

Oscar Leeser
Mayor

Cary Westin
Interim City Manager



CITY COUNCIL
Brian Kennedy, District 1
Josh Acevedo, District 2
Cassandra Hernandez, District 3
Joe Molinar, District 4
Isabel Salcido, District 5
Art Fierro, District 6
Henry Rivera, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

February 27, 2024
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 368-520-780#

AND

AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY
February 26, 2024
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 601-437-297#

Notice is hereby given that an Agenda Review Meeting will be conducted on February 26, 2024 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on February 27, 2024 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, February 26, 2024 Conference ID: 601-437-297#

Regular Council Meeting, February 27, 2024 Conference ID: 368-520-780#

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

To Speak on Agenda Items:

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

A quorum of City Council must participate in the meeting.

ROLL CALL

**INVOCATION BY THE MINISTRY COORDINATOR FOR THE EL PASO COUNTY
SHERIFF'S OFFICE, AND CHAPLAIN EMERITUS FOR THE EL PASO POLICE
DEPARTMENT SAM FARAONE**

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Women in Construction Week

Kailee Boyle Miss El Paso Teen Day

Ronald McDonald House Charities of El Paso 40th Anniversary

Purchasing Month

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 February 13, 2024. [24-260](#)

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 [24-50](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution that the City Manager, or designee, be authorized to sign an Office Space Rental Agreement between the City of El Paso and Mesa Airlines, Inc., for 281 square feet of office and related shared space in the Airport Terminal Building, located at 6701 Convair Road, El Paso, Texas 79925, for a one-year term with automatic renewal for four (4) additional terms of one (1) year each. [24-263](#)

District 3

Airport, Sam Rodriguez, (915) 212-7301

4. A Resolution that the Director of Aviation or designee be authorized to submit a minor boundary modification application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcel: [24-274](#)

13490 Pellicano Drive, El Paso County, Texas 79928 which includes the following parcels:

79 TSP 3 SEC 19 T & PABST 2155 W ½ OF NE¼ OF NW¼ OF NE¼ (EXC NLY 60.00 FT) (4.5455 AC)

79 TSP 3 SEC 19 T & PABST 2155 E ½ OF NE¼ OF NW¼ OF NE¼ (EXC NLY 60.00 FT) (4.5455 AC)

79 TSP 3 SEC 19 T & PABST 2155 W ½ OF SE¼ OF NW¼ OF NE¼ (5.00 AC)

79 TSP 3 SEC 19 T & PABST 2155 E ½ of SE¼ OF NW¼ OF NE¼ (5.00 AC)

District 6

Airport, Sam Rodriguez, (915) 212-7301

5. A Resolution that the Director of Aviation or designee be authorized to submit a minor boundary modification application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcel: [24-275](#)

12240 Paseo Del Este Blvd., El Paso County, Texas 79928 which is Building 1 of the new Van Trust Development Industrial Park (approximately 15 acres).
BLK 2 BILL BURNETT #1 REPLAT A LOT 1

District 6

Airport, Sam Rodriguez, (915) 212-7301

6. A Resolution that the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment between the City of El Paso and The Kennedy 1978 Trust, for the following property:

[24-289](#)

All of Lots 7, 8, 9, and 10, Block 8, Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 15 Leigh Fisher Blvd., El Paso, Texas

District 3

Airport, Sam Rodriguez, (915) 212-7301

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

7. A Resolution authorizing the City Manager or designee to submit grant application 3007109 for the City of El Paso Police Department project identified as "El Paso 2023 Operation Stone Garden" (OPSG) through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to , authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting \$1,609,255.00, no cash match required. Grant period will be from March 01, 2024 - February 28, 2025.

[24-247](#)

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309
Police, Chief Peter Pacillas, (915) 212-4305

8. A Resolution authorizing the City Manager, or designee, to submit to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 2592811, for the City of El Paso Police Department project identified as "General Victim Services, FY2025" to provide financial assistance to the City of El Paso. Requesting \$138,069.36, with a cash match of \$34,517.35, for a total project amount of \$172,586.71. Grant period will be from October 1, 2024 - September 31, 2025.

[24-248](#)

All Districts

Police, Assistant Chief Julia Inciriaga, (915) 212-4308
Police, Chief Peter Pacillas, (915) 212-4305

9. A Resolution authorizing the City Manager, or designee, to submit to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950610 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - LETPA Specialized

[24-249](#)

Teams” to provide financial assistance to the City of El Paso. Requesting \$136,976.85. No cash match required. The grant period will be from September 1, 2024 - August 31, 2025.

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309
Police, Chief Peter Pacillas, (915) 212-4305

10. A Resolution authorizing the City Manager, or designee, to submit to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 5018401 for the City of El Paso Police Department project identified as “State Homeland Security Program (SHSP) - National Priority Area (NPA)” to provide financial assistance to the City of El Paso. Requesting \$72,336.00. No cash match is required. The grant period will be from September 1, 2024 - August 31, 2025.

[24-250](#)

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309
Police, Chief Peter Pacillas, (915) 212-4305

11. A Resolution authorizing the City Manager, or designee, to submit to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950710, for the City of El Paso Police Department project identified as “State Homeland Security Program (SHSP) - MATRIX Fusion Center” to provide financial assistance to the City of El Paso. Requesting \$455,997.51. No cash match is required. The grant period will be from September 1, 2024 - August 31, 2025.

[24-251](#)

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309
Police, Chief Peter Pacillas, (915) 212-4305

12. A Resolution authorizing the City Manager, or designee, to submit to the Office of the Governor of the State of Texas, Criminal Justice Department, grant application number 5094701, FY2025 for the City of El Paso Police Department project identified as “Criminal Justice Grant - JAG” to provide financial assistance to the City of El Paso. Requesting \$42,181.00, no cash match required. Grant period will be from October 1, 2024 - September 30, 2025.

[24-252](#)

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309
Police, Chief Peter Pacillas, (915) 212-4305

13. A Resolution authorizing the City Manager, or designee, to submit to the Office of the Governor of the State of Texas, Criminal Justice Division, and grant application number 3952705, FY2025 for the City of El Paso Police Department project identified as "Project Safe Neighborhoods" to provide financial assistance to the City of El Paso. Requesting \$23,760.00, no cash match is required. Grant period will be from October 1, 2024 - September 30, 2025.

[24-253](#)

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309
Police, Chief Peter Pacillas, (915) 212-4305

Goal 3: Promote the Visual Image of El Paso

14. That the Planning and Inspection liens on the attachment posted with this agenda be approved. (See Attachment A) [24-246](#)

Districts 7,8

Planning and Inspections, Tony De La Cruz, (915) 212-1589

CONSENT AGENDA - BOARD APPOINTMENTS:

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

15. Representative Josh Acevedo to the Financial Oversight and Audit Committee by Mayor Oscar Leeser. [24-322](#)

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

16. Robert M. Munoz to the Americorps Seniors Advisory Council by Representative Henry Rivera, District 7. [24-326](#)

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

17. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B). [24-278](#)

All Districts

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

CONSENT AGENDA - NOTICE FOR NOTATION:

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

18. For notation only, the P-Card Transactions for the period of December 21, 2023- January 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. [24-306](#)

All Districts

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

19. 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 JP & Mary Jon Bryan. [24-294](#)
- Members of the City Council, Representative Joe Molinar, (915) 212-0004

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

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

20. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life. [24-280](#)

Award Summary:

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Traffic Logix Corporation, referencing Contract 2021-0039 Speed Cushions. This will be a change order to increase the award by \$103,200.00 for a total amount not to exceed \$1,121,574.99.

Department:	Streets & Maintenance
Award to:	Traffic Logix Corporation
City & State:	Spring Valley, NY
Current Contract Estimated Amount:	\$1,018,374.99
Change Order Award:	\$103,200.00
Total estimated Amount not to Exceed:	\$1,121,574.99
Account(s):	532-1000-522270-32020-P3250
Funding Source(s):	General Funding
District(s):	All

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-0043
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

CONSENT AGENDA - BIDS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

21. The linkage to the Strategic Plan is subsection: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment. [24-279](#)

Award Summary:

The award of Solicitation 2024-0059 Cat Litter Trays and Pet Carriers to C. Specialties, Inc. for an initial term of three (3) years for an estimated amount of

\$ 212,400.00. This contract will allow the Animal Services department to purchase cat litter trays and pet carriers to newly adopted shelter pets.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$21,057.00 annually, which represents a 42.33% increase due to the increase of quantity in product under this contract.

Department:	Animal Services
Award to:	C. Specialties, Inc.
City & State:	Indianapolis, IN 46268
Item(s):	All
Term:	3 Years
Annual Estimated Award:	\$70,800.00
Total Estimated Award	\$212,400.00
Account(s)	225 - 2580 - 25110 - 531100
Funding Source(s):	Animal Services Fund
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Animal Services Departments recommend award as indicated to C. Specialties, Inc. 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.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Animal Services Department, Terry K. Kebschull, (915) 212-8742

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

22. Discussion and action to approve a Resolution that City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of the Ponder Park, located at 7500 W. H. Burges Dr, El Paso, TX 79925, within the City of El Paso, El Paso County, Texas, as "James "Jim" Crouch Park".

[24-320](#)

District 3

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

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

23. Presentation and discussion by El Paso County Juvenile Probation Department

[24-182](#)

on transforming juvenile justice. [POSTPONED FROM 01-30-2024 AND 02-13-2024]

All Districts

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

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

24. Discussion and action on directing the City Attorney to prepare a resolution amending the City Council Rules of Order, specifically *Section 13 - Right of Citizens to be Heard*, to specify: [24-323](#)

that public comment received in writing (“letters”) submitted to become part of the record in accordance with the already established procedure shall, upon request of the submitter, be read into the record by the City Clerk or staff designee;

and that the duration of the reading of each submitted letter shall be limited to three minutes, after which point the reading will be truncated but the entirety of the text will still be included as part of the record;

and that the reading of such letters will occur during the public comment period but after all speakers participating either in-person or remotely/telephonically have had the opportunity to address the City Council.

All Districts

Members of the City Council, Representative Chris Canales, (915) 212-0008

Goal 8: Nurture and Promote a Healthy, Sustainable Community

25. Discussion and action to direct the City Manager to review, research, and consider a more robust paid parental leave policy for City of El Paso employees to include no less than four weeks paid prenatal leave and twelve weeks postpartum paid leave. Additionally, provide a policy proposal to the Women’s Rights Commission relating to Paid Parental Leave for review and recommendation prior to adoption. [24-321](#)

All Districts

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

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

Members of the City Council, Representative Chris Canales, (915) 212-0008

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

26. Federal Programs update from the Office of Congresswoman Veronica Escobar. [24-268](#)

All Districts

Capital Improvement Department, Omar Martinez, (915) 479-0341
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

27. Federal Programs update from the Office of Congressman Tony Gonzales.

[24-270](#)

All Districts

Capital Improvement Department, Omar Martinez, (915) 479-0341
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

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: 368-520-780#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: <https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397>

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

28. An Ordinance vacating a portion of city right-of-way over a portion of Paisano Drive as shown on right-of-way map of U.S. Highway 80, Control 1, Section 4, Job 9, City of El Paso, El Paso County, Texas.

[24-261](#)

Subject Property: Coldwell/Paisano ROW Vacation
Applicant: City of El Paso, SURW23-00014

District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Adriana Martinez, (915) 212-1611

PUBLIC HEARING WILL BE HELD ON MARCH 12, 2024

29. An Ordinance changing the zoning of Lot 32, Block 14-C, Vista Del Sol Unit 10, Replat B, 1150 Vista De Oro Drive, City of El Paso, El Paso County Texas from P-I (Planned Industrial) to C-3 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[24-264](#)

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: 1150 Vista De Oro Drive
Applicant: Rogers Properties, LLC., PZRZ23-00032

District 7

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

PUBLIC HEARING WILL BE HELD ON MARCH 26, 2024

30. An Ordinance changing the zoning of a portion of Tract 92, Map of Sunrise Acres No. 2, 4707 Atlas Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[24-266](#)

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: 4707 Atlas Avenue
Applicant: Helmut Group Inc., PZRZ23-00036

District 2

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

PUBLIC HEARING WILL BE HELD ON MARCH 26, 2024

31. An Ordinance changing the zoning of Lot 55 Rangers Rest No. 2 and a portion of Tract 3L, Block 55, Ysleta Grant Survey, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and R-4 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[24-269](#)

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: 1165 Ranger Street
Applicant: Elton John Valentin Colon and Cristina Flores Parada,

District 7

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

PUBLIC HEARING WILL BE HELD ON MARCH 26, 2024

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

32. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IVA-Parking Prohibited During Certain Hours-School Days Only), of the City Code, under Subsection B: No Parking 7:00 AM to 5:00 PM, on any street or parts of streets from Monday through Friday on any regularly scheduled school day; to delete Item 3. Luis Gomez Place; and amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII-Restrictions on Parking In Residential Districts) to add Zone W: No Stopping or Standing, Tow-Away Zone, 7:00 AM to 5:00 PM school days only, and to add Item 1. Luis Gomez Place, both sides of the cul de sac; the penalty being provided in Chapter 12.88 of the El Paso City Code. [24-256](#)

District 6

Streets and Maintenance, Sergio Reyes, (915) 212-7047

PUBLIC HEARING WILL BE HELD ON MARCH 12, 2024

33. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.44 Stopping, Standing and Parking Generally), Section 12.44.180 (Regulations Pertaining to Certain Special Situations), to add Item 33. Reserved for Consul General of El Salvador visitors: Two Parking Spaces, on the West side of 298 Leon St., convenient to the Consulate of El Salvador. No vehicles shall be parked in these spaces except the official vehicles of the Consul General of El Salvador and the vehicles of visitors designated by the Consul. [24-257](#)

District 8

Streets and Maintenance, Eduardo Munoz, (915) 212-7060

PUBLIC HEARING WILL BE HELD ON MARCH 12, 2024

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

34. The linkage to the Strategic Plan is subsection: 1.4 Grow the core business of air transportation. [24-223](#)

Award Summary:

Discussion and action on the award of Solicitation 2024-0056 Security Guard Services - Airport to KR Contracting, Inc. for an initial term of three (3) years for an estimated amount of \$6,178,869.90. The award also includes a two (2) year

option for an estimated amount of \$4,119,246.60. The total contract time is for five (5) years for a total estimated amount of \$10,298,116.50. This contract will provide security guard services at the El Paso International Airport.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$3,357,569.76 for the initial term, which represents a 119.01% increase attributed to additional hours being added to the contract, as well as an increase in hourly billable rate.

Department:	El Paso International Airport
Award to:	KR Contracting, Inc.
City & State:	Germantown, Maryland
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$2,059,623.30
Initial Term Estimated Award:	\$6,178,869.90
Option Term Estimated Award:	\$4,119,246.60
Total Estimated Award:	\$10,298,116.50
Account(s):	562 - 3000 - 62070 - 522120 562 - 3000 - 62110 - 522120
Funding Source:	Airport Operations Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to KR Contracting, Inc. the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement and to deem The Kingdom Security Firm non-responsive due to not submitting a surety commitment letter.

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

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed. [POSTPONED FROM 02-13-2024]

All Districts

Airport, Sam Rodriguez, (915) 212-7301
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

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

35. The linkage to the Strategic Plan is subsection: 2.4 Improve motorist safety and traffic management solutions. [24-290](#)

Award Summary:

Discussion and action that the City Manager be authorized to sign, on behalf of the City of El Paso, an Amendment to the License and Services Agreement dated August 23, 2011 between Tyler Technologies, Inc., and the City of El Paso in the City of El Paso, El Paso County, Texas. This is to continue software, products, and services through Tyler Technologies.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$127,748.00 for the term, which represents a 34.38% increase due to the new annual recurring fees included in this contract.

Department:	Police
Award to:	Tyler Technologies, Inc.
City & State:	Plano, TX
Item(s):	All
Initial Term:	4 Years
Option Term:	NA
Total Contract Time:	4 Years
Annual Estimated Award:	\$371,595.00 (One-time) \$30,535.00 (Year 1) \$31,451.00 (Year 2) \$32,395.00 (Year 3) \$33,327.00 (Year 4)
Initial Term Estimated Award:	\$499,343.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$499,343.00
Account(s):	321 - 2812 - 21270 - 533030
Funding Source(s):	Confiscated Funds
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source - (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to Tyler Technologies, Inc., under the exemption listed above.

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Police, Chief Peter Pacillas, (915) 212-4305

36. The linkage to the Strategic Plan is subsection: 2.4 Improve motorist safety and traffic management solutions. [24-291](#)

Award Summary:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0370 Police Ordered and Non-Consent Towing to 3H Towing, LLC, AD Wrecker

Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., for six (6) months for an estimated amount of \$489,649.75 on a rotation and as needed basis.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$128,249.75 for the six (6) month term, which represents a 35.49% increase due to high rate of incidents and labor rate in the event of large-scale incidents.

Department: Police
Vendor #1: 3H Towing, LLC
City & State: El Paso, TX
Item(s): Group 1 - Item 1
Group 2 - Item 1

Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Vendor #2: AD Wrecker Service, Inc., dba AD Towing & Recovery
City & State: El Paso, TX
Item(s): Group 1 - Item 1, 2 & 3
Group 2 - Item 1

Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Vendor #3: Raul Fernandez dba Dependable Towing
City & State: El Paso, TX
Item(s): Group 1 - Item 1 & 2
Group 2 - Item 1

Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Vendor #4: Kamel Towing, Inc.
City & State: El Paso, TX

Item(s):	Group 1 - Item 1 & 2 Group 2 - Item 1
Initial Term:	6 months
Option Term:	NA
Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95
Option Term Estimated Award:	NA
Total Estimated Award:	\$97,929.95
Vendor #5:	Sohle Express Towing, Inc.
City & State:	El Paso, TX
Item(s):	Group 1 - Item 1, 2 & 3 Group 2 - Item 1
Initial Term:	6 months
Option Term:	NA
Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95
Option Term Estimated Award:	NA
Total Estimated Award:	\$97,929.95
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$489,649.75 (5 Vendors)
Option Term Estimated Award:	NA
Total Estimated Award:	\$489,649.75 (5 Vendors)
Account(s):	321 - 2811 - 21280 - 522070
Funding Source(s):	Police Tow Lot
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., under the exemption listed above.

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Police, Chief Peter Pacillas, (915) 212-4305

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

37. The linkage to the Strategic Plan is subsection: (4.2 Create innovative recreational, educational and cultural programs).

[24-276](#)

Award Summary:

Discussion and action on the Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0306 Frozen Carnivore Diet to Milliken Meat Product, Ltd. for an initial term of three (3) years for an estimated amount of \$293,472.00. This contract will provide a well-balanced, complete frozen carnivore diet for all carnivorous animals at the City of El Paso Zoo.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$68,472.00 for the initial term which represents 30.43%. This is due to the addition of new food items and current market pricing.

Department:	Zoo
Award to:	Milliken Meat Products Ltd.
City & State:	Markham, Ontario, Canada
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$97,824.00
Initial Term Estimated Award:	\$293,472.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$293,472.00
Account(s):	531100-452-3400-52140-P5241
Funding Source(s):	Animals & Animal Supplies
District(s):	All

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing Department and Zoo recommend award as indicated to Milliken Meat Products, Ltd. under the exemption listed above.

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Zoo, Joseph Montisano, (915) 212-2800

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

38. The linkage to the Strategic Plan is subsection: 6.1 Recruit and retain a skilled and diverse workforce.

[24-96](#)

Award Summary:

Discussion and action on the award of Solicitation 2024-0080R Executive Recruitment Services for City Manager to Baker Tilly US, LLP for an estimated amount of \$42,585.00. This contract will assist the City with conducting a search to select a new City Manager.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$19,585.00, which represents a 85.15% increase due to additional scope of work added to the contract and price increases in the marketplace.

Department:	Human Resources
Award to:	Baker Tilly US, LLP
City & State:	Madison, WI
Item(s):	All
Initial Term:	Upon Completion
Option Term:	N/A
Total Contract Time:	Upon Completion
Annual Estimated Award:	N/A
Initial Term Estimated Award:	N/A
Option Term Estimated Award:	N/A
Total Estimated Award:	\$42,585.00
Account(s):	999-1000-99999-544110
Funding Source(s):	Non-Departmental
District(s):	All

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing and Human Resources Departments recommend award as indicated to Baker Tilly US, LLP—the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award. [POSTPONED FROM 01-30-2024]

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Human Resources, Mary Wiggins, (915) 212-1267

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

39. The linkage to the Strategic Plan is subsection: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life.

[24-283](#)

Award Summary:

Discussion and action on (The) award of Solicitation 2023-0669 Guardrails and Wooden Posts (Re-Bid) to TAO Industries, Inc. dba Hawk Construction for an initial term of three (3) year(s) for an estimated amount of \$2,782,410.00. The total contract time is for three (3) years for a total estimated amount of \$2,782,410.00. This contract is to purchase guardrails and wooden posts which are vital assets that are utilized throughout the City of El Paso's transportation system.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$2,069,010.00 for the initial term, which represents a 290.02% increase due to additional scope being added to the contract and increase quantities needed for Guardrails and Wooden Posts.

Department:	Streets and Maintenance
Award to:	TAO Industries, Inc. dba Hawk Construction
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$927,470.00
Initial Term Estimated Award:	\$2,782,410.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$2,782,410.00
Account(s)	532-532030-1000-32120-P3210
Funding Source(s):	General Fund
District(s):	All

This is a Low Bid Award - unit price contract

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to TAO Industries, Inc. dba Hawk Construction 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.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

- 40.** An Ordinance changing the zoning of a portion of Tracts 2 and 3, Block D, Christy Tract, 7814 Craddock Avenue, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and R-3A (Residential) to R-1 (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [24-148](#)

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: 7814 Craddock Ave.

Applicant: Romo Property Investments, LLC, PZRZ23-00031

District 7

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

- 41.** An Ordinance changing the zoning of Tracts 10A, 10B, 10B2C, 10D, 11B, 12A, 12B, 15A, 15J, 15J1, and 15J1A, Block 2, Ysleta Grant, Americas Avenue and Southwest of North Loop Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm), C-3/sc (Commercial/special contract), and C-3/c (Commercial/conditions) to S-D (Special Development) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [24-149](#)

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: Americas Ave. and Southwest of North Loop Dr.

Applicant: Americas 375 LLC, PZRZ23-00035

District 7

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

- 42.** An Ordinance releasing all conditions placed on property by Ordinance No. 16396 and 18811 which changed the zoning of Tracts 10A, 10B, 10B2C, 10D, 11B, 12A, 12B, 15A, 15J, 15J1, and 15J1A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [24-150](#)

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

Subject Property: Americas Ave. and Southwest of North Loop Dr.

Applicant: Americas 375 LLC, PZCR23-00004

District 7

REGULAR AGENDA - OTHER BUSINESS:

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

- 43.** Discussion and action on a Resolution authorizing the City Manager to sign a Second Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") by and between the CITY OF EL PASO ("City") and LEGATE CO TEXAS, LLC ("Applicant") for the renovation of a mixed-use building located in downtown El Paso at 201 East San Antonio Avenue, El Paso, Texas 79901. The Amendment will replace Section 3.1.(2) to provide a 6-month extension; and Section 4.A. to reduce the Construction Materials Sales Tax Rebate by ten percent (10%). [24-259](#)

District 8

Economic and International Development, Jessica Torres, (915) 212-1699
Economic and international Development, Karina Brascalla, (915) 212-1570

- 44.** Discussion and action on a Resolution authorizing the City Manager to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the CITY OF EL PASO (the "CITY"), and the PASO DEL NORTE COMMUNITY FOUNDATION (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate the Business One Stop Shop (BOSS) Program (the "Program") to provide comprehensive support to small and micro-business owners, entrepreneurs, and provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the BOSS Program for a term of five (5) years and shall automatically renew for successive additional one (1) year periods. [24-288](#)

All Districts

Economic and International Development, Mirella Craigo, (915) 212-1617
Economic and International Development, Karina Brascalla, (915) 212-1570

- 45.** Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and ML REAL PROPERTY, LLC ("Applicant") in support of an infill development project located at 1519 and 1525 Golden Hill Terrace, El Paso, Texas 79902. The Agreement requires the Applicant to make a minimum investment of \$2,000,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$104,912.10 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate. [24-258](#)

District 8

Economic and International Development, David Torres, (915) 212-0094
Economic and International Development, Karina Brascalla, (915) 212-1570

Goal 3: Promote the Visual Image of El Paso

46. Discussion and action on a Resolution establishing a public hearing date to discuss and review the update of the land use assumptions and capital improvements plan and to determine the necessity to amend the City of El Paso's capital improvements plan.

24-265

All Districts

Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566
El Paso Water, Adriana Castillo, (915) 594-5538

EXECUTIVE SESSION

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

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

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

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

<http://www.elpasotexas.gov/>



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-260, 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 February 13, 2024.

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

FEBRUARY 13, 2024
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 9:03 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Cassandra Hernandez, Joe Molinar, and Henry Rivera. Isabel Salcido participated via video conference. Chris Canales participated via videoconference from 9:03 a.m. to 3:38 p.m. and in person for the remaining of the meeting. Late arrival: Art Fierro at 9:08 a.m.

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

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

National Girls and Women in Sports Day

**National Engineers Week for Engineers at El Paso Electric, TXDOT El Paso District and
UTEP**

El Paso Children's Hospital Day

Teen Dating Violence Awareness Month

RECOGNITIONS BY MAYOR

Mayor's Distinguished Award

**Ken Miyagishima
Former Mayor, City of Las Cruces**

The Regular City Council meeting was **RECESSED** at 10:08 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 11:20 a.m.

.....

NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, 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 Kennedy, Acevedo, Molinar, Salcido, Fierro, Rivera and Canales
NOT PRESENT FOR THE VOTE: Representative Hernandez

.....

CONSENT AGENDA – APPROVAL OF MINUTES:

.....

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

.....

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of January 30, 2024, the Special City Council Meeting of January 29, 2024, and the Special City Council Meeting of February 1, 2024.
-

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

.....

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

NO ACTION was taken on this item.

.....

CONSENT AGENDA – RESOLUTIONS:

.....

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

.....

3. *RESOLUTION

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

That the Interim City Manager, or designee, be authorized to sign a Third Amendment to the Air Cargo Center Agreement by and between the City of El Paso and United Parcel Service, Inc. for 301 George Perry Blvd., Suite E, El Paso, Texas, to increase the aircraft parking apron and ground service equipment parking to 251,820 square feet, an increase of 29,820 square feet.

.....

4. *RESOLUTION

WHEREAS, the International Economic Development Council (“IEDC”) launched the Equitable Economic Development Playbook Initiative targeted at increasing equity and inclusion; and

WHEREAS, the City of El Paso (“City”) aims to improve government contracting for minority and women-owned businesses, increase equity and inclusion in its business climate, and provide procurements and opportunities for minority- and women-owned businesses; and

WHEREAS, on December 10, 2021 the City was selected as one of the five Equity Communities Cohort participants; and

WHEREAS, on February 1, 2022 the City Council for the City of El Paso ("Council") executed a Memorandum of Understanding with the IEDC, to provide support to the IEDC's Equity Communities Cohort to create an Equity Action Plan in accordance with the terms and conditions of the MOU and Council's authorization; and

WHEREAS, on July 12 - 14, 2022 the IEDC technical assistance team visited the City; and

WHEREAS, the IEDC technical assistance team developed an individualized Equity Action Plan for the City with specific recommendations in the areas of providing public/community matchmaking events, improve outreach on existing resources, record trainings and events, simultaneous Spanish language events, expand certification opportunities, having an informal bidding system, collect demographic data collection to effectively design and diversify programs and track their success, and establishing benefits/incentives for local minority- and women-owned businesses; and

WHEREAS, a key component of tracking success is analyzing metrics on the presence and engagement of business owners along with the procurement process. These strategies will not only better the growth and wealth of individual businesses, but it will also identify goals for diversifying contract recipients to better the economy and economic development of the City.

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

That the City Manager be authorized to direct City staff to follow and adopt the recommendations outlined in the International Economic Development Council (IEDC) Equitable Economic Development Playbook, attached to this Resolution as Exhibit A**, to create strategies to improve economic mobility for small businesses, particularly those that are minority- and women-owned in the City of El Paso, Texas.

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

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

5. *RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PENN GARY, 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:

5965 Sixta Dr, more particularly described as Lot 4 (Exc Sely Tria) & Sely Tria Of 3 S # KBTXSN860A294 (10408.45 Sq Ft) 1983 Wayside 14X76, Block 3, Harvest Moon Farms Subdivision, City of El Paso, El Paso County, Texas, PID #H140-999-0030-0040

to be \$332.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of September, 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 TWO AND 50/100 DOLLARS (\$332.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

3829 Truman Ave, more particularly described as Lots 3 & 4 (6000.00 Sq Ft), Block 110, Morningside Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M794-999-1100-0300

to be \$764.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of June, 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 SEVEN HUNDRED SIXTY FOUR AND 50/100 DOLLARS (\$764.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MASSIS CLEO, 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:

3521 Taylor Ave, more particularly described as Lots 5 & 6 (6000 Sq Ft), Block 90, Morningside Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M794-999-0900-1500

to be \$345.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of June, 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 FIVE AND 50/100 DOLLARS (\$345.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RENTERIA VICTOR, 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:

505 Bataan Cir, more particularly described as Lot 29 Exc Tria Swc (55.11 Ft On S - 44.22 Ft On W - 64.88 Ft On NE) (4554 Sq Ft), Block 2, El Valle Subdivision, City of El Paso, El Paso County, Texas, PID #E416-999-0020-0600

to be \$694.00, 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 16th day of August, 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 SIX HUNDRED NINETY FOUR AND 00/100 DOLLARS (\$694.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FERNANDEZ RUTH S, 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:

2419 Howze St, more particularly described as Lot 12 & S 1/2 Of 13, Block 132, Washington Heights Subdivision, City of El Paso, El Paso County, Texas, PID #W092-999-1320-8100

to be \$363.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of August, 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 SIXTY THREE AND 00/100 DOLLARS (\$363.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, STRAIT VILMA Z, 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:

1501 Weightman Cir, more particularly described as Lot 83 (9035.23 Sq Ft), Block 5, Foster Heights Subdivision, City of El Paso, El Paso County, Texas, PID #F524-999-0050-3700

to be \$381.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of August, 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 EIGHTY ONE AND 50/100 DOLLARS (\$381.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SPENCE JERRY R & CONCEPCIO, 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:

7740 Mazatlan Dr, more particularly described as Lot 10 (7200 SQ Ft), Block 30, Hacienda Heights #4 Subdivision, City of El Paso, El Paso County, Texas, PID #H012-999-0300-6400

to be \$529.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of August, 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 TWENTY NINE AND 50/100 DOLLARS (\$529.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MORRIS OLIN BRIAN, 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:

5201 Prince Edward Ave, more particularly described as Lot 10 & W 1 Ft Of 9, Block 32, Colonia Verde Subdivision, City of El Paso, El Paso County, Texas, PID #C741-999-0320-1900

to be \$671.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of June, 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 SIX HUNDRED SEVENTY ONE AND 00/100 DOLLARS (\$671.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, REYES JUAN 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:

10218 Silver Strand Pl, more particularly described as Lot 31.73 Ft Of 5 3014.35 Sq Ft, Block 3, Cascade Park Nly Subdivision, City of El Paso, El Paso County, Texas, PID #C203-999-0030-0550

to be \$526.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of July, 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 TWENTY SIX AND 00/100 DOLLARS (\$526.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SAUCEDO LORENZO & MANUELA, 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:

10452 Centaur Dr, more particularly described as Lot 37, Block 5, Apollo Heights #1 Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0050-7300

to be \$499.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of July, 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 NINETY NINE AND 00/100 DOLLARS (\$499.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

10416 Centaur Dr, more particularly described as Lot 28 (6725 Sq Ft), Block 5, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0050-5500

to be \$476.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of June, 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 SEVENTY SIX AND 00/100 DOLLARS (\$476.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

4632 Tumbleweed Ave, more particularly described as Lot 25 (7822.50 Sq Ft), Block 5, North Point Subdivision, City of El Paso, El Paso County, Texas, PID #N460-999-0050-4900

to be \$279.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of August, 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 TWO HUNDRED SEVENTY NINE AND 00/100 DOLLARS (\$279.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

10437 Orpheus Dr, more particularly described as Lot 18 (6430 Sq Ft), Block 10, Apollo Heights Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0100-3500

to be \$810.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of August, 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 EIGHT HUNDRED TEN AND 00/100 DOLLARS (\$810.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

11685 Bunky Henry Ln, more particularly described as Lot 15 (5450.90 Sq Ft), Block 7, East Gate #1 Subdivision, City of El Paso, El Paso County, Texas, PID #E049-999-0070-1500

to be \$333.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of August, 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 THREE AND 00/100 DOLLARS (\$333.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LUCERO PEDRO & 2, 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:

8126 Starr Ave, more particularly described as Tr 15 (1.00 Acre), Cinecue Park Subdivision, City of El Paso, El Paso County, Texas, PID #C572-999-0010-0220

to be \$342.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of July, 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 TWO AND 00/100 DOLLARS (\$342.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

1065 Wyatt Dr, more particularly described as Tr 648 (7000 Sq Ft), Loma Terrace #4-C Subdivision, City of El Paso, El Paso County, Texas, PID #L536-999-001D-7700

to be \$371.00, 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 28th day of June, 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 SEVENTY ONE AND 00/100 DOLLARS (\$371.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, OLIVAREZ ADOLFO & YOLANDA, 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:

9808 Gifford Dr, more particularly described as Lot 1 (5404.20 Sq Ft), Block 2, Prado Lindo Subdivision, City of El Paso, El Paso County, Texas, PID #P880-999-0020-0100

to be \$443.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of July, 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 FORTY THREE AND 50/100 DOLLARS (\$443.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

6713 Paseo Redondo Ave, more particularly described as Lot 35 (7999 Sq Ft), Block 9, Chaparral Park #3 Subdivision, City of El Paso, El Paso County, Texas, PID #C340-999-0090-6900

to be \$360.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 31st day of January, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY AND 00/100 DOLLARS (\$360.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

6. ***A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR**

A PORTION LOT 5, BLOCK 2, THE VILLAGE AT EASTPOINTE, 8300 BURNHAM ROAD, 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, Trevar Properties, LLC, (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval. The detailed site development plan is subject to the development standards in the C-4/sc (Commercial/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:

1. Pursuant to requirements, the City Council hereby approves the detailed site development plan submitted by the Applicant, to **permit an office warehouse** as required under the **C-4/sc (Commercial/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 a **C-4/sc (Commercial/special contract) District**:

A portion of Lot 5, Block 2, The Village at Eastpointe, 8300 Burnham Road, 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 C-4/sc (Commercial/special contract) District regulations.

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 C-4/sc (Commercial/special contract)3 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.

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

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

7.

RESOLUTION

WHEREAS, by way of a Resolution on April 12, 2005, City Council adopted the 2014-2024 Public Art Master Plan dated October 28, 2014, as the primary guideline in determining and appropriating expenditures from the public art fund; and

WHEREAS, under the provisions of the City Code Chapter 2.40 (Department of Museums and Cultural Affairs) Section 2.40.70 (Art in Municipal Places) and Section 2.40.80 (Administration of the Public Art Program and Establishment of the Public Art Committee) the City of El Paso provided for art in municipal places, established a means of funding acquisition or commissioning of art for municipal places and established that the Public Art committee and the Museums and Cultural Affairs Advisory Board shall submit an annual Public Art Plan to the City Council; and

WHEREAS, the City Council may accept or reject any portion of this Plan; and

WHEREAS, the City Council determines that the Plan is reasonable and appropriately adopted and that said Plan serves the public purpose of enhancing the quality of life of the citizens of El Paso through the development of fine arts and cultural properties and by encouraging the integration of art in the architecture of municipal structures.

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

1. That the 2024 Public Art Plan, attached hereto, be and is hereby officially adopted.
2. That 2024 Plan includes current art projects in progress and new projects to be initiated in Fiscal Year 2024 and on, and describes the planned location, proposed budget, timetable, and artist selection process for each project, and contains updates on public art projects in progress.
3. That adoption of the Plan is fully funded through 2010, 2011, 2012, 2013, 2017, 2018 and 2019 Certificates of Obligation; the 2012 Infrastructure and Quality of Life Bonds; and the 2019 Public Safety Bonds.
4. That the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Amended Plan as described in Exhibit "A"**. If an artist identified in the Plan is unable or unwilling to finalize a contract with the City, then the City Manager is authorized to execute a contract and contract amendments with a new artist as selected by the Museum and Cultural Affairs Department approved by the Public Art Committee.

*Exhibit available at the City Clerk's Office.

Mr. Ben Fyffe, Cultural Affairs and Recreation Managing Director, and Ms. Claudia Cardoza, Museums and Cultural Affairs Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Hernandez, Molinar, and Canales commented.

Mr. Cary Westin, Interim City Manager, commented.

The following members of the public commented:

1. Ms. Renee Miller
2. Ms. Patricia Osmond
3. Mr. Rick Bonart
4. Ms. Lisa Turner
5. Ms. Jenny Solo (submitted statement in opposition that was entered into the record)
6. Ms. Carrie Ring (submitted statement in opposition that was entered into the record)
7. Mr. Javier Acosta (submitted statement in opposition that was entered into the record)

1ST MOTION

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

2ND AND FINAL MOTION

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Fierro, Rivera, and Canales
NAYS: Representative Molinar

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

8.

***RESOLUTION**

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

THAT the Interim City Manager be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to the property described as a Portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, and Lot 4, Block 1, Animal Services Pond, El Paso Texas.

9.

***RESOLUTION**

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the replacement or rehabilitation of the El Paso Street Bridge over the Union Pacific Railroad (NBI #240720B23340001) as part of the Highway Bridge Replacement and Rehabilitation Program ("HBRRP") for a total estimated project cost of \$420,000.00 of which the estimated local government participation amount is \$0.00 plus the direct cost, if any, of any project cost item that is not eligible for federal participation under the HBRRP. 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.

10.

***RESOLUTION**

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the replacement or rehabilitation of the Campbell Street Bridge over the Union Pacific Railroad (NBI #240720B23340001) as part of the Highway Bridge Replacement and Rehabilitation Program ("HBRRP") for a total estimated project cost of \$750,000.00 of which the estimated local government participation amount is \$0.00 plus the direct cost, if any, of any project cost item that is not eligible for federal participation under the HBRRP. 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 – BOARD RE-APPOINTMENTS:

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

11. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Sandie Olivar to the Parks and Recreation Advisory Board by Representative Brian Kennedy, District 1.

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

12. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Richarda Duffy Momsen to the Ethics Review Commission by Mayor Oscar Leeser.
13. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Bruce Yetter to the Ethics Review Commission by Representative Brian Kennedy, District 1.
14. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Arnulfo Hernandez to the Ethics Review Commission by Representative Art Fierro, District 6.
15. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Elena Grasheim to the Ethics Review Commission by Representative Cassandra Hernandez, District 3.

CONSENT AGENDA – BOARD APPOINTMENTS:

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

16. *Motion made, seconded, and unanimously carried to **APPOINT** Rose Lucero to the Committee on Border Relations by Representative Henry Rivera, District 7.

Goal 3: Promote the Visual Image of El Paso

17. *Motion made, seconded, and unanimously carried to **APPOINT** Margaret L. Livingston to the City Plan Commission by Mayor Oscar Leeser.
18. *Motion made, seconded, and unanimously carried to **APPOINT** Roberto Franco to the Capital Improvements Advisory Committee by Representative Henry Rivera, District 7.

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

19. *Motion made, seconded, and unanimously carried to **APPOINT** Larry John Porras to the Civil Service Commission by Representative Chris Canales, District 8.

20. *Motion made, seconded, and unanimously carried to **APPOINT** Homero Lucero to the Civil Service Commission by Representative Henry Rivera, District 7.
21. *Motion made, seconded, and unanimously carried to **APPOINT** Brigitte Ballou to the Ethics Review Commission by Representative Henry Rivera, District 7.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

22. *Motion made, seconded, and unanimously carried to **APPOINT** Johanna Guillen as a Regular Member to the Fair Housing Task Force by Representative Henry Rivera, District 7.

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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

23. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds listed below:
1. MJ Real Properties Inc, in the amount of \$8,103.19 made an overpayment on August 25, 2023 of 2022 taxes. (Geo. #95)
 2. El Paso Paper Boy, in the amount of \$3,621.13 made an overpayment on January 17, 2024 of 2023 taxes. (Geo. #1995-999-1288-0034)
 3. Lily Dominguez, in the amount of \$6,946.13 made an overpayment on January 22, 2024 of 2023 taxes. (Geo. #N425-999-0390-2400)
 4. Border Investors Capital LLC, in the amount of \$6,296.13 made an overpayment on January 23, 2024 of 2023 taxes. (Geo. #S779-000-0200-1300)
 5. Lorena Ortiz, in the amount of \$3,721.19 made an overpayment on December 25, 2023 of 2023 taxes. (Geo. #T527-999-0410-8800)

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

Goal 3: Promote the Visual Image of El Paso

24. RESOLUTION

WHEREAS, 9 year old Wilbur “Bookie” Coleman III, has a passion for helping others and for the past 3 years, he and his mother Cheree Coleman, have been putting that passion to serving El Pasoans in need; and

WHEREAS, in 2020, amidst the pandemic, Bookie began collecting disinfectant spray, wipes and hand sanitizer to create care packages for essential workers leading him to distribute 100 care packages to essential workers and to donate over 283 to nonprofits organization, shelters, and restaurants around the city.

WHEREAS, in addition to the sanitizing packages, Bookie helped disinfect the homes of 87 people who had contracted COVID-19.; and

WHEREAS, during an outing with this mother, Bookie witnessed a man holding a sign asking for food, which prompted him to ask the reason for this.

WHEREAS, in response, his mother Cheree explained what homelessness is; and

WHEREAS, after this encounter, Bookie took vested interest in feeding as many unhoused people that he could.

WHEREAS, this led to Bookie and his mother to organize a 501 (c) 3 Non -Profit Organization called “Bookie and Mommy’s Helping Hand”, which feeds the unhoused in the local community; and

WHEREAS, Bookie and his mother prepare hot meals for the homeless on Sundays called “This Is Not Your Last Supper” and again on Wednesday for “WasteLESS” Wednesday”.

WHEREAS, so far, Bookie and his mother have provided over 13,000 meals to the homeless; and

WHEREAS, these commendable efforts and dedication have led to Bookie earning the El Paso’s 2024 Youth Humanitarian Award, a prestigious accolade in remembrance and honor of Martin Luther King Jr.; and

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

Recognize and commend Wilbur “Bookie” Coleman III and his mother, Cheree Coleman for their significant efforts to provide aid during the pandemic and for feeding the hungry through their non-profit. They are prime examples of not only selfless service to the community but of kindness and empathy that makes El Paso special and the world better.

Representative Hernandez read the resolution into the record.

Ms. Cheree Coleman, honoree, commented.

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera and Canales

NAYS: None

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

25. *Motion made, seconded, and unanimously carried to **POSTONE TWO WEEKS** the presentation and discussion by El Paso County Juvenile Probation Department on transforming juvenile justice.

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

26. **ITEM:** Discussion and action to direct the City Manager, to have the Human Resources department put together a timeline based on the attached process to conduct a search for a City Manager from local candidates.

Mayor Leeser and Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales commented.

The following City staff members commented:

- Ms. Karla Nieman, City Attorney
- Ms. Mary Wiggins, Chief Human Resources Officer

The following members of the public commented:

1. Ms. Patricia Osmond
2. Ms. Lisa Turner
3. Mr. Rick Bonart

Motion made by Representative Hernandez, seconded by Representative Fierro, and unanimously carried to **DELETE** the item.

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera and Canales

NAYS: None

-
- 27. ITEM:** Discussion and action to direct the City Attorney to amend the Ethics Ordinance to require all candidates to report the amount of each contribution and the donor name by the last day of every month with the City Clerk for posting as notation on the next regular City Council meeting.

Mayor Leeser and Representatives Kennedy, Molinar, and Fierro commented.

Ms. Karla Nieman, City Attorney, commented.

The following members of the public commented;

1. Ms. Patricia Osmond
2. Ms. Lisa Turner

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Fierro, and carried to **DIRECT** the City Attorney to amend the Ethics Ordinance to require all candidates to report the amount of each contribution and the donor name by the last day of every month with the City Clerk for posting as notation on the next regular City Council meeting.

AYES: Representatives Kennedy, Acevedo, Salcido, Fierro, Rivera, and Canales

NAYS: Representative Molinar

ABSTAIN: Representative Hernandez

-
- 28. ITEM:** Discussion and action on directing the City Attorney to prepare a resolution amending the City Council Rules of Order, specifically *Section 13 - Right of Citizens to be Heard*, to specify:

that public comment received in writing ("letters") submitted to become part of the record in accordance with the already established procedure shall, upon request of the submitter, be read into the record by the City Clerk or staff designee;

and that the duration of the reading of each submitted letter shall be limited to one minute, after which point the reading will be truncated but the entirety of the text will still be included as part of the record;

and that the reading of such letters will occur during the public comment period but after all speakers participating either in-person or remotely/telephonically have had the opportunity to address the City Council.

Representatives Kennedy, Fierro, and Canales commented.

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

AYES: Representatives Kennedy, Molinar, Salcido, Fierro, and Rivera

NAYS: Representatives Acevedo, Hernandez, and Canales

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

29.

R E S O L U T I O N

WHEREAS, a vacancy in the El Paso Water Utilities Public Service Board occurred on December 31, 2023 with the expiration of the second term of Dr. Kristina Mena, who filled the position which required expertise in the area of Communications, Public Administration or Education; and

WHEREAS, the City of El Paso adopted Ordinance Number 017167 which requires that any vacancy in the membership of the El Paso Water Utilities Public Service Board be filled by the City Council; and

WHEREAS, the City of El Paso by Resolution established the El Paso Water Utilities Public Service Board Selection Committee, to be comprised of the members of the Public Service Board and such additional members as appointed by the City Council to assist City Council in selecting eligible candidates to fill the vacancy; and

WHEREAS, under the Resolution, the El Paso Water Utilities Public Service Board Selection Committee reviews resumes submitted by persons interested in filling the vacant position and submits to the City Council the names and the ranking of three eligible candidates; and

WHEREAS, a quorum of the El Paso Water Utilities Public Service Board Selection Committee met on November 15, 2023 pursuant to the Texas Open Meetings Act and approved the selection and ranking of the top three eligible candidates for consideration and appointment by City Council.

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

THAT, a quorum of the El Paso Water Utilities Public Service Board Selection Committee met on November 15, 2023 pursuant to the Texas Open Meetings Act and approved the selection and ranking the following eligible candidates for consideration and appointment by the City Council to fill a vacancy on the El Paso Water Utilities Public Service Board in the area of Communications, Public Administration or Education:

Ranked 1st: Anna Gitter

Ranked 2nd: Keri Moe

Ranked 3rd: Abigail Tarango

THAT, the El Paso City Council hereby appoints Anna Gitter to fill the vacancy on the El Paso Water Utilities Public Service Board in the area of Communications, Public Administration or Education. The term of appointment shall commence on February 14, 2024 and shall be for a four (4) year term.

Representatives Acevedo, Hernandez, Rivera, and Canales commented.

The following members of the public commented:

1. Ms. Lisa Turner
2. Ms. Anna Gitter

Statements from Ms. Keri Moe and Ms. Abigail Tarango were read into the record.

1ST MOTION

Motion made by Representative Rivera, seconded by Representative Molinar, to **APPOINT Abigail Tarango** to the El Paso Water Utilities Public Service Board of Trustees.

AYES: Representatives Molinar, Salcido, and Rivera

NAYS: Representatives Kennedy, Acevedo, Hernandez, Fierro, and Canales

THE MOTION FAILED.

2ND MOTION

Motion made by Representative Fierro, seconded by Representative Kennedy, to **APPOINT Keri Moe** to the El Paso Water Utilities Public Service Board of Trustees.

AYES: Representatives Kennedy, Fierro, and Rivera

NAYS: Representatives Acevedo, Hernandez, Molinar, Salcido, and Canales

THE MOTION FAILED.

3RD AND FINAL MOTION

Motion made by Representative Acevedo, seconded by Representative Hernandez, and carried to **APPOINT Anna Gitter** to the El Paso Water Utilities Public Service Board of Trustees.

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Rivera, and Canales

NAYS: Representative Fierro

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Lisa Turner
3. Mr. Ron Comeau
4. Mr. Steven Strumer
5. Ms. Patricia Osmond
6. Mr. Richard Bonart
7. Mr. Eduardo Chavez
8. Mr. Mark Baker provided a statement related to LED streetlight hazards that was entered into the record

The Regular City Council meeting was **RECESSED** at 12:59 p.m. for lunch.

The Regular City Council meeting was **RECONVENED** at 2:04 p.m.

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

Motion made by Representative Rivera, seconded by Representative Fierro, 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 Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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

- 30.** An Ordinance changing the zoning of a portion of Tract 1G, Laura E. Mundy Survey No. 238, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-3 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Desert South Blvd. and North of Vinton Ave.

Applicant: Wieland Properties, Joint Venture, PZRZ23-00029

-
31. An Ordinance changing the zoning of a portion of F. Neve Survey No. 8, 4625 Delta Drive, City of El Paso, El Paso County, Texas from R-5/sp (Residential/special permit) to G-MU/sp (General Mixed Use/special permit), approving a master zoning plan, and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 4625 Delta Dr.

Applicant: Enrique Mata, PZRZ23-00016

.....
PUBLIC HEARING WILL BE HELD ON MARCH 12, 2024 FOR ITEMS 30 AND 31
.....

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

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

- 32.** *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the discussion and action on the award of Solicitation 2024-0056 Security Guard Services - Airport to KR Contracting, Inc. for an initial term of three (3) years for an estimated amount of \$6,178,869.90. The award also includes a two (2) year option for an estimated amount of \$4,119,246.60. The total contract time is for five (5) years for a total estimated amount of \$10,298,116.50. This contract will provide security guard services at the El Paso International Airport.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$3,357,569.76 for the initial term, which represents a 119.01% increase attributed to additional hours being added to the contract, as well as an increase in hourly billable rate.

Department:	El Paso International Airport
Award to:	KR Contracting, Inc.
City & State:	Germantown, Maryland
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$2,059,623.30
Initial Term Estimated Award:	\$6,178,869.90
Option Term Estimated Award:	\$4,119,246.60
Total Estimated Award:	\$10,298,116.50
Account(s):	562 - 3000 - 62070 - 522120 562 - 3000 - 62110 - 522120
Funding Source:	Airport Operations Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and El Paso International Department recommend award as indicated to KR Contracting, Inc. the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement and to deem The Kingdom Security Firm non-responsive due to not submitting a surety commitment letter.

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

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

- 33. ITEM:** Discussion and action on the award of Solicitation 2024-0193 Collection Services - Various City Facilities to Waste Connections Management Services, Inc., dba El Paso Disposal, LP for an initial term of three (3) year(s) for an estimated amount of \$930,795.00. The award also includes a two (2) year option for an estimated amount of \$620,530.00. The total contract time is for five (5) years for a total estimated amount of \$1,551,325.00. This contract will provide daily transportation of waste and recycle materials for the Environmental Services Department at various locations around the city.

Representatives Acevedo and Fierro commented.

The following City staff members commented:

- Ms. Karla Nieman, City Attorney
- Mr. Cary Westin, Interim City Manager

The following members of the public commented:

1. Ms. Bea Heist

2. Ms. Lisa Turner

1ST MOTION

Motion made by Representative Acevedo, seconded by Representative Kennedy, and carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 3:38 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss item 33:

Section 551.071 CONSULTATION WITH ATTORNEY

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Fierro, Rivera and Canales
NAYS: Representative Molinar

Representative Salcido was not present in Executive Session since she participated virtually; Representative Canales joined the executive session in person.

2ND MOTION

Motion made by Representative Molinar, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the Executive Session at 4:41 p.m. and **RECONVENE** the meeting of the City Council at which time a motion was made:

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera and Canales
NAYS: None

3RD AND FINAL MOTION

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Fierro, and carried to **REJECT ALL BIDS** on Solicitation 2024-0193 Collection Services - Various City Facilities to Waste Connections Management Services, Inc., dba El Paso Disposal, LP for an initial term of three (3) year(s) for an estimated amount of \$930,795.00. The award also includes a two (2) year option for an estimated amount of \$620,530.00. The total contract time is for five (5) years for a total estimated amount of \$1,551,325.00. This contract will provide daily transportation of waste and recycle materials for the Environmental Services Department at various locations around the city.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$86,070.00 for the initial term, which represents a 10.19% increase due to the current wage market and fuel prices.

Department:	Environmental Services
Award to:	Waste Connections Management Services, Inc. dba El Paso Disposal, LP
City & State:	The Woodlands, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$310,265.00
Initial Term Estimated Award:	\$930,795.00
Option Term Estimated Award:	\$620,530.00
Total Estimated Award	\$1,551,325.00
Funding Source(s):	Environmental Fee

District(s): All

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

The Purchasing & Strategic Sourcing Department and Environmental Services Department recommend award as indicated to Waste Connections Management Services, Inc. dba El Paso Disposal, LP the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, and Rivera

NAYS: Representative Canales

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

- 34. ITEM:** An Ordinance amending Ordinance No. 016528 to modify requirements for membership on the Board of Directors of the Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas.

Ms. Karina Brascalla, Economic and International Development Interim Director, along with David Pettit and Natalie Moore, consultants, presented a PowerPoint presentation for Items 34 and 35 (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Acevedo, Hernandez, and Canales commented.

The following members of the public commented:

1. Mr. Joe Gudenrath
2. Ms. Lisa Turner

Motion made by Representative Canales, seconded by Representative Kennedy, and unanimously carried that the City Manager **INSTRUCT** staff to work with the City Attorney's Office to incorporate the recommendations of the TIRZ5 board in the proposed Amendment to Ordinance 016528 namely: to allow for the TIRZ5 Board of Directors to remain in its current form with the Board performing all of the duties required to assure compliance with Texas Tax Code Section 311, as may be amended; and that the Board shall not be authorized to issue bonds, impose taxes or fees, exercise eminent domain, or give final approval to the TIRZ5's Project and Finance Plan, said rights shall remain solely under the purview and authority of the City Council of the City of El Paso.

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

35. **ITEM:** An Ordinance of the City Council of the City of El Paso, Texas, approving amendment number twenty-three to the Project and Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, amending the plan to update the projected tax increment reinvestment zone revenue and establishing project cost categories.

Mr. Joe Gudenrath, citizen, commented.

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and unanimously carried to **DELETE** the item.

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

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

36. **ORDINANCE 019590**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.44 (COURTS), SECTION 2.44.030 (JUDGES) TO UPDATE AND CLARIFY THE PROCESS OF FILLING VACANCIES IN THE POSITIONS OF MUNICIPAL COURT JUDGE OR SUBSTITUTE ASSOCIATE MUNICIPAL COURT JUDGE.**

Ms. Annabelle Casas, Municipal Court Assistant Director, commented.

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

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Fierro, Rivera, and Canales

NAYS: Representative Molinar

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

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

37. **ORDINANCE 019591**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED, AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 0.18 ACRES OF LAND DESCRIBED AS TRACTS 16E AND 16B3, BLOCK 1, UPPER VALLEY SURVEYS, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

Motion duly made by Mayor Pro Tempore Kennedy, seconded by Representative Fierro, and carried that the Ordinance be **ADOPTED**.

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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

38.

ORDINANCE 019592

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED, AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 0.73 ACRES OF LAND DESCRIBED AS TRACTS 4A1A, 4B1, AND 5A1, BLOCK 1, UPPER VALLEY SURVEYS, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

Motion duly made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and carried that the Ordinance be **ADOPTED**.

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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

39.

ORDINANCE 19593

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING THE CIVIL SERVICE RULES AND REGULATIONS, ORDINANCE 8065, RULE 1, SECTION 2 (C) SECRETARY TO NAME THE HUMAN RESOURCES DIRECTOR OR DESIGNEE AS SECRETARY; AND RULE 1, SECTION 9 COMMISSION RECORDER TO ENABLE THE PERSON CARRYING OUT THE DUTIES OF THE RECORDER TO BE A CITY EMPLOYEE HIRED IN ALIGNMENT WITH THE CITY CHARTER.**

Motion duly made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and carried that the Ordinance be **ADOPTED**.

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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

REGULAR AGENDA – OTHER BUSINESS:

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

40.

R E S O L U T I O N

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

That the City Manager be authorized to execute a Second Amendment of the Chapter 380 Grant Agreement dated December 11, 2012 by and between the **CITY OF EL PASO, TEXAS**, a home-rule municipality and **ADP, INC., (F/K/A/ ADP, LLC)**, a Delaware corporation, to revise the Full-Time Employment definition, shorten the Grant Period, and lower the aggregated Grant Amount.

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

Mayor Leeser and Representatives Kennedy, Hernandez, Salcido, Fierro, and Canales commented.

Mr. Cary Westin, Interim City Manager, commented.

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

AYES: Representatives Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: Representative Kennedy

.....
The Regular City Council meeting was **RECESSED** at 5:29 p.m. to address technical issue.

The Regular City Council meeting was **RECONVENED** at 5:32 p.m.

.....
41.

R E S O L U T I O N

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

THAT the City Manager, or designee, be authorized to sign a Tax Increment Reinvestment Zone Reimbursement Agreement between the City of El Paso and Jordan Foster Construction ("Contractor") to reimburse Contractor for the construction, installation, and implementation of street improvements contained within the public right-of-way and generally located on W. Main Drive between N. Santa Fe Street and N. El Paso Street (the "Project"). Said reimbursement is limited to costs incurred by Contractor in connection with the Project and shall not exceed \$830,000.00.

Mayor Leeser and Representatives Kennedy, Hernandez, and Rivera commented.

The following City staff members commented:

- Ms. Karina Brasgalla, Economic and International Development Assistant Director
- Ms. Daniela Quesada, City Architect
- Mr. Cary Westin, Interim City Manager

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

AYES: Representatives Acevedo, Hernandez, Salcido, and Canales
NAYS: Representative Kennedy
NOT PRESENT FOR THE VOTE: Representatives Molinar, Fierro, and Rivera

.....
The Regular City Council meeting was **RECESSED** at 5:34 p.m. in order to convene the Downtown Development Corporation.

The Regular City Council meeting was **RECONVENED** at 6:05 p.m.

.....
42.

R E S O L U T I O N

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

THAT the City of El Paso approves capital improvements totaling approximately \$6,818,984.00 (Exhibit "A"**, attached hereto), which include \$2,501,484.00 of previously completed projects, thereby updating the document known as the "Five Year Capital Maintenance Improvement Plan for the Ballpark" for FY2024 through FY2028.

THAT the City of El Paso approves the use of 5-year Ballpark estimated revenues of \$6,825,000.00 as funding sources for the Plan.

THAT the City of El Paso authorizes the City Manager to make all necessary budget transfers to complete the improvements.

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

Mayor Leeser commented.

Ms. Patricia Osmond, citizen, commented.

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera and Canales

NAYS: None

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

-
43. ITEM: Discussion and action on a Resolution approving an alternative site for the Multipurpose Cultural and Performing Arts Center and directing the Interim City Manager to take necessary steps in preparation and support of the project.

Ms. Daniela Quesada, City Architect, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following City staff members commented:

- Ms. Laura Cruz-Acosta, Strategic Communications Director
- Mr. Cary Westin, Interim City Manager

Motion made by Representative Salcido, seconded by Representative Hernandez, and unanimously carried to **POSTPONE** the item for **FOUR WEEKS**.

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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

44.

R E S O L U T I O N

WHEREAS, Eco El Paso is a 501 (c) (3) nonprofit focused on sustainability in the desert climate of the City of El Paso (the "City"); and

WHEREAS, Eco El Paso initiated a tree planting program entitled "Million Trees El Paso"; and

WHEREAS, Million Trees El Paso's mission is to plant and care for at least one million native or drought-tolerant trees across the City, with the goal of restoring the City's tree canopy cover and reducing the heat island effect, while creating environmental and aesthetic benefits; and

WHEREAS, Eco El Paso intends to apply for a Community Forestry Grant through the Texas A&M Forest Service (the "Grant"); and

WHEREAS, if selected for the Grant, Eco El Paso would use the funds to plant trees, train tree stewards, and encourage local participation and service under the umbrella of 915 Treekeepers; and

WHEREAS, the City has actively collaborated with Eco El Paso in the 915 Tree Keepers program, with a current allocation of \$86,500 to that program; and

WHEREAS, Eco El Paso has asked the City for its support in Eco El Paso's submission of an application to the Texas A&M Forest Service FY24 Community Forestry Grants program.

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

THAT the City of El Paso supports Eco El Paso in its submission of a grant application to the Texas A&M Forest Service FY24 Community Forestry Grants program.

Mr. Omar Martinez, Grants and Strategic Initiatives Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mr. Josh Simmons, Executive Director, and Ms. Blanca Ibarra, President of eco El Paso, commented.

Representatives Hernandez and Canales commented.

Ms. Laurie Marshall, citizen, commented.

Ms. Iberty Trevino submitted a statement of support that was entered into the record.

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

.....

<u>ADJOURN</u>

.....

Motion made by Representative Hernandez, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 6:59 p.m.

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera and Canales

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-50, 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 #: 24-263, 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.

A Resolution that the City Manager, or designee, be authorized to sign an Office Space Rental Agreement between the City of El Paso and Mesa Airlines, Inc., for 281 square feet of office and related shared space in the Airport Terminal Building, located at 6701 Convair Road, El Paso, Texas 79925, for a one-year term with automatic renewal for four (4) additional terms of one (1) year each.

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

DEPARTMENT: Aviation

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 3

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

SUBGOAL: N/A

SUBJECT:

A Resolution that the Interim City Manager, or designee, be authorized to sign an Office Space Rental Agreement between the City of El Paso and Mesa Airlines, Inc., for 281 square feet of office and related shared space in the Airport Terminal Building, located at 6701 Convair Road, El Paso, Texas 79925, for a one-year term with automatic renewal for four (4) additional terms of one (1) year each.

BACKGROUND / DISCUSSION:

Mesa Airlines Inc. is requesting a new lease for terminal office space to provide aircraft maintenance services to American Airlines, LLC.

The initial lease with Mesa Airlines, Inc., expired on October 18, 2023 and requires a new lease.

PRIOR COUNCIL ACTION:

October 19, 2022 - Terminal Lease Agreement

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



for **Sam Rodriguez, Aviation Director**

RESOLUTION

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

That the Interim City Manager, or designee, be authorized to sign an Office Space Rental Agreement between the City of El Paso and Mesa Airlines, Inc., for 281 square feet of office and related shared space in the Airport Terminal Building, located at 6701 Convair Road, El Paso, Texas 79925, for a one-year term with automatic renewal for four (4) additional terms of one (1) year each.

APPROVED this ____ day of _____, 2024.


CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

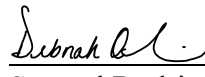
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



for Samuel Rodriguez, P.E.
Director of Aviation

OFFICE SPACE RENTAL AGREEMENT

El Paso International Airport
El Paso, Texas

March 1, 2024
Effective Date

Mesa Airlines, Inc.
LESSEE

OFFICE SPACE RENTAL AGREEMENT

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ATTACHMENT:

EXHIBIT “A” – Description of Premises
EXHIBIT “B” – FAA Required Provisions

OFFICE SPACE RENTAL AGREEMENT

THIS OFFICE SPACE RENTAL AGREEMENT (“Agreement”) is entered into this ____ day of February, 2024, by and between the City of El Paso (“**Lessor**”) and Mesa Airlines, Inc. (“**Lessee**”).

WITNESSETH:

WHEREAS, the Municipal Airports Act of the State of Texas authorizes municipal airports, as governmental entities, to assess charges, rentals or fees for the privilege of supplying goods, commodities, things, services or facilities at municipal airports, with due regard to the property and improvements used and the expenses of operation to the municipality;

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

WHEREAS, Lessee is engaged in the business of providing aircraft maintenance services and desires to use certain facilities at the Airport and lease from the City certain premises and facilities in connection with Lessee’s use of the Airport;

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

WHEREAS, Lessor and the Lessee have the power and authority to enter into this Agreement.

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

ARTICLE I - TERM

Section 1.01 Term

The term of this Agreement shall commence on March 1, 2024 (“**Effective Date**”), regardless of the date signed, and shall be for a period of one year.

Section 1.02 Automatic Renewal

Provided that Lessee is not in default and there is no condition or event which, with notice from Lessor, would become an event of default under this Agreement, this Agreement shall automatically renew for four (4) one-year renewal periods upon the expiration of the Initial Term (for the first renewal period to commence) and then upon the expiration of the first renewal period (for the second renewal period to commence), on the same terms and conditions as the Agreement, unless Lessee provides Lessor with written notice of Lessee’s intent to terminate the Agreement at least sixty (60) days prior to the end of the Initial Term or the first renewal period. Should notice of intent to terminate the Agreement be provided by Lessee to Lessor pursuant to this Section 1.02, for the notice of intent to terminate provided by Lessee during the Initial Term, the termination shall be effective on the last day of the

Initial Term; and for the notice of intent to terminate provided by Lessee during the first renewal period, the termination shall be effective on the last day of the first renewal period.

Section 1.03 Holding Over

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Agreement shall operate and be construed as a tenancy from month to month at a rental of one and one-half (1.5) times the most recent rental rate, and Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Agreement, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

ARTICLE II - PREMISES AND PRIVILEGES

Section 2.01 Description of the Premises

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to the Lessee and the Lessee does hereby lease from Lessor the following described Premises located in the Airport terminal (collectively referred to herein as the "Premises"), which is more fully described in **EXHIBIT "A"** and which is attached hereto and incorporated herein for all purposes:

1. Office Space: Two hundred and twenty-seven (227) square feet.
2. Hallway: Fifty-four (54) square feet.

Total area to be leased 281 square feet.

Section 2.02 Reassignment of the Premises During Construction

The Director may temporarily reassign all or any portion of the Premises or other areas utilized by the Lessee during any construction after reasonable written notice is provided to Lessee. The cost for any temporary relocation resulting from construction shall, at the discretion of the Director, be either borne by the Lessee necessitating the relocation or shall be included as part of the City's project cost. During the period when Lessee is temporarily relocated, appropriate adjustments to rental and other fees shall be made to reflect any differences between the area of the Premises and the area of temporarily assigned premises.

Section 2.03 General Privileges, Uses and Rights

The Premises shall be used as office space in connection with Lessee's business of providing passenger services to customers traveling on American Airlines to include wheelchair escort services, baggage handling services and skycap services at the Airport, and Lessee shall not use, or permit the use of, the Premises, or any part thereof, for any other purpose or purposes, without the written consent of Director. No use shall be made, or permitted to be made, of the premises, nor any acts done, which will increase the existing rate of insurance on the Airport Terminal, or cause a cancellation of any insurance policy covering the Terminal, or any part thereof.

Section 2.04 Restrictions on Privileges, Uses and Rights

- A. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, any public or private nuisance or other act or thing that may disturb the quiet enjoyment of any other Lessee in the Terminal.
- B. Lessee shall, at its sole cost and expense, comply with all the requirements of all municipal, state, and federal authorities and rules and regulations of the Airport, now in force and which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal ordinances and state and federal statutes and Airport rules and regulations now in force or which may hereafter be in force.
- C. Lessee covenants that it will not vacate or abandon the Premises at any time during the term; and if Lessee nevertheless does abandon, vacate, or surrender the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor.
- D. LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES AS-IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE. Lessee shall take good care of the Premises and they shall not be altered, repaired, or changed without the written consent of the Director; and that, unless otherwise provided for by written agreement, all alterations, improvements, and changes that may be required shall be done either by or under the direction of the Director, but at the cost of Lessee, and shall be the property of Lessor, and shall remain upon and be surrendered with the Premises, excepting, however, that at Lessor's option, Lessee shall, at its expense, when surrendering the Premises, remove all partitions, counters, railing, equipment, etc., installed in the Premises by Lessee; that all damage or injury done to the Premises by Lessee, or by any person who may be in or on the Premises at the invitation of Lessee, shall be paid for by Lessee; and that Lessee shall, at the termination of this Agreement, surrender the Premises to Lessor in good condition and repair, normal wear and tear excepted.

Section 2.05 Conditions and Terms

This Agreement is entered into subject to the following conditions and terms:

- A. Lessee shall have the right to use, in common or jointly with other duly authorized users, those portions of the Terminal, together with all facilities, improvements, equipment, and services that have been or may hereafter be provided for their common or joint use, subject to this Agreement, the rules and regulations of the Airport and any applicable local, state or federal law.
- B. Lessee warrants that it is able to and will provide and maintain first-class quality facilities and services on Airport premises. Lessee further agrees that the passenger

services which it conducts on Airport premises shall be delivered in a prompt, courteous and efficient manner and shall be adequate to meet the demand for said service on the Airport.

- C. Lessee shall keep the Premises and the locations from which Lessee's services are offered in a safe, clean and orderly condition at all times satisfactory to the Director.
- D. Lessee shall at all times retain an active, qualified, competent and experienced manager to supervise the checkpoint operations and to represent and act for the Lessee. Lessee shall maintain an employee inspection program to insure a high standard of service to the public.
- E. Lessee shall require that its employees are in proper uniform or attire; said employees shall be clean, courteous, efficient, and neat in appearance at all times. Lessee shall not employ any person(s) who uses improper language or acts in a loud, boisterous or offensive manner in or about Airport premises.
- F. Authorization to Enter Restricted Area. Lessee understands that the Premises include access to a restricted area of the Airport and that Lessee and its agents, employees, servants or independent contractors must be authorized by the Lessor to enter restricted areas of the Airport prior to their entry thereon. The authorization to enter restricted areas of the Airport is not granted by this Agreement, but shall be granted to Lessee upon Lessee's completion of security clearance and identification badging requirements necessary of all persons entering restricted areas of the Airport. As Lessee is required to comply with all applicable rules and regulations, any violation of this provision or those security rules and regulations applicable to the restricted areas of the Airport, shall be considered to be a material violation of this Agreement and grounds for termination.
- G. Penalties Assessed by Federal Agencies. Lessee understands and agrees that in the event any federal agency assesses a civil penalty against the Lessor or the Airport for any security violation as a result of or related to any act or failure to act on the part of Lessee, its agents, employees or independent contractors, Lessee shall reimburse the Lessor in the amount of the civil penalty assessed. Failure to reimburse the Lessor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

Lessee is familiar with the restrictions imposed on City by 49 CFR Part 1540 and 1542 as amended and agrees to assume responsibility for compliance with said regulations as they relate to access and identification procedures on the Premises. Lessee recognizes that all persons in or on the Premises must comply with federal safety and security requirements and agrees that all employees shall, as a condition of being on the Premises, be badged by the Airport and that all other persons shall be escorted in accordance with Airport requirements. Lessee shall also require that all personnel of any subcontractor or sublessee shall also be similarly badged and/or escorted.

Section 2.06 Employee Parking Facilities

Lessee's employees working at the Airport Terminal will be provided vehicular parking facilities, if available, in common with other employees. Such facilities shall be located in an area designated by the Director. The Director reserves the right to assess a reasonable charge to Lessee or its employees for such parking facilities.

ARTICLE III - RENTALS AND FEES**Section 3.01 Rentals**

During the initial term hereof, the rental rate applicable to the Premises shall be at the following rate:

\$48.43 per square foot per annum for the Office Space and Shared Hallway, or the current applicable rate as defined by City's Budget Resolution (Signatory Terminal Rental Rate FY 2024 (9/1/2023-8/31/2024)).

227 sq. ft. of Office Space at \$48.43/sq. ft./annum = \$10,993.61/yr.

54 sq. ft. of Shared Hallway at \$48.43/sq. ft./annum = \$2,615.22/yr.

281 sq. ft. of Electric/Telecom at \$3.24/sq. ft./annum = \$910.44/yr.

Said annual rental amount shall be \$14,519.27, and shall be paid in twelve (12) equal monthly installments in the amount of \$1,209.94, on or before the first day of each month throughout the term of this Agreement, without the necessity for an invoice.

Section 3.02 Electricity Charges

Lessee shall pay City charges for electrical power used in the Premises at the rate of \$3.24 per square foot per annum, or the current applicable rate as defined by the City's Budget Resolution. Such charges shall be paid in twelve (12) equal monthly installments on or before the first day of each month throughout the term of this Agreement, without the necessity for an invoice.

Section 3.03 Airport Identification/Access Fees

Lessee shall pay all fees associated with Airport badging of Lessee's employees, including but not limited to all related background and fingerprinting costs, prior to gaining access to secured areas of the Airport.

Section 3.04 Unpaid Rent, Fees and Charges

For any installments of rent, any fees, or other charges or monies accruing under any provision of this Agreement that are not received within the tenth (10th) day of the date in which payment is due, such payments shall bear interest at a rate equal to the maximum allowed by law from the date when the same was due according to the terms of the Agreement until actually paid by Lessee.

Section 3.05 Default for Failure to Pay Rentals, Fees and Charges

In the event Lessee fails to pay any rentals, charges, and fees hereunder within the due date(s) established herein, Lessor may, at its option, and upon ten (10) days written notice to Lessee (unless in such ten-day period Lessee shall have corrected such failure to pay) immediately or at any time thereafter, enter into and upon the Premises or any additional storage, parking or other related areas utilized by Lessee and repossess the same. In said event, Lessor may expel Lessee and those claiming by, through or under it and remove Lessee's effects forcibly, if necessary, without being deemed guilty

of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant. On reentry, as aforesaid, this Agreement shall terminate.

Section 3.06 Contractual Lien

In addition to any other rights or remedies allowed by law, the Lessor shall have a lien on all of the property of the Lessee used or situated on the Premises, to secure payment of rentals owed hereunder by the Lessee to the Lessor at any time during the existence of this Agreement, and in default of payment may take possession of and sell such property as may be sufficient to pay the delinquent rent or indebtedness.

Section 3.07 Taxes and Other Charges

Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against the Lessee or the Lessor, with respect to the Premises, during the term of this Agreement including any extensions granted thereto. Lessee shall be responsible for and shall pay all taxes, which may be levied or assessed against Lessee's interest in this Agreement or machinery, equipment or other personal property owned or used by Lessee and located on the Premises.

The Lessee in good faith may contest any tax or governmental charge; provided that the Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless in the opinion of counsel satisfactory to the Lessor such action will not adversely affect any right or interest of the Lessor.

Section 3.08 Place of Payment

All rentals, fees or other charges provided herein shall be paid by Lessee to Lessor at the following address:

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

Payment via an electronic payments system is encouraged provided the system is approved in advance by the Director of Aviation.

ARTICLE IV - MAINTENANCE AND REPAIRS

Section 5.01 Lessee's Maintenance

Lessee shall, at its sole cost and expense, maintain the Premises and every part thereof in good order and repair and in good and safe condition; shall repair all damages caused by its employees, patrons, or its operation of said service; shall maintain and repair all equipment on said Premises; and shall repaint its own leased space when necessary, such repair and repainting to require the prior approval of the Director. Lessee, at its own expense, shall provide for janitorial services in the Premises.

Lessee further understands and agrees that Lessor shall be the sole judge of the quality of maintenance and that upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever maintenance Lessor deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

Section 5.02 Lessor's Maintenance

Lessor shall maintain the structure of the Terminal Building, the roof and outer walls. However, Lessor shall not furnish janitorial service, window cleaning, guarding or custodial services, or any janitorial material or supplies for the Premises.

Lessee shall permit Lessor and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, for the purpose of maintaining the Terminal for the purpose of making repairs, alterations, or additions to any other portion of the Terminal, including the erection of scaffolding, props, or other mechanical devices, without any rebate of rent to Lessee or damages for any loss of occupation or quiet enjoyment of the Premises thereby occasioned.

Lessor agrees to furnish the Premises with heat and air conditioning without cost to Lessee. Lessee agrees to immediately notify the Director of the loss of any electrical power or lighting; however, Lessor shall not be liable, under any circumstances, for any loss of said utilities. Lessor shall clean and service the common hallways and restrooms and shall provide reasonable ingress and egress through the common hallway to the Premises. Lessor shall not be liable, under any circumstances for any loss of, or injury to, any property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing.

ARTICLE VI - ASSIGNMENT, TRANSFER AND SUBLETTING**Section 6.01 Assignment**

Lessee shall not sell, assign or transfer any rights or privileges granted by this Agreement nor sublet any part or all of the Premises without the prior written consent of the Lessor.

ARTICLE VII - CANCELLATION**Section 7.01 Cancellation Notice**

Either party can give thirty (30) days written notice of cancellation.

Section 7.02 Events of Default

In addition, this Agreement shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of whole or any part of the amounts agreed upon herein for a period of ten (10) days after Lessor has notified Lessee in writing that the payment was not received when due; or
- B. Make any general assignment for the benefit of creditors; or
- C. Abandon the Premises; or default in the performance of any of the covenants, conditions or agreements required herein (except rental payments) to be kept and performed by Lessee and such default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period Lessee shall commence and diligently perform such action as may be reasonably necessary to cure such default.

In the case of any of the aforesaid events of default, Lessor may cancel this Agreement and take immediate possession of the Premises, including any and all improvements therein, and remove

Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

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

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

ARTICLE VIII - INDEMNIFICATION AND INSURANCE

Section 8.01 INDEMNIFICATION

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

Section 7.02 Insurance

Lessee, at its sole cost and expense shall, throughout the term of this Agreement, provide and keep in force for the benefit of Lessor and Lessee, as their respective interests may appear, comprehensive general liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) for bodily injury to one person for each occurrence, One Million Dollars (\$1,000,000.00) for bodily injuries to more than one person arising out of each occurrence and One Hundred Thousand Dollars (\$100,000.00) for property damage arising out of each occurrence.

Section 8.03 Authorized Insurance Companies

All such policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor. Certificates of insurance shall be delivered to Lessor at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying the Lessor to be listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; and (d) an agreement by the insurance company issuing such policy that the policy shall not be canceled without at least ten (10) days' prior

written notice to Lessor.

ARTICLE IX - SURRENDER OF POSSESSION

Section 9.01 Surrender of Premises

Upon the expiration or cancellation of this Agreement, Lessee's rights, privileges and use of all premises and facilities shall cease and Lessee shall forthwith surrender the same. Lessee shall restore the Premises to its original condition as of the beginning of occupancy, ordinary wear and tear, damage by the elements, fire, explosion or other causes entirely beyond Lessee's control excepted.

ARTICLE X – FAA REGULATIONS

Section 10.01 FAA ORDER 1400.11

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the “Acts and Regulations”) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

2. A. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

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

3. A. During the term of this lease, Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

Section 10.02 General Civil Rights Provision

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

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

Section 10.03 Compliance with FAA Requirements and Nondiscrimination Requirements

Lessee shall comply with and shall cause its assignees, successors in interest, and any contractor, subcontractor, lower-tier subcontractor, or service provider of Lessee to comply with, to the extent required by applicable law, all provisions of Exhibit B, Federal Aviation Administration Required Provisions, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein.

Section 10.04 Affirmative Action

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

ARTICLE XI - GENERAL PROVISIONS

Section 11.01 Notices

All notices provided to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid or by nationally recognized overnight courier, with proof of delivery, addressed to the proper party at the following addresses:

LESSOR: City Clerk
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

COPY TO: Director of Aviation
El Paso International Airport
6701 Convair Road
El Paso, Texas 79925-1099

LESSEE: Mesa Airlines, Inc.

Attn: VP of Maintenance & Engineering
410 N. 44th Street, Suite 700
Phoenix, Arizona 850008

With copy to: Mesa Airlines, Inc.

Attn: Legal Department
410 N. 44th Street, Suite 700
Phoenix, Arizona 85008

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

Section 11.02 Subordination to Agreements with U. S. Government

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Lessor for Airport purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended from time to time.

Section 11.03 Nonwaiver of Rights

The non-enforcement by either party of the breach of any term, covenant or condition herein stipulated shall never be construed to be a waiver of any other or succeeding breach of any term, covenant or condition herein imposed upon the other party, and the acceptance of payments of any amounts due or to become due hereunder in any other way or manner, or at any other time than herein provided, shall never be construed as a waiver of the right of Lessor of any of the provisions herein imposed upon Lessee.

Section 11.04 Severability

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

Section 11.05 Headings

The headings of the articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 11.06 Assignment by Lessor or Other Successor in Interest

Lessor may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest. Lessor, airport authority, or other successor in interest may assign, pledge, or take other appropriate action with respect to this Agreement and their rights and interests hereunder for any purpose.

Section 11.07 Redevelopment

If this Agreement is terminated as provided herein as a result of physical changes associated with the development of the Airport, Lessee waives any and all rights to reimbursements, allowances, loans, or other forms of payment for relocation, rental or any other costs which might apply to tenants in other locations who are required to relocate due to construction of public facilities.

Section 11.08 Quiet Enjoyment

Lessor covenants and agrees that Lessee on paying the rentals, fees and charges herein provided for and observing and keeping all the covenants, conditions, and terms of this Agreement, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Agreement without hindrance or molestation by Lessor or any person claiming under Lessor.

Section 11.09 Agreement Subject to Covenants in Deed

It is mutually agreed that this Agreement is made subject to the covenants, requirements, and restrictions contained in the Deed by which Lessor obtained title to Airport property from the Government of the United States.

Section 11.10 Force Majeure

No party to this Agreement is responsible to the other party for nonperformance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.

Section 11.11 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties, and all other representations or statements heretofore made, verbal or written, are merged herein.

Section 11.12 Time is of the Essence

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

Section 11.13 Attorney's Fees

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

Section 11.14 Agreement Made in Texas

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

Section 11.15 Cumulative Rights and Remedies

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

Section 11.16 Interpretation

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

Section 11.17 Agreement Made in Writing

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

Section 11.18 Successors and Assigns

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

Section 11.19 Authorization to Enter Agreement

Each of the persons executing this Agreement on behalf of Lessee warrants to Lessor that Lessee is a duly authorized and existing entity, that Lessee is qualified to do business in the State of Texas, that Lessee has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Lessee is authorized to do so. Upon the Director's request, Lessee will provide evidence satisfactory to the Director confirming these representations.

[Signatures begin on the following page]


LESSOR’S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, this Agreement has been approved as of the date first noted above.

LESSOR: CITY OF EL PASO


Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Leslie E. 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)

This instrument was acknowledged before me on this _____ day of _____, 2024, by Cary Westin, as Interim City Manager of the **City of El Paso, Texas** (“Lessor”).

Notary Public, State of Texas

[Signatures continue on the following page]

LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

LESSEE: Mesa Airlines, Inc.

By: [Signature]
Print Name: Michael Lotz
Title: President
Date: _____

ACKNOWLEDGMENT

THE STATE OF ARIZONA
)
COUNTY OF MARICOPA

This instrument was acknowledged before me on this 23 day of JANUARY, 2024, by MICHAEL LOTZ, as PRESIDENT, of MESA AIRLINES ("Lessee").

[Signature]
Notary Public, State of ARIZONA

My Commission Expires:
AUG. 23, 2027

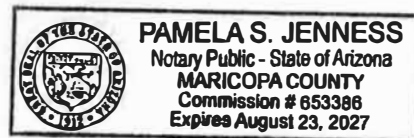


Exhibit “A”
Description of Premises

Exhibit A - Premises

Page 1 of 2

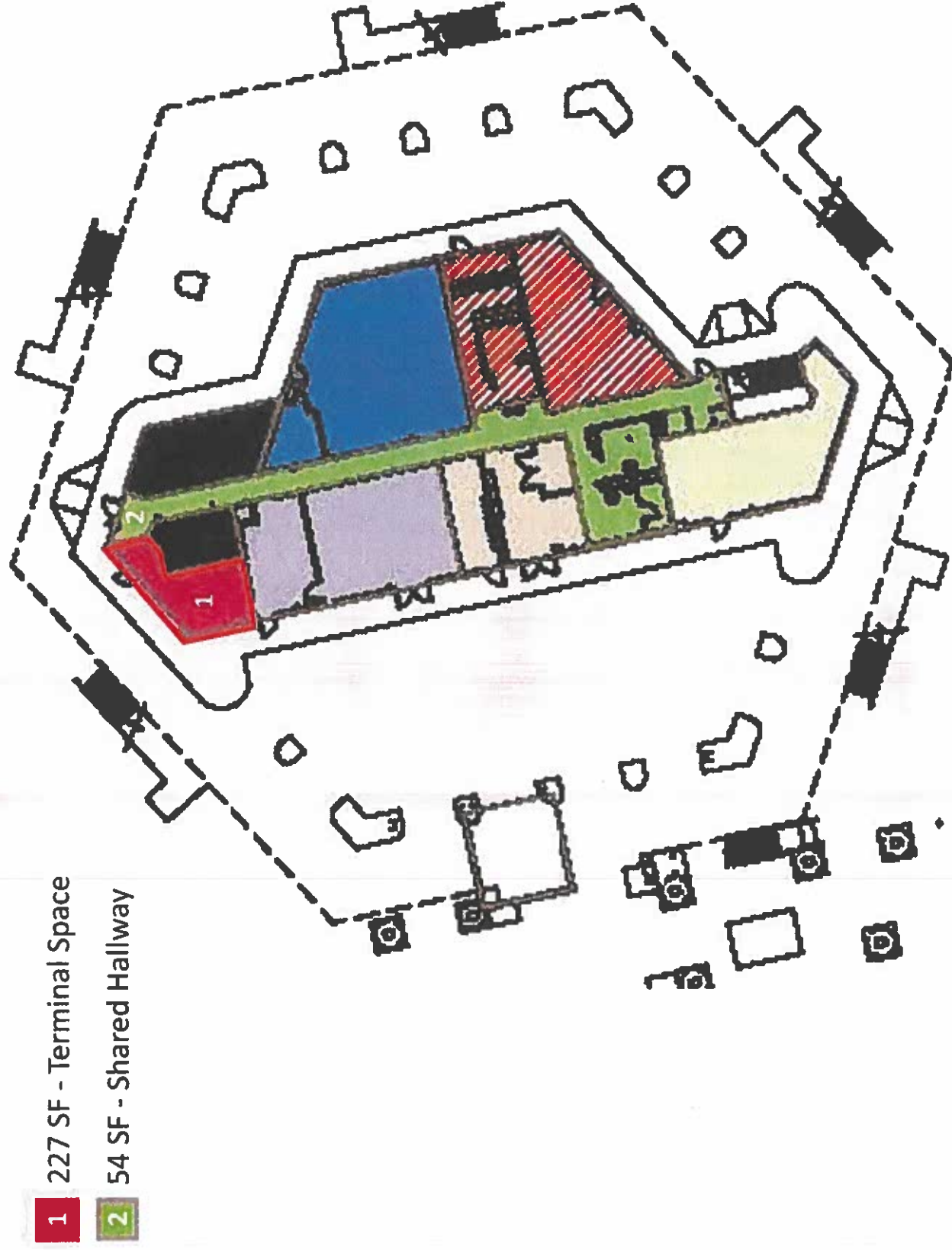
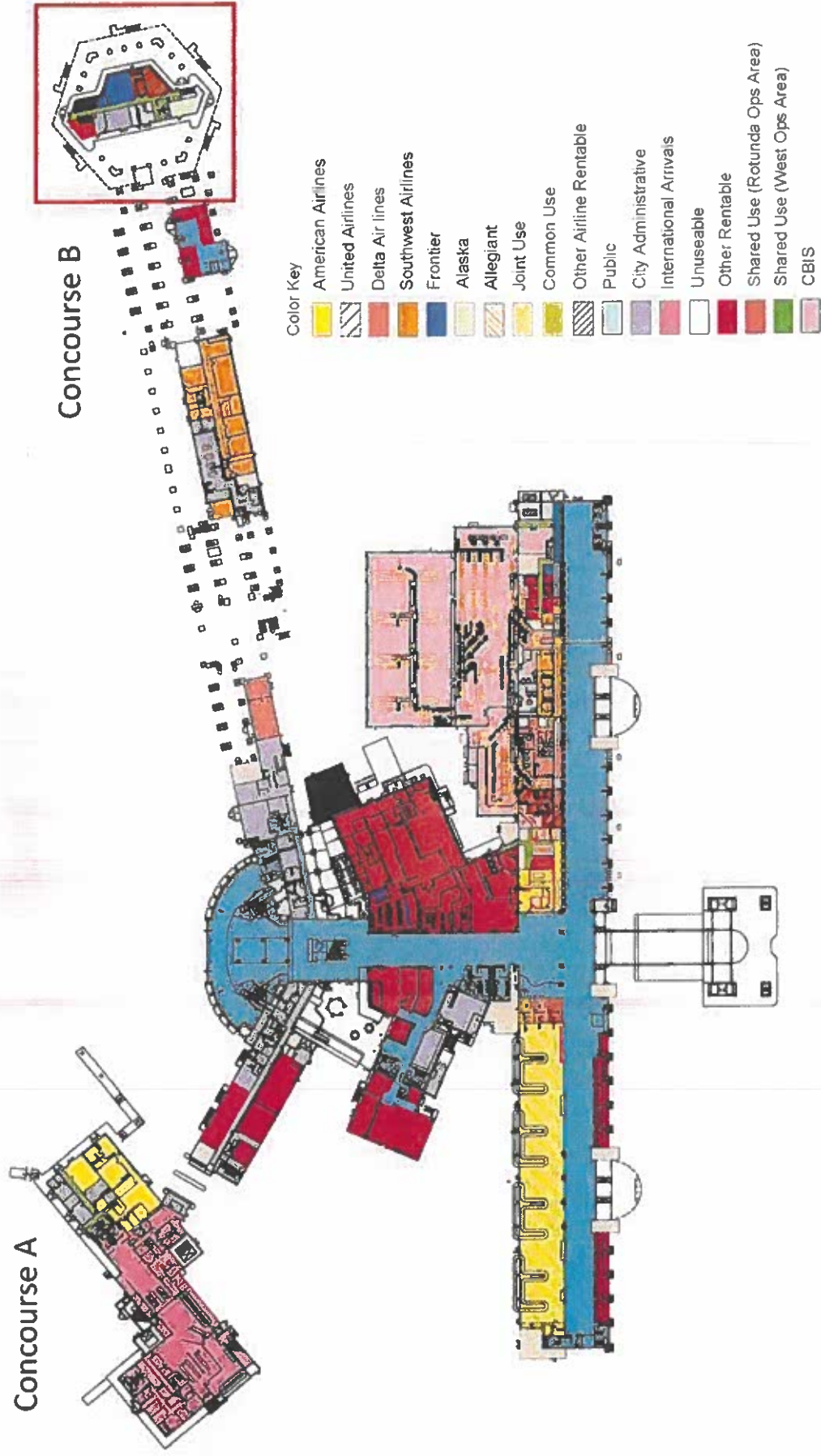


Exhibit A - Location of Premises Page 2 of 2



El Paso International Airport Terminal Building, Concourse B, First Floor

Exhibit "B"
Federal Aviation Administration Required Provisions

A. General Civil Rights Clause.

1. In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee.
2. The above provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the Airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Provisions. During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Agreements, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any

information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).
- D. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.
1. Lessee for itself, its, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 2. In the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.
- E. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Lessee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
2. With respect to the Lease, in the event of breach of any of the above Non-discrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

F. Subcontracts. Lessee agrees that it shall insert in any subcontracts the clauses set forth in paragraphs (A) through (E) above and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. Lessee shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E).



Legislation Text

File #: 24-274, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 6

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution that the Director of Aviation or designee be authorized to submit a minor boundary modification application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcel:

13490 Pellicano Drive, El Paso County, Texas 79928 which includes the following parcels:

79 TSP 3 SEC 19 T & PABST 2155 W ½ OF NE¼ OF NW¼ OF NE¼ (EXC NLY 60.00 FT) (4.5455 AC)

79 TSP 3 SEC 19 T & PABST 2155 E ½ OF NE¼ OF NW¼ OF NE¼ (EXC NLY 60.00 FT) (4.5455 AC)

79 TSP 3 SEC 19 T & PABST 2155 W ½ OF SE¼ OF NW¼ OF NE¼ (5.00 AC)

79 TSP 3 SEC 19 T & PABST 2155 E ½ of SE¼ OF NW¼ OF NE¼ (5.00 AC)

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

DEPARTMENT: Aviation

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 6

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

SUBGOAL: 1

SUBJECT:

That the Director of Aviation or designee be authorized to submit a minor boundary modification application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcel:

13490 Pellicano Drive, El Paso County, Texas 79928 which includes the following parcels:

79 TSP 3 SEC 19 T & P ABST 2155 W ½ OF NE ¼ OF NW ¼ OF NE ¼ (EXC NLY 60.00 FT)
(4.5455 AC)

79 TSP 3 SEC 19 T & P ABST 2155 E ½ OF NE ¼ OF NW ¼ OF NE ¼ (EXC NLY 60.00 FT)
(4.5455 AC)

79 TSP 3 SEC 19 T & P ABST 2155 W ½ OF SE ¼ OF NW ¼ OF NE ¼ (5.00 AC)

79 TSP 3 SEC 19 T & P ABST 2155 E ½ of SE ¼ OF NW ¼ OF NE ¼ (5.00 AC)

BACKGROUND / DISCUSSION:

Foreign Trade Zone 68 currently has 3448 acres designated as FTZ authorized land in the City of El Paso. These are parcels of land that are strategically located throughout El Paso covering industrial parks and stand-alone facilities.

The Minor Boundary Modification will add the above listed parcel of land to the FTZ designated boundaries for the City of El Paso. This location is not currently in the FTZ 68 designated boundaries, so we will submit a standard Minor Boundary Modification/Sub Zone Expansion to the Foreign Trade Zones Board, US Department of Commerce, Washington, D.C., for their approval. This parcel is located in El Paso County (Precinct 3), El Paso Community College (District 7), the Socorro Independent School District (District 4), and the El Paseo Municipal Utility District (District 1).

The City of El Paso has a grant authority to establish, operate, and maintain FTZ 68 in the El Paso County. The City of El Paso is known as the Grantee of FTZ 68, which is operated through the Aviation Department's FTZ Administrative office. The zone helps expedite and encourage foreign commerce in the El Paso region and desires to add these parcels into FTZ boundaries through a minor boundary modification process with the US Foreign Trade Zones Board, US Department of Commerce.

Worldhaul Logistics, LLC, Inc. is a local freight forwarder who facilitates storage and movement of both raw materials for manufacturing and finished goods for clients in the Juarez/El Paso markets. This facility will serve as their primary trans-border operation in the market. Generally, the raw materials will move into Juarez and the finished goods will come to this facility for routing and distribution across the US. There will be some export from here as well.

The Minor Boundary Modification is a standard process for the City of El Paso and the Foreign Trade Zones Board to keep the FTZ designated boundaries viable for industry, trade, and commerce. We have performed this process multiple times over the past few years.

El Paso City Council approves the minor boundary modification, as the Grantee owner of FTZ 68. Once the El Paso City Council approves moving forward with this resolution, we will secure supporting letters from each of the taxing entities and US Customs and Border Protection. Once coordination with the affected taxing entities, FTZ 68 will submit the MBM application to the Foreign Trade Zones Board in Washington, D.C. for final approval. The taxing entities are the El Paso County, El Paso Community College, the Socorro Independent School District, and the El Paseo Municipal Utility District.

Attachment B shows the location of the parcel in relation to other FTZ 68 boundaries. Attachment C shows the location of the parcel with its associated streets. (No attachment A)

PRIOR COUNCIL ACTION:

The Council has approved multiple Minor Boundary Modifications in the past for other companies and locations in the city of El Paso.

AMOUNT AND SOURCE OF FUNDING:

Not applicable.

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

DEPARTMENT HEAD:

for 

Sam Rodriguez, Aviation Director

RESOLUTION

WHEREAS, the City of El Paso, as recipient of a grant of authority from the U.S. Foreign Trade Zones Board, is authorized to establish, operate, and maintain Foreign Trade Zone No. 68; and

WHEREAS, the City of El Paso, by and through its Department of Aviation, established, owns, operates, and maintains Foreign Trade Zone No. 68 in order to expedite and encourage foreign commerce in the El Paso region; and

WHEREAS, the City of El Paso desires to submit a minor boundary modification application to the U.S. Foreign Trade Zones Board to modify the boundaries of Foreign Trade Zone No. 68 to include a new site which will be used primarily for distribution operations; and

WHEREAS, the City of El Paso desires the minor boundary modification be subject to the activation limit under the traditional site framework,

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

That the Director of the Aviation or designee be authorized to submit a minor boundary modification application, including all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone No. 68 to include the following:

Legal description – 13490 Pellicano Drive, El Paso County, Texas 79928 which includes the following parcels:

79 TSP 3 SEC 19 T & P ABST 2155 W ½ OF NE ¼ OF NW ¼ OF NE ¼ (EXC NLY 60.00 FT) (4.5455 AC)

79 TSP 3 SEC 19 T & P ABST 2155 E ½ OF NE ¼ OF NW ¼ OF NE ¼ (EXC NLY 60.00 FT) (4.5455 AC)

79 TSP 3 SEC 19 T & P ABST 2155 W ½ OF SE ¼ OF NW ¼ OF NE ¼ (5.00 AC)

79 TSP 3 SEC 19 T & P ABST 2155 E ½ of SE ¼ OF NW ¼ OF NE ¼ (5.00 AC)

and to perform all other actions necessary to effectuate this boundary modification.

(Signatures being on the following page)

APPROVED THIS ____ DAY OF _____, 2024.

THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

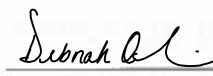
Laura D. Prine, City Clerk


APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


for _____
Samuel Rodriguez, PE
Director of Aviation



David R. Panko
Foreign Trade Zone 68 Manager

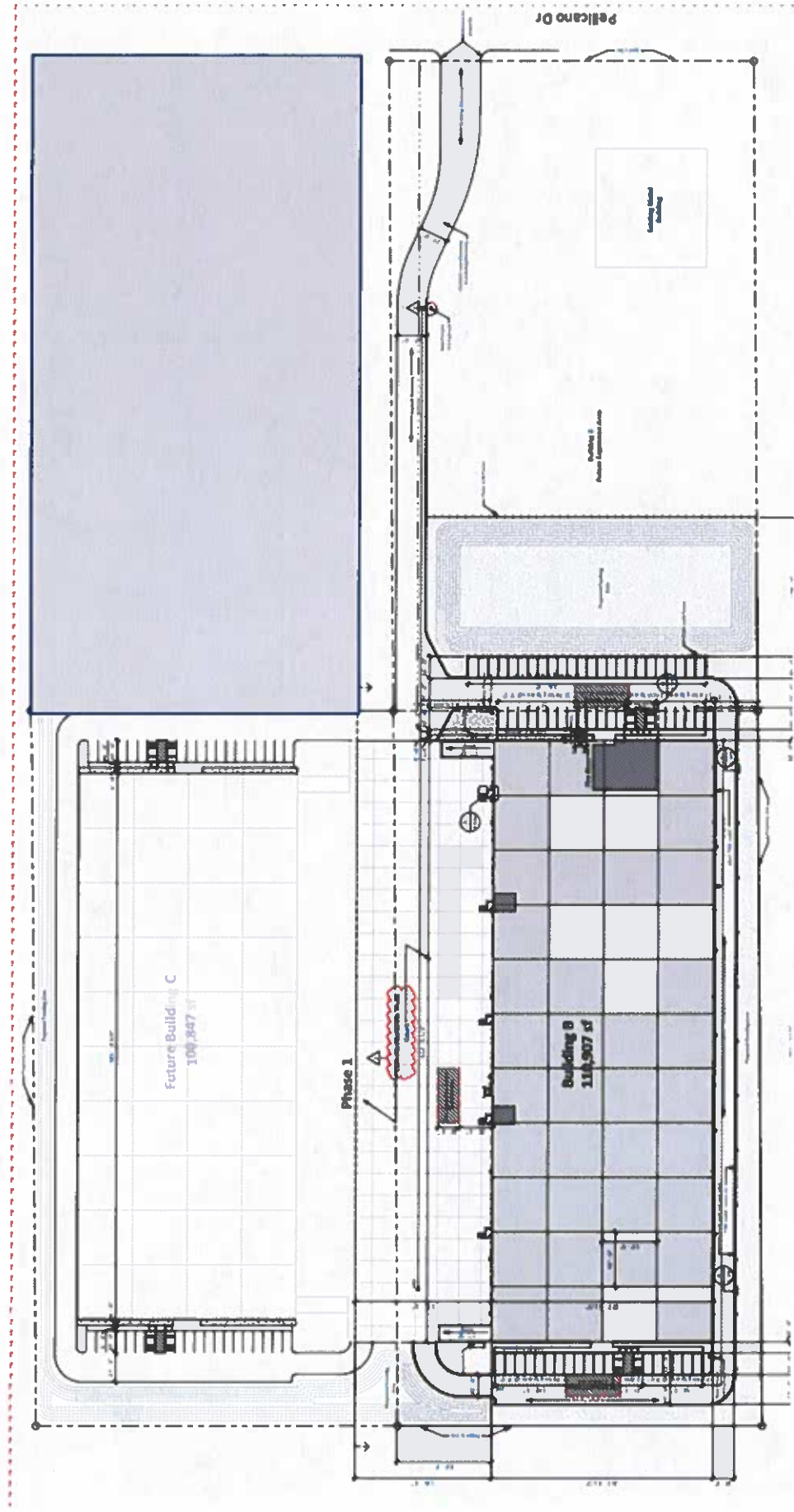
Attachment B – Parcel to be added (red lined) 13490 Pellicano Drive, 19.1 Acres



Attachment C – Parcel to be added (red lined) 13490 Pellicano Drive – 19.1 Acres



20 acres of land (1st Building 10,000 sq ft, 2nd Building 110,907 sq ft)





Legislation Text

File #: 24-275, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 6

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution that the Director of Aviation or designee be authorized to submit a minor boundary modification application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcel:

12240 Paseo Del Este Blvd., El Paso County, Texas 79928 which is Building 1 of the new Van Trust Development Industrial Park (approximately 15 acres). BLK 2 BILL BURNETT #1 REPLAT A LOT 1

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

DEPARTMENT: Aviation

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 6

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

SUBGOAL: 1

SUBJECT:

That the Director of Aviation or designee be authorized to submit a minor boundary modification application and all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcel:

12240 Paseo Del Este Blvd, El Paso County, Texas 79928 which is Building 1 of the new Van Trust Development Industrial Park (approximately 15 acres). BLK 2 BILL BURNETT #1 REPLAT A LOT 1

BACKGROUND / DISCUSSION:

Foreign Trade Zone 68 currently has 3448 acres designated as FTZ authorized land in the City of El Paso. These are parcels of land that are strategically located throughout El Paso covering industrial parks and stand-alone facilities.

The Minor Boundary Modification will add the above listed parcel of land to the FTZ designated boundaries for the City of El Paso. This location is not currently in the FTZ 68 designated boundaries, so we will submit a standard Minor Boundary Modification/Sub Zone Expansion to the Foreign Trade Zones Board, US Department of Commerce, Washington, D.C., for their approval. This parcel is located in El Paso County (Precinct 3), El Paso Community College (District 7), the Socorro Independent School District (District 4), and the El Paseo Municipal Utility District (District 1).

The City of El Paso has a grant authority to establish, operate, and maintain FTZ 68 in the El Paso County. The City of El Paso is known as the Grantee of FTZ 68, which is operated through the Aviation Department's FTZ Administrative office. The zone helps expedite and encourage foreign commerce in the El Paso region and desires to add these parcels into FTZ boundaries through a minor boundary modification process with the US Foreign Trade Zones Board, US Department of Commerce.

Schenker, Inc. is a global freight forwarder who facilitates storage and movement of both raw materials for manufacturing and finished goods for clients in the Juarez/El Paso markets. This facility will serve as their primary trans-border operation in the market. Generally, the raw materials will move into Juarez and the finished goods will come to this facility for routing and distribution across the US. There will be some export from here as well.

The Minor Boundary Modification is a standard process for the City of El Paso and the Foreign Trade Zones Board to keep the FTZ designated boundaries viable for industry, trade, and commerce. We have performed this process multiple times over the past few years.

El Paso City Council approves the minor boundary modification, as the Grantee owner of FTZ 68. Once the El Paso City Council approves moving forward with this resolution, we will secure supporting letters from each of the taxing entities and US Customs and Border Protection. Once coordination with the affected taxing entities, FTZ 68 will submit the MBM application to the Foreign Trade Zones Board in Washington, D.C. for final approval. The taxing entities are the El Paso County, El Paso Community College, the Socorro Independent School District, and the El Paseo Municipal Utility District.

Attachment B shows the location of the parcel in relation to other FTZ 68 boundaries. Attachment C shows the location of the parcel with its associated streets. (No attachment A)

PRIOR COUNCIL ACTION:

The Council has approved multiple Minor Boundary Modifications in the past for other companies and locations in the city of El Paso.

AMOUNT AND SOURCE OF FUNDING:

Not applicable.

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

DEPARTMENT HEAD:



Sam Rodriguez, Aviation Director

RESOLUTION

WHEREAS, the City of El Paso, as recipient of a grant of authority from the U.S. Foreign Trade Zones Board, is authorized to establish, operate, and maintain Foreign Trade Zone No. 68; and

WHEREAS, the City of El Paso, by and through its Department of Aviation, established, owns, operates, and maintains Foreign Trade Zone No. 68 in order to expedite and encourage foreign commerce in the El Paso region; and

WHEREAS, the City of El Paso desires to submit a minor boundary modification application to the U.S. Foreign Trade Zones Board to modify the boundaries of Foreign Trade Zone No. 68 to include a new site which will be used primarily for distribution operations; and

WHEREAS, the City of El Paso desires the minor boundary modification be subject to the activation limit under the traditional site framework,

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

That the Director of the Aviation or designee be authorized to submit a minor boundary modification application, including all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone No. 68 to include the following:

Legal description – BLK 2 BILL BURNETT #1 REPLAT A LOT 1, City of El Paso, El Paso County, Texas (15 acres), commonly known as 12240 Paseo del Este Blvd, El Paso, Texas 79928

and to perform all other actions necessary to effectuate this boundary modification.

APPROVED THIS ____ DAY OF _____, 2024.

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor


Laura D. Prine, City Clerk

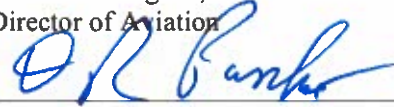
APPROVED AS TO FORM:



Josette Flores
Deputy City Attorney

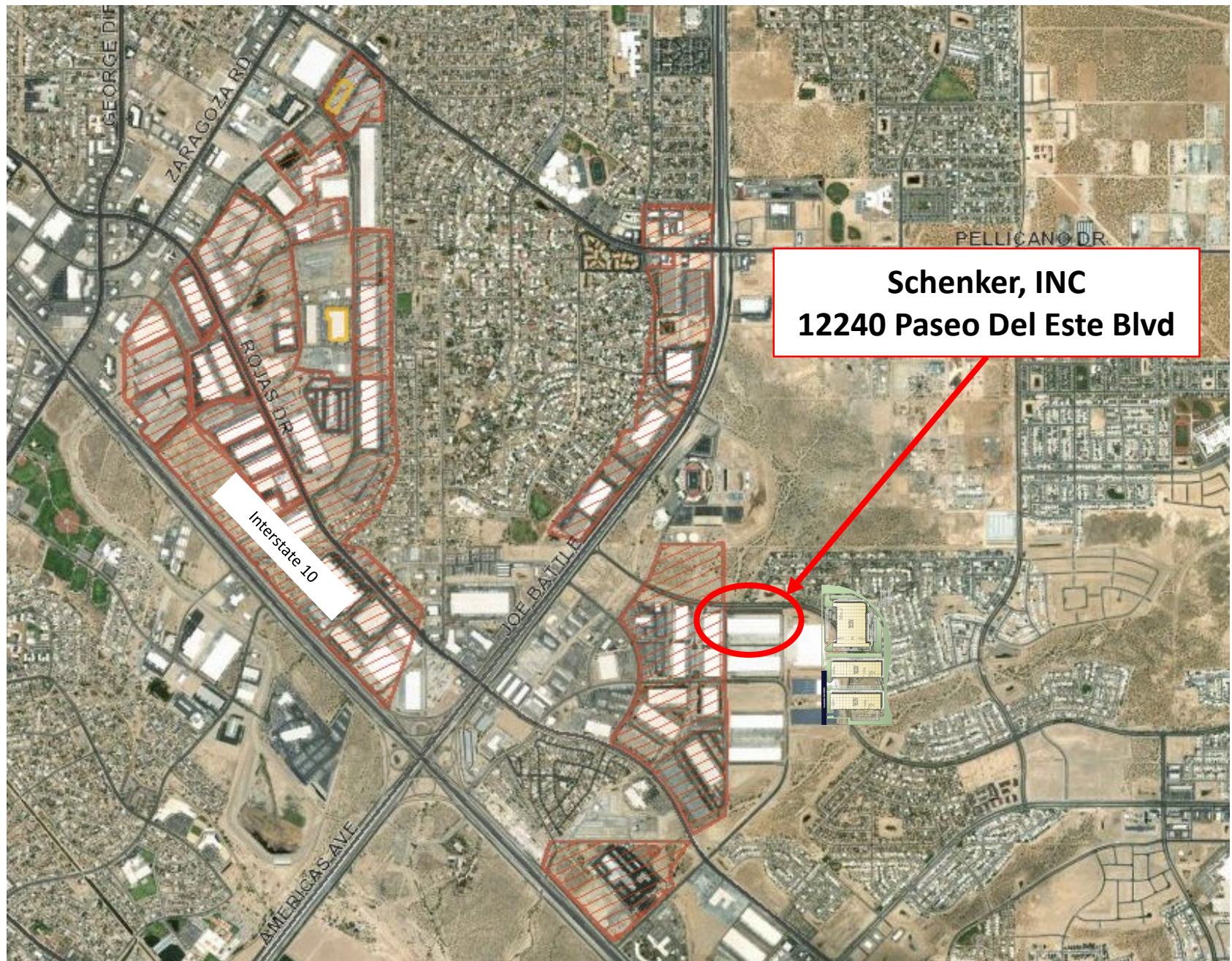
APPROVED AS TO CONTENT:



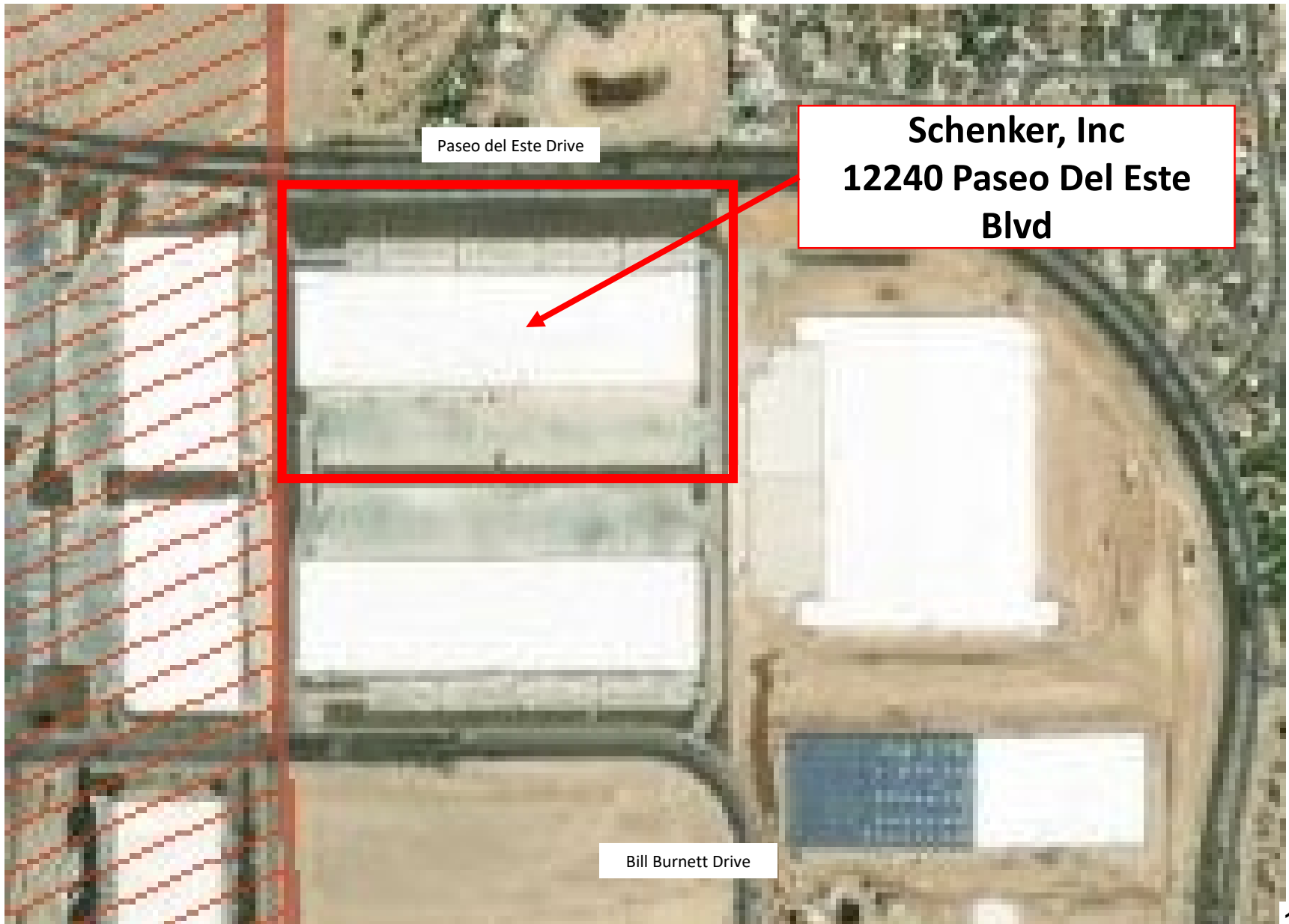
Samuel Rodriguez, PE
Director of Aviation


David R. Panko
Foreign Trade Zone 68 Manager

Attachment B – Parcel to be added (red lined) 12240 Paseo Del Este Blvd, 15 Acres



Attachment C – Parcel to be added (red lined) 12240 Paseo Del Este Blvd - 15 Acres





Legislation Text

File #: 24-289, 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.

A Resolution that the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment between the City of El Paso and The Kennedy 1978 Trust, for the following property:

All of Lots 7, 8, 9, and 10, Block 8, Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 15 Leigh Fisher Blvd., El Paso, Texas

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

DEPARTMENT: Aviation

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: District 3

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

SUBGOAL: N/A

SUBJECT:

A Resolution that the Interim City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment between the City of El Paso and The Kennedy 1978 Trust, for the following property:

All of Lots 7, 8, 9, and 10, Block 8, Butterfield Trail Industrial Park Unit Two,
City of El Paso, El Paso County, Texas, municipally known and numbered as
15 Leigh Fisher Blvd., El Paso, Texas

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting the approval of this Lessor's Approval of Assignment to allow the transfer of rights possessed by Kennedy 1978 Trust for its change of entity to Butterfield 15 LK LLC on the Butterfield Industrial Park Lease effective April 2, 2019.

Rental Fee: 627,388 square feet at \$0.2644 = \$165,861.85 annual or \$13,821.82 monthly

Term: Forty (40) years and one (1) ten (10) year option

PRIOR COUNCIL ACTION:

April 2, 2019 – Butterfield Trail Industrial Site Lease

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

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

DEPARTMENT HEAD:

for 

Sam Rodriguez, Aviation Director

RESOLUTION

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

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment between the City of El Paso and The Kennedy 1978 Trust, for the following described property:

All of Lots 7,8,9, and 10, Block 8, Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 15 Leigh Fisher Blvd., El Paso, Texas.

APPROVED this ____ day of _____, 2024.

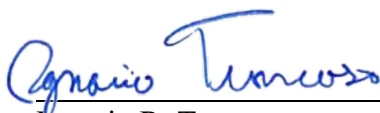
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

for 

Samuel Rodriguez, P.E.
Director of Aviation

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

WHEREAS, the City of El Paso ("Lessor") entered into a Butterfield Trail Industrial Park Lease, with an Effective Date of April 2, 2019 (the "Lease"), between the Lessor and The Kennedy 1978 Trust, a Trust ("Assignor"), for the following described property:

All of Lots 7,8,9, and 10, Block 8, Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 15 Leigh Fisher Blvd., El Paso, Texas. and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof ("Property");

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Butterfield 15 LK LLC.

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

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to Butterfield 15 LK LLC, ("Assignee"), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

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

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

5. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.
6. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:
- ASSIGNOR:** The Kennedy 1978 Trust
Louis I. Kennedy, Trustee
10350 Wilshire Blvd., #1103
Los Angeles, CA 90024-4720
- ASSIGNEE:** Butterfield 15 LK LLC
Alan Kennedy, Member/Manager
804 5th Street
Santa Monica, CA 90403
7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
8. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
9. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the date this document is approved by the El Paso City Council.
10. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

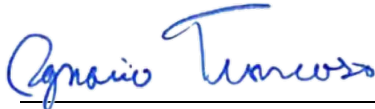
(Signatures begin on the following page)

APPROVED THIS ____ day of _____, 2024.

LESSOR: CITY OF EL PASO

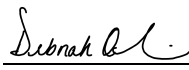
Cary S. Westin
Interim City Manager

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

for 

Samuel Rodriguez, P.E.
Director of Aviation

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__ by
Cary S. Westin as Interim City Manager for the City of El Paso, Texas (Lessor).

Notary Public, State of Texas

My Commission Expires:

(Signatures continue on the following page)

ASSIGNOR:
THE KENNEDY 1978 TRUST

By: Alan Kennedy
 Printed Name: ALAN KENNEDY
 Title: member manager

ASSIGNOR'S ACKNOWLEDGEMENT

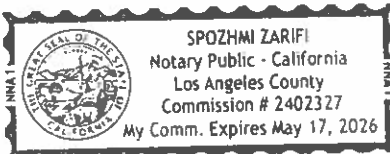
THE STATE OF California
 COUNTY OF Los Angeles

This instrument was acknowledged before me on this 9th day of Feb, 2024, by Alan Kennedy, its Trustee of The Kennedy 1978 Trust, on behalf of said corporation (Assignor).

My Commission Expires:

May 17, 2026

[Signature]
 Notary Public, State of California



(Signatures continue on the following page)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Los Angeles

On Feb 9th, 2024

Date

before me,

SPOZHM ZARIFI Notary Public

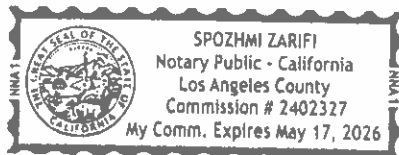
Here Insert Name and Title of the Officer

personally appeared

Alan Kennedy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Lessor's Approval of Assignment

Document Date:

12-9-2024

Number of Pages:

5

Signer(s) Other Than Named Above:

N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer - Title(s):☐ Partner - ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other:

Signer is Representing:

Signer's Name:

☐ Corporate Officer - Title(s):☐ Partner - ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other:

Signer is Representing:

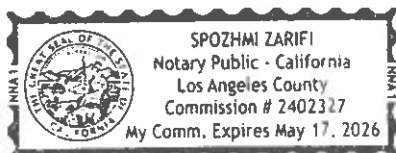
ASSIGNEE:
BUTTERFIELD 15 LK LLC

By: Alan Kennedy
 Printed Name: ALAN KENNEDY
 Title: member/manager

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF California
 COUNTY OF Los Angeles

This instrument was acknowledged before me on this 9th day of Feb, 2024, by Alan Kennedy, its Trustee of Butterfield 15 LK LLC (Assignee), on behalf of said LLC.



[Signature]
 Notary Public, State of California

My Commission Expires:

May 17, 2026

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Los Angeles }

On Feb 9th, 2024

Date

before me,

Sporhm: Zarifi, Notary Public

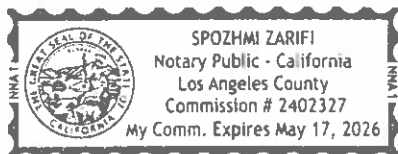
Here Insert Name and Title of the Officer

personally appeared

Alan Kennedy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Lessor's Approval of Assignment

Document Date:

12-9-2024

Number of Pages:

3

Signer(s) Other Than Named Above:

N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Signer's Name:

☐ Corporate Officer – Title(s):☐ Corporate Officer – Title(s):☐ Partner – ☐ Limited ☐ General☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Trustee☐ Guardian or Conservator☐ Other:☐ Other:

Signer is Representing:

Signer is Representing:



Legislation Text

File #: 24-247, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

Police, Chief Peter Pacillas, (915) 212-4305

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager or designee to submit grant application 3007109 for the City of El Paso Police Department project identified as "El Paso 2023 Operation Stone Garden" (OPSG) through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to , authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting \$1,609,255.00, no cash match required. Grant period will be from March 01, 2024 - February 28, 2025.

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

DEPARTMENT: Police

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Assistant Chief Humberto Talamantes, (915)212-4309

Chief Peter Pacillas (915)212-4305

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 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:

That the City Manager or his designee is authorized to submit to the Public Safety Office of the State of Texas grant application 3007109 for the City of El Paso Police Department project identified as "El Paso 2023 OPSG" to provide financial assistance to the City of El Paso. Requesting \$1,609,255.00, no cash match required. Grant period will be from March 01, 2024 – February 28, 2025.

BACKGROUND / DISCUSSION:

The El Paso Police Department has received the Operation Stone Garden (OPSG) grant since FY 2009. Funding will be used to detect, deter, interdiction, intelligence gathering, and anti-terrorism operations.

PRIOR COUNCIL ACTION:

The grant application for FY2022 was approved by City Council April 11, 2023, FY2021 was approved on March 29, 2022, and FY2020 was approved on March 16, 2021.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD: Chief Peter Pacillas



RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas (“PSO”); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 3007109 for the El Paso Police Department project identified as “El Paso OPSG”; and

WHEREAS, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

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

1. **THAT**, the City Manager or his designee is authorized to submit to the Public Safety Office, grant application number 3007109, for the City of El Paso Police Department project identified as “El Paso 2023 OPSG” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable.
3. **THAT**, the City Manager or his designee is authorized to apply for, accept, reject, alter and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or his designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____, 2024.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas
Chief of Police

[Print This Page](#)

Agency Name: El Paso, City of
Grant/App: 3007109 **Start Date:** 3/1/2024 **End Date:** 2/28/2025

Project Title: El Paso-2023 OPSG
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499009

Application Eligibility Certify:

Created on:1/22/2024 12:04:05 PM By:OOG Grant Writer

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: El Paso-2023 OPSG
Division or Unit to Administer the Project: City of El Paso Police Department
Address Line 1: 911 N. Raynor
Address Line 2:
City/State/Zip: El Paso Texas 79903-1402
Start Date: 3/1/2024
End Date: 2/28/2025

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: El Paso

Grant Officials:

Authorized Official

Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official

Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director

Name: Ricardo Medina
Email: 2014@elpasotexas.gov
Address 1: 911 Raynor
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4003 Other Phone:
Fax:

Title: Mr.**Salutation:** Lieutenant**Position:** Lieutenant**Grant Writer****Name:** Jessica Vargas**Email:** VargasJ@elpasotexas.gov**Address 1:** 300 N. Campbell**Address 1:****City:** El Paso, Texas 79901**Phone:** 915-212-4369 Other Phone: 915-630-2129**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Grants Project Manager**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide homeland security services**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499009**Unique Entity Identifier (UEI):** KLZGKXNFVTL4**Narrative Information****Overview**

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose

Operation Stonegarden (OPSG): Supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, Tribal, territorial, state, and Federal law enforcement agencies. The OPSG Program funds investments in joint efforts to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

OPSG Objectives

OPSG is intended to support Border States in accomplishing the following objectives:

- Increase capability to prevent, protect against, and respond to border security issues.
- Increase coordination and collaboration among Federal, state, local, and Tribal law enforcement agencies.
- Continue the distinct capability enhancements required for border security and border protection.
- Provide intelligence based operations through USBP Sector Level experts to ensure safety and operational oversight of Federal, state, local, and Tribal enforcement agencies participating in OPSG operational activities.
- Support requests to the Governor to activate, deploy, or redeploy specialized National Guard Units/Packages and/or elements of state law enforcement to increase or augment specialized/technical law enforcement operational activities.
- Continue to increase operational, material and technological readiness of state, local, and Tribal law enforcement agencies.

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

OPSG Operational Capability

OPSG funds must be used to provide an enhanced law enforcement presence and to increase operational capabilities of Federal, state, local, and Tribal law enforcement, promoting a layered, coordinated approach to law enforcement within the Texas Border Region.

Operational Overtime Costs

OPSG funds should be used for operational overtime costs associated with law enforcement activities, in support of border law enforcement agencies for increased border security enhancement. Costs associated with overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:

- a. OT is time actually worked that exceeds the required number of hours during an employee's designated work period.
- b. The OT rate will be no more than one-and-one-half (1.5) times the employee's regular pay rate.
- c. Exempt salaried employees may not be reimbursed for overtime unless the grantee's overtime policy specifically allows for it.
- d. HSGD will only reimburse the grantee for OT that does not exceed a total of 16-hours (regular + OT) worked during any 24-hour period.

Integrated Planning Team

OPSG uses an integrated approach to address transnational criminal activity. Federal, state, local, and Tribal partners are required to establish and maintain an OPSG Integrated Planning Team (IPT) with representation from all participating law enforcement agencies.

Reporting Requirements

Participation in OPSG requires accurate, consistent, and timely reporting of how funds are used and how operations have impacted border security. Each partner agency must identify a single point of contact to represent their agency as a member of the IPT and to coordinate submission of reports. Required reports include:

- **Daily Activity Report** - submit ongoing results and outputs from OPSG operations conducted. A monthly report detailing the daily activities must be submitted to the Border Patrol Sector by 10th day of the following month.
- **After Action Report** - articulates outcomes, outputs, and results for each OPSG operation conducted.

Cybersecurity Self-Assessment

Grantees are strongly encouraged to complete the Nationwide Cybersecurity Review (NCSR). The NCSR is a no-cost, anonymous, annual self-assessment designed to measure gaps and capabilities of state, local, tribal and territorial governments' cybersecurity programs. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>

Coordination

All operational plans should be crafted in cooperation and coordination among Federal, state, local, and Tribal partners. All jurisdictions must coordinate with the USBP Sector Headquarters with geographic responsibility for the jurisdiction's location in developing and submitting an Operations Order to the Governor's Office, Homeland Security Grants Division.

After awards are announced, prospective recipients will re-scope the draft Operations Order and resubmit it as a final Operations Order based on actual dollar amounts awarded. Final Operations Orders will be approved by the appropriate Sector Headquarters and forwarded to Headquarters, Office of Border Patrol, Washington, D.C., before funding is released.

Recipients may not begin operations, obligate, or expend any funds until the final Operations Order has been approved by FEMA Grants Program Directorate and USBP Headquarters.

Operational Cycle

The overarching operational cycle involves three stages; application, concept of operations to formulate a Campaign Plan and one or more tactical operational periods which are all developed by the IPT

Application

Jurisdictions must develop their Operations Order in coordination with state and Federal law enforcement agencies, to include, but not limited to CBP/USBP. Operations Orders that are developed at the county level should be inclusive of city, county, Tribal, State, and other local law enforcement agencies that are eligible to participate in OPSG operational activities. Operations Order details should include the names of the agencies, points of contacts, and individual funding requests. The USBP sector office will forward the application to the Governor's Homeland Security Grants Division for final review before submission to DHS/FEMA.

Concept of Operations to Formulate a Campaign Plan

Participants receiving an award will create and submit an Operations Order that forms a campaign plan and captures the initial, generalized budgetary intent to their IPT. The campaign plan should articulate the participant agency's long-term border security objectives and goals designed to mitigate border security risk. The operations plan will project planned expenditures in the following categories: overtime, equipment, instruction, travel, maintenance, fuel, and administrative funds. Once the operations plan is approved, the area IPT will meet to initiate the last stage in the planning process.

Tactical Operations Plan

Once the participant is ready to conduct operations, the area IPT will begin planning tactical operations. Tactical operations will be conducted on a periodic basis and are composed of six critical elements:

1. A pre-planning meeting with the IPT
2. Specific beginning and end dates
3. Intelligence driven with a nexus to border security
4. Use of targeted enforcement techniques
5. Clearly stated objectives
6. After action meeting

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The El Paso Police Department will enhance the capability to detect, prevent, and deter transnational criminal organizations' terrorist acts such as; smuggling of contraband, money laundering, and human trafficking. By increasing the presence and number of qualified law enforcement personnel in the area, the probability of detecting illegal activities transiting El Paso will increase. Participation associated with this Tactical Operation will also increase the likelihood of detecting potential terrorists and weapons of mass destruction moving from the immediate border to

major population centers in the US. This funding is designated to enhance cooperation and coordination between Federal, State, and local law enforcement agencies in a joint mission to secure the United States (US) borders along routes of ingress and egress leading to and from the US/Mexico border. OPSG intends to enhance law enforcement preparedness and operational readiness along the land borders of the US. In addition, the program aims to increase coordination and local capability to support DHS. The Department of Homeland Security funds Operation Stonegarden (OPSG) (DHS), led by Customs and Border Protection (CBP) Border Patrol, which supports overtime costs and reimbursement for the operation to state, local, and tribal agencies to enhance border security. The criminal element in the El Paso-Cd. Juarez area varies from highly organized Trans National/ Drug Trafficking Organizations (DTOs) to alien smuggling organizations (ASOs)—the drug war in Cd. Juarez and the violent crime on the border have members directly linked to El Paso and the rest of the US, who are identified as working for the cartels, providing services to smuggle drugs, weapons, people, and cash across the border. The ability to track and gather intelligence has become increasingly difficult. The criminal element is sophisticated with increased counter-intelligence capabilities. Any intelligence concluded quickly becomes obsolete, causing public and law enforcement safety concerns. These groups have an extensive network on both sides of the border, with generations of knowledge in smuggling routes and various criminal techniques. Those techniques include the distribution of narcotics in and outside of El Paso County and large money-laundering networks. El Paso continues to be a significant hub to transport narcotics nationwide, with an estimated 4 to 6 billion dollars laundered.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The El Paso Police Department officers involved in Operation Stonegarden sponsored activities will likely encounter illegal activity such as felony arrest, major drug offenses, transnational criminal activities, Mexican drug trafficking activities, and various traffic offenses. However, because of the presence of major criminal elements operating along the border region of El Paso County, there is a high probability of contact and involvement with multi-millions of dollars in trade-based money laundering, drug, and human smugglers. This laundering of money could finance and enable those people seeking entrance into the US with terrorist intentions. Combating these activities will assist in reducing crime in the border community and improve the quality of life for the El Paso community.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

An Average of 2 supervisors and 8 officers per operation. Approximately 40 operations per month. Operational capabilities have been augmented to include FLIR truck deployments along the border area to assist LEO's in detecting illegal activities during night time operations. This addition has seen early success.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The overtime awarded from the project will allow for the enhancement of patrols to be deployed in order to address border security issues with greater continuity.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The El Paso Police Department will enhance the capability to detect, prevent, and deter transnational organizations' terrorist acts and the smuggling of contraband, human trafficking, weapons of mass effect, and money laundering. By increasing the presence and number of law enforcement personnel in the area, the probability of detecting illegal activities will increase. In addition, the participation of the involved agencies associated with this Tactical Operation will also increase the likelihood of detecting potential terrorists and weapons of mass destruction moving from the border area to significant population centers within the United States. Officers performing duties under this operation will enhance border security, EPPD will not be involved in immigration enforcement.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 *Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

Texas Homeland Security Priority Action 1.3.1: In conjunction with federal agencies, conduct unified state and local law enforcement operations to deny the use of the Texas border region to criminal organizations and terrorist, particularly between the ports of entry

Target Group :

Identify the target group and population expected to benefit from this project.

The City of El Paso

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

The City of El Paso would not be able to provide enhanced patrols for border security due to major budget constraints. The El Paso Police Department is dependent on Federal and State Grant funding to respond to border security issues/threats.

Project Activities Information**HSGP Instructions for Project Activity Selection**

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Border Security	100.00	The collective mission of this project is to conduct high visibility saturation patrols on the local highways, primarily in close proximity to the ports of entries, as well as off road patrol as a second line of defense to detect/deter, identify, classify, and bring about law enforcement resolution for those involved in criminal activities using routes of egress within the EL Paso County. The El Paso Police Department will utilize an intelligence driven methodology to assess the risks in our AOR (Area of Responsibility) based on the threats and vulnerabilities identified.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of gang members arrested for felony offenses.	10
Number of miles patrolled by grant-funded officers.	150000
Number of reports submitted - BIARs to a Regional DPS-JOIC (for LBSP) or DARs to US Border Patrol (for OPSG).	250
Number of traffic stops conducted by grant-funded officers supporting the border initiative.	20
Number of weapons seized by grant-funded officers supporting the border initiative.	2

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Number of adult apprehensions (transferred to USBP custody) made by grant-funded peace officers	0
Number of arrests (felony) made by grant-funded officers supporting the border initiative.	10
Number of arrests (misdemeanor) made by grant-funded officers supporting the border initiative.	10
Number of minor/juvenile apprehensions (transferred to USBP custody) made by grant-funded peace officers	0
Value of all forfeitures (cash and other assets) attributed to grant-funded officers supporting the border initiative.	0

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2024

Enter the End Date [mm/dd/yyyy]:

8/31/2025

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

149819695

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

8986340

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2022

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS**DHS Project Type:** Enhance capability to support international border and waterway security**Capabilities****Core Capability:** Intelligence and Information Sharing**Identify if this investment focuses on building new capabilities or sustaining existing capabilities. :**
Existing Capabilities (Sustain)**Are the assets or activities Deployable or Shareable:** Shareable☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures☒ Check if these funds will support a project that was previously funded with HSGP funding**Project Management Step Involved:**

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute**Description:** The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.**Process:** Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.**Milestones****Milestone:** Begin Tactical Operation Activities ; **Completion Date:** 03-01-2024**Milestone:** Conclude Tactical Operation Activities; **Completion Date:** 02-28-2025**Milestone:** Complete Final Progress Report; **Completion Date:** 03-15-2025**NIMS Resources**☐ Check if this project supports a NIMS typed resource**Enter the name of the typed resources from the Resource Type Library Tool:****Enter the ID of the typed resources from the Resource Type Library Tool:****Fiscal Capability Information****Section 1: Organizational Information**

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes
☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Operational Overtime for Law Enforcement (Organization)	Contingency line item of \$1,609,255.00 award, pending distribution upon the approval of the OP order.	\$1,609,255.00	\$0.00	\$0.00	\$0.00	\$1,609,255.00	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$1,609,255.00	\$0.00	\$0.00	\$0.00	\$1,609,255.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$1,609,255.00	\$0.00	\$0.00	\$0.00	\$1,609,255.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Other Condition of Funding. The OOG has placed a fund hold on this grant pending an HS/FEMA approved Operations Order.	1/29/2024 11:06:53 AM		Yes	No

You are logged in as **User Name:** VargasJ



Legislation Text

File #: 24-248, 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 Julia Inciriaga, (915) 212-4308

Police, Chief Peter Pacillas, (915) 212-4305

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager, or designee, to submit to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 2592811, for the City of El Paso Police Department project identified as "General Victim Services, FY2025" to provide financial assistance to the City of El Paso. Requesting \$138,069.36, with a cash match of \$34,517.35, for a total project amount of \$172,586.71. Grant period will be from October 1, 2024 - September 31, 2025.

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

DEPARTMENT: Police

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

Assistant Chief Julia Inciriaga, (915)212-4308
Chief Peter Pacillas (915)212-4305

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 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:

The City Manager or his designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 2592811, for the City of El Paso Police Department project identified as "General Victim Services, FY2025" to provide financial assistance to the City of El Paso. Requesting \$138,069.36, with a cash match of \$34,517.35, for a total project amount of \$172,586.71. Grant period will be from October 1, 2024 – September 31, 2025.

BACKGROUND / DISCUSSION:

The El Paso Police Department will utilize the General Victim Grant to fund personnel salaries for six Victim Services Response Team Case Managers.

PRIOR COUNCIL ACTION:

The grant application for FY2024 General Victim Grant Program was approved by City Council on February 7, 2023, FY23 was approved on February 1, 2022, FY22 was approved on February 2, 2021, and FY21 was approved on February 18, 2020.

AMOUNT AND SOURCE OF FUNDING:

N/A

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


A/C VICTOR ZARUR #1515

DEPARTMENT HEAD: Chief Peter Pacillas

RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas (“CJD”); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the grant/application number 2592811 for the El Paso Police Department project identified as “General Victim Services FY2025”; and

WHEREAS, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

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

1. **THAT**, the City Manager or his designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 2592811, for the City of El Paso Police Department project identified as “General Victim Services, FY2025” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____, 2024.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

A/C VICTOR ZARUR #1515


for

Chief Peter Pacillas
El Paso Police Department

[Print This Page](#)

Agency Name: El Paso, City of
Grant/App: 2592811 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: General Victim Services FY2025
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:

Created on:1/2/2024 9:40:26 AM By:Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: General Victim Services FY2025
Division or Unit to Administer the Project: Victim Services Unit El Paso Police Department
Address Line 1: 300 N Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 10/1/2024
End Date: 9/30/2025

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments

Headquarter County: El Paso

Counties within Project's Impact Area: El Paso

Grant Officials:

Authorized Official

Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official

Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director

Name: Lynn Picard
Email: 2341@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:

City: El Paso, Texas 79903

Phone: 915-212-4003 Other Phone: 915-549-7205

Fax:

Title: Ms.

Salutation: Lieutenant

Position: Auxiliary Support Services Lieutenant

Grant Writer

Name: Jessica Vargas

Email: VargasJ@elpasotexas.gov

Address 1: 300 N. Campbell

Address 1:

City: El Paso, Texas 79901

Phone: 915-212-4369 Other Phone: 915-630-2129

Fax:

Title: Ms.

Salutation: Ms.

Position: Grants Project Manager

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)

Organization Option: applying to provide services to all others

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014

Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Introduction

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

Program-Specific Questions

Culturally Competent Victim Restoration

Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

The El Paso Police Department (EPPD) is culturally competent when providing services to victims. EPPD provides training courses to its employees, which include, but are not limited to topics such as; victim awareness and sensitivity, cultural norms, crisis intervention, cultural diversity, racial profiling, sexual harassment/awareness, ethics, and customer service etiquette. Services are provided with a victim-centered approach, focusing on the victim through empowerment by responding to their needs and rendered in the most respectful and compassionate manner possible, and by supporting them through the criminal justice process. Furthermore, all of these services will be rendered in the most respectful and compassionate manner possible. The Victim Services Response Team (VSRT) case managers are extremely knowledgeable and well trained in handling domestic violence cases. The case managers received extensive training through the National Organization for Victim Assistance (NOVA) and are nationally certified as Credentialed Advocates through the National Advocate Credentialing Program (NACP). The case managers also attend a variety of trainings throughout the year (Non Violent Crisis Intervention, Violence against Women, Helping Survivors of Multiple Victimization, and Human Trafficking Awareness/Prevention). It is the El Paso Police Department's Discrimination Policy to provide service to all victims regardless of age, health, race, ethnicity, sex, sexual orientation, or cultural differences, and language barriers. Cultural differences and language are important aspects given the high percentage of the Hispanic population in the City of El Paso. The case managers provide excellent services with an understanding of the many beliefs and behaviors of the different cultural population. The EPPD consistently addresses the needs of the community through networking with multiple agencies (District Attorney's Office, County Attorney's Office-Protective Order Unit, Center Against Sexual and Family Violence (CASFV), Texas Rio Grande Legal Aid-Divorce and custody issues, Legal Aid, and the Diocesan Migrant and Refugee Services). The information shared is used to focus on problem areas to provide outreach for victims of crime.

Culturally Specific and Underserved Populations

Following are relevant definitions needed to answer this question.

- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g))).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a YES response in the section below.)

☐ Yes

☒ No

If you answered '**YES**' above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter '**N/A**'.

N/A

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Forensic Medical Examination Payments

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 120 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Confidentiality and Privacy

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

Activities that Compromise Victim Safety and Recovery

Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Polygraph Testing Prohibition

A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

Protection Orders

Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Offender Firearm Prohibition

The applicant certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 18 USC § 992(g)(8) and (g)(9).

Criminal Charges

In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The

Texas Department of Public Safety (DPS), as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Immigration Legal Services

PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

Legal Representation in Divorce and Custody Cases

PSO limits eligibility for legal representation in divorce and custody cases to circumstances where the survivor has been directly victimized by intimate partner violence (IPV) within the last six (6) months. This may include physical violence, sexual violence, stalking, and psychological aggression (including coercive tactics) by a current or former intimate partner against the survivor or survivor's kin sharing the residence. Additionally, legal services in divorce and custody cases funded under this award are limited to emergency order assistance, safety planning, client representation in divorce or guardianship proceedings, and other family law matters directly resulting from the victimization. Through acceptance of this award, grantee agrees that reimbursement for divorce and custody-related legal services will be limited to circumstances listed above.

Discrimination

Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Records

Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Volunteers

If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless PSO determines that a compelling reason exists to waive this requirement.

Crime Victims' Compensation

Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Community Efforts

Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Civil Rights Information

Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by PSO. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime

Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge

Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Effective Services

Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. (See "Eligible Organizations" in the Funding Announcement.)

College Campus Confidential Direct Services Providers

All personnel compensated through OOG or match funds are Confidential Direct Service Providers that maintain victim's confidentiality for all case information (written or oral) and share information only at the victim's request and with the victim's informed consent, except when release of information is required by law. Confidential Direct Service Providers compensated with grant funds shall not be required to disclose client or case information to any entity, including a campus Title IX officer or coordinator, except when release of information is required by law. A victim may not be coerced or required to file a report or disclose information regarding their victimization with any entity as a condition of receiving services from a Confidential Direct Service Provider.

Failure to comply with this certification may result in PSO, at its sole discretion, withholding reimbursement on personnel line items contained in the program budget until satisfactory evidence of compliance is provided.

Compliance with State and Federal Laws, Programs and Procedures

Local Units of Government: Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Non-profit Organizations: Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements.

Equal Employment Opportunity Plan (EEO Plan)

If awarded, applicant agrees to comply with the Equal Employment Opportunity Program (EEOP) requirements per 28 C.F.R. § 42 Subpart E. Agencies may use the EEO Utilization Report Builder to assist with preparing Verification Forms and, if required, Utilization Reports.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Claudia Lujan

Enter the Address for the Civil Rights Liaison:

300 N. Campbell El Paso, Texas 79901

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

915-212-1241

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The El Paso Police Department is the largest local law enforcement agency responsible for providing services to the City of El Paso population. Funding from the General Victim Assistance (GVA) will go towards funding the Victim Services Response Team (VSRT), which consists of six case managers, three of whom are Credentialed

Advocates. They are nationally certified by the National Organization for Victim Assistance (NOVA) based on the National Advocate Credentialing Program (NACP) standards. In addition, VSRT case managers attend various trainings throughout the year, including; Non-Violent Crisis intervention, Helping Survivors of Multiple Victimization, and Human Trafficking Awareness/Prevention, to name a few. The El Paso Police Department further provides training courses to its police officers and civilian employees, including the VSRT case managers, and the trainings consist of but are not limited to; victim awareness and sensitivity, cultural norms, crisis intervention, cultural diversity, racial profiling, sexual harassment/awareness, ethics, and customer service etiquette. As a result, the VSRT case managers are highly knowledgeable and well-trained in providing services to victims of crime. The VSRT case managers' priority is to assist victims of all crimes. EPPD recognizes immediate intervention from case managers is essential to the healing process of a victim. Many victims of domestic violence are unaware they are involved in a cycle of violence and are unsure of how to break it. The VSRT case managers work in partnership with the Domestic Violence Police Officer (DVO) in conducting follow-ups to family violence cases, delivering protective orders, or addressing repeat assaults to address recidivism proactively. The VSRT case managers and the DVO respond directly to crime scenes to assist patrol officers in actively investigating domestic violence cases or other crimes. The VSRT case managers and DVO work as a team to contact victims of crime via telephone, home visits, and walk-ins at one of the five Regional Command Center locations, including police headquarters. The DVO also assists by helping victims with documenting a report, working up warrants and/or protective orders on offenders, take photographs of victim's injuries, help complete Texas Crime Victim Compensation form, make arrests when necessary, and transport victims to a shelter or a safe place. The DVO conducts in service presentations monthly to officers addressing report writing, victim services, referrals, and case presentation. VSRT case managers will provide crisis intervention, explain available services, and make appropriate referrals to victims of qualifying crimes, assist in filing the Texas Crime Victims Compensation Application (TCVC), and conduct follow-up sessions with the victim as needed. All victims receive a letter from the case managers explaining the services available to them, including immediate crisis counseling and emergency shelters. The El Paso Police Department also utilizes the services of VSRT volunteers to assist VSRT case managers out in the field. However, due to the continued Covid-19, Influenza and Respiratory Syncytial Virus cases the police department had to continue to suspend the volunteer program, including the VSRT volunteers, indefinitely. The police department intends to reinstitute the volunteer program when the City of El Paso, under the guidance of Health and Human Services, deems it safe to do so.

Problem Statement :

The City of El Paso is the 6th largest city in Texas, and the 22nd largest city in the United States. It is the largest metropolitan city on the U.S.-Mexico border, covering over 259 square miles, and has a city population of just under 700,000 people. The El Paso region has an international neighbor city, Ciudad Juarez, Mexico, and a U.S. neighboring state of New Mexico which form a larger area with a population of approximately 2.1 million people; many of whom visit or work daily in El Paso. In addition to this population influx, El Paso has a substantial federal and military population, with over 32,000 soldiers residing at Ft. Bliss. During the fiscal year 2022-2023, over 9900 reported crimes qualified for victim services via the EPPD's Web Records Management System. Approximately 35% of cases were Family Violence Assaults, 1.4% were Adult Sexual Assaults, less than 1 % were Child Sexual Assault/Abuse, 3.7% were Robbery, and 43% combined with all other assaults and aggravated assaults not family violence related. Domestic Violence cases are the most commonly handled incidents by case managers, along with victims of non-domestic assaults, robberies, and sexual assaults.

Supporting Data :

In the fiscal year, 2022-2023, the Victim Services Response Team (VSRT) reached out to over 9,900 victims of crimes. Of these cases, over 3,500 were domestic violence cases. Domestic violence cases totaled approximately 35% of all offenses reviewed and handled by the case managers. The City of El Paso has maintained its standing as one of the top safe cities in the United States and is nationally recognized as a great place to live. While El Paso city's population is under 700,000, a global, cultural, and economic center draws in a substantial number of people through tourism. In addition, El Paso is home to Fort Bliss Army Base, the Army's second-largest U.S. Army installation. Although Fort Bliss is not within the city limits, it lies in the center of El Paso. This military base has a large population of active-duty military, retired military, and their family members who call El Paso home, whether they live and work on the installation or reside and work within the El Paso city limits. The population and close proximity to El Paso's sister city on the Mexican border, Ciudad Juarez, can present challenges for the local law enforcement community. VSRT case managers play an incredibly critical role for the victims and their families. EPPD's constant dedication to public safety has developed and sustained an excellent working partnership with the community. VSRT case managers have been working closely with Fort Bliss' Advocacy program. In addition, case managers maintain data compiled from computer-aided dispatch services and local records management systems.

Project Approach & Activities:

In keeping with the mission of the City of El Paso, the VSRT will deliver exceptional services with integrity and dedication to support a high quality of life and work in partnership with the community to enhance the quality of life in the City of El Paso. The Victim Services Response Team (VSRT) will continue to focus on helping victims of crime by prioritizing family violence victims, victims of violent crimes, and quality of life issues for this project. The funding from this grant will cover all of the essential aspects that will enhance the quality of life for the citizens and visitors of El Paso. The Texas Crime Victim Rights Bill defines a victim as a person who has suffered bodily injury or death or has been the victim of a sexual assault, kidnapping, or aggravated robbery, including the close relative of a deceased victim. Traffic accidents such as hit-and-runs and intoxication vehicular assaults involving bodily injury, serious bodily injury, or death also qualify for crime victims' compensation. Case managers will provide victims of crime support services, information, and referrals needed by conducting the following:

- Provide information on crime victims' rights and the state compensation fund, and facilitate an understanding among victims of the workings of the criminal justice system.
- Provide updates to victims of crime on their cases as they progress through the criminal justice system.
- Conduct follow-up visits to locations where an emergency protective order has been issued to ensure compliance by all parties involved.
- Provide victims with referrals to emergency shelters and transitional living, and assist in locating permanent housing
- Provide emotional support, conflict, and trauma resolution for crime victims
- Provide crisis intervention and outreach, and identify support groups for victims of sexual assault and their significant others.
- Provide adequate training and continuing education to service providers.
- Identify multi-disciplinary, comprehensive psychotherapy and counseling programs.
- Make a concentrated effort to be proactive to reduce or minimize the domestic violence type calls by targeting repeat offenders and repeat calls for service at the same locations.

Capacity & Capabilities:

El Paso Police Department is a Municipal Law Enforcement Agency whose jurisdiction falls within the City of El Paso. It employs approximately 1,100 commissioned police officers and about 296 civilian support staff. The El Paso Police Department comprises a police headquarters, five Regional Command Centers, and many specialty divisions, including the Airport, Fusion Center, Auto Theft, Narcotics, Gangs, Academy, SWAT, Major Crimes, and Organized Crime units. In addition, the Regional Commands provide the patrol function of the department. Through the El Paso Police Department's community policing philosophy, our mission is to promote proactive problem-solving and police-community partnerships to address the cause of crime and fear within El Paso by working with the community. Additionally, EPPD embraces the task of assisting victims of domestic violence and understands the positive impact of early intervention and proactive prevention. All commissioned department employees and VSRT case managers have received training on our victim assistance program and have an in-depth understanding of how the program functions. VSRT case managers work closely with patrol officers. When patrol officers respond to a call and identify a victim in need of services, they quickly summon one of our case managers, who deliver expanded services to assist the victims in helping them heal. The senior VSRT case manager has 19 years of continued experience with the EPPD VSRT program. All the case managers have received training and will continue to attend trainings and presentations on family violence. In addition, three members of the EPPD VSRT unit are nationally certified as Credentialed Advocates. The case managers are certified with hours of experience and through pre-service training administered by (NOVA) Victim Assistance Academy.

Performance Management :

The goal of the VSRT program is to provide every person who files a police report with an eligible crime to receive immediate assistance with crisis management, Texas crime victim's compensation application support, legal advocacy, and protective order assistance, when applicable. The project will be measured by extracting records supplemented by the VSRT case managers and comparing them to cases that have not been serviced. The objective is to achieve 100 percent service rates for all reported cases and then examine its success rate every quarter. For example, in the fiscal year 2022-2023, case managers documented attempts to reach the victims by telephone, letter, or home visit and supplemented 95% of all cases. In the last few years the form used to track the collected data for the grant was revised by mirroring the data requested by the Office of the Governor (OOG), the data collected focuses on the program's outcomes. The VSRT program has provided an online link to the EPPD website for individuals seeking to volunteer and be part of the EPPD VSRT volunteer program. Volunteer Services has been actively involved in the recruitment of VSRT volunteers and has been working with the public information office to reach to target audience via social media.

Target Group :

The El Paso region, combined with its international neighbor city, Ciudad Juarez, Mexico, forms a metropolitan area with a population of approximately 2.7 million. About 81% of the population of El Paso are Hispanic, 12% are White-non-Hispanic, 3% are African American, and 1.2% are two or more races. Statistics for EPPD during

Fiscal Year 2022-2023 showed the total number of cases supplemented, 81% of the victims were Hispanic, 11% were White Non-Hispanic, and 5% were African American. The population's median age in the City of El Paso is 33 years old, with 49% males and 51% females. Additionally, Fort Bliss, the Army's second-largest U.S. Army installation, consists of a diverse community comprised of soldiers, family members, and retirees. As a result, there is a relatively large number of victims of crime, making it our priority to dedicate time and resources to victims of crime. The EPPD provides the community with adequate support services, information, referrals, and education on violent crimes. The VSRT case managers will target and assist the victims of all qualifying crime-related cases while focusing on the high volume of domestic violence-related reports.

Evidence-Based Practices:

Case managers will monitor the types of crime related to domestic violence and continue to work closely with other victim service providers for domestic violence. The six VSRT case managers ensure proper handling of cases by providing services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. The VSRT supervisor, an EPPD sergeant assigned to the Auxiliary Support Division, oversees the VSRT program. The supervisor collects, maintains, and analyzes relevant statistical data periodically to meet the needs. Victims of domestic violence are referred to the Center Against Sexual and Family Violence (CASFV) Emergency Shelter and for non-shelter services to the Family Resource Center (FRC). Case managers and the Domestic Violence Officer (DVO) will provide information on crime victims' rights and the State compensation fund and facilitate an understanding to the victims of the procedures of the criminal justice system. Case managers will assist with initiating, administering, and completing a Crime Victims Compensation application. They also ensure that the victims of crime receive personal advocacy and have an opportunity to recover monetary losses resulting from the offense. In addition, case managers and the DVO provide crisis intervention on-scene as first responders, identify support groups for victims of sexual assault and their families, and provide emotional support and conflict and trauma resolution for crime victims. Finally, case managers will update victims of crime on their cases as they progress through the criminal justice system.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Crisis Services	100.00	Victim Services Response Team (VSRT) case managers provide crime victims services during the healing process. Services offered include providing information and referrals to agencies that assist victims of Domestic Violence. Case Managers will conduct legal referrals to the District Attorney's Office, County Attorney's Office-Protective Order Unit, Texas Rio Grande Legal Aid, and the Diocesan Migrant & Refugee Services. Case Managers will explain victim rights, assist with crime victims' compensation applications, and advocate for all necessary crisis procedures. This includes medical, legal, transport, and assistance locating temporary shelter if required. During the Case Managers' assessment of the victim's needs, the victim may volunteer information to the case managers about other victimization incidents. The VSRT case managers have developed a close working relationship with area hospitals that provide services, including University Medical Center, Providence Hospital, and Del Sol Medical Center. The El Paso Police Department will generate a police report or referral to identify crime victims. The Case Managers will review cases and provide the appropriate help crime victims need to navigate the judicial process by standing alongside the victim. They will provide comprehensive crisis and follow-up support. This support is necessary for the victim of a crime to remain engaged in the investigation and prosecution process. The Case Managers will meet regularly with other victim services providers, the Center Against Sexual and Family Violence, District Attorney's victim services advocates, EP Sheriff's Office Advocates, Fort Bliss Advocates, and others to discuss and share information to move forward with the investigation, prosecution, and overall, the victim's restoration. Case Managers will be working with a police officer when responding to domestic violence calls.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of survivors receiving crisis counseling.	6500
Number of victims / survivors seeking services who were served.	6500
Number of victims seeking services who were not served.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2024

Enter the End Date [mm/dd/yyyy]:

8/31/2025

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

149819695

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

8986340

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2022

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification**Certification of Recipient Highly Compensated Officers**

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes
☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Victim Services Information

Agency Type

Implementing Agency Type - Government

Which designation best describes your agency

- Law enforcement

Purpose of Award

- Continue an OOG-funded victim project funded in a previous year

Type of Crime Funding Distribution

Identify the percent of funding dedicated to each type of victimization. The percentages provided below should not include matching funds. Cumulative total for all types of victimization must equal 100%.

Type of Crime	Percent of Funds Dedicated to Crime Enter whole percentages only	Funds Dedicated to Crime Current Award x Percent Entered
Child Physical Abuse	2	\$2,761.39
Child Sexual Abuse	1	\$1,380.69
Domestic and Family Violence	38	\$52,466.36
Child Sexual Assault	1	\$1,380.69
Adult Sexual Assault	1	\$1,380.69
DUI/DWI Crashes	1	\$1,380.69

DUI/DWI Crashes	1	\$1,380.69	
Assault	43	\$59,369.82	
Adults Molested As Children	0	\$0.00	
Elder Abuse	2	\$2,761.39	
Robbery	3	\$4,142.08	
Survivors of Homicide	1	\$1,380.69	
Adult Human Trafficking	1	\$1,380.69	
Child Human Trafficking	0	\$0.00	
Other Violent Crimes	3	\$4,142.08	
Description:	Arson, Hit/Runs Motor Vehicles, kidnapping, teen date violence		
Other Non-Violent Crimes	3	\$4,142.08	
Description:	Harassment, Stalking, child pornography		
SUM of %'s Sum of % MUST = 100%	100	SUM of Funds Sum of Funds MUST = OOG Current Budget	\$138,069.36

Use of Funds

Does this project provide DIRECT SERVICES to victims:

☒ Yes
☐ No

Information and Referral

- Information about the criminal justice process
- Information about victim rights, how to obtain notifications, etc.
- Referral to other victim service programs
- Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address-confidentiality programs, etc.

Personal Advocacy/Accompaniment

- Child and/or dependent care assistance (includes coordination of services)
- Interpreter services
- Law enforcement interview advocacy/accompaniment

- Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)

Emotional Support or Safety Services

- Crisis Intervention (in-person, includes safety planning, etc.)
- On-scene crisis response (e.g., community crisis response)

Shelter/Housing Services

- Relocation assistance (includes assistance with obtaining housing)

Criminal/Civil Justice System Assistance

- Notification of criminal justice events (case status, arrest, court proceedings, case disposition, release, etc.)
- Civil legal assistance in obtaining protection or restraining order
- Civil legal assistance with family law issues (e.g. , custody, visitation, or support)
- Law enforcement interview advocacy/accompaniment

Assistance in Filing Compensation Claims

- Assists potential recipients in seeking crime victim compensation benefits

All VOCA-funded direct service projects MUST assist victims with seeking crime victim compensation benefits. Please explain why your agency is not assisting victims with crime victim compensation benefits:

Types of Victimitizations

Check the types of victimization that best describe the victims the grant-funded project will serve. "Other" refers to a type that Is Not associated with any of the types provided in the list. Check all that apply:

Types of Victimitizations

- Adult physical assault (includes aggravated and simple assault)
- Adult sexual assault

- Adults sexually abused/assaulted as children
- Bullying (verbal, cyber, or physical)
- Burglary
- Child physical abuse or neglect
- Child pornography
- Domestic and/or family violence
- DUI/DWI incidents
- Elder abuse or neglect
- Hate crime: racial/religious/gender/sexual orientation/other

If Hate Crime is TRUE provide explanation:

The El Paso region, combined with international city, Ciudad Juarez, forms a metropolitan area with a population of over 2.5 million people. Although, the majority of the population is Hispanic, it is also home to other races. Having this, it brings diversity to the culture of the city. This includes religions, genders, and sexual orientation. The potential for victims of hate crime exist with the given population variables, thus making it our priority to dedicate the time and resources necessary to offer services to any potential victims of crime and to provide the community with adequate support services, information, referrals, and education.

- Human trafficking: sex
- Kidnapping (noncustodial)
- Kidnapping (custodial)
- Mass violence (domestic/international)
- Other vehicular victimization (e.g., hit and run)

- Robbery
- Stalking/harassment
- Survivors of homicide victims
- Teen dating victimization

Budget and Staffing

Answer the questions below based on your current fiscal year. Report the total budget available to the victim services program by source of funding. Do not report the entire agency budget, unless the entire budget is devoted to victim services program.

Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year:

Identify by source the amount of funds allocated to the victimization program/services budget for your agency. DO NOT COUNT FUNDS IN MORE THAN ONE CATEGORY. OTHER FEDERAL includes all federal funding except the award amount for this grant.

OOG Current Budget:
\$138,069.36

Other State Funds:
\$0.00

Other Local Funds:
\$0.00

Other Federal Funds:
\$0.00

Other Non-Federal Funds:
\$0.00

Total Victimization Program Budget:
\$138,069.36

Total number of paid staff for all grantee victimization program and/or services:
COUNT each staff member once. Both full and part time staff should be counted as one staff member. DO NOT prorate based on FTE.

Total number of staff:
6

Number of staff hours funded through THIS grant award (plus match) for grantee's victimization programs and/or services:

Total COUNT of hours to work by all staff supporting the work of this award, including match.

Total number of hours:

12480

Number of volunteer staff supporting the work of this award (plus match) for grantee's victimization programs and/or services:

COUNT each volunteer staff once. DO NOT prorate based on FTE.

Total number of volunteer staff:

0

Number of volunteer hours supporting the work of this award (plus match) for grantee's victimization programs:

Total COUNT of hours to work by all volunteers supporting the work of the award, including match

Total hours to work by all volunteers:

0

Explain how your organization uses volunteers to support its victimization programs or if your organization does not use volunteers explain any circumstances that prohibit the use of volunteers.

Due to the continued and current rise in Covid-19, Influenza, and Respiratory Syncytial Virus, the police department had to suspend the volunteer program, including the VSRT volunteers. The police department intends to reinstitute the volunteer program when the City of El Paso, under the guidance of Health and Human Services, deems it safe to do.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Case Manager	N. Becerra Approximate Annual Salary of \$51,663.40 including fringe benefits of up to \$22,322.38 (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & edicare). The total estimated compensation is \$76,338.92. Case Manager Becerra will provide assistance to victims of domestic violence.	\$35,958.47	\$8,989.62	\$0.00	\$0.00	\$44,948.09	100
Personnel	Case Manager	P. Gross Approximate Annual Salary of \$42,588.97 including fringe	\$22,919.59	\$5,729.90	\$0.00	\$0.00	\$28,649.49	100

		benefits of up to \$ 17,451.34 (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & edicare). The total estimated compensation is \$60,040.31. Case Manager Gross will provide assistance to victims of domestic violence.						
Personnel	Case Manager	E. Morales Approximate Annual Salary of \$36,676.56 including fringe benefits of up to \$ 16,174.80 (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & edicare). The total estimated compensation is \$52,851.36. Case Manager Nunez will provide assistance to victims of domestic violence.	\$17,168.43	\$4,292.11	\$0.00	\$0.00	\$21,460.54	100
Personnel	Case Manager	M. Ramirez Approximate Annual Salary of \$ 36,829.62 including fringe benefits of up to \$ 16,207.85 (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & edicare). The total estimated compensation is \$53,037.47. Case Manager Muniz will provide	\$17,317.31	\$4,329.33	\$0.00	\$0.00	\$21,646.64	100

		assistance to victims of domestic violence.						
Personnel	Case Manager	M. Rivera Approximate Annual Salary of \$47,446.58 including fringe benefits of up to \$ 18,504.03(Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & Medicare). The total estimated compensation is \$65,950.62. Case Manager Rivera will provide assistance to victims of domestic violence.	\$27,647.83	\$6,911.96	\$0.00	\$0.00	\$34,559.79	100
Personnel	Case Manager	Vacancy Approximate Annual Salary of \$36,722.70 including fringe benefits of up to \$ 15,990.29 (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & Medicare). The total estimated compensation is \$52,712.99. Case Manager Pinales will provide assistance to victims of domestic violence.	\$17,057.73	\$4,264.43	\$0.00	\$0.00	\$21,322.16	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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El Paso, City of General Funds	Cash Match	\$34,517.35
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$34,517.35	\$34,517.35	\$0.00	\$0.00	\$0.00

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$138,069.36	\$34,517.35	\$0.00	\$0.00	\$172,586.71

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$138,069.36	\$34,517.35	\$0.00	\$0.00	\$172,586.71

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
--------------------------------------------	--------------	----------	------------	----------------------

You are logged in as **User Name:** VargasJ



Legislation Text

File #: 24-249, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

Police, Chief Peter Pacillas, (915) 212-4305

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager, or designee, to submit to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950610 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - LETPA Specialized Teams" to provide financial assistance to the City of El Paso. Requesting \$136,976.85. No cash match required. The grant period will be from September 1, 2024 - August 31, 2025.

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

DEPARTMENT: Police

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Assistant Chief Humberto Talamantes,
(915) 212-4309
Chief Peter Pacillas (915)212-4305

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 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:

That the City Manager or his designee be authorized to submit to the Public Safety Office of the State of Texas, grant application number 2950610 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) – LETPA Specialized Teams" to provide financial assistance to the City of El Paso. Requesting \$136,976.85. No cash match required. The grant period will be from September 1, 2024 – August 31, 2025.

BACKGROUND / DISCUSSION:

The State Homeland Security Grant Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) projects assists local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose a risk to security in the El Paso community and Rio Grande Council of Government area. The grant will allow for purchasing of protective equipment.

PRIOR COUNCIL ACTION:

The application for SHSP-LETPA FY23 was approved by City Council January 31, 2023, FY 22 was approved February 1, 2022. Grant application for FY 21 was approved February 2, 2021. Grant application for FY20 was approved February 18, 2020. Grant application for FY19 was approved on February 26, 2019.

AMOUNT AND SOURCE OF FUNDING:

N/A

*****~~*****~~*******REQUIRED AUTHORIZATION*******

A/C VICTOR ZARUR #1515

DEPARTMENT HEAD: Chief Peter Pacillas

RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas (“PSO”); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the grant/application number 2950610, for the El Paso Police Department project identified as “SHSP LETPA – Specialized Teams”; and

WHEREAS, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

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

1. **THAT**, the City Manager or his designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 2950610, for the City of El Paso Police Department project identified as “SHSP LETPA – Specialized Teams” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all matching funds for said grant if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement which increase, decrease, or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____ 2024.

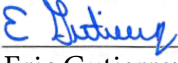
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk


APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

A/C VICTOR ZARUR #1515


For _____
Peter Pacillas
Chief of Police

[Print This Page](#)

Agency Name: El Paso, City of
Grant/App: 2950610 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

Project Title: SHSP LETPA - Specialized Teams
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:

Created on: 12/20/2023 3:05:30 PM By: Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: SHSP LETPA - Specialized Teams
Division or Unit to Administer the Project: El Paso Police Department HLS
Address Line 1: 300 N. Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 9/1/2024
End Date: 8/31/2025

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio

Grant Officials:

Authorized Official

Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official

Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director

Name: Robert Ontiveros
Email: 2383@elpasotexas.gov
Address 1: 911 Raynor
Address 1:
City: El Paso, Texas 79905
Phone: 915-212-4151 Other Phone: 915-740-0277
Fax:
Title: Mr.

Salutation: Officer

Position: Police Officer

Grant Writer

Name: Jessica Vargas

Email: VargasJ@elpasotexas.gov

Address 1: 300 N. Campbell

Address 1:

City: El Paso, Texas 79901

Phone: 915-212-4369 Other Phone: 915-630-2129

Fax:

Title: Ms.

Salutation: Ms.

Position: Grants Project Manager

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)

Organization Option: applying to provide homeland security services

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014

Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities

(LETPA): Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)

The state is responsible for ensuring that at least 35 percent (35%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 412](#) which discusses eligible activities outlined in:

- a. The [National Prevention Framework](#);
- b. The [National Protection Framework](#) where capabilities are shared with the prevention mission area;
- c. Section 2006 of the [Homeland Security Act of 2002](#), as amended; and
- d. The [FY 2007 Homeland Security Grant Program Guidance and Application Kit](#).

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

Funding for this project will provide and sustain mission essential safety gear and specialized equipment to enhance the protection of the El Paso Police Departments Special Operations Group. The proposed PPE (Personal Protective Equipment) are three Bomb Suit ensembles and 3 Ballistic Vests. The Special Operations Group will use the equipment to safely and efficiently mitigate threats for acts of terrorism and active aggressor incidents in the region.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The City of El Paso and its international geographical location increases the region for potential terrorist activity. The growing population, close proximity to an international border, one of the largest military installations in the US, high volume of international trade and the remote location make for a high volume coordinated targeting from foreign and domestic terrorism. These types of events have transpired in the past in recent events such as the Real World - Active-Aggressor incident in El Paso Texas (2019 Walmart shooting and 2023 Cielo Vista Mall shooting, and Uvalde, Texas; an increase in bomb call outs for suspicious packages in the El Paso region and increased protests, demonstrations and gatherings in the El Paso, TX. region (2023 THIRA page 29 active aggressor and demonstrations)

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The El Paso Police Department currently has 124 officers and detectives assigned to the Special Operations Group teams. SWAT consist of 42 operators, Crisis Negotiation team has 20 negotiators, Combined Search and Rescue consist of 14 rescuers, Tactical Patrol K-9 has 10 handlers, Dignitary Protection team has 22 officers and detectives, and Bomb Squad has 16 bomb technicians. All Special Operations Group teams can operate separately or in conjunction with one another dependent on what the incident dictates. Some teams such as SWAT, Bomb and Combined Search and Rescue have the limited capability to operate on two separate incidents at the same time. Currently, basic PPE and equipment is available to all teams in an effort to mitigate, disrupt, and/or interdict an incident of terrorism, active aggressor or natural disaster. The Special Operations Group teams are available to respond and assist within the Rio Grande Council of Governments (RGCOG) region in mitigating an incident of terrorism and/or natural disaster.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include

specific references to the regional or statewide State Preparedness Report (SPR).

The capability gaps identified under On Scene Security, Protection and Law Enforcement were identified on page 73, 74 and 75 of the 2023 SPR listed under Decreased Capabilities identified as expired bomb suits and expired ballistic vests for EPPD. Secondly, it is also identified on page 27 of the SPR under Interdiction and Disruption under the POETE listed on equipment as, the need for PPE Equipment. On-Scene Security, Protection and Law Enforcement was rated third on the top 3 core capabilities to sustain in 2023 and the equipment requested will allow the special operation group to maintain and expand its level of response locally and in the region.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The proposed project will reduce the capability gaps by increasing officer safety for the special operations group. It will increase and update Personal Protection Equipment (PPE) and specialized equipment for the special operations officers to mitigate and tactically improve responses to the critical incidents related to active aggressor, coordinated terrorist attacks and natural disasters.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

4.2.3 Ensure sustainment of response teams across Texas, to include personnel replacement, training to maintain proficiency, and replacement of equipment as needed.

Target Group :

Identify the target group and population expected to benefit from this project.

The 124 members from the El Paso Police Departments Special Operations Group (SWAT, Bomb Squad, CMT, COMSAR, Dig-Pro and K-9 units) will be the direct beneficiaries. The listed equipment will enhance the special operations group's ability to respond, mitigate, and protect the residents of the city and region from potential terrorism from active aggressor, coordinated terrorist attack, and natural disasters.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

El Paso Police Department will seek to sustain the capabilities alternate funding in an effort to safely and efficiently maintain The a regional response level.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	Purchase personal protective equipment (PPE)

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of individuals participating in exercises.	0
Number of people trained.	0

Number of Special Response Team personnel provided with new or updated equipment.	19
Number of Special Response Teams created, maintained or enhanced.	2
Number of trainings conducted.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2024

Enter the End Date [mm/dd/yyyy]:

8/31/2025

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

149819695

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

8986340

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2022

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance regional response teams

Capabilities

Core Capability: Interdiction and Disruption

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Deployable

☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

☒ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Research equipment and vendors; **Completion Date:** 12-31-2024

Milestone: Submit approved purchase order to vendor upon completion of city purchasing process; **Completion Date:** 03-31-2025

Milestone: Verify equipment and invoices for grant funding; **Completion Date:** 08-31-2025

NIMS Resources

☐ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool: Bomb Response Team, Special Weapons and Tactics Team

Enter the ID of the typed resources from the Resource Type Library Tool: 6-508-1176-,6-508-1245

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- ☐ Yes
☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes

☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes

☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes

☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	02PE-01-BSUT Suit, Improvised Explosive Device/Explosive Ordnance Disposal (IED/EOD) Protective Ensemble	Three EOD Bomb Ensemble for Bomb Squad at approximately \$22607.90 each. (3 x \$22607.90 each for an approximate total of \$67823.70)	\$67,823.70	\$0.00	\$0.00	\$0.00	\$67,823.70	3
Equipment	02PE-02-HLMT Equipment, Head and Face Protection, IED/EOD	Three EOD Bomb Helmet for Bomb Squad at approximately \$18,251.05 (3 x \$18251.05 each for approximate total of \$54753.15)	\$54,753.15	\$0.00	\$0.00	\$0.00	\$54,753.15	3
Supplies and Direct Operating Expenses	01LE-01-ARMR Armor, Body	3 Tactical ballistic vests to include two ballistic plates per vest for the SWAT Unit at	\$14,400.00	\$0.00	\$0.00	\$0.00	\$14,400.00	0

	approximately \$4800.00 each (3 x \$4800.00 each for approximate total of \$14400.00).						
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Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$122,576.85	\$0.00	\$0.00	\$0.00	\$122,576.85
Supplies and Direct Operating Expenses	\$14,400.00	\$0.00	\$0.00	\$0.00	\$14,400.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$136,976.85	\$0.00	\$0.00	\$0.00	\$136,976.85

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
--------------------------------------------	--------------	----------	------------	----------------------

You are logged in as **User Name:** VargasJ



Legislation Text

File #: 24-250, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

Police, Chief Peter Pacillas, (915) 212-4305

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager, or designee, to submit to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 5018401 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - National Priority Area (NPA)" to provide financial assistance to the City of El Paso. Requesting \$72,336.00. No cash match is required. The grant period will be from September 1, 2024 - August 31, 2025.

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

DEPARTMENT: Police

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

Assistant Chief Humberto Talamantes, (915)212-4309
Chief Peter Pacillas (915)212-4305

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 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:

That, the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 5018401 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) – National Priority Area (NPA)" to provide financial assistance to the City of El Paso. Requesting \$72,336.00. No cash match is required. The grant period will be from September 1, 2024 – August 31, 2025.

BACKGROUND / DISCUSSION:

The State Homeland Security Grant Program (SHSP) National Priority Area Projects (NPA) projects assist local efforts to prevent Domestic Extremism. The grant will allow for purchasing of binoculars, thermal imaging, CMRA Camera for Special Investigations Unit.

PRIOR COUNCIL ACTION:

This is the first time applying for this grant

AMOUNT AND SOURCE OF FUNDING:

N/A

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

 
DEPARTMENT HEAD: Chief Peter Pacillas A/C VICTOR ZARUR #1515

RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas (“PSO”); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the PSO grant/application number 5018401 for the El Paso Police Department project identified as “SHSP NPA”; and

WHEREAS, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

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

1. **THAT**, the City Manager or his designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 5018401, for the City of El Paso Police Department project identified as “SHSP NPA” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all matching funds for said grant if applicable;
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement which increase, decrease, or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____ 2024.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:


A/C VICTOR ZARUR #1515
for _____
Peter Pacillas
Chief of Police

Agency Name: El Paso, City of
Grant/App: 5018401 **Start Date:** 9/1/2024 **End Date:** 8/31/2026

Project Title: MP Surveillance Equipment
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
746000749

Application Eligibility Certify:

Created on:1/17/2024 9:36:45 AM By:Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: MP Surveillance Equipment
Division or Unit to Administer the Project: Special Investigations and Dignitary Protection Units
Address Line 1: 300 N. Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 9/1/2024
End Date: 8/31/2026

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Brewster,Culberson,El Paso,Hudspeth,Jeff Davis,Presidio

Grant Officials:

Authorized Official

Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official

Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director

Name: Oscar Giron
Email: 2075@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4153 Other Phone: 915-212-4151
Fax:
Title: Mr.
Salutation: Officer
Position: Police Officer

Grant Writer**Name:** Jessica Vargas**Email:** VargasJ@elpasotexas.gov**Address 1:** 300 N. Campbell**Address 1:****City:** El Paso, Texas 79901**Phone:** 915-212-4369 Other Phone: 915-630-2129**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Grants Project Manager**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide homeland security services**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 746000749**Unique Entity Identifier (UEI):** KLZGKXNFVTL4**Narrative Information****Overview**

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

State Homeland Security Program (SHSP) Competitive National Priority Area (NPA): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Grant projects must be submitted in support of one of the following approved NPAs:

Combating Domestic Violent Extremism

Core Capabilities: Interdiction & Disruption; Intelligence and Information Sharing; Planning; Public Information and Warning; Operational Coordination; Risk management for protection programs and activities

- Open source analysis of misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats.
- Sharing and leveraging intelligence and information, including open-source analysis
- Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists.
- Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization
- Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism.

Enhancing Election Security

Core Capabilities: Cybersecurity; Intelligence and Information Sharing; Planning; Long-term Vulnerability Reduction; Situational Assessment; Infrastructure Systems; Operational Coordination; Community Resilience

- Physical security planning support
- Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, etc.
- General election security navigator support.
- Cybersecurity risk assessments, training, and planning for elections systems.
- Projects that address vulnerabilities identified in cybersecurity risk assessments of elections systems.
- Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection
- Distributed Denial of Service protection
- Migrating online services to the “.gov” internet domain
- Online harassment and targeting prevention services
- Public awareness/preparedness campaigns discussing election security and integrity measures

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

This project will provide surveillance equipment for the El Paso Police Department's Special Investigations Unit. The application is for the purchase of cameras, lenses, binoculars, and night vision monocular. EPPD personnel will utilize this equipment to gather intelligence in an effort to interdict and disrupt any potential acts of domestic and foreign terrorism in the region to include domestic violent extremism.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

El Paso County with an estimated population of 891,000 as of 2024, its proximity to Mexico, the high volume of international commerce, it serving as the headquarters for Fort Bliss, and the remote location make El Paso a prime target for foreign and domestic terrorism and similar types of attacks. These types of attacks have not only occurred nationally (Highland Park IL., Buffalo NY.) but also but also regionally in Uvalde Texas and locally in El Paso Texas on August 03, 2019. With an increased number of protests, demonstrations, rallies and mass gatherings, this project will improve Law Enforcements ability to prevent, protect against and mitigate incidents involving terrorism against soft targets related to domestic violent extremism as identified in the regional THIRA. (2023 THIRA page 29 active aggressor and protests/demonstrations)

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The Special Investigations Units currently has 12 personnel assigned. The unit consists of 1 Sergeant, 8 detectives and 3 officers and serves as the intelligence gathering and sharing unit for the El Paso Police Department. The unit provides over watch for major incidents and events to include parades, festivals, protests, rallies, mass gatherings and dignitary visits. Currently the Special Investigations personnel can deploy as a unit or individually and can handle multiple operations concurrently. Surveillance equipment is currently shared as the resources are limited.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The El Paso Police Department's Special investigations unit lacks equipment for intelligence gathering as identified in the Stakeholder Preparedness Review on page 24 under Intelligence and Information Sharing, page 27 under Interdiction and Disruption, and on page 73 under On-Scene Security, Protection and Law Enforcement. Need for equipment and the replacement of obsolete equipment is the major capability gap currently identified. The EPPD is also working to establish a dedicated "intel unit" page 23 SPR.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The proposed project will reduce the listed capability gaps by updating and replacing outdated and obsolete equipment for the Special Investigations Unit. This equipment will enhance the department's capability to identify, assess, monitor and disrupt any potential domestic terrorism as well as any other mass casualty threats in the region to include incidents involving domestic violent extremism.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

1.1.3 Enhance the state's capacity to identify, assess, monitor, and disrupt potential domestic terrorism and other mass casualty threats, particularly those that could impact special events, soft targets, and crowded places.

Target Group :

Identify the target group and population expected to benefit from this project.

The 12 members of the El Paso Police Department's Special Investigations Unit will directly benefit from this project. The project will enhance the Special Investigations Unit's ability to better prevent, protect and mitigate any terroristic or domestic violent extremist attacks against the community and people of the region.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

The El Paso Police Department will continue to seek alternate funding to maintain a regional response level safely and efficiently.

Project Activities Information**HSGP Instructions for Project Activity Selection**

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION

Combating Domestic Violent Extremism	100.00	This project will provide the EPPD Special Investigations Unit with equipment to identify, assess, monitor, and disrupt potential domestic terrorism and other mass casualty threats, particularly those that could impact special events, soft targets, and crowded places. This project is for the purchase of surveillance equipment to include 12 pair of binoculars, 8 still cameras and lenses, and 8 night vision monocular.
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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	5
Number of grant funded intelligence analyst positions.	4
Number of individuals participating in exercises.	80
Number of intelligence and information sharing systems created, maintained or enhanced.	1
Number of intelligence products created.	800
Number of people trained.	25
Number of planning/coordination meetings attended.	30
Number of planning/coordination meetings conducted (including whole community as appropriate).	15
Number of plans developed or updated.	5
Number of risk assessments conducted.	15
Number of trainings conducted.	10

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of agencies actively participating in the Intelligence and Information Sharing program.	10
Number of intelligence products distributed/shared.	150
Number of stakeholders participating in planning/coordination meetings.	15

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2024

Enter the End Date [mm/dd/yyyy]:

8/31/2025

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

149819695

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

8986340

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2022

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify
☐ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes
☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes
☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance a terrorism intelligence/early warning system, center, or task force

Capabilities

Core Capability: Interdiction and Disruption

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Deployable

☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

☒ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Research equipment and vendors.; **Completion Date:** 12-01-2024

Milestone: Receive quotes and prepare purchase packets according to city purchasing process.; **Completion Date:** 02-28-2025

Milestone: Submit packets with approved purchase orders upon completion of city purchasing process.; **Completion Date:** 05-31-2025

Milestone: Receive and deploy equipment.; **Completion Date:** 08-31-2025

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

___ Yes

___ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

___ Yes

___ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

___ Yes

___ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
- ☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes
- ☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	03OE-02-BNOC Binoculars/Scopes	12 - Pair of binoculars at an estimated cost of \$1518.00 each and a total cost of 18,216.00	\$18,216.00	\$0.00	\$0.00	\$0.00	\$18,216.00	12
Equipment	03OE-02-TILA Optics, Thermal Imaging and/or Light Amplification	8 - Night vision monocular at an estimated cost of \$4620.00 each and a total cost of \$36,960.00.	\$36,960.00	\$0.00	\$0.00	\$0.00	\$36,960.00	8
Equipment	04MD-01-CMRA Camera, Still	8 - Still digital cameras and lenses at an estimated cost of \$2145.00 each and a total cost of \$17160.00	\$17,160.00	\$0.00	\$0.00	\$0.00	\$17,160.00	8

Source of Match Information**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$72,336.00	\$0.00	\$0.00	\$0.00	\$72,336.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$72,336.00	\$0.00	\$0.00	\$0.00	\$72,336.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
--------------------------------------------	--------------	----------	------------	----------------------

You are logged in as **User Name:** VargasJ



Legislation Text

File #: 24-251, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

Police, Chief Peter Pacillas, (915) 212-4305

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager, or designee, to submit to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950710, for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - MATRIX Fusion Center" to provide financial assistance to the City of El Paso. Requesting \$455,997.51. No cash match is required. The grant period will be from September 1, 2024 - August 31, 2025.

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

DEPARTMENT: Police

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

Assistant Chief Humberto Talamantes, (915)212-4309
Chief Peter Pacillas 915-212-4305

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 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:

That the El Paso City Council authorizes the submission of the grant application to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950710, for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - MATRIX Fusion Center" to provide financial assistance to the City of El Paso. Requesting \$455,997.51. No cash match is required. The grant period will be from September 1, 2024 – August 31, 2025.

BACKGROUND / DISCUSSION:

The Police Department's Fusion Center (MATRIX) was officially recognized by the State of Texas and the U.S. Department of Homeland Security in November 2010. Since 2008, the Police Department has financially supported the center's operation through Urban Area Security Initiative (UASI) and, more recently, State Homeland Security Program (SHSP) grant funding. Grant funds will be used to pay the salaries of the contract crime analysts and training and maintenance of the Fusion Center's software and hardware solutions.

PRIOR COUNCIL ACTION:

The grant application for SHSP MATRIX Fusion Center FY2023 was approved by City Council on February 7, 2023, FY2022 was approved by City Council on February 1, 2021, and FY2021 was approved by City Council on February 2, 2020. FY2020 was approved by City Council on February 18, 2020.

AMOUNT AND SOURCE OF FUNDING:

N/A

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


A/C VICTOR ZARUR #1515

DEPARTMENT HEAD: Chief Peter Pacillas

RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas (“PSO”); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the grant/application number 2950710 for the El Paso Police Department project identified as “SHSP – MATRIX Fusion Center”; and

WHEREAS, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

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

1. **THAT**, the City Manager or his designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 2950710, for the City of El Paso Police Department project identified as “SHSP – MATRIX Fusion Center” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____, 2024.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

E Gutierrez
Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

A/C Victor Zarur #1515
for Chief Peter Pacillas
El Paso Police Department

[Print This Page](#)

Agency Name: El Paso, City of
Grant/App: 2950710 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

Project Title: IISC - SHSP - MATRIX Fusion Center
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:

Created on:12/20/2023 3:54:11 PM By:Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: IISC - SHSP - MATRIX Fusion Center
Division or Unit to Administer the Project: El Paso Police Department: Fusion Center
Address Line 1: 300 N. Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79903-1402
Start Date: 9/1/2024
End Date: 8/31/2025

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Brewster,Culberson,El Paso,Jeff Davis,Presidio

Grant Officials:

Authorized Official

Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official

Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director

Name: Ricardo Medina
Email: 2014@elpasotexas.gov
Address 1: 911 Raynor
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4003 Other Phone:
Fax:
Title: Mr.
Salutation: Lieutenant

Position: Lieutenant

Grant Writer

Name: Jessica Vargas

Email: VargasJ@elpasotexas.gov

Address 1: 300 N. Campbell

Address 1:

City: El Paso, Texas 79901

Phone: 915-212-4369 Other Phone: 915-630-2129

Fax:

Title: Ms.

Salutation: Ms.

Position: Grants Project Manager

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)

Organization Option: applying to provide homeland security services

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014

Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities

(LETPA): Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)

The state is responsible for ensuring that at least 35 percent (35%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 412](#) which discusses eligible activities outlined in:

- a. The [National Prevention Framework](#);
- b. The [National Protection Framework](#) where capabilities are shared with the prevention mission area;
- c. Section 2006 of the [Homeland Security Act of 2002](#), as amended; and
- d. The [FY 2007 Homeland Security Grant Program Guidance and Application Kit](#).

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The Multi-Agency Tactical Response Information eXchange (MATRIX), El Paso Fusion Center's project submission for FY24 State Homeland Security Program will focus on the sustainment, maintenance, and enhancement of the Center's Critical Operational Capabilities (COCs), Enabling Capabilities (ECs), and the mitigation of capability gaps in Region VIII's THIRA. With this focus, the project will further support the augmentation of the Fusion Center's infrastructure and its relationship with the US DHS, the National Network of Fusion Centers, and the Texas Joint Crime Information Center. The project will directly support the Texas Homeland Security Strategic Plan's 2021-2025 Goal 1 to prevent terrorist attacks and organized criminal activity in Texas and the National Preparedness Goals' (July 2021) core capabilities of Prevention and Mitigation. The project will directly maintain the Center's achieved abilities by sustainment of its current staff and systems and work to close the gap on capability deficiencies and target capabilities.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Pages 6 through 40, 46 - 48 & 52-54 of the 2023 RGCOG Region VIII THIRA list threats and hazards to the region: (1) Flood, (2) Hazmat Release-Chemical, (3) Wildfire, (4) Active-Shooter, (5) Chemical Attack, and (6) Radiological. The project priority will be on prevention and protection, which are also the key component of 12 of the center's 32 Core Capabilities. Intrinsically this focus spans all mission areas facilitating the ability to deliver actionable intelligence that mitigates the impact of these threats and hazards. The specific focus of this project is to prevent the degradation of the center's standing capabilities and provide enhancements to support the achievement of the Region's capability targets delineated on page 6 - 40, 46-48 & 52-54 of the THIRA. The project will accomplish this through sustainment of the center's key attributes that mitigate regional threats and deliver an increase in capabilities to achieve the THIRA's directed capability targets within the core capability areas of "Public Information and Warning," "Forensics and Attribution," "Intelligence and Information Sharing," "Interdiction and Disruption," and "Operational Communications." Moreover, an increase in capabilities that will expand the center's coverage and its ability to maintain situational acuity and provide timely and accurate information in all areas.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The MATRIX Fusion Center is a federal and state-recognized fusion center and an integral part of the National Fusion Center Network. The Center is an essential resource in Region VIII's attainment of its capability targets and mitigation of

its threats and hazards. The MATRIX Fusion Center is a continuing project and has been since FY2007 receiving SHSP funding each year. As of the last published assessment, the center's existing capability levels met or exceeded the US DHS's prescribe baseline capabilities. In addition during the previous granting period(s) the MATRIX Fusion Center received and implemented a Gun Shot Detection System which enables the FUSION center to detect gun shots in REAL TIME. This technological addition aids the FUSION center to have early detection in effort to notify field deployment in real time in hopes of reducing potential loss of life and active shooter incidents. During this granting period, as FUSION recognizes the importance of continued collaboration and rapid response therefore, FUSION center has implemented an Alert notification system known as Ever bridge within its capabilities. This system has been incorporated to provide immediate notification to Federal Partners and Local Law Enforcement Agencies to alert them of ongoing critical incidents. The FUSION center during 2023 year created and implemented a Multi Agency Threat Assessment Team which is known as the El Paso Threat Assessment Team (EPTAT). EPTAT is specifically tailored to identify/mitigate & intervene with individuals who pose a Threat to Life risk within the community. In its early stages EPTAT has had seen early success's and has continued to expand with Local, State & Federal stakeholders. Expansion into seeking private sector partners will be EPTAT focal point this coming grant period.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The project's activities will directly mitigate the 2023 RGCOG SPR capability gaps and provide the enhancements necessary to achieve the RGCOG Region VIII THIRA's capability targets. The project will accomplish this by increasing and sustaining funding in three areas: (1) As stated on 2023 RGCOG page 34-35, Maintain topic coverage as identified in the THIRA's capability targets and SPR's capability gaps; and, sustain funding of the existing four analysts to maintain current capabilities; (2) As stated on 2023 RGCOG Page 42-43, provide additional Risk and Disaster Resilience Assessment the All Hazards Mitigation Plans and the THIRA/SPR plans identify, assess, and prioritize threats and hazards that could potentially affect the region augment capabilities and achieve the THIRA targets and close identified SPR gaps; and, (3) As stated in 2023 RGCOG page 27, provide support for existing systems that will enhance the center's ability to gather intelligence and information, assess continuously, and develop reports and products for dissemination across Region VIII, the state, and the entire national fusion center network and intelligence community.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

Strategy: This project supports the Information and Intelligence Sharing/Cooperation investment area, and will aid in preventing, preparing for, protecting against, and responding to acts of terrorism; help the State to meet its target capabilities; and otherwise reduce overall risk to the State by enhancing intelligence collection, integration, analysis, and information sharing capabilities and supporting cooperation among state, federal and local partners in all aspects of homeland security, such as counterterrorism, cybersecurity border security, immigration enforcement, and other areas critical to homeland security operations. In order to address the ever growing threat of Threat to Life the El Paso Fusion Center has assigned an Analyst that is solely dedicated to Threat to Life and has been working in conjunction with Local, State & Federal stakeholder on the El Paso Threat Assessment Team. Impact: This project will close Intelligence and Information Sharing capability gaps identified in the State's Stakeholder Preparedness Review (SPR) and addressed national priorities as outlined in the 2023 NOFO by helping with the execution of the intelligence cycle. Additionally by sharing threat information with priority intelligence stakeholder agencies in accordance with the intelligence cycle and all dissemination protocols. Improvement of this capability / progress towards the Capability Target identified in the SPR will be measured and evaluated through the SPR quantitative review process, which assesses capabilities built, sustained, or lost over time. Collaboration: The recipient is not aware of any existing logistical, technological, legal, policy, or other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness. In the event that such an impediment should be identified, the recipient will actively coordinate with relevant partners to alleviate and/or eliminate the impediment. The recipient will continue to collaborate with all partners to prevent, prepare for, protect against, and respond to acts of terrorism; meet target capabilities; support the national security mission of DHS and other federal agencies; and otherwise reduce the overall risk to the high-risk urban area, the State, or the Nation. Performance: This project will directly sustain the Fusion Center's current capabilities and performance. We anticipate continued improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of funding for this project.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 *Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

1.1.3 Enhance the state's capacity to identify, assess, monitor, and disrupt potential domestic terrorism and other mass casualty threats, particularly those that could impact special events, soft targets, and crowded places.

Target Group :

Identify the target group and population expected to benefit from this project.

Local, State, Tribal and Federal Law Enforcement Agencies in RGCOG Region VIII. Current effected population group is approximately 867,000 in El Paso County.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

With this funding, The El Paso Police Department will be able to maintain a more efficient and effective regional response level. With funding, the El Paso Police Department will continue to improve response capabilities and quality of service to the citizens of El Paso and RGCOG area of responsibility. Without this funding, the capabilities of the El Paso Police Department are diminished. Other funding including confiscated and general funds would need to be explored to maintain the current capability levels of the department. Federal and State grants enable the department to maintain its current level of response.

Project Activities Information**HSGP Instructions for Project Activity Selection**

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Information and Intelligence Sharing/Cooperation	100.00	The project's activities will consist of funding the salaries and benefits of the center's Crime Analysts (Personnel), two Senior Crime Analyst, and one Crime Analyst Manager(Personnel). Maintenance and support of the applications listed in this project's Contractual and Professional Services section of the budget. The activities also include funding for equipment to operate applications and travel funding to enhance analysts capabilities.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	1
Number of individuals participating in exercises.	7
Number of intelligence and information sharing systems created, maintained or enhanced.	1
Number of intelligence products created.	1000
Number of people trained.	7
Number of trainings conducted.	1

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of agencies actively participating in the Intelligence and Information Sharing program.	15

Number of intelligence products distributed/shared.	2500
Percent (%) of population that can be reached by emergency public information technologies.	0

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☒ Yes

☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The City of El Paso, MATRIX – El Paso Fusion Center will monitor and assure that all contracts are executed in compliance with all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Texas Grant Management Standards and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. The MATRIX - El Paso Fusion Center shall assign a project manager and information technology specialist to monitor and review the work and/or services performed by contract funded by these grant funds.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

- ☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2024

Enter the End Date [mm/dd/yyyy]:

8/31/2025

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

149819695

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

8986340

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- ☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2022

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance a terrorism intelligence/early warning system, center, or task force

Capabilities

Core Capability: Intelligence and Information Sharing

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Shareable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

___ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Purchase Equipment; **Completion Date:** 04-30-2025

Milestone: Add new Law Enforcement partners to the FUSION Center; **Completion Date:** 07-31-2025

Milestone: Analysts will produce a variety of products to include but not limited to a daily executive summary, weekly auto theft summary, monthly firearms, gang booking, and narcotics reports. Case support for investigative units, threat assessments for major events in the AOR. Trends and analysis for crimes.; **Completion Date:** 08-31-2025

Milestone: Travel to National Fusion Center Training Conference; **Completion Date:** 12-31-2024

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- ☐ Yes
☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes

☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes

☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes

☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Analyst (Organization)	"Crime Analyst Castellano is a full- time employee who provides specialized analytical support and expertise to the Fusion Center's gathering, continuous assessment, and development of intelligence and information reports and products to attain and mitigate capability gaps identified in both Region VII THIRA and State Preparedness Report (SPR). Salary period	\$64,293.04	\$0.00	\$0.00	\$0.00	\$64,293.04	100

		09/01/2024 thru 08/31/2025. "						
Personnel	Analyst (Organization)	"Senior Crime Analyst Morena is a full- time employee who provides specialized analytical support and expertise to the Fusion Center's gathering, continuous assessment, and development of intelligence and information reports and products to attain and mitigate capability gaps identified in both Region VII THIRA and State Preparedness Report (SPR). Salary period 09/01/2024 thru 08/31/2025. Represent the department at various meetings and interact with others in the department and representatives of other law enforcement agencies. Involves: Develop, support and maintain liaisons with federal, state, county and local law enforcement professionals to facilitate the exchange of crime and intelligence information, or information regarding changes or advancements within the field of law enforcement, or crime analysis, educational and	\$61,869.89	\$0.00	\$0.00	\$0.00	\$61,869.89	100

		training opportunities. Exchange information, coordinate efforts or present reports with narrative, statistical data, charts, maps or other graphics to convey detailed research findings and recommendations in summary format. "						
Personnel	Analyst (Organization)	"Senior Crime Analyst Alvarez is a full- time employee who provides specialized analytical support and expertise to the Fusion Center's gathering, continuous assessment, and development of intelligence and information reports and products to attain and mitigate capability gaps identified in both Region VII THIRA and State Preparedness Report (SPR). Salary period 09/01/2024 thru 08/31/2025. Represent the department at various meetings and interact with others in the department and representatives of other law enforcement agencies. Involves: Develop, support and maintain liaisons with federal, state,	\$70,084.85	\$0.00	\$0.00	\$0.00	\$70,084.85	100

		county and local law enforcement professionals to facilitate the exchange of crime and intelligence information, or information regarding changes or advancements within the field of law enforcement, or crime analysis, educational and training opportunities. Exchange information, coordinate efforts or present reports with narrative, statistical data, charts, maps or other graphics to convey detailed research findings and recommendations in summary format. "						
Personnel	Analyst (Organization)	"Crime Analysis Manager Nicholas Emerick will manage intelligence and crime analysis functions, and coordinate intelligence with Federal, State, local, tribal and private sector agencies for the El Paso Police Department's Fusion Center. Supervise assigned personnel. Involves: Schedule, assign, instruct, guide and check work. Appraise employee performance. Provide for training and development.	\$88,743.43	\$0.00	\$0.00	\$0.00	\$88,743.43	100

		Enforce personnel rules and regulations and work behavior standards firmly and impartially. Counsel, motivate and maintain harmony. Interview applicants. Recommend hiring, termination, transfers, discipline, merit pay or other employee status changes. Salary Period 09/01/2024 to 08/31/2025.						
Contractual and Professional Services	21GN-00-MAIN Maintenance	"Citizen Observer-TIP411 subscription and support for a web-based community notification systems including crime alerts, anonymous tips, smartphone apps, and social media publishing, period: 09/01/2024 to 08/31/2025. "	\$45,423.00	\$0.00	\$0.00	\$0.00	\$45,423.00	0
Contractual and Professional Services	21GN-00-MAIN Maintenance	Vigilant - subscription to cloud-based private, license plate data collection, period 09/01/2024 to 08/31/2025	\$58,465.89	\$0.00	\$0.00	\$0.00	\$58,465.89	0
Contractual and Professional Services	21GN-00-MAIN Maintenance	West Publishing-CLEAR for Law Enforcement. Through CLEAR's live gateways and easy-to-use interface, you are quickly able to identify victims and persons of interest to ensure your officers on	\$38,744.15	\$0.00	\$0.00	\$0.00	\$38,744.15	0

		the streets are protected. Because you are able to see all information available, you can better plan and prepare for any situation you may face. Access to live phone records, Real-Time Incarceration and Arrest Gateway, On demand fixed rate batch, Source Transparency, and customizable preferences. Period: 09/01/2024 to 08/31/2025						
Travel and Training	In-State Incidentals and/or Mileage (Training)	TX Fusion Center-Director, Crime Analysts and other staff to attend training events. Details TBD	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
Travel and Training	Out-of-State Incidentals and/or Mileage (Training)	National Fusion Center Training-Director, Crime Analysts and other staff to attend training events. Details TBD	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	0
Travel and Training	Out-of-State Incidentals and/or Mileage (Training)	2024 Threat Management Conference, August 13-16, 2024 at the Disneyland Resort in Anaheim, CA Thirty-First Annual Threat Management Conference, designed to address major issues surrounding mass shootings and other public attacks, workplace violence, school/campus	\$10,573.26	\$0.00	\$0.00	\$0.00	\$10,573.26	0

		violence, domestic violence, assassination of public figures and other situations involving the prevention of targeted violence. A variety of nationally recognized speakers will give presentations on current information, research and techniques relating to the industry. Estimated cost: Registration \$950 per person Hotel \$354 per night (4 nights) Flights \$485 Per Diem \$258 per (55.56 half day \$74 full day) \$3,109.00 per person						
Equipment	03WA-01-DCMP Computer/Gauge, Dive	4-CPU-towers, electronic equipment for Crime analysts and manager \$1,700.00 each.	\$6,800.00	\$0.00	\$0.00	\$0.00	\$6,800.00	4
Supplies and Direct Operating Expenses	Office Supplies (Organization)	"Office supplies @ 1,500.00.Pens, Pencils, Markers, Highlighters, Paperclips, tape, rubber bands, spiral notebooks, writing pads, post-it notes, phone message pads, copy paper, pocket notebook, manila folders, hanging file folders, file "	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$142,633.04	\$0.00	\$0.00	\$0.00	\$142,633.04
Equipment	\$6,800.00	\$0.00	\$0.00	\$0.00	\$6,800.00
Personnel	\$284,991.21	\$0.00	\$0.00	\$0.00	\$284,991.21
Supplies and Direct Operating Expenses	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
Travel and Training	\$20,073.26	\$0.00	\$0.00	\$0.00	\$20,073.26

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$455,997.51	\$0.00	\$0.00	\$0.00	\$455,997.51

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
--------------------------------------------	--------------	----------	------------	----------------------

You are logged in as **User Name:** VargasJ



Legislation Text

File #: 24-252, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

Police, Chief Peter Pacillas, (915) 212-4305

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager, or designee, to submit to the Office of the Governor of the State of Texas, Criminal Justice Department, grant application number 5094701, FY2025 for the City of El Paso Police Department project identified as "Criminal Justice Grant - JAG" to provide financial assistance to the City of El Paso. Requesting \$42,181.00, no cash match required. Grant period will be from October 1, 2024 - September 30, 2025.

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

DEPARTMENT: Police

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

Assistant Chief Humberto Talamantes (915)212-4309
Chief Peter Pacillas 915-212-4305

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 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:

That the El Paso City Council authorizes the submission of grant application to the Office of the Governor of the State of Texas, Criminal Justice Department, grant application number 5094701, FY2025 for the City of El Paso Police Department project identified as "Criminal Justice Grant - JAG" to provide financial assistance to the City of El Paso. Requesting \$42,181.00, no cash match required. Grant period will be from October 1, 2024 – September 30, 2025.

BACKGROUND / DISCUSSION:

The purchase of 20 Dell OptiPlex Plus 7070 and 40 Dell 22" monitors TSO will be made. These will replace existing computers and monitors that were purchase in 2013 for the Mission Valley Region Command.

PRIOR COUNCIL ACTION:

The FY2023 JAG grant application was approved by city council February 1, 2022. The FY2022 JAG grant application was approved by city council February 2, 2021. FY2021 application was approved on February 18, 2020. FY2020 JAG grant application was approved by city council on February 26, 2019. FY2019 JAG grant application was approved by city council on February 20, 2018.

AMOUNT AND SOURCE OF FUNDING:

N/A

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


DEPARTMENT HEAD: Chief Peter Pacillas


A/C VICTOR ZARUR #1515

RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas (“PSO”); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the grant/application number 5094701 FY2025 for the El Paso Police Department project identified as “Criminal Justice Grant - JAG”; and

WHEREAS, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

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

1. **THAT**, the City Manager or his designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 5094701, for the City of El Paso Police Department project identified as “Criminal Justice Grant - JAG” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____, 2024.

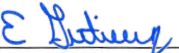
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk


APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



A/C VICTOR ZARUR #1515
 Peter Pacillas
Chief of Police

[Print This Page](#)**Agency Name:** El Paso, City of**Grant/App:** 5094701 **Start Date:** 10/1/2024 **End Date:** 9/30/2025**Project Title:** JAG FY25**Status:** Application Pending Submission**Eligibility Information****Your organization's Texas Payee/Taxpayer ID Number:**

746000749

Application Eligibility Certify:

Created on:2/1/2024 9:45:54 AM By:Jessica Vargas

Profile Information**Applicant Agency Name:** El Paso, City of**Project Title:** JAG FY25**Division or Unit to Administer the Project:** Mission Valley Regional Command**Address Line 1:** 9011 Escobar**Address Line 2:****City/State/Zip:** El Paso Texas 79901-1402**Start Date:** 10/1/2024**End Date:** 9/30/2025**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments**Headquarter County:** El Paso**Counties within Project's Impact Area:** El Paso**Grant Officials:****Authorized Official****Name:** Elda Hefner**Email:** rodriguez-hefnere@elpasotexas.gov**Address 1:** 300 N. Campbell**Address 1:****City:** El Paso, Texas 79901**Phone:** 915-212-1795 Other Phone: 915-212-1162**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Grants Administrator**Financial Official****Name:** Margarita Munoz**Email:** munozmm@elpasotexas.gov**Address 1:** 300 N. Campbell st**Address 1:****City:** City of El Paso, Texas 79901**Phone:** 915-212-1174 Other Phone:**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Comptroller**Project Director****Name:** Jason Newport**Email:** 2713@elpasotexas.gov

Address 1: 9011 Escobar Dr.

Address 1:

City: El Paso, Texas 79907

Phone: 915-765-9320 Other Phone: 915-212-2850

Fax:

Title: Mr.

Salutation: Lieutenant

Position: Lieutenant

Grant Writer

Name: Jessica Vargas

Email: VargasJ@elpasotexas.gov

Address 1: 300 N. Campbell

Address 1:

City: El Paso, Texas 79901

Phone: 915-212-4369 Other Phone: 915-630-2129

Fax:

Title: Ms.

Salutation: Ms.

Position: Grants Project Manager

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)

Organization Option: applying to provide services to all others

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 746000749

Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Introduction

The purpose of this funding is to support projects that promote public safety, reduce crime, and improve the criminal justice system.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Bulletproof Vests

Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy and that all vests purchased have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Additionally, vests purchased must be American-made.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program website](#) for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

DNA Testing of Evidentiary Materials

When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be

uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

Interoperable Communications

Funds to support emergency communications activities must ensure compliance with the FY 2018 SAFECOM Guidance on Emergency Communications Grants; adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band; and are fully coordinated with the full-time [Statewide Interoperability Coordinator \(SWIC\)](#) for Texas.

Twelve-Step Programs

Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. PSO grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

National Instant Background Check System (NICS)

Entities receiving funds under this solicitation that are to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations must have a system in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Body-Worn Cameras (BWCs)

Applicant assures that if it plans to purchase body-worn cameras with grant funds, that it has adopted adequate policies and procedures related to BWC equipment usage, data storage and access, privacy considerations and training. The certification form related to BWC policies and procedures can be found [here](#).

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Equal Employment Opportunity Plan (EEO Plan)

If awarded, applicant agrees to comply with the Equal Employment Opportunity Program (EEOP) requirements per 28 C.F.R. § 42 Subpart E. Agencies may use the EEO Utilization Report Builder to assist with preparing Verification Forms and, if required, Utilization Reports.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Claudia Lujan

Enter the Address for the Civil Rights Liaison:

300 N. Campbell El Paso, TX 79901

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

915-212-1241

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The applicant is requesting funds for computer and monitors replacements in various sections of the Mission Valley Region Command police station with the El Paso police station. The applicant is requesting fifteen (20 x \$1,364.65) - Dell OptiPlex Plus 7070 hard drive computers and thirty (40 x \$341.49) - Dell 22" Monitor TSO-3763 monitors. The existing computers and monitors were purchased in 2013. The current computers have been crashing and the city's IT department is continuously troubleshooting the software and drive and has requested and recommended replacement. The total amount needed is \$40,952.60.

Problem Statement :

Current computers and monitors are crashing and running slowly due to outdated software and compatibility. Current computers were purchased in 2013 and are struggling to keep up with current updates and software resulting in ongoing IT tickets and IT troubleshooting.

Supporting Data :

Since March 2023, the MVRC has requested sixteen (16) IT tickets requesting their services for multiple issues

from computer speed (slow), low memory, multiple computer errors, and accounts where the computer will shut down without notice while in use. Multiple issues are believed to be caused by the computers being outdated and IT has requested these computers to be replaced as soon as possible due to functioning and security concerns.

Project Approach & Activities:

The goal is to eventually phase out all currently operating computers in high-use volume areas and ideally replace the current computers and monitors with new ones that will operate with up-to-date software and current programming to prevent more IT work tickets and other drawbacks.

Capacity & Capabilities:

The applicant has 17 years as an employee with the El Paso Police Department including 8 years working as a supervisor utilizing the current working computers. The applicant has a working and ongoing knowledge of various programs used by the department including Microsoft Excel and Word, People-Soft, CRASH, and other Law Enforcement and City related programs and sites. The applicant knows the importance of keeping and maintaining up-to-date computers to keep up with the correct software and updates.

Performance Management :

The goal of this project is to provide the employees at the MVRC with well-working up-to-date computers that will function hassle-free and accept new software and updates. The success of this project will be measured by the reduction of IT tickets and the overall reduction of frustration (feedback) by employees when operating their computers.

Target Group :

The new computers and monitors will provide the optimal working conditions for the training sections, community services sections as well as the public computers access in the front lobby. Additional users will be officers using the courtroom live stream and the desk officers who use the station's security cameras and monitors that function 24/7.

Evidence-Based Practices:

Listed are the most current IT tickets for the computers at MVRC: 751914 3/16/2023 10:44 AM PC shuts off randomly, loud fan sound, takes a while to boot back up. 751915 3/27/2023 10:50 AM Good Morning, PC is giving an error message, blue screen. 752030 4/24/2023 11:10 AM Hello, office PC running really slow. Takes a few tries to open Word or Excel, unable to burn DVDs for records requests. 753061 3/9/2023 2:14 PM Hello, unable to log onto PC in report room – court room. 755317 4/19/2023 2:40 PM Hello! Receiving blue screen error with PC in MVRC Training Tech. 775262 6/8/2023 2:34 PM Unable to log onto PC in PAR Office. Cisco phone is on but blank, maybe network problem? 775264 6/27/2023 10:52 AM PC Tower blowing air, like puffing every so often, unable to power on. 785275 7/21/2023 2:28 PM Dell 9020 PC in Traffic area is out, hard drive issue, request to be serviced. Thank you! 803509 9/28/2023 11:35 AM Hello, 3 more PC's are unable to login, total of 5 out of 13 are currently down. 804825 10/4/2023 8:35 AM Vanessa Bermudez PAR Officer experiencing very slow computer. 809069 10/20/2023 8:45 AM Commander Secretary Computer making loud blowing noises, She has backed up her computer but is worried it will go out soon. 812621 11/6/2023 8:33 AM Hello! request to have hard drive replaced for interview room pc. 818557 11/30/2023 1:40 PM Hello, Additional computer is out in court room behind info desk. 823048 12/27/2023 11:29 AM Computer is not functioning properly, giving a low memory message. 823340 12/21/2023 2:45 PM Hello, cannot open email or LEMS, given "low memory" message, this is a desk officer pc. 827909 1/17/2024 2:15 PM Public PC for Report Taking front Lobby is currently down, running slow

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
----------	-------------	-------------

Law Enforcement	100.00	Provide officers/employees with fully functional computers that provide support for law enforcement officers involved in the investigation of violent crimes and/or organized crime to ensure a thorough investigation is conducted with adequate evidence to prosecute cases.
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CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/Operators equipped	40
General Law Enforcement or Public Safety: Arrests resulting from grant.	0
Targeted Investigation: Criminal cases resulting in arrest.	0
Targeted Investigation: Grant-funded investigations carried out by the unit/division	0
Training or professional development: Individuals provided	0
Training or professional development: Individuals received	0
Training, professional development, or technical assistance: Hours provided	0
Training, professional development, or technical assistance: Hours received	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2024

Enter the End Date [mm/dd/yyyy]:

8/31/2025

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

149819695

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

8986340

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- ☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2022

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

Select the appropriate response:

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Select the appropriate response:

☐ Yes

☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes

☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Desktop System and Accessories (\$5,000 or less per unit)	20 - Dell OptiPlex Plus 7070 at \$1,405.59 each	\$28,111.80	\$0.00	\$0.00	\$0.00	\$28,111.80	0
Supplies and Direct Operating Expenses	Desktop System and Accessories (\$5,000 or less per unit)	40- Dell 22" Monitor TSO -3763 at 351.73 each	\$14,069.20	\$0.00	\$0.00	\$0.00	\$14,069.20	0

Source of Match Information**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Supplies and Direct Operating Expenses	\$42,181.00	\$0.00	\$0.00	\$0.00	\$42,181.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$42,181.00	\$0.00	\$0.00	\$0.00	\$42,181.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
--------------------------------------------	--------------	----------	------------	----------------------

You are logged in as **User Name:** VargasJ



Legislation Text

File #: 24-253, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

Police, Chief Peter Pacillas, (915) 212-4305

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager, or designee, to submit to the Office of the Governor of the State of Texas, Criminal Justice Division, and grant application number 3952705, FY2025 for the City of El Paso Police Department project identified as "Project Safe Neighborhoods" to provide financial assistance to the City of El Paso. Requesting \$23,760.00, no cash match is required. Grant period will be from October 1, 2024 - September 30, 2025.

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

DEPARTMENT: Police

AGENDA DATE: February 27, 2023

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Chief of Police Peter Pacillas (915) 212-4305
Assistant Chief Humberto Talamantes, (915)212-4309

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 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:

The El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, and grant application number 3952705, FY2025 for the City of El Paso Police Department project identified as "Project Safe Neighborhoods" to provide financial assistance to the City of El Paso. Requesting \$23,760.00, no cash match is required. Grant period will be from October 1, 2024 - September 30, 2025.

BACKGROUND / DISCUSSION:

The Safe Neighborhoods Grant project will maintain 12 Gunshot Detections sensors and purchase computer equipment for the Gang Unit.


PRIOR COUNCIL ACTION:

The grant application for FY2024 Criminal Justice Division Project Safe Neighborhoods (PSN) was approved by city council on January 31, 2023, grant application for FY2023 Criminal Justice Division PSN was approved February 1, 2022, grant application for FY2022 Criminal Justice Division PSN was approved by city council on February 2, 2021, and grant application for FY2021 PSN was approved on March 3, 2020.

AMOUNT AND SOURCE OF FUNDING:

N/A

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


A/C VICTOR ZARUR #1515

DEPARTMENT HEAD: Chief Peter Pacillas

RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas (“PSO”); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the grant/application number 3952705 FY2025 for the El Paso Police Department project identified as “Project Safe Neighborhoods”; and

WHEREAS, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

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

1. **THAT**, the City Manager or his designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 3952705, FY2025 for the City of El Paso Police Department project identified as “Project Safe Neighborhoods” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable;
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____ 2024.

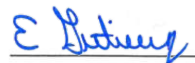
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk


APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:


A/C VICTOR ZAPUR #1515

 Peter Pacillas
Chief of Police

[Print This Page](#)**Agency Name:** El Paso, City of**Grant/App:** 3952705 **Start Date:** 10/1/2024 **End Date:** 9/30/2025**Project Title:** Project Safe Neighborhoods**Status:** Application Pending Submission**Eligibility Information****Your organization's Texas Payee/Taxpayer ID Number:**

17460007499014

Application Eligibility Certify:

Created on:12/20/2023 1:58:35 PM By:Jessica Vargas

Profile Information**Applicant Agency Name:** El Paso, City of**Project Title:** Project Safe Neighborhoods**Division or Unit to Administer the Project:** Police Department**Address Line 1:** 300 N. Campbell**Address Line 2:****City/State/Zip:** El Paso Texas 79901-1402**Start Date:** 10/1/2024**End Date:** 9/30/2025**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments**Headquarter County:** El Paso**Counties within Project's Impact Area:** El Paso**Grant Officials:****Authorized Official****Name:** Elda Hefner**Email:** rodriguez-hefnere@elpasotexas.gov**Address 1:** 300 N. Campbell**Address 1:****City:** El Paso, Texas 79901**Phone:** 915-212-1795 Other Phone: 915-212-1162**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Grants Administrator**Financial Official****Name:** Margarita Munoz**Email:** munozmm@elpasotexas.gov**Address 1:** 300 N. Campbell st**Address 1:****City:** City of El Paso, Texas 79901**Phone:** 915-212-1174 Other Phone:**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Comptroller**Project Director****Name:** Ricardo Medina**Email:** 2014@elpasotexas.gov

Address 1: 911 Raynor**Address 1:****City:** El Paso, Texas 79903**Phone:** 915-212-4003 Other Phone:**Fax:****Title:** Mr.**Salutation:** Lieutenant**Position:** Lieutenant**Grant Writer****Name:** Jessica Vargas**Email:** VargasJ@elpasotexas.gov**Address 1:** 300 N. Campbell**Address 1:****City:** El Paso, Texas 79901**Phone:** 915-212-4369 Other Phone: 915-630-2129**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Grants Project Manager**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide services to all others**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI)****Number or Vendor ID):** 17460007499014**Unique Entity Identifier (UEI):** KLZGKXNFVTL4**Narrative Information****Introduction**

The purpose of the Project Safe Neighborhoods Program is to create and foster safer neighborhoods through a sustained reduction in violent crime, including, but not limited to, addressing criminal gangs and felonious possession and use of firearms.

Program-Specific Questions

What is the project's main Project Safe Neighborhoods (PSN) design feature?

☐ Community Engagement☐ Focused and Strategic Enforcement☒ Prevention and Intervention☐ Accountability

Indicate the percentage of your PSN project allocated for each of the following categories:

Police Agency (%):

100

Prevention (%):

0

All Other Partner Agencies (%):

0

Project will support the operations and coordination activities of a gang task force.

Select the appropriate response:

☒ Yes☐ NoIf you answered '**YES**' above, enter the name of the gang task force. If you selected '**No**', enter '**N/A**'.

El Paso TAG Center

If you answered '**YES**' above, enter the agencies or organizations that participate in the above-named task force. If you selected '**No**', enter '**N/A**'.

Agencies involved in the Task Force are TXDPS, FBI, Homeland Security, Sheriffs Department, Drug Enforcement Agency, ATF, El Paso Police Department, District Attorneys office.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Equal Employment Opportunity Plan (EEO Plan)

If awarded, applicant agrees to comply with the Equal Employment Opportunity Program (EEO) requirements per 28 C.F.R. § 42 Subpart E. Agencies may use the EEO Utilization Report Builder to assist with preparing Verification Forms and, if required, Utilization Reports.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Mary Wiggins

Enter the Address for the Civil Rights Liaison:

300 N. Campbell El Paso, TX 79901

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

915-212-1267

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The El Paso Police Department (EPPD) serves approximately 683,000 residents within the city limits of El Paso and thousands more that travel to El Paso daily to visit or work. Estimated numbers indicate that El Paso swells to approximately one million people per day. The EPPD is jurisdictionally responsible for about 256.38 square miles. The patrol units are assigned to one of five Regional Commands, which serve eight El Paso representative district jurisdictions. In addition to the patrol units, the EPPD has a myriad of specialized units to include, but are not limited to Gang Unit, SWAT, Auto Theft, Narcotics, Crimes against Persons, Crime Scene Unit, and more. The El Paso Police Department currently employs over 1,100 sworn personnel, resulting in approximately two officers per 1,000 residents, and has over 260 civilian support staff. Consistent with national trends, El Paso has seen an increase in violent crime and weapon violations, with increases of 17% and 10% when comparing 2022 to 2021 (as of 12/22/2022). Although great strides have been made toward reducing violent crime in El Paso through units like the Gang Task Force, challenges have been identified, consistent with the crime triangle, concerning People, Places, and Problems. The El Paso Police Department seeks to utilize evidence and intelligence-based practices by deploying technological innovations to identify and arrest active criminals using firearms while carrying out aggravated offenses. Utilizing the sensors to alert the requested situational awareness tool, we can reduce our response times to be more effective in responding to gun crime.

Problem Statement :

In 2021 EPPD purchased its first audio sensors used to detect gunshots. The purchase of Firefly LEII allowed EPPD an accurate, cost-effective, and sustainable way to pinpoint the exact location of the shooting events within a defined area in real-time. Allowing EPPD officers to respond to more crime scenes quickly and collect more evidence and information. In the initial phases of this program, EPPD discovered that more sensors were needed to cover the target area, and three more sensors were acquired, bringing the total to fifteen sensors used for this initiative. The El Paso Police Department has taken steps to address gun crime by also forming the department's first National Integrated Ballistic Information Network (NIBIN) program. This network allows for the capture and comparison of ballistic evidence to aid in solving and preventing violent crimes involving firearms. For this network to be successful, it requires local law enforcement to collect and submit all evidence suitable for entry into NIBIN. Using these gunshot sensors assists with collecting evidence that feeds into the NIBIN system and helps create a robust information system. It is more likely to produce actionable intelligence on gun crime by linking crimes, guns, and suspects. CGIT's innovative transportable gunshot detection technology, combined with a crime gun intelligence methodology based on current best practices, gives EPPD the tools they need to identify and stop criminal "trigger pullers" before they can do more harm, thereby preventing more shootings and more victims. Using the gunshot detection system, EPPD has provided instant notification to the officers working in the area. To continue providing the service, there is a need for continued funding for the maintenance and support of these sensors. The El Paso Police Department will continue implementing measures to address gun violence. This begins with the community and school presentations. The presentations will focus on gang and gun awareness. This component will collaborate with the El Paso Police Gang Unit and Police Area Representatives (PAR).

Supporting Data :

El Paso, Texas's gun crime trends closely mirror national trends. As an indicator of Firearm activity, over the past five years, the City of El Paso has seen a general upward trend in Weapon Violation related incidents. Except for the COVID-19 suppressed in 2020, EPPD has shown an average yearly increase of 19% more criminal incidents related to weapon violations (Deadly Conduct, Discharge of Firearm, etc.). This equals an increase of between 40 – 80 additional case each year. Specifically, there was 332 incidents in 2018, 426 incidents in 2019, 350 in 2020 (COVID), 443 incidents in 2021, 497 incidents during 2022, and 534 gun related incidents in 2023. Despite the increase in cases, arrests have not shown the same increases. This could be assisted with improved investigative tools. We believe continued support of the Firefly sensors and the expansion to include social media platform will improve response times, evidence collection, and witness identification to help meet these investigative needs. The Firefly sensors are built to be installed in most urban areas, so they allow EPPD to be responsive to emerging hot spots. Currently, the Firefly sensors are located in the Pebble Hills police region of the City of El Paso. This region was identified by Data Driven methodologies to identify the most common area for gunshots. This regions account for 34% of the City of El Paso's Weapons Violations incidents during 2023.

Project Approach & Activities:

The FireFly Gunshot Detection System was activated on October 31, 2021. The FireFly System is composed of several gunshot sensors strategically placed in a specific area based on a data-driven assessment of locations. The system sends a notification within 30 seconds of a possible gunshot. Communications and Watch Officers receive notification within 30 seconds of detecting a gunshot, the detection is analyzed for verification, and a decision is made to dispatch officers if deployment of resources is necessary. In addition, several pole cameras are strategically placed within the project area and are monitored by the Watch Officers. All detections are treated as legitimate shootings until determined otherwise. When the deployment of resources is necessary, a marked unit will be dispatched to the area. It will physically check the area for casings or evidence indicative of shots being fired. Watch/Fusion Officers will assist officers on the scene with pinpointing the site of the actual gunshot location. Watch/ Fusion Officers are notified if casing(s) are located, or evidence indicating a gunshot was discovered. Watch/Fusion Officers will review the Pole Cameras (video feed) in the area to look for workable leads or information. If no evidence indicates shots being fired, Fusion/ Watch Officers will generate an Information Report (FireFly) to document the response and actions taken. Suppose evidence of an actual shooting is discovered. In that case, officers at the scene will generate the appropriate offense report, conduct the appropriate investigation, and summon the assistance of the Crime Scene Unit and the Ballistic Intelligence Unit (B.I.U.) to collect any evidence located at the scene. If casings are collected at the scene, they will be entered into NIBN for further review and possible match.

Capacity & Capabilities:

The El Paso Police Department has two full-time officers dedicated and certified in Integrated Ballistics Identification System Data Acquisitions. The B.I.U. is regionally certified and can now conduct acquisitions and test fire (firearms). Since going operational in November 2019, the B.I.U. has successfully obtained 75 leads directly linked to ongoing investigations. The Ballistic Intelligence Unit (B.I.U.) is organized through sworn personnel to quickly respond to the scenes and process ballistic evidence for investigations. Casings that have an immediate need for actionable intelligence can be rapidly processed and entered into the National Integrated Ballistic Information Network (NIBIN) system for ballistic comparison. This tiered evidence collection policy allows the B.I.U. to act as a call-out unit while addressing prolific firearm offenders. The B.I.U. will serve as a resource to other investigative units, tying investigations together and identifying suspects. The B.I.U. currently consists of two supervisors and two sworn police officers responsible for responding to gun-related calls. As well as entering acquisitions into the (NIBIN) system and verifying firearm data into the Electronic Tracing System - (E-Trace system). The B.I.U. will also assist in coordinating inter-departmental efforts to respond to gun crimes. To keep the information up to date, B.I.U. will meet with first-line officers by attending shift meetings monthly and on shift training days. These collaborative meetings bring together detectives, tactical support units, and other specialty units to foster communication, troubleshoot challenges, and increase operational efficiency. Each Regional Command Center already has an established Police Area Representative(P.A.R.) program. This enables the El Paso Police Department to effectively reach out to various community organizations and schools for preventative crime/ gang presentations. This program will be a citywide initiative between P.A.R. officers and the EPPD Gang Unit. The El Paso Police Gang Unit is housed at the Texas Anti-Gang Center (T.A.G.) along with several federal, state, and local law enforcement agencies. A board composed of executive staff from the constituent law enforcement agencies manages the overall operations of the T.A.G. center. Co-locating the participating agencies ensures that agencies have access to information promptly, create force multipliers, and concentrate operations. This allows the participating law enforcement agencies to split their focus among multiple priorities on a routine basis while permitting flexible surges during moments of crisis or operational need. TAG will be utilizing portable radio batteries which are essential in communication and field work.

Performance Management :

The El Paso Police Department will continue to document the implementation of the intelligence lead policing operational activities facilitated through the deployment of innovative technology. The El Paso Police Department will continue to review current gun crime trends and continue recording and planning meetings for the outreach initiatives, discuss the use of the technology, and review officer log sheets for documented frequency and volume of use of technology. Finally, records of the actual deployment of the technology will be collected and examined. Expected data elements will include: days of the week, time of day, the number of times technology is deployed, activated, and used, and the number of personnel utilizing the technology. Data on outreach presentations will also be collected and accounted for about the number of attendees, age group, and location. The EPPD MATRIX FUSION Center Crime Analyst(s)/ supervisor will collect all data related to arrests, officer deployments, technology placements, and outreach initiatives. This will include 911 calls resulting in actual shootings compared to gunshot detection system alerts. B.I.U. will track the number of casings entered in the NIBIN system that is subsequently linked to other gun crimes in NIBIN. The number of Firearms will be followed in the E-Trace system.

Target Group :

The City of El Paso is divided into regions: Northeast, West Side, Central, Pebble Hills (Eastside), and Mission Valley Regional Command Centers. The two regions that statistically show a higher amount of gun crime were the Northeast Regional Command and Pebble Hills Regional Command Center; however, the statistics and analysis show an increase in the Mission Valley Regional Command. With the addition of the social media platform, the EPPD / Fusion Center can assist other local, state, and federal agencies that request assistance tracking any open source and social media information.

Evidence-Based Practices:

The gunshot detection system was activated on October 31, 2021. The El Paso Police Department's gun shot detection system has provided real-time notifications of gunshot detection. The EPPD has received many notifications and has documented approximately 60 reports, including weapons charges. The El Paso Police Department has made four arrests, and three criminal cases are being linked via the collaboration of the Gun Shot Detection system and EPPD's Ballistic Intelligence Unit. (B.I.U.). The B.I.U. has responded to several scenes and has been able to locate and collect pertinent evidence related to gunshots detected by the gun shot detection system. During the initial response, patrol units checked the area but met with negative results due

to the time of night and visibility constraints. The B.I.U. unit re-checked the area using the coordinates detected by the gunshot detection system, and they collected gun casings within the area of the detection. The mobile gunshot detection system has been relocated from one region, Northeast Regional Command (NERC), to cover two other regions, Pebble Hills Regional Command and Mission Valley Regional Command (PHRC and MVRG), to cover those areas that have had significant activity. EPPD analysis of predicting crime is crucial ineffectively deploying this system. El Paso and its citizens will significantly benefit from this innovation.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Law Enforcement	100.00	In preventing gun crime the El Paso Police Department must maintain the existing Gun Shot Detection Sensors. This will assist our Department in reaching our goal of prevention, detection and apprehension of potential offenders.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/Operators equipped	3
General Law Enforcement or Public Safety: Arrests resulting from grant.	1
Targeted Investigation: Criminal cases resulting in arrest.	1
Targeted Investigation: Grant-funded investigations carried out by the unit/division	0
Training or professional development: Individuals provided	0
Training or professional development: Individuals received	0
Training, professional development, or technical assistance: Hours provided	0
Training, professional development, or technical assistance: Hours received	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☒ Yes

☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The El Paso Police Department is continuously in contact with vendor in regards to technological issues, to ensure a timely response to address any deficiencies. Communications (email) with vendor are saved for historical reference.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2024

Enter the End Date [mm/dd/yyyy]:

9/30/2025

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

149819695

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

8986340

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- ☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2022

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes

☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Installation of grant purchased equipment and technology	12-Sensors Maintenance (\$1,980.00 each). The annual sustainment fee is a necessary part of the overall system that provides direct support for the remote CGIT data center. The remote CGIT data center is one of the required components to operate the overall system. Total = \$23,760	\$16,632.00	\$0.00	\$0.00	\$0.00	\$16,632.00	0
Supplies and Direct Operating Expenses	Desktop System and Accessories (\$5,000 or less per unit)	5 TB External Hard drive from Staples (@\$130.90 x 20), Dell Docking Stations (@\$220 x 16), and Faraday Bags (2 pc) @90.00 x 11)	\$7,128.00	\$0.00	\$0.00	\$0.00	\$7,128.00	0

Source of Match Information**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$16,632.00	\$0.00	\$0.00	\$0.00	\$16,632.00
Supplies and Direct Operating Expenses	\$7,128.00	\$0.00	\$0.00	\$0.00	\$7,128.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$23,760.00	\$0.00	\$0.00	\$0.00	\$23,760.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
--------------------------------------------	--------------	----------	------------	----------------------

You are logged in as **User Name:** VargasJ



Legislation Text

File #: 24-246, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 7,8

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.

That the Planning and Inspection liens on the attachment posted with this agenda be approved. (See Attachment A)

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

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE: February 27, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Tony De La Cruz, (915) 212-1589

DISTRICT(S) AFFECTED: 7, 8

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

SUBGOAL: 3.1 Provide business-friendly permitting and inspection process
3.2 Set one standard for infrastructure across the city

SUBJECT:

That the Planning and Inspection's liens on the attachment posted with this agenda be approved (See Attachment A).

BACKGROUND / DISCUSSION: Approval for Planning & Inspection Liens (Board and Secure)

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ATTACHMENT A
PLANNING AND INSPECTIONS LIENS
FEBRUARY 27, 2024

ADDRESS	OWNER OF RECORD	AMOUNT	DISTRICT
7865 SAN JOSE RD.	VARELA GRACIELA	\$3,190.00	7
1115 MYRTLE AVE.	WESTMOUNT ASSETS INC.	\$565.00	8
1407 GOLDEN HILL TERRACE	BLEA DEBORAH A	\$2,480.00	8

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, Varela Graciela, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the PLANNING AND INSPECTIONS DEPARTMENT, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Planning and Inspections 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:

7865 San Jose Road, El Paso, Texas 79915, more particularly described as 17 Ysleta TR 5-B (Homesite) (0.13 AC), City of El Paso, El Paso County, Texas, PID #Y805999017A0510

to be \$3,190.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of October, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount Three Thousand One Hundred Ninety AND 00/100 DOLLARS (\$3,190.00) to be a lien on the above described property, said amount being due and

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

CITY OF EL PASO:

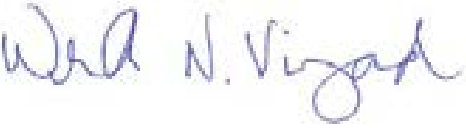
Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Wendi N. Vineyard
Assistant City Attorney



Javier A. De La Cruz
Planning and Inspections Department
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____, 2024,
by _____, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

El Paso Office of the Comptroller
300 N. Campbell
El Paso, Texas 79901
(915)212-0040

FOR INFORMATION ON THE WORK OR ORDERS ENTERED PLEASE CONTACT:

Property & Inspection
801 Texas Ave.
El Paso, Texas 79901
(915) 212-0104

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, Westmount Assets Inc., in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the PLANNING AND INSPECTIONS DEPARTMENT, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Planning and Inspections 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:

1115 Myrtle Avenue, El Paso, Texas 79902., more particularly described as 15 Franklin Heights 23 & 24 (6000 Sq Ft), City of El Paso, El Paso County, Texas, PID #F60799901505700

to be \$565.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of September, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount Five Hundred Sixty Five AND 00/100 DOLLARS (\$565.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:





Wendi N. Vineyard
Assistant City Attorney

Javier A. De La Cruz
Planning and Inspections Department
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____, 2024,
by _____, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary’s Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

El Paso Office of the Comptroller
300 N. Campbell
El Paso, Texas 79901
(915)212-0040

FOR INFORMATION ON THE WORK OR ORDERS ENTERED PLEASE CONTACT:

Property & Inspection
801 Texas Ave.
El Paso, Texas 79901
(915) 212-0104

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, Blea Deborah A, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the PLANNING AND INSPECTIONS DEPARTMENT, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Planning and Inspections 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:

1407 Golden Hill Terrace, El Paso, Texas 79902., more particularly described as 81 Franklin Heights N 64 Ft of 19 & 20 & N 64 Ft of E 14 Ft of 18 (4094.64 Sq Ft), City of El Paso, El Paso County, Texas, PID #F60799908109200

to be \$2,480.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of October, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount Two Thousand Four Hundred Eighty AND 00/100

DOLLARS (\$2,480.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2024

CITY OF EL PASO:

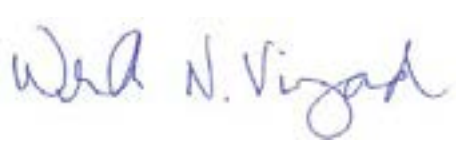
Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Wendi N. Vineyard
Assistant City Attorney
Assistant City Attorney



Javier A. De La Cruz
Planning and Inspections Department
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____, 2024,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary’s Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

El Paso Office of the Comptroller
300 N. Campbell
El Paso, Texas 79901
(915)212-0040

FOR INFORMATION ON THE WORK OR ORDERS ENTERED PLEASE CONTACT:

Property & Inspection
801 Texas Ave.
El Paso, Texas 79901
(915)212-0104

ATTACHMENT A
PLANNING AND INSPECTIONS LIENS
FEBRUARY 27, 2024

ADDRESS	OWNER OF RECORD	AMOUNT	DISTRICT
7865 SAN JOSE RD.	VARELA GRACIELA	\$3,190.00	7
1115 MYRTLE AVE.	WESTMOUNT ASSETS INC.	\$565.00	8
1407 GOLDEN HILL TERRACE	BLEA DEBORAH A	\$2,480.00	8



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-322, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Representative Josh Acevedo to the Financial Oversight and Audit Committee by Mayor Oscar Leeser.



Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Oscar Leeser
Agenda Placement	Consent
Date of Council Meeting	02/27/24
Name of Board	Financial Oversight and Audit Committee
Agenda Posting Language	
Appointment of Representative Josh Acevedo to the Financial Oversight and Audit Committee b	
Appointment Type	Regular
Member Qualifications	
Current member of City Council	
Nominee Name	Josh Acevedo
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 2
City Employed Relatives	N/A
Prior Board Membership	
N/A	
Real estate owned in El Paso County	
N/A	
Previous Appointee	City Representative Alexsandra Annello
Reason for Vacancy	Term Expired
Date of Appointment	02/27/24
Term Begins On	02/28/24
Term Expires On	02/27/25
Term	First Term

District 2

Dr. Josh Acevedo



Biography

Representative Josh Acevedo was born and raised in the Five Points neighborhood of Central El Paso. As a lifelong El Pasoan, he has dedicated his career to being a public servant.

Representative Acevedo is a proud product of the El Paso Independent School District, where he graduated from El Paso High School. He is a four-time graduate of The University of Texas at El Paso, where he has earned a Bachelor of Science in Microbiology, a Master of Arts in Political Science, a Master of Public Administration in Public Policy and Management, and a Doctor of Education in Educational Leadership and Administration. Dr. Acevedo's dissertation was a case study of school closures that occurred at EPISD in 2019.

Before being elected to the El Paso City Council, Dr. Acevedo served on the El Paso Independent School District Board of Trustees from 2019 to 2024. While on the Board of Trustees, he hired the first female and Latina superintendent in the district's 140-year history. He also helped champion an agenda of transparency and accountability, one of the highest teacher raises in El Paso's history, passed an unprecedented parental leave policy, and maximized fiscal accountability throughout multiple budget cycles.

Prior to representing District 2, he worked for a national nonprofit where he helped school board members across the country with training and policy support. He has also managed two separate higher education programs – an internship program for university students and a backbone organization for mental health and emotional well-being in the Paso del Norte region.

Dr. Acevedo has been an adjunct professor at EPCC and UTEP, where he has taught policy and government classes for undergraduate and graduate students. He has also staffed a county official and interned on Capitol Hill.

Representative Acevedo looks forward to bringing community-oriented leadership to City Hall.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-326, 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 Henry Rivera, (915) 212-0007

AGENDA LANGUAGE:

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

Robert M. Munoz to the Americorps Seniors Advisory Council by Representative Henry Rivera, District 7.



Board Appointment Form

City Clerk's Office

REVISED

1:34 pm, Feb 21, 2024

Appointing Office	Representative Henry Rivera, District 7
Agenda Placement	Consent
Date of Council Meeting	02/27/24
Name of Board	Americorps Seniors Advisory Council
Agenda Posting Language	
Appointment of Robert M. Munoz to the Americorps Seniors Advisory Council by Representative	
Appointment Type	Regular
Member Qualifications	
Please see resume	
Nominee Name	Robert Munoz
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 3
City Employed Relatives	NA
Prior Board Membership	
NA	
Real estate owned in El Paso County	
NA	
Previous Appointee	Claudia Renteria-Holguin
Reason for Vacancy	Term Expired
Date of Appointment	02/27/24
Term Begins On	02/26/24
Term Expires On	02/27/26
Term	First Term

Robert M. Munoz ED.D.

SUMMARY OF QUALIFICATIONS

Diligent, passionate, result-oriented leader providing 30 years of academic leadership, administrative and staff management, policy and program objective management, fiscal and resource development, and the ability to cultivate a student-centric environment that promotes excellence. Adept at creating and managing innovative large-scale academic programs. Strong strategic sense with the ability to balance short-term priorities against long-term educational missions and goals. Highly adaptive and flexible while remaining disciplined. Consistently a top performer; inherent ability to conquer complex, novel situations and motivate others to succeed. A sound communicator, able to effectively relate to underserved student populations, peers, and administrators at all levels. An innovative problem-solver with demonstrated competency in the following areas:

Core Competencies in The Following Areas:

- | | |
|---------------------------------|------------------------------------|
| ♦ Educational Administration | ♦ Educational Equity Development |
| ♦ Financial / Budget Management | ♦ Program / Operations Development |
| ♦ Academic Program Development | ♦ Educational Consultant |
| ♦ Student Engagement / Success | ♦ Grant / Funding Management |
| ♦ Community Outreach Management | ♦ Academic Retention Specialist |

Fluent in English and Spanish

EDUCATION

Doctor of Education in Educational Administration
NEW MEXICO STATE UNIVERSITY, Las Cruces, N.M. 2007

Master of Education in Counseling
SUL ROSS STATE UNIVERSITY, Alpine, T.X. 1997

Bachelor of Science in Criminal Justice
THE UNIVERSITY OF TEXAS, El Paso El Paso, T.X. 1977

Associates of Applied Science
ODESSA COLLEGE, Odessa, T.X. 1983

PROFESSIONAL EXPERIENCE

ODESSA COLLEGE **Education Consultant**

2023 – Present
Odessa, Texas

- ♦ Serve as the prime interface for the development of new educational programs for the Big Bend region. Responsible for working directly with government officials, companies, students, parents, and other organizations to reestablish high-impact education programs for the region. Provide subject matter expertise on curriculum development, teacher training/development, and reviewing/analyzing school data to guide in crucial areas.
- ♦ Meet with the public to identify educational gaps that must be bridged to meet student needs. Coordinate with school leadership on specific training, staffing, policies, curriculums, and other needs to start the programs. Responsible for staying up to date with current learning and teaching trends, including state and federal educational requirements. Record data and prepare clear and easy-to-follow presentations that illustrate key strategies for success.

PROFESSIONAL EXPERIENCE

SUL ROSS STATE UNIVERSITY**2021 – 2022****Associate Provost & Vice President for Workforce/Economic Engagement & Strategic Partnerships** Alpine, Texas

- ♦ Establish University-wide measures of institutional effectiveness and monitor progress relative to specific annual and long-term goals for a university that serves 2,500 students through four campuses in West Texas and Southwest Texas.
- ♦ Serve as an adviser to the President on University policies, programs, and operations. Provide leadership across the institution in support and implementation of the strategic plan to enhance student outcomes. Allocate University resources in a manner consistent with the goals of the strategic plan as approved by the President and the Board of Trustees.
- ♦ **Long Term Goal:** Provide leadership to departments to achieve the ability for Sul Ross State University to offer two-year degree and certificate programs. Establish working relationships with area school districts, community colleges, and governmental agencies.

SUL ROSS STATE UNIVERSITY RIO GRANDE CAMPUS**2020 – 2021****Vice President and Chief Operating Officer****Del Rio Eagle Pass & Uvalde, Texas**

- ♦ Accountable for advising the President on matters related to the success of the university. Responsible for the effective leadership and administration of the major operational areas of the College. Managed the institutional planning and assessment, recommending and implementing policy.
- ♦ When applicable take on the role of President as needed. Oversaw finance, budgeting, technology, institutional research, buildings, grounds, campus sustainability, auxiliary services, human resources, and legal relations.
- ♦ **Leadership** Enhanced the relationship with our partner Southwest Junior College towards a seamless transfer of students to the university. Expanded the profile of Sul Ross in the communities we served to enhance educational opportunities.
- ♦ Successfully initiated the first summer stem pathways camp in campus history. Despite the ongoing pandemic was able to attain a 6% increase in enrollments (Fall of 2020). Successfully moved seamlessly between broad leadership and hands-on engagement in the College.

TARRANT COUNTY COLLEGE DISTRICT**2008– 2020****Vice President for Community & Industry Education (Trinity River Campus)****Fort Worth, Texas**

- ♦ Supported the instructional process by serving as Vice President of a two-year institution serving >1.9M residents with an enrollment of over 50,000 credit and over 20,000 non-credit students across five campuses. Managed the strategic planning and support, marketing and strategic communications, grant development and special projects, and operational responsibilities of the college.
- ♦ **Leadership** Restructured allied health programs to enhance the overall healthcare system function. Improvements provided a wide range of diagnostic, technical, therapeutic, direct patient care, and support services critical to those patients who were part of the local working establishment. Established the campus as a GED test site, enhancing testing flexibility through ease of access.
- ♦ Created the Bilingual Business Series Certificate, an eight-week accelerated bilingual business education series providing tools on how to start, grow and sustain a successful business. Upon completion, students receive a certificate of completion. Built and sustained lasting partnerships with local businesses and community leaders. Identified strong leaders within the community with the power to influence access to funding and resources.

PROFESSIONAL EXPERIENCE

ODESSA COLLEGE

1992– 2008

Dean of Workforce & Technical Studies (2007-2008)

Odessa, Texas

- ♦ Served as a senior administrative leader for an institution serving residents across 13 counties with over 5,000 full-time students and over 11,000 non-credit students. Reported to the Vice President of Instruction. Provided leadership and direction to six executive-level academia professionals and eight department Chairs. Established and monitored appropriate instructional standards for Workforce Development, Career, and technical programs.
- **Leadership** Managed overall operations and budgets totaling over \$1.9M; reviewed and identified cost-effective and efficient use of departmental resources. Collected, tracked, and produced analytical reports to improve services. Demonstrated institutional influence, effective collaboration, and the ability to convene internal and external stakeholders to help students and alumni develop and leverage lifetime networks.
- Assisted department Chairs and Directors with recruitment strategies such as planning, marketing, and curriculum development. Successfully expanded program services to Presidio, TX to encourage the opportunity for continued education. Eliminated division between credit and non-credit instruction.

ODESSA COLLEGE

1992– 2008

Dean of Workforce Distance Education, Title V and Continuing Education

Odessa, Texas

- ♦ Provided administrative leadership and guidance and monitored the effectiveness of instruction and learning within the areas of Workforce Development distance education, Title V, and Continuing Education. Provided oversight and strategic direction to seven directors across multiple departments with allocated budgets totaling over \$1.6M. Collaborated with executive-level academia professionals in the development of goals and objectives set to attain a united vision.
- ♦ **Leadership** Developed strategic partnerships across a 13-county area. Ensured the quality and viability of all departments by communicating effectively with diverse constituencies, including students, parents, faculty, employees, the surrounding community, potential employers, workforce partners, and external parties. Successfully monitored and improved academic retention rates for the academic division. Obtained funds necessary to open a faculty-training center of excellence (Funds provided by a Title V Grant). Supervised the development and staffing of Odessa College, Andrews Business Technology Center. Honored as the first minority to receive the Chair of the Odessa Chamber of Commerce 2004-2005.
- ♦ **Dean of Continuing Education (1999-2000)** Responsible for the development and operation of the college's Continuing Education program. Responsible for all noncredit courses and programs, community-based education, and customized training for business and industry.
- ♦ Developed and managed budgets totaling over \$1.2M. Led and directed nine full-time senior staff members. Successfully expanded workforce programs at a Federal prison in Pecos, Texas which provided inclusive work. Collaborated with other Deans and department Chairs on plans and development of current and new programs. Oversaw annual planning functions including the development and launching of new programs, enrollment growth, technology, non-credit opportunities, grants, compliance, research, and services, and a learning environment for incarcerated.
- ♦ **Department Chair of Management & Business Administration Assistant Professor of Management (1993-1999)** Responsible for leadership and strategic vision to advance the department's research, and teaching, and enhance its reputation and visibility. Responsible for lecturing a minimum of three classes as an Assistant Professor of Management and supervised three full-time and five adjunct faculties. Led the department to an exemplary rating by the Texas Higher Education Coordinating Board. Partnered with the City of Odessa in offering leadership training to staff members.
- ♦ **Instructor of Management (1992-1993)** Lectured a minimum of 15-hour credit courses in management. Participated in curriculum and program development, college, and campus university committees, and outreach and engagement in the broader public. Assisted department Chair in the development of coursework and textbook selection.

OTHER WORK EXPERIENCE

Ector County Adult Probation, Odessa, TX Probation Officer 1987-1992

Pelicans Restaurant, Odessa, TX Manager 1986

Wooley Tool & Manufacturing, Odessa, TX Manager, Inventory Control 1983-1986

OIME, Odessa, Texas Supervisor 1980-1983

ACCOMPLISHMENTS / ACHIEVEMENTS

- ♦ Cultivated the progress of partnerships and alliances with public and private institutions to help support educational programs.
- ♦ Heightened workplace morale by encouraging collaboration, brainstorming, maintaining an open-door policy, and leading with a hands-on learning-centric approach.
- ♦ Enhanced recruitment and retention efforts via collaborative projects such as Men of Color Mentoring Program.
- ♦ Instrumental in securing grants from the US Department of Education which provided the Development of an online training center and funding for staff and additional staffing for the Andrews, Texas Business Training Center.
- ♦ Effective in securing a \$1.75M grant from the US Department of Labor, for the development of a 30-bay training center for welders across the Odessa region.
- ♦ Secured a sizeable youth grant for 4 of the 5 Tarrant County Colleges. This grant was dedicated to employing the academic discipline of Science, Technology, Engineering, and Math (STEM) for students ages 14-21.

MEMBERSHIPS / AFFILIATIONS

Advisory Committee Member, Ft. Worth ISD CTE 2012-2020

Member, Cabinet Tarrant County United Way 2009-2020

President, Hispanic Wellness Coalition 2015-2017

Board member officer Girls Inc Tarrant County 2016-2020

Chair, Central Area Council, Ft. Worth Chamber of Commerce 2010-2012

Chair, City of Odessa Board of Adjustment 2005-2008

Chair, Odessa Chamber of Commerce 2004-2005

Advisory Board Member, Odessa American Newspaper 2003-2008

Advisory Board Member, Texas Higher Education Coordinating Board & Distant Education 2003-2007

President, Links of Odessa 2003-2004

President, Midland & Odessa Transportation Board 2003-2004

Board Member, Main Street Odessa 1999-2008

Board Member, Odessa Chamber of Commerce 1998-2008



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-278, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what?
Be descriptive of what we want Council to approve. Include \$ amount if applicable.

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

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:


 for Maria O. Pasillas

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

TAX REFUNDS
February 27, 2024

1. El Paso Paper Box Inc, in the amount of \$3,621.13 made an overpayment on January 17, 2024 of 2023 taxes.
(Geo. #1995-999-1288-0034)
2. Arnaldo Gallardo, in the amount of \$5,117.53 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #A520-999-0570-1900)
3. Basilio & Elsa Silva, in the amount of \$6,269.83 made an overpayment on January 23, 2024 of 2023 taxes.
(Geo. #C801-999-0130-1900)
4. Flowar Properties LLC, in the amount of \$3,597.12 made an overpayment on January 29, 2024 of 2023 taxes.
(Geo. #F607-999-0240-0100)
5. Jorge L. Carrillo, in the amount of \$32,510.60 made an overpayment on November 7, 2023 of 2023 taxes.
(Geo. #G128-000-0050-2600)
6. Roberto Rodriguez, in the amount of \$5,316.60 made an overpayment on January 9, 2024 of 2023 taxes.
(Geo. #L478-999-0130-0200)
7. Fred Loya Insurance Agency, Inc., in the amount of \$13,420.97 made an overpayment on January 5, 2024 of 2023 taxes.
(Geo. #M473-999-0380-4900)
8. Lourdes Delgadillo, in the amount of \$5,599.90 made an overpayment on January 15, 2024 of 2023 taxes.
(Geo. #M638-999-0070-1700)
9. Elizabeth Salas, in the amount of \$4,347.05 made an overpayment on January 29, 2024 of 2023 taxes.
(Geo. #V893-999-5360-0800)

Laura D. Prine
City Clerk

 for Maria O. Pasillas

Maria O. Pasillas, RTA
Tax Assessor Collector



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

TAX OFFICE
RECEIVED

JAN 29 2024

EL PASO PAPER BOX INC
C/O PAUL MALOOLY
24 ZANE GREY ST
EL PASO, TX 79906-5226

OP
+2500 ✓

Geo No. 1995-999-1288-0034	Prop ID 519776
Legal Description of the Property INV CMP FURN MACH SIGN 24 ZANE GREY ST OWNER: EL PASO PAPER BOX INC	
2023 OVERAGE AMOUNT \$3,621.13 ✓	

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>El Paso Paper Box</u>			
	Address: <u>24 Zane Grey St</u>			
	City, State, Zip: <u>El Paso TX 79906</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No. <u>915 474 1394</u>		E-Mail Address: <u>rmalooley@elpaso.gov</u>	
	Payment made by:		Check No.	Date Paid
	Amount Paid			
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
<u>[Signature]</u>		<u>Rivera Rivera 1/29/24</u>		

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

N.H.

Date:

1-29-24

281



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

CITY TAX
OFFICE

sn
FEB 06 2024

Credit Card

ARNALDO GALLARDO
7766 ROSEDALE STREET
EL PASO, TX 79915

OP ✓
+2500

Geo No. A520-999-0570-1900	Prop ID 147802
Legal Description of the Property 57 ALTURA PARK 6 TO 8 (9360 SQ FT) 2706 N PIEDRAS ST	
OWNER: BAKED POTATO LLC	

2023 OVERAGE AMOUNT \$5,117.53 ✓

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:		
	Name: ARNALDO GALLARDO		
	Address: 7766 ROSEDALE ST ✓		
	City, State, Zip: EL PASO TX.		
	Daytime Phone No.: 915 255 7115	E-Mail Address:	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid
	Credit Card ✓	5967489	01/31/24
			Amount Paid
			\$5117.53
	TOTAL AMOUNT PAID (sum of the above amounts)		
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:		
	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund. ✓		
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/> I want this payment applied to next year's taxes.		
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)		
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE
	[Signature] JUNE 24/24		ARNALDO GALLARDO ✓
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.I.S. Date: 2-7-24			

JAN 31 2024

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

OP ✓
+2500

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: Basilio & Elsa Silva ✓	Phone: 915-241-5100 HOME: 915-581-2663 WORK: 915-592-0321	Property ID# (One application per account) 391295 C801-999-0130-1900		
Address (mail refund to): 6015 Escondido Dr. El Paso TX 79912 ✓	Property Address: 6015 Escondido Dr. And/or El Paso, TX 79912 Legal Description: 13 Coronado Club Ests #2 Lot 10			
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:
1: 2023	Jan. 23, 2024	online	\$6,269.83	6,269.83 ✓
2:				
3:				
TOTAL AMOUNT (sum of the above amounts)				6,269.83

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

I paid Taxes twice

"I certify that information given to obtain this refund is true and correct."

Elsa Silva & Basilio A. Silva
Requestor signature:

Date: 1-30-2024

Elsa Silva & Basilio A. SILVA
Printed name:

Title: owner ✓

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec. 37.10 Penal Code) An application for a refund must be made within 3 years after
the date of the payment or the taxpayer waives the right to the refund [Sec. 31.11 (c)]

TAX OFFICE Entry:

(✓) REFUND APPROVED

Tax Office Approval:

N.H.
JMC 2/9/24

Date:

1-31-24 ✓

Date:

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
- () Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other:

OP
+2500

THE CITY OF EL PASO
CONSOLIDATED TAX OFFICE
221 N. Kansas, Suite 300
El Paso, Texas 79901
Phone (915) 212-0106, Fax (915) 212-0108

TAX OFFICE
RECEIVED

FEB 02 2024

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

F607-999-0240-0100

Refund To: Flomar Properties LLC	Phone: 915-701-1337 HOME WORK	Property ID# (One application per account) 76089
Address (mail refund to:) 1200 E. Yandell Drive, El Paso TX 79902	Property Address: 5129 Roger Maris Dr and/or Legal Description:	

Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:
1. 2023	1/29/2024		7194.24	3,597.12 ✓
2.				
3.				
TOTAL AMOUNT (sum of the above amounts)				

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR
bank statement showing item cleared (both the bank & taxpayer name must appear)

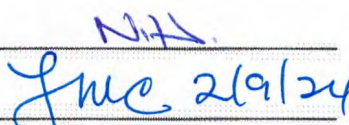
REASON FOR OVERPAYMENT: Double Payment on Tax

"I certify that information given to obtain this refund is true and correct."

Requestor signature:  **Date:** 2/2/2024
Printed name: Gabriel Warnock **Title:** Property Manager ✓

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after
the date of the payment or the taxpayer waives the right to the refund (Sec. 31.11 (c)).

TAX OFFICE Entry: (X) REFUND APPROVED

Tax Office Approval:  **Date:** 2-8-24 ✓
Date:

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender. () See below/attached.
- () Required documentation (Tax Receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other: _____

FEB 01 2024



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

Geo No. Prop ID
G128-000-0050-2600 652935

Legal Description of the Property
BLK 5 GARDEN PARK AT MISSION RIDGE #1
LOT 26

724 LYMINGTON RD 79928

OWNER: CARRILLO JORGE L

2023 OVERAGE AMOUNT \$32,510.60

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 15: EMERG SERVICES DIST #1, 39: PASEO DEL ESTE MUD #2

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient.

Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: Jorge L. Carrillo
Address: 724 Lymington Road
City, State, Zip: El Paso TX 79928

Daytime Phone No.: 915-779-3596

E-Mail Address: attorney.mckinley@elpaso.com

Step 2. Provide payment information.

Please attach copy of cancelled check, original receipt, online payment confirmation or bank credit card statement.

Payment made by: Check No. Date Paid Amount Paid

TOTAL AMOUNT PAID (sum of the above amounts)

Please check one of the following:

Step 3. Provide reason for this refund.

Please list any accounts and/or years that you intended to pay with this overage.

☐ I paid this account in error and I am entitled to the refund

☒ I overpaid this account. Please refund the excess to the address listed in Step 1.

☐ I want this payment applied to next year's taxes.

This payment should have been applied to other tax account(s) and/or year(s), describe (listed below):

Step 4. Sign the form.

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

Jorge L. Carrillo

2/1/2024

TAX OFFICE USE ONLY:

Approved

Denied

By

N/A

Date:

2-6-24

TAX OFFICE
RECEIVED

JAN 11 2024

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

ROBERTO RODRIGUEZ
14272 HUNTER CRK
EL PASO, TX 79938

Geo No. L478-999-0130-0200	Prop ID 258721
Legal Description of the Property 13 LOMA LINDA #3 LOT 2 (4510.75 SQ FT) 3604 ANGEL FACE ST	
OWNER: RODRIGUEZ ROBERT	

2023 OVERAGE AMOUNT \$5,316.30

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to?			
	Name: ROBERTO RODRIGUEZ			
	Address: 14272 HUNTER CRK			
	City, State, Zip: EL PASO, TX 79938			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915 496 7272		E-Mail Address: robrod14272@gmail.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Echeck	5687389	1-4-24	\$5,316.30
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	[Signature]		ROBERTO RODRIGUEZ. 8 JAN 24	
CITY TAX OFFICE JAN 31 2024 Received POP				
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: NA Date: 1-31-24				

OP + 2500 ✓

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

TAX OFFICE
RECEIVED

FEB 07 2024

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: Fred Loya Insurance Agency, Inc		Phone: HOME: WORK: (915) 629-5130		Property ID# (One application per account) 249618 <u>M473-999-0380-4900</u>	
Address (mail refund to :) 1800 Lee Trevino - El Paso, TX 79936		Property Address: And/or Legal Description: 416 E SAN ANTONIO AVE EL PASO, TX 79901			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2023	1/11/2024	942447 1/5/2024		\$13,420.97	\$13,420.97
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					\$13,420.97 ✓

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT: 2023 property taxes were paid in error.

Property was sold to Legate Co Texas LLC on 10/13/2022.

"I certify that information given to obtain this refund is true and correct."

Requestor signature:

Eric Sanchez

Printed name:

Date: 02/07/2024 ✓

Agent

Title:

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.

(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

(✓) REFUND APPROVED

Tax Office Approval:

Maria O. Pasillas

Date:

2/8/2024 ✓

JMC 2/9/24

Date:

(Placed on City Council Agenda over \$2,500)

() DISAPPROVED

() Returned to sender

() See below/attached

() Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.

() Record of overpayment not found on this property.

() Property not found as identified, resubmit after correction.

() Other:

Credit Card
OP
+2500

CITY TAX OFFICE

FEB 05 2024
7m

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: LOURDES DELGADILLO		Phone: HOME: WORK:		Property ID# (One application per account) 100211 M638-999-0070-1700	
Address (mail refund to :)		Property Address: And/or Legal Description: 2801 HAWICK			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2023	01/15/2024			\$5,599.90	\$5,599.90
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)				\$5,599.90	✓

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

DOUBLE PAYMENT

"I certify that information given to obtain this refund is true and correct."

Requestor signature:

Date:

Loz de Lourdes Miranda De Delgadillo Feb 25 '2024
Printed name: Title:

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

REFUND APPROVED

Tax Office Approval:

Date:

2-7-24

Date:

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
() Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
() Record of overpayment not found on this property.
() Property not found as identified, resubmit after correction.
() Other:



TAX OFFICE
RECEIVED

FEB 09 2024

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

ELIZABETH SALAS
11308 MENLO AVE
EL PASO, TX 79936

OP
+2500 ✓

Geo No. V893-999-5360-0800	Prop ID 103046
Legal Description of the Property 536 VISTA DEL SOL #126 LOT 8 (5968.50 SQ FT) 12246 RUSSOLO DR OWNER: SALAS CESAR A & ELIZABET S	

2023 OVERAGE AMOUNT \$4,347.05 ✓

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.


Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to: Name: <u>Elizabeth Salas</u> Address: <u>11308 Menlo Ave.</u> City, State, Zip: <u>El Paso TX 79936</u> Daytime Phone No.: <u>(915) 329-0995</u> E-Mail Address: <u>eliza.salas@gmail.com</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by: <u>E Check</u> Check No. <u>5885547</u> Date Paid <u>1-29-24</u> Amount Paid <u>\$4,347.05</u> <u>Ref# 5884773</u> TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following: <input type="checkbox"/> I paid this account in error and I am entitled to the refund. <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓ <input type="checkbox"/> I want this payment applied to next year's taxes. <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) SIGNATURE OF REQUESTOR (REQUIRED) <u>[Signature]</u> PRINTED NAME & DATE <u>Elizabeth Salas 2/5/2024</u>			
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H</u> Date: <u>2-9-24</u>				

ATTACHMENT B

TAX REFUNDS
February 27, 2024

1. El Paso Paper Box Inc, in the amount of \$3,621.13 made an overpayment on January 17, 2024 of 2023 taxes.
(Geo. #1995-999-1288-0034)
2. Arnaldo Gallardo, in the amount of \$5,117.53 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #A520-999-0570-1900)
3. Basilio & Elsa Silva, in the amount of \$6,269.83 made an overpayment on January 23, 2024 of 2023 taxes.
(Geo. #C801-999-0130-1900)
4. Flowar Properties LLC, in the amount of \$3,597.12 made an overpayment on January 29, 2024 of 2023 taxes.
(Geo. #F607-999-0240-0100)
5. Jorge L. Carrillo, in the amount of \$32,510.60 made an overpayment on November 7, 2023 of 2023 taxes.
(Geo. #G128-000-0050-2600)
6. Roberto Rodriguez, in the amount of \$5,316.60 made an overpayment on January 9, 2024 of 2023 taxes.
(Geo. #L478-999-0130-0200)
7. Fred Loya Insurance Agency, Inc., in the amount of \$13,420.97 made an overpayment on January 5, 2024 of 2023 taxes.
(Geo. #M473-999-0380-4900)
8. Lourdes Delgadillo, in the amount of \$5,599.90 made an overpayment on January 15, 2024 of 2023 taxes.
(Geo. #M638-999-0070-1700)
9. Elizabeth Salas, in the amount of \$4,347.05 made an overpayment on January 29, 2024 of 2023 taxes.
(Geo. #V893-999-5360-0800)

Laura D. Prine
City Clerk

 for Maria O. Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-306, 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, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

For notation only, the P-Card Transactions for the period of December 21, 2023- January 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

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

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

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

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: N/A

SUBJECT: For notation only, the P-Card Transactions for the period of December 21, 2023- January 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

BACKGROUND / DISCUSSION:

Per FY 2024 Budget Resolution All PCard transactions will be posted monthly to the City Council Agenda for notation and to the City's website to include the Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff expenditures under this section shall adhere with all relevant city and state laws and policies.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

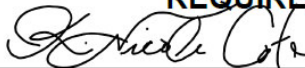
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD:



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

**Mayor and Council
P-Card Transactions**

12/21/2023 - 01/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY ATTORNEY	Garcia Sandra	The Hanover Insu Ce Gro	01/16/2024	\$ 478.00	Workers Comp insurance policy for employee working outside of the State of Texas.
CITY ATTORNEY	Garcia Sandra	Fsp*state Bar Of New Mexi	01/02/2024	\$ 453.20	State Bar of Mexico Membership renewal for Carlos Gomez Baca
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/18/2024	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/17/2024	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/17/2024	\$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/16/2024	\$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/16/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/12/2024	\$ 7.50	Fee for uploading document to the AG Portal
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/11/2024	\$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Scott Belinda	The Westin Dallas Park C	01/10/2024	\$ 774.39	Hotel Stay while attending Employment Law CLE
CITY ATTORNEY	Scott Belinda	Southwes	01/03/2024	\$ 493.97	Purchase Airfare to Dallas to attend Employment Law CLE
CITY ATTORNEY	Scott Belinda	State Bar Tx-Cle Web	01/04/2024	\$ 347.50	Fee for Employment Law CLE.
CITY ATTORNEY	Scott Belinda	State Bar Tx-Cle Web	01/04/2024	\$ 125.00	Fee for Employment Law CLE
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/03/2024	\$ 7.50	Fee for uploading document to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/02/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	12/20/2023	\$ 7.50	Fee for uploading request to the Attorney General.
CITY MANAGER	Argumedo Angel	Southwes	01/02/2024	\$ 370.76	Meeting with Space Force regarding economic development opportunities
CITY MANAGER	Argumedo Angel	Southwes	01/02/2024	\$ 357.77	Meeting with Space Force regarding economic development opportunities

1. Reimbursed/refunded
2. Early bird charge was reimbursed
3. Purchase was reimbursed

**Mayor and Council
P-Card Transactions**

12/21/2023 - 01/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Cepeda Diana	Eventbrite.Com Org Fee	01/16/2024	\$ 29.00	Eventbrite monthly fee to do online reservations for Streetcar events.
CITY MANAGER	Cepeda Diana	Facebk Y3rz2y7ln2	01/07/2024	\$ 161.76	WinterFest social media posts boosts
CITY MANAGER	Cepeda Diana	Facebk Kele2xkln2	12/24/2023	\$ 250.00	WinterFest social media posts boosts
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	01/19/2024	\$ 11.20	Captions and subtitles for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	01/19/2024	\$ 16.80	Captions and subtitles for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	01/19/2024	\$ 45.00	Captions and subtitles for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Avx	01/16/2024	\$ 14.77	City TV control room equipment to address power outage repairs.
CITY MANAGER	Cruz-Acosta Laura	Avx	01/16/2024	\$ 206.36	City Hall experienced a power outage resulting in TV equipment failures. City TV staff had to buy 3 Ether to HDMI converter boxes to ensure boards and commission meetings were able to continue.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	01/12/2024	\$ 28.40	Captions and subtitles for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	01/12/2024	\$ 25.00	Captions and subtitles for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Eig	01/07/2024	\$ 582.00	An electronic newsletter for community outreach and to share City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	01/05/2024	\$ 30.00	Captions and subtitles for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	01/05/2024	\$ 21.30	Captions and subtitles for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/26/2023	\$ 35.00	Captions and subtitles for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/22/2023	\$ 30.00	Captions and subtitles for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/22/2023	\$ 10.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/22/2023	\$ 15.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/22/2023	\$ 28.40	Closed captioning for City TV programming.

1. Reimbursed/refunded
2. Early bird charge was reimbursed
3. Purchase was reimbursed

**Mayor and Council
P-Card Transactions**

12/21/2023 - 01/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Cruz-Acosta Laura	Raising Canes 0299	12/19/2023	\$ 409.09	Working lunch for all communications staff across the City.
CITY MANAGER	Esquivel Luz	Hobby Lobby #722	01/19/2024	\$ 83.20	Framed a photo of the Council Representatives to be displayed at City Hall 2nd Floor
CITY MANAGER	Esquivel Luz	Bron Tapes	01/20/2024	\$ 387.20	This purchase is a replacement for the wrong tape received. A credit will be issued as soon as the the company receives the tape. The tape has been returned. Credit will be issued within 2 weeks.
CITY MANAGER	Esquivel Luz	Walgreens #3236	01/09/2024	\$ 12.99	Printed photos of the Council Representatives to be displayed at City Hall 2nd Floor
CITY MANAGER	Esquivel Luz	Bron Tapes	01/04/2024	\$ 771.81	Purchase industrial tape for covering up cables City TV uses
CITY MANAGER	Esquivel Luz	In *ana M Arzola	12/20/2023	\$ 596.00	To purchase item for City of EL Paso Holiday Luncheon
CITY MANAGER	Isaias Ricardo	Apple.Com/Bill	01/18/2024	\$ 9.99	Extra storage for videos and photos for City iPhone. Storage is need to maintain photos and videos of City events archived for future use for CITY TV use.
CITY MANAGER	Isaias Ricardo	Audible	01/10/2024	\$ 16.18	This charge has been disputed, purchase was not made.
CITY MANAGER	Jerome Tracey	Apple.Com/Bill	01/17/2024	\$ 0.99	iPhone storage monthly fee
CITY MANAGER	Jerome Tracey	Leadership Women	01/09/2024	\$ 55.00	Leadership Texas Application Fee for professional development
CITY MANAGER	Lozano Martha	Southwes	01/08/2024	\$ 629.96	National Youth Employment Coalition 2024 Annual Forum March 4-6, 2024Ms. Mack would like to represent the City's new project by co-leading the discussion with the NLC.
CITY MANAGER	Monsivais Rosa Maria	Podium Finish Sport Bouti	01/10/2024	\$ 37.98	Working Lunch- Dept Head Beginning of Year Summit - Lunch purchased for staff with dietary restrictions
CITY MANAGER	Monsivais Rosa Maria	Southwes	01/02/2024	\$ 370.76	Airline pourchase for ICM Westin to Colorado Springs- for Space Force meetings
CITY MANAGER	Palacios Soraya Ayub	Sq *the Photo Station & M	12/21/2023	\$ 700.00	Purchase item for City of El Paso Holiday Luncheon
CITY MANAGER	Sepulveda Denise	Survey Methods Llc	01/13/2024	\$ 441.00	survey methods data tool for City wide depts.
DISTRICT 02 ¹	Annello Alexsandra	El Paso Times	01/14/2024	\$ 62.90	Subscription fee for the El Paso Times.
DISTRICT 03	Hernandez Cassandra	Canva* I04030-33283111	01/14/2024	\$ 12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 03	Hernandez Cassandra	Eig	01/05/2024	\$ 52.00	Monthly charge for email distribution service for D3 office newsletter.

1. Reimbursed/refunded
2. Early bird charge was reimbursed
3. Purchase was reimbursed

**Mayor and Council
P-Card Transactions**

12/21/2023 - 01/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 03	Hernandez Cassandra	Zoom.Us 888-799-9666	12/29/2023	\$ 15.99	Monthly charge for video conference service for D3 virtual meetings.
DISTRICT 03	Hernandez Cassandra	Walmart.Com	12/21/2023	\$ 199.08	Paid with donated funds; acceptance of funds approved by Council on 10.10.23. - Canned goods and hygiene products for the EP Veteran Riders Assoc's annual food drive for veterans in Dec 2023.
DISTRICT 04	Ruiz-Alba Stephanie	Southwes	12/19/2023	\$ 227.79	Representative Molinar will be attending the TML Conference at Austin, Texas on February 2024.
DISTRICT 04 ²	Ruiz-Alba Stephanie	Swa*earlybrd	12/19/2023	\$ 15.00	Representative Molinar will be attending the TML Conference at Austin, Texas on February 2024.
DISTRICT 04 ²	Ruiz-Alba Stephanie	Swa*earlybrd	12/19/2023	\$ 15.00	Representative Molinar will be attending the TML Conference at Austin, Texas on February 2024.
DISTRICT 05	Nino Ivan	Canva* I04036-47320054	01/20/2024	\$ 12.95	JAN SUBSCRIPTION FOR CANVA FOR OFFICE OUTREACH/DESIGN.
DISTRICT 05	Nino Ivan	Zoom.Us 888-799-9666	01/09/2024	\$ 15.99	ZOOM SUBSCRIPTION FOR OFFICE USE/MEETINGS.
DISTRICT 05	Nino Ivan	Mailchimp	01/06/2024	\$ 13.00	MAILCHIMP SUBSCRIPTION FOR CONSTITUENT OUTREACH/NEWSLETTER.
DISTRICT 05	Nino Ivan	Canva* I04005-70993680	12/20/2023	\$ 12.95	CANVA DESIGN - OUTREACH FOR DISTRICT OFFICE
DISTRICT 06	Maldonado Mariaelena	El Paso Times	12/23/2023	\$ 11.99	Newspaper subscription
DISTRICT 07	Jimenez Camilo	Hobby Lobby #722	01/02/2024	\$ 9.98	Frames for a proclamation in honor of the EPPD K9 Unit on the Council meeting of 01/03/2024
DISTRICT 07	Jimenez Camilo	Eig	01/01/2024	\$ 91.00	Newsletter service to mass communicate with the Representative's constituents
DISTRICT 07	Jimenez Camilo	Sams Club #8280	12/28/2023	\$ 86.17	Cupcakes for the pavo real senior center monthly birthdays
DISTRICT 07	Jimenez Camilo	Canva* I04013-5004491	12/28/2023	\$ 119.99	Graphic design service for flyers and D7 promotional material.
DISTRICT 08	Canales Jorge	Wm Supercenter #7229	01/13/2024	\$ 29.38	Whipped cream for shelter dogs being walked by volunteers during rescue runners tabling event downtown.
DISTRICT 08	Canales Jorge	Dunkin #355708	01/14/2024	\$ 39.48	Coffee for community volunteers during rescue runners tabling.
DISTRICT 08	Rodriguez Alma	El Paso Times	01/09/2024	\$ 1.05	Office El Paso Times newspaper subscription.
DISTRICT 08	Rodriguez Alma	Economy Cash And Carry In	12/26/2023	\$ 130.71	Holiday posada with South Side Neighborhood Association.

1. Reimbursed/refunded
2. Early bird charge was reimbursed
3. Purchase was reimbursed

**Mayor and Council
P-Card Transactions**

12/21/2023 - 01/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 08	Rodriguez Alma	Economy Cash And Carry In	12/26/2023	\$ 42.66	Holiday posada with South Side Neighborhood Association.
DISTRICT 08	Rodriguez Alma	Food King #68	12/26/2023	\$ 43.20	Holiday posada with South Side Neighborhood Association.
MAYORS OFFICE ³	Escobar Estrella	Sq *d Embroidery & Screen	11/29/2023	\$ 74.67	Office vest for Mayoral staff - tax amount of \$5.69 was reimbursed to City (receipt attached).
MAYORS OFFICE	Escobar Estrella	Southwes	01/02/2024	\$ 5.60	Unauthorized transaction, disputed with Wells Fargo regarding the charge.
MAYORS OFFICE	Mendoza Irma	Primo Water	01/18/2024	\$ 51.45	Charge is for bottled water for the office.
MAYORS OFFICE	Mendoza Irma	Primo Water	01/04/2024	\$ 42.19	Charge is for bottled water for the office.
MAYORS OFFICE	Mendoza Irma	Sq *meza Trophies & Plaqu	01/03/2024	\$ 90.60	Mayor's Distinguished Award was ordered for Bruce Reichman. Award was presented by Mayor Oscar Leeser at the City Council meeting of January 3, 2024.
MAYORS OFFICE	Mendoza Irma	Sq *big Media	01/03/2024	\$ 120.00	Business cards for Mayor Oscar Leeser.
MAYORS OFFICE	Mendoza Irma	Primo Water	12/30/2023	\$ 9.26	Charge is for the water dispenser rental fee plus credit card surcharge.
MAYORS OFFICE	Mendoza Irma	Primo Water	12/21/2023	\$ 82.83	Charge is for bottled water and credit card surcharge.
MAYORS OFFICE	Mendoza Irma	Sq *meza Trophies & Plaqu	12/20/2023	\$ 90.60	Mayor's Distinguished Award for State Representative Mary E. Gonzalez. Award was presented by Mayor Oscar Leeser at the City Council meeting on November 21, 2023.

1. Reimbursed/refunded
2. Early bird charge was reimbursed
3. Purchase was reimbursed



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-294, 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 JP & Mary Jon Bryan.



Legislation Text

File #: 24-280, 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, K. Nicole Cote, (915) 212-0043

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:

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Traffic Logix Corporation, referencing Contract 2021-0039 Speed Cushions. This will be a change order to increase the award by \$103,200.00 for a total amount not to exceed \$1,121,574.99.

Department:	Streets & Maintenance
Award to:	Traffic Logix Corporation
City & State:	Spring Valley, NY
Current Contract Estimated Amount:	\$1,018,374.99
Change Order Award:	\$103,200.00
Total estimated Amount not to Exceed:	\$1,121,574.99
Account(s):	532-1000-522270-32020-P3250
Funding Source(s):	General Funding
District(s):	All

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000
K. Nicole Cote, Managing Director of Purchasing & Strategic Sourcing, (915) 212-0043

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:

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Traffic Logix Corporation, referencing Contract 2021-0039 Speed Cushions. This will be a change order to increase the award by \$103,200.00 for a total amount not to exceed \$1,121,574.99

BACKGROUND / DISCUSSION:

There is an existing contract that is used to purchase speed cushions that are installed and maintained Citywide, by the Streets and Maintenance Department, in accordance with the Neighborhood Traffic Management Program (NTMP) which is designed to reduce speeding and shortcutting through residential neighborhoods. The speed cushions are used for new installations and are purchased in sets of 8 however individual sections of the overall set eventually experience damages or more wear and tear than others and have to be replaced. This change order will allow for the purchase of individual pieces rather than having to purchase an entire set.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On January 5, 2021, City Council approved the award of contract 2021-0039 to Traffic Logix Corporation, for an initial term of three (3) years for an estimated total amount of \$581,025.00 and one (1) term option to extend for 100% of the original contract quantities for two (2) years. 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 \$968,375.00

AMOUNT AND SOURCE OF FUNDING:

Amount: \$103,200.00

Funding Source: Public Access -- Maintenance Contracts

Account: 532-1000-522270-32020-P3250

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Street and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Richard J. Bristol Streets and Maintenance Director

Project Form
(Change Order)

Please place the following item on the **Consent Agenda** for the City Council of **February 27, 2024.**

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:

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Traffic Logix Corporation, referencing Contract 2021-0039 Speed Cushions. This will be a change order to increase the award by \$103,200.00 for a total amount not to exceed \$1,121,574.99.

Department:	Streets & Maintenance
Award to:	Traffic Logix Corporation
City & State:	Spring Valley, NY
Current Contract Estimated Amount:	\$1,018,374.99
Change Order Award:	\$103,200.00
Total estimated Amount not to Exceed:	\$1,121,574.99
Account(s):	532-1000-522270-32020-P3250
Funding Source(s):	General Funding
District(s):	All



Legislation Text

File #: 24-279, 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, K. Nicole Cote, (915) 212-1092

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

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: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

Award Summary:

The award of Solicitation 2024-0059 Cat Litter Trays and Pet Carriers to C. Specialties, Inc. for an initial term of three (3) years for an estimated amount of \$ 212,400.00. This contract will allow the Animal Services department to purchase cat litter trays and pet carriers to newly adopted shelter pets.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$21,057.00 annually, which represents a 42.33% increase due to the increase of quantity in product under this contract.

Department:	Animal Services
Award to:	C. Specialties, Inc.
City & State:	Indianapolis, IN 46268
Item(s):	All
Term:	3 Years
Annual Estimated Award:	\$70,800.00
Total Estimated Award	\$212,400.00
Account(s)	225 - 2580 - 25110 - 531100
Funding Source(s):	Animal Services Fund
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Animal Services Departments recommend award as indicated to C. Specialties, Inc. 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.

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Terry K. Kebschull, Animal Services Director (915) 212-8742
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:

The award of solicitation No. 2024-0059 Cat Litter Trays and Pet Carriers to C. Specialties, Inc. for a term of three (3) years for an estimated amount of \$212,400.00. This contract will allow the Animal Services department to purchase cat litter trays and pet carriers to newly adopted shelter pets.

BACKGROUND / DISCUSSION:

Animal Services uses the disposable cat litter trays to help keep disease spreading to other cats and it is in the El Paso Animal Shelter's policy for every animal to leave either on a leash or pet carrier.

SELECTION SUMMARY:

Solicitation was advertised on November 21, 2023 and November 28, 2023. The solicitation was posted on City website on November 21, 2023. There were a total thirteen (13) viewers online; three (3) bids were received; one (1) from local supplier.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$21,057.00 annually, which represents a 42.33% increase due to the increase of quantity in product under this contract.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$212,400.00

Funding Source: Animal Services Fund

Account: 225-2580-25110-531100

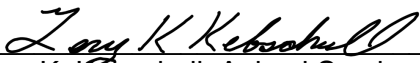
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Animal Services

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Terry K. Kebschull, Animal Services Director

Project Form
Low Bid

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

Please place the following item on the Consent Agenda for the City Council of February 27, 2024.

Strategic Goal 8 - Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

Award Summary:

The award of solicitation 2024-0059 Cat Litter Trays and Pet Carriers to C. Specialties, Inc. for an initial term of three (3) years for an estimated amount of \$ 212,400.00. This contract will allow the Animal Services department to purchase cat litter trays and pet carriers to newly adopted shelter pets.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$21,057.00 annually, which represents a 42.33% increase due to the increase of quantity in product under this contract.

Department:	Animal Services
Award to:	C. Specialties, Inc.
City & State:	Indianapolis, IN 46268
Item(s):	All
Term:	3 Years
Annual Estimated Award:	\$70,800.00
Total Estimated Award	\$212,400.00
Account(s)	225 – 2580 – 25110 – 531100
Funding Source(s):	Animal Services Fund
District(s):	All

This was a Low Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing Department and Animal Services Departments recommend award as indicated to C. Specialties, Inc. 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.



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Cat Litter Trays and Pet Carriers											BID NO: 2024-0059	
BID DATE: December 20, 2023											DEPARTMENT: Animal Services	
				C. SPECIALTIES, INC. Indianapolis, IN			CAMPBELL PET COMPANY Brush Prairie, WA			LANGSTON NEWSOME dba MISSIS AND ME LLC. El Paso, TX		
Item No.	Description	Unit of Measure	Approximate / Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Mini Cart Disposable Litter trays (11"L x 8"W x2"D) White laminated interior 100/case	Each	1000	\$45.60	\$ 45,600.00	\$ 136,800.00	\$0.00	\$ -	\$ -	\$0.70	\$ 700.00	\$ 2,100.00
2	Pet Waggin (one piece) cardboard Pet Carrier (17.25" x 8.5" x 12")	Each	8000	\$3.15	\$ 25,200.00	\$ 75,600.00	\$7.81	\$ 62,480.00	\$ 187,440.00	\$9.00	\$ 72,000.00	\$ 216,000.00
3	Shipping	Each	8	\$0.00	\$ -	\$ -	\$0.00	\$ -	\$ -	\$80.00	\$ 640.00	\$ 1,920.00
Total					\$ 70,800.00	\$ 212,400.00		\$ 62,480.00	\$ 187,440.00		\$ 73,340.00	\$ 220,020.00
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>												
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				<input type="text"/>			<input type="text"/>			<input type="text"/>		
NO OPTION OFFERED				<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			<input type="text"/>		
AMENDMENTS ACKNOWLEDGED:				YES			YES			YES		
BIDS SOLICITED: 309 LOCAL BIDS SOLICITED: 153 BIDS RECEIVED: 3 LOCAL BIDS RECEIVED: 1 NO BID: 3												
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.												

2024-0059 Cat Litter Trays and Pet Carriers

<u>Participant Name</u>	<u>Response Status</u>	<u>City</u>	<u>State</u>
1 Mlssis & Me	Submitted	El Paso	TX
2 Campbell Pet Company	Submitted	Vancouver	WA
3 C. SPECIALTIES INC.	Submitted	Indianapolis	IN
4 Hypertec USA Inc, (Hypertec D	No Bid	tempe	AZ
5 Paso-Tex Industries LLC	No Bid	El Paso	TX
6 OVOL USA (Western BRW-Bo	No Bid	Dallas	TX
7 LD Products, Inc.	No Bid	Dallas	TX
8 AGAS MFG Inc.	Viewed	Philadelphia	PA
9 HI-Q Environmental Products C	Viewed	San Diego	CA
10 North America Procurement C	Viewed	Grand Junction	CO
11 Octavias Group LLC (Paris O.	Viewed	El Paso	TX
12 Promo Solutions	Viewed	Frisco	TX
13 Starbucks4321	Viewed	El Paso	TX



Legislation Text

File #: 24-320, 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

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution that City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of the Ponder Park, located at 7500 W. H. Burges Dr, El Paso, TX 79925, within the City of El Paso, El Paso County, Texas, as "James "Jim" Crouch Park".

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 2.27.24

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~ 915.212.0003

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL

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

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Approve a resolution that City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of the Ponder Park, located at 7500 W. H. Burges Dr, El Paso, TX 79925, within the City of El Paso, El Paso County, Texas, as "James "Jimmy" Crouch Park".

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?

James Crouch, lived a remarkable 90 years and garnered recognition from both the U.S. Army and the El Paso athletic community. A multifaceted individual, he excelled as a referee, a standout in softball, a highly decorated soldier, and achieved the prestigious honor of becoming the highest-ranking African-American civilian employee in Fort Bliss's history upon his retirement in 2010. He retired as a Chief Warrant Officer 4 after three decades of distinguished service in the Army and then continued working as a civilian employee for 32 years.

James Crouch made substantial contributions to the world of sports as a member of the International Softball Congress Fast Pitch teams from El Paso in 1961 and 1962 that won back to back championships. Which later earned him an induction into the El Paso Softball Hall of Fame as a player in 2015. His mentoring to younger officials, compassion for students and numerous honors from the Texas Association of Sports Officials allowed to induct into the El Paso Athletic Hall of Fame as a referee in 2006. His role as an official encompassed over 14,000 volleyball and basketball games at the high school level, for the city's Parks and Recreation Department, and within Fort Bliss tournaments.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, there have been previous City facility and park renaming after outstanding individuals in the community.

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?

The Applicant shall incur the customary costs associated with the renaming of the park, such as installing or replacing signs with the park name or any other signs posted or affixed to a facility.

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

RESOLUTION

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

THAT City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of the Ponder Park, located at 7500 W. H. Burges Dr, El Paso, TX 79925, within the City of El Paso, El Paso County, Texas, as “James “Jimmy” Crouch Park”; and

THAT Lillian W. Crouch, (“Applicant”) shall incur the customary costs associated with the renaming of the park, such as installing or replacing signs with the park name or any other signs posted or affixed to a facility. Any proposed signs shall be reviewed and agreed upon by both the Parks and Recreation Department and Applicant, District 3.

PASSED AND APPROVED this _____ day of _____, 2024.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:





Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Pablo Caballero, Interim Director
Parks and Recreation

(Exhibit “A” on the following page)

	City of El Paso PARK NAMING/CHANGING Application	
Applicant information		
Please print or type the information in black ink		
Applicant Name: <u>Lillian W. Crouch</u>		
Mailing Address: <u>[REDACTED]</u>		City: <u>El Paso</u> Zip: <u>79902</u>
Home Phone: <u>[REDACTED]</u>		Work Phone: _____ Cell Phone: _____
Email Address: <u>[REDACTED]</u>		
Organization: _____		<input type="checkbox"/> Non-Profit
Proposed Name / Change		
Park/Facility Location/Address: <u>7500 W H Burges Dr, El Paso, TX 79925</u>		
Current name of Park or Facility: <u>Ponder Park</u>		<input type="checkbox"/> Not Applicable
Suggested Name: <u>James "Jimmy" Crouch Park</u>		
Category:		
<input checked="" type="checkbox"/> Outstanding Individual(s) <i>Acknowledges the sustained contribution that has been made by such individual(s) to the City of El Paso and/or the development and management of the City's park and recreation system.</i>		
<input type="checkbox"/> Common usage identifying the Neighborhood <i>Acknowledges the geographic location or common name that gives a particular identity to a neighborhood.</i>		
<input type="checkbox"/> Historical Event, Person, Place <i>Preserves and honors the history of El Paso, its founders, other historical figures or local landmarks.</i>		
<input type="checkbox"/> Natural or Geographical Feature to the area <i>Acknowledges a prominent or unique natural or geological feature in the surrounding area.</i>		
<input type="checkbox"/> Benefit/Organization Acknowledgement <i>Major gift, acknowledges the significant benefit of a donation</i>		
<input type="checkbox"/> Other <i>Describe:</i> _____ _____		
PLEASE DO NOT WRITE IN THIS AREA PARKS AND RECREATION STAFF ONLY		Date Received at PARD Admin: _____ Date District Rep. Notified: _____ Date of Committee Meeting: _____ Date of PRAB Meeting: _____ Date of City Council Meeting: _____



PARK NAMING/CHANGING



Supporting Documentation

Suggested Name: James"Jimmy" Crouch Park

Please provide a written narrative that supports the nomination for consideration. If proposing to name a park or facility after an outstanding person, a biography must also be attached and include material that identifies the individual's significance and notable reputation in the City of El Paso.

James Crouch, who lived a remarkable 90 years, garnered recognition from both the U.S. Army and the El Paso athletic community for his unwavering dedication. He etched his legacy as a multifaceted individual, excelling as a referee, a standout in softball, a highly decorated soldier, and achieving the prestigious honor of becoming the highest-ranking African-American civilian employee in Fort Bliss's history upon his retirement in 2010. Retiring as a Chief Warrant Officer 4 after three decades of distinguished service in the Army, James continued his journey as a civilian employee for 32 years.

Beyond the accolades and achievements that adorned his life, James Crouch emerged as a guiding light for numerous young minds in El Paso. He made substantial contributions to the world of sports as a member of the International Softball Congress Fast Pitch teams from El Paso in 1961 and 1962 that won back to back championships. Which later earned him an induction into the El Paso Softball Hall of Fame as a player in 2015.

His mentoring to younger officials, compassion for students and numerous honors from the Texas Association of Sports Officials allowed to induct into the El Paso Athletic Hall of Fame as a referee in 2006. His role as an official encompassed over 14,000 volleyball and basketball games at the high school level, for the city's Parks and Recreation Department, and within Fort Bliss tournaments.

He embodied the values of respect, truth, and love, offering reassurance to coaches and players whenever he walked onto the court or field. James Crouch's legacy will forever endure, his impact imprinted on the El Paso community and the world of sports.

Attach additional pages if needed. Supporting documentation is encouraged for all applications to help justify why this name should be chosen.

Suggested Name: James "Jimmy" Crouch Park

List eligible members of the public who support the nomination:

Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park facility.

	Name	Address	Phone Number	Signature
X	Isabel Vigil	[REDACTED]	[REDACTED]	[REDACTED]
X	Ramon Molina	[REDACTED]	[REDACTED]	[REDACTED]
X	Heather Chick-Cuellar	[REDACTED]	[REDACTED]	[REDACTED]
X	Alex Cuellar	[REDACTED]	[REDACTED]	[REDACTED]
X	EMMA Acosta	[REDACTED]	[REDACTED]	[REDACTED]
X	Ismael Encarnacion	[REDACTED]	[REDACTED]	[REDACTED]
X	Enriqueta G. Fierro	[REDACTED]	[REDACTED]	[REDACTED]
X	Pat Bradley	[REDACTED]	[REDACTED]	[REDACTED]
X	Debbie Bradley	[REDACTED]	[REDACTED]	[REDACTED]
X	Virginia A. Gentry	[REDACTED]	[REDACTED]	[REDACTED]
X	Ruby Mares	[REDACTED]	[REDACTED]	[REDACTED]
X	Yosmie Martin	[REDACTED]	[REDACTED]	[REDACTED]



PARK NAMING/CHANGING FORM

Citizen Support



Suggested Name: James "Jimmy" Crouch Park

List eligible members of the public who support the nomination:

Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park/facility.

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Name	Address	Phone Number	Signature
MANUEL CHAVIRA	[REDACTED]		[Signature]
MARCUS CARRILLO	[REDACTED]		[Signature]
Lupe Macias	[REDACTED]		[Signature]
Andrew Macias	[REDACTED]		
Betha Adamian	[REDACTED]		[Signature]
JOSE RAMOS	[REDACTED]		[Signature]



PARK NAMING/CHANGING FORM

Citizen Support



Suggested Name: James "Jimmy" Crouch Park

List eligible members of the public who support the nomination:

Include name, address, telephone number and signature of fifty (50) individuals ages 18 years or older who live within a mile radius of the park facility.

	Name	Address	Phone Number	Signature
5	Martha De Santiago			Martha De Santiago
6	Bertha Montoya			Bertha Montoya
X	John B Banks			John B Banks
7	Retha Banks			Retha Banks
8	Sergio Cantor			Sergio Cantor
9	ROBERTO RAMOS			Roberto Ramos
10	Jessica Chuliles			Jessica Chuliles
11	Claudia Martinez			Claudia Martinez
12	Robert Martinez			Robert Martinez
13	Ramona Perez			Ramona Perez
14	Naomi Cardenas			Naomi Cardenas
15	MARGARET SCHAFER			Margaret Schaffer
16	Chris Morris			Chris Morris
17	Sergio Michel			Sergio Michel
X	ANTONIO LOPEZ			Antonio Lopez
18	Wanda			Wanda
19	Danny Avila			Danny Avila
20	Alpine Ricci			Alpine Ricci



PARK NAMING/CHANGING FORM

Citizen Support



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Suggested Name: James "Jimmy" Crouch Park

List eligible members of the public who support the nomination:

Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park facility.

Name	Address	Phone Number	Signature
James Crouch	[Redacted]	[Redacted]	James Crouch
James Shuckey	[Redacted]	[Redacted]	James Shuckey
Roselio Gonzalez	[Redacted]	[Redacted]	Roselio Gonzalez
Paulo Andre	[Redacted]	[Redacted]	Paulo Andre
Frank Espino	[Redacted]	[Redacted]	Frank Espino
Jason Alvarez	[Redacted]	[Redacted]	Jason Alvarez
Jeremy Jackson	[Redacted]	[Redacted]	Jeremy Jackson
Joshua White	[Redacted]	[Redacted]	Joshua White
Robert Almanzan	[Redacted]	[Redacted]	Robert Almanzan
John Moeller	[Redacted]	[Redacted]	John Moeller
Jim	[Redacted]	[Redacted]	Jim
Ben Moore	[Redacted]	[Redacted]	Ben Moore



PARK NAMING/CHANGING FORM

Citizen Support



Suggested Name: James "Jimmy" Crouch Park

List eligible members of the public who support the nomination:

Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park/facility.

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Name	Address	Phone Number	Signature
Deanna Maldonado - Rocha	[REDACTED]	[REDACTED]	[Signature]
Joh E Rosio Saldaña	[REDACTED]	[REDACTED]	[Signature]
Sarah Hernandez	[REDACTED]	[REDACTED]	[Signature]
Karen M. Roberts	[REDACTED]	[REDACTED]	[Signature]
Cecilia Cisneros	[REDACTED]	[REDACTED]	[Signature]
Albert Yacini	[REDACTED]	[REDACTED]	[Signature]
Michael Bau	[REDACTED]	[REDACTED]	[Signature]
Betty Keegan	[REDACTED]	[REDACTED]	[Signature]
Adam Butte	[REDACTED]	[REDACTED]	[Signature]
Heura Hara	[REDACTED]	[REDACTED]	[Signature]
Roberto Perez	[REDACTED]	[REDACTED]	[Signature]
BARBACA BANUELOS	[REDACTED]	[REDACTED]	[Signature]
Dylan Reza	[REDACTED]	[REDACTED]	[Signature]
Scott Wegleitner	[REDACTED]	[REDACTED]	[Signature]
Ellie Piscarcik	[REDACTED]	[REDACTED]	[Signature]
Ron Lambert	[REDACTED]	[REDACTED]	[Signature]
Joyce Paxan	[REDACTED]	[REDACTED]	[Signature]
Cassandra Phillips	[REDACTED]	[REDACTED]	[Signature]



PARK NAMING/CHANGING FORM

Citizen Support



Suggested Name: James "Jimmy" Crouch

List eligible members of the public who support the nomination:

Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park facility.

Name	Address	Phone Number	Signature
Carolina Benetiz			Carolina Benetiz
Eric Corrello			Eric Corrello
Hugo Vasquez			Hugo Vasquez
Debbie Bradley			Debbie Bradley
Virginia S. Ahly			Virginia S. Ahly
Pat Bradley			Pat Bradley
James Crouch			James Crouch
Adrian Crouch			Adrian Crouch
Gerardo Lopez			Gerardo Lopez
Robert Preston			Robert Preston
Ilana Gomez			Ilana Gomez
Kenneth S. Bonschen			Kenneth S. Bonschen
Margot Aquino			Margot Aquino
Elizabeth Freeman			Elizabeth Freeman

repeats
from pg 3

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PARK NAMING/CHANGING FORM

Citizen Support



Texas Resolution: Recognizing Retirement, Military Service, and Career in Air Defense Industry

By: Chavez

H.R. No. 2371

R E S O L U T I O N

1 WHEREAS, James J. Crouch of El Paso is retiring in January
2 2010, drawing to a close an outstanding career in the air defense
3 industry that has spanned more than six decades; and

4 WHEREAS, Mr. Crouch studied at Howard University, and after
5 completing basic training for the United States Army, he was
6 stationed at Fort Sill in Oklahoma in 1945; on conclusion of his
7 service in the Korean War, he began studying missile systems; and

8 WHEREAS, In the 1950s, when Mr. Crouch became involved in air
9 defense artillery, the field was one of the most technical and
10 cutting-edge branches of the military, and the first missiles had
11 just been deployed to counter the threat of jet fighters and
12 bombers; Mr. Crouch seized the opportunity to learn all he could
13 about this new industry, taking courses on the Ajax missile, the
14 Nike Hercules system, and the Hawk missile system, and he went on to
15 serve as an instructor; he also worked on crews in Germany and
16 Florida, where he tracked aircraft en route from Cuba, before
17 retiring in 1974 as ADA chief warrant officer 4 and accepting a
18 civilian position as a software programmer; and

19 WHEREAS, Later returning to the military sector, Mr. Crouch
20 has served as the deputy director of training instruction for the
21 Air Defense Artillery Center and School at Fort Bliss since 1991; he
22 has been named among the "front four" individuals in the nation's
23 air defense artillery branch, and he received a special tribute in
24 2009 from Major General Howard Bromberg, the Fort Bliss commander;

1 and

2 WHEREAS, Over the course of 64 years in air defense as both a
3 soldier and a civilian, James Crouch has distinguished himself with
4 the utmost dedication and perseverance, and he may indeed reflect
5 with great pride on his many notable achievements and
6 contributions; now, therefore, be it

7 RESOLVED, That the House of Representatives of the 81st Texas
8 Legislature hereby honor James J. Crouch on his exemplary service
9 to his country and to the air defense industry and extend to him
10 sincere best wishes for continued success and happiness; and, be it
11 further

12 RESOLVED, That an official copy of this resolution be
13 prepared for Mr. Crouch as an expression of high regard by the Texas
14 House of Representatives.

Endowments, Trusts, & Memorial Funds

The University of Texas at El Paso is indebted to the generosity of private citizens for many fine endowments, trusts, and memorial funds. These permanent funds, invested under trusteeship of the Regents of The University of Texas System or held by other trustees, provide scholarships, purchase library books, underwrite important research, and in many ways enrich the educational experience. The University makes grateful acknowledgment for the following permanent funds:

FREDERICK JAMES CROUCH MEMORIAL SCHOLARSHIP FUND

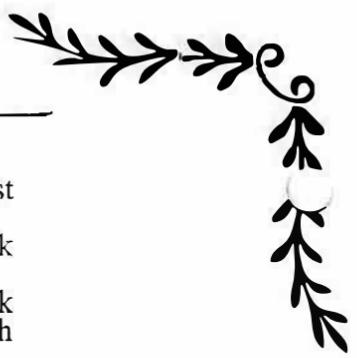
--Established in 1988 by Mr. and Mrs. James J. Crouch, in memory of their son, Frederick James Crouch. Frederick Crouch graduated with honors from Burges High School in 1974 and died prematurely in 1985. Income from this endowment will be to award scholarships to outstanding students from Burgess High School, El Paso, Texas, who have also participated in sports and who are U.S. citizens or permanent residents. Both Mr. and Mrs. Crouch are graduates of The University of Texas at El Paso.



**Tomás Rivera Center
University of Texas at El Paso
Wednesday, May 3rd, 2006**



**Program for the Price's 2006
El Paso Athletic Hall of Fame Banquet**



Welcome Steve Hill, Host
Pledge of Allegiance Bernard Polk
Invocation..... Pastor David Grousnick
First Christian Church
President's Message..... Thomas Ciaburri



INTRODUCTION OF THE 2006 INDUCTEES



Merrill T. "Skookie" Autry Athlete
Alan Culpepper Athlete
Scott Warman Athlete
Gene R. Calabro Administrator
Tony Shaw Coach
Thomas "Joe Fan" Ciaburri Media
Joe Gomez Supporter of Athletics
James J. Crouch Official
Pete Paredes, Jr. Posthumous



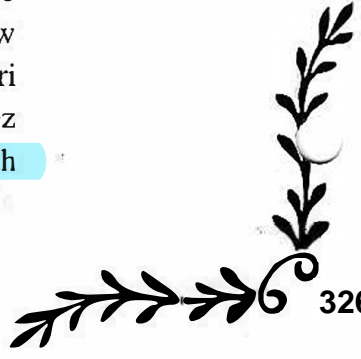
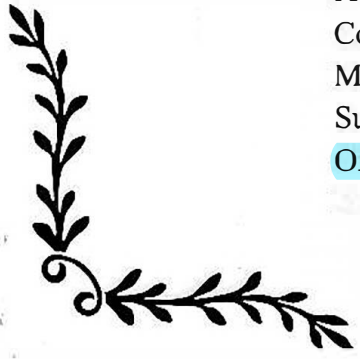
DINNER



**PRESENTATION OF THE 2006
EL PASO ATHLETIC HALL OF FAME INDUCTEES**



Living Athlete Merrill T. "Skookie" Autry
Living Athlete Alan Culpepper
Living Athlete..... Scott Warman
Administrator..... Gene R. Calabro
Coach Tony Shaw
Media Thomas "Joe Fan" Ciaburri
Supporter of Athletics Joe Gomez
Official James J. Crouch



Joe Gomez Supporter of Athletics



From time to time, in every organization, there comes along a man or woman that proves to be invaluable to that group by successfully performing tasks deemed impossible by the majority of that group's membership.

El Pasoan, Joe Gomez, was invited by President Bush and his wife Laura to be a guest at the White House celebration honoring Coach Don Haskins and the 1966 National Championship basketball team, Texas Western College. So, just how did El Paso sports enthusiast Joe Gomez earn a Presidential Invitation to a State Dinner at the White House? This is his remarkable story that earned him this induction tonight into the El Paso Athletic Hall of Fame, for the category, "Supporter of Athletics."

Gomez graduated from Burges High School in 1965 and began attending Texas Western College. He was already a devoted sports fan at the age of 18 and the 1966 Miner basketball team put him over the top forever.

Gomez and the rest of El Paso fell in love with Don Haskins' 1966 team because the Miners defeated every squad it played except one. He also became a lifelong friend of Bobby Joe Hill and in fact he and Nolan Richardson did the eulogies at Bobby's funeral. El Paso's sports hysteria quelled slightly when Seattle upset the Miners 72-70 in Seattle in the final game of the regular season. The sports fever reached an all-time high two weeks later when TWC earned a trip to the 1966 Final Four. It was played at the University of Maryland's Coliseum Field House on the weekend of March 18 and 19.

Gomez was a very astute basketball fan at the age of 18. He began collecting sports memorabilia from the 1966 Final Four. Joe was thrilled when Texas Western outscored #1 ranked Kentucky 72-65 to win the National Title. It was a feeling that has never left him. He also found himself owning a first rate 1966 Final Four collection of photographs.

A few years later Gomez graduated from

college and entered the business world. Joe wanted to stay involved in sports so he was asked to join the Sun Carnival basketball committee. The Sun Carnival was already a top-flight holiday basketball tournament during its first decade of operation, but Joe was about to take it to an even higher level. Gomez worked year round as the chairman building relationships with college coaches throughout the United States. He promised visiting coaches great hospitality and a chance to play against a Haskins coached team. The Sun Carnival has consistently attracted top programs to play in its annual December holiday classic thanks to Joe Gomez and his hard working volunteers. Joe made the Sun Carnival Classic one of the top tournaments in the country attracting teams including Georgia Tech, Iowa State, Michigan, Florida, South Carolina, California, SMU, and Purdue.

In the middle of the 1980's Joe along with Bobby Joe Hill started a movement to bring back the 1966 NCAA Championship Texas Western Miner basketball team for a 20 year reunion. El Paso welcomed the 1966 Miners with open arms. Gomez along with Henry and John Silverman presented each member of the Texas Western traveling party with a beautiful championship ring. Then Joe

worked closely with the UTEP athletic department on the 25th anniversary reunion to give each member a commemorative watch. Gomez also worked on the 30th reunion of the team as well. A few years ago UTEP president, Dr. Diana Natalicio came up with the idea of a traveling exhibit featuring this historic championship team and she named Gomez as the "Local Curator" for the planning of it. Joe is still active in promoting his beloved Miners. Joe has provided research and memorabilia for such documentaries as HBO's *Real Sports with Bryant Gumbel*, *Glory in Black and White* produced by CBS, and *As the Wheels Turned* produced by UTEP. When Jerry Bruckheimer decided to make the Walt Disney movie, *Glory Road*, the costume designer, Alex Friedberg called on Joe to assist her with duplicating the uniforms, letterman's jackets, and even the cheerleader uniforms. He also did a little bit of acting, but unfortunately it ended up on the cutting room floor. Look for Joe on the DVD to be released in June.

He has been a great treasure for this University and the name Joe Gomez is synonymous with the El Paso Athletic Hall of Fame inductee category, "Supporter of Athletics."

James J. Crouch Official



You can judge the success of his remarkable life by his contributions as a basketball and volleyball official. In the El Paso and Fort Bliss area, his career spans decades of leadership roles, presidents of the El Paso Basketball Officials Association and Ft. Bliss Officials Association and Rules Interpreter and Clinician.

His introduction to officiating started in the Moorland Branch of the YMCA in Dallas where he learned that keeping the score book and the clock were tasks just as important as refereeing the game. He continues to ensure that all officials carry this concept with them as they pursue an

officiating career. El Paso and Fort Bliss are very fortunate to have Jim Crouch as an official.

His Army training experience set the stage as he provided rules interpretations that were accurate and accepted as the standard for all officials. His fellow basketball officials inducted him into their Hall of Fame with this citation: Jim "Rules" Crouch - "In appreciation of your many years of dedication to basketball officiating in the El Paso Area. Thanks for making us better officials."

The Texas Association of Sports Officials awarded him both a plaque for Distinguished Service to basketball and a watch for his work in volleyball. His selection to officiate the state of Texas - University Interscholastic League (UIL) regional tournaments plus Fifth Army and Fort Bliss championship contests reflect the confidence administrators and coaches have in him. Although he donned the black and white striped official's shirt in Dallas, his Army service took him to Korea, Germany, Florida, Virginia, Kansas, Oklahoma, and Missouri.

Adopting the Tower Principle from his International Association of Approved Basketball Officials (IAABO) training about halfway in his career caused him to develop into a better official. The Tower Principle states that advantage, gained or lost, is the most important approach to successful officiating.

Crouch now joins Paul Lopez, Bert Williams, Yvan Rechy, and Charlie Smith as an inducted member of the El Paso Athletic Hall of Fame. These were his teammates from the 1962 Dautrich Jacks, International Softball Congress (ISC). Fastpitch Softball champion team. This squad led by Paul "The Boss" Lopez and Kenny "The Sidewinder" Wycoff won the ISC Championship in 1961 by beating the Rock Island, Illinois, Hamm's Brewers. The El Paso team returned to Rock Island the next year with Crouch as the centerfielder. His errorless play and .250 batting average helped the Jacks repeat as World Champions. He will always cherish playing for the World Champion Jacks.

A decade later, Jim played centerfield for the Fort Bliss entry in the "5th Army

Softball Tournament" and helped Fort Bliss win championships in 1972 and 1973. Although no longer playing softball, he stays in great physical shape playing racquetball and officiating basketball and volleyball.

Some of the top basketball officials from El Paso are now working for the National Collegiate Athletic Association (NCAA). They have refereed games in the Big 12, Conference USA, Mountain West, Western Athletic Conference, and the Big West. Over the years Jim Crouch tutored these local officials - Mountain West Supervisor of Officials, Bobby Dabler, the WAC's Ronnie Hernandez, Big West's Shawn Lehig, and El Paso Athletic Hall of Fame's Manny Reynoso.

Last August Jim and Lillian celebrated their Golden Wedding Anniversary. They raised four children and have six grandchildren. You better believe James J. Crouch has received tremendous support from his family to survive a sports schedule of 14,000 games.

Pete Paredes, Jr. Posthumous



Tonight, the El Paso Athletic Hall of Fame honors the life and achievements of Pete Paredes, Jr. He was born in 1912 and was a lifelong resident of El Paso until his death in 2004 at the age of 91 years. Pete enriched the lives of anyone that knew him whether it was in the role of athlete, coach, educator, administrator, sports official, civic-minded citizen, or family man. This is his story.

Mr. Paredes graduated from El Paso School in 1932. He was a two-sports star for the Tigers participating in football and boxing. Pete was an offensive guard and one of the toughest linemen in the city. Mr. Paredes was instrumental in leading the Tigers to a district championship when he was a junior and was named to the All-City Football Team in 1932. Pete may even have been a better boxer than he was a

football player. He was the captain of the Tiger boxing team for two years from 1931-1932 during which he was a two time runner-up champion for the Southwest Amateur Boxing Association (forerunner of the Golden Gloves) and middle-weight champion in 1932. Mr. Paredes was inducted into the El Paso High Tiger Hall of Fame in 1989 in recognition of his many achievements for that school.

Pete enrolled at the Texas College of Mines after his graduation. He was a three year letterman for the Miners from 1935-1937. Mr. Paredes demonstrated the same toughness in college as he had in high school while playing guard for the Miners. A newspaper article written in 1935 stated that Pete had played every minute of every game during that season. The rest of his football career was equally impressive. He was named Honorable Mention All-Border Conference Team in 1935 and All-Border Conference First Team in 1936. Pete also played against Hardin Simmons in the 1937 Sun Bowl Game.

Mr. Paredes was now ready to embark on a new chapter in his life that would last the next 42 years as coach, educator, and administrator. Pete began his educational career with the El Paso Independent School District in 1940 when he was named

assistant football coach and head boxing coach for Bowie High School. His teams at Bowie always demonstrated the same toughness as he had shown during his athletic career. The boxing teams at Bowie were especially rugged as Ray Sanchez, a long-time sportswriter for the *El Paso Herald Post*, wrote in one of his articles a few years back. Pete remained at Bowie from 1940-1949 until a significant milestone occurred. Mr. Paredes was named head football coach and athletic director at the newly opened Jefferson High School and thus became the first Hispanic head football coach in El Paso. Certainly, Pete influenced the lives of anyone who ever played for him.

Mr. Paredes remained in coaching for several more years until he decided to pursue a career in school administration. He rose through the ranks and spent the last seventeen years of his educational career as a principal at Lincoln Elementary School (1965-1967), Alamo Elementary School (1967-1977), and Zavala Elementary School (1977-1982). Pete retired from the EPISD in 1982 after dedicating 42 years of his life to his athletes and students. One can only guess at the number of students whose lives were influenced by the love and devotion of Mr. Paredes.

Pete had such a love for sports and people that he found additional ways to channel his enthusiasm. Boxing still remained an important sport to Mr. Paredes so it was natural for him to become a boxing and wrestling referee during the late 1940s. He was even a boxing and wrestling commissioner. His love of football also presented Mr. Paredes new opportunities. He joined the El Paso Officials Association and did high school football games from 1947-1968. He later moved to the press box where he became an official timekeeper. Many people that attended UTEP football games might remember that Pete was the official timekeeper for that university for over 40 years. Even all of this was not enough to tire out Mr. Paredes. He was a life-long member of the El Maida Shriners and Elks Masonic Lodge. One of his great passions was being a member of the El Maida Drum and Bugle Corps and Oriental Band.

Mr. Paredes is represented at the banquet tonight by his wife of 28 years, Carmen Paredes and son Dr. Sam Paredes. The El Paso Athletic Hall of Fame is proud to induct Mr. Pete Paredes, Jr., for his love and dedication to sports and for the multitude of lives that he touched during his lifetime.

El Paso Times

COLUMNISTS

Wayne Thornton: James Crouch is the man in stripes

Wayne Thornton Columnist

Published 8:46 p.m. MT Jan. 27, 2016 | Updated 11:19 a.m. MT Jan. 28, 2016

In many ways, Fort Bliss is an extension of El Paso.

Or is it the other way around?

Fort Bliss and what it represents in shaping our community, our culture, our safety and the lives of those in the Sun City, is a valuable piece in what El Paso is and what it can become.

The many soldiers and families who call Fort Bliss home are important, welcome additions to the area. Although some may spend a brief period of time in our city, the memories will last a lifetime.

The people of El Paso are the kindest you can ever meet. Many of the soldiers are actively involved in the community in making it a special type of partnership unlike any other in the United States.

The 1960s and 1970s saw a majority of those children at Fort Bliss attend Burges High School, making it the largest in the city, if not the state. Over the years, Burges has seen many students of excellence walk its halls.

One particular family features a husband and wife who left an indelible mark in education, community giving and athletics, and have served as a great inspiration to all who know them.

James J. Crouch and Lillian Crouch have been married 60 years. Their children, Michelle Crouch Amdall, Kevin Crouch, Michael Crouch and the oldest, although now deceased, is Frederick Crouch – all graduates of Burges.

Lillian Crouch worked 32 years with the El Paso Independent School District as an administrator supreme. She was a great mentor and role model to hundreds of students, teachers and administrators.

James Crouch served 30 years in the Army before retiring as a CW4 (chief warrant officer), and then followed that up with 32 years as a civilian employee at Fort Bliss before retiring in 2010 as the highest ranking African-American civilian employee in the history of Fort Bliss as a GM-14.

Crouch, who is now 88 years old, spent 62 years of his life in the military. Although he was excellent at his day job, his night job was one of hall-of-fame credentials, and even more so were his athletic accomplishments.

Born in Dallas, Crouch was deployed throughout the world to countries, such as Germany, Japan and Korea, and to states, such as Oklahoma, Kansas, Missouri and Florida.

Inducted into the El Paso Athletic Hall of Fame in 2006 in the Referee Category, Crouch should also be considered for the El Paso Softball Hall of Fame. He played center field for the legendary Dautrich Jacks Realtors teams in the early 1960s. The team included Charlie Smith, Kenny Wycoff, Ivan Rechy, Bert Williams and Paul “Hoss” Lopez. That team won the International Softball Congress World Tournament in Rock Island, Ill., in 1961 and 1962. Crouch followed that with a stint with Yarbrough Home Builders in 1963, again qualifying for the ISC World Tournament.

A decade later, Crouch was still active in softball, playing in the Fort Bliss Army Championships and the All-Army Softball Tournament.

But, the area where Crouch is most known is that of a basketball and volleyball official.

He started in Dallas as a teen, keeping the book and the time. He quickly escalated to wearing those famed stripes. He is often called the “rules master” for his interpretation of rules for high school volleyball and basketball by the University Interscholastic League.

The Texas Association of Sports Officials also has honored him several times over the years for being an outstanding sports clinician. He has served as president of both the local basketball and volleyball associations. His mentorship of many young officials is also well-documented.

Crouch refereed more than 14,000 games in his distinguished career, including high school volleyball, girls and boys basketball, Fort Bliss and El Paso Parks and Recreation Department city leagues.

Gene Semko, a member of the El Paso Athletic Hall of Fame, attended school with the Crouch children and knew the patriarch from referee circles.

"Jim Crouch would take you under his wing and really show you the ropes," he said. "He was classy, unexcitable and didn't raise his voice during the game. He is a gold nugget in being very precious in the world of refereeing, and overall just an All-American family."

Perhaps the most notable of Crouch's achievements was his attention to the area's youth.

Crouch, Bill Mallard and Archie Hartsfield were the caretakers of hundreds of children. They would look out for them when their fathers were deployed. They got them involved in sports or some type of extracurricular activity, and watched over them, keeping them out of harm's way.

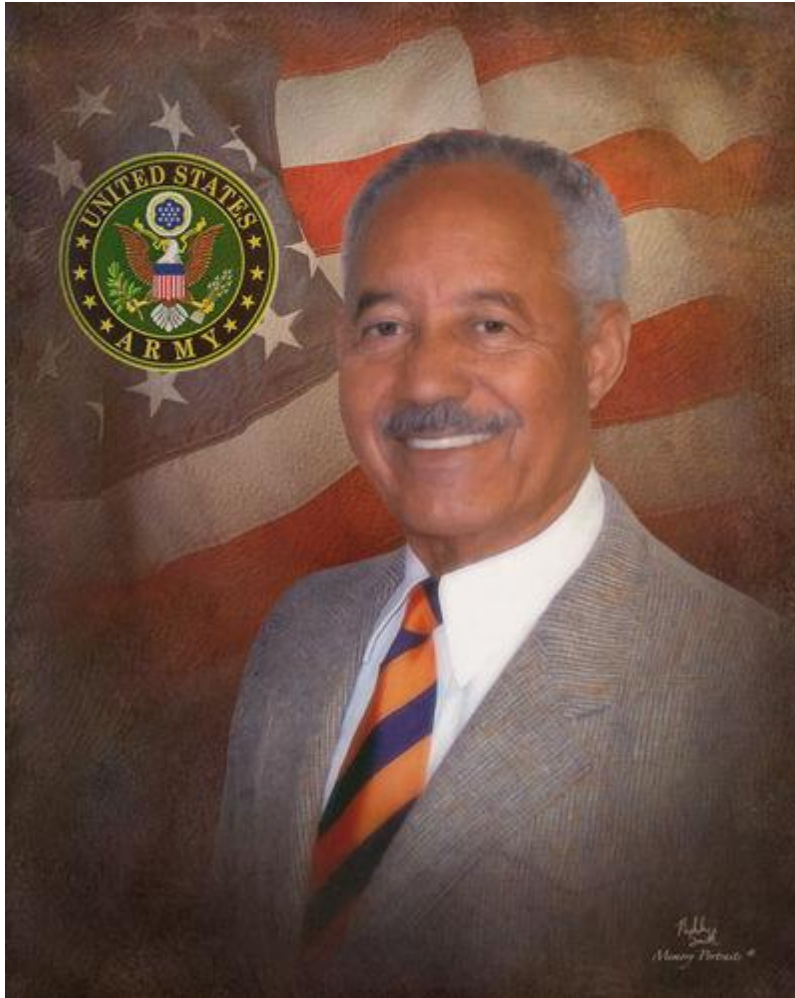
Crouch is experiencing some health issues today, but his spirit, drive and the words of wisdom that he and his wife have given to thousands of young people during their lives will always reign supreme.

Wayne Thornton is a longtime supporter of community events; 373-6708; wlegend007@gmail.com.

https://www.elpasoinc.com/columns/local_columnists/crouch-helped-launch-el-paso-s-golden-decade/article_be204ed8-09f2-11e8-88c9-fb5a2bd5c96a.html

Crouch helped launch El Paso's golden decade

Ray Sanchez / El Paso Inc.
Feb 5, 2018



James Crouch

Photo provided by Ray Sanchez

Death has taken another member of the team that launched the greatest decade in the history of El Paso sports: Jim Crouch. He passed away on Jan. 15 at the age of 90.

A solid-hitting outfielder, he was a member of the El Paso team that went to Rock Island, Illinois, and won the International Softball Congress world championship not only in 1961 but in 1962 as well.

The team, sponsored by El Paso realtor Jack Dautrich and known locally as the Dautrich Jacks, traveled to the tournament by railroad and was greeted on its return at the El Paso depot with great fanfare.

THE VICTORIES seemed to ignite the entire city with possibilities of what could be accomplished. During the 1960s, which I've called El Paso's golden decade, El Paso not only won two world softball titles but the now-UTEP Miners went on to win a national basketball championship, an NCAA cross country title, two Sun Bowl games against major teams (TCU and University of Mississippi) and Lee Trevino won a U.S. Open. El Paso, suddenly, had become a major player in the country.

CROUCH, AN ARMY veteran who became a solid citizen of El Paso and went on to earn Hall of Fame honors as a referee, has been preceded in death by most members of the team who were either born, raised or made El Paso their homes. They are second baseman Bert Williams, third basemen Gene Stogner, catcher Jack Palmore, outfielder Al Mena and managers Clyde Hooten and Yvan Rechy.

The only El Paso members of the team who I know are still alive are shortstop Johnny Huerta, first baseman Charlie Smith, outfielder Jesse Martinez and utility player Bobby Nunez, who was a solid hitter and could play any position on the team.

Veteran sports journalist, historian and author Ray Sanchez welcomes suggestions for his column. Call (915) 584-0626, email rayf358@yahoo.com or visit raysanchezbooks.com

Ruben Ramirez, El Paso Times photo editor, is the new president of the Hall. I'm sure he'll welcome you with open arms.

Community Leadership, Sport Involvement and Military Awards

JAMES CROUCH OBITUARY/ ACCOMPS-AWARDS

He was also well-known for his omnipresent community involvement, including:

- Cielo Vista Optimist Club: Distinguish President, Board of Directors and Scholarship Chairman
- UTEP: President of the President's Associates, Development Board member, University of Texas System Chancellor's Council member, Alumni Association life member, and scholarship donor
- President, Fort Bliss Athletic Officials Association
- Center Chapel One choir member, 45 years Awards and Recognitions
- Member, El Paso Athletic Hall of Fame (Official's Category)
- Member, El Paso 1961 Fast Pitch Softball World Championship Team
- Omega Psi Phi Fraternity, Sigma Tau Chapter, Colonel Charles Young Distinguished Military Leadership Award
- Certificate of Appreciation from the Air Defense Artillery School, Brigade and Commanders
- General of the Army, Omar N. Bradley Award
- Department of the Army Meritorious Civilian Award

Throughout his remarkable life, Mr. Crouch sought out leadership opportunities to serve Almighty God, his country and community. He was the "wind beneath the wings" for many.

Community Support Letter: Cielo Vista Neighborhood Association



Cielo Vista Neighborhood Association

December 18th, 2023

To whom It may concern,

Re: Support for Renaming Ponder Park to James JimmyCrouch Park

The Cielo Vista Neighborhood Association would like to express its support for the renaming of Ponder Park, located in El Paso's Cielo Vista neighborhood, to James Crouch Park.

It is with great respect and admiration that we reflect upon the life and contributions of Mr. James Crouch. He lived a commendable 90 years, filled with service to our country, our city, and, most importantly, to its people. His military service during World War II and the Korean War stands as a testament to his bravery and dedication to our nation. Moreover, his 63 years of federal service, especially his significant contributions as the highest-ranking African American civilian employee in the history of Fort Bliss, highlight his commitment to El Paso and its community.

Beyond his professional accomplishments, Mr. Crouch's impact as a mentor to the youth of El Paso is undeniable. As noted by Wayne Thornton, Public Relations Director of the El Paso Parks and Recreation department, Mr. Crouch was a father figure to many, guiding and nurturing them during the vulnerable phases of their lives.

His love for sports and his contribution to the El Paso athletic community is evident from his inductions into the El Paso Athletic Hall of Fame and the El Paso Softball Hall of Fame. Yet, it was not just about the games but the people involved. He was known as a generous man, always ready to uplift someone when they were down.

Given these immense contributions and the indelible mark Mr. Crouch has left on the El Paso community, it is fitting that Ponder Park, a gathering place for families and youth, bear his name. It would stand as a testament to his legacy, reminding future generations of the values of respect, truth, love, and service that he so ardently upheld.

After a recent vote amongst our members, the Cielo Vista Neighborhood Association unanimously approved to support this renaming initiative. We believe that James "Jimmy" Crouch Park will serve as a beacon of inspiration for all who visit and a place where his spirit will forever resonate.

Thank you for considering our support in this noble endeavor. We are hopeful that the park's renaming will reflect the legacy of a true El Pasoan hero.

Sincerely,

Mike Adjemian

President

Cielo Vista Neighborhood Association

Phone (915) 490.6929

Email elpasocvna915@gmail.com

Website www.ep-cvna.org

Mail PO Box 971884, El Paso TX 79997



**THE
UNIVERSITY OF TEXAS
SYSTEM
CHANCELLOR'S
COUNCIL**

**Mr. and Mrs.
James J. Crouch**

MEMBERS

**In recognition of your
generous contributions towards
academic excellence**

July 1993

Chancellor



Dautrich Jacks
James J. Crouch
Hall of Fame Inductee
 2019



*Certificate of Special
Congressional Recognition*

Presented to:

James J. Crouch

for his unwavering service to our nation.

Friday, January 26, 2018

DATE

Beto O'Rourke

MEMBER OF CONGRESS

PARK RENAMING PROPOSAL FOR PONDER PARK

Parks and Recreation Advisory Board Meeting
February 14, 2024

PROPOSED NAME CHANGE

From: Ponder Park
To: *James “Jimmy” Crouch
Park*

*Under the Naming or Renaming Guidelines for
City Parks and Recreation facilities to name after
an Outstanding Individual (Non-Living) or Group*

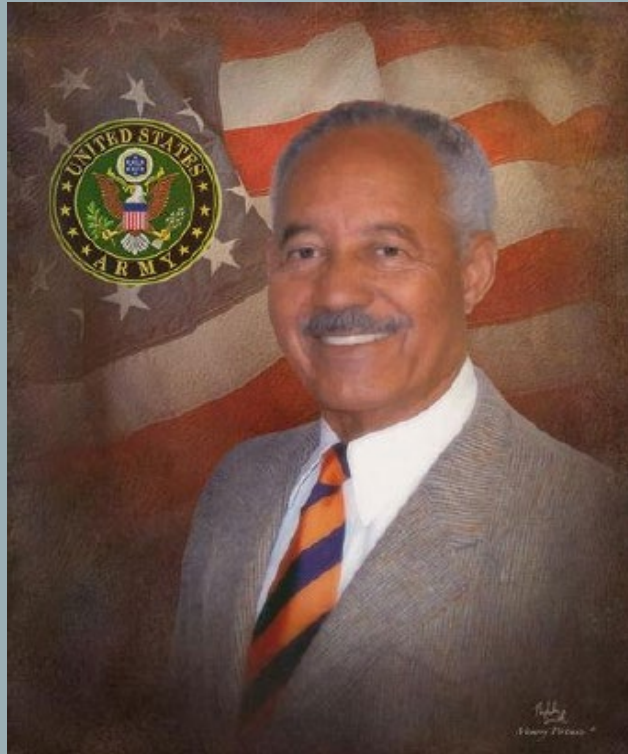
Applicant: Lillian Crouch, wife



PONDER PARK LOCATION 7500 W H BURGESS DR IN BETWEEN VISCOUNT AND WH BURGESS



JAMES JOSEPH CROUCH
APRIL 4, 1927 – JAN. 15, 2018



MILITARY SERVICE

- Highest-Ranking African-American civilian employee in Fort Bliss's history upon his retirement in 2010.
- Won the Omar N. Bradley Award from the General of the Army.
- Chief of Training for Fort Bliss's artillery systems.
- Congressional Recognition of 33 years with military.



ACCOMPLISHMENTS IN SPORTS & SPORTS OFFICIATING

- Member of the 1961 & 62' International Fast Pitch Softball Champions from El Paso.
- Officiated 60 + years, softball, volleyball, basketball, for Fort Bliss, local schools, City Facilities
- Officiated 14,000 volleyball and basketball games at the high school level for the Cities Park and Recreation Department.
- El Paso Softball Hall of Fame as a player in 2015
- El Paso Athletic Hall of Fame as a referee in 2006
- Former President for Fort Bliss's Athletic Officials Association.
- Former President of President's Associates for UTEP.

RESOLUTION

1 WHEREAS, James J. Crouch of El Paso is retiring in January
2 2010, drawing to a close an outstanding career in the air defense
3 industry that has spanned more than six decades; and
4 WHEREAS, Mr. Crouch studied at Howard University, and after
5 completing basic training for the United States Army, he was
6 stationed at Fort Sill in Oklahoma in 1945; on conclusion of his
7 service in the Korean War, he began studying missile systems; and
8 WHEREAS, In the 1950s, when Mr. Crouch became involved in air
9 defense artillery, the field was one of the most technical and
10 cutting-edge branches of the military, and the first missiles had
11 just been deployed to counter the threat of jet fighters and
12 bombers; Mr. Crouch seized the opportunity to learn all he could
13 about this new industry, taking courses on the Ajax missile, the
14 Nike Hercules system, and the Hawk missile system, and he went on to
15 serve as an instructor; he also worked on crews in Germany and
16 Florida, where he tracked aircraft en route from Cuba, before
17 retiring in 1974 as ADA chief warrant officer 4 and accepting a
18 civilian position as a software programmer; and
19 WHEREAS, Later returning to the military sector, Mr. Crouch
20 has served as the deputy director of training instruction for the
21 Air Defense Artillery Center and School at Fort Bliss since 1991; he
22 has been named among the "front four" individuals in the nation's
23 air defense artillery branch, and he received a special tribute in
24 2009 from Major General Howard Bromberg, the Fort Bliss commander;



Wednesday, May 3rd, 2006

INTRODUCTION OF THE 2006 INDUCTEES	
Merrill T. "Skookie" Autry	Athlete
Alan Culpepper	Athlete
Scott Warman	Athlete
Gene R. Calabro	Administrator
Tony Shaw	Coach
Thomas "Joe Fan" Ciaburri	Media
Joe Gomez	Supporter of Athletics
James J. Crouch	Official
Pete Paredes, Jr.	Posthumous



WORDS ON MR. CROUCH

“...his spirit, drive and the words of wisdom that he and his wife have given to thousands of young people during their lives will always reign supreme.”

Wayne Thorton, El Paso Times Column, Jan. 27, 2016

“Perhaps the most notable of Crouch's achievements was his attention to the area's youth.”

Wayne Thorton, El Paso Times Column, Jan. 27, 2016

“Crouch helped launch El Paso's golden decade”

Ray Sanchez / El Paso Inc. Feb 5, 2018

“Jim Crouch would take you under his wing and really show you the ropes. He was classy, unexcitable and didn't raise his voice during the game. He is a gold nugget in being very precious in the world of refereeing, and overall just an All-American family.”

Gene Semko, El Paso Athletic Hall of Fame Member and attended school with the Crouch children- El Paso Times Column, Jan. 27, 2016

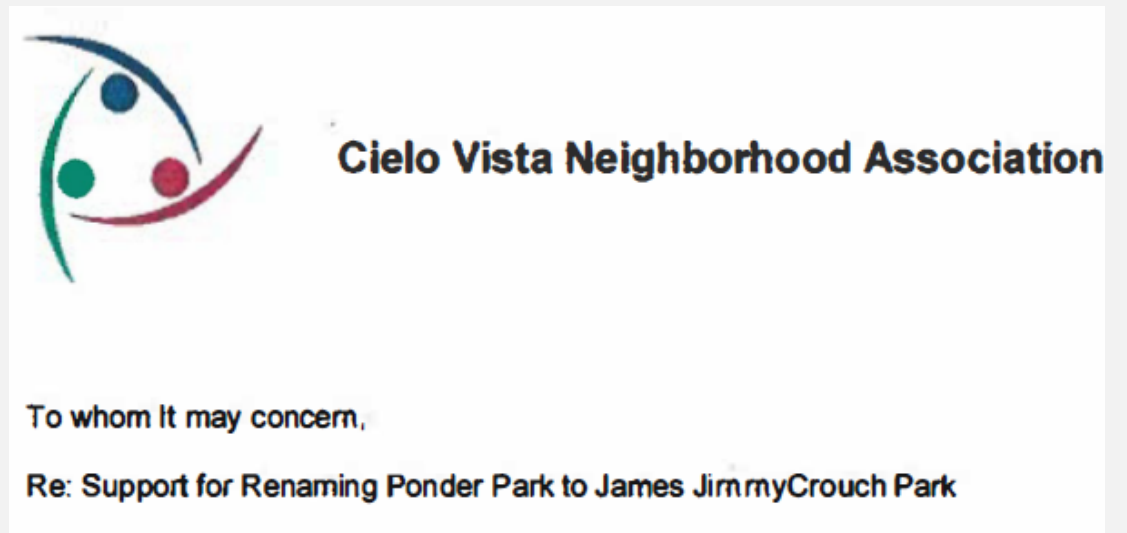
COMMUNITY SUPPORT

- Over 50 signatures of support from the residents within a 1 mile radius of the Park

Karen M. Roberts
Cecilia Cisneros
Albert Ybarra
Michael Bau
Beth Keegan
Adam Butte
Roberto
Heura Hara
Roberto Perez
Barbara Banuelos
Dylan Reza
Scott Weisleitner

Rutha Banks
George Cantigas
ROBERTO RAMOS
Jessica Pluhus
Claudia Martinez
Robert Martinez
Ramona Perez
Naomi Cardenas
MARGARET SCHAFER
Chris Morris
Sergio Michel

- Ponder Park is located within the boundary of the Cielo Vista Neighborhood Association. The neighborhood association has provided their support in renaming the Park after Mr. Crouch.



QUESTION & ANSWER



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-182, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Presentation and discussion by El Paso County Juvenile Probation Department on transforming juvenile justice. [POSTPONED FROM 01-30-2024 AND 02-13-2024]

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON 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?

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

DEPARTMENT HEAD:

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



OUR VISION ... THEIR DESTINY

El Paso County Juvenile Justice Center Judge Enrique H. Pena Jr.

6400 Delta Drive | El Paso, TX 79905 | (915) 849-2500



Hon. Yahara Lisa Gutierrez

Family District Court, 65th Judicial District
Chairman of the Juvenile Board



Rosie Medina

Chief Juvenile Probation Officer
El Paso County Juvenile Probation Department



Marc Marquez

Deputy Chief of Juvenile Services
El Paso County Juvenile Probation Department



Linda Garcia

Deputy Chief of Juvenile Facilities
El Paso County Juvenile Probation Department



Albert Mendez III

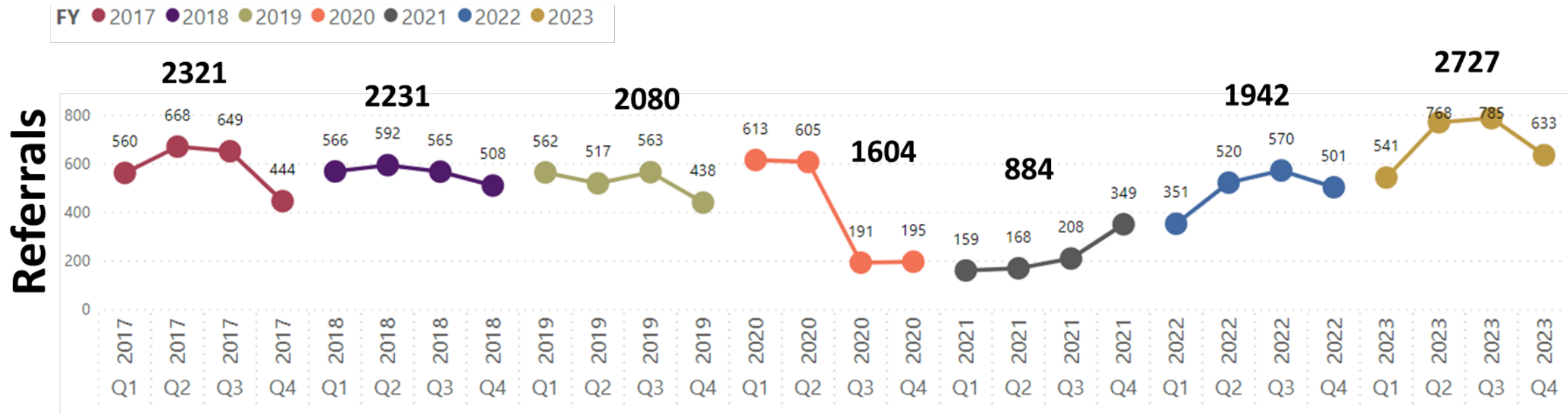
Deputy Chief of Finance & Support
El Paso County Juvenile Probation Department



OUR VISION ... THEIR DESTINY

TRANSFORMING JUVENILE JUSTICE INITIATIVE TIMELINE

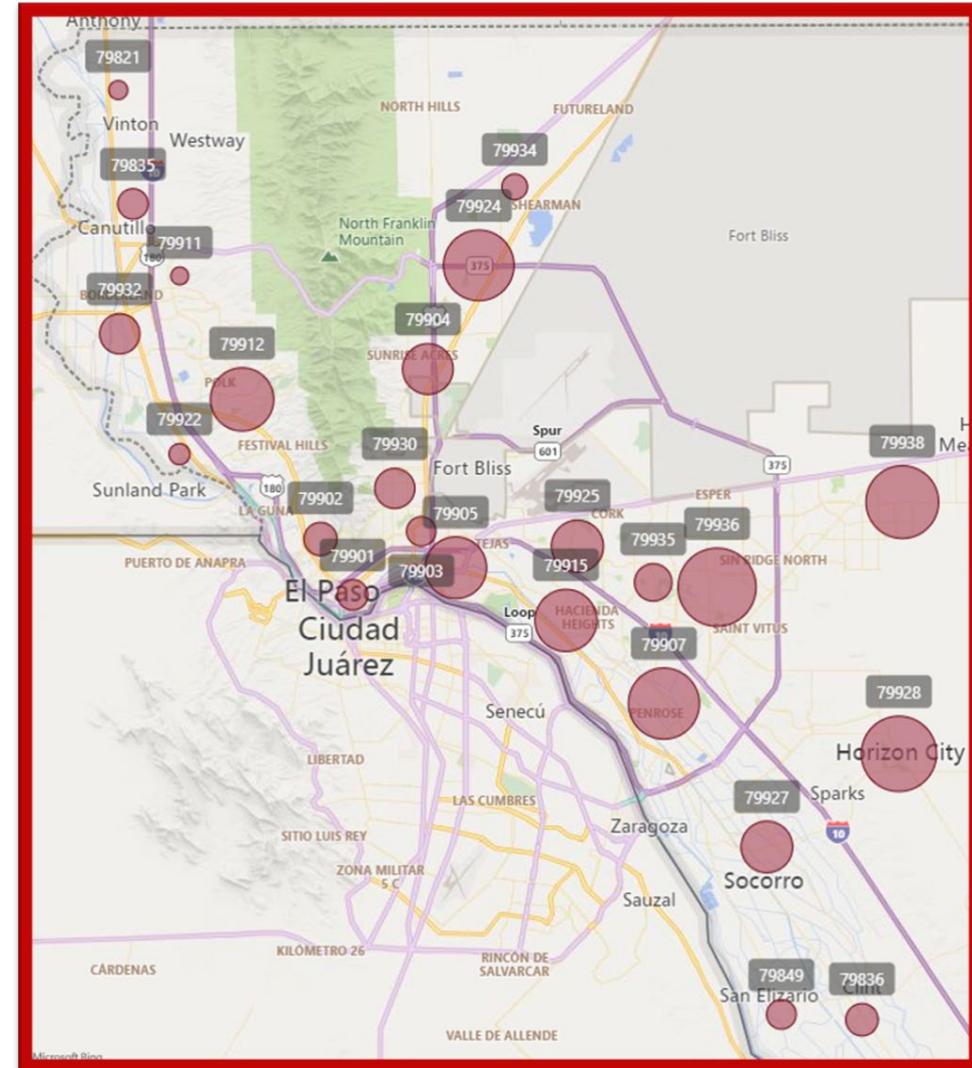




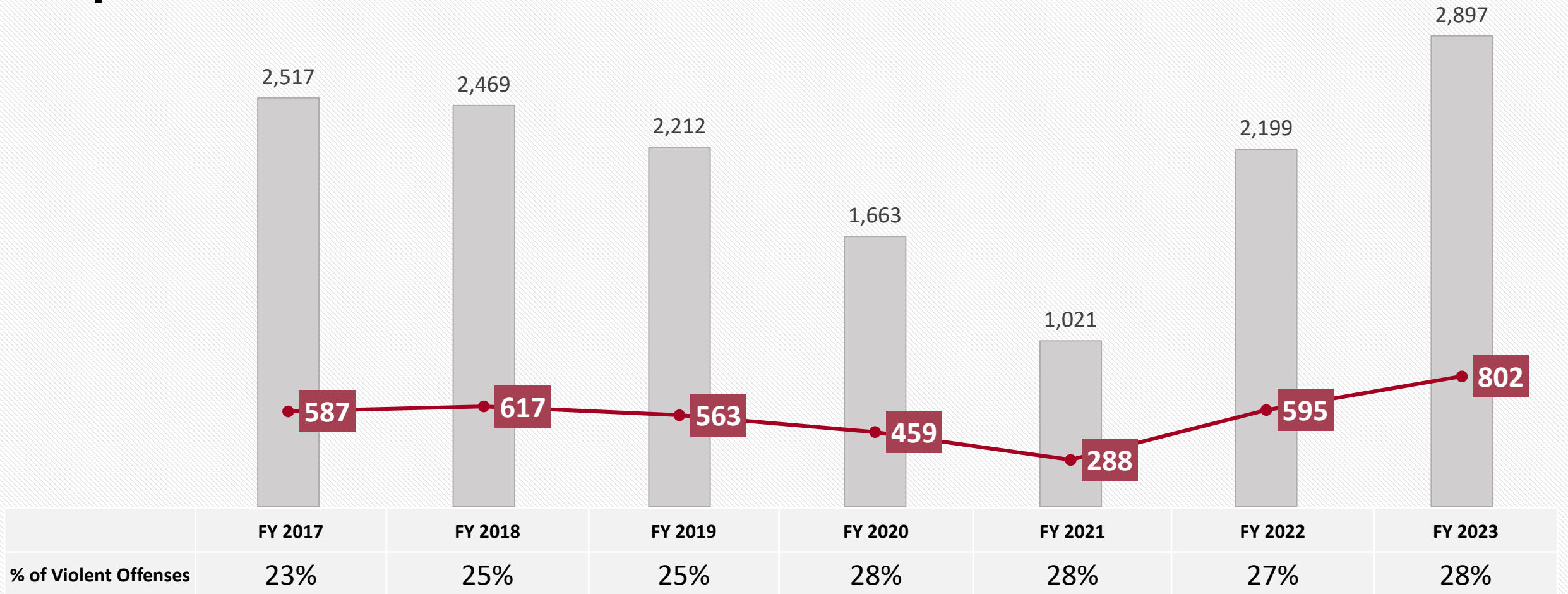
Offense Description	2017	2018	Change	2019	Change	2022	Change	2023	Change	Average Change
Assault Causes Bodily Inj	657	627	-5%	641	2%	784	22%	995	26.9%	12%
Assault Causes Bodily Injury Family Member	396	407	3%	417	2%	319	-24%	488	53%	9%
Burglary Of Building	160	181	13%	151	-17%	135	-11%	138	2%	-3%
Criminal mischief >=\$100<\$750	156	123	-21%	146	19%	107	-27%	137	28%	-0.3%
Criminal trespass	108	131	21%	162	24%	88	-46%	65	-26%	-7%
Evading Arrest Detention	209	195	-7%	137	-30%	148	8%	226	53%	6%
Poss Cs Pg 2 < 1g	13	36	177%	179	397%	377	111%	618	64%	187%
Poss Cs Pg2 <1g Dfz lat	2	27	1250%	224	730%	948	323%	1529	61%	591%
Poss Marij <2oz	420	329	-22%	315	-4%	145	-54%	119	-18%	-21%
Poss Marj <2oz Dfz lat	302	318	5%	274	-14%	117	-57%	67	-43%	352%

Zip Code	Total Offenses	Percentage
79936	3257	10.38%
79924	3123	9.95%
79938	3026	9.64%
79928	2746	8.75%
79907	2480	7.90%
79905	2228	7.10%
79915	1974	6.29%
79912	1814	5.78%
79904	1565	4.99%
79925	1286	4.10%
79927	1216	3.87%
79930	995	3.17%
79901	662	2.11%
79853	627	2.00%
79932	618	1.97%
79935	604	1.92%
79902	575	1.83%
79934	508	1.62%
79849	438	1.40%
79903	417	1.33%
79836	294	0.94%
79835	242	0.77%
79821	156	0.50%
79838	126	0.40%
79922	123	0.39%
79911	70	0.22%

Offenses by Area

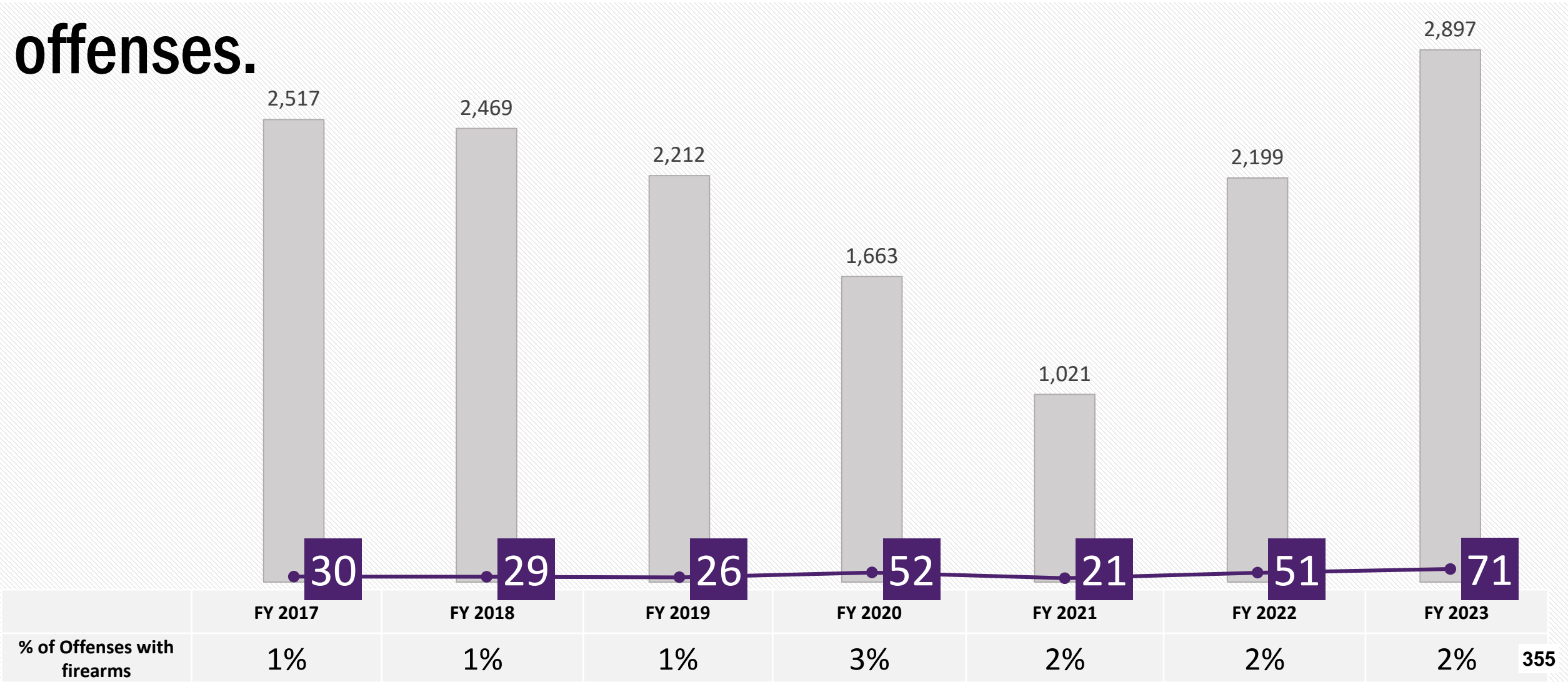


The Historical Average on **Violent Offenses**
(since FY 2017) has remained around **26%**,
compared to the overall Arrests.



* Violent Offenses Referred to the El Paso County Juvenile Probation Department include: Homicide, Attempted Homicide, Sexual Assault, Robbery, Assaultive, and Weapon Offenses

The Historical Average of Firearm Offenses is of 2% of the overall referred offenses.





OUR VISION ... THEIR DESTINY

Diversion and Prevention

Goal: Enhance diversion and prevention services to increase number of youths diverted.

- Administering a risk assessment at the initial Intake Appointment to guide diversion decisions.
- Sequential Intercept Model Mapping (SIM): working with the Paso del Norte Foundation and the Meadows Policy Institute on mapping different diversion points through cross-systems collaboration.
- Piloting a partnership with YISD and SISD on enhancing school-based prevention and intervention services that will lead to more youth being diverted.
- Implementation of community led conference committees to assist with providing service coordination to youth placed in diversion programs and serve as juvenile justice navigators/mentors for families entering the juvenile justice system.



OUR VISION ... THEIR DESTINY

Court Orders

Goal: Design court orders that empower families, simplify and decrease number of terms and personalize each court order to the needs of the youth and family to include decreasing detention rates and modification rates.

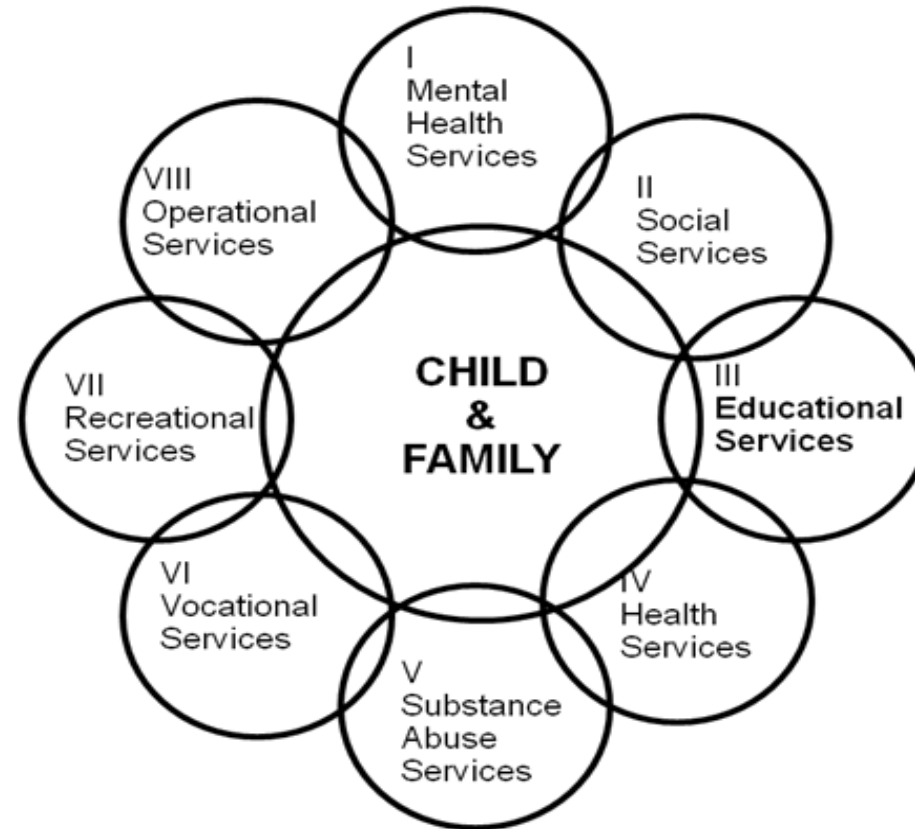
- Research of several jurisdictions and different counties within Texas, Illinois, and California for guidance on changing our Judgment of Probation.
- Focus Groups have been created to survey youth and families for feedback with the assistance of UTEP interns.
- The new Court order will be easy to read, family driven language, and consists of 1-page.
- Implementation (pilot) will begin on March 1, 2024.
- The Department will be tracking outcome measures regarding violations of probation (modifications) filed based on new court order, new offense referrals for youth on probation, and number of youth detained/removed from the community.



OUR VISION ... THEIR DESTINY

HOLISTIC SYSTEM OF CARE

Youth and parent voice will be incorporated into the final design and engaged in the process.



Goal: The engagement and integration of community partners to create a holistic system of care for juvenile justice involved youth. Pilot target area: 79924. We are in the formulation phase and have identified key stakeholders: Child Guidance Center, Job Corps, El Paso Human Services, Workforce Solutions, the Boys and Girls Club (pending) the YMCA (pending), School Districts, Emergence Health Network, Paso del Norte Center/Meadows Foundation and law enforcement.

We'll be glad to answer all your
Questions



OUR VISION ... THEIR DESTINY

Thank You!



OUR VISION ... THEIR DESTINY



Legislation Text

File #: 24-323, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

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

Discussion and action on directing the City Attorney to prepare a resolution amending the City Council Rules of Order, specifically *Section 13 - Right of Citizens to be Heard*, to specify:

that public comment received in writing ("letters") submitted to become part of the record in accordance with the already established procedure shall, upon request of the submitter, be read into the record by the City Clerk or staff designee;

and that the duration of the reading of each submitted letter shall be limited to three minutes, after which point the reading will be truncated but the entirety of the text will still be included as part of the record;

and that the reading of such letters will occur during the public comment period but after all speakers participating either in-person or remotely/telephonically have had the opportunity to address the City Council.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 02/27/2024

CONTACT PERSON NAME AND PHONE NUMBER:

Rep. Chris Canales, 915-212-0008

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 5 – Promote Transparent & Consistent Communication Amongst all Members of the 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 on directing the City Attorney to prepare a resolution amending the City Council Rules of Order, specifically *Section 13 – Right of Citizens to be Heard*, to specify:

that public comment received in writing ("letters") submitted to become part of the record in accordance with the already established procedure shall, upon request of the submitter, be read into the record by the City Clerk or staff designee;

and that the duration of the reading of each submitted letter shall be limited to three minutes, after which point the reading will be truncated but the entirety of the text will still be included as part of the record;

and that the reading of such letters will occur during the public comment period but after all speakers participating either in-person or remotely/telephonically have had the opportunity to address the City Council

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?

This action item directs the City Attorney to prepare a resolution that modifies Section 13 of the City Council Rules of Order. This resolution will specify the process for reading written public comments ("letters") into the record, including the duration limit for the reading of each comment and the timing of when they will be addressed during the public comment period. The proposed amendment aims to formalize a procedure for reading written public comments submitted by citizens into the official record of Council meetings, a practice that was done informally until it was recently ceased.

The purpose of this amendment is to enhance transparency and public participation in the city's decision-making process. By providing a structured method for incorporating written comments into Council meetings, the proposal aims to ensure that all voices are heard and that the concerns and viewpoints of citizens are appropriately noted and considered by the Council. The inclusion of a written public comment option broadens accessibility to the public process, enabling participation from individuals who may be working during City Council meetings or face challenges accessing proceedings due to a disability, thereby fostering greater inclusivity and engagement in civic affairs.

The amendment will apply to all City Council meetings where public comment periods are designated. It will be implemented within the existing framework of the City Council Rules of Order.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

The City Council last amended the Rules of Order on December 12, 2023 to adjust the notification deadline to appear by videoconference in the event of an emergency in which case the member appearing via videoconference will not appear on the agenda and to clarify that the Rules regarding debate apply to deliberation in executive session and amending the Resolution to attend City Council meetings via videoconference.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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

DEPARTMENT HEAD:



Legislation Text

File #: 24-321, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

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

Members of the City Council, Representative Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager to review, research, and consider a more robust paid parental leave policy for City of El Paso employees to include no less than four weeks paid prenatal leave and twelve weeks postpartum paid leave. Additionally, provide a policy proposal to the Women's Rights Commission relating to Paid Parental Leave for review and recommendation prior to adoption.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: February 27, 2024

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~ 212.0003
Representative Isabel Salcido ~ 212.0005
Representative Chris Canales ~ 212.0008

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8 - Nurture and Promote a Healthy, Sustainable Community

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to direct the City Manager to review, research, and consider a more robust paid parental leave policy for City of El Paso employees to include no less than four weeks paid prenatal leave and twelve weeks postpartum paid leave. Additionally, provide a policy proposal to the Women's Rights Commission relating to Paid Parental Leave for review and recommendation prior to adoption.

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?

On August 8, 2023, during its regular meeting, the City of El Paso's Women's Rights Commission discussed an agenda item regarding the City of El Paso's current Parental Leave Policy. Commissioners Monsisvais, Chacon, Turner, Correa, Lucero, Morales, Warnock, Scherr, and Luevanos were present at the Commission meeting and unanimously approved a motion to recommend to Council the following actions:

- Provide all City of El Paso employees paid time off (in addition to annual leave and sick leave accruals) for prenatal and postpartum care, up to one year after birth, for both mother and child
- Consider expansion of the current Shared Paid Family Leave Program
- Direct staff to research expansion of current Wellness Center contracts for uninsured employees
- Direct staff to work on the development of a plan to provide child care services for employees

These recommendations will again be shared with the City Council members for consideration and as part of the Women's Rights Commission's annual report to Council in the fall of 2023. A copy of this statement of support will also be provided to the City Clerk. This memo was signed, on behalf of the Commission, by Board Chair Marina Monsisvais.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

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

DEPARTMENT HEAD:

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-268, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Capital Improvement Department, Omar Martinez, (915) 479-0341
Capital Improvement Department, Yvette Hernandez, (915)212-0065

AGENDA LANGUAGE:

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

Federal Programs update from the Office of Congresswoman Veronica Escobar.

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Omar Martinez, Grants & Strat. Initiatives Manager, 915-479-0341
Yvette Hernandez, P.E., City Engineer, 915-212-0065

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: No 1: Cultivate an Environment Conducive to Strong, Economic Development
No 7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:
Federal Programs update from the Office of Congresswoman Veronica Escobar

BACKGROUND / DISCUSSION:
The Office of Congresswoman Veronica Escobar will provide an update on federal programs, including the Fiscal Year 2025 Community Project Funding program, the appropriations process, constituent services, and other federal legislative updates.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Yvette Hernandez


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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-270, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Capital Improvement Department, Omar Martinez, (915) 479-0341
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Federal Programs update from the Office of Congressman Tony Gonzales.

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Omar Martinez, Grants & Strat. Initiatives Manager, 915-479-0341
Yvette Hernandez, P.E., City Engineer, 915-212-0065

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: No 1: Cultivate an Environment Conducive to Strong, Economic Development
No 7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:
Federal Programs update from the Office of Congressman Tony Gonzales

BACKGROUND / DISCUSSION:
The Office of Congressman Tony Gonzales will provide an update on federal programs, including the Fiscal Year 2025 Community Project Funding program, the appropriations process, constituent services, and other federal legislative updates.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Yvette Hernandez



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



Legislation Text

File #: 24-261, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

Planning and Inspections, Adriana Martinez, (915) 212-1611

AGENDA LANGUAGE:

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

An Ordinance vacating a portion of city right-of-way over a portion of Paisano Drive as shown on right-of-way map of U.S. Highway 80, Control 1, Section 4, Job 9, City of El Paso, El Paso County, Texas.

Subject Property: Coldwell/Paisano ROW Vacation

Applicant: City of El Paso, SURW23-00014

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: March 12, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Adriana Martinez, (915) 212-1611

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance vacating a portion of city right-of-way over a portion of Paisano Drive as shown on right-of-way map of U.S. Highway 80, Control 1, Section 4, Job 9, City of El Paso, El Paso County, Texas.

Subject Property: Coldwell/Paisano ROW Vacation
Applicant: City of El Paso, SURW23-00014

BACKGROUND / DISCUSSION:

The applicant intends to vacate a segment of Coldwell Street (officially a portion of previous Paisano Drive alignment) to address an existing encroachment. This area lies within a City of El Paso-owned parking lot, with the intention of maintaining its current use. The City Plan Commission recommended 6-0 to approve the proposed right-of-way (ROW) vacation on September 21, 2023. As of February 13, 2024, the Planning Division has not received any communication in support or opposition to the vacation request. The vacated property is proposed to remain under City ownership and control; accordingly, transfer of the appraised value was not applied for this item. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Kevin Smith for Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF CITY RIGHT-OF-WAY OVER A PORTION OF PAISANO DRIVE AS SHOWN ON RIGHT-OF-WAY MAP OF U.S. HIGHWAY 80, CONTROL 1, SECTION 4, JOB 9, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the abutting property owners have requested vacation of the City right-of-way located on a parcel of land being a portion of Paisano Drive as shown on right-of-way map of U.S. Highway 80, Control 1, Section 4, Job 9, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission recommended that a portion of Paisano Drive as shown on right-of-way map of U.S. Highway 80, Control 1, Section 4, Job 9, City of El Paso, El Paso County, Texas, should be vacated and the City Council finds that said portion of right-of-way is not needed for public use and should be vacated as recommended;

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

That a determination has been made that it is in the best interest of the public that the City Right-of-Way located on the property described as Paisano Drive as shown on right-of-way map of U.S. Highway 80, Control 1, Section 4, Job 9, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as **Exhibit “A”** and in the attached survey identified as **Exhibit “B”** and made a part hereof by reference is hereby vacated.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City’s right, title and interest in and to such vacated property to the City of El Paso.

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM

Russell Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for _____
Philip F. Etiwe, Director
Planning & Inspections Department

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of Ten Dollars (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto the City of El Paso (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF PAISANO DRIVE AS SHOWN ON RIGHT-OF-WAY MAP OF U.S. HIGHWAY 80, CONTROL 1, SECTION 4, JOB 9, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this ____ day of _____, 2024.

CITY OF EL PASO

ATTEST:

Cary Westin, Interim City Manager

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for

Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ORDINANCE NO. _____
23-1548 | Tran # 503383 | P&I
Coldwell-Paisano ROW Vacation Ord.
RTA

SURW23-00014

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2024
by Cary Westin, as Interim City Manager for the CITY OF EL PASO.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

AFTER FILING RETURN TO:

City of El Paso
300 N. Campbell
El Paso, Texas 79901

ORDINANCE NO. _____
 23-1548 | Tran # 503383 | P&I
 Coldwell-Paisano ROW Vacation Ord.
 RTA

SURW23-00014

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF A 0.1389 ACRE PARCEL

A 0.1389-ACRE PARCEL OF LAND SITUATE WITHIN THE CORPORATE LIMITS OF THE CITY OF EL PASO, EL PASO COUNTY, TEXAS AS A PORTION OF THE PAISANO DRIVE RIGHT-OF-WAY AS SHOWN ON RIGHT-OF-WAY MAP OF U. S. HIGHWAY 80. CONTROL 1, SECTION 4, JOB 9 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT A TXDOT BRASS CAP RIGHT-OF-WAY MONUMENT FOUND AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAN ANTONIO AVENUE AND THE EAST RIGHT-OF-WAY LINE OF PAISANO DRIVE (U. S. HIGHWAY 80); THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAN ANTONIO AVENUE AND FOLLOWING THE EAST RIGHT-OF-WAY LINE OF PAISANO DRIVE. NORTH 39°21'58" WEST, 74.08 FEET TO A FOUND TXDOT BRASS CAP RIGHT-OF-WAY MONUMENT; THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF PAISANO, NORTH 15°01'33" EAST, 184.40 FEET TO THE BOUNDARY LINE COMMON TO LOTS 3 AND 4, BLOCK 171 CAMPBELL ADDITION FOR THE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

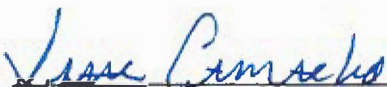
THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF PAISANO DRIVE AND FOLLOWING THE EXTENSION OF THE BOUNDARY LINE COMMON TO SAID LOTS 3 AND 4, SOUTH 74°58'27" WEST, 60.18 FEET TO THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE EXTENSION OF THE BOUNDARY LINE COMMON TO SAID LOTS 3 AND 4 AND FOLLOWING THE WEST FACE OF AN EXISTING ROCK WALL, NORTH 01°37'39" EAST, 209.98 FEET TO THE EAST RIGHT-OF-WAY LINE OF PAISANO DRIVE FOR THE NORTH CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE WEST FACE OF SAID EXISTING ROCK WALL AND FOLLOWING THE EAST RIGHT-OF-WAY LINE OF PAISANO DRIVE, SOUTH 15°01'33" WEST, 201.17 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.1389 ACRES (6,053.2 SQUARE FEET), MORE OR LESS AND BEING SUBJECT TO A UTILITY EASEMENT;

THE BEARINGS LISTED IN THE ABOVE DESCRIPTION ARE REFERENCED TO THE U. S. 80 RIGHT-OF-WAY MAP, CONTROL 1, SECTION 4, JOB 9.



ISAAC CAMACHO
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5337
JULY 11, 2023



SHEET 2 Of 2

REV.	DATE	BY	DESCRIPTION
1	6/28/23	IC	REVISE UTILITY NOTE

EXHIBIT OF A 0.1389-ACRE PARCEL
BEING A PORTION OF PAISANO DRIVE
RIGHT-OF-WAY,
CITY OF EL PASO,
EL PASO COUNTY, TEXAS



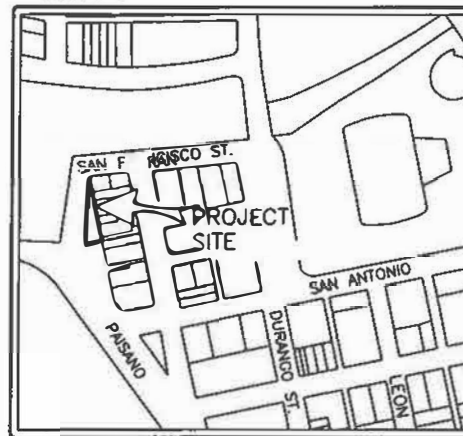
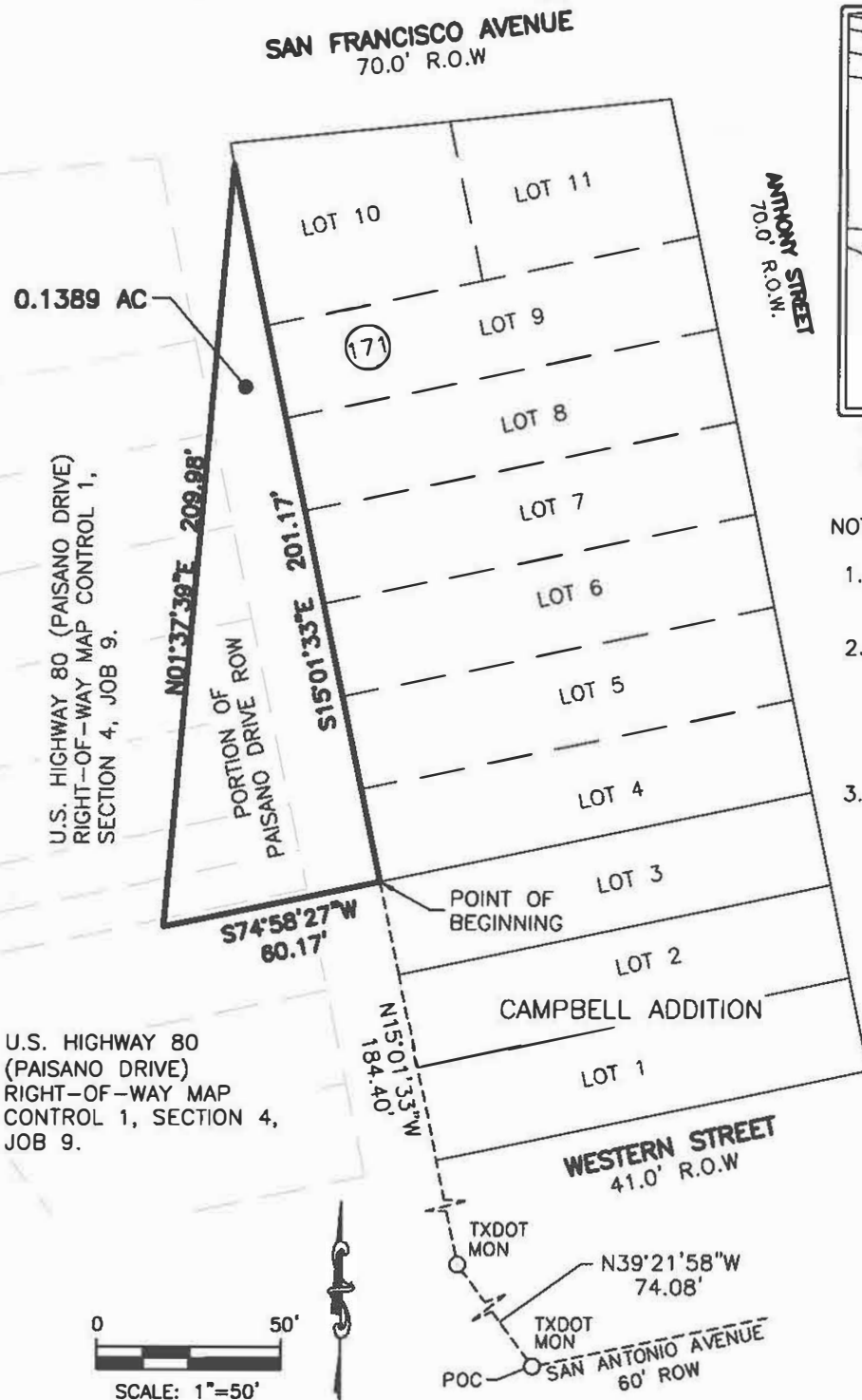
www.fxsa.com

Consulting Civil Engineers & Surveyors

1130 Montana Ave., El Paso, Texas 79902
Ph: (915) 533-4600 Fax:(915)533-4673
(TBPE# F-3584, TBPLS# 100490-00)

DRAWN BY: EA
FXSA JOB NO.S2280EP

EXHIBIT B



VICINITY MAP
SCALE N.T.S

NOTES:

1. BEARINGS LISTED IN THIS EXHIBIT ARE BASED ON U.S. HIGHWAY 80 RIGHT-OF-WAY MAP CONTROL 1, SECTION 4, JOB 9.
2. DISTANCES LISTED ON THIS EXHIBIT ARE BASED ON THE MAP OF BLOCKS 169, 170, AND 171. CAMPBELL ADDITION, PAGE 94, BIG BOOK AND THE MEASURED ROCK WALL ALONG THE WEST BOUND AND OF THE SUBJECT PARCEL.
3. THE ENTIRE 0.1389 ACRES PORTION OF PAISANO R.O.W. IS SUBJECT TO A UTILITY EASEMENT.

LEGEND

- (171) BLOCK NUMBER
- PAISANO DRIVE RIGHT-OF-WAY
- LOT LINES TO BE VACATED BY THIS EXHIBIT

REV.	DATE	BY	DESCRIPTION
1	6/28/23		ADDED NOTE 3

DRAWN BY: EA
FXSA JOB NO. S2280EP

REFERENCES:

1. U.S. HIGHWAY 80 RIGHT-OF-WAY MAP CONTROL 1, SECTION 4, JOB 9, DATED NOVEMBER1, 1946.
2. MAP OF BLOCKS 169, 170, AND 171, CAMPBELL ADDITION, PAGE 94 BIG BOOK, EL PASO CENTRAL APPRAISAL DISTRICT RECORDS.
3. SHERIFF'S DEED FILED IN VOLUME 706, PAGE 553 OF THE EL PASO COUNTY RECORDS.
4. WARRANTY DEED FILED IN VOLUME 2283, PAGE 464, OF THE EL PASO COUNTY RECORDS.
6. WARRANTY DEED FILED IN VOLUME 2457, PAGE 662, OF THE EL PASO COUNTY RECORDS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE EXHIBIT WAS PREPARED USING THE FILED RECORD DEEDS FOR SAID LOTS 4 THROUGH 11 AND U.S. HIGHWAY 80 RIGHT OF MAP CONTROL 1, SECTION 4, JOB 9 FOR SAID PORTION OF PAISANO DRIVE RIGHT-OF-WAY. A GROUND SURVEY OF THE SUBJECT PARCEL WAS NOT PERFORMED. THIS EXHIBIT IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE SUBJECT PARCEL.

Isaac Camacho

ISAAC CAMACHO
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5337
JULY 11, 2023



SHEET 1 Of 2

EXHIBIT OF A 0.1389-ACRE PARCEL
BEING A PORTION OF PAISANO DRIVE
RIGHT-OF-WAY,
CITY OF EL PASO,
EL PASO COUNTY, TEXAS



Consulting Civil Engineers & Surveyors
1130 Montana Ave., El Paso, Texas 79902
Ph: (915) 533-4800 Fax:(915)533-4873
(TBPE# F-3584, TBPLS# 100490-00)

Coldwell/Paisano ROW Vacation



City Plan Commission — September 21, 2023 - **REVISED**

CASE NUMBER/TYPE: SURW23-00014 – Right-of-Way Vacation
CASE MANAGER: Jorge Olmos, (915) 212-1607, OlmosJA@elpasotexas.gov
PROPERTY OWNER: City of El Paso
REPRESENTATIVE: City of El Paso
LOCATION: West of Mesa St. and south of Interstate 10 (District 8)
PROPERTY AREA: 0.1389 acres
ZONING DISTRICT(S): U-P (Union Plaza District)
PUBLIC INPUT: No opposition received as of 9/13/2023

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the Coldwell/Paisano right-of-way (ROW) Vacation.

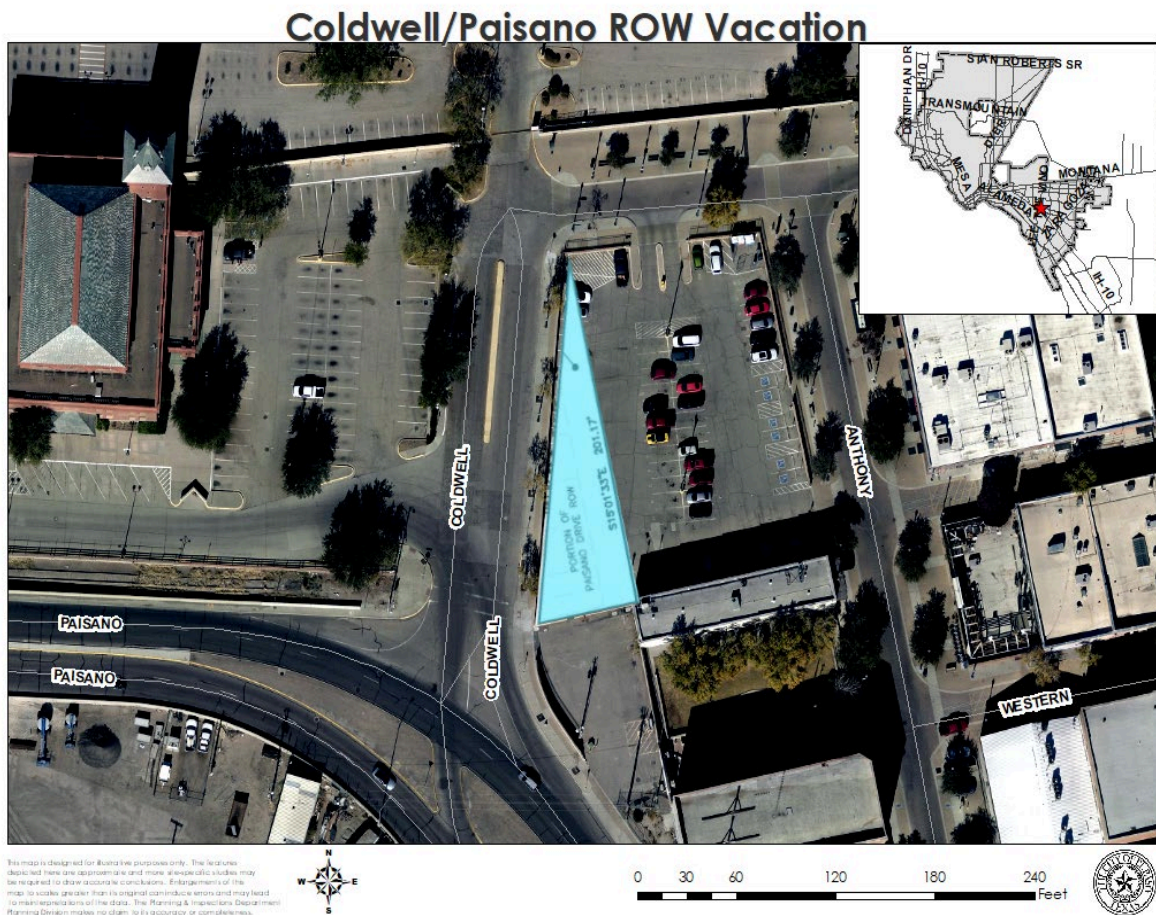


Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is proposing to vacate a 0.1389 acre portion of Coldwell Street (officially a portion of previous Paisano Drive alignment) in order to formalize an existing situation. The area is within an existing City of El Paso-owned parking lot, with the intent to keep the use as a parking lot. The right-of-way is paved, and contains a full-width utility easement, which is to remain. No improvements over the right-of-way are proposed.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	M-1 (Manufacturing) / Commercial development
South	U-P H (Union Plaza/Historic) / Commercial development
East	U-P H (Union Plaza/Historic) / Commercial development
West	U-P H (Union Plaza/Historic) / Commercial development
Nearest Public Facility and Distance	
Park	Union Plaza Park (0.01 miles)
School	Mesita at Vilas Elementary School (0.35 miles)
Plan El Paso Designation	
G1, Downtown	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on September 4, 2023 to all property owners within 200 feet of the subject property. As of September 17, 2023, staff has not received any communication regarding this request.

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

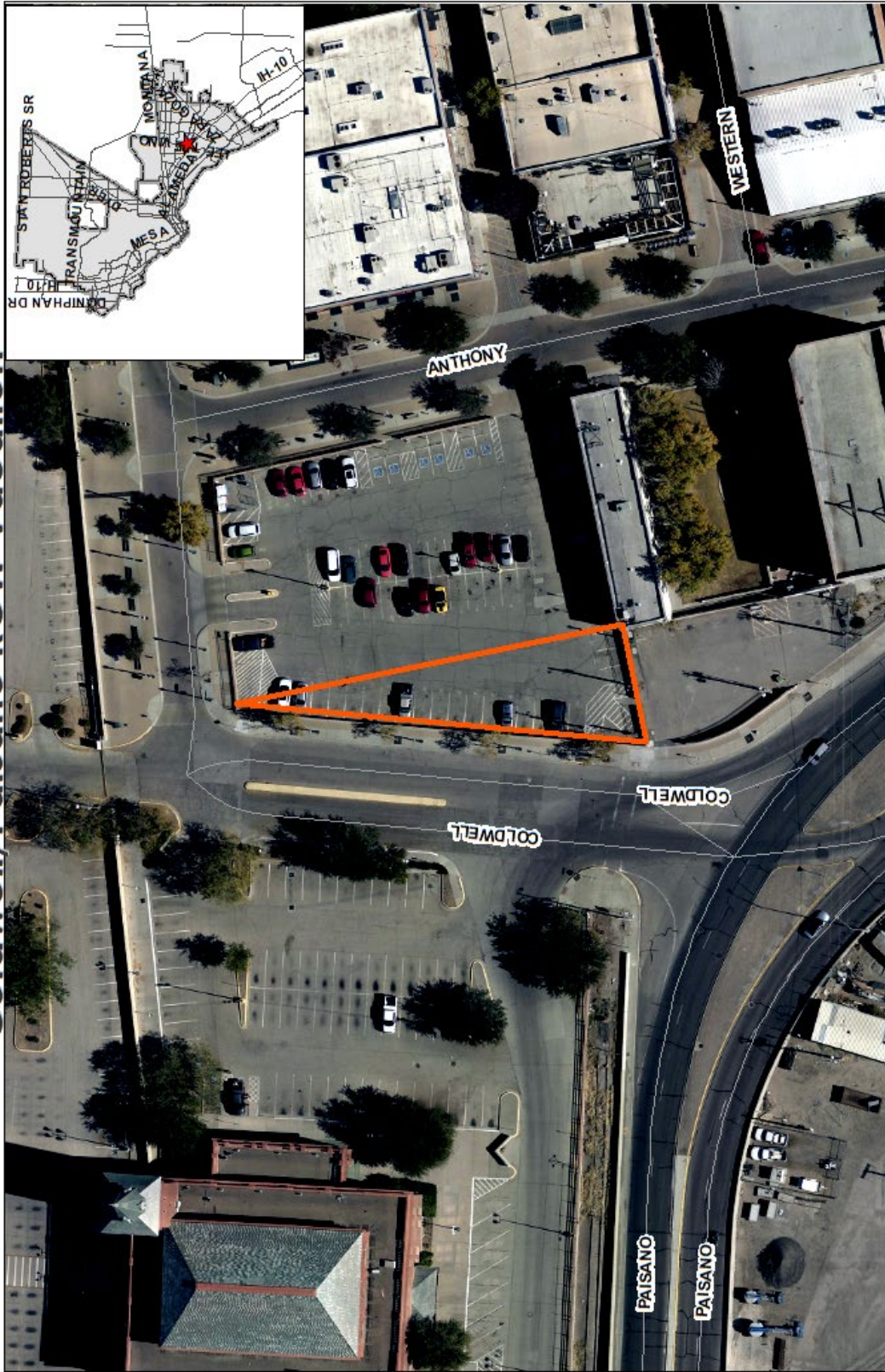
1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

ATTACHMENTS:

1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

ATTACHMENT 1

Coldwell/Paisano ROW Vacation

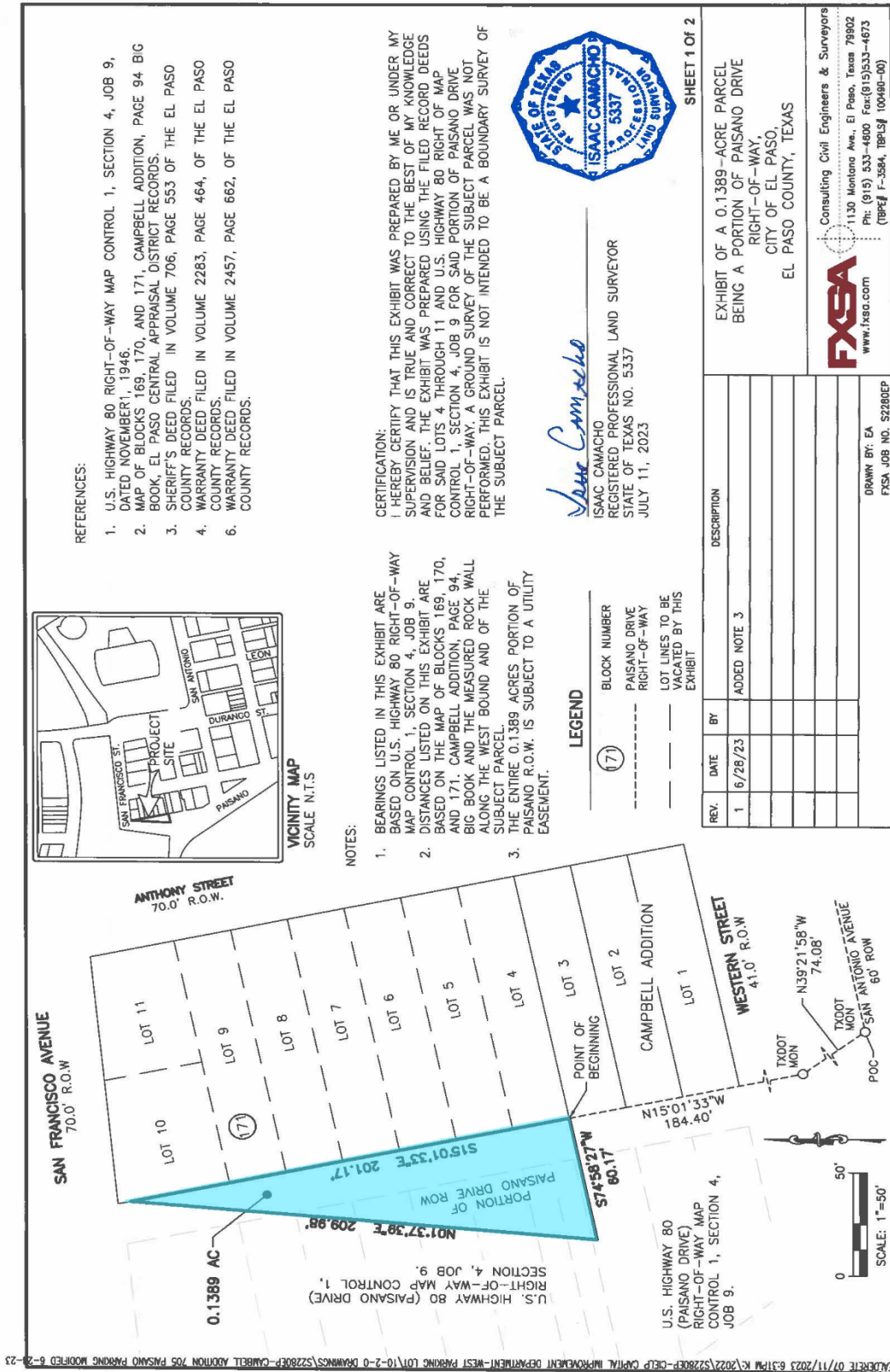


0 30 60 120 180 240 Feet



This map is designed for Board use purposes only. The location depicted here are approximate and more specific studies may be required to draw accurate conclusions. Enhancements of the map are required to draw accurate conclusions. Enhancements of the map are required to draw accurate conclusions. Enhancements of the map are required to draw accurate conclusions. Planning Division makes no claim to its accuracy or completeness.

ATTACHMENT 2



ATTACHMENT 3

METES AND BOUNDS DESCRIPTION OF A 0.1389 ACRE PARCEL

A 0.1389-ACRE PARCEL OF LAND SITUATE WITHIN THE CORPORATE LIMITS OF THE CITY OF EL PASO, EL PASO COUNTY, TEXAS AS A PORTION OF THE PAISANO DRIVE RIGHT-OF-WAY AS SHOWN ON RIGHT-OF-WAY MAP OF U. S. HIGHWAY 80, CONTROL 1, SECTION 4, JOB 9 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT A TXDOT BRASS CAP RIGHT-OF-WAY MONUMENT FOUND AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAN ANTONIO AVENUE AND THE EAST RIGHT-OF-WAY LINE OF PAISANO DRIVE (U. S. HIGHWAY 80); THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAN ANTONIO AVENUE AND FOLLOWING THE EAST RIGHT-OF-WAY LINE OF PAISANO DRIVE, NORTH 39°21'58" WEST, 74.08 FEET TO A FOUND TXDOT BRASS CAP RIGHT-OF-WAY MONUMENT; THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF PAISANO, NORTH 15°01'33" EAST, 184.40 FEET TO THE BOUNDARY LINE COMMON TO LOTS 3 AND 4, BLOCK 171 CAMPBELL ADDITION FOR THE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF PAISANO DRIVE AND FOLLOWING THE EXTENSION OF THE BOUNDARY LINE COMMON TO SAID LOTS 3 AND 4, SOUTH 74°58'27" WEST, 60.18 FEET TO THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE EXTENSION OF THE BOUNDARY LINE COMMON TO SAID LOTS 3 AND 4 AND FOLLOWING THE WEST FACE OF AN EXISTING ROCK WALL, NORTH 01°37'39" EAST, 209.98 FEET TO THE EAST RIGHT-OF-WAY LINE OF PAISANO DRIVE FOR THE NORTH CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE WEST FACE OF SAID EXISTING ROCK WALL AND FOLLOWING THE EAST RIGHT-OF-WAY LINE OF PAISANO DRIVE, SOUTH 15°01'33" WEST, 201.17 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.1389 ACRES (6,053.2 SQUARE FEET), MORE OR LESS AND BEING SUBJECT TO A UTILITY EASEMENT;


THE BEARINGS LISTED IN THE ABOVE DESCRIPTION ARE REFERENCED TO THE U. S. 80 RIGHT-OF-WAY MAP, CONTROL 1, SECTION 4, JOB 9.

Isaac Camacho

ISAAC CAMACHO
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5337
JULY 11, 2023



SHEET 2 OF 2

REV.	DATE	BY	DESCRIPTION	EXHIBIT OF A 0.1389-ACRE PARCEL BEING A PORTION OF PAISANO DRIVE RIGHT-OF-WAY, CITY OF EL PASO, EL PASO COUNTY, TEXAS
1	6/28/23	IC	REVISE UTILITY NOTE	
				 FXSA Consulting Civil Engineers & Surveyors 1130 Montana Ave., El Paso, Texas 79902 Ph: (915) 533-4800 Fax: (915) 533-4673 (TBPE# F-3584, TBPLS# 100490-00)
DRAWN BY: EA FXSA JOB NO. S2280EP				

ATTACHMENT 4



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 05/18/2023

File No. _____

1. APPLICANTS NAME City of El Paso - Sun Metro

ADDRESS 10151 Montana Ave., El Paso, Texas

ZIP CODE 79925

TELEPHONE (915) 212-3317

2. Request is hereby made to vacate the following: (check one)

Street ☒ Alley ☐ Easement ☐ Other ☐

Street Name(s) Paisano Dr. aka Coldwell St.

Subdivision Name Campbell Addition

Abutting Blocks 171

Abutting Lots Lots 3-10

3. Reason for vacation request: Portion of street is within an existing City-owned parking lot

4. Surface Improvements located in subject property to be vacated:

None ☐ Paving ☒ Curb & Gutter ☐ Power Lines/Poles ☐ Fences/Walls ☐ Structures ☐ Other ☐

5. Underground Improvements located in the existing rights-of-way:

None ☐ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer ☐ Storm Drain ☐ Other ☒

6. Future use of the vacated right-of-way:

Yards ☐ Parking ☒ Expand Building Area ☐ Replat with abutting Land ☐ Other ☐

7. Related Applications which are pending (give name or file number):

Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☐ Other ☐

8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
<u>Anthony R. DeKeyser</u>	<u>Lots 2-10, Block 171, Campbell Addition</u>	<u>(915) 212-3306</u>
<u>Letter of Concurrence w/owner's signature attached</u>	<u>Lot 3, Block 171, Campbell Addition</u>	<u>(915) 203-3870</u>

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE: Sam C. Kelly REPRESENTATIVE SIGNATURE: Anthony R. DeKeyser

REPRESENTATIVE (PHONE): Anthony DeKeyser @ (915) 212-3306 / David Samaniego @ (915) 335-5960

REPRESENTATIVE (E-MAIL): dekeyzerar@elpasotexas.gov; SamaniegoDC@elpasotexas.gov

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

Planning & Inspections Department
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

ATTACHMENT 5

Planning and Inspections Department- Planning Division

No objections to the proposed right-of-way (ROW) vacation.

Planning and Inspections Department- Land Development Division

No objections.

Parks and Recreation Department

No objections.

Sun Metro

No comments received.

Fire Department

No comments received.

Streets and Maintenance Department

No objections.

Capital Improvement Department

No comments received.

El Paso Water

EPWater-PSB does not object to this request. EPWater does not have facilities within the proposed area to be vacated.

Water:

There is an existing 12-inch diameter water main that extends along Coldwell St., located approximately 5-feet west of the east street curb.

Sanitary Sewer:

There is an existing 10-inch diameter sanitary sewer main that extends along the west side of Coldwell St.

General:

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Texas Gas

The main(s) and/or service line(s) locations depicted on the plans are for reference only. The designer is responsible for requesting line locates to verify existing infrastructure on the field and to notify TGS if the proposed improvements will conflict with any of our existing facilities before the construction commencement. It is also the responsibility of the construction contractor to contact Texas811 to locate lines before any excavation. In addition, please note that any high-pressure mains require a TGS stand-by crew during any work within the vicinity of the existing high-pressure main. TGS must be notified 48 hours before any construction and/or ground

disturbance within the area of the TGS high-pressure mains. Please let us know if you have any questions regarding the exhibits provided.

Texas Gas Service Data Disclaimer

While Texas Gas Service makes every effort to maintain and distribute accurate information, it makes no warranties and/or representations of any kind regarding information, data provided, nor are any such warranties to be implied with respect to the information, data furnished herein.

As consideration for providing the attached data, Texas Gas Service requires that the user agree as follows:

- The use of such data shall be at the user's risk. The user acknowledges that it is responsible for assessing the accuracy and reliability of the data or information provided.
- In no event shall Texas Gas Service, its employees, officers or agents become liable or responsible for any use of this data or any consequential damages monetary or otherwise, which may result from the use of this data.
- The user agrees to indemnify, defend, and hold harmless Texas Gas Service, and its employees, officers and agents for any and all liability of any nature arising in connection with its of the information or data, and any inaccuracies therein.
- The user shall not distribute the information provided to any other person or entity without the prior written consent of Texas Gas Service.

El Paso Electric

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

The requestor shall submit grading and drainage plans for TxDOT review. Any proposed work on US-85 (TxDOT ROW) would require a permit.

El Paso County

No comments received.

El Paso County Water Improvement District #1

No objections.



Legislation Text

File #: 24-264, 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 7

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

Planning and Inspections, Saul J. G. Pina, (915) 212-1612

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Lot 32, Block 14-C, Vista Del Sol Unit 10, Replat B, 1150 Vista De Oro Drive, City of El Paso, El Paso County Texas from P-I (Planned Industrial) 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: 1150 Vista De Oro Drive

Applicant: Rogers Properties, LLC., PZRZ23-00032

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: March 26, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Saul J. G. Pina, (915) 212-1612

DISTRICT(S) AFFECTED: District 7

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of Lot 32, Block 14-C, Vista Del Sol Unit 10, Replat B, 1150 Vista De Oro Drive, City of El Paso, El Paso County Texas from P-I (Planned Industrial) 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: 1150 Vista De Oro Drive
Applicant: Rogers Properties, LLC., PZRZ23-00032

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from P-I (Planned Industrial) to C-3 (Commercial) to allow for a public school. City Plan Commission recommended 5-2 to approve the proposed rezoning with two (2) conditions on January 25, 2024. As of February 13, 2024, the Planning Division received one (1) phone call and 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

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

DEPARTMENT HEAD:

Kevin Smith for Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF LOT 32, BLOCK 14-C, VISTA DEL SOL UNIT 10, REPLAT B, 1150 VISTA DE ORO DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM P-I (PLANNED INDUSTRIAL) TO C-3 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of **Lot 32, Block 14-C, Vista Del Sol Unit 10, Replat B, 1150 Vista De Oro Drive**, located in the City of El Paso, El Paso County, Texas, be changed from **P-I (Planned Industrial)** to **C-3 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased density of use generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or any certificates of completion.
2. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of any certificates of occupancy or certificates of completion. At the time of the detailed site development plan review, the traffic engineer shall review and determine if a Traffic Impact Analysis (TIA) will be required. If required, the TIA shall be approved prior to the issuance of any certificates of occupancy or certificates of completion.

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 _____, 2024.

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor


Laura D. Prine
City Clerk

(Additional signatures on following page)

ORDINANCE NO. _____


PZRZ23-00032

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

PZRZ23-00032

1150 Vista De Oro

City Plan Commission — January 25, 2024

REZONING



CASE NUMBER: PZRZ23-00032 **REVISED**
CASE MANAGER: Saul J. G. Pina, (915) 212-1612, PinaSJ@elpasotexas.gov
PROPERTY OWNER: Rogers Properties, LLC
REPRESENTATIVE: Conde, Inc.
LOCATION: 1150 Vista De Oro Dr. (District 7)
PROPERTY AREA: 1.83 acres
REQUEST: Rezone from P-I (Planned Industrial) to C-3 (Commercial)
RELATED APPLICATIONS: None
PUBLIC INPUT: One (1) phone call and one (1) email in support as of January 25, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from P-I (Planned Industrial) to C-3 (Commercial) to allow for the use of public school.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL with CONDITIONS** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-7, Industrial and/or Railyards future land use designation. The conditions being the following:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.
2. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the detailed site development plan review, the traffic engineer shall review and determine if a Traffic Impact Analysis (TIA) will be required. If required, the TIA shall be approved prior to the issuance of any certificates of occupancy or certificates of completion.

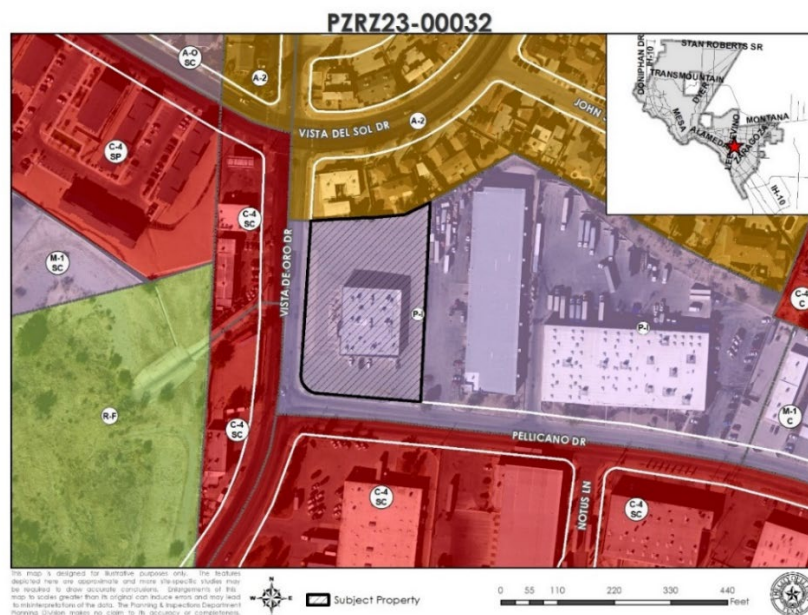


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from P-I (Planned Industrial) to C-3 (Commercial) to allow for the proposed use of school. The property is approximately 1.83 acres in size. The conceptual site plan shows a one (1) story building with an area of approximately 15,000 square feet. 105 parking spaces are to be proposed. The subject property will be accessible through Vista De Oro Drive and Pellicano Drive. The conceptual plan is not being reviewed for zoning requirements under Title 20 of El Paso City Code. Drainage, landscaping, and other requirements will be reviewed during the building permit stage.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with similar commercial uses within the area. Properties to the north include duplexes (two-family dwellings) zoned A-2 (Apartment); properties to the south include general warehouses zoned C-4 (Commercial); properties to the east include general warehouses, zoned P-I (Planned Industrial); and properties to the west include a motor vehicle repair, zoned C-4/sc (Commercial/special contract). The nearest school, El Paso Academy – East (9-12) Charter School, is 0.8 miles and the nearest park, Reese McCord Park, is 1.2 mile in proximity to the site.

REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-7, Industrial: This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</p>	<p>Yes. The proposed development is compatible with the future land use designation, due to the previous land use becoming obsolete. The proposed zoning district will integrate with the surrounding commercial and residential zoning districts and contribute to a mix of uses on the area.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-3 (Commercial) District: The purpose of this district is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. The proposed zoning is compatible with commercial uses as it will provide support services to the neighboring residential zoning districts.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. Access to the subject property is provided from Vista De Oro Drive and Pellicano Drive. Both of these roadways are classified as a minor arterial under the City of El Paso's Major Thoroughfare Plan (MTP). The classification of these roads is appropriate for the proposed development as these two (2) roadways connect to neighboring residential and commercial uses together with Interstate 10.</p>

REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.	None. The property is not located within any historic districts nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	None. The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	Yes. The area is stable, with most of the zoning districts being C-4 (Commercial). Commercial and industrial establishments are predominant in the area, with apartment zoning located to the north.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development is accessible through Vista De Oro Drive and Pellicano Drive. Both roadways are classified as minor arterials on the City of El Paso's Major Thoroughfare Plan (MTP) and are adequate for the connectivity to other low intensity commercial establishments. Improvements will be required to accommodate the proposed use to an existing development. The closest bus stop, located on Vista Del Sol Drive, is 0.06 miles in proximity to the proposed development.

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

PUBLIC COMMENT: The subject property does not lie within any neighborhood associations. Notices were sent to property owners within 300 feet of the subject property on January 12, 2024. As of January 25, 2024, the Planning Division received one (1) phone call and one (1) email in support of the rezoning request.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

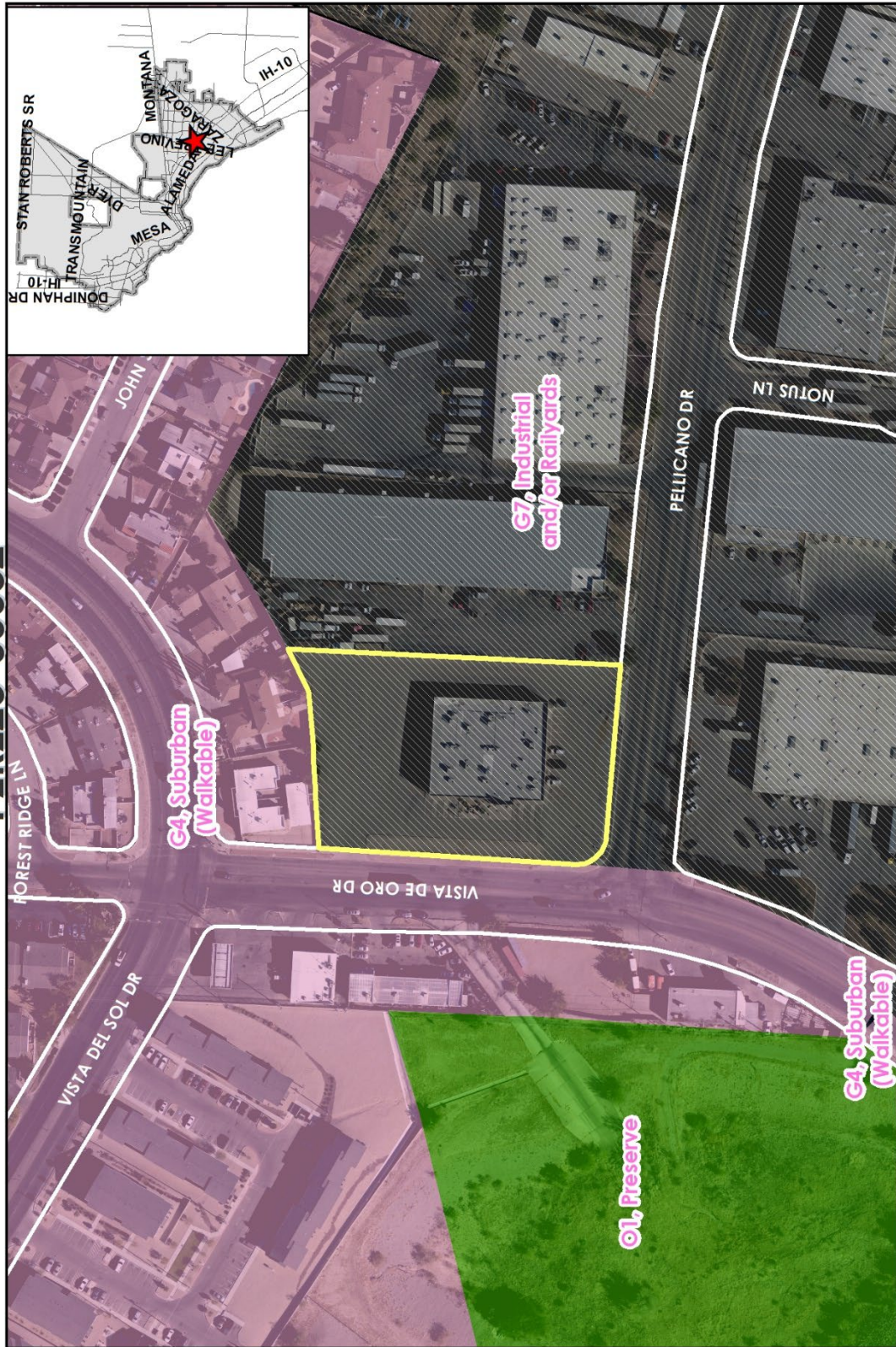
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval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

ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Public Input

ATTACHMENT 1

PZR23-00032



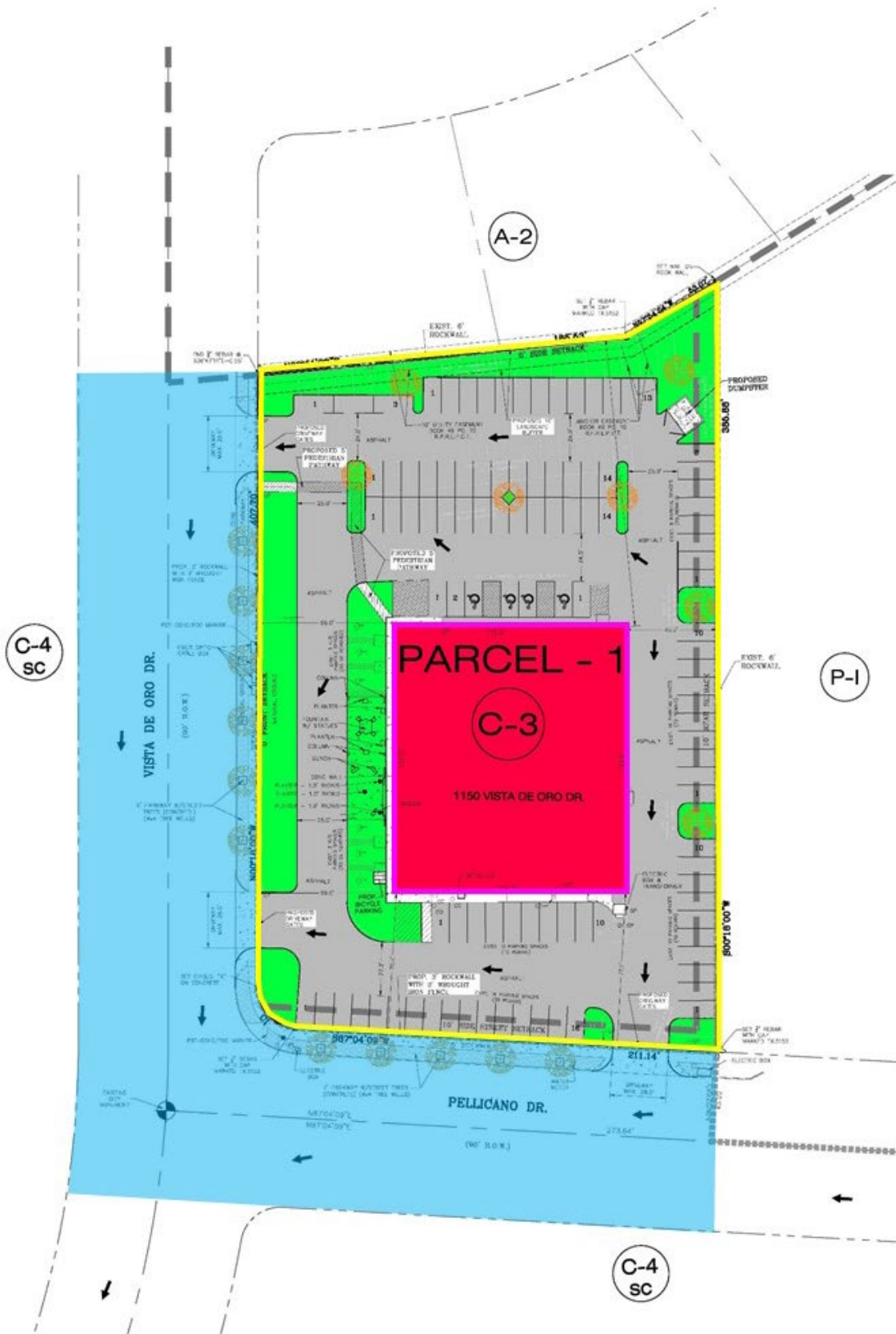
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The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



Subject Property



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **approval with conditions** of the rezoning request subject to the following:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.
2. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the detailed site development plan review, the traffic engineer shall review and determine if a Traffic Impact Analysis (TIA) will be required. If required, the TIA shall be approved prior to the issuance of any certificates of occupancy or certificates of completion.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval:

1. The generalized site plan is not being reviewed for conformance due to conceptual nature.
2. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

No objections to the proposed rezoning.

Fire Department

No adverse comments.

Police Department

No comments provided.

Environment Services

No comments provided.

Streets and Maintenance Department

Traffic Impact Analysis (TIA) is required.

Note: Comment addressed by the proposed condition.

Sun Metro

No comments provided.

El Paso Water

EPWater does not object to this request.

Water:

There is an existing 12-inch diameter water main extending along Vista De Oro Dr. The water main is located approximately 20-ft west of the eastern right-of-way. This main is available for service.

There is an existing 12-inch diameter water main extending along Pellicano Dr. The water main is located approximately 21-ft south of the northern right-of-way. This main is available for service.

Previous water pressure readings from fire hydrant # 3627 located 619-feet east of the intersection of Vista De Oro Dr. and Pellicano Dr., have yielded a static pressure of 104 pounds per square inch, a residual pressure of 90 pounds

per square inch, and a discharge flow of 1443 gallons per minute. The lot owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate a 2-inch water meter serving the subject property. The service address for this meter is 1150 Vista Del Oro Dr.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Vista Del Sol Dr. The sanitary sewer main is located approximately 40-ft west of the eastern right-of-way. This main is available for main service.

There is an existing 8-inch diameter sanitary sewer main extending along Pellicano Dr. The water main is located approximately 40-ft north of the southern right-of-way. This main is available for service.

General:

EPWater requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

EPWater-SW has no objections to this proposal. However, we recommend using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

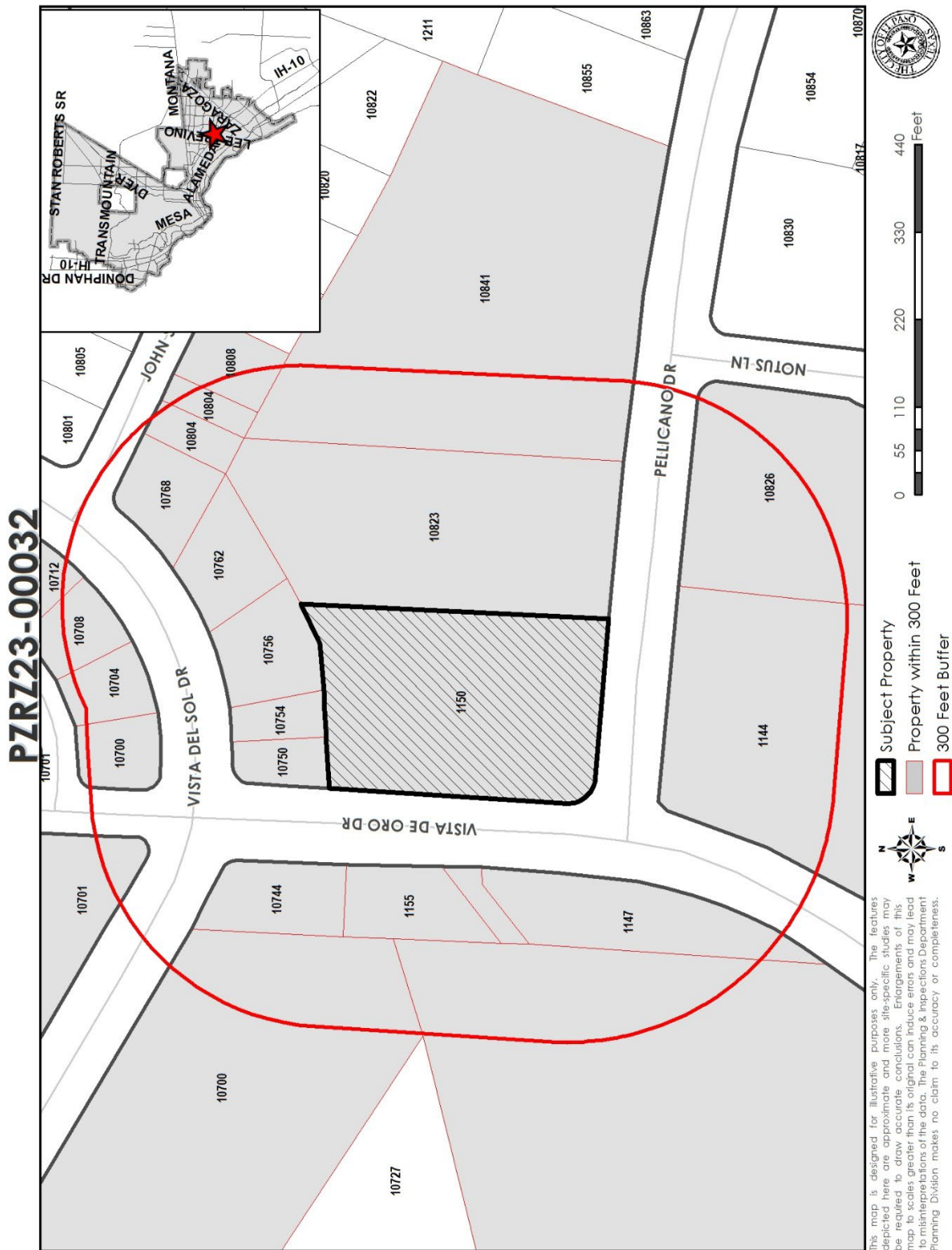
Texas Department of Transportation

No comments provided.

El Paso County Water Improvement District No. 1

No comments provided.

ATTACHMENT 4



ATTACHMENT 5

From: [Jim McKinley](#)
To: [Pina, Saul J.](#)
Subject: Case: PZRZ23-00036 - 1150 Vista De Oro Drive
Date: Thursday, January 25, 2024 11:45:31 AM

You don't often get email from jim.mckinley@uncommonlogic.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.

To whom it may concern,

This email concerns Case: PZRZ23-00036 - 1150 Vista De Oro Drive. My name is Jim McKinley, and I am the managing member of Pellicano Holdings, LLC. We own the property next door to the subject property. Our building address is: 10823 Pellicano Dr., El Paso, TX 79935.

The ownership of Pellicano Holdings, LLC is in favor of education and opening new schools. However, we are concerned given that our property and the property next to us are active warehouses with large trucks regularly coming, dropping things off, and picking stuff up. Will there be an issue with large trucks driving near a school?

If the school were to be approved, would that limit the use of our property in the future or bring new restrictions and/or rules on the existing warehouse? The warehouse has been on this site since 1982.

If having the zoning changed next door would bring about either safety issues with students or restrictions on the warehouse operations on our site, we would be against rezoning the 1150 Vista De Oro Drive property. However, if there are no safety concerns or additional restrictions/regulations on our property, then we are for the rezoning.

Thank you,

Jim McKinley
Manager, Pellicano Holdings, LLC
512-695-1752



Legislation Text

File #: 24-266, 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 2

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

Planning and Inspections, Saul J. G. Pina, (915) 212-1612

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tract 92, Map of Sunrise Acres No. 2, 4707 Atlas Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment), 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: 4707 Atlas Avenue

Applicant: Helmut Group Inc., PZRZ23-00036

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: March 26, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Saul J. G. Pina, (915) 212-1612

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 a portion of Tract 92, Map of Sunrise Acres No. 2, 4707 Atlas Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment), 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: 4707 Atlas Avenue
Applicant: Helmut Group Inc., PZRZ23-00036

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the use of apartments. City Plan Commission recommended 7-0 to approve the proposed rezoning with a condition on January 25, 2024. As of February 13, 2024, the Planning Division received one (1) email in opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Kevin Smith for Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 92, MAP OF SUNRISE ACRES NO. 2, 4707 ATLAS AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO A-2 (APARTMENT), AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *a portion of Tract 92, Map of Sunrise Acres No. 2, 4707 Atlas Avenue, located in the City of El Paso, El Paso County, Texas*, and as more particularly described by metes and bounds on the attached Exhibit “A”, incorporated by reference, be changed from **R-4 (Residential)** to **A-2 (Apartment)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

(Signatures on following page)

ORDINANCE NO. _____

HQ24-2117/Tran#510699/P&I

Rezoning 4707 Atlas

RTA

Page 1 of 2

Zoning Case No: PZRZ23-00036

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

ATTEST:

Oscar Leeson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for

Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

BEING A PORTION OF TRACT 92,
MAP OF SUNRISE ACRES NO. 2, (RECORDED IN VOLUME 2, PAGE 7),
CITY OF EL PASO, EL PASO COUNTY, TEXAS
SEPTEMBER 01, 2023

**METES AND BOUNDS
4707 ATLAS**

Description of a parcel of land being a portion of Tract 92, Map Of Sunrise Acres No. 2, Recorded in Volume 2, Page 7, City Of El Paso, El Paso County Texas, and being more particularly described by metes and bounds as follows:

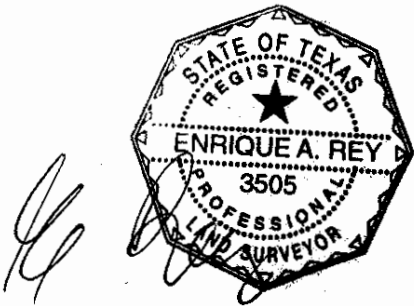
THE POINT OF BEGINNING beingt the southwest corner of said Tract 92, said point lying on the northerly right-of-way line of Atlas Avenue;

THENCE, leaving said right-of-way line of Atlas Avenue, North 01° 11' 00" West, a distance of 288.71 feet to a point being the northwest corner of Tract 92;

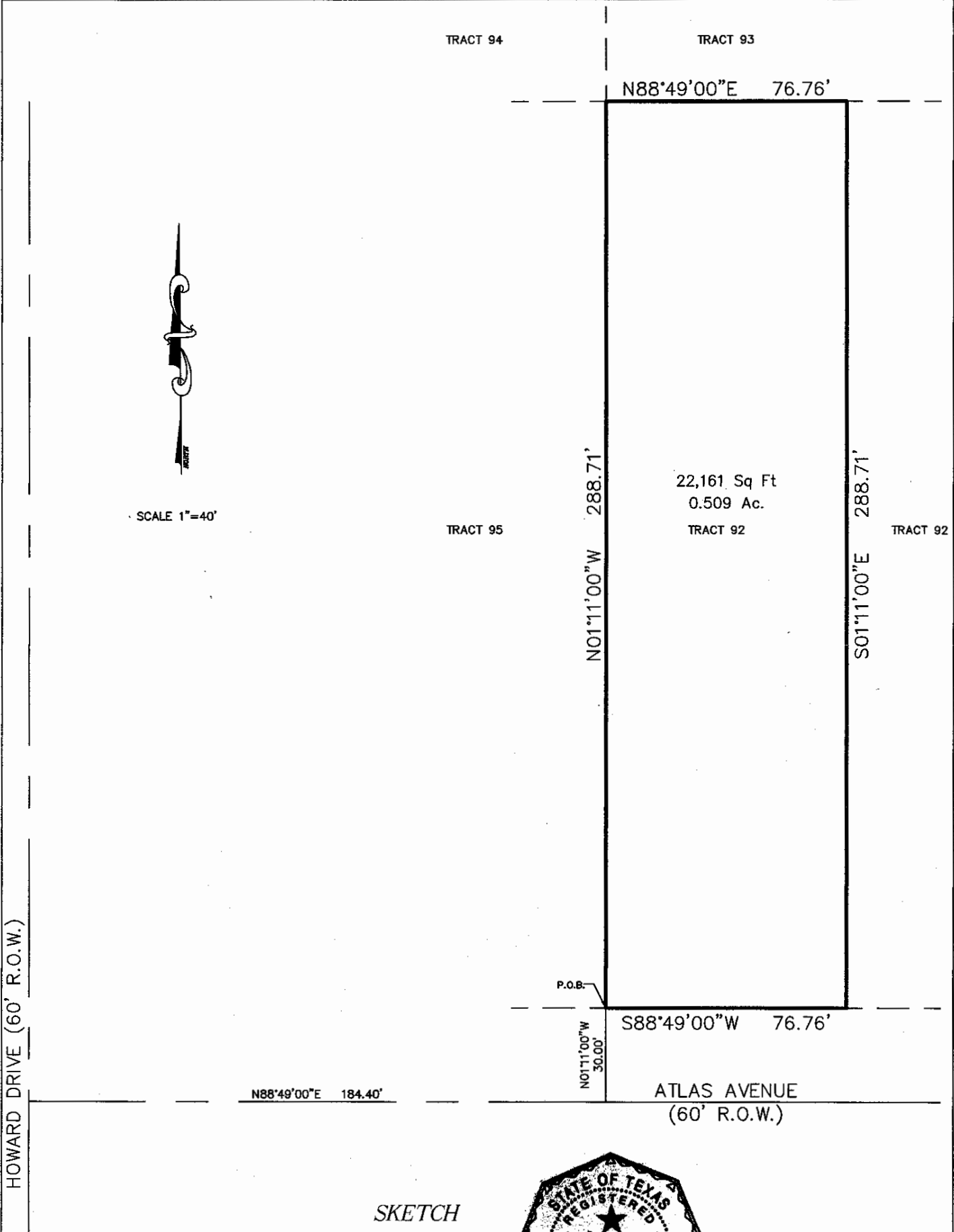
THENCE, North 88° 49' 00" East, a distance of 76.76 feet to a point;

THENCE, South 01° 11' 00" East, a distance of 288.71 feet to a point at its intersection with the northerly right-of-way line of Atlas Avenue;

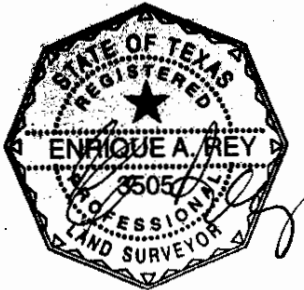
THENCE, along said right-of-way line of Atlas Avenue South 88° 49' 00" West, a distance of 76.76 feet to the **POINT OF BEGINNING** of the herein described parcel of land and containing 22,161 square feet or 0.509 acres of land more or less.



ENRIQUE A. REY
R.P.L.S. TX 3505
REY ENGINEERING INC.
9434 VISCOUNT STE. 148
EL PASO TEXAS, 79925
(915) 633-8070



SKETCH



PLAT OF SURVEY BEING
A PORTION OF TRACT 92
MAP OF SUNRRISE ACRES NO. 2
CITY OF EL PASO, EL PASO COUNTY, TEXAS
RECORDED IN VOLUME 2, PAGE 7
EL PASO COUNTY RECORDS
(AS DESCRIBED BY METES AND BOUNDS ATTACHED
HERETO MADE PART HEREOF)

D.M.	AUGUST 31, 2023
JOB NO. 2023-	

REY ENGINEERING INC.
CONSULTING ENGINEERING-SURVEYING-LAND PLANNING
9434 VISCOUNT DR. SUITE 148 EL PASO TEXAS, 79925
PH. (915)309-1889 FAX (915) 633-8060
TEXAS FIRM REGISTRATION F-3368

4707 Atlas

City Plan Commission — January 25, 2024

REZONING



CASE NUMBER: PZRZ23-00036 **REVISED**
CASE MANAGER: Saul J. G. Pina, (915) 212-1612, PinaSJ@elpasotexas.gov
PROPERTY OWNER: Helmut Group Inc.
REPRESENTATIVE: Ray Mancera
LOCATION: 4707 Atlas Ave. (District 2)
PROPERTY AREA: 0.5 acres
REQUEST: Rezone from R-4 (Residential) to A-2 (Apartment)
RELATED APPLICATIONS: None
PUBLIC INPUT: One (1) email in opposition as of January 18, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the use of apartments.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL with a CONDITION** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-3, Post-War future land use designation. The condition is the following:

That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

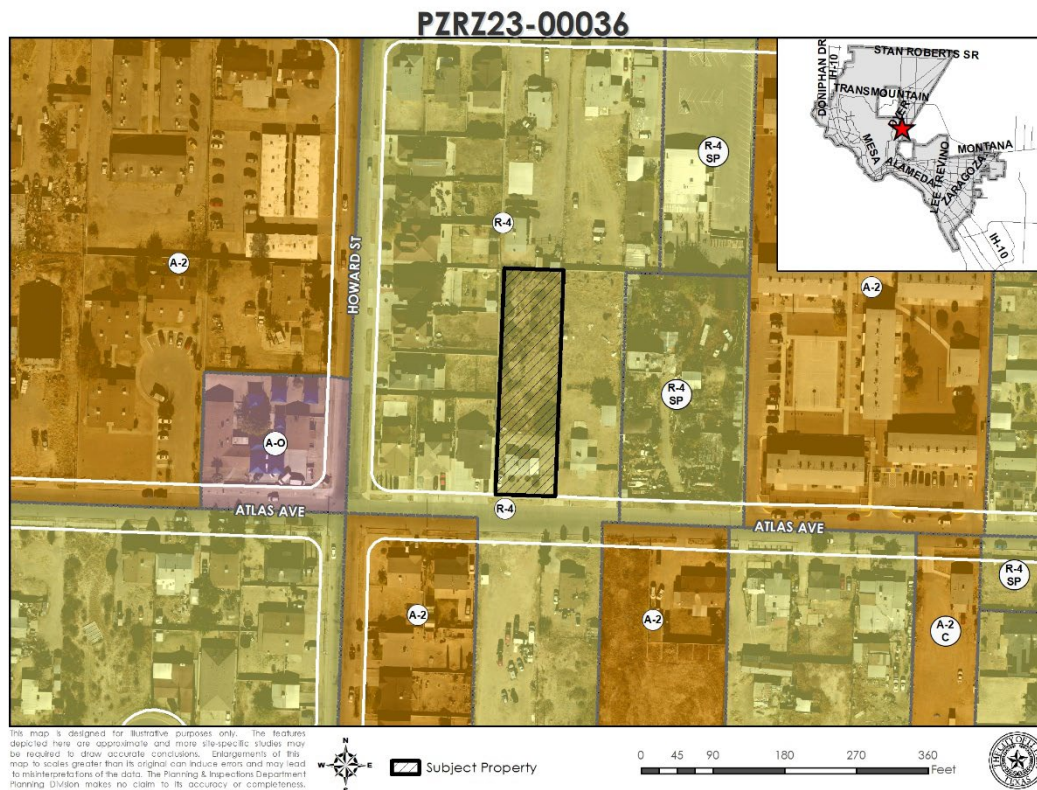


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for apartments. The property is approximately 0.5 acres in size. The conceptual site plan shows a two (2) story apartment building with fourteen (14) proposed units and thirty (30) proposed parking spaces. Per A-2 (Apartment) zone district, a 50% open space is required. Main access to the property is proposed from Atlas Avenue. The conceptual plan is not being reviewed for zoning requirements under Title 20 of El Paso City Code. Drainage, landscaping, and other requirements will be reviewed during the building permit stage.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with the various types of residential housing within the area. Properties to the north, east, and west include single-family dwellings zoned R-4 (Residential) and properties to the south include a vacant property zoned R-4 (Residential). The nearest school, Sunrise Mountain Elementary School, is 0.6 miles and the nearest park, Wainwright Park, is 1.0 mile in proximity to the site.

REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed development is compatible with the future land use designation as it will provide mixed housing types already emergent in the area.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>A-2 (Apartment) District: The purpose of these districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes. The proposed zoning is compatible with residential housing types and other apartments in the immediate vicinity. The proposed apartments will not only integrate with surrounding residential dwellings but will preserve the character of the neighborhood.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property has access to Atlas Avenue, which is designated as a local road in the City's Major Thoroughfare Plan. The classification of this road is appropriate for the proposed development as it connects to other residential neighborhoods and commercial establishments on the area's periphery.</p>

REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.	None. The property is not located within any historic districts nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	None. The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	Yes. The area is in transition to mixed residential zoning. In the last 10 years, nearby areas have changed zoning from R-4 (Residential) to A-2 (Apartment), R-MU (Residential Mixed Use) to R-4 (Residential), and R-4 (Residential) to R-MU (Residential Mixed Use) to permit various types of residential uses in the area.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Primary access is proposed from Atlas Avenue, a road classified as local on the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate for the proposed development and the various types of mixed housing on the area. There are existing sidewalks along Atlas Avenue that provide pedestrian access to the site. The closest bus stop, located on Dyer Street, is 0.50 miles in proximity to the proposed development.

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

PUBLIC COMMENT: The subject property lies within the Mountain View Neighborhood Association and Logan Sunrise Neighborhood Association. The applicant contacted all neighborhood associations prior to January 25, 2024. Notices were sent to property owners within 300 feet of the subject property on January 12, 2024. As of January 18, 2024, the Planning Division received one (1) email in opposition to the rezoning request.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)

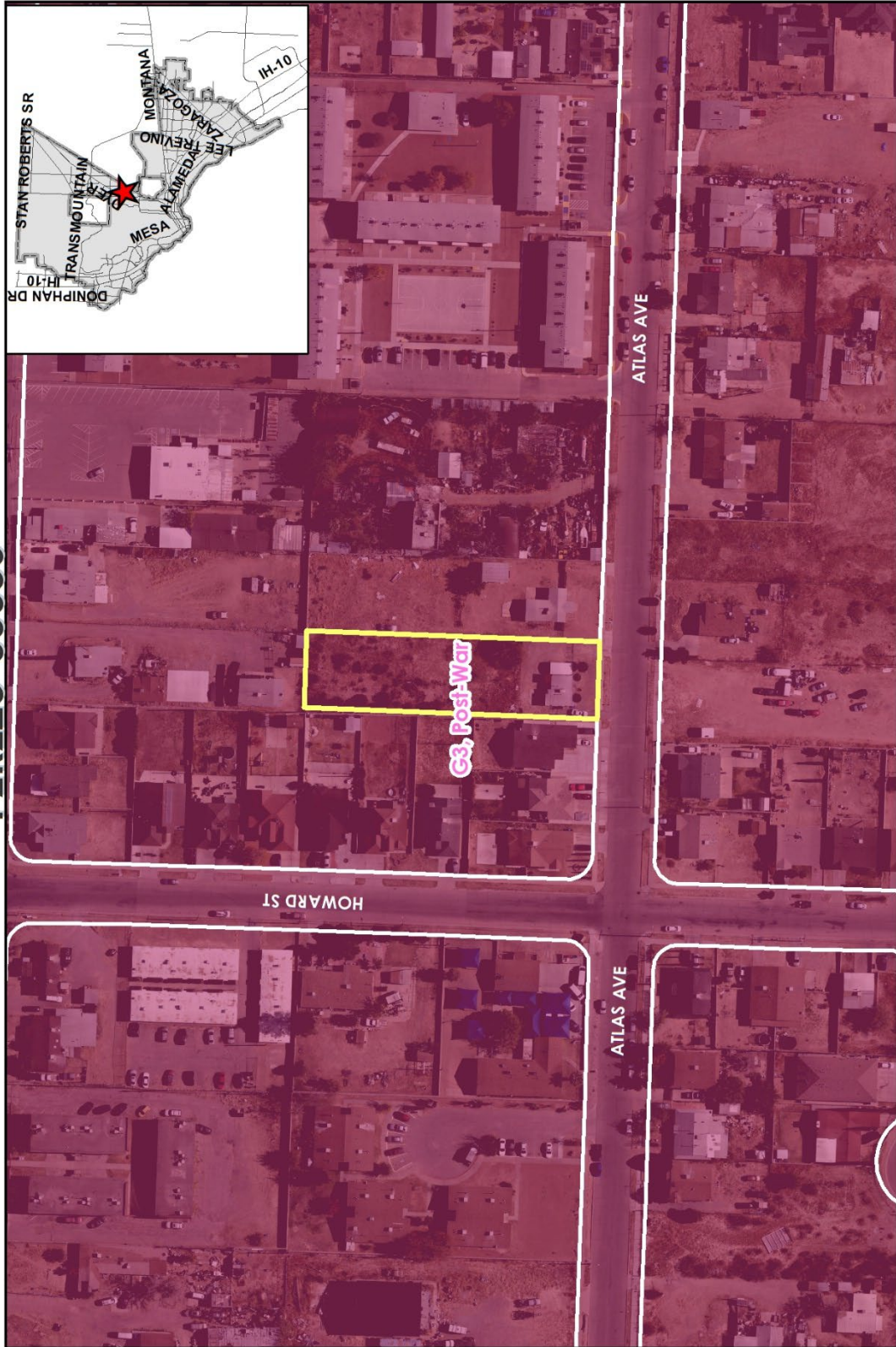
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Public Input

ATTACHMENT 1

PZR23-00036

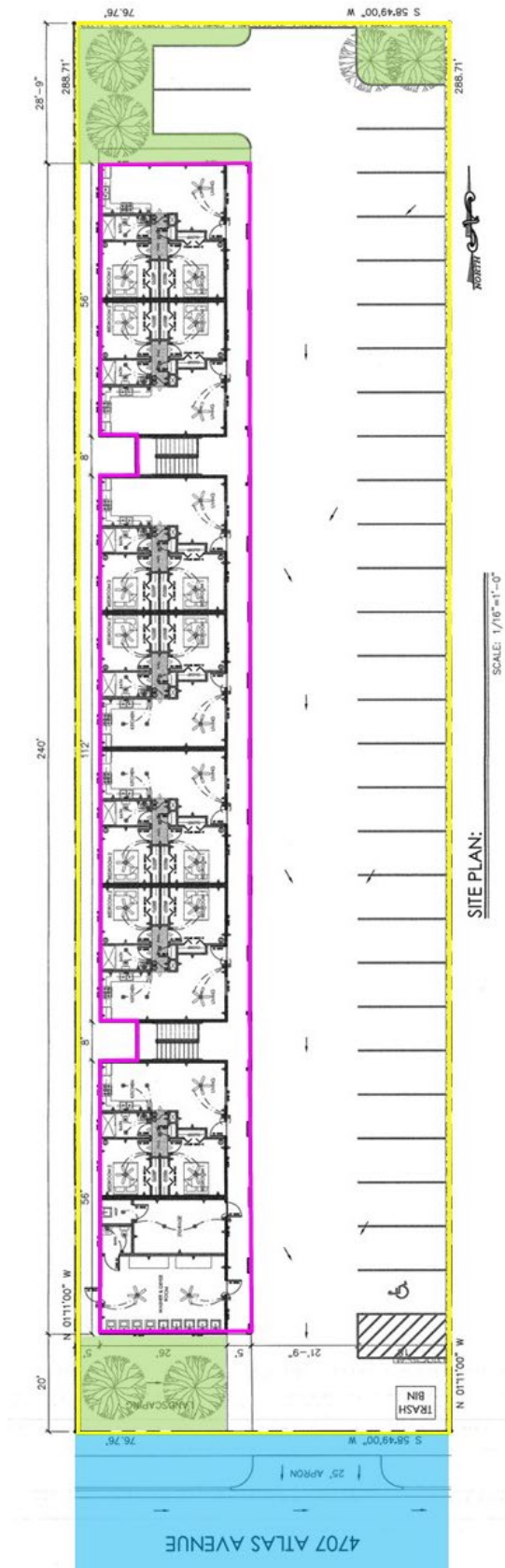


This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The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

Subject Property



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL with a CONDITION** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-3, Post-War future land use designation. The condition is the following:

That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval with condition:

1. Remove Landscaping Summary table. The generalized site plan is not being reviewed for conformance due to conceptual nature.
2. 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.

Note: Conceptual plan will not be reviewed for compliance

Planning and Inspections Department – Land Development

Recommend approval:

1. All storm-water runoff discharge volumes including fill displacement shall be retained within this subdivision's limits in compliance with the provision of (DSC PANEL 1-4C-J, 19.19.010A and DDM 11.1).
2. The property is in flood zone area "A3". An Elevation Certificate is required at the time of grading permit.

Fire Department

Recommend approval, no adverse comments.

Police Department

No comments provided.

Environment Services

No comments provided.

Streets and Maintenance Department

1. Plans need to specify city list of acceptance of plant or tree materials
2. Show location of bike racks
3. Sidewalks and driveway to be City Standards
4. TIA not required.

Sun Metro

No comments provided.

El Paso Water

EPWater does not object to this request.

Water:

There is an existing 6-inch diameter water main extending along Atlas Avenue. This water main is available for service.

Previous water pressure from fire hydrant #0204 located at northeast corner of Atlas Avenue and MT Latona Drive, has yielded a static pressure of 100 psi, a residual pressure of 90 psi, and a discharge of 1,300 gallons per minute. The owner should, for his own protection and at his own expense shall 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 water pressure regulator device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Atlas Avenue. 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 to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Texas Department of Transportation

No comments provided.

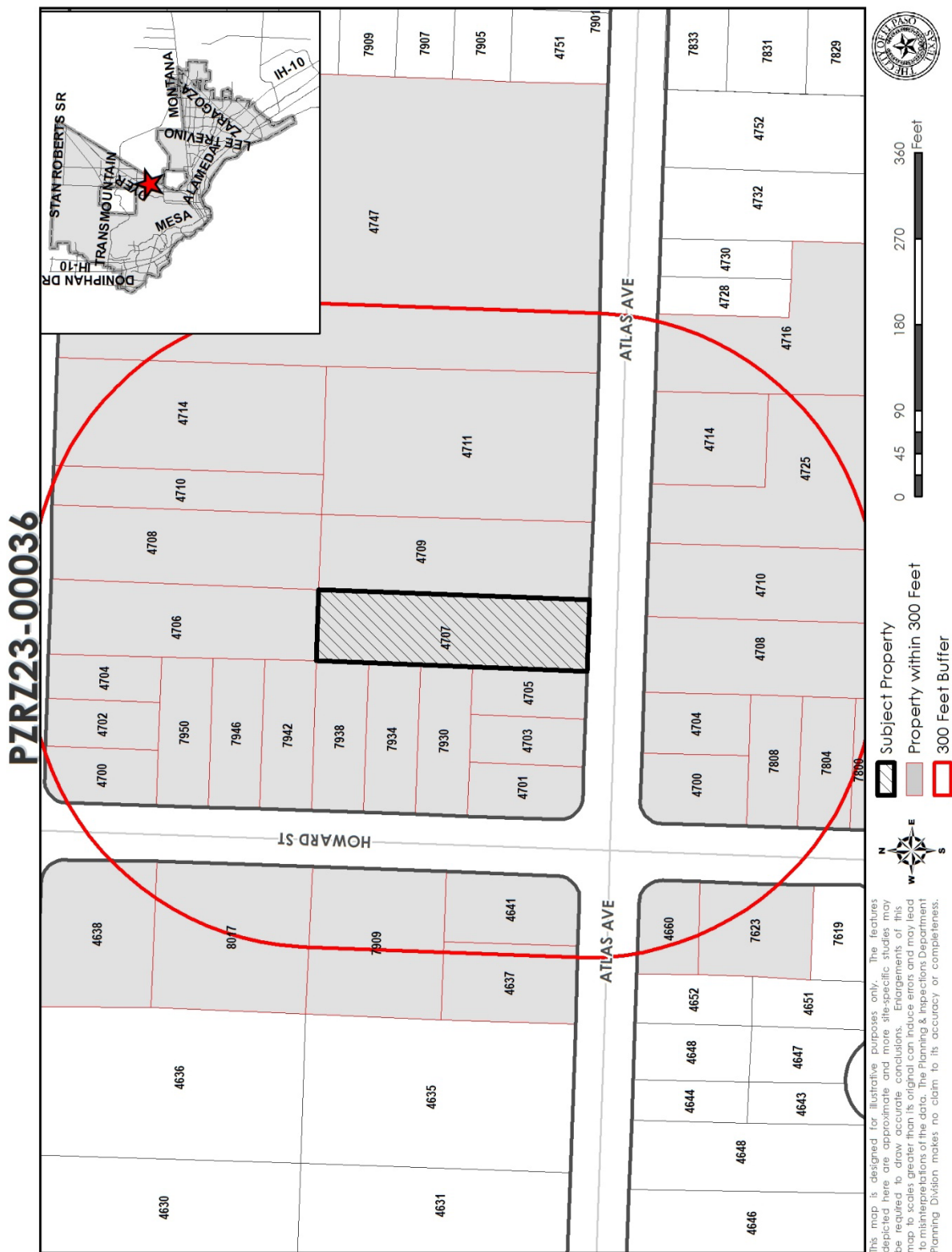
El Paso County Water Improvement District No. 1

No comments provided.

Texas Gas Service

In reference to the proposed development, 4707 Atlas Ave, Texas Gas Service does not have any objections.

ATTACHMENT 4



ATTACHMENT 5

From: [James Berryman](#)
To: [Pina, Saul J.](#)
Subject: Case# PZRZ23- 00036 Re-zoning request for 4707 Atlas Ave
Date: Wednesday, January 17, 2024 3:30:47 PM

You don't often get email from dortha2002@hotmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

Dear Mr. Pina,

My name is James Henry Berryman, and I am the owner of the house at 7930 Howard Street. As per our phone conversation earlier today, I am advising you that my vote for this re-zoning request will be a "NO", based on the information provided.

One of my main considerations when purchasing this home was the fact that there were no close neighbors in the back of the house. If the re-zoning is approved and a structure with more than 10 apartments is built on the half acre of land behind my home and several others, we will no longer have the privacy, safety and security that we currently enjoy, not having neighbors on top of us on the back side of our homes, which cannot be seen from the street. I am a senior citizen that lives alone and I am very concerned for my safety and my home's security. If this changes and we now have a bunch of new families, living practically touching out backyards, the entire dynamic will change for privacy and security issues and we probably will not be able to enjoy the private use of our backyards, one of the great assets of these properties.

I am a senior citizen and live alone and I'm concerned for my safety, should this proposal be approved. Also, since I spent my last penny on purchasing this home, I am concerned that the value of my home could be negatively affected, by such a project. Another concern of mine is that I travel a lot, so my house is empty for weeks at a time. Up until now, no house in this area has been broken into, as far as I know, so this has not been an issue, but could easily become one if we have to deal with a whole bunch of new apartments/families being built in the back of our homes, not to mention the noise factor, which is certain to become an issue should this project be allowed to go forward. We currently enjoy lots of quiet and tranquility in our homes and would prefer that this not change.

I know there are several renters in this area, who will not have the same concerns and may not inform the true owners, so I am hoping that all the true property owners are informed of this proposal before any final decisions are made either by you or the council at a later date.

If, on the other hand, the plan is to build high-end apartments that usually attract less potentially problematic buyers or renters, I would be more open to supporting this proposal.

I thank you for your time and wish you all the best.

Very sincerely,

James Berryman

Sent from [Outlook for Android](#)



Legislation Text

File #: 24-269, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Lot 55 Rangers Rest No. 2 and a portion of Tract 3L, Block 55, Ysleta Grant Survey, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and R-4 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1165 Ranger Street

Applicant: Elton John Valentin Colon and Cristina Flores Parada, PZRZ23-00027

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: March 26, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 7

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of Lot 55 Rangers Rest No. 2 and a portion of Tract 3L, Block 55, Ysleta Grant Survey, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and R-4 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1165 Ranger Street

Applicant: Elton John Valentin Colon and Cristina Flores Parada, PZRZ23-00027

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-F (Ranch and Farm) and R-4 (Residential) to A-O (Apartment/Office) to allow for a proposed martial arts studio. City Plan Commission recommended 8-0 to approve the proposed rezoning on November 30, 2023. As of February 12, 2024, the Planning Division has received a phone call in opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF LOT 55 RANGERS REST NO. 2 AND A PORTION OF TRACT 3L, BLOCK 55, YSLETA GRANT SURVEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND R-4 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Lot 55, Rangers Rest No. 2 and a portion of Tract 3L, Block 55, Ysleta Grant Survey, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-F (Ranch and Farm) and R-4 (Residential) to A-O (Apartment/Office), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

HQ2023-1947-P&I | TRAN#508291

Rezoning Ordinance Full Lot No Conditions

RTA

CASE: PZRZ23-00027

EXHIBIT "A"

Prepared for: Elton Valentin
September 15, 2023

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Lot 55, Rangers Rest No. 2 and a portion of Tract 3L, Block 55, Ysleta Grant Survey, City of El Paso El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk monument at the point of intersection centerline of Castner Drive adjacent to Lot 3, Block 6, Valley Crest Commercial Park recorded in volume 58, Pages 9 & 9A, Plat Records of El Paso County, Texas, from which an existing brass disk monument at the centerline intersection of Castner Drive and Valley Crest Drive bears, North 42°17'23" West a distance of 352.14 feet; Thence South 64°33'08" East a distance of 167.29 feet to a set ½" rebar with cap marked TX 5152 on the southerly right of way line of Castner Drive for the "True Point of Beginning".

Thence along said right of way line, South 74°03'00" East a distance of 175.75 feet to point on the westerly right of way line of Ranger Trail;

Thence along said right of way line, South 15°57'00" West a distance of 75.00 feet to a point on the common line of Lot 54 and 55, Rangers Rest No. 2;

Thence along said line, North 74°03'00" West a distance of 175.75 feet to a point on the easterly line of Valley Crest Commercial Park;

Thence along said line, North 15°57'00" East a distance of 75.00 feet to the "TRUE POINT OF BEGINNING" and containing 13,181 Square Feet or 0.3026 acres of land more or less.

Note: A drawing of even date accompanies this description



Ron R. Conde
R.P.L.S. No. 5152



1165 Ranger Street

City Plan Commission — November 30, 2023

REZONING



CASE NUMBER: PZRZ23-00027
CASE MANAGER: Nataly Nevarez, (915) 212-1644, NevarezKN@elpasotexas.gov
PROPERTY OWNER: Elton John Valentin Colon and Cristina Flores Parada
REPRESENTATIVE: Conde, Inc.
LOCATION: 1165 Ranger St. (District 7)
PROPERTY AREA: 0.30 acres
REQUEST: Rezone from R-F (Ranch and Farm) and R-4 (Residential) to A-O (Apartment/Office)
RELATED APPLICATIONS: SUSU23-00090 – Major Combination
PUBLIC INPUT: One (1) phone call in opposition as of November 22, 2023

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and R-4 (Residential) to A-O (Apartment/Office) to allow for a martial arts studio.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the commercial and residential districts in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-7, Industrial and/or Railyards for the future land use designation.

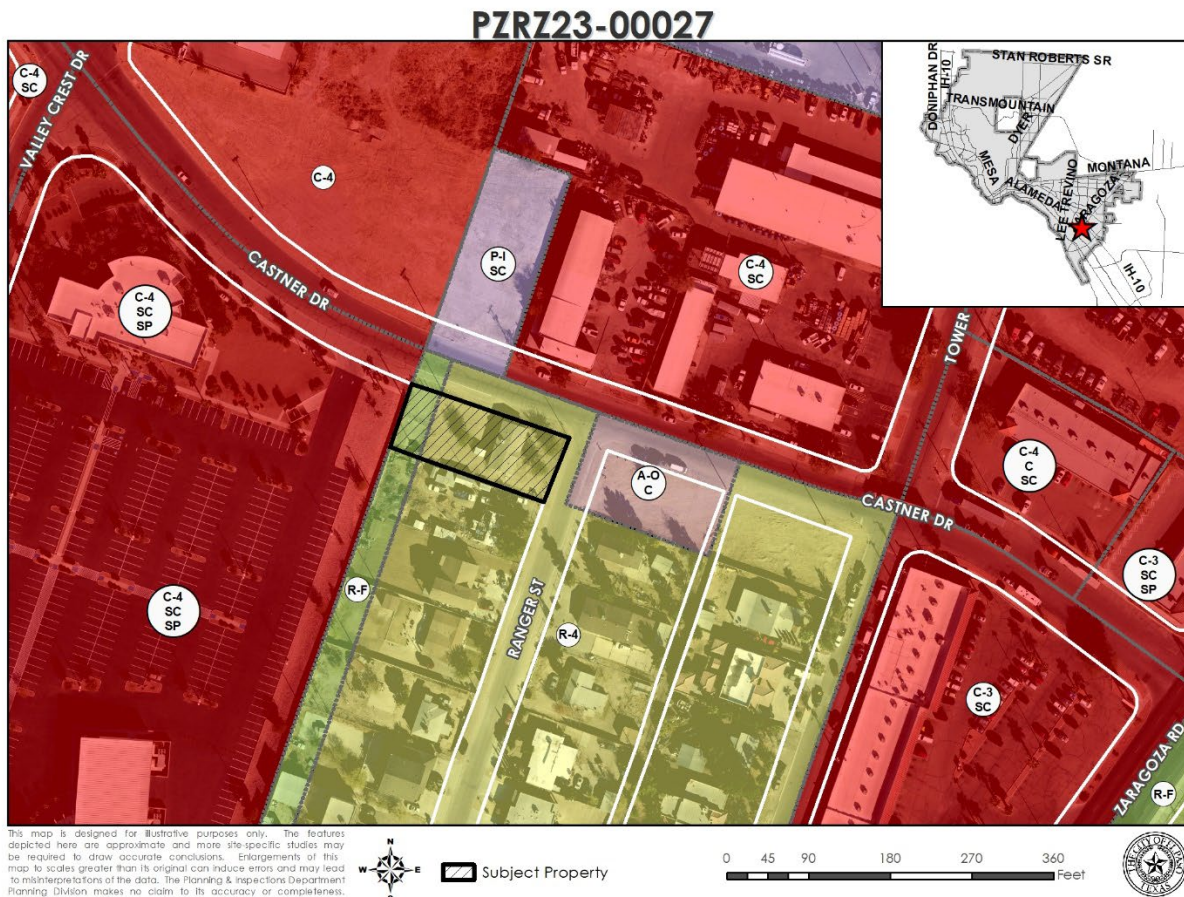


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and R-4 (Residential) to A-O (apartment/Office) to allow for a martial arts studio. The size of the property is 0.30 acres. The conceptual site plan shows one (1) proposed building with main access to the property provided from Castner Drive.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed martial arts studio and the A-O (Apartment/Office) district are compatible with the nearby automotive repair garage zoned C-4/sp (Commercial/special contract) and a vacant lot zoned P-I/sc (Planned Industrial/special contract) to the north, single-family dwellings zoned R-4 (Residential) to the south, a vacant lot zoned A-O/c (Apartment/Office/conditions) to the east, and a church zoned C-4/sc/sp (Commercial/special contract/special permit) to the west. The proposed martial arts studio and A-O (Apartment/Office) zoning district are compatible with the established character of the area surrounding the subject property. The nearest school is Del Valle Elementary School, which 0.73 miles away, and the nearest park is Blackie Chester Park which is 0.35 miles from the subject property.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-7, Industrial/Railyards: This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</p>	<p>Yes. The subject property and the proposed development meet the intent of the G-7 Industrial and/or Railyards Future Land Use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>A-O (Apartment/Office) District: The purpose of 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.</p>	<p>Yes. The proposed A-O (Apartment/Office) zoning district is consistent with commercial and residential zoning district in the neighborhood. The proposed development is within close proximity of other medium density residential districts and regional commercial districts. The surrounding properties are zoned C-4/sp (Commercial/special contract), P-I/sc (Planned Industrial/ special contract), R-4 (Residential), A-O/c (Apartment/Office/conditions) and C-4/sc/sp (Commercial/special contract/special permit). The existing uses of the surrounding area range from an automotive repair garage, a church, single-family dwellings, and vacant lots.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>None. The subject property is not located within historic districts nor any other special designation areas.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	None. The proposed rezoning does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from Castner Avenue, which is designated as a minor arterial per the City of El Paso’s Major Thoroughfare (MTP) and is appropriate to serve the proposed development. A sidewalk abutting the property will be required along Castner Drive and Ranger Street. The closest bus stop is 0.29 miles away along Zaragoza Road.

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

PUBLIC COMMENT: The subject property is located within the boundaries of the Corridor 20 Civic Association and the Mission Valley Civic Association, which were notified of the rezoning request by the applicant. Public notices were mailed to property owners within 300 feet on November 17, 2023. As of November 22, 2023, the Planning Division has received one (1) phone call in opposition to the request from a neighboring property owner opposing to commercial properties and citing traffic concerns.

RELATED APPLICATIONS: A Major Combination subdivision application (SUSU23-00090) is in review to create a residential subdivision comprising of one single-family residential lot.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

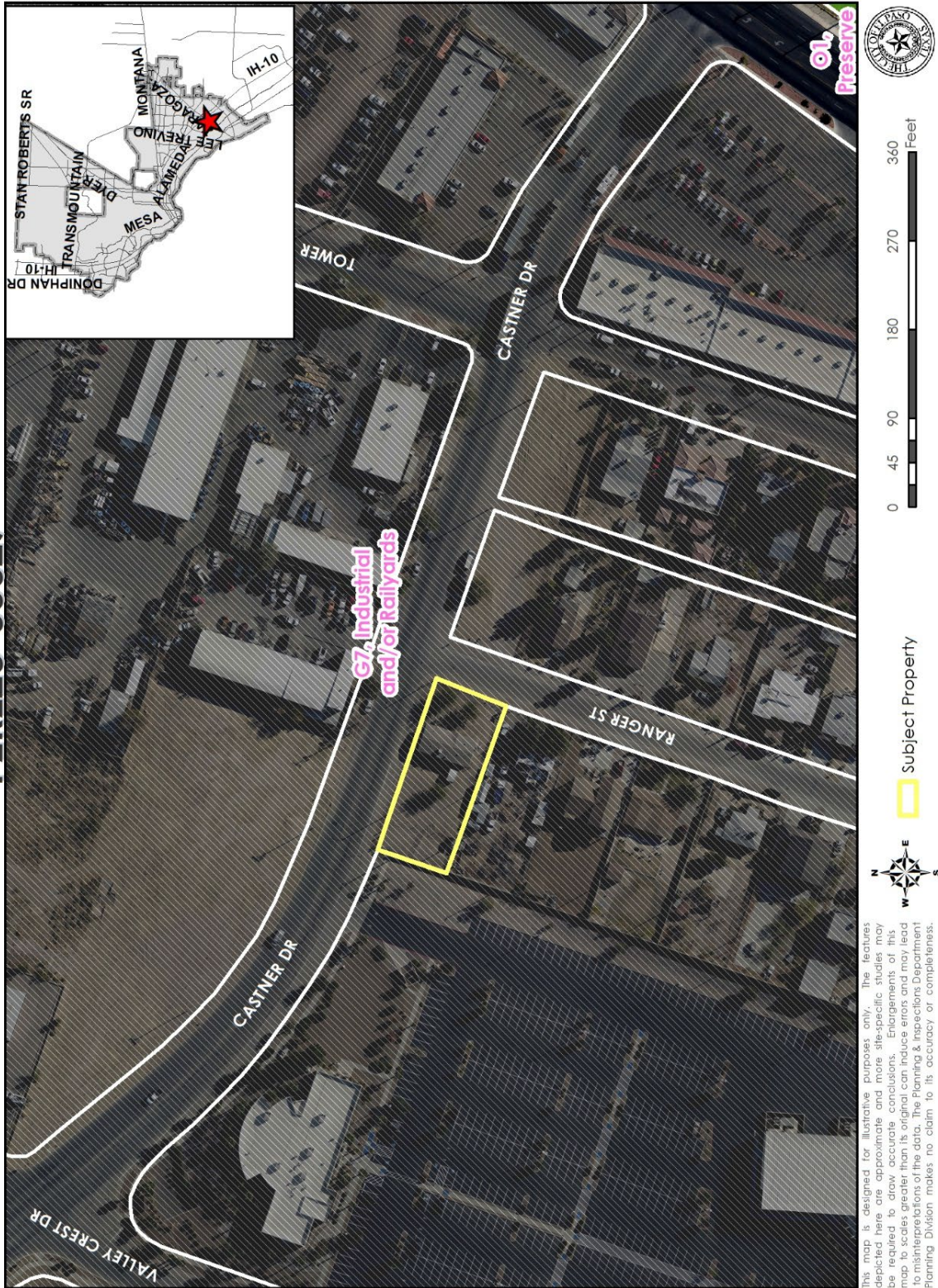
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**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

ATTACHMENTS:

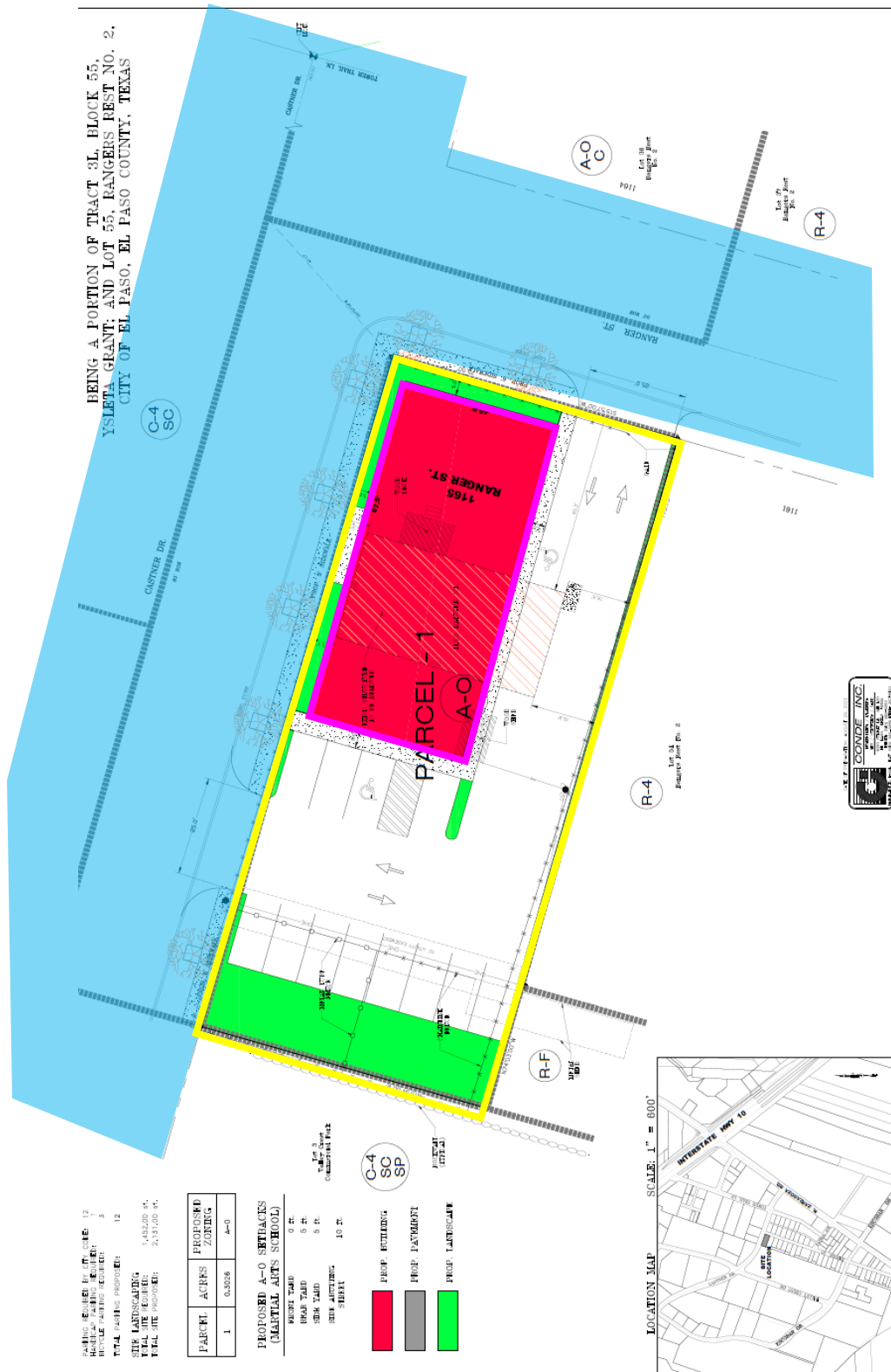
1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1

PZR23-00027



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the commercial and residential districts in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-7, Industrial and/or Railyards for the future land use designation.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

1. Provide a 5' concrete sidewalk abutting the property line, including the slope of the proposed sidewalk toward the lot.
2. Driveway width shall comply with the city standards (25ft min to 35ft max).

Note: Comments to be addressed at permitting stage.

Fire Department

Recommend approval, no adverse comments.

Police Department

No comments received.

Environment Services

How will refuse be serviced? Will the site have a dumpster?

Note: Comments to be addressed at permitting stage.

Streets and Maintenance Department

No objections.

Sun Metro

No comments received.

El Paso Water

EPWater-PSB does not object to this request.

EPWU-PSB Comments

There is an existing 8-inch diameter water main that extends along Ranger St., located approximately 41-feet east of the west right-of-way line. This main is available for service.

There is an existing 12-inch/8-inch diameter water main that extends along Castner Dr., located approximately 35-feet north of the south right-of-way line. This main is available for service.

There is an existing 42-inch diameter water transmission main that extends along Castner Dr., located approximately 47-feet north of the south right-of-way line. No direct service connections are allowed to this main as per EPWater-PSB Rules and Regulations.

EPWater-PSB records indicate a vacant ¾-inch water service connection (inactive meter) serving the subject property. The service address for this meter is 1165 Ranger St.

Previous water pressure reading from fire hydrant #4769, located on the southwest corner of Ranger St. and Castner Dr., has yielded a static pressure of 82 (psi), a residual pressure of 80 (psi), and a discharge of 919 (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 Ranger St., located approximately 15-feet east of the west right-of-way line. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Castner Dr., located approximately 20-feet north of the south right-of-way line. This main dead-ends approximately 85-feet west of Ranger St. This main is available for service.

General

EPWater-PSB requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

PZRZ23-00027





Legislation Text

File #: 24-256, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 6

Streets and Maintenance, Sergio Reyes, (915) 212-7047

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IVA-Parking Prohibited During Certain Hours-School Days Only), of the City Code, under Subsection B: No Parking 7:00 AM to 5:00 PM, on any street or parts of streets from Monday through Friday on any regularly scheduled school day; to delete Item 3. Luis Gomez Place; and amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII-Restrictions on Parking In Residential Districts) to add Zone W: No Stopping or Standing, Tow-Away Zone, 7:00 AM to 5:00 PM school days only, and to add Item 1. Luis Gomez Place, both sides of the cul de sac; the penalty being provided in Chapter 12.88 of the El Paso City Code.

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

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE: March 12, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sergio Reyes, P.E., Streets and Maintenance, (915) 212-7047

DISTRICT(S) AFFECTED: 6

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.041 (SCHEDULE IVA-PARKING PROHIBITED DURING CERTAIN HOURS-SCHOOL DAYS ONLY), of the City Code, Under Subsection B: No Parking 7:00 am to 5:00 pm, on any street or parts of streets from Monday through Friday on any regularly scheduled school day. TO DELETE ITEM 3. Luis Gomez Place and AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII-RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS). TO ADD ZONE W: No Stopping or Standing, Tow-Away Zone, 7:00 am to 5:00 pm School Days Only, To Add Item 1. Luis Gomez Place, both sides of the cul de sac; THE PENALTY BEING PROVIDED IN CHAPTER 12.88 OF THE EL PASO CITY CODE.

BACKGROUND / DISCUSSION:

Streets and Maintenance received a request from residents of Luis Gomez Place, a neighborhood east of Montwood High School, to establish a Residential Parking District. Residents' concern are of Montwood High School students parking within the neighborhood causing reduced residential parking, congestion, visibility concerns, loitering, and littering. Streets and Maintenance recommends the establishment of the Residential Parking District to help alleviate residents' concerns.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

PRIMARY DEPARTMENT: Streets and Maintenance

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

DEPARTMENT HEAD:

Richard Bristol

Richard Bristol, Streets and Maintenance Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.041 (SCHEDULE IVA-PARKING PROHIBITED DURING CERTAIN HOURS-SCHOOL DAYS ONLY), PARAGRAPH B (NO PARKING 7:00 AM TO 5:00 PM, ON ANY STREET OR PARTS OF STREETS FROM MONDAY THROUGH FRIDAY ON ANY REGULARLY SCHEDULED SCHOOL DAY) TO DELETE ITEM 3. LUIS GOMEZ PLACE; and AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII-RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS), TO ADD SUBSECTION ZONE W (NO STOPPING OR STANDING, TOW-AWAY ZONE, 7:00 AM TO 5:00 PM SCHOOL DAYS ONLY); TO ADD ZONE W, ITEM 1. LUIS GOMEZ PLACE, BOTH SIDES OF THE CUL DE SAC; THE PENALTY BEING PROVIDED IN CHAPTER 12.88 OF THE EL PASO CITY CODE.

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

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IVA-Parking Prohibited during Certain Hours-School Days Only), Subsection B: (No Parking, 7:00 am to 5:00 pm, on any street or parts of streets from Monday through Friday on any regularly scheduled school day), is hereby amended as follows:

No parking, 7:00 a.m. to 5:00 p.m. on any street or parts of streets from Monday through Friday on any regularly scheduled school day.

1. 12100 – 12141 Frank Cordova Circle;
2. Mike Andrade Place;
3. Deleted;
4. 2600 Tierra Cadiz Ct., from John Hayes St. to Tierra Murcia St.;

SECTION 2. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII- Restrictions on Parking in Residential Districts), is hereby amended to add Subsection Zone W and Subsection Zone W, Item 1, as follows:

Zone W: No Stopping or Standing, Tow-Away Zone, 7:00 am to 5:00 pm. School Days Only:

1. Luis Gomez Place, both sides of the cul-de sac;

SECTION 3. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ORDINANCE NO. _____

Page 1 of 2

HQ#: 24-2039-SaM | TRAN511707 | ORD AMD – Luis Gomez RPD | MMH

ADOPTED this ____ day of _____, 2024.

CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

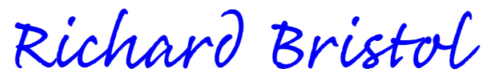
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets and Maintenance Department

1

ORDINANCE NO. _____

Page 2 of 2

HQ#: 24-2039-SaM | TRAN511707 | ORD AMD – Luis Gomez RPD | MMH

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.041 (SCHEDULE IVA-PARKING PROHIBITED DURING CERTAIN HOURS-SCHOOL DAYS ONLY), PARAGRAPH B (NO PARKING 7:00 AM TO 5:00 PM, ON ANY STREET OR PARTS OF STREETS FROM MONDAY THROUGH FRIDAY ON ANY REGULARLY SCHEDULED SCHOOL DAY) TO DELETE ITEM 3. LUIS GOMEZ PLACE; and AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII-RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS), TO ADD SUBSECTION ZONE W (NO STOPPING OR STANDING, TOW-AWAY ZONE, 7:00 AM TO 5:00 PM SCHOOL DAYS ONLY); TO ADD ZONE W, ITEM 1. LUIS GOMEZ PLACE, BOTH SIDES OF THE CUL DE SAC; THE PENALTY BEING PROVIDED IN CHAPTER 12.88 OF THE EL PASO CITY CODE.

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

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IVA-Parking Prohibited during Certain Hours-School Days Only), Paragraph B: (No Parking, 7:00 am to 5:00 pm, on any street or parts of streets from Monday through Friday on any regularly scheduled school day), is hereby amended as follows:

No parking, 7: 00 a.m. to 5:00 p.m. on any street or parts of streets from Monday through Friday on any regularly scheduled school day.

1. 12100 – 12141 Frank Cordova Circle;
2. Mike Andrade Place;
3. ~~Deleted; Luis Gomez~~
- 3.4. 2600 Tierra Cadiz Ct., from John Hayes St. to Tierra Murcia St.;

SECTION 2. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII- Restrictions on Parking in Residential Districts), is hereby amended to add Subsection Zone W and Subsection Zone W, Item 1, as follows:

Zone W: No Stopping or Standing, Tow-Away Zone, 7:00 am to 5:00 pm. School Days Only:
1. Luis Gomez Place, both sides of the cul-de sac;

SECTION 3. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ORDINANCE NO. _____

ADOPTED this ____ day of _____, 2024.

CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Richard Bristol, Director
Streets and Maintenance Department

1

ORDINANCE NO. _____

Page 2 of 2

HQ#: 24-2039-SaM | TRAN511707 | ORD AMD – Luis Gomez RPD | MMH



Legislation Text

File #: 24-257, 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

Streets and Maintenance, Eduardo Munoz, (915) 212-7060

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.44 Stopping, Standing and Parking Generally), Section 12.44.180 (Regulations Pertaining to Certain Special Situations), to add Item 33. Reserved for Consul General of El Salvador visitors: Two Parking Spaces, on the West side of 298 Leon St., convenient to the Consulate of El Salvador. No vehicles shall be parked in these spaces except the official vehicles of the Consul General of El Salvador and the vehicles of visitors designated by the Consul.

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

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE: March 12, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Eduardo Munoz, Streets and Maintenance (915) 212-7060

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.44 STOPPING, STANDING AND PARKING GENERALLY), SECTION 12.44.180 (REGULATIONS PERTAINING TO CERTAIN SPECIAL SITUATIONS), TO ADD ITEM 33. Reserved for Consul General of El Salvador visitors: Two parking spaces, on the West side of 298 Leon St., convenient to the Consulate of El Salvador. No vehicles shall be parked in these spaces except the official vehicles of the Consul General of El Salvador and the vehicles of visitors designated by the consul.

BACKGROUND / DISCUSSION:

Streets and Maintenance received a request from Consul General of El Salvador to identify two parking spaces for staff and visitors.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

PRIMARY DEPARTMENT: Streets and Maintenance

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

DEPARTMENT HEAD:

Richard Bristol

Richard Bristol, Streets and Maintenance Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.44 STOPPING, STANDING AND PARKING GENERALLY), SECTION 12.44.180 (REGULATIONS PERTAINING TO CERTAIN SPECIAL SITUATIONS), TO ADD ITEM 33. Reserved for Consul General of El Salvador visitors: Two parking spaces, on the West side of 298 Leon St., convenient to the Consulate of El Salvador. No vehicles shall be parked in these spaces except the official vehicles of the Consul General of El Salvador and the vehicles of visitors designated by the consul.

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

SECTION 1. That Title 12 (Vehicles and Traffic, Chapter 12.44 (Stopping, Standing and Parking Generally), Section 12.44.180 (Regulations pertaining to certain Special Situations), is hereby amended to add item 33 as follows:

33. Reserved for Consul General of El Salvador visitors: Two parking spaces on the West side of 298 Leon St., convenient to the Consulate of El Salvador. No vehicles shall be parked in these spaces except the official vehicles of the Consul General of El Salvador and the vehicles of visitors designated by the consul.

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 2024.

CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona Heydarian
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Richard Bristol
Richard Bristol, Director
Streets and Maintenance Department

ORDINANCE NO. _____

HQ#: 24-2206-SaM | TRAN511723 | Title 12 Stopping, Standing and Parking Generally

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.44 STOPPING, STANDING AND PARKING GENERALLY), SECTION 12.44.180 (REGULATIONS PERTAINING TO CERTAIN SPECIAL SITUATIONS), TO ADD ITEM 33. Reserved for Consul General of El Salvador visitors: Two parking spaces, on the West side of 298 Leon St. convenient to the Consulate of El Salvador. No vehicles shall be parked in these spaces except the official vehicles of the Consul General of El Salvador and the vehicles of visitors designated by the consul.

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

SECTION 1. That Title 12 (Vehicles and Traffic, Chapter 12.44 (Stopping, Standing and Parking Generally), Section 12.44.180 (Regulations pertaining to certain Special Situations), is hereby amended to add item 33 as follows:

33. Reserved for Consul General of El Salvador visitors: Two parking spaces on the West side of 298 Leon St., convenient to the Consulate of El Salvador. No vehicles shall be parked in these spaces except the official vehicles of the Consul General of El Salvador and the vehicles of visitors designated by the consul.

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 2024.

CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Mona M. Heydarian
Assistant City Attorney

Richard Bristol, Director
Streets and Maintenance Department

ORDINANCE NO. _____

HQ#: 24-2206-SaM | TRAN511723 | Title 12 Stopping, Standing and Parking Generally

Amend Ordinance 12.44.180

*Assigned Two Parking Spaces For The
Consul General Of El Salvador.*

District 8

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Strategic Plan

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

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

7.3 – Enhance regional comprehensive transportation system

Staff Recommendation

Space reserved for the ASL
interpreter

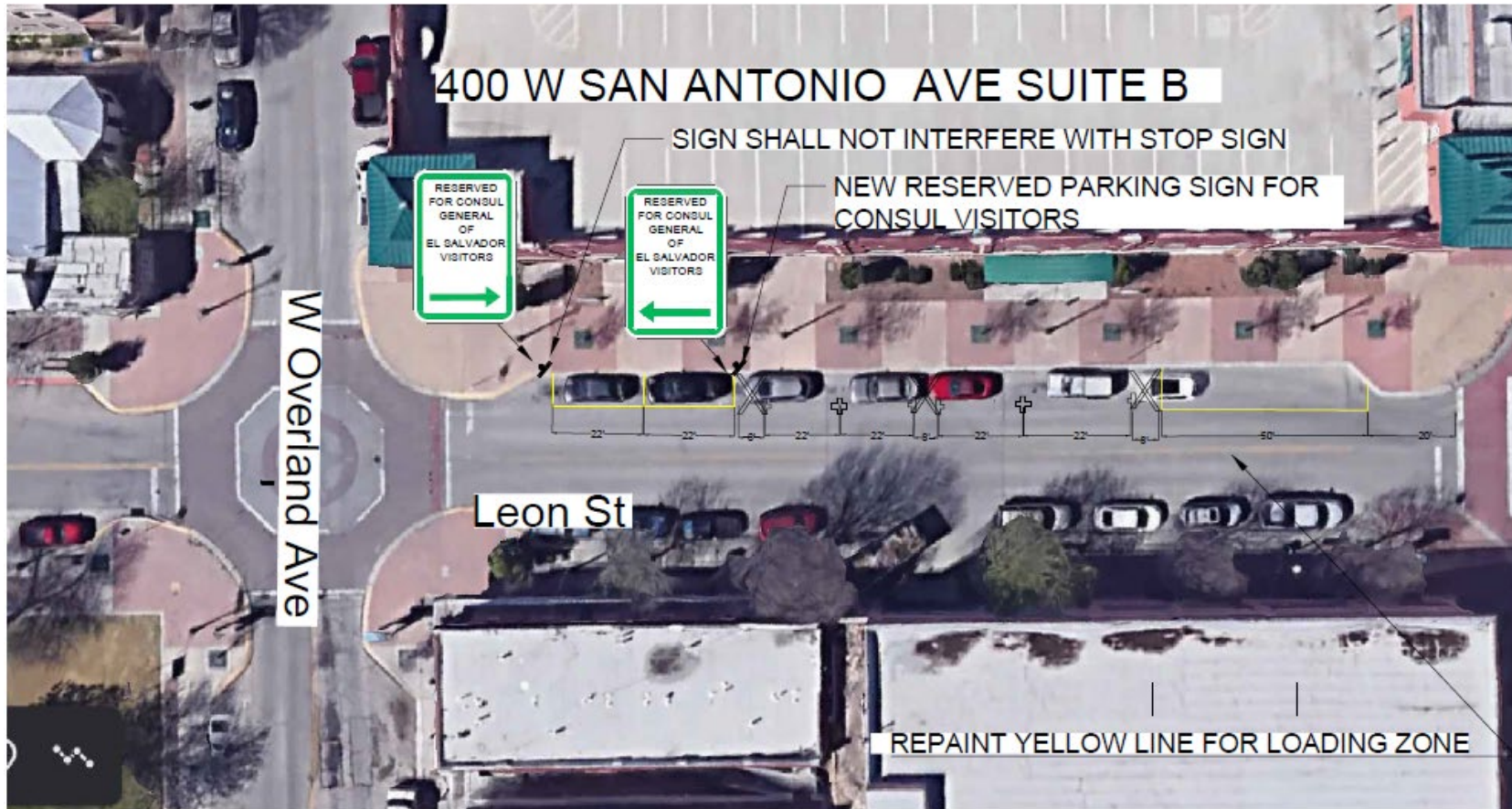
Do not move, modify, or add
any information on this box.

- El Salvador Consulate requested dedicated parking spaces for the El Salvador
- Staff recommends approval of the two dedicated parking spaces to accommodate Consul visitors.

2 Spaces for Consul of El Salvador visitors

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Requested Council Action

- **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.44 STOPPING, STANDING AND PARKING GENERALLY), SECTION 12.44.180 (REGULATIONS PERTAINING TO CERTAIN SPECIAL SITUATIONS), TO ADD ITEM 33. Reserved for Consul General of El Salvador visitors: Two parking spaces, convenient to the Consulate of El Salvador. No vehicles shall be parked in these spaces except the official vehicles of the Consul General of El Salvador and the vehicles of visitors designated by the consul.**
- **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**
- **SECTION 1.** Add Item 33. Reserved for Consul General of El Salvador visitors: Two parking spaces, convenient to the Consulate of El Salvador. No vehicles shall be parked in these spaces except the official vehicles of the Consul General of El Salvador and the vehicles of visitors designated by the consul.
- **SECTION 2.** Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



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 #: 24-223, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Airport, Sam Rodriguez, (915) 212-7301

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 1.4 Grow the core business of air transportation.

Award Summary:

Discussion and action on the award of Solicitation 2024-0056 Security Guard Services - Airport to KR Contracting, Inc. for an initial term of three (3) years for an estimated amount of \$6,178,869.90. The award also includes a two (2) year option for an estimated amount of \$4,119,246.60. The total contract time is for five (5) years for a total estimated amount of \$10,298,116.50. This contract will provide security guard services at the El Paso International Airport.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$3,357,569.76 for the initial term, which represents a 119.01% increase attributed to additional hours being added to the contract, as well as an increase in hourly billable rate.

Department:	El Paso International Airport
Award to:	KR Contracting, Inc.
City & State:	Germantown, Maryland
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$2,059,623.30
Initial Term Estimated Award:	\$6,178,869.90
Option Term Estimated Award:	\$4,119,246.60
Total Estimated Award:	\$10,298,116.50
Account(s):	562 - 3000 - 62070 - 522120
	562 - 3000 - 62110 - 522120

Funding Source:	Airport Operations Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to KR Contracting, Inc. the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement and to deem The Kingdom Security Firm non-responsive due to not submitting a surety commitment letter.

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

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.
[POSTPONED FROM 02-13-2024]

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

AGENDA DATE: February 13, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Sam Rodriguez, Aviation Director (915) 212-7301
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1 – Create an Environment Conducive to Strong, Sustainable, Economic Development

SUBGOAL: 1.4 - Grow the core business of air transportation

SUBJECT:

Discussion and action on the award of Solicitation 2024-0056 Security Guard Services – Airport to KR Contracting, Inc. for an initial three (3) year term for an estimated amount of \$6,178,869.90. 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 \$10,298,116.50.

BACKGROUND / DISCUSSION:

The security guard services contract provides security guard services at the El Paso International Airport. This contract will allow the airport to fulfill the requirements of the Airport Security Plan set forth by the Transportation Security Administration under 49 CFR Part1542- Airport Security.

SELECTION SUMMARY:

Solicitation was advertised on November 14, 2023 and November 21, 2023. The solicitation was posted on City website on November 14, 2023. There was a total of twenty-eight (28) viewers online; ten (10) bids were received; three (3) from local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$3,357,569.76 for the initial term, which represents a 119.01% increase attributed to additional hours being added to the contract, as well as an increase in hourly billable rate.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$ 6,178,869.90
Funding Source: Airport Operations Fund
Account: 562-3000-62070-522120
Account: 562-3000-62110-522120

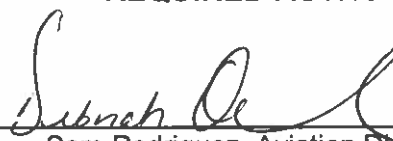
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: El Paso International Airport

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:


for Sam Rodriguez, Aviation Director

Project Form
Best Value Bid

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

Please place the following item on the (Regular) Agenda for the City Council of February 2, 2024.

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

The linkage to the Strategic Plan is subsection: 1.4 Grow the core business of air transportation

Award Summary:

Discussion and action on the award of solicitation 2024-0056 Security Guard Services – Airport to KR Contracting, Inc. for an initial term of three (3) years for an estimated amount of \$6,178,869.90. The award also includes a two (2) year option for an estimated amount of \$4,119,246.60. The total contract time is for five (5) years for a total estimated amount of \$10,298,116.50. This contract will provide security guard services at the El Paso International Airport.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$3,357,569.76 for the initial term, which represents a 119.01% increase attributed to additional hours being added to the contract, as well as an increase in hourly billable rate.

Department:	El Paso International Airport
Award to:	KR Contracting, Inc.
City & State:	Germantown, Maryland
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$2,059,623.30
Initial Term Estimated Award:	\$6,178,869.90
Option Term Estimated Award:	\$4,119,246.60
Total Estimated Award	\$10,298,116.50
Account(s)	562 – 3000 – 62070 – 522120 562 – 3000 – 62110 – 522120
Funding Source(s):	Airport Operations Fund
District(s):	All

This was a Best Value Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing and El Paso International Department recommend award as indicated to KR Contracting, Inc. the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement and to deem The Kingdom Security Firm non-responsive due to not submitting a surety commitment letter.

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

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

								Committee Scoreshet		
CITY OF EL PASO BEST VALUE SCORESHEET										
PROJECT: 2024-0056 Security Guard Services - Airport										
		KR Contracting, Inc.	Mike Garcia Merchant Security, LLC	TriCorps Security, Inc.	Universal Protection Service, LP dba Universal Protection Service, LLC dba Allied Security Services	Securemedy, Incorporated	Vets Securing America, Inc. dba Vets Securing America	Blackstone Security Services of Texas, Inc.	Servexo Protective Services	Texas Crime Prevention & Investigation
MAX POINTS										
Factor A - Cost	30	20.34	30.00	23.62	20.07	18.11	15.29	26.92	16.94	13.70
Proposed Cost		\$ 6,178,869.90	\$ 4,189,380.00	\$ 5,320,560.00	\$ 6,260,789.10	\$ 6,938,474.40	\$ 8,218,021.50	\$ 4,667,983.50	\$ 7,421,249.40	\$ 9,173,055.00
Factor B - Past Performance	20	19.00	15.17	14.83	13.33	15.67	13.33	5.78	10.67	5.22
Factor C - References	20	15.80	13.33	13.33	12.27	7.20	6.40	1.87	0.00	0.00
Factor D - Technical Approach-Quality of Organization and Personnel Provided	10	9.67	7.00	8.33	8.00	9.00	8.00	7.33	8.00	5.00
Factor E - Methods for Attracting and Retaining Qualified Employee's	15	14.33	9.83	13.00	11.67	13.67	12.00	12.00	12.67	1.33
Factor F - Employee Medical Benefits	5	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
TOTAL SCORE	100	80.14	76.33	73.11	66.34	64.65	56.03	54.90	49.27	25.26
Rank		1	2	3	4	5	6	7	8	9



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Security Guard Services - Airport													BID NO: 2024-0056		
BID DATE: December 20, 2023													DEPARTMENT: El Paso International Airport		
				Blackstone Security Services, Inc. Dallas, TX Bidder 1 of 11			K.R. Contracting, Inc. Germantown, MD Bidder 2 of 11			Mike Garcia Merchant Security, LLC. El Paso, TX Bidder 3 of 11			Securemedy, Incorporated Fort Washington, MD Bidder 4 of 11		
Item No.	Description	Unit of Measure	Approximate / Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Rover / Site Supervisor (Unarmed) with Vehicle	Hourly	2080	\$15.85	\$ 32,968.00	\$ 98,904.00	\$25.62	\$ 53,289.60	\$ 159,868.80	\$15.00	\$ 31,200.00	\$ 93,600.00	\$ 42.90	\$ 89,232.00	\$ 267,696.00
2	Security Guard (Unarmed for Staffed Guard Posts	Hourly	43800	\$15.85	\$ 694,230.00	\$ 2,082,690.00	\$20.65	\$ 904,470.00	\$ 2,713,410.00	\$14.00	\$ 613,200.00	\$ 1,839,600.00	\$ 22.88	\$ 1,002,144.00	\$ 3,006,432.00
3	Rover / Supervisory Security Guard (Unarmed with Vehicle- As needed / As assigned	Hourly	8760	\$15.85	\$ 138,846.00	\$ 416,538.00	\$23.17	\$ 202,969.20	\$ 608,907.60	\$14.00	\$ 122,640.00	\$ 367,920.00	\$ 25.74	\$ 225,482.40	\$ 676,447.20
4	Rover / Security Guard (Unarmed for Screening and Compliance	Hourly	26280	\$15.85	\$ 416,538.00	\$ 1,249,614.00	\$20.65	\$ 542,682.00	\$ 1,628,046.00	\$14.00	\$ 367,920.00	\$ 1,103,760.00	\$ 22.88	\$ 601,286.40	\$ 1,803,859.20
5	Security Guard (Unarmed) - As Needed / As Assigned	Hourly	17250	\$15.85	\$ 273,412.50	\$ 820,237.50	\$20.65	\$ 356,212.50	\$ 1,068,637.50	\$14.00	\$ 241,500.00	\$ 724,500.00	\$ 22.88	\$ 394,680.00	\$ 1,184,040.00
Total					\$ 1,555,994.50	\$ 4,667,983.50		\$ 2,059,623.30	\$ 6,178,869.90		\$ 1,376,460.00	\$ 4,129,380.00		\$ 2,312,824.80	\$ 6,938,474.40
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>															
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				<div></div>			<div>X</div>			<div>X</div>			<div></div>		
NO OPTION OFFERED				<div>X</div>			<div></div>			<div></div>			<div></div>		
AMENDMENTS ACKNOWLEDGED:				YES			YES			YES			YES		
BIDS SOLICITED: 960 LOCAL BIDS SOLICITED: 309 BIDS RECEIVED: 11 LOCAL BIDS RECEIVED: 2 NO BID: 2															
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.															



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Security Guard Services - Airport													BID NO: 2024-0056		
BID DATE: December 20, 2023													DEPARTMENT: El Paso International Airport		
				Servexo dba Servexo Protective Services Gardena, CA Bidder 5 of 10			Carl W. Govan dba Texas Crime Prevention & Investigation Dallas, TX Bidder 6 of 10			Joseph Jackson The Kingdom Security Firm, LLC El Paso, TX Bidder 7 of 10					
Item No.	Description	Unit of Measure	Approximate / Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	4 Year Total (D = C X 3) (D)
1	Rover / Site Supervisor (Unarmed) with Vehicle	Hourly	2080	\$26.96	\$ 56,076.80	\$ 168,230.40	\$35.50	\$ 73,840.00	\$ 221,520.00	\$ 25.00	\$ 52,000.00	\$ 156,000.00			
2	Security Guard (Unarmed for Staffed Guard Posts	Hourly	43800	\$24.98	\$ 1,094,124.00	\$ 3,282,372.00	\$28.50	\$ 1,248,300.00	\$ 3,744,900.00	\$ 20.00	\$ 876,000.00	\$ 2,628,000.00			
3	Rover / Supervisory Security Guard (Unarmed with Vehicle- As needed / As assigned	Hourly	8760	\$26.96	\$ 236,169.60	\$ 708,508.80	\$35.50	\$ 310,980.00	\$ 932,940.00	\$ 23.00	\$ 201,480.00	\$ 604,440.00			
4	Rover / Security Guard (Unarmed for Screening and Compliance	Hourly	26280	\$24.98	\$ 656,474.40	\$ 1,969,423.20	\$35.50	\$ 932,940.00	\$ 2,798,820.00	\$ 20.00	\$ 525,600.00	\$ 1,576,800.00			
5	Security Guard (Unarmed) - As Needed / As Assigned	Hourly	17250	\$24.98	\$ 430,905.00	\$ 1,292,715.00	\$28.50	\$ 491,625.00	\$ 1,474,875.00	\$ 20.00	\$ 345,000.00	\$ 1,035,000.00			
Total					\$ 2,473,749.80	\$ 7,421,249.40		\$ 3,057,685.00	\$ 9,173,055.00		\$ 2,000,080.00	\$ 6,000,240.00			
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>															
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				<input type="text"/>			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			<input type="text"/>		
NO OPTION OFFERED				<input checked="" type="checkbox"/>			<input type="text"/>			<input type="text"/>			<input type="text"/>		
AMENDMENTS ACKNOWLEDGED:				YES			YES			YES					
BIDS SOLICITED: 960 LOCAL BIDS SOLICITED: 309 BIDS RECEIVED: 11 LOCAL BIDS RECEIVED: 2 NO BID: 2															
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.															



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Security Guard Services - Airport													BID NO: 2024-0056		
BID DATE: December 20, 2023													DEPARTMENT: El Paso International Airport		
				TriCorps Security, Inc. Oklahoma City, OK Bidder 8 of 10			Universal Protection Service, LP dba Allied Universal Security Services Pasadena, CA Bidder 9 of 10			Vets Securing America, Inc. dba Vets Securing America San Antonio, TX Bidder 10 of 10					
Item No.	Description	Unit of Measure	Approximate / Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Rover / Site Supervisor (Unarmed) with Vehicle	Hourly	2080	\$19.00	\$ 39,520.00	\$ 118,560.00	\$37.87	\$ 78,769.60	\$ 236,308.80	\$34.14	\$ 71,011.20	\$ 213,033.60	\$ -	\$ -	\$ -
2	Security Guard (Unarmed for Staffed Guard Posts	Hourly	43800	\$18.00	\$ 788,400.00	\$ 2,365,200.00	\$20.05	\$ 878,190.00	\$ 2,634,570.00	\$27.13	\$ 1,188,294.00	\$ 3,564,882.00	\$ -	\$ -	\$ -
3	Rover / Supervisory Security Guard (Unarmed with Vehicle- As needed / As assigned	Hourly	8760	\$18.50	\$ 162,060.00	\$ 486,180.00	\$22.91	\$ 200,691.60	\$ 602,074.80	\$34.14	\$ 299,066.40	\$ 897,199.20	\$ -	\$ -	\$ -
4	Rover / Security Guard (Unarmed for Screening and Compliance	Hourly	26280	\$18.00	\$ 473,040.00	\$ 1,419,120.00	\$22.20	\$ 583,416.00	\$ 1,750,248.00	\$27.13	\$ 712,976.40	\$ 2,138,929.20	\$ -	\$ -	\$ -
5	Security Guard (Unarmed) - As Needed / As Assigned	Hourly	17250	\$18.00	\$ 310,500.00	\$ 931,500.00	\$20.05	\$ 345,862.50	\$ 1,037,587.50	\$27.13	\$ 467,992.50	\$ 1,403,977.50	\$ -	\$ -	\$ -
Total					\$ 1,773,520.00	\$ 5,320,560.00		\$ 2,086,929.70	\$ 6,260,789.10		\$ 2,739,340.50	\$ 8,218,021.50			
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>															
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				<div>X</div>			<div>X</div>			<div></div>					
NO OPTION OFFERED				<div></div>			<div></div>			<div>X</div>					
AMENDMENTS ACKNOWLEDGED:				YES			YES			YES					
BIDS SOLICITED: 960 LOCAL BIDS SOLICITED: 309 BIDS RECEIVED: 11 LOCAL BIDS RECEIVED: 2 NO BID: 2															
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.															

Online Views for 2024-0056 Security Guard Services - Airport

No.	Participant Name	City	State
1	AAA General Contractors, LLC	El Paso	TX
2	Blackstone Security Services, Inc. of Texas	EL PASO	TX
3	Construction Reporter	Albuquerque	NM
4	Covenant Special Projects, LLC	El Paso	TX
5	DELTA CON SECURITY (DELTA CON GLOBAL INC)	SUGARLAND	TX
6	Fidelis Protective Services (Fidelis Protective Services LLC)	El Paso	TX
7	Futron Aviation	Norfolk	VA
8	General Security & Response Services, LLC	Las vegas	NV
9	Genesis Security L.L.C	El Paso	TX
10	Global Security Consulting Group	Garden City	NY
11	Good Guard Texas, Inc. (Good Guard Security, Inc.)	El Paso	TX
12	KR Contracting, Inc.	Germantown	MD
13	Mike Garcia Merchant Security, LLC	El Paso	TX
14	North America Procurement Council Inc., PBC	Grand Junction	CO
15	OPS Inc Security Services	Houston	TX
16	Raven Tactical LLC	El Paso	TX
17	Rock Solid Protection LLC	EL PASO	TX
18	Securemedy, Incorporated	Fort Washington	MD
19	Servexo Protective Services (Servexo)	Gardena	CA
20	Signal 88 Security of El Paso (Woody Family Enterprises, LLC)	El Paso	TX
21	Silver Shield Security Inc.	Frisco	TX
22	Texas Crime Prevention & Investigation	Dallas	TX
23	The Kingdom Security Firm LLC	El Paso	TX
24	TRANS AMERICA PROTECTION CORP	el paso	TX
25	TriCorps Security, Inc	Oklahoma City	OK
26	Universal Protection Service, LP dba Allied Universal Security	Santa Ana	CA
27	Vets Securing America, Inc (Vets Securing America)	San Antonio	TX
28	White Collar Security Solutions INC	Justin	TX



Legislation Text

File #: 24-290, 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, K. Nicole Cote, (915) 212-1092

Police, Chief Peter Pacillas, (915) 212-4305

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 2.4 Improve motorist safety and traffic management solutions.

Award Summary:

Discussion and action that the City Manager be authorized to sign, on behalf of the City of El Paso, an Amendment to the License and Services Agreement dated August 23, 2011 between Tyler Technologies, Inc., and the City of El Paso in the City of El Paso, El Paso County, Texas. This is to continue software, products, and services through Tyler Technologies.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$127,748.00 for the term, which represents a 34.38% increase due to the new annual recurring fees included in this contract.

Department:	Police
Award to:	Tyler Technologies, Inc.
City & State:	Plano, TX
Item(s):	All
Initial Term:	4 Years
Option Term:	NA
Total Contract Time:	4 Years
Annual Estimated Award:	\$371,595.00 (One-time) \$30,535.00 (Year 1) \$31,451.00 (Year 2) \$32,395.00 (Year 3) \$33,327.00 (Year 4)
Initial Term Estimated Award:	\$499,343.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$499,343.00
Account(s):	321 - 2812 - 21270 - 533030

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

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source - (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to Tyler Technologies, Inc., under the exemption listed above.

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

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Peter Pacillas, Police Chief (915) 212-4305
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.4 – Improve motorist safety and traffic management solutions

SUBJECT:

Discussion and action that the City Manager be authorized to sign, on behalf of the City of El Paso, an Amendment to the License and Services Agreement dated August 23, 2011 between Tyler Technologies, Inc., and the City of El Paso in the City of El Paso, El Paso County, Texas. This to continue software, products, and services through Tyler Technologies.

BACKGROUND / DISCUSSION:

This is a Non-Competitive Procurement under Local Government General Exemption: Section 252.022 (a) (7) a procurement of items that are available from only one source. (D) captive replacement parts or components for equipment. This to continue software, products, and services through Tyler Technologies.

Tyler Technologies, Inc. (as successor-in-interest to Brazos Technology Corporation) begun an Agreement dated August 23, 2011, the Original Agreement was modified an amendment dated August 18, 2021, the City and Tyler now desire to terminate the Brazos Amendment and replace it with updated terms to reflect the ongoing nature of their relationship, under the terms of this License and Services Agreement. The additional purchase of handheld devices for El Paso Police Department officers that are already in use by the department, and has current full interface with Full Court Enterprise, a software management program being utilized by El Paso Municipal Court, will provide continuity to the City. This agreement will further the municipal purpose of allowing the El Paso Police Department to comply with racial profiling requirements as determined by state and federal law, in addition to providing yearly reporting as required by Texas Commission on Law Enforcement.

SELECTION SUMMARY:

Not Applicable

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$127,748.00 for the term, which represents a 34.38% increase due to the new annual recurring fees included in this contract.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

Not applicable.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$499,343.00

Funding Source: Confiscated Funds

Account: 321 – 2812 – 21270 – 533030

2024-0297 Enforcement Mobile Software, Hardware and Services

Revised 1/23/2023-V3 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Peter Pacillas, Police Chief

Project Form
Non-Competitive

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

Please place the following item on the Regular Agenda for the City Council Meeting of February 27, 2024.

Strategic Goal 2 - Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.4 Improve motorist safety and traffic management solutions.

Award Summary:

Discussion and action that the City Manager be authorized to sign, on behalf of the City of El Paso, an Amendment to the License and Services Agreement dated August 23, 2011 between Tyler Technologies, Inc., and the City of El Paso in the City of El Paso, El Paso County, Texas. This to continue software, products, and services through Tyler Technologies.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$127,748.00 for the term, which represents a 34.38% increase due to the new annual recurring fees included in this contract.

Department:	Police
Award to:	Tyler Technologies, Inc.
City & State:	Plano, TX
Item(s):	All
Initial Term:	4 Years
Option Term:	NA
Total Contract Time:	4 Years
Annual Estimated Award:	\$371,595.00 (One-time) \$30,535.00 (Year 1) \$31,451.00 (Year 2) \$32,395.00 (Year 3) \$33,327.00 (Year 4)
Initial Term Estimated Award:	\$499,343.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$499,343.00
Account(s):	321 – 2812 – 21270 – 533030
Funding Source(s):	Confiscated Funds
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source – (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to Tyler Technologies, Inc., under the exemption listed above.

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

RESOLUTION

WHEREAS, City of El Paso and Tyler Technologies, Inc. (as successor-in-interest to Brazos Technology Corporation) are parties to an Agreement dated August 23, 2011, (the “Original Agreement”);

WHEREAS, the City and Tyler modified the Original Agreement by an amendment dated August 18, 2021 (the “Brazos Amendment”);

WHEREAS, the City and Tyler now desire to terminate the Brazos Amendment and replace it with updated terms to reflect the ongoing nature of their relationship, under the terms of this License and Services Agreement;

WHEREAS, Section 252.022(a)(7)(D) of the Texas Local Government Code allows expenditures for a procurement of items that are available from only one source, including captive replacement parts or components for equipment;

WHEREAS, the additional purchase of handheld devices for El Paso Police Department officers that are already in use by the department, and has current full interface with Full Court Enterprise, a software management program being utilized by El Paso Municipal Court, will provide continuity to the City; and

WHEREAS, this agreement will further the municipal purpose of allowing the El Paso Police Department to comply with racial profiling requirements as determined by state and federal law, in addition to providing yearly reporting as required by Texas Commission on Law Enforcement.

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

That the City Manager be authorized to sign, on behalf of the City of El Paso, an Amendment to the License and Services Agreement dated August 23, 2011 between Tyler Technologies, Inc., and the City of El Paso in the City of El Paso, El Paso County, Texas.

APPROVED this the _____ day of _____ 2024.


THE CITY OF EL PASO

Oscar Lesser
Mayor

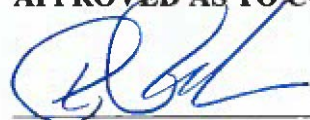
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


Peter Pacillas, Chief
El Paso Police Department



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of El Paso, with offices at 300 N. Campbell St., El Paso, Texas 79901 ("Client").

WHEREAS, Tyler and the Client are parties to that certain License and Services Agreement with an effective date on or around February 14, 2024 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement as further provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Addition of New Products and Services. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. The following payment terms shall apply:
 - a. *License Fees:* License fees are invoiced upon delivery of the software. As further described below, license fees for the Tyler Software identified on the Amendment Investment Summary shall be paid in full by application of the license fee credit issued pursuant to Paragraph 5 of this Amendment.
 - b. *Maintenance and Support Fees:* The annual maintenance and support term for the Tyler Software identified on the Amendment Investment Summary shall commence on March 1, 2024 and continue for one (1) year. The term shall automatically renew for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Year 1 maintenance and support fees, at the rate set forth in Exhibit 1, will be invoiced on March 1, 2024. Subsequent maintenance and support fees will be invoiced annually in advance at Tyler's then-current rates, provided, however that fees for Years 2 through 4 will increase by no more than 3% over the prior year.
 - c. *Hosting Fees:* The annual hosting term for the Tyler Software identified on the Amendment Investment Summary shall commence on March 1, 2024 and continue for one (1) year. The term shall automatically renew for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Year 1 hosting fees, at the rates set forth in Exhibit 1, will be invoiced on March 1, 2024. Subsequent hosting fees will be invoiced annually in advance at Tyler's then-current rates, provided, however that fees for Years 2 through 4 will increase by no more than 3% over the prior year.

- d. *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery. As further described below, fees for the Third Party Hardware identified on the Amendment Investment Summary shall be paid in full by application of the credits issued pursuant to Paragraph 5 of this Amendment.
 - e. *Shipping Fees*: Shipping fees are invoiced on the Amendment Effective Date.
2. Voiding Maintenance and Hosting Fees. Maintenance and Support and Hosting Fees for the following Tyler Software purchased pursuant to the Agreement are hereby waived for one (1) year, pending removal of such Tyler Software and the associated maintenance and hosting fees, as described in Paragraph 5 below, and accordingly any outstanding Maintenance and Support or Hosting Fee balances for such software is hereby voided:
- a. REF License – (RunIt Software-MDC/TABLET/PDA/iOS Compatible) [300/MDC Lics] – Maintenance, in the amount of \$36,225;
 - b. Hosting Fee for the above-referenced software, in the amount of \$12,075.

For the avoidance of doubt, this Amendment does not change Client’s payment obligations related to the Task: Tow/Impound Report (standard) Tyler Software purchased pursuant to the Agreement with respect to the maintenance and support fees (in the Year 1 amount of \$683) or hosting fees (in the Year 1 amount of \$228) to be invoiced on March 1, 2024.

3. Payment of Balance Due. Upon execution of this Amendment, Client shall immediately pay all outstanding one-time fees due under the Agreement as of the Amendment Effective Date, if any, for a total amount paid of \$371,595.
4. Hardware Return. Upon execution of this Amendment, Tyler will issue to Client an RMA# and shipping labels for the return and tracking of the following Third Party Hardware previously added to the Agreement:
- a. L-Tron, Acc-Laptop, DL Scanner w/Magnetic Mount (4910LR-152-LTRK-MM)-OLM item [300].

Upon receipt of the RMA#, Client will immediately ship to Tyler the above-listed hardware. Shipping costs are identified at Exhibit 1 and will be invoiced in accordance with Section 1 above. Other than the three (3) scanners that Tyler agrees to accept as an open-box return, the remaining 297 scanners must be received unopened and in “like-new” condition in order for the return to be fully credited as set forth below.

5. New Hardware Order; Removal of Licenses; Issuance of Credits. Upon Tyler’s receipt of both the payment described in Paragraph 3 and tracking information confirming that the hardware return described in Paragraph 4 has been picked up from Client and is en route to Tyler, the following shall occur:
- a. Tyler shall order the Third Party Hardware identified in the Amendment Investment Summary for delivery to Client no later than March 15, 2024.

- b. The Third Party Hardware listed in Paragraph 4 shall be removed from the Agreement, and Tyler shall issue to Client a credit in the amount of \$108,900 for the return of such hardware. This credit shall be applied toward the total amount due for the Third Party Hardware identified on the Amendment Investment Summary in Exhibit 1 to this Amendment, and shall be reflected on the invoice for such hardware.
 - c. The licenses, maintenance and support, and hosting fees for the following Tyler Software shall be removed from the Agreement:
 - i. REF License – (RunIt Software-MDC/TABLET/PDA/iOS Compatible) [300/MDC Lics].
 - ii. Accordingly, for the avoidance of doubt, (1) the associated maintenance and support fees under the Agreement shall be reduced by \$36,225, leaving a total of \$22,901 in maintenance fees for Year 1, including items added pursuant to this Amendment; and (2) the associated hosting fees shall be reduced by \$12,075, leaving a total of \$7,634 in hosting fees for Year 1, including items added pursuant to this Amendment.
 - d. Tyler shall issue to Client a credit in the amount of \$172,500 for the above-listed software licenses. Of this amount, \$105,800 shall be applied to the total amount due for the license fees for Tyler Software identified on the Amendment Investment Summary in Exhibit 1, and \$66,700 shall be applied toward the total amount due for the Third Party Hardware identified on the Amendment Investment Summary. Such credit amounts shall be reflected on the invoices for such items.
 - e. Tyler shall issue to Client a credit in the amount of \$2,000 for the following services: Set-Up & Configuration for hardware platform – LAPTOP. Such credit shall be applied toward the total amounts due for the Third Party Hardware and Shipping Fees identified on the Amendment Investment Summary and shall be reflected on the invoices for such items.
- 6. For the avoidance of doubt, upon completion of all items and issuance of all credits listed above, the total balance due from Client for the License Fees, Third Party Hardware Fees, and Shipping Fees set forth in Exhibit 1 shall be \$0. For illustrative purposes only, an overview of the items purchased and credited pursuant to the Agreement as modified by this Amendment is attached hereto as Exhibit 2.
 - 7. Client agrees that if Tyler ultimately does not receive the hardware return as described in Paragraph 4 above, the credits outlined in Paragraph 5 shall be reversed, and Client will be responsible to pay in full for both the Third Party Hardware added to the Agreement via this Amendment and the Third Party Hardware listed in Paragraph 4.
 - 8. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of El Paso, Texas

By: Sherry Clark
By: [Sherry Clark \(Feb 9, 2024 10:47 CST\)](#)

By: _____

Name: Sherry Clark

Name: Cary Westin

Title: Group General Counsel

Title: Interim City Manager

Date: 2/9/24

Date: _____

Approved as to form:

E Gutierrez
Eric Gutierrez
Senior Assistant City Attorney



Exhibit 1

Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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INVESTMENT SUMMARY

Tyler Software	\$ 105,800
Services	\$ 416
Third-Party Products	\$ 177,184
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 283,400
Annual Recurring Fees/SaaS	\$ 7,406
Tyler Software Maintenance	\$ 22,218



Quoted By: Kimberly Germer
 Quote Expiration: 9/30/23
 Quote Name: Amendment to move Lics to PDA's
 GSA Contract- GS-35F-0096X

Sales Quotation For:

El Paso Police Department
 911 N Raynor St Lowr LEVEL
 El Paso, TX 79903-4136
 Phone: +1 (915) 832-4400

Shipping Address:

El Paso Police Department
 911 N Raynor St Lowr LEVEL
 El Paso, TX 79903-4136

Tyler Software

Description	License	Discount	License Total	Due 3/1/24 Maintenance
Enforcement Mobile				
License				
REF License -(RunIt Software- MDC/TABLET/PDA /iOS Compatible) [/PDA 184 Lics] (ONE-TIME SPECIAL OFFER)	\$ 105,800	\$ 0	\$ 105,800	\$ 22,218
Total	\$ 105,800	\$ 0	\$ 105,800	\$ 22,218
TOTAL	\$ 105,800	\$ 0	\$ 105,800	\$ 22,218

Annual / SaaS

Description	Quantity	Fee	Discount	Due 3/1/24 Annual
Enforcement Mobile				
Hosting Fee	1	\$ 7,406	\$ 0	\$ 7,406
TOTAL				\$ 7,406

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					
Shipping: City of El Paso to Tyler's College Station Office-(L-Tron Scanner Return)	1	\$ 450	\$ 34	\$ 416	\$ 0
TOTAL				\$ 416	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					
TC720L-OME24B0-NA / Zebra EVM, TC72, no cellular	184	\$ 850	\$ 156,400	\$ 0	\$ 0
BTRY-TC7X-46MAH-01 / Zebra EVM, TC7X Battery	168	\$ 73	\$ 12,264	\$ 0	\$ 0
CBL-DC-388A1-01 / Zebra EVM, Acc-HH, US DC Line Cord	40	\$ 12	\$ 480	\$ 0	\$ 0
SAC-TC7X-4BTYP / Zebra EVM, TC7X, 4 Slot Battery Charger	40	\$ 144	\$ 5,760	\$ 0	\$ 0
PWR-BGA12V50W0WW / Zebra EVM, TC7X, Power Supply for Battery Charger	40	\$ 43	\$ 1,720	\$ 0	\$ 0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	40	\$ 14	\$ 560	\$ 0	\$ 0
TOTAL			\$ 177,184		\$ 0

Due 3/1/24

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$ 105,800	\$ 22,218
Total Annual	\$ 0	\$ 7,406
Total Tyler Services	\$ 416	\$ 0
Total Third-Party Hardware, Software, Services	\$ 177,184	\$ 0
Summary Total	\$ 283,400	\$ 29,624



Exhibit 2
Overview of Items Purchased and Credited – For Illustrative Purposes Only

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For Illustrative Purposes Only

Quoted By: Kimberly Germer
Quote Expiration: 2/28/24
Quote Name: Amendment to move MDC Lics to PDA's

Sales Quotation For:

El Paso Police Department
911 N Raynor St Lowr LEVEL
El Paso, TX 79903-4136
Phone: +1 (915) 832-4400

Shipping Address:

El Paso Police Department
911 N Raynor St Lowr LEVEL
El Paso, TX 79903-4136

Tyler Software

Description	License	Discount	License Total	Maintenance Due 3/1/24
Enforcement Mobile				
License				
REF License-(RunIt Software- MDC/TABLET/PDA /iOS Compatible) [184/PDA Lics] (ONE-TIME SPECIAL OFFER)	\$ 105,800	\$ 0	\$ 105,800	\$ 22,218
Task: Tow/Impound Report (standard) (DELIVERED w/ENHANCEMENTS)	\$ 3,250	\$ 0	\$ 3,250	\$ 683
Total	\$ 109,050	\$ 0	\$ 109,050	\$ 22,901
TOTAL	\$ 109,050	\$ 0	\$ 109,050	\$ 22,901

Annual / SaaS

Description	Quantity	Fee	Discount	Annual Due 3/1/24
Enforcement Mobile				
Hosting Fee				
Hosting Fee	1	\$ 7,634	\$ 0	\$ 7,634

TOTAL

\$ 7,634

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					
Shipping: City of El Paso to Tyler's College Station Office-(L-Tron Scanners Return)	1	\$ 450	\$ 34	\$ 416	\$ 0
Set Up Fees - Third Party Hardware- (18) TC77's & (18) ZQ521- Agency will pay shipping to Brazos Customer Srv. (Reg. \$100/device) (DELIVERED)	1	\$ 0	\$ 0	\$ 0	\$ 0
Task: Language Translation (DELIVERED)	1	\$ 500	\$ 0	\$ 500	\$ 0
4 hours (one half day) of remote End User Training (DELIVERED)	1	\$ 500	\$ 0	\$ 500	\$ 0
Additional Training (One Day Onsite- Reg.\$1,000/day)- (DELIVERED)	1	\$ 0	\$ 0	\$ 0	\$ 0
Brazos Project Management (DELIVERED)	1	\$ 1,000	\$ 0	\$ 1,000	\$ 0
TOTAL				\$ 2,416	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Annual Maintenance
Enforcement Mobile					
TC720L-0ME24B0-NA / Zebra EVM, TC72, no cellular	184	\$ 850	\$ 156,400	\$ 0	\$ 0
PWR-BGA12V50W0WW / Zebra EVM, TC7X, Power Supply for Battery Charger	40	\$ 43	\$ 1,720	\$ 0	\$ 0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	40	\$ 14	\$ 560	\$ 0	\$ 0
SAC-TC7X-4BTYP / Zebra EVM, TC7X, 4 Slot Battery Charger	40	\$ 144	\$ 5,760	\$ 0	\$ 0
BTRY-TC7X-46MAH-01 / Zebra EVM, TC7X Battery	168	\$ 73	\$ 12,264	\$ 0	\$ 0
CBL-DC-388A1-01 / Zebra EVM, Acc-HH, US DC Line Cord	40	\$ 12	\$ 480	\$ 0	\$ 0
SAC-MPP-3BCHGUS1-01 ZEBRA AIT, 3 SLOT BATTERY CHARGER; SERIES; INCLUDES POWER SUPPLY AND US POWER CORD (DELIVERED)	10	\$ 245	\$ 2,450	\$ 0	\$ 0
LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case (DELIVERED)	20	\$ 107	\$ 2,140	\$ 0	\$ 0
BTRY-MPP-34MA1-01 / Zebra, Acc-Printer, ZQ520, Battery (replaces P1031365-059) (DELIVERED)	30	\$ 66	\$ 1,980	\$ 0	\$ 0

ZQ52-BUE0000-00 / Zebra, Printer, ZQ521- (DELIVERED)	125	\$ 611	\$ 76,375	\$ 0	\$ 0
TOTAL			\$ 260,129		\$ 0

Summary	One Time Fees	Due 3/1/24 Recurring Fees	Due 3/1/25 Recurring Fees	Due 3/1/26 Recurring Fees	Due 3/1/27 Recurring Fees
Total Tyler Software	\$ 109,050	\$ 22,901	\$ 23,588	\$ 24,296	\$ 25,025
Total Annual	\$ 0	\$ 7,634	\$ 7,863	\$ 8,099	\$ 8,342
Total Tyler Services	\$ 2,416	\$ 0	\$ 0	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 260,129	\$ 0	\$ 0	\$ 0	\$ 0
Summary Total	\$ 371,595	\$ 30,535	\$ 31,451	\$ 32,395	\$ 33,367



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, City of El Paso, El Paso Police Department (Client) and Tyler (as successor-in-interest to Brazos Technology Corporation) are parties to an Agreement dated August 23, 2011, (the "Original Agreement"), as modified by an amendment dated August 18, 2021 (the "Brazos Amendment");

WHEREAS, Tyler and Client now desire to terminate the Brazos Amendment and replace it with updated terms to reflect the ongoing nature of their relationship, under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of El Paso, Texas.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Hosting Services"** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. Termination of Brazos Amendment. As of the Effective Date of this Agreement, the Brazos Amendment is hereby terminated by mutual agreement of the parties. For the avoidance of doubt, other than the items added to the Original Agreement pursuant to the Brazos Amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.
2. License Grant and Restrictions.
 - 2.1 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may



be revoked if you do not comply with the terms of this Agreement. You may add additional licenses at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional licenses at our then-current list price, also by executing a mutually agreed addendum.

2.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

2.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

2.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

2.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

2.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

3. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the services, if any, itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.



3. **Additional Services.** The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.
7. **Client Assistance.** You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. **Background Checks.** For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.
2. If you have opted not to purchase ongoing maintenance and support services for the Tyler Software or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:



- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided



independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – HOSTING SERVICES

1. We will engage a third party service provider in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. The fees contained in the Investment Summary are subject to annual increases. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.
2. Hosting Services are provided on an annual basis. The initial term commences on March 1, 2024, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
3. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all the fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the



applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION H – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section J(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section J(3).
 - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
 - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would



have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B)**



AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the

event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Service Level Agreement
	Schedule 2: Support Call Process

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IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.

CITY OF EL PASO, TX

By: Sherry Clark
Sherry Clark (Feb 9, 2024 10:02 CST)

By: _____

Name: Sherry Clark

Name: Cary Westin

Title: Group General Counsel

Title: Interim City Manager

Date: 2/9/24

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of El Paso, TX
300 N. Campbell St.
El Paso, TX 79901
Attention: _____

Approved as to form:

E Gutierrez

Eric Gutierrez
Senior Assistant City Attorney





Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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INVESTMENT SUMMARY

Tyler Software	\$ 175,750
Services	\$ 4,000
Third-Party Products	\$ 191,845
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 371,595
Annual Recurring Fees/SaaS	\$ 12,303
Tyler Software Maintenance	\$ 36,908



Quoted By: Kimberly Germer
Quote Expiration: 8/31/21
**eCit Lic & TOW Add-On Only
**Special Pricing valid until 8/31/21
Quote Name: GSA Contract- GS-35F-0096X

Sales Quotation For:
City of El Paso
2 Civic Center Plz
El Paso, TX 79901-1196
Phone: +1 (915) 541-4145

Shipping Address:
City of El Paso
2 Civic Center Plz

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Brazos				
License				
REF License -(RunIt Software- MDC/TABLET/PDA /iOS Compatible) [300/MDC Lics]	\$ 172,500	\$ 0	\$ 172,500	\$ 36,225
Total	\$ 172,500	\$ 0	\$ 172,500	\$ 36,225
Task				
Task: Tow/Impound Report (standard)	\$ 3,250	\$ 0	\$ 3,250	\$ 683
Total	\$ 3,250	\$ 0	\$ 3,250	\$ 683
TOTAL	\$ 175,750	\$ 0	\$ 175,750	\$ 36,908

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Brazos				

Hosting Fee					
Brazos Hosting Fee	1	\$ 12,303	\$ 0	\$ 12,303	
TOTAL				\$ 12,303*	

*Total Hosting Fees reflect \$12,075 for the REF License - (RunIt Software-MDC/TABLET/PDA/iOS Compatible) Tyler Software and \$228 for the Task: Tow/Impound Report (standard) Tyler Software

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Brazos					
Brazos Project Management	1	\$ 1,000	\$ 0	\$ 1,000	\$ 0
Additional Training (One Day Onsite- Reg. \$1,000/day)	1	\$ 0	\$ 0	\$ 0	\$ 0
4 hours (one half day) of remote End User Training	1	\$ 500	\$ 0	\$ 500	\$ 0
Task: Language Translation	1	\$ 500	\$ 0	\$ 500	\$ 0
Set-Up & Configuration for hardware platform - LAPTOP	1	\$ 2,000	\$ 0	\$ 2,000	\$ 0
Set Up Fees - Third Party Hardware- (18) TC77's & (18) ZQ521- Agency will pay shipping to Brazos Customer Srv. (Reg. \$100/device)	36	\$ 0	\$ 0	\$ 0	\$ 0
TOTAL				\$ 4,000	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Brazos					
ZQ52-BUE0000-00 / Zebra, Printer, ZQ521	125	\$ 611	\$ 76,375	\$ 0	\$ 0
BTRY-MPP-34MA1-01 / Zebra, Acc-Printer, ZQ520, Battery (replaces P1031365-059)	30	\$ 66	\$ 1,980	\$ 0	\$ 0
LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case	20	\$ 107	\$ 2,140	\$ 0	\$ 0
SAC-MPP-3BCHGUS1-01 ZEBRA AIT, 3 SLOT BATTERY CHARGER; ZQ600, QLN AND ZQ500 SERIES; INCLUDES POWER SUPPLY AND US POWER CORD	10	\$ 245	\$ 2,450	\$ 0	\$ 0
L-Tron, Acc-Laptop, DL Scanner w/Magnetic Mount (4910LR-152-LTRK-MM)- OLM item	300	\$ 363	\$ 108,900	\$ 0	\$ 0
TOTAL			\$ 191,845		\$ 0

Summary**One Time Fees**

Total Tyler Software	\$ 175,750
Total Annual	\$ 0
Total Tyler Services	\$ 4,000
Total Third-Party Hardware, Software, Services	\$ 191,845
Total One-Time Cost	\$ 371,595

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

Assumptions

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees; Tyler will invoice Client for the License Fees listed above upon delivery of the software. Maintenance, Hosting Fees, and SaaS Fees listed above will be invoiced upon one (1) year from the effective date and annually thereafter on the anniversary of that date. The first year's maintenance and hosting fees are waived. All payment terms are net thirty (30) days. Renewals will be invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below."

Implementation and other professional services fees shall be invoiced as delivered. Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis. Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement. Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.

- Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.



Exhibit B Invoicing and Payment Policy

We will provide you with the software, products, and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Outstanding Balances Under Brazos Amendment Voided. All outstanding balances due pursuant to the Brazos Amendment, including any subsequent annual maintenance and support and hosting fees for the items purchased pursuant to the Brazos Amendment, are hereby voided.
2. Tyler Software.
 - 2.1 *License Fees:* License fees are invoiced in full on the Effective Date.
 - 2.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are due on March 1, 2024. Subsequent maintenance and support fees are invoiced annually in advance of every anniversary thereof at Tyler's then-current rates, provided, however that fees for Years 2 through 4 shall increase by no more than 3% over the prior year.
3. Professional Services.
 - 3.1 *Professional Services:* All professional services listed in the Investment Summary have been delivered. Accordingly, professional services shall be invoiced in full on the Effective Date.
 - 3.2 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software, if any, are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.
4. Hosting Fees. Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance, beginning on March 1, 2024. Year 1 fees are at the rates set forth in the Investment Summary. Subsequent annual fees will be at our then-current rates, provided, however, that fees for Years 2 through 4 shall increase by no more than 3% over the prior year.
5. Annual Services. Other annual services (including subscription services) not otherwise addressed herein, if any, shall have an initial term that commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Year 1 annual services fees are at the rates set forth in the Investment

Summary and are due upon the commencement of the initial term for the annual services. Subsequent annual services fees, at Tyler's then-current rates, are invoiced annually in advance.

6. Third Party Products.

6.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced in full on the Effective Date.

6.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

6.3 *Third Party Hardware:* All Third Party Hardware listed in the Investment Summary has been delivered. Accordingly, all Third Party Hardware costs shall be invoiced in full on the Effective Date.

6.4 *Third Party Services:* All Third Party Services listed in the Investment Summary, if any, have been delivered. Accordingly, all Third Party Services shall be invoiced in full on the Effective Date.

6.5 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

7. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on March 1, 2024 and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet



connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 2 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day



For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Legislation Text

File #: 24-291, 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, K. Nicole Cote, (915) 212-1092

Police, Chief Peter Pacillas, (915) 212-4305

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 2.4 Improve motorist safety and traffic management solutions.

Award Summary:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0370 Police Ordered and Non-Consent Towing to 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., for six (6) months for an estimated amount of \$489,649.75 on a rotation and as needed basis.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$128,249.75 for the six (6) month term, which represents a 35.49% increase due to high rate of incidents and labor rate in the event of large-scale incidents.

Department:	Police
Vendor #1:	3H Towing, LLC
City & State:	El Paso, TX
Item(s):	Group 1 - Item 1 Group 2 - Item 1
Initial Term:	6 months
Option Term:	NA
Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95
Option Term Estimated Award:	NA
Total Estimated Award:	\$97,929.95

Vendor #2: AD Wrecker Service, Inc., dba AD Towing & Recovery
City & State: El Paso, TX
Item(s): Group 1 - Item 1, 2 & 3
Group 2 - Item 1
Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Vendor #3: Raul Fernandez dba Dependable Towing
City & State: El Paso, TX
Item(s): Group 1 - Item 1 & 2
Group 2 - Item 1
Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Vendor #4: Kamel Towing, Inc.
City & State: El Paso, TX
Item(s): Group 1 - Item 1 & 2
Group 2 - Item 1
Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Vendor #5: Sohle Express Towing, Inc.
City & State: El Paso, TX
Item(s): Group 1 - Item 1, 2 & 3
Group 2 - Item 1
Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA

Total Estimated Award: \$97,929.95

Annual Estimated Award: NA

Initial Term Estimated Award: \$489,649.75 (5 Vendors)

Option Term Estimated Award: NA

Total Estimated Award: \$489,649.75 (5 Vendors)

Account(s): 321 - 2811 - 21280 - 522070

Funding Source(s): Police Tow Lot

District(s): All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., under the exemption listed above.

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

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Peter Pacillas, Police Chief (915) 212-4305
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.4 – Improve motorist safety and traffic management solutions

SUBJECT:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0370 Police Ordered and Non-Consent Towing to 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., for six (6) months for an estimated amount of \$489,649.75 on a rotation and as needed basis.

BACKGROUND / DISCUSSION:

This is a Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents.

SELECTION SUMMARY:

Vendors currently providing towing services for Gross Vehicle Weight (GVW) 10,000 lbs. or less - 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., GVW 10,001 - 24,999 lbs., AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., & GVW 25,000 lbs. and over - AD Wrecker Service, Inc., dba AD Towing & Recovery, and Sohle Express Towing, Inc.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$128,249.75 for the six (6) month term, which represents a 35.49% increase due to high rate of incidents and labor rate in the event of large-scale incidents.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

Not applicable.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$489,649.75
Funding Source: Police Tow Lot
Account: 321 – 2811 – 21280 – 522070

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Peter Pacillas, Police Chief

Project Form
Non-Competitive

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

Please place the following item on the Regular Agenda for the City Council Meeting of February 27, 2024.

Strategic Goal 2 - Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.4 Improve motorist safety and traffic management solutions.

Award Summary:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0370 Police Ordered and Non-Consent Towing to 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., for six (6) months for an estimated amount of \$489,649.75 on a rotation and as needed basis.

Contract Variance:

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Vendor #2:	AD Wrecker Service, Inc., dba AD Towing & Recovery
City & State:	El Paso, TX
Item(s):	Group 1 – Item 1, 2 & 3 Group 2 – Item 1
Initial Term:	6 months
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Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95
Option Term Estimated Award:	NA
Total Estimated Award:	\$97,929.95

Vendor #3:	Raul Fernandez dba Dependable Towing
City & State:	El Paso, TX
Item(s):	Group 1 – Item 1 & 2

	Group 2 – Item 1
Initial Term:	6 months
Option Term:	NA
Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95
Option Term Estimated Award:	NA
Total Estimated Award:	\$97,929.95

Vendor #4:	Kamel Towing, Inc.
City & State:	El Paso, TX
Item(s):	Group 1 – Item 1 & 2 Group 2 – Item 1
Initial Term:	6 months
Option Term:	NA
Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95
Option Term Estimated Award:	NA
Total Estimated Award:	\$97,929.95

Vendor #5:	Sohle Express Towing, Inc.
City & State:	El Paso, TX
Item(s):	Group 1 – Item 1, 2 & 3 Group 2 – Item 1
Initial Term:	6 months
Option Term:	NA
Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95
Option Term Estimated Award:	NA
Total Estimated Award:	\$97,929.95

Annual Estimated Award:	NA
Initial Term Estimated Award:	\$489,649.75 (5 Vendors)
Option Term Estimated Award:	NA
Total Estimated Award:	\$489,649.75 (5 Vendors)
Account(s):	321 – 2811 – 21280 – 522070
Funding Source(s):	Police Tow Lot
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., under the exemption listed above.

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



Legislation Text

File #: 24-276, 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, K. Nicole Cote, (915) 212-1092

Zoo, Joseph Montisano, (915) 212-2800

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:

Discussion and action on the Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0306 Frozen Carnivore Diet to Milliken Meat Product, Ltd. for an initial term of three (3) years for an estimated amount of \$293,472.00. This contract will provide a well-balanced, complete frozen carnivore diet for all carnivorous animals at the City of El Paso Zoo.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$68,472.00 for the initial term which represents 30.43%. This is due to the addition of new food items and current market pricing.

Department:	Zoo
Award to:	Milliken Meat Products Ltd.
City & State:	Markham, Ontario, Canada
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$97,824.00
Initial Term Estimated Award:	\$293,472.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$293,472.00
Account(s):	531100-452-3400-52140-P5241
Funding Source(s):	Animals & Animal Supplies
District(s):	All

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing Department and Zoo recommend award as indicated to Milliken Meat Products, Ltd. under the exemption listed above.

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

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Joseph Montisano, Zoo Director (915) 212-2800
K. Nicole Cote, Managing Director of Purchasing & Strategic Sourcing (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 4 – Enhance El Paso's Quality of Life through Recreational, Cultural, and Educational Environments.

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs.

SUBJECT:

Request that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Milliken Meat Products Ltd for a three (3) year term for an estimated amount of \$293,472.00. This contract will allow the Zoo department to purchase a complete frozen carnivore diet for feeding exotic zoo animals.

BACKGROUND / DISCUSSION:

This contract will provide a well-balanced and complete frozen carnivore diet for all carnivorous animals within the Zoo.

SELECTION SUMMARY:

This is a non-competitive procurement due to the inability to award a contract after two competitive procurement processes. The first solicitation attempt was advertised May 3, 2023 and the second solicitation was advertised October 3, 2023. Both bids did not meet nutritional values required by City of El Paso Zoo Department and both solicitations were allowed to expire. In accordance with the Amended and Restated Procurement Sourcing Policy this requirement can be fulfilled by a non-competitive award.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$68,472.00 for the initial term which represents 30.43%. This is due to the addition of new food items and current market pricing.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$293,472.00

Funding Source: 531100-452-3400-52140-P5241

Account: Animals & Animal Supplies

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Zoo

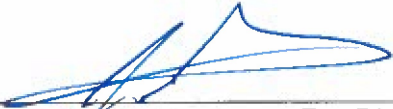
2024-0306 Frozen Carnivore Diet

Revised 1/23/2023-V3 – Previous Versions Obsolete

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Joseph Montisano, Zoo Director

Project Form
Non-Competitive

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

Please place the following item on the (Regular) Agenda for the (City Council) of February 13, 2024.

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:

Discussion and action on the Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0306 Frozen Carnivore Diet to Milliken Meat Product, Ltd. for an initial term of three (3) years for an estimated amount of \$293,472.00. This contract will provide a well-balanced, complete frozen carnivore diet for all carnivorous animals at the City of El Paso Zoo.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$68,472.00 for the initial term which represents 30.43%. This is due to the addition of new food items and current market pricing.

Department:	Zoo
Award to:	Milliken Meat Products Ltd.
City & State:	Markham, Ontario, Canada
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$97,824.00
Initial Term Estimated Award:	\$293,472.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$293,472.00
Account(s):	531100-452-3400-52140-P5241

Funding Source(s): Animals & Animal Supplies

District(s): All

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing Department and Zoo recommend award as indicated to Milliken Meat Products, Ltd. under the exemption listed above.

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



Legislation Text

File #: 24-96, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

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

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 6.1 Recruit and retain a skilled and diverse workforce.

Award Summary:

Discussion and action on the award of Solicitation 2024-0080R Executive Recruitment Services for City Manager to Baker Tilly US, LLP for an estimated amount of \$42,585.00. This contract will assist the City with conducting a search to select a new City Manager.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$19,585.00, which represents a 85.15% increase due to additional scope of work added to the contract and price increases in the marketplace.

Department:	Human Resources
Award to:	Baker Tilly US, LLP
City & State:	Madison, WI
Item(s):	All
Initial Term:	Upon Completion
Option Term:	N/A
Total Contract Time:	Upon Completion
Annual Estimated Award:	N/A
Initial Term Estimated Award:	N/A
Option Term Estimated Award:	N/A
Total Estimated Award:	\$42,585.00
Account(s):	999-1000-99999-544110
Funding Source(s):	Non-Departmental
District(s):	All

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing and Human Resources Departments recommend award as indicated to Baker Tilly US, LLP the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.
[POSTPONED FROM 01-30-2024]

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

AGENDA DATE: January 17, 2024

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Mary Wiggins, Chief Human Resources Officer (915) 212-1267
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.1 Recruit and retain a skilled and diverse workforce

SUBJECT:

Discussion and action on the award of solicitation 2024-0080R Executive Recruitment Services for City Manager to Baker Tilly US, LLP for an estimated amount of \$42,585.00. This contract will assist the City with conducting a search to select a new City Manager.

BACKGROUND / DISCUSSION:

The awarded firm will assist the City of El Paso with conducting a search to select a new City Manager. The awarded firm will meet with Council, staff, community groups, and leaders; the search includes a community engagement process. The firm will complete a comprehensive community profile and recruitment brochure in both English and Spanish. The firm will also conduct a comprehensive national search and provide the City with a final selection of the most qualified candidates.

SELECTION SUMMARY:

Solicitation was advertised on September 26, 2023, and October 3, 2023. The solicitation was posted on City website on September 26, 2023. There were a total of seventeen (17) viewers online; four (4) proposals were received; one (1) from a local supplier.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$19,585.00, which represents a 85.15% increase due to additional scope of work added to the contract and price increases in the marketplace.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

Amount: \$42,585.00

Funding Source: Non-Departmental

Account: 999-1000-99999-544110

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Human Resources
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Mary Wiggins

Mary Wiggins, Chief Human Resources Officer

Project Form
Request for Proposals

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

Please place the following item on the Regular Agenda for the City Council of January 17, 2024.

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

The linkage to the Strategic Plan is subsection: 6.1 Recruit and retain a skilled and diverse workforce

Award Summary:

Discussion and action on the award of solicitation 2024-0080R Executive Recruitment Services for City Manager to Baker Tilly US, LLP for an estimated amount of \$42,585.00. This contract will assist the City with conducting a search to select a new City Manager.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$19,585.00, which represents a 85.15% increase due to additional scope of work added to the contract and price increases in the marketplace.

Department:	Human Resources
Award to:	Baker Tilly US, LLP
City & State:	Madison, WI
Item(s):	All
Initial Term:	Upon Completion
Option Term:	N/A
Total Contract Time:	Upon Completion
Annual Estimated Award:	N/A
Initial Term Estimated Award:	N/A
Option Term Estimated Award:	N/A
Total Estimated Award:	\$42,585.00
Account(s):	999-1000-99999-544110
Funding Source(s):	Non-Departmental
District(s):	All

This was a Request for Proposals Procurement – service contract

The Purchasing & Strategic Sourcing and Human Resources Departments recommend award as indicated to Baker Tilly US, LLP the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

Committee Scoresheet - Step 1					
Request for Proposal					
Solicitation	2024-0080R Executive Recruitment Services for City Manager				
	Max Points	Baker Tilly US, LLP	Kyle Martin DBA Ghost Mountain, LLC - Proposal Deemed Non-Responsive	Recruiting Source International, LLC - Proposal Deemed Non-Responsive	Sparrow Company, LLC DBA Sparrow Search, LLC
Factor A - Price					
Total Score	15	15.00			12.96
Factor B - Understanding of Scope of Work					
Total Score	10	9.33			9.67
Factor C - Prior Experience					
General Experience	10	10.00			0.00
Specialized Experience	15	14.33			5.00
Total Score	25	24.33			5.00
Factor D - References					
Total Score	10	2.93			0.00
Factor E - Qualifications and Capabilities of Assigned Key Personnel					
Total Score	15	15.00			9.00
Factor F - Recruitment Methodology					
Total Score	25	23.33			17.22
Totals	100	89.92			53.85

Committee Scoresheet - Step 2		
	Max Points	Baker Tilly US, LLP
Presentation		
Total Score	100	96.67

Final Scoresheet			
	Max Points	Weight	Baker Tilly US, LLP
Step 1	100	90%	80.93
Step 2	100	10%	9.67
Total Score			90.60



CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION FORM



Solicitation Title: Executive Recruitment Services for City Manager

Solicitation #: 2024-0080R

Due Date: October 25, 2023

Department: Human Resources

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Baker Tilly US, LLP	Madison, WI	YES
Kyle Martin DBA Ghost Mountain, LLC	Seattle, WA	YES
Recruiting Source International, LLC	Katy, TX	YES
Sparrow Company, LLC DBA Sparrow Search, LLC	El Paso, TX	YES
RFPs SOLICITED:719 LOCAL RFPs SOLICITED:240 RFPs RECEIVED:4 LOCAL RFPs RECEIVED:1 NO BIDS:4		

NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/

Date: 10/27/23

2024-0080R Executive Recruitment Services for City Manager

Page 1

2024-0080R Executive Recruitment Services for City Manager[View List](#)

No.	Participant Name	City	State
1	Recruiting Source International LLC	Katy	TX
2	GC Services Limited Partnership	Houston	TX
3	Group Travel Consultants, Inc	Orlando	FL
4	Ralph Andersen & Associates	Rocklin	CA
5	Textbook Warehouse (Textbook Warehouse, LLC)	Alpharetta	GA
6	Sparrow Company LLC	El Paso	TX
7	Ghost Mountain LLC	Seattle	WA
8	Baker Tilly US, LLP	Plano	TX
9	365 Health & Fitness (365 III.VI.V. FITNESS, INC.)	Leonard	TX
10	Octavias Group LLC (Paris O. Davidson)	El Paso	TX
11	Americas Best Strategic Security Group LLC	El Paso	TX
12	AustinWorkNet	Austin	TX
13	Ironwood Business Consulting, LLC	The Woodlands	TX
14	Milliman, Inc.	Dallas	TX
15	Servin, LLC	El Paso	TX
16	The Cable Source (The Cable Source Ltd. Co.)	El Paso	TX
17	The Outsource Connection, Inc	El Paso	TX

Request for Proposal 2024-0080R

**Executive Recruitment Services
for City Manager**

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

City Manager Executive Search Firm



- Request for Proposal 2024-0080R - seeking proposals for the Executive Recruitment of City Manager
- There were four (4) bids received, 1 from a local supplier
- Three-member committee evaluated the proposals:
 - ✓ Human Resources
- We are recommending award of the RFP to Baker Tilly US, LLP for \$42,585

Scope of Services:



- Meeting with Council and Community regarding expectations and strategic planning
- Comprehensive Recruitment brochure in both English and Spanish
- Spearhead an aggressive direct networking campaign to attract top talent and execute the advertising plan nationally
 - ✓ Targeted mailings
 - ✓ Selected advertising
 - ✓ Networking
 - ✓ Direct inquiries
 - ✓ Consultant's knowledge of candidates from other searches
- Screening of applications and recommendations of semi-finalists
- Conduct background checks, reference checks, and academic verifications

Scope of Services, cont'd:

- Final Interview and Selection process
 - Work with City Council to select finalists through an appropriate interview process
 - Work with CoEP staff
 - Conduct a community engagement process which includes a minimum of four committees
 - Work with City staff to coordinate a formal Meet & Greet with El Paso citizens
- Work with CoEP PIO team to engage and deliver communication to stakeholders and the community
- Triple Guarantee

Timeline



Project Milestones	Timeline
Meetings with Council and community outreach	2 weeks
Position profile and recruitment brochure development	2 weeks
Approve brochure, begin advertising and distribute marketing letter	2 weeks
Execution of recruitment strategy and candidate outreach	4 -5 weeks
Applicant screening and recommendation of semi-finalists	2 -3 weeks
Design final process with the CoEP for on-site interviews with finalists	1 -2 days
Background checks, reference checks and academic verifications	2 -3 weeks
Final report prepared and delivered to the CoEP	1 day
On-site interviews with finalists	1 – 2 days
Offer made/accepted	1 -2 days



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 24-283, 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, K. Nicole Cote, (915) 212-1092

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) award of Solicitation 2023-0669 Guardrails and Wooden Posts (Re-Bid) to TAO Industries, Inc. dba Hawk Construction for an initial term of three (3) year(s) for an estimated amount of \$2,782,410.00. The total contract time is for three (3) years for a total estimated amount of \$2,782,410.00. This contract is to purchase guardrails and wooden posts which are vital assets that are utilized throughout the City of El Paso's transportation system.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$2,069,010.00 for the initial term, which represents a 290.02% increase due to additional scope being added to the contract and increase quantities needed for Guardrails and Wooden Posts.

Department:	Streets and Maintenance
Award to:	TAO Industries, Inc. dba Hawk Construction
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$927,470.00
Initial Term Estimated Award:	\$2,782,410.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$2,782,410.00
Account(s)	532-532030-1000-32120-P3210

Funding Source(s):	General Fund
District(s):	All

This is a Low Bid Award - unit price contract

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to TAO Industries, Inc. dba Hawk Construction 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.

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J. Bristol, Streets & Maintenance Director, (915) 212-7000
K. Nicole Cote, Managing Director, (915) 212-1092

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 award of solicitation 2023-0669 Guardrails and Wooden Posts (Re-Bid) to TAO Industries, Inc. dba Hawk Construction for an initial term of three (3) years for an estimated amount of \$2,782,410.00.

BACKGROUND / DISCUSSION:

This contract is to purchase guardrails and wooden posts which are vital assets that are utilized throughout the City of El Paso's transportation system. The approval of this replacement contract would allow for the continual repair, replacement and/or new installations of Guard Rails and Wooden Posts damaged by vehicles throughout the City.

SELECTION SUMMARY:

Solicitation was advertised on August 1, 2023 and August 8, 2023. The solicitation was posted on City website on August 1, 2023. There was a total of forty-four (44) viewers online; Two (2) bids were received from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$2,069,010.00 for the initial term, which represents a 290.02% increase due to additional scope being added to the contract and increase quantities needed for guardrails and wooden posts.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$2,782,410.00
Funding Source: General Fund
Account: 532-532030-1000-32120-P3210

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets & Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:


Richard J. Bristol, Streets & Maintenance Director

1-29-24

Project Form
Low Bid

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

Please place the following item on the Regular Agenda for the City Council Meeting of February 27, 2024.

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) award of solicitation 2023-0669 Guardrails and Wooden Posts (Re-Bid) to TAO Industries, Inc. dba Hawk Construction for an initial term of three (3) year(s) for an estimated amount of \$2,782,410.00. The total contract time is for three (3) years for a total estimated amount of \$2,782,410.00. This contract is to purchase guardrails and wooden posts which are vital assets that are utilized throughout the City of El Paso's transportation system.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$2,069,010.00 for the initial term, which represents a 290.02% increase due to additional scope being added to the contract and increase quantities needed for Guardrails and Wooden Posts.

Department:	Streets and Maintenance
Award to:	TAO Industries, Inc. dba Hawk Construction
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$927,470.00
Initial Term Estimated Award:	\$2,782,410.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$2,782,410.00
Account(s)	532-532030-1000-32120-P3210
Funding Source(s):	General Fund
District(s):	All

This is a Low Bid Award - unit price contract

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to TAO Industries, Inc. dba Hawk Construction 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.



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: GUARDRAILS AND WOODEN POSTS (RE-BID) BID NO: 2023-0669

BID DATE: AUGUST 30, 2023

DEPARTMENT: STREETS AND MAINTENANCE

				Contractor's Barricade Service, Inc. DBA Apache Barricade & Sign El Paso, TX BIDDER 1 OF 2			TAO Industries, Inc. DBA HAWK Construction El Paso, TX BIDDER 2 OF 2					
--	--	--	--	-----------------------------------------------------------------------------------------------------	--	--	-------------------------------------------------------------------------------	--	--	--	--	--

Group I - Guardrails												
Item No.	Description	Unit of Measure	Approximate Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)			
1	Galvanized Guardrail 12'6" Panels	Each	250	\$ 362.50	\$ 90,625.00	\$ 271,875.00	\$ 190.00	\$ 47,500.00	\$ 142,500.00			
2	Galvanized Guardrail 25' Panels	Each	150	\$ 625.00	\$ 93,750.00	\$ 281,250.00	\$ 345.00	\$ 51,750.00	\$ 155,250.00			
3	Guardrail Bolts w/ Nuts 5/8" x2" (15.88mm x 50mm)	Each	2,000	\$ 10.00	\$ 20,000.00	\$ 60,000.00	\$ 4.75	\$ 9,500.00	\$ 28,500.00			
4	Guardrail Bolts w/ Nuts 5/8" x 10" (15.88mm x 255mm)	Each	2,000	\$ 17.00	\$ 34,000.00	\$ 102,000.00	\$ 10.00	\$ 20,000.00	\$ 60,000.00			
5	Guardrail Flared End Panels	Each	100	\$ 242.50	\$ 24,250.00	\$ 72,750.00	\$ 142.00	\$ 14,200.00	\$ 42,600.00			
6	Guardrail Buffer End Panels	Each	100	\$ 277.50	\$ 27,750.00	\$ 83,250.00	\$ 167.00	\$ 16,700.00	\$ 50,100.00			
7	12' 6" Curved Rail 26 Degree Radii	Each	15	\$ 625.00	\$ 9,375.00	\$ 28,125.00	\$ 398.00	\$ 5,970.00	\$ 17,910.00			
8	12' 6" Curved Rail 45 Degree Radii	Each	15	\$ 625.00	\$ 9,375.00	\$ 28,125.00	\$ 390.00	\$ 5,850.00	\$ 17,550.00			
Total					\$ 309,125.00	\$ 927,375.00		\$ 171,470.00	\$ 514,410.00			

Group II - Wooden Posts												
Item No.	Description	Unit of Measure	Approximate Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)			
1	7" x 6'3" Wooden Posts s/ One Bolt Hole	Each	600	\$ 77.50	\$ 46,500.00	\$ 139,500.00	\$ 65.00	\$ 39,000.00	\$ 117,000.00			
Total					\$ 46,500.00	\$ 139,500.00		\$ 39,000.00	\$ 117,000.00			



CITY OF EL PASO BID TABULATION FORM



BID TITLE: GUARDRAILS AND WOODEN POSTS (RE-BID)										BID NO: 2023-0669		
BID DATE: AUGUST 30, 2023										DEPARTMENT: STREETS AND MAINTENANCE		
				Contractor's Barricade Service, Inc. DBA Apache Barricade & Sign El Paso, TX BIDDER 1 OF 2			TAO Industries, Inc. DBA HAWK Construction El Paso, TX BIDDER 2 OF 2					
Group III - Specialty Attenuators												
Item No.	Description	Unit of Measure	Approximate Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)			
1	Energy Absorbing System	Each	15	\$ 5,400.00	\$ 81,000.00	\$ 243,000.00	\$ 44,000.00	\$ 660,000.00	\$ 1,980,000.00			
2	End Terminals	Each	15	\$ 2,600.00	\$ 39,000.00	\$ 117,000.00	\$ 3,800.00	\$ 57,000.00	\$ 171,000.00			
Total					\$ 120,000.00	\$ 360,000.00		\$ 717,000.00	\$ 2,151,000.00			
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>												
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				<input type="text"/>			<input type="text"/>					
NO OPTION OFFERED				<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>					
AMENDMENTS ACKNOWLEDGED:												
BIDS SOLICITED: 635 LOCAL BIDS SOLICITED: 316 BIDS RECEIVED: 2 LOCAL BIDS RECEIVED: 2 NO BID: 6												
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.												

2023-0669 Guardrails and Wooden Posts (Re-Bid)		
View List		
	Participant Name	Email
1	Hawk Construction	jojeda@hawkconcrete.com
2	APACHE BARRICADE & SIGN (Contractor's Barricade Service, Inc)	dgamboa@apachebarricade.com
3	CSA Constructors (Karlsruher, Inc.)	honey@csaconstructorstx.com
4	Paso-Tex Industries LLC	kshankles@paso-tex.net
5	Unipak Corp.	customercare@unipakcorp.net
6	Black Fox Services LLC (James L Fox III)	james@teambblackfox.com
7	DYER CYCLE	dyercycleco@sbcglobal.net
8	Tolar Manufacturing Company, Inc	swilliams@tolarmfg.com
9	Filterbuy Incorporated	AR@filterbuy.com
10	AAA General Contractors, LLC	es@799contractors.com
11	Access Communications Group, LLC	sales@acglp.com
12	AGs Imperial Construction & Roofing LLC	agicr50@yahoo.com
13	Bella Luna Engineering and Building Maintenance	ana@bellalunaengineering.net
14	Burman Construction, LLC	estimating@burmanep.com
15	ConstructConnect	content@constructconnect.com
16	Construction Reporter	rebecca@constructionreporter.com
17	E.Venzor LLC	andyv@venzorgroups.com
18	EL PASO JAG INC.	Jag@elpasojag.com
19	El Paso Steel Doors & Frames, Inc.	ashley.epsd@gmail.com
20	Elite Contracting of El Paso	operations@elitecontractingep.com
21	ENVIRONMENTAL LAND MANAGEMENT	SAMTAMERMICHAEL@YAHOO.COM
22	Food Trailers To Go (Etex Alliance, LLC)	foodtrailerstogo@gmail.com
23	G.R.A.C.E. Construction	
24	GarCom, Inc.	jesse@garcominc.com
25	GMJR ENTERPRISES, LLC	gera.mnts@gmail.com
26	Horizone Construction 1 LTD	horizone.andres@gmail.com
27	HPO Construction	hpoconstruction@gmail.com
28	J Carrizal General Constructio	mcervantes@jcgcnconst.com
29	JR Compass LLC	Jrcompass.sa@gmail.com
30	JSR Construction & Remodeling LLC	jsrconstr@gmail.com
31	Legacy Roofing Co.	Legacyroofing_co@yahoo.com
32	Life Landscaping	
33	M.G. Construction	jg48432@gmail.com
34	Martinez Bros. Contractors, LLC	eddie@martinezbros.com
35	NexGen Roofing	
36	North America Procurement Council Inc., PBC	
37	NORTHERN TOOL + EQUIPMENT	elpmgr@northerntool.com
38	PACIFIC OUTDOOR LIVING	paversm@pacificoutdoorliving.com
39	RCPM, LLC	
40	Red Feather Affordable Landscaping Inc (Robert Girardot)	redfeatheraffordable01@gmail.com
41	The PlanIt Room	projects@theplanitroom.com
42	Tiger Traffic, Inc.	John.Clay@tigertraffic.net
43	UebelKorp industries	
44	Vets Securing America, Inc (Vets Securing America)	arlyn@vetssecuringamerica.com



Legislation Text

File #: 24-148, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tracts 2 and 3, Block D, Christy Tract, 7814 Craddock Avenue, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and R-3A (Residential) to R-1 (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 7814 Craddock Ave.

Applicant: Romo Property Investments, LLC, PZRZ23-00031

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

AGENDA DATE: January 30, 2024
PUBLIC HEARING DATE: February 27, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 7

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Tracts 2 and 3, Block D, Christy Tract, 7814 Craddock Avenue, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and R-3A (Residential) to R-1 (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 7814 Craddock Ave.
Applicant: Romo Property Investments, LLC, PZRZ23-00031

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-F (Ranch and Farm) and R-3A (Residential) to R-1 (Residential) to allow for single-family dwellings. On November 16, 2023, City Plan Commission recommended 5-0 to approve of the proposed rezoning. As of January 11, 2024, the Planning Division has not received any communication in support or opposition to the request from the public. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACTS 2 AND 3, BLOCK D, CHRISTY TRACT, 7814 CRADDOCK AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND R-3A (RESIDENTIAL) TO R-1 (RESIDENTIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of **a portion of Tracts 2 and 3, Block D, Christy Tract, 7814 Craddock Avenue** located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm) and R-3A (Residential)** to **R-1 (Residential)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

PZRZ23-00031

EXHIBIT "A"

EXHIBIT "A"

August 28, 2023
Parcel 1
(R-1)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion of Tracts 2 and 3, Block D, Christy Tract, as recorded in Volume 6, page 48, Plat Records of El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

The **"TRUE POINT OF BEGINNING"** being a found ½" rebar on the intersection of the southerly right of way line of Craddock Avenue with the westerly line of The Playa Drain from which a found ½" rebar with a cap marked 5372 on the intersection of the southerly right of way line of Craddock Avenue with the easterly line of the Playa Drain bears, South 71°04'55" East a distance of 138.51 feet;

Thence along the westerly line of the Playa Drain, South 44°20'00" West a distance of 253.29 feet to a set ½" rebar with a cap marked TX 5152;

Thence leaving said line, North 52°30'59" West a distance of 193.56 feet to a set nail in rock wall on the easterly line of Thomas Manor Unit Nine;

Thence along said line, North 42°19'17" East a distance of 74.11 feet to a set 1/2" rebar with a cap marked TX 5152 on the common line of Lots 63 and 64, Thomas Manor Unit Nine;

Thence leaving said line, South 60°22'56" East a distance of 150.00 feet to a set ½" rebar with a cap marked TX 5152;

Thence, North 68°03'05" East a distance of 63.88 feet to a set ½" rebar with a cap marked TX 5152;

Thence, North 44°20'00" East a distance of 94.27 feet to a set nail in post on the southerly right of way line of Craddock Avenue;

Thence along said line, South 71°10'00" East a distance of 26.58 feet to the **TRUE POINT OF BEGINNING** and containing 21,324 Square Feet or 0.4895 Acres of land more or less.

Note: A drawing of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM No. 10078100

August 28, 2023
Parcel II
(R-1)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion of Tract 3, Block D, Christy Tract, as recorded in Volume 6, Page 48, Plat Records of El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at a found $\frac{1}{2}$ " rebar on the intersection of the southerly right of way line of Craddock Avenue with the westerly line of Playa Drain from which a found $\frac{1}{2}$ " rebar with a cap marked 5372 on the intersection of the southerly right of way line of Craddock Avenue with the easterly line of the Playa Drain bears, South $71^{\circ}04'55''$ East a distance of 138.51 feet; Thence along the westerly line of the playa drain, South $44^{\circ}20'00''$ West a distance of 253.29 feet to a set $\frac{1}{2}$ " rebar with a cap marked TX 5152; for the **"TRUE POINT OF BEGINNING"**.

Thence along the westerly line of Playa Drain, South $44^{\circ}20'00''$ West a distance of 180.46 feet to a found $\frac{1}{2}$ " rebar at the point of curve;

Thence along the westerly line of the Playa drain, 55.73 feet along the arc of a curve to the left whose radius is 537.12 feet whose interior angle is $5^{\circ}56'40''$ whose chord bears, South $41^{\circ}21'40''$ West a distance of 55.70 feet to a point from which a found $\frac{1}{2}$ " rebar bears North $20^{\circ}32'32''$ East a distance of 0.13 feet;

Thence leaving said line, North $71^{\circ}10'00''$ West a distance of 204.40 feet to a found $\frac{1}{2}$ " rebar with a cap marked TX 2564 on the easterly line of Thomas manor Unit Nine;

Thence along said line, North $42^{\circ}19'17''$ East a distance of 301.18 feet to a set nail in rock wall;

Thence leaving said line, South $52^{\circ}30'59''$ East a distance of 193.56 feet to the **TRUE POINT OF BEGINNING** and containing 50,661 Square Feet or 1.1630 Acres of land more or less.

Note: A drawing of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

7814 Craddock Avenue

City Plan Commission — November 16, 2023

REZONING



CASE NUMBER: PZRZ23-00031
CASE MANAGER: Nataly Nevarez, (915) 212-1644, NevarezKN@elpasotexas.gov
PROPERTY OWNER: Romo Property Investments, LLC
REPRESENTATIVE: Conde, Inc.
LOCATION: 7814 Craddock (District 7)
PROPERTY AREA: 1.65 acres
REQUEST: Rezone from R-F (Ranch and Farm) and R-3A (Residential) to R-1 (Residential)
RELATED APPLICATIONS: SUSU23-00078 - Resubdivision Preliminary
PUBLIC INPUT: None as of November 9, 2023

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and R-3A (Residential) to R-1 (Residential) to allow for single-family dwellings.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the residential districts in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-3, Post-War for the future land use designation.

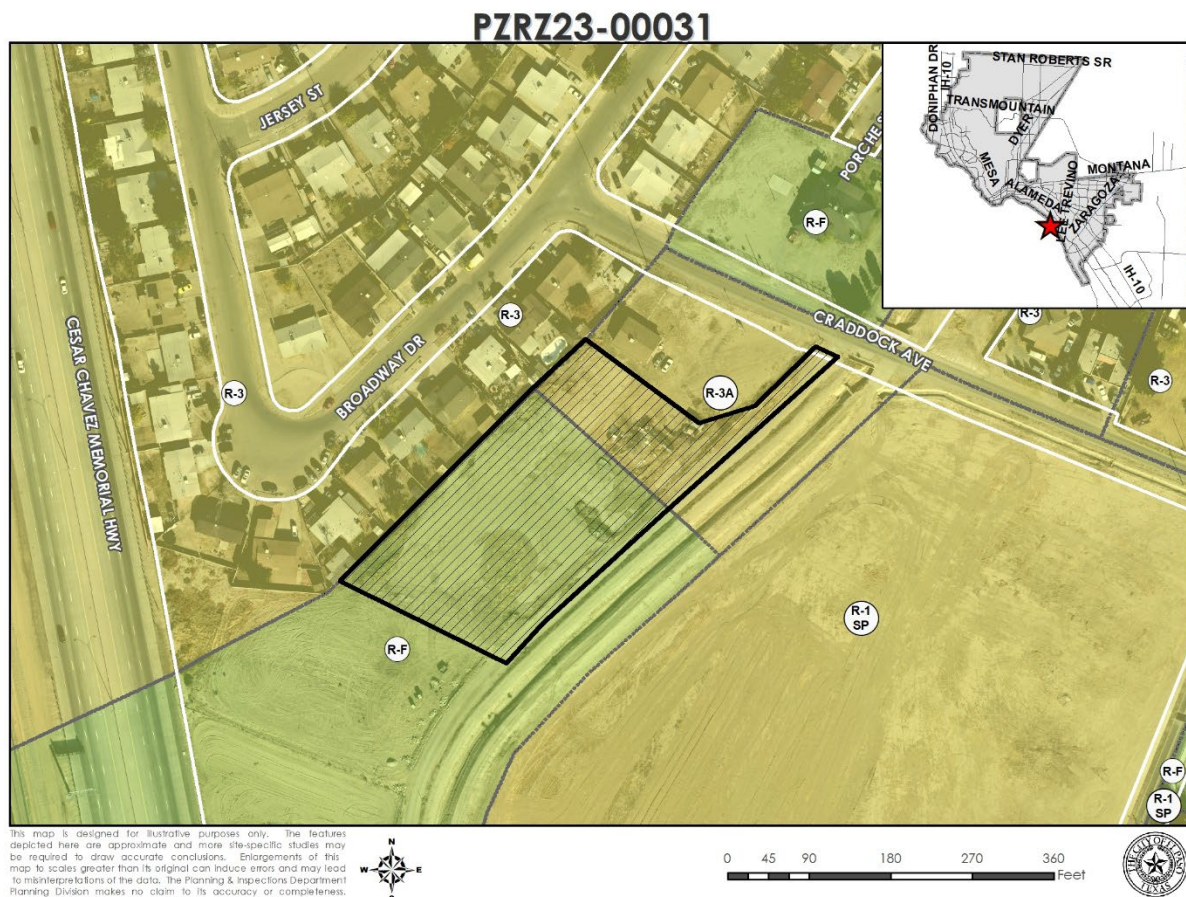


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and R-3A (Residential) to R-1 (Residential) to allow for single-family dwellings. The size of the property is 1.65 acres and is currently vacant. The conceptual site plan shows two (2) proposed single-family dwellings with main access to the property provided from Craddock Avenue.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER The proposed single-family dwellings and the R-1 (Residential) district are compatible with the adjacent single-family dwellings zoned R-3 (Residential) and R-F (Ranch and Farm) to the north, single-family dwellings zoned R-1/sp (Residential/special permit) and a vacant lot zoned R-F (Ranch and Farm) to the south, single-family dwellings and vacant lots zoned R-1/sp (Residential/special permit) to the east, and single-family dwellings zoned R-3 (Residential) to the west. The proposed single-family dwellings and R-1 (Residential) zoning district are compatible with the established character of the area surrounding the subject property. The nearest school is Ysleta Pre-K Center, which is located 0.28 miles away, and the nearest park is Thomas Manor Park, which is 0.39 miles from the subject property.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property and the proposed development meet the intent of the G-3, Post-War Future Land Use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>R-1 (Residential) District: The purpose of these districts is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	<p>Yes. The proposed single-family dwellings are consistent with residential uses in the neighborhood. The proposed development is within close proximity of other light density residential developments. The surrounding properties are zoned R-F (Ranch and Farm), R-1/sp (Residential/special permit), and R-3 (Residential). The existing uses of the surrounding area range from single-family dwellings to vacant lots.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>None. The subject property is not located within historic districts nor any other special designation areas.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	None. The proposed rezoning 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. To the east of the subject property, there is a property that was rezoned in 2020 from R-F (Ranch and Farm) to R-1/sp (Residential/special permit). This area supports residential developments.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from Craddock Avenue, which is a designated local street. It is adequate to serve the proposed development.

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

PUBLIC COMMENT: The subject property is located within the boundaries of the Thomas Manor Association, Playa Neighborhood Association, Mission Valley Association, and the Corridor 20 Civic Association, which were notified of the rezoning request by the applicant. Public notices were mailed to property owners within 300 feet on November 3, 2023. As of November 9, 2023, the Planning Division has not received any communication in support or opposition to the request from the public. This past August, prior to submitting the rezoning application, the applicant held a meeting with the neighborhood which resulted in the current R-1 request.

RELATED APPLICATIONS: A Resubdivision Preliminary application (SUSU23-00078) approval with a condition was previously granted by the City Plan Commission on November 2, 2023. The condition being that the rezoning must be approved by City Council prior to the recordation of the final plat.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

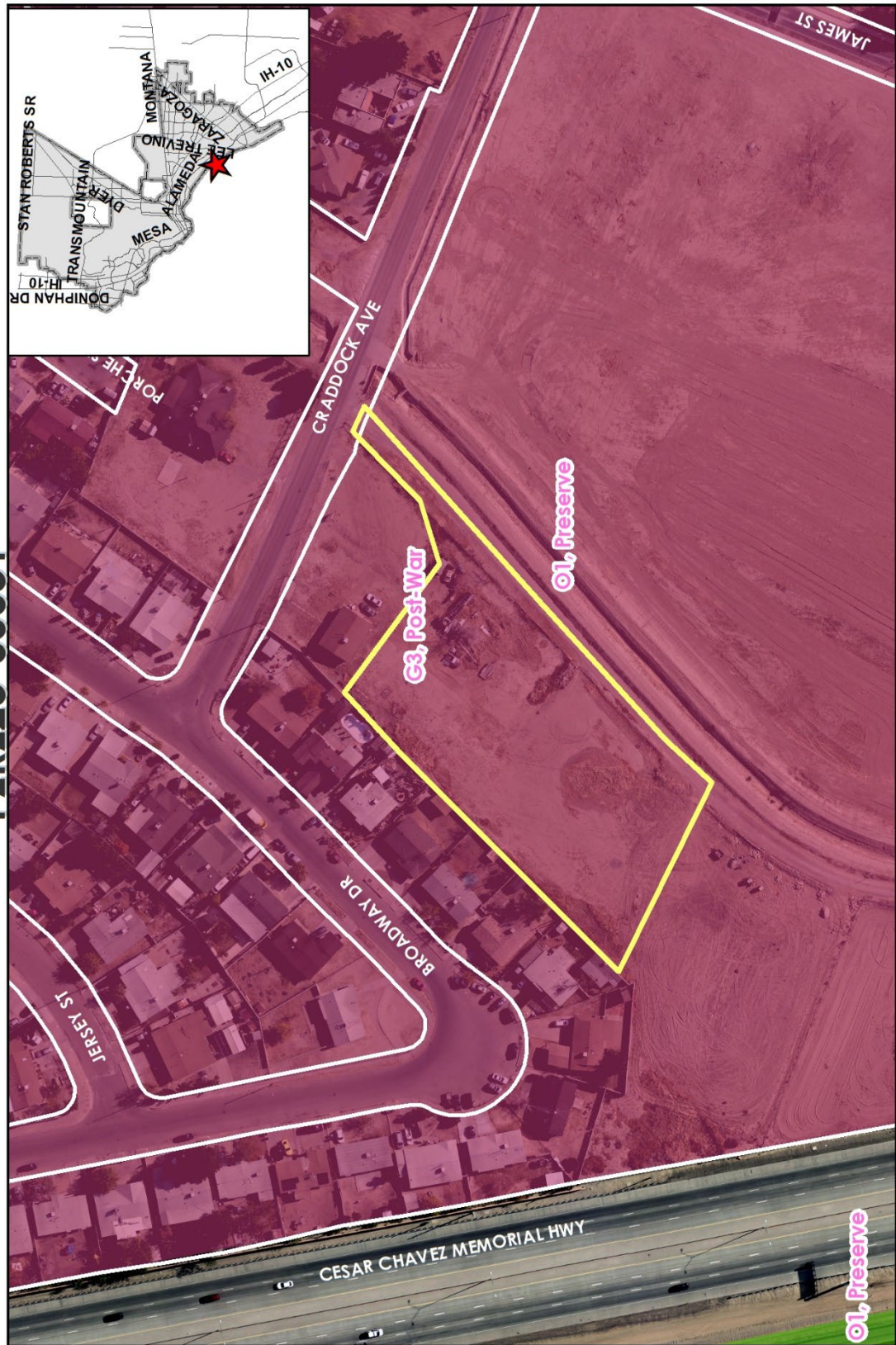
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**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

ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1

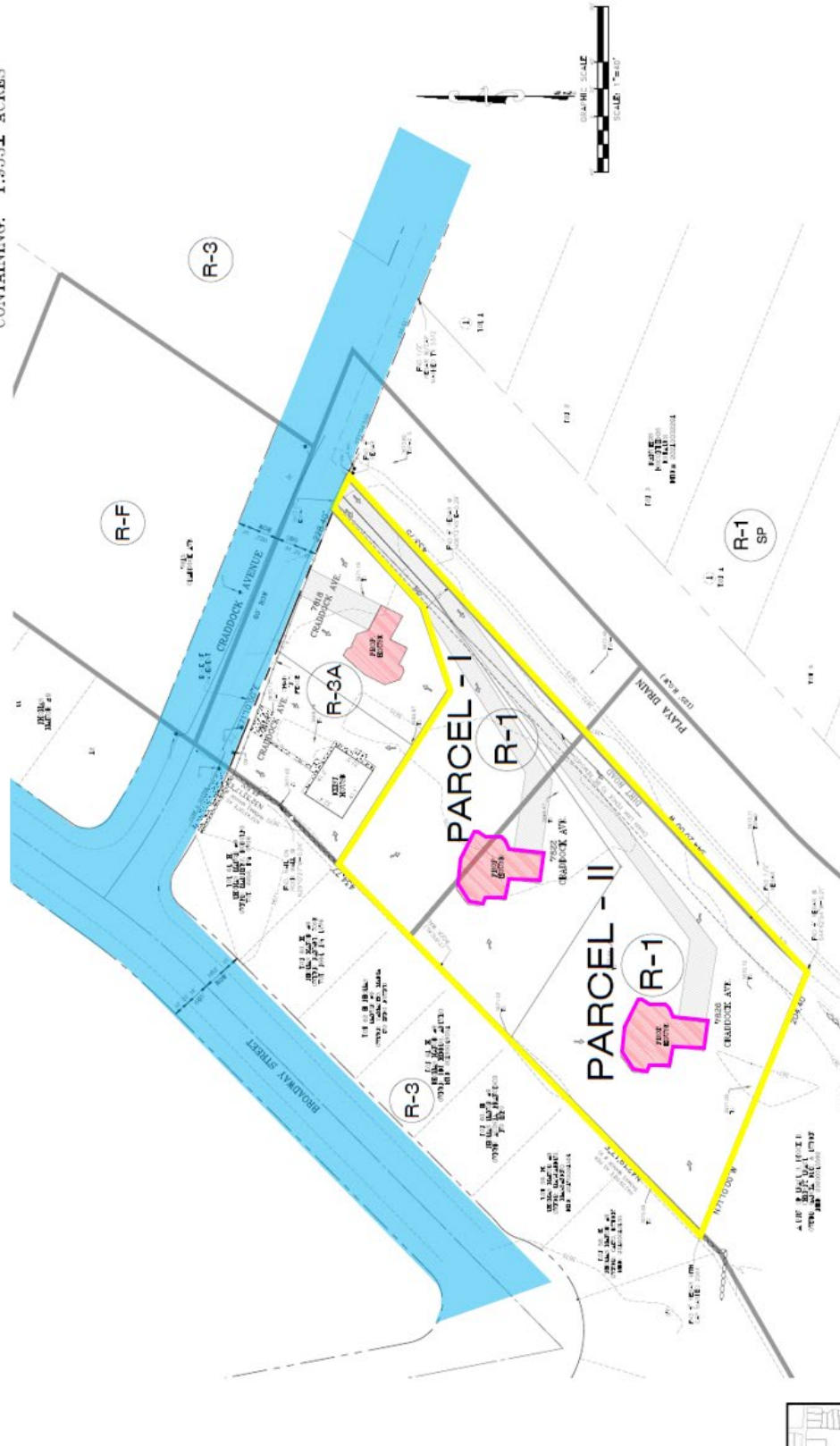
PZR23-00031



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

ATTACHMENT 2

**MARTINEZ ESTATES
REZONING PLAN**
BEING PORTION OF TRACTS 2 AND 3,
BLOCK D; CHRISTY TRACT,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 1.953± ACRES



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the residential districts in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-3, Post-War for the future land use designation.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

1. The property is in the flood zone area "AH", therefore provide a preliminary elevation certificate at the time of grading permit
2. Provide a flood zone determination note on the preliminary and final plat.
3. Show existing and 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. Provide alternate drainage courses for historic flow.
4. Add a general note to both the preliminary and final plat sheets: "The retention of all storm-water runoff discharge volume is required within this subdivision's limits in compliance with all provisions of (Muni-Code 19.19.010A, DSC, and DDM Section 11.1)."
5. The proposed ponding area for subdivision shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.

Fire Department

No comments provided.

Police Department

No comments provided.

Environment Services

No comments provided.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has no objections.

Sun Metro

No comments provided.

El Paso Water

EPWater does not object to this request.

EPWU-PSB Comments

There is an existing 12-inch diameter water main that extends along Craddock Avenue, approximately 20-feet north of the property. This main is available for service.

Previous water pressure readings from fire hydrant # 3048 located at northeast corner of Broadway Street and Craddock Avenue, have yielded a static pressure of 98 psi, residual pressure of 78 psi, discharge of 1,087 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The

lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer

There is an existing 8-inch diameter sewer main that extends along Craddock Avenue located approximately 25-feet north of the property. This main is dead-end approximately 248-feet east of Broadway Street. This main is available for main extension and service.

Sanitary sewer main extension is required to provide sewer service to lots 2, 3 and 4. Owner is responsible for all main extension costs.

General

Service shall be provided at the property line adjacent to the public dedicated right-of-way for lot 3 and lot 4. The Owner is to provide the locations for the water services outside of the driveways. No vehicular traffic is allowed over the water meter boxes.

Each lot requires a separate water/sanitary sewer service connection within the limits of each lot.

EPWater requires a new service application to serve the subject property. New service applications are available at 1154 Hawkins, 3rd Floor. The following items are required at the time of application: (1) hard copy of subdivision plat; (2) finalized set of street improvement plans, including storm sewer; (3) digital copy of subdivision plat; (4) benchmark check; and (5) construction schedule. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The owner 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:

El Paso County 911 District

No comments provided.

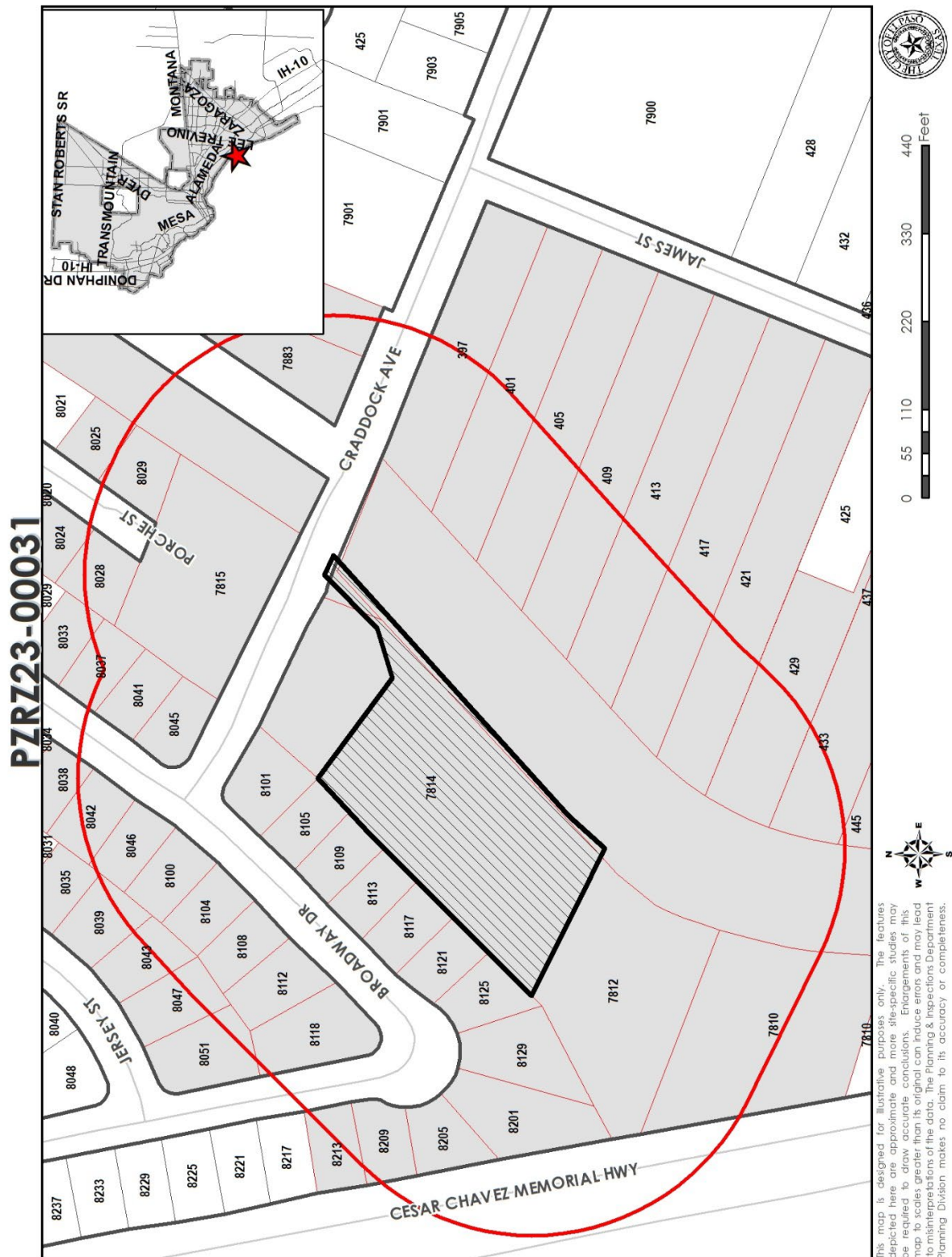
Texas Department of Transportation

No comments provided.

El Paso County Water Improvement District #1

No comments provided.

ATTACHMENT 4





Legislation Text

File #: 24-149, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Tracts 10A, 10B, 10B2C, 10D, 11B, 12A, 12B, 15A, 15J, 15J1, and 15J1A, Block 2, Ysleta Grant, Americas Avenue and Southwest of North Loop Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm), C-3/sc (Commercial/special contract), and C-3/c (Commercial/conditions) to S-D (Special Development) 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: Americas Ave. and Southwest of North Loop Dr.

Applicant: Americas 375 LLC, PZRZ23-00035

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

AGENDA DATE: January 30, 2024
PUBLIC HEARING DATE: February 27, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 7

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An ordinance changing the zoning of Tracts 10A, 10B, 10B2C, 10D, 11B, 12A, 12B, 15A, 15J, 15J1, and 15J1A, Block 2, Ysleta Grant, Americas Avenue and Southwest of North Loop Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm), C-3/sc (Commercial/special contract), and C-3/c (Commercial/conditions) to S-D (Special Development) 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: Americas Ave. and Southwest of North Loop Dr.
Applicant: Americas 375 LLC, PZRZ23-00035

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-F (Ranch and Farm) C-3/sc (Commercial/special contract) and C-3/c (Commercial/conditions) to S-D (Special Development) and Detailed Site Development Plan review and approval to allow for apartment complex. On November 30, 2023, City Plan Commission recommended 8-0 to approve with conditions of the proposed rezoning and detailed site development plan review and approval. As of January 11, 2024, the Planning Division has received one (1) phone call in opposition to the request that was previously obtained but it was rescinded as the result of the meeting between the applicant and neighborhood residents prior to the City Plan Commission hearing. No further input was received. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF TRACTS 10A, 10B, 10B2C, 10D, 11B, 12A, 12B, 15A, 15J, 15J1, AND 15J1A, BLOCK 2, YSLETA GRANT, AMERICAS AVENUE AND SOUTHWEST OF NORTH LOOP DRIVE, CITY OF EL PASO, EL PASO COUNTY TEXAS, FROM R-F (RANCH AND FARM), C-3/SC (COMMERCIAL/SPECIAL CONTRACT), AND C-3/C (COMMERCIAL/CONDITIONS) TO S-D (SPECIAL DEVELOPMENT) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of **Tracts 10A, 10B, 10B2C, 10D, 11B, 12A, 12B, 15A, 15J, 15J1 and 15J1A, Block 2, Ysleta Grant**, located on Americas Avenue and Southwest of North Loop Drive, be changed from **R-F (Ranch and Farm), C-3/sc (Commercial/special contract), and C-3/c (Commercial/conditions)** to **S-D (Special Development)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased density generated by the change of zoning in order to protect the health, safety, and welfare of the adjacent property owners and the residents of this City:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property line adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.
2. That ingress and egress at Joseph Street be limited to emergency vehicles through use of a gate.

The penalties for violating the standards imposed through this ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2024.

(Signatures on next page)

ORDINANCE NO. _____

PZRZ23-00035

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

PZRZ23-00035

AGREEMENT

By execution hereof, Americas 375 LLC ("Owner"), referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **S-D (Special Development)** District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 9th day of January, 2024

OWNER: Americas 375 LLC

By: [Signature]
Hamilton Peck, Manager
(Print name & Title)

ACKNOWLEDGEMENT

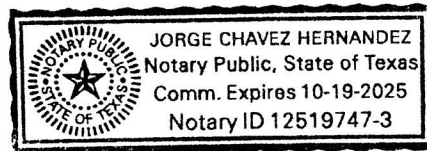
THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 9th day of January, 2024, by Hamilton Peck, in his legal capacity on behalf of Americas 375 LLC.

My Commission Expires:

10/19/2025

[Signature]
Notary Public, State of Texas



ORDINANCE NO. _____

PZRZ23-00035

Americas and Southwest of North Loop

City Plan Commission — November 30, 2023 **(REVISED)**



CASE NUMBER: PZRZ23-00035
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: Americas 375 LLC
APPLICANT: Hamilton Commercial LLC – Hamilton Peck and Jonathan Tooley
REPRESENTATIVE: Sergio Castillo
LOCATION: Americas Ave. and Southwest of North Loop Dr. (District 7)
PROPERTY AREA: 24.74 acres
REQUEST: Rezone from R-F (Ranch and Farm), C-3/sc (Commercial/special contract), and C-3/c (Commercial/conditions) to S-D (Special Development) and Detailed Site Development Plan review and approval
RELATED APPLICATIONS: PZCR23-00004 - Condition Release Application
PUBLIC INPUT: One (1) phone call in opposition initially received since rescinded.
No other correspondence as of November 29, 2023.

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) C-3/sc (Commercial/special contract) and C-3/c (Commercial/conditions) to S-D (Special Development) and Detailed Site Development Plan review and approval to allow for apartment complex.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request as the proposed development is in keeping with the policies of the G-3, Post-War and O-3, Agriculture future Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The following conditions are:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding, or drainage areas, or open space areas.
2. That ingress and egress at Joseph Street be limited to emergency vehicles.

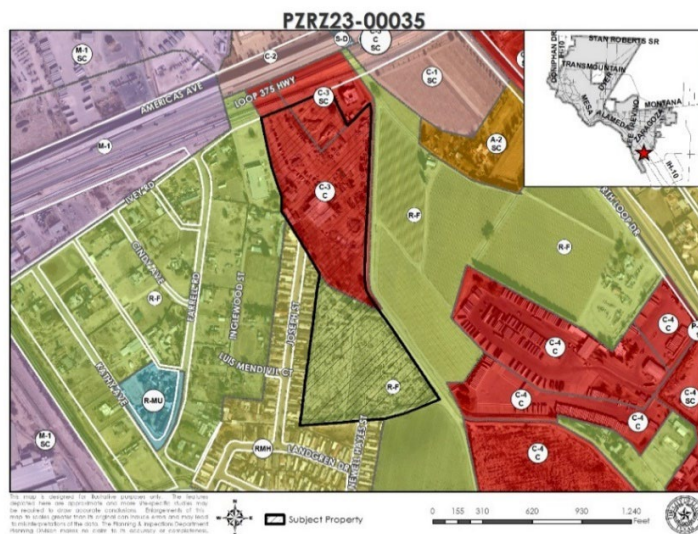


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from R-F (Ranch and Farm), C-3/sc (Commercial/special contract), and C-3/c (Commercial/conditions) to S-D (Special Development) to allow for a proposed apartment complex. Approval of a Detailed Site Development Plan is required as per proposed zoning district and proposed use. The size of the property is 24.74 acres. The detailed site development plan shows 490 apartment units consisting of 14 buildings. All buildings will have a combined square footage of approximately 197,219 square feet and a maximum building height of 38 feet 6 inches. Accessory uses include a 3,600 square foot administrative office, a 3,365 square foot clubhouse and fitness center building, and a 2,050 square foot maintenance building along with other amenities are proposed to be built on site. The apartment complex will have parking spaces for 841 vehicles including 18 accessible spaces and 50 bicycle spaces. Three main ponding areas and multiple landscape/pond will be located on-site. The proposed site plan complies with landscape, parking, and drainage requirements per City Code. Main access is from Americas Avenue and Newell Hayes Drive, with vehicular access recommended to be limited to emergency vehicles only along Joseph Street.

PREVIOUS CASE HISTORY: On November 28, 1978, City Council approved of the rezoning of the subject property from R-F (Ranch and Farm) to C-3 (Commercial) with the following conditions imposed by Ordinance No. 6396:

1. *No building permits shall be issued for construction on the property until complete and detailed architectural and site development plans of the proposed development have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso. All construction and development on the property shall be done in accordance with the approved plans.*
2. *First Parties will, at no cost to the City, construct a ponding area to provide on-site drainage for the property. Such ponding area shall be constructed in accordance with plans and specifications to be approved by the City Engineer of the City of El Paso and must be inspected and approved by him before certificates of occupancy and compliance are issued for any buildings constructed on the property and before the property is used for any purposes requiring C-3 zoning.*

Note: Conditions requested to be released by application PZCR23-00004.

On July 10, 2018, City Council approved of the rezoning of the subject property from R-F (Ranch and Farm) to C-3 (Commercial) with the following conditions imposed by Ordinance No. 18811:

1. *That a ten-foot (10') landscaped buffer be established and maintained along any property line zoned residential or special purpose, to include the R-F (Ranch and Farm) and RMH (Residential Mobile Home) Districts.*
2. *That a 15' irrigated landscaped buffer will be established and maintained along the frontage of the property where it abuts Loop 375. High profile native evergreen trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed every fifteen feet (15') on center. An additional seventy feet (70') of non-irrigated open space shall be maintained behind the landscaped buffer, followed by a second 15' landscaped buffer, for a total buffer depth of 100'. The second 15' landscaped portion of the 100' buffer shall also be irrigated and maintained with high profile native evergreen trees of at least two-inch (2") caliper and ten feet (10') in height placed every fifteen feet (15') on center.*
3. *That automobile (sales, service, storage, and rental) uses are prohibited on the subject property.*
4. *No outdoor storage of equipment, materials, and supplies shall be permitted within one-hundred feet (100') of Loop 375 or within twenty feet (20') of any property line that abuts residentially-zoned or special purpose zoned property, to include the R-F (Ranch and Farm) and RMH (Mobile Home Park) Districts.*

Note: Conditions requested to be released by application PZCR23-00004.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is permitted by right with an approval of detailed site development plan in the S-D (Special Development) zoning district and will supplement the existing housing stock with multi-family housing. To the north is a bank and business office zoned C-2 (Commercial); to the south and west are a residential mobile home, zoned RMH (Residential Mobile Home) and residential uses and vacant lots zoned R-F (Ranch and Farm); to the east are vacant zoned R-F (Ranch and Farm). The closest school is Del Valle High School located 0.48 miles away and the closest park is Pavo Real Recreation Center located 1.31 miles away.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p> <p>O-3, Agriculture: This open-space sector applies to active farmland in the Rio Grande Valley. Changes to City codes and policies may limit plat and utility approvals beyond the City limits in a coordinated effort to protect significant portions of farmland.</p>	<p>Yes. The subject property is proposed to be developed into apartment complex development, which is in character with the future land use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>S-D (Special Development) District: The purpose of this district is to provide an opportunity for mixed-use projects, integrated in design, in certain older residential areas where there is a desire to permit a variety of nonresidential uses while maintaining the established residential appearance and landscaping of the area. The regulations of this district are designed to ensure compatibility with existing uses in the district; to permit the production, exhibit or sale of goods and the providing of services to the public in such older residential areas; to protect the traffic capacity of streets serving such older residential areas; to encourage flexibility by prescribing general performance standards for such older residential areas; and to protect the environment of adjacent areas. For the purpose of this district, older areas of the city shall be deemed those areas where development has existed for at least twenty-five years.</p>	<p>Yes. The proposed S-D (Special Development) zone district will provide for the integration of apartment complex development with adjacent R-F (Ranch and Farm), RMH (Residential Mobile Home), and C-3 (Commercial) zoning districts in an older area.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. Proposed development will have access to the subject property is provided from Americas Avenue and Newell Hayes Drive which are classified as freeway and local street, respectively, under the City's Major Thoroughfare Plan (MTP). The classification of this road is appropriate for the proposed development.</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The subject property does not lie within an historic district, study area plan, or overlay district.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition within the last 10 years in the surrounding area. The property located at 9522 North Loop Drive to the northeast was rezoned from R-F (Ranch and Farm) to S-D (Special Development) in 2015. Additionally, the property located at 551 Inglewood Drive to the southeast was rezoned from R-F (Ranch and Farm) to C-4 (Commercial) in 2021.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is in transition from inactive agricultural uses for the property. The established neighborhood is comprised of a residential and commercial development. The north portion of this property was rezoned from R-F (Ranch and Farm) to C-3 (Commercial) in 2018. The R-F (Ranch and Farm) zoning designation is no longer suitable for the property.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Americas Avenue and Newell Hayes Drive which are designated as a freeway and local street, respectively, in the City's Major Thoroughfare Plan. The subject property will need to provide adequate infrastructure at the time of development. Although pursuant to requirements for this rezoning request, a Traffic Impact Analysis deferral letter has been submitted and is under review by the City of El Paso's Streets and Maintenance Department as well as by the Texas Department of Transportation at the time of the subdivision platting stage. Prior to development, the subject property will need to be formally subdivided. All necessary infrastructure will be addressed at that time. The nearest bus stop is located 0.71 miles from the subject property on Alameda Avenue.

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

PUBLIC COMMENT: The subject property is located within the boundaries of Mission Valley Civic Association and Corridor 20 Civic Association, which were notified of the rezoning and condition release request by the applicant. Property owners within 300 feet of subject property were notified of the rezone request on November 2, 2023. As of November 29, 2023, the Planning Division has received one (1) phone call in opposition to the request that was previously obtained but it was rescinded as the result of the meeting between the applicant and neighborhood residents (see attachment 8). No further input was received. Additionally, the applicant met with a several members of the neighborhood to discuss the proposal at a meeting held on July 19, 2023.

RELATED APPLICATIONS: There is a condition release application (PZCR23-00004) running concurrently with the current rezoning application to release conditions.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

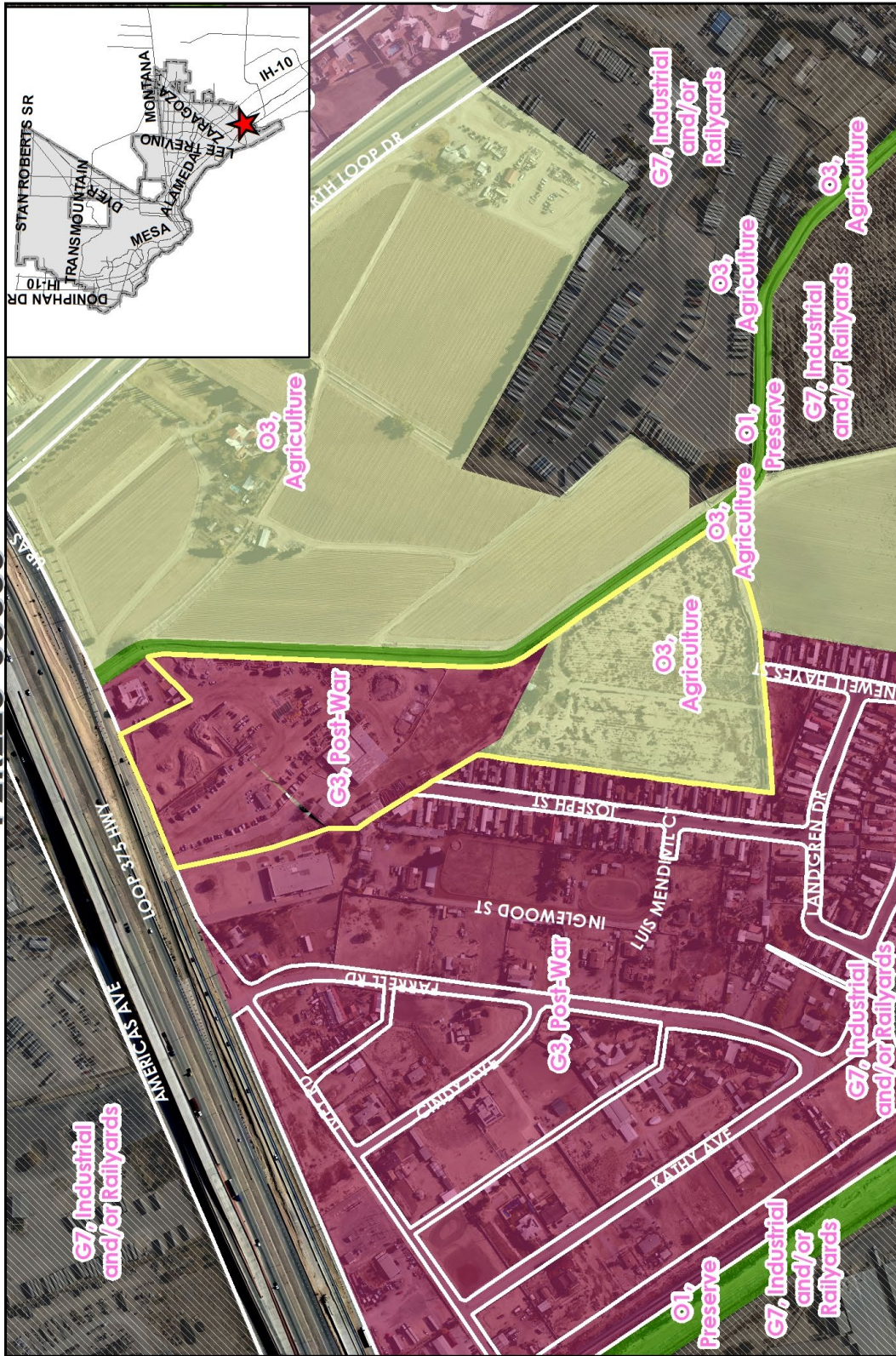
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval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

ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Development Plan
3. Elevations
4. Ordinance No. 6396, dated November 28, 1978
5. Ordinance No. 18811, dated July 10, 2018
6. Department Comments
7. Neighborhood Notification Boundary Map
8. Public input via an email

ATTACHMENT 1

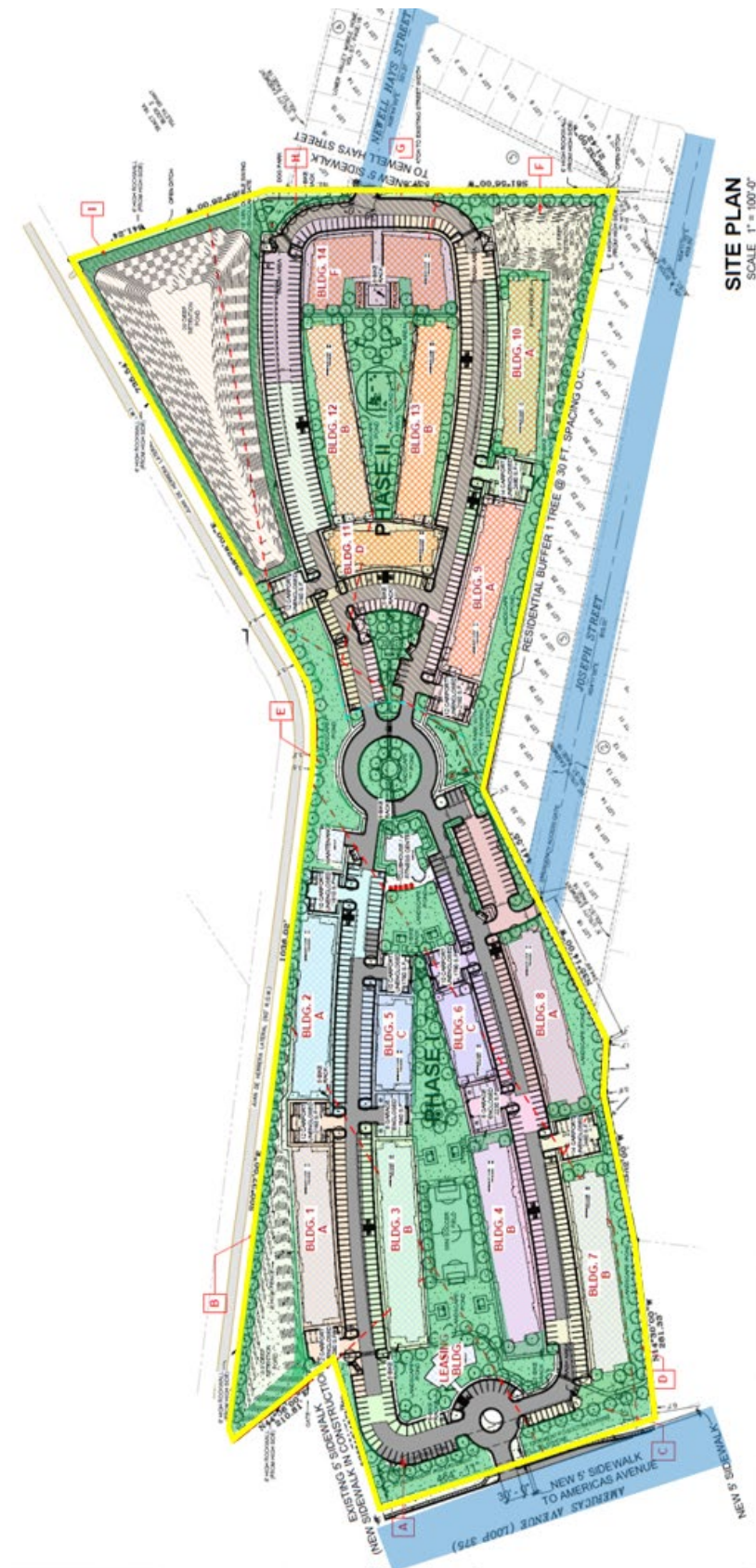
PZR23-00035



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



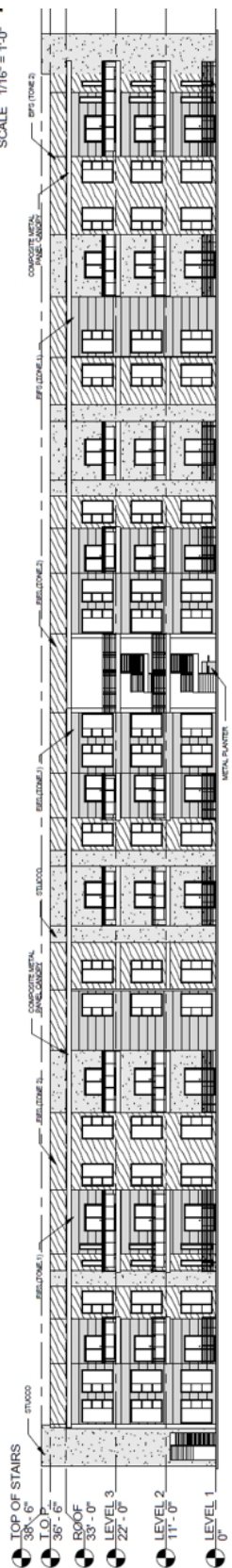
ATTACHMENT 2



ATTACHMENT 3



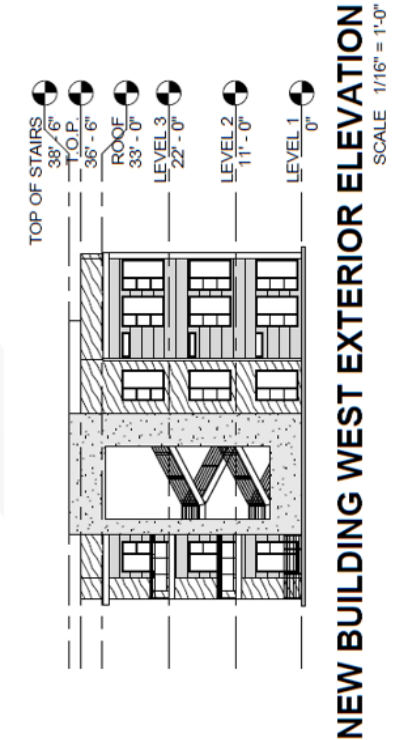
NEW BUILDING SOUTH EXTERIOR ELEVATION
SCALE 1/16" = 1'-0"



NEW BUILDING NORTH EXTERIOR ELEVATION
SCALE 1/16" = 1'-0"



NEW BUILDING EAST EXTERIOR ELEVATION
SCALE 1/16" = 1'-0"



NEW BUILDING WEST EXTERIOR ELEVATION
SCALE 1/16" = 1'-0"

ATTACHMENT 4

6396

AN ORDINANCE CHANGING THE ZONING OF
BLOCK 2, TRACT 10-B, YSLETA GRANT,
THE PENALTY BEING AS PROVIDED IN
SECTION 25-10 OF THE EL PASO CITY
CODE

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

That the zoning of Block 2, Tract 10-B, Ysleta Grant, as
more particularly described below, be changed to C-3 (Commercial)
within the meaning of the Zoning Ordinance, and the zoning map
of the City be revised accordingly:

Beginning at the northwesterly common corner of
Tracts 10B and 10D of said Block 2;

Thence North 63°08'00" East a distance of 448.80
feet along the boundary line between Tracts 10B and
10B1 of said Block 2 to a point on the westerly
line of the Juan de Herrera Main Lateral;

Thence South 36°02'00" East a distance of 249.60 feet
along the westerly line of the Juan de Herrera Main
Lateral to a point;

Thence South 44°06'00" West a distance of 426.70 feet
along the boundary line between Tracts 10B and 11B of
said Block 2 to a point;

Thence North 39°24'00" West a distance of 395.30 feet
along the boundary line between said Tracts 10B and 10D
to the point of beginning.

PASSED AND APPROVED this 28th day of November 1978.

ATTEST:

Mayor

City Clerk

City Clerk

APPROVED AS TO FORM:

City Attorney

I CERTIFY THAT THE FOLLOWING ZONING MAPS
HAVE BEEN REVISED: 2.D
1-29-79 COUNTER
1-26-79 ORIGINAL
1-26-79 Blky. Inspection
1-29-79 CONTROL f. Brungler

I certify that the zoning map has been revised to
reflect the amendment of ordinance #6396
By f. Brungler Date 1-29-79

6396

78-1240

CONTRACT

This contract, made this 29th day of Nov, 1978,
by and between FRANK CANDELARIA and wife, ELISA A. CANDELARIA,
First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning
of Block 2, Tract 10-B, Ysleta Grant in the City of El Paso, El Paso
County, Texas, such property being more particularly described in
Ordinance No. 6396 now pending before the City Council of the
City of El Paso, a copy of which ordinance is attached hereto,
marked Exhibit "A" and made a part hereof by reference. To remove
certain objections to such rezoning, First Parties covenant that
if the property is rezoned to C-3 (Commercial) within the meaning
of the zoning ordinance of the City of El Paso, it shall be subject
to the following restrictions, conditions and covenants:

1. No building permits shall be issued for construction
on the property until complete and detailed architectural and site
development plans of the proposed development have been submitted
by First Parties and approved by the City Plan Commission of the
City of El Paso. All construction and development on the property
shall be done in accordance with the approved plans.

2. First Parties will, at no cost to the City, construct
a ponding area to provide on-site drainage for the property. Such
ponding area shall be constructed in accordance with plans and
specifications to be approved by the City Engineer of the City of
El Paso and must be inspected and approved by him before certificates
of occupancy and compliance are issued for any buildings constructed
on the property and before the property is used for any purpose
requiring C-3 zoning.

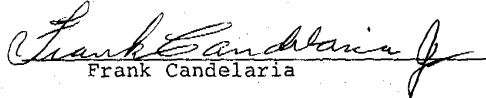
This agreement is a restriction, condition and covenant running
with the land and a charge and servitude thereon, and shall bind
First Parties and their successors in title. Any future conveyance
of the land shall contain this restriction, condition and covenant
and shall embody this agreement by express reference.


-1-

78-1240

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

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

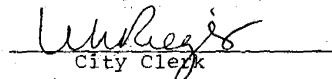

Frank Candelaria

x 
Elisa A. Candelaria


THE CITY OF EL PASO

By 
Mayor PRO-TEM

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

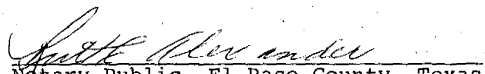
THE STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared FRANK CANDELARIA and his wife, ELISA A. CANDELARIA, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of Nov, 1978.

My Commission Expires:

Aug. 7 - 1980


Notary Public, El Paso County, Texas

78-4240

-2-

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared DAN M. Ponder, Mayor PRO-TEM of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that he had executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of the City of El Paso.

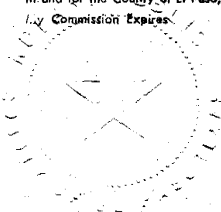
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of NOVEMBER, 1978.

Billie Jean Branham
Notary Public, El Paso County, Texas

My Commission Expires:

6-30-80

BILLIE JEAN BRANHAM, Notary Public
In and for the County of El Paso, Texas
Commission Expires



70-4240

-3-

RESOLUTION

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

That the Mayor be authorized to sign a contract with Frank Candelaria and wife, Elisa A. Candelaria, placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 6396.

ADOPTED this 28th day of November, 1978.

ATTEST:

Mayor

City Clerk

City Clerk

78-1240

ATTACHMENT 5

CITY CLERK DEPT.
2018 JUL 5 PM 12:28

ORDINANCE NO. **018811**

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS:

PARCEL 1: TRACT 11B (2.389 AC), BLOCK 2, YSLETA GRANT (538 IVEY), CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL); AND,

PARCEL 2: TRACT 10D (2.0785 AC) AND TRACT 12B (3.935 AC) (6.0315 AC), BLOCK 2, YSLETA GRANT, 538 IVEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL); AND,

PARCEL 3: TRACT 10A (0.3981 AC), BLOCK 2, YSLETA GRANT, 538 IVEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL); AND,

PARCEL 4: TRACT 12A (3.292 AC), BLOCK 2, YSLETA GRANT, 538 IVEY CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL), AND IMPOSING A CONDITIONS.

THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of

Parcel 1: Tract 11B (2.389 ac), Block 2, Ysleta Grant, 538 Ivey, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and,

Parcel 2: Tract 10D (2.0785 ac) and Tract 12B (3.935 ac) (6.0315 ac), Block 2, Ysleta Grant, 538 Ivey, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and,

Parcel 3: Tract 10A (0.3981 ac), Block 2, Ysleta Grant, 538 Ivey, City of El Paso, El Paso County, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and,

Parcel 4: Tract 12A (3.292 ac), Block 2, Ysleta Grant, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; be changed as listed for:

PARCEL 1: FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL);

ORDINANCE NO. **018811**
18-1007-2134 | 762112_2
538 Ivey Road.
KMN

PZRZ16-00035

Page 1 of 6

PARCEL 2: FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL); and

PARCEL 3: R-F (RANCH AND FARM) TO C-3 (COMMERCIAL), and

PARCEL 4: R-F (RANCH AND FARM) TO C-3 (COMMERCIAL) as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the proximity of the proposed commercial equipment repair facility to adjacent residential and agricultural land uses generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. *That a ten foot (10') landscaped buffer be established and maintained along any property line zoned residential or special purpose, to include the R-F (Ranch and Farm) and RMH (Residential Mobile Home) Districts.*
2. *That a 15' irrigated landscaped buffer will be established and maintained along the frontage of the property where it abuts Loop 375. High profile native evergreen trees of at least two inch (2") caliper and ten feet (10') in height shall be placed every fifteen feet (15') on center. An additional seventy feet (70') of non-irrigated open space shall be maintained behind the landscaped buffer, followed by a second 15' landscaped buffer, for a total buffer depth of 100'. The second 15' landscaped portion of the 100' buffer shall also be irrigated and maintained with high profile native evergreen trees of at least two inch (2") caliper and ten feet (10') in height placed every fifteen feet (15') on center.*
3. *That automobile (sales, service, storage, and rental) uses are prohibited on the subject property.*
4. *No outdoor storage of equipment, materials, and supplies shall be permitted within one-hundred feet (100') of Loop 375 or within twenty feet (20') of any property line that abuts residentially-zoned or special purpose zoned property, to include the R-F (Ranch and Farm) and RMH (Mobile Home Park) Districts.*

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 10th day of July, 2018.

(SIGNATURES ON THE FOLLOWING PAGE)

018811

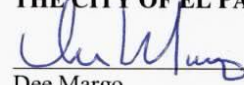
ORDINANCE NO. _____
18-1007-2134 | 762112_2
538 Ivey Road.
KMN

PZRZ16-00035

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CITY CLERK DEPT.
2018 JUL 5 PM 12:28

THE CITY OF EL PASO



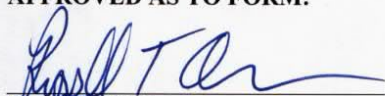
Dee Margo
Mayor

ATTEST:



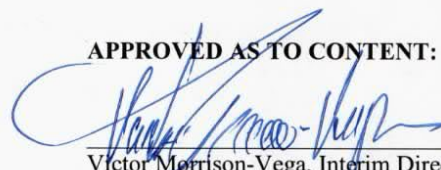
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Russel T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Victor Morrison-Vega, Interim Director
Planning & Inspections Department

(Development Agreement on the following page)

018811

ORDINANCE NO. _____
18-1007-2134 | 762112_2
538 Ivey Road.
KMN

PZRZ16-00035

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EXHIBIT "A"

Being all of Tracts 10A, 10D,
11B, 12A, and 12B, Block 2,
Ysleta Grant,
City of El Paso, El Paso County, Texas
December 26, 2016

METES AND BOUNDS DESCRIPTION 538 Ivey Road Exhibit "A"

FIELD NOTE DESCRIPTION of Tracts 10A, 10D, 11B, 12A, and 12B, Block 2, Ysleta Grant, 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 common boundary line of Tracts 10A and 13A, same being the southerly right-of-way line of Americas Avenue (370' R.O.W.) and being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said common boundary line and along said southerly right-of-way line of Americas Avenue, North 63°51'00" East, a distance of 182.80 feet to a found iron rod lying at the common boundary corner of Tracts 10B and 10D;

THENCE, leaving said southerly right-of-way line and along the common boundary line of Tracts 10B and 10D, South 39°24'00" East, a distance of 329.61 feet to a point;

THENCE, leaving said common boundary line of Tracts 10B and 10D, North 44°06'00" East, a distance of 431.33 feet to a found iron rod for corner at the common boundary line of Tracts 10B2A and 11B, same being the westerly right-of-way line of Juan De Herrera Lateral;

THENCE, leaving said common boundary corner and along said westerly right-of-way line of Juan De Herrera Lateral the following four courses:

- 1.) 63.26 feet along the arc of a curve to the right whose radius is 163.20 feet, whose interior angle is 22°12'34", whose chord bears South 11°43'05" East, a distance of 62.87 feet to a point;
- 2.) South 00°36'59" East, a distance of 1038.61 feet to a point;
- 3.) 146.19 feet along the arc of a curve to the left whose radius is 221.30 feet, whose interior angle is 37°51'01", whose chord bears South 19°32'29" East, a distance of 143.55 feet to a point;
- 4.) South 38°28'00" East, a distance of 76.19 feet to a point;

THENCE, leaving said westerly right-of-way line of Juan De Herrera Lateral, North 65°48'00" West, a distance of 355.23 feet to a point;

THENCE, North 35°14'00" West, a distance of 537.30 feet to a point;

THENCE, North 04°27'17" West, a distance of 76.75 feet to a point;

THENCE, North 20°02'00" West, a distance of 240.70 feet to a point;

THENCE, North 14°30'00" West, a distance of 281.25 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 526,162.96 square feet or 12.0790 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 503
El Paso, Texas 79936
(915) 633-6422
L:\M&B\2016\538 Ivey-Final.wpd



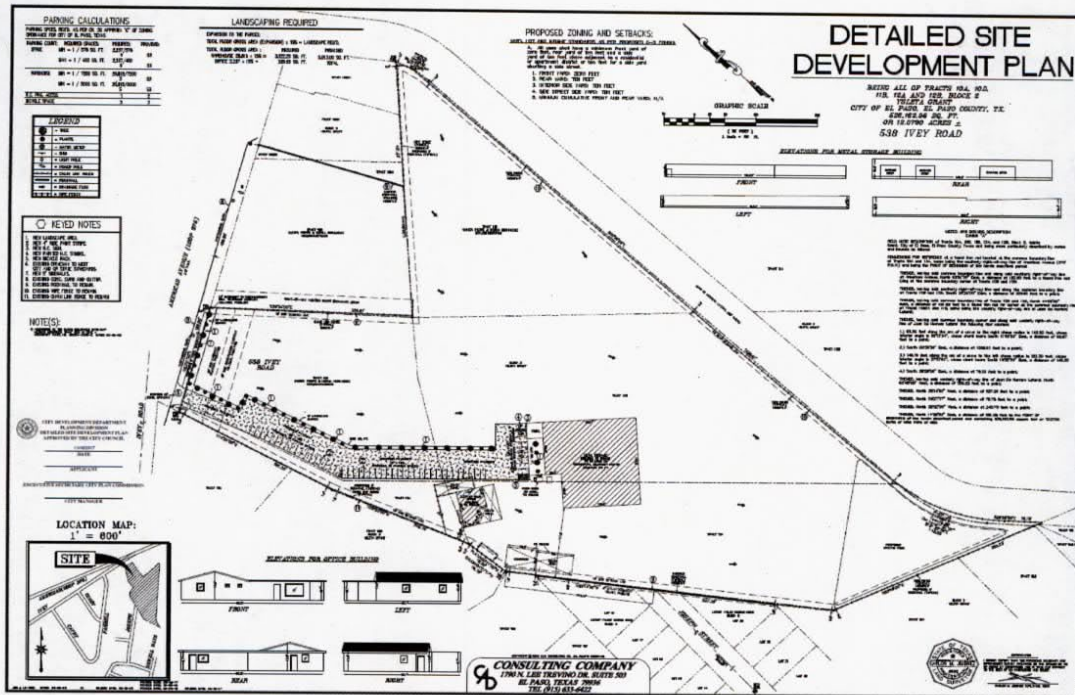
018811

ORDINANCE NO. _____
18-1007-2134 | 762112_2
538 Ivey Road.
KMN

PZRZ16-00035

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EXHIBIT "B"



018811

ORDINANCE NO. _____
18-1007-2134 | 762112_2
538 Ivey Road.
KMN

PZRZ16-00035

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ATTACHMENT 6

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the request as the proposed development is in keeping with the policies of the G-3, Post-War and O-1, Preserve future Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The following conditions are:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*
2. *That ingress and egress at Joseph Street be limited to emergency vehicles.*

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval with conditions:

- 1) Remove "Landscape Legend" and plant quantities from plans
- 2) Occupancy use shall be R-2, not B

Note: the comments will be addressed at the time of permitting stage.

Planning and Inspections Department – Land Development

Recommend approval with conditions

1. The property is in the flood zone "AH", a preliminary and final elevation certificate will be required at the time of grading permit and complies with all FEMA requirements.
2. All storm-water runoff discharge volumes including fill/water displacement shall be retained within this subdivision's limits in compliance with the provision of (DSC PANEL 1-4C-J, 19.19.010A and DDM 11.1).
3. TXDOT review and approval are required of the proposed subdivision for drainage and access requirements. No storm water is allowed into TxDOT R.O.W.
4. Verify the existing driveway on Americas (Loop 375), if not used, it will require closing.

Note: the comments will be addressed at the time of permitting stage.

Fire Department

Recommend approval with conditions.

Turning radius for emergency vehicles, aerial access requirements and address fire related issues. Check for TXDOT requirements on Loop 375 due to emergency vehicles turning radius requirements.

Note: the comments will be addressed at the time of permitting stage.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

- No objections to Traffic Impact Analysis (TIA) report.
- No objections to site plan.

Sun Metro

No comments received.

El Paso Water

EPWater-PSB does not object to this request.

Water:

There is an existing 8-inch diameter water main that extends along Americas Ave., located approximately 7-feet north of the south right-of-way line. This main is available for service and main extension.

There is an existing 48-inch diameter water transmission main that extends within a 30-foot PSB easement parallel to Americas Ave and along the northern property line. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 8-inch diameter water main that extends along Joseph St., located approximately 15-feet west of the east right-of-way line. This main is available for service and main extension.

There is an existing 8-inch diameter water main that extends along Newell Hays St., located approximately 15-feet west of the east right-of-way line. This main is available for service and main extension.

EPWater records indicate an active ¾-inch domestic water meter serving the subject property. The service address for this meter is 538 Ivey Rd.

Previous water pressure from fire hydrant #5606, located at 444 Joseph St., has yielded a static pressure of 102 (psi), a residual pressure of 88 (psi), and a discharge of 750 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends along Joseph St., located approximately 20-feet east of the west right-of-way line. This main is available for service and main extension.

There is an existing 8-inch diameter sanitary sewer main that extends along Newell Hays St., located approximately 20-feet east of the west right-of-way line. This main is available for service and main extension.

General:

Americas Ave. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Americas Ave. right-of-way requires written permission from TxDOT.

EPWater-PSB requests that the site be graded so that sanitary sewer service may be provided by gravity.

No building, reservoir, structure, parking stalls, or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs, or any structure that will interfere with the access to the PSB easement(s). There shall be at least a 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated to public water and/or sanitary sewer facilities shall comply with EPWater-PSB Easement Policy. The PSB easement(s) shall be improved to allow the operation of EPWater-PSB maintenance vehicles. EPWater-PSB requires access to the proposed water facilities, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWater-PSB requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

El Paso County 911 District

No comments received.

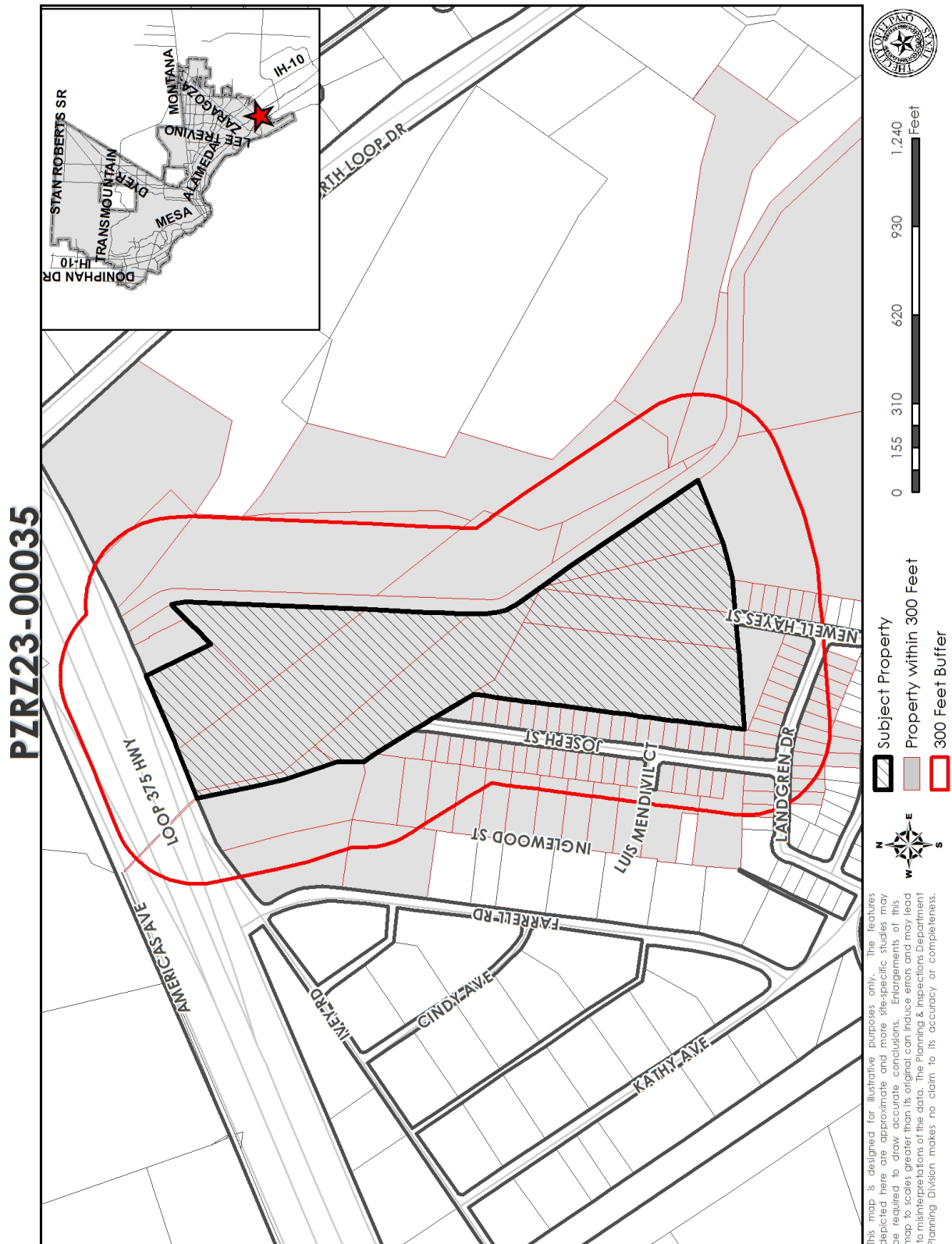
Texas Department of Transportation

- Please add a deceleration lane
- Move proposed driveway further south to allow use of the deceleration lane.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 7



ATTACHMENT 8

Salloum, Andrew M.

From: Salloum, Andrew M.
Sent: Wednesday, November 29, 2023 10:56 AM
To: Ben Ivey
Cc: Adrienne Ivey Schultz; David Escobar; Hamilton Peck; Jonathan Tooley; Smith, Kevin W.; Garcia, Raul; Zamora, Luis F.
Subject: RE: Hamilton Group Zoning Request

Good morning Mr. Ivey,

Thank you for your email. It will be added to the backup that will be presented to the City Plan Commission.

Cordially,
Andrew Salloum | Senior Planner
P: 915.212.1603
A: 801 Texas Ave. El Paso, TX 79901
E: SalloumAM@elpasotexas.gov
ElPasoTexas.gov | Take Our Survey

Planning & Inspections Department
City of El Paso

-----Original Message-----

From: Ben Ivey <ben@iveyoffice.com>
Sent: Wednesday, November 29, 2023 10:13 AM
To: Salloum, Andrew M. <SalloumAM@elpasotexas.gov>
Cc: Adrienne Ivey Schultz <ais419@sbcglobal.net>; David Escobar <tocmodar@gmail.com>; Hamilton Peck <hamilton@hamiltoncommercialtx.com>; Jonathan Tooley <jonathan@hamiltoncommercialtx.com>
Subject: Hamilton Group Zoning Request

[You don't often get email from ben@iveyoffice.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use Phish Alert or forward to SpamReport@elpasotexas.gov.

Mr. Salloum,

This is Ben Ivey and I am letting you know that our family is not going to oppose anything on the Hamilton Group zoning request coming up before the planning commission this Thursday. We hope that every consideration will be given to help the traffic problem that this apartment project will add to the existing problem we already have with the intersection of North Loop and Americas Ave. Also the traffic that will be impacted to Inglewood Rd.

1

I've tried for years to get TXDOT to put in a braided interchange just north of North Loop from Americas to the access road so that truck traffic from Mexico wouldn't necessarily go through the North Loop and Americas intersection. They could cross over North Loop and have an exit just after North Loop Road for that traffic that wants to go north to the industrial parks that are north of the interstate. If that could ever be accomplished it help the North Loop Intersection tremendously and be good even for the apartment project.

If there is anything else that you may need from me, just let me know.

God Bless

Ben Ivey



Legislation Text

File #: 24-150, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance releasing all conditions placed on property by Ordinance No. 16396 and 18811 which changed the zoning of Tracts 10A, 10B, 10B2C, 10D, 11B, 12A, 12B, 15A, 15J, 15J1, and 15J1A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release 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: Americas Ave. and Southwest of North Loop Dr.

Applicant: Americas 375 LLC, PZCR23-00004

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

AGENDA DATE: January 30, 2024
PUBLIC HEARING DATE: February 27, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 7

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance releasing all conditions placed on property by Ordinance No. 16396 and 18811 which changed the zoning of Tracts 10A, 10B, 10B2C, 10D, 11B, 12A, 12B, 15A, 15J, 15J1, and 15J1A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release 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: Americas Ave. and Southwest of North Loop Dr.
Applicant: Americas 375 LLC, PZCR23-00004

BACKGROUND / DISCUSSION:

The applicant is requesting to release the conditions imposed by Ordinance No. 6396, dated November 28, 1978 and Ordinance No. 18811, dated July 10, 2018 on the subject property. On November 30, 2023, City Plan Commission recommended 8-0 to approve the proposed condition release request. As of January 11, 2024, the Planning Division has received one (1) phone call in opposition to the request that was previously obtained but it was rescinded as the result of the meeting between the applicant and neighborhood residents prior to the City Plan Commission hearing. No further input was received. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE RELEASING ALL CONDITIONS PLACED ON PROPERTY BY ORDINANCE NO. 16396 AND 18811 WHICH CHANGED THE ZONING OF TRACTS 10A, 10B, 10B2C, 10D, 11B, 12A, 12B, 15A, 15J, 15J1, AND 15J1A, BLOCK 2, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of the property described as *TRACTS 10A, 10B, 10B2C, 10D, 11B, 12A, 12B, 15A, 15J, 15J1 AND 15J1A, BLOCK 2, YSLETA GRANT, City of El Paso, El Paso County, Texas*, was changed by Ordinance No. 16396 AND 18811 approved by City Council on NOVEMBER 28, 1978 AND JULY 10, 2018; and,

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

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

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

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

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

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

That all of the zoning conditions imposed by Ordinance No. 6396 AND 18811 approved by City Council on *NOVEMBER 28, 1978 AND JULY 10, 2018*, on the portion of land identified in Exhibit "A" be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions as follows:

ORDINANCE NO. 6396:

1. NO BUILDING PERMITS SHALL BE ISSUED FOR CONSTRUCTION ON THE PROPERTY UNTIL COMPLETE AND DETAILED ARCHITECTURAL AND SITE DEVELOPMENT PLANS OF THE PROPOSED DEVELOPMENT HAVE BEEN SUBMITTED BY FIRST PARTIES AND APPROVED BY THE CITY PLAN COMMISSION OF THE CITY OF EL PASO. ALL CONSTRUCTION AND DEVELOPMENT ON THE PROPERTY SHALL BE DONE IN ACCORDANCE WITH THE APPROVED PLANS.

2. FIRST PARTIES WILL, AT NO COST TO THE CITY, CONSTRUCT A PONDING AREA TO PROVIDE ON-SITE DRAINAGE FOR THE PROPERTY. SUCH PONDING AREA SHALL BE

ORDINANCE NO. _____

PZCR23-00004

CONSTRUCTED IN ACCORDANCE WITH PLANS AND SPECIFICATIONS TO BE APPROVED BY THE CITY ENGINEER OF THE CITY OF EL PASO AND MUST BE INSPECTED AND APPROVED BY HIM BEFORE CERTIFICATES OF OCCUPANCY AND COMPLIANCE ARE ISSUED FOR ANY BUILDINGS CONSTRUCTED ON THE PROPERTY AND BEFORE THE PROPERTY IS USED FOR ANY PURPOSES REQUIRING C-3 ZONING.

ORDINANCE NO. 18811:

1. THAT A TEN FOOT (10') LANDSCAPED BUFFER BE ESTABLISHED AND MAINTAINED ALONG ANY PROPERTY LINE ZONED RESIDENTIAL OR SPECIAL PURPOSE, TO INCLUDE THE R-F (RANCH AND FARM) AND RMH (RESIDENTIAL MOBILE HOME) DISTRICTS.
2. THAT A 15' IRRIGATED LANDSCAPED BUFFER WILL BE ESTABLISHED AND MAINTAINED ALONG THE FRONTAGE OF THE PROPERTY WHERE IT ABUTS LOOP 375. HIGH PROFILE NATIVE EVERGREEN TREES OF AT LEAST TWO INCH (2") CALIPER AND TEN FEET (10') IN HEIGHT SHALL BE PLACED EVERY FIFTEEN FEET (15') ON CENTER. AN ADDITIONAL SEVENTY FEET (70') OF NON-IRRIGATED OPEN SPACE SHALL BE MAINTAINED BEHIND THE LANDSCAPED BUFFER, FOLLOWED BY A SECOND 15' LANDSCAPED BUFFER, FOR A TOTAL BUFFER DEPTH OF 100'. THE SECOND 15' LANDSCAPED PORTION OF THE 100' BUFFER SHALL ALSO BE IRRIGATED AND MAINTAINED WITH HIGH PROFILE NATIVE EVERGREEN TREES OF AT LEAST TWO INCH (2") CALIPER AND TEN FEET (10') IN HEIGHT PLACED EVERY FIFTEEN FEET (15') ON CENTER.
3. THAT AUTOMOBILE (SALES, SERVICE, STORAGE, AND RENTAL) USES ARE PROHIBITED ON THE SUBJECT PROPERTY.
4. NO OUTDOOR STORAGE OF EQUIPMENT, MATERIALS, AND SUPPLIES SHALL BE PERMITTED WITHIN ONE-HUNDRED FEET (100') OF LOOP 375 OR WITHIN TWENTY FEET (20') OF ANY PROPERTY LINE THAT ABUTS RESIDENTIALLY-ZONED OR SPECIAL PURPOSE ZONED PROPERTY, TO INCLUDE THE R-F (RANCH AND FARM) AND RMH (MOBILE HOME PARK) DISTRICTS.

ORDINANCE NO. _____

PZCR23-00004

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

PZCR23-00004

EXHIBIT "A"

12-4-78

TO

DATE

ZONING SECTION

LAND PLANNING

MAPPING SECTION

E.D.P. SECTION

ADVANCE SECTION

REPRODUCE:

RETURN TO:

By (Date):

FILED :

ORDINANCE NO:

DATE:

CONTRACT:

CASE NO.:

NOTES:

AN ORDINANCE CHANGING THE ZONING OF
BLOCK 2, TRACT 10-B, YSLETA GRANT,
THE PENALTY BEING AS PROVIDED IN
SECTION 25-10 OF THE EL PASO CITY
CODE

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

That the zoning of Block 2, Tract 10-B, Ysleta Grant, as more particularly described below, be changed to C-3 (Commercial) within the meaning of the Zoning Ordinance, and the zoning map of the City be revised accordingly:

Beginning at the northwesterly common corner of Tracts 10B and 10D of said Block 2;

Thence North 63°08'00" East a distance of 448.80 feet along the boundary line between Tracts 10B and 10B1 of said Block 2 to a point on the westerly line of the Juan de Herrera Main Lateral;

Thence South 36°02'00" East a distance of 249.60 feet along the westerly line of the Juan de Herrera Main Lateral to a point;

Thence South 44°06'00" West a distance of 426.70 feet along the boundary line between Tracts 10B and 11B of said Block 2 to a point;

Thence North 39°24'00" West a distance of 395.30 feet along the boundary line between said Tracts 10B and 10D to the point of beginning.

PASSED AND APPROVED this 28th day of November 1978.

ATTEST:

Mayor

Pro-Tem

U. R. R.

City Clerk

City Clerk

APPROVED AS TO FORM:

John R. R.

City Attorney

I CERTIFY THAT THE FOLLOWING ZONING MAPS

HAVE BEEN REVISED: L.D.

1-29-79 COUNTER

1-26-79 ORIGINAL

1-26-79 *Blitz* Inspection

1-29-79 CONTROL

f. Bringle

I certify that the zoning map has been revised to reflect the amendment of ordinance #6396

By *f. Bringle* Date 1-29-79

CONTRACT

This contract, made this 29th day of Nov, 1978, by and between FRANK CANDELARIA and wife, ELISA A. CANDELARIA, First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning of Block 2, Tract 10-B, Ysleta Grant in the City of El Paso, El Paso County, Texas, such property being more particularly described in Ordinance No. 6396 now pending before the City Council of the City of El Paso, a copy of which ordinance is attached hereto, marked Exhibit "A" and made a part hereof by reference. To remove certain objections to such rezoning, First Parties covenant that if the property is rezoned to C-3 (Commercial) within the meaning of the zoning ordinance of the City of El Paso, it shall be subject to the following restrictions, conditions and covenants:

1. No building permits shall be issued for construction on the property until complete and detailed architectural and site development plans of the proposed development have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso. All construction and development on the property shall be done in accordance with the approved plans.

2. First Parties will, at no cost to the City, construct a ponding area to provide on-site drainage for the property. Such ponding area shall be constructed in accordance with plans and specifications to be approved by the City Engineer of the City of El Paso and must be inspected and approved by him before certificates of occupancy and compliance are issued for any buildings constructed on the property and before the property is used for any purpose requiring C-3 zoning.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Parties and their successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

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

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

Frank Candelaria
Frank Candelaria

Elisa A. Candelaria
Elisa A. Candelaria

THE CITY OF EL PASO

By Cur M. [Signature]
Mayor PRO-TEM

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

THE STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared FRANK CANDELARIA and his wife, ELISA A. CANDELARIA, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of Nov, 1978.

My Commission Expires:

Aug. 7 - 1980

[Signature]
Notary Public, El Paso County, Texas

78-1240

THE STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared DAN M. Ponder, Mayor PRO-TEM of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that he had executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of the City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of NOVEMBER, 1978.

Billie Jean Branham
Notary Public, El Paso County, Texas

My Commission Expires:

6-30-80

BILLIE JEAN BRANHAM, Notary Public
In and for the County of El Paso, Texas
My Commission Expires



70-4240

RESOLUTION

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

That the Mayor be authorized to sign a contract with Frank Candelaria and wife, Elisa A. Candelaria, placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 6396.

ADOPTED this 28th day of November, 1978.

ATTEST:

Mayor

City Clerk

City Clerk

THE STATE OF TEXAS, }
COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS:

That we, Frank Candelaria and Elisa Candelaria do hereby convey this non-homestead property

of the County of El Paso State of Texas, for and in consideration of
the sum of TEN AND NO/100 (\$10.00) _____
DOLLARS,

AND OTHER GOOD AND VALUABLE CONSIDERATION,
to us in hand paid by City of El Paso (30 ft. right of way) hereinafter referred
to as "GRANTEE", receipt of which is hereby acknowledged,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

City of El Paso (30 ft. right of way)
of the County of El Paso, State of Texas, all that certain
tract or parcel of real estate situated in El Paso County, Texas, more particularly
described as follows, to-wit:

Being the description of a 0.269 acre (11707.7 square foot) parcel of land
out of Tracts 10B and 10B1, Block 2, Ysleta Grant, El Paso County, Texas
and being more particularly described by metes and bounds as follows:
See Exhibit "A" attached.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights
and appurtenances thereto in anywise belonging unto the said Grantee, his

heirs and assigns forever; and we do hereby bind ourselves, our
heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises
unto the said Grantee, his
heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part
thereof.

Witness our hands at El Paso, Texas,

this 23 day of November, A. D. 19 78

Witnesses at Request of Grantor:

Frank Candelaria
Frank Candelaria

Elisa Candelaria
Elisa Candelaria

78-4240

ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

in and for said County, Texas, on this day personally appeared

BEFORE ME, the undersigned authority,

Frank Candelaria

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of, A.D. 19 (L.S.)

Notary Public, County, Texas My Commission Expires

ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

in and for said County, Texas, on this day personally appeared

BEFORE ME, the undersigned authority,

Elisa Candelaria and Frank Candelaria

known to me to be the person S whose name are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 24th day of Dec, A.D. 1975 (L.S.)

Notary Public, County, Texas My Commission Expires

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

in and for said County, Texas, on this day personally appeared

BEFORE ME, the undersigned authority,

whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of, A.D. 19 (L.S.)

Notary Public, County, Texas My Commission Expires

CLERK'S CERTIFICATE

THE STATE OF TEXAS,

COUNTY OF

I, County

Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing dated on the day of, A. D. 19, with its Certificate of Authentication, was filed for record in my office on the day of, A. D. 19, at o'clock M., and duly recorded this day of, A. D. 19, at o'clock M., in the Records of said County, in Volume, on pages.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT of said County, at office in, the day and year last above written.

(L. S.)

County Clerk County, Texas. By, Deputy.

No.

WARRANTY DEED

FROM

TO

FILED FOR RECORD

this day of, A. D. 19

at o'clock M.

County Clerk Co., Texas

By, Deputy.

RECORDED

A. D. 19

County Records,

Book, Page,

County Clerk.

Deputy.

Recording Fee \$

This instrument should be filed immediately with the County Clerk for record.

MARTIN Stationery Co., Dallas

ORDINANCE NO. **018811**

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS:

PARCEL 1: TRACT 11B (2.389 AC), BLOCK 2, YSLETA GRANT (538 IVEY), CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL); AND,

PARCEL 2: TRACT 10D (2.0785 AC) AND TRACT 12B (3.935 AC) (6.0315 AC), BLOCK 2, YSLETA GRANT, 538 IVEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL); AND,

PARCEL 3: TRACT 10A (0.3981 AC), BLOCK 2, YSLETA GRANT, 538 IVEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL); AND,

PARCEL 4: TRACT 12A (3.292 AC), BLOCK 2, YSLETA GRANT, 538 IVEY CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL), AND IMPOSING A CONDITIONS.

THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of

Parcel 1: Tract 11B (2.389 ac), Block 2, Ysleta Grant, 538 Ivey, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and,

Parcel 2: Tract 10D (2.0785 ac) and Tract 12B (3.935 ac) (6.0315 ac), Block 2, Ysleta Grant, 538 Ivey, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and,

Parcel 3: Tract 10A (0.3981 ac), Block 2, Ysleta Grant, 538 Ivey, City of El Paso, El Paso County, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and,

Parcel 4: Tract 12A (3.292 ac), Block 2, Ysleta Grant, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; be changed as listed for:

PARCEL 1: FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL);

PARCEL 2: FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL); and

PARCEL 3: R-F (RANCH AND FARM) TO C-3 (COMMERCIAL), and

PARCEL 4: R-F (RANCH AND FARM) TO C-3 (COMMERCIAL) as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the proximity of the proposed commercial equipment repair facility to adjacent residential and agricultural land uses generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. *That a ten foot (10') landscaped buffer be established and maintained along any property line zoned residential or special purpose, to include the R-F (Ranch and Farm) and RMH (Residential Mobile Home) Districts.*
2. *That a 15' irrigated landscaped buffer will be established and maintained along the frontage of the property where it abuts Loop 375. High profile native evergreen trees of at least two inch (2") caliper and ten feet (10') in height shall be placed every fifteen feet (15') on center. An additional seventy feet (70') of non-irrigated open space shall be maintained behind the landscaped buffer, followed by a second 15' landscaped buffer, for a total buffer depth of 100'. The second 15' landscaped portion of the 100' buffer shall also be irrigated and maintained with high profile native evergreen trees of at least two inch (2") caliper and ten feet (10') in height placed every fifteen feet (15') on center.*
3. *That automobile (sales, service, storage, and rental) uses are prohibited on the subject property.*
4. *No outdoor storage of equipment, materials, and supplies shall be permitted within one-hundred feet (100') of Loop 375 or within twenty feet (20') of any property line that abuts residentially-zoned or special purpose zoned property, to include the R-F (Ranch and Farm) and RMH (Mobile Home Park) Districts.*

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 10th day of July, 2018.

(SIGNATURES ON THE FOLLOWING PAGE)

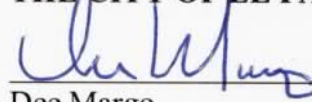
018811

ORDINANCE NO. _____

18-1007-2134 | 762112_2
538 Ivey Road.
KMN

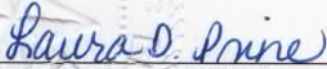
PZRZ16-00035

THE CITY OF EL PASO



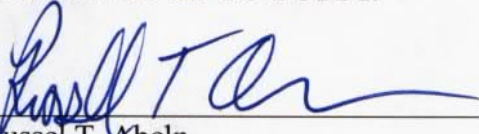
Dee Margo
Mayor

ATTEST:



Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Russel T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Victor Morrison-Vega, Interim Director
Planning & Inspections Department

(Development Agreement on the following page)

018811

ORDINANCE NO.

18-1007-2134 | 762112_2
538 Ivey Road.
KMN

PZRZ16-00035

DEVELOPMENT AGREEMENT

By execution hereof, **Pierre Hernandez and Norma Hernandez** ("Owner"), identified in the Ordinance to which this Development Agreement is attached and more particularly describe as Exhibit "B", and 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 **C-3 (Commercial)** District located within the City of El Paso.

EXECUTED this _____ day of _____, 2018.

Owner's Name(s)

By: _____
Pierre Hernandez

Norma Hernandez

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2018,
by _____, in his legal capacity on behalf of _____.

Notary Public, State of Texas

My Commission Expires:



018811

ORDINANCE NO. _____

18-1007-2134 | 762112_2
538 Ivey Road.
KMN

PZRZ16-00035

EXHIBIT "A"

Being all of Tracts 10A, 10D,
11B, 12A, and 12B, Block 2,
Ysleta Grant,
City of El Paso, El Paso County, Texas
December 26, 2016

METES AND BOUNDS DESCRIPTION

538 Ivey Road
Exhibit "A"

FIELD NOTE DESCRIPTION of Tracts 10A, 10D, 11B, 12A, and 12B, Block 2, Ysleta Grant, 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 common boundary line of Tracts 10A and 13A, same being the southerly right-of-way line of Americas Avenue (370' R.O.W.) and being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said common boundary line and along said southerly right-of-way line of Americas Avenue, North $63^{\circ}51'00''$ East, a distance of 182.80 feet to a found iron rod lying at the common boundary corner of Tracts 10B and 10D;

THENCE, leaving said southerly right-of-way line and along the common boundary line of Tracts 10B and 10D, South $39^{\circ}24'00''$ East, a distance of 329.61 feet to a point;

THENCE, leaving said common boundary line of Tracts 10B and 10D, North $44^{\circ}06'00''$ East, a distance of 431.33 feet to a found iron rod for corner at the common boundary line of Tracts 10B2A and 11B, same being the westerly right-of-way line of Juan De Herrera Lateral;

THENCE, leaving said common boundary corner and along said westerly right-of-way line of Juan De Herrera Lateral the following four courses:

- 1.) 63.26 feet along the arc of a curve to the right whose radius is 163.20 feet, whose interior angle is $22^{\circ}12'34''$, whose chord bears South $11^{\circ}43'05''$ East, a distance of 62.87 feet to a point;
- 2.) South $00^{\circ}36'59''$ East, a distance of 1038.61 feet to a point;
- 3.) 146.19 feet along the arc of a curve to the left whose radius is 221.30 feet, whose interior angle is $37^{\circ}51'01''$, whose chord bears South $19^{\circ}32'29''$ East, a distance of 143.55 feet to a point;
- 4.) South $38^{\circ}28'00''$ East, a distance of 76.19 feet to a point;

THENCE, leaving said westerly right-of-way line of Juan De Herrera Lateral, North $65^{\circ}48'00''$ West, a distance of 355.23 feet to a point;

THENCE, North $35^{\circ}14'00''$ West, a distance of 537.30 feet to a point;

THENCE, North $04^{\circ}27'17''$ West, a distance of 76.75 feet to a point;

THENCE, North $20^{\circ}02'00''$ West, a distance of 240.70 feet to a point;

THENCE, North $14^{\circ}30'00''$ West, a distance of 281.25 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 526,162.96 square feet or 12.0790 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 503
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2016\538 Ivey-Final.wpd



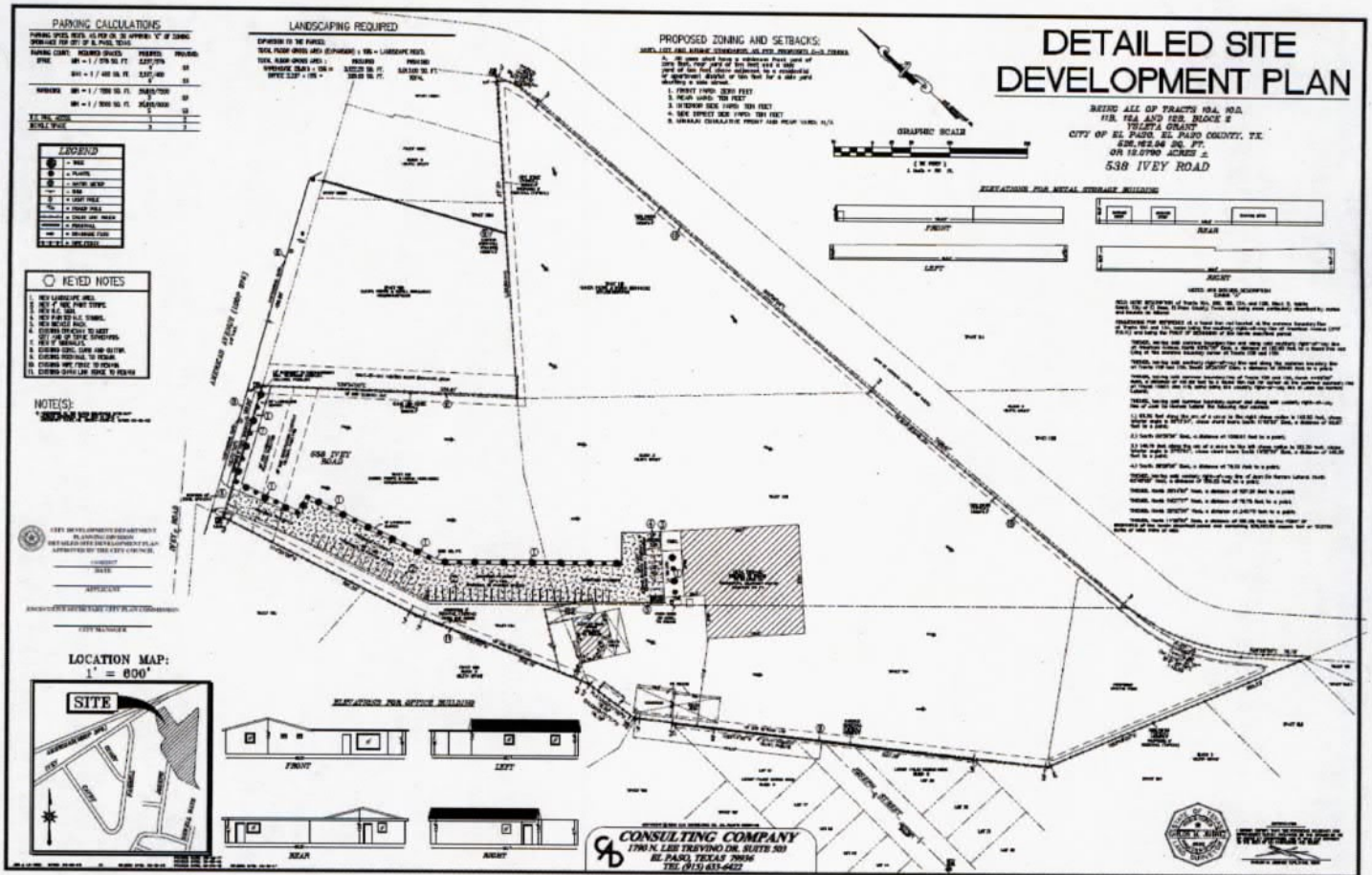
018811

ORDINANCE NO. _____

18-1007-2134 | 762112_2
538 Ivey Road.
KMN

PZRZ16-00035

EXHIBIT "B"



018811

ORDINANCE NO.

18-1007-2134 | 762112_2

538 Ivey Road.

KMN

PZRZ16-00035

MEMORANDUM

DATE: November 20, 2017

TO: The Honorable Mayor and City Council
Tomàs Gonzalez, City Manager

FROM: Victor Morrison-Vega, Planning & Inspections
Anne Antonini, Senior Planner

SUBJECT: PZRZ16-00035

The City Plan Commission (CPC) on November 16, 2017, voted (6-0) to recommend **approval** (6-0) of the request to rezone the subject property from R-F (Ranch and Farm) to C-3 (Commercial).

The CPC found that the rezoning is in conformance with Plan El Paso. The CPC also determined that the rezoning protects the best interest, health, safety, and welfare of the public in general; that the proposed use is compatible with adjacent land uses; and, that the rezoning would have no negative effects on the natural environment, socio-economic conditions, and property values in the vicinity or the city as a whole.

The Planning Division has not received any communication in support of or opposition to the rezoning request.

Property Owner: Pierre and Norma Hernandez
Applicant: Enrique Ayala, CAD Consulting

Attachments:
Staff Report

***City of El Paso – City Plan Commission Staff Report***

Case No: PZRZ16-00035 (Related to PLCP17-00001)
Application Type Rezoning
CPC Hearing Date November 16, 2017
Staff Planner Anne Antonini, (915) 212-1814, antoniniam@elpasotexas.gov

Location 538 Ivey
Legal Description Parcel 1: Tract 11B(2.389 ac), Block 2, Ysleta Grant, City of El Paso, El Paso County
Parcel 2: Tract 10D (2.0785 ac) and Tract 12B (3.935 ac) (6.0315 ac), Block 2, Ysleta Grant, City of El Paso, El Paso County
Parcel 3: Tract 10A (0.3981 ac), Block 2, Ysleta Grant, City of El Paso, El Paso County
Parcel 4: Tract 12A (3.292 ac), Block 2, Ysleta Grant, City of El Paso, El Paso County
Tracts 10A, 10B, 10B2C, 10D, 12A, and 12B, Block 2, Ysleta Grant, City of El Paso, El Paso County

Acreage 12.08 acres
Rep District 6
Existing Zoning: R-F (Ranch and Farm)
Existing Use: Vacant Metal Structure
C/SC/SP/ZBA/LNC: N/A
Request: From R-F (Ranch and Farm) to C-3 (Commercial)
Proposed Use: Commercial Equipment Repair

Property Owner Pierre and Norma Hernandez
Representative Enrique Ayala, CAD Consulting

SURROUNDING ZONING AND LAND USE

North: C-3/SC (Commercial/Special Contract) / Veterinary Clinic; C-2 (Commercial) / Bank
South: RMH (Residential Mobile Home) / Residential; R-F (Ranch-Farm) / Agriculture
East: R-F (Ranch and Farm) / Agriculture
West: R-F (Ranch and Farm) / Warehouse

THE PLAN FOR EL PASO DESIGNATION: O3, Agriculture, and G3, Postwar (Mission Valley Planning Area)

NEAREST PARK: Feather Lake Wildlife Sanctuary (2,552 feet)

NEAREST SCHOOL: Del Valle High School (2,251 feet)

NEIGHBORHOOD ASSOCIATIONS

Mission Valley Civic Association

NEIGHBORHOOD INPUT

Notice of a Public Hearing was mailed to all property owners within 300 feet of the subject property on October 18, 2017. Planning has received one phone call in support of the rezoning request, and two phone calls of inquiry.

APPLICATION HISTORY

A previous rezoning request, from R-F to M-2 for a then-existing salvage and recycling use, was denied by the City Plan Commission in 2011.

APPLICATION DESCRIPTION

The applicant is requesting a rezoning from R-F (Ranch and Farm) to C-3 (Commercial) to allow for commercial equipment repair. The current R-F (Ranch and Farm) zoning district does not permit that use. The property is 12.08 acres in size. The detailed site plan shows an existing 20,815 square foot storage structure, 2,237 square foot office building, and metal canopy accessory structures, proposed to remain. Access to the property is proposed from the frontage road for State Route 375. As the property is currently classified as O-3, Agriculture, a separate, but related, amendment to our comprehensive plan has been submitted for reclassification to G3, Post-War to more consistently align with the existing use of the subject property as well as its expected future land use.

Planning and Inspections Department – Planning Division Recommendation

The Planning Division recommends **approval** of rezoning the subject property from R-F (Ranch and Farm) to C-3 (Commercial) with one condition:

1. *That a 10' landscaped buffer be established and maintained along any property line zoned residential, to include the R-F (Ranch and Farm) and RMH (Residential Mobile Home) Districts, and also along the eastern property line where it abuts the irrigation channel.*

The recommendation is based on compatibility with the adjacent properties zoned light industrial, regional commercial, and agricultural; existing heavy commercial uses within the area of the subject property; and, in compliance with the proposed Plan El Paso land use designation G3, Post-War in the Mission Valley Planning Area. Further, the established land use pattern of properties abutting Loop 375 is transitioning from agricultural to industrial, with many heavy commercial uses present, and zoning generally consisting of C-3, C-4, and M-1 for most properties directly abutting the highway. The subject property has access from the Loop 375 frontage road. The existing configuration present on the subject property is part of the established neighborhood and consistent with development in the area. The proposed G-3, Post War Future Land Use designation provides a buffer between the ranch farm and manufactured housing community uses to the west with the higher-intensity commercial surrounding the immediate vicinity of the subject property and its established neighborhood.

Plan El Paso-Future Land Use Map Designation

All applications for rezoning shall demonstrate compliance with the following criteria:

G-3 – Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.

The Planning Division recommendation is based on the compatibility with the proposed G3, Industrial land use designation.

Title 20, Chapter 20.06, Section 20.06.020.D.8 states,

The purpose of the C-3 (Commercial) is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.

The Planning Division recommendation is based on the compliance with the purpose of the C-3 (Commercial) District, which provides for the most appropriate use of the subject property while offering protection to nearby farming and residential uses.

Plan El Paso - Goals & Policies

Plan El Paso Policy 1.11.3 states:

Policy 1.11.3 Decisions on rezoning requests will be made in accordance with Plan El Paso and in accordance with all requirements of City and State law. When evaluating whether a proposed rezoning is in accordance with Plan El Paso, the City Council may also consider the following factors:

- a. The proposed zoning district's effect on development or redevelopment of the property, particularly whether the rezoning will further or at least not conflict with specific policies listed under other goals of Plan El Paso.*
- c. The proposed zoning district's effect on the property and surrounding property, after evaluating the following factors:*
 - i. The physical context of the property and surrounding properties, including recent or anticipated changes to that context.*
 - vi. Whether the area is stable or in transition.*
 - vii. Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property*

Plan El Paso Policy 1.11.3 states that changes in context to the subject property shall be considered in evaluating rezoning requests. Though this property is zoned R-F and formerly was used exclusively for an Ranch and Farm purpose, the property was converted to a commercial or industrial use over ten years ago. Cessation of Ranch and Farm activity was evident on about one third of the subject property as early as 2002, and was complete by 2007. The proposed use is less intense than the previous use on the subject property, and the C-3 (Commercial Zoning District) allows greater protection for the remaining adjacent Ranch and Farm and residential uses, while allowing the subject property to operate consistently with other properties along the heavy commercial corridor present along Americas due to the proximity of the Port of Entry. Approving the rezoning request to C-3 (Commercial) would allow for a new heavy commercial use to operate that is consistent with other properties abutting Americas Ave, and would include sensible protections for the remaining Ranch and Farm and residential land uses adjacent to the subject property.

The Planning Division recommendation is based on the compatibility of proposed development with the Zaragoza Port of Entry/Americas Corridor and the protections the proposed zone would offer the remaining Ranch and Farm and manufactured home uses adjacent to the subject property.

COMMENTS:

Planning and Inspections Department - Planning Division

1. Show required setbacks
2. Dimension the covered concrete areas and show their distance to the nearest lot line.
3. Check the parking calculations. The table references 43 spaces and 51 are shown.
4. Verify that elevations show existing improvements as well as proposed improvements.
5. Clarify proposed use. Proposed district needs to be C-4 if the proposed use is warehouse, as warehouses are not permitted in C-3. Application will need to be revised if that is the case.

Texas Department of Transportation

Requestor need to submit grading and drainage plans to TxDOT for review and approval, and if he is planning to have access to Loop 375 (Americas Ave.), he also need to submit an access request form and a site layout plan.

Planning and Inspections Department – Plan Review & Landscape Division

1. Revisions
2. Due to change of zoning a 6' rock wall is required along all portions of the property that abut a Ranch and Farm district
10' landscape buffer is required a the front of the property abutting Americas
Recommend obtain platting determination to determine if due to the proposed improvements platting of the property will or will not be required
parking calculations are incorrect for the warehouse, the correct factor for warehouse 1/7200 min and 1/5000 max
this will impact the required canopy trees

Planning and Inspections Department – Land Development

We have reviewed subject plans and recommend that the applicant addresses the following comments.

1. Label proposed pond as "private pond".
2. Approval of the site plans by CPC constitutes a determination that the applicant is in compliance with the minimum provisions. Applicant is responsible for the adequacy of such plans, insuring that stormwater is in compliance with ordinances, codes, DSC, and DDM. Failure to comply may require the applicant to seek re-approval of the site plans from CPC.

Fire Department

No comments received.

Police Department

No comment on this application.

Sun Metro

Sun Metro does not oppose this request.

El Paso Water Utilities

1. EPWater does not object to this request.

Water:

2. There is an existing 8-inch diameter water main extending along Americas Avenue. This water main is available for service.
3. There is an existing 48-inch diameter water main that extends along a 30' Easement south of and parallel to Americas Avenue. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations.
4. There is an existing 8-inch diameter water main extending along Joseph Street. This water main is available for service and main extensions.
5. EPWater records indicate there is one (1) active ¾" diameter service water meter on the property with 538 Ivey Road as the service address.
6. Previous water pressure from fire hydrant #5606 located at 444 Joseph Street and 630' N of Luis Mendivil Street, has yielded a static pressure of 106 psi, a residual pressure of 70 psi, and a discharge of 787 gallons per minute.
7. 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:

8. There is an existing 8-inch diameter sanitary sewer main extending along Joseph Street. This main is available for service and main extensions.

General:

9. All easements dedicated for public water and/or sanitary sewer facilities are to comply with EPWater-PSB Easement Policy. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week. No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easements without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any sign or structure.
10. EPWater requires a new service application to provide additional services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater 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:

1. Provide an acceptable Stormwater Management plan in accordance with Section 19.19.030 of the current subdivision ordinance.
2. Provide an acceptable Drainage Plan in accordance with Section 19.01.050 of the current City Ordinance.
3. At the improvement plan stage, provide protection to the property from all offsite stormwater runoff that may have an adverse impact on any improvements.
4. The developer shall be responsible for the additional stormwater runoff generated by the proposed development, and must ensure that the historic runoff volume, peak and duration are maintained; Americas Ave., which is a state road, is not designed to take in any outside runoff.
5. EPW-Stormwater Engineering recommends using principles of low impact & green infrastructure development (such as recessed landscaping, rainwater harvesting, and porous pavements) to reduce the amount of developed stormwater runoff.

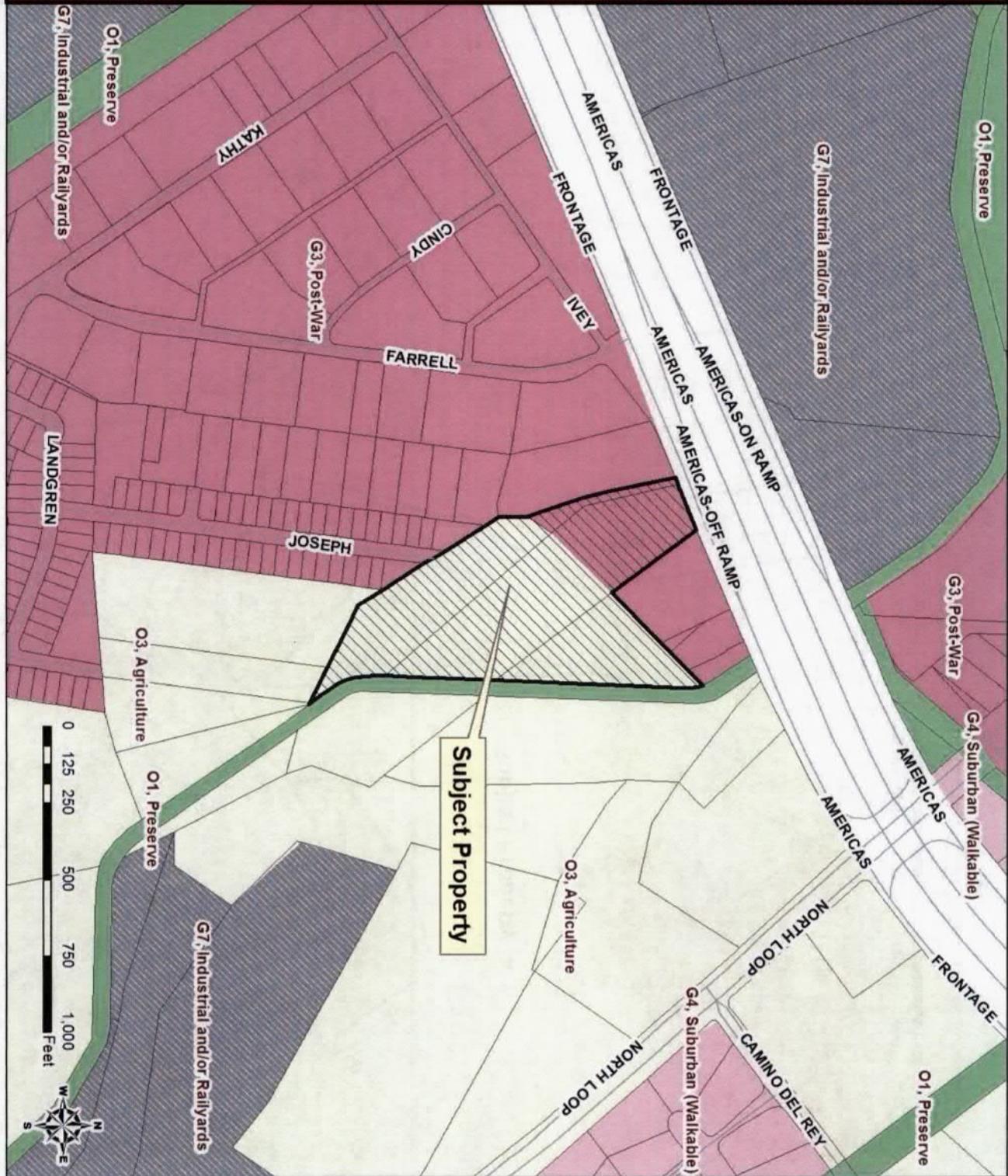
ATTACHMENT 1: LOCATION MAP

PZRZ16-00035

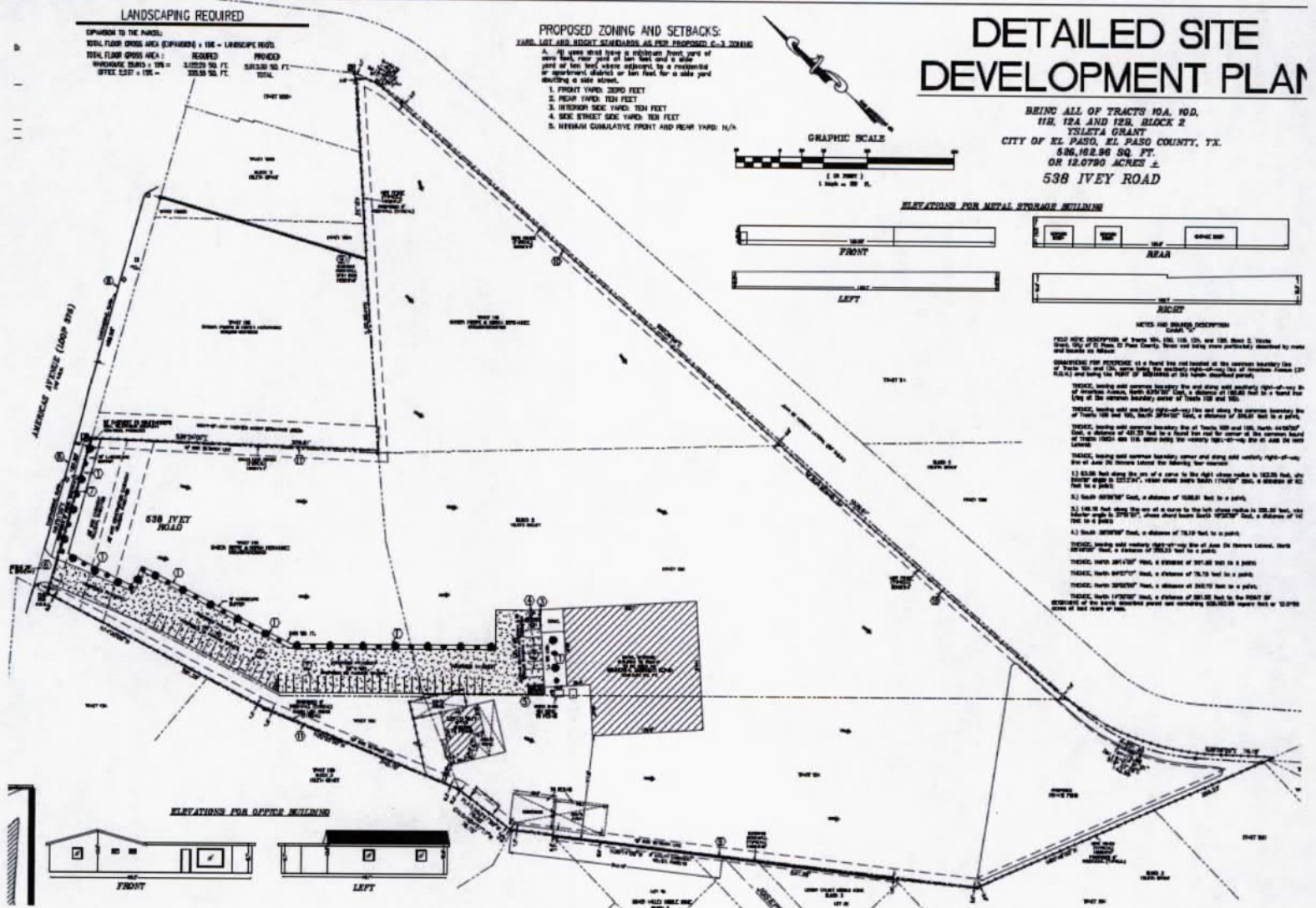




PZRZ16-00035



ATTACHMENT 4: DETAILED SITE DEVELOPMENT PLAN



Americas and Southwest of North Loop

City Plan Commission — November 30, 2023 **(REVISED)**



CASE NUMBER: PZCR23-00004
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: Americas 375 LLC
APPLICANT: Hamilton Commercial LLC – Hamilton Peck and Jonathan Tooley
REPRESENTATIVE: Sergio Castillo
LOCATION: Americas Ave. and Southwest of North Loop Dr. (District 7)
PROPERTY AREA: 24.74 acres
REQUEST: Release conditions imposed by Ordinance No. 6396 and 18811
RELATED APPLICATIONS: PZRZ23-00035 Rezoning Application
PUBLIC INPUT: One (1) phone call in opposition initially received since rescinded.
No other correspondence as of November 29, 2023.

SUMMARY OF REQUEST: The applicant is requesting to release the conditions imposed by Ordinance No. 6396, dated November 28, 1978 and Ordinance No. 18811, dated July 10, 2018 on the subject property.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request as the proposed condition release have been deemed necessary for appropriate development of the property and align with the intent of the policies of G-3, Post-War future land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

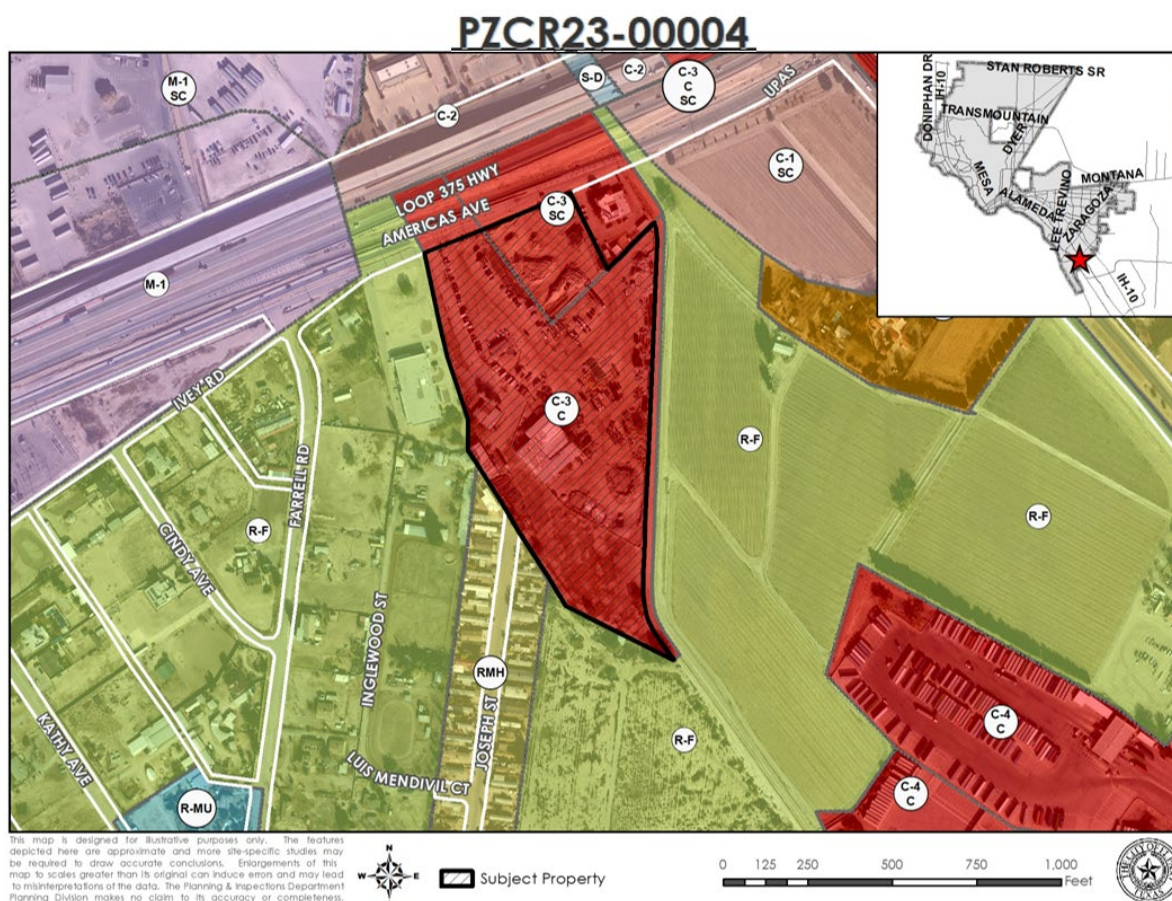


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to release the conditions imposed by Ordinance No. 6396, dated November 28, 1978 and Ordinance No. 18811, dated July 10, 2018 to allow for the development of an apartment complex. The size of the property is 24.74 acres. The detailed site development plan shows 490 apartment units consisting of 14 buildings, an administrative office, a clubhouse and fitness center building, a maintenance building along with other amenities. Main access is from Americas Avenue and Newell Hayes Drive, with vehicular access limited to only emergency vehicles along Joseph Street.

PREVIOUS CASE HISTORY: On November 28, 1978, City Council approved of the rezoning of the subject property from R-F (Ranch and Farm) to C-3 (Commercial) with the following conditions imposed by Ordinance No. 6396:

1. *No building permits shall be issued for construction on the property until complete and detailed architectural and site development plans of the proposed development have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso. All construction and development on the property shall be done in accordance with the approved plans.*
2. *First Parties will, at no cost to the City, construct a ponding area to provide on-site drainage for the property. Such ponding area shall be constructed in accordance with plans and specifications to be approved by the City Engineer of the City of El Paso and must be inspected and approved by him before certificates of occupancy and compliance are issued for any buildings constructed on the property and before the property is used for any purposes requiring C-3 zoning.*

Note: The applicant is requesting to release all conditions because the conditions have been satisfied, are no longer necessary, or are current requirements of the City Code.

On July 10, 2018, City Council approved of the rezoning of the subject property from R-F (Ranch and Farm) to C-3 (Commercial) with the following conditions imposed by Ordinance No. 18811:

1. *That a ten-foot (10') landscaped buffer be established and maintained along any property line zoned residential or special purpose, to include the R-F (Ranch and Farm) and RMH (Residential Mobile Home) Districts.*
2. *That a 15' irrigated landscaped buffer will be established and maintained along the frontage of the property where it abuts Loop 375. High profile native evergreen trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed every fifteen feet (15') on center. An additional seventy feet (70') of non-irrigated open space shall be maintained behind the landscaped buffer, followed by a second 15' landscaped buffer, for a total buffer depth of 100'. The second 15' landscaped portion of the 100' buffer shall also be irrigated and maintained with high profile native evergreen trees of at least two-inch (2") caliper and ten feet (10') in height placed every fifteen feet (15') on center.*
3. *That automobile (sales, service, storage, and rental) uses are prohibited on the subject property.*
4. *No outdoor storage of equipment, materials, and supplies shall be permitted within one-hundred feet (100') of Loop 375 or within twenty feet (20') of any property line that abuts residentially-zoned or special purpose zoned property, to include the R-F (Ranch and Farm) and RMH (Mobile Home Park) Districts.*

Note: The applicant is requesting to release all conditions because the conditions are no longer necessary or not applicable for the proposed S-D (Special Development) zone district to allow for the development of an apartment complex.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is permitted by right with an approval of detailed site development plan in the S-D (Special Development) zoning district and will supplement the existing housing stock with multi-family housing. To the north is a bank and business office zoned C-2 (Commercial); to the south and west are a residential mobile home, zoned RMH (Residential Mobile Home) and residential uses and vacant lots zoned R-F (Ranch and Farm); to the east are vacant zoned R-F (Ranch and Farm). The closest school is Del Valle High School located 0.48 miles away and the closest park is Pavo Real Recreation Center located 1.31 miles away.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed condition release is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><u>G-3, Post-War:</u> This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p> <p><u>O-3, Agriculture:</u> This open-space sector applies to active farmland in the Rio Grande Valley. Changes to City codes and policies may limit plat and utility approvals beyond the City limits in a coordinated effort to protect significant portions of farmland.</p>	<p>Yes. The subject property is proposed to be developed into apartment complex development, which is in character with the future land use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p><u>S-D (Special Development) District:</u> The purpose of this district is to provide an opportunity for mixed-use projects, integrated in design, in certain older residential areas where there is a desire to permit a variety of nonresidential uses while maintaining the established residential appearance and landscaping of the area. The regulations of this district are designed to ensure compatibility with existing uses in the district; to permit the production, exhibit or sale of goods and the providing of services to the public in such older residential areas; to protect the traffic capacity of streets serving such older residential areas; to encourage flexibility by prescribing general performance standards for such older residential areas; and to protect the environment of adjacent areas. For the purpose of this district, older areas of the city shall be deemed those areas where development has existed for at least twenty-five years.</p>	<p>Yes. The proposed S-D (Special Development) zone district will provide for the integration of apartment complex development with adjacent R-F (Ranch and Farm), RMH (Residential Mobile Home), and C-3 (Commercial) zoning districts in an older area.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning and condition release is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. Proposed development will have access to the subject property is provided from Americas Avenue and Newell Hayes Drive which are classified as freeway and local street, respectively, under the City's Major Thoroughfare Plan (MTP). The classification of this road is appropriate for the proposed development.</p>

THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The subject property does not lie within an historic district, study area plan, or overlay district.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition within the last 10 years in the surrounding area. The property located at 9522 North Loop Drive to the northeast was rezoned from R-F (Ranch and Farm) to S-D (Special Development) in 2015. Additionally, the property located at 551 Inglewood Drive to the southeast was rezoned from R-F (Ranch and Farm) to C-4 (Commercial) in 2021.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is in transition from inactive agricultural uses for the property. The established neighborhood is comprised of a residential and commercial development. The north portion of this property was rezoned from R-F (Ranch and Farm) to C-3 (Commercial) in 2018. The R-F (Ranch and Farm) zoning designation is no longer suitable for the property.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Americas Avenue and Newell Hayes Drive which are designated as a freeway and local street, receptively, in the City's Major Thoroughfare Plan. The subject property will need to provide adequate infrastructure at the time of development. Although pursuant to requirements for this rezoning request, a Traffic Impact Analysis deferral letter has been submitted and is under review by the City of El Paso's Streets and Maintenance Department as well as by the Texas Department of Transportation at the time of the subdivision platting stage. Prior to development, the subject property will need to be formally subdivided. All necessary infrastructure will be addressed at that time. The nearest bus stop is located 0.71 miles from the subject property on Alameda Avenue.

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

PUBLIC COMMENT: The subject property is located within the boundaries of Mission Valley Civic Association and Corridor 20 Civic Association, which were notified of the rezoning and condition release request by the applicant. Property owners within 300 feet of subject property were notified of the rezone request on November 2, 2023. As of November 29, 2023, the Planning Division has received one (1) phone call in opposition to the request that was previously obtained but it was rescinded as the result of the meeting between the applicant and neighborhood residents (see attachment 8). No further input was received. Additionally, the applicant met with a several members of the neighborhood to discuss the proposal at a meeting held on July 19, 2023.

RELATED APPLICATIONS: Rezoning application PZR23-00035 is running concurrently with this application. The rezoning application request is to rezone from R-F (Ranch and Farm) C-3/sc (Commercial/special contract) and C-3/c (Commercial/conditions) to S-D (Special Development) and Detailed Site Development Plan review and approval to allow for apartment complex.

CITY PLAN COMMISSION OPTIONS:

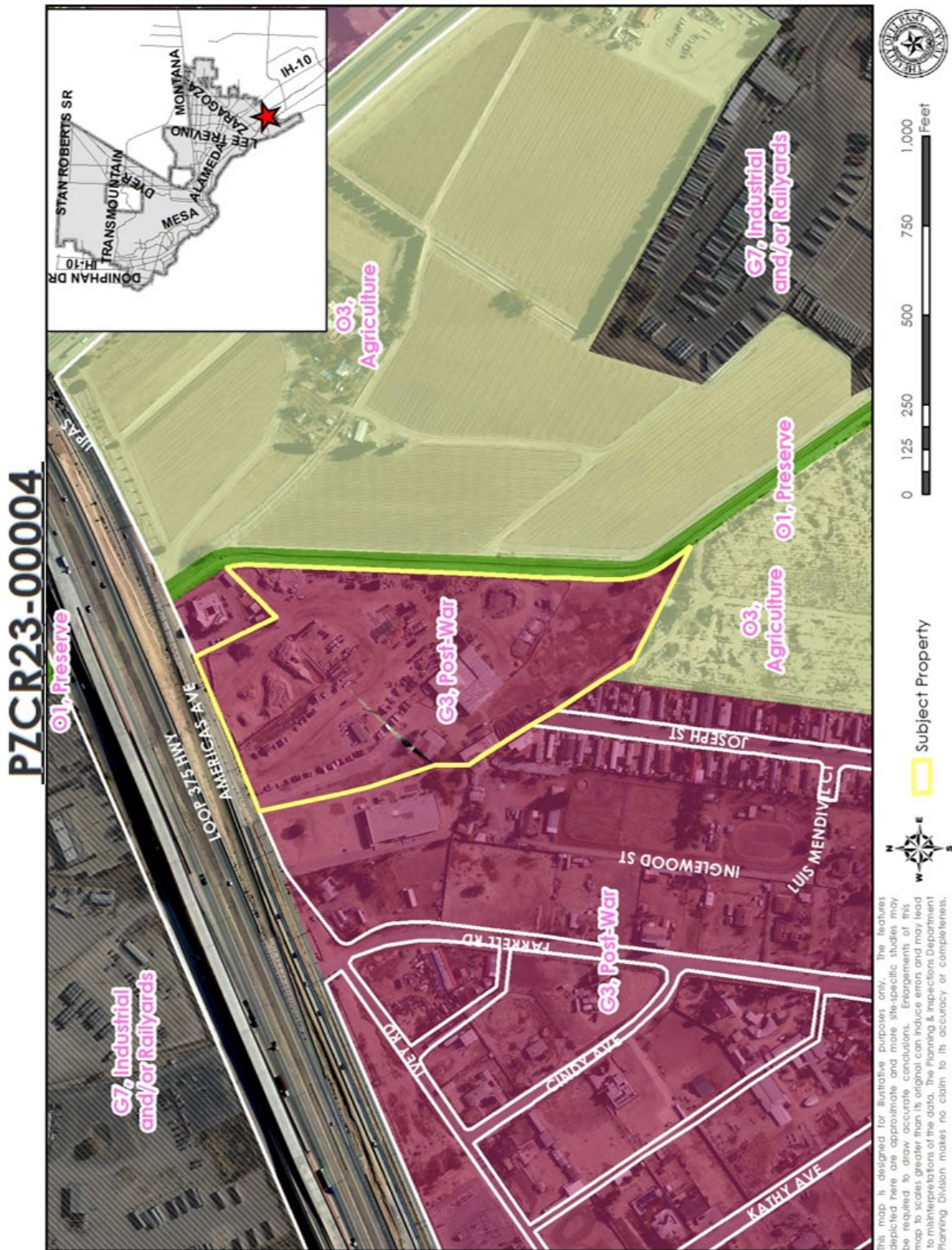
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

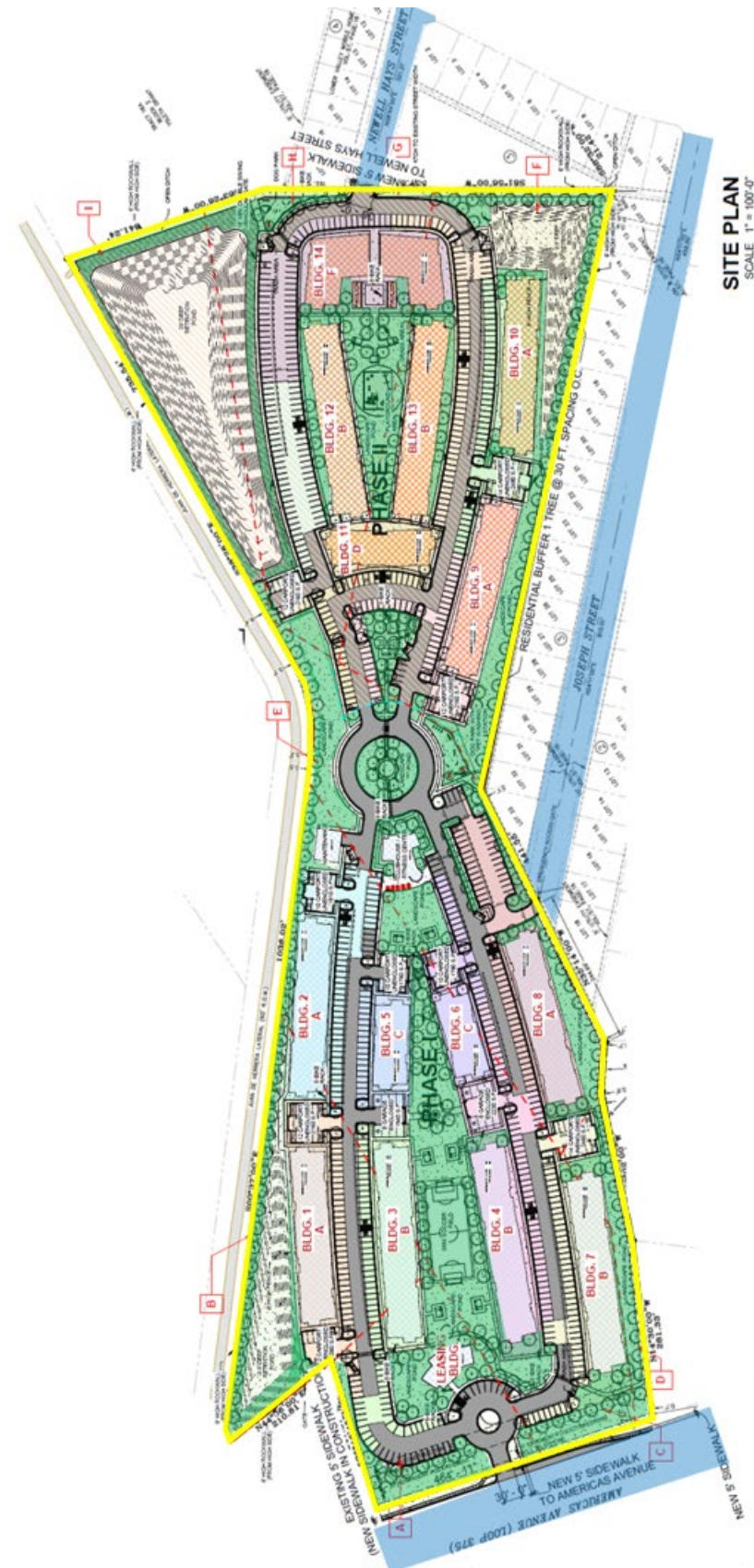
ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Development Plan
3. Elevations
4. Ordinance No. 6396, dated November 28, 1978
5. Ordinance No. 18811, dated July 10, 2018
6. Department Comments
7. Neighborhood Notification Boundary Map
8. Public input via an email

ATTACHMENT 1



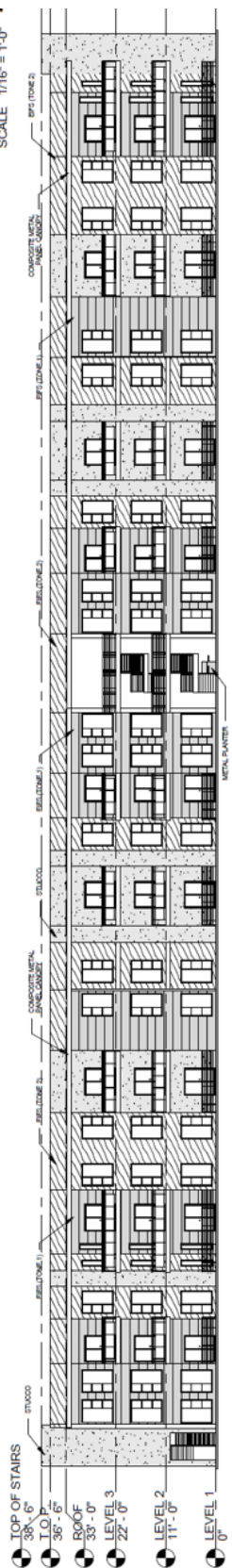
ATTACHMENT 2



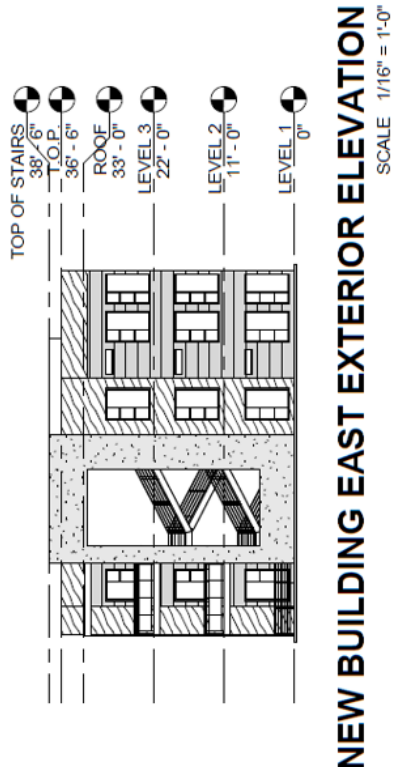
ATTACHMENT 3



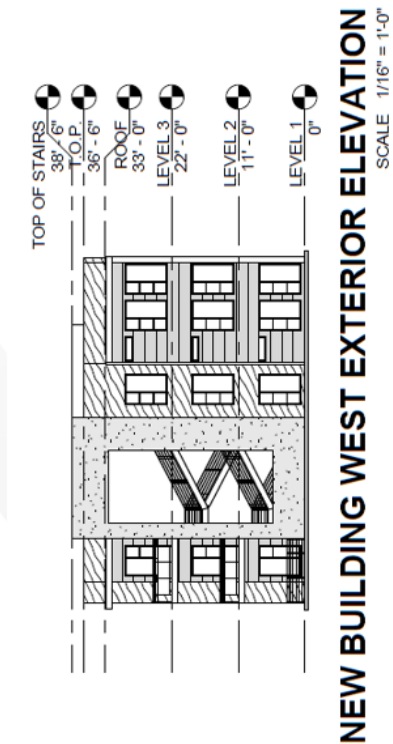
NEW BUILDING SOUTH EXTERIOR ELEVATION
SCALE 1/16" = 1'-0"



NEW BUILDING NORTH EXTERIOR ELEVATION
SCALE 1/16" = 1'-0"



NEW BUILDING EAST EXTERIOR ELEVATION
SCALE 1/16" = 1'-0"



NEW BUILDING WEST EXTERIOR ELEVATION
SCALE 1/16" = 1'-0"

ATTACHMENT 4

6396

AN ORDINANCE CHANGING THE ZONING OF
BLOCK 2, TRACT 10-B, YSLETA GRANT,
THE PENALTY BEING AS PROVIDED IN
SECTION 25-10 OF THE EL PASO CITY
CODE

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

That the zoning of Block 2, Tract 10-B, Ysleta Grant, as
more particularly described below, be changed to C-3 (Commercial)
within the meaning of the Zoning Ordinance, and the zoning map
of the City be revised accordingly:

Beginning at the northwesterly common corner of
Tracts 10B and 10D of said Block 2;

Thence North 63°08'00" East a distance of 448.80
feet along the boundary line between Tracts 10B and
10B1 of said Block 2 to a point on the westerly
line of the Juan de Herrera Main Lateral;

Thence South 36°02'00" East a distance of 249.60 feet
along the westerly line of the Juan de Herrera Main
Lateral to a point;

Thence South 44°06'00" West a distance of 426.70 feet
along the boundary line between Tracts 10B and 11B of
said Block 2 to a point;

Thence North 39°24'00" West a distance of 395.30 feet
along the boundary line between said Tracts 10B and 10D
to the point of beginning.

PASSED AND APPROVED this 28th day of November 1978.

ATTEST:

W. R. Rogers
City Clerk

City Clerk

Mayor

Rio-Ten

APPROVED AS TO FORM:

Shane R. Rios
City Attorney

I CERTIFY THAT THE FOLLOWING ZONING MAPS
HAVE BEEN REVISED: 2.D
1-29-79 COUNTER
1-26-79 ORIGINAL
1-26-79 Blky. Inspection
1-29-79 CONTROL f. Brungler

I certify that the zoning map has been revised to
reflect the amendment of ordinance #6396
By f. Brungler Date 1-29-79

6396

78-1240

CONTRACT

This contract, made this 29th day of Nov, 1978,
by and between FRANK CANDELARIA and wife, ELISA A. CANDELARIA,
First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning
of Block 2, Tract 10-B, Ysleta Grant in the City of El Paso, El Paso
County, Texas, such property being more particularly described in
Ordinance No. 6396 now pending before the City Council of the
City of El Paso, a copy of which ordinance is attached hereto,
marked Exhibit "A" and made a part hereof by reference. To remove
certain objections to such rezoning, First Parties covenant that
if the property is rezoned to C-3 (Commercial) within the meaning
of the zoning ordinance of the City of El Paso, it shall be subject
to the following restrictions, conditions and covenants:

1. No building permits shall be issued for construction
on the property until complete and detailed architectural and site
development plans of the proposed development have been submitted
by First Parties and approved by the City Plan Commission of the
City of El Paso. All construction and development on the property
shall be done in accordance with the approved plans.

2. First Parties will, at no cost to the City, construct
a ponding area to provide on-site drainage for the property. Such
ponding area shall be constructed in accordance with plans and
specifications to be approved by the City Engineer of the City of
El Paso and must be inspected and approved by him before certificates
of occupancy and compliance are issued for any buildings constructed
on the property and before the property is used for any purpose
requiring C-3 zoning.

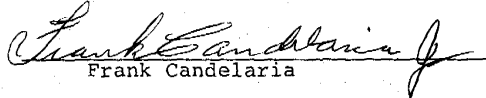
This agreement is a restriction, condition and covenant running
with the land and a charge and servitude thereon, and shall bind
First Parties and their successors in title. Any future conveyance
of the land shall contain this restriction, condition and covenant
and shall embody this agreement by express reference.


-1-

78-1240

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

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

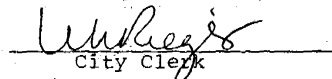

Frank Candelaria

x 
Elisa A. Candelaria


THE CITY OF EL PASO

By 
Mayor PRO-TEM

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

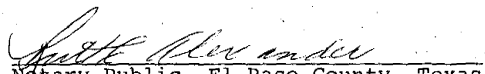
THE STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared FRANK CANDELARIA and his wife, ELISA A. CANDELARIA, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of Nov, 1978.

My Commission Expires:

Aug. 7 - 1980


Notary Public, El Paso County, Texas

78-4240

-2-

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared DAN M. POWDER, Mayor PRO-TEM of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that he had executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of the City of El Paso.

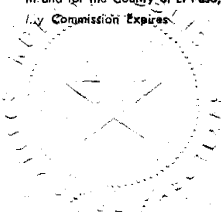
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of NOVEMBER, 1978.

Billie Jean Branham
Notary Public, El Paso County, Texas

My Commission Expires:

6-30-80

BILLIE JEAN BRANHAM, Notary Public
In and for the County of El Paso, Texas
Commission Expires



70-4240

-3-

RESOLUTION

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

That the Mayor be authorized to sign a contract with Frank Candelaria and wife, Elisa A. Candelaria, placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 6396.

ADOPTED this 28th day of November, 1978.

ATTEST:

Mayor

City Clerk

City Clerk

78-1240

ATTACHMENT 5

CITY CLERK DEPT.
2018 JUL 5 PM 12:28

ORDINANCE NO. 018811

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS:

PARCEL 1: TRACT 11B (2.389 AC), BLOCK 2, YSLETA GRANT (538 IVEY), CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL); AND,

PARCEL 2: TRACT 10D (2.0785 AC) AND TRACT 12B (3.935 AC) (6.0315 AC), BLOCK 2, YSLETA GRANT, 538 IVEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL); AND,

PARCEL 3: TRACT 10A (0.3981 AC), BLOCK 2, YSLETA GRANT, 538 IVEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL); AND,

PARCEL 4: TRACT 12A (3.292 AC), BLOCK 2, YSLETA GRANT, 538 IVEY CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL), AND IMPOSING A CONDITIONS.

THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of

Parcel 1: Tract 11B (2.389 ac), Block 2, Ysleta Grant, 538 Ivey, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and,

Parcel 2: Tract 10D (2.0785 ac) and Tract 12B (3.935 ac) (6.0315 ac), Block 2, Ysleta Grant, 538 Ivey, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and,

Parcel 3: Tract 10A (0.3981 ac), Block 2, Ysleta Grant, 538 Ivey, City of El Paso, El Paso County, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and,

Parcel 4: Tract 12A (3.292 ac), Block 2, Ysleta Grant, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; be changed as listed for:

PARCEL 1: FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL);

ORDINANCE NO. 018811
18-1007-2134 | 762112_2
538 Ivey Road.
KMN

PZRZ16-00035

Page 1 of 6

PARCEL 2: FROM R-F (RANCH AND FARM) TO C-3 (COMMERCIAL); and

PARCEL 3: R-F (RANCH AND FARM) TO C-3 (COMMERCIAL), and

PARCEL 4: R-F (RANCH AND FARM) TO C-3 (COMMERCIAL) as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the proximity of the proposed commercial equipment repair facility to adjacent residential and agricultural land uses generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. *That a ten foot (10') landscaped buffer be established and maintained along any property line zoned residential or special purpose, to include the R-F (Ranch and Farm) and RMH (Residential Mobile Home) Districts.*
2. *That a 15' irrigated landscaped buffer will be established and maintained along the frontage of the property where it abuts Loop 375. High profile native evergreen trees of at least two inch (2") caliper and ten feet (10') in height shall be placed every fifteen feet (15') on center. An additional seventy feet (70') of non-irrigated open space shall be maintained behind the landscaped buffer, followed by a second 15' landscaped buffer, for a total buffer depth of 100'. The second 15' landscaped portion of the 100' buffer shall also be irrigated and maintained with high profile native evergreen trees of at least two inch (2") caliper and ten feet (10') in height placed every fifteen feet (15') on center.*
3. *That automobile (sales, service, storage, and rental) uses are prohibited on the subject property.*
4. *No outdoor storage of equipment, materials, and supplies shall be permitted within one-hundred feet (100') of Loop 375 or within twenty feet (20') of any property line that abuts residentially-zoned or special purpose zoned property, to include the R-F (Ranch and Farm) and RMH (Mobile Home Park) Districts.*

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 10th day of July, 2018.

(SIGNATURES ON THE FOLLOWING PAGE)

018811

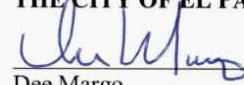
ORDINANCE NO. _____
18-1007-2134 | 762112_2
538 Ivey Road.
KMN

PZRZ16-00035

Page 2 of 6

CITY CLERK DEPT.
2018 JUL 5 PM 12:28

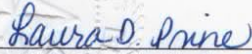
THE CITY OF EL PASO



Dee Margo
Mayor

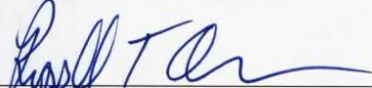


ATTEST:



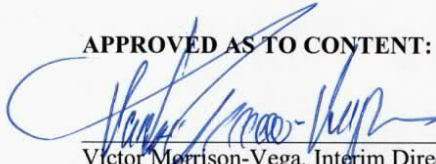
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Russel T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Victor Morrison-Vega, Interim Director
Planning & Inspections Department

(Development Agreement on the following page)

ORDINANCE NO.
18-1007-2134 | 762112_2
538 Ivey Road.
KMN

018811

PZRZ16-00035

Page 3 of 6

DEVELOPMENT AGREEMENT

By execution hereof, **Pierre Hernandez and Norma Hernandez** ("Owner"), identified in the Ordinance to which this Development Agreement is attached and more particularly describe as Exhibit "B", and 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 **C-3 (Commercial)** District located within the City of El Paso.

EXECUTED this _____ day of _____, 2018.

Owner's Name(s)

By: _____
Pierre Hernandez

Norma Hernandez

ACKNOWLEDGEMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2018,
by _____, in his legal capacity on behalf of _____.



Notary Public, State of Texas

My Commission Expires:

018811

ORDINANCE NO. _____
18-1007-2134 | 762112_2
538 Ivey Road.
KMN

PZRZ16-00035

Page 4 of 6

EXHIBIT "A"

Being all of Tracts 10A, 10D,
11B, 12A, and 12B, Block 2,
Ysleta Grant,
City of El Paso, El Paso County, Texas
December 26, 2016

METES AND BOUNDS DESCRIPTION 538 Ivey Road Exhibit "A"

FIELD NOTE DESCRIPTION of Tracts 10A, 10D, 11B, 12A, and 12B, Block 2, Ysleta Grant, 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 common boundary line of Tracts 10A and 13A, same being the southerly right-of-way line of Americas Avenue (370' R.O.W.) and being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said common boundary line and along said southerly right-of-way line of Americas Avenue, North 63°51'00" East, a distance of 182.80 feet to a found iron rod lying at the common boundary corner of Tracts 10B and 10D;

THENCE, leaving said southerly right-of-way line and along the common boundary line of Tracts 10B and 10D, South 39°24'00" East, a distance of 329.61 feet to a point;

THENCE, leaving said common boundary line of Tracts 10B and 10D, North 44°06'00" East, a distance of 431.33 feet to a found iron rod for corner at the common boundary line of Tracts 10B2A and 11B, same being the westerly right-of-way line of Juan De Herrera Lateral;

THENCE, leaving said common boundary corner and along said westerly right-of-way line of Juan De Herrera Lateral the following four courses:

- 1.) 63.26 feet along the arc of a curve to the right whose radius is 163.20 feet, whose interior angle is 22°12'34", whose chord bears South 11°43'05" East, a distance of 62.87 feet to a point;
- 2.) South 00°36'59" East, a distance of 1038.61 feet to a point;
- 3.) 146.19 feet along the arc of a curve to the left whose radius is 221.30 feet, whose interior angle is 37°51'01", whose chord bears South 19°32'29" East, a distance of 143.55 feet to a point;
- 4.) South 38°28'00" East, a distance of 76.19 feet to a point;

THENCE, leaving said westerly right-of-way line of Juan De Herrera Lateral, North 65°48'00" West, a distance of 355.23 feet to a point;

THENCE, North 35°14'00" West, a distance of 537.30 feet to a point;

THENCE, North 04°27'17" West, a distance of 76.75 feet to a point;

THENCE, North 20°02'00" West, a distance of 240.70 feet to a point;

THENCE, North 14°30'00" West, a distance of 281.25 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 526,162.96 square feet or 12.0790 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 503
El Paso, Texas 79936
(915) 633-6422
L:\M&B\2016\538 Ivey-Final.wpd



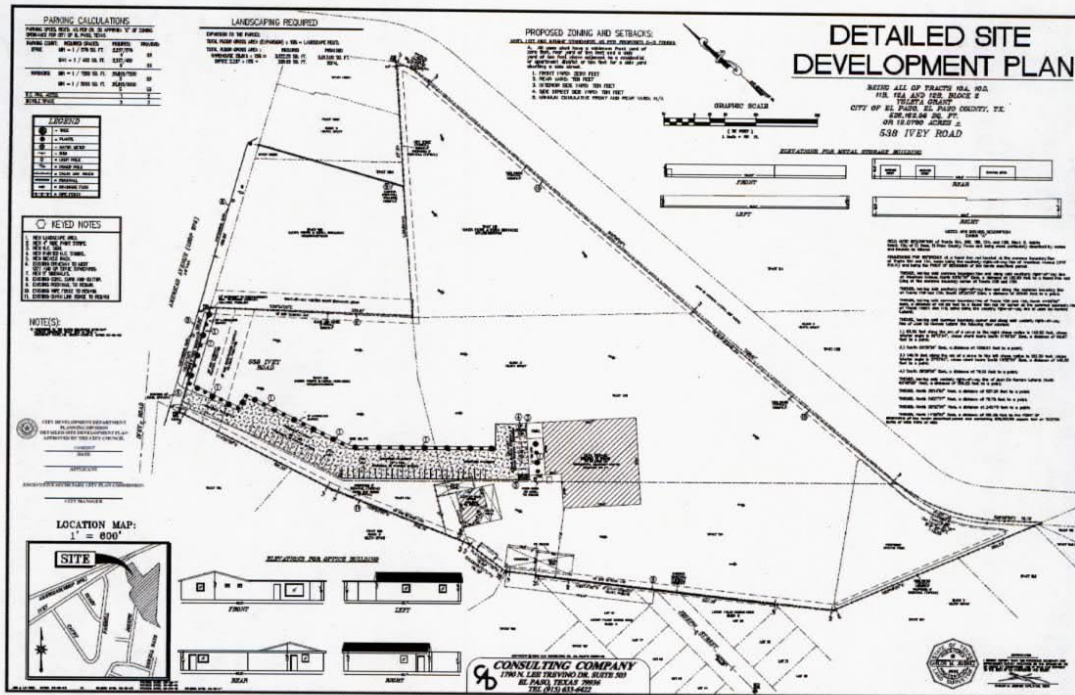
018811

ORDINANCE NO. _____
18-1007-2134 | 762112_2
538 Ivey Road.
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PZRZ16-00035

Page 5 of 6

EXHIBIT "B"



018811

ORDINANCE NO. _____
18-1007-2134 | 762112_2
538 Ivey Road.
KMN

PZRZ16-00035

Page 6 of 6

ATTACHMENT 6

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the request as the proposed condition release have been deemed necessary for appropriate development of the property and align with the intent of the policies of G-3, Post-War future land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval with conditions:

- 1) Remove "Landscape Legend" and plant quantities from plans
- 2) Occupancy use shall be R-2, not B

Note: the comments will be addressed at the time of permitting stage.

Planning and Inspections Department – Land Development

Recommend approval with conditions

1. The property is in the flood zone "AH", a preliminary and final elevation certificate will be required at the time of grading permit and complies with all FEMA requirements.
2. All storm-water runoff discharge volumes including fill/water displacement shall be retained within this subdivision's limits in compliance with the provision of (DSC PANEL 1-4C-J, 19.19.010A and DDM 11.1).
3. TXDOT review and approval are required of the proposed subdivision for drainage and access requirements. No storm water is allowed into TxDOT R.O.W.
4. Verify the existing driveway on Americas (Loop 375), if not used, it will require closing.

Note: the comments will be addressed at the time of permitting stage.

Fire Department

Recommend approval with conditions.

Turning radius for emergency vehicles, aerial access requirements and address fire related issues. Check for TXDOT requirements on Loop 375 due to emergency vehicles turning radius requirements.

Note: the comments will be addressed at the time of permitting stage.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

- No objections to Traffic Impact Analysis (TIA) report.
- No objections to site plan.

Sun Metro

No comments received.

El Paso Water

EPWater-PSB does not object to this request.

Water:

There is an existing 8-inch diameter water main that extends along Americas Ave., located approximately 7-feet north of the south right-of-way line. This main is available for service and main extension.

There is an existing 48-inch diameter water transmission main that extends within a 30-foot PSB easement parallel to Americas Ave and along the northern property line. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 8-inch diameter water main that extends along Joseph St., located approximately 15-feet west of the east right-of-way line. This main is available for service and main extension.

There is an existing 8-inch diameter water main that extends along Newell Hays St., located approximately 15-feet west of the east right-of-way line. This main is available for service and main extension.

EPWater records indicate an active ¾-inch domestic water meter serving the subject property. The service address for this meter is 538 Ivey Rd.

Previous water pressure from fire hydrant #5606, located at 444 Joseph St., has yielded a static pressure of 102 (psi), a residual pressure of 88 (psi), and a discharge of 750 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends along Joseph St., located approximately 20-feet east of the west right-of-way line. This main is available for service and main extension.

There is an existing 8-inch diameter sanitary sewer main that extends along Newell Hays St., located approximately 20-feet east of the west right-of-way line. This main is available for service and main extension.

General:

Americas Ave. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Americas Ave. right-of-way requires written permission from TxDOT.

EPWater-PSB requests that the site be graded so that sanitary sewer service may be provided by gravity.

No building, reservoir, structure, parking stalls, or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs, or any structure that will interfere with the access to the PSB easement(s). There shall be at least a 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated to public water and/or sanitary sewer facilities shall comply with EPWater-PSB Easement Policy. The PSB easement(s) shall be improved to allow the operation of EPWater-PSB maintenance vehicles. EPWater-PSB requires access to the proposed water facilities, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week. EPWater-PSB requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

El Paso County 911 District

No comments received.

Texas Department of Transportation

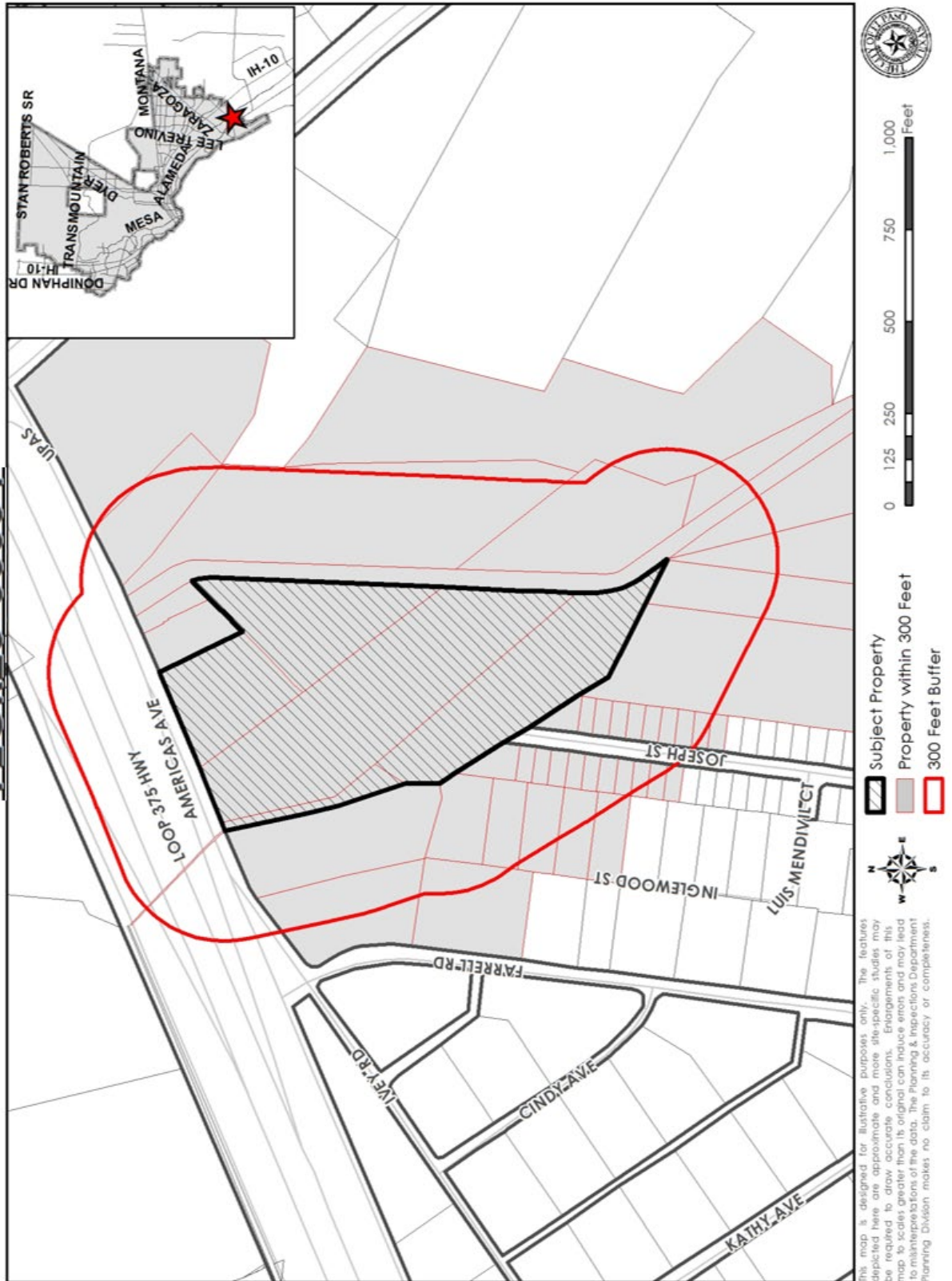
- Please add a deceleration lane
- Move proposed driveway further south to allow use of the deceleration lane.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 7

PZCR23-00004



ATTACHMENT 8

Salloum, Andrew M.

From: Salloum, Andrew M.
Sent: Wednesday, November 29, 2023 10:56 AM
To: Ben Ivey
Cc: Adrienne Ivey Schultz; David Escobar; Hamilton Peck; Jonathan Tooley; Smith, Kevin W.; Garcia, Raul; Zamora, Luis F.
Subject: RE: Hamilton Group Zoning Request

Good morning Mr. Ivey,

Thank you for your email. It will be added to the backup that will be presented to the City Plan Commission.

Cordially,
Andrew Salloum | Senior Planner
P: 915.212.1603
A: 801 Texas Ave. El Paso, TX 79901
E: SalloumAM@elpasotexas.gov
ElPasoTexas.gov | Take Our Survey

Planning & Inspections Department
City of El Paso

-----Original Message-----

From: Ben Ivey <ben@iveyoffice.com>
Sent: Wednesday, November 29, 2023 10:13 AM
To: Salloum, Andrew M. <SalloumAM@elpasotexas.gov>
Cc: Adrienne Ivey Schultz <ais419@sbcglobal.net>; David Escobar <tocmodar@gmail.com>; Hamilton Peck <hamilton@hamiltoncommercialtx.com>; Jonathan Tooley <jonathan@hamiltoncommercialtx.com>
Subject: Hamilton Group Zoning Request

[You don't often get email from ben@iveyoffice.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use Phish Alert or forward to SpamReport@elpasotexas.gov.

Mr. Salloum,

This is Ben Ivey and I am letting you know that our family is not going to oppose anything on the Hamilton Group zoning request coming up before the planning commission this Thursday. We hope that every consideration will be given to help the traffic problem that this apartment project will add to the existing problem we already have with the intersection of North Loop and Americas Ave. Also the traffic that will be impacted to Inglewood Rd.

1

I've tried for years to get TXDOT to put in a braided interchange just north of North Loop from Americas to the access road so that truck traffic from Mexico wouldn't necessarily go through the North Loop and Americas intersection. They could cross over North Loop and have an exit just after North Loop Road for that traffic that wants to go north to the industrial parks that are north of the interstate. If that could ever be accomplished it help the North Loop Intersection tremendously and be good even for the apartment project.

If there is anything else that you may need from me, just let me know.

God Bless

Ben Ivey



Legislation Text

File #: 24-259, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

Economic and International Development, Jessica Torres, (915) 212-1699

Economic and international Development, Karina Brasgalla, (915) 212-1570

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to sign a Second Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") by and between the CITY OF EL PASO ("City") and LEGATE CO TEXAS, LLC ("Applicant") for the renovation of a mixed-use building located in downtown El Paso at 201 East San Antonio Avenue, El Paso, Texas 79901. The Amendment will replace Section 3.1.(2) to provide a 6-month extension; and Section 4.A. to reduce the Construction Materials Sales Tax Rebate by ten percent (10%).

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

AGENDA DATE: February 27, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Jessica Torres, 915-212-1699
Karina Brasgalla, 915-212-1570

DISTRICT(S) AFFECTED: 8

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

SUBGOAL: Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

A Resolution authorizing the City Manager to sign a Second Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") by and between the **CITY OF EL PASO** ("City") and **LEGATE CO TEXAS, LLC** ("Applicant") for the renovation of a mixed-use building located in downtown El Paso at 201 East San Antonio Avenue, El Paso, Texas 79901. The Amendment will replace Section 3.1(2) to provide a 6-month extension; and Section 4.A to reduce the Construction Materials Sales Tax Rebate by ten percent (10%).

BACKGROUND / DISCUSSION:

On November 8, 2022, City Council approved a Chapter 380 Economic Development Program Agreement with Legate Texas, LLC. Under the terms of the Agreement, the developer will be investing \$421,046 to renovate an existing two-story building at 201 E. San Antonio. The renovation will create shell retail spaces on the first floor and five (5) apartment units on the 2nd floor. The first floor will open opportunities for jobs in various fields and offer a creative mindset for any business to be run successfully. The renovation will offer downtown living opportunities while the street level space will create jobs, generate revenue and bolster downtown activity.

This Amendment replaces Section 3.1.(2) to provide a 6-month extension for submittal of building permits; and Section 4.A. to reduce the Construction Materials Sales Tax Rebate by ten percent (10%).. There is no material change to the terms of the Agreement.

PRIOR COUNCIL ACTION:

February 28, 2023 – City Council approved the 1st Amendment that replaced Exhibit D in its entirety.
November 8, 2022 – City Council approved the original Chapter 380 Economic Development Program Agreement.

AMOUNT AND SOURCE OF FUNDING:

General Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic and International Development

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

DEPARTMENT HEAD:



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

Revised 04/09/2021

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 ("City") and LEGATE CO TEXAS, LLC ("Applicant")** for the renovation of a mixed-use building located in downtown El Paso at **201 East San Antonio Avenue, El Paso, Texas 79901**. The Amendment will extend the deadline to acquire building permits by an additional six (6) months in consideration of reducing the Construction Materials Sales Tax Rebate by ten percent (10%).

APPROVED this ____ day of _____, 2024.

CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla, Interim Director
Economic & International Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SECOND AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT**

This **Second Amendment to the Chapter 380 Economic Development Program Agreement** ("Second Amendment") for the renovation of a mixed-use property located at 201 E. San Antonio Street is made this ____ day of _____, 2024, by the **CITY OF EL PASO, TEXAS** ("hereinafter referred to as the "City"), a Texas home-rule municipal corporation and **LEGATE CO TEXAS**, a Texas limited liability company (hereinafter referred to as the "Applicant").

WHEREAS, on November 8, 2022, the City and Applicants entered into a Chapter 380 Economic Development Program Agreement (the "Original Agreement"), a copy of which is attached and labeled as Exhibit "A-1" for the renovation of a mixed-use property located at 201 E. San Antonio Street ("Agreement");

WHEREAS, the Agreement may be amended under the provisions of Section 8. A. Amendments. of the Agreement; and

WHEREAS, on March 14, 2023, the City and Applicant entered into the First Amendment of the Agreement (the "Amendment"; the Amendment and the Original Agreement, as amended from time to time, are referred to herein as the "Agreement") a copy of which is attached and labeled as Exhibit "B-1" was approved by City Council; and

WHEREAS, the parties desire to amend Section 3.A.(2) of the Agreement to provide a 6-month extension to November 8, 2023; and

WHEREAS, the parties desire to amend Section 4.A. of the Agreement to reduce the Construction Materials Sales Tax Rebate by ten percent (10%);

NOW THEREFORE, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 3.A.(2) of the Agreement be replaced:

Applicant agrees to develop and construct, at its sole cost, the Development. Applicant must obtain the building permits for the Development within twelve (12) months from the Effective Date.

2. Section 4.A. of the Agreement be replaced:

The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed \$1,894.50 in accordance with the terms and provisions of the agreement.

(Signatures begin on the following page.)

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective as of the _____ day of _____, 2024.

CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manger

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla, Interim Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Cary Westin, as Interim City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

(Signatures continue on the following page.)

APPLICANT:
LEGATE CO TEXAS, LLC,
a Texas Limited Liability Company

By: [Signature]

Name: SAM LEGATE

Title: OWNER

ACKNOWLEDGMENT

STATE OF TEXAS §

§

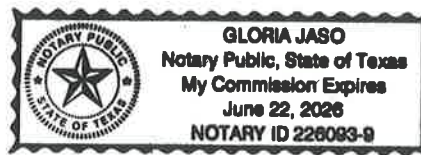
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 8th day of February, 2024,
by Sam Legate as owner of Legate Co Texas, LLC.
(Applicant).

[Signature: Gloria Jaso]
Notary Public, State of Texas

My Commission Expires:

6/22/2026



'GZJ KDK'C/3
Qtlk lpcnCi tggg gpv

STATE OF TEXAS) **CHAPTER 380 ECONOMIC DEVELOPMENT**
) **PROGRAM AGREEMENT**
COUNTY OF EL PASO) **(Transit Oriented Development)**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** (this "Agreement") is made and entered into by and between the **CITY OF EL PASO, TEXAS** (hereinafter referred to as the "City"), a Texas home rule municipal corporation, and **LEGATE CO TEXAS, a Texas Limited Liability Company** (hereinafter referred to as the "Applicant"), for the purposes and considerations stated below:

WHEREAS, the Applicant desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Chapter 380"); and

WHEREAS, on August 30, 2022, the El Paso City Council adopted the Transit Oriented Development Policy, as amended on April 2, 2019, authorizing the City to enter into Chapter 380 Agreements to encourage the growth and development of Transit Oriented Development.

WHEREAS, the City desires to provide, pursuant to Chapter 380, incentives to Applicant for the renovation of a mixed-use property located at **201 E. San Antonio St., El Paso, Texas 79901**, meeting the eligibility requirements of the Transit Oriented Development Incentive Policy with such Development being more specifically described on **Exhibit A** attached hereto (the "Development") which is within the designated incentive area as more specifically depicted on the Map attached hereto as **Exhibit B** (the "Incentive Area"); and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the public purpose of enhancing the value of the local tax base and foster and support economic growth and opportunity and to ensure new investments will market the area as a thriving place to work, live and visit, within the City of El Paso's downtown core; and

WHEREAS, the City has further determined that the Development will advance the City's revitalization strategy for the future growth and development of the downtown area, which is the economic heart of the City and directly and indirectly results in the creation of additional jobs in the City of El Paso and stimulates commercial activity in an underdeveloped area, the value of such benefits to the City outweighing the amount of Grant funds the City will provide to Applicant under this Agreement; and

WHEREAS, the Development in the manner more fully described in this Agreement will encourage increased economic development in the City of El Paso's historic downtown core, result in significant increases in the City's property tax revenues, sales tax revenues, and improve the City's ability to provide for the health, safety and welfare of the citizens of El Paso and creating an area with quality and thriving places to work, live and visit; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of El Paso and as such meets the requisites under Chapter 380 of the Texas Local Government Code and further is in the best interests of the City and Applicant.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **Agreement** means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement.
- B. **Applicant** means Legate Co Texas, a Texas Limited Liability Company.
- C. **Base Year Value** means the value of the real and personal property on the rolls as of January 1st of the year in which this Agreement is executed. However, under no circumstances shall the Base Year Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determine market value. For the purposes of this Agreement, the Base Year Value shall be **\$270,000**.
- D. **Building Construction Fee Rebate** means the one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the Development and payable from the City's general revenue fund. The Building Construction Fee Rebate shall not exceed **\$1,200** and will be rebated upon the Applicant's provision of the Grant Submittal Package to the City to demonstrate that the total construction cost for the Development is greater than the Base Year Value.
- E. **City** means the City of El Paso, Texas.
- F. **Comprehensive Plan** means the City of El Paso's Comprehensive Plan entitled "Plan El Paso" adopted by the El Paso City Council on March 6, 2012.
- G. **Construction Materials Sales Tax Rebate** means a 100% rebate of the City's one percent (1%) Sales and Use Tax Receipts for materials and labor of Taxable Items used in the construction of the Development. For the purposes of this Agreement, this rebate amount shall not exceed **\$2,105**.
- H. **Development** means new construction or rehabilitation of commercial properties or multi-family development within the incentive area that utilize design guidelines described in the Comprehensive Plan and meet the eligibility criteria of the Transit Oriented Development Incentive Policy incorporated herein for all purposes, with the Development being more

specifically described by **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

- I. **Effective Date** means the date upon which both parties have fully executed this Agreement as set forth on the signature page hereof.
- J. **Event of Default** has the meaning set forth in Section 5 of this Agreement.
- K. **Event of Non-appropriation** means the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the City to pay the Grant payments from lawfully available funds.
- L. **Grant** means each annual payment to Applicant under the terms of this Agreement computed as the sum of the following rebates/incentives as applicable: (i) Property Tax Rebate; (ii) Construction Materials Sales Tax Rebate; and (iii) Building Construction Fee Rebate. The aggregate amount of grant payments shall not exceed **\$32,944**.
- M. **Grant Submittal Package** means the documentation required to be supplied to City on a yearly basis as a condition of receipt of any Grant, with such documentation more fully described in **Exhibit C**, which is attached hereto and incorporated herein for all purposes.
- N. **Minimum Appraisal Value** mean the value of the real and personal property and improvement of the Development during and after the construction of the Development below which Applicant and its Affiliate(s) may not protest nor contest the appraised value of the Development with the El Paso Central Appraisal District during the term of this Agreement. Thereafter, under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determining market value. This value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, nor the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development. Non-compliance under this Section will be considered an Event of Default and subject to the provisions under Sections 5 and 6. For the purposes of this Agreement, the Minimum Appraisal Value is **\$480,523**.
- O. **Minimum Investment** mean those costs incurred by Applicant or third parties in the construction, or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment amount will be **\$421,046**.
- Q. **Property** means approximately **0.07 acres** of real property located at **201 E. San Antonio Street**, in El Paso, Texas, more specifically described on **Exhibit A**.
- R. **Property Tax Rebate** means a rebate, according to the property tax rebate schedule found in **Exhibit D**, of the City's portion of the incremental ad valorem property tax revenue generated by the Property above the Base Year Value. The base year used for the calculation of

incentives will be the year of contract execution. For purposes of this Agreement, the total amount of Property Tax Rebate payments shall not exceed **\$29,639**.

S. **[INTENTIONALLY DELETED]**

T. **State Comptroller** mean the office of the Texas Comptroller of Public Accounts.

SECTION 2. TERM AND GRANT PERIOD.

The term of this Agreement shall commence on the Effective Date (as hereinafter defined) and shall terminate on the first to occur: (i) the date when the Grant is fully paid; (ii) Seventeen (17) years from the Effective Date, (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein or (iv) termination by mutual consent of the parties in writing. The Effective Date of this Agreement shall be the date upon which both parties have fully executed this Agreement. However, Applicant's eligibility for annual Grant payments shall be limited to Fifteen (15) consecutive years for Development (the "Grant Period") within the term of this Agreement and subject to the individual provisions regulating the individual rebates/incentives. The Grant Period shall begin with the first year being the first tax year that begins after the issuance of the Certificate of Occupancy for the Development. The City shall review Applicant's eligibility for Grant Payments on an annual basis during the Grant Period.

SECTION 3. OBLIGATIONS OF APPLICANT.

In consideration of City agreeing to pay the Grant in accordance with the terms, provisions and conditions of this Agreement, Applicant agrees to the following terms and conditions that must be fulfilled in order to receive the Grant:

A. DEVELOPMENT.

(1) Applicant agrees that the rehabilitation Development is a private commercial or multi-family use property that includes investment in construction located in the Incentive Area depicted on **Exhibit B** attached hereto.

(2) Applicant agrees to develop and construct, at its sole cost, the Development. Applicant must obtain the building permits for the Development within six (6) months from the Effective Date.

(3) Applicant agrees that it shall meet the design guidelines outlined in the City's Transit Oriented Development Policy.

(4) Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by El Paso City Council.

(5) Applicant shall diligently pursue the completion of the Development in accordance with all applicable federal, state and local laws and regulations.

(6) Applicant agrees expend or cause to be expended, at its sole cost and expense Minimum Investment of **\$421,046** for redevelopment/rehabilitation of the Development.

(7) Within twenty-four (24) months of the Effective Date of this Agreement, Applicant shall submit documentation to the City to verify the Minimum Investment associated with the completion of the Development to include Certificates of Occupancy.

(8) Applicant shall pay by January 31 of each year all of the real and business personal ad valorem taxes due for the previous tax year on the Development and any other property within the City of El Paso. Applicant must demonstrate that it has incurred no delinquent taxes by providing certified city tax certificates for each parcel of property owned in the City of El Paso. Applicant shall have the right to contest the appraised value of the Development as provided by law. However, Applicant covenants and agrees that during the term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the Central Appraisal District at Minimum Appraisal Value or lower.

(9) Applicant shall allow the City and its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, during normal business hours, at its principal place of business in the City of El Paso, Texas, , that are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit purposes, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

(10) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov.

B. AMOUNT OF GRANT.

The total amount of the Grant payable by the City under this Agreement if any, shall not exceed the aggregate amount of **\$32,944**.

C. DISBURSEMENT OF GRANT.

(1) During the term of this Agreement and beginning as of the commencement of the Grant Period and ending Fifteen (15) years thereafter, or at termination, whichever comes first, and subject to the conditions contained in this Agreement, Applicant shall be eligible to receive on a yearly basis the Grant payment.

(2) Applicant's eligibility for any Grant payment is expressly contingent upon Applicant's satisfaction of the requirements of Section 3 of this Agreement. Under no circumstance shall the City be required to disburse more than **\$32,944** as the total amount of the Grant nor shall Applicant be entitled to receive the Grant unless it satisfies all the requirements of this Agreement. Applicant agrees to provide the City with any

documentation the City may reasonably require or request to substantiate the Applicant's compliance with this Agreement.

(3) In order to receive the disbursement of the Grant, Applicant must submit a Grant Submittal Package, as specified in Section 3(D) below.

D. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

(1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in **Exhibit C**, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on **October 11, 2025**, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after the **11th day of October** of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year

(2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.

(3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF CITY.

During the term of this Agreement and so long as an event of default has not occurred (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), City shall comply with the following terms and conditions:

- A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed **\$2,105.00** in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Building Construction Fee Rebate not to exceed **\$1,200** in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Property Tax Rebate not to exceed **\$29,639** in accordance with the terms and provisions of this Agreement.

- D. [INTENTIONALLY DELETED].
- E. The City will process any eligible Grant payment within ninety (90) days after receipt of the Applicant's annual Grant Submittal Package. The City agrees to process any Grant Payments to Applicant within ninety (90) days after its approval of the Applicant's Grant Submittal Package.
- F. The City shall determine the total amount of Grant payments due to the Applicant, if any, on an annual basis. Provided the Applicant satisfies all the requirements of this Agreement, Applicant shall be eligible for the annual Grant payment.

SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- A. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure same within thirty (30) days after written notice from the City describing the violation shall be deemed an event of default. If such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, and Applicant fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall also be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation or statement within ten (10) days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an event of default. In the event this Agreement is terminated pursuant to this Section, all Grant Payments previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within sixty (60) days from the date of such termination.
- B. **Insolvency.** The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.
- C. **Construction of Development.** Applicant's failure to comply with its construction obligations set forth in this Agreement and as detailed in **Exhibit A** and Applicant's failure to cure same within thirty (30) days after written notice from the City shall be deemed an event of default. If such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence but Applicant fails or refuses to commence such cure within such

thirty (30) day period or fails or refuses to continuously thereafter diligently prosecute such cure, except to the extent such failure is caused by any act or failure to act on the part of the CITY, such actions or omissions shall be deemed events of default.

- D. **Property Taxes.** Prior to the receipt of any reimbursement grant payments under this incentive program, the Applicant must demonstrate that it has incurred no delinquency taxes by providing certified city tax certificates for each parcel of property owned in the City of El Paso. Applicants who are exempt from payment of ad valorem property taxes on the subject property are deemed ineligible to participate in this incentive program

In the event Applicant allows any property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (30) days after written notice thereof from the City and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development provided however, the Applicant agrees that it will not contest or allow any party to contest on its behalf a value at or less than Minimum Appraisal Value. Applicant's failure to comply with this prohibition against maintaining the minimum tax value shall constitute an event of default and may result in a termination of this Agreement.

- E. **Other Defaults.** Failure of Applicant or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, and Applicant or City fails to cure such failure within thirty (30) days after written notice from the other party describing such failure shall be deemed an event of default. If such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, but if Applicant or City also fails or refuses to commence such cure within such thirty (30) day period or fails or refuses to continuously thereafter diligently prosecute the cure of such failure, such act or omission shall be deemed an event of default.
- F. **Failure to Cure.** If any event of default by Applicant shall occur, and after Applicant fails to cure same in accordance herewith, then this Agreement is terminated without any further action required of the City and the City's obligations end at that time. If a default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 5 of this Agreement and provided that the cure period for such default has expired, all Grant Payments previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within sixty (60) days from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT OF APPLICANT.

The City may terminate this Agreement for its convenience and without the requirement of an event of default by Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Assignment of Applicant's Rights.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any change in control of Developer constitutes an assignment for purposes of this Agreement. Any such attempt to sell, transfer, assign or convey without the City's prior written consent shall result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- D. **Applicant's Sale or Transfer of the Development.** Thirty days prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of such sale or transfer within the applicable period shall constitute an event of default.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- F. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act,

Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.

- G. **Completion of Development.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- I. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- J. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil disturbance, acts of God, inclement weather, fire or other casualty, natural disaster, strike, lockout, national or regional emergency, or other similar events beyond the control of the delayed part, that is not the result of negligence or intentional act or misconduct, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- K. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in

connection with the Development or the design, construction, or operation of the Development, or any portion thereof.

- L. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when (i) actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below; (ii) sent via electronic transmission to the email addresses set forth below; or (iii) when delivered by hand-delivery. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required Grant Submittal Packages and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov.**

City: City of El Paso
City Manager
PO Box 1890
El Paso, TX 79950-1890

Copy To: City of El Paso
Economic and International Development
PO Box 1890
El Paso, TX 79950-1890
Email: EDcompliance@elpasotexas.gov

Applicant: Sam J. Legate
Legate Co. Texas LLC
~~109 N. Oregon 12th Floor~~ 420 E-San Antonio Ave. 2nd Floor
El Paso, TX 79901
Email: Samlegate@scherrlegate.com

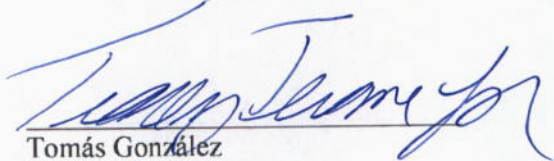
- M. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.
- N. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- O. **Governmental Functions.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.

- P. **Compliance with the Law.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- Q. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

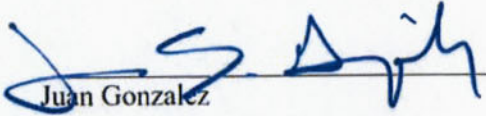
[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on this 8th day of November, 2022.


CITY OF EL PASO:


Tomás González
City Manager

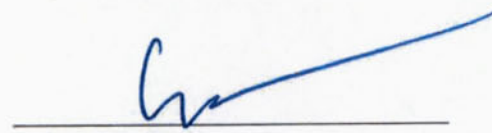
APPROVED AS TO FORM:


Juan Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


Elizabeth Triggs, Director
Economic & International Development

Applicant:
Legate Co Texas, LLC


Sam J. Legate
Managing Member

[Acknowledgments begin on the following page]

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 10 day of November, 2022
by **Tomás González**, as **City Manager of the City of El Paso, Texas (City)**.

*Tracy Jerome
for*

Angel Rocha
Notary Public, State of Texas



My Commission Expires:
06-01-2026

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 25th day of October, 2022
by **Sam J. Legate** as **Managing Member of Legate Co Texas, LLC (Applicant)**.

Gloria Jaso
Notary Public, State of Texas

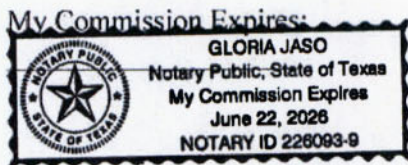


EXHIBIT A

[Legal Description / Narrative of Development]

Legal Description: 5-1/2 MILLS 40 FT ON OREGON X 61.667 FT ON SAN ANTONIO X 66 FT ON TEXAS

Physical Address: 201 E. San Antonio Ave. El Paso, Texas 79901



Narrative of Development:

Owner to renovate an existing 2 story building in Downtown El Paso. Renovation will create vanilla shell retail spaces on the first floor and seven (7) apartment units on the 2nd floor. The first floor will open opportunities for jobs in various fields and offer a creative mindset for any business to be run successfully. The renovation will offer downtown living opportunities while the street level space will create jobs, generate revenue and bolster downtown activity

EXHIBIT B
[Streetcar Corridor Incentive Area]

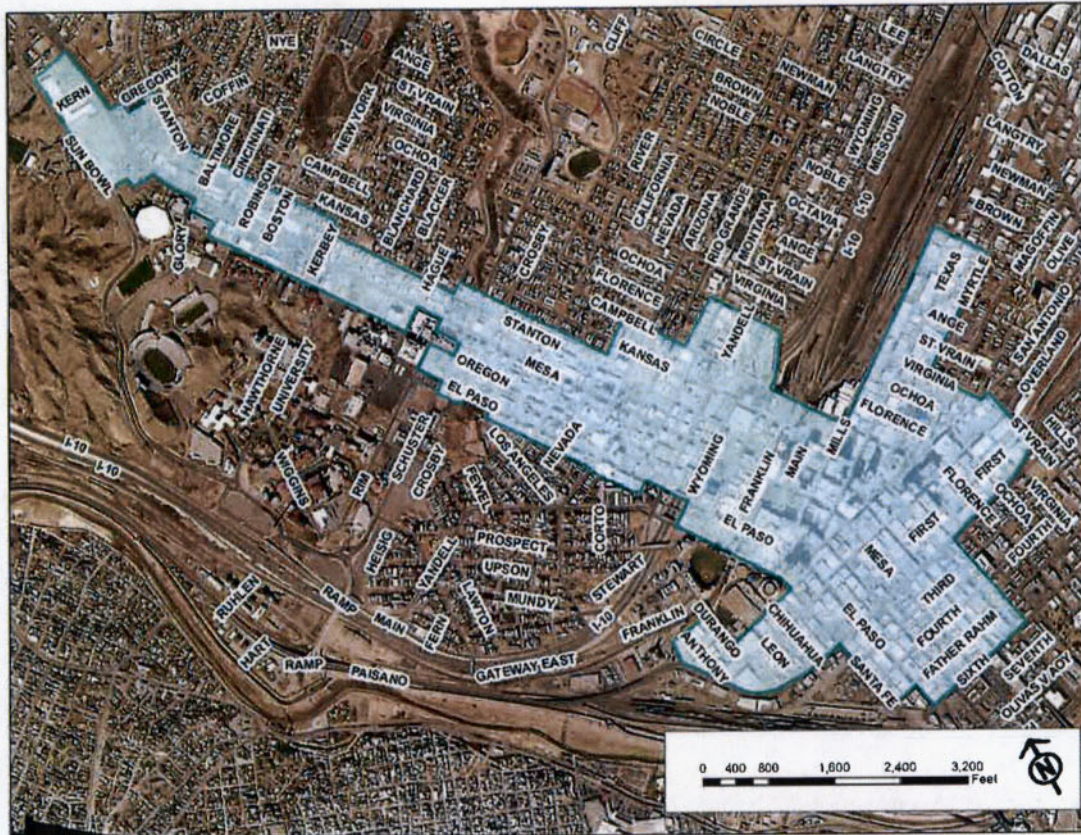


EXHIBIT C

Grant Submittal Package Form

_____(the Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on _____ (date). Pursuant to the Agreement, the Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

As required by the Agreement, the following information is submitted.

1. Documentation (i.e. including; but not limited to, bank statements, invoices, copies of checks, receipts) evidencing proof of payment by Applicant of at least a minimum aggregate of **\$421,046.00** in Qualified Expenditures associated with the Development, as those terms are defined in the Agreement.
2. Copies of all required permits and approvals obtained by Applicant or on Applicant's behalf for construction of improvements in the Development.
3. Property Tax Payment Receipt(s) of payment for tax year _____.

It is understood by the Applicant that the City of El Paso has up to 90 days to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) the Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

Signature: _____

EXHIBIT D

Tax Rebate Schedule

Retail Sales and Use Tax Rebate Schedule				
Year 1	Year 2	Year 3	Year 4	Year 5
100%	75%	50%	25%	25%

GZJ DKW'D/3
'Co gpf o gpv

THE STATE OF TEXAS) AMENDMENT
) TO CHAPTER 380 ECONOMIC
COUNTY OF EL PASO) DEVELOPMENT PROGRAM AGREEMENT

This Amendment to that certain Chapter 380 Economic Development Program Agreement for the renovation of a mixed-use property located at 201 E. San Antonio Street is made this 14th day of MARCH, 2023, by and between the City of El Paso, a Municipal Corporation organized and existing under the laws of the State of Texas (the "City"), and LEGATE CO TEXAS a Texas limited liability company ("Applicant").

WHEREAS, on November 8, 2022, the City and Applicants entered into a Chapter 380 Economic Development Program Agreement for the renovation of a mixed-use property located at 201 E. San Antonio Street ("Agreement");

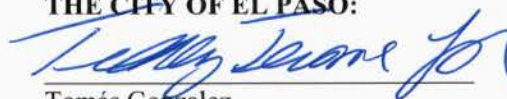
WHEREAS, the Agreement may be amended under the provisions of Section 8. A. Amendments. of the Agreement;

WHEREAS, the parties desire to amend the Agreement to correct Exhibit D t reflect the appropriate tax rebate schedule;

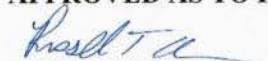
NOW THEREFORE, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. EXHIBIT D** of the Agreement be replaced in its entirety by Attachment A to this Amendment.

CITY
THE CITY OF EL PASO:

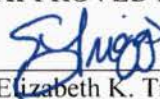

Tomás Gonzalez
City Manger

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic & International Development

APPLICANT

LEGATE CO TEXAS, LLC:

a Texas Limited Liability Company

[NAME]

[SIGNATORY CAPACITY]

EXHIBIT D

Property Tax Rebate Schedule

New Construction and Rehabilitation - For Mixed-Use Including Residential Component Incremental Property Tax Rebate Table														
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
100%	100%	100%	100%	90%	90%	90%	75%	75%	75%	75%	75%	75%	75%	75%



Legislation Text

File #: 24-288, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Economic and International Development, Mirella Craigo, (915) 212-1617

Economic and International Development, Karina Brasgalla, (915) 212-1570

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the CITY OF EL PASO (the "CITY"), and the PASO DEL NORTE COMMUNITY FOUNDATION (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate the Business One Stop Shop (BOSS) Program (the "Program") to provide comprehensive support to small and micro-business owners, entrepreneurs, and provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the BOSS Program for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

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

AGENDA DATE:

February 27, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Mirella Craigo, 915-212-1617
Karina Braggalla, 915-212-1570

DISTRICT(S) AFFECTED:

All

STRATEGIC GOAL:

1. Cultivate an Environment Conducive to
Strong, Economic Development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

A Resolution authorizing the City Manager to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the CITY OF EL PASO (the "CITY"), and the PASO DEL NORTE COMMUNITY FOUNDATION (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate the Business One Stop Shop (BOSS) Program (the "Program") to provide comprehensive support to small and micro-business owners, entrepreneurs, and provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the BOSS Program for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

BACKGROUND / DISCUSSION:

The American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion stimulus bill passed by the US Congress and signed by President Joe Biden in March of 2021. The bill was a response to the COVID-19 Pandemic and sought to speed the United States' recovery by addressing both the health and economic impacts of the pandemic. The City of El Paso received \$154,365,135 from the ARPA bill and on May 14, 2022, City Council approved the allocation of \$14M to small business recovery and relief.

The Paso del Norte Community Foundation (PDNCF), governed by a dedicated 14-member volunteer board of directors, is a 501(c)(3) nonprofit organization. Their commitment lies in advancing the philanthropic objectives of individuals, families, corporations, foundations, and nonprofit entities. With a vision firmly rooted in our mission and values, they strive to enhance the well-being of the Paso del Norte region. Their focus areas encompass improvements in health, education, social services, economic development, and overall quality of life.

This MOU will serve to identify the roles and responsibilities that the PDNCF has as a fiscal agent to facilitate the receipt of grants and donations from outside entities for the Business One Stop Shop Program (BOSS). The BOSS is intended to reshape community perspectives on business development and support businesses of all sizes for growth and sustainability. The Foundation will have the right to transfer funds up to 1% from the restricted fund to its general fund covering administrative fees and other necessary expenses in accordance with the annual budget submitted by the City, ensuring the effective administration of the BOSS Program.

PRIOR COUNCIL ACTION:

On May 14, 2022, City Council approved the allocation of \$14M to small business recovery and relief.

Revised 04/09/2021

AMOUNT AND SOURCE OF FUNDING:
Grant Funded

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic and International Development
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: 

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

RESOLUTION

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

That the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the **CITY OF EL PASO** (the "CITY"), and the **PASO DEL NORTE COMMUNITY FOUNDATION** (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate the Business One Stop Shop (BOSS) Program (the "Program") to provide comprehensive support to small and micro-business owners, entrepreneurs, and provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the BOSS Program for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

APPROVED by the City Council of El Paso on this _____ day of _____
2024.


THE CITY OF EL PASO, TEXAS:

Oscar Lesser
Mayor


ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:


Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:


Karina Brasgalla, Interim Director
Economic and International Development

AGREEMENT REGARDING MUTUAL COOPERATION

THIS AGREEMENT REGARDING MUTUAL COOPERATION (this "Agreement") is entered into on ____ day of _____, 2024 (the "Effective Date") by and between the CITY OF EL PASO, a home rule municipality (the "City"), and **PASO DEL NORTE COMMUNITY FOUNDATION** (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties").

WHEREAS, to strategically continue the support of the Entrepreneurial Support Organization (ESO) Networks collective impact within the community, it is essential to design a comprehensive strategy that leverages the impact of the funds that were received from the American Rescue Plan Act 2021 (ARPA).

WHEREAS, the City has established the Business One-Stop Shop (BOSS) Program ("the Program") aimed at providing comprehensive support to small and micro-business owners, entrepreneurs, and foreign direct investors in partnership with a coalition of twenty (20) Program Partners. The Program is designed to catalyze access to business services and financing in El Paso County, transform community-wide perceptions on business creation, retention and expansion, and support businesses of all sizes to make better-informed decisions on growth and sustainability;

WHEREAS, the Program sustainability strategy includes diversifying funding sources through private foundations and corporate sponsorships, introducing fee-based services for specialized offerings, investing in grant writing and fundraising efforts, seeking partnership and sponsorship opportunities, advocating for continued City and County support, conducting program evaluation and reporting, exploring revenue-sharing agreements, and fostering community engagement and support;

WHEREAS, the City desires to partner with the PDNCF in furtherance of the Program;

WHEREAS, the PDNCF is a non-profit 501(c)(3) organization established to support the philanthropic goals of individuals, families, corporations, foundations and nonprofit organizations to improve health, education, social services, economic development and quality of life in the Paso del Norte region;

WHEREAS, in order to better accomplish the goals listed above, it will be beneficial for the Parties to outline their goals and objectives as described herein.

NOW, THEREFORE, the City and the PDNCF agree as follows:

1. **Initial Term and Automatic Renewals.** Unless terminated sooner as provided in this Agreement, the term of this Agreement shall be for a period five (5) years from the Effective Date (the "Term") and shall automatically renew for successive additional one (1) year periods

unless either party provides written notice to the other of their decision not to renew at least sixty (60) days prior to the expiration of any Term.

2. **Agreements by the PDNCF.** Until the expiration of the Term of this Agreement or the earlier termination of thereof, the PDNCF hereby agrees to use commercially reasonable efforts to:

- a. Establish the BOSS Program Fund ("the Fund"), a restricted 501(c)(3) fund in the PDNCF, to receive gifts, grants, contributions and other revenue and incur liabilities to support the purposes of the Program.
- b. Have the right to transfer funds from the restricted fund to the PDNCF's general fund for administrative fees, not to exceed 1%, necessary for the proper administration of the Program, all in accordance with an annual budget submitted by the City.
- c. Understand that, in interfacing with the City, any agreements PDNCF may enter into in furtherance of providing on-going financial support to the Program; may be subject to the City requesting assistance to assure financial transparency and disclosure in order to address accounting and audit concerns as may arise.

Notwithstanding any of the foregoing to the contrary, in no event shall the PDNCF be required to take any action or refrain from taking any action that may, in the PDNCF's sole discretion, cause the PDNCF to be in violation of applicable Internal Revenue Code rules or regulations or other applicable law.

3. **Agreements of the City and the PDNCF.** Until the expiration of the Term of this Agreement or the earlier termination thereof, the City agrees to use commercially reasonable efforts to:

- a. Allow the PDNCF to use any creative design, logos, photography or other intellectual property and business or branding, which may be owned by the City, BOSS, Economic Development or its agents or assignees for purposes of continuity and association between the City, the PDNCF and the Program.
- b. The City may not spend or otherwise obligate the PDNCF to pay for an amount or amounts exceeding the balance in Fund.
- c. The Parties agree that all money and the fair market value of all property in the Fund, and all income derived therefrom, shall be reported as belonging to the PDNCF, on the PDNCF's financial statements, and tax returns. It is the intent of the Parties that this Agreement be interpreted to grant the PDNCF with variance power and enable the PDNCF to treat the Fund as the PDNCF's asset in accordance with Accounting Standards Codification (ASC) paragraphs ASC

958-605-25-25 and -26, formerly expressed in Statement No. 136 issued by the Financial Accounting Standards Board (FASB).

- d. Unless otherwise agreed in writing, any tangible or intangible property, including intellectual property, such as copyrights, obtained from third parties or created in connection with the Program shall be the property of the City, held for the charitable purposes of the Program.

4. **Recognition of Joint Efforts.** During the term of this Agreement, the City and the PDNCF agree to acknowledge the joint efforts of each other during presentations to third parties. Additionally, for all projects wherein the City and the PDNCF are working together under this Agreement, printed and online materials shall contain a reference to such relationship with language such as "presented jointly by the City and the PDNCF" or such other language as the parties may reasonably agree to in writing.

5. **Termination and Amendments.**

- a. Either Party may terminate this Agreement at any time upon thirty (30) calendar days' advance written notice to the other Party.
- b. Unless the Agreement is terminated sooner as provided above, or the Parties amend the Agreement in advance of termination, this Agreement will renew automatically upon the expiration of the Term for successive additional one (1) year periods unless either party provides written notice to the other of their decision not to renew at least sixty (60) days prior to the expiration of any Term.
- c. This Agreement may be amended or extended by the written authority of the City Manager.

6. **Disputes and Cure Rights.** The PDNCF and the City agree to use good faith efforts to resolve any breaches of this Agreement or any disputes regarding the subject matter and transactions contemplated by this Agreement through mediation or other non-binding alternate dispute resolution processes before exercising the termination rights set forth in Section 5 so long as the City is not required to incur any financial obligation for participation in mediation or other non-binding alternate dispute resolution processes. If the Parties' good faith efforts to resolve any breaches of this Agreement or any disputes regarding the subject matter and transactions contemplated by this Agreement through mediation or other non-binding alternate dispute resolution processes shall be unsuccessful after a period of thirty (30) days, the Parties agree that the sole remedy therefor shall be to exercise the termination rights set forth in Section 5.

7. **Notices.** With respect to any notice required or permitted to be given in connection with Agreement (a "Notice"), such Notice shall be deemed received three (3) days after deposit of such Notice in the United States Certified Mail, return receipt requested, postage pre-paid, or on the day of delivery, when delivered personally, to the addresses and parties provided below:

To the City: The City of El Paso
Attn: City Manager
300 N. Campbell
El Paso, Texas 79901

With Copy to: Economic and International Development Department
Attn: Director
123 W. Mills Ave. Suite 111
El Paso, Texas 79901

PDNCF: Paseo del Norte Community Foundation
Attn: CEO
221 N. Kansas Street, Suite 1900
El Paso, Texas 79901

8. **Modification of this Agreement.** This Agreement may be modified only by written agreement by the Parties.

9. **Assignment.** The Parties may not assign any obligations or rights under this Agreement without the express written consent of the other Party.

10. **No Joint Enterprise.** This Agreement does not create any joint enterprise between the Parties.

11. **Independent Contractors.** The City and the PDNCF are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the PDNCF nor any of their respective agents or employees has control or the right to control the activities of the other Party in carrying out the terms of this Agreement. Both Parties agree that neither Party has, nor will attempt to assert, authority to make commitments for or to bind the other Party to any obligation other than the obligations described in this Agreement.

12. **Headings.** The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.

13. **Expenditures.** Each Party to this Agreement is responsible for the costs associated with such Party's exercise of any rights or performance of any duties under this Agreement.

14. **Texas Public Information Act.** City is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that City shall only be obligated to perform its duties under this Agreement

in compliance with the Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Public Information Act, City shall be relieved of said duties without penalty or further liability. In the event that City receives a request, pertaining to this Agreement or information resulting from this Agreement, under the Public Information Act for Confidential Information it shall immediately notify PDNCF and confer on whether disclosure should be opposed. It is expressly agreed that City may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. PDNCF may be asked to support such requests for determination by the Attorney General. It is further agreed that City, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that City, its officers and employees shall have no liability to PDNCF for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require City or PDNCF to violate the terms of the Public Information Act.

15. **Governmental Function.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.

16. **Complete Agreement.** This Agreement constitutes and expresses the entire agreement between the Parties hereto in reference to the services and agreements herein described.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be constitute one and the same agreement. Delivery of an executed counterpart to this Agreement by Portable Document Format (.pdf file) attachment through electronic mail or other electronic means shall be effective as an original.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

19. **Severability.** If a court of competent jurisdiction finds any term of this Agreement to be illegal, invalid, or unenforceable, such term shall be excluded to the extent of such illegality, invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term shall be deemed replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____ 2024.

THE CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla, Interim Director
Economic and International Development

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Cary Westin, as Interim City Manager of the City of El Paso, Texas.

Notary Public, State of Texas My commission expires: I I

[Signatures continue on the following page]

PASO DEL NORTE COMMUNITY FOUNDATION:

By: Tracy J. Yellen

Name: Tracy J. Yellen

Title: CEO

ACKNOWLEDGMENT

STATE OF §

COUNTY OF §

This instrument was acknowledged before me on the 7th day of February, 2024, by Jocelynn Mireles as Notary of the Paso Del Norte Community Foundation.

Jocelynn Mireles
Notary Public, State of

My Commission Expires:

12-12-27





Legislation Text

File #: 24-258, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

Economic and International Development, David Torres, (915) 212-0094

Economic and International Development, Karina Brasgalla, (915) 212-1570

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and ML REAL PROPERTY, LLC ("Applicant") in support of an infill development project located at 1519 and 1525 Golden Hill Terrace, El Paso, Texas 79902. The Agreement requires the Applicant to make a minimum investment of \$2,000,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$104,912.10 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

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

AGENDA DATE: February 27, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: David Torres, 915-212-0094
Karina Brasgalla, 915-212-1570

DISTRICT(S) AFFECTED: 8

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

SUBGOAL: Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

A Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between **CITY OF EL PASO** ("City") and **ML REAL PROPERTY, LLC** ("Applicant") in support of an infill development project located at 1519 and 1525 Golden Hill Terrace., El Paso, Texas 79902. The Agreement requires the Applicant to make a minimum investment of \$2,000,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$104,912.10 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

BACKGROUND / DISCUSSION:

ML Real Property, LLC applied and qualified for a 10-year Infill redevelopment incentive grant. The Applicant is proposing to invest a minimum of \$2,000,000 to construct development that will include a multi-family housing unit located in El Paso's downtown district. The project will increase the tax value of the property and greatly enhance the aesthetic value of the area. Upon satisfying all contract metrics, the Applicant will be eligible to receive the following incentive:

- Property Tax Rebate (City's Portion): The City's portion of ad valorem incremental property taxes. 10-year grant period. Capped at \$82,672.10
- Construction Materials Sales Tax Rebate- A one-time rebate of the City's Portion (1%) of Sales Taxes levied on project-related construction materials. Capped at \$12,240.00
- Building Construction Fee Rebate: A one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the project. Capped at \$10,000.00

The total proposed incentive is not to exceed \$104,912.10.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

General Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic and International Development

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

DEPARTMENT HEAD:



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

Revised 04/09/2021

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between **CITY OF EL PASO** ("City") and **ML REAL PROPERTY, LLC** ("Applicant") in support of an infill development project located at 1519 and 1525 Golden Hill Terrace, El Paso, Texas 79902. The Agreement requires the Applicant to make a minimum investment of \$2,000,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$104,912.10 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

APPROVED THIS _____ DAY OF _____ 2024.

CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Interim Director
Economic & International Development

purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is Fifty-Five Thousand Nine Hundred and 00/100 Dollars (\$55,900.00).

- C. **“Construction Materials Sales Tax Rebate”** means a one-time one hundred percent (100%) rebate of the City’s one percent (1%) Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed Twelve Thousand Two Hundred Forty and 00/100 Dollars (\$12,240.00).
- D. **“Development”** means new construction on a vacant lot or renovation of an existing vacant or blighted building(s) to be used for any of the following land uses: office, retail, restaurant, multifamily residential facilities, commercial and industrial within the City of El Paso, as authorized by the existing local law. The Development is described in Exhibit B, which is attached and incorporated for all purposes.
- E. **“Building Construction Fee Rebate”** means the one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the Project and payable from the City’s general revenue fund. The Building Construction Fee Rebate shall not exceed Ten Thousand and 00/100 Dollars (\$10,000.00) and will be rebated upon the Applicant’s provision of the Grant Submittal Package to the City to demonstrate that the total construction cost for the Project is greater than the Base Year Value.
- F. **“Effective Date”** means the date the El Paso City Council approves the Agreement.
- G. **“Grant”** The word ‘Grant’ means each annual payment to APPLICANT under the terms of this Agreement computed as the sum of the applicable rebates: (i) Construction Materials Sales Tax Rebate; (ii) Building Construction Permit Fee Rebates; and (iii) Property Tax Rebate. For the purposes of this Agreement, the aggregate Grant payments will not exceed One Hundred Four Thousand Nine Hundred Twelve and 10/100 Dollars (\$104,912.10).
- H. **“Grant Submittal Package”** means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as Exhibit C to this Agreement.
- I. **“Minimum Appraisal Value”** means the valuation of the Real Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is One Million Two Hundred Twenty-Four Thousand and 00/100 Dollars (\$1,224,000.00). Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- J. **“Minimum Investment”** means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment to qualify for the Grant is Two Million and 00/100 Dollars (\$2,000,000.00).

- K. **“Property Tax Rebate”** means a rebate, according to the Incremental Real Property Tax Rebate Table found in Exhibit D of this Agreement, of the City’s portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Real Property Tax Rebate amount shall not exceed Eighty-Two Thousand Six Hundred Seventy-Two and 10/100 Dollars (**\$82,672.10**).
- L. **“Qualified Expenditures”** means the monetary expenditures paid or caused to be paid by the Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.
- M. **“Real Property”** means the real property owned by the Applicant located at **1519 and 1525 Golden Hill Terrace, El Paso, Texas 79902**, and described on Exhibit A, which is attached and incorporated by reference. The Real Property is the location for the Applicant’s proposed Development.
- N. **“Vacant Building”** means a building that is sixty percent (**60%**) or more unoccupied and is registered as a vacant building with the City, pursuant to Title 18, Chapter 18.40, El Paso City Code.

SECTION 2. TERM AND GRANT PERIOD.

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) thirteen (**13**) years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing (“Term”).
- B. The Applicant’s eligibility for Grant payments shall be limited to ten (**10**) consecutive years within the Term of this Agreement (the “Grant Period”). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) The Applicant represents that the Development complies with, and adheres to, the provisions and requirements of the City’s Infill Policy and is located within the eligible incentive areas identified within the Infill Policy.
- (2) The Applicant shall renovate or construct, at its sole cost and expense, the Development, and shall expend a minimum of Two Million and 00/100 Dollars **\$2,000,000.00** in Qualified Expenditures to construct the Development.

(3) The Applicant shall obtain all building permits for the Project within six (6) months from the Effective Date of this Agreement.

(4) Within twenty-four (24) months after the Effective Date, the Applicant shall submit documentation to the City to verify the following:

(a) The expenditure of a minimum of Two Million and 00/100 Dollars (\$2,000,000.00) in Qualified Expenditures; and

(b) That the Applicant has received a **Certificate of Occupancy** for the Development.

(5) The Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by El Paso City Council.

(6) The Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.

(7) The Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.

(8) The Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.

(9) The Applicant shall demonstrate, before the receipts of any Grant payments, that the Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.

(10) The Applicant agrees that during the Term of this Agreement it shall not challenge nor permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of One Million Two Hundred Twenty-Four Thousand and 00/100 Dollars (\$1,224,000.00) or less. It is the intent of the parties that the assessed value of the Property on the tax rolls have a minimum appraisal value of One Million Two Hundred Twenty-Four Thousand and 00/100 Dollars (\$1,224,000.00) during the Term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, the Applicant agrees that neither this Agreement, nor the values contained herein, will be utilized to contest appraisal values or in the determination of the market value of the Development.

(11) The Applicant, during normal business hours, at its principal place of business in the city of El Paso, Texas, shall allow the City or its agents reasonable access to operating records,

accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit purposes, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

(12) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

B. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on **October 1, 2026**, or within thirty (30) business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within (30) business days after the **1st day of October** of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.
- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Grant payment due to the Applicant is final.
- (4) Unless otherwise agreed by the CITY and APPLICANT in writing, APPLICANT shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. APPLICANT shall submit to the CITY the initial Grant Submittal Package to commence the Grant Period on **October 1, 2026**, or within thirty (30) business days after **October 1, 2026**. Thereafter, the APPLICANT'S annual Grant Submittal Package must be submitted on **1st day of October** or within thirty (30) business days after **1st day of October** of each year. A failure by APPLICANT to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the APPLICANT to receive a Grant payment for that GRANT YEAR."

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and the Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed Twelve Thousand Two Hundred Forty and 00/100 Dollars (**\$12,240.00**) in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Building Construction Fee Rebate not to exceed Ten Thousand and 00/100 Dollars (**\$10,000.00**) in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Real Property Tax Rebate not to exceed Eighty-Two Thousand Six Hundred Seventy-Two and 10/100 Dollars (**\$82,672.10**) in accordance with the terms and provisions of this Agreement.
- D. The City will process any eligible Grant payment within ninety (**90**) days after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through F shall constitute an Event of Default:

- A. **Failure to Comply.** The Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or the Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and the Applicant.
- B. **False Statements.** Any representation or statement made or furnished to the City by the Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if the Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and the Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after the Applicant learns of its false or misleading nature.
- C. **Insolvency.** The Applicant files a voluntary petition in bankruptcy, or a proceeding in bankruptcy is instituted against the Applicant, and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of the Applicant for the benefit of creditors of the Applicant.
- D. **Property Taxes.** If the Applicant allows its personal or real property taxes owed to the City to become delinquent, and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (**30**) days after written notice thereof from the City and/or El Paso Central Appraisal District.

- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide the Applicant with written notice of the default, and the Applicant shall have thirty (30) days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period, but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the (30) days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as provided herein, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end, and the City may exercise any other right or remedy available at law or in equity.

SECTION 6. RECAPTURE.

Should the Applicant default under **Section 5** of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within sixty (60) days from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

- A. The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, the Applicant shall notify the City in writing of such sale or transfer thirty (30) business days before the effective date of such sale or transfer.
- D. **Assignment.** Applicant understands and agrees that the City expressly prohibits the Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant or Grants that are the subject of this Agreement without the City's consent

to assignment. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of the taxes rebated prior to the attempted transfer.

- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Applicant to the same.
- F. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. **Employment of Undocumented Workers.** During the term of this Agreement, the Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by the Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date the Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to the Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to the Applicant until the date the reimbursement payments are repaid to City. The City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom the Applicant contracts.
- I. **Force Majeure.** The parties agree that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

- J. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- K. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- L. **Notices.** All notices required by this Agreement shall be given in writing and shall be deemed to have been properly served if a) delivered by hand and receipted for by the party to whom said notice is directed (or his/her agent); or b) mailed by certified or first class mail with postage prepared, on the third business day after the date on which it is so mailed; c) mailed by overnight courier and receipted for by the party to whom said notice is directed (or his/her agent); or d) sent by facsimile transmission or by email, if a facsimile or email number is provided below. A party may change its contact information for notices by sending written notice to the other party of the change to the party's contact information.

To the City: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to:

The City of El Paso
Attn: Economic & International Development
P. O. Box 1890
El Paso, Texas 79950-1890

To the Applicant: ML REAL PROPERTY, LLC
Attn: Matthew Lopez
Address: 317 Vin Etienne Dr.
El Paso, TX 79912

- M. Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**
- N. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.

- O. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- P. **Governmental Functions.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- Q. **Compliance with the Law.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- R. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day
of _____, 2024.

CITY OF EL PASO:

Cary Westin
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Oscar Gomez
Assistant City Attorney

Karina Brasgalla, Interim Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §


This instrument was acknowledged before me on the ____ day of _____, 2024,
by Cary Westin as Interim City Manager of the City of El Paso, Texas, on behalf of the City of El
Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

[Signatures continue on the following page]

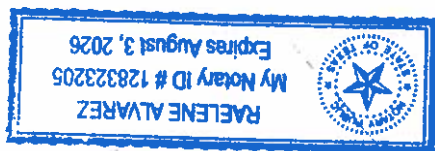
APPLICANT:
ML REAL PROPERTY, LLC, a Texas
limited liability company

By: 
 Matthew Lopez
 Owner

ACKNOWLEDGMENT

STATE OF §
 COUNTY OF §

This instrument was acknowledged before me on the 26 day of January, 2024, by **Matthew Lopez** as the **Owner** for **ML REAL PROPERTY, LLC, a Texas limited liability company**.




 Notary Public, State of TX

My Commission Expires:

August 3, 2023

EXHIBIT A**Legal Description of the Real Property**

1519 and 1525 GOLDEN HILL TERRACE PORTIONS OF LOTS 2 AND 3, ALL OF LOTS 4,5,6, AND 8 AND THE EAST 10' OF LOT 9, BLOCK 7 (25,000 SQ FT)

EXHIBIT B

Description of Development

ML REAL PROPERTY, LLC. will develop the property located at 1519 and 1525 Golden Hill Terrace, in El Paso, Texas. The company will invest a minimum of Two Million and 00/100 Dollars (\$2,000,000.00) to construct the development. The development will include the elements listed below and will be substantially similar, in design, to the rendering shown below.

Development Description:

- Construction of eight multifamily buildings on currently vacant land
- Total of 8 residential townhome units
- Approximately 25,000 square feet of multi-family residential space

Rendering:



EXHIBIT C

Grant Submittal Package Form

_____(the Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on _____ (date). Pursuant to the Agreement, the Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

As required by the Agreement, the following information is submitted.

1. **[DUE WITHIN 6 MONTHS OF AGREEMENT EXECUTION]** Copies of all applicable approvals and permits

2. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development;

3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures amounting to **\$2,000,000.00** including but not limited to
 - a. Stamped **PAID** invoices
 - b. Copies of checks proving payment – corresponding to paid invoices
 - c. Receipts for purchase of construction materials (must show amount of taxes paid)
 - d. Bank statements (in the event a transaction was paid with credit or debit card)
 - e. Contractor pay applications, notarized with lien releases

4. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate;

5. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of Certificate of Occupancy in accordance with the requirements provided in Section 3(A)(4)(b)

6. **[INITIAL GRANT SUBMITTAL ONLY]** 1295 Form

7. Property tax payment receipts showing proof of payment for tax year _____.

It is understood by the Applicant that the City of El Paso has up to ninety (90) days to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) the Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT D**Property Tax Rebate Table**

Year	Rebate Percentage
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	75%
Year 5	75%
Year 6	50%
Year 7	50%
Year 8	50%
Year 9	50%
Year 10	50%



Legislation Text

File #: 24-265, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Planning and Inspections, Kevin Smith, (915) 212-1566

El Paso Water, Adriana Castillo, (915) 594-5538

AGENDA LANGUAGE:

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

Discussion and action on a Resolution establishing a public hearing date to discuss and review the update of the land use assumptions and capital improvements plan and to determine the necessity to amend the City of El Paso's capital improvements plan.

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

AGENDA DATE: February 27, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Kevin Smith, (915) 212-1566
Adriana Castillo, El Paso Water, (915) 594-5538

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:

Discussion and action on a Resolution establishing a public hearing date to discuss and review the update of the land use assumptions and capital improvements plan and to determine the necessity to amend the City of El Paso's capital improvements plan.

BACKGROUND / DISCUSSION:

In accordance with Chapter 395 of the Texas Local Government Code, the City is to update its land use assumptions and capital improvements plan for water and wastewater improvements prior to re-evaluating the impact fee structure. This is for land in three service areas (Northeast, Westside, and Eastside) and is related to water and wastewater expansion costs attributable to projected new development. This item will order a public hearing to discuss and review the update to the land use assumptions and the capital improvements plan in accordance with Texas Local Government Code 395.053.

PRIOR COUNCIL ACTION:

May 12, 2009 – City Council adopted Ordinance 017113 for impact fees for water and wastewater services and ancillary items.

February 26, 2024 – City Council to be briefed on an update on the land use assumptions and capital improvements plan.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

RESOLUTION

WHEREAS, Chapter 395 (Impact Fee Statute) of the Texas Local Government Code provides for the establishment and collection of impact fees; and

WHEREAS, on March 24, 2009, in accordance with the Impact Fee Statute, the City of El Paso adopted the land use assumptions and capital improvements plan under which an impact fee was imposed; and

WHEREAS, Texas Local Government Code Section 395.052 states that a political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years; and

WHEREAS, the City of El Paso is a political subdivision that imposes water and wastewater impact fees in accordance with the Impact Fee Statute; and

WHEREAS, the City Council received an update on the land use assumptions and capital improvements plan on February 26th, 2024; and

WHEREAS, as a part of the process of modifying an impact fee under Texas Local Government Code, Chapter 395, the City Council must hold a public hearing to discuss and review the update of the land use assumptions and capital improvements plan and determine whether to amend the plan; and

WHEREAS, in accordance with Texas Local Government Code Section 395.053, the City of El Paso will hold a public hearing to discuss and review the update of the land use assumptions and capital improvements plan and determine whether to amend the plan;

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

The City Council of the City of El Paso, Texas hereby sets a public hearing date for March 12th, 2024 at 9:00 am in the City Council Chambers on the 1st floor of City Hall, 300 North Campbell Street, El Paso, El Paso County, Texas to discuss and review the update of the land use assumptions and capital improvements plan and determine whether to amend the plan.

APPROVED this _____ day of _____, 2024.

(signatures continue on following page)

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

2024 UPDATE

LAND USE ASSUMPTIONS TECHNICAL REPORT

The review, evaluation, and update of underlying land use assumptions is required by Chapter 395 of the Texas Local Government Code to ensure reasonable future growth and acts as the basis of the City of El Paso's water and wastewater capital improvement plans, thus resulting in impact fee calculations. This report updates the land use assumptions adopted by the El Paso City Council on February 18, 2014, which serve as the foundation for the current water and wastewater impact fees levied on new development in each of the three identified service areas.

Introduction

Texas Local Government Code Chapter 395 permits the use of impact fees to finance capital improvement and facility expansion costs attributable to projected new development within identified service areas located in the corporate boundaries or extraterritorial jurisdiction of a political subdivision. To determine the costs of providing such infrastructure accurately, a planning study known as a Land Use Assumptions (LUA) report is assembled to include a description of changes in land uses, densities, intensities, and population projected within each of these service areas over a 10-year period, as well as at full build-out. The LUA report is referenced in the development of a Capital Improvements Plan (CIP) and the adoption of an impact fee ordinance.

To ensure reasonable future growth estimates serve as the basis for expected capital improvements and facility expansions necessitated by new development and the resulting impact fee calculations, the review, evaluation and update of the underlying LUA and CIP is required at least every five years. Following preparation of this update, the political subdivision's governing body (City Council) is required to hold a public hearing for the purpose of reviewing and determining whether amendments to the LUA, CIP, or the adopted impact fees are necessary.

This report, prepared by the City of El Paso's Planning and Inspections Department (P&I), in partnership with El Paso Water (EPW), is intended to fulfill the requirements of Chapter 395 of the Local Government Code with respect to the periodic review and update of the LUA report. Specifically, this report reassesses the land use assumptions adopted by the El Paso City Council on February 18, 2014. The assumptions adopted on that date comprise the first update of the original assumptions, adopted on March 24, 2009; this report comprises the second update.

In addition to providing information about projected land use characteristics within the three established service areas (Eastside, Northeast, and Westside Water and Sewer Impact Fee Service Areas), this report estimates the total number of projected service units, or standardized measurement of consumption, necessitated by new development, and also provides a snapshot forecast of demand for water and wastewater system improvements or expansion by the year 2033. While a number of unforeseeable future events may affect these predictions, the estimates in this report are based on the best information that is currently available.

Elements of the Land Use Assumptions Report Update

The body of this report is divided into five sections:

Impact Fee Service Areas: An explanation and description of the water and wastewater impact fee service areas.

Methodology: An explanation of the general methodology used to prepare and update the land use assumptions.

Full Build-Out Projection: Population and service unit holding capacity of land located within the impact fee service areas.

Ten-Year Growth Projection: Population and service unit growth assumptions for the period between 2024 and 2033.

Summary: A brief summation of the land use assumptions report 2024 update.

Impact Fee Service Areas

Per state law, one or more service areas must be identified and used in all impact fee analyses to ensure that planned capital improvements and facility expansions, as well as the resulting fee structure, are commensurate with projected proximate demand. A service area may include all or part of the land located within the corporate boundaries of the political subdivision or its extraterritorial jurisdiction (ETJ). Currently, City of El Paso water and wastewater impact fees are levied on three specific service areas within the City's corporate boundary and the ETJ; these areas are referred to as the Northeast, Westside, and Eastside Water and Sewer Impact Fee Service Areas. See Figure 1 for a map delineating the location of the three service areas.

Each service area includes portions or all of the sub-service areas defined in the City of El Paso's Final Annexation Assessment and Strategy Report, completed in the fall of 2008, as well as other areas identified within the Water and Wastewater Impact Fees – Report Addendum, completed in March 2009. See Table 1 for an overview of size and existing intensity characteristics within the three impact fee service areas and the nineteen (19) sub-service areas included in this edition of the report.

In total, the three service areas currently encompass 40,095 acres of land, with nearly two-thirds of the total acreage within the El Paso city limits, while the remaining portion lies within the City's ETJ. The Northeast Service Area is the largest of the three, comprising approximately 47 percent (19,096 acres) of the composite acreage, while the Eastside Service Area currently constitutes nearly 30 percent (12,012 acres) and the Westside Service Area approximately 23 percent (8,987 acres). Each of these areas is likely to be developed, at least partially, within the next ten years.

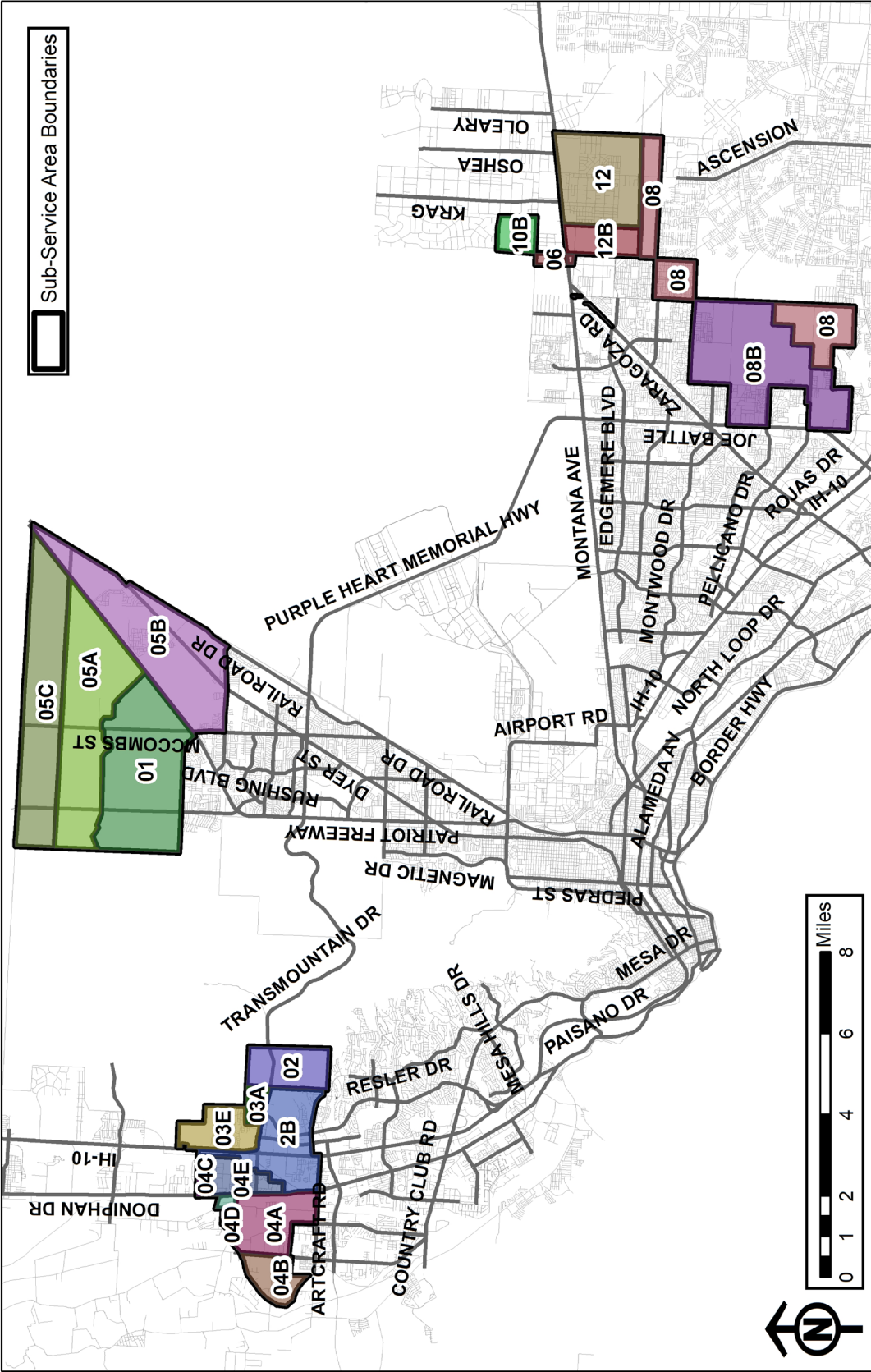


Figure 1. City of El Paso Water and Sewer Impact Fee Service Area

Table 1 provides a snapshot of existing development intensity within the impact fee service areas and sub-service areas. For the purposes of this report, development intensity is defined as the proportion of acreage within each impact fee service area built upon and zoned to a residential, commercial or industrial district. With respect to current development intensity, approximately 33% of the impact fee composite area is presently developed, representing approximately 13,128 acres.

Service Area	Total Acreage	Developed Acreage	% Acreage Developed
Northeast Impact Fee Service Area			
01 Northeast MP	4,835	610.1	13%
05A Northwest Fort Bliss A	4,812	574.4	12%
05B Northwest Fort Bliss B	4,929	2,153.8	44%
05C Northwest Fort Bliss C	4,520	965.9	21%
Northeast Subtotal	19,096	4,304	23%
Westside Impact Fee Service Area			
02 Westside MP	1,589	91.0	6%
03A Northwest Vinton A	294	38.7	13%
03E I-10375 MP	1,132	668.4	59%
04A Northwest Artcraft A	1,639	314.5	19%
04B Northwest Artcraft B	807	221.7	27%
04C Northwest Artcraft C	159	130.0	82%
04D Northwest Artcraft D	218	157.0	72%
04E Canutillo	801	705.0	88%
2B (Other)	2,348	1,845.4	79%
Westside Subtotal	8,987	4,172	46%
Eastside Impact Fee Service Area			
08B Eastside	4,826	1,165.6	24%
12 South Montana	2,919	1,695.9	58%
12B South Montana B	785	357.4	46%
06 South Fort Bliss	118	1.9	2%
08 East Battle	2,826	1,409.7	50%
10B South Fort Bliss B	538	21.2	4%
Eastside Subtotal	12,012	4,652	39%
Total	40,095	13,128	33%

Table 1. Impact Fee Service Area 2023 Existing Characteristics

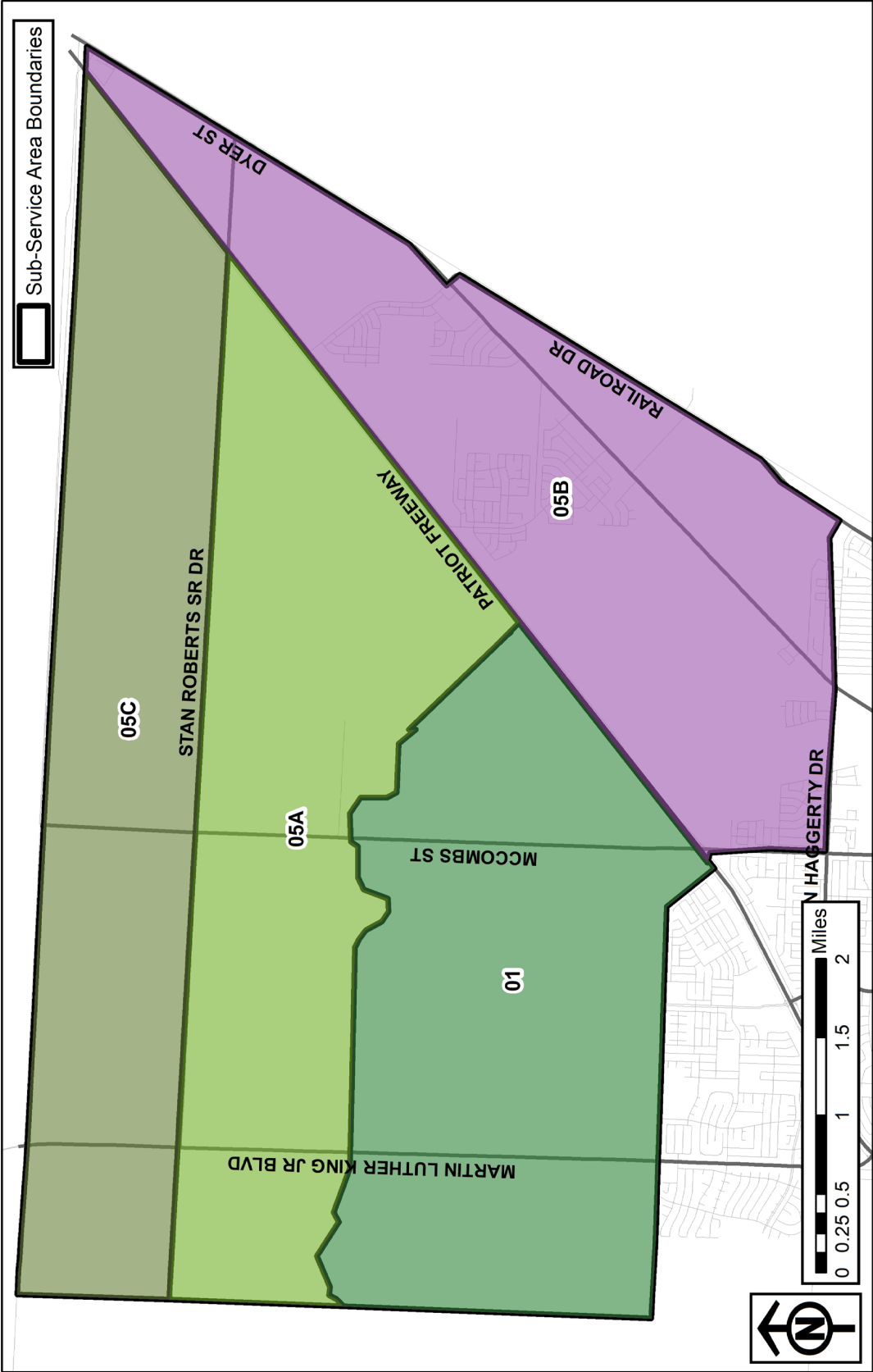


Figure 2. Northeast Water and Sewer Impact Fee Service Area

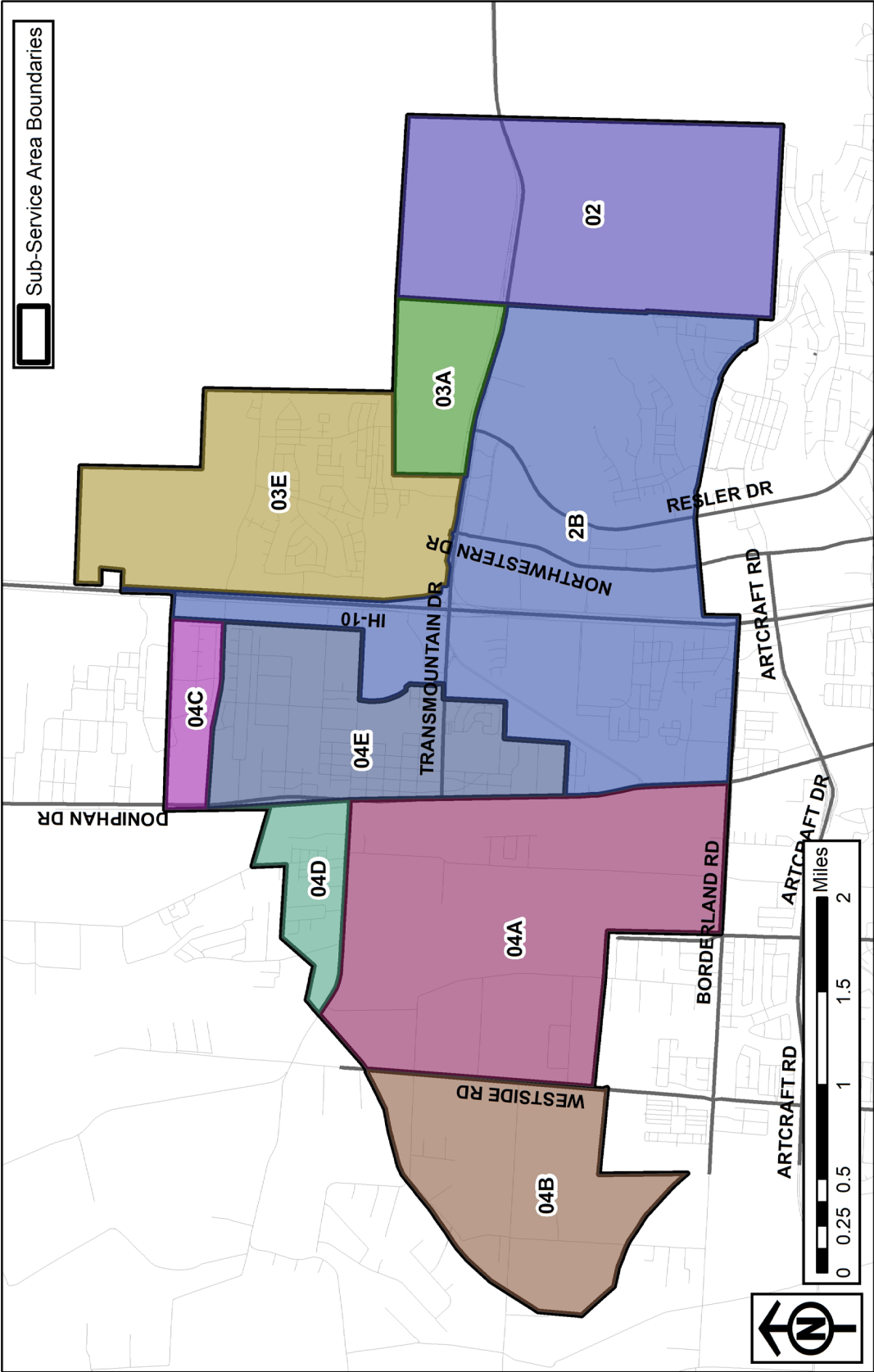


Figure 3. Westside Water and Sewer Impact Fee Service Area

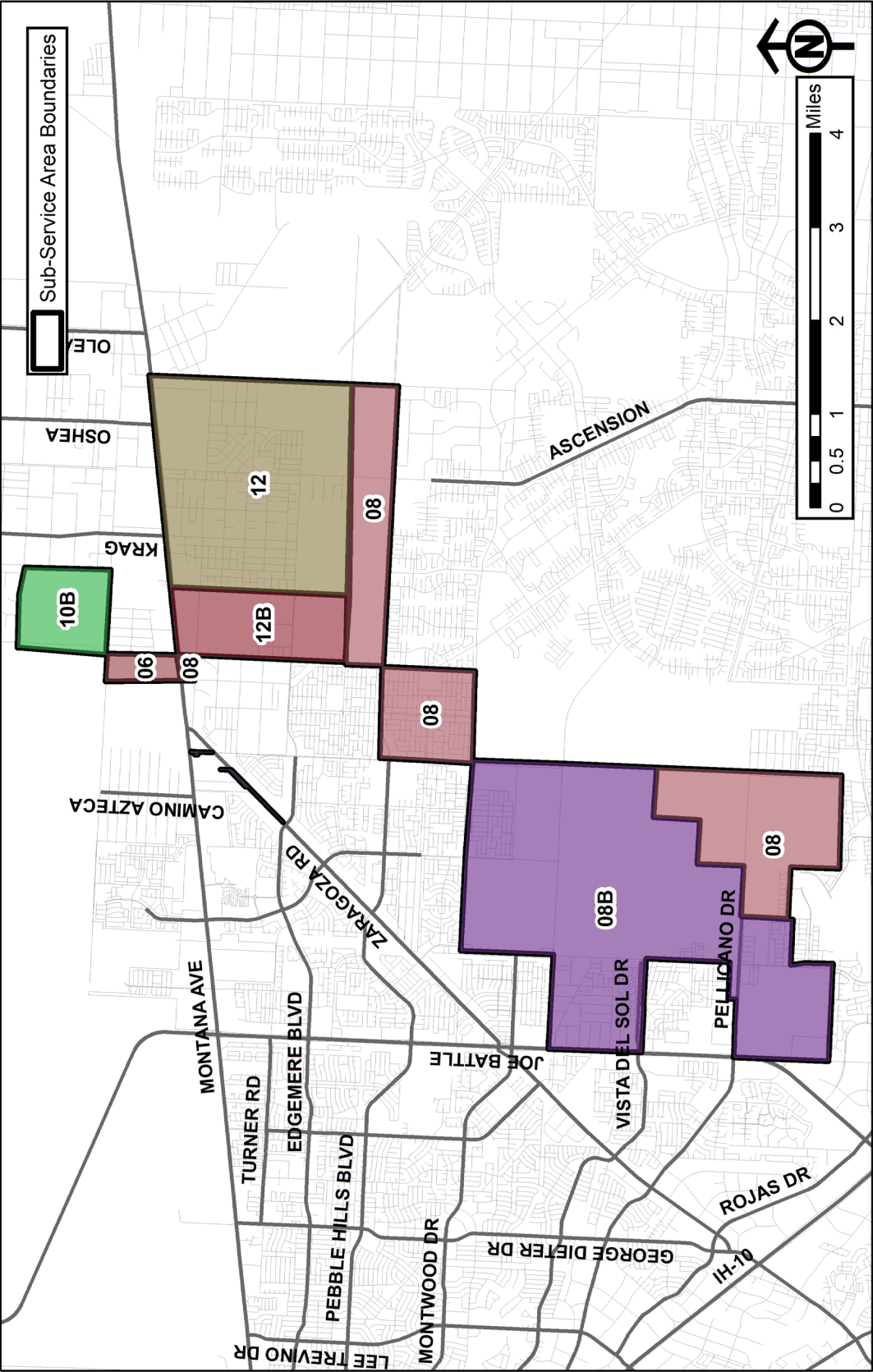


Figure 4. Eastside Water and Sewer Impact Fee Service Area

Methodology

The City of El Paso's existing water and wastewater fee structure is based on a series of growth assumptions which have in turn been used to inform expected capital improvement and facility expansion needs. The updated land use assumptions and associated population and service unit projections contained in this report are formulated based on consideration and incorporation of the following development patterns:

- Current development trends and characteristics;
- Zoning patterns in place and in process;
- Known or anticipated subdivision of land;
- Historic and anticipated growth trends;
- Expected future land use envisioned by *Plan El Paso*;
- Existing master plans

Land Use Assumption Update

Update of the 2014 growth projections began with the development of a database summarizing expected land use acreage at full build-out within each of the nineteen sub-service areas. Assembly of the database included analysis of the City's current zoning map and aerial photography. Zoning cases and subdivision plats in progress provided further information about near future development trends, as did surrounding development densities and types. Additionally, several approved master plans, including land studies and master zoning plans were used in determining the allocation of land use types. Developments were analyzed in each of the three impact fee service areas, including the Northeast (Campo Del Sol and Vista Del Norte Estates), Westside (Cimarron and Enchanted Hills developments), and in the Eastside (Gateway Estates and Tierra Del Este Phases IV, V, and VI).

Consistent with previous analyses, acreage within the impact fee service areas was allocated to either a non-residential or residential land use. Non-residential land use categories include: commercial, industrial, floodplain, institutional/utilities, open space, transportation, parkland or undeveloped land. Residential land use categories are defined by residential type (i.e. conventional or mixed-use) and associated density. Here, development density refers to the number of service units (either residential or residential equivalents) per acre. The level of density will differ by land use; for example, a high-density residential zone is assumed to accommodate relatively more service units per acre when compared to a low-density residential use. Appendix A provides a series of maps delineating previously adopted land use assumptions, as well as updated land use assumptions within each of the three impact fee areas.

Full Build-Out and Ten-Year Growth Projections Update

This expected land use acreage database was then used to update growth assumptions for two time horizons: a ten-year projection, and a full build-out projection. Development of these scenarios involved the estimation of population and service unit figures, two variables intended to provide information regarding demand for water and wastewater services in the impact fee service areas. A service unit is defined as a standardized measure of consumption attributable to an individual unit of development, while population is defined as the number of residents located within an impact fee service area.

Full Build-Out Projection:

The full build-out scenario is intended to provide information about the maximum realistic holding capacity for land within each of the impact fee service areas. It is therefore not tied to a specific time period as a number of external factors, such as economic growth and political events, will ultimately influence development.

Estimation of the full build-out scenario involves the following assumptions:

- For residential land uses, service units per acre are assigned according to the densities provided in Table 2 below. These densities are estimated based on current zoning restrictions, historic trends, and, where applicable, information provided in each of the approved master plans.
- Population per residential service unit is assumed to follow a household size of 2.94 persons per housing unit in El Paso County, as per the Census Quickfacts 2017-2021 estimates. Note that one housing unit is the equivalent of one residential service unit.
- For non-residential land uses, only lands categorized as a commercial or industrial land use type are expected to require water and wastewater services. Based on information provided by the El Paso Water, it is assumed that such land uses will require 7.25 residential equivalent service units per acre.

Land Use Type	Service Units per Acre
Conventional Residential Development	
Low Density	2
Medium Density	4.5
Medium High Density	6
High Density	9
Mixed-Use Development	
Mixed-Use	6
Non-Residential	
Commercial	7.25
Industrial	7.25

Table 2. Land Use Density Assumptions

Using the assumptions outlined in Table 2, the holding capacity within each impact fee service area is projected by first applying the non-residential and residential service unit density per acre to total commercial, industrial, and residential land use acreage figures as identified in the land use assumptions database (detailed in Appendices B-C). Land capacity for population is then derived by applying a factor of 2.94 to total residential service units at full build-out in each of the impact fee service areas.

Ten-Year Growth Projection

Following the development of the full build-out scenario, service unit and population growth projections for the time period corresponding to 2024-2033 were developed. In accordance with state law, the ten-year projections are intended to provide reasonable estimates of demand for water and wastewater services within the established impact fee service area boundaries over a practical planning period. These estimates are then used to inform potential modifications to the associated ten-year capital improvements plan and, if necessary, revisions to the existing impact fee structure.

In an effort to provide the most practical demand projections possible, growth rate assumptions vary by sub-service area. Estimating growth rates at the sub-service area level allows for the incorporation of several influencing factors, such as proximity to existing development and infrastructure, anticipated development projects, and expected phasing of master planned areas.

In the ten-year growth projections, the previously adopted projections were used as a starting point. Specifically, the 2014-2024 sub-service area projections were compared to existing development and adjusted to factor in the influencing factors outlined above, as well as revisions to land use assumptions summarized in Appendices A-C.

The remainder of this report provides service unit and population projections under the full build-out and ten-year scenarios. Each section includes projections by impact fee service area and by impact fee sub-service area. Refer to Appendices B-C for greater detail regarding land use assumptions, associated acreage, and projected service unit and population densities under the full build-out and ten-year scenarios.

Full Build-Out Projection

Table 3 on the following page summarizes total service unit and population projections by impact fee service area and sub-service area under the full build-out scenario. Given the land use assumptions summarized in this report, the three impact fee service areas are expected to hold 169,528 total service units and 281,107 residents at full capacity.

Service Area	Population at Build-Out	Service Units at Full-Build-Out		
		Residential	Non-Residential	Total
Northeast				
01 Northeast MP	48,334	16,440	2,175	18,615
05A Northwest Fort Bliss A	21,005	7,145	15,247	22,391
05B Northwest Fort Bliss B	41,128	13,989	12,144	26,133
05C Northwest Fort Bliss C	4,009	1,364	15,957	17,321
Northeast Subtotal	114,475	38,937	45,523	84,460
Westside				
02 Westside MP	0	0	0	0
03A Northwest Vinton A	209	71	761	832
03E I-10375 MP	10,333	3,515	1,740	5,255
04A Northwest Artcraft A	16,564	5,634	377	6,011
04B Northwest Artcraft B	9,182	3,123	261	3,384
04C Northwest Artcraft C	1,119	381	225	605
04D Northwest Artcraft D	2,209	752	80	831
04E Canutillo	6,178	2,102	1,240	3,341
02B Other	12,489	4,248	6,815	11,063
Westside Subtotal	58,283	19,824	11,498	31,322
Eastside				
08B Eastside	44,678	15,197	9,229	24,426
12 South Montana	25,225	8,580	2,791	11,371
12B South Montana B	7,722	2,627	1,276	3,903
06 South Fort Bliss	0	0	160	160
08 East Battle	21,803	7,416	3,437	10,853
10B South Fort Bliss B	8,921	3,035	0	3,035
Eastside Subtotal	108,349	36,854	16,893	53,746
Total	281,107	95,615	73,914	169,528

Table 3. Full Build-Out Projections

Ten-Year Growth Projection

Table 4 summarizes expected demand in 2033. Census data for 2000, 2010, and 2020 are provided as points of reference. By 2033 development within the composite impact fee service areas is anticipated to reach approximately 59% of total service unit holding capacity.

Service Area	Census			2033 Proj. Population	2033 Projected Service Units		
	2000	2010	2020		Residential	Non-Residential	Total
Northeast							
01 Northeast MP		0	0	39,193	13,331	1,740	15,071
05A Northwest Fort Bliss A		0	0	9,626	3,274	7,946	11,220
05B Northwest Fort Bliss B	2,199	4,799	10,735	29,162	9,919	6,537	16,456
05C Northwest Fort Bliss C	10	28	37	0	0	7,721	7,721
Northeast Subtotal	2,209	4,827	10,785	77,981	26,524	23,944	50,468
Westside							
02 Westside MP		0	0	0	0	0	0
03A Northwest Vinton A		0	0	209	71	207	278
03E I-10375 MP		0	0	9,202	3,130	653	3,783
04A Northwest Aircraft A	299	312	312	2,764	940	68	1,008
04B Northwest Aircraft B	289	251	289	3,014	1,025	81	1,106
04C Northwest Aircraft C		0	0	994	338	233	571
04D Northwest Aircraft D	836	1,001	635	2,020	687	80	767
04E Canutillo	3,633	4,760	4,615	8,258	2,809	1,091	3,900
02B Other	1,167	2,149	4,732	10,940	3,721	6,965	10,686
Westside Subtotal	6,224	8,473	13,041	37,400	12,721	9,378	22,099
Eastside							
08B Eastside	13	682	5,736	19,874	6,760	2,684	9,444
12 South Montana	6,766	7,625	7,483	11,457	3,897	2,198	6,095
12B South Montana B		7	12	4,933	1,678	809	2,487
06 South Fort Bliss		0	0	861	293	0	293
08 East Battle		0	0	16,420	5,585	2,920	8,505
10B South Fort Bliss B		0	0	2,984	1,015	0	1,015
Eastside Subtotal	6,779	8,335	14,691	56,530	19,228	8,611	27,839
Total	15,212	21,635	38,517	171,911	58,473	41,933	100,406

Table 4. Ten-Year Growth Projections

Summary

Table 5 provides a comparative analysis of the previously approved and updated residential service unit and population estimates under the full build-out scenario. Overall, total projected holding capacity for residential service units and population has remained relatively constant. While there is anticipated to be growth within these service areas, the effects of the COVID-19 pandemic, disruptions in the building supply chain, and current interest rates are impacting and anticipated to continue impacting the building growth over the next few years.

Service Area	Existing Build-Out Estimates		Updated Build-Out Estimates	
	Residential Service Units	Population	Residential Service Units	Population
Northeast	54,923	168,065	38,937	114,475
Westside	23,659	72,398	19,824	58,283
Eastside	37,753	115,524	36,854	108,349
Total	116,335	355,987	95,615	281,107

Table 5. Full Build-Out Projections Comparison

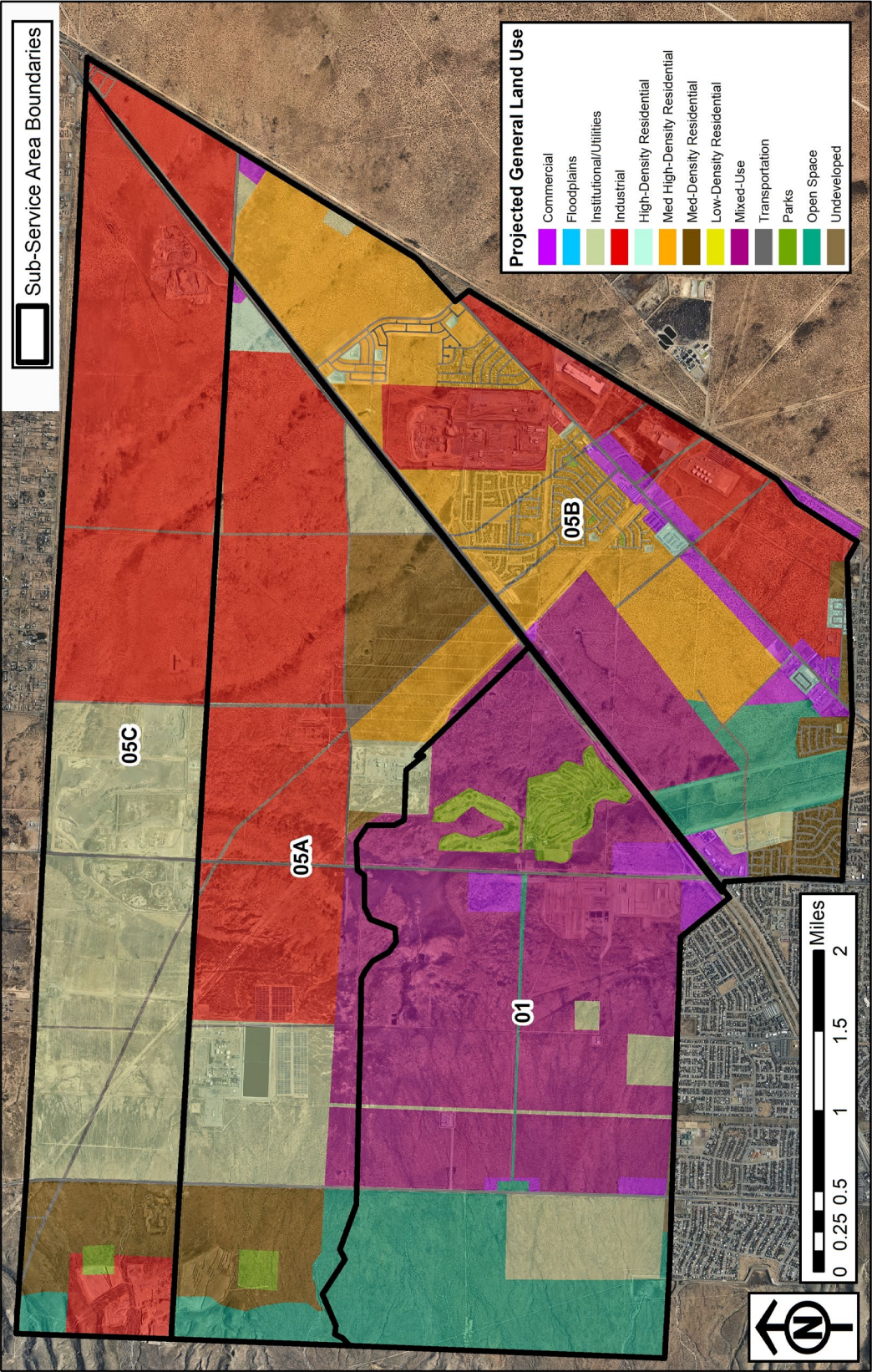
Table 6 provides a summary of the total service unit and population projections for both scenarios by impact fee service area. Given the updated land use assumptions, 170,232 total service units are projected at full build-out, while development demand will reach approximately 59% of the total holding capacity by 2033.

Service Area	Full Build-Out Scenario		2033 (Ten-Year) Scenario	
	Total Service Units	Population	Total Service Units	Population
Northeast	84,460	114,475	50,468	77,981
Westside	31,607	58,283	22,099	37,400
Eastside	54,165	108,349	27,839	56,530
Total	170,232	281,107	100,406	171,911

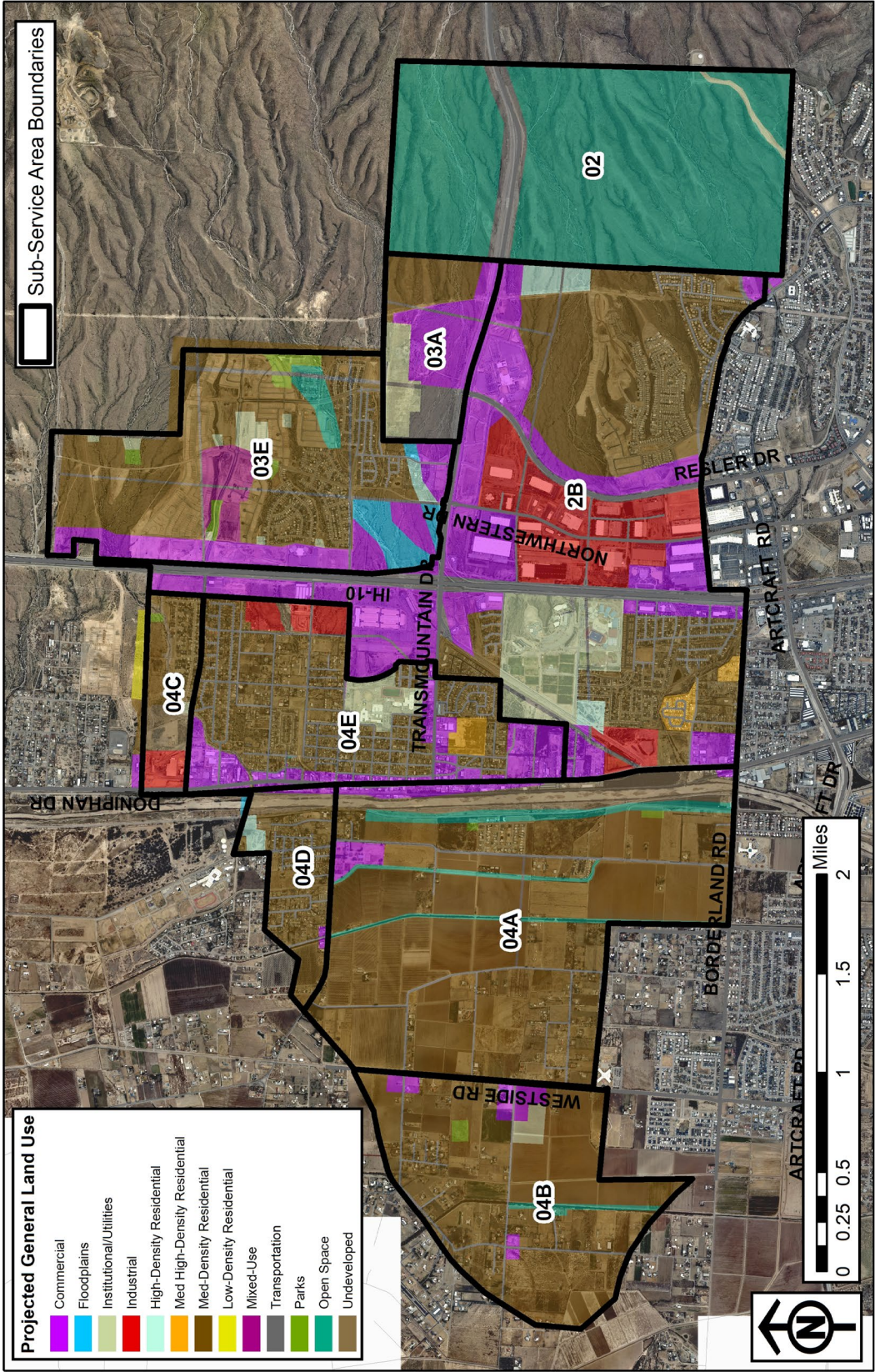
Table 6. Updated Projections Summary Table

Appendix A

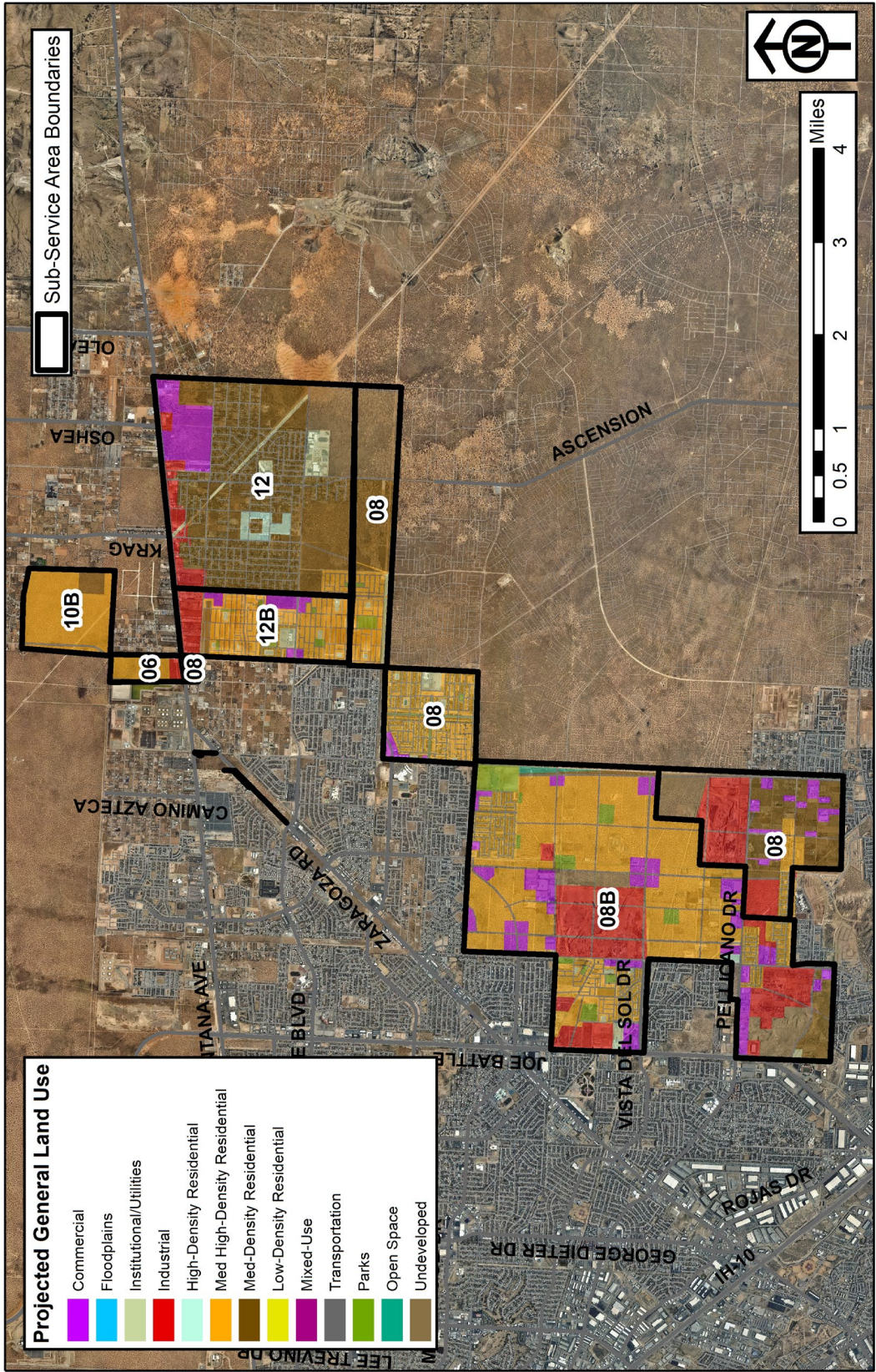
Land Use Assumptions Maps



Northeast Projected General Land Use



Westside Projected General Land Use



Eastside Projected General Land Use

Appendix B

Full Build-Out Projections

Service Area	Total Acreage		Non-Residential					Conventional Residential				Mixed Use		
	Transportation	Commercial	Industrial	Parkland	Floodplain	Open Space	Undeveloped	Institutional/Utilities	Low	Medium	Medium-High	High	Total	Mixed Use
Northeast														
01 Northeast MP	4,835	99	300		255		968	20						0
05A Northwest Fort Bliss A	4,812	260	5	2,098	38		229			775	229	51	1,055	304
05B Northwest Fort Bliss B	4,929	446	304	1,371	9		348				1,649	37	1,858	498
05C Northwest Fort Bliss C	4,520	154		2,201	23		51				303		303	
Northeast Subtotal	19,096	959	609	5,670	325	0	1,596	20	3,159	0	1,250	1,878	88	3,216
Westside														
02 Westside MP	1,589	91					1,483							0
03A Northwest Vinton A	294	58	105							79				79
03E I-10375 MP	1,132	71	220	20	34	57	50				581		9	590
04A Northwest Artcraft A	1,639	75	52		4		106	150			1,252			1,252
04B Northwest Artcraft B	807	38	36		6		17				694			694
04C Northwest Artcraft C	159	15	5	26				16		17	77			94
04D Northwest Artcraft D	218	25	11			3		22			147		10	157
04E Canutillo	801	133	141	42				10			371	21	34	426
02B (Other)	2,348	315	622	318							826	24	43	893
Westside Subtotal	8,987	821	1,192	406	44	60	1,656	198	365	17	4,027	45	96	4,185
Eastside														
08B Eastside	4,826	509	471	802	186		23	228			167	2,388	13	2,568
12 South Montana	2,919	347	247	138				242			1,716	38	70	1,824
12B South Montana B	785	98	77	99	20						25	419		444
06 South Fort Bliss	118	3		22							93			93
08 East Battle	2,826	440	166	308	40			370			740	681		1,421
10B South Fort Bliss B	538	21									45	472		517
Eastside Subtotal	12,012	1,418	961	1,369	246	0	23	840	288	0	2,786	3,998	83	6,867
Total	40,095	3,198	2,762	7,445	615	60	3,275	1,058	3,812	17	8,063	5,921	267	14,268

Full Build-Out Projections

Service Area	Build-Out Non-Residential Service Units			Build-Out Conventional Service Units				Mixed Use Mixed Use	Build-Out Residential	Build-Out Non- Residential
	Commercial	Institutional	Industrial	Low	Medium	Medium-High	High			
Northeast				-	-	-	-	0		
01 Northeast MP	2,175		-	-	-	-	-	0	16,440	2,175
05A Northwest Fort Bliss A	36		15,211	-	3,488	1,374	459	5,321	7,145	15,247
05B Northwest Fort Bliss B	2,204		9,940	-	774	9,894	333	11,001	13,989	12,144
05C Northwest Fort Bliss C	-		15,957	-	1,364	-	-	1,364	1,364	15,957
Northeast Subtotal	4,415	0	41,108	0	5,625	11,268	792	17,685	38,937	45,523
Westside				-	-	-	-	-		
02 Westside MP	-		-	-	-	-	-	-	-	-
03A Northwest Vinton A	761		-	-	356	-	-	356	356	761
03E I-10375 MP	1,595		145	-	2,615	-	540	3,155	3,515	1,740
04A Northwest Artcraft A	377		-	-	5,634	-	-	5,634	5,634	377
04B Northwest Artcraft B	261		-	-	3,123	-	-	3,123	3,123	261
04C Northwest Artcraft C	36		189	34	347	-	-	381	381	225
04D Northwest Artcraft D	80		-	-	662	-	90	752	752	80
04E Canutillo	935		305	-	1,670	126	306	2,102	2,102	1,240
02B Other	4,510		2,306	-	3,717	144	387	4,248	4,248	6,815
Westside Subtotal	8,555	0	2,944	34	18,122	270	1,323	19,749	20,109	11,498
Eastside				-	-	-	-	-		
08B Eastside	3,415		5,815	-	752	14,328	117	15,197	15,197	9,229
12 South Montana	1,791		1,001	-	7,722	228	630	8,580	8,580	2,791
12B South Montana B	558		718	-	113	2,514	-	2,627	2,627	1,276
06 South Fort Bliss	-		160	-	419	-	-	419	419	160
08 East Battle	1,204		2,233	-	3,330	4,086	-	7,416	7,416	3,437
10B South Fort Bliss B	-		-	-	203	2,832	-	3,035	3,035	-
Eastside Subtotal	6,967	0	9,925	-	12,537	23,988	747	37,272	37,272	16,893
Total	19,937	0	53,976	34	36,284	35,526	2,862	74,706	96,318	73,914

Service Units Full Build-Out Projections

Service Area	Population at Build-Out	Service Units at Full-Build-Out		
		Residential	Non-Residential	Total
Northeast				
01 Northeast MP	48,334	16,440	2,175	18,615
05A Northwest Fort Bliss A	21,005	7,145	15,247	22,391
05B Northwest Fort Bliss B	41,128	13,989	12,144	26,133
05C Northwest Fort Bliss C	4,009	1,364	15,957	17,321
Northeast Subtotal	114,475	38,937	45,523	84,460
Westside				
02 Westside MP	0	0	0	0
03A Northwest Vinton A	209	71	761	832
03E I-10375 MP	10,333	3,515	1,740	5,255
04A Northwest Artcraft A	16,564	5,634	377	6,011
04B Northwest Artcraft B	9,182	3,123	261	3,384
04C Northwest Artcraft C	1,119	381	225	605
04D Northwest Artcraft D	2,209	752	80	831
04E Canutillo	6,178	2,102	1,240	3,341
02B Other	12,489	4,248	6,815	11,063
Westside Subtotal	58,283	19,824	11,498	31,322
Eastside				
08B Eastside	44,678	15,197	9,229	24,426
12 South Montana	25,225	8,580	2,791	11,371
12B South Montana B	7,722	2,627	1,276	3,903
06 South Fort Bliss	0	0	160	160
08 East Battle	21,803	7,416	3,437	10,853
10B South Fort Bliss B	8,921	3,035	0	3,035
Eastside Subtotal	108,349	36,854	16,893	53,746
Total	281,107	95,615	73,914	169,528

Full Build-Out Projections – Population and Service Unit Summary

Appendix C

Ten-Year Growth Projections

Service Area	2033 Non-Residential Service Units			2033 Conventional Service Units				Mixed Use Mixed Use	2033 Residential	2033 Non- Residential
	Commercial	Institutional	Industrial	Low	Medium	Medium-High	High			
Northeast										
01 Northeast MP	1,740		-	0	0	0	0	13,331	13,331	1,740
05A Northwest Fort Bliss A	-		7,946	0	1,697	334	331	912	3,274	7,946
05B Northwest Fort Bliss B	1,317		5,220	0	774	7,746	403	996	9,919	6,537
05C Northwest Fort Bliss C	-		7,721	0	0	0	0	0	-	7,721
Northeast Subtotal	3,057	0	20,887	0	2,471	8,080	734	15,239	26,524	23,944
Westside										
02 Westside MP	0		0	0	0	0	0	0	-	-
03A Northwest Vinton A	207		0	0	71	0	0	0	71	207
03E I-10375 MP	653		0	0	2,500	0	270	360	3,130	653
04A Northwest Artcraft A	68		0	0	940	0	0	0	940	68
04B Northwest Artcraft B	81		0	0	1,025	0	0	0	1,025	81
04C Northwest Artcraft C	37		196	17	321	0	0	0	338	233
04D Northwest Artcraft D	80		0	0	597	0	90	0	687	80
04E Canutillo	935		156	0	2,372	126	311	0	2,809	1,091
02B Other	4652		2313	0	3,352	144	225	0	3,721	6,965
Westside Subtotal	6,713	0	2,665	17	11,178	270	896	360	12,721	9,378
Eastside										
08B Eastside	833		1851	0	450	6,264	46	0	6,760	2,684
12 South Montana	1197		1001	2,842	664	0	391	0	3,897	2,198
12B South Montana B	91		718	0	112	1,566	0	0	1,678	809
06 South Fort Bliss	0		0	0	293	0	0	0	293	-
08 East Battle	907		2013	0	2,213	3,372	0	0	5,585	2,920
10B South Fort Bliss B	0		0	0	63	952	0	0	1,015	-
Eastside Subtotal	3,028	0	5,583	2,842	3,795	12,154	437	0	19,228	8,611
Total	12,798	0	29,135	2,859	17,444	20,504	2,067	15,599	58,473	41,933

2033 Service Unit Projections

Service Area	Census			2033 Proj. Population	2033 Projected Service Units		
	2000	2010	2020		Residential	Non-Residential	Total
Northeast							
01 Northeast MP	0	0	13	39,193	13,331	1,740	15,071
05A Northwest Fort Bliss A	0	0	0	9,626	3,274	7,946	11,220
05B Northwest Fort Bliss B	2,199	4,799	10,735	29,162	9,919	6,537	16,456
05C Northwest Fort Bliss C	10	28	37	0	0	7,721	7,721
Northeast Subtotal	2,209	4,827	10,785	77,981	26,524	23,944	50,468
Westside							
02 Westside MP	0	0	0	0	0	0	0
03A Northwest Vinton A	0	0	0	209	71	207	278
03E I-10375 MP	0	0	2,142	9,202	3,130	653	3,783
04A Northwest Artcraft A	299	312	312	2,764	940	68	1,008
04B Northwest Artcraft B	289	251	289	3,014	1,025	81	1,106
04C Northwest Artcraft C	0	0	316	994	338	233	571
04D Northwest Artcraft D	836	1,001	635	2,020	687	80	767
04E Canutillo	3,633	4,760	4,615	8,258	2,809	1,091	3,900
02B Other	1,167	2,149	4,732	10,940	3,721	6,965	10,686
Westside Subtotal	6,224	8,473	13,041	37,400	12,721	9,378	22,099
Eastside							
08B Eastside	13	682	5,736	19,874	6,760	2,684	9,444
12 South Montana	6,766	7,625	7,483	11,457	3,897	2,198	6,095
12B South Montana B	0	7	12	4,933	1,678	809	2,487
06 South Fort Bliss	0	0	0	861	293	0	293
08 East Battle	0	21	1,460	16,420	5,585	2,920	8,505
10B South Fort Bliss B	0	0	0	2,984	1,015	0	1,015
Eastside Subtotal	6,779	8,335	14,691	56,530	19,228	8,611	27,839
Total	15,212	21,635	38,517	171,911	58,473	41,933	100,406

2033 Population and Service Unit Summary

Water and Wastewater Impact Fees Fiscal Year 2023-24 Update

Draft Water and Wastewater Impact Fee Study

January 3, 2024

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Project Overview

Background of the Study

EPWater engaged Raftelis to update the existing Water and Wastewater Impact Fees in compliance with State law-Texas Statutes, Local Government Code, Chapter 395 (State Impact Fee Statutes). This report documents the 2024 update of the water and wastewater impact fees and replaces the previous Water and Wastewater Impact Fees-2019 Update. During the last impact fee update process, it was determined that the approved 2019 impact fee amounts would be updated.

Consistent with the previous updates of impact fees, this update determined fees for the same three areas as the previous study (Northeast, Eastside, and Westside). Listed below are the designated service areas.

Northeast Area

- 01- Northeast Master Plan
- 05A- Northwest Fort Bliss A
- 05B- Northwest Fort Bliss B
- 05C- Northwest Fort Bliss C

Westside Area

- 02- Westside MP
- 03A- Northwest Vinton A
- 03E- I-10375 MP
- 04A- Northwest Artcraft A
- 04B- Northwest Artcraft B
- 04C- Northwest Artcraft C
- 04D- Northwest Artcraft D
- 04E- Canutillo
- 02B- Other

Eastside Area

- 08B- Eastside
- 12- South Montana
- 12B- South Montana B
- 06- South Fort Bliss
- 08- East Battle
- 10B- South Fort Bliss B

The calculated water and wastewater impact fees may only be charged to the aforementioned service areas. Any development outside of the service areas will not be charged an impact fee. Maps displaying the EPWater service area are attached in Appendix A. Calculations and results in this report are based on numerical analysis using rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places. Therefore, the sums and products generated may not exactly equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to rounding).

Impact Fee Methodology

The water and wastewater impact fee calculations are based on the incremental method. Under this method, new customers pay a fee representing their share of expansion related developmental costs of new facilities. The incremental method uses a 10-year capital improvement plan (CIP) that accounts for projects that will add future capacity. The impact fee is determined for the supply and treatment categories for water and treatment and collection categories for wastewater.

Each CIP project is allocated to its respective category: reservoirs to water distribution, force mains to wastewater collection, wastewater lines to wastewater collection, etc. The project's costs and service units are summed by category. The categories' total service units then divide the total categories' costs to arrive at a per unit cost. For example, the total costs of the distribution pumping equipment category are divided by the total capacity added by the distribution pumping equipment to arrive at per unit amount. This amount is added to the water distribution portion of the impact fee. A service unit represents the water and wastewater flows in gallons per day (gpd) for a single family residential unit.

Land Use Assumptions and Service Unit Characteristics

Impact fees in Texas must meet the requirements set by the Texas Statutes, Local Government Code, Chapter 395. In compliance with Chapter 395 land use assumptions, see Attachment B, are used to arrive at the residential service units (SUs) and population per residential service as shown in Table 1. The average persons per service unit used is 2.94 persons per household based on the County average as shown in the *2024 Land Use Assumptions Technical Report*. The Land Use Assumption Update uses data from master plans prepared by or on behalf of the City of El Paso, and from other sources used in projecting water and wastewater service demands.

Table 1 - Land Use Assumptions

Service Area	Total Residential Service Units (Build-Out)	Average Household Size Persons/SU	Population per Service Area
Northeast			
01	16,440	2.94	48,334
05A	7,145	2.94	21,006
05B	13,989	2.94	41,128
05C	1,364	2.94	4,010
Westside			
02	0	2.94	0
03A	356	2.94	1,047
03E	3,515	2.94	10,334
04A	5,634	2.94	16,564
04B	3,123	2.94	9,182
04C	381	2.94	1,120
04D	752	2.94	2,211
04E	2,102	2.94	6,180
02B	4,248	2.94	12,489
Eastside			
08B	15,197	2.94	44,679
12	8,580	2.94	25,225
12B	2,627	2.94	7,723
06	419	2.94	1,232
08	7,416	2.94	21,803
10B	3,035	2.94	8,923

Table 1 shows the land use and demographic assumptions used to determine the residential service units and future capacity requirements. These assumptions go into calculating the water and wastewater flow rates that will be used throughout the analysis/model.

Using Table 1 data and assumptions regarding commercial and industrial use, the water and wastewater flow rates are calculated in Table 2. In this study we use 3.29 persons per Service Unit to define the flow rates, this rate is higher than the 2.94 persons per Service Unit in Table 1 due to the additional commercial and industrial usage. The Persons Per Service Unit was updated from 3.50 as reflected within the 2019 Impact Fee Study analysis to 3.29 for this update as referenced in Table 2 below.

Table 2 - Equivalent Service Unit Flows

Description	Water	Wastewater
Average Usage Per Capita (gallons per day-gpd)	115	70
Ratio of Maximum Day Demand to Average Day Demand	<u>1.71¹</u>	<u>1.39</u>
Maximum Day Demand per Capita (gpd)	209	98
Persons per Service Unit	<u>3.29</u>	<u>3.29</u>
Flows per Equivalent Service Unit (gpd)²	688	341

1. Elevated water storage capacity is calculated based on 50% of Maximum Day Demand.

2. Equivalent service unit flows represent flow to a residential, commercial, or industrial user with a water meter size less than 1-inch.

The flows per service unit are 688 gpd for water and 341 gpd for wastewater. These flow rates are used to calculate the number of facility service units in Attachments E and F.

10-Year Population and Service Unit Projections

It is difficult to forecast population growth and developmental growth accurately. The growth directly influences the timeline for when exactly the additional capacity must be realized. This assumption must be made when calculating an impact fee. Table 3 displays the population and development units for the water and wastewater impact fee areas under consideration as of 2033. The values includes 2023 developed acres, population, and residential, non-residential, and total service units plus projected growth over the 10-year period of 2023 through 2033.

Table 3 - 2033 Population and Service Units

Service Area	Developable Acres	Population	Residential Service Units	Non-Residential Service Unit Equivalents	Total Service Units
Northeast	5,363	77,981	26,524	23,944	50,468
Westside	3,309	37,400	12,721	9,378	22,099
Eastside	<u>5,441</u>	<u>56,530</u>	<u>19,228</u>	<u>8,611</u>	<u>27,839</u>
Total	14,314	171,911	58,473	41,933	100,406

Proposed Capital Improvement Facilities

In compliance with the State Impact Fee Statues, proposed capital improvements were prepared by Adriana Castillo, P.E., with EPWater. The capital projects include facilities required by new development in the next ten years. Descriptions of the proposed capital improvement projects are included as Attachment C to this report. The list of CIP projects with estimated costs for each, are included in Attachment D. Attachment E to this report shows the CIP capital, financing costs, capacity, facility service units, unit cost of capacity, and weighted average cost of capacity for each service area used in the impact fee calculation.

Maximum Impact Fee Calculation

The capital projects noted in the CIP plan add capacity for the 10-year period and beyond. To account for this growth Raftelis allocates the costs of the growth-related CIP to the projected development and to the total number of new service units that may be served by the new capacity additions. The 10-year CIP is adding significant capacity, but this capacity will still not be sufficient to serve the projected ultimate built out capacity of the indicated service areas.

Raftelis used the capacities provided by EPWater to estimate capacity added by each capital project. This assumes that all units will be served by the additional capacity regardless of when the growth occurs.

The LUA Update projects new service units for the next ten years (Table 4) to be served by EPWater planned capacity additions as reported in the 10-year CIP. In compliance with the State Impact Fee Statutes, the maximum impact fee per service unit is calculated by dividing the costs of the portion of the CIP required by and attributable to projected new service units by the total projected new service units served by the CIP.

Attachment F provides a summary of the capital costs, capital service units, financing costs, percentage of CIP needed through 2033, and the maximum impact fee for each service area. The model assumes a 35% debt funding rate with a 5% interest rate and a 20-year repayment period for water-related capital projects. For wastewater-related capital projects, it assumes a 63% debt funding rate with the same 5% interest rate and 20-year repayment period. The impact fee calculations include the net present value of the interest and transaction costs of the loans to arrive at a per unit impact fee value. Table 4 summarizes the maximum impact fee by service area.

Table 4 - Maximum Impact Fee by Service Area

Service Area	Projected New Service Units (through 2033)	Maximum Impact Fee per Service Unit
<u>Northeast</u>		
Water	37,660	\$10,023
Wastewater	37,660	<u>1,345</u>
Total		\$11,368
<u>Westside</u>		
Water	5,989	\$3,136
Wastewater	5,989	<u>3,379</u>
Total		\$6,515
<u>Eastside</u>		
Water	11,421	\$14,954
Wastewater	11,421	<u>21,008</u>
Total		\$35,962

Maximum Calculation

The State Impact Fee Statutes require the determination of an “impact fee credit” for the portion of utility service revenues or ad valorem taxes generated by the new service units during the 10-year period. There are two ways to calculate this credit:

- A credit against the impact fee for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of capital improvements, including the payment of debt, that are included in the capital improvements plan; or
- A credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

The City of El Paso does not use ad valorem taxes to assist in paying for utility projects, so the ad valorem language does not apply. A credit recognizing the utility service revenues generated by new service units during the capital program period that is used for the payment of capital improvements, including the payment of debt, that are included in the capital improvements plan is warranted and is what has been used since EPWater first adopted impact fees and is what has been used again in this update.

The calculated credit represents the approximation of the utility service revenue projected to be provided by the new service units that may be used to retire debt issued to fund the CIP upon which the impact fee is based. This rate credit to the impact fee prevents new service units from the potential of double counting or paying twice for utility capital improvements and related debt.

Raftelis conducted an analysis involving two scenarios to comprehend the ramifications of a net impact fee following the application of a credit to the maximum impact fee. Tables 5 through 12 illustrate the impact fee considering a maximum credit of 50 percent. Attachment H presents a schedule displaying the net impact fee under two scenarios: (1) Net Impact Fee after Revenue Credit (8.1% for Water and 20.1% for Wastewater) and (2) Net Impact Fee after Maximum Credit (50% for Water and Wastewater). The option displaying the Net Impact Fee after Maximum Credit, as depicted in Tables 5 through 12, results in lower fees.

Table 5 - Impact Fee Credits per Service Unit Equivalent

Service Area	Water			Wastewater			Total
	Max Impact Fee	Max Credit (50%)	Net Impact Fee	Max Impact Fee	Max Credit (50%)	Net Impact Fee	Net Impact Fee
Northeast	\$10,023	(\$5,012)	\$5,012	\$1,345	(\$672)	\$672	\$5,684
Westside	\$3,136	(\$1,568)	\$1,568	\$3,379	(\$1,689)	\$1,689	\$3,257
Eastside	\$14,954	(\$7,477)	\$7,477	\$21,008	(\$10,504)	\$10,504	\$17,981

Impact Fee Assessment Schedule

The impact fee assessment schedule follows established guidelines in “scaling up” or assessing the impact fee to recognize the greater demands placed on the system from larger connections. As stated above, the incremental method is used to calculate the impact fee for a $\frac{3}{4}$ inch meter or for an equivalent residential unit. For meters $\frac{3}{4}$ inch and larger the American Water Works Association (AWWA) standard ratios are used. These guidelines define the $\frac{3}{4}$ inch meter as one unit, and all other meters as a multiple of the $\frac{3}{4}$ inch meter. These ratios are based on the maximum flow capacities for the various meters. Table 6 displays the Northeast service area impact fees calculated according to AWWA standards; the resulting “Meter Capacity Ratio”.

Table 6 - Northeast Water and Wastewater Impact Fee Assessment Schedule (Net Fee after Credit)

Meter Size	Meter Capacity Ratio	Water	Wastewater	Total
Less than 1-Inch	1.00	\$5,012	\$672	\$5,684
1-Inch	1.67	8,370	1,122	9,492
1 1/2-Inch	3.33	16,690	2,238	18,928
2-Inch	5.33	26,714	3,582	30,296
3-Inch	10.00	50,120	6,720	56,840
4-Inch	16.67	83,550	11,202	94,752
6-Inch	33.33	167,050	22,398	189,448
8-Inch	53.33	\$267,290	\$35,838	\$303,128

Attachment H provides a schedule for all impact fee service areas. Tables 7 through 9 compare the current and calculated water, wastewater, and total impact fees for each service area. It should be noted that the current fees are those adopted in 2009 by the El Paso City Council and is a material factor in the increase in the calculated fees. The Eastside Service Area has the greatest impact, which is attributed to the portion of water projects associated with an Advanced Water Purification Facility and wastewater projects associated with Bustamante Wastewater Treatment Plant.

Table 7 - Northeast Impact Fee Comparison (Net Fee after 50% Credit)

Meter Size	Water		Wastewater		Total		Change in Total Fee	
	Current	Calculated	Current	Calculated	Current	Calculated	\$	%
Less than 1-Inch	\$1,178	\$5,012	\$291	\$672	\$1,469	\$5,684	\$4,215	287%
1-Inch	1,967	8,370	486	1,122	2,453	9,492	\$7,039	287%
1 1/2-Inch	3,921	16,690	969	2,238	4,890	18,928	14,038	287%
2-Inch	6,276	26,714	1,551	3,582	7,827	30,296	22,469	287%
3-Inch	11,775	50,120	2,910	6,720	14,685	56,840	42,155	287%
4-Inch	19,629	83,550	4,851	11,202	24,480	94,752	70,272	287%
6-Inch	39,246	167,050	9,699	22,398	48,945	189,448	140,503	287%
8-Inch	62,796	\$267,290	15,519	\$35,838	78,315	\$303,128	224,813	287%

Table 8 - Westside Impact Fee Comparison Schedule (Net Fee after 50% Credit)

Meter Size	Water		Wastewater		Total		Change in Total Fee	
	Current	Calculated	Current	Calculated	Current	Calculated	\$	%
Less than 1-Inch	\$659	\$1,568	\$927	\$1,689	\$1,586	\$3,257	\$1,671	105%
1-Inch	1,101	2,619	1,548	2,821	2,649	5,439	2,790	105%
1 1/2-Inch	2,195	5,221	3,087	5,624	5,282	10,846	5,564	105%
2-Inch	3,514	8,357	4,941	9,002	8,455	17,360	8,905	105%
3-Inch	6,593	15,680	9,270	16,890	15,863	32,570	16,707	105%
4-Inch	10,990	26,139	15,453	28,156	26,443	54,294	27,851	105%
6-Inch	21,973	52,261	30,897	56,294	52,870	108,556	55,686	105%
8-Inch	35,158	83,621	49,437	90,074	84,595	173,696	\$89,101	105%

Table 9 - East Impact Fee Comparison Schedule (Net Fee after 50% Credit)

Meter Size	Water		Wastewater		Total		Change in Total Fee	
	Current	Calculated	Current	Calculated	Current	Calculated	\$	%
Less than 1-Inch	\$697	\$7,477	\$920	\$10,504	\$1,617	\$17,981	\$16,364	1012%
1-Inch	1,163	12,847	1,537	17,542	2,700	30,028	27,328	1012%
1½-Inch	2,321	24,898	3,065	34,978	5,386	59,877	54,491	1012%
2-Inch	3,714	39,852	4,905	55,986	8,619	95,839	87,220	1012%
3-Inch	6,968	74,770	9,203	105,040	16,171	179,810	163,639	1012%
4-Inch	11,615	124,642	15,341	175,102	26,956	299,743	272,787	1012%
6-Inch	23,223	249,208	30,672	350,098	53,895	599,307	545,412	1012%
8-Inch	37,158	398,748	49,077	560,178	86,235	958,927	872,692	1012%

Tables 10 through 12 provide a comparison of the current impact fees adopted in 2019 and the calculated Net Impact Fee after reducing by the Max Credit. This comparison is acutely relevant due to the dramatic increase in costs since 2019.

Table 10 - Northeast Current versus Calculated

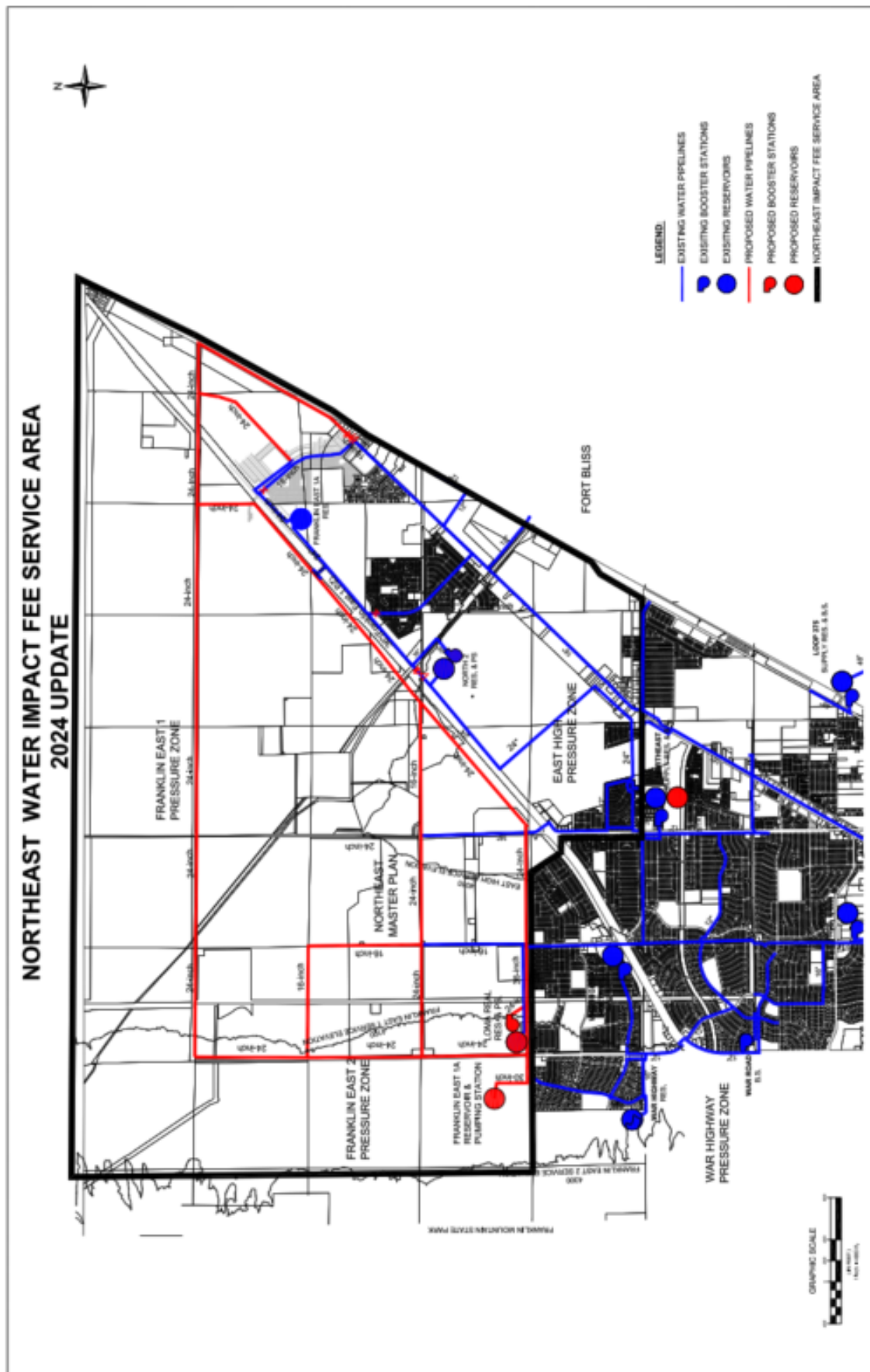
Meter Size	Current	Calculated
Less than 1-Inch	\$1,469	\$5,684
1-Inch	2,453	9,492
1½-Inch	4,890	18,928
2-Inch	7,827	30,296
3-Inch	14,685	56,840
4-Inch	24,480	94,752
6-Inch	48,945	189,448
8-Inch	78,315	\$303,128

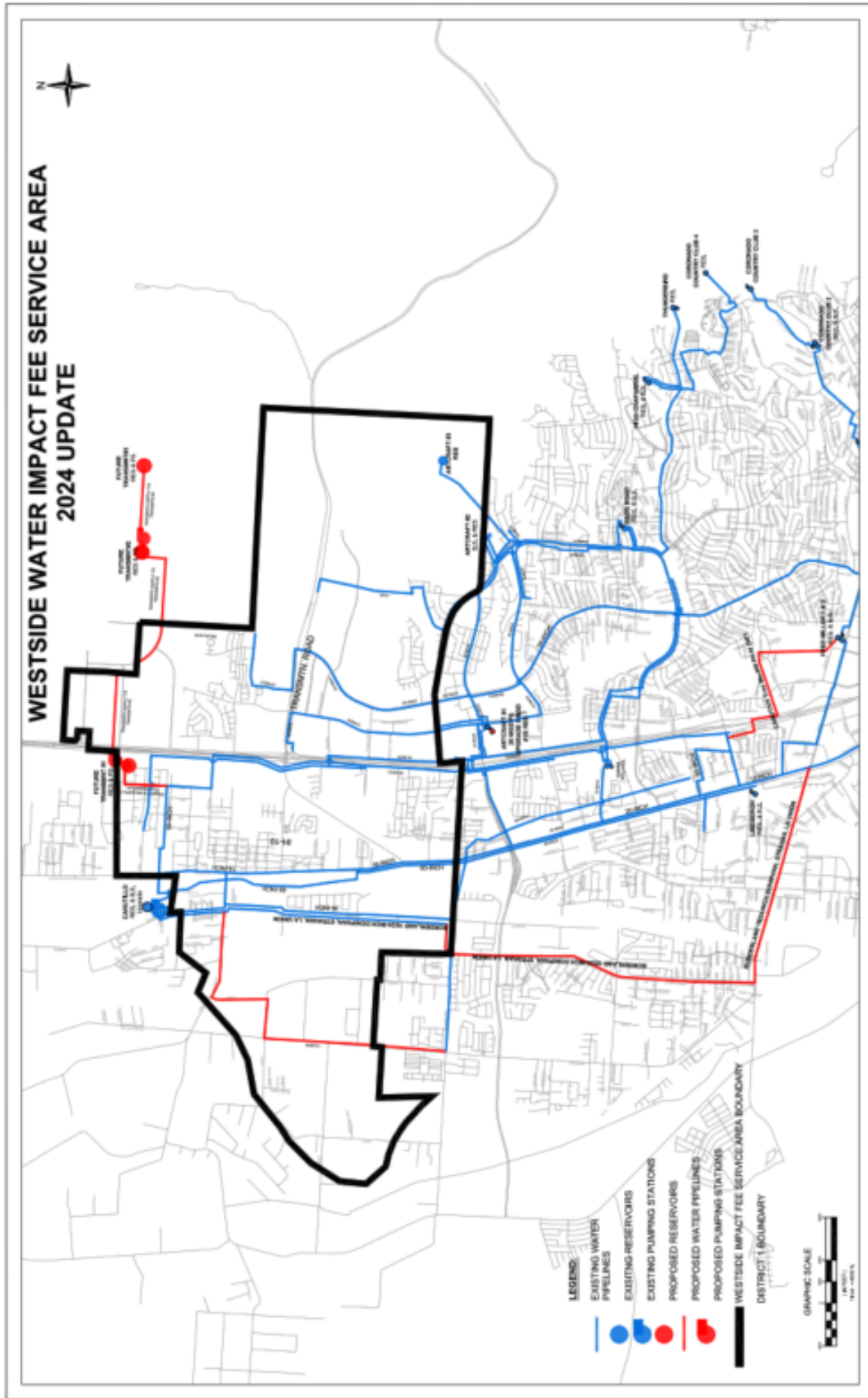
Table 11 - West Current versus Calculated

Meter Size	Current	Calculated
Less than 1-Inch	\$1,586	\$3,257
1-Inch	2,649	5,439
1½-Inch	5,282	10,846
2-Inch	8,455	17,360
3-Inch	15,863	32,570
4-Inch	26,443	54,294
6-Inch	52,870	108,556
8-Inch	84,595	173,696

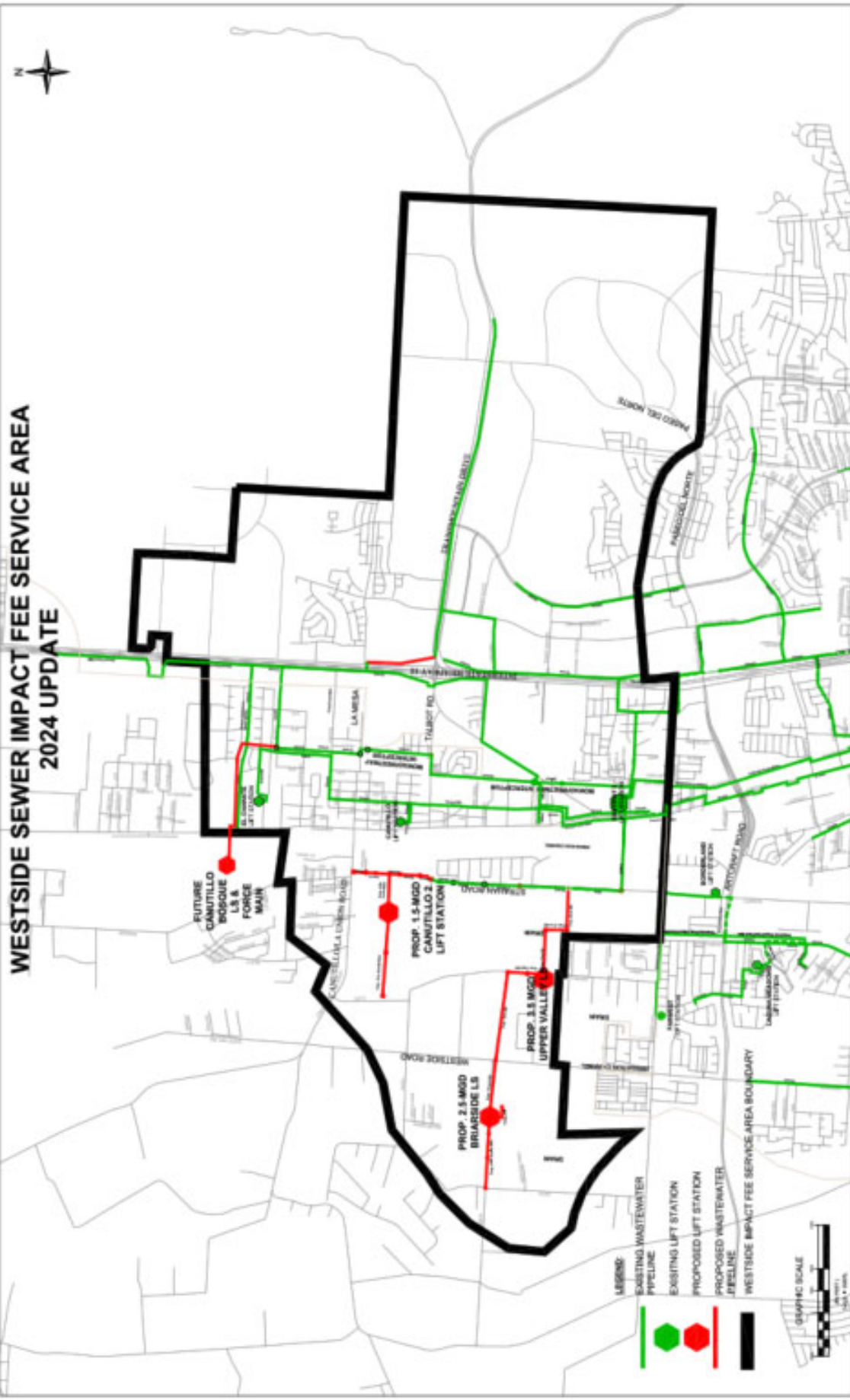
Table 12 - Eastside Current versus Calculated

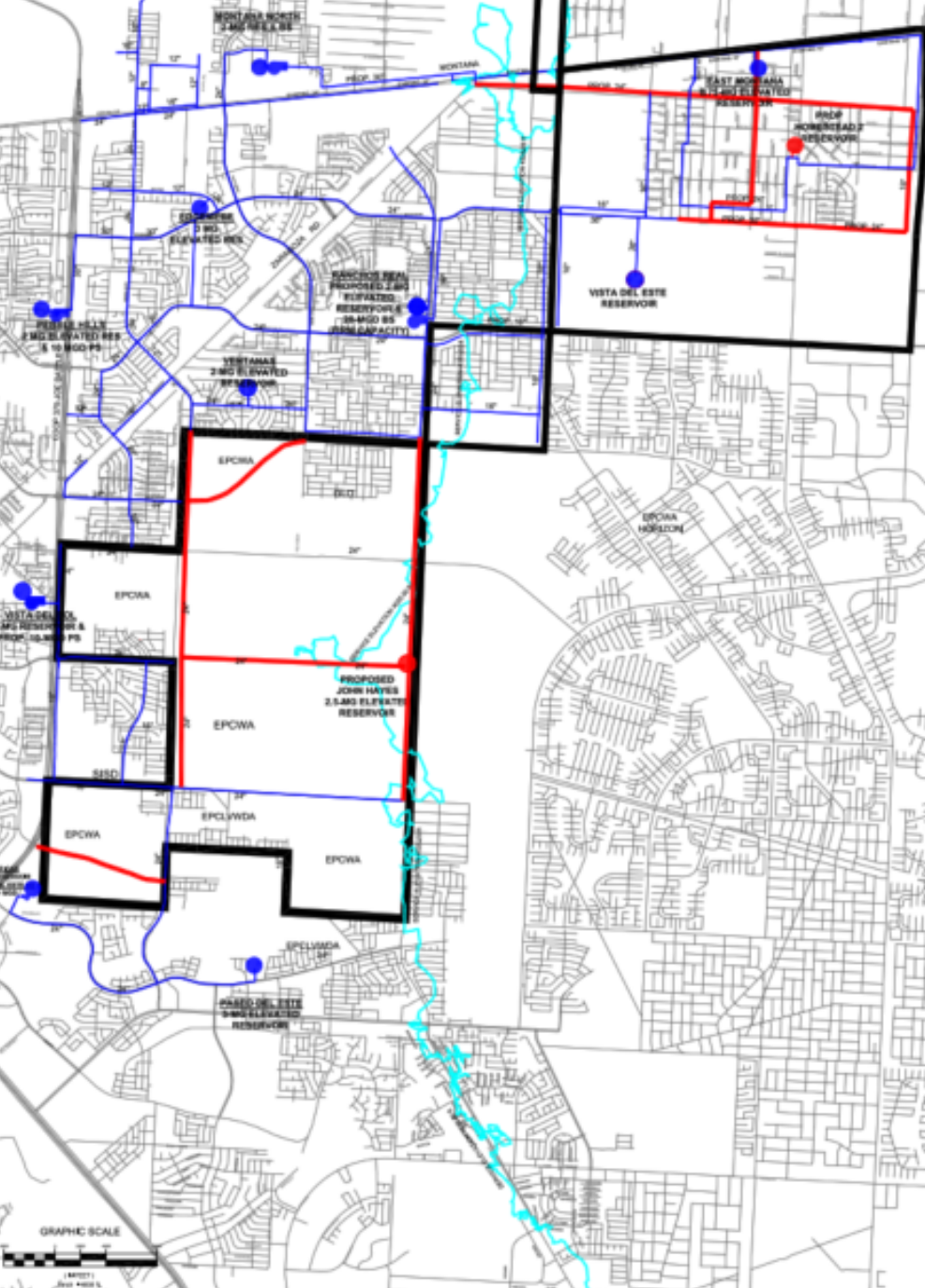
Meter Size	Current	Calculated
Less than 1-Inch	\$1,617	\$17,981
1-Inch	2,700	30,028
1½-Inch	5,386	59,877
2-Inch	8,619	95,839
3-Inch	16,171	179,810
4-Inch	26,956	299,743
6-Inch	53,895	599,307
8-Inch	86,235	958,927





WESTSIDE SEWER IMPACT FEE SERVICE AREA **2024 UPDATE**

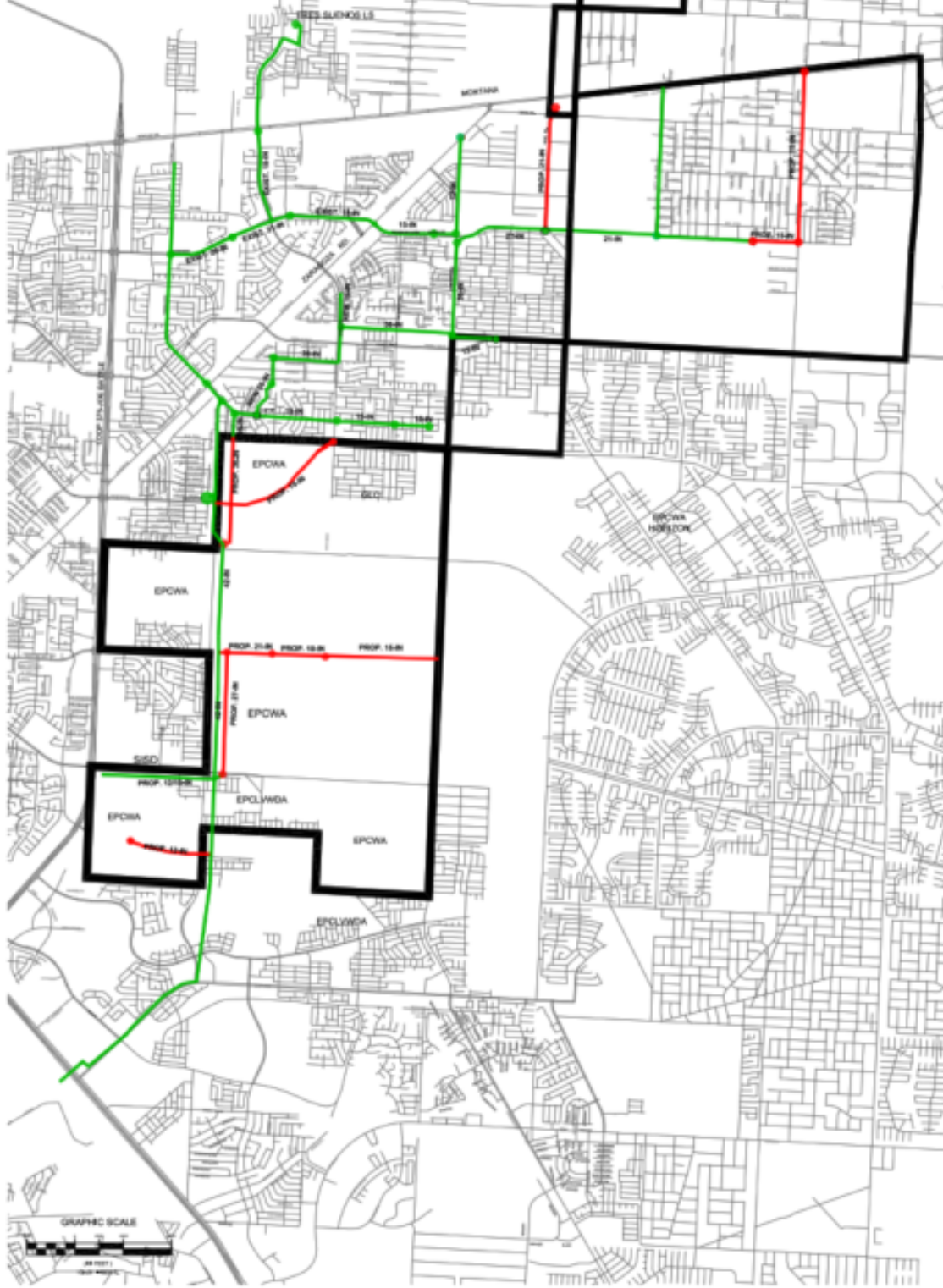




EASTSIDE SEWER IMPACT FEE SERVICE AREA 2024 UPDATE

LEGEND:

- EXISTING SEWER PIPELINES
- EXISTING LIFT STATIONS
- EXISTING TREATMENT PLANT
- PROPOSED SEWER PIPELINES
- PROPOSED LIFT STATIONS
- EASTSIDE IMPACT FEE SERVICE AREA



Attachment B: Land Use Assumptions

Service Area	2033 Share of Development	Total Acreage	Non-Residential								Conventional Residential					Mixed Use
			Transportation	Commercial	Industrial	Parkland	Floodplain	Open Space	Undeveloped	Institutional/Utilities	Low	Medium	Medium-High	High	Total	
Northeast																
01 Northeast MP	80%	4,835	99	300		255		968	20	453					0	2,740
05A Northwest Fort Bliss A	25%	4,812	260	5	2,098	38		229		823		775	229	51	1,055	304
05B Northwest Fort Bliss B	50%	4,929	446	304	1,371	9		348		95		172	1,649	37	1,858	498
05C Northwest Fort Bliss C	10%	4,520	154		2,201	23		51		1,788		303			303	
Northeast Subtotal		19,096	959	609	5,670	325	0	1,596	20	3,159	0	1,250	1,878	88	3,216	3,542
Westside																
02 Westside MP	7%	1,589	91					1,483		15					0	
03A Northwest Vinton A	20%	294	58	105						52		79			79	
03E I-10375 MP	60%	1,132	71	220	20	34	57	50		30		581		9	590	60
04A Northwest Artcraft A	20%	1,639	75	52		4		106	150			1,252			1,252	
04B Northwest Artcraft B	30%	807	38	36		6		17		16		694			694	
04C Northwest Artcraft C	50%	159	15	5	26				16	3	17	77			94	
04D Northwest Artcraft D	90%	218	25	11			3		22			147		10	157	
04E Canutillo	95%	801	133	141	42				10	49		371	21	34	426	
02B (Other)	80%	2,348	315	622	318					200		826	24	43	893	
Westside Subtotal		8,987	821	1,192	406	44	60	1,656	198	365	17	4,027	45	96	4,185	60
Eastside																
08B Eastside	40%	4,826	509	471	802	186		23	228	39		167	2,388	13	2,568	
12 South Montana	80%	2,919	347	247	138				242	121		1,716	38	70	1,824	
12B South Montana B	90%	785	98	77	99	20				47		25	419		444	
06 South Fort Bliss	70%	118	3		22							93			93	
08 East Battle	60%	2,826	440	166	308	40			370	81		740	681		1,421	
10B South Fort Bliss B	70%	538	21									45	472		517	
Eastside Subtotal		12,012	1,418	961	1,369	246	0	23	840	288	0	2,786	3,998	83	6,867	0
Total		40,095	3,198	2,762	7,445	615	60	3,275	1,058	3,812	17	8,063	5,921	267	14,268	3,602

Attachment B: Land Use Cont.

Service Area	Build-Out Non-Residential Service Units			Build-Out Conventional Service Units					Mixed Use	Build-Out Residential	Build-Out Non-Residential
	Commercial	Institutional	Industrial	Low	Medium	Medium-High	High	Total	Mixed Use		
Northeast								0			
01 Northeast MP	2,175		-	-	-	-	-	0	16,440	16,440	2,175
05A Northwest Fort Bliss A	36		15,211	-	3,488	1,374	459	5,321	1,824	7,145	15,247
05B Northwest Fort Bliss B	2,204		9,940	-	774	9,894	333	11,001	2,988	13,989	12,144
05C Northwest Fort Bliss C	-		15,957	-	1,364	-	-	1,364	0	1,364	15,957
Northeast Subtotal	4,415	0	41,108	0	5,625	11,268	792	17,685	21,252	38,937	45,523
Westside											
02 Westside MP	-		-	-	-	-	-	-	-	-	-
03A Northwest Vinton A	761		-	-	356	-	-	356	-	356	761
03E I-10375 MP	1,595		145	-	2,615	-	540	3,155	360	3,515	1,740
04A Northwest Artcraft A	377		-	-	5,634	-	-	5,634	-	5,634	377
04B Northwest Artcraft B	261		-	-	3,123	-	-	3,123	-	3,123	261
04C Northwest Artcraft C	36		189	34	347	-	-	381	-	381	225
04D Northwest Artcraft D	80		-	-	662	-	90	752	-	752	80
04E Canutillo	935		305	-	1,670	126	306	2,102	-	2,102	1,240
02B Other	4,510		2,306	-	3,717	144	387	4,248	-	4,248	6,815
Westside Subtotal	8,555	-	2,944	34	18,122	270	1,323	19,749	360	20,109	11,498
Eastside											
08B Eastside	3,415		5,815	-	752	14,328	117	15,197	-	15,197	9,229
12 South Montana	1,791		1,001	-	7,722	228	630	8,580	-	8,580	2,791
12B South Montana B	558		718	-	113	2,514	-	2,627	-	2,627	1,276
06 South Fort Bliss	-		160	-	419	-	-	419	-	419	160
08 East Battle	1,204		2,233	-	3,330	4,086	-	7,416	-	7,416	3,437
10B South Fort Bliss B	-		-	-	203	2,832	-	3,035	-	3,035	-
Eastside Subtotal	6,967	-	9,925	-	12,537	23,988	747	37,272	-	37,272	16,893
Total	19,937	-	53,976	34	36,284	35,526	2,862	74,706	21,612	96,318	73,914

Attachment B: Land Use Cont.

Residential Land Use Type	Residential Service Units per Acre
Conventional Residential Zones	
Low Density	2.0
Medium Density	4.5
Medium High Density	6.0
High Density	9.0
SmartCode Zone¹	
T-3 Sub-Urban Zone	6.0
T-4 General Urban Zone	15.0
T-40 General Urban Zone - Open	20.0
T-5 Urban Center Zone	24.0
Northeast Retirement General Mixed Use Zone²	
Context Zone 3	3.6
Context Zone 4	6.4
Context Zone 5	15.0
Northeast General Mixed Use Zone³	
Low Residential Density	3.5
Low ¹ Residential Density	5.5
Medium Residential Density	7.2
High Residential Density	12.0
Enchanted Hills Residential Mixed Use Zone⁴	
Single Family	4.0
Duplex	6.0
Triplex	8.0
Quadruplex	10.0
Apartments	14.0

¹Applied to Northeast properties zoned SmartCode.

²Applied to the Northeast master planned area intended to house a retirement community.


³Applied to the remaining Northeast master planned area zoned General Mixed Use.

⁴Applied to the privately owned Enchanted Hills development zoned Residential Mixed Use.



Date: December 20, 2023

To: Andrew Rheem
Raftelis Financial Consultants, Inc.

From: Adriana L. Castillo., P.E. 
Utility Engineering Division Manager

Re: Water and Wastewater Capital Improvements Plan– 2024 Impact Fee update

In preparation for the 2024 Impact Fee Update and in accordance with the Texas State Statutes, Local Government Code, Chapter 395, attached please find a description of the proposed Capital Improvements Plan for the El Paso Water Utilities.

Attachment C contains a narrative description of the proposed 10-year capital improvements plan necessitated by and attributed to new development per service area.

Attachment D contains a list of the proposed 10-year capital improvements plan costs necessitated by and attributed to new development per service area.

Maps depicting the proposed water and wastewater capital improvements plan for the three (3) service areas

This information provides the capital improvements plan and costs required to complete the 2024 update and meet the letter and intent of the Texas State Statutes.

Please feel free to contact me with any questions.



12/20/23

A handwritten signature in blue ink that reads "Adriana Castillo".

Associated Capital Improvement Water Facilities

WATER SUPPLY AND TREATMENT SYSTEM

ADVANCED WATER PURIFICATION FACILITY – The efforts by EPWater to continue to diversify the City’s water supply portfolio will allow growth demand in the eastside to be met by the Advanced Water Purification Facility producing 10 MGD. The facility includes the wells and blending lines to comply with adequate water quality standards.

KBH EXPANSION Phase 1–In order to meet growth demand in the eastside and northeast, the KBH desalination facility will be expanded to provide an additional 5.0 MGD. The facility expansion includes a new Reverse Osmosis skid and concentrate pipelines.

RESERVOIRS

LOMA REAL A proposed 5.0 MG ground storage tank to meet demand on the East High Pressure Zone and provide suction for the Loma Real Pump Station that will pump water to the proposed Franklin East 1 B reservoir.

FRANKLIN EAST #1B - A proposed 3.0 MG ground storage tank to serve the Franklin East 1 Pressure Zone. The tank is needed to meet future growth development of the areas east of War Highway and to the State line.

TRANSMOUNTAIN NORTHWEST #1A – A proposed 4.0 MG ground storage tank north of Transmountain on the Westside, at the same overflow elevation of Artcraft No. 1, to meet anticipated growth and provide suction storage for the proposed Transmountain Northwest 1 pump station.

TRANSMOUNTAIN NORTHWEST #2A – A proposed 3.0 MG tank north of Transmountain on the Westside, at the same overflow elevation of Artcraft No. 2, to meet anticipated growth.

TRANSMOUNTAIN NORTHWEST #3 – A proposed 1.0 MG tank north of Transmountain on the Westside, at the same overflow elevation of Artcraft No. 3, to meet anticipated growth.

NORTHEAST STATION WELL SUPPLY TANK – A new 2.0 MG ground storage supply tank in Northeast El Paso, adjacent to the Northeast Booster Station. This tank is needed to augment the existing storage capacity of the Northeast Well production system, and to accommodate future supply from the Sherman Well Field. This storage tank will also allow for additional pumping capacity to be installed at the Northeast Booster Station for pumping into the East High Pressure Zone and upper Franklin East Pressure Zone pumping, related future growth.

HOMESTEAD II – A proposed 2.5 MGD elevated storage tank to provide service on the Eastside south of the Montana Ave. corridor to meet demand for future growth on the East Montana Pressure Zone.

JOHN HAYES/VISTA DEL SOL – A proposed 2.5 MGD elevated storage tank to provide service on the Eastside east of Loop 375 to meet demand for future growth on the Joe Battle Pressure Zone.

DISTRIBUTION PUMPING EQUIPMENT

ARTCRAFT #1 NW – A 20.0 MGD pumping station located at Northwestern and Paseo Del Norte (Artcraft Rd) in Northwest El Paso, was completed in late 2002 and will supply Artcraft #2 Reservoir. An additional 5.0 MGD will be added to meet growth demands.

TRANSMOUNTAIN NORTHWEST #1 PUMP STATION – A proposed 3.0 MGD pump station north of Transmountain on the Westside, to pump from Transmountain #1 tank to Transmountain #2 tank to meet growth demand.

TRANSMOUNTAIN NORTHWEST #2 PUMP STATION – A proposed 1.0 MGD pump station north of Transmountain on the Westside, to pump from Transmountain #2 tank to Transmountain #3 tank to meet growth demand.

LOMA REAL Pump station to be located at the Loma Real tank site with an initial 6.0 MGD capacity which will provide pumping to supply the Franklin East 1 B reservoir.

DISTRIBUTION LINES

CANUTILLO/UV TRANSMISSION MAIN - NORTHWEST PHASE IV – Part of an existing major system of large diameter pipelines that extends and delivers water supply from the Canutillo Well Field and the Upper Valley Treatment Plant to the Westside area.

SUPPLY LINE TO TRANSMOUNTAIN#1 TANK- A proposed 48-inch diameter transmission main on the Westside, from the Canutillo 60" diameter main to the Transmountain Northwest #1A tank, to meet growth.

TRANSMOUNTAIN NW SUPPLY TO TRANSMOUNTAIN #1 - A proposed transmission main on the Westside, from the Transmountain Northwest #1 pump station to the Transmountain Northwest Tank 2 to meet growth demand.

TRANSMOUNTAIN NW SUPPLY TO TRANSMOUNTAIN #2 - from the Transmountain Northwest #2 pump station to the Transmountain Northwest Tank 3 to meet growth demand.

UPPER VALLEY BORDERLAND SYSTEM Part of the Westside upgrades to meet future growth the project consists of the installation of a 36-inch transmission main, part of the system of large diameter pipelines that extends and delivers water supply on the Westside area.

EASTSIDE PLANNED SERVICE AREA (PSA) – Proposed transmission main lines necessary to serve areas east of Loop 375. Extensions of transmission mains associated with the construction of future elevated tanks. This item provides the backbone for the water distribution to meet demand.

CANUTILLO- LA UNION/WESTSIDE SYSTEM – Proposed transmission mains necessary to serve areas generally located north of Borderland Road and West of Strahan Road to provide water distribution to serve future growth.

MONTANA EAST SUPPLY LINES– Water distribution mains that have been conceptually planned to provide service on the Eastside, south of the Montana Ave. corridor. This item considers the mains that create a backbone network of water transmission mains (16-inch to 24-inch) to supply these areas.

DYER / RR WATER LINES – A series of planned water mains to convey water to the far northeast part of the city. The proposed pipeline will tie into the Franklin East Distribution Line near the intersection of Stan Roberts Dr. and US-54.

NE FRANKLIN SYSTEM LINES – A network of water distribution mains, generally 16-inch to 24-inch, to be constructed within the Franklin East #1 Pressure Zone service areas in response to and in step with growth.

FRANKLIN EAST DISTRIBUTION LINES – Water distribution mains, generally 24-inch to be constructed within the Franklin East #1 Pressure Zones service area located in the vicinity of Stan Roberts Drive and US54.

Associated Capital Improvement Wastewater Facilities

COLLECTION LINES

NE DYER/RR INTERCEPTOR - Gravity sewer line extending near Stan Roberts Drive and Dyer St. that convey wastewater flows to the Fred Hervey Reclamation Plant. This system will service future development in the Northeast.

OTHER EAST INTERCEPTORS (Area 8 East) – Gravity sewer interceptors related to development east of Zaragoza and Loop 375 for the area commonly known as Montana Vista and adjacent growth areas.

LOOP 375 EAST INTERCEPTOR SYSTEM - These multi-phase, multi-year gravity sewer interceptors will serve areas east of Loop 375. All interceptors in this program will ultimately transport flow to the Bustamante Wastewater Treatment Plant via the Eastside Interceptor System already constructed.

TRANSMOUNTAIN NORTHWEST INTERCEPTORS – Proposed gravity sewer interceptors necessary to serve areas north of Transmountain Road and east of IH-10 on the Westside to meet growth.

NE INTERCEPTOR SYSTEM – Gravity sanitary sewer interceptors to include relief lines to convey wastewater flows from land in the Northeast area. The sanitary sewer pipeline will extend from north of US-54, and south crossing US-54 to the existing Grouse Street Lift Station or the Dyer Railroad Lift Station. The wastewater will ultimately be treated at the Fred Hervey Water Reclamation Plant. This is a multi-year, multi-phase project.

NE FRANKLIN SYSTEM – Pipeline designed to collect and convey wastewater flows from the proposed Northeast Service Area. Flows will be collected from near the Texas-New Mexico border, to include the Sean Haggerty Interceptor and conveying flows to the existing Grouse Street Lift Station, where the wastewater will ultimately be treated at the Fred Hervey Water Reclamation Plant. This is a multi-year, multi-phase project.

PUMPING STATIONS AND FORCE MAINS

UPPER VALLEY THREE LIFT STATIONS – A series of lift stations (1.5, 2.5, 3.5 MGD) proposed for new developments north of Borderland Rd. along the Strahan Rd. corridor. These stations will ultimately discharge into the Strahan Interceptor that will extend and connect into the Easy Way II Lift Station.

CANUTILLO BOSQUE LIFT STATION – Pro-rated lift station capacity needed for portion of the service area located north of Canutillo – La Union. This station flows will ultimately discharge into the Mowad Interceptor and connect into the Easy Way II Lift Station.

TREATMENT PLANT EXPANSION

BUSTAMANTE WWTP EXPANSION – Multi-approach construction project to expand the capacity of the Bustamante Wastewater Treatment Plant from 39.0 MGD to 51.0 MGD.

Attachment D: Capital Improvement Plan Cost Projection

ATTACHMENT D Water and Wastewater Impact Fee Study Proposed Capital Improvements and Costs

Northeast Service Area - Water		Capital Cost
<u>Water Supply and Treatment System</u>		
KBH Expansion Phase 1 (2.5 MG)		\$ 17,000,000
Subtotal:		\$ 17,000,000
<u>Water Distribution System</u>		
Reservoirs		
Loma Real Tank - Ground (5 MG)		\$ 15,000,000
Franklin East 1B - Ground (3 MG)		\$ 9,000,000
NE Station Well Supply Tank (2 MG)		\$ 6,000,000
Subtotal:		\$ 30,000,000
Distribution Pumping Equipment		
Loma Real Pump Station (6 MGD)		\$ 22,000,000
Subtotal:		\$ 22,000,000
Distribution Lines		
Dyer/RR Waterline		\$ 2,300,000
Franklin East Distribution		\$ 6,800,000
NE Franklin System		\$ 37,000,000
Subtotal:		\$ 46,100,000
Total Water CIP		\$ 115,100,000

Northeast Service Area - Wastewater		Capital Cost
<u>Wastewater Treatment System</u>		
No wastewater treatment CIP proposed		\$ -
<u>Collection System</u>		
Lines		
NE Dyer/RR Interceptor		\$ 10,300,000
NE Interceptor System		\$ 26,000,000
NE Franklin		\$ 6,000,000
Subtotal:		\$ 42,300,000
Total Wastewater CIP		\$ 42,300,000

ATTACHMENT D (continued)
Water and Wastewater Impact Fee Study
Proposed Capital Improvements and Costs

Westside Service Area - Water		Capital Cost
<u>Water Supply and Treatment System</u>		
No water supply or treatment system CIP proposed	\$	-
<u>Water Distribution System</u>		
Reservoirs		
TransMountain NW #1A (4 MG)	\$	12,000,000
TransMountain NW #2A (3 MG)	\$	9,000,000
TransMountain NW #3 (1 MG)	\$	3,000,000
Subtotal:	\$	24,000,000
Distribution Pumping Equipment		
Artcraft #1-NW-WFMP	\$	7,500,000
TransMountain NW #1 Pump Station (3 MGD)	\$	6,000,000
TransMountain NW#2 Pump Station (1 MGD)	\$	2,000,000
Subtotal:	\$	15,500,000
Distribution Lines		
48" Supply Line to TransMountain #1 Tank	\$	5,000,000
Canutillo/UV Mn NWPH IV (36" Thorn)	\$	18,500,000
36" TransMountain #1 BS to TransMountain #2 Tank	\$	8,000,000
24" TransMountain #2 BS to TransMountain #3 Tank	\$	4,000,000
Upper Valley Borderland 36" Phase 2A	\$	35,500,000
Upper Valley Borderland 36" Phase 4	\$	21,600,000
16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 1	\$	2,000,000
16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 2	\$	3,000,000
16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 3	\$	3,000,000
Subtotal:	\$	100,600,000
Total Water CIP	\$	140,100,000
Westside Service Area - Wastewater		Capital Cost
<u>Wastewater Treatment System</u>		
No wastewater treatment CIP proposed	\$	-
<u>Collection System</u>		
Lines		
TransMountain NW Interceptors	\$	2,500,000
Subtotal:	\$	2,500,000
Pumping & Force Mains		
Upper Valley 3 LS (1.5+3.5+2.5 MGD) and Force Mains	\$	50,000,000
Canutillo/Bosque LS (Schuman & Wester Village)	\$	300,000
Subtotal:	\$	50,300,000
Total Wastewater CIP	\$	52,800,000

ATTACHMENT D (continued)
Water and Wastewater Impact Fee Study
Proposed Capital Improvements and Costs

Eastside Service Area - Water		Capital Cost
<u>Water Supply and Treatment System</u>		
KBH Phase 2 (2.5 MG)		\$ 17,000,000
Advanced Water Purification Facility (8 MG)		\$ 173,000,000
Subtotal:		\$ 190,000,000
<u>Water Distribution System</u>		
Reservoirs		
Homestead II Tank (2.5 MG)		\$ 15,000,000
John Hayes (2.5 MG)		\$ 15,000,000
Subtotal:		\$ 30,000,000
Distribution Lines		
Eastside Planned Service Area		\$ 25,500,000
Montana East Supply Line Area (E&W, N&S, Darrington)		\$ 21,000,000
Subtotal:		\$ 46,500,000
Total Water CIP		266,500,000

Eastside Service Area - Wastewater		Capital Cost
<u>Wastewater Treatment System</u>		
Bustamante WWTP (Expansion 39 to 51 MGD)		\$ 605,100,000
<u>Collection System</u>		
Lines		
Other Interceptors (Area 8 East)		\$ 12,700,000
Loop 375 East Interceptor System		\$ 14,300,000
Subtotal:		\$ 27,000,000
Pumping & Force Mains		
No wastewater pumping & force main CIP proposed		-
Total Wastewater CIP		\$ 632,100,000

Attachment E Impact Fee Calculation by Service Area

ATTACHMENT E Water and Wastewater Impact Fee Study Northeast Service Area

Water Service Unit Flows (Max Day) 688 gpd

Line No.	Northeast Service Area - Water	Capital Cost	Capacity (MGD)	Total Service Units	Unit Cost of Capacity	Weighted Average
Water Supply and Treatment System						
1	KBH Expansion Phase 1 (2.5 MG)	\$ 17,000,000	2.50	3,634	\$ 4,678	\$ 4,678
	Subtotal	\$ 17,000,000		3,634		
Debt Issued						
2	KBH Expansion Phase 1 (2.5 MG)	\$ 6,050,000				
	Subtotal	\$ 6,050,000				
NPV of Interest						
3	KBH Expansion Phase 1 (2.5 MG)	\$ 2,564,902	2.50	3,634	706	\$ 706
	Subtotal	\$ 2,564,902		3,634		
Reservoirs						
4	Loma Real Tank - Ground (5 MG)	\$ 15,000,000	5.00	14,535	\$ 1,032	
5	Franklin East 1B - Ground (3 MG)	\$ 9,000,000	3.00	8,721	\$ 1,032	
6	NE Station Well Supply Tank (2 MG)	\$ 6,000,000	2.00	5,814	\$ 1,032	\$ 1,032
	Subtotal	\$ 30,000,000		29,070		
Debt Issued						
7	Loma Real Tank - Ground (5 MG)	\$ 5,335,000				
8	Franklin East 1B - Ground (3 MG)	\$ 3,205,000				
9	NE Station Well Supply Tank (2 MG)	\$ 2,135,000				
	Subtotal	\$ 10,675,000				
NPV of Interest						
10	Loma Real Tank - Ground (5 MG)	\$ 2,261,777	5.00	14,535	\$ 156	
11	Franklin East 1B - Ground (3 MG)	\$ 1,358,762	3.00	8,721	\$ 156	
12	NE Station Well Supply Tank (2 MG)	\$ 905,135	2.00	5,814	\$ 156	\$ 156
	Subtotal	\$ 4,525,674		29,070		
Distribution Pumping Equipment						
13	Loma Real Pump Station (6 MGD)	\$ 22,000,000	6.00	8,721	\$ 2,523	\$ 2,523
	Subtotal	\$ 22,000,000		8,721		
Debt Issued						
14	Loma Real Pump Station (6 MGD)	\$ 7,825,000				
	Subtotal	\$ 7,825,000				
NPV of Interest						
15	Loma Real Pump Station (6 MGD)	\$ 3,317,414	6.00	8,721	\$ 380	\$ 380
	Subtotal	\$ 3,317,414		8,721		
Distribution Lines						
16	Dyer/RR Waterline	\$ 2,300,000	28.00	40,698	\$ 57	
17	Franklin East Distribution	\$ 6,800,000	28.00	40,698	\$ 167	
18	NE Franklin System	\$ 37,000,000	28.00	40,698	\$ 909	\$ 378
	Subtotal	\$ 46,100,000		122,093		
Debt Issued						
20	Dyer/RR Waterline	\$ 820,000				
21	Franklin East Distribution	\$ 2,420,000				
22	NE Franklin System	\$ 13,160,000				
23	0	\$ -				
	Subtotal	\$ 16,400,000				
NPV of Interest						
24	Dyer/RR Waterline	\$ 347,640			\$ 171	
25	Franklin East Distribution	\$ 1,025,961	28.00	40,698	\$ 171	
26	NE Franklin System	\$ 5,579,191			\$ 171	\$ 171
27	0	\$ -			\$ 171	
	Subtotal	\$ 6,952,792		40,698		
28	Maximum Water Impact Fee - Northeast Service Area (Capital and Financing)					\$ 10,023

ATTACHMENT E (continued)
Water and Wastewater Impact Fee Study
Northeast Service Area

Wastewater Service Unit Flows (Max Day)		341		gpd			
Line No.	Northeast Service Area - Wastewater	Capital Cost	Capacity (MGD)	Total Service Units	Unit Cost of Capacity	Weighted Average	
Collection System							
Lines							
29	NE Dyer/RR Interceptor	\$ 10,300,000	4.55	13,343	\$ 772		
30	NE Interceptor System	\$ 26,000,000	5.38	15,777	\$ 1,648		
31	NE Franklin	\$ 6,000,000	3.71	10,880	\$ 551	\$	1,058
	Subtotal	\$ 42,300,000		40,000			
Debt Issued							
32	NE Dyer/RR Interceptor	\$ 6,595,000					
33	NE Interceptor System	\$ 1,335,638					
34	NE Franklin	\$ 308,533					
	Subtotal	\$ 8,239,171					
NPV of Interest							
35	NE Dyer/RR Interceptor	\$ 2,795,955	4.55	13,343	\$ 210		
36	NE Interceptor System	\$ 7,056,660	5.38	15,777	\$ 447		
37	NE Franklin	\$ 1,630,091	3.71	10,880	\$ 150	\$	287
	Subtotal	\$ 11,482,705		40,000			
38	Maximum Wastewater Impact Fee - Northeast Service Area (Capital and Financing)					\$	1,345
39	Maximum Northeast Water and Wastewater Impact Fee					\$	11,368

ATTACHMENT E (continued)
Water and Wastewater Impact Fee Study
Westside Service Area

Water Service Unit Flows (Max Day)

688 gpd

Line No.	Westside Service Area	Capital Cost	Capacity (MGD)	Total Service Units	Unit Cost of Capacity	Weighted Average
Reservoirs						
1	TransMountain NW #1A (4 MG)	\$ 12,000,000	4.00	11,628	\$ 1,032	\$1,032
2	TransMountain NW #2A (3 MG)	\$ 9,000,000	3.00	8,721	\$ 1,032	
3	TransMountain NW #3 (1 MG)	\$ 3,000,000	1.00	2,907	\$ 1,032	
	Subtotal	\$ 24,000,000		23,256		
Debt Issued						
4	TransMountain NW #1A (4 MG)	\$ 4,270,000				
5	TransMountain NW #2A (3 MG)	\$ 3,205,000				
6	TransMountain NW #3 (1 MG)	\$ 1,070,000				
	Subtotal	\$ 8,545,000				
NPV of Interest						
7	TransMountain NW #1A (4 MG)	\$ 1,810,270	4.00	11,628	\$ 156	\$156
8	TransMountain NW #2A (3 MG)	\$ 1,358,762	3.00	8,721	\$ 156	
9	TransMountain NW #3 (1 MG)	\$ 453,627	1.00	2,907	\$ 156	
	Subtotal	\$ 3,622,659		23,256		
Distribution Pumping Equipment						
10	Artcraft #1-NW-WFMP	\$ 7,500,000	5.00	7,267	\$ 1,032	\$1,185
11	TransMountain NW #1 Pump Station (3 MGD)	\$ 6,000,000	3.00	4,360	\$ 1,376	
12	TransMountain NW#2 Pump Station (1 MGD)	\$ 2,000,000	1.00	1,453	\$ 1,376	
	Subtotal	\$ 15,500,000		13,081		
Debt Issued						
13	Artcraft #1-NW-WFMP	\$ 2,670,000				
14	TransMountain NW #1 Pump Station (3 MGD)	\$ 2,135,000				
15	TransMountain NW#2 Pump Station (1 MGD)	\$ 715,000				
	Subtotal	\$ 5,520,000				
NPV of Interest						
16	Artcraft #1-NW-WFMP	\$ 1,131,948	5.00	7,267	\$ 156	\$179
17	TransMountain NW #1 Pump Station (3 MGD)	\$ 905,135	3.00	4,360	\$ 208	
18	TransMountain NW#2 Pump Station (1 MGD)	\$ 303,125	1.00	1,453	\$ 209	
	Subtotal	\$ 2,340,208		13,081		
Distribution Lines						
19	48" Supply Line to TransMountain #1 Tank	\$ 5,000,000	40.00	58,140	\$ 86	\$508
20	Canutillo/UV Mn NWPH IV (36" Thorn)	\$ 18,500,000	22.00	31,977	\$ 579	
21	36" TransMountain #1 BS to TransMountain #2 Tank	\$ 8,000,000	22.00	31,977	\$ 250	
22	24" TransMountain #2 BS to TransMountain #3 Tank	\$ 4,000,000	5.00	7,267	\$ 550	
23	Upper Valley Borderland 36" Phase 2A	\$ 35,500,000	22.00	31,977	\$ 1,110	
24	Upper Valley Borderland 36" Phase 4	\$ 21,600,000	6.30	9,157	\$ 2,359	
25	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 1	\$ 2,000,000	6.30	9,157	\$ 218	
26	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 2	\$ 3,000,000	6.30	9,157	\$ 328	
27	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 3	\$ 3,000,000	6.30	9,157	\$ 328	
	Subtotal	\$ 100,600,000		197,965		
Debt Issued						
28	48" Supply Line to TransMountain #1 Tank	\$ 1,780,000				
29	Canutillo/UV Mn NWPH IV (36" Thorn)	\$ 6,580,000				
30	36" TransMountain #1 BS to TransMountain #2 Tank	\$ 2,845,000				
31	24" TransMountain #2 BS to TransMountain #3 Tank	\$ 1,425,000				
32	Upper Valley Borderland 36" Phase 2A	\$ 12,625,000				
33	Upper Valley Borderland 36" Phase 4	\$ 7,685,000				
34	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 1	\$ 715,000				
35	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 2	\$ 1,070,000				
36	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 3	\$ 1,070,000				
	Subtotal	\$ 35,795,000				
NPV of Interest						
37	48" Supply Line to TransMountain #1 Tank	\$ 754,632	40.00	58,140	\$ 13	\$77
38	Canutillo/UV Mn NWPH IV (36" Thorn)	\$ 2,789,596	22.00	31,977	\$ 87	
39	36" TransMountain #1 BS to TransMountain #2 Tank	\$ 1,206,140	22.00	31,977	\$ 38	
40	24" TransMountain #2 BS to TransMountain #3 Tank	\$ 604,130	5.00	7,267	\$ 83	
41	Upper Valley Borderland 36" Phase 2A	\$ 5,352,378	22.00	31,977	\$ 167	
42	Upper Valley Borderland 36" Phase 4	\$ 3,258,061	6.30	9,157	\$ 356	
43	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 1	\$ 303,125	6.30	9,157	\$ 33	
44	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 2	\$ 453,627	6.30	9,157	\$ 50	
45	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 3	\$ 453,627	6.30	9,157	\$ 50	
	Subtotal	\$ 15,175,316		197,965		
46	Maximum Water Impact Fee - Westside Service Area (Capital and Financing)					\$ 3,136

ATTACHMENT E (continued)
Water and Wastewater Impact Fee Study
Westside Service Area

Wastewater Service Unit Flows (Max Day)

341 gpd

Line No.	Westside Service Area	Capital Cost	Capacity (MGD)	Total Service Units	Unit Cost of Capacity	Weighted Average
Lines						
47	TransMountain NW Interceptors	\$ 2,500,000	2.04	5,982	\$ 418	
	Subtotal	\$ 2,500,000		5,982		\$ 418
Debt Issued						
48	TransMountain NW Interceptors	\$ 1,605,000				
	Subtotal	\$ 1,605,000				
NPV of Interest						
49	TransMountain NW Interceptors	\$ 680,441	2.04	5,982	\$ 114	
	Subtotal	\$ 680,441		5,982		114
Pumping & Force Mains						
50	Upper Valley 3 LS (1.5+3.5+2.5 MGD) and Force Mains	\$ 50,000,000	7.50	21,994	\$ 2,273	
51	Canutillo/Bosque LS (Schuman & Wester Village)	\$ 300,000	0.16	469	\$ 639	2,239
	Subtotal	\$ 50,300,000		22,463		
Debt Issued						
52	Upper Valley 3 LS (1.5+3.5+2.5 MGD) and Force Mains	\$ 32,005,000				
53	Canutillo/Bosque LS (Schuman & Wester Village)	\$ 195,000				
	Subtotal	\$ 32,200,000				
NPV of Interest						
54	Upper Valley 3 LS (1.5+3.5+2.5 MGD) and Force Mains	\$ 13,568,543	7.50	21,994	\$ 617	
55	Canutillo/Bosque LS (Schuman & Wester Village)	\$ 82,670	0.16	469	\$ 176	608
	Subtotal	\$ 13,651,213		22,463		
56	Maximum Wastewater Impact Fee - Westside Service Area (Capital and Financing)				\$ 3,379	
57	Maximum Water and Wastewater Impact Fee - Westside Area				\$ 6,515	

ATTACHMENT E (continued)
Water and Wastewater Impact Fee Study
Eastside Service Area

Water Service Unit Flows (Max Day)

688

gpd

Line No.	Eastside Service Area	Capital Cost	Capacity (MGD)	Total Service Units	Unit Cost of Capacity	Weighted Average
Water Supply and Treatment System						
1	KBH Phase 2 (2.5 MG)	\$ 17,000,000	2.50	3,634	\$ 4,678	
2	Advanced Water Purification Facility (10 MG)	\$ 173,000,000	10.00	14,535	\$ 11,902	\$ 10,458
	Subtotal	\$ 190,000,000		18,169		
Debt Issued						
3	KBH Phase 2 (2.5 MG)	\$ 6,050,000				
4	Advanced Water Purification Facility (10 MG)	\$ 61,520,000				
	Subtotal	\$ 67,570,000				
NPV of Interest						
5	KBH Phase 2 (2.5 MG)	\$ 2,564,902	2.50	3,634	\$ 706	
6	Advanced Water Purification Facility (10 MG)	\$ 26,081,448	10.00	14,535	\$ 1,794	\$ 1,577
	Subtotal	\$ 28,646,350		18,169		
Water Distribution System						
Reservoirs						
7	Homestead II Tank (2.5 MG)	\$ 15,000,000	2.50	7,267	\$ 2,064	
8	John Hayes (2.5 MG)	\$ 15,000,000	2.50	7,267	\$ 2,064	
	Subtotal	\$ 30,000,000		14,535		\$ 2,064
Debt Issued						
9	Homestead II Tank (2.5 MG)	\$ 5,335,000				
10	John Hayes (2.5 MG)	\$ 5,335,000				
	Subtotal	\$ 10,670,000				
NPV of Interest						
11	Homestead II Tank (2.5 MG)	\$ 2,261,777	2.50	7,267	\$ 311	
12	John Hayes (2.5 MG)	\$ 2,261,777	2.50	7,267	\$ 311	
	Subtotal	\$ 4,523,554		14,535		\$ 311
Distribution Lines						
1	Eastside Planned Service Area	\$ 25,500,000	32.60	47,384	\$ 538	
2	Montana East Supply Line Area (E&W, N&S, Darrington)	\$ 21,000,000	35.00	50,872	\$ 413	
	Subtotal	\$ 46,500,000		98,256		\$ 473
Debt Issued						
3	Eastside Planned Service Area	\$ 9,070,000				
4	Montana East Supply Line Area (E&W, N&S, Darrington)	\$ 7,470,000				
	Subtotal	\$ 16,540,000				
NPV of Interest						
5	Eastside Planned Service Area	\$ 3,845,233	32.60	47,384	\$ 81	
6	Montana East Supply Line Area (E&W, N&S, Darrington)	\$ 3,166,912	35.00	50,872	\$ 62	
	Subtotal	\$ 7,012,145		98,256		\$ 71
7	Maximum Water Impact Fee - Eastside Service Area (Capital and Financing)					\$ 14,954

ATTACHMENT E (continued)
Water and Wastewater Impact Fee Study
Eastside Service Area

Wastewater Service Unit Flows (Max Day)

341

gpd

Line No.	Eastside Service Area	Capital Cost	Capacity (MGD)	Total Service Units	Unit Cost of Capacity	Weighted Average
Wastewater Treatment System						
1	Bustamante WWTP (Expansion 39 to 51 MGD)	\$ 605,100,000	12.00	35,191	\$ 17,195	\$ 17,195
Debt Issued						
2	Bustamante WWTP (Expansion 39 to 51 MGD)	\$ 215,175,000				
NPV of Interest						
3	Bustamante WWTP (Expansion 39 to 51 MGD)	\$ 91,223,596	12.00	35,191	\$ 2,592	\$ 2,592
Lines						
1	Other Interceptors (Area 8 East)	12,700,000	3.52	10,323	\$ 1,230	
2	Loop 375 East Interceptor System	14,300,000	5.64	16,540	\$ 865	
	Subtotal	27,000,000		26,862		\$ 1,005
Debt Issued						
3	Other Interceptors (Area 8 East)	4,520,000				
4	Loop 375 East Interceptor System	9,155,000				
	Subtotal	13,675,000				
NPV of Interest						
5	Other Interceptors (Area 8 East)	1,916,257	3.52	10,323	\$ 186	
6	Loop 375 East Interceptor System	3,881,269	5.64	16,540	\$ 235	
	Subtotal	5,797,526		26,862		\$ 216
7	Maximum Wastewater Impact Fee - Eastside Service Area (Capital and Financing)				\$ 21,008	
8	Maximum Eastside Water and Wastewater Impact Fee				\$ 35,962	

Attachment F Maximum Impact Fee Calculation

ATTACHMENT F
Water and Wastewater Impact Fee Study
Maximum Impact Fee Per Service Unit

Service Area and Category of Capital Improvement	Capital Improvement Costs	Amount Financed	Financing Costs (NPV of Interest)	Facility Service Units	Projected New Service Units through 2033	Portion of Capital Improvements and Financing	Maximum Impact Fee per Unit
Northeast							
Water							
Treatment	\$17,000,000	6,050,000	2,564,902	3,634	50,468	271,732,884	5,384
Reservoirs	30,000,000	10,675,000	4,525,674	29,070	50,468	59,939,995	1,188
Pumping	22,000,000	7,825,000	3,317,414	8,721	50,468	146,511,810	2,903
Distribution Lines	46,100,000	16,400,000	6,952,792	122,093	50,468	21,929,740	435
Total Water	115,100,000	40,950,000	17,360,782	N/A	50,468	500,114,428	9,910
Wastewater							
Collection Lines	42,300,000	8,239,171	11,482,705	40,000	50,468	67,857,639	1,345
Total Wastewater	42,300,000	8,239,171	11,482,705	N/A	50,468	67,857,639	1,345
Total Northeast Area	\$157,400,000	\$49,189,171	\$28,843,487	N/A	50,468	\$567,972,068	\$11,254
Westside							
Water							
Reservoirs	24,000,000	8,545,000	3,622,659	23,256	22,099	26,248,625	1,188
Pumping	15,500,000	5,520,000	2,340,208	13,081	22,099	30,138,280	1,364
Distribution Lines	100,600,000	35,795,000	15,175,316	197,965	22,099	12,924,089	585
Total Water	140,100,000	49,860,000	21,138,183	N/A	22,099	69,310,994	3,136
Wastewater							
Collection Lines	2,500,000	1,605,000	680,441	5,982	22,099	11,748,547	532
Pumping	50,300,000	32,200,000	13,651,213	22,463	22,099	62,913,960	2,801
Total Wastewater	52,800,000	33,805,000	14,331,654	N/A	22,099	74,662,507	3,332
Total Westside Area	\$192,900,000	\$83,665,000	\$35,469,837	N/A	22,099	\$143,973,500	\$6,469
Eastside							
Water							
Treatment	\$190,000,000	\$67,570,000	\$28,646,350	18,169	27,839	335,022,742	12,034
Reservoirs	30,000,000	10,670,000	4,523,554	14,535	27,839	66,123,764	2,375
Distribution Lines	46,500,000	16,540,000	7,012,145	98,256	27,839	15,161,694	545
Total Water	266,500,000	94,780,000	40,182,049	N/A	27,839	416,308,200	14,954
Wastewater							
Treatment	605,100,000	215,175,000	91,223,596	35,191	27,839	550,855,736	19,787
Collection Lines	27,000,000	13,675,000	5,797,526	26,862	27,839	33,990,192	1,221
Total Wastewater	632,100,000	228,850,000	97,021,122	N/A	27,839	584,845,929	21,008
Total Eastside Area	\$898,600,000	\$323,630,000	\$137,203,172	N/A	27,839	\$1,001,154,129	\$35,962
Systemwide							
Water	\$521,700,000	\$185,590,000	\$78,681,014	NA	100,406	\$985,733,622	\$9,875
Wastewater	727,200,000	270,894,171	122,835,482	NA	100,406	727,366,075	\$7,244
Systemwide Area	\$1,248,900,000	\$456,484,171	\$201,516,496	NA	100,406	\$1,713,099,697	\$17,119

Attachment G Impact Fee Credit Calculation

ATTACHMENT G Water and Wastewater Impact Fee Study Impact Fee Credit Calculation

Systemwide Water Credit Calculation

Line No.		Total (All Years)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
1	Principal Payments	\$185,590,000	\$5,612,722	\$5,893,358	\$6,188,026	\$6,497,427	\$6,822,298	\$7,163,413	\$7,521,584	\$7,897,663	\$8,292,546	\$8,707,174
2	Annual Interest on Future Debt		9,279,500	8,998,864	8,704,196	8,394,795	8,069,923	7,728,808	7,370,638	6,994,559	6,599,675	6,185,048
3	Total Debt Service		\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222
<u>Present Value</u>												
4	Principal on Future Debt		\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449
2	Interest Payments (present value)	78,681,014	8,837,619	8,162,235	7,519,012	6,906,418	6,322,996	5,767,356	5,238,175	4,734,193	4,254,210	3,797,083
3	Principal and Present Value of Interest	\$264,271,014	\$14,450,341	\$14,055,593	\$13,707,038	\$13,403,845	\$13,145,295	\$12,930,769	\$12,759,759	\$12,631,856	\$12,546,756	\$12,504,257
4	Beginning Year Service Units		252,766	262,807	272,847	282,888	292,928	302,969	313,010	323,050	333,091	343,131
5	Incremental Service Units		10,041	10,041	10,041	10,041	10,041	10,041	10,041	10,041	10,041	10,041
6	Total Service Units		262,807	272,847	282,888	292,928	302,969	313,010	323,050	333,091	343,131	353,172
7	Debt Service Credit per Unit	\$799	\$55	\$52	\$48	\$46	\$43	\$41	\$39	\$38	\$37	\$35

Notes:

1. Present value calculations apply a 5 percent discount rate.

ATTACHMENT G Water and Wastewater Impact Fee Study Impact Fee Credit Calculation

Systemwide Water Credit Calculation

Line No.		2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
1	Principal Payments	\$9,142,532	\$9,599,659	\$10,079,642	\$10,583,624	\$11,112,805	\$11,668,445	\$12,251,868	\$12,864,461	\$13,507,684	\$14,183,068
2	Annual Interest on Future Debt	5,749,689	5,292,563	4,812,580	4,308,598	3,779,417	3,223,776	2,640,354	2,027,761	1,384,538	709,153
3	Total Debt Service	\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222	\$14,892,222
<u>Present Value</u>											
4	Principal on Future Debt	\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449	\$5,345,449
2	Interest Payments (present value)	3,361,724	2,947,097	2,552,214	2,176,135	1,817,964	1,476,849	1,151,978	842,576	547,909	267,272
3	Principal and Present Value of Interest	\$12,504,257	\$12,546,756	\$12,631,856	\$12,759,759	\$12,930,769	\$13,145,295	\$13,403,845	\$13,707,038	\$14,055,593	\$14,450,341
4	Beginning Year Service Units	353,172	363,213	363,213	363,213	363,213	363,213	363,213	363,213	363,213	363,213
5	Incremental Service Units	10,041	0	0	0	0	0	0	0	0	0
6	Total Service Units	363,213	363,213	363,213	363,213	363,213	363,213	363,213	363,213	363,213	363,213
7	Debt Service Credit per Unit	\$34	\$35	\$35	\$35	\$36	\$36	\$37	\$38	\$39	\$40

Notes:

1. Present value calculations apply a 5 percent discount rate.

ATTACHMENT G (continued)
Water and Wastewater Impact Fee Study
Impact Fee Credit Calculation

Systemwide Wastewater Credit Calculation

Line No.		Total (All Years)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
1	Principal Payments	\$289,740,000	\$8,762,487	\$9,200,612	\$9,660,642	\$10,143,674	\$10,650,858	\$11,183,401	\$11,742,571	\$12,329,699	\$12,946,184	\$13,593,494
2	Interest Payments (present value)	\$122,835,482	13,797,143	12,742,744	11,738,555	10,782,185	9,871,356	9,003,899	8,177,751	7,390,942	6,641,601	5,927,942
3	Principal and Present Value of Interest	\$412,575,482	\$22,559,630	\$21,943,356	\$21,399,197	\$20,925,859	\$20,522,214	\$20,187,300	\$19,920,321	\$19,720,642	\$19,587,785	\$19,521,436
4	Beginning Year Service Units		206,116	216,157	226,197	236,238	246,278	256,319	266,360	276,400	286,441	296,481
5	Incremental Service Units		10,041	10,041	10,041	10,041	10,041	10,041	10,041	10,041	10,041	10,041
6	Total Service Units		216,157	226,197	236,238	246,278	256,319	266,360	276,400	286,441	296,481	306,522
7	Debt Service Credit per Unit	\$1,455	\$104	\$97	\$91	\$85	\$80	\$76	\$72	\$69	\$66	\$64

Notes:

1. Present value calculations apply a 5 percent discount rate.

ATTACHMENT G (continued)
Water and Wastewater Impact Fee Study
Impact Fee Credit Calculation

Systemwide Wastewater Credit Calculation

Line No.		2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
1	Principal Payments	\$14,273,168	\$14,986,827	\$15,736,168	\$16,522,976	\$17,349,125	\$18,216,582	\$19,127,411	\$20,083,781	\$21,087,970	\$22,142,369
2	Interest Payments (present value)	5,248,268	4,600,959	3,984,474	3,397,345	2,838,175	2,305,632	1,798,448	1,315,416	855,386	417,261
3	Principal and Present Value of Interest	\$19,521,436	\$19,587,785	\$19,720,642	\$19,920,321	\$20,187,300	\$20,522,214	\$20,925,859	\$21,399,197	\$21,943,356	\$22,559,630
4	Beginning Year Service Units	306,522	316,563	316,563	316,563	316,563	316,563	316,563	316,563	316,563	316,563
5	Incremental Service Units	10,041	0	0	0	0	0	0	0	0	0
6	Total Service Units	316,563	316,563	316,563	316,563	316,563	316,563	316,563	316,563	316,563	316,563
7	Debt Service Credit per Unit	\$62	\$62	\$62	\$63	\$64	\$65	\$66	\$68	\$69	\$71

Notes:

1. Present value calculations apply a 5 percent discount rate.

Attachment H Impact fee Assessment Schedules

ATTACHMENT H

Water and Wastewater Impact Fee Study Impact Fee Assessment Schedules (Net Fee after Credit)

Northeast - Net Impact Fee after Max Credit

Meter Size	Meter Capacity Ratio	Water	Wastewater	Total
Less than 1-inch	1.00	\$5,012	\$672	\$5,684
1-inch	1.67	8,370	1,122	9,492
1½-inch	3.33	16,690	2,238	18,928
2-inch	5.33	26,714	3,582	30,296
3-inch	10.00	50,120	6,720	56,840
4-inch	16.67	83,550	11,202	94,752
6-inch	33.33	167,050	22,398	189,448
8-inch	53.33	\$267,290	\$35,838	\$303,128

Westside - Net Impact Fee after Max Credit

Meter Size	Meter Capacity Ratio	Water	Wastewater	Total
Less than 1-inch	1.00	\$1,568	\$1,689	\$3,257
1-inch	1.67	2,619	2,821	5,439
1½-inch	3.33	5,221	5,624	10,846
2-inch	5.33	8,357	9,002	17,360
3-inch	10.00	15,680	16,890	32,570
4-inch	16.67	26,139	28,156	54,294
6-inch	33.33	52,261	56,294	108,556
8-inch	53.33	\$83,621	\$90,074	\$173,696

Eastside - Net Impact Fee after Max Credit

Meter Size	Meter Capacity Ratio	Water	Wastewater	Total
Less than 1-inch	1.00	\$7,477	\$10,504	\$17,981
1-inch	1.67	12,487	17,542	30,028
1½-inch	3.33	24,898	34,978	59,877
2-inch	5.33	39,852	55,986	95,839
3-inch	10.00	74,770	105,040	179,810
4-inch	16.67	124,642	175,102	299,743
6-inch	33.33	249,208	350,098	599,307
8-inch	53.33	\$398,748	\$560,178	\$958,927

ATTACHMENT H

Water and Wastewater Impact Fee Study Impact Fee Assessment Schedules (Net Fee after Credit)

Northeast - Net Impact Fee after Revenue Credit

Meter Size	Meter Capacity Ratio	Water	Wastewater	Total
Less than 1-inch	1.00	\$9,213	\$1,074	\$10,287
1-inch	1.67	15,386	1,794	17,179
1½-inch	3.33	30,679	3,576	34,256
2-inch	5.33	49,105	5,724	54,830
3-inch	10.00	92,130	10,740	102,870
4-inch	16.67	153,581	17,904	171,484
6-inch	33.33	307,069	35,796	342,866
8-inch	53.33	\$491,329	\$57,276	\$548,606

Westside - Net Impact Fee after Revenue Credit

Meter Size	Meter Capacity Ratio	Water	Wastewater	Total
Less than 1-inch	1.00	\$2,883	\$2,700	\$5,583
1-inch	1.67	4,815	4,509	9,324
1½-inch	3.33	9,600	8,991	18,591
2-inch	5.33	15,366	14,391	29,757
3-inch	10.00	28,830	27,000	55,830
4-inch	16.67	48,060	45,009	93,069
6-inch	33.33	96,090	89,991	186,081
8-inch	53.33	\$153,750	\$143,991	\$297,741

Eastside - Net Impact Fee after Revenue Credit

Meter Size	Meter Capacity Ratio	Water	Wastewater	Total
Less than 1-inch	1.00	\$13,745	\$16,788	\$30,533
1-inch	1.67	22,954	28,036	50,990
1½-inch	3.33	45,771	55,904	101,675
2-inch	5.33	73,261	89,480	162,741
3-inch	10.00	137,450	167,880	305,330
4-inch	16.67	229,129	279,856	508,985
6-inch	33.33	458,121	559,544	1,017,665
8-inch	53.33	\$733,021	\$895,304	\$1,628,325