

Oscar Leaser
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

March 12, 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: 541-604-763#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on March 12, 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 Conference ID: 541-604-763#

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>

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

Art Fierro

A quorum of City Council must participate in the meeting.

ROLL CALL

**INVOCATION BY EL PASO POLICE CHAPLAIN AND SUN VALLEY BAPTIST PASTOR
DENNIS COFFMAN**

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

World TB Day

Education & Sharing Day

General Edward Greer 100th Birthday Celebration

National Transit Employee Appreciation Day

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 27, 2024, the Agenda Review Meeting of February 26, 2024, the Work Session of February 26, 2024, the Special Meeting of February 15, 2024, and the corrected minutes for the Work Session of November 20, 2023.

[24-358](#)

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

[24-51](#)

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 G2 Secure Staff, LLC, for three hundred and twenty-eight (328) 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. [24-325](#)

District 3

Airport, Sam Rodriguez, (915) 212-7301

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

4. A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 4365503, for the City of El Paso Police Department project identified as "Body Worn Camera Grant Program FY2025" to provide financial assistance to the City of El Paso. Requesting \$609,580.78, which requires a cash match by the City of \$203,193.59 for a total project amount of \$812,774.37. Grant period will be September 1, 2024-August 31, 2025. [24-357](#)

All Districts

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

5. A Resolution authorizing the City Manager or designee to submit the FY2025 Border Zone Fire Departments Grant, application number 5185401, for the project entitled "Enhancement of Special Operations Teams Capabilities" through the Public Safety Office of the State of Texas and all related documents, including but not limited to, authorization of budget transfers, and/or revisions to the operations plan, and to accept, reject, amend, correct, extend and/ or terminate the grant, in the amount of \$148,499.18 for the period from September 1, 2024 through August 31, 2025, for the City's Fire Department's Special Response Teams to purchase necessary equipment intended to sustain and enhance current response capabilities locally and regionally to various incidents along the border; and that the City shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the Office of the Governor's grant funds, the City assures that the funds will be returned to the Public Safety Office in full. [24-364](#)

All Districts

Fire, Chief Jonathan P. Killings, (915) 212-5665

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

6. A Resolution authorizing the City Manager or designee to amend the FY2024 Schedule "C" fees for the El Paso Zoo to include fees for Zoo Memberships and Zoo Camps, attached to the Resolution as Exhibit A. [24-365](#)

All Districts

Zoo, Joe Montisano, (915) 212-2800

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

7. Approve a Resolution that the Taxpayer, ANA LARIOS, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2023 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$639.13, for the property with the following legal description: [24-346](#)

18 RANCHOS DEL SOL #6 AMENDING PLTLOT 8 (9823.67 SQ FT)

All Districts

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

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

8. A Resolution that the Mayor be authorized to sign an Interlocal Agreement with the Camino Real Regional Mobility Authority (CRRMA) to provide right-of-way acquisition services for the Montwood Drive extension project. [24-363](#)

District 5

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

9. A Resolution that the City Council ratifies and authorizes the Mayor to sign the Amended Interlocal Agreement between the City of El Paso and the Department of State Health Services for the laboratory analysis of milk. [24-281](#)

All Districts

Public Health, Hector I. Ocaranza, (915) 212-6502

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

10. Juan Uribe to the City Plan Commission by Representative Isabel Salcido, District 5. [24-366](#)

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

11. Robert Filarski to the Building and Standards Commission by Representative [24-367](#)

Joe Molinar, District 4.

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

12. Edmund Castle to the Building and Standards Commission by Representative Art Fierro, District 6. [24-375](#)

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

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

13. Joseph Iglesias to the Bond Overview Advisory Committee by Representative Art Fierro, District 6. [24-371](#)

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

14. Alejandra Valdez to the Animal Shelter Advisory Committee by Representative Isabel Salcido, District 5. [24-368](#)

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

15. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A) [24-345](#)

All Districts

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

16. 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 exceeding the three (3) year limit. (See Attachment B) [24-347](#)

All Districts

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

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

17. For notation pursuant to Section 2.92.080 of the City Code, receipt of a campaign contribution by Representative Cassandra Hernandez in the amount of \$100 from Sid Searcy, \$2,000 from Pablo Duran, and \$500 from Francoise Feliberti. [24-374](#)

CONSENT AGENDA - BEST VALUE PROCUREMENTS:

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

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

[24-337](#)

Award Summary:

The award of Solicitation 2024-0064 Bucket Truck Maintenance to PSI Bearing and Hydraulic Service, LLC for an initial term of three (3) years for an estimated amount of \$297,600.00. The award also includes a two (2) year option for an estimated amount of \$198,400.00. The total contract time is for five (5) years for a total estimated amount of \$496,000.00. This contract will provide repair services for older bucket trucks for Fleet Services.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$107,600.00 for the initial term, which represents a 230.67% increase due to an increase in pricing for service, parts and inspections.

Department:	Streets and Maintenance
Award to:	PSI Bearing and Hydraulic Service, LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$99,200.00
Initial Term Estimated Award:	\$297,600.00
Option Term Estimated Award:	\$198,400.00
Total Estimated Award	\$496,000.00
Account(s)	532-3600-37020-531210-P3701 532-3600-37020-531250-P3701
Funding Source(s):	Internal Service Fund - Inventory Purchases Materials and Supplies Internal Service Fund - Equipment Outside Repairs Services
District(s):	All

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

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to PSI Bearing and Hydraulic Service, LLC the sole 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.

All Districts

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

19. Presentation and discussion by El Paso County Juvenile Probation Department on transforming juvenile justice. [POSTPONED FROM 01-30-2024, 02-13-2024 AND 02-27-2024] [24-182](#)

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

20. Presentation and discussion by Emergence Health Network of their 2023 annual report on activities, collaborations, and partnerships with local entities. [24-372](#)

All Districts

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

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

21. Discussion and action to approve a Resolution that the City Council declares that the expenditure of District 8 discretionary funds, in an amount not to exceed \$2,400.00, for the Good Neighbor Interpreter Journalism Camp hosted by the El Paso Museum of History, the McCall Neighborhood Center, and Borderzine serves a municipal purpose. [24-373](#)

All Districts

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

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

22. 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. [POSTPONED FROM 02-27-2024]

All Districts

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

Goal 8: Nurture and Promote a Healthy, Sustainable Community

23. Presentation and discussion on El Paso Animal Services operations.

[24-362](#)

All Districts

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

CALL TO THE PUBLIC – PUBLIC COMMENT:

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

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 541-604-763#

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

24. An Ordinance changing the zoning of a portion of Tracts 17C-174 and 17C-175, Section 8, Block 79, Township 3, Texas and Pacific Railway Company Survey, South of Vista del Sol Drive and West of Joe Battle Boulevard, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-3 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan. [24-333](#)

Subject Property: South of Vista del Sol Dr. and West of Joe Battle Blvd.
Applicant: El Paso Vista HY RE, LLC, PZRZ23-00034

District 6

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Juan C. Naranjo, (915) 212-1604

PUBLIC HEARING WILL BE HELD ON APRIL 9, 2024

25. An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards) of the El Paso City Code ending the mobile billboard pilot program and allowing mobile billboard permits to be issued on a yearly basis. The penalty is as provided for in Chapter 15.08.160 of the El Paso City Code. [24-334](#)

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Raul Garcia, (915) 212-1643

PUBLIC HEARING WILL BE HELD ON MARCH 26, 2024

26. An Ordinance granting a Special Privilege License to Centro De Salud Familiar La Fe, Inc. to allow the surface encroachment of an existing backflow preventer over City Right- Of-Way located in the alley behind the property located at 700 South Ochoa Street, El Paso, Texas: setting the license term of ten years (10) with one (1) renewable ten (10) year term. [24-354](#)

Subject Property: 700 South Ochoa
Applicant: Centro De Salud Familiar La Fe, Inc. PSPN23-00011

District 8

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

PUBLIC HEARING WILL BE HELD ON MARCH 26, 2024

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

Goal 3: Promote the Visual Image of El Paso

27. The linkage to the Strategic Plan is subsection: 3.3 Establish a brand that celebrates and promotes El Paso's unique identity and offerings.

[24-350](#)

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 2024-0181 International Fine Art Shipping to Cordova Brokerage International, Inc., for an initial term of three (3) years for an estimated amount of \$ 690,000.00. This contract will allow the Museum and Cultural Affairs to ship artwork internationally.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$579,300.00 for the initial term, which represents a 523.31% increase due to the addition of new services and an increase in the price of transportation.

Department:	Museum and Cultural Affairs
Award to:	Cordova Brokerage International, Inc.
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$230,000.00
Initial Term Estimated Award:	\$690,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$690,000.00
Account(s):	454-1000-54000-522150
Funding Source(s):	General
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 -

(7) a procurement of items that are available from only one source -

(A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;

The Purchasing & Strategic Sourcing and Museum and Cultural Affairs Departments recommend award as indicated to Cordova Brokerage International, 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
Museums and Cultural Affairs, Benjamin E. Fyffe, (915) 212-1766

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

28. Discussion and action on the award of Task Order 1 for Solicitation 2023-0397, August 3rd Memorial project to Keystone GC, LLC. for a total estimated award of \$632,741.02.

[24-341](#)

District 3

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

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

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

[24-336](#)

Award Summary:

Discussion and action on the award of Solicitation 2024-0192 Paso del Norte (PDN) Trail Magoffin Shared Use Path (SUP)- Texas Department of Transportation (TxDOT) to ALLEN CONCRETE, LLC., for a total estimated amount of \$1,074,871.45. The Magoffin SUP Project consists of construction of a concrete shared use path from East San Antonio Avenue to ending at Cotton Street. The proposed improvements include demolition, concrete pavement, relocation of existing Illumination assemblies, pavement markings, Americans with Disabilities Act (ADA) compliant curb ramps, flumes and signs.

Department:	Capital Improvement
Award to:	ALLEN CONCRETE, LLC.
City & State:	El Paso, TX
Item(s):	Base Bid I
Contract Term:	194 Consecutive Calendar Days
Base Bid I:	\$1,074,871.45
Total Estimated Award:	\$1,074,871.45
Account(s):	190-4746-580270-38290- PCP22TRAN06 190-4950-580270-38170-PCP22TRAN06
Funding Source(s):	2020 Capital Plan & Capital Projects TxDOT
District(s):	8

This was a Low Bid Procurement - unit price contract.

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

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

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

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

District 8

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

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

[24-348](#)

Award Summary:

Discussion and action on the award of Solicitation 2023-0570 Grounds Maintenance Mowing- Parks to Mario A. Gonzalez dba MG Evergreen LLC for an initial term of three (3) year(s) for an estimated amount of \$1,807,680.00. The award also includes a two (2) year option for an estimated amount of \$1,205,120.00. The total contract time is for five (5) years for a total estimated amount of \$3,012,800.00. This contract will allow for grounds maintenance of 145 parks located throughout the City. The maintenance is seasonal and consists primarily of mowing that is necessary to keep the parks clean and neatly manicured for citizens to enjoy.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$283,296.00 for the initial term, which represents a 18.58% as a result of price increase and additional parks added to the contract.

Department:	Streets and Maintenance
Award to:	Mario A. Gonzalez dba MG Evergreen LLC
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$602,560.00
Initial Term Estimated Award:	\$1,807,680.00
Option Term Estimated Award:	\$1,205,120.00
Total Estimated Award	\$3,012,800.00
Account(s)	451-2305-522210-51295-P5120
Funding Source(s):	Environmental Fee Fund- Grounds Keeping Horticultural Contracts
District(s):	All

This was a Best Value Bid Procurement - Unit Price.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to MG Evergreen LLC, the second highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement. The highest ranked bidder did not extend its bid.

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.

All Districts

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

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

[24-338](#)

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 2024-0108 Plymovent Vehicle Exhaust Extraction System to Air Cleaning Technologies, Inc. the sole and authorized distributor for an initial term of three (3) years for an estimated amount of \$300,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the servicing of Plymovent Extraction Services across the City at various Fire Stations.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$250,001.01 for the initial term, which represents a 500.01% increase due to an increase in the annual budgeted amount to cover the increase in prices for parts and service.

Department:	Streets and Maintenance
Award to:	Air Cleaning Technologies, Inc
City & State:	Broken Arrow, OK
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$100,000.00
Initial Term Estimated Award:	\$300,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$300,000.00
Account(s):	532 - 1000 - 522260 - 31040 - P3120
Funding Source(s):	General Fund
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 -

(7) a procurement of items that are available from only one source - (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Air Cleaning 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
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

Goal 8: Nurture and Promote a Healthy, Sustainable Community

32. Discussion and action on the award of Task Order 1J-1 for Solicitation 2022-0678, Health Department Relocation Railroad project to Jordan Foster Construction LLC. for a total estimated award of \$6,763,276.00.

[24-351](#)

District 4

Capital Improvement Department, Yvette Hernandez, (915) 212-1860
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

33. An Ordinance changing the zoning of a portion of 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.

[24-188](#)

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

District 1

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

34. 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),

[24-200](#)

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

District 2

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

- 35.** 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

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

- 36.** 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

- 37.** 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

REGULAR AGENDA - OTHER BUSINESS:

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

38. Discussion and action on a Resolution authorizing the City Manager to execute a First Amendment of the Chapter 380 Grant Agreement dated June 7, 2022 by and between the City of El Paso Texas, a home-rule municipality and Champlain Cable Texas Corporation, a Wyoming Corporation ("CCTC"); Champlain Cable Texas Lease Corporation, a Wyoming Corporation ("CCTLC"); and Champlain Cable Corporation, a Delaware Corporation ("CCC"), to revise the Qualified Expenditures definition, in exchange for applicant foregoing the Construction Materials Sales Tax Rebate. [24-339](#)

District 7

Economic and International Development, Alejandra Fuentes, (915) 212-1618
Economic and International Development, Karina Brasgalla, (915) 21-0094

39. Discussion and action on a Resolution authorizing the City Manager to sign a Memorandum of Understanding ("MOU") with the Entrepreneurial Support Organizations (ESO) Network members and that the City Manager be authorized to allocate City resources, as defined in Section (c) of the MOU, to meet the City's Roles and Responsibilities in supporting the services provided at the Business One Stop Shop. [24-340](#)

All Districts

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

Goal 3: Promote the Visual Image of El Paso

40. 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. [24-215](#)
[POSTPONED FROM 02-13-2024]

All Districts

Capital Improvement Department, Sam Rodriguez, (915) 212-7301
Capital Improvement Department, Daniela Quesada, (915) 212-1826

41. 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. [24-342](#)

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

42. Discussion and action on a Resolution establishing a public hearing date to discuss and review a proposed ordinance, order, or resolution amending land [24-343](#)

use assumptions, the capital improvements plan, and the impact fee.

All Districts

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

Planning and Inspections, Kevin Smith, (915) 212-1566

El Paso Water, Adriana Castillo, (915) 594-5538

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

- 43.** Discussion and action to approve a Resolution to allocate investment earnings on unspent bond proceeds to projects and purposes within the relevant bond authorization to the following projects in an aggregate amount of \$4,513,245.31: Museum of Art; McRae Shared Use Path - Phase II; Modesto Gomez Park; and Chali Acosta Recreation Center. Further, that the City Manager, or designee, be authorized to execute all documents and perform all actions necessary to effectuate the reprogramming of funds. [24-352](#)

All Districts

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

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

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

Discussion and action on the following:

- EX1.** Discussion on potential economic development opportunities in Northeast El Paso, Texas. HQ#23-1857 (551.072) (551.087) [24-370](#)
- Economic and International Development, Karina Brasgalla, (915) 212-0065

ADJOURN

NOTICE TO THE PUBLIC:

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

Si necesita servicios de interpretación en español, envíe un correo electrónico a CityClerk@elpasotexas.gov antes de las 12:00 p.m. del viernes anterior a la reunión.

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

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



Legislation Text

File #: 24-358, 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 27, 2024, the Agenda Review Meeting of February 26, 2024, the Work Session of February 26, 2024, the Special Meeting of February 15, 2024, and the corrected minutes for the Work Session of November 20, 2023.

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 27, 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 9:05 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Cassandra Hernandez, Isabel Salcido, and Henry Rivera. Late arrivals: Art Fierro at 9:09 a.m. and Chris Canales at 9:13 a.m. Joe Molinar requested to be excused.

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

The Regular City Council meeting was **RECESSED** at 9:44 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 10:09 a.m.

NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, 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, Hernandez, Salcido, Fierro, Rivera and Canales
NAYS: None
ABSENT: Representative Molinar

.....
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 February 13, 2024.

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

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

*Motion made, seconded, and unanimously carried to **EXCUSE** Alternate Mayor Pro Tempore Molinar from the Regular City Council Meeting of February 27, 2024
.....

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 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.

4. ***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 & PABST 2155 W Y2 OF NE ¼ OF NW ¼ OF NE ¼ (EXC NLY 60.00 FT) (4.5455 AC)

79 TSP 3 SEC 19 T & PABST 2155 E ½ OF NE¼ OF NW ¼ OF NE ¼ (EXC NLY 60.00 FT) (4.5455 AC)

79 TSP 3 SEC 19 T & PABST 2155 W ½ OF SE¼ OF NW¼ OF NE Y4 (5.00 AC)

79 TSP 3 SEC 19 T & PABST 2155 E ½ of SE¼ OF NW¼ OF NE 1/4 (5.00 AC)

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

5.

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

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 de! Este Blvd, El Paso, Texas 79928

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

6.

***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 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.

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

7.

R E S O L U T I O N

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.

Assistant Police Chief Humberto Talamantes briefed Council members on the item.

Mayor Leeser and Representative Canales commented.

The following City staff members commented:

- Police Chief Peter Pacillas
- Ms. Karla Nieman, City Attorney

1ST MOTION

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

2ND AND FINAL MOTION

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

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

NAYS: Representative Canales

ABSENT: Representative Molinar

8.

***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.

9.

***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 LETP A - 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.

Ms. Lisa Turner, citizen, commented.

10.

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

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.

Ms. Lisa Turner, citizen, commented.

11.

***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.

Ms. Lisa Turner, citizen, commented.

12.

***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.

Ms. Lisa Turner, citizen, commented.

.....
13. *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.

Ms. Lisa Turner, citizen, commented.

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

14.

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

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.

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

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.

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

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.

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CONSENT AGENDA – BOARD APPOINTMENTS:
.....

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

15. *Motion made, seconded, and unanimously carried to **APPOINT** Representative Josh Acevedo to the Financial Oversight and Audit Committee by Mayor Oscar Leeser.

.....
Goal 8: Nurture and Promote a Healthy, Sustainable Community
.....

16. *Motion made, seconded, and unanimously carried to **APPOINT** Robert M. Munoz to the Americorps Seniors Advisory Council by Representative Henry Rivera, District 7.

.....
CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:
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.....
Goal 6: Set the Standard for Sound Governance and Fiscal Management
.....

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

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)

.....
CONSENT AGENDA – NOTICE FOR NOTATION:
.....

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

18. *Motion made, seconded, and unanimously carried to **NOTE** 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.

Ms. Lisa Turner, citizen, commented.

.....
CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:
.....

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

19. *Motion made, seconded, and unanimously carried to **NOTE** 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.

Ms. Lisa Turner, citizen, commented.

.....
CONSENT AGENDA – REQUEST TO ISSUE PURCHASE ORDERS:
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Goal 7: Enhance and Sustain El Paso’s Infrastructure Network
.....

20. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department 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

.....
CONSENT AGENDA – BIDS:
.....

Goal 8: Nurture and Promote a Healthy, Sustainable Community
.....

21. *Motion made, seconded, and unanimously carried to **AWARD** 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.

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REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:
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.....
Goal 4: Enhance El Paso’s Quality of Life through Recreational, Cultural and Educational Environments
.....

22. 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 “Jim” 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.

Representative Hernandez read the Resolution into the record and made a floor amendment to change “Jimmy” to “Jim”.

Mayor Leaser commented.

The following members of the public commented:

1. Ms. Lilian Crouch
2. Mr. Robert Jetksi
3. Mr. Anthony Robinson

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

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

NAYS: None

ABSENT: Representative Molinar

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

- 23.** *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
.....

24. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the 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.

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Goal 8: Nurture and Promote a Healthy, Sustainable Community
.....

25. **ITEM:** 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.

Representatives Acevedo, Hernandez, Salcido, and Canales commented.

The following City staff members commented:

- Mr. Cary Westin, Interim City Manager
- Ms. Mary Wiggins, Chief Human Resources Officer

Ms. Lisa Turner, citizen, commented.

Ms. Melissa Harcrow submitted a statement of support that was entered into the record.

Motion made by Representative Hernandez, seconded by Representative Canales, and unanimously carried 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.

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

NAYS: None

ABSENT: Representative Molinar

.....
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.

Mr. Omar Martinez, Grants and Strategic Initiatives Manager, introduced the item.

The following staff members from the Office of Congresswoman Escobar presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Mr. Eduardo Lerma, Chief of Staff
- Ms. Zahraa Saheb, Legislative Director
- Ms. Emily Loya, District Director

Mayor Leeser and Representatives Hernandez and Fierro commented.

The following members of the public commented:

1. Ms. Cathy Chen-Arriaga
2. Ms. Mayra Maldonado
3. Ms. Laura Butler

NO ACTION was taken on this item.

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

Mr. Omar Martinez, Grants and Strategic Initiatives Manager, introduced the item.

Mr. Benjamin Shipkey, staffer for Congressman Gonzales, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser commented.

Ms. Lisa Turner, citizen, commented.

NO ACTION was taken on this item.

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Mr. Steven Stumer
3. Ms. Patricia Osmond
4. Ms. Barbara Valencia
5. Mr. Mark Fierro

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, Salcido, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representative Molinar

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.

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

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.

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

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.

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

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.

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

PUBLIC HEARING WILL BE HELD ON MARCH 26, 2024 FOR ITEMS 29 THROUGH 31

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.

-
- 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.
-

PUBLIC HEARING WILL BE HELD ON MARCH 12, 2024 FOR ITEMS 32 AND 33

.....

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

.....

- 34.** Motion made by Representative Fierro, seconded by Representative Rivera, and unanimously carried to **AWARD** 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.

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

NAYS: None

ABSENT: Representative Molinar

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

35.

R E S O L U T I O N

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.

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

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

NAYS: None

ABSENT: Representative Molinar

36. Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing 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.

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

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

37. Motion made by Representative Salcido, seconded by Representative Fierro, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic 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.

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

NAYS: None

ABSENT: Representative Molinar

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

38. Motion made by Representative Hernandez, seconded by Representative Rivera, and carried to **AWARD** 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.

Ms. Mary Wiggins, Chief Human Resources Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

Ms. Nicole Cote, Purchasing and Strategic Sourcing Managing Director, commented.

Ms. Lisa Turner, citizen, commented.

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

NAYS: Representative Acevedo

ABSENT: Representative Molinar

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

- 39.** Motion made by Representative Hernandez, seconded by Representative Fierro, and unanimously carried to **AWARD** 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.

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

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

40. ORDINANCE 019595

The City Clerk read an Ordinance entitled: **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.

Motion duly made by Representative Rivera, 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: None
 ABSENT: 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**.

ITEMS 41 AND 42 WERE TAKEN TOGETHER

41.

ORDINANCE 019596

The City Clerk read an Ordinance entitled: **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.

42.

ORDINANCE 019597

The City Clerk read an Ordinance entitled: **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.

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

ABSENT: Representative Molinar

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

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

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

43.

R E S O L U T I O N

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

That 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%).

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

ABSENT: Representative Molinar

.....
44.

R E S O L U T I O N

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

That the City Manager be authorized to sign 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.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

ABSENT: Representative Molinar

.....
45.

R E S O L U T I O N

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between **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 \$ 1 04,912.10 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

Representative Canales commented.

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

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

NAYS: Representative Kennedy

NOT PRESENT FOR THE VOTE: Representative Hernandez

ABSENT: Representative Molinar

Goal 3: Promote the Visual Image of El Paso

46.

R E S O L U T I O N

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.

Mr. Kevin Smith, Planning and Inspections Assistant Director, commented.

Representative Canales commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

ABSENT: Representative Molinar

<u>ADJOURN</u>
.....

Motion made by Representative Fierro, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 12:24 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

ABSENT: Representative Molinar

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

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 REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
February 26, 2024
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:05 a.m. Mayor Oscar Leeser was present and presiding. The following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Joe Molinar, Art Fierro, and Henry Rivera. Late arrivals: Cassandra Hernandez at 9:10 a.m. and Chris Canales at 9:13 a.m. Isabel Salcido requested to be excused.

The agenda items for the February 27, 2024 Regular City Council Meeting were reviewed.

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34. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

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.

Representative Hernandez questioned the following City staff members:

- Mr. Derek Russell, Senior Procurement Analyst
- Mr. Sam Rodriguez, Chief Operations Officer

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38. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

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.

Representative Acevedo questioned the following City staff member:

- Mr. Derek Russell, Senior Procurement Analyst

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39. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

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.

Representative Kennedy commented.

Ms. Ellen Smyth, Chief Transit and Field Operations Officer, commented.

Ms. Lisa Turner, citizen, commented.

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45. REGULAR AGENDA – OTHER BUSINESS

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.

Mayor Leaser questioned the following City staff member:

- Mr. David Torres, Economic and International Development Redevelopment Manager

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Motion made by Representative Hernandez, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 9:28 a.m.

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

NAYS: None

ABSENT: Representative Salcido

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

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

CITY COUNCIL WORK SESSION MINUTES
February 26, 2024
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:28 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Cassandra Hernandez, Art Fierro, Henry Rivera, and Chris Canales. Late arrival: Joe Molinar at 9:29 a.m. Isabel Salcido requested to be excused.
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AGENDA

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ITEMS 1 AND 2 WERE DISCUSSED TOGETHER

1. ORDINANCE 019594

**AN EMERGENCY ORDINANCE EXTENDING EMERGENCY
ORDINANCE NO. 019333 AUTHORIZING THE CITY MANAGER TO ASSIGN
PERSONNEL AND RESOURCES TO ASSIST IN ADDRESSING THE HUMANITARIAN
AND PUBLIC SAFETY CRISIS RESULTING FROM A MASS MIGRATION THROUGH
EL PASO**

WHEREAS, on May 23, 2022, the Mayor and City Council of the City of El Paso (the "City") passed an Emergency Ordinance No. 019333 "Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso"; and

WHEREAS, thousands of migrants from Latin America gathered at or near the U.S.-Mexico border in hopes that President Biden would ease immigration restrictions that will make it easier to enter the United States; and

WHEREAS, the Biden administration ended the COVID-19 public health emergency on May 11, 2023 ending all use of Title 42 as a mechanism to control the border; and

WHEREAS, on the eve of the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,000 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

WHEREAS, the Southwest had 249,785 land border encounters in the month of December, 2023; and

WHEREAS, the El Paso sector of U.S. Customs and Border Patrol ("CBP") had 33,970 land border encounters in the month of December, 2023 and a total of 78,481 encounters for federal fiscal year 2024; and

WHEREAS, when the CBP Central Processing Center is over capacity and the non-governmental organizations (NGOs) space is unavailable, that is when the potential for street releases arises; and

WHEREAS, CBP has released many migrants onto downtown streets leaving many migrants without shelter; and

WHEREAS, in the month of February 2024, approximately 428 migrants have been released into the community weekly; and

WHEREAS, in response to the street releases, the El Paso City-County Office of Emergency Management ("OEM") reallocated twenty-nine COVID-19 Operations staff to assist as migrant shelter surge staff, and on May 17, 2022, this staff began orientation training at Casa del Refugiado, the NGO's largest hospitality site; and

WHEREAS, OEM has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with NGO capacity; and

WHEREAS, beginning in late August 2022, the El Paso sector experienced a surge of over 2,000 migrants presenting themselves daily to CBP, primarily made up of unsponsored single adults from Venezuela, resulting in over 1,000 street releases by CBP; and

WHEREAS, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, due to this high volume, the number of refugees and asylum seekers released to the NGO and the City's Migrant Welcome Center, was over 1,000 on a daily basis; and

WHEREAS, on September 7, 2022, the City and OEM stood up a migrant Welcome Center to assist with transportation assistance providing services and meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, in September, 2023, the City purchased the former Morehead Middle School campus to serve as its Community Readiness Center to assist migrants on a short-term basis; and

WHEREAS, the release of mass groups of people without access to potable water, food, or shelter exposes the migrants and El Paso residents to the origination and spread of potential and actual disease; and

WHEREAS, in response to the number of migrants arriving at the border, on January 5, 2023, the Department of Homeland Security created a humanitarian parole program for migrants from Cuba, Haiti, and Nicaragua similar to the program already available to Venezuelans; and

WHEREAS, on January 8, 2023, President Biden visited the border to assess the situation in part because the number of migrants has gained the attention of the media and national leadership; and

WHEREAS, there are significant public safety and security concerns related to the wave of migration, including but not limited to the risk to injury or loss of life with migrants in El Paso streets with little or no resources on days that reach hot or cold temperatures and the inherent risks that come with increased demand on local shelters; and

WHEREAS, on March 12, 2023, border officials barricaded and closed down the Paso del Norte bridge due to a breach of public safety involving hundreds of migrants present on the bridge due to rumors about the relaxation of immigration restrictions circulated on social media sites; and

WHEREAS, CBP has increased the number of family units released into the community causing wait times for transportation to final destinations to increase and other logistical challenges; and

WHEREAS, for these reasons, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region; and

WHEREAS, there is the potential for loss of property for both residents and migrants due to those who would take financial advantage of this wave of migrants; and

WHEREAS, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operation of the El Paso International Airport ("EPIA") and to ensure that those operations are conducted in compliance with the rules and regulations regarding airports under Title 14 of the Code of Federal Regulations, Chapter 22 of the Texas Transportation Code, and Title 14 of the El Paso City Code, as well as federal, state, and local health and safety regulations to ensure the health, safety, and welfare of all occupants and travelers making use of EPIA facilities; and

WHEREAS, EPIA in recent past, became saturated with migrants awaiting air travel and could need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure its facilities as the demand for air travel increases exponentially; and

WHEREAS, the City of El Paso is home to 4 international ports of entry between Texas and Mexico; and

WHEREAS, based on mass migration events in the recent past, the City anticipates significant delays at the international ports-of-entry to include trade; and

WHEREAS, the encampment of large groups of migrants on City rights of way, parks and other City property has led to street closure and cessation of the streetcar service; and

WHEREAS, the City finds that the expenditure of public funds for staff to coordinate resources and supplies, serve as shelter surge staff and transport migrants released in the City of El Paso accomplishes a valid public purpose of protecting public infrastructure, and protecting the health, safety and welfare of the citizens of El Paso; and

WHEREAS, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local NGO with surge staff, coordination of resources and supplies, and transportation in light of the continued high number of community releases; and

WHEREAS, OEM and the City have and will continue to prepare and evaluate the need for mass emergency sheltering thanks to the expiration of Title 42 and other regional migration surges that may impact the El Paso region; and

WHEREAS, the El Paso City Charter Section 3.10, allows for the adoption of one or more emergency ordinances to meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, Section 121.003 of the Texas Health & Safety Code states that a municipality may enforce any law that is reasonably necessary to protect public health; and

WHEREAS, Section 122.006 of the Texas Health & Safety Code provides home-rule municipalities express authority to adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease; and

WHEREAS, this Ordinance shall remain in effect until otherwise terminated, re-enacted, superseded by a conflicting ordinance, El Paso Local Health Authority Ordinance, state or federal law, or repealed automatically as of the 31st day following the date on which it was adopted unless re-enacted pursuant to City Charter Section 3.10.

WHEREAS, this document reflects the authority of the City of El Paso's Office of Emergency Management in the handling of the local mass migration and is separate and apart from any authority possessed by any other jurisdiction.

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

1. That the Emergency Ordinance No. 019333 passed and adopted by the City Council of the City of El Paso on May 23, 2022 is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

1ST MOTION

Motion made by Representative Hernandez, seconded by Representative Kennedy, and unanimously carried to **AMEND** the Ordinance by adding the following language:

WHEREAS, this document reflects the authority of the City of El Paso's Office of Emergency Management in the handling of the local mass migration and is separate and apart from any authority possessed by any other jurisdiction.

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

NAYS: None

ABSENT: Representative Salcido

2ND AND FINAL MOTION:

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried that the Ordinance be **ADOPTED AS AMENDED**.

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

NAYS: None

ABSENT: Representative Salcido

Mayor Leeser consented to the adoption of the Emergency Ordinance.

2. **ITEM:** Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019485 due to a humanitarian, security, and economic crisis resulting from a mass migration through El Paso.

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

The following City staff members commented:

- Assistant Fire Chief Jorge Rodriguez
- Mr. Mario D'Agostino, Deputy City Manager
- Mr. Cary Westin, Interim City Manager
- Ms. Karla Nieman, City Attorney

The following members of the public commented:

1. Mr. Alan Lizarraga
2. Ms. Dulce Carlos
3. Mr. Dylan Corbett
4. Ms. Ivonne Diaz
5. Ms. Adriana Cadena
6. Ms. Irma Cruz
7. Ms. Angelica Hinojos

1ST MOTION

Motion made by Representative Hernandez, seconded by Representative Kennedy, and unanimously carried to **AMEND** the Ordinance by adding the following language:

WHEREAS, this document reflects the authority of the City of El Paso's Office of Emergency Management in the handling of the local mass migration and is separate and apart from any authority possessed by any other jurisdiction.

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

NAYS: None

ABSENT: Representative Salcido

2ND AND FINAL MOTION:

Motion made by Representative Rivera, seconded by Representative Fierro, to **EXTEND** Emergency Ordinance No. 019485 due to a humanitarian, security, and economic crisis resulting from a mass migration through El Paso.

AYES: Representatives Kennedy, Hernandez, Molinar, Fierro, Rivera, Canales, and Mayor Leeser

NAYS: Representative Acevedo

ABSENT: Representative Salcido

The motion FAILED due to lack of unanimous vote of the Council Members present as required for adoption by El Paso City Charter Section 3.10.

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3. For Notation Only: Formal Report of the Financial Oversight and Audit Committee Meeting held on January 22, 2024.

1. Update on Cybersecurity Assessment Agreement between the City of El Paso and the Cybersecurity and Infrastructure Security Agency (CISA) of the Department of Homeland Security (DHS).
2. Status Update on the Special Audit requested by City Council.
3. Discussion and Action on FY 2023-2024 Audit Plan 1st Quarter Updates.
 - Motion made by Representative Molinar, seconded by Representative Kennedy and approved by Representative Kennedy, Representative Fierro and Representative Molinar to accept the 1st Quarter Update.
4. Discussion on Client Surveys.

Mr. Edmundo Calderon, Chief Internal Auditor, provided a briefing of the January 22, 2024 meeting.

Mayor Leeser and Representative Kennedy commented.

Ms. Lisa Turner, citizen, commented.

NO ACTION was taken on this item.

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4. Presentation on updated land use assumptions and capital improvements plan as required by Chapter 395 of the Texas Local Government Code, prior to the re-evaluation of the existing impact fee structure for water and wastewater services. The draft impact fee calculations will also be presented.

Mr. Andrew Rheem, Raftelis Financial Consulting Senior Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following City staff members commented:

- Mr. John Balliew, El Paso Water President and Chief Executive Officer
- Mr. Kevin Smith, Planning and Inspections Assistant Director

The following members of the public commented:

1. Mr. Manuel Moreno
2. Ms. Lisa Turner
3. Mr. Dave Marino submitted a statement in favor of the item
4. Ms. Jenny Solo submitted a statement in favor of the item

NO ACTION was taken on this item.

.....
 The Work Session was **RECESSED** at 12:19 p.m. for lunch.

The Work Session was **RECONVENED** at 1:30 p.m.

.....
5 FY 2023-2024 First Quarter Financial Report.

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

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

Mr. Cary Westin, Interim City Manager commented.

NO ACTION was taken on this item.

.....
ITEMS 6 AND 7 WERE DISCUSSED TOGETHER

6. Climate and Sustainability Management Update.

Ms. Nicole Ferrini, Climate and Sustainability Officer, presented a PowerPoint presentation (copy on File in the City Clerk's Office).

Representatives Acevedo and Canales commented.

NO ACTION was taken on this item.

7. RESOLUTION

WHEREAS, through the Inflation Reduction Act of 2022 (IRA), Congress provided many tools to pursue greenhouse gas (GHG) pollution reductions, including the Climate Pollution Reduction Grants (CPRG) program;

WHEREAS, the El Paso Metropolitan Statistical Area (MSA), as one of the 67 most populous metropolitan areas, and with the City of El Paso as the lead entity, was awarded a planning grant under CPRG to develop a Comprehensive Climate Action Plan (CCAP);

WHEREAS, the City of El Paso and its regional partners of the Paso del Norte Community Climate Collaborative (PDNC3) have the purpose of building a partnership to accelerate the work of the El Paso MSA addressing environmental justice and climate empowering community-driven solutions in overburdened and underserved areas across the region;

WHEREAS, the Leadership Steering Committee (LSC) committee will function as a senior level advisory group charged with guiding the CCAP scope of work led by the City of El Paso;

WHEREAS, the LSC will be comprised of multiple public entities committed through an interlocal agreement. Each entity will assign a point of accountability as an official representative; and

WHEREAS, the LSC will participate in data collection efforts, engagement and outreach activities within their region, and review and comment regarding CPRG deliverables.

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

That the Mayor be authorized to sign an Interlocal Agreement for the City of El Paso, in a form substantially similar to that which is attached to this Resolution as Attachment A*, with all members of the Leadership Steering Committee relating to the CPRG Program.

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

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

NAYS: None

ABSENT: Representative Salcido

-
8. Discussion on the lawsuit brought by the Texas Attorney General against El Paso non-profit Annunciation House, to include Annunciation House's response and what steps the City can take to protect the network of Non-Governmental Organizations (NGOs) supporting the City in the migrant response.

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

1ST MOTION

Motion made by Representative Fierro, seconded by Representative Rivera, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 2:06 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 the item:

Section 551.071 CONSULTATION WITH ATTORNEY

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

NAYS: None

ABSENT: Representative Salcido

2ND AND FINAL MOTION

Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the Executive Session at 6:17 p.m. and **RECONVENE** the meeting of the City Council.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

NO FURTHER ACTION was taken on this item.

EXECUTIVE SESSION

Motion made by Representative Fierro, seconded by Representative Rivera, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 2:06 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 the executive session items and Item 8 of the agenda:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.074 PERSONNEL MATTERS

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

NAYS: None

ABSENT: Representative Salcido

Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the Executive Session at 6:17 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

.....
EX1. El Paso Electric Company's Notice of Application to Reconcile Fuel Costs; HQ#UTILITY-15 (551.071)

NO ACTION was taken on this item.

.....
EX2. El Paso Electric Rate Case Expense - PUC#52159; HQ#UTILITY-30 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Fierro, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to enter into a letter agreement regarding Rate Case Expenses in the Application of El Paso Electric Company to Change Rates, under the Texas Public Utility Commission, Docket No. 52195, in Matter Number UTILITY-30, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

ABSENT: Representative Salcido

.....
EX3. Anna Barnes v. City of El Paso, Texas, Gregory Allen, Oliver K. Meise and Jarred R. Frank; Western District of Texas; Cause No.: 3:22-CV-161 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and unanimously carried that the City Attorney's Office be **AUTHORIZED** to engage in settlement negotiations and/or settle the matter of Anna Barnes v. City of El Paso, Texas, et al., Cause No. 3:22-CV-161 (55.071) to hire and retain outside counsel in the matter; and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

ABSENT: Representative Salcido

.....
EX4. Jessica Weaver individually and as representative of the Estate of A.M. v. ASM Global, LLC d/b/a Destination El Paso, ASM Global Parent, Inc., and City of El Paso; In the 120th District Court; Cause No.:2023DCV2119 (551.071)

NO ACTION was taken on this item.

.....
EX5. Contract with El Paso Zoological Society, HQ#2062 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Canales, and unanimously carried that the City Council **APPRECIATES AND THANKS** the El Paso Zoological Society for its work with El Paso Zoo & Botanical Gardens under the 2012 License Agreement, and after the expiration of the Agreement on March 17, 2024, looks forward to discussing any proposed support under the El Paso Zoological Society's 1963 Articles of Incorporation.

City Council further **DIRECTS** the City Manager to take all steps and actions necessary, including the execution of any required documents, to close out the License Agreement upon expiration, to notify the members of the Board, and that all current Zoo memberships will be honored for their full term.

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

.....
EX6. Discussion on purchase, exchange, lease, or value of real property located in Downtown El Paso Matter No. 16-1040-1083.046 (551.071) (551.072)

NO ACTION was taken on this item.

.....
EX7. Complaint regarding elected City Official - Matter No. HQ # 1453 (551.071) (551.074)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and carried that the Mayor issue a letter of Reprimand against Representative Rivera as a result of a complaint regarding allowing a non-city employee to supervise and direct the day to day duties of a city employee and allowing a non-city employee access to city resources

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

.....
EX8. Enforcement of El Paso City Code Chapter 5.09 (551.071)

NO ACTION was taken on this item.

.....
ADJOURN

Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the meeting at 6:51 p.m.

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

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, 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

****CORRECTED****
CITY COUNCIL WORK SESSION MINUTES
November 20, 2023
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:20 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Anello, Joe Molinar, Art Fierro, Henry Rivera, and Chris Canales. Isabel Salcido joined virtually. Late arrival: Cassandra Hernandez at 9:43 a.m. Early departures: Henry Rivera at 11:25 a.m., Isabel Salcido at 11:45 a.m., and Cassandra Hernandez at 12:30 p.m.

.....
AGENDA
.....

1. For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on October 16, 2023.
 1. Administrative Procedures for Capital Improvement Plan (CIP) Budget Transfers.
 2. Discussion and Action on the Special Audit Requests from the May 9th City Council Meeting, Item 20.
 - No action was taken on this item.
 3. Discussion and Action on FY 2022-2023 Audit Plan 4th Quarter Updates.
 - Motion made by Representative Molinar, seconded by Representative Anello and approved by Representative Kennedy, Representative Anello, Representative Fierro and Representative Molinar to accept the 4th Quarter Update.
 4. Discussion and Action on the FY 2023-2024 Annual Internal Audit Plan.
 - Motion made by Representative Molinar, seconded by Representative Kennedy and approved by Representative Kennedy, Representative Anello, Representative Fierro and Representative Molinar to bring the amended FY 2023-2024 Annual Internal Audit Plan to City Council.
 5. Discussion on Client Surveys.

Mr. Edmundo Calderon, Chief Internal Auditor, provided a briefing of the October 16, 2023 meeting.

NO ACTION was taken on this item

-
2. **ITEM:** Discussion and Action for City Council to approve the following Internal Audit Department documents:
 - 2023-2024 Internal Audit Charter.
 - 2023-2024 Annual Internal Audit Plan.

Representative Kennedy commented.

Ms. Karla Nieman, City Attorney, commented.

Motion made by Representative Kennedy, seconded by Representative Molinar, and unanimously carried to **APPROVE** the 2023-2024 Internal Audit Charter and the 2023-2024 Annual Internal Audit Plan.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

3. Presentation and discussion of the Women's Rights Commission Annual Report.

Ms. Tracey Jerome, Senior Deputy City Manager, introduced the item.

Ms. Marina Monsisvais, Chair for the Women's Rights Commission, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

Ms. Lisa Turner, citizen and member of the Women's Rights Commission, commented.

NO ACTION was taken on this item.

4. Presentation and discussion as part of the upcoming Strategic Planning Session providing a fiscal overview and operations update for the following key areas:

1. Fiscal Overview
2. Grant Funded Programs Overview
3. Streets Focus

Mr. Cary Westin, Interim City Manager, introduced the item.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Mr. Robert Cortinas, Chief Financial Officer
- Mr. Omar Martinez, Grants and Strategic Initiatives Manager
- Mr. Richard Bristol, Streets and Maintenance Director

Mayor Leeser and Representatives Annello, Hernandez, Fierro, Rivera, and Canales commented.

Mr. Sam Rodriguez, Chief Operations Officer, commented.

Ms. Lisa Turner, citizen, commented.

NO ACTION was taken on this item.

5. ITEM: Discussion and action on the amendments directed by the City Council to City Code chapter 2.92.080 to require additional disclosures regarding contributions or donations from

individuals or business entities receiving a benefit from the City, 2.92.120, 2.92.130(A)(5) and 2.92.160(B) to include jurisdiction over candidates, political committees and individuals or business entities in certain circumstances, 2.92.160(C) to include that the Chief Internal Auditor reports to the Council, 2.92.170(A) to adjust the time for response to be due to 14 days after the City Attorney refers a complaint to the commission and 2.92.200(D) to authorize the commission to issue a fine of up to \$500.

Ms. Kristen Hamilton-Karam, Deputy City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk's Office) containing recommendations from staff and the Ethics Review Commission.

Mayor Leeser and Representatives Kennedy, Anello, Hernandez, and Molinar commented.

Ms. Karla Nieman, City Attorney, commented.

Motion made by Mayor Pro Tempore Anello, seconded by Representative Kennedy, and carried to **ACCEPT** staff recommendations and **INCORPORATE** the recommendations from the Ethics Review Commission however, exclude the recommendation that removes obligations from individuals or business.

AYES: Representatives Kennedy, Anello, Salcido, and Canales

NAYS: Representatives Hernandez and Molinar

NOT PRESENT FOR THE VOTE: Representatives Fierro and Rivera

.....
EXECUTIVE SESSION

Motion made by Mayor Pro Tempore Anello, seconded by Representative Molinar, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 11:45 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Fierro and Rivera

Representatives Rivera and Salcido were not present during executive session and Representative Anello joined at 12:20 p.m.

Motion made by Mayor Pro Tempore Anello, seconded by Representative Canales, and unanimously carried to **ADJOURN** the Executive Session at 12:59 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Kennedy, Anello, Molinar, Fierro, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez, Salcido, and Rivera

.....
EX1. Application of El Paso Electric Company to Change Rates to Open Access Transmission Tariff, Federal Energy Regulatory Commission (FERC); Docket No. ER22-282-000. Matter No. 21-1008-183 | HQ#UTILITY-25 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried that the City Attorney's Office, in consultation with the City Manager, is **AUTHORIZED** and **DIRECTED** to neither agree to nor contest the settlement in El Paso Electric Revisions to the Open Access Transmission Tariff, Federal Energy Regulatory Commission Docket No. ER22-282-000 HighQ# Utility-25, and to take all steps necessary, in order to effectuate this authority.

AYES: Representatives Kennedy, Annello, Molinar, Fierro, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez, Salcido, and Rivera

.....
EX2. Discussion on Contract of Sale for 323 Chihuahua Street, El Paso, Texas. Matter HQ#23-859; (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and unanimously carried that the City Attorney's Office in consultation with the City Manager be **AUTHORIZED** to terminate the Contract of Sale between 323 Chihuahua L.L.C. and the City of El Paso for the purchase of 323 S. Chihuahua Street, El Paso, Texas, pursuant to the terms of said Contract, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Annello, Molinar, Fierro, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez, Salcido, and Rivera

.....
EX3. Economic Incentives for an Infill Development located in Northeast El Paso. Matter HQ#23-1765 (551.087)

NO ACTION was taken on this item.

.....
EX4. Discussion on potential economic development opportunities in Northeast El Paso. Matter No. 22-1007-2864 |HQ#23-478 (551.072) (551.087)

NO ACTION was taken on this item.

.....
ADJOURN

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the meeting at 1:01 p.m.

AYES: Representatives Kennedy, Annello, Molinar, Fierro, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez, Salcido, and Rivera

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
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

SPECIAL CITY COUNCIL MEETING MINUTES

February 15, 2024

Center for Civic Empowerment, 304 Texas Ave., 17th Floor, El Paso TX 79901
9:00 A.M.

The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:15 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Joe Molinar, Isabel Salcido, Art Fierro, and Henry Rivera. Late arrivals: Cassandra Hernandez at 9:24 a.m., and Chris Canales at 9:43 a.m.

AGENDA

- ITEM:** Presentations, discussion and action on an update to the Strategic Plan, including, but not limited to, key short term and longer-term priorities and focus areas.

Mayor Leeser welcomed everyone to the meeting and provided opening remarks.

Mr. Cary Westin, Interim City Manager, provided an overview and the strategic context of the day's events.

Ms. Juliana Baldwin, Chief Transformation Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office), which included a recap of Session One and the proposed additions to the Two Year Action Plan, as highlighted and shown below:

Two Year Action Plan

What? (Key Focus Area)		Link to 30 by 30	How? Policy and Program Recommendations	Who?
Workforce Focus <i>Recruit + retain employees</i>	6.1, 6.2	10, 28, 7	<ul style="list-style-type: none">Develop an alternative benefits packageDeliver new leadership development opportunities and recognition programsGrow in-house capacity and expertise (target specific areas)Celebrating our identity and talentFocus on livable wages, training, and capability enhancement<ul style="list-style-type: none">Regular adjustments to wages tied to cost of living and additional certifications	<ul style="list-style-type: none">Robert CortinasAraceli GuerraMary Wiggins
Customer Experience and Civic Engagement	5.3, 6.4, 8.8	10	<ul style="list-style-type: none">Redesign and reimagine the 311 process through Human Centered Design and new training planPilot a One-Stop-Shop for Social Services (BEAST location)Expand and replicate Neighborhood Leadership Academy model (more department interaction, participatory budget process opportunities, training future leaders, engaging youth in civic processes)	<ul style="list-style-type: none">Robert CortinasDionne Mack

SPECIAL CITY COUNCIL MEETING FEBRUARY 15, 2024

Page 2

			<ul style="list-style-type: none"> Pursue "Child Friendly City" recognition Virtual seminars and forums to foster community involvement and transparency 	
Partnership Focus	1.7, 6.4	10, 11	<ul style="list-style-type: none"> Designate and/or create liaison roles for targeted areas (i.e. education (K-12 and postsecondary), strengthen Fort Bliss focus, special projects, larger economic development 	<ul style="list-style-type: none"> Tracey Jerome Ian Voglewede
Budget Process Enhancements	6.6	14, 17, 19	<ul style="list-style-type: none"> Develop a multi-year approach Include grant match funding plan with training Focus on equitable services Codify funding for critical services (i.e. fleet and facility maintenance repair and replacement plans) incremental funding strategies to address deferred maintenance Planning for future facilities and infrastructure with sustainable practices in mind 	<ul style="list-style-type: none"> Robert Cortinas Nicole Cote Ellen Smyth Richard Bristol Sam Rodriguez Yvette Hernandez Omar Martinez Joaquin Rodriguez
Property Tax Exemptions	6.6		<ul style="list-style-type: none"> Age 65 or older and disabled residence homestead exemptions 	<ul style="list-style-type: none"> Robert Cortinas Nicole Cote
Economic Development Initiatives	1.1, 1.6	4, 7	<ul style="list-style-type: none"> Larger economic drivers (i.e. Utilities) Refresh economic development policies Incentives for businesses that support community integration and contribute to the local economy Business support (i.e. Small Business One-Stop-Shop, Supply El Paso financial literacy programs, attraction of large businesses) Re-launch familiarization tours (economic development and conventions) 	<ul style="list-style-type: none"> Tracey Jerome Karina Brasgalla Mirella Craig Jose Garcia
Program Key Maintenance Plans (multi-year)	4.2, 7.2, 7.4	9, 17, 19	<ul style="list-style-type: none"> Streets Focus Facilities Maintenance Program Fleet Replacement Program Park System Repairs and Modernization (including Parks Master Plan Update) Climate and renewable energy initiatives 	<ul style="list-style-type: none"> Robert Cortinas Nicole Cote Ellen Smyth Richard Bristol Victor Morales Emigdio Gonzalez
Building + Land Inventory Review	7.5, 8.1, 8.2	21, 22	<ul style="list-style-type: none"> Master planning for affordable housing (CoEP+EPW) Identify facilities/buildings to address service coverage and align resident requirements 	<ul style="list-style-type: none"> Ellen Smyth Mary Lou Espinoza Tracey Jerome Ian Voglewede Dionne Mack Nicole Ferrini
Technology	5.2	16, 25	<ul style="list-style-type: none"> Data collection and sharing Accessible and reliable services AI focus, adopting emerging technologies 	<ul style="list-style-type: none"> Robert Cortinas Araceli Guerra Carolyn Patrick Ivan Gris

After the presentation discussion took place on the different tools that will allow the City to succeed, to include People, Financial, and Infrastructure Tools.

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

The following City staff members commented:

- Ms. Nicole Ferrini, Climate and Sustainability Officer
- Ms. Dionne Mack, Deputy City Manager
- Mr. Cary Westin, Interim City Manager
- Ms. Ellen Smyth, Chief Transit and Field Operations Officer
- Mr. Ben Fyffe, Recreation and Cultural Affairs Managing Director

.....
The meeting was **RECESSED** at 11:34 a.m. to allow participants to engage in group activities during a working lunch.

The meeting was **RECONVENED** at 1:10 p.m.

.....
The following members of the public commented:

1. Ms. Jenny Solo
2. Ms. Stephanie Ruiz-Alba
3. Mr. Randy Bustamante
4. Ms. Debora Wakefield
5. Mr. Tim White

Mr. Craig Lewis, Global Services Director and US West Practice Group Manager for Placemaking at Arcadis, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

The following City staff members commented:

- Mr. Alex Hoffman, Capital Improvement Assistant Director
- Mr. Robert Cortinas, Chief Financial Officer
- Mr. Ernesto Arriola, Chief Information Security Officer

.....
The meeting was **RECESSED** at 1:54 p.m.

The meeting was **RECONVENED** at 2:25 p.m.

.....
Motion made by Representative Canales, seconded by Representative Fierro, and unanimously carried to **ADOPT** the two-year Action Plan, as proposed.

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

.....
ADJOURN

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Hernandez, and unanimously carried to **ADJOURN** the meeting at 3:21 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 #: 24-51, 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 #: 24-325, 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 G2 Secure Staff, LLC, for three hundred and twenty-eight (328) 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: March 12, 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 City Manager, or designee, be authorized to sign an Office Space Rental Agreement between the City of El Paso and G2 Secure Staff, LLC, for three hundred and twenty-eight (328) 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:

G2 Secure Staff, LLC., is requesting a new lease for terminal office space to provide passenger services to customers of Alaska Airlines to include wheelchair escort services, baggage handling services and skycap services.

The initial lease with G2 Secure Staff, LLC., expired on November 30, 2023 and they require a new lease.

PRIOR COUNCIL ACTION:

November 24, 2020 - Terminal Lease Agreement (expired)

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



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 an Office Space Rental Agreement between the City of El Paso and G2 Secure Staff, LLC, for approximately three hundred and twenty-eight (328) 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.

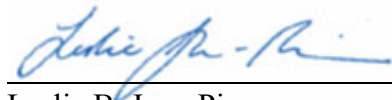
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

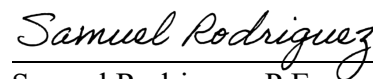
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

OFFICE SPACE RENTAL AGREEMENT

El Paso International Airport
El Paso, Texas

April 1, 2024
Effective Date

G2 Secure Staff, LLC
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 _____, 202__, by and between the City of El Paso (“**Lessor**”) and G2 Secure Staff, LLC (“**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 Passenger services to customers traveling Alaska Airlines to include wheelchair escort services, baggage handling services and skycap service 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 April 1, 2024 (“**Effective Date**”), for one-year term with automatic renewal for four (4) additional terms of one (1) year each.

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: One hundred and fifty-two (152) square feet, plus shared hallway of thirty-five (35) square feet.
Total area to be leased for first office is 187 square feet.
2. Office Space: One hundred and fourteen (114) square feet, plus shared hallway of twenty-seven (27) square feet.
Total area to be leased for second office is 141 square feet.
Total area to be leased 328 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 Alaska 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:

328.00 square feet at \$60.53, or the current applicable rate as defined by City's Budget Resolution (Non-Signatory Terminal Rental Rate FY 2023 (9/1/2023-8/31/2024)).

Said rental 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 3.02 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:	G2 Secure Staff, LLC Attn: Dan Norman, Executive Chairman 400 Las Colinas Blvd. E., Suite 750 Irving, Texas 75039		

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
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Samuel Rodriguez, P.E
Aviation Director

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202_,
by Cary Westin, as 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: G2 Secure Staff, LLC

By: [Signature]
Print Name: Adam Faber
Title: Chief Financial Officer
Date: 2/13/2024

ACKNOWLEDGMENT

THE STATE OF Texas
COUNTY OF Dallas

This instrument was acknowledged before me on this 13th day of February, 2024, by Adam Faber as CFO, of cure ("Lessee").

[Signature]
Notary Public, State of Texas

My Commission Expires:
3-2-2026

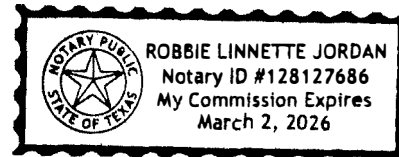


Exhibit “A”
Description of Premises



Exhibit A - Premises

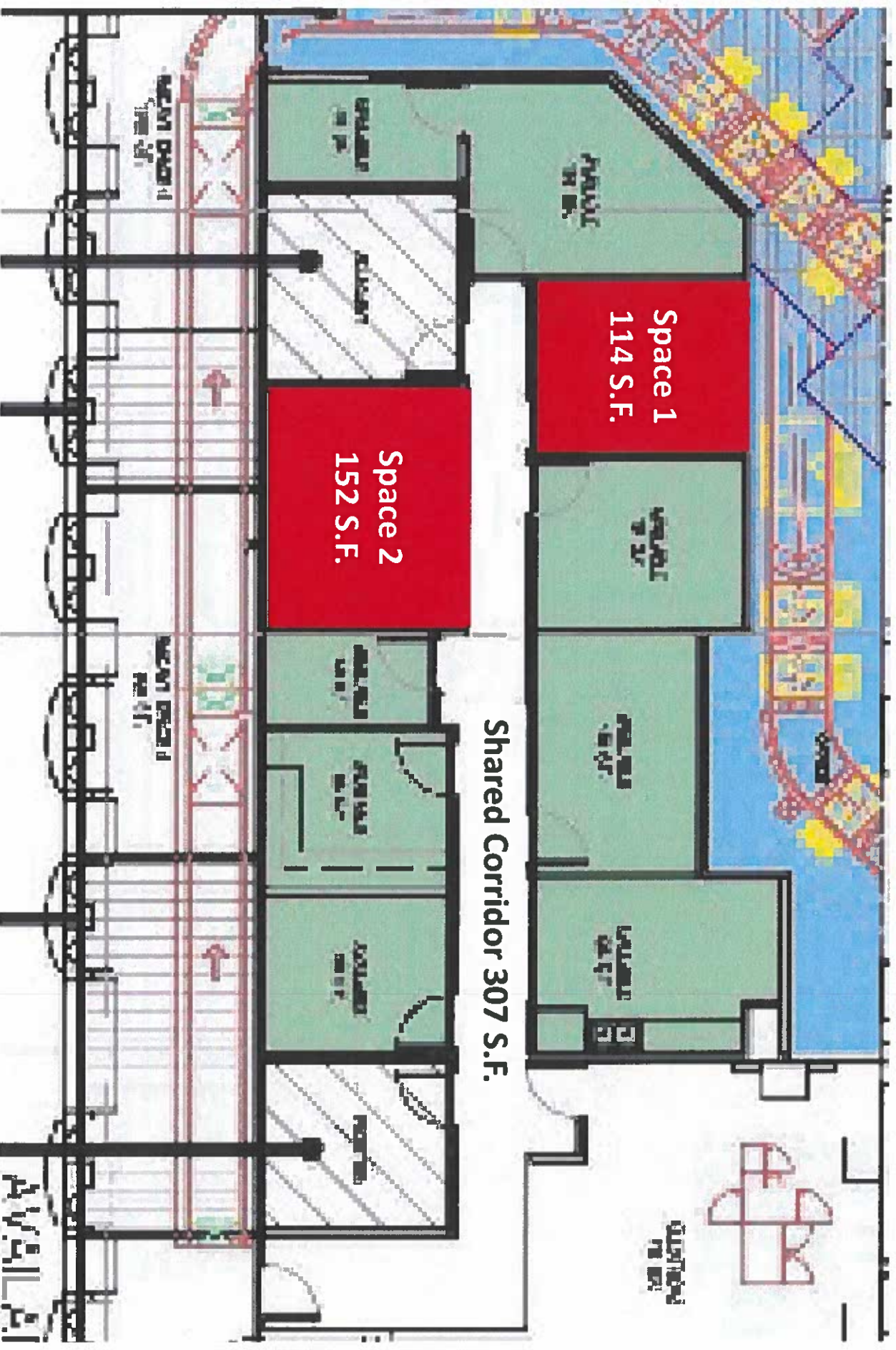


Exhibit "B"
Federal Aviation Administration Required Provisions

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).

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name Adam Faber

Business Name G2 Secure Staff

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: Adam Faber Digitally signed by Adam Faber
Date: 2024.02.26 10:21:27 -06'00' Date: 2/26/2024



Legislation Text

File #: 24-357, 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, Executive Assistant Chief Silva, (915) 212-4306

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 Public Safety Office of the State of Texas, grant application number 4365503, for the City of El Paso Police Department project identified as "Body Worn Camera Grant Program FY2025" to provide financial assistance to the City of El Paso. Requesting \$609,580.78, which requires a cash match by the City of \$203,193.59 for a total project amount of \$812,774.37. Grant period will be September 1, 2024-August 31, 2025.

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

AGENDA DATE: 01/30/24

PUBLIC HEARING DATE:

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

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2-Set the Standard for a Safe and Secure City

SUBGOAL: 2.1-Maintain standing as one of the nation's top safest cities.

SUBJECT:

The El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4365503, for the City of El Paso Police Department project identified as "Body Worn Camera Grant Program FY2025" to provide financial assistance to the City of El Paso. Requesting \$609,580.78, which requires a cash match by the City of \$203,193.59 for a total project amount of \$812,774.37. Grant period will be September 1, 2024-August 31, 2025.

BACKGROUND / DISCUSSION:

The El Paso Police Department will utilize the funds from this grant opportunity to continue to support the Departments Body Worn Camera program which outfitted every patrol and traffic officer with Body Worn Cameras.

PRIOR COUNCIL ACTION:

The grant application for FY24 Body Worn Camera was approved by city council on 1/31/2023.

AMOUNT AND SOURCE OF FUNDING:

NA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: IT

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

DEPARTMENT HEAD: Chief Peter F. Pacillas


A/C VICTOR ZARUR #1515

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

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 4365503 for the El Paso Police Department project identified as “Body Worn Camera Grant Program 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 4365503, for the City of El Paso Police Department project identified as “Body Worn Camera Grant Program FY2025” 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.

(Signatures begin on Following Page)

APPROVED this _____ day of _____ 2024.

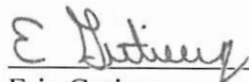
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

A/C VICTOR ZARUR #1515
 _____
Peter F. Pacillas
Chief of Police

[Print This Page](#)

Agency Name: El Paso, City of
Grant/App: 4365503 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

Project Title: Body Worn Cameras FY2024
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:

Created on:12/20/2023 3:26:32 PM By:Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: Body Worn Cameras FY2024
Division or Unit to Administer the Project: Strategic Planning Division El Paso Police Department
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: 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: Jeremiah Poust
Email: 2451@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4313 Other Phone:
Fax:
Title: Mr.
Salutation: Lieutenant
Position: Lieutenant, Planning & Research

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 announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

Program-Specific Questions

Organization Information

The number of licensed officers directly employed by the applicant agency:
1109

The number of licensed, front-line officers who are engaged in traffic or highway patrol or otherwise regularly detain or stop motor vehicles, or are primary responders who respond directly to calls for assistance from the public:
1097

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.

Eligible Officers

Applicant assures that grant funds will be used only to equip peace officers of a municipal police department or sheriff's office, who are engaged in traffic or highway patrol otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public.

Reporting Requirements

Applicant assures that it will annually file reports with the Texas Commission on Law Enforcement (TCOLE), in a manner prescribed by TCOLE, regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

Body-Worn Camera Policy

Applicant assures that it will adopt a policy for the use of body-worn cameras which, at a minimum, includes all provisions described in Sec. 1701.655 of the Texas Occupations Code.

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 Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information [Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Abstract :

The El Paso Police Department (EPPD) will utilize the Body-Worn Camera Grant Program to continue funding the lease agreement for the Body-Worn Cameras and accessories leased in 2022 for its patrol and traffic officers. The cameras and accessories leased with this grant allow for patrol and traffic officers full access to Body-Worn Cameras. Providing Body-Worn Cameras and accessories to all patrol and traffic officers will ensure that all officers in the field can record and capture digital video evidence of citizen and officer interactions.

Problem Statement :

The El Paso Police Department serves the City of El Paso which was incorporated in 1873. El Paso is the 22nd largest city in the United States and the 6th largest city in Texas. It is the largest metropolitan city on the U.S.-Mexico border, and spans over 255 square miles with a population just under 700,000. El Paso is bordered by the City of Juarez, Mexico, and the State of New Mexico. The City of El Paso's population is approximately 81% Hispanic, 12% White, 4% Black or African American and 3% other race, according to the 2020 US Census. The City of El Paso receives a large number of people visiting and working in our city daily. The EPPD is the largest local law enforcement agency in the area and consists of 1,109 total sworn law enforcement employees. 1,097 of these are deployed to address traffic and patrol functions at the discretion of the Chief of Police. These officers are distributed throughout the city in five regional command centers, soon to be a sixth opening in April 2024 that handle the patrol functions of that particular area. The El Paso Police Department leased and distributed 738 body-worn cameras and accessories. However, the remaining 359 officers are still needing to be assigned cameras. The El Paso PD is requesting additional assistance in funding to continue to fund the existing cameras and assist with the purchase of 500 additional cameras, licenses, and essential equipment such as mounts, and docking stations. This will ensure that every sworn officer and future recruit classes over the five year lease period will have access to a BWC and associated license. As stated in the original application the EPPD recognizes that the use of Body-Worn Cameras help improve the quality of service to the citizens of El Paso. The use of Body-Worn Cameras increases public safety and operational efficiency. Outfitting all patrol and traffic with Body-Worn Cameras provides quality digital evidence to assist with the prosecution of offenses. Additionally, the use of Body-Worn Cameras provide the following benefits; they are important crime-related evidence to assist in the prosecution of offenders. The use of Body-Worn Cameras allows for evidence and events to be captured and saved digitally to assist in the prosecution of offenses. Body-Worn Cameras provide for another means of documentation of an incident to corroborate an officer's testimony. Body-Worn Cameras can increase transparency and accountability of law enforcement to the communities they serve by providing a digital record of officers' interactions with the public available for review. This can improve public relations, confidence, and police legitimacy in the community. Lastly, Body-Worn Cameras can assist in the resolution of complaints against police officers. If officer's interactions are recorded, this allows the department quick review and objective analysis of an incident in question that either may substantiate or unfound a complaint of misconduct. Funding from this grant will continue the lease of body-worn cameras and accessories for the El Paso Police Department.

Supporting Data :

In 2023 the El Paso Police Department responded to over 173,000 calls for service. There were over 94,000 officer initiated calls for service. Over 34,000 NIBRS Group A crimes were reported in 2023. The El Paso Police Department made over 14,000 arrests in 2023 and anticipates similar numbers of activity in future years. During the year of 2023, with the deployment of the body-worn camera program, the El Paso Police Department captured over 393,000 videos from the newly acquired body-

worn cameras.

Project Approach & Activities:

One of the City of El Paso's goals is setting the standard for a safe and secure city, and its mission is to deliver exceptional services to support a high quality of life and place for our community. The funding from this grant will allow the El Paso Police Department to continue the deployment and use of Body-Worn Cameras and accessories. EPPD's objective is to provide a Body-Worn Camera to every officer working in patrol and traffic functions. The Body-Worn Cameras are issued to all patrol and traffic sections and those units responding directly to public calls for assistance. In the last year, since the initial deployment of the BWCs the department has learned that 359 additional officers, plus accommodating for future growth of the department, bringing us to the need of 500 additional licenses and cameras for the project to be fully operational. Since all sworn personnel are subject to working field assignments, all sworn personnel need a BWC and its associated license. The body-worn cameras increase the amount of officer, citizen interactions and recorded to document incidents. In addition, they increase the amount and quality of digital evidence available for prosecutions of offenses and officer testimony. Increasing accountability of officers and the public's confidence that officers are delivering exceptional services to citizens. Supervisors, Internal Affairs, and appropriate investigative sections will have direct access to view videos as necessary for quality control purposes and to ensure that events recorded are properly categorized by incident type and case number, submitted as evidence and stored for appropriate retention periods. Additionally, body-Worn Camera video will be available to the District Attorney, County Attorney, and Municipal Court for prosecution and open records request to the public, media, and other interested parties.

Capacity & Capabilities:

The El Paso Police Department employs 1,112 commissioned police officers. Starting in January 2023, the EPPD began its phased deployment of BWC to all patrol officers at each of the 5 regional commands, the traffic division, and units that frequently engage in calls for service with the public such as the Metro Unit, Gang Unit, and Crisis Intervention Team. The EPPD completed this phase of distribution of BWC in June of 2023. The EPPD also upgraded and integrated our current in-car video systems to seamlessly pair with the deployed BWC. The EPPD is experienced in managing digital video recording system software, distributing videos and evidence as necessary to the District Attorney, County Attorney, State prosecutors, municipal court, and the public via open records requests.

Performance Management :

The goal of the El Paso Police Department with funding from this grant is to deploy additional Body-Worn Cameras and accessories to every sworn employee. Success would be measured by 100% deployment of officers in the field utilizing Body-Worn Cameras and accessories. The EPPD would track the Body-Worn Cameras through line supervisors conducting equipment inspections at shift briefings. Additionally, supervisors would have direct access to downloaded evidentiary digital evidence while approving offense reports. Supervisors will also have access to videos to conduct monthly audits of the camera's use and review of complaints. EPPD Digital Video Recording Systems staff will manage the administration of the digital evidence software of Body-Worn Camera videos. Additionally the DVRS unit oversees the entire camera program for the department. We handle all video related open records requests from the public and government entities and follow state law on the release and retention of records. We conduct monthly audits of videos to ensure proper categorization for accurate retention purposes.

Target Group :

The target group for this requested funding is the citizens and visitors to the City of El Paso that the EPPD serves daily. The cameras purchased will be used by the EPPD in patrol operations and units regularly assigned to conduct traffic enforcement while keeping El Paso a safe and secure city. El Paso has a population of over 680,000 residents and is bordered by the city of Juarez, Mexico, and the State of New Mexico.

Evidence-Based Practices:

The El Paso Police Department Digital Video Recording Systems unit will ensure continued use of the existing deployed Body-Worn Cameras and further deployment to all sworn personnel. The EPPD has currently deployed these cameras to each of its 5 regional commands. The EPPD has successfully used past experience with a limited amount of BWC and integrated in-car systems to successfully deploy the new systems and BWC on a much larger scale during the year of 2023. In 2023 the EPPD has recorded over 393,000 Body-Worn Camera videos and handled over 2,900 requests for video from prosecutors, outside agencies, and open records requests.

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
Body-Worn Camera Program Implementation	100.00	The El Paso Police Department (EPPD) will utilize the Body-Worn Camera Grant Program to continue to lease body-worn cameras and accessories for sworn officers minus command and executive staff.

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 body-worn cameras purchased with grant funds.	1097

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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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** 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:

El Paso Police Department will monitor and assure that the contract is executed in compliance with all applicable Federal and State statutes, regulations, policies, guidelines, and requirements.

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.

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	Lease of 738AXON Body Worn Cameras at \$140.71 each for a period of 12 months, Lease of 93 Multi-Bay BWC Dock at \$300.98 each for a period of 12 months, Warranty for 738 cameras at \$132.97 each for a period of 12 months, Warranty for 93 Multi-Bay Dock at \$239.27 for a period of 12 months, Unlimited AXON device storage for 738 Body Worn Cameras at a cost of \$273.45 each for a period of 12 months, Professional Licenses for 738 Body Worn Cameras at a cost of \$444.36 each for a period of 12 months. 738 Molly Mounts at \$41.75 each.	\$609,580.78	\$203,193.59	\$0.00	\$0.00	\$812,774.37	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
El Paso, City of General Funds	Cash Match	\$203,193.59

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$203,193.59	\$203,193.59	\$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	\$609,580.78	\$203,193.59	\$0.00	\$0.00	\$812,774.37

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$609,580.78	\$203,193.59	\$0.00	\$0.00	\$812,774.37

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** VargasJ



Legislation Text

File #: 24-364, 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

Fire, Chief Jonathan P. Killings, (915) 212-5665

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 the FY2025 Border Zone Fire Departments Grant, application number 5185401, for the project entitled "Enhancement of Special Operations Teams Capabilities" through the Public Safety Office of the State of Texas and all related documents, including but not limited to, authorization of budget transfers, and/or revisions to the operations plan, and to accept, reject, amend, correct, extend and/ or terminate the grant, in the amount of \$148,499.18 for the period from September 1, 2024 through August 31, 2025, for the City's Fire Department's Special Response Teams to purchase necessary equipment intended to sustain and enhance current response capabilities locally and regionally to various incidents along the border; and that the City shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the Office of the Governor's grant funds, the City assures that the funds will be returned to the Public Safety Office in full.

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

DEPARTMENT: Fire Department

AGENDA DATE: March 12, 2024

PUBLIC HEARING DATE: n/a

CONTACT PERSON NAME AND PHONE NUMBER: Jonathan P. Killings, Fire Chief, (915) 212-5665

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2: Set the standard for a Safe and Secure City

SUBGOAL: 2.3 Increase public safety operational efficiency

SUBJECT:

A resolution authorizing the City Manager or designee to submit the FY2025 Border Zone Fire Departments Grant, application number 5185401, for the project entitled "Enhancement of Special Operations Teams Capabilities" through the Public Safety Office of the State of Texas and all related documents, including but not limited to, authorization of budget transfers, and/or revisions to the operations plan, and to accept, reject, amend, correct, extend and/ or terminate the grant, in the amount of \$148,499.18 for the period from September 1, 2024 through August 31, 2025, for the City's Fire Department's Special Response Teams to purchase necessary equipment intended to sustain and enhance current response capabilities locally and regionally to various incidents along the border; and that the City shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the Office of the Governor's grant funds, the City assures that the funds will be returned to the Public Safety Office in full.

BACKGROUND / DISCUSSION:

The goal of this project is to support emergency services associated with security activities along the US/Mexico Border. The El Paso region is situated in the extreme western area of the State of Texas. Bordering on New Mexico and the country of Mexico, this tristate area has seen a substantial increase in illicit movement of weapons, drugs, contraband and people. The importance of having highly trained and specially equipped Special Rescue Teams in place and ready to manage the environment's challenges is critical to the safety of communities on both sides of the border. This will be accomplished through the purchase of specialized equipment for the El Paso Special Rescue Teams - a 21-member Water Rescue Team and an 18-member Urban Search and Rescue Team (USAR). The El Paso Fire Department (EPFD) Water Rescue team frequently conducts water rescues of individuals who attempt to cross the border through waterways. These incidents are inter-agency events with U.S. Border Patrol, El Paso Police Department, and International Boundary Water Commission (IBWC) personnel. The El Paso Sector has the Rio Grande River, American Canal system and ancillary irrigation apparatus proliferated throughout the approximately 1,000 square mile region of the City and County of El Paso, Texas. An elite 21-member water rescue team of El Paso Fire Department personnel provides water rescue capabilities along these water systems and during flash floods that endanger individuals attempting to cross into the US. The USAR team responds to highly complex and technical incidents, involving high-angle, trench and confined spaces when individuals cross into the US using sewer tunnels that are accessed at the border. These incidents require confined space rescues of individuals trapped inside these tunnels resulting extensive specialized operations and resources.

PRIOR COUNCIL ACTION:

On December 10, 2019, the City Council authorized the City Manager or designee to submit the FY2020 Border Zone Fire Departments grant application for the project entitled, "Sustainment of Water Rescue Response" through the Texas Office of the Governor. The grant was awarded to the City of El Paso in the amount of \$232,477.50.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, the City of El Paso (“City”) is eligible to apply for the Public Safety Office of the State of Texas FY2025 Border Zone Fire Departments (BZFD) Grant; and

WHEREAS, the City’s Fire Department seeks to enhance its specialized teams capabilities to respond and protect individuals along the U.S./Mexico border from the consequences of natural and human-caused hazards; and

WHEREAS, there is a need to purchase and replace equipment that support the City’s Fire Department’s Special Response Teams (HazMat, ComSar, Water Rescue and Urban Search & Rescue Team (USAR)); and

WHEREAS, the Grant requires no matching funds by the City; and

WHEREAS, the Border Zone Fire Departments Grant will assist the City’s Fire Department Special Operations Response Teams protect and rescue individuals along the U.S./Mexico border.

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

1. That the City Manager or designee is authorized to submit the FY2025 Border Zone Fire Departments Grant, application number 5185401, for the project entitled “Enhancement of Special Operations Teams Capabilities” through the Public Safety Office of the State of Texas and all related documents, including but not limited to, authorization of budget transfers, and/or revisions to the operations plan, and to accept, reject, amend, correct, extend and/ or terminate the grant, in the amount of \$148,499.18 for the period from September 1, 2024 through August 31, 2025, for the City’s Fire Department’s Special Response Teams to purchase necessary equipment intended to sustain and enhance current response capabilities locally and regionally to various incidents along the border.
2. That the City shall provide all applicable matching funds for said grant, if applicable.
3. That in the event of loss or misuse of the grant funds, the City assures that the funds will be returned to the Public Safety Office of the State of Texas in full.

PASSED AND APPROVED on this _____ day of March, 2024.

CITY OF ELPASO:

Oscar Leeser
Mayor

ATTEST:

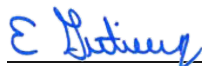
Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:



Jonathan P. Killings, Fire Chief
El Paso Fire Department

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

Declined ☐Denied ☐Awarded ☐

PSGrant#

GRANT INFORMATION FORM (GIF)**Complete either side A or if awarded, complete side B in this same form**

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards, and/or grant contract amendments. After completing either side, please forward to the GAD Office at Grants-1@elpasotexas.gov. Once a grant has been awarded and a contract/agreement needs to be processed, please complete SIDE B and forward to GAD, we will submit for Legal Review and further processing. Please use the same GIF to complete Part A & Part B so it is all kept on the same sheet.

Department City of El Paso Fire Department**DUNS-058873019/UEI-KLZGKXNFVTL4**


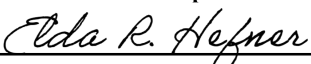
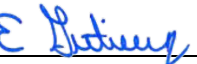
A. GRANT APPLICATION	B. CONTRACT/AGREEMENT/AMENDMENTS
A1. Department Programmatic Contact Person Name: Daniel P. Roy Title: Fire Deputy Chief Phone No.: (915) 838-3271 Email: RoyDP@elpasotexas.gov	B1. Department Financial Grant Contact Person Name: Title: Phone No.: Email:
A2. Grant Data Funding Agency: Homeland Security Grant Program / OOG Texas Grant Name: FY25 Border Zone Enhancement of Special Operations Teams CFDA/ALN: 97.067 N/A <input type="checkbox"/> Application Due Date: 03/14/2024 at 5:00PM CST Requires Signature or Review from: Mayor <input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> Legal Review <input checked="" type="checkbox"/>	B2. Grant Data Funding Agency: Grant Name: Program Name: Agency Contract No.: Grant Type: <input type="text" value="Please Select"/> Pass through Agency: Grant Start & End Date: <input type="text" value="Month"/> <input type="text" value="Day"/> <input type="text" value="Year"/> - <input type="text" value="Month"/> <input type="text" value="Day"/> <input type="text" value="Year"/> New, Continuation, or Amendment: <input type="text" value="Please Select"/>
A3. Financial Data Amount of Grant Funding Request: \$ 148,499.18 Amount of Matching Funds Requested: \$ 0.00 Amount of In-Kind Funds and/or Additional City Contributions: \$ 0.00 Total Amount Requested: \$ 148,499.18	B3. Financial Data Post-Award Amount: \$ (As indicated in the grant contract/agreement) Actual Amount of Cash Match: \$ Actual Amount of In-Kind: \$ Total Award for Project/Program: \$ 0.00
A4. Grant Classification <input checked="" type="checkbox"/> Competitive (award based on competition) <input type="checkbox"/> Entitlement (a set of funds determined under a formula) <input type="checkbox"/> Continuation (ongoing funding)	B4. <input type="checkbox"/> CM Signature required <input type="checkbox"/> Mayor Signature required <input type="checkbox"/> City Council approval required
A5. City Match Certification Has City Match been certified by the Department Director? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Does this grant allow for operating/administrative costs? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> % <input type="checkbox"/> Amount \$ _____ How is the match amount determined? <input type="checkbox"/> Fixed Amount: \$ _____ <input type="checkbox"/> Percentage of Project Cost: _____ % <input type="checkbox"/> Other (Please explain): _____ For this fiscal year, how much of the local cash amount is already in the department's budget: \$ _____ Not budgeted: \$ _____ Proposed source of match: _____	B5. Grant Accounting String: _____ City Match Accounting String: _____ Comments: No matching funds required.

Brief Description of Grant:

The FY25 Border Zone Enhancement of Special Operations Teams Grant #5185401 - This project will fund the purchase of specialized equipment for the City of El Paso Fire Department Water Rescue and Special Response Teams. The goal of this project is to support emergency services associated with the execution of security activities along the US/Mexico Border to include the greater El Paso Region.

2/29/2024

REQUIRED SIGNATURES

1. 
Department Director Signature Date
Jonathan P. Killings
Printed Name of Department Director
2.  03/04/2024
Grants Administration Division Date
3.  03/04/2024
Legal Review Date

1. _____
Department Director Signature Date
Printed Name of Department Director
2. _____
Grants Administration Division Date
3. _____
Legal Review Date

Agency Name: El Paso, City of
Grant/App: 5185401 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

Project Title: Enhancement of Special Operations Teams Capabilities
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
174600074

Application Eligibility Certify:

Created on:2/27/2024 8:30:28 PM By:Ismael Trinidad

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: Enhancement of Special Operations Teams Capabilities
Division or Unit to Administer the Project: Office of Emergency Management
Address Line 1: 6055 Threadgill
Address Line 2:
City/State/Zip: El Paso Texas 79924-6327
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: Kevin Dieter
Email: dieterkd@elpasotexas.gov
Address 1: 300 N. Cambell
Address 1:
City: El Paso, Texas 79901
Phone: 915-838-3263 Other Phone:
Fax:
Title: Mr.
Salutation: Chief
Position: Special Operation Chief

Grant Writer

Name: Ismael Trinidad
Email: TrinidadIX@elpasotexas.gov
Address 1: 6055 Threadgill
Address 1:
City: El Paso, Texas 79938
Phone: 915-838-3267 Other Phone:
Fax:
Title: Mr.
Salutation: Mr.
Position: Grant Coordinator

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): 174600074
Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Introduction

The purpose of this program is to provide grants to professional fire departments along the Texas-Mexico border region for specialized equipment, maintenance, and medical supplies to support emergency services associated with the execution of border security activities associated with deterring crimes occurring in the geographic area defined in Article IX, Section 7.10 of the General Appropriations Act.

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.

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 Governments](#). 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.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the PSO Funding Announcement, the eGrants application, the OOG's Guide to Grants, and the OOG's Grantee Conditions and Responsibilities 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 goal of this project is to support emergency services associated with security activities along the US/Mexico Border. The El Paso is region situated in the](#)

extreme western area of the State of Texas. Bordering on New Mexico and the country of Mexico, this tristate area has seen a substantial increase in illicit movement of weapons, drugs, contraband and people. The importance of having highly trained and specially equipped Special Rescue Teams in place and ready to manage the environment's challenges is critical to the safety of communities on both sides of the border. This will be accomplished through the purchase of specialized equipment for the El Paso Special Rescue Teams - a 21-member Water Rescue Team and an 18-member Urban Search and Rescue Team (USAR). The El Paso Fire Department (EPFD) Water Rescue team frequently conducts water rescues of individuals who attempt to cross the border through waterways. These incidents are interagency events with U.S. Border Patrol, El Paso Police Department, and International Boundary Water Commission (IBWC) personnel. The El Paso Sector has the Rio Grande River, American Canal system and ancillary irrigation apparatus proliferated throughout the approximately 1,000 square mile region of the City and County of El Paso, Texas. An elite 21-member water rescue team of El Paso Fire Department personnel provides water rescue capabilities along these water systems and during flash floods that endanger individuals attempting to cross into the US. The USAR team responds to highly complex and technical incidents, involving high-angle, trench and confined spaces when individuals cross into the US using sewer tunnels that are accessed at the border. These incidents require confined space rescues of individuals trapped inside these tunnels resulting extensive specialized operations and resources.

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/County of El Paso region is filled with a myriad of challenges and dangers unique the US/Mexico border – drug smuggling, human trafficking, mass migration, and the growing potential for terrorism. The terrain — treacherous mountains, a deep and fast-moving Rio Grande River, and arid and harsh remote areas also pose an imminent threat. A frequent activation of resources to mitigate illicit border crossings along the Rio Grande River is common year-round, with a significant spike in activity during the summer months. As these migrant encounters rise, so does the possibility of rescues and deaths of noncitizens who choose to make the dangerous journey. In FY2023, the El Paso Sector performed more than 149 migrant rescues and unfortunately recorded more than 29 migrant deaths. Given the unique geographical and technical hazards in the El Paso Region, the rescue disciplines of NFPA 1670 and 1006 which address Floodwater, Swiftwater and Dive Rescue, Rope Rescue, Confined Space Rescue, Hazardous Materials Air Monitoring in technical rescue situations, and Advanced Life Support (ALS) care, have become a routine tactical operational need in the El Paso Region.

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.

El Paso's specialized teams are the only teams in the West Texas Region with the capability to protect communities from the consequences of all hazards, both natural and human-caused. The City of El Paso has a 21-member Water Rescue Team and an 18-member USAR Team. The Water Rescue Team members are trained to the technician level as Swiftwater Technicians (SRT-1) and are SCUBA diving certified to Rescue Diver by Professional Association of Dive Instructors (PADI). They are also a NIMS Type III Swiftwater/Flood Search and Rescue team for Texas A&M Task Force One. The USAR Team, a regional Type IV Urban Search and Rescue Team, is made up of 18 members trained in high-angle, confined space, hazmat, structural collapse, heavy vehicle rescue, machinery rescue and specialized rescue techniques. The El Paso Fire Department operates annually from a budget set by tax base and utilizes grants to assist in attaining equipment and training to support its specialized teams that would be otherwise unattainable due to budget constraints. The following existing capability levels are documented in the 2022 Threat and Hazard Identification and Risk Assessment (THIRA): Mass Search and Rescue Operations, Page 45, identifies the capability target as: Within 4 hours of an incident, conduct search and rescue operations for 58 people requiring rescue. El Paso Water Rescue Team has one Zodiac 13'9" (RIB) inflatable boat with a 40-horse power and 18 floodwater and swift water rescue certified personnel. For a large-scale event the jurisdiction does not have sufficient resources to conduct search and rescue operations on its own. All 58 people needing rescue could be rescued in 5 hours. The boat can carry about 5 people. Activation of the Water and Rescue Team in addition to the DPS resources would take place immediately and will take approximately 30 minutes to start rescuing people.

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 following capability gaps are documented in the 2022 Stakeholder Preparedness Review (SPR): (1) Mass Search and Rescue Operations, Page 79, identifies the need for equipment for all Task Force Teams and purchase of new equipment to increase capabilities; (2) Mass Search and Rescue Operations, Page 79, identifies the need for vehicle stabilization struts; (3) Mass Search and Rescue Operations, Page 79, identifies the need for a heavy-duty strut system with a working load limit of 19,300 Lbs.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The project is intended to sustain and enhance current response capabilities locally and regionally in response to water rescue and special rescue incidents on the border. It will provide the necessary equipment to ensure that the both regional teams are capable of responding and protecting the lives of those along the border within Texas Disaster District 8. With the provided equipment, the teams will be able to rapidly intervene in water rescues and special rescues and recoveries related to migration, thus minimizing the risk to personnel and the community. All of which are identified as current capability gaps within the 2022 RGCOC SPR. The investment into these equipment items will close the gaps and expand functional capability within the El Paso Fire Department.

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.*)

4.1 Enhance the systems and organizational structures that coordinate and manage response operations to ensure unified, efficient effort. 4.1.1 Strengthen the state's regionally focused, multi-discipline, all hazards response system that ensures each region statewide has access to the necessary response teams and resources, to include enhancement of resource request and mutual aid processes

Target Group :

Identify the target group and population expected to benefit from this project.

The target group includes the El Paso Fire Department (EPFD), the EPFD Water Rescue and Special Rescue Teams (USAR), State and Regional partners and a combined regional population of approximately 2.7 million that make up the City/County of El Paso, Cd. Juarez, Chihuahua, Mexico and Las Cruces, New Mexico.

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 will continue funding the water rescue and special response team employee salaries and regular maintenance of equipment purchased with local, state and federal grants.

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
----------	-------------	-------------

Fire/EMS Operations	100.00	The goal of this project is to support emergency services associated with security activities along the US/Mexico Border. The El Paso is region situated in the extreme western area of the State of Texas. Bordering on New Mexico and the country of Mexico, this tristate area has seen a substantial increase in illicit movement of weapons, drugs, contraband and people. The importance of having highly trained and specially equipped Special Rescue Teams in place and ready to manage the environment's challenges is critical to the safety of communities on both sides of the border. This will be accomplished through the purchase of specialized equipment for the El Paso Special Rescue Teams - a 21-member Water Rescue Team and an 18-member Urban Search and Rescue Team (USAR).
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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/Operators equipped	35

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
Number of Individuals Trained	35
Number of Special Response Teams personnel provided with new or updated equipment.	35
Number of Special Response Teams created, maintained or enhanced.	2
Number of trainings conducted.	20

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** 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?

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:

138112377

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

11745669

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:

8/31/2023

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.

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	Equipment/Accessories for Fire/EMS Response Vehicle (purchased separately from vehicle)	POWER HAWK TECH. AUTO CRIB-IT 17HGT (2-AC-17)	\$3,180.00	\$0.00	\$0.00	\$0.00	\$3,180.00	2
Equipment	Equipment/Accessories for Fire/EMS Response Vehicle (purchased separately from vehicle)	RAE Systems MiniRAE 3000+ Portable Handheld VOC Monitor only	\$4,880.00	\$0.00	\$0.00	\$0.00	\$4,880.00	1
Equipment	Equipment/Accessories for Fire/EMS Response Vehicle (purchased separately from vehicle)	Mustang Swiftwater suits MSD624	\$11,500.00	\$0.00	\$0.00	\$0.00	\$11,500.00	5
Equipment	Equipment/Accessories for Fire/EMS Response Vehicle (purchased separately from vehicle)	Husqvarna K1 PACE Fire Rescue Saw Package	\$6,038.00	\$0.00	\$0.00	\$0.00	\$6,038.00	2
Equipment	Fire/EMS Rescue Equipment (cost per unit greater than \$5,000)	PARATECH INC. Heavy Vehicle Extrication Kit	\$55,800.99	\$0.00	\$0.00	\$0.00	\$55,800.99	1
Equipment	Fire/EMS Rescue Equipment (cost per unit greater than \$5,000)	PARATECH INC. Man And Machine Kit	\$7,966.99	\$0.00	\$0.00	\$0.00	\$7,966.99	1
Equipment	Fire/EMS Rescue Equipment (cost per unit greater than \$5,000)	PARATECH PAKHAMMER SELF CONTAINED KIT	\$26,273.20	\$0.00	\$0.00	\$0.00	\$26,273.20	2
Equipment	Fire/EMS Rescue Equipment (cost per unit greater than \$5,000)	RAE Systems MiniRAE 3000+ Portable Handheld VOC Monitor with calibration kit and gases.	\$5,522.00	\$0.00	\$0.00	\$0.00	\$5,522.00	1
Equipment	Fire/EMS Rescue Equipment (cost per unit greater than \$5,000)	Elevator Support Unit Kit. Paratech, Inc	\$6,461.00	\$0.00	\$0.00	\$0.00	\$6,461.00	1
Equipment	Fire/EMS Rescue Equipment (cost per unit greater than \$5,000)	Paratech Elevator Shaft Rescue Kit (ESR) 22-796890K	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	1
Equipment	Fire/EMS Rescue Equipment (cost per unit greater than \$5,000)	Paratech Remote Placement MULTIFORCE Bag Kit	\$13,377.00	\$0.00	\$0.00	\$0.00	\$13,377.00	1

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	\$148,499.18	\$0.00	\$0.00	\$0.00	\$148,499.18

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$148,499.18	\$0.00	\$0.00	\$0.00	\$148,499.18

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** Trinidad12



Legislation Text

File #: 24-365, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Zoo, Joe Montisano, (915) 212-2800

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager or designee to amend the FY2024 Schedule "C" fees for the El Paso Zoo to include fees for Zoo Memberships and Zoo Camps, attached to the Resolution as Exhibit A.

RESOLUTION

WHEREAS, on August 15, 2023, pursuant to Section 7.3(D) of the City of El Paso Charter, the City Council approved the FY2024 City Budget by resolution (“Budget Resolution”); and

WHEREAS, Schedule “C” of the FY2024 Budget is the department fee schedule for the City of El Paso; and

WHEREAS, the El Paso Zoo is requesting to amend the FY2024 Schedule “C” to include fees for Zoo Memberships and Zoo Camps; and

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

THAT, the City Manager, or designee, be authorized to effectuate the listed budget revisions, attached to this Resolution as Exhibit “A”, for the El Paso Zoo.

APPROVED this ____ day of _____, 2024

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:

Joe Montisano

Joe Montisano, Director
El Paso Zoo and Botanical Gardens

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

DEPARTMENT: Zoo

AGENDA DATE: 3/12/2024

PUBLIC HEARING DATE: n/a

CONTACT PERSON NAME AND PHONE NUMBER: Joe montisano 915- 212-2800

DISTRICT(S) AFFECTED: All districts

STRATEGIC GOAL: Goal 4 Enhance El Paso's C

SUBGOAL: 4.2-Create innovative recre

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.

The City Manager or Designee, be authorized to effectuate the listed budget revisions, attached to the Resolution as Exhibit "A, for the El Paso Zoo.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The El Paso Zoo's Schedule "C" for the FY2024 Budget did not include fees for Zoo Memberships and Zoo Camps. Due to recent events, it is necessary for those items to be included into the El Paso Zoo's Schedule C.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, Council Approval-August 15, 2023.

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: Joe Montisano

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

Exhibit “A”

El Paso Zoo

Schedule “C” Amendment

Zoo Memberships;

SPIDER MONKEY	1 Named Adult	\$60
TAPIRS	2 Named Adults	\$75
BIRD'S NEST	1 Named Adult & up to 2 Children	\$85
WOLF PACK	2 Named Adults & up to 5	\$105
TIGER TEAM	2 Named Adults, up to 5 Children & 1 Adult Guest	\$130
PENGUIN PALS	2 Named Adults, up to 5 Children & 2 Adult Guest	\$160

Summer Camp;

The cost of each session is \$125 per child (Non-Members) and \$115 per child (Members).



Legislation Text

File #: 24-346, 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.

Approve a Resolution that the Taxpayer, ANA LARIOS, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2023 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$639.13, for the property with the following legal description:

18 RANCHOS DEL SOL #6 AMENDING PLTLOT 8 (9823.67 SQ FT)

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

AGENDA DATE: March 12, 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.

Approve a resolution that the Taxpayer, ANA LARIOS, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2023 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$639.13, for the property with the following legal description:

18 RANCHOS DEL SOL #6 AMENDING PLTLOT 8 (9823.67 SQ FT).

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?

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

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Council has considered this previously on a periodic 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? _X_ YES ___NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Sheryl R. Mack for Maria O. Pasillas

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

RESOLUTION

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

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

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, ANA LARIOS ("Taxpayer") requested a waiver of penalties and interest on February 20, 2024, before the 181st day after the delinquency date, in the amount of \$639.13 for the 2023 delinquent taxes for the property with the following legal description:

18 RANCHOS DEL SOL #6 AMENDING PLTLOT 8 (9823.67 SQ FT)

WHEREAS, the Taxpayer paid the taxes owed on the property on February 20, 2024, which is not later than the 21st day after the date the taxpayer knew or should have known of the delinquency; and

WHEREAS, the Taxpayer's failure to pay the tax before the delinquency date was a result of an act or omission of the tax office.

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

THAT the Taxpayer, ANA LARIOS has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2023 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$639.13, for the property with the following legal description:

18 RANCHOS DEL SOL #6 AMENDING PLTLOT 8 (9823.67 SQ FT)

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 20__.

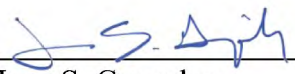
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

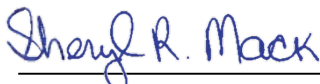
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

 for Maria O. Pasillas

Maria O. Pasillas, RTA
City Tax Assessor/Collector

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Ana Larios
Business Name	n/a
Agenda Item Type	n/a
Relevant Department	n/a

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: Ann Larios Date: 02/28/2024



Legislation Text

File #: 24-363, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 5

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

AGENDA LANGUAGE:

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

A Resolution that the Mayor be authorized to sign an Interlocal Agreement with the Camino Real Regional Mobility Authority (CRRMA) to provide right-of-way acquisition services for the Montwood Drive extension project.

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

AGENDA DATE: March 12, 2024
PUBLIC HEARING DATE: N/A

**CONTACT PERSON(S) NAME
AND PHONE NUMBER:** Joaquin Rodriguez, (915) 212-0065

DISTRICT(S) AFFECTED: District 5

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

Discussion and action on resolution authorizing the Mayor to enter in to an Interlocal agreement with the Camino Real Regional Mobility Authority (CRRMA) to provide right-of-way acquisition services for the Montwood Dr extension project.

BACKGROUND / DISCUSSION:

The extension of Montwood Dr. from Shreya to Rich Beem in El Paso's east side planning area was approved by voters in the 2022 Community Progress Bond Election. Design of the project is being managed by El Paso County, The City will be responsible for construction. The proposed alignment traverses privately owned parcels which will need to be acquired to accommodate the extension. This interlocal agreement authorizes the CRRMA to perform right of way acquisition services on behalf of the city and initiate the annexation process for the right of way.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$ 475,655.86 Community Progress Bond

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the Mayor is authorized to sign an Interlocal Agreement between the City of El Paso ("City"), a home rule municipal corporation, and the Camino Real Regional Mobility Authority ("Authority"), for the Authority, on behalf of the City, to acquire eighteen parcels necessary to extend Montwood Drive between Shreya Street and Rich Beem Boulevard; and to complete the documentation necessary to annex the property into the City. In exchange for such services, the City shall pay the Authority \$475,655.86, which does not include the purchase price of the properties.

APPROVED this _____ day of _____, 2024.


CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor

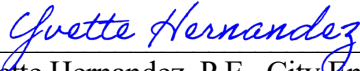
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

EL PASO COUNTY }
 }
STATE OF TEXAS }

**INTERLOCAL AGREEMENT
Montwood Drive Extension Project**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the CITY OF EL PASO, TEXAS (City) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (“Authority”), (collectively, the “Parties”), for the purposes described herein.

RECITALS

WHEREAS, the City of El Paso is a Home Rule city operating pursuant to the laws of the State of Texas; and

WHEREAS, the Authority is a regional mobility authority created and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§26.1 *et seq.* and is a body politic and corporate and political subdivision of the State; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033(7) of the RMA Act permits the Authority to enter into agreements with other governmental entities for transportation project development related services; and

WHEREAS, Section 791.028(b) of the Texas Government Code authorizes a local government to contract with another local government to pay jointly all or part of the costs of a state or local highway, turnpike, or road project, including the cost of an easement or interest in land required for or beneficial to the project; and

WHEREAS, the City, the Authority, and the County of El Paso are cooperating on a project to improve Montwood Drive by constructing an extension of Montwood Drive between Shreya Street and Rich Beem Boulevard (the “Montwood Project”); and

WHEREAS, the successful completion of the Montwood Project will improve mobility and the quality of life in the City and the County of El Paso; and

WHEREAS, for purposes of the Montwood Project, the City is responsible for acquiring certain rights-of-way along or adjacent to Montwood Drive that are necessary for the Montwood Project; and

WHEREAS, as a joint road project with other local public entities and agencies, the City may use funds from its 2022 Community Progress Bonds for acquiring property for the Montwood Project; and

WHEREAS, the Authority, through its consultants and contractors, has the professional capability and experience to acquire property for the Montwood Project, including performing property assessment and acquisition, as well as completing the documentation necessary for annexation into the municipal city limits; and

WHEREAS, the Parties agree that the Authority's acquisition and preparation of annexation documentation for the property will expedite the delivery of the Montwood Project to the City and County of El Paso;

WHEREAS, the City and Authority desire to enter into this Agreement to allow for the Authority to complete the acquisition and preparation of annexation documentation services as requested and funded by the City; and

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

I. FINDINGS

A. Recitals. The Recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies.

II. DUTIES AND RESPONSIBILITIES OF THE AUTHORITY

A. Scope of Services. Subject to the terms of this Agreement, the Authority shall perform the services related to the appraisal, acquisition, and preparation of annexation documentation for 18 parcels of land necessary for the Montwood Project. A detailed description of the services to be provided by the Authority are included in **EXHIBIT A** to this Agreement ("Scope of Services"), which is incorporated herein by reference.

B. Effective Date. The effective date of this Agreement shall be the day that the El Paso City Council approves this Agreement (the "Effective Date"), as noted on the signature page below.

C. Time of Performance. The Authority shall commence the provision of services on the Effective Date. The term of the Agreement shall end on either 1) 18 months from Effective Date or 2) the date on which the Authority completes its Scope of Services, whichever date occurs first, unless terminated earlier as permitted herein. Notwithstanding anything herein to the contrary, all real property rights, including any rights of way, acquired by the Authority in connection with the Montwood Project pursuant to the terms of this Agreement shall be transferred to the City prior to the any termination of this Agreement.

D. Estimated Budget. An estimated budget to complete the Scope of Services is set forth in **EXHIBIT B** to this Agreement (the "Estimated Budget"), which is incorporated herein by

reference. The Parties will cooperate in efforts to minimize the costs reflected in the Estimated Budget. The Parties acknowledge and agree that the Estimated Budget does not include the purchase price of the properties that Authority shall acquire on behalf of the City; nor does the Estimated Budget include the cost of services related to eminent domain that may be required. See Paragraph J, Section II, below.

E. Costs in Excess of Estimated Budget. Should actual costs exceed the amounts provided in the Estimated Budget, the Authority shall not commence or continue services until it has notified the City Engineer, in writing, and received approval of the City Engineer, in writing, to proceed. For purposes of this Paragraph E, Section II, the provision of notice or approval “in writing” shall include providing notice or approval by email. The Authority shall not be obligated to pursue or complete the Scope of Work if the funds available from the City are insufficient to pay all costs required for completion of such services and the City fails to provide additional funding to cover the amount of such deficiency.

F. Limited Use of Funds. Funds provided by the City under this Agreement shall be used only for the work performed pursuant to the Scope of Services.

G. Authority Performance Measures. Some of the services being provided pursuant to this Agreement are an extension of the services being provided to the Authority under agreements with contractors or under consulting agreements with third-party professionals. As such, the Authority shall ensure, through its agreements with such contractors and third-party professionals, that the same performance measures are established and maintained for the performance of the services delivered pursuant to this Agreement as are applicable to work performed by such contractors and third parties on other Authority Projects. The Authority shall enforce such measures and standards on the City’s and the Authority’s behalf, and the Authority shall not agree to modify performance measures, as they may relate to the services contemplated herein, without the prior written consent of the City.

H. Reports to the City. The Authority shall, at such times and in such form as the City may reasonably request, furnish periodic information concerning the status of the progress on Authority’s Scope of Services and the performance of the Authority’s obligations under this Agreement.

I. Accounting. The Authority shall use diligence to ensure that the use of funds provided by the City is for proper and documented expenditures. Complete books and records shall be maintained by the Authority of payments made pursuant to this Agreement. All such books and records shall be deemed complete if kept in accordance with the Governmental Accounting Standards Board’s principles and in accordance with the provisions of the RMA Act. Such books and records shall be available for examination by the duly authorized officers or agents of the City during normal business hours upon request made not less than five (5) business days prior to the date of such examination. In addition, the Authority shall coordinate with the City’s Auditor’s Office to provide information and documentation necessary for the City to complete its annual books, records and reports for each fiscal year, during which: (1) Funds are/were distributed pursuant to this Agreement; (2) Any relevant warranties are/were in effect; and/or (3) Any relevant claims are/were outstanding.

J. The Exercise of Eminent Domain Authority. The Authority's Scope of Services does not include eminent domain services. The Parties agree that, should it become necessary to exercise eminent domain authority to acquire property, the Parties shall reevaluate the Scope of Services and, if agreeable to both Parties, amend the Agreement to include such eminent domain services and any other necessary revisions or take such other actions as mutually agreed upon.

III. DUTIES AND OBLIGATIONS OF THE CITY

A. Compensation. The City shall provide funds to the Authority as identified within **EXHIBIT B** for the costs of those services specified within **EXHIBIT A**.

B. Not-to-Exceed Amount. In no event shall the City pay more than \$475,655.86 as identified within **EXHIBIT B** for services performed in accordance with this Agreement. The Parties acknowledge and agree that this amount does not include the purchase price of the properties that Authority shall purchase on behalf of the City; nor does the Estimated Budget include the cost of services related to eminent domain that may be required.

C. Form of Payment; Purchase of Real Property Interests.

1. The Authority shall submit monthly invoices to the City for acquisition services rendered by the Authority and its consultants, which shall be paid by the City within fifteen (15) days of receipt, to ensure compliance with the Texas Prompt Payment Act. Submittals shall also include status reports in a form and style reasonably agreed upon by the City.
2. Upon negotiation of a purchase price on one or more parcels, the Authority shall submit such information to the City prior to making a final offer to the property owner(s). Prior to the purchase of any property on behalf of the City, the Authority shall obtain an independent appraisal of the property's market value on behalf of the City as required by Section 252.051 of the Texas Local Government Code. The Authority shall ensure that the appraisal is addressed to both the Authority and the City; and the Authority shall provide the City with a copy of the appraisal within a reasonable time of the appraisal's completion. The Authority must receive approval of the final purchase price from the City before proceeding with the purchase. Should a property owner accept the final offer, the Authority shall request payment for the same from the City.
3. The City, recognizing the expediency of property closings, shall make payment to the Authority within seven (7) calendar days of written request by the Authority, so as to avoid unnecessary delays, and associated expenses, in the acquisition of such parcel(s).
4. Notices and other communications made pursuant to this Paragraph C, Section III, may be made via email.

D. Financial Obligations of the City. The City shall have no financial obligation to make any payment, in whole or in part, on behalf of, or to, the Authority, unless specifically provided in accordance with the terms of this Agreement, its exhibits, or amendments.

E. Disclosure of Information. The City covenants and agrees that it shall cooperate with the Authority to ensure the timely completion of the Scope of Services within specified and agreed upon budgets and shall promptly provide the Authority with such information or support as may be necessary for the Authority to satisfy its obligations under this Agreement.

IV. PARTY REPRESENTATIVES AND LEGAL NOTICES

A. Party Representatives. The designated representatives authorized to communicate on behalf of each party hereto, and the addresses to which notices due hereunder should be directed, are as follows, unless and until either Party is otherwise notified in writing by the other:

City:

City Engineer
P.O. Box 1890
El Paso, Texas 79901

Authority:

Executive Director
801 Texas Avenue
El Paso, Texas 79901

For purposes of this Paragraph A, Section IV, the designated representative may specify a second person who is also authorized to communicate on behalf of the party by notifying the other party in writing. For purposes of this Paragraph A, Section IV, written notification shall include an email.

B. Limitations on City Representative. Notwithstanding anything contained herein to the contrary, any amendment to this Agreement shall be in writing and shall require the action of the City Council.

C. Legal Notices. Any and all notices and communications under this Agreement shall be in writing and mailed by first-class mail, or hand delivered, addressed to the following designated officials:

City:

City Engineer
P.O. Box 1890
El Paso, Texas 79901

Authority:

Executive Director
801 Texas Avenue
El Paso, Texas 79901

V. TERMINATION

A. Termination for Convenience. Either party may terminate this Agreement without cause after 30 days written notice to the other party of the intention to terminate this Agreement. The party providing services under this Agreement will halt all work when the termination notice sent by the terminating party is received by the non-terminating party.

B. Termination for Cause. Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least 30 calendar days to the non-terminating party to cure such failure.

C. Transfer of Real Property Interests. Prior to any termination of this Agreement, all real property rights, including any rights of way, acquired by the Authority in connection with the Montwood Project shall be transferred to the City.

VI.

NO INDEMNIFICATION

A. No Indemnification. The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.

B. Claims. Each party must handle any claims resulting from their actions in this Agreement.

C. Acts and Omissions. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.

VII.

GENERAL PROVISIONS

A. Waiver. Neither this Agreement nor any of the terms hereof may be waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy.

B. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

C. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

D. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

E. Independent Contractor Relationship. This Agreement does not create an employee-employer relationship between the Authority and the City. As such, neither party is subject to the liabilities or obligations the other party obtains under the performance of this Agreement.

F. Time is of the Essence. The times and dates specified in this Agreement are material to this Agreement.

G. Confidentiality. The Authority acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with the Texas Public Information Act.

H. Governing Law and Venue. This Agreement is governed by Texas law. For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.

I. Compliance with Laws. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

J. Successors and Assigns. This Agreement shall bind and benefit the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party hereto without first obtaining the written consent of the other Party.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties.

L. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

M. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

N. Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

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

APPROVED this ____ day of _____, 2024.


CITY OF EL PASO, TEXAS

Oscar Leeser, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



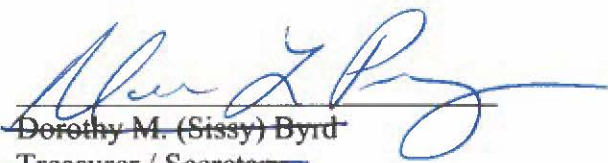
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**



Joyce A. Wilson, Chair

ATTEST:



~~Dorothy M. (Sissy) Byrd~~
~~Treasurer / Secretary~~

MONICA L. PEREZ
SECRETARY

EXHIBIT A

AUTHORITY'S SCOPE OF WORK

1. **ROW ACQUISITION SERVICES**

The Authority will provide services associated with the acquisition of eighteen (18) parcels needed for the construction of the Montwood Drive Project. A graphic showing the parcels to be acquired is attached in Attachment 1 of this **EXHIBIT A**, which is incorporated herein by reference.

The ROW Acquisition Services to be completed by the Authority shall include, but are not limited to, the services described and outlined in Attachment 2 of this **EXHIBIT A**, which is incorporated herein by reference.

2. **TRANSFER OF PROPERTIES**

The parcels shall be acquired in the Authority's name and subsequently transferred to the City, at a date to be agreed upon between the Parties.

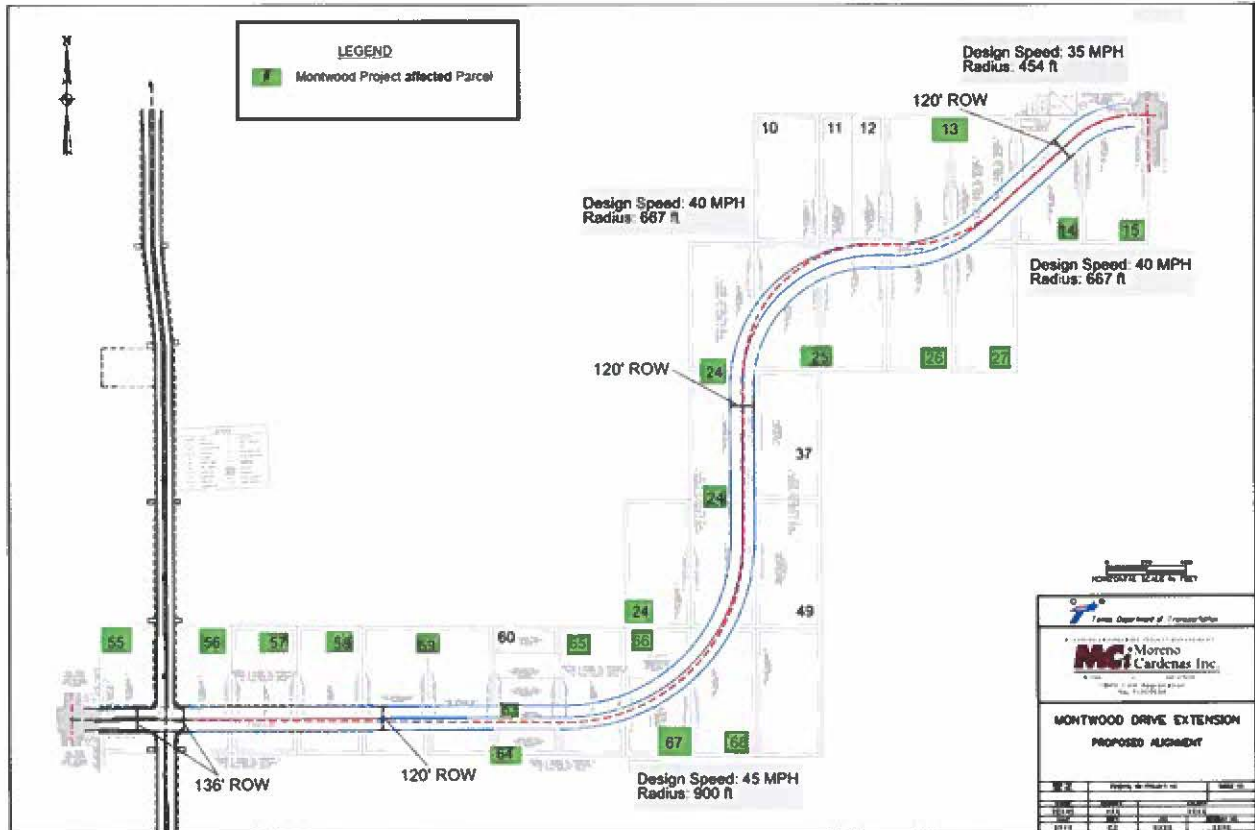
3. **ANNEXATION SERVICES**

After acquisition of the parcels, the Authority will be responsible for completing all documentation required by the City's Application for Annexation document (version identified as "Revised 4/2020") for the 18 identified parcels.

[ATTACHMENT 1 AND ATTACHMENT 2 ON THE FOLLOWING PAGES]

ATTACHMENT 1

PARCELS TO BE ACQUIRED



[END OF ATTACHMENT 1]

ATTACHMENT 2

SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT ("GEC")

INTRODUCTION

The scope of work for this work authorization includes Right of Way Acquisition, Appraisal, Appraisal Review, Title, and Annexation services for the Montwood Drive Extension Project, which is being jointly developed by the City of El Paso, El Paso County, and the Authority. The services requested of the GEC, by and through the Authority, shall be provided for the acquisition of eighteen (18) parcels, as well as the development of annexation documentation for such parcels along the proposed Montwood Drive extension from Shreya Street to Rich Beem Boulevard, as more fully identified herein.

TASK 1 - RIGHT OF WAY ACQUISITION SERVICES

- **Project Management Services ("Project Management")**
 - GEC shall prepare and deliver one monthly invoice for services provided under this work authorization utilizing standard payment submission forms with supporting documentation. Supporting documentation requirements are determined by the AUTHORITY.
 - GEC shall attend monthly status meetings with date, required attendees, time and location to be determined by the AUTHORITY.
 - GEC will coordinate all required right of way related activities with the project surveyor, title company, appraiser, review appraiser, acquisition agents, relocation agents, condemnation support staff and condemnation attorney(s).
 - GEC will conduct weekly or bi-weekly right of way acquisition status meetings with project personnel to update status and identify action items.
 - GEC will report project status to the AUTHORITY as requested.
 - GEC shall coordinate with staff and contractors that have the responsibility of utility accommodation, coordination, and verification that result in the adjustment of utilities such that construction of the transportation project can proceed without delay.
- **Negotiation Service**
 - GEC shall prepare initial property owner contact list.
 - GEC shall, at a minimum, provide a monthly written report on the status of service tasks completed and service tasks remaining in order to bring each parcel into possession.
 - Electronic parcel files must be kept with permanent records transferred to the AUTHORITY. GEC shall maintain working files in the GEC's project management office. GEC shall electronically submit all documents generated or received by the GEC to the AUTHORITY office. Upon closing of a parcel, GEC shall transfer all remaining documents not previously submitted. GEC shall submit documents required to be hard copies as generated.

- GEC shall maintain copies of all correspondence and contacts with property owners.
- GEC shall maintain records of all payments including, but not limited to, warrant number, amount, and date paid.
- GEC shall analyze preliminary Title Commitment report to determine potential title problems. This includes analysis of access easements.
- GEC shall secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as abstractor's fees) these costs must be reimbursed to the GEC as pass-through costs; any such costs must be approved by the AUTHORITY in advance.
- GEC shall analyze appraisal and appraisal review reports and confirm the approved value prior to making an offer for each parcel.
- GEC shall prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- GEC shall provide property description to the property owner.
- Securing Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration (PUAIC) is part of general Negotiation Services. GEC shall explain and provide the opportunity for the property owner to execute a PUAIC in accordance with the AUTHORITY or TxDOT policy and procedures.
- GEC shall prepare all documents required or requested by the AUTHORITY on applicable TxDOT forms (i.e., the initial offer letter, memorandum of agreement, instruments of conveyance).
- GEC shall send the written offer, appraisal report, and required brochures to each property owner or the property owner's designated representative through CMRRR; maintain coordination of all closing activities, including but not limited to following-up on contacts and securing the necessary instruments upon acceptance of the offer; and retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.
- GEC shall respond to property owner inquiries verbally and in writing within two business days.
- GEC shall prepare a separate negotiator contact report for each parcel, per contact, on applicable TxDOT forms.
- The curative services necessary to provide a clear title are the responsibility of the GEC and thus are part of the GEC's fee for Negotiation Services and Condemnation Support Services. Curative services do not include costs and expenses that qualify as payment of incidental expenses to transfer real property. Incidental expenses not paid to the title company are reimbursed as a pass-through cost but must be approved by the GEC in advance.
- GEC shall have direct contact with the title company to obtain an updated Title Commitment along with other forms and certified copies of the instrument of conveyance necessary when requesting the parcel payment through the AUTHORITY.
- All original documents generated or received by the GEC must be delivered to AUTHORITY. Copies or working file documents must be kept by the GEC.
- GEC shall maintain parcel files of original documentation related to the purchase of

- the real property or property interests.
- GEC shall provide closing services in conjunction with the title company and shall be required to attend closings. In the event of a closing by mail, title work must be reviewed prior to the closing by mail and again prior to recording of the instrument.
- GEC shall record all original instruments immediately after closing at the respective county clerk's office.
- GEC shall advise property owner of the administrative settlement process, assist them with the preparation of a counteroffer package, and shall transmit any written counteroffer from property owners including applicable forms, supporting documentation and written comments with regard to Administrative Settlements in accordance with the AUTHORITY's policy and procedures.
- GEC shall secure title insurance for all parcels acquired, insuring acceptable title. Written approval by the AUTHORITY is required for any exception.
- GEC shall appear and provide Expert Witness testimony as required.
- GEC shall follow current TxDOT guidelines when negotiating parcels.
- **Condemnation Support Services**
 - In the event acquisition efforts by the GEC are unsuccessful, GEC shall prepare and send all final file documents to the AUTHORITY required to initiate eminent domain activities.

TASK 2 – APPRAISAL AND APPRAISAL REVIEW SERVICES

- GEC shall select and use only Appraisers certified by the Texas Appraiser Licensing and Certification Board (TALCB). The selected appraiser should also possess additional credentials from recognized appraisal professional organizations.
- All appraisal services must comply with the Uniform Standards of Professional Appraisal Practice ("USPAP") and applicable Texas Law.
- **Initial Real Estate Appraisal Services**
 - Appraisers must provide advance notice of the date and time of their appraisal inspections of the subject property to the GEC Project Manager in order to coordinate the Appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Agent.
 - GEC shall prepare and conduct personal pre-appraisal contact with interest owners or their designated representative. The appraiser shall also contact the property owner prior to their inspection for each parcel and offer each owner the opportunity to accompany the Appraiser and Relocation Agent on the inspection of the subject property. The records of contact shall be part of the parcel file.
 - With the information from the GEC, the Appraiser must secure permission from the owner to enter the property from which real estate is to be acquired. If after diligent effort the Appraiser is unable to secure the necessary permission from the property owner, a written waiver must be obtained from the AUTHORITY. The permission or written waiver must be incorporated into the appraisal reports.
 - The assignment for an initial and update appraisal are two separate and distinct

appraisal assignments. The fee for each assignment must be reflective of the complexity of the specific individual assignment.

- For an initial appraisal assignment, the Appraiser shall prepare an appraisal estimating total compensation for each parcel to be acquired in a format that conforms to and complies with Standard 2-2(a) of the USPAP for an “Appraisal Report” as promulgated by the Appraisal Foundation.
 - As necessary, GEC shall prepare written notification to the AUTHORITY of any environmental concerns associated with the right of way to be acquired, which may require environmental re-mediation.
 - All completed appraisals must be administratively reviewed and recommended for approval.
 - Processing monthly invoices for appraisal services will not be delayed for the purpose of the completion of the administrative review.
 - GEC coordinates with the Review Appraiser (if applicable) regarding revisions, comments, or additional information that might be required.
 - The Review Appraiser must coordinate with the Appraiser.
- **Appraisal Review Services**
 - Review Appraiser must review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and the USPAP.
 - Review Appraiser shall prepare and submit an appraisal review report which complies with content in Standard 4-2 of the USPAP for each appraisal review assignment.
 - The assignment for the review of an initial and update appraisal are two separate and distinct appraisal review assignments. The fee for each review assignment must be reflective of the complexity of the specific individual review assignment.
 - The review appraiser shall review appraisal reports for the purposes of establishing total compensation for eminent domain purposes.
 - The review appraiser will recommend the appraisal reports and total compensation for approval or acceptance, by use of a report which complies with Standard 4-2 of USPAP, which serves as the appraisal review report for the reviewer.
 - The appraisal reviews of appraisal reports will be performed within the requirements of the USPAP and with acceptable appraisal review standards for eminent domain purposes. Recognized methods and techniques of credible appraisal reports and reviews which are taught in appraisal courses and found in texts and publications should also be a reference for the review appraiser.
 - Appraisal reviews that require a conclusion, approval, agreement, or release of a value shall constitute a “technical review” and will comply with the related requirements.

TASK 3 – TITLE SERVICES

- **Title Examination**

The GEC will provide title examination and closing services for the project through a subcontractor on behalf of the AUTHORITY and City of El Paso. Services rendered will

include the following:

- Upon receipt of a legal description of the parcel(s) required from the project surveyor, the GEC will provide a title commitment indicating current ownership along with a copy of the vesting documents to support Schedule A. The GEC will also provide all recorded documents shown as exceptions to title on Schedule B of the title commitment and all documents shown as title curative requirements on Schedule C of the title commitment. The GEC will depend on this information to deliver clear title to the parcels being acquired.
 - The GEC will provide updates to title commitment as required by the AUTHORITY though the life cycle of the project.
 - If a parcel to be acquired requires acquisition by eminent domain, the GEC will review pleadings to confirm that the condemnation proceeding will dispose of all interests and vest fee simple title in the AUTHORITY and/or City of El Paso.
- **Title Policy**

The GEC, through a subcontractor, will serve as escrow agent and provide closing services upon receipt of funds for the parcel being acquired, including the following:

 - The GEC will prepare settlement statements on a HUD-1 form along with other affidavits or closing requirements. The GEC will provide these documents to the AUTHORITY for review and execution, as required, prior to closing.
 - The GEC will provide in person closings or mail outs to owners as necessary.
 - The GEC will disburse funds to sellers, with all normal closing costs to be charged to the AUTHORITY and/or City of El Paso.
 - All deeds and required title curative documents will be appropriately recorded with the County Clerk of El Paso County.
 - The GEC will deliver an owner's policy of title insurance to the AUTHORITY and/or City of El Paso, showing said entity as the named insured.
 - The GEC will comply with any special requirements (such of deletion of survey exception) or other requirements as specified by the AUTHORITY and City of El Paso.

TASK 4 – ANNEXATION SERVICES

- Complete the annexation form and initiate the annexation application process.
- Assist in coordination throughout annexation process.
- Attend Pre-Application Meeting with planning staff.
- Provide a Generalized Development Plan – A digital copy of a general development plan drawn at a scale of at least 1" = 50' showing:
 - Legal description of the property;
 - The boundaries of the property;
 - Location of existing buildings and structures;
 - General arrangement of existing and proposed land uses, including any zoning proposed, and including but not limited to, parks, schools, public facilities and civic places sites; open space, trails, streets, bikeways, major drainage ways and transit corridors.
 - The proposed density expressed in units per acre and population by land use projected

- for the next ten years.
- Layout and relationship of the proposed development to surrounding land uses, including zoning.
- Contact the City of El Paso and provide one (1) copy of a certificate from title company authorized to do business in the state of Texas demonstrating that the individual(s) or corporation making the application for annexation is the current property owner.

TASK 5 – METES AND BOUNDS SERVICES

All surveying will comply with the Professional Land Surveying Practices Act, Article 5282c, Vernon's Texas Civil Statutes. All surveying will comply with applicable rules promulgated by the Texas Board of Professional Land Surveying. The Manual of Practice published by the Society of Professional Surveyors will be used as a guide in determining accuracy requirements and procedures to follow. The field surveying efforts will include the following:

- Thoroughly assess all 18 parcels scheduled for annexation, ensuring their proper setup, documentation, and accurate coordinates. Additionally, include three (3) extra parcels that require both a Topography Survey and a Metes and Bounds Description. Assist in guiding the completion of annexation forms.
- One (1) copy of a written, sealed Metes and Bounds Description shall contain the stamp or seal of a registered land surveyor and shall be dated within one year of the application submittal date.
- A Survey Map – The Metes and Bounds Description shall be accompanied by one (1) copy of a survey map that shall contain the legal description, the stamp or seal of a registered land surveyor, and shall be dated within one year of the application submittal date. If there are existing structures on the subject property, they will be described accurately on the survey map.

ASSUMPTIONS

- The AUTHORITY will coordinate and handle all condemnation proceedings.
- Hourly rates and overhead rates shown in Exhibit B are estimates or averages used for the purpose of establishing the not to exceed budget for this work authorization.
- Property Management, disposal of property, and required demolition activities will be provided by the AUTHORITY or City of El Paso.
- Project consists of fee simple acquisition and annexation of eighteen (18) parcels.
- The project does not include State or Federal funding.
- Relocation assistance services are not required on this project.
- The title fees include estimated title premium costs based on estimated parcel values not yet determined by the appraiser.
- The appraisal fees given by appraiser are based upon a preliminary drawing provided and fall within certain appraisal fee categories based on the preliminary drawing. These fees may change based upon updated drawings and surveys.
- A “desk top” appraisal review will be performed instead of a full review. The appraisal review will not require the review appraiser to travel to the project to personally inspect the subject parcel and comparable sales.

- All negotiation efforts by GEC's licensed agents will be handled remotely with no travel to El Paso, TX.

EXCLUSIONS

- Environmental studies and/or assessments.
- Application fees and public notice mailing and newspaper publication costs.

DEFINITIONS

- **Appraisal** - The act or process of developing an opinion of value of or pertaining to appraising and related functions such as appraisal practice or appraisal services. (Source: USPAP 2018 – 2019 edition)
- **Appraisal Review** - The act or process of developing and communicating an opinion about the quality of another Appraiser's work that was performed as part of an appraisal or appraisal review. (Source: USPAP 2018 – 2019 edition)
- **Appraiser** - One who is expected to perform valuation services competently and in a manner that is independent, impartial, and objective. (Source: USPAP 2018 – 2019 edition)
- **Department-Certified Appraiser** - An Appraiser certified by TxDOT to perform real estate appraisal services and who has an active state-certification by the Texas Appraiser Licensing and Certification Board.
- **State-Certified General Appraiser** - An individual that is certified as a General Real Estate Appraiser by the Texas Appraiser Licensing and Certification Board which carries the authorization to appraise all types of real property without regard to complexity or transaction value. The term "State-Certified General Appraiser" can be used interchangeably with "Real Estate Appraiser" and "Appraiser."
- **Real Estate Appraiser (Department Certified)** - An individual licensed to provide real estate appraisal services in the State of Texas and certified by TxDOT. The terms "Appraiser," "Real Estate Appraiser," and "Department-Certified Real Estate Appraiser" are used interchangeably.
- **Review Appraiser** - The term "Review Appraiser" is used when referencing a Department-Certified Real Estate Appraiser that is performing Appraisal Review Services for the Department and is signing and certifying the review document.
- **Sub-Provider** - An individual or a firm that performs work through a contractual agreement with the GEC. The terms "sub-provider" and "subcontractor" can be used interchangeably.
- **Uniform Act** - Uniform Relocation Assistance and Real Property Acquisition Policies Act.

[END OF ATTACHMENT 2 AND EXHIBIT A]

EXHIBIT B

ESTIMATED BUDGET

DESCRIPTION	TOTAL ESTIMATED COST	AUTHORITY PAYS WITH CITY FUNDS	AUTHORITY PAYS WITH OTHER FUNDS
ENGINEERING (Surveying etc.)	\$ 271,352.75	\$ 271,352.75	\$ 0.00
PROJECT MANAGEMENT	\$ 48,000.00	\$ 48,000.00	\$ 0.00
APPRAISALS	\$ 60,500.00	\$ 60,500.00	\$ 0.00
TITLE SERVICES	\$ 38,484.72	\$ 38,484.72	\$ 0.00
ANNEXATION	\$ 57,318.39	\$ 57,318.39	\$ 0.00
TOTAL	\$ 475,655.86	\$ 475,655.86	\$ 0.00

[END OF EXHIBIT]



Legislation Text

File #: 24-281, 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

Public Health, Hector I. Ocaranza, (915) 212-6502

AGENDA LANGUAGE:

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

A Resolution that the City Council ratifies and authorizes the Mayor to sign the Amended Interlocal Agreement between the City of El Paso and the Department of State Health Services for the laboratory analysis of milk.

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

DEPARTMENT: Public Health

AGENDA DATE: 3/12/24

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Hector I. Ocaranza, MD, 915-212-6502

DISTRICT(S) AFFECTED: ALL DISTRICTS

STRATEGIC GOAL: #8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY

SUBGOAL: 8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? **Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

A resolution that the City Council ratifies and authorizes the Mayor to sign the Amended Interlocal Agreement between the City of El Paso and the Department of State Health Services

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? Continuing the agreement between the City of El Paso (City) and the Department of State Health Services (DSHS) for the City to provide laboratory analysis of milk samples in exchange for a fee to be paid by DSHS.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

This is an amendment to an agreement that is renewed annually.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Public Health

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Hector I. Ocaranza, MD



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

RESOLUTION

WHEREAS, on September 1, 2023, the Texas Department of State Health Services (“DSHS”) and the City of El Paso (“City”) entered into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to the Interlocal Agreement, City provides DSHS with laboratory analyses of milk samples in exchange for a fee paid by DSHS; and

WHEREAS, the parties desire to revise the Statement of Work to increase the fees paid to City by DSHS on a fee-for-service/unit rate basis; and

WHEREAS, the parties wish to ratify the original Interlocal Agreement as it is missing a statutorily required signature.

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

THAT the Mayor is authorized to sign the Amended Interlocal Agreement between City and DSHS; and

THAT the original Interlocal Agreement executed on September 1, 2023 is hereby ratified by the City Council of the City of El Paso.

APPROVED this _____ day of _____, 2024.

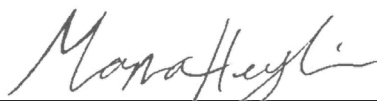
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Dr. Hector I. Ocaranza, Director
Department of Public Health

**INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001317900001**

AMENDMENT No. 1

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” or “**DSHS**”) and **CITY OF EL PASO** (“**PERFORMING AGENCY**” or “**CONTRACTOR**”), each a “Party” and collectively the “Parties,” to that certain contract for laboratory analysis of milk sampling services, effective September 1, 2023 and denominated as DSHS Contract No. HHS001317900001 (the “Contract”), now desire to amend the Contract.

WHEREAS, the Parties desire to revise the Statement of Work.

NOW, THEREFORE, the Parties hereby amend the Contract as follows:


- 1. ATTACHMENT A, STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-1, REVISED STATEMENT OF WORK**.
- 2.** This Amendment shall be effective as of the date last signed below.
- 3.** Except as modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.
- 4.** Any further revisions to the Contract shall be by written agreement of the Parties.
- 5.** Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001317900001**

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF EL PASO

By: DocuSigned by:

F45A36318942488...

By: _____

Printed Name: Dr Timothy Stevenson

Printed Name: _____

Title: Associate Commissioner

Title: _____


Date of Signature: February 14, 2024

Date of Signature: _____

**THE FOLLOWING DOCUMENT IS HEREBY ATTACHED AND INCORPORATED BY REFERENCE
TO THE CONTRACT FOR ALL PURPOSES:**


ATTACHMENT A-1: REVISED STATEMENT OF WORK

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Dr. Hector I Ocaranza, Director
Department of Public Health

ATTACHMENT A-1 REVISED STATEMENT OF WORK

I. DSHS RESPONSIBILITY

DSHS will submit milk samples to Performing Agency.

II. PERFORMING AGENCY RESPONSIBILITIES

A. Performing Agency shall:

1. Provide accurate laboratory analyses of the milk samples and submit the analysis results to DSHS;
2. The analyses of the milk samples shall:
 - a. meet laboratory proficiency standards as established by the National Conference of Interstate Milk Shipments and the current U.S. Public Health Service Grade "A" Pasteurized Milk Ordinance;
 - b. comply with *Texas Health and Safety Code* Chapters 435 and 440; and
 - c. comply with Title 25 *Texas Administrative Code* Chapter 217;

B. Immediately notify DSHS staff in the event a milk sample is in violation of applicable law, regulation, or ordinance regarding milk and dairy safety standards; and

C. Send final milk testing results to System Agency's Contract Representative and the following address within 24 hours of System Agency's submittal of a milk sample to Performing Agency:

Department of State Health Services
Food & Drug Section
Milk Operations Branch
PO Box 149347, MC 1987
Austin, Texas 78714-9347

III. PERFORMANCE MEASURES

System Agency will actively monitor Performing Agency's performance under the Contract including, but not limited to, the requirements set forth in this **ATTACHMENT A-1, REVISED STATEMENT OF WORK** to the Contract. All Work under the Contract shall be provided at a quality level acceptable to System Agency, as determined by System Agency in its sole discretion, and in a manner consistent with acceptable industry standard, custom, and practice.

IV. INVOICE AND PAYMENT

- #### **A. Performing Agency shall request monthly payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.SystemAgency.state.tx.us/grants/forms/b13form.doc>. The State of Texas Purchase Voucher and any supporting documentation shall be mailed or submitted by fax or electronic mail to the number/address below:**

ATTACHMENT A-1

REVISED STATEMENT OF WORK

Department of State Health Services
 Claims Processing Unit, MC 1911
 1100 West 49th Street
 P.O. Box 149347
 Austin, TX 78714-9347
 FAX: (512) 458-7442
 EMAIL: invoices@dshs.state.tx.us

- B.** All invoices must reference the Purchase Order dispatched for the current State Fiscal Year.
- C.** Performing Agency shall be paid on a Fee-for-Service/Unit Rate basis and in accordance with the following rate schedule:

Analysis	Test or Method	Max. Price
Standard Plate Count	SPC/PCA	16.87
Direct Microscopic Somatic Cell Count	DMSCC	22.50
Electronic Somatic Cell Count	ESCC	22.50
Added Water	Cryoscope	5.62
Antibiotics Inhibitor (Disk Assay)	Disc/Inhibitor (Delvo)	12.64
Antibiotics Confirmation Rapid Test	Charm I, II, SNAP, etc.	67.50
Aflatoxin	Aflatoxin	67.50
Phosphatase	Fluorophos	21.07
Coliform	Coli	15.46
Water Supply	Water	42.18
Cooling Water	Glycol-Sweet Water	42.18



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-366, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Juan Uribe to the City Plan Commission by Representative Isabel Salcido, District 5.



Board Appointment Form

City Clerk's Office

Appointing Office	Representative Isabel Salcido, District 5
Agenda Placement	Regular
Date of Council Meeting	03/12/24
Name of Board	City Plan Commission
Agenda Posting Language	
Appointment of Juan Uribe to the City Plan Commission by Representative Isabel Salcido, District 5	
Appointment Type	Regular
Member Qualifications	
See resume	
Nominee Name	Juan Uribe
Nominee Email Address	[REDACTED]
Nominee Residential Address	[REDACTED]
Nominee Primary Phone Number	[REDACTED]
Residing District	District 1
City Employed Relatives	N/A
Prior Board Membership	
Capital Improvements Advisory Board and City Plan Commission	
Real estate owned in El Paso County	
Capital Improvements Advisory Board and City Plan Commission	
Previous Appointee	Dion Castro
Reason for Vacancy	Term Expired
Date of Appointment	03/12/24
Term Begins On	05/02/24
Term Expires On	05/01/26
Term	First Term

JUAN URIBE

With a mission to provide my clients with the most effective systems and services in the real estate arena, I have committed and dedicated my all to perfect the art of real estate. Listed below you will find my range of achievements and qualifications.

KEY SKILLS

- Closing Complex Real Estate Transactions
- Represent Sophisticated Buyers and Sellers
- Commercial Land Development
- Structuring Real Estate Financing
- Commercial Real Estate Leasing
- Investment Sales Specialization
- Access to Private Investors
- Leasing of Industrial Properties
- Land Broker
- Ranch Sales

COMPANIES

- Team Juan Uribe Real Estate, since 1986.
- Team Juan Uribe New Mexico, LLC
- Team Juan Uribe, LLC.
- My Family Farm, LLC
- Bradford in the 60s, LLC.
- Hacienda Del Camino Real LLC.
- Escondido Partners, LLC.

EDUCATION

- Business Administration, Real Estate and Finance at UTEP
- Computer Science at El Paso Community College
- Agricultural School at Escuela Hermanos Escobar en Ciudad Juarez
- Studies in CCIM-Commercial Investment Real Estate Institute
- Studies in the ICSC – International Council of Shopping Centers

- Certified Negotiation Expert (CNE) – Negotiation Expertise, LLC
- Real Estate Broker in Texas
- Real Estate Broker in New Mexico
- Real Estate Broker in Arizona
- Global Property Specialist
- Property Tax Consultant

AFFILIATIONS

- Director of Texas History Foundation
- Commissioner of the Building Standards Commission of the City of El Paso
- Board Member and Benefactor of the El Paso History Museum
- Member of the El Paso Board of Realtors and Las Cruces Board of Realtors

EXPERIENCE

TEXAS REAL ESTATE BROKER SINCE 1986

- In 2023, Team Juan Uribe closed \$95,000,000 in Real Estate.
- In 2022, we closed on a multi-story office building with two parking lots on 416 N Stanton, we sold 140 acres for a new Industrial Park on I-10, we sold 5 agricultural farms in Upper Valley of Dona Ana and El Paso
- In 2022, Juan Uribe was appointed to serve as Commissioner for the Building Standard's Commission of the City of El Paso.
- We closed on 1,125 acres in Santa Teresa for a residential development of 5,000 lots.
- In 2023, for 10 years in a row we received again the Costar Power Broker Award for top sales in the El Paso and Southern New Mexico region.
- By August of 2021, total closings year to date are \$35 million.
- In 2020, listed a portfolio of 8 properties from Mr. Paul Foster's group under the direction of William Kell and sold more than 50% of the portfolio by March of 2020.
- In 2019, Juan Uribe sold 350 Acres on Edgemere to Mr. Douglas Schwartz
- In 2019, Team Juan Uribe, listed together with CBRE, the Verde Group Portfolio (20 properties), in Santa Teresa, New Mexico. Juan Uribe personally sold 50% of the properties within the first year, for more than \$10,000,000.00 that included over 400 acres.

- In 2019, Team Juan Uribe sold a 7-story building in downtown El Paso (The Banner Building)
- In 2019, Team Juan Uribe sold a 10-story building in downtown El Paso (The International Building)
-
- In 2019, Team Juan Uribe, LLC. sold a portfolio of properties from Mr. Gerald Wendell, containing more than 300 acres of land in east El Paso.
- In 2019, Team Juan Uribe, LLC. sold a 30,000-acre ranch, Ojo Caliente Ranch, in Winston, New Mexico.
- In 2019, Juan Uribe was reappointed for a second term as Commissioner for Planning Commission of the City of El Paso.
- In 2019, Juan Uribe was named #2 Top Producer for the City of El Paso, According to The National Association of Hispanic Real Estate Professionals.
- Juan Uribe, LLC completed their goal for the year 2018 by generating \$53,000,000.00 for the year.
- In 2018, sold a 38,000 Acre ranch in northern New Mexico (Gallo Ranch)
- Juan Uribe was named the top number five agent for the National Hispanic Association of Realtors in February 2018.
- Juan Uribe was named CoStar Top Producer for commercial real estate for 2017.
- Juan Uribe named by CoStar as one of the Top 5 Commercial and Leasing Agents to include Top Sales Transactions for Broker firm in the El Paso market area for **2015 & 2016**.
- Team Juan Uribe San Antonio became an independent company and now consults and works with Commercial Agents in San Antonio, Texas.
- Juan Uribe became a chairman for the El Paso Board of Realtors MLS in late **2015**. Shaping the real estate industry through the local board, reviewing all new technology in the Commercial Real Estate area with input in other aspects of the organization.
- In **2015**, Team Juan Uribe, LLC was recognized by NAHREP for being the Top #1 (\$60,000,000.00 closed) team in the city Juan Uribe was also mentioned the Top Agent for the city.
- In **2015**, Juan Uribe's San Antonio team was recognized as the #1 team for Keller Williams, San Antonio with over 500 agents. We also received the award of the biggest commercial sale.
- By August **2014**, Team Juan Uribe had achieved a total closing of \$50,000,000.00 for the year.
- **2014** - Team Juan Uribe represented the Bankruptcy Court in coordinating the auction to sell three Fuddruckers in El Paso, TX for \$5.5 million dollars.
- **2013** - Partnered with Ruben Solis in San Antonio KW and thereafter awarded the top performing team for 2013.
- **2012** - Team Juan Uribe awarded a "Double Platinum Award" for closing \$26,000,000.00 and named the top real estate agent for Keller Williams San Antonio, TX.

- **2012** - Juan Uribe opened an office in San Antonio, Texas at Keller Williams, and closed \$70,000,000.00 in 14 months.
- **2011** - January and February in 2010, Juan Uribe broke all sales records closing \$7,000,000.00 in two months.
- **2010** – Juan Uribe became member of Keller Williams Commercial and opened an office in Ahwatukee, Arizona together with Mike Mendoza, one of the founders of Keller Williams.
- **2008** – Named advisor to El Paso housing authority, closed \$35,000,000.00 in sales.
- **2007** - Juan Uribe developed a 12,000 square foot shopping center, purchased a shopping center on Lee Trevino called Lee Trevino Plaza, developed a twelve-office warehouse, acquired Saul Kleinfeld Marketplace & Carwash, developed a 7,000 square foot shopping center, purchased a 4-acre tract of land in the northeast, purchased and developed a 15 acre tract of land, then sold in small parcels, and purchased six subway stores.
- **2006** - Team Juan Uribe closed approximately \$125,000,000.00 under the direction of Juan Uribe.
- **2005** - In the construction field, Juan Uribe built for his own portfolio a shopping center on Roseanne & Zaragoza, a shopping center and car wash on Saul Kleinfeld & Pebble Hills, a shopping center on Dyer & McCombs, and a shopping center on Zaragoza & Pellicano.
- **2004** – Team Juan Uribe sold \$60,000,000.00 of real estate under the direction of Juan Uribe and built a condominium project for his own portfolio at Resler & Royal Arms.
- **2003 to 1996** - Team Juan Uribe became a versatile group of professionals in the Real Estate arena having a specialist in each of the different fields of real estate.
 - Represented Deloitte & Touche for real estate consulting.
 - Leased more than 1,500,000 square feet of industrial property to several companies such as Ansell Perry, Danaher, Bobinas del Sur, American Shelter, Thompson, Tatun, Hawlett-Packard, and Foster Electric.
 - Represented many commercial tenants like Pollo Feliz, Taco-Tote, Carnitas Queretaro, First Savings Bank, Quiznos, Subway, etc.
 - Built and developed two open air centers (Saul Kleinfeld and Zaragosa) for his own portfolio.
 - Built and developed three open air centers for different clients.
 - Sold and pre-developed an old car dealer into a medical office development.
 - Sold five city blocks in downtown El Paso for *Editora Paso del Norte*, including several buildings, parking, garage, etc.
 - Sold the site and helped develop and lease Las Palmas Prestigios Power Center in El Paso, Texas.
 - Awarded
 - The Top Selling Agent in Texas for five years in a row.
 - Was also top nationwide salesperson in total sales for the Keller Williams franchise.
- **1996** - Participated in all phases of the development of 73 acres of commercial real estate, i.e., established relations with real estate directors for national users, planned sites, sold and lease properties.
 - Leased 120,000 square feet of retail space in Las Palmas.
 - Negotiated and discounted with a united states bank for an 87,000 square foot building for American Yazaki (Porvenir, Mexico).
 - Sold 73 acres to De la Vega Group.
 - Sold 20 acres to Cinemark USA.
- **1995 to 1991** – Juan Uribe sold single, multi-family and investment properties utilizing sales networks and discount real estate notes. Sold commercial land for major developers in the region and maintained active troubleshooting and negotiating involvement through closing.
 - Closed over \$67 million dollars in transactions.
 - Top producer for the city of El Paso (1991, 1992, 1993 and 1994).

- Diamond club certificate 1994.
- Top ten producer for the Texas realtor magazine, El Paso (June 1996).
- Received the Excellence Award from Diario de Juarez Newspaper (1996).
- **1990 - Golden Real Estate Award / Golden de Mexico.** Sold commercial real estate for investors and users specialized in Mexican investors. Sold 87,000 square foot warehouse on Rojas and Americas Ave.
- **1990 to 1987 - Real Estate Associate Re/Max of West El Paso.** Developed and maintained profitable relations with new prospective clients as well as an international network of other agents.
 - \$20,000,000.00 closed in 1989.
 - Top producer for the state of Texas of all Re/Max offices in 1989.
 - Top Ten Producer – Presidents Club 1988, 1989 and 1990.
 - Re/Max Top Producer Representative for El Paso during the San Antonio Real Estate Seminar.
- **1986 – Juan Uribe** begins his career in real estate and closed \$800,000 in transactions.

AFFILIATIONS

- Member of El Paso MLS Board
- Member of Las Cruces, NM MLS Board
- Member of Texas Association of Realtors
- Member of International Council of Shopping Center
- Las Cruces Board of Realtors
- President of El Paso Chorale Society & Orchestra
- Texas Association of Builders



El Paso, TX

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File #: 24-367, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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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.

Robert Filarski to the Building and Standards Commission by Representative Joe Molinar, District 4.



Board Appointment Form

City Clerk's Office

REVISED

2:00 pm, Mar 05, 2024

Appointing Office	Representative Joe Molinar, District 4
Agenda Placement	Consent
Date of Council Meeting	03/12/24
Name of Board	Building and Standard Commission
Agenda Posting Language	
Appointment of Robert Filarski to the Building and Standard Commission by Representative Joe Molinar, District 4.	
Appointment Type	Regular
Member Qualifications	
See resume.	
Nominee Name	Robert Filarski
Nominee Email Address	[REDACTED]
Nominee Residential Address	[REDACTED]
Nominee Primary Phone Number	+1 [REDACTED]
Residing District	[REDACTED]
City Employed Relatives	[REDACTED]
Prior Board Membership	
N/A	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Renee Jimenez
Reason for Vacancy	Term Expired
Date of Appointment	03/12/24
Term Begins On	11/01/23
Term Expires On	10/31/25
Term	First Term

ROBERT FILARSKI, AIA – REGISTERD ARCHITECT

PSRBB Commercial Group

Project Architect

Over the last 33 years of practice, Robert has become an expert at overseeing the progress of a projects, from initial design concepts through building construction. Through experience, our team knows that this level of accountability is crucial to achieving project success and exceeding client expectations. As Staff a Architect, Robert's prime responsibility is to ensure project success through continual review of construction documentation and ongoing verification that construction is proceeding as designed and specified. Additionally, as a Registered Architect, and based on his experience, he can assess field conditions and react quickly so as not to negatively impact imperative timelines.

During the design process, Robert oversees initial project design, provides quality control through the construction documents phase, initial building code compliance assessments, periodic construction document review sand assembly of the project specification manuals. During Construction Administration, he will be the primary point of contact for the client and the selected contractor. Regularly scheduled on site construction meetings, submittal review, and close monitoring of ongoing construction costs is critical to the role of Architect in Charge of Construction Administration.

Tenure with PSRBB 20 years

Tenure in the Industry: 33 Years (30 as a Registered Architect)

Education: Bachelor of Architecture
Texas Tech University – 1987
Associate Degree of Applied Science - Architecture
El Paso Community College – 1983

Architectural .

Registrations: Texas #12636 (Since 1991)
Colorado (Since 2010)
Utah (Since 2010)
NCARB Certificate (Since 1991)

Relevant Project
Experience:

Educational Facilities

- Addition & Renovations to Cathedral High School, Catholic Diocese of El Paso
- El Paso ISD – Aoy Elementary School
- El Paso ISD – Renovations to Austin High School
- El Paso ISD – Josephine Barron Elementary School
- El Paso ISD – Chapin 9th Grade Center & Fieldhouse Additions
- El Paso ISD – District Wide Reroofing Projects Phases 1-3 – Various Campuses
- El Paso ISD – District Wide Handicap Accessibility Upgrades – Various Campuses
- El Paso ISD – Dr. Green Elementary School
- El Paso ISD – Rosa Guerro Elementary School
- El Paso ISD – Multipurpose Classroom Additions - Various Campuses
- El Paso ISD – Addition & Renovations to Ross Middle School

- El Paso Academy West Campus
- El Paso Community College – Health Sciences Building
- Fabens ISD – Addition & Renovations to O’Donnel Elementary School
- Fabens ISD – O’Donnel Elementary Multi-Purpose Facility
- Harmony Public Schools El Paso – Northeast Campus Re-Roofing & Interior Renovations
- IDEA Public Schools El Paso - Mesquite Hills Campus
- St. Clement Middle School – Center of Excellence, El Paso
- St. Mark’s Middle School, El Paso
- Sierra Blanca ISD – Library Renovations
- Sierra Blanca ISD – Football Field & Athletic Facilities Renovations
- Socorro ISD – Helen Ball Elementary School
- Socorro ISD – Combo School Campus - Clark Middle School & Sierra Vista Elementary School
- Socorro ISD – John Drugan Elementary School
- Socorro ISD – El Dorado High School Phases 1-3 (2001-2004)
- Socorro ISD – El Dorado High School Additions & Renovations (2018)
- Socorro ISD – Student Activities Complex
- University of Texas at El Paso – Engineering Building Expansion
- Ysleta ISD – Library Addition to Loma Terrace Elementary School
- Ysleta ISD – Hanks High School Renovations
- Ysleta ISD – North Loop Elementary School
- Ysleta ISD – Ysleta High School Addition & Renovations

Medical Facilities

- Renovations to Thomason General Hospital, El Paso, Texas
- Facility Renovations to at Sierra-Providence East, Medical Office Buildings, El Paso, Texas
- Facilities Renovations at Sierra Medical Center, Medical Office Buildings, El Paso, Texas
- Facility Renovations to Texas Tech University School of Medicine, El Paso, Texas
- Administrative Office Renovations at Texas Tech University Health Sciences Center, El Paso, Texas
- Pediatrics Department Renovations at Texas Tech University Health Sciences Center, El Paso, Texas
- Outpatient Clinic Renovations at Texas Tech University Health Sciences Center, El Paso, Texas
- New Dental Offices for Dr. Care, El Paso, Texas
- Various Facility Renovations to William Beaumont Army Medical Center, Ft. Bliss TX

Local Government Facilities

- Cleveland Square Redevelopment for the City of El Paso
- El Paso History Museum for the City of El Paso
- El Paso Museum of Art for the City of El Paso
- Main Library Addition & Renovation for the City of El Paso
- Northeast Municipal Annex for the City of El Paso
- Sierra County Library, Sierra Blanca, Texas
- Sierra Blanca EMS & Fire Department Facility, Sierra Blanca, Texas

Federal Government Facilities

- Base Security & Force Protection Upgrades at White Sands Missile Range, New Mexico
- Renovations to the High Energy Laser Staging Facility at White Sands Missile Range, New Mexico

- Stallion Peak Facility Renovations at White Sands Missile Range, New Mexico
- Upgrades & Renovations to the Ammunition Supply & Storage Facility at McGregor Range, Ft. Bliss, Texas
- Various Facility Renovations & Upgrades to William Beaumont Army Medical Center, Ft. Bliss, Texas
- Fire Station Renovation at William Beaumont Army Medical Center, Ft. Bliss, Texas
- Fire Station Renovation at Laughlin AFB, Ft. Del Rio, Texas
- Renovation of the Federal Public Defenders Offices, El Paso, TX
- Renovation of the U.S. Marshalls Facilities in the El Paso Federal Courthouse, El Paso, Texas

Commercial & Retail Facilities

- Additions & Renovations to Various Furr's Grocery Stores, Texas & New Mexico
- Additions & Renovations to Various Safeway Grocery Stores, Texas & New Mexico
- Renovations to Various Southwestern Bell Telephone Facilities, El Paso, Texas
- Additions & Renovations to Various Portions of Rushfair Shopping Center, El Paso, Texas
- Renovations to KPMG-Peat Marwick Offices, El Paso, Texas
- Remote Cellular Telephone Repeater Stations for Nextel Communications, Texas & New Mexico
- Remote Cellular Telephone Repeater Stations for Horizon Communications, El Paso, Texas
- Additions & Renovations to Multiple Facility Locations for MIMCO Commercial Development, Texas
- Additions & Renovations to Multiple Facility Locations for Plaza Properties, El Paso, Texas
- Howdy's Convenience Stores in Various Locations for C & R Distributing, El Paso, Texas
- Carl's Jr Restaurants in Various Locations for CK Enterprises, Texas, New Mexico, Arizona & California



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-375, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Edmund Castle to the Building and Standards Commission by Representative Art Fierro, District 6.



Board Appointment Form

City Clerk's Office

REVIEWED

By City Clerk's Office at 1:46 pm, Mar 06, 2024

Appointing Office	Representative Art Fierro, District 6
Agenda Placement	Consent
Date of Council Meeting	03/12/24
Name of Board	Building and Standard Commission

Agenda Posting Language

Appointment of Edmund Castle to the Building and Standard Commission by Representative Art Fierro

Appointment Type	Regular
------------------	---------

Member Qualifications

Registered with the State of Texas, PE No. 110714 Registered with the State of New Mexico, PE No. 198

Nominee Name	Edmund Castle
Nominee Email Address	██████████@██████████.██████████
Nominee Residential Address	██████████ ██████████ ██████████ ██████████ ██████████ ██████████
Nominee Primary Phone Number	+1 (██████████) ██████████-██████████
Residing District	██████████ ██████████
City Employed Relatives	N/A

Prior Board Membership

Historic Landmark Commission

Real estate owned in El Paso County

Previous Appointee	Bianca Berry
Reason for Vacancy	Term Expired
Date of Appointment	03/12/24
Term Begins On	11/01/22
Term Expires On	10/31/24
Term	First Term

EDMUND CASTLE, P.E.



EDUCATION

B.S., Civil Engineering
Structural Concentration
New Mexico State University

PRACTICE AREAS

Structural Design
Structural Evaluation, Review
Structural Condition Assessments
Forensic Studies and Testing
Building Stabilization
Materials Restoration
Historic Structures
Public Art Support Services
Construction Administration

REGISTRATIONS

Registered with the State of Texas, PE
No. 110714
Registered with the State of New
Mexico, PE No. 19815
Registered with the State of Louisiana,
PE No. 36884

CONTACT

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

EXPERIENCE

Following the start of his career in Arizona, Edmund returned to El Paso in 2004 and was eventually selected as president of a leading structural firm in the El Paso area. Following 15 years at HKN Engineers and Prior to founding KiloStructures, Edmund worked at MNK Architects for three years where he was the in-house Structural Engineer. This experience has reinforced Edmund's ability to support a wide range of owners and clients. Project delivery and evaluation must balance a wide range of drivers, including Schedule, Costs, Constructability, Delivery, Serviceability, and Maintenance. Edmund approaches each project as a new independent set of circumstances that requires individual considerations rather than dusted-off work from prior projects. This approach supports the evaluation of existing structures particularly well prior to their modification or restoration. Edmund's project experience has involved a wide range of materials from wood, steel, and concrete which have been relied upon to balance the drivers present in each project this has also supported the architectural program planned for the project. Edmund's team-oriented approach starts with heavy participation in conceptual design and continues through construction documents and construction administration. His ability to incorporate skilled trades early in design is continued with on-site coordination and involvement through the completion of a structure. His solutions are relied upon for design problems and field conditions which may arise during a project. His field experience has afforded him a strong understanding of local trades and project delivery methods which will be relied upon by the team to further tailor project solutions within their work.

REPRESENTATIVE PROJECTS

- City of El Paso Zoo – Komodo Dragon (current)
- City of El Paso Firestation 22 (current)
- City of El Paso Eastside Regional Police Command Center
- City of El Paso Eastside Regional Park & Natatorium
- City of El Paso Eastside Sports Complex, Phase I and Phase II
- City of El Paso Westside Natatorium
- City of El Paso Children's Museum Public Art Installation
- City of El Paso Pedestrian Pathways
- City of El Paso Zoo – River Hogs
- City of El Paso Chelsea Park Pavillion
- Bartolo Art Installation at One San Jacinto Plaza
- El Paso Electric Company Eastside Operations Center
- El Paso Water Utilities Administration Building Relocation and Feasibility Study
- UTEP Interdisciplinary Research Building
- UTEP BioMedical Information Annex
- UTEP Sun Bowl Pedestrian Bridge Inspection
- UTEP Sunbowl Stadium Stabilization & Repair Project
- Eastwood High School
- Bel Air High School
- Montwood High School
- El Paso High School
- Mesita Elementary School Foundation Study and Testing
- Lamar Elementary School Structural Evaluation and Design of Stabilization repairs
- Slope repair and post-tensioned tennis court stabilization at El Paso High School
- Structural Steel Evaluation, design, and observation of monumental stair at Hunt Headquarters, West Star Tower
- Structural Evaluation of existing billboard failures at Chihuahua Stadium.



El Paso, TX

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El Paso, TX

Legislation Text

File #: 24-371, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Joseph Iglesias to the Bond Overview Advisory Committee by Representative Art Fierro, District 6.



Board Appointment Form

City Clerk's Office

Appointing Office	Representative Art Fierro, District 6
Agenda Placement	Consent
Date of Council Meeting	03/12/24
Name of Board	Bond Overview Advisory Committee
Agenda Posting Language	
Appointment of Joseph Iglesias to the Bond Overview Advisory Committee by Representative A	
Appointment Type	Regular
Member Qualifications	
Entrepreneur Top View Fitness: Co-Owner Account Executive/ Business Consultant Motivate O	
Nominee Name	Joseph Iglesias
Nominee Email Address	██████████@██████████.████
Nominee Residential Address	██████████ ██████████ ██████████ ██████████ ██████████ ██████████
Nominee Primary Phone Number	+1 (██████████) ██████████-██████████
Residing District	██████████ ██████████
City Employed Relatives	N/A
Prior Board Membership	
N/A	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Richard Bonart
Reason for Vacancy	Removed
Date of Appointment	03/12/24
Term Begins On	01/01/20
Term Expires On	12/31/24
Term	Unexpired Term



I. Education

BA University of Texas At EL Paso(UTEP) , El Paso, TX, BIOLOGY (2013-2016)

PB Burrell College of Osteopathic Medicine(BCOM) ,Las Cruces, NM, Biomedical Foundation (2016- Present)

II. Experience

A. Account Executive/ Business Consultant

- Identify and analyze clients business model, understand their needs and wants to recommend the best management solution
- Consult on best business practices to help grow and manage our clients business
- Nurture and grow positive relationships with existing clientele and business owners
- Meet and exceed sales quotas while maintaining a 50-60% close rate
- Motivated self-starter willing to cold call to grow lead database to help increase sales

B. Top View Fitness: Co-Owner: 05/01/2019-Current

- Conducted regular reviews of financial performance, identifying areas for improvement and implementing corrective actions as needed
- Established key performance indicators (KPIs) to track financial performance and evaluate the effectiveness of financial strategies.
- Designed and executed comprehensive marketing campaigns to promote gym memberships, services, and special events.
- Implemented customer relationship management (CRM) systems to track leads, manage customer interactions, and streamline the sales process
- Recruited, trained, and developed a high-performing team of fitness trainers, front desk staff, and administrative personnel.

C. APPLE: EL PASO, TX 07/01/ 2015- 08/01/2016

- Manager in Training
- Full time Red Zone Specialist
- Lead and learn Specialist

D. SURGICAL TECHNICAN: 08/01/2014- 01/06/2015

- Assistant to medical staff during surgical procedures to include the creation and maintenance of sterile fields for surgical procedures
- Responsible for the sterilization process, which includes inspecting, cleaning, assembling, warping and sterilizing equipment
- Learned several steps of patient care, patient evaluation, and patient treatment preoperative and postoperative procedures as needed.
- Assist in preparing patients and operating room environment for surgery
- This does not include the manipulation of tissue (e.g., cutting, suturing, cannulating, grafting, sawing or drilling.

E. MOTIVATE OTHER LLC; LAS CRUCES, NM 2015- PRESENT

- OPERATIONS MANAGER/ OWNER
- IMPROVE PRODUCTIVITY AND EFFICIENCY OF PRINT SHOP
- TO BE PROACTIVE IN MAXIMIZING SALES WITH CREATING REVENUE
-

E. Under Armour, Fort Bliss, Tx; 07/01/2013-08/01/ 2015

- Sales Specialist: Allowing that the daily plan was met. Keeping up with units per transaction, dollar amount per transaction, and making sure conversion is more than 30% to keep sales to par for day, week, month, and quarterly sales.
- Standards Specialist: Development, implementation and upkeep of standards, procedures and guidelines

F. The Garden, El Paso, TX; 01/01/ 2015- 06/05/2016

- Head Supervisor: Over seeing the security of the restaurant and bar. Organizing events with structure and correlation with marketing.
- Organizing events with structure and correlation with marketing.
- To take positive action to meet department objectives and targets

G. Roof Top, El Paso, TX; 06/05/2016- 08/01/2016

- Bar Supervisor
- To communicate effectively with, and cooperate/ assist other departments at all levels when necessary
- Learned the several steps of patient care, patient evaluation, and patient treatment before and after surgery.

III. School Involvement

A. Burrell College of Osteopathic Medicine

- Biomedical Foundations: Student Government Representative
- Treasurer: Geriatrics Club
- WAVE:(Wellness, Alcohol, Violence, Education) New Mexico State University Collaboration Burrell College Representative
- Suns: Health Fair

B. University Of Texas At El Paso

- Accelerated Professional, Relevant Integrated Medical Education (A-PRIME) 2013-2016
A-Prime Ambassador: 2013-2016
- Fundraising Chair: National Society of Leadership 2014-2016
- Recruiter: Miner Corps Ambassador: 2013-2014
- Out Reach Chair: Medical professions organization: 2013-2016

IV. RESEARCH

A. William Beaumont Army Medical Center El Paso, TX;Fort Bliss (May 2014- August 2014)

- Surgical Internship/ Clinical Research Under the Chief of Orthopedics Dr. Herzog
- Clinical research: New threaded titanium cages for spine fusion surgery. Research was surveying Patients chronic pain through the course of surgery using Oswestry disability index ODI and short formhealth survey-36 Pain survey. The research focused on the lumbar pain of the patient and the relief after surgery through the periods of 1 week, 4 weeks,
- Surgical internship: Focus on preventive care, Intensive care, Pain management, Metal Fusion Sterile Techniques during operations

V. Volunteer Service

A. American red cross 07/25/2007-06/01/2014

- EMC- Emergency Medical Communicator
- Military Family Assistance
- Service to Armed Forces (SAF)

B. Human Performance center 12/05/2013-06/01/2015

- Personal Trainer
- Nutritionist

C. Wounded warrior project: Under Armor Collaboration 07/2014

- Fort bliss ceremony for injured soldiers

D. Health Masters Border Therapy 09/01/2013-12/12/2013

- Physical therapist assistant

Certifications/ Awards:

- Partnerships Research Education Materials research finalist
- Protecting human research certification
- TeamStepps medical professional certification
- Health Insurance Portability and Accountability Act (HIPAA) certification
- American Muscle & Fitness personal trainer certification
- Accelerated Professional, Relevant Integrated Medical Education (A-PRIME): Medical History taking Certification



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-368, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Alejandra Valdez to the Animal Shelter Advisory Committee by Representative Isabel Salcido, District 5.



Board Appointment Form

City Clerk's Office

REVISED*2:58 pm, Mar 05, 2024*

Appointing Office	Representative Isabel Salcido, District 5
Agenda Placement	Regular
Date of Council Meeting	03/12/24
Name of Board	Animal Shelter Advisory Committee
Agenda Posting Language	
Appointment of Alejandra Valdez to the Animal Shelter Advisory Committee by Representative	
Appointment Type	Regular
Member Qualifications	
See resume	
Nominee Name	Alejandra Valdez
Nominee Email Address	██████████@██████████.██████████
Nominee Residential Address	██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████
Nominee Primary Phone Number	+1 (██████████) ██████████-██████████
Residing District	██████████
City Employed Relatives	N/A
Prior Board Membership	
N/A	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Karen Polanco
Reason for Vacancy	Term Expired
Date of Appointment	03/12/24
Term Begins On	03/13/24
Term Expires On	03/12/26
Term	First Term

OBJECTIVE

To obtain a seat in the El Paso Animal Service committee to exercise my legal knowledge and combine it with my passion for animal welfare.

EDUCATION

St. Mary's School of Law
Juris Doctorate

San Antonio, Texas
Graduated December 2019

St. Mary's School of Law
China Study Abroad Program

Beijing, China
Summer 2018

The University of Texas – San Antonio
Bachelor of Political science

San Antonio, Texas
Graduated July 2016

EXPERIENCE

The Law Office of Luis Yanez
Associate Attorney

El Paso, Texas
March 2020 – Present

- Conduct client interviews and draft and file new petitions in courts all over Texas for family law cases.
- Review discovery requests and draft responses and objections.
- Conduct legal research and draft correspondence, motions, responses and other legal documents.
- Attend Court hearings and litigate family law cases.
- Attend mediations, and obtaining settlements with clients.

Texas Rio Grande Legal Aid
Legal Assistant/Paralegal

San Antonio, Texas
March 2017 – December 2019

- Conducted in depth interviews with victims of domestic violence, compiled all information relating to the case and sent to the attorney for review.
- Conducted research on Texas Family Law cases.

Liu Shen & Associates
Legal Intern

Beijing, China
Summer 2018

- Conducted research on international intellectual property topics
- Proofread legal documents in English and made corrections as needed
- Drafted letters and legal documents for copyright permissions and patent applications

ORGANIZATIONS

St. Mary's School of Law | Women's Law Association
El Paso Family Bar Association
East Side Democrats of El Paso

Jan. 2017 – Dec. 2019
April 2020 – Present
January 2024 - Present

SKILLS

- Over 4 years of experience in the Family Law field.
- Advanced writing skills in conducting discovery, both in answering and providing objections and in preparing requests to go out to opposing side
- Excellent math skills and written and verbal communication skills in both English and Spanish
- Highly organized, motivated, dependable, mature, resourceful, quick learner and very disciplined
- Work well in team environment and have exceptional leadership skills



Legislation Text

File #: 24-345, 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 A)

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

AGENDA DATE: March 12, 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? X YES NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

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


DEPARTMENT HEAD: Sheryl R. Mack for Maria O. Pasillas

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

TAX REFUNDS
March 12, 2024

1. Jennifer English, in the amount of \$3,877.78 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #10SS-999-1150-5634)
2. Paul A. Cabrera, in the amount of \$4,105.35 made an overpayment on January 26, 2024 of 2023 taxes.
(Geo. #C518-999-1440-5700)
3. Lorenza Olivas, in the amount of \$4,620.85 made an overpayment on December 28, 2023 of 2023 taxes.
(Geo. #A462-999-1520-2100)
4. Jessica Sevillano, in the amount of \$2,959.88 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #H453-999-0370-9900)
5. Thomas Levy, in the amount of \$3,402.46 made an overpayment on January 24, 2024 of 2023 taxes.
(Geo. #H453-999-1040-8500)
6. Rosa M. Moreno, in the amount of \$3,250.00 made an overpayment on January 19, 2024 of 2023 taxes.
(Geo. #P585-000-0170-5600)
7. Rosa M. Moreno, in the amount of \$3,250.19 made an overpayment on January 19, 2024 of 2023 taxes.
(Geo. #P585-000-0170-5600)
8. Maria Monreal, in the amount of \$4,136.25 made an overpayment on January 16, 2024 of 2023 taxes.
(Geo. #P654-999-0400-1900)
9. Jaime Marquez, in the amount of \$10,898.26 made an overpayment on February 1, 2024 of 2023 taxes.
(Geo. #R343-999-0010-1800)
10. K.E. Andrews, in the amount of \$53,863.58 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #V893-999-3410-0100)
11. Michael Kotowski, in the amount of \$4,883.55 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #V894-999-0150-1000)

Laura D. Prine
City Clerk

 for Maria O. Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector



TAX OFFICE
RECEIVED

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

FEB 22 2024

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

JENNIFER ENGLISH
145 E SUNSET RD.
EL PASO, TX 79922

OP
+2500 ✓

Geo No. 10SS-999-1150-5634	Prop ID 617417
Legal Description of the Property #6388 INV FURN MACH SIGN 5415 DYER ST OWNER: SUBWAY	

2023 OVERAGE AMOUNT \$3,877.78

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: LCI Enterprises Inc. dba Subway 6388			
	Address: 145 E Sunset Rd STE F200 PMB 290			
	City, State, Zip: El Paso TX 79922			
	Daytime Phone No.: 915 494 7925		E-Mail Address: english.j@elpasosubway.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
	E check	5997502	1-31-24	\$3,877.78
	TOTAL AMOUNT PAID (sum of the above amounts)			\$3877.78
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)		PRINTED NAME & DATE	
	Jennifer English		Jennifer English 2/15/24 ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 2-22-24				



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

FEB 23 2024

LORENZA OLIVAS
4304 BUCKINGHAM DR
EL PASO, TX 79902

OP
+2500

Geo No. A462-999-1520-2100	Prop ID 277073
Legal Description of the Property 152 ALEXANDER 7 & 8 (6344 SQ FT) 2115 N STANTON ST	
OWNER: THE LORENZA OLIVAS 2021 LIVING TRUST	

2023 OVERAGE AMOUNT \$4,620.85

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: LORENZA OLIVAS

Address: 4304 Buckingham DR

City, State, Zip: EL PASO, TX 79902

Daytime Phone No.:

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

Amount Paid

E Check

5635362

02-23-23

\$4,620.85

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:

☐ I paid this account in error and I am entitled to the refund.

☐ I overpaid this account. Please refund the excess to the address listed in Step 1.

☐ I want this payment applied to next year's taxes.

☐ This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

L. Olivas

LORENZA OLIVAS 02/23/2024

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

N.H

Date:

2-23-24



FEB 22 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

CABRERA PAUL A
9265 MCFAL DR
EL PASO, TX 79925

Geo No. C518-999-1440-5700	Prop ID 220543
Legal Description of the Property 144 CIELO VISTA PARK #BB LOT 29 (9735 SQ FT) 9265 MC FALL DR OWNER: CABRERA PAUL A	

2023 OVERAGE AMOUNT \$4,105.35

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>Paul A. Cabrera</u>			
	Address: <u>9265 McFall</u>			
	City, State, Zip: <u>El Paso, TX. 79925</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) 305-8278</u>		E-Mail Address: <u>pcabrera777@gmail.com</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>check</u>	<u>107</u>	<u>1/26/24</u>	<u>4,105.35</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.			
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>Paul Cabrera 2/22/24</u>		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.I.S.</u> Date: <u>2-22-24</u>				



CITY TAX OFFICE

FEB 12 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. H453-999-0370-9900	Prop ID 118088
Legal Description of the Property 37 HIGHLAND PARK 31 TO 32 (6000 SQ FT) 2600 SAN JOSE AVE	
OWNER: CJES INVESTMENTS LLC-SERIES RESIDENTIAL	

JESSICA SEVILLANO
2600 SAN JOSE
EL PASO, TX 79930

OP
+2500

2023 OVERAGE AMOUNT \$2,959.88

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: Jessica Sevillano			
	Address: 2600 San Jose Ave			
	City, State, Zip: El Paso TX			
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) 305-6187		E-Mail Address: Sevillano, j271@gmail.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Credit Card	5957136	01/31/24	\$ 2959.88
	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	
Jessica Sevillano		Jessica Sevillano 02/09/24		

TAX OFFICE USE ONLY:

☒ Approved☐ Denied

By:

NLS

Date:

2-12-24

Credit Card



TAX OFFICE
RECEIVED

JAN 31 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

THOMAS LEVY
P.O. BOX 100
MESILLA PARK, NM 88047

OP
+2500

Geo No. H453-999-1040-8500	Prop ID 130833
Legal Description of the Property 104 HIGHLAND PARK 29 & 30 2506 ALTURA AVE 79930	
OWNER: LEVY TED ENTERPRISES INC	

2023 OVERAGE AMOUNT \$3,402.46

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>Thomas Levy</u> ✓			
	Address: <u>P.O. Box 100</u> ✓			
	City, State, Zip: <u>Mesilla Park NM 88047</u>			
	Daytime Phone No.: <u>575 650 6666</u>		E-Mail Address: <u>newmepicow@aol.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>Credit Card</u> ✓			
	Check No. <u>5820650</u>		Date Paid <u>1/24/24</u>	Amount Paid <u>\$3402.46</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 will not 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.)			
CITY TAX OFFICE FEB 20 2024 <u>Received POP</u>	SIGNATURE OF REQUESTOR (REQUIRED) <u>Thomas L. Levy</u>		PRINTED NAME & DATE <u>Thomas L Levy 1-29-24</u> ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H.</u> Date: <u>2-20-24</u> ✓				



TAX OFFICE
RECEIVED

FEB 14 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

MORENO ROSA M
13745 PASEO DE VIDA DR
EL PASO, TX 79928-8429

Geo No. P585-000-0170-5600	Prop ID 342234
Legal Description of the Property 17 PASEO DEL ESTE #3 LOT 56 (5828.67 SQ FT) 13745 PASEO DE VIDA DR OWNER: MORENO ROSA M	

OP ✓
+ 2500

② 2023 OVERAGE AMOUNT \$3,250.00 ✓

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 14: HORIZON REGIONAL MUD, 15: EMERG. SERVICES DIST #1

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: Rosa M. Moreno			
	Address: 13745 Paseo De Vida			
	City, State, Zip: El Paso TX 79928			
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) 355-9297		E-Mail Address: rosa.moreno@mc.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Bill Pay	86871	1/19/24	\$ 3250.00
	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.		
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	
	Rosa M. Moreno		Rosa M. Moreno	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 2-15-24				

TAX OFFICE
RECEIVED

FEB 14 2024

LHC

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

MORENO ROSA M
13745 PASEO DE VIDA DR
EL PASO, TX 79928-8429

OP ✓
+2500

Geo No. P585-000-0170-5600	Prop ID 342234
Legal Description of the Property 17 PASEO DEL ESTE #3 LOT 56 (5828.67 SQ FT) 13745 PASEO DE VIDA DR	
OWNER: MORENO ROSA M	

1 2023 OVERAGE AMOUNT \$3,250.19 ✓

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 14: HORIZON REGIONAL MUD, 15: EMERG. SERVICES DIST #1

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: Rosa M. Moreno			
	Address: 13745 Paseo De Vida			
	City, State, Zip: El Paso TX 79928			
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) 355-9297		E-Mail Address: rosamoreno915@gmail.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Bill Pay	86870	1/15/24	\$3250.19
	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.		
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	
	Rosa M. Moreno		Rosa M. Moreno	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 2-15-24				



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

FEB 20 2024

MARIA MONREAL
3136 EADS PL
EL PASO, TX 79935

OP
+2500

Geo No. P654-999-0400-1900	Prop ID 60544
Legal Description of the Property 40 PEBBLE HILLS #4 LOT 10 (8400 SQ FT) 3136 EADS PL OWNER: MONREAL ANA M	

2023 OVERAGE AMOUNT \$4,136.25

1: CITY OF EL PASO, 5: YSLETA 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: Maria Monreal			
	Address: 3136 EADS PL			
	City, State, Zip: EL PASO TX 79935			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915-996-3863		E-Mail Address: Monreal.maria@yahoo.com	
	Payment made by: E Check	Check No. 5754846	Date Paid 1-16-24	Amount Paid \$4,136.25
	TOTAL AMOUNT PAID (sum of the above amounts)			4,136.25
	Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.			
Step 4. Sign the form. Unsigned applications cannot be processed.	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):				
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		
Maria Monreal		Maria Monreal 1/24/24		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 2.20.24				



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

FEB 15 2024

JAIME MARQUEZ
1708 BASSETT
EL PASO, TX 79901

OP
+2500

Geo No. R343-999-0010-1800	Prop ID 163936
Legal Description of the Property 1 RESLER RIDGE LOT 18 (12538.00 SQ FT) 6950 CANYON RIDGE WAY	
OWNER: RIVAS IRMA M	

2023 OVERAGE AMOUNT \$10,898.26

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: JAIME MARQUEZ			
	Address: 1708 BASSETT AVE			
	City, State, Zip: EL PASO TX 79901			
	Daytime Phone No.: 915 255 9983		E-Mail Address: NOMARQ@YAHOO.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
	Echeck		4000585	2-1-24
				\$10898.26
	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	
	Jaime Marquez		JAIME MARQUEZ 2/15/24	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 2-16-24				



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

FEB 22 2024

K.E. ANDREWS & CO
2424 RIDGE ROAD
ROCKWALL, TX 75087

OP
+2500 ✓

RECEIVED
FEB 22
KE ANDREWS

Geo No. V893-999-3410-0100	Prop ID 300329
Legal Description of the Property 341 VISTA DEL SOL #69 N 309.26 FT OF LOT 1 (175420.48 SQ FT) 1341 ZARAGOZA RD 79936	
OWNER: GOAL BUILDING SERVICES OF EL PASO LLC	

2023 OVERAGE AMOUNT \$53,863.58 ✓

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>KE Andrews</u>			
	Address: <u>2424 Ridge Rd</u>			
	City, State, Zip: <u>Rockwall, TX 75087</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>469-298-1786</u>		E-Mail Address: <u>lwhite@keatx.com</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>KE Andrews</u>	<u>100981</u>		<u>\$ 1161,280.73</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.			
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>Jma2/24/24</u>		<u>Lisa White 2/23/24</u> ✓		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.N.</u> Date: <u>2-23-24</u> ✓				



CITY TAX OFFICE

FEB 20 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

MICHAEL KOTOWSKI
1336 JAMES KELLEY
EL PASO, TX 79936

OP
+2500

Geo No. V894-999-0150-1000	Prop-ID 140942
Legal Description of the Property 15 VISTA GRANADA #2 REPLAT A LOT 10 (7738 SQ FT) 1336 JAMES KELLEY DR OWNER: KOTOWSKI MICHAEL J	

2023 OVERAGE AMOUNT \$4,883.55

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

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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: Michael Kotowski			
	Address: 1336 James Kelley Dr.			
	City, State, Zip: El Paso, TX 79936			
	Daytime Phone No.: 915-276-1672		E-Mail Address: mikotowski@gmail.com	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Echeck	5943262	1-31-24	\$4,883.55
	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)		PRINTED NAME & DATE	
	Michael J Kotowski		2/15/2024	
			Michael Kotowski	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: N.H.	Date: 2-23-24

203

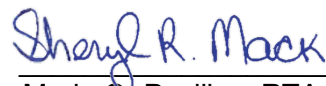
ATTACHMENT A

TAX REFUNDS

March 12, 2024

1. Jennifer English, in the amount of \$3,877.78 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #10SS-999-1150-5634)
2. Paul A. Cabrera, in the amount of \$4,105.35 made an overpayment on January 26, 2024 of 2023 taxes.
(Geo. #C518-999-1440-5700)
3. Lorenza Olivas, in the amount of \$4,620.85 made an overpayment on December 28, 2023 of 2023 taxes.
(Geo. #A462-999-1520-2100)
4. Jessica Sevillano, in the amount of \$2,959.88 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #H453-999-0370-9900)
5. Thomas Levy, in the amount of \$3,402.46 made an overpayment on January 24, 2024 of 2023 taxes.
(Geo. #H453-999-1040-8500)
6. Rosa M. Moreno, in the amount of \$3,250.00 made an overpayment on January 19, 2024 of 2023 taxes.
(Geo. #P585-000-0170-5600)
7. Rosa M. Moreno, in the amount of \$3,250.19 made an overpayment on January 19, 2024 of 2023 taxes.
(Geo. #P585-000-0170-5600)
8. Maria Monreal, in the amount of \$4,136.25 made an overpayment on January 16, 2024 of 2023 taxes.
(Geo. #P654-999-0400-1900)
9. Jaime Marquez, in the amount of \$10,898.26 made an overpayment on February 1, 2024 of 2023 taxes.
(Geo. #R343-999-0010-1800)
10. K.E. Andrews, in the amount of \$53,863.58 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #V893-999-3410-0100)
11. Michael Kotowski, in the amount of \$4,883.55 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #V894-999-0150-1000)

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 #: 24-347, 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 exceeding the three (3) year limit. (See Attachment B)

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

AGENDA DATE: March 12, 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 exceeding the three (3) year limit. (See Attachment B)

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 exceeding the statutory three (3) year limit, 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: Sheryl R. Mack for Maria O. Pasillas

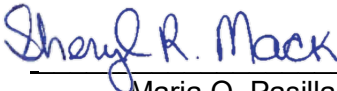
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

TAX REFUNDS OVER THREE (3) YEARS

March 12, 2024

1. C. Ferris Karam Construction, LLC, in the amount of \$286.98, made an overpayment on October 33, 2019 of 2019 taxes.
(Geo. # C818-999-0160-1600)
2. Ruben and Francisca Padilla, in the amount of \$1,734.66, made an overpayment on January 14, 2019 of 2018 taxes.
(Geo. # E325-000-0060-0100)

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 www.elpasotexas.gov/tax-office

CITY TAX OFFICE

DEC 18 2023

EL PASO TITLE CO
1201 N MESA SUITE A
EL PASO, TX 79902

OP ✓
+ 3 yrs

Geo No. C818-999-0160-1600	Prop ID 166260
Legal Description of the Property 16 CORONADO HILLS #1 LOT 220 (8366.40 SQ FT) 6012 CADIZ ST 79912	
OWNER: OROZCO PROPERTY VENTURE LLC	

2019 OVERAGE AMOUNT \$286.98

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: C. Ferris Karam Construction, LLC			
	Address: 4012 Roadside Court			
	City, State, Zip: El Paso, TX 79922			
Daytime Phone No.:		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	Amount Paid
	El Paso Title	29882	10/22/19	\$2,445.67
	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.			
	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	
Jue 11/20/23		Joanne Wikland		11-8-23
TAX OFFICE USE ONLY:		Date: 12-18-23		



Internal Audit Department

MAYOR
Oscar Leoser

DATE: January 3, 2024

TO: Maria O. Pasillas, Tax Assessor/Collector

CITY COUNCIL

FROM: Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor

District 1
Brian Kennedy

SUBJECT: Review of Tax Overpayment Refunds that Exceed Three Years

District 2
Alexandra Anello

The Internal Audit Department conducted a review of the Tax Overpayment Refunds that exceeded a three-year period. This engagement was accepted based on the engagement's potential to improve management of risks, add value, and/or improve the organization's operations (IIA 2010.C1). The work performed does not constitute an engagement conducted in accordance with Generally Accepted Government Auditing Standards (GAS 1.16). The observations and conclusions that are reported in this memorandum do not require Management responses.

District 3
Cassandra Hernandez

District 4
Joe Mollnar

The following Tax Overpayment Refund that exceeded a three-year period was reviewed:

District 5
Isabel Salcido

EL PASO TITLE CO.

C818-999-0160-1600

\$286.98

District 6
Art Fierro

The Internal Audit Department reviewed the refund application, copies of cancelled checks or proof of payments. Attached is a list of days from the date the completed application was received by the Tax Office and sent to the Internal Audit Department for review. The Tax Office took 3 days to process the application received and send for review.

District 7
Henry Rivera

District 8
Chris Canales

Based on our review, the Tax Overpayment Refunds that exceeded a three-year period were determined to be appropriate to send to City Council for approval pursuant to Section 31.11 (c-1) of the Texas Tax Code.

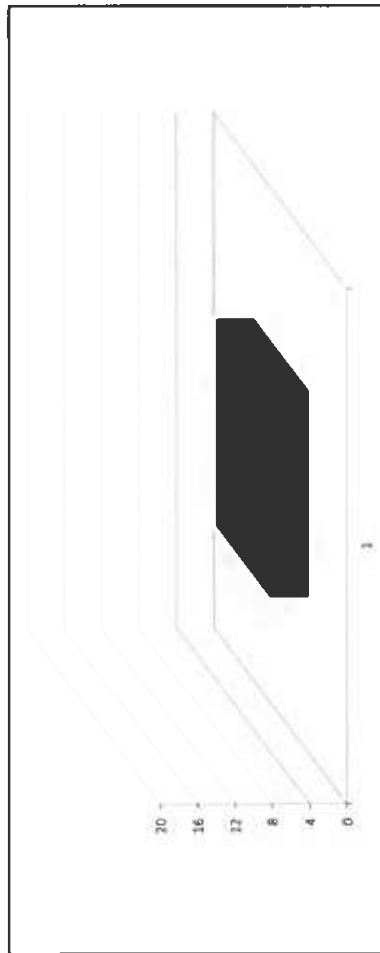
**INTERIM
CITY MANAGER**
Cary Westin

cc: Cary Westin, Interim City Manager
Robert Cortinas, Deputy City Manager & Chief Financial Officer

Edmundo S. Calderon, CIA, CGAP, CRMA – Chief Internal Auditor
Internal Audit Department | 218 N. Campbell | El Paso, TX 79901
O: (915) 212-0069 | D: (915) 212-1365 | Email: calderones@elpasotexas.gov

City of El Paso
Internal Audit Department
Tax Office Refund Project
Week of 12/04/2023 Reviews- Over Three Years

#	Refund To	F.I.D. Number	Amount of Refund	Date Application was Received	Date of Proof of Payment was Received in the Tax Office	Date Application was approved by the Tax Office	Date Tax Office Sent to Internal Audit for Review	Total Days from Date Proof of Payment to Date Asked to be Reviewed	Date Internal Audit Reviewed Applications	Comments
1	SONIA GONZALEZ	V930-999-0030-3000	\$3,487.75	11/30/2023	11/30/2023	11/30/2023	12/4/2023	4	12/6/2023	
			<u>\$3,487.75</u>							



RESOLUTION

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

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

WHEREAS, taxpayer, C Ferris Karam Construction, LLC through El Paso Title Co. ("Taxpayer") has applied for a refund with the tax assessor for their 2019 property taxes that were overpaid on October 22, 2019 in the amount of \$286.98 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2019 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that C Ferris Karam Construction, LLC through El Paso Title Co. showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2019 taxes and the tax refund in the amount of \$286.98 is approved.

APPROVED this _____ day of _____, 2024.

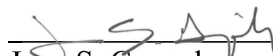
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

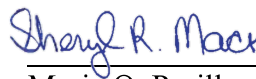
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
Tax Assessor/Collector

OP
+3 yrs

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

CITY TAX
OFFICE

DEC 27 2023

JN

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: Ruben & Francisca Padilla		Phone: HOME: 915-851 3045 WORK:		Property ID# (One application per account) 125043	
Address (mail refund to :)		Property Address: And/or Legal Description: 11401 Valle Grande Rd			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2018	01/14/2019			\$1,800	\$1,734.66
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					\$1,734.66

(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:

Se pago Doble

"I certify that information given to obtain this refund is true and correct."

Ruben Padilla

Requestor signature:

Date: 12-27-2023

Ruben Padilla

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: 12-29-23

JMC 1/3/24

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:



Internal Audit Department

MAYOR
Oscar Leoser

DATE: January 8, 2024

TO: Maria O. Pasillas, Tax Assessor/Collector

CITY COUNCIL

FROM: Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor

District 1
Brian Kennedy

SUBJECT: Review of Tax Overpayment Refunds that Exceed Three Years

District 2
Alexandra Anello

The Internal Audit Department conducted a review of the Tax Overpayment Refunds that exceeded a three-year period. This engagement was accepted based on the engagement's potential to improve management of risks, add value, and/or improve the organization's operations (IIA 2010.C1). The work performed does not constitute an engagement conducted in accordance with Generally Accepted Government Auditing Standards (GAS 1.16). The observations and conclusions that are reported in this memorandum do not require Management responses.

District 3
Cassandra Hernandez

District 4
Joe Molinar

The following Tax Overpayment Refund that exceeded a three-year period was reviewed:

District 5
Isabel Salcido

RUBEN & FRANCISCA PADILLA	E325-000-0060-0100	\$1,734.66
---------------------------	--------------------	------------

District 6
Art Fierro

The Internal Audit Department reviewed the refund application, copies of cancelled checks or proof of payments. Attached is a list of days from the date the completed application was received by the Tax Office and sent to the Internal Audit Department for review. The Tax Office took 12 days to process the application received and send for review.

District 7
Henry Rivera

District 8
Chris Canales

Based on our review, the Tax Overpayment Refunds that exceeded a three-year period were determined to be appropriate to send to City Council for approval pursuant to Section 31.11 (c-1) of the Texas Tax Code.

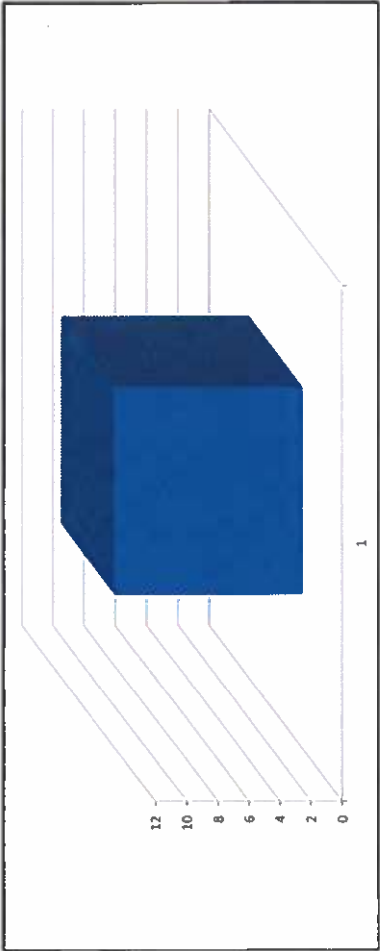
**INTERIM
CITY MANAGER**
Cary Westin

cc: Cary Westin, Interim City Manager
Robert Cortinas, Deputy City Manager & Chief Financial Officer

Edmundo S. Calderon, CIA, CGAP, CRMA – Chief Internal Auditor
Internal Audit Department | 218 N. Campbell | El Paso, TX 79901
O: (915) 212-0069 | D: (915) 212-1365 | Email: calderones@elpasotexas.gov

City of El Paso
Internal Audit Department
Tax Office Refund Project
Week of 01-08-2024 Reviews- Over Three Years

Refund To	P.I.D. Number	Amount of Refund	Date Application was Received	Date of Proof of Payment was Received in the Tax Office	Date Application was approved by the Tax Office	Date Tax Office Sent to Internal Audit for Review	Total Days from Date Proof of Payment to Date Asked to be Reviewed	Date Internal Audit Reviewed Applications	Comments
1 RUBEN & FRANCISCA PADILLA	E325-000-0060-0100	\$1,734.66	12/27/2023	12/27/2023	1/3/2024	1/8/2024	12	1/8/2024	
		\$1,734.66							



RESOLUTION

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

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

WHEREAS, taxpayer, Ruben & Francisca Padilla ("Taxpayer") has applied for a refund with the tax assessor for their 2018 property taxes that were overpaid on January 14, 2019 in the amount of \$1,734.66 (One Thousand Seven Hundred Thirty-Four and 66/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2018 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Ruben & Francisca Padilla showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2018 taxes and the tax refund in the amount of \$1,734.66 (One Thousand Seven Hundred Thirty-Four and 66/100 Dollars) is approved.

APPROVED this _____ day of _____, 2024.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

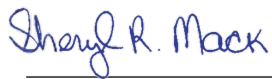
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

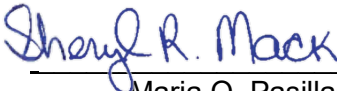
 for Maria O. Pasillas

Maria Pasillas, Managing Director
Tax Assessor/Collector

ATTACHMENT B
TAX REFUNDS OVER THREE (3) YEARS
March 12, 2024

1. C. Ferris Karam Construction, LLC, in the amount of \$286.98, made an overpayment on October 33, 2019 of 2019 taxes.
(Geo. # C818-999-0160-1600)
2. Ruben and Francisca Padilla, in the amount of \$1,734.66, made an overpayment on January 14, 2019 of 2018 taxes.
(Geo. # E325-000-0060-0100)

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 #: 24-374, 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 Cassandra Hernandez, (915) 212-0003

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 a campaign contribution by Representative Cassandra Hernandez in the amount of \$100 from Sid Searcy, \$2,000 from Pablo Duran, and \$500 from Francoise Feliberti.



Legislation Text

File #: 24-337, 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:

The award of Solicitation 2024-0064 Bucket Truck Maintenance to PSI Bearing and Hydraulic Service, LLC for an initial term of three (3) years for an estimated amount of \$297,600.00. The award also includes a two (2) year option for an estimated amount of \$198,400.00. The total contract time is for five (5) years for a total estimated amount of \$496,000.00. This contract will provide repair services for older bucket trucks for Fleet Services.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$107,600.00 for the initial term, which represents a 230.67% increase due to an increase in pricing for service, parts and inspections.

Department:	Streets and Maintenance
Award to:	PSI Bearing and Hydraulic Service, LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$99,200.00
Initial Term Estimated Award:	\$297,600.00
Option Term Estimated Award:	\$198,400.00
Total Estimated Award	\$496,000.00
Account(s)	532-3600-37020-531210-P3701

Funding Source(s):	532-3600-37020-531250-P3701 Internal Service Fund - Inventory Purchases Materials and Supplies Internal Service Fund - Equipment Outside Repairs Services
District(s):	All

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

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to PSI Bearing and Hydraulic Service, LLC the sole highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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

AGENDA DATE: March 12, 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 (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:

The award of solicitation 2024-0064 Bucket Truck Maintenance to PSI Bearing and Hydraulic Service, LLC for an initial term of three (3) years for an estimated amount of \$297,600.00. The award also includes a two (2) year option for an estimated amount of \$198,400.00. The total contract time is for five (5) years for a total estimated amount of \$496,000.00.

BACKGROUND / DISCUSSION:

This contract is for the repairs and annual inspections of the bucket and platform trucks in the City's fleet. This is necessary to ensure that the trucks are operating safely.

SELECTION SUMMARY:

Solicitation was advertised on November 7, 2023 and November 14, 2023. The solicitation was posted on City website on November 7, 2023. There were a total eight (8) viewers online; one (1) bid was received; being from a local supplier. An Inadequate Competition Survey was conducted

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$207,600.00 for the initial term, which represents a 230.67% increase due to an increase in pricing for service, parts and inspections.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$496,000.00

Funding Source: Internal Service Fund - Inventory Purchases Materials and Supplies
Internal Service Fund - Equipment Outside Repairs Services

Account: 532-3600-37020-531210-P3701
532-3600-37020-531250-P3701

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Richard J. Bristol, Streets and Maintenance Director

Project Form
Best Value Bid

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

Please place the following item on the Consent Agenda for the City Council of March 12, 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 award of solicitation 2024-0064 Bucket Truck Maintenance to PSI Bearing and Hydraulic Service, LLC for an initial term of three (3) years for an estimated amount of \$297,600.00. The award also includes a two (2) year option for an estimated amount of \$198,400.00. The total contract time is for five (5) years for a total estimated amount of \$496,000.00. This contract will provide repair services for older bucket trucks for Fleet Services.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$107,600.00 for the initial term, which represents a 230.67% increase due to an increase in pricing for service, parts and inspections.

Department:	Streets and Maintenance
Award to:	PSI Bearing and Hydraulic Service, LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$99,200.00
Initial Term Estimated Award:	\$297,600.00
Option Term Estimated Award:	\$198,400.00
Total Estimated Award	\$496,000.00
Account(s)	532-3600-37020-531210-P3701 532-3600-37020-531250-P3701
Funding Source(s):	Internal Service Fund - Inventory Purchases Materials and Supplies Internal Service Fund - Equipment Outside Repairs Services
District(s):	All

This was a Best Value Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing D and Streets and Maintenance Departments recommend award as indicated to PSI Bearing and Hydraulic Service, LLC the sole 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.

BEST VALUE EVALUATION SHEET
2024-0064 Bucket Truck Maintenance

Evaluation Factors	Maximum Points	PSI Bearing and Hydraulic Services LLC
Factor A - Price	35	35.00
Factor B - Experience – Comparable Contracts	25	8.00
Factor C - References	15	5.00
Factor D - Turnaround Time for Non-Emergency Requests	25	25.00
Total Points	100	73.00
	Ranking	1



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Bucket Truck Maintenance			BID NO: 2024-0064					
BID DATE: December 6, 2023			Department: Streets and Maintenance					
		PSI Bearing and Hydraulic Service, LLC.						
		El Paso, TX						
		Bidder 1 of 1						
Group 1 - Services								
Item No.	Description	Unit of Measure	Rates	Rates				
1	Service Rate (Regular Hours)	Hourly	\$95.00					
2	Service Rate (After Hours & Holidays)	Hourly	\$95.00					
Group 2 - Parts								
Any parts needing to be replaced for repairs will be paid at net pricing when invoices are submitted.								
Group 3 - Inspections								
Item No.	Unit Number and Description	Unit of Measure	Price (A)	Yearly Total B = A X 12 (B)	3 Year Total C = B X 3 (C)			
1	Unit 04010 - F-550 Ford Platform Truck S/N: 1FDAF56P14EB13562 2004 Ford F-550 Truck	Annually	\$190.00	\$2,280.00	\$6,840.00			
2	Unit 07339 - Altec L37M Bucket Truck S/N: 1FDAF56P27EA80253 2007 Ford F-550 Truck	Annually	\$190.00	\$2,280.00	\$6,840.00			
3	Unit 11074 - F-550 Versalift Bucket Truck S/N: 1FDUF5GYXBEB42303 2011 Ford F-550 Bucket Truck	Annually	\$190.00	\$2,280.00	\$6,840.00			
4	Unit 11075 - F-550 Versalift Bucket Truck S/N: 1FDUF5GY1BEB42304 2011 Ford F-550 Bucket Truck	Annually	\$190.00	\$2,280.00	\$6,840.00			
5	Unit 11076 - F-550 Versalift Bucket Truck S/N: 1FDUF5GY3BEB42305 2011 Ford F-550 Bucket Truck	Annually	\$190.00	\$2,280.00	\$6,840.00			
6	Unit 21005 - Auger Digger Derrick S/N: 3ALACXFC8MDLB8208 2021 Freightliner	Annually	\$190.00	\$2,280.00	\$6,840.00			
7	Unit 01127 - Aerialift/Bucket Truck S/N: 2FZAAHBW11AJ40780 2001 Sterling	Annually	\$190.00	\$2,280.00	\$6,840.00			
8	Unit 97054 - Platform Truck S/N: 1HTSCABM6VH474083 1997 International 4700	Annually	\$190.00	\$2,280.00	\$6,840.00			
9	Unit 97243 - Aerial Lift Truck S/N: 1FDPF70J7WVA16704 1998 Ford F-800 Medium	Annually	\$190.00	\$2,280.00	\$6,840.00			
10	Unit 11073 - F-550 Versalift Bucket Truck S/N: 1FDUF5GY8BEB42302 2011 Ford F-550 Bucket Truck	Annually	\$190.00	\$2,280.00	\$6,840.00			
11	Unit 21035 - Altec Bucket Truck S/N: 3ALHCYE1MDLB7648 2021 Freightliner	Annually	\$190.00	\$2,280.00	\$6,840.00			

Approved by X_____/s/_____
Date Approved __12/7/23____



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Bucket Truck Maintenance						BID NO: 2024-0064		
BID DATE: December 6, 2023						Department: Streets and Maintenance		
			PSI Bearing and Hydraulic Service, LLC. El Paso, TX Bidder 1 of 1					
Item No.	Unit Number and Description	Unit of Measure	Price (A)	Yearly Total B = A X 12 (B)	3 Year Total C = B X 3 (C)			
12	Unit 96009 - 75 Feet Bucket Truck S/N: 1GDT7H4J7TJ504646 1996 GMC Topkick	Annually	\$190.00	\$2,280.00	\$6,840.00			
13	Unit 02024 - International Altec 50 Ft. Bucket Truck S/N: 1HTSCABN62H529572 2002 International 4700	Annually	\$190.00	\$2,280.00	\$6,840.00			
14	Unit 17141 - F-550 Aerial Bucket Truck S/N: 1FDUF5HT0HDA07333 2017 Ford F-550 Bucket Truck	Annually	\$190.00	\$2,280.00	\$6,840.00			
15	Unit 21009 - Altec Bucket Truck S/N: 3ALACXFC2MDML5089 2021 Freightliner	Annually	\$190.00	\$2,280.00	\$6,840.00			
Total				\$34,200.00	\$102,600.00			
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u> THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.								
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)			<div style="border: 1px solid black; padding: 2px; display: inline-block;">X</div>			<div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div>		
NO OPTION OFFERED			<div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div>			<div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div>		
AMENDMENTS ACKNOWLEDGED:			YES			N/A		
BIDS SOLICITED: 244 LOCAL BIDS SOLICITED: 114 BIDS RECEIVED: 1 LOCAL BIDS RECEIVED: 1 NO BID: 4								

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved by X_____/s/_____
Date Approved __12/7/2023__

2024-0064 Bucket Truck Maintenance View List			
	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	PSI BEARING AND HYDRAULIC SERVICE LLC.	El Paso	TX
2	Bill Williams Tire Center	Midland	TX
3	INTEGRATED MECHANICS, LLC	EL PASO	TX
4	DYER CYCLE	El Paso	TX
5	Delegard Tool of Texas	Houston	TX
6	KR Contracting, Inc.	Germantown	MD
7	Lab One, Inc.	Phoenix	AZ
8	MONEYLINEZ 915 LLC	El Paso	TX

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name

Hector D. Miranda

Business Name

PSI Bearing & Hydraulic Service LLC

Agenda Item Type

N/A

Relevant Department

N/A

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____

Date: _____

2-27-24



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, 02-13-2024 AND 02-27-2024]

**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

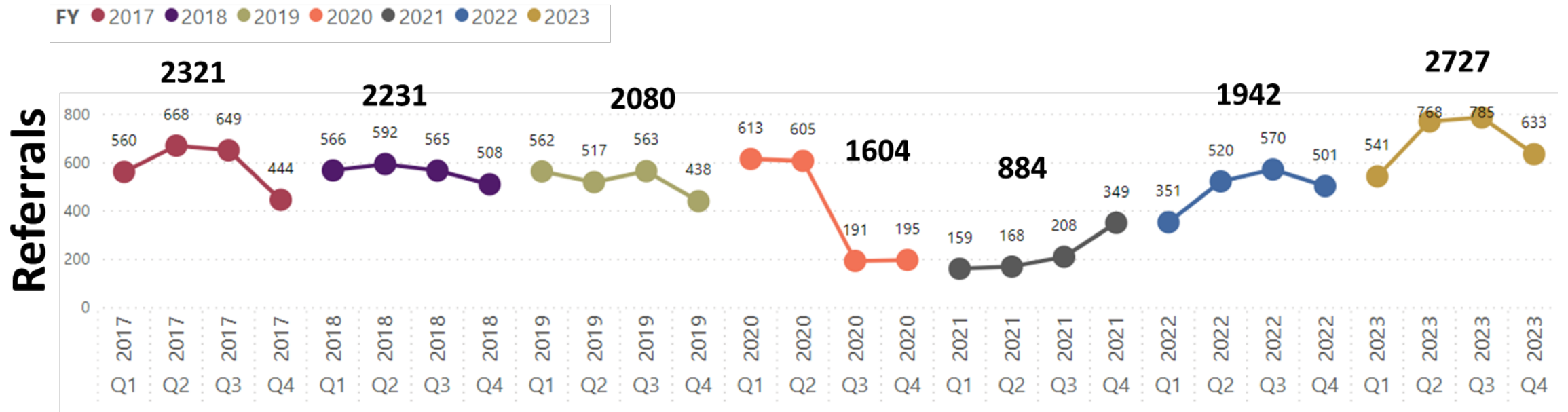
Deputy Chief of Finance & Support
El Paso County Juvenile Probation Department



OUR VISION ... THEIR DESTINY

TRANSFORMING JUVENILE JUSTICE INITIATIVE TIMELINE



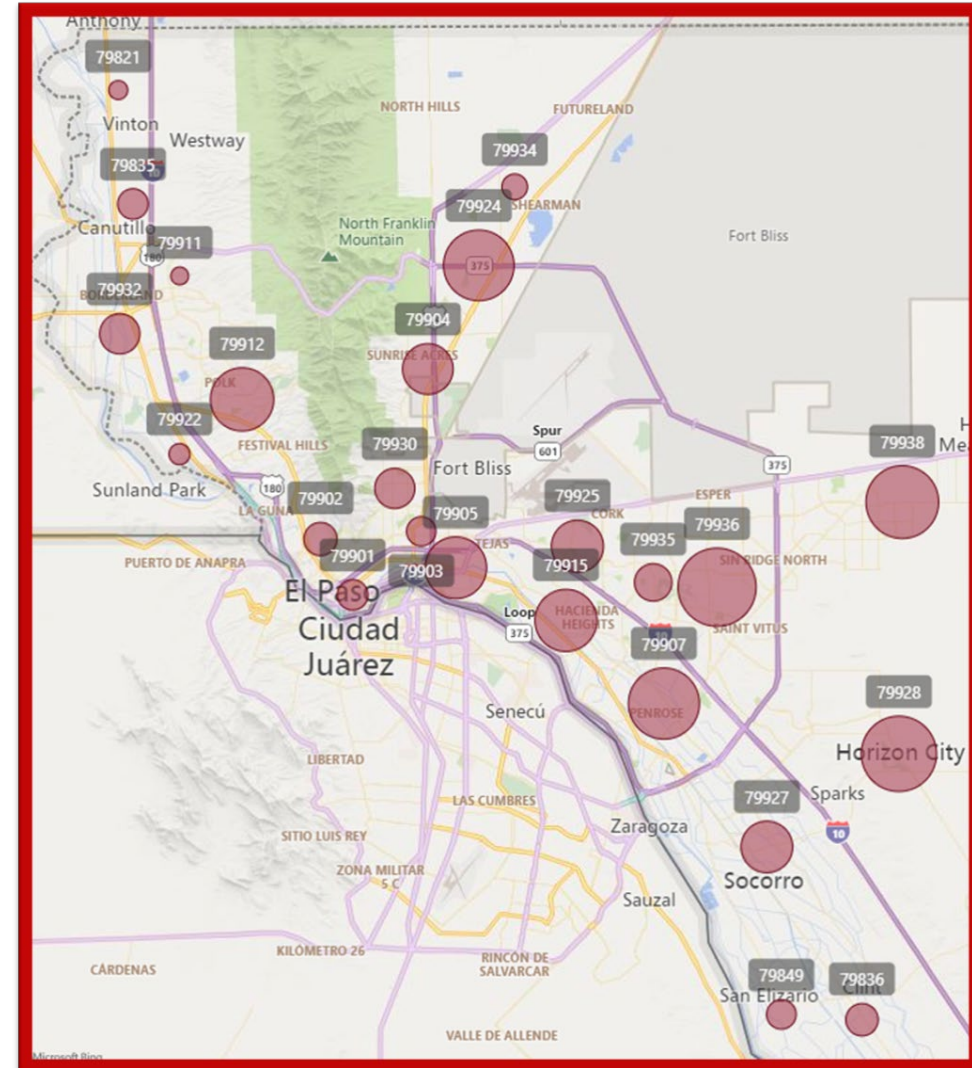


Offense Description	2017	2018	Change	2019	Change	2022	Change	2023	Change	Average Change
Assault Causes Bodily Inj	657	627	-5%	641	2%	784	22%	995	26.9%	12%
Assault Causes Bodily Injury Family Member	396	407	3%	417	2%	319	-24%	488	53%	9%
Burglary Of Building	160	181	13%	151	-17%	135	-11%	138	2%	-3%
Criminal 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%	-21%

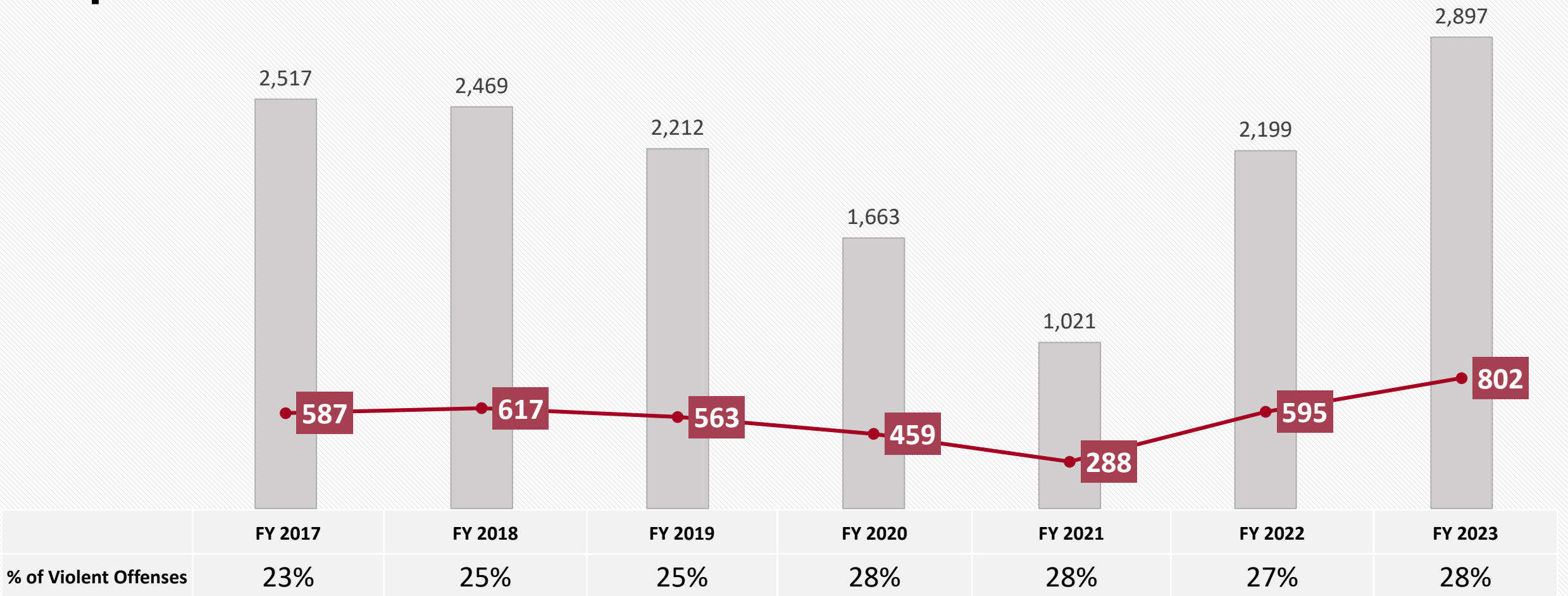
235
-21%

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

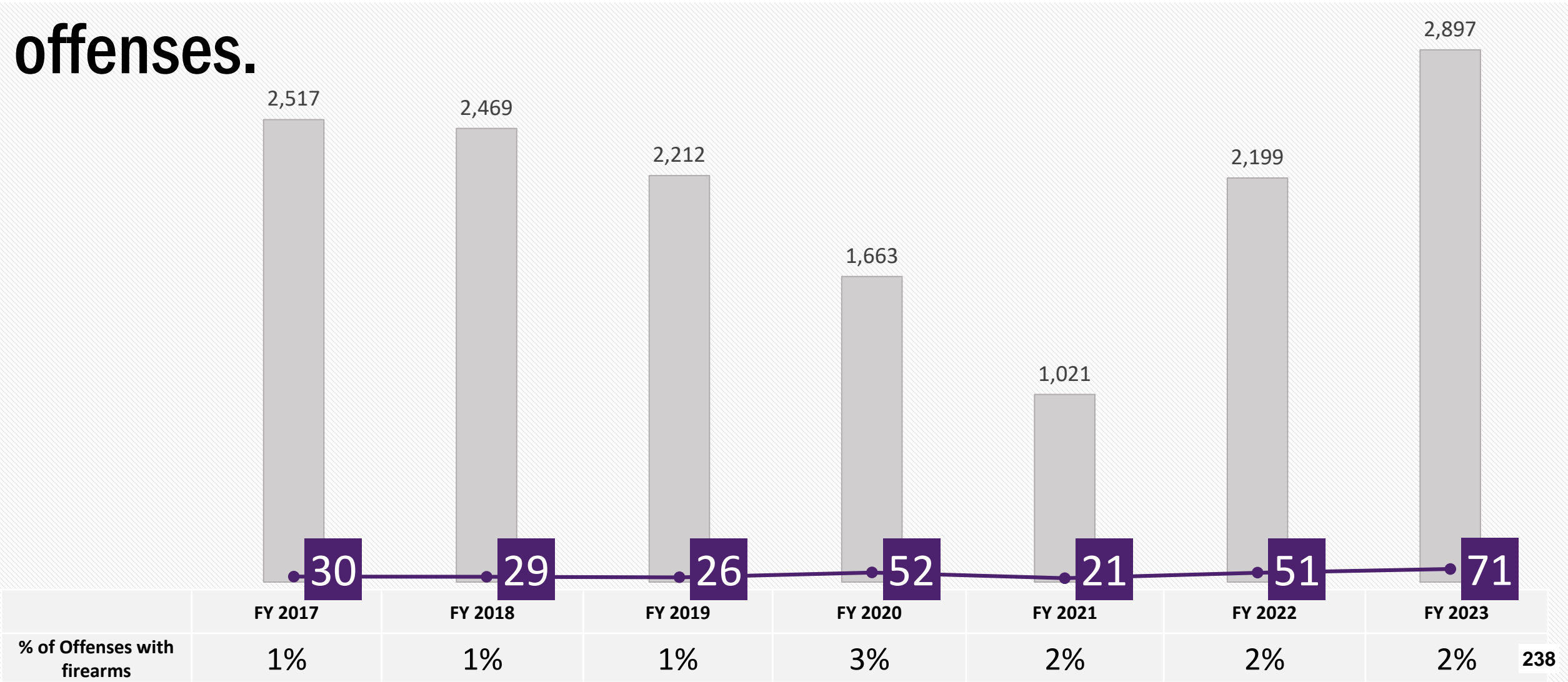


The Historical Average on **Violent Offenses**
(since FY 2017) has remained around **26%**,
compared to the overall Arrests.



* 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.

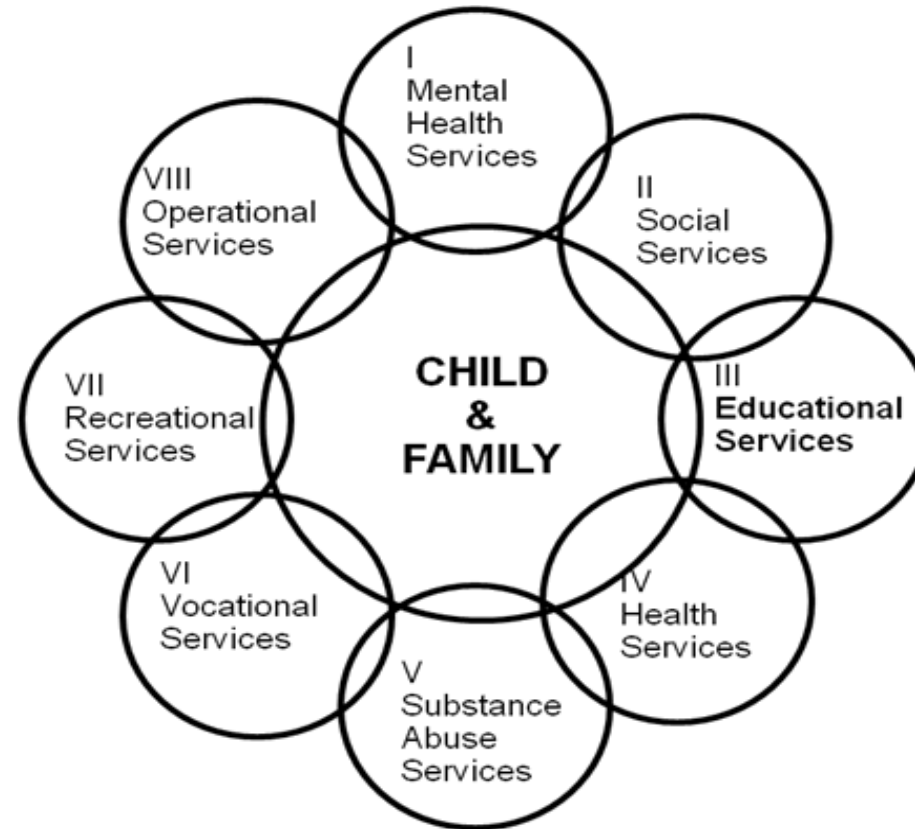
- Research of several jurisdictions and different counties within Texas, Illinois, and California for guidance on changing our Judgment of Probation.
- Focus Groups have been created to survey youth and families for feedback with the assistance of UTEP interns.
- The new Court order will be easy to read, 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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-372, 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 Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

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

Presentation and discussion by Emergence Health Network of their 2023 annual report on activities, collaborations, and partnerships with local entities.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: March 12, 2024

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Art Fierro, 915-212-0006

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.

Presentation and discussion by Emergence Health Network of their 2023 annual report on activities, collaborations, and partnerships with local entities.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

N/A

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, City Council has heard an annual update from EHN in 2023

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*****

This Is Us Working For You.

ANNUAL REPORT

2023

Our Purpose
Our Community





Our Purpose Our Community Video

By The Numbers



ANNUAL REPORT 2023

EHN's Crisis Hotline Specialists provided assistance to **32,391 INDIVIDUALS** who reached out and called the EHN 24-hour crisis/988 hotline.

Saving Lives

EHN conducted 242 community trainings **EDUCATING NEARLY 8000 PEOPLE** on the importance of caring for those with mental health challenges.

Mental Health Awareness

Through its comprehensive programs *Emergence Health Network* **HELPED 33,044 PEOPLE** who sought services from EHN.

Helping our Community

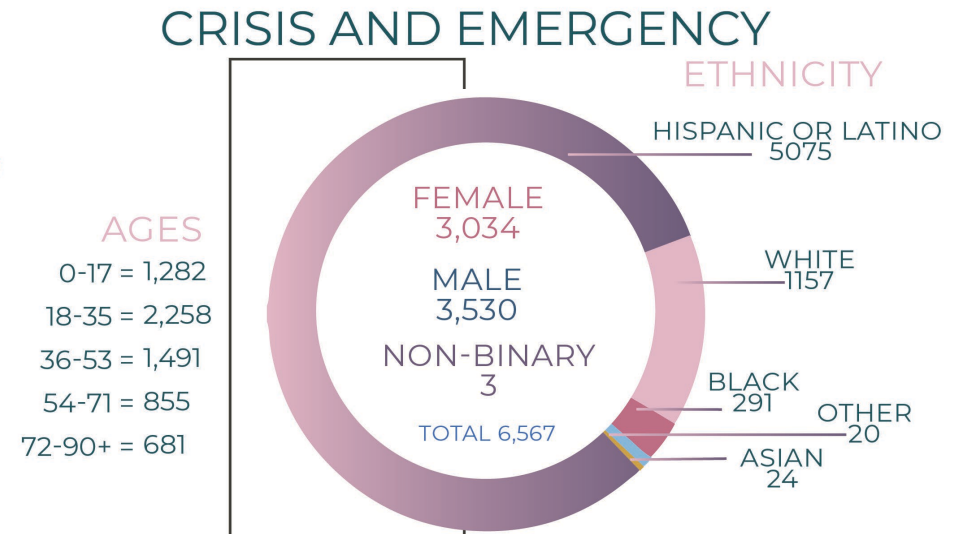
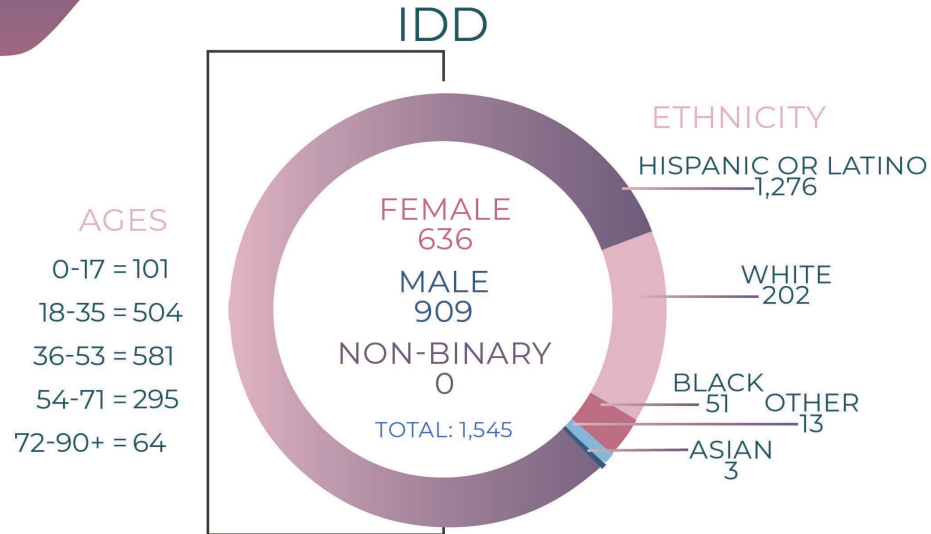
EHN has a workforce of close to **700 EMPLOYEES,** and invested more than **\$44.1 MILLION** in compensation and benefits packages.

Investing in our Employees

EHN was awarded with nearly **\$20 million** in grant funding to enhance treatment programs for El Paso residents.

Advancing Services





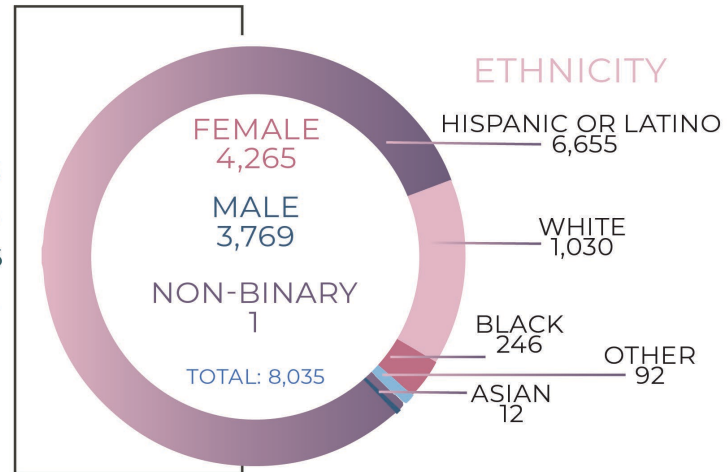
TOTAL NUMBER OF PEOPLE SERVED
THROUGH EHN PROGRAMS:
33,044

10,233
INDIVIDUALS SERVED
IN THE EL PASO COUNTY
JAIL FACILITIES



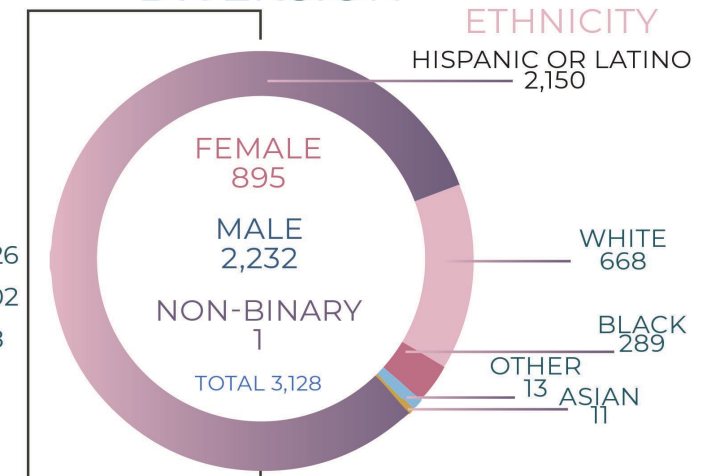
BEHAVIORAL HEALTH

AGES
0-17 = 1,788
18-35 = 2,215
36-53 = 2,356
54-71 = 1,532
72-90+ = 144



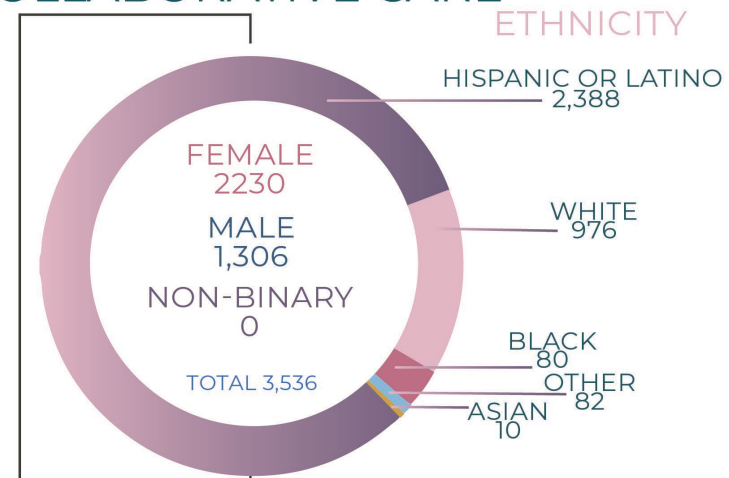
DIVERSION

AGES
0-17 = 66
18-35 = 1,426
36-53 = 1,202
54-71 = 398
72-90+ = 36



COLLABORATIVE CARE

AGES
0-17 = 34
18-35 = 1199
36-53 = 1168
54-71 = 899
72-90+ = 236

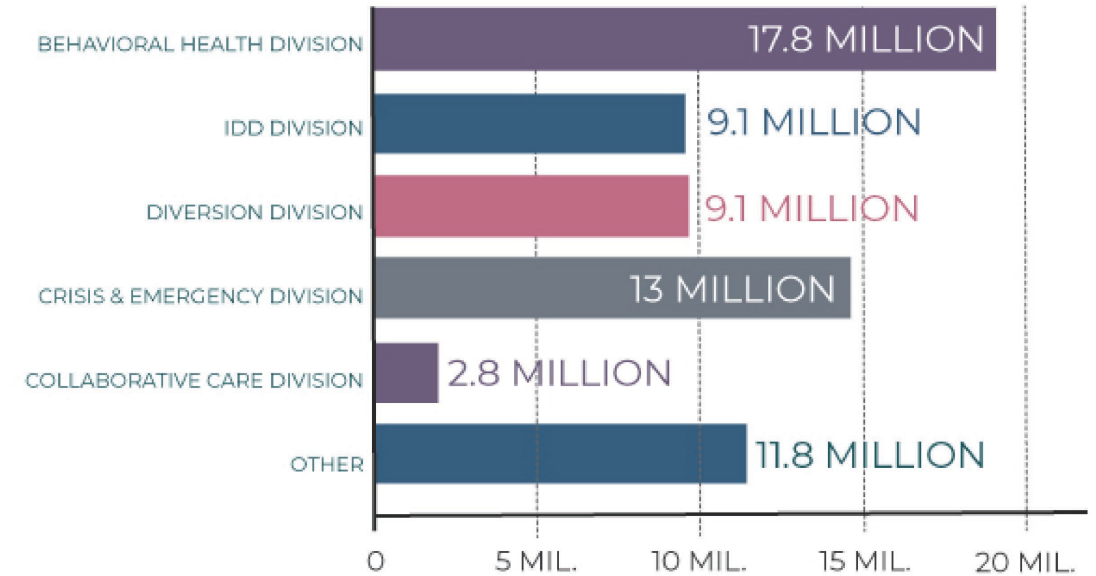
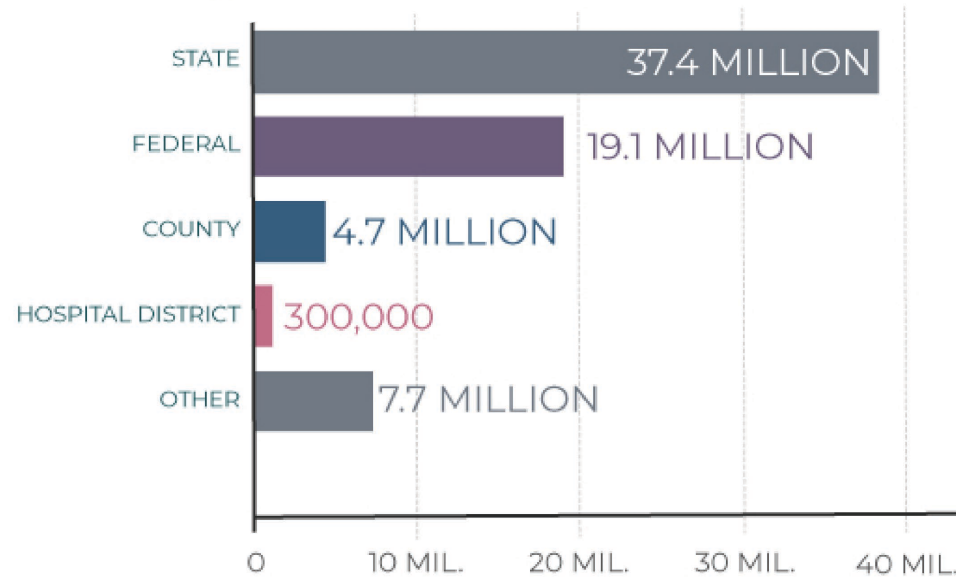


ANNUAL REPORT 2023



Emergence Health Network

This Is Us Working For You.



TOTAL REVENUE
\$69.2 MILLION

*This includes primary Fee for Service Revenue i.e. private insurance and other

TOTAL EXPENDITURE
\$63.6 MILLION

*This includes expenditures for other EHN services and other operating costs



Highlights



Expanding School-Based Mental Health



EHN expanded its mental health services to Fabens Independent School District, enhancing access for students in rural areas. This extends EHN's school-based services to three El Paso school districts across multiple campuses, improving mental health awareness among staff and residents.



“Cool” Mental Health Awareness Outreach



In May, EHN celebrated Mental Health Awareness Month with the launch of Cool Cucumber Lime ice cream at Howdy Homemade Ice Cream shop in downtown El Paso. This treat promotes mental health awareness and supports the shop's mission to provide employment for individuals with IDD.



Improving Mental Health Crisis Response



EHN and the El Paso 911 District jointly announced the co-location of EHN's crisis hotline/988 call takers to the 911 Center, enhancing mental health services for residents. This partnership improves response times and services for anyone experiencing a mental health crisis.



Grand Opening of Veterans One Stop Center



EHN's Veterans One Stop Center relocated to a modern facility in the city center, expanding its programs to assist active-duty members, veterans, and families. The new center includes the AT&T Technology Lounge, providing tools for resume building, job searches, and education projects.



My Story





Alice's Story Video





Isaac's Story Video



What's Next



- Grand Opening of Restorative Justice Center
- Legislative Session
 - Focus on IDD
 - Mental Health Workforce
 - Expansion of children's services
- NARCAN Distribution/Training across West Texas



Please log on to
emergencehealthnetwork.org
to view the entire report.

Questions?





Legislation Text

File #: 24-373, 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 to approve a Resolution that the City Council declares that the expenditure of District 8 discretionary funds, in an amount not to exceed \$2,400.00, for the Good Neighbor Interpreter Journalism Camp hosted by the El Paso Museum of History, the McCall Neighborhood Center, and Borderzine serves a municipal purpose.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 03/12/2024(Regular Agenda)

CONTACT PERSON NAME AND PHONE NUMBER:
Rep. Chris Canales, 915-212-0008

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Environments

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what?
Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to approve a resolution that the City Council declares that the expenditure of District 8 discretionary funds, in an amount not to exceed \$2,400.00, for the Good Neighbor Interpreter Journalism Camp hosted by the El Paso Museum of History, the McCall Neighborhood Center, and Borderzine serves a municipal purpose.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

N/A

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

District 8 Discretionary Funds

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

RESOLUTION

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

That the City Council declares that the expenditure of District 8 discretionary funds, in an amount not to exceed \$2,400.00, for the Good Neighbor Interpreter Journalism Camp hosted by the El Paso Museum of History, the McCall Neighborhood Center, and Borderzine, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through entertainment to citizens in El Paso, and by fostering community pride and encouraging civic engagement; and

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

APPROVED this _____ day of _____ 2024.

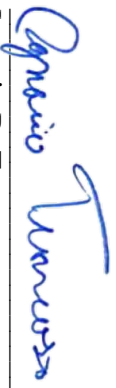
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio R. Troncoso
Assistant City Attorney



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.
[POSTPONED FROM 02-27-2024]

**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:

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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:



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-362, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Presentation and discussion on El Paso Animal Services operations.

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

AGENDA DATE: March 12, 2024

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Terry K. Kebschull, Animal Services Director (915) 212-8742

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:

Presentation and discussion on El Paso Animal Services operations.

BACKGROUND / DISCUSSION:

The presentation is to provide operational updates on the El Paso Animal Services Department.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Animal Services

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:


Terry K. Kebschull, Animal Services Director



Legislation Text

File #: 24-333, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 6

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

Planning and Inspections, Juan C. Naranjo, (915) 212-1604

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 17C-174 and 17C-175, Section 8, Block 79, Township 3, Texas and Pacific Railway Company Survey, South of Vista del Sol Drive and West of Joe Battle Boulevard, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-3 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: South of Vista del Sol Dr. and West of Joe Battle Blvd.

Applicant: El Paso Vista HY RE, LLC, PZRZ23-00034

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

AGENDA DATE: March 12, 2024
PUBLIC HEARING DATE: April 9, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Juan C. Naranjo, (915) 212-1604

DISTRICT(S) AFFECTED: District 6

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Tracts 17C-174 and 17C-175, Section 8, Block 79, Township 3, Texas and Pacific Railway Company Survey, South of Vista del Sol Drive and West of Joe Battle Boulevard, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-3 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Vista del Sol Dr. and West of Joe Battle Blvd.
Applicant: El Paso Vista HY RE, LLC, PZRZ23-00034

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property to allow the use of automobiles (sales, service, storage and rental). City Plan Commission unanimously recommended 7-0 to approve the proposed rezoning on January 25, 2024. As of February 27, 2024, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: *Kevin Smith* for Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACTS 17C-174 AND 17C-175, SECTION 8, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, SOUTH OF VISTA DEL SOL DRIVE AND WEST OF JOE BATTLE BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a portion of Tracts 17C-174 and 17C-175, Section 8, Block 79, Township 3, Texas and Pacific Railway Company Survey, South of Vista del Sol Drive and West of Joe Battle Boulevard located in the City of El Paso, El Paso County, Texas, and more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-3 (Residential)** to **C-3 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, **2024.**

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor

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

ORDINANCE NO. _____

Zoning Case No: PZRZ23-00034

EXHIBIT "A"

Prepared for: Hyundai
August 31, 2023.

METES AND BOUNDS DESCRIPTION

Description of a parcel of Land being a portion of Tracts 17C-174 and 17C-175, Section 8, Block 79, Township 3, Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas; and being more particularly described by metes and bounds as follows:

Commencing for reference an existing brass disk City Monument at the centerline intersection of Vista Del Sol Dr. (120' R.O.W.) and Bob Hope Dr. (90' R.O.W.), from which at an existing brass disk City Monument at the point of curve centerline of Bob Hope Dr. bears South 01°21'16" East a distance of 429.62 feet; Thence leaving said centerline intersection, North 75°59'44" West a distance of 488.97 feet to a set ½" rebar with cap marked TX.5152 for the "TRUE POINT OF BEGINNING".

Thence, North 02°27'51" East a distance of 65.69 feet to a found ½" rebar on the southerly right of way line of Vista Del Sol Rd.;

Thence, along said right of way line 317.59 feet along the arc of a curve to the right whose radius is 1199.98 feet whose interior angle is 15°09'51" whose chord bears, North 84°51'50" East a distance of 316.67 feet to a found 5/8" rebar with cap marked KHA on the westerly right of way line of Joe Battle Blvd. (Loop 375);

Thence along said right of way line, South 44°28'29 East a distance 102.07 feet to a found 5/8" rebar with cap marked KHA;

Thence along said right of way line, South 00°30'22 East a distance 42.64 feet to a set ½" rebar with cap marked TX. 5152 on the westerly right of way line of Joe Battle Blvd. (Loop 375);

Thence leaving said right of way line, North 86°50'26" West a distance of 389.95 feet to the "TRUE POINT OF BEGINNING" and containing 35,780 square feet or 0.8214 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

PLAT OF SURVEY

BEING A PORTION OF TRACTS 17C-174 AND 17C-175, BLOCK 79,
TOWNSHIP 3, SECTION 8, TEXAS AND PACIFIC SURVEY,
CITY OF EL PASO, PASO COUNTY, TEXAS

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	1199.98'	317.59'	156.73'	316.67'	N84°51'50"E
					15°09'51"

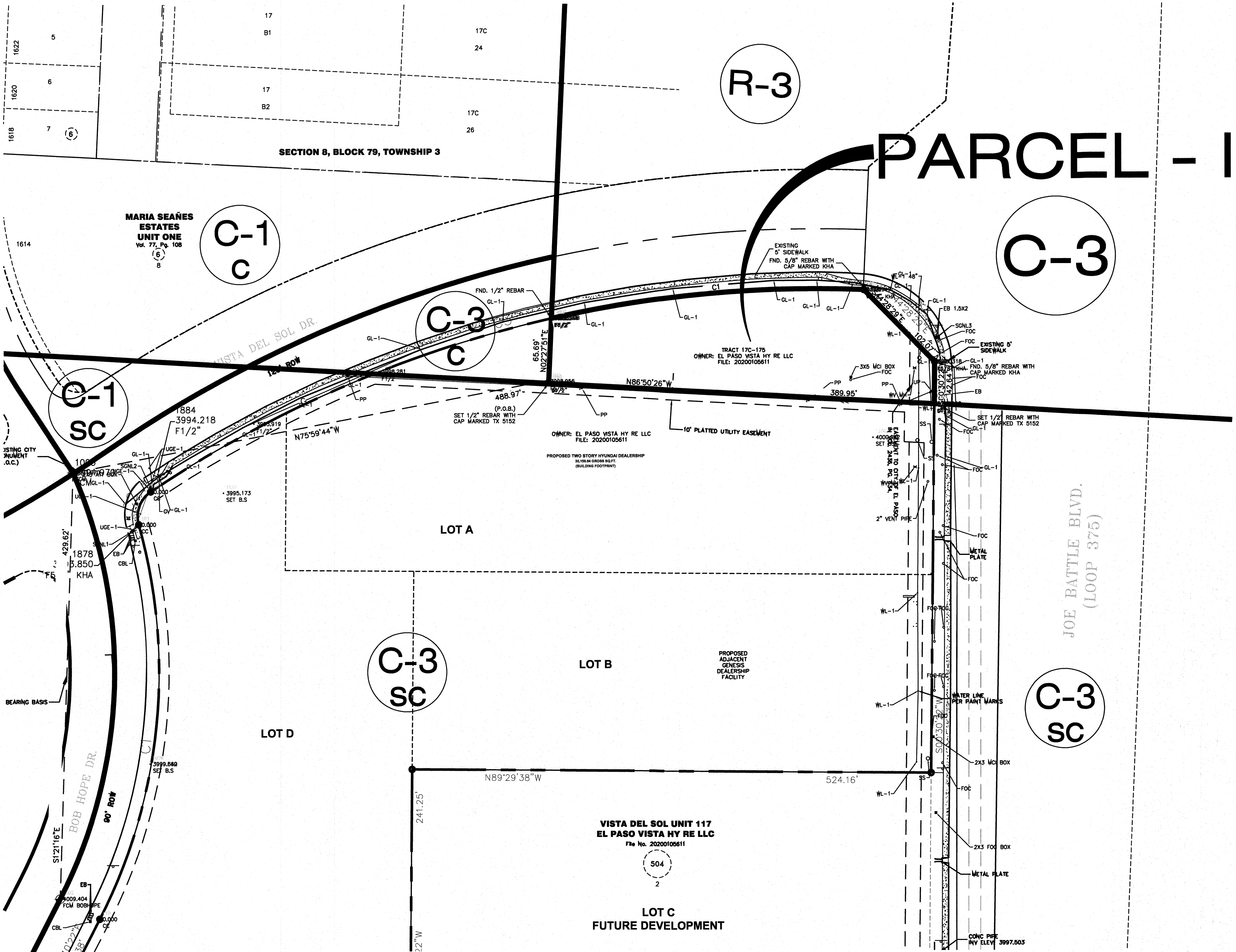
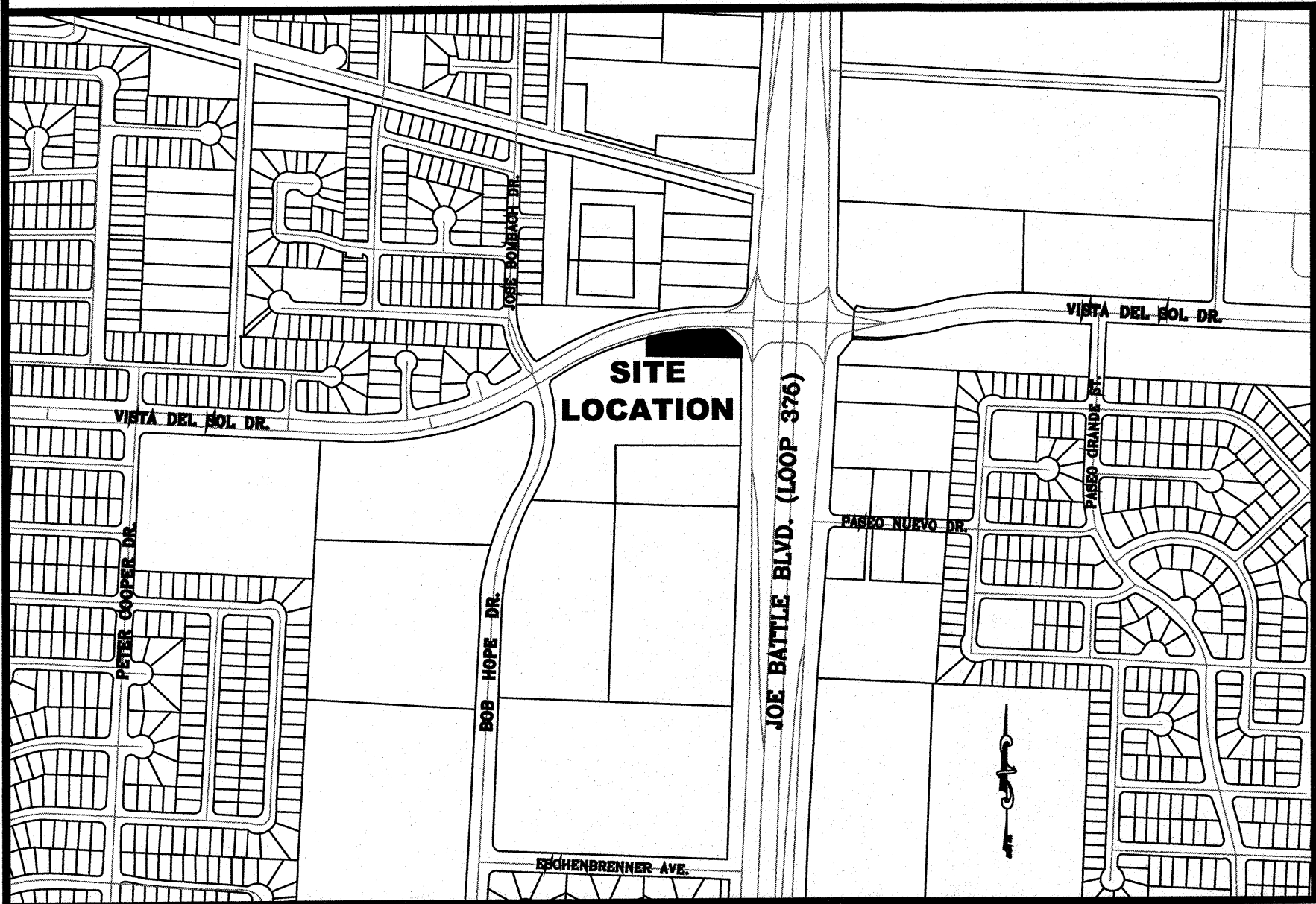
SYMBOL LEGEND	
●	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊗	CALCULATED POINT (NOT SET)
⊙	SANITARY SEWER
⊕	WATER VALVE
⊕	ELECTRIC PULL BOX
⊕	POWER POLE
⊕	GUY WIRE
⊕	TRAFFIC CONTROL BOX
⊕	TRAFFIC SIGN
⊕	TELEPHONE BOX

- NOTES:
1. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480214-0046C, DATED FEBRUARY 16, 2006, THIS PROPERTY IS IN FLOOD HAZARD ZONE X "AREAS OF MINIMAL FLOODING".
 2. SET 1/2" REBAR WITH A CAP MARKED TX. 5152 ON ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
 3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY.

PARCEL	ACRES	PROPOSED ZONING	EXISTING ZONING
I	0.821	C-3	R-3

C-3 SETBACKS	
FRONT YARD	0 ft.
REAR YARD	10 ft.
SIDE YARD	10 ft. (WHEN ABUTTING RESIDENTIAL OR APARTMENT DISTRICT)
SIDE ABUTTING STREET	10 ft.

LOCATION MAP SCALE: 1"=600'



CONDE INC.
ENGINEERING / PLANNING
SURVEYING / CAD
6080 SUITE 100
EL PASO, TEXAS 79906
PHONE: (915) 692-0285
FAX: (915) 692-0286 FIRM# 10076100



CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.
RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

Vista del Sol

City Plan Commission — January 25, 2024 - **REVISED**



CASE NUMBER: PZRZ23-00034
CASE MANAGER: Juan C. Naranjo, (915) 212-1604, NaranjoJC@elpasotexas.gov
PROPERTY OWNER: El Paso Vista HY RE, LLC
REPRESENTATIVE: Conde, Inc
LOCATION: South of Vista del Sol Dr. and West of Joe Battle Blvd. (District 6)
PROPERTY AREA: 0.82 acres
REQUEST: Rezone from R-3 (Residential) to C-3 (Commercial)
RELATED APPLICATIONS: SUSU23-00086 - Resubdivision Combination
PUBLIC INPUT: None received as of January 24, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-3 (Commercial) to allow for automobile sales, service, storage and rental.

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with residential and commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-4, Suburban for the future land use designation.

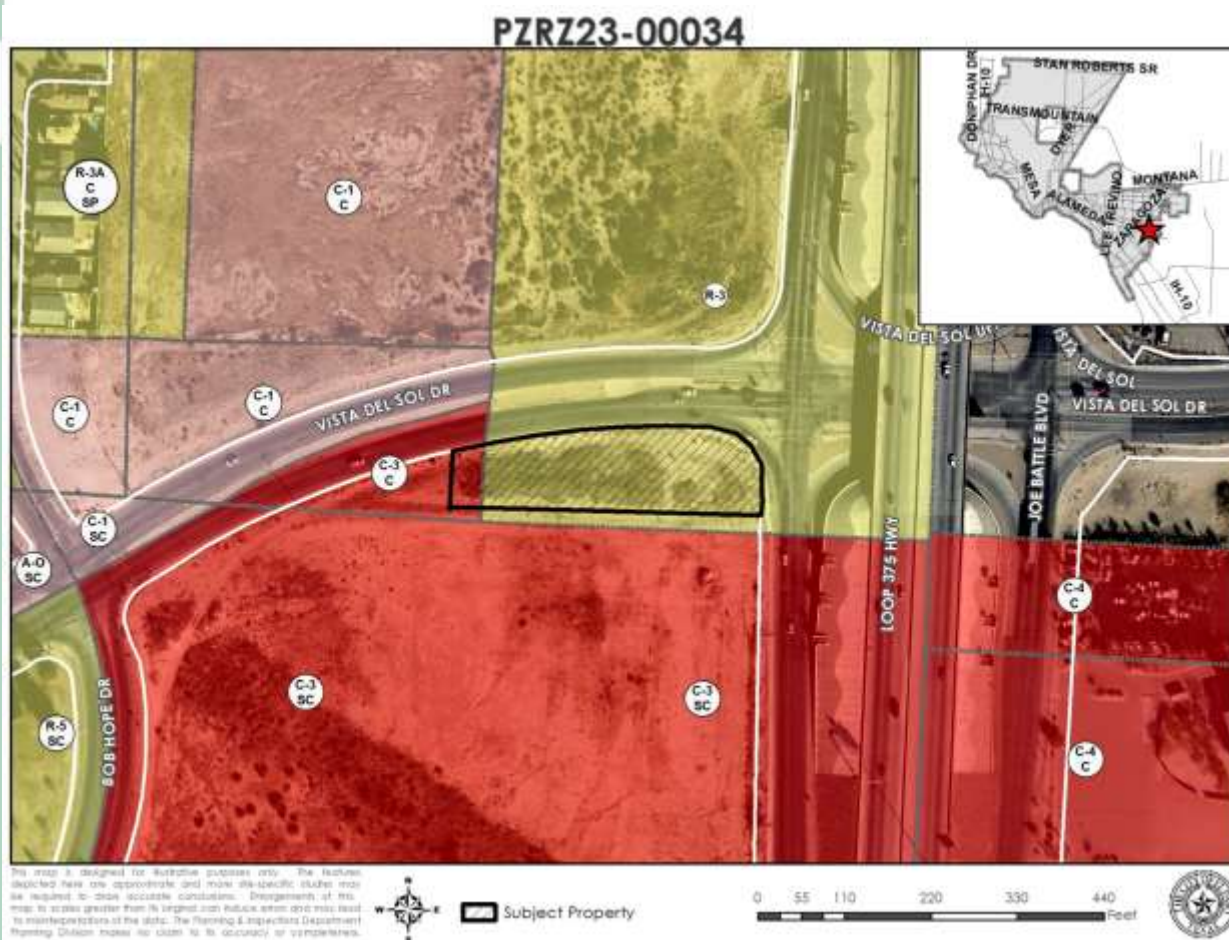


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-3 (Commercial) to allow for the use of automobile sales, service, storage and rental. The rezoning will serve to consolidate the property under the same zoning district. The size of the property is 0.82 acres and is currently vacant. The conceptual site plan shows the subject property as part of an overall development comprising of one (1) proposed 30,156 square-foot building with access proposed from Joe Battle Boulevard and Vista del Sol Drive

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed use of automobile sales, service, storage and rental, and the proposed rezoning of the subject property to C-3 (Commercial) **is** compatible with the adjacent vacant lots and zoning districts. To the south and west, adjacent properties are vacant and are zoned C-3/c (Commercial/special contract). The property to the north is a vacant lot zoned R-3 (Residential), while the subject property is bound to the east by Joe Battle Boulevard with properties beyond Joe Battle Boulevard being vacant and residing within the City of El Paso's 5 Mile Extraterritorial Jurisdiction (ETJ). The rezoning will expand commercial zoning already present along Joe Battle Boulevard, while also serving as a buffer for residential properties to the east of Bob Hope Drive and Joe Battle Blvd to decrease noise pollution from the freeway. The distance to the nearest school, Captain Walter Clarke Middle School, is 0.25 miles and the distance to the nearest park, Walter Clarke Park, is approximately 0.15 miles.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4 – Suburban (Walkable): This sector applies to modern single use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed commercial development 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>C-3 (Commercial) District: The purpose of these districts is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. The proposed C-3 (Commercial) zoning district will provide integration of commercial uses already present with C-3 (Commercial) zoning districts in the surrounding 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. The subject property is located along Vista del Sol Drive and Joe Battle Boulevard, which are designated as a major arterial and freeway respectively, in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plan, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been in transition within the last 10 years. Properties located north of the subject property were rezoned from R-3 (Residential) and R-3A/c/sp (Residential/conditions/special permit) to C-1/c (Commercial/conditions) back in 2018 and 2014, respectively.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The area is in transition as more properties along Joe Battle are being rezoned to commercial districts. The R-3 (Residential) zoning designation is no longer suitable for the property.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Vista del Sol Drive and Joe Battle Boulevard, which are designated as a major arterial and a freeway, respectively, in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development. Sidewalks are present for the subject property along Vista del Sol Drive and Joe Battle Boulevard. The nearest bus stop is located 0.08 miles from the subject property on Joe Battle Boulevard.

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

PUBLIC COMMENT: The subject property does not reside within the boundaries of any recognized neighborhood associations. Public notices were mailed to property owners within 300 feet on January 12, 2024. As of January 24, 2024, the Planning Division has not received any communication in support or opposition to the request from the public.

RELATED APPLICATIONS: Resubdivision Combination application (SUSU23-00086) approval was previously granted by the City Plan Commission on November 16, 2023.

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:

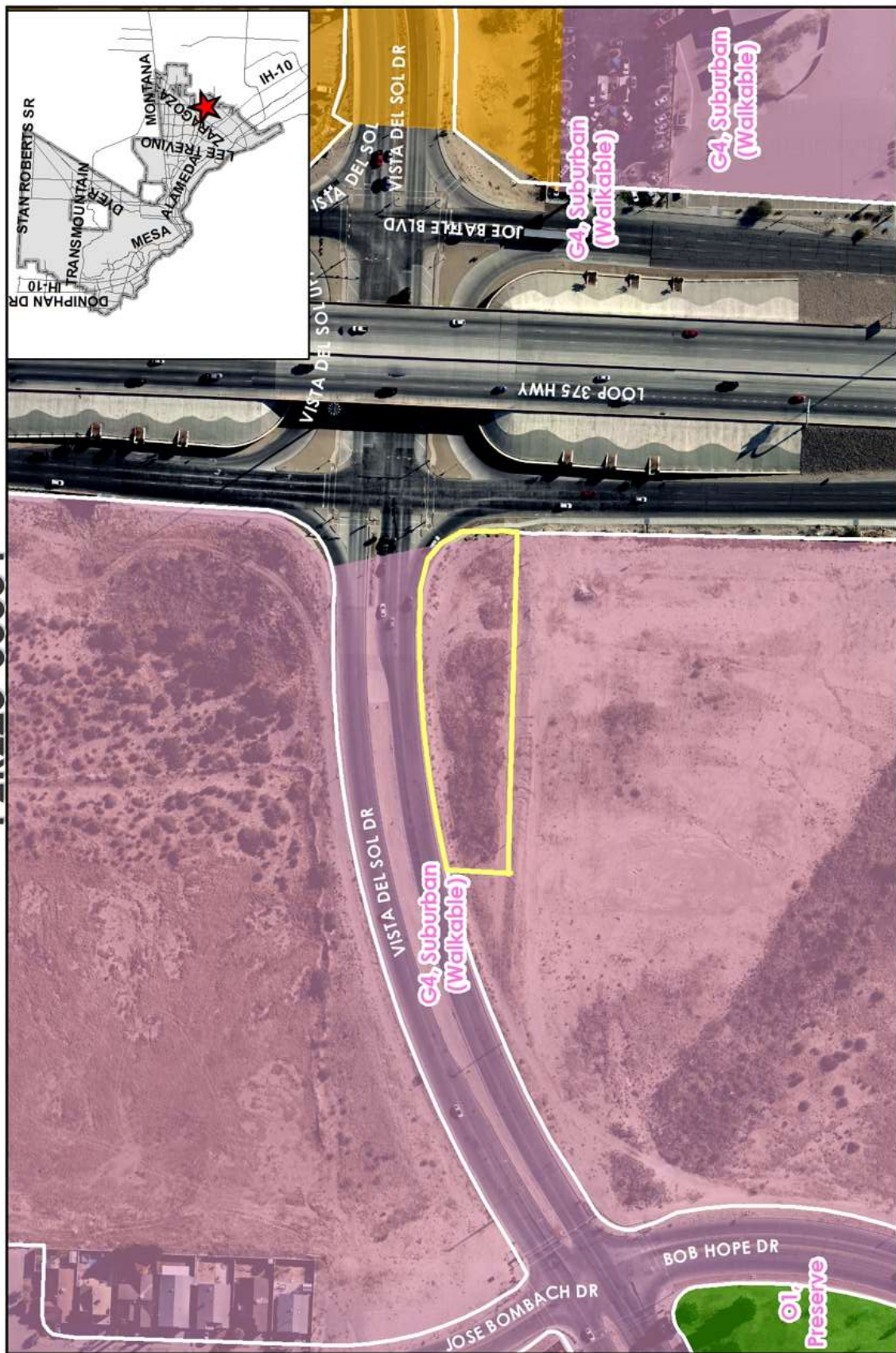
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
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

PZRZ23-00034

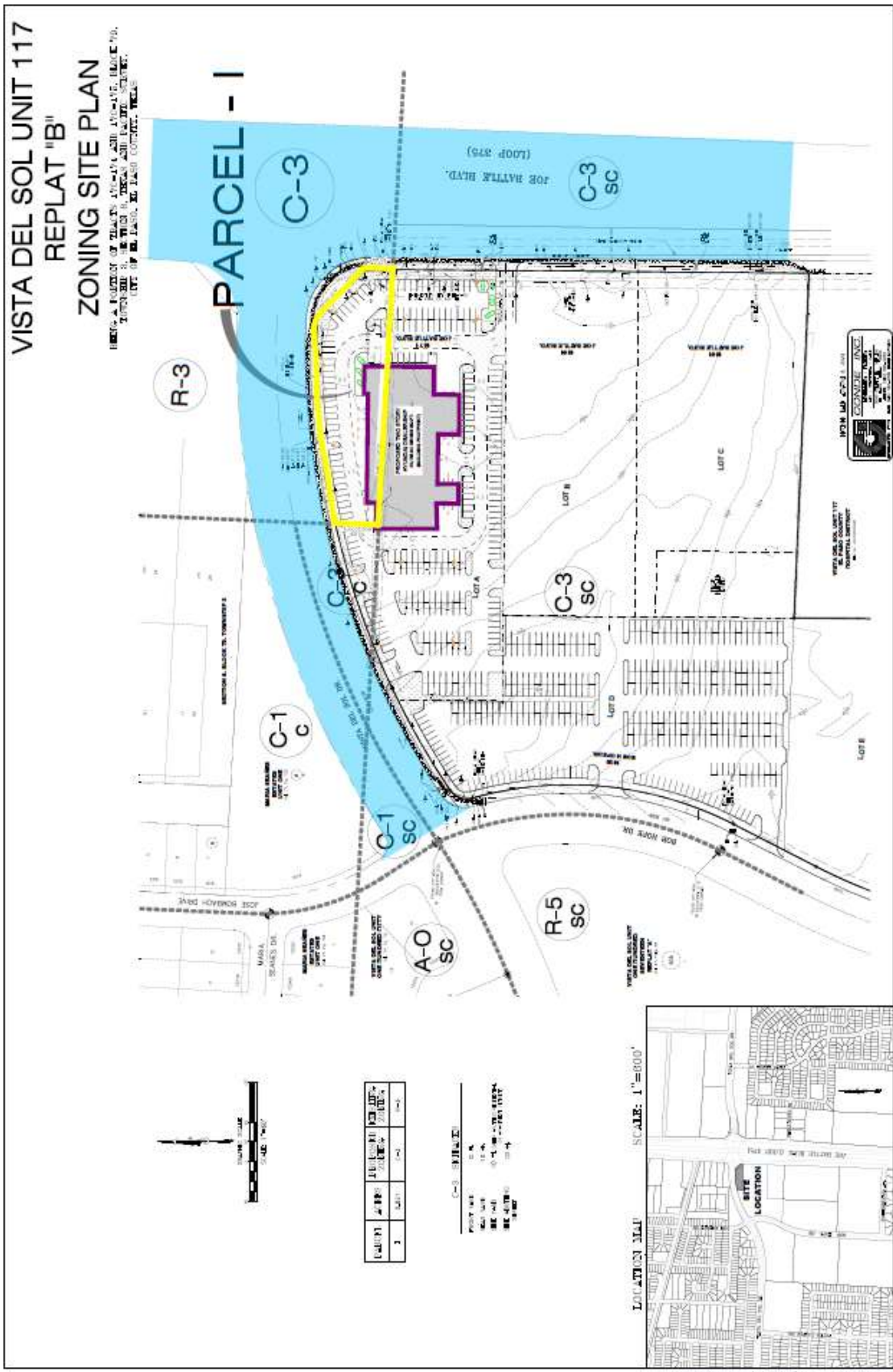


This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The 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.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

No objections.

Fire Department

Recommend approval, no adverse comments.

Streets and Maintenance Department

TIA is required, no objections to rezoning.

Note: TIA is not required as subject property is less than two (2) acre in size.

Texas Department of Transportation

1. Remove proposed driveway on Joe Battle, it does not meet spacing requirements.
2. Submit grading and drainage plans for review to TxDOT.
3. Any work on TxDOT ROW will require a permit.

Note: Comments will be addressed at permitting stage.

El Paso Water

EPWater does not object to this request.

Joe Battle Blvd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Joe Battle Blvd. right-of-way requires written permission from TxDOT.

The 15-foot Public Service Board Utility Easement and the 10-foot platted utility easement must be labelled in the dedicated area on the plans.

Water:

There is an existing 48-inch diameter water main extending along Joe Battle Blvd. This main is located within a 25-foot easement approximately 17-feet west of and parallel to Joe Battle Blvd. 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 12-inch diameter water main extending along Vista Del Sol Dr. approximately 25-feet south of the north side of Vista Del Sol Dr. This main is available for main extension. A 12-inch water main extension along the entire Joe Battle Blvd. frontage, within the existing PSB easement described above, will be required. Main extension cost will be the responsibility of the owner.

Previous water pressure readings from fire hydrant # 6470 located at the southeast corner of the intersection of Bob Hope Dr. and Vista Del Sol Dr., have yielded a static pressure of 50 pounds per square inch, a residual pressure of 48 pounds per square inch, and a discharge flow of 949 gallons per minute.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Joe Battle Blvd. fronting the subject property. This main is located within a 25- foot easement west of and parallel to Joe Battle Blvd.

There is an existing 12-inch diameter sanitary sewer main extending along Vista Del Sol Dr. approximately 36-feet north of the south side of Vista Del Sol Dr. This main is available for service.

General:

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-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.

EPWater-PSB requests that the lot be graded such that sanitary sewer service to each lot can be provided via gravity system.

During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sewer mains, and appurtenant structures. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the cost of setting appurtenant structures to final grade.

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:

No comments received

El Paso County Water Improvement District #1

No comments received.

Police Department

No comments received.

Environment Services

No comments received.

Sun Metro

No comments received.

ATTACHMENT 4

PZRZ23-00034



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
- Property within 300 Feet
- 300 Feet Buffer





Legislation Text

File #: 24-334, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Planning and Inspections, Raul Garcia, (915) 212-1643

AGENDA LANGUAGE:

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

An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards) of the El Paso City Code ending the mobile billboard pilot program and allowing mobile billboard permits to be issued on a yearly basis. The penalty is as provided for in Chapter 15.08.160 of the El Paso City Code.

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

AGENDA DATE: March 12, 2024

PUBLIC HEARING DATE: March 26, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Raul Garcia, (915) 212-1643

DISTRICT(S) AFFECTED: City-wide

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 15, (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.160 (Mobile Billboards) of the El Paso City Code ending the mobile billboard pilot program and allowing mobile billboard permits to be issued on a yearly basis. The penalty is as provided for in Chapter 15.08.160 of the El Paso City Code.

BACKGROUND / DISCUSSION:

Mobile billboards on city streets are currently regulated through a temporary special privilege pilot program. This item will allow the yearly renewal of the special privilege permits, thereby allowing the City to regulate mobile billboards on a continuous basis.

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

AN ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.08 (STREET RENTALS), SECTION 15.08.160 (MOBILE BILLBOARDS) OF THE EL PASO CITY CODE ENDING THE MOBILE BILLBOARD PILOT PROGRAM AND ALLOWING MOBILE BILLBOARD PERMITS TO BE ISSUED ON A YEARLY BASIS. THE PENALTY IS AS PROVIDED UNDER CHAPTER 15.08.160 OF THE EL PASO CITY CODE.

WHEREAS, the public right of way is primary for the passage of persons and goods;
and

WHEREAS, the City has authority to allow for the use of a street for a private purpose provided that use does not interfere with the public use of the street and does not create a dangerous condition on the street; and

WHEREAS, the City finds that it is in the best interest of the public to regulate mobile billboards on city streets in order to ensure that the public use of the street is maintained and no dangerous conditions on the street are created; and

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

SECTION 1. That Title 15 (Public Services), Chapter 15.08 (Street Rentals) is amended, establishing Section 15.08.160 (Mobile Billboards), Subsection C, of the El Paso City Code is amended as:

- C. Permit. An applicant who wants to operate a mobile billboard on the public right-of-way shall apply for a permit on an application form as required by the director. The director shall issue no more than three permits to three applicants that comply with requirements of this section and any regulations adopted by the director pursuant to this section. The director shall not issue a permit to an applicant that does not comply with the requirements of this section or any regulations adopted by the director pursuant to this section. An applicant is not eligible to apply for a permit for one year following a revocation of a permit under this section. Unless terminated earlier as provided under this section, all permits issued under this section expire one (1) year from date of permit issuance. A permit may be renewed by submitting updated documents and providing payment of the annual fee, in accordance with the approved Special Privilege Development Agreement. An applicant shall apply for renewal at least sixty days before the expiration of the registration. No permit shall be issued to an applicant owing ad valorem taxes to the city or who has defaulted on an agreement with the city within five years preceding the application for a permit under this section. Notwithstanding anything to the contrary, a permit may only be issued to an applicant who owns the mobile billboard for which the permit is requested. All application forms and documents under this section must be executed by the owner of the mobile billboard. Nothing in the section prohibits city council from amending this section to change the expiration date of all permits.

Signatures on Following Page)

APPROVED 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 Etiwe

Philip Etiwe, Director
Planning & Inspections Department

REDLINES

15.08.160

C. Permit. An Applicant who wants to operate a Mobile Billboard on the Public Right-of-Way shall apply for a Permit on an application form as required by the Director. The Director shall issue no more than three Permits to three Applicants that comply with requirements of this Section and any regulations adopted by the Director pursuant to this Section. The Director shall not issue a Permit to an Applicant that does not comply with the requirements of this section or any regulations adopted by the Director pursuant to this section. An Applicant is not eligible to apply for a permit for one year following a revocation of a permit under this Section. Unless terminated earlier as provided under this section, all permits issued under this section expire ~~on February 15, 2024~~ **one (1) year from date of permit issuance. A permit may be renewed by submitting updated documents and providing payment of the annual fee, in accordance with the approved Special Privilege Development Agreement. An applicant shall apply for renewal at least sixty days before the expiration of the registration.** No Permit shall be issued to an Applicant owing ad valorem taxes to the City or who has defaulted on an agreement with the City within five years preceding the application for a Permit under this Section. Notwithstanding anything to the contrary, a Permit may only be issued to an Applicant who owns the Mobile Billboard for which the permit is requested. All application forms and documents under this section must be executed by the owner of the Mobile Billboard. Nothing in the section prohibits City Council from amending this Section to change the expiration date of all Permits.



Legislation Text

File #: 24-354, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

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

AGENDA LANGUAGE:

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

An Ordinance granting a Special Privilege License to Centro De Salud Familiar La Fe, Inc. to allow the surface encroachment of an existing backflow preventer over City Right- Of-Way located in the alley behind the property located at 700 South Ochoa Street, El Paso, Texas: setting the license term of ten years (10) with one (1) renewable ten (10) year term.

Subject Property: 700 South Ochoa

Applicant: Centro De Salud Familiar La Fe, Inc. PSPN23-00011

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

AGENDA DATE: March 12, 2024
PUBLIC HEARING DATE: March 26, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Armida R. Martinez, (915) 212-1605

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance granting a Special Privilege License to Centro De Salud Familiar La Fe, Inc. to allow the surface encroachment of an existing backflow preventer over City Right- of-way located in the alley behind the property located at 700 South Ochoa Street, El Paso, Texas: setting the license term of ten years (10) with one (1) renewable ten (10) year term.

Subject Property: 700 South Ochoa
Applicant: Centro De Salud Familiar La Fe, Inc. PSPN23-00011

BACKGROUND / DISCUSSION:

This item is a proposed Special Privilege License for an existing backflow preventer servicing the clinic. The term is proposed at ten years, with one additional renewable ten year term.

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 GRANTING A SPECIAL PRIVILEGE LICENSE TO CENTRO DE SALUD FAMILIAR LA FE, INC. TO ALLOW THE SURFACE ENCROACHMENT OF AN EXISTING BACKFLOW PREVENTER OVER CITY RIGHT-OF-WAY LOCATED IN THE ALLEY BEHIND THE PROPERTY LOCATED AT 700 SOUTH OCHOA STREET, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR A TERM OF TEN YEARS (10) WITH ONE (1) RENEWABLE TEN (10) YEAR TERM.

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

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called “City”) hereby grants a Special Privilege License (hereinafter called “License”) to **CENTRO DE SALUD FAMILIAR LA FE, INC.** (hereinafter referred to as the “Grantee”), to permit the repair, use and future maintenance of a surface encroachment of a backflow preventer encroaching 133 square feet onto the public right-of-way over a portion of City right-of-way along the alley behind the property located at 700 S. Ochoa Street more particularly described as ***Exhibit “A,”*** which is made a part hereof for all purposes (hereinafter referred to as the “backflow preventer”).

SECTION 2. LICENSE AREA

The surface rights granted herein over a portion of right-of-way along the alley behind the property located at 700 S. Ochoa Street and legally described as being all of Lots 11 to 20, Block 81, Campbell Addition, City of El Paso, El Paso County, Texas, to permit the continued use, repair, and future maintenance of the existing backflow preventer is more particularly shown in ***Exhibit “B,”*** which is made a part hereof for all purposes (hereinafter referred to as “License Area”).

SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City right-of-way, which includes the requirement and responsibility of continued use, repair, and future maintenance of the backflow

preventer. Grantee agrees to maintain the License Area in proper working condition and in accordance with all applicable City specifications, which includes restoration to allow and not impede the City's use of the right of way for pedestrian access.

Except for the waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the backflow preventer as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in replacing, repairing, reconstructing, or maintaining the backflow preventer shall be subject to all applicable City, State, and Federal requirements applicable to the reconstruction, maintenance and repair of the backflow preventer. Work done in connection with the repair and maintenance of the backflow preventer is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the backflow preventer encroachment built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee,

Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City. The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property; should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

SECTION 5. TERM

This Special Privilege shall be for a term of TEN (10) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for One (1) additional TEN (10) year term upon the request of the Grantee and approval of the El Paso City Council. If Grantee wishes the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the city may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

SECTION 6. WORK DONE BY OTHERS

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or

improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any geometrics of the right-of-way. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area

SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the backflow preventer encroachment such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

SECTION 8. CONSIDERATION

As consideration for this special Privilege License, the Grantee shall pay to the City ONE THOUSAND ONE HUNDRED SIXTY AND 00/100 DOLLARS (\$1,060.00) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the backflow preventer, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for the TEN (10) year term of the License, prior to the execution of this License. The TEN (10) year amount is equal to NINE THOUSAND THREE HUNDRED THIRTEEN AND 00/100 DOLLARS (\$9,313.00). Said \$9,313.00 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire TEN (10) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 10-year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's backflow preventer encroachment required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

SECTION 9. INSURANCE

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee's insurance policies that are required by this License. Failure to maintain insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.

Grantee shall obtain and provide a general liability policy with a one million dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum two million dollar (\$2,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy of insurance with Financial Services Department and the Planning and Inspections Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

SECTION 10. INDEMNITY

AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S

ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE’S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL, WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE “DAMAGES”. THIS INDEMNIFICATION SHALL APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient, and defend or cause to be defended on behalf of the City all suits for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys’ fees and costs incurred by the City, including interest accruing to the date of payment by Grantee and premiums on any appeal bonds.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee’s activities under this License. **The City will not be responsible for any loss of or damage to the Grantee’s property from any cause.**

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the backflow preventer or a portion thereof or ceases to use the backflow preventer for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between

the Effective Date of this license and the completion of construction of the backflow preventer, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

SECTION 12. CANCELLATION

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve-month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's backflow preventer encroachment located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

The City shall have the option to terminate this License at any time or assure that the property is maintained in good order throughout the term of the license upon written notice sixty (60) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated, unless upon termination of this License, the City agrees to the sale of the land to the Grantee, which upon payment of a fair valuation therefore, the land shall be and become the property of the Grantee.

SECTION 13. RECORDS

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the replacement, maintenance, and repair of the backflow preventer within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 14. NOTICE

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY: City of El Paso
Attn: City Manager
300 North Campbell Street
El Paso, Texas 79901

with copy to: City of El Paso
ATTN: Planning and Inspections Department
811 Texas Avenue
El Paso, Texas 79901

with copy to: City of El Paso
ATTN: Financial Services Department –
Financial Accounting & Reporting
300 North Campbell Street
El Paso, Texas 79901

GRANTEE: Centro de Salud Familiar La Fe, Inc.
700 S. Ochoa St.
El Paso, Texas 79901

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

SECTION 15. ASSIGNMENT

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

SECTION 17. ADMINISTRATION OF LICENSE

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

SECTION 18. NO PROPERTY RIGHTS

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

SECTION 19. LIENS AND ENCUMBRANCES

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

SECTION 20. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

SECTION 21. LAWS AND ORDINANCES

Grantee shall comply with all applicable statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

SECTION 23. SEVERABILITY

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

SECTION 24. LAWS GOVERNING/VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

SECTION 25. RESTRICTIONS AND RESERVATIONS

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of

this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

SECTION 26. EFFECTIVE DATE

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

PASSED AND APPROVED this ____ day of _____, 2024

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for

Philip F. Etiwe, Director
Planning and Inspections Department

ORDINANCE NO. _____
HQ2024 - Planning & Inspections - 2121 | TRANS-510734 | RTA
Special Privilege PSPN23-00011 700 S. Ochoa

ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this 8th day of February, 2024.

GRANTEE:

Centro de Salud Familiar La Fe, Inc.

By: Lucy Rodarte as CFO

ACKNOWLEDGMENT

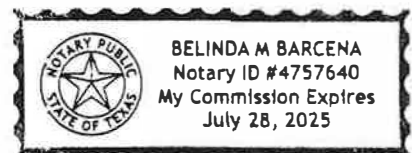
THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 8th day of January, 2024, by Lucy Rodarte as Grantee.

Belinda M. Barcena
Notary Public, State of Texas

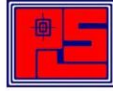
Belinda M. Barcena
Notary's Printed or Typed Name

07/28/25
My Commission Expires



[illegible]

EXHIBIT B



PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.
El Paso, Texas 79927
Ph# (915) 222-5227

Parcel A,
Being a portion of the 20 foot Alley,
Block 81, Campbell Addition,
City of El Paso, El Paso County, Texas
November 11, 2022

METES AND BOUNDS DESCRIPTION

Being a portion of the 20 foot Alley, Block 81, Campbell Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof filed in volume 02, page 68, El Paso County Plat Records, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found city monument disk at the intersection of Virginia street and Sixth Avenue, Thence along the center line of Sixth Avenue, South 74°26'15" West a distance of 175.00 feet to point, thence leaving the center line, North 15°33'45" West a distance of 167.31 feet to a point at the west line of said 20 foot alley and the "TRUE POINT OF BEGINNING".

Thence continuing along the west line of said 20 foot alley, North 15°33'45" West a distance of 38.14 feet to a point;

Thence leaving the west line of said 20 foot alley, North 76°18'59" East a distance of 6.27 feet to a point;

Thence, South 17°14'54" East a distance of 12.11 feet to a point;

Thence, South 25°09'43" West a distance of 2.09 feet to a point;

Thence, South 62°54'43" West a distance of 3.65 feet to a point;

Thence, South 15°42'23" East a distance of 11.88 feet to a point;

Thence, South 72°45'53" West a distance of 1.59 feet to a point;

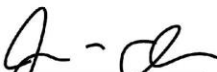
Thence, South 16°38'51" East a distance of 5.08 feet to a point;

Thence, North 83°25'45" East a distance of 1.28 feet to a point;

Thence, North 75°04'27" East a distance of 1.84 feet to a point;

Thence, South 14°55'33" East a distance of 6.30 feet to a point;

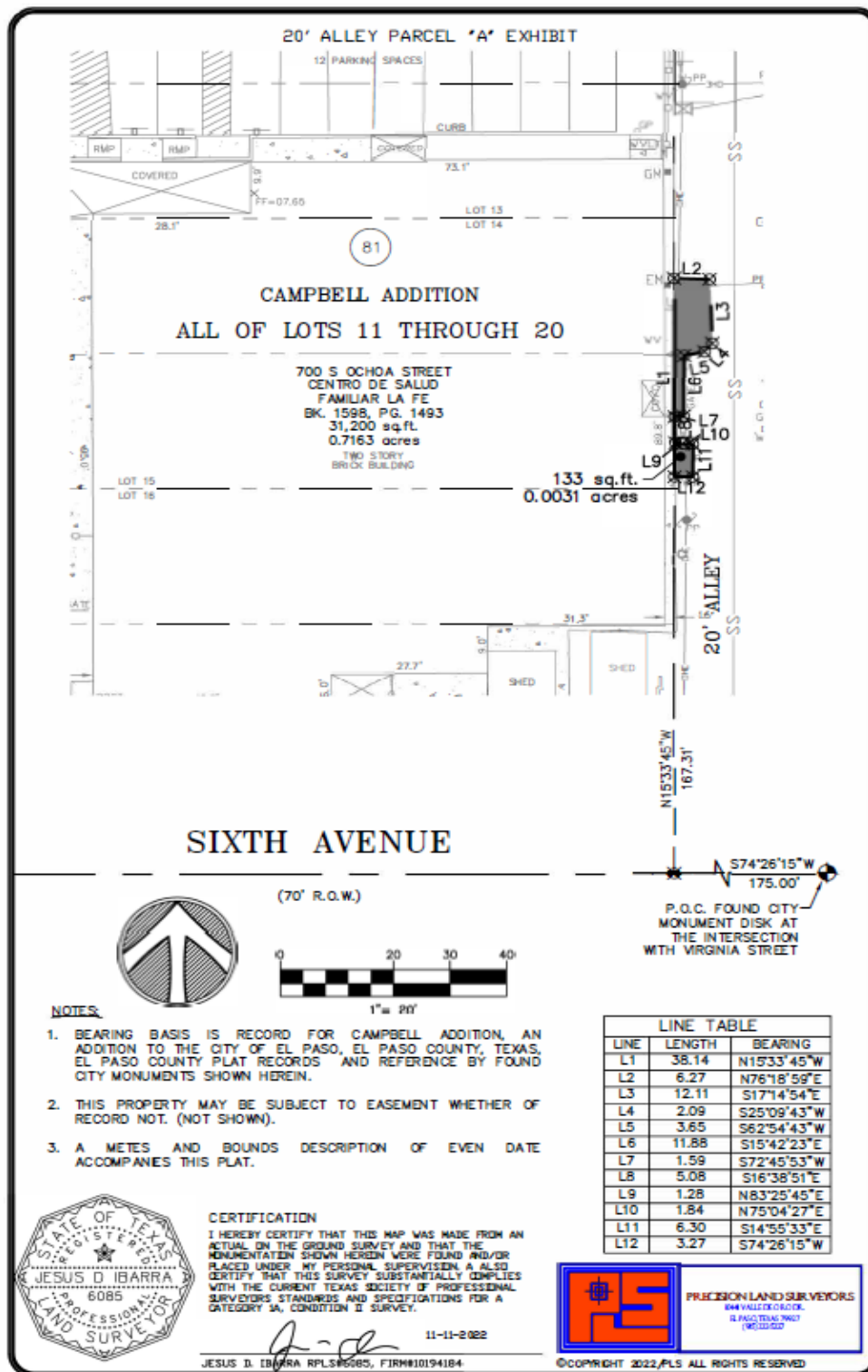
Thence, South 74°26'15" West a distance of 3.27 feet to "TRUE POINT OF BEGINNING" and containing in all 133 square feet or 0.0031 acres of land more or less.


Jesus D. Ibarra, RPLS No. 6085
November 11, 2022



ORDINANCE NO. _____

HQ2024 - Planning & Inspections - 2121 | TRANS-510734 | RTA
Special Privilege PSPN23-00011 700 S. Ochoa



ORDINANCE NO.

HQ2024 - Planning & Inspections - 2121 | TRANS-510734 | RTA
Special Privilege PSPN23-00011 700 S. Ochoa

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name Robert Gonzales, Chief Operating Officer

Business Name Centro de Salud Familiar La Fe, Inc.

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: Juliet Aguilar, Chief Operating Officer Date: 2/28/2024
Centro de Salud Familiar - La Fe, Inc.



Legislation Text

File #: 24-350, 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

Museums and Cultural Affairs, Benjamin E. Fyffe, (915) 212-1766

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 3.3 Establish a brand that celebrates and promotes El Paso's unique identity and offerings.

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 2024-0181 International Fine Art Shipping to Cordova Brokerage International, Inc., for an initial term of three (3) years for an estimated amount of \$ 690,000.00. This contract will allow the Museum and Cultural Affairs to ship artwork internationally.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$579,300.00 for the initial term, which represents a 523.31% increase due to the addition of new services and an increase in the price of transportation.

Department:	Museum and Cultural Affairs
Award to:	Cordova Brokerage International, Inc.
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$230,000.00
Initial Term Estimated Award:	\$690,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$690,000.00
Account(s):	454-1000-54000-522150
Funding Source(s):	General

District(s): All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 -

(7) a procurement of items that are available from only one source -

(A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;

The Purchasing & Strategic Sourcing and Museum and Cultural Affairs Departments recommend award as indicated to Cordova Brokerage International, 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: March 12, 2024

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Benjamin E. Fyffe, Managing Director of Museum and Cultural Affairs (915) 212-1766

K. Nicole Cote, Managing Director of Purchasing & Strategic Sourcing (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 - Promote the Visual Image of El Paso

SUBGOAL: 3.3 Establish a brand that celebrates and promotes El Paso's unique identity and offerings

SUBJECT:

Discussion and action that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Cordova Brokerage International, Inc., for a term of three (3) years for an estimated amount of \$690,000.00. This contract will allow the Museum and Cultural Affairs Department to ship artwork internationally.

BACKGROUND / DISCUSSION:

The El Paso Museum of Art utilizes specialized fine art shipper in order to safely and securely transport artwork used in exhibitions.

SELECTION SUMMARY:

NA

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$579,300.00 for the initial term which represents 523.31%. This is due to the addition of new services and an increase in the price of transportation.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$690,000.00

Funding Source: General

Account: 454-1000-54000-522150

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Museum and Cultural Affairs
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Benjamin E. Fyffe, Managing Director of Museum and Cultural Affairs

Project Form
Non-Competitive

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

Please place the following item on the Regular Agenda for the City Council of March 12, 2014.

Strategic Goal 3 - Promote the Visual Image of El Paso

The linkage to the Strategic Plan is subsection: 3.3 Establish a brand that celebrates and promotes El Paso's unique identity and offerings

Award Summary:

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In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

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Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

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Signature: JC Cordova Date: _____



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-341, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3

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

AGENDA LANGUAGE:

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

Discussion and action on the award of Task Order 1 for Solicitation 2023-0397, August 3rd Memorial project to Keystone GC, LLC. for a total estimated award of \$632,741.02.

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

AGENDA DATE: March 12, 2024
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer, 212-0065

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL: No. 4: Enhance El Paso's Quality of Life

SUBGOAL: 4.2 Create innovative recreational, educational and cultural program

SUBJECT:

Discussion and action on the award of Task Order 1 for solicitation 2023-0397, August 3rd Memorial project to Keystone GC, LLC. for a total estimated award of \$632,741.02.

BACKGROUND / DISCUSSION:

Work under these contracts is performed via task orders with task orders exceeding FIVE HUNDRED THOUSAND DOLLARS (\$500,000) requiring Council approval. The task order for the Health Department Relocation Railroad project exceeds \$500,000 and therefore requires Council approval. Scope includes installation of a 4" concrete plaza, sandblasted concrete, concrete benches, concrete curbs, concrete footings for new art sculptures, new irrigation system, new landscaping, new electrical lighting, and a new HMAC walking path that is a length of approximately 0.12 miles. Demolition of existing trees, concrete slab, existing chat path, concrete curb, concrete sidewalk, decorative wall/structure, signs with all appurtenances, and all items that interfere with the proposed improvements.

PRIOR COUNCIL ACTION:

2023-0397: Horizontal Construction Improvements (January 10, 2024)

AMOUNT AND SOURCE OF FUNDING:

\$632,741.02 funded by Public Art (Provided by MCAD)


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: CID

SECONDARY DEPARTMENT: MCAD

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

DEPARTMENT HEAD:



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

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.:	1	DATE:	February 26, 2024	<input type="checkbox"/> SCOPE CHANGE
PROJECT:	August 3rd Memorial	SOLICITATION #	2023-0397	<input checked="" type="checkbox"/> CONSTRUCTION CHANGE
Original Contract Amount:	\$632,741.02	Contract Time to Substantial Completion	72	
Net Change by previous Change Orders:	\$0.00	Total days added due to Change Orders and CQN's	0	
Net Change by previous Construction Quantity Notices:	\$0.00	Total days added for this Change Order	0	
Amount of this Construction Change Order:	\$632,741.02	New Contract Time to Substantial Completion:	72	
New Amended Contract Amount:	\$632,741.02	Current Substantial Completion Due Date	June 5, 2024	
Change Order Percentage:	0.00%			

CONTRACTOR NAME: Keystone GC, LLC Funding Source MCAD

Please provide a detailed scope of work of the change order (see back for reason/justification):

This change order is to incorporate construction documents into the 2023-0397 Horizontal Construction Improvements Contract No. 2023-0397 dated 01/10/2024.

In addition, this change order is to use the contract-Solicitation 2023-0397 Horizontal Construction Improvements dated 01/10/2024 for the scope of work of August 3rd Memorial project mentioned below.

Construction will conform to the General Conditions, Supplemental Conditions, and all Specifications included in the 2023-0397 Horizontal Construction Improvements Contract No. 2023-0397

August 3rd Memorial: Project Improvements

The contractor is to provide all labor, material, and equipment for the installation of a 4" concrete plaza, sandblasted concrete (Brush/Light, Medium, and Medium-Heavy), concrete benches, concrete curbs, concrete footings for new art sculptures, new irrigation system, new landscaping, new electrical lighting, and a new HMAC walking path that is a length of approximately 0.12 miles. Demolition of existing trees, concrete slab, existing chat path, concrete curb, concrete sidewalk, decorative wall/structure, signs with all appurtenances, and all items that interfere with the proposed improvements. The signage and fence to be coordinated and salvaged to MCAD at desired location at no additional expense. All other demolished items to become the property of the contractor and are required to be disposed to an approved location at no additional cost to the owner.

The project location is the SE side of Ponder Park located at the intersection of Sun Mount Drive and Viscount Avenue. The project is bounded by residential properties, Burges High School, Sun Ridge Assisted Living Center, Sun metro Bus stops, Cielo Vista Mall, and companies. An existing 85' drainage channel maintained by Parks is located on the east side of the project, located on the Sun Mount Drive side.

Cost/item breakdown for project

Cost/item breakdown is included in Appendix A

August 3rd Memorial Project's Construction Documents & Specifications are included in Appendix B

Substantial completion Time: June 5, 2024

Final Completion Time: July 5, 2024


Cost: \$632,741.02

CALENDAR DAYS ADDED TO COMPLETION TIME: 0 TOTAL CHANGE ORDER AMOUNT: \$632,741.02

CONTRACTOR

I, Francisco Guillen, Principal, of Keystone GC, LLC agree and accept the terms and conditions of this change order.
Signature:  Date: February 26, 2024

CITY OF EL PASO (OWNER)

I, Yvette Hernandez of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.
Signature:  Date: 2/26/24
Yvette Hernandez

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

	SCOPE CHANGE
X	CONSTRUCTION CHANGE

X	CONSTRUCTION CHANGE
---	---------------------



WORK PROPOSAL

PROPOSAL SUBMITTED TO: City of El Paso Capital Improvement Department
STREET 218 N. Campbell St.
CITY, STATE AND ZIP CODE El Paso, Texas 79901

DATE SENT: February 15, 2024	PROPOSAL NO.: PR24- 07
ATTENTION: Manuel E. Miranda Martinez	
JOB LOCATIONS: Ponder Park 500 W H Burges Dr, El Paso, TX 79925	
JOB NAME August 3rd Memorial – Horizontal Construction Improvement Contract	
PHONE (915)979-7960	FAX/ EMAIL MartinezME1@elpasotexas.gov

DESCRIPTION OF WORK:

We propose to furnish all labor, material, and equipment necessary for the following work, as per plans by In*suit Architecture dated December 21, 2023:

Demolition

- Provide and install temporary chain-link fence.
- Site concrete demolition to include, Concrete pad. Sidewalk, concrete curb.
- Landscaping demolition to include, tree removal, screening removal.
- Misc. Demolition to include, Signage, wrought iron fence.
- Load and haul off spoils from premises.

Earthwork

- Provide and install silt fence.
- Cut dirt and stockpile to accommodate new improvements.
- Engineering fill import, screening, and processing of materials.
- Subgrade preparation and compaction
- Load and haul off dirt from the premises.
- Removal of the silt fence.

Site Improvements

- Subgrade preparation for the new sidewalk.
- Finish or fine grading under proposed structures.
- Furnish and install vapor barrier under the proposed slab.
- Artistic concrete, 4" thick, color, and finishes to be selected by the owner, based on Bomanite selection.
- Construction of two (2) long benches mirror images of each other, as per plans.
- Construction of fourteen (14) small benches as per plans.
- Construction of seven (7) pedestals
- Construction of mow strip curb as per landscape plans.
- Apply curing compound on sidewalks.
- New 1-1/2" thick asphalt paving at the improvement area of the walking trail, as per plans.
- Four-inch liquid Thermoplastic Traffic Marking Paint by SealMaster layout as per plans.

Irrigation and Landscape

- Preserve, protect, and fill areas as needed, as shown on plans.
- Provide and install irrigation system as per plans.
- Provide and install new trees and 150 shrubs.
- Furnish and install bone river rock mix.
- Repair sod affected by construction as needed to match existing conditions.
- Apply herbicide to rock areas.
- Preserve and protect trees.

Electrical Improvements

- Furnish and install all electrical systems and lighting fixtures as per plans, to include the following:
 - 10-amp panel, 20 am breakers. The meter can, nema3r enclosures Provide, nema3r enclosure panel.

- Electrical rough-in material, electrical conduit wiring, necessary excavation and backfilling to set proposed conduit as per electrical plans.
- Lighting contactors, time clock, anti-graffiti concrete service poles.

Sub-Total..... \$ 617,561.19
Construction permit, if not waived..... \$ 3,085.32
Payment & Performance Bonds..... \$ 12,094.51
Total Estimate \$ 632,741.02

Exclusions:

1. Any other material or work not directly expressed in this proposal.

Should you have any questions, do not hesitate to contact us.

Sincerely,



Francisco Guillen, P.E.

Keystone Contractors & Engineers

Office: (915) 562-4159 x 23

Fax: (915) 503-2235

Email: fguillen@keystone-ce.net71



Cost Estimate Report

City of El Paso

El Paso, TX, 79925

7500 W H Burges Drive

Date: 02/15/2024

August 3rd Memorial 2-15-24

Year 2024

Unit Detail Report by WBS

Prepared By: Jesus Campos

KEYSTONE

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Category: August 3rd Memorial 2-15-24 > Demolition					
024113175300	Demolish, remove pavement & curb, remove concrete, rod reinforced, to 6" thick, excludes hauling and disposal fees	282.00	S.Y.	\$26.37	\$7,436.34
024113176000	Demolish, remove pavement & curb, remove concrete curbs, plain, excludes hauling and disposal fees	64.00	L.F.	\$6.76	\$432.64
024113300890	Minor site demolition, fence/guiderail removal, minimum labor/equipment charge	1.00	Job	\$321.78	\$321.78
024119193080	Selective demolition, rubbish handling, loading & trucking, machine loading truck, includes 2 mile haul, cost to be added to demolition cost	50.00	C.Y.	\$31.64	\$1,582.00
100505104020	Signs, traffic sign removal, to 10 S.F., including supports	2.00	Ea.	\$174.62	\$349.24
311313202040	Selective clearing and grubbing, 1-1/2 C.Y. excavator, 4" to 6" diameter, stump removal on site by hydraulic excavator	1.00	Ea.	\$62.78	\$62.78
311313203050	Selective clearing and grubbing, up to 6" diameter, remove selective trees, on site using chain saws and chipper, excludes stumps	1.00	Ea.	\$351.95	\$351.95
312323201038	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 15 min load/wait/unload, 12 C.Y. truck, cycle 10 miles, 20 MPH, excludes loading equipment	65.00	L.C.Y.	\$15.95	\$1,036.75
Category: August 3rd Memorial 2-15-24 > Demolition Subtotal					\$11,573.48
Category: August 3rd Memorial 2-15-24 > Earthwork					
015626500250	Temporary fencing, chain link, rented up to 12 months, 6' high, 11 ga, over 1000'	2,000.00	L.F.	\$5.78	\$11,560.00
310516100600	Aggregate for earthwork, select structural fill, spread with 200 HP dozer, includes load at pit and haul, 2 miles round trip, excludes compaction	291.00	L.C.Y.	\$27.16	\$7,903.56
311413231520	Topsoil stripping and stockpiling, loam or topsoil, remove and stockpile on site, by skid steer, 101-500 S.Y., 6" deep, 100' haul	2,134.00	S.Y.	\$4.80	\$10,243.20
312213200160	Rough grading sites, 8,100-10,000 S.F., skid steer & labor	1.00	Ea.	\$3,471.46	\$3,471.46

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
312216101050	Fine grading, fine grade for small irregular areas, to 15,000 S.Y.	2,071.00	S.Y.	\$3.92	\$8,118.32
312323201038	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 15 min load/wait/unload, 12 C.Y. truck, cycle 10 miles, 20 MPH, excludes loading equipment	505.00	L.C.Y.	\$15.95	\$8,054.75
312323235020	Compaction, riding, vibrating roller, 3 passes, 6" lifts	617.00	B.C.Y.	\$0.45	\$277.65
312323239010	Compaction, water for, 3,000 gallon truck, 6 mile haul	617.00	B.C.Y.	\$2.76	\$1,702.92
312514161000	Synthetic erosion control, silt fence, install and remove, 3' high	2,000.00	L.F.	\$3.64	\$7,280.00
Category: August 3rd Memorial 2-15-24 > Earthwork Subtotal					\$58,611.86
Category: August 3rd Memorial 2-15-24 > Concrete					
031113854000	C.I.P. concrete forms, wall, radial, smooth curved, job built plywood, to 8' high, 1 use, includes erecting, bracing, stripping and cleaning	1,300.00	SFCA	\$12.69	\$16,497.00
032111600500	Reinforcing steel, in place, footings, #4 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	4.50	Ton	\$2,908.68	\$13,089.06
033113350150	Structural concrete, ready mix, heavyweight, 3000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments	55.00	C.Y.	\$152.91	\$8,410.05
033113350150	Structural concrete, ready mix, all lightweight aggregate, add	1.00	C.Y.	\$68.81	\$3,784.52
033113702650	Structural concrete, placing, spread footing, pumped, over 5 C.Y., includes leveling (strike off) & consolidation, excludes material	50.00	C.Y.	\$24.72	\$1,236.00
033713601040	Provide and install concrete 3/8" aggregate, 3000-PSI, with sandblasted finish.	7,850.00	S.F.	\$23.50	\$184,475.00
033923130300	Concrete surface treatment, curing, sprayed membrane compound	87.00	C.S.F.	\$24.18	\$2,103.66
072613101200	Vapor retarders, building paper, polyethylene vapor barrier, standard, 10 mil (.010" thick)	87.00	Sq.	\$28.23	\$2,456.01
312316132300	Excavating, trench or continuous footing, hardpan, trim sides and bottom for concrete pours, excludes sheeting or dewatering	513.00	S.F.	\$2.63	\$1,349.19
312316166030	Structural excavation for minor structures, bank measure, for spread and mat footings, elevator pits, and small building foundations, common earth, 1/2 C.Y. bucket, machine excavation, hydraulic backhoe	34.00	B.C.Y.	\$33.28	\$1,131.52
Category: August 3rd Memorial 2-15-24 > Concrete Subtotal					\$234,532.01
Category: August 3rd Memorial 2-15-24 > Paving					
312216101200	Fine grading, fine grade granular base for sidewalks and bikeways	590.00	S.Y.	\$1.52	\$896.80
312323201038	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 15 min load/wait/unload, 12 C.Y. truck, cycle 10 miles, 20 MPH, excludes loading equipment	216.00	L.C.Y.	\$15.95	\$3,445.20
321123232010	Base course drainage layers, aggregate base course for roadways and large paved areas, alternate method to figure base course, crushed stone, 3/4"maximum size, 3" deep	150.00	Ton	\$27.90	\$4,185.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
321123232010	Base course drainage layers, aggregate base course for small and irregular areas, add	1.00		\$4.14	\$621.00
321216131260	Plant-mix asphalt paving, for turnouts and driveway entrances, wearing course, 1-1/2" thick, no hauling included	590.00	S.Y.	\$8.94	\$5,274.60
321216143000	Asphaltic concrete paving, parking lots & driveways, pre-treatment for paving, prime coat, emulsion, 0.30 gallons/S.Y., 1000 S.Y.	590.00	S.Y.	\$3.04	\$1,793.60
321723130020	Painted pavement markings, acrylic waterborne, white or yellow, 4" wide, less than 3,000 LF	660.00	L.F.	\$0.36	\$237.60
321723140790	Pavement markings, layout of pavement marking	660.00	L.F.	\$0.09	\$59.40
Category: August 3rd Memorial 2-15-24 > Paving Subtotal					\$16,513.20
Category: August 3rd Memorial 2-15-24 > Irrigation					
221113741880	Pipe, plastic, PVC, 1" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	528.00	L.F.	\$18.25	\$9,636.00
221113741890	Pipe, plastic, PVC, 1-1/4" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	414.00	L.F.	\$22.32	\$9,240.48
221113741900	Pipe, plastic, PVC, 1-1/2" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	409.00	L.F.	\$24.83	\$10,155.47
221113741910	Pipe, plastic, PVC, 2" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	59.00	L.F.	\$27.38	\$1,615.42
221113741920	Pipe, plastic, PVC, 2-1/2" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	22.00	L.F.	\$31.36	\$689.92
221113741930	Pipe, plastic, PVC, 3" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	10.00	L.F.	\$37.09	\$370.90
221113741940	Pipe, plastic, PVC, 4" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	10.00	L.F.	\$44.86	\$448.60
221113762780	Elbow, 90 Deg., plastic, PVC, white, socket joint, 1", schedule 40	28.00	Ea.	\$23.67	\$662.76
221113762800	Elbow, 90 Deg., plastic, PVC, white, socket joint, 1-1/2", schedule 40	14.00	Ea.	\$30.67	\$429.38
221113763230	Tee, plastic, PVC, white, socket joint, 2", schedule 40	3.00	Ea.	\$46.27	\$138.81
232120581160	Hydronic heat control valve, balance and stop valve, 1" size	2.00	Ea.	\$188.33	\$376.66
312316140700	Excavating, chain trencher, utility trench, common earth, 12 HP, 8" wide, 24" deep, operator walking	1,410.00	L.F.	\$2.99	\$4,215.90
312316141700	Excavating, chain trencher, utility trench, common earth, 8" wide, 24" deep, backfill by hand, includes compaction, add	1,410.00	L.F.	\$3.89	\$5,484.90
328413100700	Subsurface drip irrigation, looped grid, pressure compensating, preinserted emitter, line, trenching and backfill	680.00	L.F.	\$1.40	\$952.00
328423101310	Underground sprinklers irrigation system, for lawns, electric remote control valve, plastic, 1", 5-30 GPM, 15-125 psi, excludes piping, excavation and backfill	3.00	Ea.	\$114.79	\$344.37

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
328423101350	Underground sprinklers irrigation system, for lawns, quick coupling valves, brass, locking cover, inlet coupling valve, 1", excludes piping, excavation and backfill	1.00	Ea.	\$225.00	\$225.00
329223101000	Sodding, bent grass sod, on level ground, over 6 M.S.F.	8.00	M.S.F.	\$637.30	\$5,098.40
Category: August 3rd Memorial 2-15-24 > Irrigation Subtotal					\$50,084.97
Category: August 3rd Memorial 2-15-24 > Landscape					
311413231520	Topsoil stripping and stockpiling, loam or topsoil, remove and stockpile on site, by skid steer, 101-500 S.Y., 6" deep, 100' haul	516.00	S.Y.	\$3.62	\$1,867.92
313116133100	Chemical termite control, herbicide, earthwork, application from truck	516.00	S.Y.	\$0.28	\$144.48
329113161050	Soil preparation, mulching, filter fabric weed barrier	516.00	S.Y.	\$1.13	\$583.08
329113161700	Soil preparation, mulching, stone mulch, quartz, hand spread	59.00	C.Y.	\$345.49	\$20,383.91
329113233100	Soil preparation, structural soil mixing, scarify subsoil, large commercial, 75 HP, dozer W/scarifier	47.00	M.S.F.	\$5.65	\$265.55
329113235000	Soil preparation, structural soil mixing, spread topsoil, skid steer loader and hand dress	72.00	C.Y.	\$21.49	\$1,547.28
329333203500	Shrubs, hydrangea, B&B, 2' - 3', planted in prepared beds	150.00	Ea.	\$96.72	\$14,508.00
329343200100	Deciduous trees, ash, balled & burlapped (B&B), 2" caliper, in prepared beds	23.00	Ea.	\$630.34	\$14,497.82
Category: August 3rd Memorial 2-15-24 > Landscape Subtotal					\$53,798.04
Category: August 3rd Memorial 2-15-24 > Electrical					
260519901250	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	6.50	C.L.F.	\$93.96	\$610.74
260519901500	Wire, copper, stranded, 600 volt, #2, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	3.80	C.L.F.	\$373.64	\$1,419.83
260533139120	PVC conduit, schedule 40, 1" diameter, to 10' H, incl terminations, fittings, & support	200.00	L.F.	\$7.38	\$1,476.00
260533139140	PVC conduit, schedule 40, 1-1/2" diameter, to 10' H, incl terminations, fittings, & support	80.00	L.F.	\$11.03	\$882.40
260590106980	Clock dial time switch, residential, 24 hour, w/enclosure, type EMT & wire, 20'	1.00	Ea.	\$243.11	\$243.11
260926100270	Room controller, dimming, 3 relay	1.00	Ea.	\$1,940.25	\$1,940.25
262416202004	Circuit breakers, 120/240 volt, plug-in, 1 pole with NM cable, 20 amp	5.00	Ea.	\$87.16	\$435.80
262416300300	Panelboards, 1 phase 3 wire, main lugs, 120/240 V, 100 amp, 20 circuits, NQ, incl 20 A 1 pole bolt-on breakers	1.00	Ea.	\$2,328.56	\$2,328.56
262713100600	Meter socket, double position, 4 terminal, 150 A	1.00	Ea.	\$574.66	\$574.66
262816400700	Time switches, photo cell, 2,000 watt	1.00	Ea.	\$84.27	\$84.27
262913100900	Lighting contactors, 3 pole, mechanically held, 600 volt, 60 amp, NEMA 1	2.00	Ea.	\$1,838.55	\$3,677.10

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
263113500390	Photovoltaic components, combiner box, 10 lug, NEMA 3R enclosure	1.00	Ea.	\$492.97	\$492.97
265613100100	Exterior, light poles, concrete, 30' above 5' below, 13.5" Base, 5.5" Tip	1.00	Ea.	\$2,641.41	\$2,641.41
265626200280	Landscape fixtures, recessed uplight, incandescent, 300 W, incl conduit, wire, trench	23.00	Ea.	\$916.81	\$21,086.63
312316140750	Excavating, chain trencher, utility trench, common earth, 12 HP, 8" wide, 36" deep, operator walking	560.00	L.F.	\$3.50	\$1,960.00
312316141750	Excavating, chain trencher, utility trench, common earth, 8" wide, 36" deep, backfill by hand, includes compaction, add	560.00	L.F.	\$5.78	\$3,236.80
Category: August 3rd Memorial 2-15-24 > Electrical Subtotal					\$43,090.53
Subtotal					\$468,204.09
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$468,204.09
General Conditions				0.00%	\$0.00
Subtotal					\$468,204.09
General Contractor's Overhead and Profit				31.90%	\$149,357.10
Grand Total					\$617,561.19

Appendix B		
Sheet Number	Sheet Description	Timestamp
G-000	Cover Sheet	17-Mar-23
G-101	General Notes / Code Data	26-Jan-23
G-102	Arial Concept View	6-Dec-22
	Topographic Survey	11-May-22
C-101	General Notes / Code Data	2-Feb-23
C-102	Striping Specifications	4-Nov-22
C-103	Grading Plan	12-Feb-24
C-104	Stormwater Pollution Prevention Plan	27-Feb-23
C-105	Stormwater Pollution Prevention Plan Details	4-Nov-22
C-106	Stormwater Pollution Prevention Plan Notes	4-Nov-22
L-100	Landscape General Notes	30-Mar-23
L-101	Landscape Plan	5-Dec-23
L-102R	Plant Images	2-Feb-23
L-103	Irrigation Plan	30-Mar-23
L-501	Planting Details	30-Mar-23
L-502	Irrigation Details	30-Mar-23
A-100	Site Plan	6-Dec-22
A-101	Enlarged Site Plan	30-Mar-23
A-102	Demo / Improvement Floor Plan	30-Mar-23
A-500	Sculpture Details	6-Dec-22
A-501	Details	6-Dec-22
A-502	Pilars Legend	27-Feb-23
A-503	Flat-Work Details	30-Mar-23
S-000	Structural Notes	27-Feb-23
S-101	Foundation Plan	20-Oct-22
S-301	Framing Sections & Details	27-Feb-23
E-100R1	Electrical General Notes	2-Feb-23
E-200R2	Electrical Plan	27-Feb-23
E-300	Electrical Details	20-Oct-22
E-400	Electrical Schedules	27-Feb-23
	Specifications	5-Dec-23

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: _____



Legislation Text

File #: 24-336, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

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

AGENDA LANGUAGE:

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

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 2024-0192 Paso del Norte (PDN) Trail Magoffin Shared Use Path (SUP)- Texas Department of Transportation (TxDOT) to ALLEN CONCRETE, LLC., for a total estimated amount of \$1,074,871.45. The Magoffin SUP Project consists of construction of a concrete shared use path from East San Antonio Avenue to ending at Cotton Street. The proposed improvements include demolition, concrete pavement, relocation of existing Illumination assemblies, pavement markings, Americans with Disabilities Act (ADA) compliant curb ramps, flumes and signs.

Department:	Capital Improvement
Award to:	ALLEN CONCRETE, LLC.
City & State:	El Paso, TX
Item(s):	Base Bid I
Contract Term:	194 Consecutive Calendar Days
Base Bid I:	\$1,074,871.45
Total Estimated Award:	\$1,074,871.45
Account(s):	190-4746-580270-38290- PCP22TRAN06 190-4950-580270-38170-PCP22TRAN06
Funding Source(s):	2020 Capital Plan & Capital Projects TxDOT
District(s):	8

This was a Low Bid Procurement - unit price contract.

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

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

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

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

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

AGENDA DATE: March 12, 2024

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860

K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: 8

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 2024-0192 PDN Trail Magoffin Shared Use Path - TxDOT to Allen Concrete, LLC for a total estimated award of \$1,074,871.45

BACKGROUND / DISCUSSION:

The Magoffin SUP Project consists of construction of a concrete shared use path from E. San Antonio Ave. to ending at Cotton St (0.66 miles). The proposed improvements include demolition, concrete pavement, relocation of existing Illumination assemblies, pavement markings, ADA compliant curb ramps, flumes and signs.

SELECTION SUMMARY:

Solicitation was advertised on October 31, 2023 and November 7, 2023. The solicitation was posted on City website on October 31, 2023. There was a total of twenty-four (24) views online; six (6) bids were received; all from local suppliers.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,074,871.45

Funding Source: 2020 Capital Plan & Capital Projects TxDOT

Account: 190-4746-580270-38290-PCP22TRAN06

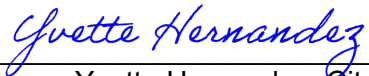
190-4950-580270-38170-PCP22TRAN06

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Yvette Hernandez, City Engineer

Project Form
Low Bid

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

Please place the following item on the Regular Agenda for the City Council Meeting of March 13, 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 2024-0192 PDN Trail Magoffin Shared Use Path – TxDOT to ALLEN CONCRETE, LLC., for a total estimated amount of \$1,074,871.45. The Magoffin SUP Project consists of construction of a concrete shared use path from East San Antonio Avenue to ending at Cotton Street. The proposed improvements include demolition, concrete pavement, relocation of existing Illumination assemblies, pavement markings, ADA compliant curb ramps, flumes and signs.

Department:	Capital Improvement
Award to:	ALLEN CONCRETE, LLC.
City & State:	El Paso, TX
Item(s):	Base Bid I
Contract Term:	194 Consecutive Calendar Days
Base Bid I:	\$1,074,871.45
Total Estimated Award:	\$1,074,871.45
Account(s):	190-4746-580270-38290- PCP22TRAN06 190-4950-580270-38170-PCP22TRAN06
Funding Source(s):	2020 Capital Plan & Capital Projects TxDOT
District(s):	8

This was a Low Bid Procurement – unit price contract.

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

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

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

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

Bid Tab Summary

2024-0192 PDN Trail Magoffin Shared Use Path - TxDOT

	<u>Contractor</u>	<u>Base Bid I</u>
1	Allen Concrete, LLC	\$1,074,871.45
2	HAWK Construction	\$1,124,166.60
3	Horizone, Construction 1, LTD.	\$1,199,771.00
4	Del Mar Contracting	\$1,250,575.95
5	Martinez Bros. Contractors	\$1,456,975.95
6	Mirador Enterprises, Inc.	\$1,610,633.95



CITY OF EL PASO
BID TABULATION



BID TITLE: PDN Trail Magoffin Shared Use Path - TxDOT CSJ 0924-06-640

BID NO: 2024-0192

BID DATE: November 29, 2023

DEPARTMENT: Engineering & Construction Management

					Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Del Mar Contracting, Inc. El Paso, TX Bidder 2 of 6		HAWK Construction El Paso, TX Bidder 3 of 6	
NO.	Item Number	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
BASE BID I										
1	104-6017	143	SY	REMOVING CONC (DRIVEWAYS)	\$ 22.50	\$ 3,217.50	\$ 35.00	\$ 5,005.00	\$ 48.30	\$ 6,906.90
2	104-6022	3387	LF	REMOVING CONC (CURB AND GUTTER)	\$ 2.50	\$ 8,467.50	\$ 10.00	\$ 33,870.00	\$ 3.50	\$ 11,854.50
3	104-6036	546	SY	REMOVING CONC (SIDEWALK OR RAMP)	\$ 22.50	\$ 12,285.00	\$ 35.00	\$ 19,110.00	\$ 5.75	\$ 3,139.50
4	105-6074	4992	SY	REMOVING STAB BASE & ASPH PAV (4")	\$ 4.73	\$ 23,612.16	\$ 23.50	\$ 117,312.00	\$ 8.00	\$ 39,936.00
5	110-6001	337	CY	EVACUATION (ROADWAY)	\$ 140.00	\$ 47,180.00	\$ 100.00	\$ 33,700.00	\$ 71.00	\$ 23,927.00
6	247-6388	257	SY	FL BS (CMP IN PLC) (TY A GR 5)(6")	\$ 21.00	\$ 5,397.00	\$ 45.00	\$ 11,565.00	\$ 13.00	\$ 3,341.00
7	3076-6032	29	TON	D_GR HMA TY_C SAC_A PG76_22	\$ 186.00	\$ 5,394.00	\$ 450.00	\$ 13,050.00	\$ 365.00	\$ 10,585.00
8	310-6014	40	GAL	PRIME COAT (SS_1H)	\$ 11.00	\$ 440.00	\$ 10.00	\$ 400.00	\$ 31.00	\$ 1,240.00
9	401-6001	44	CY	FLOWABLE BACKFILL	\$ 210.00	\$ 9,240.00	\$ 275.00	\$ 12,100.00	\$ 160.00	\$ 7,040.00
10	416-6088	24	LF	DRILL SHAFT (RDWY ILL POLE) (24 IN)	\$ 450.00	\$ 10,800.00	\$ 300.00	\$ 7,200.00	\$ 413.00	\$ 9,912.00
11	420-6002	24	CY	CL A CONC (MISC)	\$ 825.00	\$ 19,800.00	\$ 700.00	\$ 16,800.00	\$ 870.00	\$ 20,880.00
12	420-6009	5	LEA	CL A CONC (COLLAR)	\$ 1,426.00	\$ 7,130.00	\$ 700.00	\$ 3,500.00	\$ 1,560.00	\$ 7,800.00
13	420-6011	12	CY	CL B CONC (FLUME)	\$ 986.00	\$ 11,832.00	\$ 2,750.00	\$ 33,000.00	\$ 2,140.00	\$ 25,680.00
14	4216-6007	18	LF	THERMOPLASTIC PIPE (HDPE) (18")	\$ 146.00	\$ 2,628.00	\$ 175.00	\$ 3,150.00	\$ 325.00	\$ 5,850.00
15	422-6001	2304	SF	REINF CONC SLAB	\$ 9.85	\$ 22,694.40	\$ 15.00	\$ 34,560.00	\$ 17.00	\$ 39,168.00
16	465-6201	3	EA	INLET (COMPL)(DROP)(TY 3)	\$ 9,500.00	\$ 28,500.00	\$ 7,500.00	\$ 22,500.00	\$ 11,900.00	\$ 35,700.00
17	500-6001	1	LS	MOBILIZATION	\$ 51,184.00	\$ 51,184.00	\$ 60,000.00	\$ 60,000.00	\$ 20,000.00	\$ 20,000.00
18	502-6001	10	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$ 11,600.00	\$ 116,000.00	\$ 3,500.00	\$ 35,000.00	\$ 3,000.00	\$ 30,000.00
19	506-6040	335	LF	BIODEG ERSON CONT LOGS (INSTL)(8")	\$ 8.00	\$ 2,680.00	\$ 5.00	\$ 1,675.00	\$ 7.25	\$ 2,428.75
20	506-6043	335	LF	BIODEG ERSON CONT LOGS (REMOVE)	\$ 3.00	\$ 1,005.00	\$ 2.00	\$ 670.00	\$ 2.00	\$ 670.00
21	512-6009	213	LF	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	\$ 110.00	\$ 23,430.00	\$ 130.00	\$ 27,690.00	\$ 130.00	\$ 27,690.00
22	512-6010	40	LF	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	\$ 110.00	\$ 4,400.00	\$ 135.00	\$ 5,400.00	\$ 140.00	\$ 5,600.00
23	528-6001	1158	SY	COLORLED TEXTURED CONC (4")	\$ 100.00	\$ 115,800.00	\$ 86.00	\$ 99,588.00	\$ 87.00	\$ 100,746.00
24	529-6007	2176	LF	CONC CURB & GUTTER (TY I)	\$ 21.50	\$ 46,784.00	\$ 25.00	\$ 54,400.00	\$ 18.00	\$ 39,168.00



CITY OF EL PASO
BID TABULATION



BID TITLE: PDN Trail Magoffin Shared Use Path - TxDOT CSJ 0924-06-640

BID NO: 2024-0192

BID DATE: November 29, 2023

DEPARTMENT: Engineering & Construction Management

					Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Del Mar Contracting, Inc. El Paso, TX Bidder 2 of 6		HAWK Construction El Paso, TX Bidder 3 of 6	
NO.	Item Number	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
25	529-6008	287	LF	CONC CURB & GUTTER (TY II)	\$ 23.00	\$ 6,601.00	\$ 23.00	\$ 6,601.00	\$ 14.50	\$ 4,161.50
26	529-6023	565	LF	CONC CURB & GUTTER (VALLEY GUTTER)(36")	\$ 25.00	\$ 14,125.00	\$ 34.00	\$ 19,210.00	\$ 57.75	\$ 32,628.75
27	530-6004	457	SY	DRIVEWAYS (CONC)	\$ 70.00	\$ 31,990.00	\$ 95.00	\$ 43,415.00	\$ 81.00	\$ 37,017.00
28	531-6001	2396	SY	CONC SIDEWALKS (4")	\$ 47.75	\$ 114,409.00	\$ 80.00	\$ 191,680.00	\$ 67.00	\$ 160,532.00
29	531-6006	1	EA	CURB RAMPS (TY 3)	\$ 1,835.00	\$ 1,835.00	\$ 900.00	\$ 900.00	\$ 1,500.00	\$ 1,500.00
30	531-6009	4	EA	CURB RAMPS (TY 6)	\$ 1,550.00	\$ 6,200.00	\$ 1,100.00	\$ 4,400.00	\$ 1,500.00	\$ 6,000.00
31	531-6010	40	EA	CURB RAMPS (TY 7)	\$ 950.00	\$ 38,000.00	\$ 1,500.00	\$ 60,000.00	\$ 1,700.00	\$ 68,000.00
32	531-6014	1	EA	CURB RAMPS (TY 11)	\$ 1,835.00	\$ 1,835.00	\$ 1,200.00	\$ 1,200.00	\$ 2,200.00	\$ 2,200.00
33	6027-6003	1192	LF	CONDUIT (PREPARE)	\$ 4.00	\$ 4,768.00	\$ 3.00	\$ 3,576.00	\$ 4.15	\$ 4,946.80
34	6027-6008	5	LF	GROUND BOX (PREPARE)	\$ 385.00	\$ 1,925.00	\$ 350.00	\$ 1,750.00	\$ 481.07	\$ 2,405.35
35	618-6023	110	EA	CONDT (PVC) (SCH 40) (2")	\$ 30.00	\$ 3,300.00	\$ 25.00	\$ 2,750.00	\$ 34.50	\$ 3,795.00
36	618-6029	40	EA	CONDT (PVC) (SCH 40) (3")	\$ 35.00	\$ 1,400.00	\$ 28.00	\$ 1,120.00	\$ 38.50	\$ 1,540.00
37	618-6047	150	EA	CONDT (PVC) (SCH 80) (2") (BORE)	\$ 32.00	\$ 4,800.00	\$ 29.00	\$ 4,350.00	\$ 39.86	\$ 5,979.00
38	618-6054	150	EA	CONDT (PVC) (SCH 80) (3") (BORE)	\$ 43.00	\$ 6,450.00	\$ 38.90	\$ 5,835.00	\$ 53.50	\$ 8,025.00
39	620-6008	2700	LF	ELEC CONDR (NO.8) INSULATED	\$ 2.75	\$ 7,425.00	\$ 2.50	\$ 6,750.00	\$ 3.45	\$ 9,315.00
40	620-6010	25	LF	ELEC CONDR (NO.6) INSULATED	\$ 3.75	\$ 93.75	\$ 3.40	\$ 85.00	\$ 4.70	\$ 117.50
41	624-6001	4	EA	GROUND BOX TY A (122311)	\$ 1,315.00	\$ 5,260.00	\$ 1,195.00	\$ 4,780.00	\$ 1,650.00	\$ 6,600.00
42	644-6001	47	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	\$ 980.00	\$ 46,060.00	\$ 900.00	\$ 42,300.00	\$ 1,223.00	\$ 57,481.00
43	644-6012	1	EA	IN SM RD SN SUP&AM TY10BWG(1)SB(T)	\$ 1,160.00	\$ 1,160.00	\$ 1,100.00	\$ 1,100.00	\$ 1,450.00	\$ 1,450.00
44	644-6027	4	EA	IN SM RD SN SUP&AM TYS80(1)SA(P)	\$ 1,106.00	\$ 4,424.00	\$ 1,100.00	\$ 4,400.00	\$ 1,383.00	\$ 5,532.00
45	644-6076	19	EA	REMOVE SM RD SN SUP&AM	\$ 275.00	\$ 5,225.00	\$ 250.00	\$ 4,750.00	\$ 343.50	\$ 6,526.50
46	658-6027	11	EA	INSTL DEL ASSM (D-SY)SZ(BRFCTB (BI)	\$ 110.00	\$ 1,210.00	\$ 55.00	\$ 605.00	\$ 61.30	\$ 674.30
47	666-6048	885	LF	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	\$ 13.00	\$ 11,505.00	\$ 11.15	\$ 9,867.75	\$ 15.30	\$ 13,540.50
48	666-6054	4	EA	REFL PAV MRK TY I (W)(ARROW)(100MIL)	\$ 235.00	\$ 940.00	\$ 204.00	\$ 816.00	\$ 280.00	\$ 1,120.00
49	666-6078	1	EA	REFL PAV MRK TY I (W)(WORD)(100MIL)	\$ 270.00	\$ 270.00	\$ 234.00	\$ 234.00	\$ 321.60	\$ 321.60



CITY OF EL PASO
BID TABULATION



BID TITLE: PDN Trail Magoffin Shared Use Path - TxDOT CSJ 0924-06-640

BID NO: 2024-0192

BID DATE: November 29, 2023

DEPARTMENT: Engineering & Construction Management

					Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Del Mar Contracting, Inc. El Paso, TX Bidder 2 of 6		HAWK Construction El Paso, TX Bidder 3 of 6	
NO.	Item Number	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
50	666-6105	6	EA	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	\$ 193.00	\$ 1,158.00	\$ 167.00	\$ 1,002.00	\$ 230.00	\$ 1,380.00
51	666-6111	5	EA	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	\$ 315.00	\$ 1,575.00	\$ 273.00	\$ 1,365.00	\$ 375.00	\$ 1,875.00
52	666-6123	795	LF	REFL PAV MRK TY I (Y)4"(DOT)(100MIL)	\$ 3.30	\$ 2,623.50	\$ 2.86	\$ 2,273.70	\$ 4.00	\$ 3,180.00
53	666-6167	740	LF	REFL PAV MRK TY II (W)4"(BRK)	\$ 0.90	\$ 666.00	\$ 0.77	\$ 569.80	\$ 1.00	\$ 740.00
54	666-6170	418	LF	REFL PAV MRK TY II (W) 4"(SLD)	\$ 0.80	\$ 334.40	\$ 0.67	\$ 280.06	\$ 1.00	\$ 418.00
55	666-6182	885	LF	REFL PAV MRK TY II (W) 24"(SLD)	\$ 6.11	\$ 5,407.35	\$ 4.60	\$ 4,071.00	\$ 6.30	\$ 5,575.50
56	666-6184	4	EA	REFL PAV MRK TY II (W) (ARROW)	\$ 115.00	\$ 460.00	\$ 100.00	\$ 400.00	\$ 137.50	\$ 550.00
57	666-6192	1	EA	REFL PAV MRK TY II (W) (WORD)	\$ 136.00	\$ 136.00	\$ 117.00	\$ 117.00	\$ 160.00	\$ 160.00
58	666-6200	6	EA	RE PM W/RET REQ TY I (W)(BIKE ARROW)	\$ 135.00	\$ 810.00	\$ 116.00	\$ 696.00	\$ 160.00	\$ 960.00
59	666-6202	5	EA	RE PM W/RET REQ TY I (W)(BIKE SYMBOL)	\$ 135.00	\$ 675.00	\$ 116.00	\$ 580.00	\$ 160.00	\$ 800.00
60	666-6300	740	LF	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	\$ 2.56	\$ 1,894.40	\$ 2.56	\$ 1,894.40	\$ 3.50	\$ 2,590.00
61	666-6303	418	LF	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	\$ 3.02	\$ 1,262.36	\$ 2.61	\$ 1,090.98	\$ 3.60	\$ 1,504.80
62	677-6001	1899	LF	ELIM EXT PAV MRK & MRKS (4")	\$ 1.60	\$ 3,038.40	\$ 1.38	\$ 2,620.62	\$ 1.90	\$ 3,608.10
63	677-6007	723	LF	ELIM EXT PAV MRK & MRKS (24")	\$ 8.06	\$ 5,827.38	\$ 6.98	\$ 5,046.54	\$ 9.60	\$ 6,940.80
64	677-6008	6	EA	ELIM EXT PAV MRK & MRKS (ARROW)	\$ 180.00	\$ 1,080.00	\$ 155.00	\$ 930.00	\$ 213.00	\$ 1,278.00
65	677-6012	4	EA	ELIM EXT PAV MRK & MRKS (WORD)	\$ 200.00	\$ 800.00	\$ 170.00	\$ 680.00	\$ 233.00	\$ 932.00
66	678-6001	1953	LF	PAV SURF PREP FOR MRK (4")	\$ 0.70	\$ 1,367.10	\$ 0.50	\$ 976.50	\$ 0.75	\$ 1,464.75
67	678-6008	885	LF	PAV SURF PREP FOR MRK (24")	\$ 3.65	\$ 3,230.25	\$ 3.12	\$ 2,761.20	\$ 4.30	\$ 3,805.50
68	678-6009	4	EA	PAV SURF PREP FOR MRK (ARROW)	\$ 135.00	\$ 540.00	\$ 115.00	\$ 460.00	\$ 158.00	\$ 632.00
69	678-6016	1	EA	PAV SURF PREP FOR MRK (WORD)	\$ 135.00	\$ 135.00	\$ 115.00	\$ 115.00	\$ 158.00	\$ 158.00



CITY OF EL PASO
BID TABULATION



BID TITLE: PDN Trail Magoffin Shared Use Path - TxDOT CSJ 0924-06-640

BID NO: 2024-0192

BID DATE: November 29, 2023

DEPARTMENT: Engineering & Construction Management

					Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Del Mar Contracting, Inc. El Paso, TX Bidder 2 of 6		HAWK Construction El Paso, TX Bidder 3 of 6	
NO.	Item Number	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
70	678-6026	7	EA	PAV SURF PREP FOR MRK (BIKE ARROW)	\$ 125.00	\$ 875.00	\$ 107.00	\$ 749.00	\$ 147.00	\$ 1,029.00
71	678-6028	4	EA	PAV SURF PREP FOR MRK (BIKE SYMBOL)	\$ 125.00	\$ 500.00	\$ 107.00	\$ 428.00	\$ 147.00	\$ 588.00
72	680-6011	1	EA	INSTALL HWY TRF SIG (UPGRADE)	\$ 18,208.00	\$ 18,208.00	\$ 16,552.00	\$ 16,552.00	\$ 22,800.00	\$ 22,800.00
73	682-6018	4	EA	PED SIG SEC (LED)(COUNTDOWN)	\$ 613.00	\$ 2,452.00	\$ 557.00	\$ 2,228.00	\$ 766.00	\$ 3,064.00
74	684-6010	488	LF	TRF SIG CBL (TY C)(12 AWG)(5 CONDR)	\$ 3.50	\$ 1,708.00	\$ 3.00	\$ 1,464.00	\$ 4.15	\$ 2,025.20
75	684-6080	992	LF	TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	\$ 5.00	\$ 4,960.00	\$ 4.00	\$ 3,968.00	\$ 5.50	\$ 5,456.00
76	687-6001	1	EA	PED POLE ASSEMBLY	\$ 4,395.00	\$ 4,395.00	\$ 3,995.00	\$ 3,995.00	\$ 5,500.00	\$ 5,500.00
77	688-6002	8	EA	PED DETECT PUSH BUTTON (STANDARD)	\$ 350.00	\$ 2,800.00	\$ 299.00	\$ 2,392.00	\$ 411.00	\$ 3,288.00
78	690-6007	1	EA	REPLACE OF GROUND BOXES	\$ 1,375.00	\$ 1,375.00	\$ 1,250.00	\$ 1,250.00	\$ 1,700.00	\$ 1,700.00
79	690-6009	2565	LF	REMOVAL OF CABLES	\$ 2.20	\$ 5,643.00	\$ 1.96	\$ 5,027.40	\$ 2.70	\$ 6,925.50
80	690-6024	1	EA	REMOVAL OF SIGNAL HEAD ASSM	\$ 340.00	\$ 340.00	\$ 325.00	\$ 325.00	\$ 450.00	\$ 450.00
81	7016-6047	1	EA	FIRE HYDRANT (NEW)	\$ 14,800.00	\$ 14,800.00	\$ 6,000.00	\$ 6,000.00	\$ 14,250.00	\$ 14,250.00
82	7016-6048	1	EA	FIRE HYDRANT (REMOVE & SALVAGE)	\$ 925.00	\$ 925.00	\$ 3,000.00	\$ 3,000.00	\$ 1,200.00	\$ 1,200.00
83	7016-6065	2	EA	ADJUST EXISTING MANHOLE	\$ 700.00	\$ 1,400.00	\$ 600.00	\$ 1,200.00	\$ 3,445.00	\$ 6,890.00
84	7016-6107	128	LF	CONCRETE CAP	\$ 43.00	\$ 5,504.00	\$ 55.00	\$ 7,040.00	\$ 31.00	\$ 3,968.00
85	ELP1	163	LF	ANTI-SLIP GREEN PAINT PED/BIKE PATH (5FT)	\$ 65.00	\$ 10,595.00	\$ 56.00	\$ 9,128.00	\$ 77.00	\$ 12,551.00
86	ELP2	34	LF	4" PVC SPLIT CASING	\$ 70.00	\$ 2,380.00	\$ 50.00	\$ 1,700.00	\$ 67.00	\$ 2,278.00
87	ELP3	1	EA	1-1/2" BACKFLOW PREVENTOR RELOCATE	\$ 3,700.00	\$ 3,700.00	\$ 3,000.00	\$ 3,000.00	\$ 5,900.00	\$ 5,900.00
88	ELP4	4	EA	REMOVE & RELOCATE RD ILLUMINATION ASSEMBLY	\$ 3,295.00	\$ 13,180.00	\$ 2,995.00	\$ 11,980.00	\$ 4,120.00	\$ 16,480.00
89	ELP5	90	EA	FIXED BOLLARD	\$ 500.00	\$ 45,000.00	\$ 750.00	\$ 67,500.00	\$ 540.00	\$ 48,600.00
Sum Total – Base Bid I (Line Items 1-89)						\$ 1,074,871.45		\$ 1,250,575.95		\$ 1,124,166.60
Bid Bond					YES		YES		YES	
Amendments Acknowledged					YES		YES		YES	

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.



CITY OF EL PASO
BID TABULATION



BID TITLE: PDN Trail Magoffin Shared Use Path - TxDOT CSJ 0924-06-640

BID NO: 2024-0192

BID DATE: November 29, 2023

DEPARTMENT: Engineering & Construction Management

					Horizone Construction 1, LTD El Paso, TX Bidder 4 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 5 of 6		Mirador Enterprises, Inc. El Paso, TX Bidder 6 of 6	
NO.	Item Number	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
BASE BID I										
1	104-6017	143	SY	REMOVING CONC (DRIVEWAYS)	\$ 22.31	\$ 3,190.33	\$ 14.16	\$ 2,024.88	\$ 57.58	\$ 8,233.94
2	104-6022	3387	LF	REMOVING CONC (CURB AND GUTTER)	\$ 11.46	\$ 38,815.02	\$ 10.03	\$ 33,971.61	\$ 31.99	\$ 108,350.13
3	104-6036	546	SY	REMOVING CONC (SIDEWALK OR RAMP)	\$ 14.51	\$ 7,922.46	\$ 20.06	\$ 10,952.76	\$ 159.96	\$ 87,338.16
4	105-6074	4992	SY	REMOVING STAB BASE & ASPH PAV (4")	\$ 13.30	\$ 66,393.60	\$ 15.93	\$ 79,522.56	\$ 31.99	\$ 159,694.08
5	110-6001	337	CY	EVACUATION (ROADWAY)	\$ 39.55	\$ 13,328.35	\$ 88.50	\$ 29,824.50	\$ 31.99	\$ 10,780.63
6	247-6388	257	SY	FL BS (CMP IN PLC) (TY A GR 5)(6")	\$ 30.43	\$ 7,820.51	\$ 64.90	\$ 16,679.30	\$ 63.98	\$ 16,442.86
7	3076-6032	29	TON	D_GR HMA TY_C SAC_A PG76_22	\$ 296.12	\$ 8,587.48	\$ 442.50	\$ 12,832.50	\$ 287.92	\$ 8,349.68
8	310-6014	40	GAL	PRIME COAT (SS_1H)	\$ 82.88	\$ 3,315.20	\$ 23.60	\$ 944.00	\$ 12.80	\$ 512.00
9	401-6001	44	CY	FLOWABLE BACKFILL	\$ 189.96	\$ 8,358.24	\$ 354.00	\$ 15,576.00	\$ 191.95	\$ 8,445.80
10	416-6088	24	LF	DRILL SHAFT (RDWY ILL POLE) (24 IN)	\$ 372.00	\$ 8,928.00	\$ 424.80	\$ 10,195.20	\$ 447.88	\$ 10,749.12
11	420-6002	24	CY	CL A CONC (MISC)	\$ 240.07	\$ 5,761.68	\$ 767.00	\$ 18,408.00	\$ 447.88	\$ 10,749.12
12	420-6009	5	LEA	CL A CONC (COLLAR)	\$ 1,216.56	\$ 6,082.80	\$ 2,360.00	\$ 11,800.00	\$ 447.88	\$ 2,239.40
13	420-6011	12	CY	CL B CONC (FLUME)	\$ 2,371.78	\$ 28,461.36	\$ 259.60	\$ 3,115.20	\$ 447.88	\$ 5,374.56
14	4216-6007	18	LF	THERMOPLASTIC PIPE (HDPE) (18")	\$ 310.00	\$ 5,580.00	\$ 177.00	\$ 3,186.00	\$ 191.95	\$ 3,455.10
15	422-6001	2304	SF	REINF CONC SLAB	\$ 18.58	\$ 42,808.32	\$ 9.44	\$ 21,749.76	\$ 31.99	\$ 73,704.96
16	465-6201	3	EA	INLET (COMPL)(DROP)(TY 3)	\$ 14,396.40	\$ 43,189.20	\$ 7,080.00	\$ 21,240.00	\$ 17,915.13	\$ 53,745.39
17	500-6001	1	LS	MOBILIZATION	\$ 7,029.26	\$ 7,029.26	\$ 88,500.00	\$ 88,500.00	\$ 9,853.32	\$ 9,853.32
18	502-6001	10	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$ 4,649.38	\$ 46,493.80	\$ 10,620.00	\$ 106,200.00	\$ 5,890.88	\$ 58,908.80
19	506-6040	335	LF	BIODEG ERSON CONT LOGS (INSTL)(8")	\$ 20.05	\$ 6,716.75	\$ 9.44	\$ 3,162.40	\$ 15.36	\$ 5,145.60
20	506-6043	335	LF	BIODEG ERSON CONT LOGS (REMOVE)	\$ 15.63	\$ 5,236.05	\$ 4.72	\$ 1,581.20	\$ 1.28	\$ 428.80
21	512-6009	213	LF	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	\$ 125.31	\$ 26,691.03	\$ 159.30	\$ 33,930.90	\$ 294.32	\$ 62,690.16
22	512-6010	40	LF	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	\$ 122.65	\$ 4,906.00	\$ 159.30	\$ 6,372.00	\$ 294.32	\$ 11,772.80
23	528-6001	1158	SY	COLORLED TEXTURED CONC (4")	\$ 91.58	\$ 106,049.64	\$ 118.00	\$ 136,644.00	\$ 76.78	\$ 88,911.24
24	529-6007	2176	LF	CONC CURB & GUTTER (TY I)	\$ 22.34	\$ 48,611.84	\$ 23.60	\$ 51,353.60	\$ 31.99	\$ 69,610.24



CITY OF EL PASO
BID TABULATION



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BID NO: 2024-0192

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25	529-6008	287	LF	CONC CURB & GUTTER (TY II)	\$ 25.28	\$ 7,255.36	\$ 23.60	\$ 6,773.20	\$ 31.99	\$ 9,181.13
26	529-6023	565	LF	CONC CURB & GUTTER (VALLEY GUTTER)(36")	\$ 29.76	\$ 16,814.40	\$ 23.60	\$ 13,334.00	\$ 31.99	\$ 18,074.35
27	530-6004	457	SY	DRIVEWAYS (CONC)	\$ 82.87	\$ 37,871.59	\$ 106.20	\$ 48,533.40	\$ 134.36	\$ 61,402.52
28	531-6001	2396	SY	CONC SIDEWALKS (4")	\$ 67.92	\$ 162,736.32	\$ 88.50	\$ 212,046.00	\$ 48.63	\$ 116,517.48
29	531-6006	1	EA	CURB RAMPS (TY 3)	\$ 2,136.35	\$ 2,136.35	\$ 1,770.00	\$ 1,770.00	\$ 4,094.89	\$ 4,094.89
30	531-6009	4	EA	CURB RAMPS (TY 6)	\$ 2,136.35	\$ 8,545.40	\$ 1,711.00	\$ 6,844.00	\$ 3,838.96	\$ 15,355.84
31	531-6010	40	EA	CURB RAMPS (TY 7)	\$ 2,161.15	\$ 86,446.00	\$ 1,652.00	\$ 66,080.00	\$ 3,583.03	\$ 143,321.20
32	531-6014	1	EA	CURB RAMPS (TY 11)	\$ 2,136.35	\$ 2,136.35	\$ 1,770.00	\$ 1,770.00	\$ 4,094.89	\$ 4,094.89
33	6027-6003	1192	LF	CONDUIT (PREPARE)	\$ 3.72	\$ 4,434.24	\$ 17.70	\$ 21,098.40	\$ 3.84	\$ 4,577.28
34	6027-6008	5	LF	GROUND BOX (PREPARE)	\$ 434.00	\$ 2,170.00	\$ 649.00	\$ 3,245.00	\$ 447.88	\$ 2,239.40
35	618-6023	110	EA	CONDT (PVC) (SCH 40) (2")	\$ 31.00	\$ 3,410.00	\$ 23.60	\$ 2,596.00	\$ 31.99	\$ 3,518.90
36	618-6029	40	EA	CONDT (PVC) (SCH 40) (3")	\$ 34.72	\$ 1,388.80	\$ 29.50	\$ 1,180.00	\$ 35.83	\$ 1,433.20
37	618-6047	150	EA	CONDT (PVC) (SCH 80) (2") (BORE)	\$ 35.96	\$ 5,394.00	\$ 40.12	\$ 6,018.00	\$ 37.11	\$ 5,566.50
38	618-6054	150	EA	CONDT (PVC) (SCH 80) (3") (BORE)	\$ 48.24	\$ 7,236.00	\$ 41.30	\$ 6,195.00	\$ 49.78	\$ 7,467.00
39	620-6008	2700	LF	ELEC CONDR (NO.8) INSULATED	\$ 3.10	\$ 8,370.00	\$ 7.08	\$ 19,116.00	\$ 3.20	\$ 8,640.00
40	620-6010	25	LF	ELEC CONDR (NO.6) INSULATED	\$ 4.22	\$ 105.50	\$ 9.44	\$ 236.00	\$ 4.35	\$ 108.75
41	624-6001	4	EA	GROUND BOX TY A (122311)	\$ 1,481.80	\$ 5,927.20	\$ 1,298.00	\$ 5,192.00	\$ 1,529.19	\$ 6,116.76
42	644-6001	47	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	\$ 1,103.48	\$ 51,863.56	\$ 1,014.80	\$ 47,695.60	\$ 1,138.76	\$ 53,521.72
43	644-6012	1	EA	IN SM RD SN SUP&AM TY10BWG(1)SB(T)	\$ 1,308.20	\$ 1,308.20	\$ 2,124.00	\$ 2,124.00	\$ 1,350.03	\$ 1,350.03
44	644-6027	4	EA	IN SM RD SN SUP&AM TYS80(1)SA(P)	\$ 1,247.44	\$ 4,989.76	\$ 1,180.00	\$ 4,720.00	\$ 1,287.33	\$ 5,149.32
45	644-6076	19	EA	REMOVE SM RD SN SUP&AM	\$ 310.00	\$ 5,890.00	\$ 100.30	\$ 1,905.70	\$ 319.91	\$ 6,078.29
46	658-6027	11	EA	INSTL DEL ASSM (D-SY)SZ(BRFCTB (BI)	\$ 11.16	\$ 122.76	\$ 236.00	\$ 2,596.00	\$ 70.38	\$ 774.18
47	666-6048	885	LF	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	\$ 13.83	\$ 12,239.55	\$ 13.16	\$ 11,646.60	\$ 13.56	\$ 12,000.60
48	666-6054	4	EA	REFL PAV MRK TY I (W)(ARROW)(100MIL)	\$ 252.96	\$ 1,011.84	\$ 240.72	\$ 962.88	\$ 236.74	\$ 946.96
49	666-6078	1	EA	REFL PAV MRK TY I (W)(WORD)(100MIL)	\$ 290.16	\$ 290.16	\$ 276.12	\$ 276.12	\$ 255.93	\$ 255.93



CITY OF EL PASO
BID TABULATION



BID TITLE: PDN Trail Magoffin Shared Use Path - TxDOT CSJ 0924-06-640

BID NO: 2024-0192

BID DATE: November 29, 2023

DEPARTMENT: Engineering & Construction Management

					Horizone Construction 1, LTD El Paso, TX Bidder 4 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 5 of 6		Mirador Enterprises, Inc. El Paso, TX Bidder 6 of 6	
NO.	Item Number	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
50	666-6105	6	EA	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	\$ 207.08	\$ 1,242.48	\$ 197.06	\$ 1,182.36	\$ 95.97	\$ 575.82
51	666-6111	5	EA	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	\$ 338.52	\$ 1,692.60	\$ 322.14	\$ 1,610.70	\$ 339.11	\$ 1,695.55
52	666-6123	795	LF	REFL PAV MRK TY I (Y)4"(DOT)(100MIL)	\$ 3.55	\$ 2,822.25	\$ 3.37	\$ 2,679.15	\$ 2.50	\$ 1,987.50
53	666-6167	740	LF	REFL PAV MRK TY II (W)4"(BRK)	\$ 0.95	\$ 703.00	\$ 0.91	\$ 673.40	\$ 1.73	\$ 1,280.20
54	666-6170	418	LF	REFL PAV MRK TY II (W) 4"(SLD)	\$ 0.83	\$ 346.94	\$ 0.79	\$ 330.22	\$ 2.11	\$ 881.98
55	666-6182	885	LF	REFL PAV MRK TY II (W) 24"(SLD)	\$ 5.70	\$ 5,044.50	\$ 5.43	\$ 4,805.55	\$ 3.84	\$ 3,398.40
56	666-6184	4	EA	REFL PAV MRK TY II (W) (ARROW)	\$ 124.00	\$ 496.00	\$ 118.00	\$ 472.00	\$ 89.58	\$ 358.32
57	666-6192	1	EA	REFL PAV MRK TY II (W) (WORD)	\$ 145.08	\$ 145.08	\$ 138.06	\$ 138.06	\$ 108.77	\$ 108.77
58	666-6200	6	EA	RE PM W/RET REQ TY I (W)(BIKE ARROW)	\$ 143.84	\$ 863.04	\$ 136.88	\$ 821.28	\$ 76.78	\$ 460.68
59	666-6202	5	EA	RE PM W/RET REQ TY I (W)(BIKE SYMBOL)	\$ 143.84	\$ 719.20	\$ 136.88	\$ 684.40	\$ 76.78	\$ 383.90
60	666-6300	740	LF	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	\$ 2.67	\$ 1,975.80	\$ 3.02	\$ 2,234.80	\$ 3.20	\$ 2,368.00
61	666-6303	418	LF	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	\$ 3.17	\$ 1,325.06	\$ 3.08	\$ 1,287.44	\$ 3.84	\$ 1,605.12
62	677-6001	1899	LF	ELIM EXT PAV MRK & MRKS (4")	\$ 1.71	\$ 3,247.29	\$ 1.63	\$ 3,095.37	\$ 1.79	\$ 3,399.21
63	677-6007	723	LF	ELIM EXT PAV MRK & MRKS (24")	\$ 8.66	\$ 6,261.18	\$ 8.24	\$ 5,957.52	\$ 3.71	\$ 2,682.33
64	677-6008	6	EA	ELIM EXT PAV MRK & MRKS (ARROW)	\$ 192.20	\$ 1,153.20	\$ 182.90	\$ 1,097.40	\$ 166.36	\$ 998.16
65	677-6012	4	EA	ELIM EXT PAV MRK & MRKS (WORD)	\$ 210.80	\$ 843.20	\$ 200.60	\$ 802.40	\$ 166.36	\$ 665.44
66	678-6001	1953	LF	PAV SURF PREP FOR MRK (4")	\$ 0.62	\$ 1,210.86	\$ 0.59	\$ 1,152.27	\$ 0.38	\$ 742.14
67	678-6008	885	LF	PAV SURF PREP FOR MRK (24")	\$ 3.87	\$ 3,424.95	\$ 3.68	\$ 3,256.80	\$ 2.37	\$ 2,097.45
68	678-6009	4	EA	PAV SURF PREP FOR MRK (ARROW)	\$ 142.60	\$ 570.40	\$ 135.70	\$ 542.80	\$ 19.20	\$ 76.80
69	678-6016	1	EA	PAV SURF PREP FOR MRK (WORD)	\$ 142.60	\$ 142.60	\$ 135.70	\$ 135.70	\$ 19.19	\$ 19.19



CITY OF EL PASO
BID TABULATION



BID TITLE: PDN Trail Magoffin Shared Use Path - TxDOT CSJ 0924-06-640

BID NO: 2024-0192

BID DATE: November 29, 2023

DEPARTMENT: Engineering & Construction Management

					Horizone Construction 1, LTD El Paso, TX Bidder 4 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 5 of 6		Mirador Enterprises, Inc. El Paso, TX Bidder 6 of 6	
NO.	Item Number	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
70	678-6026	7	EA	PAV SURF PREP FOR MRK (BIKE ARROW)	\$ 132.68	\$ 928.76	\$ 126.26	\$ 883.82	\$ 19.19	\$ 134.33
71	678-6028	4	EA	PAV SURF PREP FOR MRK (BIKE SYMBOL)	\$ 132.68	\$ 530.72	\$ 126.26	\$ 505.04	\$ 19.20	\$ 76.80
72	680-6011	1	EA	INSTALL HWY TRF SIG (UPGRADE)	\$ 20,525.04	\$ 20,525.04	\$ 18,880.00	\$ 18,880.00	\$ 21,181.38	\$ 21,181.38
73	682-6018	4	EA	PED SIG SEC (LED)(COUNTDOWN)	\$ 690.68	\$ 2,762.72	\$ 1,475.00	\$ 5,900.00	\$ 712.77	\$ 2,851.08
74	684-6010	488	LF	TRF SIG CBL (TY C)(12 AWG)(5 CONDR)	\$ 3.72	\$ 1,815.36	\$ 15.34	\$ 7,485.92	\$ 3.84	\$ 1,873.92
75	684-6080	992	LF	TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	\$ 4.96	\$ 4,920.32	\$ 10.62	\$ 10,535.04	\$ 5.12	\$ 5,079.04
76	687-6001	1	EA	PED POLE ASSEMBLY	\$ 4,953.80	\$ 4,953.80	\$ 1,770.00	\$ 1,770.00	\$ 5,112.21	\$ 5,112.21
77	688-6002	8	EA	PED DETECT PUSH BUTTON (STANDARD)	\$ 370.76	\$ 2,966.08	\$ 2,714.00	\$ 21,712.00	\$ 382.62	\$ 3,060.96
78	690-6007	1	EA	REPLACE OF GROUND BOXES	\$ 1,550.00	\$ 1,550.00	\$ 1,770.00	\$ 1,770.00	\$ 1,599.57	\$ 1,599.57
79	690-6009	2565	LF	REMOVAL OF CABLES	\$ 2.43	\$ 6,232.95	\$ 4.72	\$ 12,106.80	\$ 2.51	\$ 6,438.15
80	690-6024	1	EA	REMOVAL OF SIGNAL HEAD ASSM	\$ 403.00	\$ 403.00	\$ 1,298.00	\$ 1,298.00	\$ 415.89	\$ 415.89
81	7016-6047	1	EA	FIRE HYDRANT (NEW)	\$ 14,384.00	\$ 14,384.00	\$ 14,160.00	\$ 14,160.00	\$ 14,843.97	\$ 14,843.97
82	7016-6048	1	EA	FIRE HYDRANT (REMOVE & SALVAGE)	\$ 1,984.00	\$ 1,984.00	\$ 1,770.00	\$ 1,770.00	\$ 2,047.44	\$ 2,047.44
83	7016-6065	2	EA	ADJUST EXISTING MANHOLE	\$ 744.00	\$ 1,488.00	\$ 944.00	\$ 1,888.00	\$ 767.79	\$ 1,535.58
84	7016-6107	128	LF	CONCRETE CAP	\$ 26.42	\$ 3,381.76	\$ 70.80	\$ 9,062.40	\$ 159.96	\$ 20,474.88
85	ELP1	163	LF	ANTI-SLIP GREEN PAINT PED/BIKE PATH (5FT)	\$ 69.38	\$ 11,308.94	\$ 66.08	\$ 10,771.04	\$ 31.99	\$ 5,214.37
86	ELP2	34	LF	4" PVC SPLIT CASING	\$ 72.94	\$ 2,479.96	\$ 118.00	\$ 4,012.00	\$ 75.27	\$ 2,559.18
87	ELP3	1	EA	1-1/2" BACKFLOW PREVENTOR RELOCATE	\$ 3,968.00	\$ 3,968.00	\$ 1,180.00	\$ 1,180.00	\$ 4,094.89	\$ 4,094.89
88	ELP4	4	EA	REMOVE & RELOCATE RD ILLUMINATION ASSEMBLY	\$ 3,713.80	\$ 14,855.20	\$ 3,894.00	\$ 15,576.00	\$ 3,832.56	\$ 15,330.24
89	ELP5	90	EA	FIXED BOLLARD	\$ 819.25	\$ 73,732.50	\$ 767.00	\$ 69,030.00	\$ 1,151.69	\$ 103,652.10
Sum Total – Base Bid I (Line Items 1-89)						\$ 1,199,771.00		\$ 1,456,975.95		\$ 1,610,633.95
Bid Bond					YES		YES		YES	
Amendments Acknowledged					YES		YES		YES	

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Online Views for 2024-0192 PDN Trail Magoffin Shared Use Path - TxDOT

No.	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	Allen Concrete, LLC	El Paso	TX
2	Amtek USA, Austin	Houston	TX
3	Caballero Electric Co	El Paso	TX
4	ConstructConnect	Cincinnati	OH
5	Construction Reporter	Albuquerque	NM
6	Del Mar Contracting, Inc.	El Paso	TX
7	Delta Pest Control & Lawn Service (Delta Unlimited LLC)	El Paso	TX
8	DRS Rock Materials LLC.	El Paso	TX
9	Dustrol Inc.	El Paso	TX
10	El Paso A.R.C. Electric, Inc.	El Paso	TX
11	Hawk Construction	El Paso	TX
12	Horizone Construction 1 LTD	El Paso	TX
13	HZ Construction	el paso	TX
14	J Carrizal General Constructio	El Paso	TX
15	Martinez Bros. Contractors, LLC	El Paso	TX
16	Mirador Enterprises, Inc. (Mirador Enterprises)	EL PASO	TX
17	MONEYLINEZ 915 LLC	El Paso	TX
18	Octavias Group LLC (Paris O. Davidson)	El Paso	TX
19	PMI Pavement Marking, LLC (Pavement Marking, LLC)	EL PASO	TX
20	Sarabia's Portable Jons & Blue Sanitation (El Paso Sanitation Systems, Inc)	El Paso	TX
21	Spartan Construction of TX, Inc.	EL PASO	TX
22	Synergy Project Contractors, Inc.	El Paso	TX
23	The PlanIt Room	El Paso	TX
24	Virtual Builders Exchange	San Antonio	TX

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name Miguel Allen

Business Name Allen Concrete, LLC

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Miguel Allen Digitally signed by Miguel Allen
Date: 2024.02.29 08:34:19 -07'00' Date: 2/29/24



Legislation Text

File #: 24-348, 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:

Discussion and action on the award of Solicitation 2023-0570 Grounds Maintenance Mowing- Parks to Mario A. Gonzalez dba MG Evergreen LLC for an initial term of three (3) year(s) for an estimated amount of \$1,807,680.00. The award also includes a two (2) year option for an estimated amount of \$1,205,120.00. The total contract time is for five (5) years for a total estimated amount of \$3,012,800.00. This contract will allow for grounds maintenance of 145 parks located throughout the City. The maintenance is seasonal and consists primarily of mowing that is necessary to keep the parks clean and neatly manicured for citizens to enjoy.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$283,296.00 for the initial term, which represents a 18.58% as a result of price increase and additional parks added to the contract.

Department:	Streets and Maintenance
Award to:	Mario A. Gonzalez dba MG Evergreen LLC
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$602,560.00
Initial Term Estimated Award:	\$1,807,680.00
Option Term Estimated Award:	\$1,205,120.00
Total Estimated Award	\$3,012,800.00
Account(s)	451-2305-522210-51295-P5120

Funding Source(s):	Environmental Fee Fund- Grounds Keeping Horticultural Contracts
District(s):	All

This was a Best Value Bid Procurement - Unit Price.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to MG Evergreen LLC, the second highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement. The highest ranked bidder did not extend its bid.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

AGENDA DATE: March 12, 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 2023-0570 Grounds Maintenance Mowing- Parks to Mario A. Gonzalez dba MG Evergreen LLC for an initial term of three (3) years for an estimated amount of \$1,807,680.00. The award also includes a two (2) year option for an estimated amount of \$1,205,120.00. The total contract time is for five (5) years for a total estimated amount of \$3,012,800.00.

BACKGROUND / DISCUSSION:

This contract will allow for grounds maintenance of 145 parks located throughout City. The maintenance is seasonal and consists primarily of mowing that is necessary to keep the parks clean and neatly manicured for citizens to enjoy.

SELECTION SUMMARY:

Solicitation was advertised on June 20, 2023 and June 27, 2023. The solicitation was posted on City website on June 20, 2023. There were a total number in nineteen (19) viewers online; nine (9) bids were received; eight (8) from local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$283,296.00 for the initial term, which represents an 18.58% increase as a result of price increase and additional parks added to the contract.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,807,680.00.

Funding Source: Environmental Fee Fund- Grounds Keeping Horticultural Contracts

Account: 451-2305-522210-51295-P5120

2023-0570 Grounds Maintenance Mowing- Parks

Revised 2/23/2022-V2 – Previous Versions Obsolete

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

Project Form
Best Value Bid

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

Please place the following item on the Regular Agenda for the City Council Meeting of March 12, 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 2023-0570 Grounds Maintenance Mowing-Parks to Mario A. Gonzalez dba MG Evergreen LLC for an initial term of three (3) year(s) for an estimated amount of \$1,807,680.00. The award also includes a two (2) year option for an estimated amount of \$1,205,120.00. The total contract time is for five (5) years for a total estimated amount of \$3,012,800.00. This contract will allow for grounds maintenance of 145 parks located throughout City. The maintenance is seasonal and consists primarily of mowing that is necessary to keep the parks clean and neatly manicured for citizens to enjoy.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$283,296.00 for the initial term, which represents a 18.58% as a result of price increase and additional parks added to the contract.

Department:	Streets and Maintenance
Award to:	Mario A. Gonzalez dba MG Evergreen LLC
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$602,560.00
Initial Term Estimated Award:	\$1,807,680.00
Option Term Estimated Award:	\$1,205,120.00
Total Estimated Award	\$3,012,800.00
Account(s)	532-2305-522210-32120-P3215
Funding Source(s):	Environmental Fee Fund- Grounds Keeping Contracts.
District(s):	All

This was a Best Value Bid Procurement - Unit Price

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to MG Evergreen LLC, the second highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement. The highest ranked bidder did not extend its bid.

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.

BEST VALUE EVALUATION SHEET
2023-0570 Grounds Maintenance Parks - Mowing

Evaluation Factors	Maximum Points	Stiles General Contractors, LLC	Mario A. Gonzalez dba MG Evergreen LLC	Delta Unlimited, LLC dba Delta Pest Control & Lawn Service	Pacific Pavingstone, Inc. dba Pacific Outdoor Living	Mean Clean, LLC.	Guma Services, LLC dba Bright Growing Landscaping and	A.R.E. Tree and Garden	300 Exterminator Termite and Pest Control, LLC.	Abescape Landscaping LLC
Factor A - Price	30	\$ 1,873,969.63 28.94	\$ 1,807,680.00 30.00	\$ 4,428,720.00 12.25	\$ 2,565,904.16 21.14	\$ 4,467,840.00 12.14	\$ 2,298,240.00 23.60	\$ 8,937,600.00 6.07	Bid deemed Non-Responsive. Proposal not evaluated	Bid deemed Non-Responsive. Proposal not evaluated
Factor B - Experience – Comparable Contracts	25	16.89	16.11	15.11	11.00	9.00	0.00	8.89		
Factor C - References	20	13.33	13.33	20.00	12.00	10.40	0.00	0.00		
Factor D - Bidder's Operational Plan	25	21.67	15.67	17.67	17.67	10.67	5.00	0.00		
Total Points	100	80.83	75.11	65.03	61.81	42.21	28.60	14.96		
	Ranking	1	2	3	4	5	6	7	N/A	N/A



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: GROUNDS MAINTENANCE MOWING - PARKS																
BID DATE: JULY 19, 2023																
DEPARTMENT: STREETS AND MAINTENANCE																
					Mean Clean, LLC. El Paso, TX Bidder 6 of 9			Mario A. Gonzalez dba MG Evergeen, LLC. El Paso, TX Bidder 7 of 9			Pacific Pavingstone, Inc. dba Pacific Outdoor Living Sun Valley, CA Bidder 8 of 9			Stiles General Contractors, LLC El Paso, TX Bidder 9 of 9		
Group 1 - West																
Item No.	Park / Facility	Address	Minimum Annual Quantity	Maximum Annual 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	Eagle Vista	7300 Frostline Pl.	22	32	\$ 60.00	\$ 1,920.00	\$ 5,760.00	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 21.36	\$ 683.53	\$ 2,050.59	\$ 33.85	\$ 1,083.20	\$ 3,249.60
2	Enchanted	7700 Enchanted Park	22	32	\$ 380.00	\$ 12,160.00	\$ 36,480.00	\$ 125.00	\$ 4,000.00	\$ 12,000.00	\$ 119.09	\$ 3,810.91	\$ 11,432.73	\$ 116.75	\$ 3,736.00	\$ 11,208.00
3	High Desert	468 Indigo Ct.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 10.83	\$ 346.45	\$ 1,039.34	\$ 35.02	\$ 1,120.64	\$ 3,361.92
4	King River	6212 King River Ln.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 25.00	\$ 800.00	\$ 2,400.00	\$ 7.02	\$ 224.72	\$ 674.17	\$ 17.51	\$ 560.32	\$ 1,680.96
5	Madeline	900 E Baltimore Dr.	22	32	\$ 320.00	\$ 10,240.00	\$ 30,720.00	\$ 130.00	\$ 4,160.00	\$ 12,480.00	\$ 117.04	\$ 3,745.37	\$ 11,236.10	\$ 134.23	\$ 4,295.36	\$ 12,886.08
6	Mesa Vista	525 Denim Dr.	22	32	\$ 60.00	\$ 1,920.00	\$ 5,760.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 20.48	\$ 655.44	\$ 1,966.32	\$ 33.85	\$ 1,083.20	\$ 3,249.60
7	Mission Hills	3800 O'Keefe Dr.	22	32	\$ 740.00	\$ 23,680.00	\$ 71,040.00	\$ 240.00	\$ 7,680.00	\$ 23,040.00	\$ 308.70	\$ 9,878.41	\$ 29,635.22	\$ 274.31	\$ 8,777.92	\$ 26,333.76
8	Rio Grande River Trail	Country Club to Borderland	22	32	\$ 2,800.00	\$ 89,600.00	\$ 268,800.00	\$ 675.00	\$ 21,600.00	\$ 64,800.00	\$ 1,258.21	\$ 40,262.70	\$ 120,788.09	\$ 560.79	\$ 17,945.28	\$ 53,835.84
9	Rio Valley Central	6500 Toivoa Dr.	22	32	\$ 60.00	\$ 1,920.00	\$ 5,760.00	\$ 60.00	\$ 1,920.00	\$ 5,760.00	\$ 35.11	\$ 1,123.61	\$ 3,370.83	\$ 40.85	\$ 1,307.20	\$ 3,921.60
10	Sereno	5880 Valle Calma Dr.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 35.00	\$ 1,120.00	\$ 3,360.00	\$ 2.93	\$ 93.63	\$ 280.90	\$ 33.85	\$ 1,083.20	\$ 3,249.60
11	Tom Lea Lower	1203 Schuster Ave	22	32	\$ 190.00	\$ 6,080.00	\$ 18,240.00	\$ 85.00	\$ 2,720.00	\$ 8,160.00	\$ 87.78	\$ 2,809.03	\$ 8,427.08	\$ 99.22	\$ 3,175.04	\$ 9,525.12
12	Tom Lea Upper	900 Rim Road	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 35.00	\$ 1,120.00	\$ 3,360.00	\$ 14.63	\$ 468.17	\$ 1,404.51	\$ 33.85	\$ 1,083.20	\$ 3,249.60
13	Willow River	950 Willow River Dr.	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 75.00	\$ 2,400.00	\$ 7,200.00	\$ 44.48	\$ 1,423.24	\$ 4,269.72	\$ 134.23	\$ 4,295.36	\$ 12,886.08
14	Green Acres	6134 Will Jordan Pl.	22	32	\$ 300.00	\$ 9,600.00	\$ 28,800.00	\$ 145.00	\$ 4,640.00	\$ 13,920.00	\$ 131.09	\$ 4,194.81	\$ 12,584.43	\$ 100.00	\$ 3,200.00	\$ 9,600.00
Group 1 Total						\$ 164,800.00	\$ 494,400.00		\$ 56,320.00	\$ 168,960.00		\$ 69,720.01	\$ 209,160.02		\$ 52,745.92	\$ 158,237.76
					Mean Clean, LLC. El Paso, TX Bidder 6 of 9			Mario A. Gonzalez dba MG Evergeen, LLC. El Paso, TX Bidder 7 of 9			Pacific Pavingstone, Inc. dba Pacific Outdoor Living Sun Valley, CA Bidder 8 of 9			Stiles General Contractors, LLC El Paso, TX Bidder 9 of 9		
Group 2 - Central																
Item No.	Park / Facility	Address	Minimum Annual Quantity	Maximum Annual 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	Duke Circle	1100 Duke	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 30.00	\$ 960.00	\$ 2,880.00	\$ 2.93	\$ 93.63	\$ 280.90	\$ 11.67	\$ 373.44	\$ 1,120.32
2	Haddox Family	Pershing and Radford	22	32	\$ 60.00	\$ 1,920.00	\$ 5,760.00	\$ 50.00	\$ 1,600.00	\$ 4,800.00	\$ 22.53	\$ 720.98	\$ 2,162.95	\$ 134.23	\$ 4,295.36	\$ 12,886.08
3	Jorge Almada	4500 Pollard	22	32	\$ 100.00	\$ 3,200.00	\$ 9,600.00	\$ 70.00	\$ 2,240.00	\$ 6,720.00	\$ 53.25	\$ 1,704.14	\$ 5,112.43	\$ 46.70	\$ 1,494.40	\$ 4,483.20
4	Liz Morayma Gonzalez	4500 E. Yandell Dr.	22	32	\$ 140.00	\$ 4,480.00	\$ 13,440.00	\$ 90.00	\$ 2,880.00	\$ 8,640.00	\$ 79.00	\$ 2,528.12	\$ 7,584.37	\$ 87.54	\$ 2,801.28	\$ 8,403.84
5	Logan	5500 Byron St	22	32	\$ 140.00	\$ 4,480.00	\$ 13,440.00	\$ 90.00	\$ 2,880.00	\$ 8,640.00	\$ 73.15	\$ 2,340.85	\$ 7,022.56	\$ 70.04	\$ 2,241.28	\$ 6,723.84
6	Memorial, including Reserve and pool area	1701 Copia St.	22	32	\$ 1,800.00	\$ 57,600.00	\$ 172,800.00	\$ 800.00	\$ 25,600.00	\$ 76,800.00	\$ 994.86	\$ 31,835.62	\$ 95,506.86	\$ 583.63	\$ 18,676.16	\$ 56,028.48
7	Memorial - Alta Vista Baseball Field	3501 Morenci Rd.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 29.26	\$ 936.34	\$ 2,809.03	\$ 33.85	\$ 1,083.20	\$ 3,249.60
8	Memorial Senior Center	1800 Byron	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 30.00	\$ 960.00	\$ 2,880.00	\$ 5.27	\$ 168.54	\$ 505.62	\$ 17.51	\$ 560.32	\$ 1,680.96
9	Mesa Terrace	1221 Selden Dr.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 50.00	\$ 1,600.00	\$ 4,800.00	\$ 38.04	\$ 1,217.24	\$ 3,651.73	\$ 40.85	\$ 1,307.20	\$ 3,921.60
10	Newman	2212 Alabama St	22	32	\$ 180.00	\$ 5,760.00	\$ 17,280.00	\$ 100.00	\$ 3,200.00	\$ 9,600.00	\$ 102.41	\$ 3,277.20	\$ 9,831.59	\$ 99.22	\$ 3,175.04	\$ 9,525.12
11	Normandy	6300 Normandy Dr	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 25.00	\$ 800.00	\$ 2,400.00	\$ 2.93	\$ 93.63	\$ 280.90	\$ 11.67	\$ 373.44	\$ 1,120.32



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: GROUNDS MAINTENANCE MOWING - PARKS																	BID NO: 2023-0570	
BID DATE: JULY 19, 2023																	DEPARTMENT: STREETS AND MAINTENANCE	
					Mean Clean, LLC. El Paso, TX Bidder 6 of 9			Mario A. Gonzalez dba MG Evergreen, LLC. El Paso, TX Bidder 7 of 9			Pacific Pavingstone, Inc. dba Pacific Outdoor Living Sun Valley, CA Bidder 8 of 9			Stiles General Contractors, LLC El Paso, TX Bidder 9 of 9				
Group 2 - Central																		
Item No.	Park / Facility	Address	Minimum Annual Quantity	Maximum Annual 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)		
12	Pennsylvania Circle	250 Pennsylvania Cir	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 14.92	\$ 477.53	\$ 1,432.60	\$ 23.35	\$ 747.20	\$ 2,241.60		
13	Pollard II - Pond	3090 Pollard St.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 18.43	\$ 589.90	\$ 1,769.69	\$ 29.19	\$ 934.08	\$ 2,802.24		
14	Raynolds Median	Hastings to La Luz Ave	22	32	\$ 120.00	\$ 3,840.00	\$ 11,520.00	\$ 185.00	\$ 5,920.00	\$ 17,760.00	\$ 70.23	\$ 2,247.22	\$ 6,741.66	\$ 70.04	\$ 2,241.28	\$ 6,723.84		
15	Summit-Fillmore	4501 Raynor St.	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 70.00	\$ 2,240.00	\$ 6,720.00	\$ 40.96	\$ 1,310.88	\$ 3,932.64	\$ 46.70	\$ 1,494.40	\$ 4,483.20		
16	San Juan Park - Hawkins Elementary	5816 Stephenson Ave.	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 90.00	\$ 2,880.00	\$ 8,640.00	\$ 41.55	\$ 1,329.61	\$ 3,988.82	\$ 64.20	\$ 2,054.40	\$ 6,163.20		
17	Saipan - Ledo	4601 Durazno Ave	22	32	\$ 280.00	\$ 8,960.00	\$ 26,880.00	\$ 155.00	\$ 4,960.00	\$ 14,880.00	\$ 146.30	\$ 4,681.71	\$ 14,045.13	\$ 122.60	\$ 3,923.20	\$ 11,769.60		
18	San Juan Triangle	5701 Stephenson Ave.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 25.00	\$ 800.00	\$ 2,400.00	\$ 7.90	\$ 252.81	\$ 758.44	\$ 17.50	\$ 560.00	\$ 1,680.00		
19	Seville Rec Center	6700 Sambrano Ave	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 25.00	\$ 800.00	\$ 2,400.00	\$ 5.85	\$ 187.27	\$ 561.81	\$ 14.01	\$ 448.22	\$ 1,344.67		
20	Grace Chope	535 W. Missouri Ave.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 55.00	\$ 1,760.00	\$ 5,280.00	\$ 17.56	\$ 561.81	\$ 1,685.42	\$ 23.35	\$ 747.20	\$ 2,241.60		
21	Houston	900 Montana	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 70.00	\$ 2,240.00	\$ 6,720.00	\$ 38.04	\$ 1,217.24	\$ 3,651.73	\$ 58.36	\$ 1,867.52	\$ 5,602.56		
22	Leona Ford Washington Rec Ctr	3400 Missouri	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 25.00	\$ 800.00	\$ 2,400.00	\$ 4.39	\$ 140.45	\$ 421.35	\$ 11.67	\$ 373.44	\$ 1,120.32		
23	Mary Webb	3401 E Missouri Ave.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 29.26	\$ 936.34	\$ 2,809.03	\$ 40.85	\$ 1,307.20	\$ 3,921.60		
24	Armijo, incl. pool enclosure	710 E. Seventh Ave	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 70.00	\$ 2,240.00	\$ 6,720.00	\$ 43.89	\$ 1,404.51	\$ 4,213.54	\$ 64.20	\$ 2,054.40	\$ 6,163.20		
25	Boys Club	811 S Florence St	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 65.00	\$ 2,080.00	\$ 6,240.00	\$ 35.11	\$ 1,123.61	\$ 3,370.83	\$ 58.37	\$ 1,867.84	\$ 5,603.52		
26	Chihuahuita	400 Charles Rd	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 16.68	\$ 533.71	\$ 1,601.14	\$ 35.02	\$ 1,120.64	\$ 3,361.92		
27	Estrella-Rivera	3200 Rivera Ave.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 25.00	\$ 800.00	\$ 2,400.00	\$ 8.78	\$ 280.90	\$ 842.71	\$ 17.51	\$ 560.32	\$ 1,680.96		
28	Fire Fighters Memorial	316 W. Overland	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 25.00	\$ 800.00	\$ 2,400.00	\$ 2.34	\$ 74.91	\$ 224.72	\$ 11.67	\$ 373.44	\$ 1,120.32		
29	Lincoln	4001 Durazno Ave.	22	32	\$ 650.00	\$ 20,800.00	\$ 62,400.00	\$ 280.00	\$ 8,960.00	\$ 26,880.00	\$ 292.61	\$ 9,363.42	\$ 28,090.25	\$ 338.50	\$ 10,832.00	\$ 32,496.00		
30	Paseo De Los Heroes	601 E. Eighth St.	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 100.00	\$ 3,200.00	\$ 9,600.00	\$ 36.58	\$ 1,170.43	\$ 3,511.28	\$ 52.53	\$ 1,680.96	\$ 5,042.88		
31	Pera-Luna	3300 Pera Ave.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 10.24	\$ 327.72	\$ 983.16	\$ 17.51	\$ 560.32	\$ 1,680.96		
32	South El Paso Senior Center	600 S. Ochoa	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 35.00	\$ 1,120.00	\$ 3,360.00	\$ 3.80	\$ 121.72	\$ 365.17	\$ 11.67	\$ 373.44	\$ 1,120.32		
33	Tula Irraboli	601 S. Park St.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 60.00	\$ 1,920.00	\$ 5,760.00	\$ 29.26	\$ 936.34	\$ 2,809.03	\$ 52.53	\$ 1,680.96	\$ 5,042.88		
34	Union Plaza	117 Anthony	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 25.00	\$ 800.00	\$ 2,400.00	\$ 1.76	\$ 56.18	\$ 168.54	\$ 11.67	\$ 373.44	\$ 1,120.32		
35	De Vargas	643 De Vargas Dr	22	32	\$ 100.00	\$ 3,200.00	\$ 9,600.00	\$ 65.00	\$ 2,080.00	\$ 6,240.00	\$ 58.52	\$ 1,872.68	\$ 5,618.05	\$ 46.70	\$ 1,494.40	\$ 4,483.20		
36	Modesto Gomez	4600 Edna Ave.	22	32	\$ 1,600.00	\$ 51,200.00	\$ 153,600.00	\$ 480.00	\$ 15,360.00	\$ 46,080.00	\$ 731.52	\$ 23,408.54	\$ 70,225.63	\$ 554.44	\$ 17,742.08	\$ 53,226.24		
37	Washington	200 Washington St	22	32	\$ 600.00	\$ 19,200.00	\$ 57,600.00	\$ 235.00	\$ 7,520.00	\$ 22,560.00	\$ 263.35	\$ 8,427.08	\$ 25,281.23	\$ 204.27	\$ 6,536.64	\$ 19,609.92		
38	WWII Veterans	4321 Delta	22	32	\$ 500.00	\$ 16,000.00	\$ 48,000.00	\$ 160.00	\$ 5,120.00	\$ 15,360.00	\$ 219.46	\$ 7,022.56	\$ 21,067.69	\$ 186.76	\$ 5,976.32	\$ 17,928.96		
39	Chamizal Rec Center	20101 Cypress Ave.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 25.00	\$ 800.00	\$ 2,400.00	\$ 9.66	\$ 308.99	\$ 926.98	\$ 30.00	\$ 960.00	\$ 2,880.00		
40	Ellis Triangle	900 Ellis St. at Loretto Rd.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 25.00	\$ 800.00	\$ 2,400.00	\$ 4.68	\$ 149.81	\$ 449.44	\$ 20.00	\$ 640.00	\$ 1,920.00		
41	Magoffin Park	1030 Myrtle Ave.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 25.00	\$ 800.00	\$ 2,400.00	\$ 2.63	\$ 84.27	\$ 252.81	\$ 20.00	\$ 640.00	\$ 1,920.00		
42	Maria Rios Park - Pocket Park	N Clark Dr. at Cleveland Ave.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 25.00	\$ 800.00	\$ 2,400.00	\$ 7.61	\$ 243.45	\$ 730.35	\$ 30.00	\$ 960.00	\$ 2,880.00		
43	Valle Bajo Park Rec Center	7380 Alameda Ave.	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 70.00	\$ 2,240.00	\$ 6,720.00	\$ 34.82	\$ 1,114.25	\$ 3,342.74	\$ 60.00	\$ 1,920.00	\$ 5,760.00		
Group 2 Total						\$ 248,000.00	\$ 744,000.00		\$ 130,560.00	\$ 391,680.00		\$ 116,874.18	\$ 350,622.54		\$ 111,426.46	\$ 334,279.39		



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: GROUNDS MAINTENANCE MOWING - PARKS																
BID DATE: JULY 19, 2023																
DEPARTMENT: STREETS AND MAINTENANCE																
					Mean Clean, LLC. El Paso, TX Bidder 6 of 9			Mario A. Gonzalez dba MG Evergeen, LLC. El Paso, TX Bidder 7 of 9			Pacific Pavingstone, Inc. dba Pacific Outdoor Living Sun Valley, CA Bidder 8 of 9			Stiles General Contractors, LLC El Paso, TX Bidder 9 of 9		
Group 3 - Mission Valley																
Item No.	Park / Facility	Address	Minimum Annual Quantity	Maximum Annual 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	Stiles	7325 Stiles Dr.	22	32	\$ 400.00	\$ 12,800.00	\$ 38,400.00	\$ 75.00	\$ 2,400.00	\$ 7,200.00	\$ 193.12	\$ 6,179.86	\$ 18,539.57	\$ 83.23	\$ 2,663.36	\$ 7,990.08
2	Cedar Grove Park Pond, including pond slopes	7464-7484 Balsam Dr.	22	32	\$ 400.00	\$ 12,800.00	\$ 38,400.00	\$ 375.00	\$ 12,000.00	\$ 36,000.00	\$ 269.20	\$ 8,614.34	\$ 25,843.03	\$ 408.54	\$ 13,073.28	\$ 39,219.84
3	Hidden Valley	200 Coconut Tree Ln.	22	32	\$ 440.00	\$ 14,080.00	\$ 42,240.00	\$ 200.00	\$ 6,400.00	\$ 19,200.00	\$ 277.98	\$ 8,895.25	\$ 26,685.74	\$ 433.66	\$ 13,877.12	\$ 41,631.36
4	Riverside	7600 Alameda Ave.	22	32	\$ 240.00	\$ 7,680.00	\$ 23,040.00	\$ 125.00	\$ 4,000.00	\$ 12,000.00	\$ 124.36	\$ 3,979.45	\$ 11,938.36	\$ 70.04	\$ 2,241.28	\$ 6,723.84
5	Capistrano, including ball fields	8700 Padilla Dr	22	32	\$ 1,400.00	\$ 44,800.00	\$ 134,400.00	\$ 345.00	\$ 11,040.00	\$ 33,120.00	\$ 696.40	\$ 22,284.93	\$ 66,854.80	\$ 250.96	\$ 8,030.72	\$ 24,092.16
6	Pueblo Viejo	Roseway to Presa Pl.	22	32	\$ 950.00	\$ 30,400.00	\$ 91,200.00	\$ 425.00	\$ 13,600.00	\$ 40,800.00	\$ 585.21	\$ 18,726.84	\$ 56,180.51	\$ 309.32	\$ 9,898.24	\$ 29,694.72
7	Ysleta	9068 Socorro Rd.	22	32	\$ 120.00	\$ 3,840.00	\$ 11,520.00	\$ 55.00	\$ 1,760.00	\$ 5,280.00	\$ 80.47	\$ 2,574.94	\$ 7,724.82	\$ 40.85	\$ 1,307.20	\$ 3,921.60
8	Blackie Chesher	1100 N Zaragoza	22	32	\$ 1,600.00	\$ 51,200.00	\$ 153,600.00	\$ 275.00	\$ 8,800.00	\$ 26,400.00	\$ 1,638.60	\$ 52,435.14	\$ 157,305.42	\$ 443.56	\$ 14,193.92	\$ 42,581.76
9	Lancaster	701 Brandywine Rd.	22	32	\$ 120.00	\$ 3,840.00	\$ 11,520.00	\$ 60.00	\$ 1,920.00	\$ 5,760.00	\$ 73.15	\$ 2,340.85	\$ 7,022.56	\$ 64.20	\$ 2,054.40	\$ 6,163.20
10	Jamestown	704 Fall River St.	22	32	\$ 120.00	\$ 3,840.00	\$ 11,520.00	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 76.37	\$ 2,443.85	\$ 7,331.56	\$ 33.85	\$ 1,083.20	\$ 3,249.60
11	Caribe	250 Cayman Ln	22	32	\$ 100.00	\$ 3,200.00	\$ 9,600.00	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 56.77	\$ 1,816.50	\$ 5,449.51	\$ 44.36	\$ 1,419.52	\$ 4,258.56
12	Pavo Real, including pool area	9301 Alameda Ave.	22	32	\$ 800.00	\$ 25,600.00	\$ 76,800.00	\$ 350.00	\$ 11,200.00	\$ 33,600.00	\$ 438.91	\$ 14,045.13	\$ 42,135.38	\$ 356.01	\$ 11,392.32	\$ 34,176.96
13	SPC Adrian Garcia	520 Southside Road	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 30.00	\$ 960.00	\$ 2,880.00	\$ 1.46	\$ 46.82	\$ 140.45	\$ 33.85	\$ 1,083.20	\$ 3,249.60
14	Officer David Ortiz	563 N Carolina Dr	22	32	\$ 380.00	\$ 12,160.00	\$ 36,480.00	\$ 125.00	\$ 4,000.00	\$ 12,000.00	\$ 181.42	\$ 5,805.32	\$ 17,415.96	\$ 140.07	\$ 4,482.24	\$ 13,446.72
15	Thomas Manor	7901 Knights Dr.	22	32	\$ 740.00	\$ 23,680.00	\$ 71,040.00	\$ 125.00	\$ 4,000.00	\$ 12,000.00	\$ 336.50	\$ 10,767.93	\$ 32,303.79	\$ 186.76	\$ 5,976.32	\$ 17,928.96
16	E. L. Williams	752 Lafayette Dr.	22	32	\$ 100.00	\$ 3,200.00	\$ 9,600.00	\$ 75.00	\$ 2,400.00	\$ 7,200.00	\$ 58.52	\$ 1,872.68	\$ 5,618.05	\$ 46.69	\$ 1,494.08	\$ 4,482.24
17	Lomaland	715 Lomita	22	32	\$ 600.00	\$ 19,200.00	\$ 57,600.00	\$ 165.00	\$ 5,280.00	\$ 15,840.00	\$ 292.61	\$ 9,363.42	\$ 28,090.25	\$ 204.27	\$ 6,536.64	\$ 19,609.92
18	Marion Manor	8343 Clifford Ct.	22	32	\$ 500.00	\$ 16,000.00	\$ 48,000.00	\$ 135.00	\$ 4,320.00	\$ 12,960.00	\$ 248.72	\$ 7,958.91	\$ 23,876.72	\$ 165.75	\$ 5,304.00	\$ 15,912.00
19	Yucca	7975 Williamette Ave.	22	32	\$ 900.00	\$ 28,800.00	\$ 86,400.00	\$ 375.00	\$ 12,000.00	\$ 36,000.00	\$ 468.17	\$ 14,981.47	\$ 44,944.40	\$ 466.90	\$ 14,940.80	\$ 44,822.40
20	J. P. Shawver, incl. pool enclosure and ball fields	8100 Independence	22	32	\$ 1,800.00	\$ 57,600.00	\$ 172,800.00	\$ 550.00	\$ 17,600.00	\$ 52,800.00	\$ 1,111.91	\$ 35,580.99	\$ 106,742.96	\$ 495.32	\$ 15,850.24	\$ 47,550.72
21	Shawver Pond Park - Flat Fields	8301 Independence Dr.	22	32	\$ 380.00	\$ 12,160.00	\$ 36,480.00	\$ 185.00	\$ 5,920.00	\$ 17,760.00	\$ 207.46	\$ 6,638.66	\$ 19,915.99	\$ 150.00	\$ 4,800.00	\$ 14,400.00
Group 3 Total						\$ 388,160.00	\$ 1,164,480.00		\$ 132,160.00	\$ 396,480.00		\$ 237,353.27	\$ 712,059.82		\$ 141,702.08	\$ 425,106.24



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: GROUNDS MAINTENANCE MOWING - PARKS																BID NO: 2023-0570	
BID DATE: JULY 19, 2023																DEPARTMENT: STREETS AND MAINTENANCE	
					Mean Clean, LLC. El Paso, TX Bidder 6 of 9			Mario A. Gonzalez dba MG Evergreen, LLC. El Paso, TX Bidder 7 of 9			Pacific Pavingstone, Inc. dba Pacific Outdoor Living Sun Valley, CA Bidder 8 of 9			Stiles General Contractors, LLC El Paso, TX Bidder 9 of 9			
Group 4 - East																	
Item No.	Park / Facility	Address	Minimum Annual Quantity	Maximum Annual 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	Cielo Vista	9030 Cosmos Ave	22	32	\$ 250.00	\$ 8,000.00	\$ 24,000.00	\$ 105.00	\$ 3,360.00	\$ 10,080.00	\$ 155.08	\$ 4,962.61	\$ 14,887.83	\$ 122.56	\$ 3,921.96	\$ 11,765.88	
2	Edgemere	6700 to 8118 Edgemere	22	32	\$ 900.00	\$ 28,800.00	\$ 86,400.00	\$ 300.00	\$ 9,600.00	\$ 28,800.00	\$ 497.43	\$ 15,917.81	\$ 47,753.43	\$ 350.18	\$ 11,205.76	\$ 33,617.28	
3	Hawkins	1500 Hawkins	22	32	\$ 140.00	\$ 4,480.00	\$ 13,440.00	\$ 50.00	\$ 1,600.00	\$ 4,800.00	\$ 73.15	\$ 2,340.85	\$ 7,022.56	\$ 58.36	\$ 1,867.52	\$ 5,602.56	
4	MacArthur	738 Gerald	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 43.89	\$ 1,404.51	\$ 4,213.54	\$ 52.53	\$ 1,680.96	\$ 5,042.88	
5	Ponder, including ball fields	7500 Burgess Dr	22	32	\$ 1,200.00	\$ 38,400.00	\$ 115,200.00	\$ 245.00	\$ 7,840.00	\$ 23,520.00	\$ 570.58	\$ 18,258.66	\$ 54,775.99	\$ 285.98	\$ 9,151.36	\$ 27,454.08	
6	Vista del Valle	1288 Hawkins Blvd	22	32	\$ 1,000.00	\$ 32,000.00	\$ 96,000.00	\$ 210.00	\$ 6,720.00	\$ 20,160.00	\$ 585.21	\$ 18,726.84	\$ 56,180.51	\$ 408.54	\$ 13,073.20	\$ 39,219.60	
7	Cork	3327 Cork Dr	22	32	\$ 60.00	\$ 1,920.00	\$ 5,760.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 33.65	\$ 1,076.79	\$ 3,230.38	\$ 58.36	\$ 1,867.60	\$ 5,602.80	
8	Eastwood	3110 Parkwood St.	22	32	\$ 2,400.00	\$ 76,800.00	\$ 230,400.00	\$ 620.00	\$ 19,840.00	\$ 59,520.00	\$ 1,258.21	\$ 40,262.70	\$ 120,788.09	\$ 729.53	\$ 23,344.96	\$ 70,034.88	
9	Edgemere/Freeport Pond	10705 Edgemere Blvd.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 4.68	\$ 149.81	\$ 449.44	\$ 11.67	\$ 373.44	\$ 1,120.32	
10	Suffolk	3225 Suffolk Rd.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 29.26	\$ 936.34	\$ 2,809.03	\$ 40.85	\$ 1,307.20	\$ 3,921.60	
11	Pebble Hills	3200 Fierro Dr.	22	32	\$ 300.00	\$ 9,600.00	\$ 28,800.00	\$ 130.00	\$ 4,160.00	\$ 12,480.00	\$ 204.82	\$ 6,554.39	\$ 19,663.18	\$ 157.58	\$ 5,042.52	\$ 15,127.56	
12	Pico Norte	10655 Pico Norte Rd.	22	32	\$ 500.00	\$ 16,000.00	\$ 48,000.00	\$ 160.00	\$ 5,120.00	\$ 15,360.00	\$ 292.61	\$ 9,363.42	\$ 28,090.25	\$ 169.25	\$ 5,416.04	\$ 16,248.12	
13	Frank "Francis" T. Hourigan	2085 Shreya St.	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 75.00	\$ 2,400.00	\$ 7,200.00	\$ 43.89	\$ 1,404.51	\$ 4,213.54	\$ 33.85	\$ 1,083.20	\$ 3,249.60	
14	Dick Shinaut	11701 Rufus Brijalba	22	32	\$ 450.00	\$ 14,400.00	\$ 43,200.00	\$ 170.00	\$ 5,440.00	\$ 16,320.00	\$ 292.61	\$ 9,363.42	\$ 28,090.25	\$ 175.09	\$ 5,602.80	\$ 16,808.40	
15	Indian Ridge 10	3332 Pendleton	22	32	\$ 100.00	\$ 3,200.00	\$ 9,600.00	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 58.52	\$ 1,872.68	\$ 5,618.05	\$ 40.85	\$ 1,307.20	\$ 3,921.60	
16	Loma Linda	11600 Bell Tower Dr.	22	32	\$ 100.00	\$ 3,200.00	\$ 9,600.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 57.06	\$ 1,825.87	\$ 5,477.60	\$ 35.02	\$ 1,120.64	\$ 3,361.92	
17	Stanton Heights	11520 Edward James	22	32	\$ 100.00	\$ 3,200.00	\$ 9,600.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 58.52	\$ 1,872.68	\$ 5,618.05	\$ 58.36	\$ 1,867.52	\$ 5,602.56	
18	Carlos Bombach	12420 Nina Pearl	22	32	\$ 300.00	\$ 9,600.00	\$ 28,800.00	\$ 85.00	\$ 2,720.00	\$ 8,160.00	\$ 166.79	\$ 5,337.15	\$ 16,011.44	\$ 110.89	\$ 3,548.44	\$ 10,645.32	
19	Cielo Dorado	14025 Tierra Creel	22	32	\$ 120.00	\$ 3,840.00	\$ 11,520.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 73.15	\$ 2,340.85	\$ 7,022.56	\$ 58.36	\$ 1,867.52	\$ 5,602.56	
20	Kip Hall Park	3829 Rich Beem	22	32	\$ 100.00	\$ 3,200.00	\$ 9,600.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 61.45	\$ 1,966.32	\$ 5,898.95	\$ 46.70	\$ 1,494.40	\$ 4,483.20	
21	Montwood Heights	12598 Flora Alba	22	32	\$ 220.00	\$ 7,040.00	\$ 21,120.00	\$ 65.00	\$ 2,080.00	\$ 6,240.00	\$ 117.04	\$ 3,745.37	\$ 11,236.10	\$ 75.87	\$ 2,427.84	\$ 7,283.52	
22	Sal Berroteran	2171 Sun Country Dr.	22	32	\$ 500.00	\$ 16,000.00	\$ 48,000.00	\$ 110.00	\$ 3,520.00	\$ 10,560.00	\$ 277.98	\$ 8,895.25	\$ 26,685.74	\$ 128.40	\$ 4,108.80	\$ 12,326.40	
23	Salvador Rivas, Jr.	12515 Tierra Norte Dr.	22	32	\$ 300.00	\$ 9,600.00	\$ 28,800.00	\$ 130.00	\$ 4,160.00	\$ 12,480.00	\$ 146.30	\$ 4,681.71	\$ 14,045.13	\$ 151.74	\$ 4,855.68	\$ 14,567.04	
24	Tierra Buena	12701 Pebble Hills	22	32	\$ 200.00	\$ 6,400.00	\$ 19,200.00	\$ 60.00	\$ 1,920.00	\$ 5,760.00	\$ 117.04	\$ 3,745.37	\$ 11,236.10	\$ 64.20	\$ 2,054.40	\$ 6,163.20	
25	Suenos Encantados	4577 Marisabel Azcarate	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 50.00	\$ 1,600.00	\$ 4,800.00	\$ 36.28	\$ 1,161.06	\$ 3,483.19	\$ 58.36	\$ 1,867.52	\$ 5,602.56	
26	Cactus Point	14169 Patriot Point Dr.	22	32	\$ 120.00	\$ 3,840.00	\$ 11,520.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 69.64	\$ 2,228.49	\$ 6,685.48	\$ 52.53	\$ 1,680.84	\$ 5,042.52	
27	Coyote	3117 Coyote Park	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 29.26	\$ 936.34	\$ 2,809.03	\$ 33.85	\$ 1,083.20	\$ 3,249.60	



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: GROUNDS MAINTENANCE MOWING - PARKS																BID NO: 2023-0570	
BID DATE: JULY 19, 2023																DEPARTMENT: STREETS AND MAINTENANCE	
					Mean Clean, LLC. El Paso, TX Bidder 6 of 9			Mario A. Gonzalez dba MG Evergreen, LLC. El Paso, TX Bidder 7 of 9			Pacific Pavingstone, Inc. dba Pacific Outdoor Living Sun Valley, CA Bidder 8 of 9			Stiles General Contractors, LLC El Paso, TX Bidder 9 of 9			
Group 4 - East																	
Item No.	Park / Facility	Address	Minimum Annual Quantity	Maximum Annual 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)	
28	Desert Garden	3236 Perla Pointe Dr.	22	32	\$ 160.00	\$ 5,120.00	\$ 15,360.00	\$ 60.00	\$ 1,920.00	\$ 5,760.00	\$ 103.58	\$ 3,314.65	\$ 9,943.95	\$ 64.20	\$ 2,054.40	\$ 6,163.20	
29	East Cave	14341 East Cave Ave.	22	32	\$ 300.00	\$ 9,600.00	\$ 28,800.00	\$ 130.00	\$ 4,160.00	\$ 12,480.00	\$ 215.36	\$ 6,891.48	\$ 20,674.43	\$ 157.58	\$ 5,042.56	\$ 15,127.68	
30	Espanola	14601 Ciambriello Ave.	22	32	\$ 140.00	\$ 4,480.00	\$ 13,440.00	\$ 75.00	\$ 2,400.00	\$ 7,200.00	\$ 80.17	\$ 2,565.58	\$ 7,696.73	\$ 75.87	\$ 2,427.84	\$ 7,283.52	
31	Holly Springs	14600 & 14840 Holly Springs	22	32	\$ 500.00	\$ 16,000.00	\$ 48,000.00	\$ 275.00	\$ 8,800.00	\$ 26,400.00	\$ 250.47	\$ 8,015.09	\$ 24,045.26	\$ 250.96	\$ 8,030.72	\$ 24,092.16	
32	Miners	14869 Willie Worsley Ave.	22	32	\$ 240.00	\$ 7,680.00	\$ 23,040.00	\$ 150.00	\$ 4,800.00	\$ 14,400.00	\$ 98.32	\$ 3,146.11	\$ 9,438.32	\$ 309.32	\$ 9,898.24	\$ 29,694.72	
33	Officer Adrian Arellano	14241 English Point Dr.	22	32	\$ 460.00	\$ 14,720.00	\$ 44,160.00	\$ 130.00	\$ 4,160.00	\$ 12,480.00	\$ 204.82	\$ 6,554.39	\$ 19,663.18	\$ 157.58	\$ 5,042.56	\$ 15,127.68	
34	Priceless	2608 & 2862 Mike Price Dr.	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 145.00	\$ 4,640.00	\$ 13,920.00	\$ 40.09	\$ 1,282.79	\$ 3,848.36	\$ 40.85	\$ 1,307.20	\$ 3,921.60	
35	Rainbow Vista	3001 Rich Beem	22	32	\$ 400.00	\$ 12,800.00	\$ 38,400.00	\$ 200.00	\$ 6,400.00	\$ 19,200.00	\$ 311.92	\$ 9,981.44	\$ 29,944.32	\$ 233.45	\$ 7,470.40	\$ 22,411.20	
36	Tierra del Sol	14743 Hunters Grove	22	32	\$ 160.00	\$ 5,120.00	\$ 15,360.00	\$ 100.00	\$ 3,200.00	\$ 9,600.00	\$ 107.68	\$ 3,445.74	\$ 10,337.21	\$ 110.89	\$ 3,548.48	\$ 10,645.44	
37	Whispering Rock	13954 Vaquero Rock Dr.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 30.00	\$ 960.00	\$ 2,880.00	\$ 29.26	\$ 936.34	\$ 2,809.03	\$ 33.85	\$ 1,083.20	\$ 3,249.60	
38	Paseo Del Sol	1425 Paseo Grande	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 30.00	\$ 960.00	\$ 2,880.00	\$ 58.52	\$ 1,872.68	\$ 5,618.05	\$ 33.85	\$ 1,083.20	\$ 3,249.60	
39	Winners	12484 Triple Crown Ave.	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 45.00	\$ 1,440.00	\$ 4,320.00	\$ 45.35	\$ 1,451.33	\$ 4,353.99	\$ 58.36	\$ 1,867.52	\$ 5,602.56	
40	Aviator's	12669 Mary Ponce Rd.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 30.00	\$ 960.00	\$ 2,880.00	\$ 23.99	\$ 767.80	\$ 2,303.40	\$ 33.85	\$ 1,083.20	\$ 3,249.60	
41	Starduster	834 Airship Place	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 30.00	\$ 960.00	\$ 2,880.00	\$ 46.82	\$ 1,498.15	\$ 4,494.44	\$ 35.02	\$ 1,120.56	\$ 3,361.68	
42	McCarthy	1170 John Phelan Dr.	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 62.91	\$ 2,013.13	\$ 6,039.40	\$ 46.70	\$ 1,494.40	\$ 4,483.20	
43	Ranchos Del Sol	1100 Ted Houghton Dr.	22	32	\$ 400.00	\$ 12,800.00	\$ 38,400.00	\$ 90.00	\$ 2,880.00	\$ 8,640.00	\$ 250.18	\$ 8,005.72	\$ 24,017.17	\$ 105.05	\$ 3,361.60	\$ 10,084.80	
44	Walter Clarke	1519 Bob Hope Dr	22	32	\$ 600.00	\$ 19,200.00	\$ 57,600.00	\$ 175.00	\$ 5,600.00	\$ 16,800.00	\$ 453.54	\$ 14,513.30	\$ 43,539.89	\$ 210.11	\$ 6,723.36	\$ 20,170.08	
45	Dawn View at Horizon	14225 Earl Choskiski	22	32	\$ 60.00	\$ 1,920.00	\$ 5,760.00	\$ 95.00	\$ 3,040.00	\$ 9,120.00	\$ 38.92	\$ 1,245.33	\$ 3,736.00	\$ 35.02	\$ 1,120.64	\$ 3,361.92	
46	Palm Grove	10001 Sumatra St.	22	32	\$ 250.00	\$ 8,000.00	\$ 24,000.00	\$ 85.00	\$ 2,720.00	\$ 8,160.00	\$ 155.08	\$ 4,962.61	\$ 14,887.83	\$ 99.22	\$ 3,175.04	\$ 9,525.12	
47	Travis White	1700 Wedgewood Dr.	22	32	\$ 600.00	\$ 19,200.00	\$ 57,600.00	\$ 265.00	\$ 8,480.00	\$ 25,440.00	\$ 395.02	\$ 12,640.61	\$ 37,921.84	\$ 309.32	\$ 9,898.24	\$ 29,694.72	
48	Argal	1351 Pendale Ave.	22	32	\$ 160.00	\$ 5,120.00	\$ 15,360.00	\$ 75.00	\$ 2,400.00	\$ 7,200.00	\$ 97.73	\$ 3,127.38	\$ 9,382.14	\$ 70.04	\$ 2,241.28	\$ 6,723.84	
49	Reese McCord	1900 Trawood Dr.	22	32	\$ 740.00	\$ 23,680.00	\$ 71,040.00	\$ 265.00	\$ 8,480.00	\$ 25,440.00	\$ 450.61	\$ 14,419.66	\$ 43,258.99	\$ 320.99	\$ 10,271.80	\$ 30,815.40	
50	Marty Robbins, incl.pool enclosure and ball field	11600 Vista del Sol Dr.	22	32	\$ 1,200.00	\$ 38,400.00	\$ 115,200.00	\$ 485.00	\$ 15,520.00	\$ 46,560.00	\$ 819.30	\$ 26,217.57	\$ 78,652.71	\$ 466.90	\$ 14,940.80	\$ 44,822.40	
51	Desert Breeze	12248 Desert Cliff Ct.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 11.70	\$ 374.54	\$ 1,123.61	\$ 40.00	\$ 1,280.00	\$ 3,840.00	
52	Desert Sands	12325 Desert Hawk	22	32	\$ 160.00	\$ 5,120.00	\$ 15,360.00	\$ 100.00	\$ 3,200.00	\$ 9,600.00	\$ 100.66	\$ 3,221.02	\$ 9,663.05	\$ 100.00	\$ 3,200.00	\$ 9,600.00	
53	Frank Castillo Park - Formerly Vivid Dreams	4960 Vincent James St.	22	32	\$ 140.00	\$ 4,480.00	\$ 13,440.00	\$ 100.00	\$ 3,200.00	\$ 9,600.00	\$ 89.25	\$ 2,855.84	\$ 8,567.53	\$ 100.00	\$ 3,200.00	\$ 9,600.00	
54	Tierra Benji Park	2861 Tierra Benji	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 85.00	\$ 2,720.00	\$ 8,160.00	\$ 45.94	\$ 1,470.06	\$ 4,410.17	\$ 60.00	\$ 1,920.00	\$ 5,760.00	
55	Tres Suenos #21 - Suenos Encantados	14514 Derek Joseph Ct.	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 75.00	\$ 2,400.00	\$ 7,200.00	\$ 51.50	\$ 1,647.96	\$ 4,943.88	\$ 65.00	\$ 2,080.00	\$ 6,240.00	
Group 4 Total						\$ 546,240.00	\$ 1,638,720.00		\$ 206,560.00	\$ 619,680.00		\$ 319,770.11	\$ 959,310.34		\$ 230,189.76	\$ 690,569.28	



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: GROUNDS MAINTENANCE MOWING - PARKS

BID DATE: JULY 19, 2023

BID NO: 2023-0570

DEPARTMENT: STREETS AND MAINTENANCE

	Mean Clean, LLC. El Paso, TX Bidder 6 of 9	Mario A. Gonzalez dba MG Evergeen, LLC. El Paso, TX Bidder 7 of 9	Pacific Pavingstone, Inc. dba Pacific Outdoor Living Sun Valley, CA Bidder 8 of 9	Stiles General Contractors, LLC El Paso, TX Bidder 9 of 9
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Group 5 - Northeast

Item No.	Park / Facility	Address	Minimum Annual Quantity	Maximum Annual 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	Nations Tobin, incl. pool enclosure	8831 Railroad Dr.	22	32	\$ 1,200.00	\$ 38,400.00	\$ 115,200.00	\$ 625.00	\$ 20,000.00	\$ 60,000.00	\$ 1,111.91	\$ 35,580.99	\$ 106,742.96	\$ 666.01	\$ 21,312.32	\$ 63,936.96
2	Veterans	5301 Salem Dr	22	32	\$ 1,200.00	\$ 38,400.00	\$ 115,200.00	\$ 700.00	\$ 22,400.00	\$ 67,200.00	\$ 1,199.69	\$ 38,390.01	\$ 115,170.04	\$ 846.26	\$ 27,080.32	\$ 81,240.96
3	North Desert	10505 Hidden Pond St.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 35.00	\$ 1,120.00	\$ 3,360.00	\$ 21.07	\$ 674.17	\$ 2,022.50	\$ 29.18	\$ 933.76	\$ 2,801.28
4	Chuck Heinrich	10899 Officer Andrew Barcena	22	32	\$ 600.00	\$ 19,200.00	\$ 57,600.00	\$ 315.00	\$ 10,080.00	\$ 30,240.00	\$ 504.75	\$ 16,151.90	\$ 48,455.69	\$ 367.68	\$ 11,765.76	\$ 35,297.28
5	Sandstone Ranch	Marcus Uribe & North View	22	32	\$ 160.00	\$ 5,120.00	\$ 15,360.00	\$ 90.00	\$ 2,880.00	\$ 8,640.00	\$ 117.04	\$ 3,745.37	\$ 11,236.10	\$ 116.73	\$ 3,735.36	\$ 11,206.08
6	Sandstone Ranch Estates	5401 Marcus Uribe	22	32	\$ 160.00	\$ 5,120.00	\$ 15,360.00	\$ 85.00	\$ 2,720.00	\$ 8,160.00	\$ 117.04	\$ 3,745.37	\$ 11,236.10	\$ 105.05	\$ 3,361.60	\$ 10,084.80
7	Joey Barraza and Vino Memorial	11270 McCombs	22	32	\$ 800.00	\$ 25,600.00	\$ 76,800.00	\$ 350.00	\$ 11,200.00	\$ 33,600.00	\$ 526.69	\$ 16,854.15	\$ 50,562.46	\$ 426.05	\$ 13,633.60	\$ 40,900.80
8	Redstone Village	5910 Redstone Rim Dr.	22	32	\$ 80.00	\$ 2,560.00	\$ 7,680.00	\$ 35.00	\$ 1,120.00	\$ 3,360.00	\$ 48.28	\$ 1,544.96	\$ 4,634.89	\$ 33.85	\$ 1,083.20	\$ 3,249.60
9	White Mesquite	6940 Copper Town	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 35.00	\$ 1,120.00	\$ 3,360.00	\$ 30.14	\$ 964.43	\$ 2,893.30	\$ 33.85	\$ 1,083.20	\$ 3,249.60
10	Futureland	12171 O'Donnel St.	22	32	\$ 40.00	\$ 1,280.00	\$ 3,840.00	\$ 30.00	\$ 960.00	\$ 2,880.00	\$ 4.68	\$ 149.81	\$ 449.44	\$ 33.85	\$ 1,083.20	\$ 3,249.60
11	Wellington Chew Senior Center	4430 Maxwell Ave.	22	32	\$ 60.00	\$ 1,920.00	\$ 5,760.00	\$ 30.00	\$ 960.00	\$ 2,880.00	\$ 43.89	\$ 1,404.51	\$ 4,213.54	\$ 60.00	\$ 1,920.00	\$ 5,760.00
12	Hidden Crown	10620 Hidden Crown Pl.	22	32	\$ 60.00	\$ 1,920.00	\$ 5,760.00	\$ 75.00	\$ 2,400.00	\$ 7,200.00	\$ 33.65	\$ 1,076.79	\$ 3,230.38	\$ 50.00	\$ 1,600.00	\$ 4,800.00
Group 5 Total						\$ 142,080.00	\$ 426,240.00		\$ 76,960.00	\$ 230,880.00		\$ 120,282.46	\$ 360,847.39		\$ 88,592.32	\$ 265,776.96
Grand Total (Group 1-5)						\$ 1,489,280.00	\$ 4,467,840.00		\$ 602,560.00	\$ 1,807,680.00		\$ 864,000.04	\$ 2,592,000.11		\$ 624,656.54	\$ 1,873,969.63

OPTION TO EXTEND THE TERM OF THE AGREEMENT

THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.

BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:

TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)

X

X

X

NO OPTION OFFERED

X

AMENDMENTS ACKNOWLEDGED:

YES

YES

YES

YES

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

2023-0570 Grounds Maintenance Mowing Parks View list

	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	ConstructConnect	Cincinnati	OH
2	Construction Reporter	Albuquerque	NM
3	G.R.A.C.E. Construction	El Paso	TX
4	GrayMar Environmental Services Inc	El Paso	TX
5	In.Tune & Associates Inc.	El Paso	TX
6	MONEYLINEZ 915 LLC	El Paso	TX
7	Rio Seco Ag and Supply	Clint	TX
8	Sagan Commercial Roofing LLC	Fabens	TX
9	Sun City Kettle LLC	El Paso	TX
10	The PlanIt Room	El Paso	TX
11	300 EXTERMINATOR TERMITE AND PEST CONTROL, LLC	El Paso	TX
12	Mean Clean LLC	El Paso	TX
13	Stiles General Contractors LLC	El Paso	TX
14	Delta Pest Control & Lawn Service (Delta Unlimited LLC)	El Paso	TX
15	Abescape Landscaping, LLC	El Paso	TX
16	Bright Growing Landscape and Maintenance (Guma Services, LLC)	Canutillo	TX
17	MG Evergreen LLC	EL PASO	TX
18	A.R.E. Landscape Management	Socorro	TX
19	PACIFIC OUTDOOR LIVING	Sun Valley	CA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name

Alex Gonzalez

Business Name

MG Evergreen LLC

Agenda Item Type

Relevant Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.


☒ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:  Date: 3/1/2024



Legislation Text

File #: 24-338, 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: 7.5 - Set One Standard for Infrastructure Across the City.

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 2024-0108 Plymovent Vehicle Exhaust Extraction System to Air Cleaning Technologies, Inc. the sole and authorized distributor for an initial term of three (3) years for an estimated amount of \$300,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the servicing of Plymovent Extraction Services across the City at various Fire Stations.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$250,001.01 for the initial term, which represents a 500.01% increase due to an increase in the annual budgeted amount to cover the increase in prices for parts and service.

Department:	Streets and Maintenance
Award to:	Air Cleaning Technologies, Inc
City & State:	Broken Arrow, OK
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$100,000.00
Initial Term Estimated Award:	\$300,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$300,000.00
Account(s):	532 - 1000 - 522260 - 31040 - P3120

Funding Source(s):	General Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Air Cleaning 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: March 12, 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 (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.5 – Set One Standard for Infrastructure Across the City

SUBJECT:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0108 Plymovent Vehicle Exhaust Extraction System to Air Cleaning Technologies, Inc. the sole and authorized distributor for an initial term of three (3) years for an estimated amount of \$300,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

This contract will allow the servicing of Plymovent Extraction Services across the City at various Fire Stations for vehicles.

SELECTION SUMMARY:

General Exemption under Texas Local Government Code Section 252.022 Part 7 (D) captive replacement parts or components for equipment. Air Cleaning Technologies, Inc. is the sole and authorized distributor and service provider for Plymovent Vehicle Exhaust Extraction System.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$250,001.01 for the initial term, which represents a 500.01% increase due to an increase in the annual budgeted amount to cover the increase in prices for parts and service.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$300,000.00

Funding Source: General Fund

Account: 532 – 1000 – 522260 – 31040 – P3120

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ___ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Richard J. Bristol, Streets and Maintenance Director

Project Form
Non-Competitive

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

Please place the following item on the Regular Agenda for the City Council Meeting of March 12, 2024

Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection: 7.5 – Set One Standard for Infrastructure Across the City

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0108 Plymovent Vehicle Exhaust Extraction System to Air Cleaning Technologies, Inc. the sole and authorized distributor for an initial term of three (3) years for an estimated amount of \$300,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the servicing of Plymovent Extraction Services across the City at various Fire Stations.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$250,001.01 for the initial term, which represents a 500.01% increase due to an increase in the annual budgeted amount to cover the increase in prices for parts and service.

Department:	Streets and Maintenance
Award to:	Air Cleaning Technologies, Inc
City & State:	Broken Arrow, OK
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$100,000.00
Initial Term Estimated Award:	\$300,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$300,000.00
Account(s):	532 – 1000 – 522260 – 31040 – P3120
Funding Source(s):	General Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Air Cleaning 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.



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

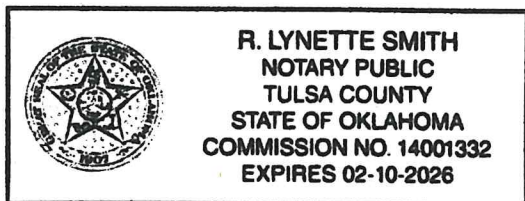
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Patrick Smith. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Air Cleaning Technologies, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Plymovent Vehicle Exhaust Extraction Systems
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature

SUBSCRIBED AND SWORN to before me on this 12th day of July, 2023



R. Lynette Smith
NOTARY PUBLIC

R. Lynette Smith
PRINTED NAME

February 10, 2026
MY COMMISSION EXPIRES

COMPANY NAME: Air Cleaning Technologies, Inc.

ADDRESS, CITY, STATE & ZIP CODE 1300 West Detroit Street Broken Arrow, OK 74012

PHONE: 918-251-8000 / 800-351-1858 FAX NUMBER: 918-251-4977

CONTACT NAME AND TITLE: Patrick Smith, Executive Vice President

WEB ADDRESS: www.aircleaningtech.com EMAIL: psmith@aircleaningtech.com

FEDERAL TAX ID NUMBER: 73-1250516 TEXAS SALES TAX NUMBER: 1-73-1250516-1

January 1, 2023

To Whom It May Concern,

The purpose of this letter is to confirm that Air Cleaning Technologies, Inc. is the exclusive dealer of Plymovent vehicle exhaust extraction systems in the states of Arkansas (fire and vex), Oklahoma (fire and vex), Texas (fire). As the only Plymovent dealer in these territories, Air Cleaning Technologies, Inc. is in good standing and has the exclusive rights to sell, install and service our vehicle exhaust extraction systems.

Since 1975, Plymovent has created products that provide a safe and healthy work environment. Together with our nationwide dealer network, Plymovent continuously strives to design and engineer products that meet or exceed our customers' expectations and needs.

If you have any questions, please do not hesitate to contact me.

Kindest regards,
PLYMOVENT CORP.



Brad Pitzl
President/General Manager

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Patrick Smith
Business Name	Air Cleaning Technologies, Inc.
Agenda Item Type	N/A
Relevant Department	N/A

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: _____

[Handwritten Signature]

Date: _____

02/27/2024



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-351, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

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

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.

Discussion and action on the award of Task Order 1J-1 for Solicitation 2022-0678, Health Department Relocation Railroad project to Jordan Foster Construction LLC. for a total estimated award of \$6,763,276.00.

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

AGENDA DATE: March 12, 2024

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860
Katherine N. Cote, Managing Director of Purchasing & Strategic Sourcing,
(915) 212-1092

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL: No. 8 – Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.1 Deliver prevention, intervention and mobilization services to promote a healthy.
Productive and safe community

SUBJECT:

Discussion and action on the award of Task Order 1J-1 for solicitation 2022-0678, Health Department Relocation Railroad project to Jordan Foster Construction LLC. for a total estimated award of \$6,763,276.00

BACKGROUND / DISCUSSION:

On October 11, 2022 Council approved the award of Solicitation 2022-0678 Job Order Contracting and Facilities Construction to Veliz Company, LLC dba Veliz Construction, Keystone GC, LLC and Jordan Foster Construction LLC. Work under these contracts is performed via task orders with task orders exceeding **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** requiring Council approval. The task order for the Health Department Relocation Railroad project exceeds \$500,000 and therefore requires Council approval.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On October 11, 2022 the City of El Paso approved the award of Solicitation 2022-0678 Job Order Contracting and Facilities Construction to Veliz Company, LLC dba Veliz Construction, Keystone GC, LLC and Jordan Foster Construction LLC. For a term of two (2) years and three (3) one (1) year options. The length of each contract including the initial term plus options is five (5) years for an estimated total aggregate of \$20,000,000.00. The award of the contracts will allow to perform maintenance, repair, alteration, renovation, remediation, or minor construction for the City of El Paso facilities.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$6,763,276.00

Funding Source: ARPA Grant

Account: 190 – 4820 – 29090 – 580270 – G21CSLFRF

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement

SECONDARY DEPARTMENT: Health Department

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

DEPARTMENT HEAD:

Yvette Hernandez, P.E.,
City Engineer



CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: <u>1J-1</u>		DATE: <u>January 28, 2022</u>	<input type="checkbox"/> SCOPE CHANGE
PROJECT: <u>Job Order Contracting & Facilities Construction</u>	SOLICITATION # <u>2022-0678(J,K or V)</u>	<input checked="" type="checkbox"/> CONSTRUCTION CHANGE	
<u>Health Department Relocation Railroad</u>		Task # <u>1J-1</u>	
Original Contract Amount: \$ <u>6,763,276.00</u>	Contract Time to Substantial Completion <u>0</u>		
Net Change by previous Change Orders: \$ <u>-</u>	Total days added due to Change Orders and CQN's <u>0</u>		
Net Change by previous Construction Quantity Notices: <u>-</u>	Total days added for this Change Order <u>0</u>		
Amount of this Construction Change Order: \$ <u>-</u>	New Contract Time to Substantial Completion: <u>0</u>		
New Amended Contract Amount: <u>\$6,763,276.00</u>	Current Substantial Completion Due Date <u>1/0/1900</u>		
Change Order Percentage: <u>0.00%</u>			

CONTRACTOR NAME: Jordan Foster Construction LLC

Funding Source ARPA Grant

Please provide a detailed scope of work of the change order (see back for reason/justification):

Task order #1 will incorporate the construction documents into the Job Order Contracting & Facilities Construction Contract No. 2022-0678 dated 7/5/22 this task order does not change the overall contract. The task order will be issued for the scope of work listed in the project drawings dated 12/15/2023, technical specifications dated 12/15/2023, and addendum No.1 dated 2/2/24. The total amount of task order #1 will be \$6,763,276.00. The contractor must complete the work specified for the Base Bid (\$4,494,806.00), Alternative #1 (\$2,154,477.00), and Alternative #3 (\$113,993.00).

Builders Risk Insurance is required for this task order.

A separate Notice to Proceed will be issued upon approval of necessary Bonds and Insurance as required by the contract.

Contract time: 261 Consecutive calendar days for substantial completion and 30 additional calendar days for final completion for a total of 291 calendar days.

Drawing Reference: Construction drawings for the El Paso Health Department – Relocation Phase 1 - Railroad dated 12/15/2023

Specification Reference: Technical Specifications for the El Paso Health Department – Relocation Phase 1 - Railroad dated 12/15/2023

Additional Reference: Addendum No.1 dated February 2, 2024.

Unless specifically noted, this task order addresses all compensation for time and money, including all direct and indirect costs associated with this task order.

CALENDAR DAYS ADDED TO COMPLETION TIME: 0

*TOTAL CHANGE ORDER AMOUNT: \$ -

*Change Order will not change overall Contract Amount

CONTRACTOR: Jordan Foster Construction LLC.

I, Ashok Kamath of Jordan Foster Construction agree and accept the terms and conditions of this change order.

Signature: [Signature]

Date: 02/29/24

CITY OF EL PASO (OWNER)

I, Yvette Hernandez, P.E. of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: [Signature]

Date: 2/29/24

Yvette Hernandez, P.E.

EL PASO CITY - JOC PROJECT
El Paso Health Department Railroad Relocation Phase 1
PRELIMINARY ESTIMATE - Feb 2024

Project name	EP Health Department Railroad Relocation Phase 1 9566 Rail Road Drive El Paso TX 79924
Estimator	Commercial
Job size	19818 sqft
Project	Renovation
Notes	Base Bid Total \$4,494,806.00 Alternate 1 Total \$2,154,477.00 Alternate 2 Total \$75,228.00 Alternate 3 Total \$113,993.00 Total: \$6,763,276.00
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons

City of El Paso
will not proceed
with Alternate #2

Item	Description	Takeoff Qty	Total		Amount
			Unit Cost		
010000	Temporary Protection				
013223	Surveying				
n	1 GPRS Surveying	1.00	Isum	15,750.00 /Isum	15,750
n	1 PSI Surveying	1.00	Isum	16,800.00 /Isum	16,800
	Surveying				32,550
015405	Temporary Protection				
n	1 Chain Link Fence	1.00	Isum	18,690.00 /Isum	18,690
n	1 Temporary Wall	1.00	Isum	56,070.00 /Isum	56,070
	Temporary Protection				74,760
	Temporary Protection				107,310
020000	Existing Conditions				
024105	Selective Demolition				
n	1 Demolition Base Bid	1.00	Isum	79,525.95 /Isum	79,526
	Selective Demolition				79,526
	Existing Conditions				79,526
030000	Concrete				
033129	Concrete Pour Backs				
n	80 Plumbing Pour Backs/ Relocation of Stairs/Chain Link Fence Base Bid	1.00	Isum	13,239.06 /Isum	13,239
	Concrete Pour Backs				13,239
	Concrete				13,239
050000	Metals				
051223	Steel Framing				
n	1 Metal Deck Repairs Base Bid	1.00	Isum	37,380.00 /Isum	37,380
	Steel Framing				37,380
	Metals				37,380
060000	Woods & Plastics				
061001	Millwork				
n	1 Millwork Base Bid	1.00	Isum	61,962.02 /Isum	61,962
	Millwork				61,962
	Woods & Plastics				61,962
070000	Thermal & Moisture				

Item	Description	Takeoff Qty	Total		Amount
			Unit Cost		
071101	Waterproofing				
n	1 Joint Sealant	1.00	Isum	9,111.380 /Isum	9,111
n	1 Window Penetration Non Shrink Grout	1.00	Isum	7,008.75 /Isum	7,009
	Waterproofing				16,120
073113	Roofing				
n	40 Roof Patching	1.00	Isum	28,035.00 /Isum	28,035
	Roofing				28,035
	Thermal & Moisture				44,155
080000	Openings				
081173	Doors and Hardware				
n	1 Door Frames and Hardware Base Bid	1.00	Isum	103,262.25 /Isum	103,262
	Doors and Hardware				103,262
088101	Glass and GLazing				
n	1 Framing/Glass and Glazing Base Bid	1.00	Isum	236,332.22 /Isum	236,332
	Glass and GLazing				236,332
	Openings				339,594
090000	Finishes				
092116	Gypsum Wall Board				
n	20 Interior Stud Framing and Drywall Base Bid	1.00	Isum	324,551.850 /Isum	324,552
	Gypsum Wall Board				324,552
096519	Floorcoverings				
n	5 Flooring Base Bid	1.00	Isum	183,451.69 /Isum	183,452
	Floorcoverings				183,452
	Finishes				508,004
100000	Specialties				
101301	Specialties				
n	1 Interior Signage	1.00	Isum	5,326.65 /Isum	5,327
n	1 TV Brackets	5.00	each	327.076 /each	1,635
	Specialties				6,962
102819	Division 10				
n	35 Toilet Accessories Base Bid	1.00	Isum	4,527.650 /Isum	4,528
n	35 Toilet Partitions Base Bid	1.00	Isum	4,504.29 /Isum	4,504
	Division 10				9,032
104416	Fire Extinguishers				
n	72 Fire Extinguishers Base Bid	1.00	Isum	4,060.40 /Isum	4,060

Item	Description	Takeoff Qty	Total	
			Unit Cost	Amount
	Fire Extinguishers			4,060
	Specialties		20,054.37 /Isum	20,054
	1.00 Isum			
120000	Furnishings			
122101	Window Blinds			
n	30 Roller Shades	88.00 each	295,642 /each	26,016
	Window Blinds			26,016
	Furnishings			26,016
210000	Fire Suppression			
211313	Firesprinkler Systems			
n	1 Fire Suppresion Base Bid	1.00 Isum	50,873.25 /Isum	50,873
	Firesprinkler Systems			50,873
	Fire Suppression			50,873
220000	Plumbing			
220501	Plumbing			
n	1 Plumbing Base Bid	1.00 Isum	92,963.12 /Isum	92,963
	Plumbing			92,963
	Plumbing			92,963
230000	Mechanical			
230501	Mechanical			
n	1 Mechanical Base Bid	1.00 Isum	497,866.95 /Isum	497,867
	Mechanical			497,867
	Mechanical			497,867
260000	Mechanical, Electrical, and Plumbing			
260501	Mechanical, Electrical, and Plumbing			
n	1 Electrical Base Bid	1.00 Isum	939,725.75 /Isum	939,726
	Mechanical, Electrical, and Plumbing			939,726
	Mechanical, Electrical, and Plumbing			939,726

Estimate Totals

Description	Amount	Totals	Rate	Cost per Unit
Labor				
Material				
Subcontract	2,818,670			
Equipment				
Other				
	2,818,670	2,818,670		
Factor/Coefficient	1,127,468		40.000 %	
Building Permit				
P&P Bond	75,000			
Contingency	473,668		17.645 %	
	1,676,136	4,494,806		
Total		4,494,806		226.804 /sqft

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: _____



Legislation Text

File #: 24-188, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 1

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

Planning and Inspections, 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 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

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

AGENDA DATE: February 13, 2024
PUBLIC HEARING DATE: March 12, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 1

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

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

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-3 (Residential) to C-3 (Commercial) to allow for a food bank facility. City Plan Commission recommended 8-0 to approve the proposed rezoning on November 30, 2023. As of January 29, 2024, the Planning Division has received a phone call 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:

Philip Etiwe

ORDINANCE NO. _____

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.

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 Tract 1G, Laura E. Mundy Survey No. 238**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-3 (Residential)** to **C-3 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this ____ day of _____, 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. _____

HQ2023-1948-P&I | TRAN#508294
Rezoning Ordinance Full Lot No Conditions
RTA

CASE: PZRZ23-00029

EXHIBIT "A"

Prepared for: Susan Goodell
September 22, 2023

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion of Tract 1G, Laura E. Mundy Survey No. 238, 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 1/2" rebar with cap marked TX 2027 on the intersection of the southerly right of way line of Vinton Avenue with the westerly right of way line of U.S. Interstate Highway No. 10, Thence North 02°48'32" West a distance of 496.88 feet to a point on the intersection of the westerly right of way line of U.S. Interstate Highway No. 10 with the southerly line of Tract 1G, Laura E. Mundy Survey No. 238 for the **"TRUE POINT OF BEGINNING"**

Thence Leaving said right of way line, North 89°58'09" West a distance of 400.18 feet to a found 1/2" rebar with cap marked TX 5679 on the line of Tract 2G, Laura Mundy Survey No. 238 and Arroyo Seco;

Thence along said line, North 00°07'06" East a distance of 455.28 feet to a point from which a found 1/2" rebar with cap marked TX 5679 bears South 69°55'20" West a distance of 0.31 feet;

Thence along said line, South 73°34'00" West a distance of 104.68 feet to a point from which a found 1/2" rebar with cap marked TX 5679 bears North 68°25'22" West a distance of 0.31 feet;

Thence leaving said line North 00°04'30" East a distance of 531.11 feet to a set 1/2" rebar with cap marked TX 5152 on the common line of Tracts 1G & 1H, Laura E. Mundy Survey No. 238;

Thence along said line, South 89°54'37" East a distance of 500.20 feet to a set 1/2" rebar with cap marked TX 5152 on the westerly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line, South 00°04'30" West a distance of 956.20 feet to the **TRUE POINT OF BEGINNING** and containing 434,294 Square Feet or 9.97 acres of land more or less.

Note: A drawing of even date accompanies this description.


Ron R. Conde
R.P.L.S. No 5152



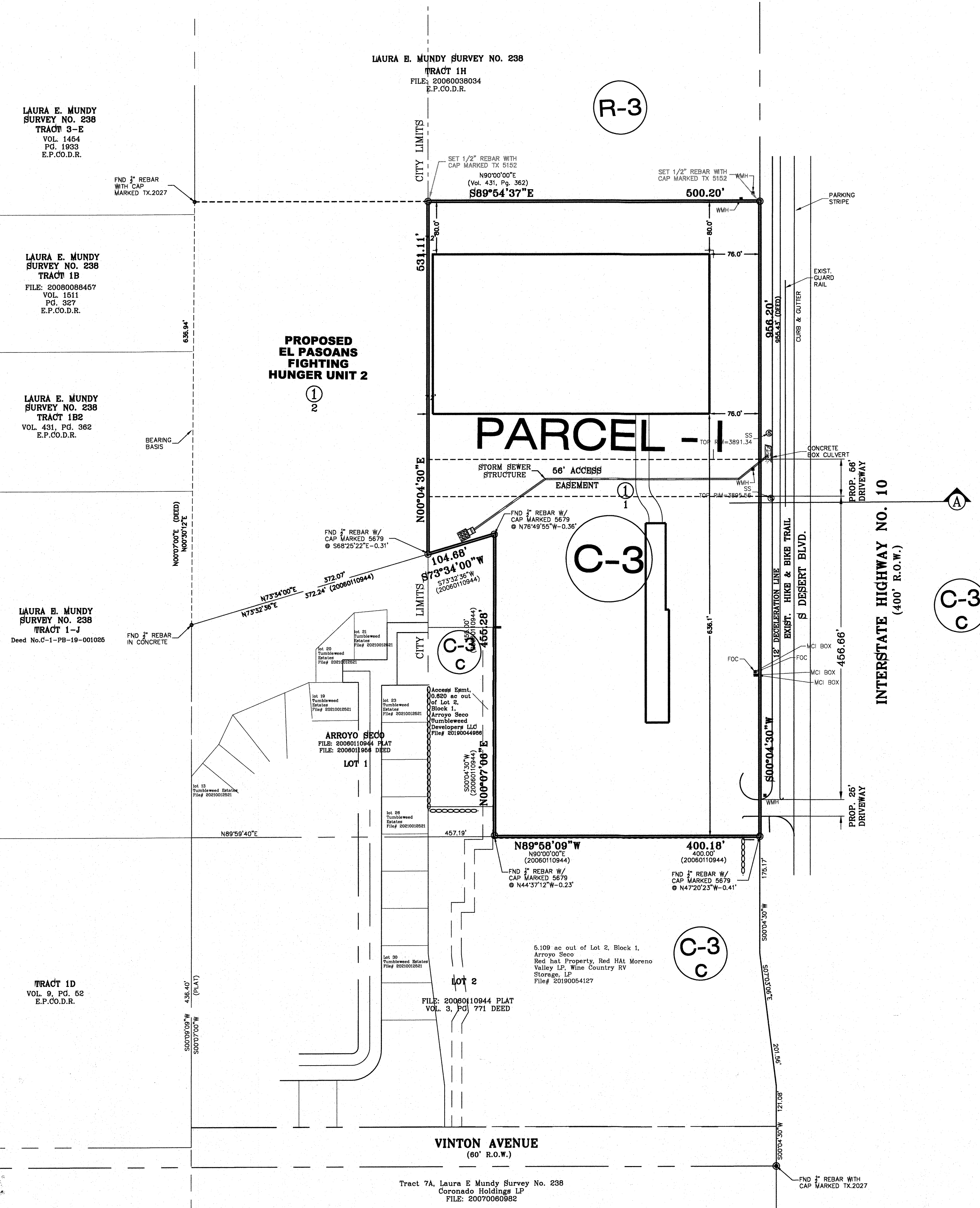
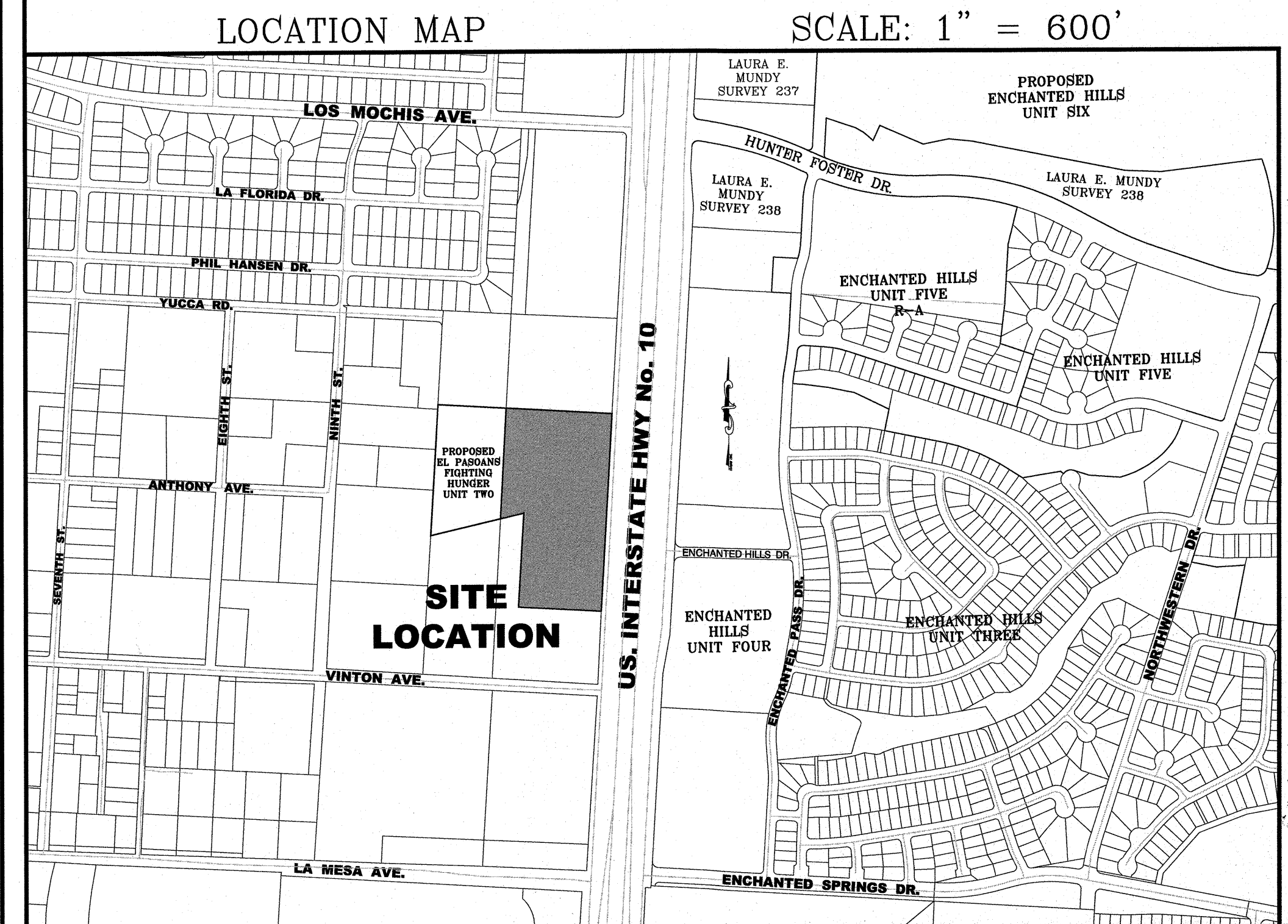
CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

1. SET 1/2" REBAR ON ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
2. A METES AND BOUNDS OF EVEN DATE ACCOMPANIES THIS SURVEY.

PLAT OF SURVEY

BEING TRACT 1G, LAURA E. MUNDY SURVEY NO. 238
CITY OF EL PASO, EL PASO COUNTY, TEXAS
Containing Approximately :9.97± Acres

SYMBOL LEGEND	
⊙	FOUND CONTROL POINT
⊕	SANITARY SEWER
⊕	FIBER OPTIC CABLE BOX
⊕	TRAFFIC SIGN
⊕	TELEPHONE BOX
⊕	WATER METER
⊕	ROCKWALL
⊕	DRAINAGE FLOW



GNZ



SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the commercial uses in the surrounding area and consistent with *Plan El Paso*, the City's Comprehensive Plan and the G-3, Post-War future land use designation.



DESCRIPTION OF REQUEST: The applicant is requesting to rezone from R-3 (Residential) to C-3 (Commercial) to allow for a food bank facility. The size of the property is 9.97 acres. The conceptual site plan shows a food bank facility and warehouse building on the property. Main access to the property is proposed from Desert South Boulevard.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is permitted by right in the C-3 (Commercial) zoning district in the commercial surrounding area along the U.S. Interstate Highway 10. To the north is a vacant lot zoned R-3 (Residential); to the south and east are self-storage facility, church, and U.S. Interstate Highway 10 zoned C-3 (Commercial) and; to the west is vacant, El Paso's 5 Miles Extraterritorial Jurisdiction (ETJ). The closest school is Canutillo Middle School located 1 mile away and the closest park is Westside Sport Complex located 1.27 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>Yes. The subject property is proposed to be developed into commercial 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>C-3 (Commercial) District: The purpose of these districts is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. The proposed C-3 (Commercial) zoning district will provide for the integration of commercial uses with adjacent C-3 (Commercial) zoning districts in the surrounding 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. The subject property has access to Desert South Boulevard, which is designated as a major arterial in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development.</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 plan, including land-use maps in those plans.</p>	<p>None. The proposed development is not within any historic districts or study area plan boundaries.</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.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve 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 7115 Desert South Blvd. to the south was rezoned from R-3 (Residential) to C-3 (Commercial) in 2018. Additionally, the property located at Desert North Blvd. to the northeast and east were rezoned from R-3 (Residential) to C-3 (Commercial) in 2022.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The area is in transition as is currently under development. It is expected to be developed into a commercial development along Interstate 10. The R-3 (Residential) zoning designation is no longer suitable for the property.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Desert South Boulevard which is designated as a major arterial 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 1.48 miles from the subject property on Northwestern Drive and Hoover 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 El Paso Central Business Association and Sunrise Civic Group, which were notified of the rezoning request by the applicant. As required, public notices were mailed to property owners within 300 feet on November 15, 2023. As of November 29, 2023, the Planning Division received a phone call in support of the request from the public.

RELATED APPLICATIONS: A Major Preliminary subdivision application (SUSU23-00077) approval was previously granted by the City Plan Commission on October 19, 2023 for a commercial subdivision, comprising of one 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:

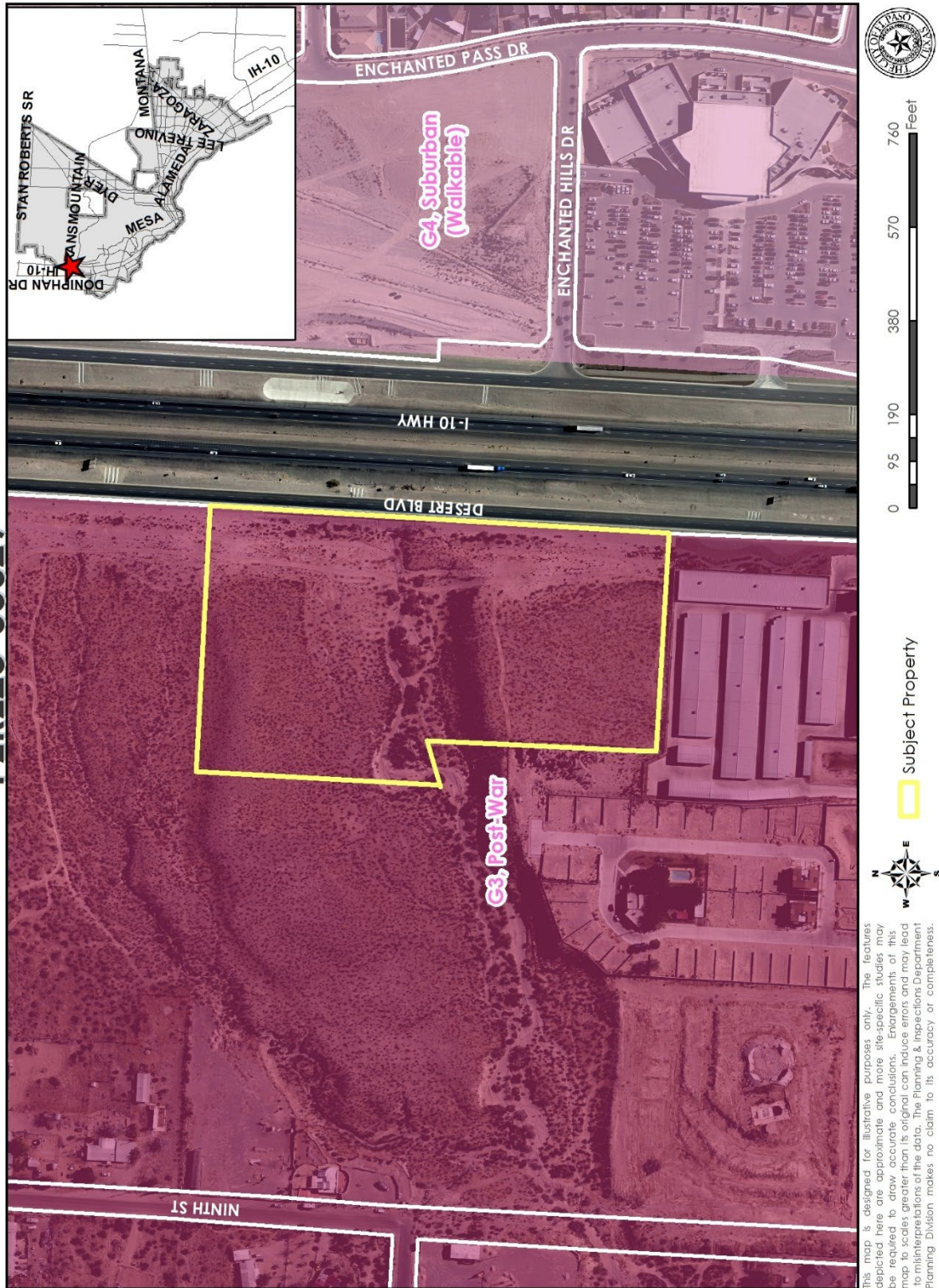
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
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:

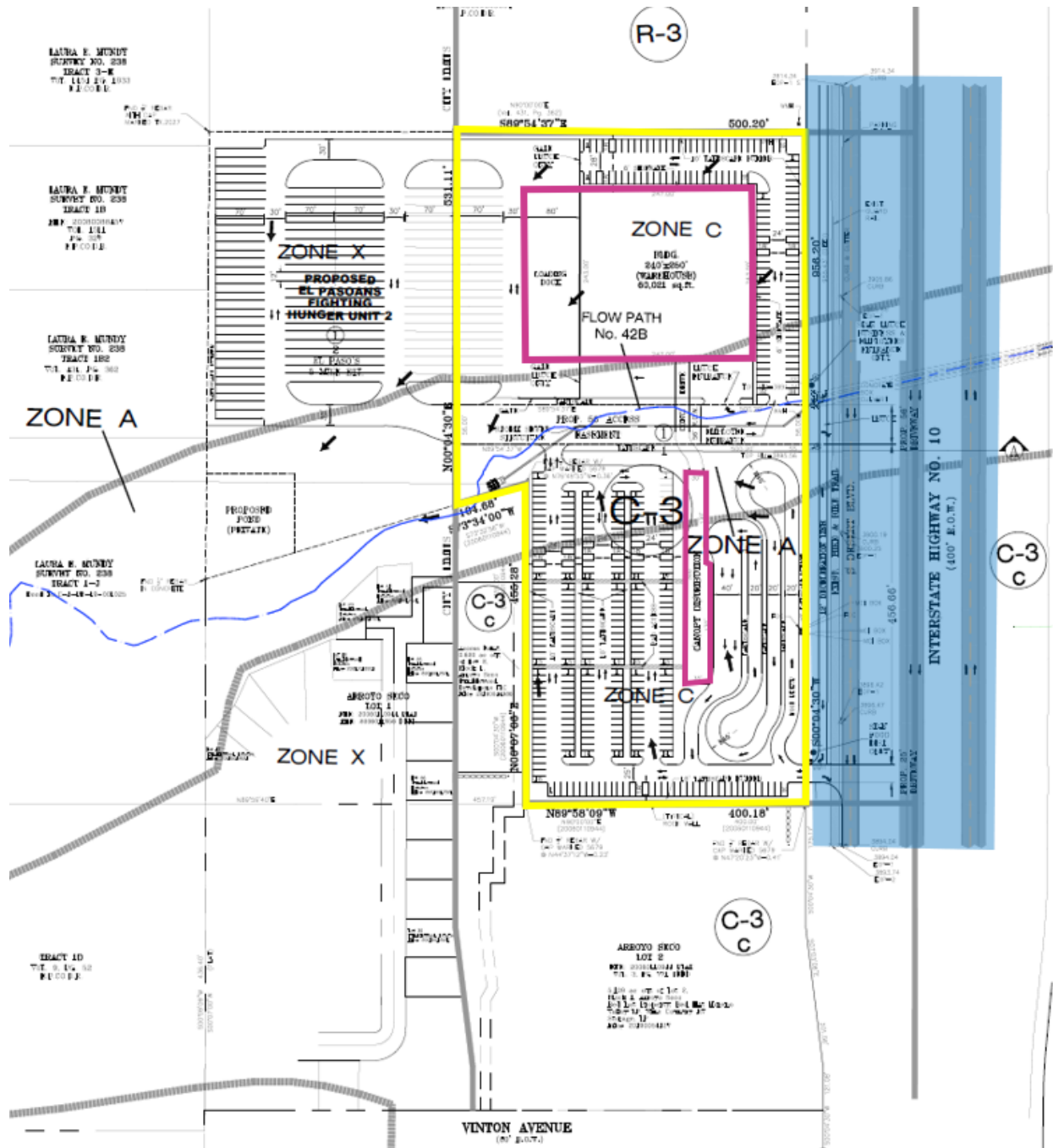
1. Future Land Use Map
2. Conceptual Site Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1

PZR23-00029



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 uses in the surrounding area and consistent with *Plan El Paso*, the City's Comprehensive Plan and the G-3, Post-War future land use designation.

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 permits, the project will need to comply with all applicable provisions of the IBC, Municipal Code, and TAS.

Planning and Inspections Department – Land Development

1. Label and specify if solid drainage arrows are existing or proposed. 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 course for historic flows.
2. Provide a drainage easement for a stormwater drainage system crossing through subdivision fully dimensioned by bearing and distance.
3. Provide FEMA LOMR number reference prior to recording the final plat.
4. TXDOT review and approval for proposed subdivision improvements is required.
5. Include the deceleration lane on the x section A-A (Existing and proposed),
6. Specify the merge of the deceleration lane and exiting hike and bike crossing.

Note: Comments will be addressed at the permitting stage.

Fire Department

No adverse comments.

Environment Services

Need an enclosure for a dumpster with enough room to allow clearance for a 30-foot-long truck.

Streets and Maintenance Department

- No objections to rezoning
- TIA was reviewed and approved to recommendations and conclusions.
- Propose deceleration lane, entrances and exits show details. How is this going to interact with existing bike and hike trail.
- ADA compliance on ramps and sidewalks
- Details from VO from landscape buffer

Note: Comments will be addressed at the permitting stage.

Texas Department of Transportation (TxDOT)

Requester needs to submit layout with dimensions of proposed driveways to existing driveways/intersections and resubmit to TxDOT for review.

Note: Comments will be addressed at the permitting stage.

Sun Metro

No comments received.

El Paso Water

EPWater does not object to this request.

The subject property is located within the City of El Paso Westside Impact Fee Service Area. Impact fees will be assessed at the time of plat and collected after the El Paso Water receives an application for water and/or sanitary sewer services.

The subject subdivision will be located within an Intermediate Pressure Zone. Private water pressure regulating devices will be required at the discharge side of each water meter. The Developer shall include in the sale of contract documents that the lot/home buyer shall acquire ownership of the above-described water pressure regulating devices to be located at the discharge side of the water meters. Additionally, the lot/home buyer shall be responsible for the operation and maintenance of the above-described privately-owned water pressure regulating devices.

Water:

There is an existing 16-inch diameter water main that extends a 30-foot PSB easement located west of and parallel to Desert South Blvd. This main is located approximately 20-feet west of and parallel to the western right-of-way of Desert South Blvd.

Sanitary Sewer:

There is an existing 15-inch diameter water main that extends along Desert South Blvd. This main is located approximately 5-feet east of and parallel to the western right-of-way of Desert South Blvd. Only a portion of this main is available for service and main extension.

General:

Desert South Blvd. is a Texas Department of Transportation (TxDOT) rights-of-way. All proposed water and sanitary sewer work to be performed within Desert South Blvd. right-of-way requires written permission from TxDOT.

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, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-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.

Stormwater:

1. Provide a conceptual Drainage Plan indicating existing and proposed major stormwater facilities as per Section 19.02.020 of the Municipal Code.
2. A 15' Drainage Easement shall cover the entire length of the proposed storm sewer conduit.
3. Ensure that all construction in these zones complies with Section 18.60 - Flood Damage Prevention of the current City Ordinances followed.
4. The proposed subdivision is located near a potential sediment flow source. At the improvement plan stage EPW-Stormwater requires the Engineer to account for sediment volume in all calculations used to size stormwater drainage structures to prevent sediment from clogging the proposed crossings. Provide enough access for mechanized maintenance equipment and vehicles.
5. The developer shall be responsible for the additional stormwater runoff generated by this development, and must ensure that the historic runoff volume, peak, and duration are maintained.
6. The difference between the historic and the developed runoff must be contained onsite. Any ponding areas shall have the capacity for a 100-yr. storm event.
7. At the improvement plan stage, provide protection to the subdivision from all offsite storm water runoff that may have an adverse impact on any improvements and convey the existing watercourse through the subdivision.

Note: Comments will be addressed at the permitting stage.

El Paso County 911 District

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

El Paso County Water Improvement District #1

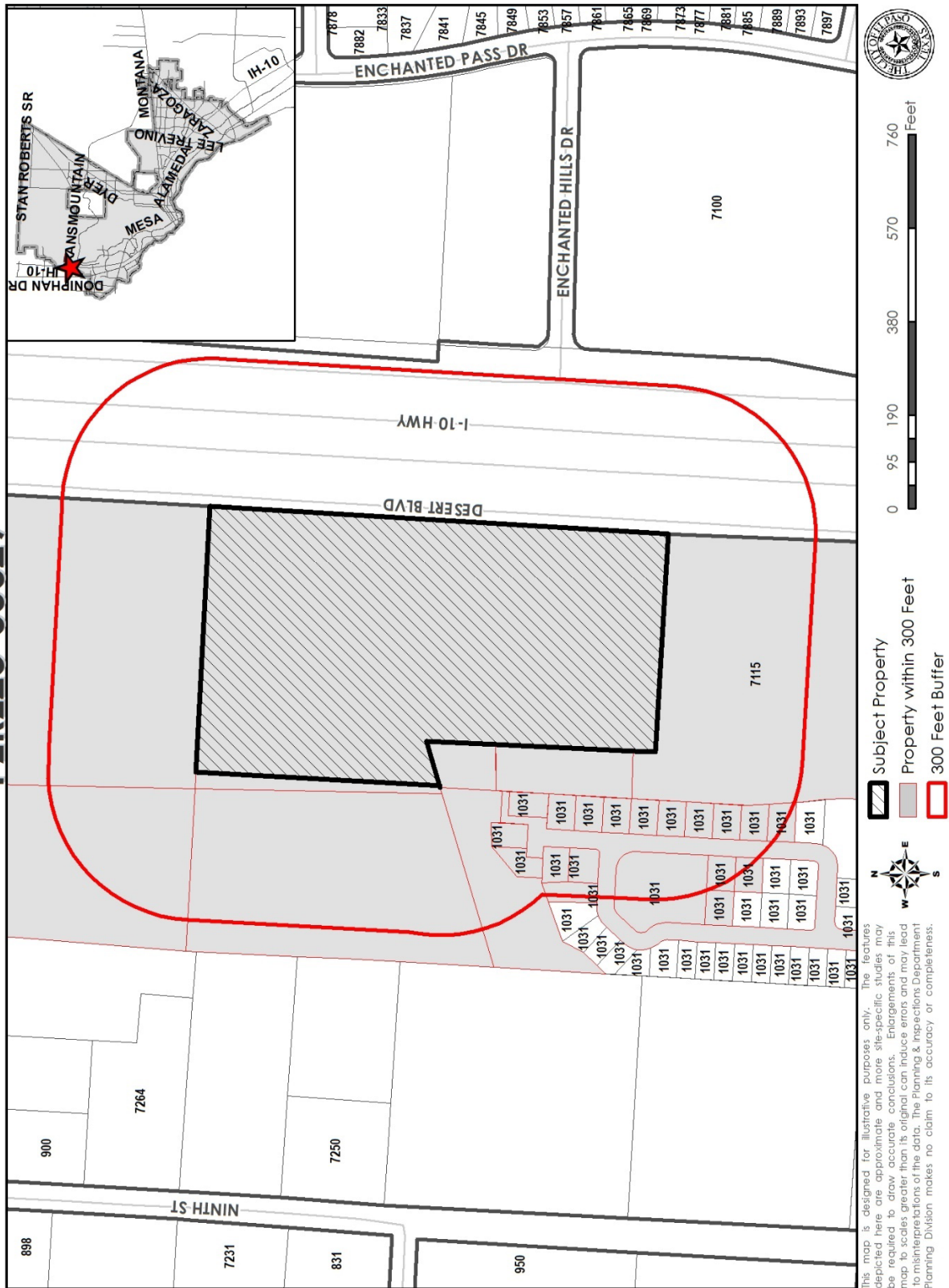
The item is not within the boundaries of EPCWID1.

Texas Gas Service

In reference to the existing lots at Desert South and Vinton Ave, Texas Gas Service does not have any objections.

ATTACHMENT 4

PZRZ23-00029





ITEM 33

Desert South Blvd. and North of Vinton Ave.

Rezoning

PZRZ23-00029

Strategic Goal 3.

Promote the Visual Image of
El Paso



PZRZ23-00029



Aerial

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



 Subject Property

0 95 190 380 570 760 Feet



PZRZ23-00029



Existing Zoning

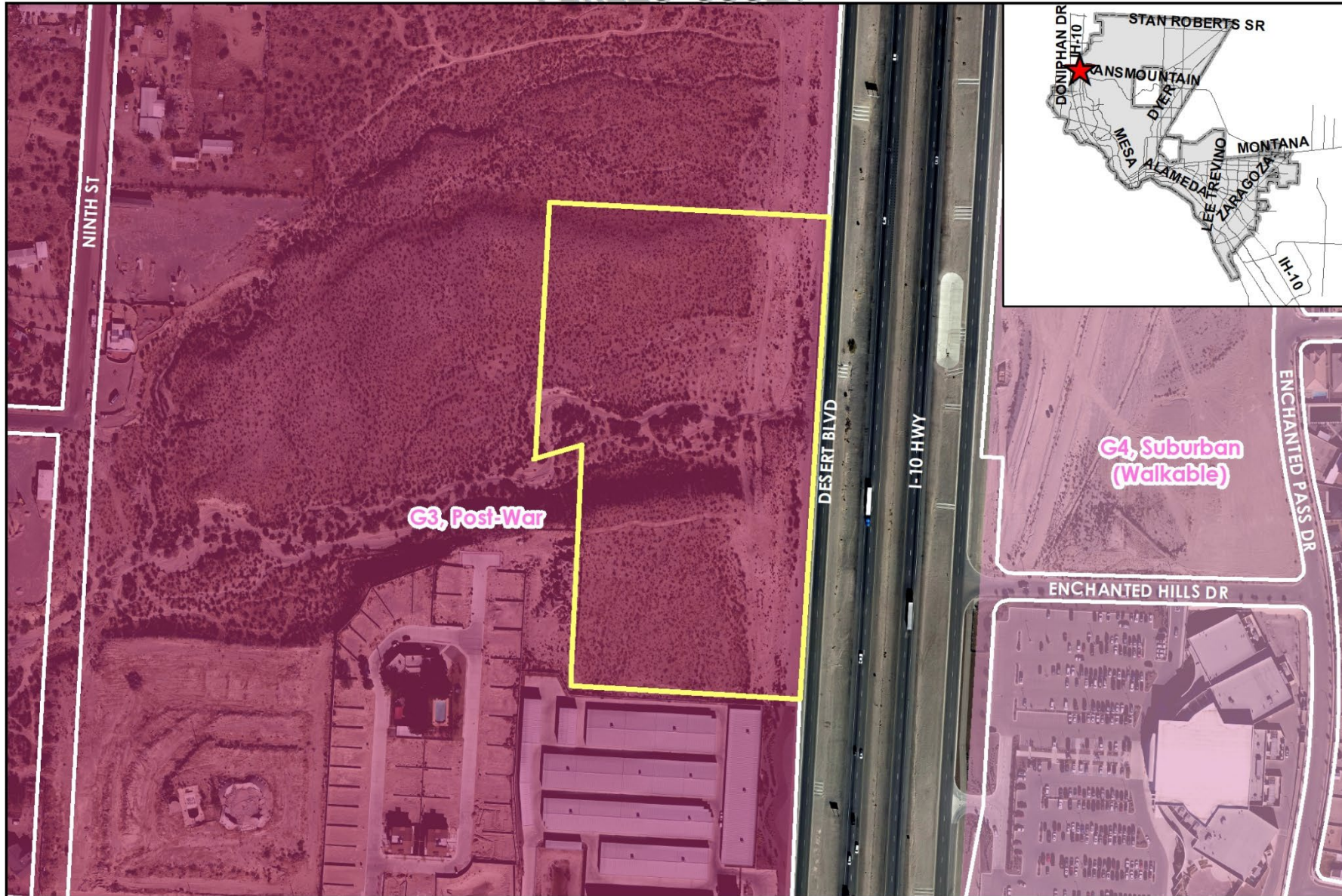
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The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



Subject Property

0 95 190 380 570 760 Feet





Future Land Use

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

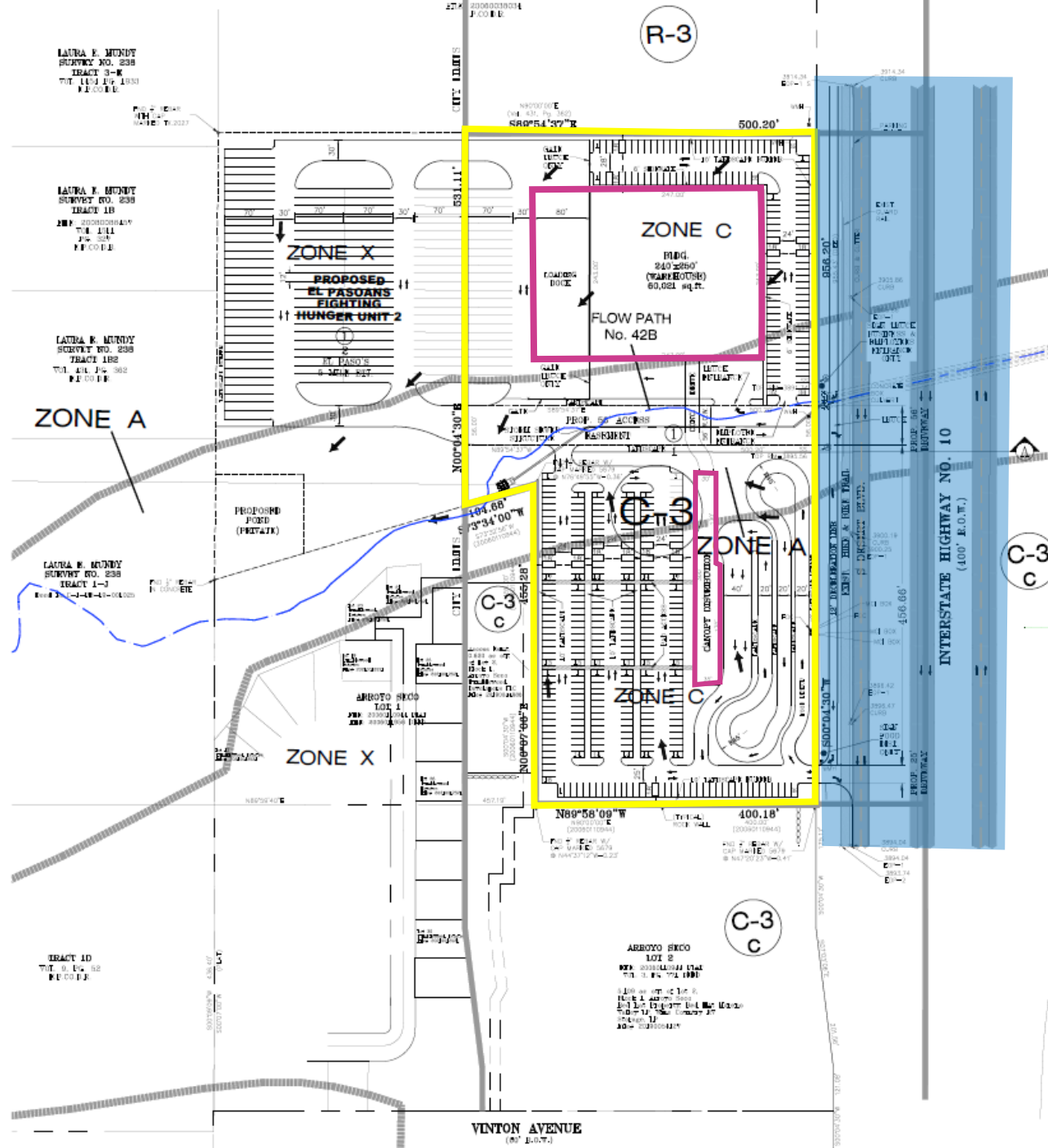


Subject Property

0 95 190 380 570 760 Feet



402





Subject Property

Surrounding Development



N



W

S



Public Input

- Notices were mailed to property owners within 300 feet on November 15, 2023.
- The Planning Division has received a phone call in support of the request.



Recommendation

- Staff and CPC recommend approval of the rezoning request.



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 24-200, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

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

Planning and Inspections, 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 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

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

AGENDA DATE: February 13, 2024
PUBLIC HEARING DATE: March 12, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

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 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

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-5/sp (Residential/special permit) to G-MU/sp (General Mixed Use/special permit) to allow for general mixed uses. Prior to the City Plan Commission hearing, there (3) community meetings were held, which resulted in various design iterations of the project addressing the public comments and concerns. On November 30, 2023, City Plan Commission recommended 8-0 to approve with conditions of the proposed rezoning. As of January 29, 2024, the Planning Division has received two letters via email in oppositions to the rezoning request (comments based on previous design proposal). Also, staff has received a letter in support of the rezoning request from the Val Verde Neighborhood Association. Five (5) people were present at the City Plan Commission hearing to express their support of the rezoning request in person and via Teams. 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 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.

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 F. Neve Survey No. 8, 4625 Delta Drive, City of El Paso, El Paso County, Texas*, and as more particularly described by metes and bounds on the attached Exhibit “A” be changed from **R-5/sp (Residential/special permit)** to **G-MU/sp (General Mixed Use/special permit)** and approving a Master Zoning Plan, as defined in Section 20.06.020, such land uses allowed as being reflected in the Master Zoning Plan attached as Exhibit “B” and the Master Zoning Report attached as Exhibit “C” incorporated herein for all purposes, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the change in intensity generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. *“That access to the subject property shall be limited to Delta Drive only.”*
2. *“That two-story structures shall be prohibited”*
3. *“That a six foot (6’) high combination masonry/wrought iron wall shall be installed along the property line abutting Barney Street.”*
4. *“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 fifteen feet (15’) on center along the property line abutting Barney Street. 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.”*
5. *“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 fifteen feet (15’) 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 Chapter 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

ATTEST:

Oscar Leeser
Mayor

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 & Inspections Department

EXHIBIT "A"

Prepared For: Enrique Mata
November 2, 2023

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of F. Neve Survey No. 8, 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 City Monument at the centerline of Sagrado Lane and Francis Street from which a found brass disk City Monument at Point of Intersection Sagrado Lane bears, North 88°55'03" East a distance of 292.00 Feet; Thence South 79°18'01" West a distance of 247.43 feet to a found 5/8" rebar on the intersection of the northerly right of way line of Delta Drive and the westerly line of El Manto Addition as recorded in clerks file no. 20160017013, Real Property Records of El Paso County, Texas, for the "TRUE POINT OF BEGINNING".

Thence along said right of way line, 286.58 feet along the arc of a curve to the right which has a radius of 1392.70 feet a central angle of 11°47'24" a chord which bears North 64°56'00" West a distance of 286.08 feet to a set chiseled x on concrete

Thence along said right of way line, North 59°02'00" West a distance of 258.40 feet to a set 1/2" rebar with cap marked TX 5152;

Thence leaving said right of way line, North 00°00'00" West a distance of 11.71 feet to a set chiseled x on concrete sidewalk on the southerly right of way line of Barney Street;

Thence along said right of way line, North 83°30'00" East a distance of 483.81 feet to a point;

Thence South 00°00'00" West a distance of 320.63 feet to the "TRUE POINT OF BEGINNING" and containing 85,083 square feet or 1.9532 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

PLAT OF SURVEY

A PARCEL OF LAND BEING A PORTION OF F. NEVE
SURVEY NO. 8, CITY OF EL PASO, EL PASO
COUNTY, TEXAS
CONTAINING: 85,083 SQUARE FEET OR 1.9532 ACRES



SCALE: 1"=50'

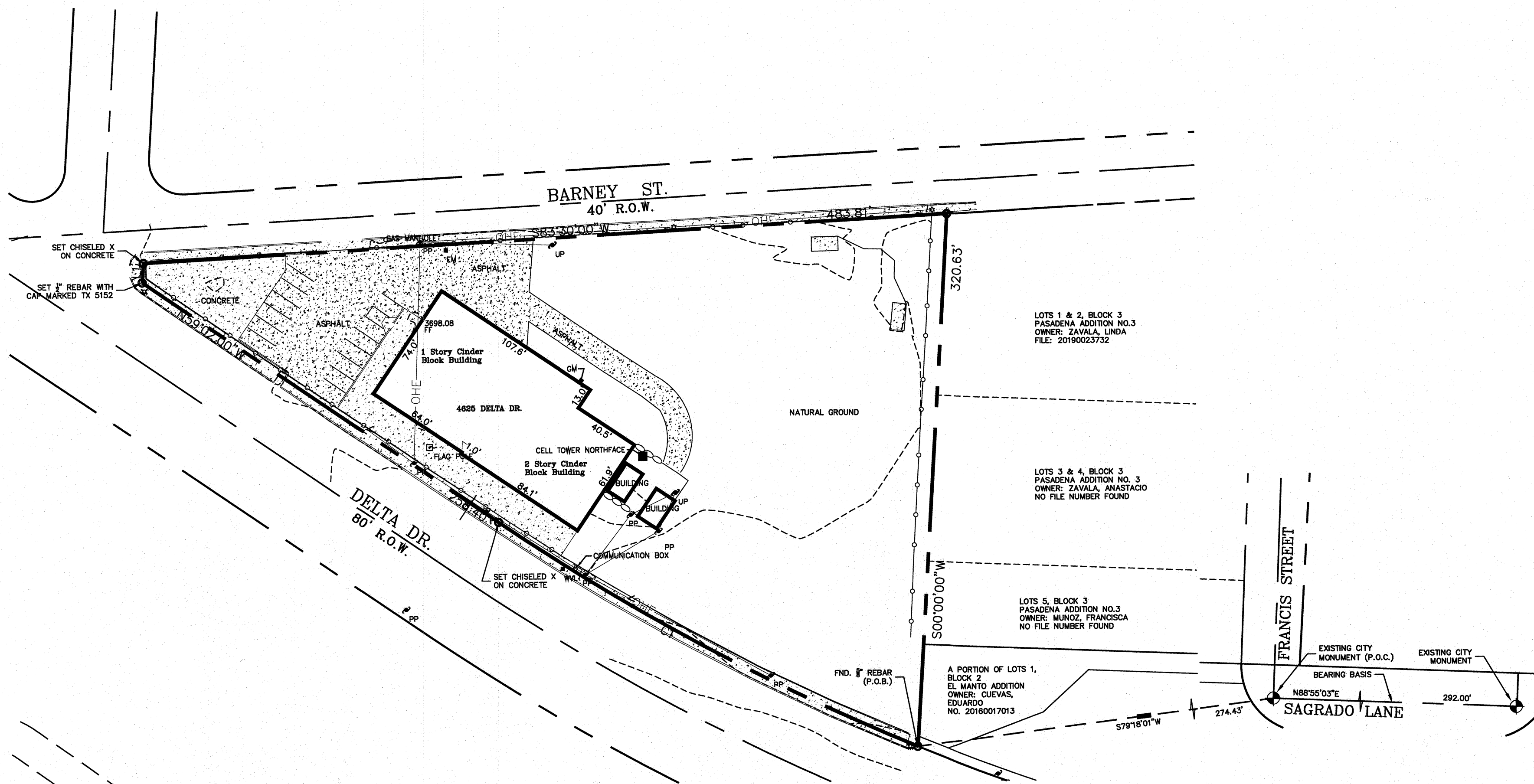
CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	1392.70'	286.58'	286.08'	N64°56'00"W
				11°47'24"

LINE TABLE		
LINE	LENGTH	BEARING
L1	11.71'	N00°00'00"E

SYMBOL LEGEND	
⊙	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊗	CALCULATED POINT (NOT SET)
⊙	SANITARY SEWER
☆	LIGHT POST
⊙	CLEAN OUT OR COM. BOX
⊙	POWER POLE
⊙	GUY WIRE
⊙	UTILITY POLE
⊙	WATER VAULT
⊙	GAS METER
⊙	FIRE HYDRANT
⊙	FLAG POLE

NOTES:

1. SET 1/2" REBARS WITH CAPS MARKED TX 5152 AT ALL CORNERS UNLESS OTHERWISE NOTED.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.



REVISED 11-2-23

CONDE INC.
ENGINEERING/ PLANNING/ LAND SURVEYING/ CADD
6080 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79905
PHONE (915) 592-0283, FAX (915) 592-0286, FIRM# 10078100



CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

R. R. Conde
RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

EXHIBIT "B"

4625 DELTA - MATA ESTATES
MASTER ZONING PLAN

BEING A PORTION OF F. NEVE SURVEY No. 8,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 1.9532± ACRES

SYMBOL LEGEND

●	FOUND CONTROL POINT
⊙	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊗	CALCULATED POINT (NOT SET)
⊕	SANITARY SEWER
☆	LIGHT POST
□	CLEAN OUT OR COM. BOX
⚡	POWER POLE
—	GUY WIRE
⚡	UTILITY POLE
⚡	WATER VAULT
⚡	GAS METER
⚡	FIRE HYDRANT
⚡	FLAG POLE
⚡	GTR GUTTER ELEVATION
—	EDGE OF PAVEMENT
→	= DRAINAGE FLOW

ACRES	PROPOSED ZONING	EXISTING ZONING
1.9532	GMU	R-5 SP

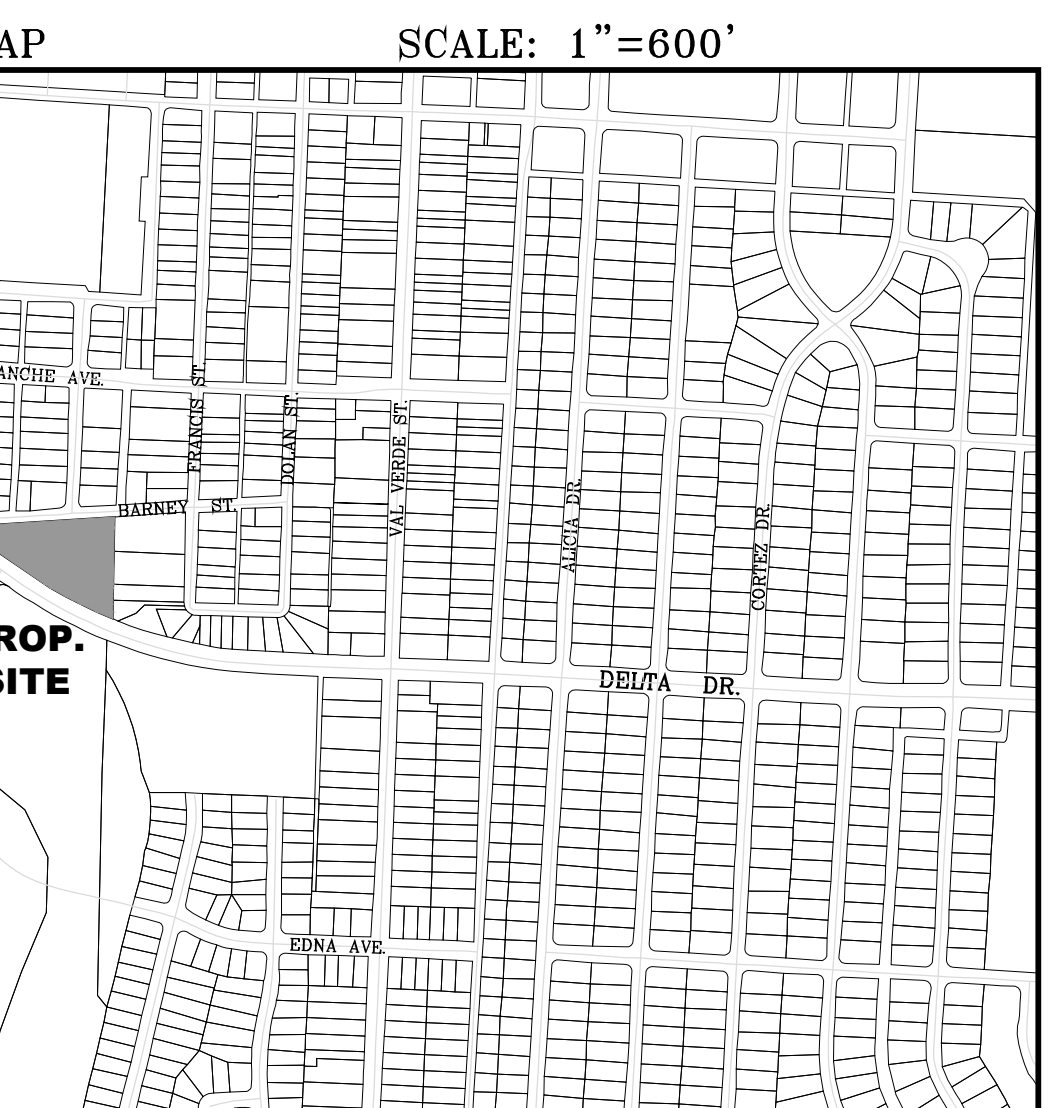
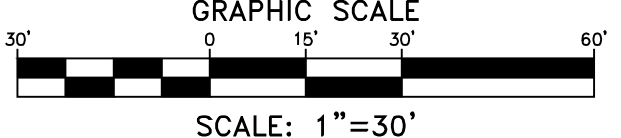
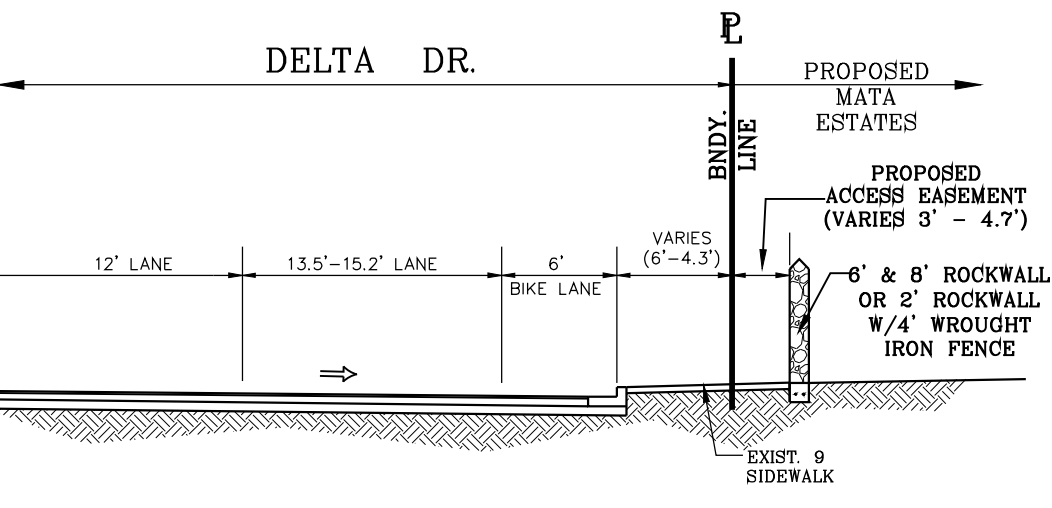
PROFESSIONAL OFFICE:
TOTAL PARCEL: 85,083.17 SQ. FT. ~ 1.9532 Ac.
TOTAL BUILDING: 10,507.00 SQ. FT.
MIN. PARKING REQUIRED BY CITY CODE: 576/GFA = 18
MAX. PARKING REQUIRED BY CITY CODE: 400/GFA = 26
PARKING EXISTING: 13
PARKING PROPOSED: 49
TOTAL PARKING: 62
BICYCLE PARKING REQUIRED: 3
HANDICAPPED PARKING REQUIRED: 2
HANDICAPPED PARKING AVAILABLE: 2
LANDSCAPE:
LANDSCAPING REQUIRED: 11,186.00 sf.
LANDSCAPING PROPOSED: 41,913.00 sf.

- PROPOSED LANDSCAPING
- EXISTING CONCRETE
- EXISTING BUILDING
- EXISTING PAVEMENT

NOTES:
1. CONDITION: 10' LANDSCAPE BUFFER
WITHIN THE PROPERTY NEXT TO THE
PROPOSED 6' & 8' ROCKWALL

LIST OF GMU USES

3.00 EDUCATIONAL
ART GALLERY
CHILD CARE FACILITY
LIBRARY/MUSEUM
YOUTH ORGANIZATION
4.00 OFFICE
OFFICES (BUSINESS, PROFESSIONAL)
STUDIO (DANCE/MUSIC/PHOTOGRAPHY)
17.00 TOWERS AND RELATED STRUCTURES
CELL TOWER (EXISTING PER SPECIAL PERMIT)- PLEASE NOTE, UPON LEASE MATURITY, THE CELL TOWER LEASE WILL NOT BE RENEWED.



CONDE INC.
6080 SURETY DR. SUITE 100
ENC. - YVONNE CONDE CURRY
SURVEYOR - RON R. CONDE
EL PASO, TEXAS 79905
PHONE # (915) 692-0283

OWNER/DEVELOPER
ENRIQUE MATA
1432 BELVIDERE ST.
EL PASO, TEXAS 79912
PHONE # (915) 692-0283

SCHOOL DISTRICT
EL PASO INDEPENDENT SCHOOL DISTRICT
6531 BOEING DRIVE

REVISED DATE: MARCH 15, 2023

CONDE, INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CADD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 692-0283
FAX: (915) 692-0286 FORM# 10078100

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MASTER ZONING PLAN
APPROVED BY CITY COUNCIL
1/30/2024

DATE
APPLICANT
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER



EXHIBIT “C”

MASTER ZONING PLAN

Mata Estates (4625 Delta Dr) - Master Zoning Plan Report for a General Mixed Use District

I. INTRODUCTION:

This is a 1.953 acre total planned general mixed use development project located at 4625 Delta Drive. This site abuts Residential units to the North, East and West, and Industrial areas to the South.

The proposed development includes Educational and Offices uses. The project is designed to create amenities within a walkable distance of the existing neighborhood Residential uses.

II. PURPOSE:

The purpose of the GMU district is to encourage and promote a mix of uses in a form attractive and harmonious to its surrounding communities.

This development meets the GMU purposes by providing mix of educational and office uses that will be well designed while encouraging a walkable and sustainable development.

III. CHARACTERISTICS:

This Rezoning Acreage: 1.953 acres

Density-maximum Floor Area ratio (FAR) of less than 1:4 = N/A

Maximum proposed total Floor Area: 20,000 SF

Max width of lot: 545 feet

Max depth of lot: 320 feet

Building setbacks:

Neighborhood Commercial/ Office:

Front Setback:	0'
Side Setback:	0'
Side street setback:	0'
Rear:	0'

Lot coverage -Building = 15%/ parking = 15%/ landscape =20% , vacant land = 50%

Maximum Building Height:

- Office/educational – 1 story max (20').

Buffers:

Educational/Office – opaque native landscaping along with:

1. 6' and 8' Perimeter Rockwall to be completed within 6 months of this MZP approval.
2. Buffer Landscaping to be completed within 6 months of this MZP approval.

Parking for Maximum Total Building (20,000)SF:

- Educational: Min = 475 /GFA = 42 spaces and Max= 330/GFA = 61 spaces.
- Current use - Office: Min = 576/GFA = 35 spaces and Max= 400/GFA = 50 spaces.
- Bicycle Parking- 3 minimum.

Open space/ landscape – 16,665 SF proposed.

IV. USES:

3.00 Educational

Art Gallery
Child Care Facility
Library/Museum
Youth Organization

4.00 Office

Offices (Business, Professional)
Studio (Dance/Music/Photography)

17.00 Towers and related structures

Cell tower (existing per Special Permit)- please note, upon lease maturity, the Cell Tower lease will not be renewed.

V. COMPREHENSIVE PLAN:

This development achieves the various goals under the following Comprehensive Plan's Major Titles:

- a. Transportation – Bicycle and pedestrian modes of transportation will be incorporated within and surrounding this development.
- b. Economic Development by providing the City a higher more diversified tax base development due to a mix of uses(educational and office uses) and its proximity to major Regional Commercial, Schools, and Residential neighborhoods.
- c. Land use & City Form by developing a multi-modal community by way of incorporating a mix of uses within a development that will not only compliment the surrounding community, but will be a major focus of that community by way of a unified architectural theme.
- d. Urban Design will be incorporated within a Sub-urban community by way of developing a mixed use development that will be sensitive to the neighborhoods it abuts while providing a more urban form based theme. Moreover, the mixed use development will accommodate and encourage educational and office uses that will include connected and uniform landscaping (landscaping will be meet or exceed what is required as per Title 18 of the El Paso Municipal Code, including trees and landscaping within the parkway area), pedestrian connectivity within the development as well as abutting by way of building placement near streets.

VI. PHASING:

- First phase will entail the redevelopment of the Educational and office uses to begin in early 2024. Please note, the perimeter Rockwall and site landscaping to be completed within 6 months of this MZP approval.

November 30, 2023

RE: Case Numbers - SUSU23-00091 and PZRZ23-00016

Dear CPC Commissioners:

The Val Verde Neighborhood Association (VVNA) is in support of the two applications submitted by Mr. Enrique Mata for the property located at 4625 Delta Drive (former Boys and Girls Club).

Our decision to support the owner(s) applications for this community landmark was in great part to their participation and willingness to hear the Val Verde residents' concerns during the VVNA membership meetings they attended over the course of a year. This resulted in a mutual agreement to allow them to grow their business while respecting the community's desire to preserve their quality of life, and not to disturb the character of the neighborhood.

VVNA has created a large resident-driven association, and we understand that change is inevitable. We appreciate that the City Plan Commission of El Paso recognizes and promotes the importance of an open dialog in a community that continues to process and navigate critical changes.

Please approve Mata Estates applications for a Major Combination basis (SUSU23-00091); and, their request to rezone the property from a Residential/Special permit (R-5/sp) to a General Mixed Use/special permit (G-MU/sp; PZRZ23-00016). We are hopeful that we can continue to work and act in good faith as respectful neighbors for the betterment of our community.

Respectfully submitted,

THE VAL VERDE NEIGHBORHOOD ASSOCIATION



February 8, 2024

**RE: Rezoning - 4625 Delta Drive, 79905 (former Boys & Girls Club of El Paso)
Case Numbers - SUSU23-00091 and PZRZ23-00016
Introduction - February 13 / Public Hearing - March 12**

TO: Honorable Mayor Leaser and City Council Representatives:

The Val Verde Neighborhood Association (VVNA) located in the 79905 zip code (District 2), is asking for your support to approve the above referenced rezoning applications submitted by owner, Mr. Enrique Mata. The existing building and property, located at 4625 Delta Drive, is currently zoned as residential with a special permit (R-5/sp).

VVNA has created a large resident-driven association, and we understand that change is inevitable. We also recognize that the possibility of this beloved landmark keeping its residential zoning diminishes with the continual changes impacting the Val Verde community. Mr. and Mrs. Enrique Mata, and Mr. Enrique Mata, Jr's participation and willingness to hear the Val Verde residents' concerns, during the many VVNA membership meetings (and phone calls) they attended over the course of a year, resulted in a mutual agreement to allow them to establish their business while respecting the community's desire to preserve its quality of life, and not to disturb the character of the neighborhood.

With all the current changes and issues affecting the Val Verde community (recent school closings, Modesto Park, BOTA, possible county coliseum closure, property rezoning(s), and the threat of imminent domain), we appreciate that the City Plan Commission of El Paso (CPC) recognizes and promotes the importance of an open dialog in a community that continues to process and navigate these critical changes. This collaborative effort was reflected by the unanimous vote to approve these two applications at the CPC hearing held on November 30, 2023.

Please approve The Mata Estates applications for a Major Combination basis (SUSU23-00091); and, their request to rezone the property from a Residential/Special Permit (R-5/sp) to a General Mixed Use/Special Permit (G-MU/sp; PZRZ23-00016). We intend to continue to work and act in good faith as respectful neighbors for the betterment of our community.

Respectfully submitted,

THE VAL VERDE NEIGHBORHOOD ASSOCIATION



4625 Delta Drive

City Plan Commission — November 30, 2023 **(REVISED)**



CASE NUMBER: PZRZ23-00016
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: Enrique Mata
REPRESENTATIVE: Conde, Inc.
LOCATION: 4625 Delta Dr. (District 2)
PROPERTY AREA: 1.95 acres
REQUEST: Rezone from R-5/sp (Residential/special permit) to A-O/sp (Apartment/Office/special permit)
RELATED APPLICATIONS: SUSU23-00091 – Major Combination
PUBLIC INPUT: Received two letters via email in opposition as of November 29, 2023

SUMMARY OF REQUEST: The applicant is requesting to rezone from R-5/sp (Residential/special permit) to G-MU/sp (General Mixed Use/special permit) to allow for general mixed uses.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The proposed zoning district is compatible with light manufacturing, apartment, and residential uses in the surrounding area and consistent with *Plan El Paso*, the City's Comprehensive Plan and the G-2, Traditional Neighborhood (Walkable) future land use designation. The following conditions are:

1. "That access to the subject property shall be limited to Delta Drive."
2. "That two-story structures or higher shall be prohibited"
3. "That a six foot (6') high combination masonry/wrought iron wall shall be installed along the property line abutting Barney Street."
4. "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 abutting Barney Street. 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."
5. "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."

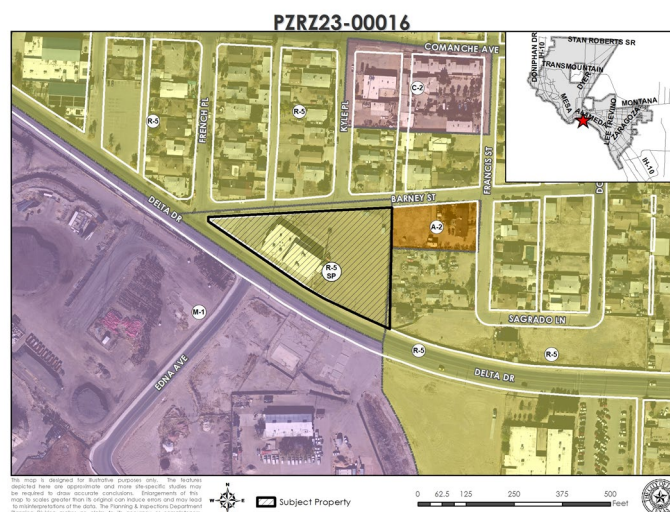


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from R-5/sp (Residential/special permit) to G-MU/sp (General Mixed Use/special permit) and approval of a Master Zoning Plan (MZP) to allow for a mix of uses. The size of the property is 1.95 acres, and the master zoning plan shows a vacant building of 10,507 square-feet, proposed to be converted to a professional office with other allowable uses proposed for the future, which include art gallery, child care facility, library, museum, youth organization, music/dance/photography studio, and cell tower. The development requires a maximum of twenty-six (26) parking spaces and three (3) bicycle spaces. The applicant is providing sixty-two (62) parking spaces and three (3) bicycle spaces. The master zoning plan demonstrates compliance with Title 18.46 of the Landscaping Ordinance and with Section 20.14.050.E which requires at least one (1) additional parking lot tree for every five (5) parking spaces in excess of maximum parking requirements. The proposed development also meets the drainage and parking requirements per City Code. Access to the subject property is provided from Delta Drive.

PREVIOUS CASE HISTORY: A previous proposal for rezoning to A-O (Apartment/Office) under a different owner was withdrawn prior to City Council.

In addition, the property was granted a special permit by City Council on February 24, 1998, to allow the existing ground mounted PWSF on the property, see attachment 5.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed professional office and the A-O (Apartment/Office) district are compatible with nearby R-5 (Residential) and A-2 (Apartment) zoning districts consisting of single-family dwellings, multi-family dwellings, and vacant to the north and east and M-1 (Light Manufacturing) zoning district consisting of El Paso Water Treatment Plant to the south and meet the established character of the G-2 Traditional Neighborhood (Walkable) area surrounding the subject property. The closest school is Silva Health Magnet High School located 0.65 miles away and the closest park is WWII Veterans of Company E Park located 0.15 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><u>G-2 Traditional Neighborhood (Walkable):</u> This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas.</p>	<p>Yes, the subject property and the proposed development meet the intent of the G-2 Traditional Neighborhood (Walkable) Future Land Use designation of Plan El Paso. The proposed development is adjacent to light manufacturing, apartment, and residential lots; and would thus contribute to the intent of the G-2 sector to have commercial uses integrated into residential areas.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p><u>G-MU (General Mixed Use):</u> The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments</p>	<p>Yes, the proposed zoning district is compatible with the adjacent R-5 (Residential), A-2 (Apartment), and M-1 (Light Manufacturing) zone district surrounding the property, which consist of vary from single-family dwellings, apartments, church, large contractor's yard, and the treatment plant.</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:	
requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district regulations permit flexibility and encourage more creative, efficient and aesthetically desirable design and placement of land uses.	
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. This is a corner lot between Delta Drive and Barney Street, located along a minor arterial and local street respectively. The classification of these roads is appropriate for the proposed development.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plan, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield, environmentally sensitive land, or arroyo disturbance.
Stability: Whether the area is stable or in transition.	None. The area is stable and the surrounding properties have not been rezoned in the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None. The proposed development is within an older, stable area of the city. The established neighborhood is comprised of single-family, apartment, and treatment plant uses. There have been no recent rezoning requests for this area.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Delta Drive and Barney Street, which are designated as a minor arterial and local street respectively. Access is proposed from Delta Drive. The classification of these roads is appropriate for the proposed development. The existing infrastructure and services are adequate to serve the proposed redevelopment. Sidewalks are consistently present around the subject property. The closest bus stop is along Comanche Avenue located 0.10 miles from the subject property.

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

PUBLIC COMMENT: The subject property is located within the boundaries of El Paso Central Business Association, Sunrise Civic Group, Val Verde Neighborhood Association, and Washington-Delta Neighborhood Association, which were notified of the rezoning request by the applicant. As required, public notices were mailed to property owners within 300 feet on November 15, 2023. As of November 29, 2023, the Planning Division received two (2) letters via email in opposition to the request from the public. Additionally, the applicant met on at least three different occasions with a several members of the neighborhood to discuss the proposal.

RELATED APPLICATIONS: There is a major combination subdivision application (SUSU23-00091) running concurrently with the current rezoning application proposing only one 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:

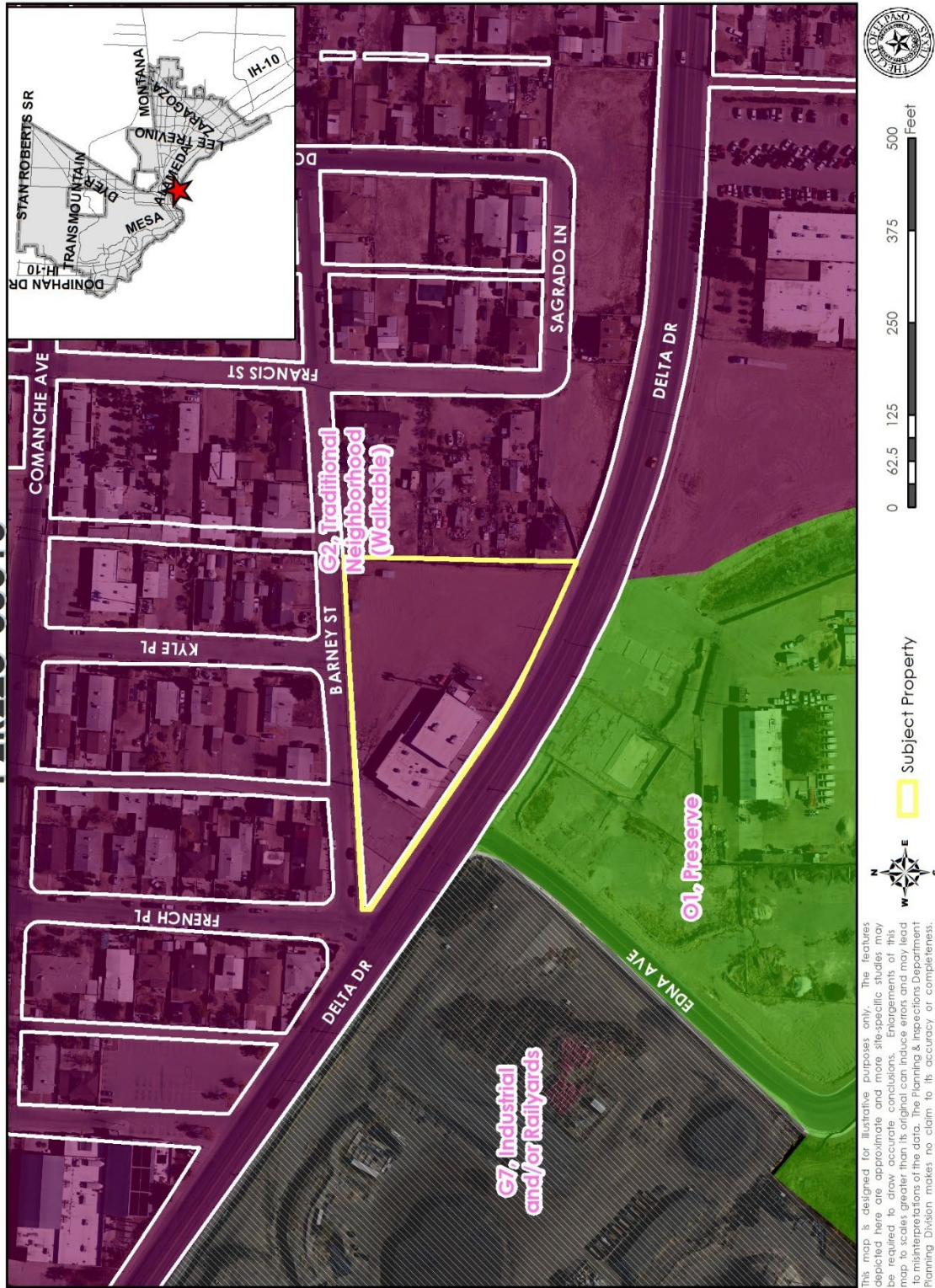
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval 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. Master Zoning Plan
3. Elevation
4. Master Zoning Plan Report
5. Special Permit 97-24
6. Department Comments
7. Neighborhood Notification Boundary Map
8. Letters in Opposition

ATTACHMENT 1

PZRZ23-00016



[illegible]

ATTACHMENT 3



ATTACHMENT 4

MASTER ZONING PLAN

Mata Estates (4625 Delta Dr) - Master Zoning Plan Report for a General Mixed Use District

I. INTRODUCTION:

This is a 1.953 acre total planned general mixed use development project located at 4625 Delta Drive. This site abuts Residential units to the North, East and West, and Industrial areas to the South.

The proposed development includes Educational and Offices uses. The project is designed to create amenities within a walkable distance of the existing neighborhood Residential uses.

II. PURPOSE:

The purpose of the GMU district is to encourage and promote a mix of uses in a form attractive and harmonious to its surrounding communities.

This development meets the GMU purposes by providing mix of educational and office uses that will be well designed while encouraging a walkable and sustainable development.

III. CHARACTERISTICS:

This Rezoning Acreage: 1.953 acres

Density-maximum Floor Area ratio (FAR) of less than 1:4 = N/A

Maximum proposed total Floor Area: 20,000 SF

Max width of lot: 545 feet

Max depth of lot: 320 feet

Building setbacks:

Neighborhood Commercial/ Office:

Front Setback:	0'
Side Setback:	0'
Side street setback:	0'
Rear:	0'

Lot coverage -Building = 15%/ parking = 15%/ landscape =20% , vacant land = 50%

Maximum Building Height:

- Office/educational – 1 story max (20').

Buffers:

Educational/Office – opaque native landscaping along with:

1. 6' and 8' Perimeter Rockwall to be completed within 6 months of this MZP approval.
2. Buffer Landscaping to be completed within 6 months of this MZP approval.

Parking for Maximum Total Building (20,000)SF:

- Educational: Min = 475 /GFA = 42 spaces and Max= 330/GFA = 61 spaces.
- Current use - Office: Min = 576/GFA = 35 spaces and Max= 400/GFA = 50 spaces.
- Bicycle Parking- 3 minimum.

Open space/ landscape – 16,665 SF proposed.

IV. USES:

3.00 Educational

Art Gallery
Child Care Facility
Library/Museum
Youth Organization

4.00 Office

Offices (Business, Professional)
Studio (Dance/Music/Photography)

17.00 Towers and related structures

Cell tower (existing per Special Permit)- please note, upon lease maturity, the Cell Tower lease will not be renewed.

V. COMPREHENSIVE PLAN:

This development achieves the various goals under the following Comprehensive Plan's Major Titles:

- a. Transportation – Bicycle and pedestrian modes of transportation will be incorporated within and surrounding this development.
- b. Economic Development by providing the City a higher more diversified tax base development due to a mix of uses(educational and office uses) and its proximity to major Regional Commercial, Schools, and Residential neighborhoods.
- c. Land use & City Form by developing a multi-modal community by way of incorporating a mix of uses within a development that will not only compliment the surrounding community, but will be a major focus of that community by way of a unified architectural theme.
- d. Urban Design will be incorporated within a Sub-urban community by way of developing a mixed use development that will be sensitive to the neighborhoods it abuts while providing a more urban form based theme. Moreover, the mixed use development will accommodate and encourage educational and office uses that will include connected and uniform landscaping (landscaping will be meet or exceed what is required as per Title 18 of the El Paso Municipal Code, including trees and landscaping within the parkway area), pedestrian connectivity within the development as well as abutting by way of building placement near streets.

VI. PHASING:

- First phase will entail the redevelopment of the Educational and office uses to begin in early 2024. Please note, the perimeter Rockwall and site landscaping to be completed within 6 months of this MZP approval.

ATTACHMENT 5

ORDINANCE NO. 013504

ORDINANCE GRANTING SPECIAL PERMIT NO. SP 97-24, TO ALLOW FOR A CELLULAR TELECOMMUNICATIONS ANTENNA (65' MONOPOLE) ON A PORTION OF F. NEVE SURVEY #8 (4652 BARNEY STREET) PURSUANT TO SECTION 20.14.040.U (ZONING) OF THE EL PASO MUNICIPAL CODE.

WHEREAS, **Cellular One** has applied for a Special Permit under Section 20.14.040.U of the El Paso Municipal Code, to allow for a cellular telecommunications antenna (65' monopole), and;

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

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

1. That the property described as follows is in an R-5 (Residential) District:

A portion of F. NEVE SURVEY #8, City and County of El Paso, Texas, as more particularly described in the attached and incorporated Exhibit "A", and municipally known and numbered as 4652 Barney Street; and

2. That a cellular telecommunications antenna (65' monopole) is authorized by Special Permit in R-5 (Residential) districts under Section 20.14.040.U of the El Paso Municipal Code; and

3. That the requirements for a cellular telecommunications antenna (65' monopole) under Section 20.14.040.U have been satisfied; and

4. That the City Council hereby grants a Special Permit under Section 20.14.040.U of the El Paso Municipal Code, to allow a cellular telecommunications antenna (65' monopole) on the above-described property; and

NANCE:prnc/52859/ZON/PLAY7

ORDINANCE 013504

1

11/14/97

79

5. That this Special Permit is issued subject to the development standards in the R-5 (Residential) district regulations and subject to the approved Site Development Plan, signed by the Applicant, the Mayor and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and

6. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued; and

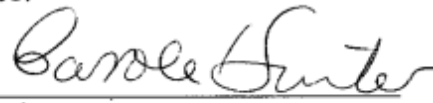
7. That if the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. SP 97-24 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases.

PASSED AND APPROVED this 24th day of February, 19 98.

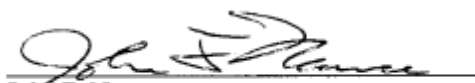
THE CITY OF EL PASO


Mayor


ATTEST:


City Clerk

APPROVED AS TO FORM:


John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:


Scott Stanfield
Dept. of Planning, Research & Development

NANCE:pnc\#52859\ZON\PLA\Y7

ORDINANCE 013504

2

11/14/97

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AGREEMENT

CELLULAR ONE, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Site Development Plan and in accordance with the standards identified in the R-5 (Residential) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 2nd day of December, 1997

CELLULAR ONE

By: [Signature]

Title: SITE ACQ MGR.

ACKNOWLEDGMENT

THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this 2nd day of December, 1997 by Joe Villarreal as Site Acq Mgr on behalf of CELLULAR ONE, as Applicant.

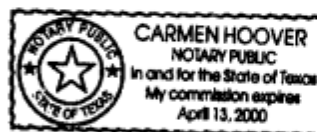
My Commission Expires:

[Signature]

Notary Public, State of Texas

Notary's Printed or Typed Name:

Special Permit #SP 97-24



NANCE;pmc/#52859/ZON/PLA/YD 013504

ORDINANCE _____

3

11/14/97

ATTACHMENT 6

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The proposed zoning district is compatible with light manufacturing, apartment, and residential uses in the surrounding area and consistent with *Plan El Paso*, the City's Comprehensive Plan and the G-2, Traditional Neighborhood (Walkable) future land use designation. The following conditions are:

1. *"That access to the subject property shall be limited to Delta Drive."*
2. *"That two-story structures shall be prohibited"*
3. *"That a six foot (6') high combination masonry/wrought iron wall shall be installed along the property line abutting Barney Street."*
4. *"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 fifteen feet (15') on center along the property line abutting Barney Street. 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."*
5. *"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 fifteen feet (15') 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 following items on Master Zoning Plan shall be addressed prior to City Council:

1. Relocate access easement to connect to Delta Drive.
2. Revise from "Proposed 10 feet Utility Easement" to "Existing 10 feet Overhead Electric Easement"

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 permits, the project will need to comply with all applicable provisions of the IBC, Municipal Code, and TAS.

Planning and Inspections Department – Land Development

No objections to proposed rezoning.

Fire Department

No adverse comments.

Environment Services

No comments received.

Streets and Maintenance Department

No objections to the proposed rezoning.

Texas Department of Transportation (TxDOT)

Proposed development is not abutting TxDOT right of way. Therefore, TxDOT has no comment.

Sun Metro

No comments received.

El Paso Water

El Paso Water (EPWU) does not object to this request.

Water:

There is an existing 4-inch diameter water main that extends along Barney Avenue., fronting the subject property. This main is located along the centerline of the right-of-way. This water main dead ends approximately 143-feet west of Kyle Street This water main is available for service.

There is an existing 12-inch diameter water main that extends along Delta Drive located approximately 13.5-feet south of the property. This water main is available for service.

Previous water pressure from fire hydrant #1028 located at the northeast corner of the intersection of French Place and Delta Drive., has yielded a static pressure of 100 psi, a residual pressure of 92 psi, and a discharge of 1,342 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.

EPWU records indicate one (1) 1-1/2-inch active water service serving the subject property. The address of this service is 4625 Delta Drive.

Sanitary Sewer:

There is an existing 15-inch diameter sanitary sewer main that extends along Barney Street fronting the subject property. This main is located north of the right-of-way centerline. This sanitary sewer main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Delta Drive. This main is located approximately 73-feet south of the property. This main is available for service.

There is an existing 12-inch diameter force main that extends along Delta Drive located approximately 15-feet south of the property. No direct service connections are allowed to this main.

General:

An application for water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater Engineering:

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding and encourage the use of nonstructural storm water management such as the preservation of greenspace and other conservation areas, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, Subparagraph A-2 & A-5.

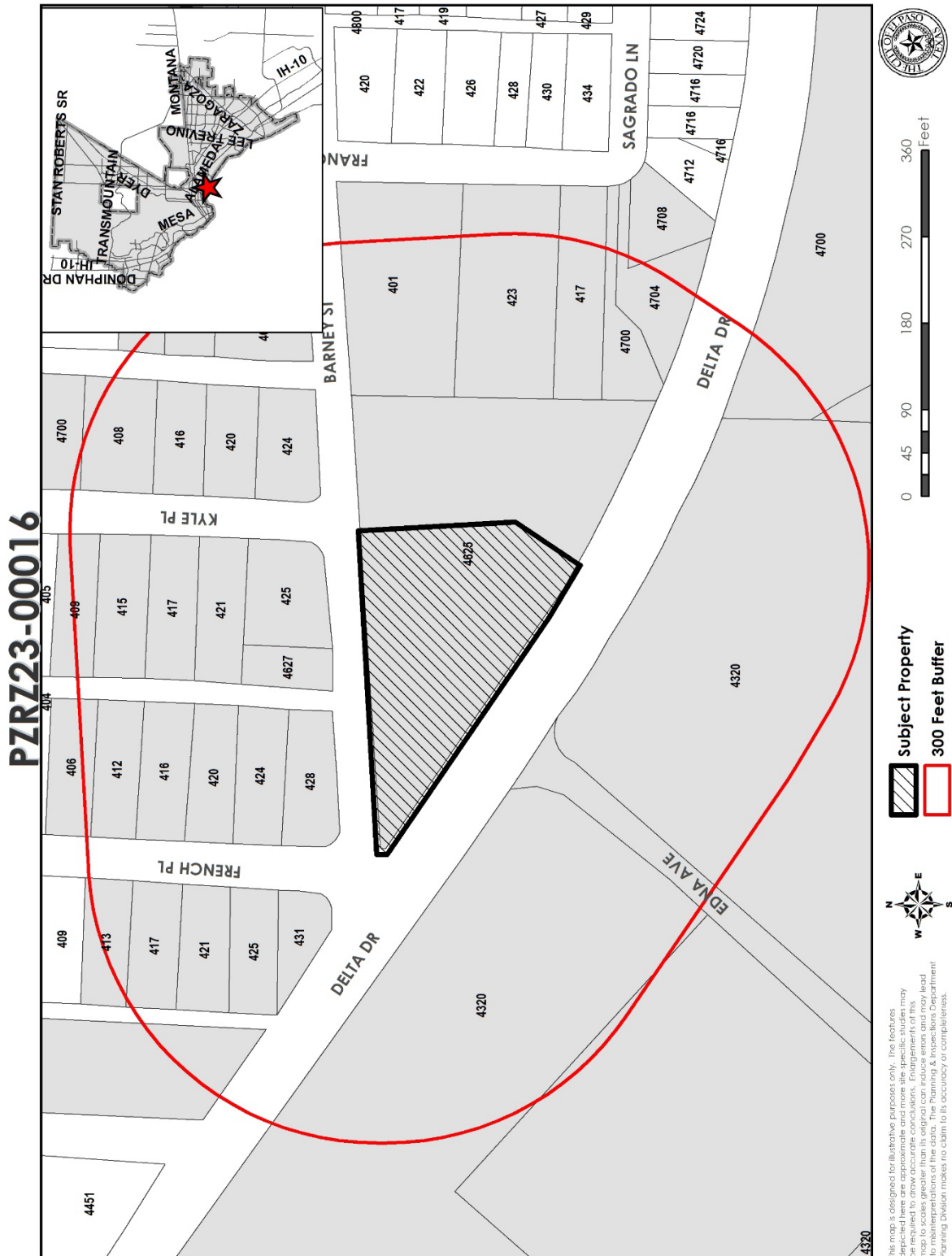
El Paso County 911 District

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

El Paso County Water Improvement District #1

The item is not within the boundaries of EPCWID1.

ATTACHMENT 7



ATTACHMENT 8

Salloum, Andrew M.

From: Salloum, Andrew M.
Sent: Tuesday, November 28, 2023 10:56 AM
To: Charlene Rodriguez
Subject: RE: Case: PZRZ23-00016 - 4625 Delta Drive

Good morning,

Thank you for your email. Letters will be added to the backup that will be presented to the City Plan Commission and City Council.

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

From: Charlene Rodriguez <charlar08@gmail.com>
Sent: Tuesday, November 28, 2023 10:34 AM
To: Salloum, Andrew M. <SalloumAM@elpasotexas.gov>
Subject: Case: PZRZ23-00016 - 4625 Delta Drive

You don't often get email from charlar08@gmail.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.

CONCERNED CITIZEN

November 28, 2023
El Paso Planning and Inspection Department
801 Texas Ave.
El Paso, TX 79901

To Whom it May Concern,

I am a life long resident of El Paso, Tx and have lived at 421 French Place for over 58 years. It has come to my attention that coming before the City Planning Commission and City Council, will be a proposal to rezone the property at 4625 Delta Drive. This property is located diagonally across my property and thus any changes taking place there will directly effect myself and my family. The proposal seeks to change the zoning at 4625 Delta from residential to commercial with the property owners having the intent to move and store heavy machinery and build apartments on this land. I directly oppose this rezoning for the following reasons:

- 1.The residential streets surrounding this property would not be able to handle the increased traffic that would ensue from, not only the temporary construction needed for the aforementioned project, but also from the permanent apartment tenants from the 20 units the owner intends to build.
- 2.From the information made available about the intended use for the property, should the rezoning take effect, it is understood that large machinery will be stored and moved at the property. This would cause unwanted noise pollution.
- 3.I would not want my property taxes to go up or for my property value to decrease, depending on which effect this proposal could have.
- 4.Discussion at one of the meetings about the proposed rezoning at 4625 Delta, mentioned that the new office facilities that would be built on the property may be used for mental health or drug rehabilitation centers. This would make the current residents of this neighborhood feel unsafe and would add to the stigma of poverty and crime already unfairly placed on this area of El Paso.

Thank you for your time and I hope that you will listen to my concerns as well as those of my neighbors, and protect the best interest of the citizens of El Paso.

Sincerely,

Yolanda Galindo

421 French, El Paso, TX 79905

CONCERNED CITIZEN

November 28, 2023

El Paso Planning and Inspection Department

801 Texas Ave.

El Paso, TX 79901

To Whom it May Concern,

I am a life long resident of El Paso, Tx and have lived at 421 French Place for over 34 years. It has come to my attention that coming before the City Planning Commission and City Council, will be a proposal to rezone the property at 4625 Delta Drive. This property is located diagonally across my property and thus any changes taking place there will directly effect myself and my family. The proposal seeks to change the zoning at 4625 Delta from residential to commercial with the property owners having the intent to move and store heavy machinery and build apartments on this land. I directly oppose this rezoning for the following reasons:

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Sincerely,

Charlene Rodriguez

421 French, El Paso, TX 79905



ITEM 34

4625 Delta Drive Rezoning

PZRZ23-00016

Strategic Goal 3.

Promote the Visual Image of
El Paso



PZRZ23-00016



Aerial

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



Subject Property

0 62.5 125 250 375 500 Feet




PZRZ23-00016



Existing Zoning

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



 Subject Property

0 62.5 125 250 375 500 Feet




PZRZ23-00016



Future Land Use Map

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 Subject Property

0 62.5 125 250 375 500 Feet



CONTAINING: 1.9532± ACRES

(M-1)



Elevations



FRONT ELEVATION

NTS

MASTER ZONING PLAN

Mata Estates (4625 Delta Dr) - Master Zoning Plan Report for a General Mixed Use District

I. INTRODUCTION:

This is a 1.953 acre total planned general mixed use development project located at 4625 De Drive. This site abuts Residential units to the North, East and West, and Industrial areas to the South.

The proposed development includes Educational and Offices uses. The project is designed to create amenities within a walkable distance of the existing neighborhood Residential uses.

II. PURPOSE:

The purpose of the GMU district is to encourage and promote a mix of uses in a form attractive and harmonious to its surrounding communities.

This development meets the GMU purposes by providing mix of educational and office uses that will be well designed while encouraging a walkable and sustainable development.

III. CHARACTERISTICS:

This Rezoning Acreage: 1.953 acres

Density-maximum Floor Area ratio (FAR) of less than 1:4 = N/A

Maximum proposed total Floor Area: 20,000 SF

Max width of lot: 545 feet

Max depth of lot: 320 feet

Building setbacks:

Neighborhood Commercial/ Office:

Front Setback:	0'
Side Setback:	0'
Side street setback:	0'
Rear:	0'

Lot coverage -Building = 15%/ parking = 15%/ landscape =20% , vacant land = 50%

Maximum Building Height:

- Office/educational – 1 story max (20').

Buffers:

Educational/Office – opaque native landscaping along with:

- 6' and 8' Perimeter Rockwall to be completed within 6 months of this MZP approval.
- Buffer Landscaping to be completed within 6 months of this MZP approval.

Parking for Maximum Total Building (20,000)SF:

- Educational: Min = 475 /GFA = 42 spaces and Max= 330/GFA = 61 spaces.
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Open space/ landscape – 16,665 SF proposed.

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Art Gallery
Child Care Facility
Library/Museum
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4.00 Office

Offices (Business, Professional)
Studio (Dance/Music/Photography)

17.00 Towers and related structures

Cell tower (existing per Special Permit)- please note, upon lease maturity, the Cell Tower lease will not be renewed.

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This development achieves the various goals under the following Comprehensive Plan's Major Titles:

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- Economic Development by providing the City a higher more diversified tax base development due to a mix of uses(educational and office uses) and its proximity to major Regional Commercial, Schools, and Residential neighborhoods.
- Land use & City Form by developing a multi-modal community by way of incorporating a mix of uses within a development that will not only compliment the surrounding community, but will be a major focus of that community by way of a unified architectural theme.
- Urban Design will be incorporated within a Sub-urban community by way of developing a mixed use development that will be sensitive to the neighborhoods it abuts while providing a more urban form based theme. Moreover, the mixed use development will accommodate and encourage educational and office uses that will include connected and uniform landscaping (landscaping will be meet or exceed what is required as per Title 18 of the El Paso Municipal Code, including trees and landscaping within the parkway area), pedestrian connectivity within the development as well as abutting by way of building placement near streets.

VI. PHASING:

- First phase will entail the redevelopment of the Educational and office uses to begin in early 2024. Please note, the perimeter Rockwall and site landscaping to be completed within 6 months of this MZP approval.



Master Zoning Plan Report

PZRZ23-00016



Aerial with Master Zoning Plan

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Subject Property

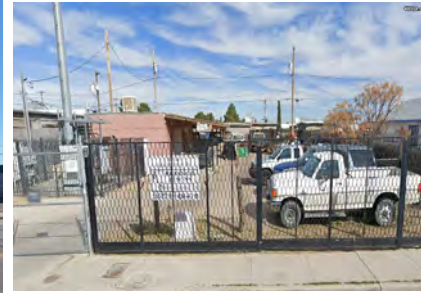
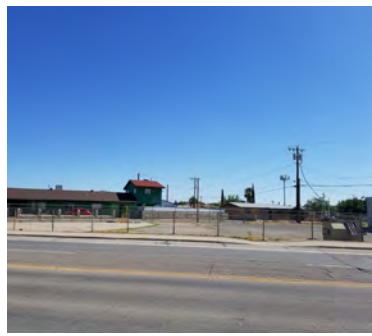
0 30 60 120 180 240 Feet



Subject Property



Surrounding Development



N



W



S



Public Input

- Notices were mailed to property owners within 300 feet on November 15, 2023.
- The Planning Division has received two letters via email in opposition to the request.
- The applicant met on at least three different occasions with a several members of the neighborhood to discuss the proposal:
 - June 19, 2023
 - July 22, 2023
 - August 19, 2023



Recommendation

- Staff and CPC recommend approval of the rezoning request with the following conditions:
 1. Access to the subject property shall be limited to Delta Drive.
 2. Two-story structures or higher shall be prohibited.
 3. A six foot (6') high combination masonry/ wrought iron wall shall be installed along the property line abutting Barney Street.
 4. A ten foot (10') landscaped buffer along the property line abutting Barney Street.
 5. A ten foot (10') landscaped buffer along the property lines adjacent to residential zone or uses.



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 #: 24-261, 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;

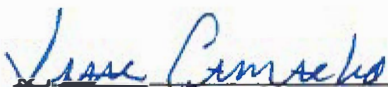
THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF PAISANO DRIVE AND FOLLOWING THE EXTENSION OF THE BOUNDARY LINE COMMON TO SAID LOTS 3 AND 4, SOUTH 74°58'27" WEST, 60.18 FEET TO THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;

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

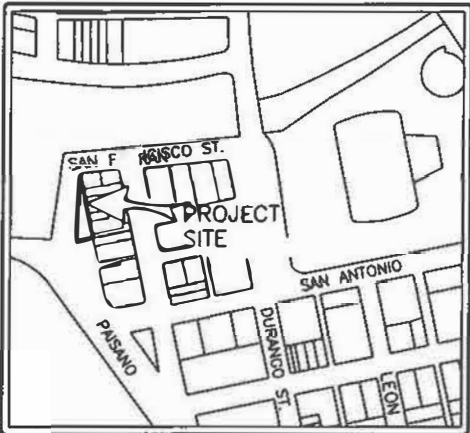
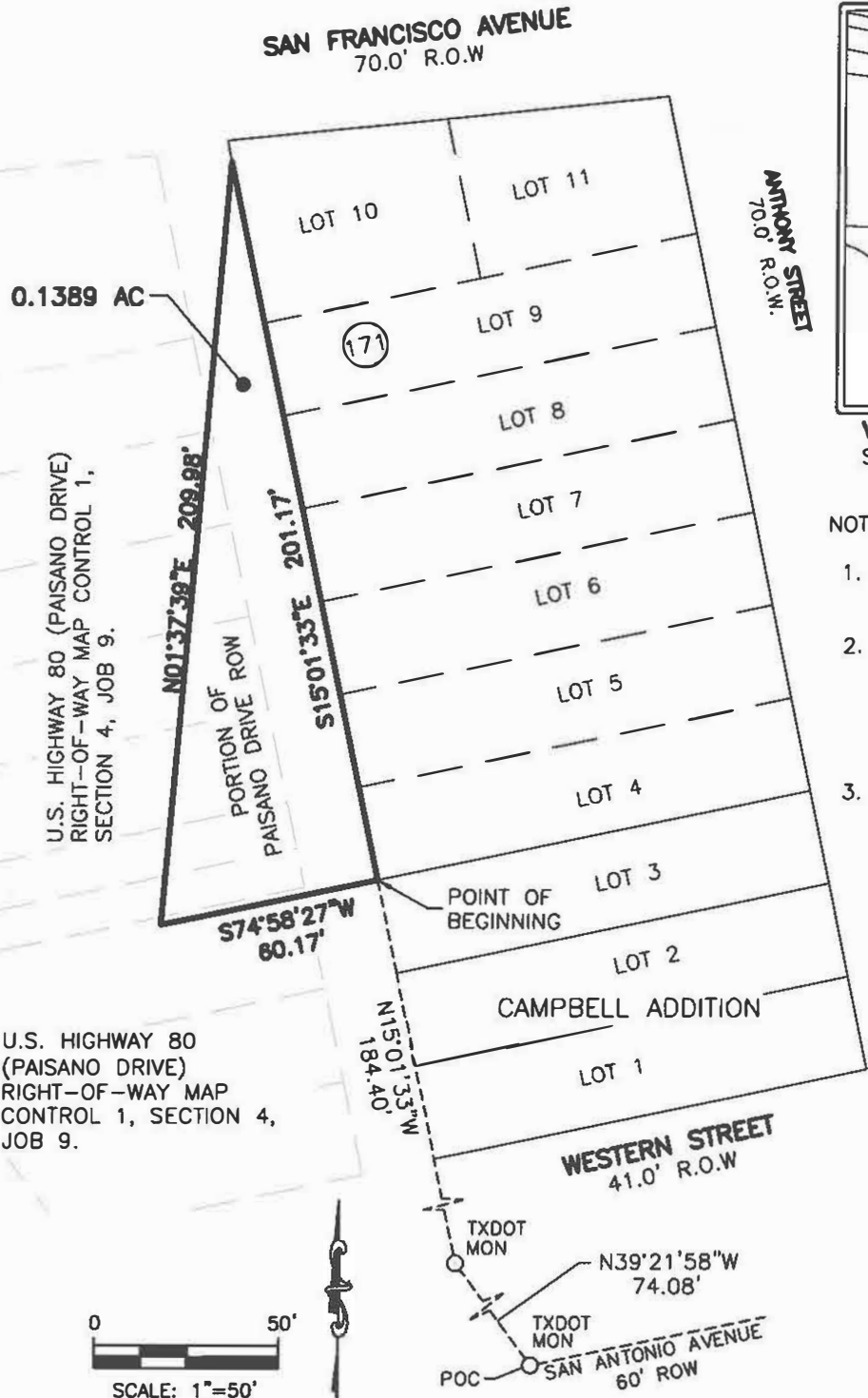
Consulting Civil Engineers & Surveyors

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

\\elcadd\cadd\2023\6-31PM K\2023\S2280EP-CIEP CAPITAL IMPROVEMENT DEPARTMENT-WEST PARKING LOT\10-2-0 DRAWINGS\S2280EP-CAMPBELL ADDITION 705 PAISANO PARKING MODIFIED 6-2-23



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

FXSA
www.fxsa.com

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.

Coldwell/Paisano ROW Vacation

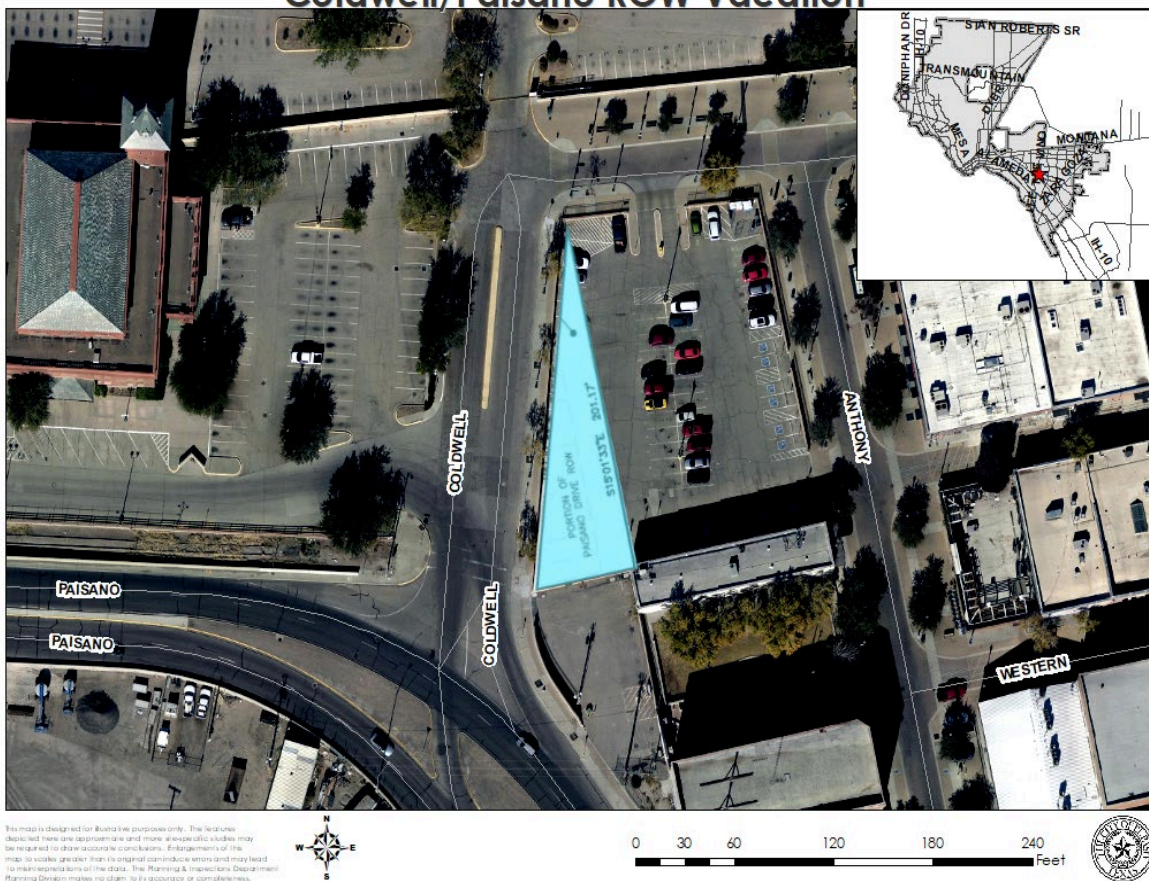


Figure A: Proposed plat with surrounding area

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:

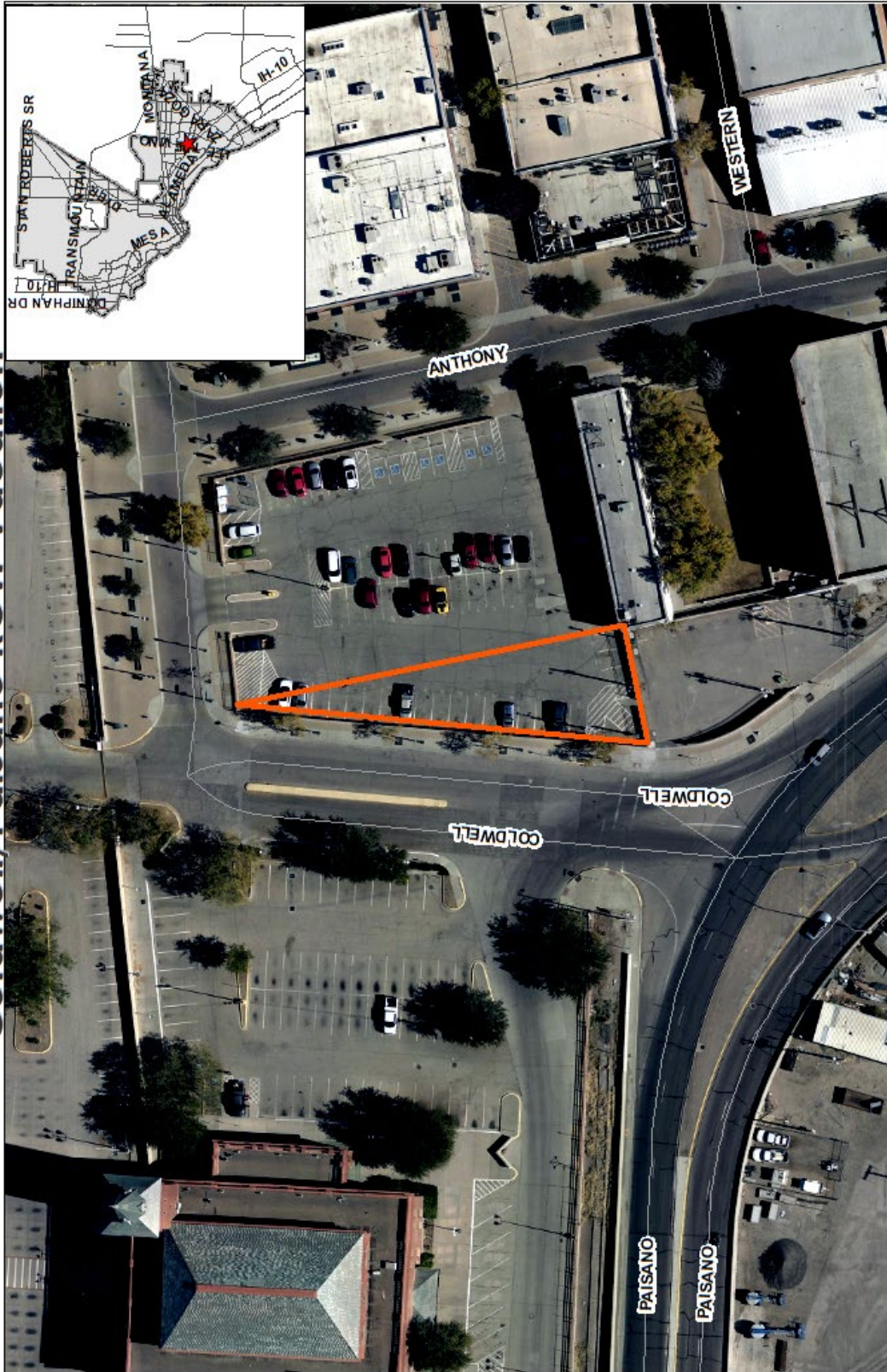
1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions 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

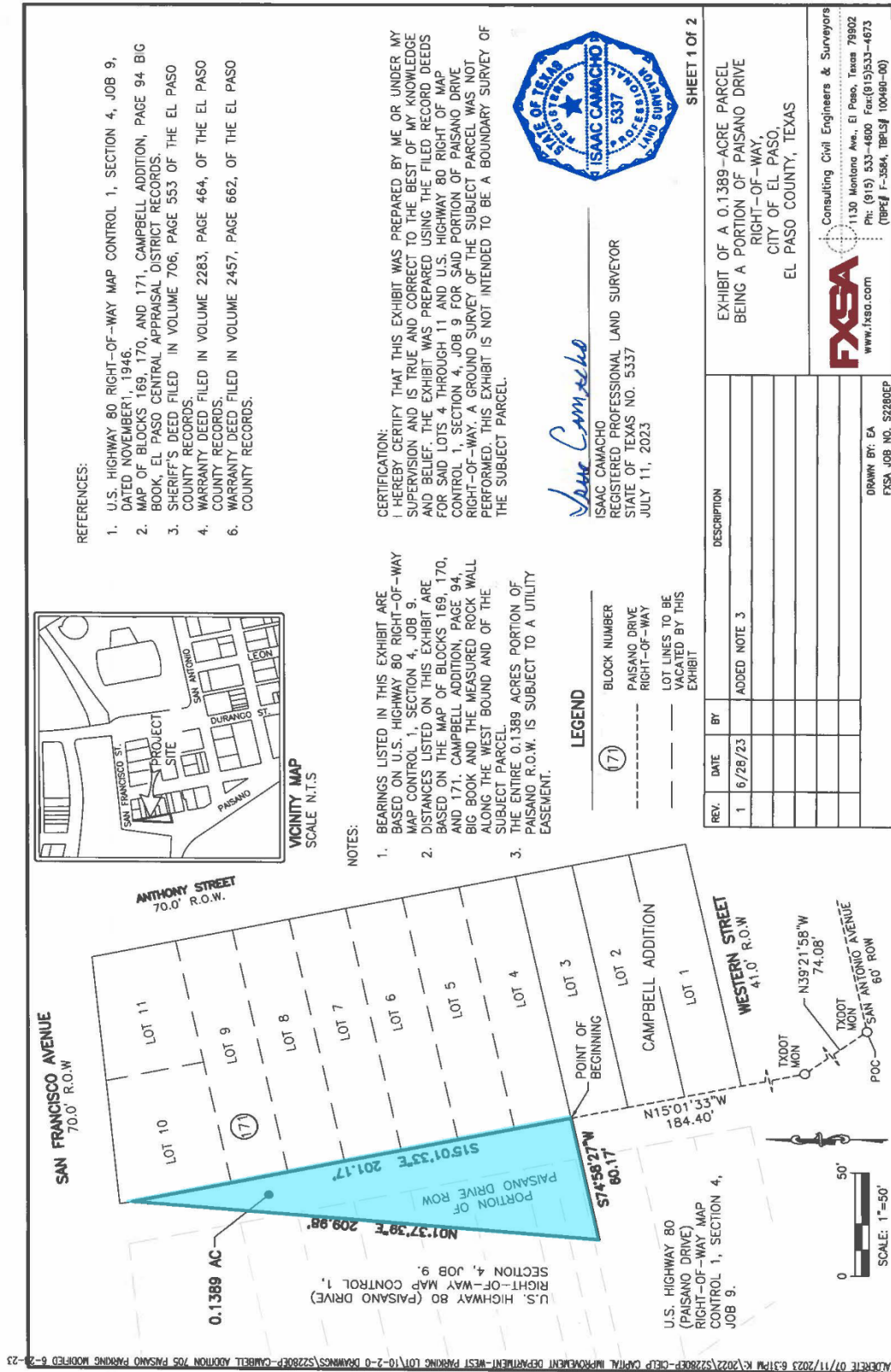


0 30 60 120 180 240 Feet



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 may be made without notice. The Planning & Inspection Department 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:

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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

Anthony R. DeKeyser

Lots 2-10, Block 171, Campbell Addition

(915) 212-3306

Letter of Concurrence w/owner's signature attached

Lot 3, Block 171, Campbell Addition

(915) 203-3870

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.



ITEM 35

Coldwell/Paisano ROW Vacation ROW Vacation

SURW23-00014

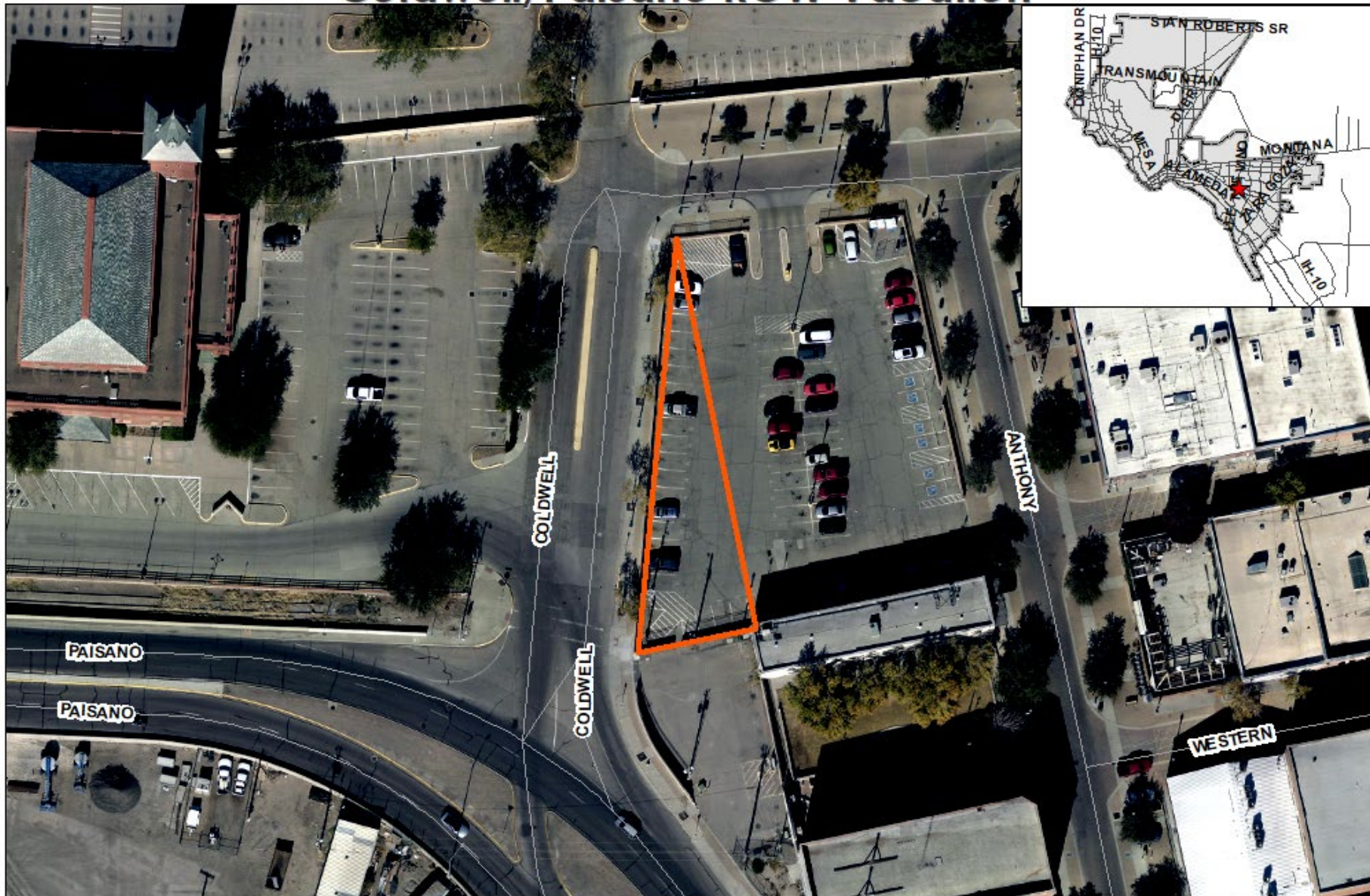


Strategic Goal 3.

Promote the Visual
Image of El Paso

Coldwell/Paisano ROW Vacation

Aerial



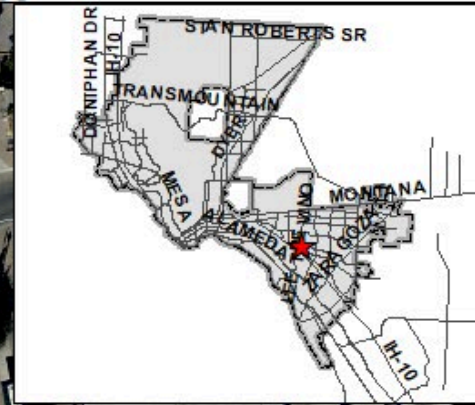
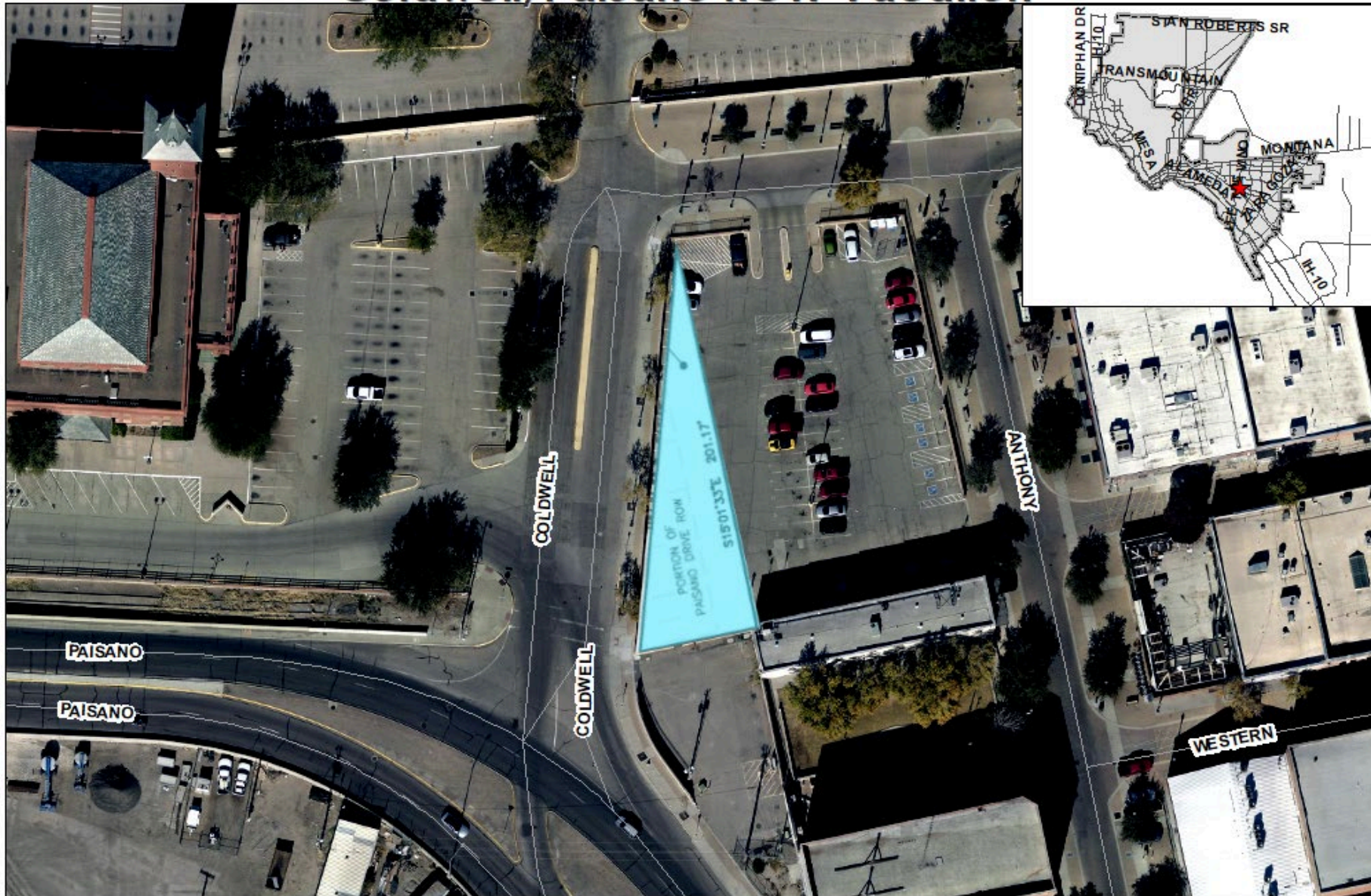
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can introduce errors and may lead to misinterpretations of the data.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



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Coldwell/Paisano ROW Vacation



ROW with Existing Development

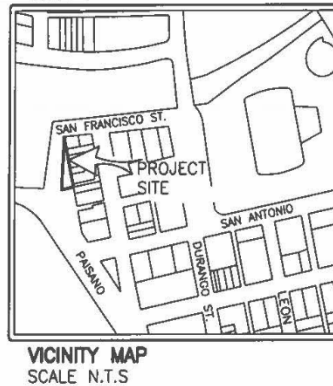
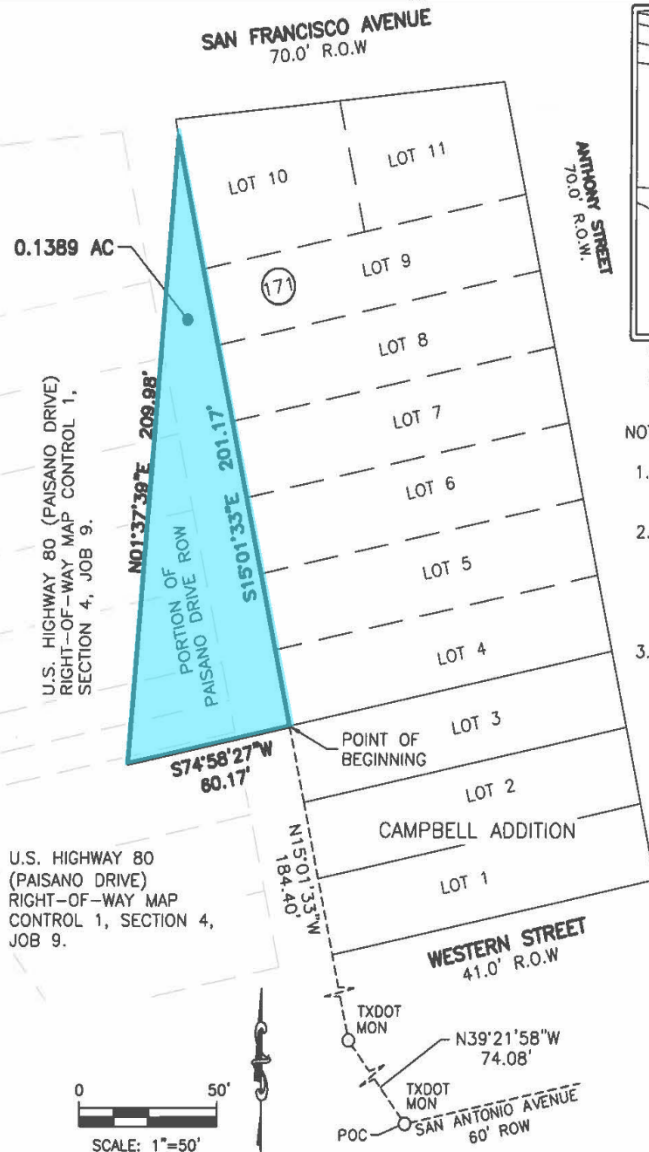
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The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



0 30 60 120 180 240 Feet



EXHIBIT 07/11/2023 6:31PM K:\2023\22280EP-CHEP CAPITAL IMPROVEMENT DEPARTMENT-WEST PARKING LOT\10-2-0 DRAWINGS\22280EP-CAMPBELL ADDITION 705 PAISANO PARKING MODIFIED 6-2-23



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

REFERENCES:

1. U.S. HIGHWAY 80 RIGHT-OF-WAY MAP CONTROL 1, SECTION 4, JOB 9, DATED NOVEMBER 1, 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.
5. 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

REV.	DATE	BY	DESCRIPTION
1	6/28/23		ADDED NOTE 3

EXHIBIT OF A 0.1389-ACRE PARCEL
BEING A PORTION OF PAISANO DRIVE
RIGHT-OF-WAY,
CITY OF EL PASO,
EL PASO COUNTY, TEXAS

FXSA
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

Subject Property





Subject Property

Recommendation

- The City Plan Commission recommended **Approval** of the Coldwell/Paisano right-of-way vacation.





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 #: 24-256, 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:

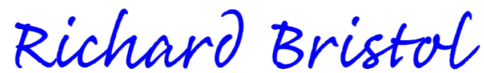
Laura D. Prine
City Clerk

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

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Ordinance Amending Title 12.88.200 & Title 12.88.041

Proposed Residential Parking District
Luis Gomez Place
District 5

Streets and Maintenance Department

Introduction - February 27, 2024

Public Hearing – March 12, 2024



Streets and Maintenance Department

Ordinance Amending Title 12.88.200 & Title 12.88.041

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any information on this box.

Purpose of Amendment

- Residents requested Residential Parking District (RPD) be established during Montwood Neighborhood meeting on May 3, 2023
- Excessive parking and traffic congestion during school hours
- RPD's allow residents to park in RPD with requested decals
- Deletes No Parking 7:00 a.m. to 5:00 p.m., School Days Only
- Creates No Stopping or Standing, Tow-away zone 7:00 a.m. to 5:00 p.m., School Days Only



Space reserved for the ASL interpreter

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Mike Andrade Pl.

Frank Cordova Cir.

Luis Gomez Pl.

Frank Cordova Cir.

Existing Conditions

Streets and Maintenance Department

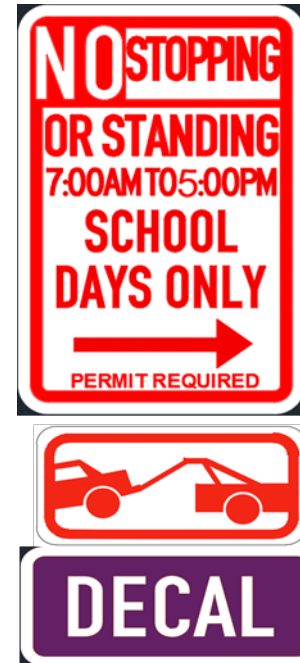
Ordinance Amending Title 12.88.200 & Title 12.88.041

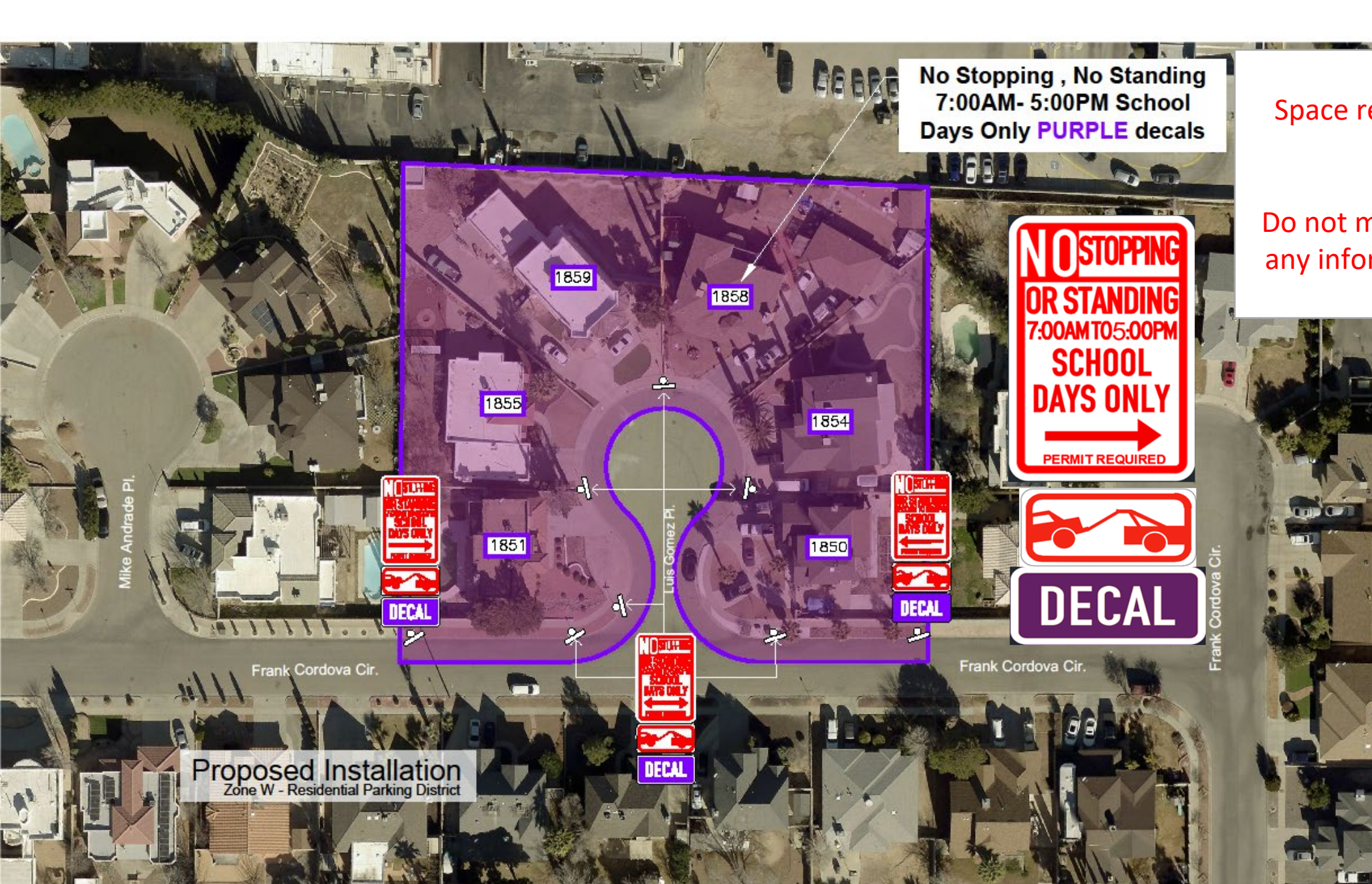
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any information on this box.

Residential Parking District (RPD) Criteria:

- Approved by City Council
- Petition Required
- 75% of Block Signatures
- \$10 per Year per Vehicle
- Two Visitors Passes





No Stopping , No Standing
7:00AM- 5:00PM School
Days Only **PURPLE** decals

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Proposed Installation
Zone W - Residential Parking District

Streets and Maintenance Department

Ordinance Amending Title 12.88.041

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Requested Council Action:

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

Streets and Maintenance Department

Ordinance Amending Title 12.88.200

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interpreter

Do not move, modify, or add
any information on this box.

Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII–RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS). THE PENALTY BEING PROVIDED IN CHAPTER 12.88 OF THE EL PASO CITY CODE.

TO **ADD**:

Zone W: No Stopping or Standing, Tow-Away Zone, 7:00 am to 5:00 pm. School Days Only

ITEM 1. Luis Gomez Place, both sides of the cul de sac



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 #: 24-257, 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:

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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

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any information on this box.

Strategic Plan

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any information on this box.

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

7.3 – Enhance regional comprehensive transportation system

Staff Recommendation

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interpreter

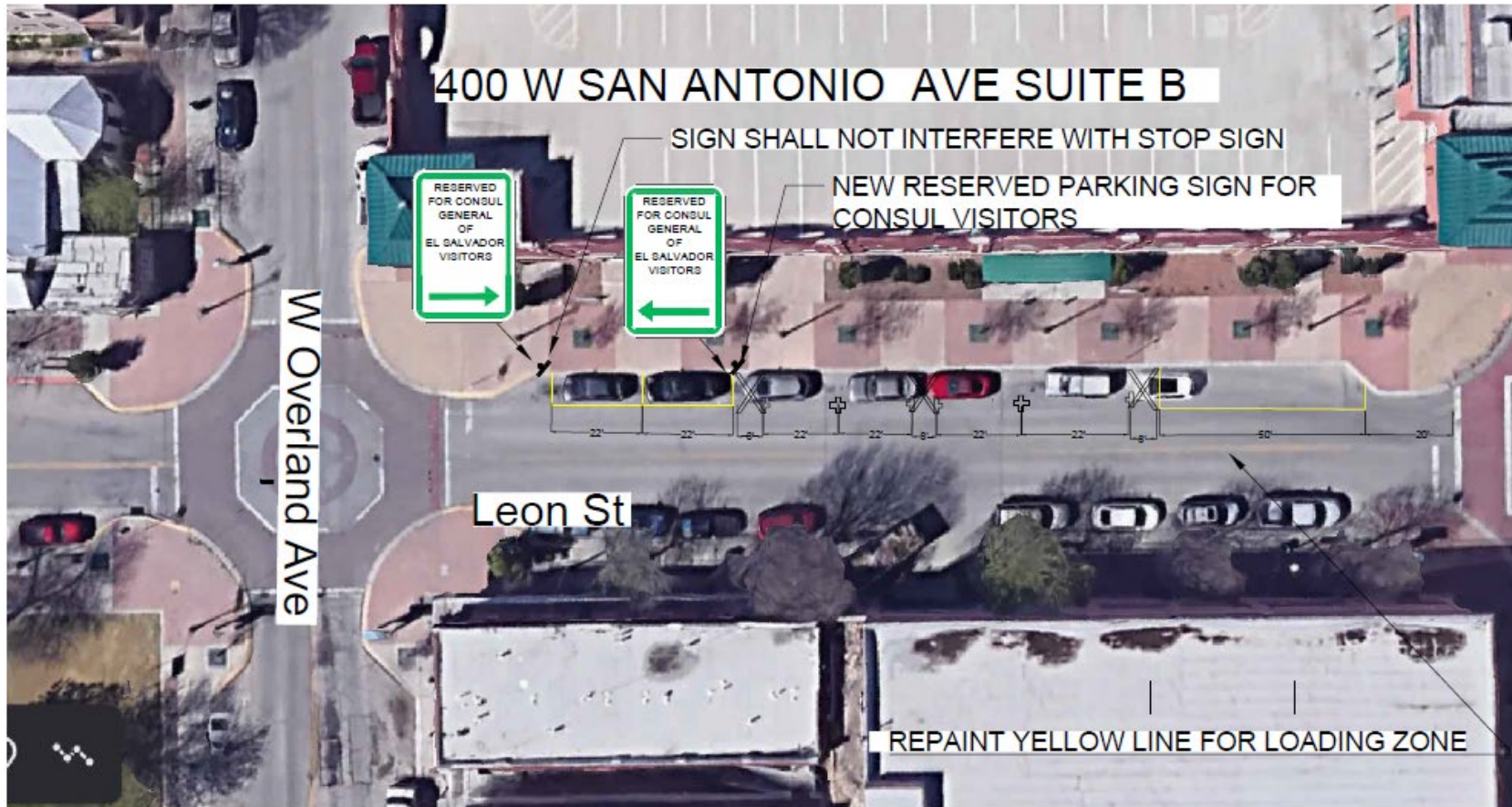
Do not move, modify, or add
any information on this box.

- 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

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interpreter

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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

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Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Space reserved for the ASL interpreter

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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

Amend Ordinance 12.44.180

*Assigned Two Parking Spaces For The
Consul General Of El Salvador.*

District 8

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

7.3 – Enhance regional comprehensive transportation system

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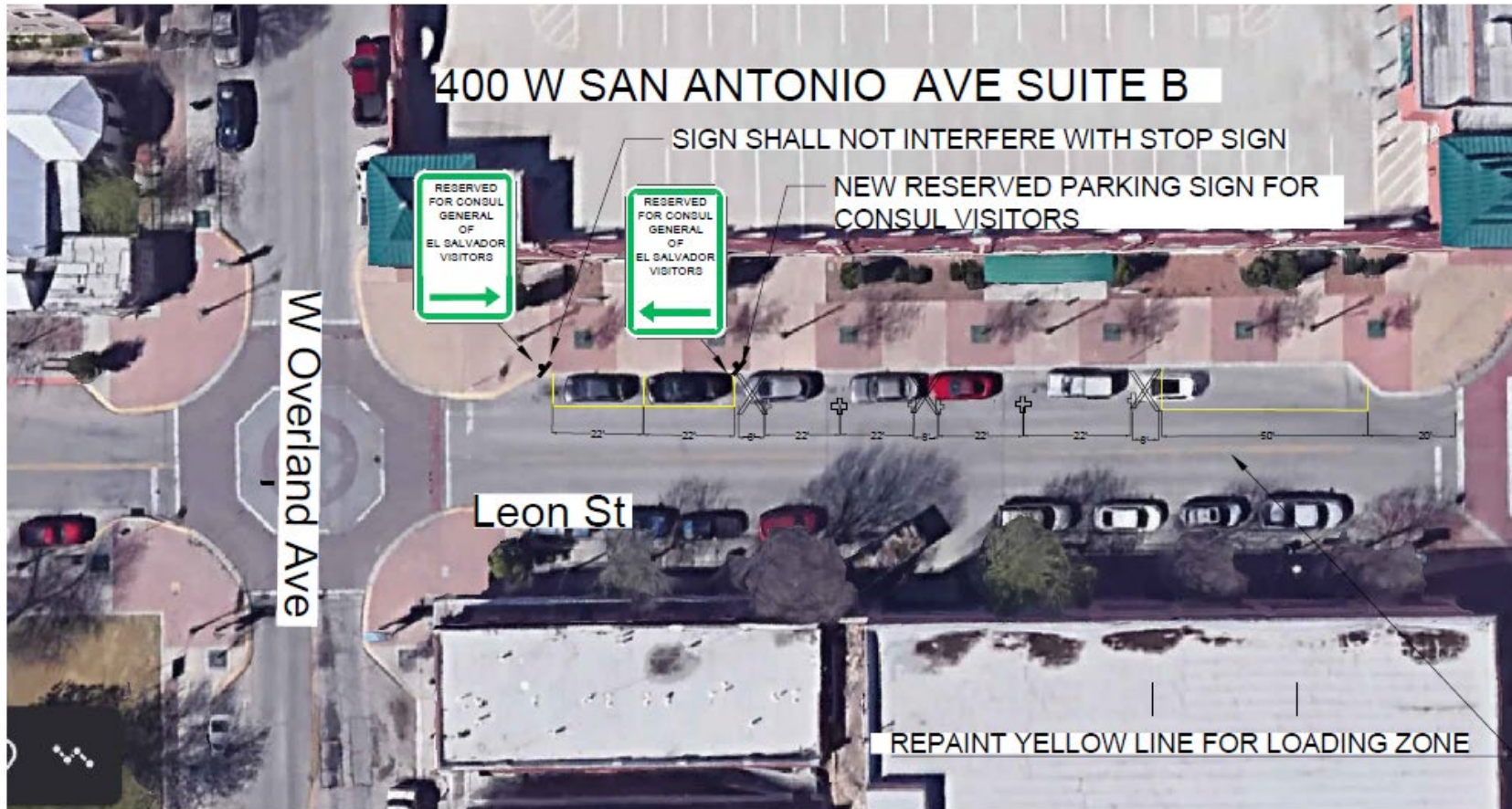
Staff Recommendation

- 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

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interpreter

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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, 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:

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SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.



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Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad



Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



Legislation Text

File #: 24-339, 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

Economic and International Development, Alejandra Fuentes, (915) 212-1618

Economic and International Development, Karina Brasgalla, (915) 21-0094

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to execute a First Amendment of the Chapter 380 Grant Agreement dated June 7, 2022 by and between the City of El Paso Texas, a home-rule municipality and Champlain Cable Texas Corporation, a Wyoming Corporation ("CCTC"); Champlain Cable Texas Lease Corporation, a Wyoming Corporation ("CCTLTC"); and Champlain Cable Corporation, a Delaware Corporation ("CCC"), to revise the Qualified Expenditures definition, in exchange for applicant foregoing the Construction Materials Sales Tax Rebate.

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

AGENDA DATE:

March 12, 2024

CONTACT PERSON(S) NAME AND PH. NUMBER:

Alejandra Fuentes, (915) 212-1618
Karina Brasgalla, (915) 212-0094

DISTRICT(S) AFFECTED: 7

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 execute a First Amendment of the Chapter 380 Grant Agreement dated June 7, 2022 by and between the City of El Paso Texas, a home-rule municipality and Champlain Cable Texas Corporation, a Wyoming Corporation ("CCTC"); Champlain Cable Texas Lease Corporation, a Wyoming Corporation ("CCTLC"); and Champlain Cable Corporation, a Delaware Corporation ("CCC"), to revise the Qualified Expenditures definition, in exchange for applicant foregoing the Construction Materials Sales Tax Rebate.

BACKGROUND / DISCUSSION:

On June 7, 2022, City Council approved a Chapter 380 Economic Development Program Grant Agreement between the City of El Paso and Champlain Cable Texas Corporation for the expansion of their current manufacturing operations. The Applicant is required to invest a minimum of \$5.6M in Capital Improvements, create 29 additional full-time employees and retain 70 full-time employees. The City would provide incentives not to exceed \$285,279 in the form of a Real and Personal Property Tax Rebate, a Development Fee Rebate, and a Construction Materials Sales Tax Rebate.

The proposed Amendment will revise the agreement definitions to allow the Company to include equipment purchases made for the Pan American expansion, but completed prior to execution of the agreement. With this amendment, Champlain Cable would exceed the minimum contractual investment, with an estimated \$7M in capital expenditures. This expansion has added 124,000 square feet to their existing facility. In addition, Champlain Cable is exceeding their contractual job creation/retention and wage requirements.

Contribution and Disclosure Form was provided to Company in accordance with Ordinance No. 019581, adopted December 12, 2023

PRIOR COUNCIL ACTION:

On June 7, 2022, City Council approved the original Chapter 380 Incentive Agreement.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic & International Development

*****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 execute a First Amendment of the Chapter 380 Grant Agreement dated June 7, 2022 by and between the **CITY OF EL PASO, TEXAS**, a home-rule municipality and **CHAMPLAIN CABLE TEXAS CORPORATION**, a Wyoming Corporation (“CCTC”); **CHAMPLAIN CABLE TEXAS LEASE CORPORATION**, a Wyoming Corporation (“CCTLCLC”); and **CHAMPLAIN CABLE CORPORATION**, a Delaware Corporation (“CCC”), to revise the Qualified Expenditures definition, in exchange for applicant foregoing the Construction Materials Sales Tax Rebate.

PASSED AND APPROVED this ____ day of _____ 20__.


CITY OF EL PASO:

ATTEST:

Oscar Leoser
Mayor


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

STATE OF TEXAS)
)
COUNTY OF EL PASO) **FIRST AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT**

This **First Amendment to the Economic Development Program Agreement** (“First Amendment”) is made and entered into this ____ day of _____, 2024 by the **CITY OF EL PASO, TEXAS** (“City”), a Texas home rule municipal corporation and **CHAMPLAIN CABLE TEXAS CORPORATION, a Wyoming Corporation (“CCTC”); CHAMPLAIN CABLE TEXAS LEASE COPORATION, a Wyoming Corporation (“CCTLC”); and CHAMPLAIN CABLE CORPORATION, a Delaware Corporation (“CCC”);** and jointly as (“Applicant” or “Champlain”) duly acting herein by and through its general partner. The parties mutually agree to an amendment as follows:

WHEREAS, on June 7, 2022, City and Champlain entered into an Economic Development Program Agreement (the “Agreement”), a copy of which is attached and labeled as Exhibit “A-1” for the purposes of promoting local economic development and stimulating business and commercial activity; and

WHEREAS, Champlain requested the performance based economic development grant for the expansion of a development located at 9600 Pan American Boulevard and 9560 Plaza Circle, El Paso, Texas to encourage increased economic development in the City, increased property tax revenues, and the City’s improved ability to provide for the health, safety and welfare of the citizens of El Paso; and

WHEREAS, the City and Champlain now desire to amend the Agreement to revise the Qualified Expenditures definition, in exchange for applicant foregoing the Construction Materials Sales Tax Rebate; and

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:

1. Subsection 1.D. **Base Year Value** is revised to read as follows:

“**Base Year Value**” means valuation of the real and personal property by the El Paso Central Appraisal District on the rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is **\$4,392,275**.

2. Subsection 1.L. **Grant** is revised to read as follows:

“**Grant**” means each rebate payment made by the City to the Applicant pursuant to the terms of this agreement. The aggregate amount that the City will provide in Grants shall not exceed **\$281,529**. This aggregate amount reflects the sum total of all applicable rebates.

3. Subsection 1.O. **Minimum Appraisal Value** is revised to read as follows:

“**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 purposed of this Agreement, the Minimum Appraisal Value is **\$5,886,000**. Under no circumstance 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.

4. Insert **Personal Property** as Subsection 1.Q. to read as follows:

“**Personal Property**” means the value of the non-inventory, personal property on the El Paso Central Appraisal District rolls as of January 1 of the year in which this Agreement is executed with respect to the Development. However, under no circumstances shall the Personal Property 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, this amount is **\$4,392,275**.

5. Subsection 1.Q. **Property Tax Rebate** replace as Subsection 1.R. and revise to read as follows:

“Property Tax Rebate” means a rebate, according to the Incremental 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 personal property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Personal Property Tax Rebate amount shall not exceed \$260,529.00.

6. Subsection 1.R. **Qualified Expenditures** replace as Subsection 1.S. and revise to read as follows:

“**Qualified Expenditures**” means any monetary expenditures made for material used in constructing or renovating the Development; labor required for the construction or renovation of the Development; and furniture, fixtures, machinery, and equipment paid that (i) is subject to ad valorem taxation and is rendered for that purpose to the appraisal district having jurisdiction over the Land; (ii) is located on the Land (or within improvements on the Land); and (iii) was not located in the City of El Paso tax rolls prior to the Effective Date; or (iv) were incurred during the 12 months preceding the Effective Date

7. Subsection 1.S. replace as Subsection 1.T.

8. Exhibit “C” of the Agreement is deleted in its entirety and replaced by Exhibit “C-1,” attached hereto. Any reference to “Exhibit C” in the Agreement is replaced with reference to “Exhibit ‘C-1.’”
9. Except as amended herein, the Agreement between the City and Champlain shall remain in full force and effect.


(Signatures begin on the following page.)

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the _____ day of _____, 2024.

CITY OF EL PASO, TEXAS:

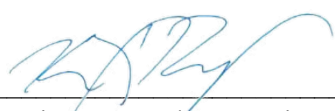
Cary Westin
Interim City Manager

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:
CHAMPLAIN CABLE TEXAS
CORPORATION, a Wyoming Corporation
("CCTC")

Signature: Timothy A. Lzate

Name: TIMOTHY A LZATE

Title: CFO

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF EL PASO §

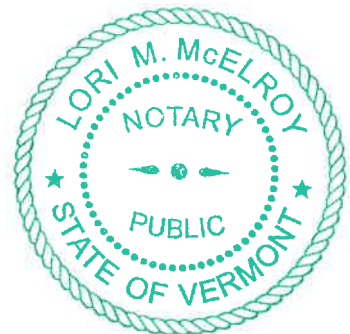
This instrument was acknowledged before me on the 26th day of December
2023 by Timothy Lzate as CFO of CHAMPLAIN CABLE
TEXAS CORPORATION.

Lori M. McElroy
Notary Public, State of ~~Texas~~ Vermont

My Commission Expires:

11/31/2025

(Signatures continue on the following page.)



APPLICANT:
CHAMPLAIN CABLE TEXAS LEASE
CORPORATION, a Wyoming Corporation
("CCTL")

Signature: [Signature]

Name: TIMOTHY A LIZOTTE

Title: CFO

ACKNOWLEDGMENT

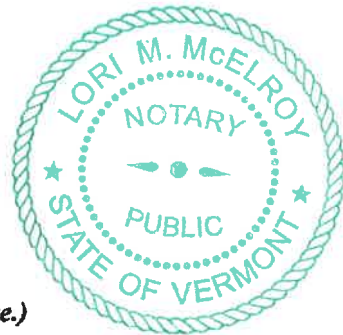
STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 26th day of December
2023 by Timothy Lizotte as CFO of CHAMPLAIN CABLE
TEXAS LEASE CORPORATION.

[Signature]
Notary Public, State of ~~Texas~~ Vermont

My Commission Expires:

11/31/2025



(Signatures continue on the following page.)

APPLICANT:
CHAMPLAIN CABLE CORPORATION,
a Delaware Corporation
("CCC")

Signature: [Signature]

Name: TIMOTHY A LIZOTTE

Title: CFO

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 26th day of December, 2023 by Timothy Lizotte as CFO of CHAMPLAIN CABLE CORPORATION.

[Signature]
Notary Public, State of Texas Vermont

My Commission Expires:

11/30/2025

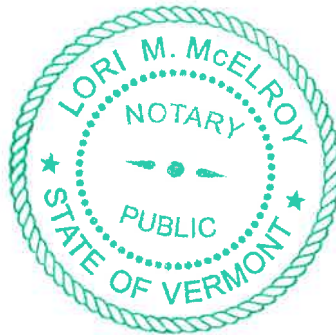


EXHIBIT A-1

[Economic Development Agreement dated June 7, 2022]

EXHIBIT C-1

[Grant Submittal Package Form]

CHAMPLAIN (APPLICANT) believes that it has substantially met its obligations under the Chapter 380 Agreement dated the ____ day of _____, 20____ and signed by _____ of **CHAMPLAIN** (APPLICANT) pursuant to the Agreement, **CHAMPLAIN** (APPLICANT) submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted:

1. Electronically to Email: EDCompliance@elpasotexas.gov;
2. Completed Grant Submittal Package Form
3. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of Development Permits;
4. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development (receipts, invoices, bank and/or credit card statements, checks);
5. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures to date and not previously verified (receipts, invoices, bank and/or credit card statements, checks)
6. **[INITIAL GRANT SUBMITTAL ONLY]** Certificate of Occupancy or Lease
7. **[INITIAL GRANT SUBMITTAL ONLY]** 1295 Form
8. Property tax payment receipt showing proof of payment for calendar tax year being requested
9. Job Certification Report Spreadsheet with the following breakdown:

a. Employee Roster:

Last Name	First Name	Job Title	Hire Date	Termination Date	Job Category (New/retained)	Total Hours Worked in the Year	Weeks Worked in the Year	Hourly Wage	Gross Annual Salary	Employment Status (FT/PT)	Percentage employee pays for medical premium	Percentage company pays for medical premium

- b. Insurance Benefits Packet
- c. Employee Benefits Packet (pto, vacation, sick leave, etc.)
- d. 941 IRS Reports

It is understood by **CHAMPLAIN** (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 terms of the Agreement have not been complied with.

CHAMPLAIN (APPLICANT)

By: _____
Name: _____
Title: _____

EXHIBIT D

Property Tax Rebate Table

Incremental Property Tax Rebate Schedule	
Years 1 - 5	Years 6 - 10
75%	50%

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name

Business Name

Champlain Cable

Agenda Item Type

Amendment to Chapter 380 Program Agreement

Relevant Department

Economic and International Development

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: Timothy A. Uzotte Date: 2/23/24
TIMOTHY A UZOTTE CFO



Champlain Cable Corp.

Proposed 1st Amendment to a Chapter 380 Agreement for the Expansion
of Champlain's Facilities and Operations in Southeast El Paso



Agreement Summary

- **Project Description:** Expand Champlain Cable's existing operations to add a second facility and create 29 new FTEs, and retain 70 FTEs at a starting median county wage of \$14.71.
- **Project Location:** 9600 Pan American Boulevard
- **Agreement Effective Date:** June 7, 2022
- **Agreement Term:** 10 years (2032)
- **Minimum Contractual Investment:** \$5,686,000



Incentive Summary

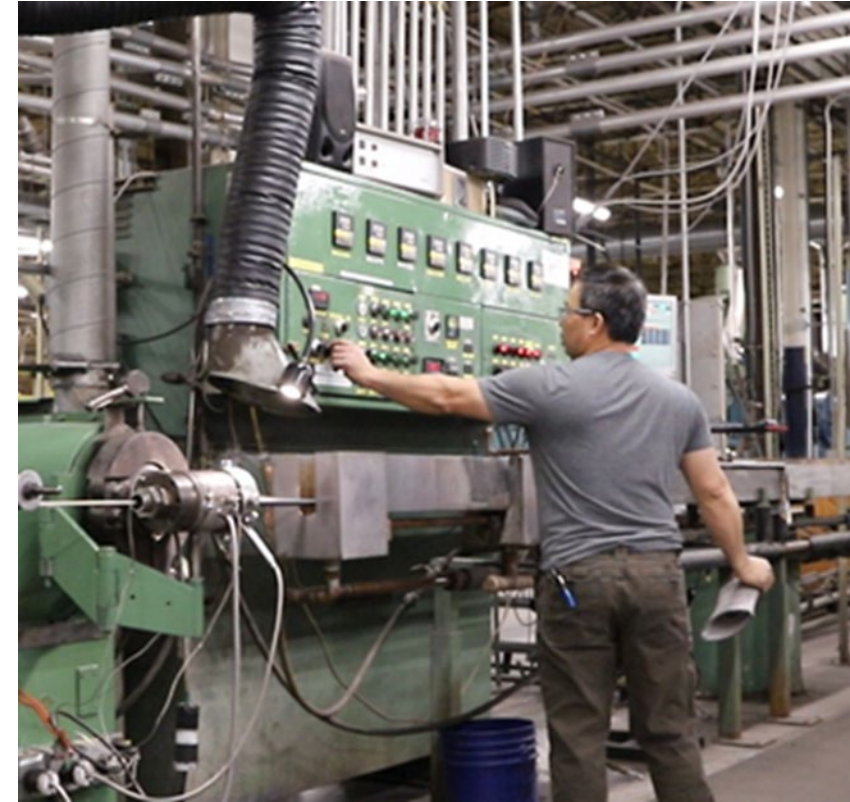


Total Incentive Over 10-Year Grant Period = \$285,279.00
(5% of \$5,686,000 minimum contractual investment)

*To date, no grant payments have been released

Investment Metrics

- **Minimum Investment Metrics: \$5,686,000**
 - Champlain Cable is contractually committed to invest \$5,686,000 in self-performed or contracted third parties over the course of the renovation or construction project or furnishing the improvements for the development.
- **Qualified Expenditures Current Definition:**
 - The monetary expenditures paid or caused to be paid by 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.



Amendment Proposal

Amendment Proposed Definition:

- Amend Qualified Expenditures Definition to read: any monetary expenditures made for material used in constructing or renovating the Development; and furniture, fixtures, machinery, and equipment paid that (i) is subject to ad valorem taxation and is rendered for that purpose to the appraisal district having jurisdiction over the Land; (ii) is located on the Land (or within improvements on the Land); and (iii) was not located in the City of El Paso tax rolls prior to the Effective Date.
- All other metrics would remain the same



Consideration Proposal

As consideration for proposed amendment:

- Forfeit Construction Materials Sales Tax Rebate: \$3,750.00
- Proposed New Total Grant: **\$281,529.00**

Total Rebate Reduction = \$3,750.00

Requested Action

APPROVAL of the proposed amendment to the 380 Agreement.

- Champlain Cable's capital investments and employment commitments will further El Paso's Redevelopment and Retention & Expansion Programs
- Champlain Cable is an advocate for the COEP and our business friendly practices
 - 16 year history of performance in El Paso
 - Key supply chain link that demonstrates regional capacity
 - Strong partner on grant and workforce initiatives



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 #: 24-340, 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 a Memorandum of Understanding ("MOU") with the Entrepreneurial Support Organizations (ESO) Network members and that the City Manager be authorized to allocate City resources, as defined in Section (c) of the MOU, to meet the City's Roles and Responsibilities in supporting the services provided at the Business One Stop Shop.

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

AGENDA DATE: March 12, 2024
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Craigo, 915-212-1617
Karina Brasgalla, 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:

Discussion and Action on a Resolution authorizing the City Manager to sign a Memorandum of Understanding ("MOU") with the ESO Network members and that the City Manager be authorized to allocate City resources, as defined in Section (c) of the MOU, to meet the City's Roles and Responsibilities in supporting the services provided at the Business One Stop Shop.

BACKGROUND / DISCUSSION:

Founded in 1949, the Aspen Institute is a global nonprofit organization committed to realizing a free, just, and equitable society. The Aspen Institute founded the Latinos and Society Program (AILAS) in 2015. AILAS is deeply committed to increasing Latino access to opportunity and inclusion in the economy, and believes that a prosperous future for all Americans rests on Latino American economic advancement. Its mission is to identify, promote, and catalyze ideas and solutions that foster greater opportunity for American Latinos, enabling a more prosperous and inclusive America for all. In August 2021, the AILAS selected the City of El Paso to participate in a six-city cohort of Latino majority communities disproportionately affected by COVID19.

The city is spearheading a dynamic collaboration among over 20 entrepreneur support organizations (ESOs) to launch the BOSS initiative. The initial phase entails establishing a charitable program fund through a strategic partnership with the Paso Del Norte Foundation, aimed at sourcing donations from various stakeholders including banks, private donors, corporations, and philanthropic organizations. This fund is pivotal in ensuring the long-term sustainability of programming. Following this crucial step, the initiative will transition to seeking approval for an MOU with the ESO network, representing the culmination of two years of dedicated relationship-building efforts. Amidst this process, another pivotal phase for the BOSS will involve the establishment of a virtual presence, leveraging digital platforms to expand accessibility and reach for entrepreneurs. Subsequently, efforts will be directed towards securing a physical location, providing entrepreneurs with a tangible hub for support services and resources.

Through this collaborative endeavor, ESOs stand to significantly enhance their impact on the entrepreneurial ecosystem, unlocking a myriad of benefits. These include fostering enhanced collaboration, reducing duplication of efforts, increasing access to resources, streamlining service delivery, igniting synergy and innovation, and amplifying overall impact. By breaking down silos and working together, ESOs aim to cultivate a cohesive and effective support ecosystem for entrepreneurs, driving economic growth and prosperity within the community.

Partner organizations were provided Contribution and Disclosure Forms in accordance with Ordinance No. 019581.

PRIOR COUNCIL ACTION:

On May 14, 2022, City Council approved the allocation of \$14M to small business recovery and relief.

AMOUNT AND SOURCE OF FUNDING:

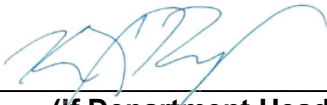
Grant Funded (ARPA)

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X 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)

RESOLUTION

WHEREAS, the City of El Paso (“City”) has established the Business One Stop Shop (“BOSS”) to foster increased connectivity, collaboration, coordination, increase awareness, engagement, and trust to catalyze collective action around building an equitable entrepreneurial ecosystem, supporting equitable small business recovery, retention, and expansion; and

WHEREAS, the City identified various entities jointly referred to as the Entrepreneurial Support Organization (“ESO”) which have agreed to individually and collectively provide support services at the BOSS; and

WHEREAS, the City and ESO members now desire to enter into a written understanding of the expectations and commitments each party - individually and collectively - will be expected to provide to support the small business community of the City of El Paso;

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

1. **THAT**, the City Manager be authorized to sign a Memorandum of Understanding (“MOU”) with the ESO Network members.
2. **THAT**, the City Manager be authorized to allocate City resources, as defined in Section (c) of the MOU, to meet the City's Roles and Responsibilities in supporting the services provided at the Business One Stop Shop.

APPROVED this ____ day of _____, 2024.

(Signatures on the following page)

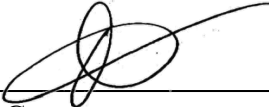
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

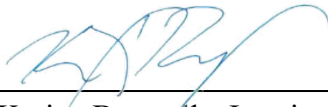
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Interim Director
Economic & International Development

This Memorandum of Understanding (“MOU”) is entered into by and between the **CITY OF EL PASO** (the “CITY”), a home rule municipal corporation, and members of the **ENTREPRENEURIAL SUPPORT ORGANIZATION** (“ESO”) Network (collectively, the “Parties”) on this the ____ day of ____, 2024.

The **ESO** Network shall provide support services at a “Business One Stop Shop” (“**BOSS**”) to be identified by the City. Said **BOSS** will be located within the geographic boundaries of The City Of El Paso, Texas. The ESO Network’s level of commitment on the hours will vary.

- **BETTER BUSINESS BUREAU FOUNDATION**
- **BORDERPLEX COMMUNITY CAPITAL**
- **DOWNTOWN MANAGEMENT DISTRICT**
- **EL PASO CHAMBER OF COMMERCE**
- **EL PASO CHAMBER OF COMMERCE FOUNDATION**
- **EL PASO COLLABORATIVE**
- **FABLAB EL PASO**
- **HUNT INSTITUTE FOR GLOBAL COMPETITIVENESS**
- **HISPANIC CHAMBER OF COMMERCE**
- **INDEPENDENT ELECTRICAL CONTRACORS**
- **JUST COMMUNITY INC.**
- **LIFTFUND INC.**
- **MEDICAL CENTER OF AMERICAS**
- **MIJA, YES YOU CAN**
- **MIKE LOYA CENTER FOR INNOVATION AND COMMERCE**
- **PEOPLESFUND**
- **PIONEERS 21**
- **PROGRESS321**
- **PROJECT VIDA**
- **SCORE (SERVICE RETIRED OF RETIRED EXECUTIVES)**
- **SMALL BUSINESS DEVELOPMENT CENTER (SBDC)**
- **WORKFORCE SOLUTIONS BORDERPLEX**

RECITALS:

WHEREAS, the CITY entered into a “Collaboration Agreement” by and between the City of El Paso and the El Paso Chamber of Commerce, together the “Anchor Organizations” with the guidance of the Aspen Institute Latinos and Society (“AILAS”). The Anchor Organizations and AILAS will work together to empower Latino communities and promote long-term economic growth and resiliency.

WHEREAS, an Entrepreneurial Ecosystem Steering Committee (“EESC”) was formed, the EESC collectively recommended that to implement a place-based intervention by launching the **BOSS** would foster increased connectivity, collaboration, coordination, increase awareness, engagement, and trust to catalyze collective action around building an equitable entrepreneurial ecosystem, supporting equitable small business recovery, retention, and expansion.

WHEREAS, the goal of a strengthened ecosystem is to ensure that every entrepreneur and small business owner in El Paso, regardless of background and demographics, has access to the resources and relationships that he or she needs to start and grow a thriving business that contributes to their financial well-being and to the growth and long-term viability of the city’s economy.

NOW THEREFORE, in consideration of the foregoing, the CITY and the **ESO** enter this Memorandum of Understanding to lay out the terms agreed upon by the Parties as follows:

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- ii. Mentoring
- iii. Digital Transformation
- iv. Technical Assistance and Financial Literacy

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APPROVED by the City Council of the City of El Paso on this _____ day of _____, 2024


CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:




Karina Bragalla, Interim Director
Economic and International Development

ESO: Belden Business Bureau El Paso

Authorized Signer for the Organization

Name: Margbeth Stevens

Title: President

Signature: 

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Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: **Borderplex Community Capital**

Authorized Signer for the Organization

Name: Hector Villegas

Title: President & CEO

Signature: H.Villegas

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Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: EL PASO DOWNTOWN MANAGEMENT DISTRICT

Authorized Signer for the Organization

Name: JOE GUDENRATH

Title: EXECUTIVE DIRECTOR

Signature: 

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APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: El Paso Chamber of Commerce

Authorized Signer for the Organization

Name: Andrea Hutchins

Title: President & CEO

Signature: *Andrea Hutchins*

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- vi. Research & Development
- vii. Workforce Development

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APPROVED by the City Council of the City of El Paso on this _____ day of _____, 2024


CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



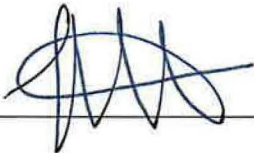
Karina Bragalla, Interim Director
Economic and International Development

ESO: El Paso Chamber of Commerce
Foundation

Authorized Signer for the Organization

Name: Lupe Mares

Title: Executive Director - EP Chamber
Foundation

Signature: _____

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The **ESO** Network shall provide support services at a “Business One Stop Shop” (“**BOSS**”) to be identified by the City. Said **BOSS** will be located within the geographic boundaries of The City Of El Paso, Texas. The ESO Network’s level of commitment on the hours will vary.

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Interim City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: El Paso Collaborative for Community and Economic Development

Authorized Signer for the Organization

Name: Bill Schlesinger

Title: Executive Director

Signature: 

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Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: Fab Lab El Paso

Authorized Signer for the Organization

Name: Cathy Chen

Title: Executive Director

Signature: 

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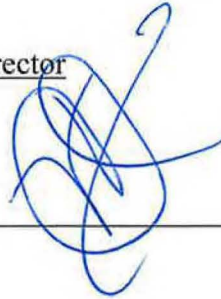
ESO: Hunt Institute for Global Competitiveness

Authorized Signer for the Organization

Name: Mayra Maldonado

Title: Executive Director

Signature: _____

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right, positioned over the signature line.

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El Paso, Texas 79950-1890
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APPROVED by the City Council of the City of El Paso on this _____ day of _____, 2024


CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: HISPANIC CHAMBER OF COMMERCE

Authorized Signer for the Organization

Name: Cindy Ramos-Davidson

Title: CEO

Signature: 

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ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: Independent Electrical Contractors (IEC)

Authorized Signer for the Organization

Name: Sara Navarro

Title: Executive Director

Signature: 

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Interim City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



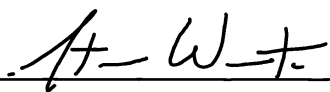
Karina Bragalla, Interim Director
Economic and International Development

ESO: JUST Community

Authorized Signer for the Organization

Name: Steve Wanta

Title: CEO

Signature: 

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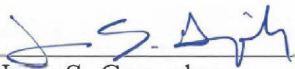
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Cary Westin
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ATTEST:

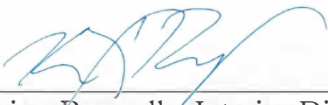
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APPROVED AS TO FORM:



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Senior Assistant City Attorney


APPROVED AS TO CONTENT:



Karina Brascalla, Interim Director
Economic and International Development

APPROVED:

ESO: LiftFund Inc.



Amy Hereford
Interim President
LiftFund Inc.

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El Paso, Texas 79950-1890
 - b. With a Copy to: The City of El Paso
Attn: Economic and International Development
P. O. Box 1890
El Paso, Texas 79950-1890
 - c. TO THE ESO

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APPROVED by the City Council of the City of El Paso on this _____ day of _____, 2024


CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: Medical Center of the Americas Foundation

Authorized Signer for the Organization

Name: Carlos Ortega

Title: President & CEO

Signature: 

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- **JUST COMMUNITY INC.**
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- **MEDICAL CENTER OF AMERICAS**
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- **SCORE (SERVICE RETIRED OF RETIRED EXECUTIVES)**
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RECITALS:

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WHEREAS, an Entrepreneurial Ecosystem Steering Committee (“EESC”) was formed, the EESC collectively recommended that to implement a place-based intervention by launching the **BOSS** would foster increased connectivity, collaboration, coordination, increase awareness, engagement, and trust to catalyze collective action around building an equitable entrepreneurial ecosystem, supporting equitable small business recovery, retention, and expansion.

WHEREAS, the goal of a strengthened ecosystem is to ensure that every entrepreneur and small business owner in El Paso, regardless of background and demographics, has access to the resources and relationships that he or she needs to start and grow a thriving business that contributes to their financial well-being and to the growth and long-term viability of the city’s economy.

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Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:




Karina Bragalla, Interim Director
Economic and International Development

ESO: Mija, Yes You Can

Authorized Signer for the Organization

Name: Iris Lopez

Title: Founder, Executive Director

Signature: 

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Interim City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



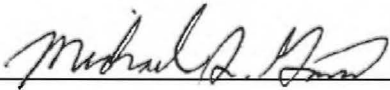
Karina Bragalla, Interim Director
Economic and International Development

ESO: Mike Loya Center for Innovation and Commerce

Authorized Signer for the Organization

Name: Michael S. Garcia

Title: Director

Signature: 

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APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



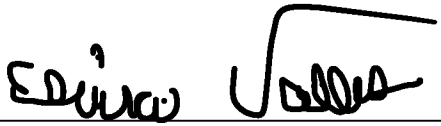
Karina Bragalla, Interim Director
Economic and International Development

ESO: PeopleFund

Authorized Signer for the Organization

Name: Elvira Valles

Title: Regional Lending Manager

Signature: 

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Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: Pioneers 21

Authorized Signer for the Organization

Name: Laura Butler

Title: Executive Director

Signature: Laura P. Butler

This Memorandum of Understanding (“MOU”) is entered into by and between the **CITY OF EL PASO** (the “CITY”), a home rule municipal corporation, and members of the **ENTREPRENEURIAL SUPPORT ORGANIZATION** (“ESO”) Network (collectively, the “Parties”) on this the ____ day of _____, 2024.

The **ESO** Network shall provide support services at a “Business One Stop Shop” (“**BOSS**”) to be identified by the City. Said **BOSS** will be located within the geographic boundaries of The City Of El Paso, Texas. The ESO Network’s level of commitment on the hours will vary.

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- **BORDERPLEX COMMUNITY CAPITAL**
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- **EL PASO CHAMBER OF COMMERCE**
- **EL PASO CHAMBER OF COMMERCE FOUNDATION**
- **EL PASO COLLABORATIVE**
- **FABLAB EL PASO**
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RECITALS:

WHEREAS, the CITY entered into a “Collaboration Agreement” by and between the City of El Paso and the El Paso Chamber of Commerce, together the “Anchor Organizations” with the guidance of the Aspen Institute Latinos and Society (“AILAS”). The Anchor Organizations and AILAS will work together to empower Latino communities and promote long-term economic growth and resiliency.

WHEREAS, an Entrepreneurial Ecosystem Steering Committee (“EESC”) was formed, the EESC collectively recommended that to implement a place-based intervention by launching the **BOSS** would foster increased connectivity, collaboration, coordination, increase awareness, engagement, and trust to catalyze collective action around building an equitable entrepreneurial ecosystem, supporting equitable small business recovery, retention, and expansion.

WHEREAS, the goal of a strengthened ecosystem is to ensure that every entrepreneur and small business owner in El Paso, regardless of background and demographics, has access to the resources and relationships that he or she needs to start and grow a thriving business that contributes to their financial well-being and to the growth and long-term viability of the city’s economy.

NOW THEREFORE, in consideration of the foregoing, the CITY and the **ESO** enter this Memorandum of Understanding to lay out the terms agreed upon by the Parties as follows:

a) The **CITY** and the **ESO** will comply with the following terms of the MOU, specifically:

- i. Empower and promote long-term economic growth and resiliency.
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- iii. Request businesses that obtain services through the BOSS to complete a survey to measure the economic impact of the programming available.
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APPROVED by the City Council of the City of El Paso on this _____ day of _____, 2024


CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: Progress321

Authorized Signer for the Organization

Name: Maya Sanchez

Title: Executive Director

Signature: Maya L S

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Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: Project Vida

Authorized Signer for the Organization

Name: Bill Schlesinger

Title: Co-Director

Signature: 

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ATTEST:

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City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:




Karina Bragalla, Interim Director
Economic and International Development

ESO: SCORE _____

Authorized Signer for the Organization

Name: Rick Peluso _____

Title: VP of Finance _____

Signature:  _____
322D94AF1B27418...

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Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:




Karina Bragalla, Interim Director
Economic and International Development

ESO: SBDC

Authorized Signer for the Organization

Name:  William Serrata

Title: College President

Signature: 

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- **WORKFORCE SOLUTIONS BORDERPLEX**

RECITALS:

WHEREAS, the CITY entered into a “Collaboration Agreement” by and between the City of El Paso and the El Paso Chamber of Commerce, together the “Anchor Organizations” with the guidance of the Aspen Institute Latinos and Society (“**AILAS**”). The Anchor Organizations and **AILAS** will work together to empower Latino communities and promote long-term economic growth and resiliency.

WHEREAS, an Entrepreneurial Ecosystem Steering Committee (“**EESC**”) was formed, the **EESC** collectively recommended that to implement a place-based intervention by launching the **BOSS** would foster increased connectivity, collaboration, coordination, increase awareness, engagement, and trust to catalyze collective action around building an equitable entrepreneurial ecosystem, supporting equitable small business recovery, retention, and expansion.

WHEREAS, the goal of a strengthened ecosystem is to ensure that every entrepreneur and small business owner in El Paso, regardless of background and demographics, has access to the resources and relationships that he or she needs to start and grow a thriving business that contributes to their financial well-being and to the growth and long-term viability of the city’s economy.

NOW THEREFORE, in consideration of the foregoing, the CITY and the **ESO** enter this Memorandum of Understanding to lay out the terms agreed upon by the Parties as follows:

a) The **CITY** and the **ESO** will comply with the following terms of the MOU, specifically:

- i. Empower and promote long-term economic growth and resiliency.
- ii. Provide referrals within the ESO Network.
- iii. Request businesses that obtain services through the BOSS to complete a survey to measure the economic impact of the programming available.
- iv. Each Party to this MOU shall contribute staff time and expertise by hosting webinars, trainings or meetings with businesses within their areas of expertise.
- v. Grow and accelerate equitable small business recovery and stimulate opportunities for long-term growth of small businesses that will create job growth through the creation of the BOSS.
- vi. Building a more equitable, data-driven, community informed, and inclusive entrepreneurial ecosystem in support of the community.
- vii. Create strategies for scaling and institutionalizing impactful programs to support greater economic mobility.
- viii. ESO acknowledges and agrees that nothing in this MOU is intended to create a financial obligation.

b) PERIOD OF SERVICE / TERM

- i. This MOU will become effective after execution and shall be reviewed **annually** for continuation.

c) CITY Roles and Responsibilities

- i. Identify a city-owned location for the BOSS, said BOSS will be located within the geographic boundaries of the city of El Paso.
- ii. Create a bilingual website for the BOSS to showcase services offered.
- iii. Provide staff support from the Economic & International Development | Small Business
- iv. Business Support Center information
 - a. Location
 - b. Hours of Operation
 - c. Cost of Services

d) SERVICES

- i. Access to Capital
- ii. Mentoring
- iii. Digital Transformation
- iv. Technical Assistance and Financial Literacy

- v. Community Outreach
- vi. Research & Development
- vii. Workforce Development

e) TERMINATION

- i. **TERMINATION BY CITY.** It is understood and agreed by the ESO and the CITY that the CITY may terminate this MOU, for the convenience of the CITY, upon **thirty (30) consecutive calendar days'** written notice.
- ii. It is also understood and agreed that upon such notice of termination, the ESO shall cease the performance of services under this MOU.
- iii. **TERMINATION BY EITHER PARTY.** It is further understood and agreed by the ESO and CITY that either party may terminate this MOU. Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this MOU, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **thirty (30) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.
- iv. The CITY retains the right to immediately terminate this MOU for default, if any ESO violates any local, state, or federal laws, rules or regulations that relate to the performance of this MOU.
- v. Each Party will in good faith negotiate resolution of any commitments or outstanding obligations under this MOU.

f) NOTICES

- i. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:
 - a. To the CITY: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890
 - b. With a Copy to: The City of El Paso
Attn: Economic and International Development
P. O. Box 1890
El Paso, Texas 79950-1890
 - c. TO THE ESO

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

ALL PARTIES AGREE THAT THIS MEMORANDUM OF UNDERSTANDING IS NOT A CONTRACT AND CREATES NO LEGAL REQUIREMENTS UNDER THE LAW AND IS NOT ENFORCEABLE AS SUCH. THE PURPOSE FOR THIS DOCUMENT IS TO STATE THE ROLES AND RESPONSIBILITIES OF THE ESO NETWORK AND THE CITY OF EL PASO.

APPROVED by the City Council of the City of El Paso on this _____ day of _____, 2024


CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: Workforce Solutions Borderplex

Authorized Signer for the Organization

Name: Leila Melendez

Title: Chief Executive Officer

Signature: 

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

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Contributor / Donor Information:

Full Name	Joe Gudenrath
Business Name	El Paso Downtown Management District
Agenda Item Type	BOSS Partners MOU
Relevant Department	Economic & International Development

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Signature: **Joe Gudenrath**

Digitally signed by Joe Gudenrath
DN: cn=Joe Gudenrath, o=El Paso Downtown Management District,
ou=Executive Director, email=jgudenrath@elpasodmd.org, c=US
Date: 2024.02.26 12:57:24 -0700

Date: **2/26/2024**

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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Business Name _____

Agenda Item Type _____

Relevant Department _____

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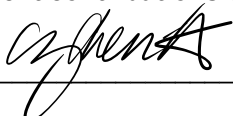
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Signature:  Date: _____

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Contributor / Donor Information:

Full Name	<u>Maya Sanchez</u>
Business Name	<u>Progress321</u>
Agenda Item Type	<u>BOSS Partners MOU</u>
Relevant Department	<u>City of El Paso Economic Development</u>

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Signature: Mary L [Signature] Date: 2/26/24

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Contributor / Donor Information:

Full Name

HECTOR VILLEGAS

Business Name

BORDERPLEX COMMUNITY CAPITAL

Agenda Item Type

BOSS MOU

Relevant Department

ECONOMIC AND INTERNATIONAL DEVELOPMENT

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Signature: [Signature] Date: 2/28/24

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Agenda Item Type BOSS MOU _____

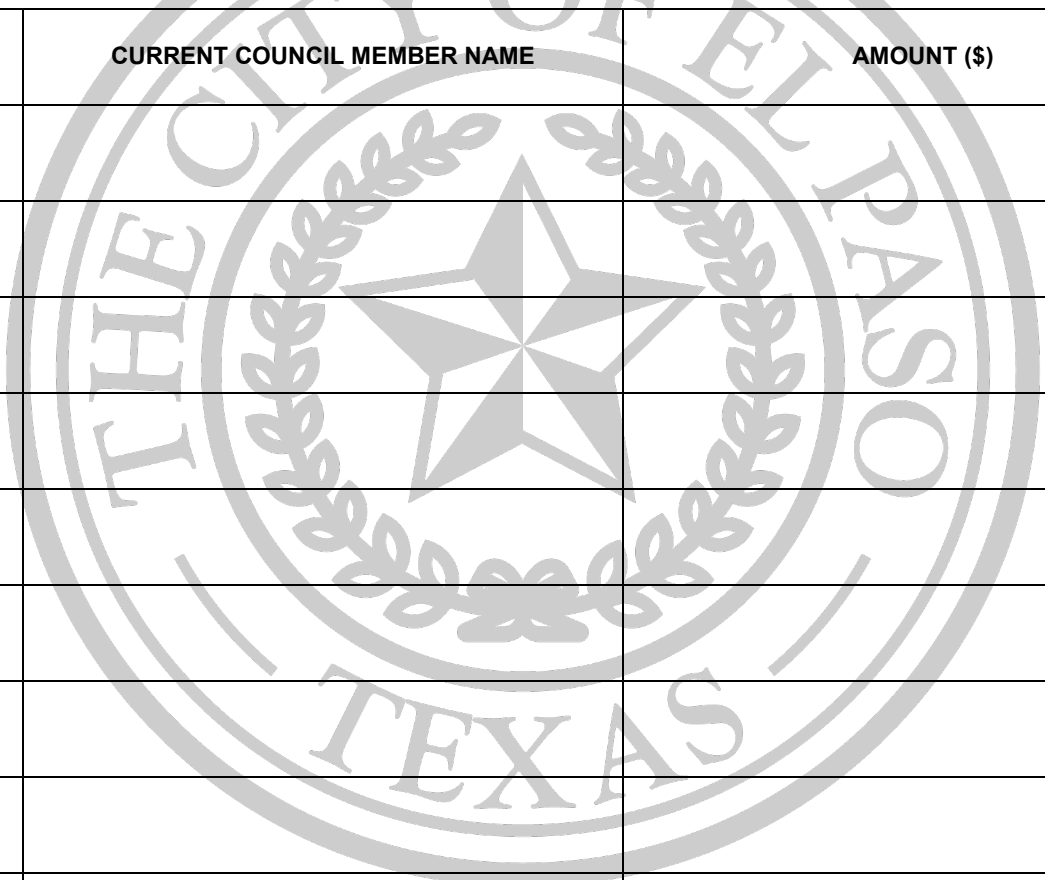
Relevant Department Economic and International Development _____

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Signature: Sara Navas Date: _____

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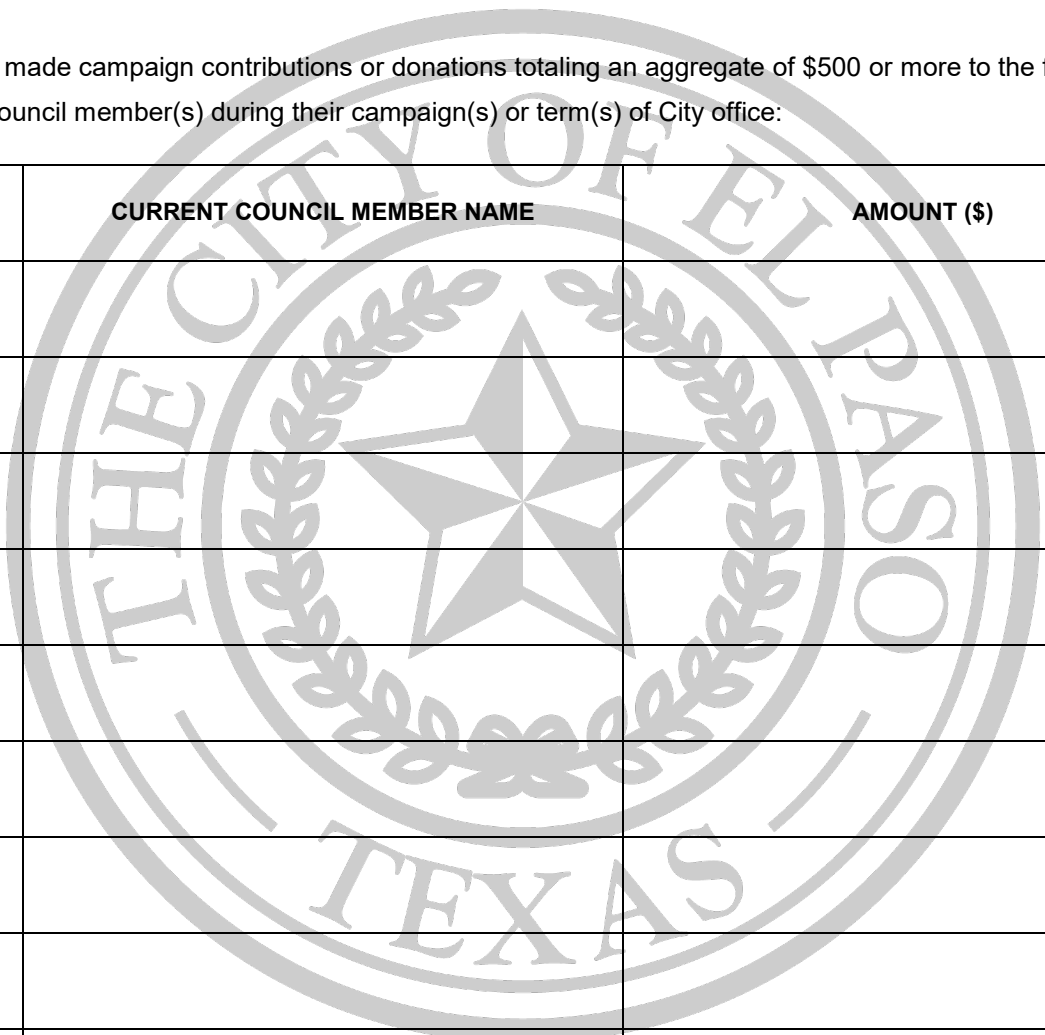
Relevant Department _____

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Signature: Carlos Ortega Date: _____

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Full Name	Joe Gudenrath
Business Name	El Paso Downtown Management District
Agenda Item Type	BOSS Partners MOU
Relevant Department	Economic & International Development

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Signature:

Joe Gudenrath

Digitally signed by Joe Gudenrath
DN: cn=Joe Gudenrath, o=El Paso Downtown Management District,
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Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

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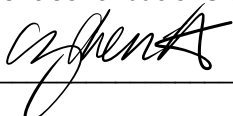
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DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

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Contributor / Donor Information:

Full Name	<u>Maya Sanchez</u>
Business Name	<u>Progress321</u>
Agenda Item Type	<u>BOSS Partners MOU</u>
Relevant Department	<u>City of El Paso Economic Development</u>

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

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Signature: Mary L [Signature] Date: 2/26/24

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Business Name _____

Agenda Item Type _____

Relevant Department _____

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Signature: Bill Schlusberg Date: _____

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Contributor / Donor Information:

Full Name

Mary Stevens

Business Name

BBB E/PRCO

Agenda Item Type

grants BOSS MOU

Relevant Department

Econ Dev.

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



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Date: _____

2/29/24

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Contributor / Donor Information:

Full Name	Chester Hamilton Frame
Business Name	Score El Paso Chapter
Agenda Item Type	BOSS MOU
Relevant Department	ECONOMIC & INTERNATIONAL DEVELOPMENT

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Signature: *CH Franco* Date: 3/9/24

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Contributor / Donor Information:

Full Name	Laura Butler
Business Name	Pioneers21
Agenda Item Type	BOSS MOU
Relevant Department	ECONOMIC AND INTERNATIONAL DEVELOPMENT

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Business One Stop Shop Memorandum of Understanding with the Entrepreneur Support Organizations

**Goal 1. Cultivate an Environment Conducive to Strong,
Economic Development**

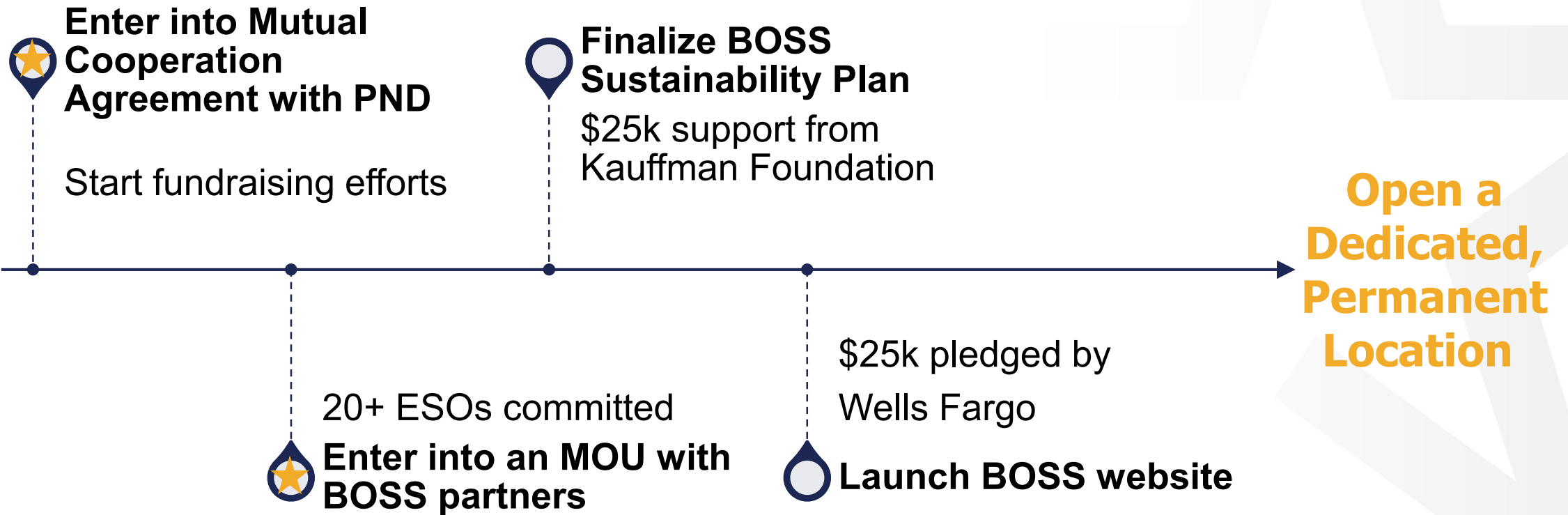
Item 39

Requested Action

APPROVAL of a Resolution authorizing the City Manager be authorized to sign a Memorandum of Understanding (“MOU”) with the ESO Network members and that the City Manager be authorized to allocate City resources, as defined in Section (c) of the MOU, to meet the City's Roles and Responsibilities in supporting the services provided at the Business One Stop Shop.



Business One Stop Shop (BOSS) Program Strategy



Business One Stop Shop (BOSS)

- First of its kind program to provide **place-based intervention** for small businesses, growing businesses or aspiring entrepreneurs
- Builds on existing Small Business Assistance efforts:
 - Entrepreneur Support Organizations **(ESOs) Coalition**
 - **Aspen Institute** Latinos & Society: City Learning & Action Lab Initiative
 - **Supply El Paso** implementation

Bilingual Services Provided

- Access to Capital
- Financial Acumen
- Business Planning
- Incubation & Accelerator
- Technology Training
- Marketing & E-Commerce
- Procurement Bootcamp
- Foreign Direct Investment





Entrepreneur Support Organizations



Recompete Pilot Program

- El Paso Region selected as a 2023 finalist
- Grant proposal includes:
 - Funding for Supply El Paso implementation
 - Funding for BOSS staff and programming
 - Additional funding for BOSS technical assistance
 - Employment stipends for Recompete participants

See more at: www.ElPasoRecompete.org



Community Project Funding

- Congresswoman Veronica Escobar selected the BOSS program for FY24 Community Project Funding Appropriations
 - \$500,000 allocated for BOSS site improvements or building acquisition
 - Step towards goal of a dedicated physical space for programming and partners

Requested Action

APPROVAL of a Resolution authorizing the City Manager be authorized to sign a Memorandum of Understanding (“MOU”) with the ESO Network members and that the City Manager be authorized to allocate City resources, as defined in Section (c) of the MOU, to meet the City's Roles and Responsibilities in supporting the services provided at the Business One Stop Shop.



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, **R**espect, **E**xcellence,
Accountability, **P**eople



Legislation Text

File #: 24-215, 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, Sam Rodriguez, (915) 212-7301

Capital Improvement Department, Daniela Quesada, (915) 212-1826

AGENDA LANGUAGE:

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

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. [POSTPONED FROM 02-13-2024]

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

AGENDA DATE: Feb. 13, 2024
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez (915) 212-7301 /Daniela Quesada (915) 212-1826

DISTRICT(S) AFFECTED: All Districts, 8

STRATEGIC GOAL: 3- Promote the Visual Image of El Paso, 4- Enhance El Paso's Quality of Life through recreational, cultural and educational environments.

SUBGOAL: 3.1- Improve the visual impression of the community

SUBJECT:

UPDATE on the council approved Union Depot Phase 2 Environmental Site Assessment, and on MPA&EC alternative site selection in response to council directive.

BACKGROUND / DISCUSSION:

Discussion and action on a presentation of the work completed up to date as part of identifying an alternative site to the Multipurpose Performing Arts & Entertainment Center, including Phase 2 Environmental Site Assessment (ESA) report findings for a potential site, next steps, and high-level milestones.

PRIOR COUNCIL ACTION:

1. Council made the motion on June 5th, 2023, to undertake a Phase 2 Environmental Site Assessment for alternative sites of the Multipurpose Performing Arts & Entertainment Center, in an amount not to exceed \$168,135.00.
2. Jan. 3, 2023, Motion made by Representative Annello, seconded by Representative Molinar, and carried that the City of El Paso RE-EVALUATE AND REPURPOSE as appropriate the now-insufficient funds for constructing a new Multipurpose Performing Arts and Entertainment Center, any sports facility or other building within the area bounded by West Overland Avenue to the north, South Santa Fe Street to the east, West Paisano Drive to the south, and Leon Street to the west and that no buildings within this area be condemned or demolished; and to begin examining the use of these funds specific to what the voters approved within existing City facilities that may be renovated or upgraded to honor the will of the voters.

AMOUNT AND SOURCE OF FUNDING:

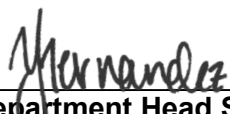
2012 Quality of Life bond project fund for the Multipurpose Entertainment and Performance Center Project.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:


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

RESOLUTION

WHEREAS, on January 3, 2023, the El Paso City Council directed City staff to identify an alternative site for the Multipurpose Cultural and Performing Arts Center (the “MPC”).

WHEREAS, after analysis, review, and consideration, City staff recommends that the MPC be located on the property commonly known as the El Paso Union Depot site, which is further identified in the map attached hereto as Exhibit A.

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

THAT the City Council of the City of El Paso hereby approves the El Paso Union Depot site, as identified in Exhibit A, as the site of the MPC.

THAT the Interim City Manager, or his designee, is hereby directed to hire the consultants necessary to perform additional conceptual development of the design; propose and implement a community engagement plan; perform an archeological survey of the site; and any additional services that may be needed in the project development on the site.

THAT the Interim City Manager, or his designee, is hereby directed to review and terminate, if necessary, any existing City leases at the El Paso Union Depot, in accordance with applicable lease agreements.

THAT the Interim City Manager, or his designee, is hereby directed to develop a solicitation for a public private partnership agreement for the design and construction of the MPC.

APPROVED this _____ day of _____, 2024.

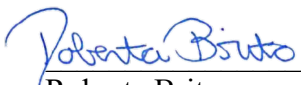
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

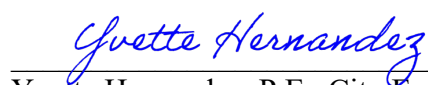
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



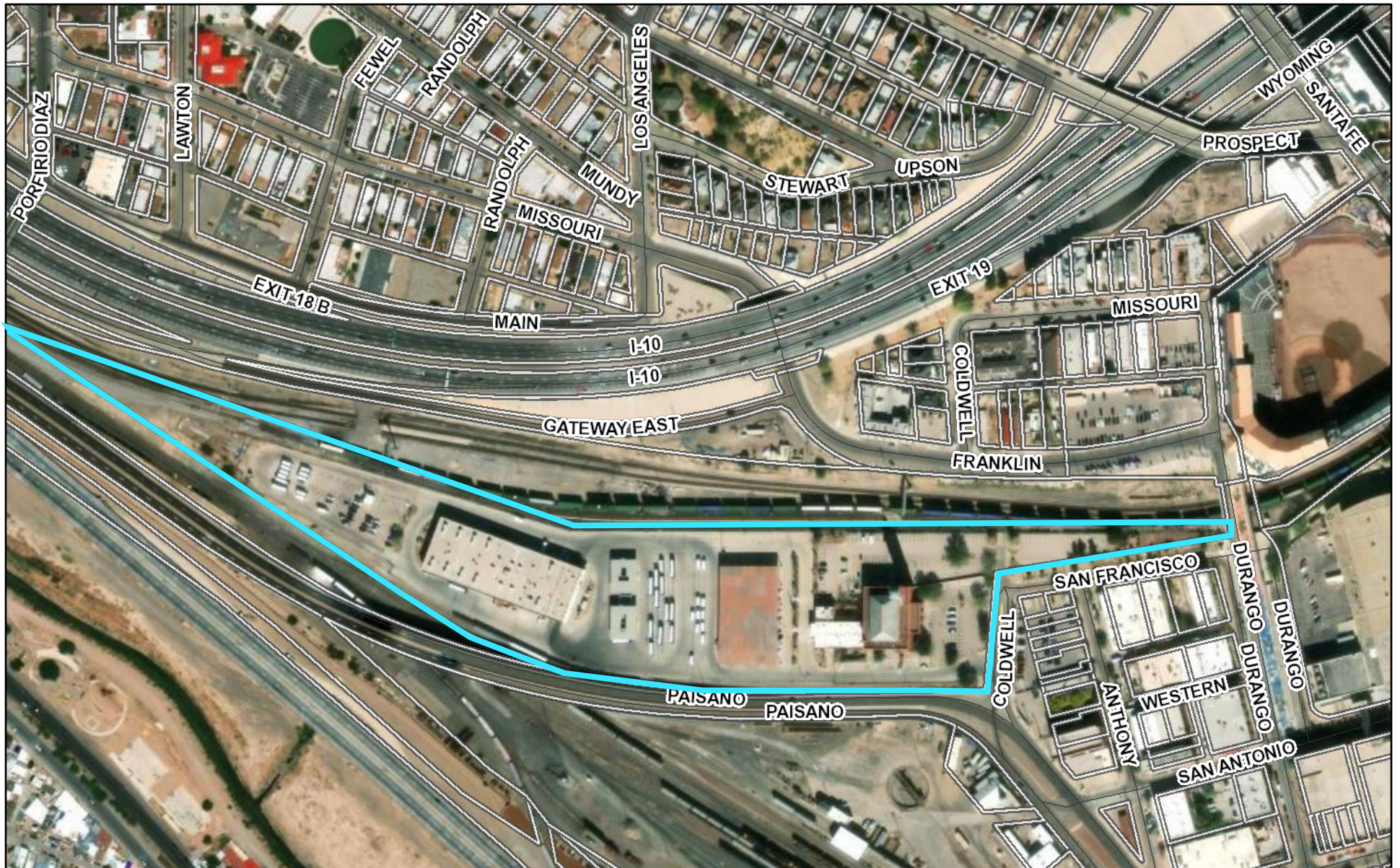
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

Exhibit A



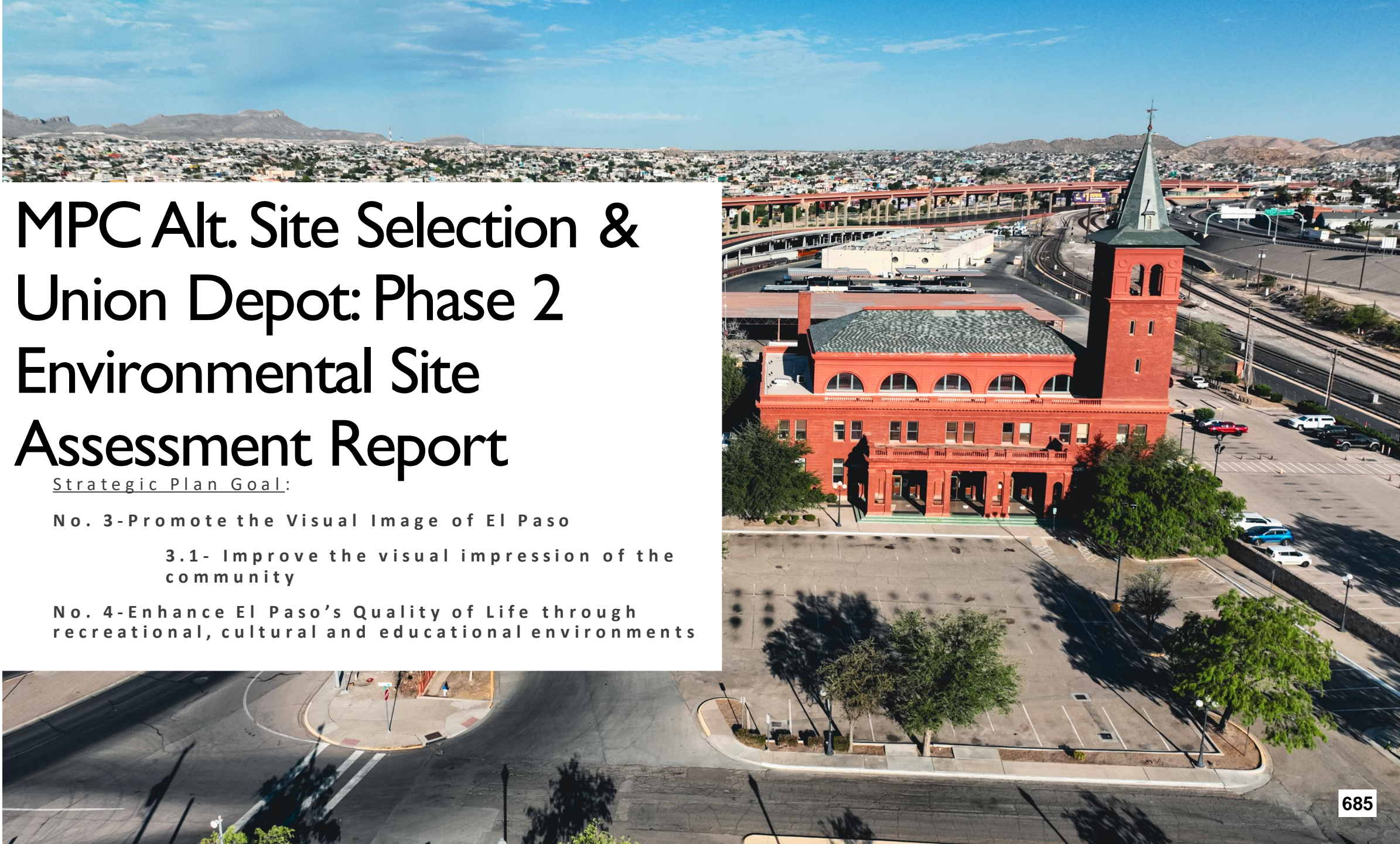
MPC Alt. Site Selection & Union Depot: Phase 2 Environmental Site Assessment Report

Strategic Plan Goal:

No. 3-Promote the Visual Image of El Paso

3.1- Improve the visual impression of the community

No. 4-Enhance El Paso's Quality of Life through recreational, cultural and educational environments



Agenda

- 1 Review of Previous Work & Site SWOT Analysis
- 2 Phase 2 ESA Report Findings & Recommendations
- 3 Grants & Other Work
- 4 Next Steps & Staff Recommendations



Council Directive

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5TH AND FINAL MOTION - Jan 3, 2023

Motion made by Representative Annello, seconded by Representative Molinar, and carried that the City of El Paso **RE-EVALUATE AND REPURPOSE** as appropriate the now-insufficient funds for constructing a new Multipurpose Performing Arts and Entertainment Center, any sports facility or other building within the area bounded by West Overland Avenue to the north, South Santa Fe Street to the east, West Paisano Drive to the south, and Leon Street to the west and that no buildings within this area be condemned or demolished; and to begin examining the use of these funds specific to what the voters approved within existing City facilities that may be renovated or upgraded to honor the will of the voters.



AYES: Representatives Annello, Molinar, Fierro, and Canales

NAYS: Representatives Hernandez, Salcido, and Rivera

ABSTAIN: Representative Kennedy

An aerial photograph of the Union Depot in Las Vegas. The depot is a large, red brick building with a prominent clock tower. It is situated next to a multi-lane highway and several railroad tracks. In the background, there are mountains and a residential area. The sky is clear and blue.

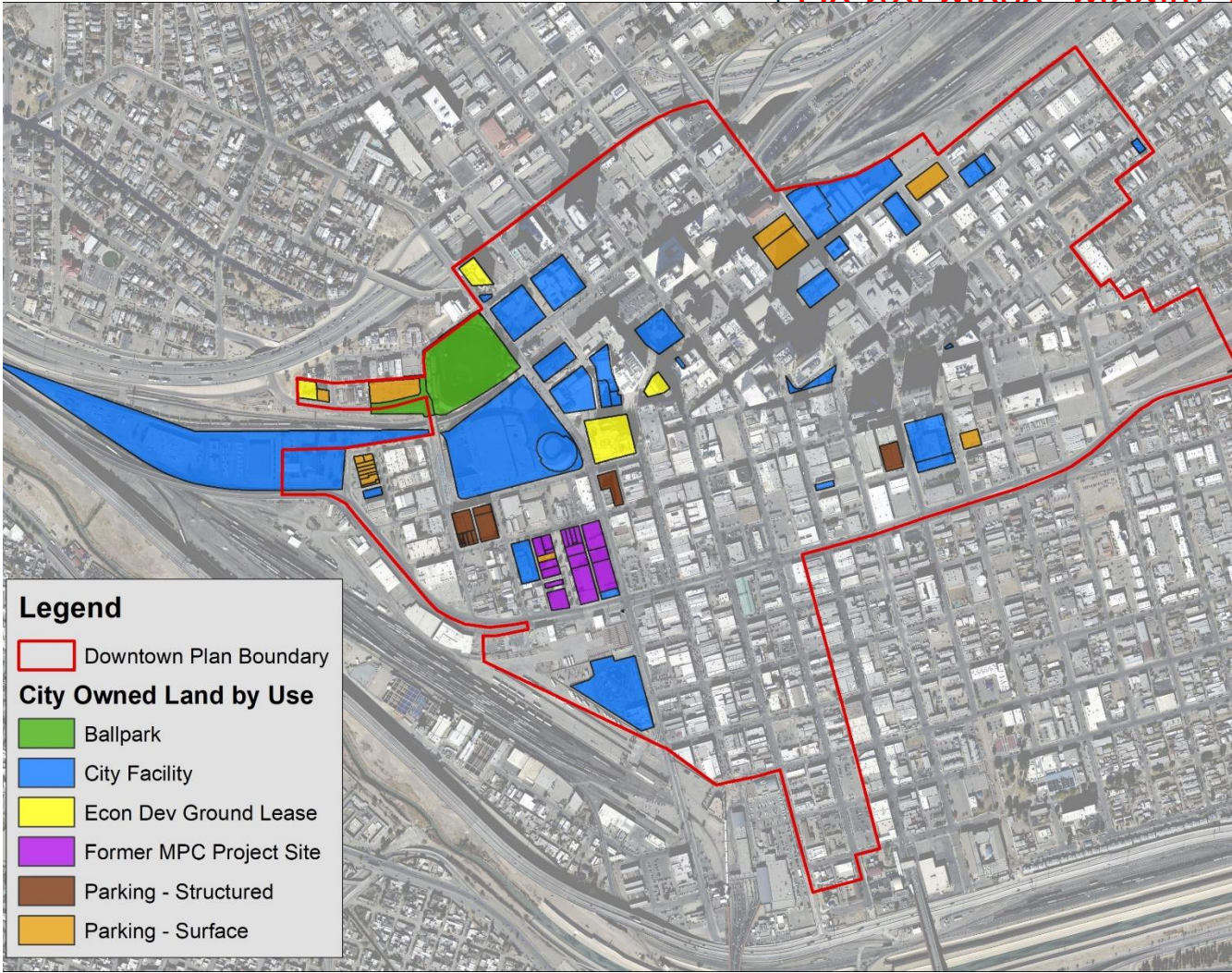
① Review of Previous Work & Site SWOT Analysis

Union Depot Phase 2 ESA Report

City-Owned Properties in the Downtown Plan Area

Property Description	Lots	Acreage
Future Use	2	1.9
City Facility	2	1.9
In Use	26	6.5
Parking - Structured*	10	2.2
Parking - Surface	16	4.3
Occupied	33	53.4
City Facility	27	43.6
ED Ground Lease	4	2.9
Ballpark	2	6.9
Vacant	19	3.8
City Facility**	1	0.1
Former MPC Project Site	19	3.7
Grand Total	80	65.6

*Union Plaza Transit Terminal is made up of 8 lots
**Fire Station 1 in the Former MPC Project Site Footprint



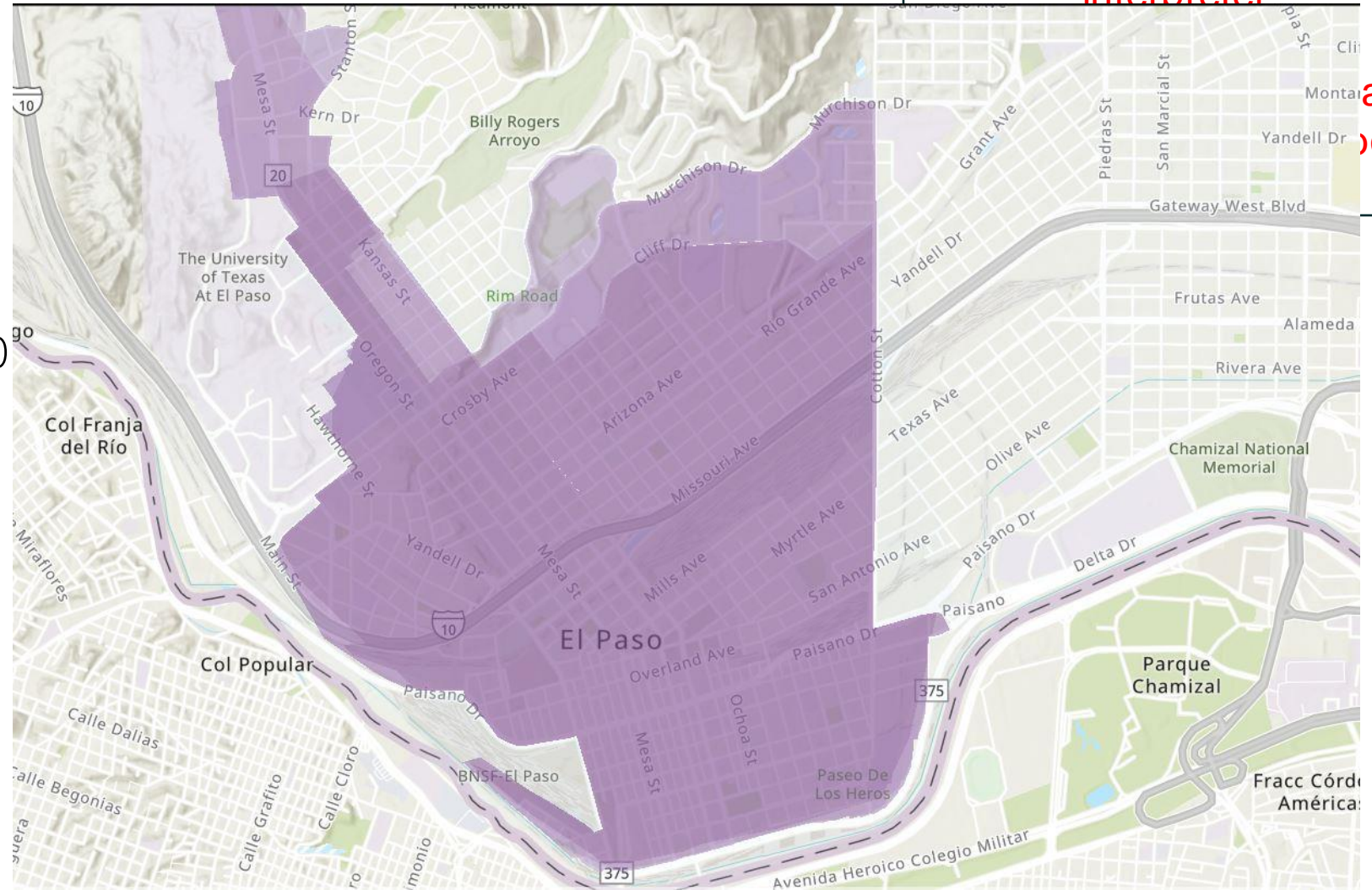
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New Expanded Downtown Plan Area:

New Plan Area Adopted with the Uptown, Downtown and Surrounding Areas Plan

- Northern Boundary includes Mesa Corridor North of I-10 to Mission Hills
- Eastern Boundary extended to Cotton and Loop 375



GENSLER FEASIBILITY STUDY – KEY TAKEAWAYS AND CRITERIA

- There is a market need for a **MODERN** facility in the 8,000-12,000 seats size
- Cost for hybrid facility (4000 indoor/4000 outdoor) is within voter-approved budget
- Operating models estimate a yearly profit for the operation
- Contributes to the revitalization of Downtown & Union Plaza
- Incorporates this area into the Convention Center Campus for additional meeting space
- **Speed to Market crucial**; Cost estimates assume FY24 construction
- Site and Facility must be developed to meet Guiding Design Principles established through community engagement process

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Community Engagement Summary Points

- Approx. 1 500 survey participants
- **Great support and preference (66% to 73%) seen for integrating outdoor events, and existing urban context into the project**
- Over 50% support a facility that can host concerts, family shows, sporting events or open style events.
- Focus Group results informed the guiding design principles for a venue to be: Authentic, Integrated, Generative, Flexible, Inviting, and Vibrant.

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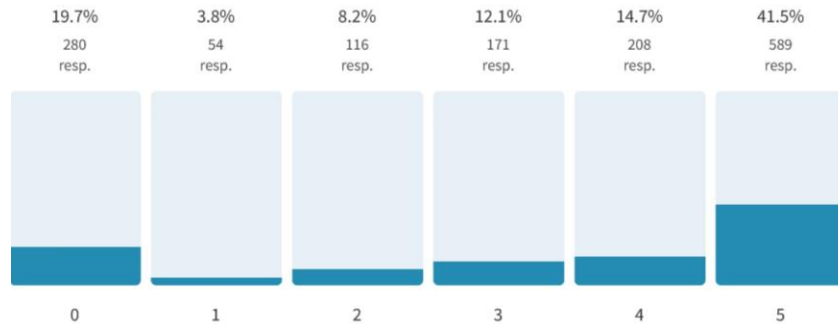
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This image depicts a flexible outdoor space for smaller events and gatherings, open air lawn style seating and small commercial spaces nearby.

1418 out of 1466 answered

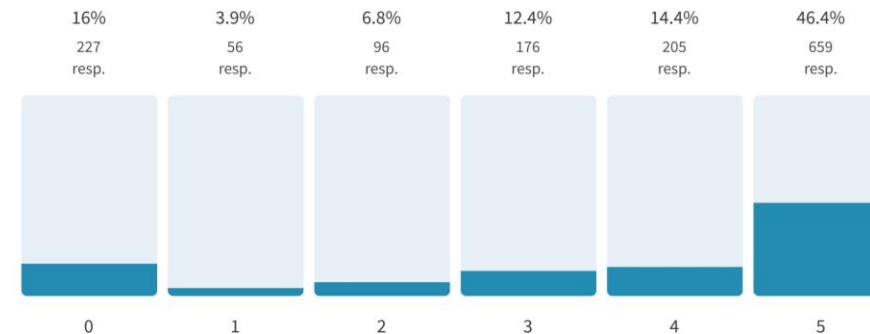
3.2 Average rating



The focus of this image is a space that can accommodate a variety of commercial uses in a boardwalk style, urban outdoor setting.

1419 out of 1466 answered

3.4 Average rating



Guiding Design Principles



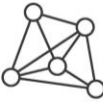
Authentic

Retain connections to history and enable organic growth.



Flexible

Draw people from morning till night with spaces that can serve different needs at different times.



Integrated

Take cues from the existing neighborhood scale and context to be connecting and enhancing.



Inviting

Welcome people from different walks of life with many ways to access and engage.



Generative

Provide new community assets and resources and grow new businesses and connections.



Vibrant

Celebrate El Paso's rich culture and natural beauty.

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Site Reconnaissance



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Site Comparison: Heat Map

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Site A

Site C

Site H

Site M

	EL PASO MPA & EC CHARACTER DISTRICT ISSUES	<u>UNION STATION SITE</u>	<u>CONVENTION CTR. SITE</u>	<u>MUNICIPAL SITE</u>	<u>EAST END SITE</u>
Lifestyle	Walkability	9	9	9	4
	Amenities (F&B)	9	8	7	4
	Views	7	8	5	9
	Parking Infrastructure	10	10	9	2
	Ride Share	7	7	5	9
	Perceived Safety/Security	8	8	9	6
Real Estate	Ease/Speed of Acquisition	9	5	3	7
	Risk Management (significant buildings, noise, street closures)	5	5	7	9
	Quality of Land Use/Economic Development Catalyst	9	8	6	7
	Adaptive Reuse	9	6	4	2
	Traffic Flow	6	8	8	8
	Sense of Place	9	8	6	2
	OVERALL SCORE	8.08	7.50	6.50	5.75

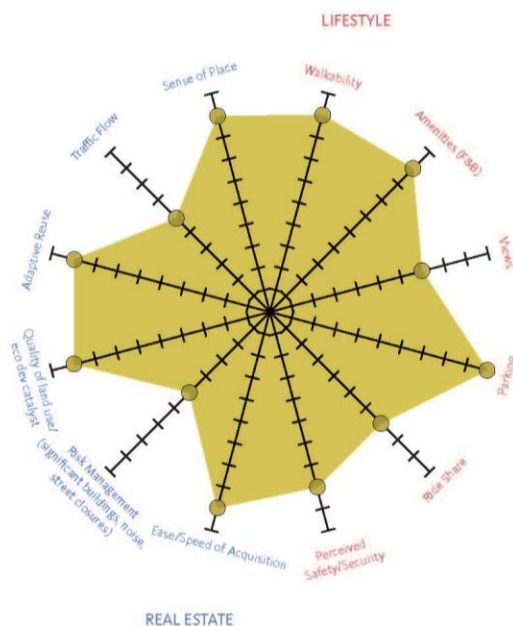
Site Comparison: Spider Graph

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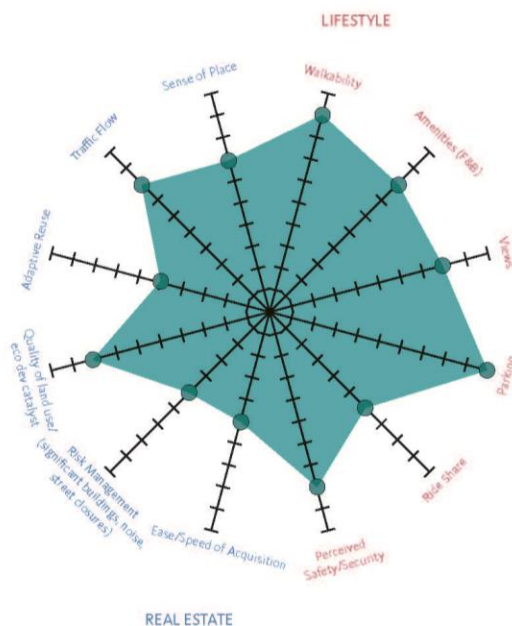
Site A

UNION STATION SITE



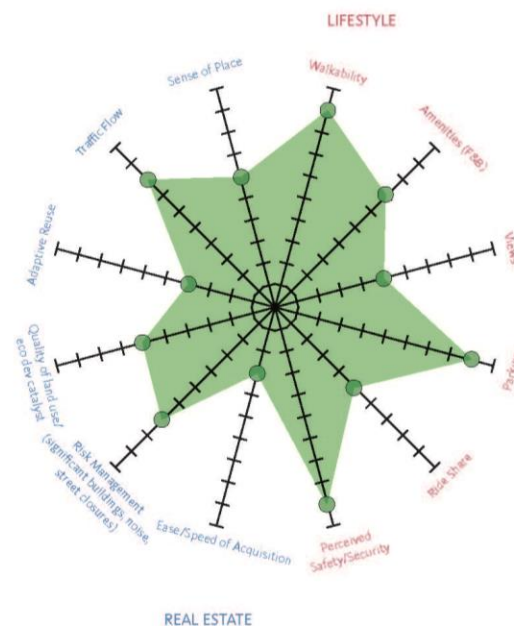
Site C

CONVENTION CENTER SITE



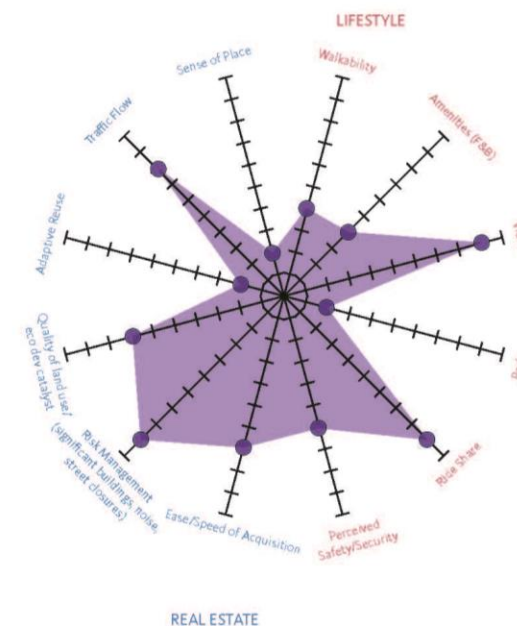
Site H

MUNICIPAL SITE

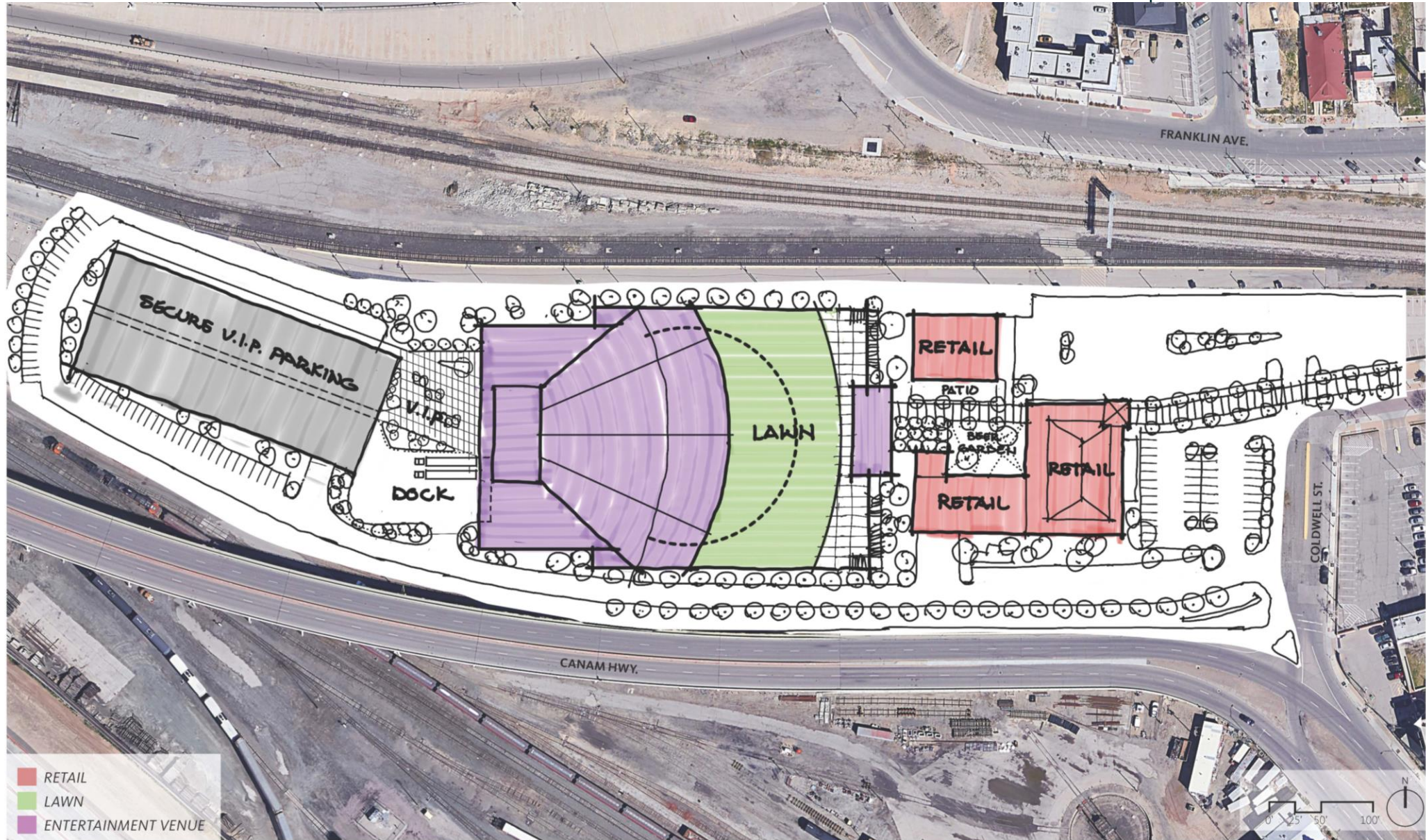


Site M

EAST END SITE



Previous Site Analysis: Site A



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SWOT Analysis Site A

14

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Strengths

- City currently owns the land - allows for a **speed to market approach**.
- Within walking distance to existing entertainment.
- Ample parking within walking distance.
- Ability to use the train station as a food and beverage destination and as part of the entry sequence.
- Ample land to create a VIP amenities on the west side of the site.
- Views of the mountains.
- The site is **culturally distinguished with historic character that sets it apart from any other venue in the country**.
- Allows for a multi-modal access experience. Amtrak stop remains.
- Adaptive reuse of the historic building and other existing buildings features this site as a sustainability champion.

W



Weaknesses

- The site layout produces a longer view corridor to the stage, although it is still within industry standard.
- Ingress and egress are primarily isolated to the east side.
- **Currently four different lease agreements/tenant contracts active on the property.**
- Clearance from the FTA may or may not be needed.

O



Opportunities

- **The use of the existing historic train station as a branding opportunity.**
- A unique digital experience can be incorporated into the facade of the venue to create an engaging experience for vehicular and train traffic flanking the site.
- Venue becomes an **anchor to reinforce the area as an entertainment district**.
- Economic development opportunity from hotel taxes with the adjacent hotels.
- Ability to monetize the VIP parking area.
- **Potential partner opportunity with railroad provider for a unique guest experience.**
- Close proximity to the Convention Center to be considered an expansion and partner use for additional convention space.

T



Threats

- Noise from the highway and railroad may impair the entertainment venue.
- Adaptive reuse of a nationally registered historic place could be polarizing to the community.
- **A transit-oriented use reportedly must remain on the site.**
- Potential environmental impacts from a past spillage may require hazardous materials remediation.

STRENGTHS

- **City-owned - allows for Speed to Market**
- Walking distance to existing entertainment & ample parking
- Culturally distinguished site with historic character sets it apart from any other venue in the country
- **Allows for multi-modal access/pedestrian oriented development**
- **Adaptive re-use of Historic bldg. and brownfield remediation makes this site a sustainability champion**



OPPORTUNITIES



- Venue becomes an anchor to reinforce the area as an entertainment district; drives economic development & growth for the surrounding businesses
- **Potential partner opportunity with railroad provider for a unique guest experience & branding**
- Close proximity to the Convention Center to be considered an expansion and partner use for additional convention space
- Potential for creating an engaging visual experience for vehicular and train traffic flanking the site

Existing Lease Agreements: Site A

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Tenant	Awarded	Expiration Date	Lease Options	SF	Current Annual Rent	# Days to notify
Amtrak	12/18/2015	12/7/2025	Two (2) terms @ 5 years each	1,993	\$ 38,498.28	120
First Transit, Inc.	2/4/2020	12/31/2022	Two (2) terms @ 1 year each	6,098	\$ 59,186.16	60
Greyhound	9/14/16	10/31/2026	Three (3) terms # 5 years each	15,832	\$ 91,323.96	90
Texas Tech	6/1/2013	5/31/2038	Two (2) terms @ 25 years each	21,940	\$ 1.00	120

Council Directive

Council made the motion on June 5th, 2023, to undertake a **Phase 2 Environmental Site Assessment** for alternative sites of the Multipurpose Performing Arts & Entertainment Center, in an amount not to exceed \$168,135.00.

The professional services and deliverables include:

- Review of available documents from previous Phase 1 Reports, and Site reconnaissance.
- Placement of borings and temporary wells for surveying, gauging and sampling.
- Soil and Groundwater Analytical Testing; Supplemental Geotechnical testing, & status reporting.
- Preliminary and Final Environmental Reporting.
- Preliminary and Final Geotechnical Reporting.

Total Cost: \$167,645.00



An aerial photograph of a large industrial and transportation area. In the foreground, there's a red brick building with a clock tower. To the right, a large paved lot is filled with many white semi-trucks parked in neat rows. In the background, a massive rail yard is visible, with hundreds of freight trains and containers stacked in long rows. An elevated highway runs along the top of the rail yard. The surrounding area includes various commercial buildings and parking lots.

② Phase 2 ESA Report Findings & Recommendations

Union Depot Phase 2 ESA Report

The Team

Environmental Engineering | WSP – Jaime Barnes
Mark Weatherly
Brenda Barnes

City of El Paso | ESD – Jason Sarate
Nick Ybarra
CID – Roxana Infante
Daniel Garcia
Daniela Quesada



Phase 2 ESA Results: BORINGS

- 31 borings made on site in the approximate locations:

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- During this study, hydrocarbon odors or hydrocarbon staining were detected in 10 borings, at various depths from 4' to 35'.

Phase 2 ESA Results: BACKGROUND REVIEW

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- Sun Metro site was significantly impacted by hydrocarbons (diesel and gasoline) from leaking petroleum storage tank releases, first documented in 1990.
- Hydrocarbon groundwater plume covered much of the site.
- Known impacts include **soil contamination** around the leak areas, with **deeper soil impacts near the water table across site**.
- Conditions documented through comprehensive studies, remedial activities, and risk assessments conducted between **1991 to 2008**
- **TCEQ granted closure for the cases in 2009, understanding impacts were left in-place, but plume was stable and not moving**
- Multiple reports of asbestos surveys, abatements, site management plan suggest most asbestos containing materials have been removed from the buildings on-site.
- Equipment, machinery and chemicals associated with current Sun Metro/Greyhound use are present on the site.

Phase 2 ESA Results: FINDINGS

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- 5 large 40,000-gallon fuel tanks are on site (USTs). 1 is still in use, and 4 are out of service but still in-place under TCEQ criteria.
- A fuel dispenser is on the east wash bay of the bus facility. This connects to the USTs referenced above, via underground lines.
- Storage for equipment and supplies.
- Electrical ballast, lighting, mercury switches and similar relatively small quantities of materials which may have hazardous components or be regulated as universal wastes.
- Groundwater was only encountered in five borings at depths between 31 to 35 feet.
- No Volatile organic compounds have been detected above current TCEQ TRRP default criteria in the current study.

Phase 2 ESA Results: ROM COST OF REMOVAL

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- **Chemical Storage Removal:** \$100-\$250 per drum, + oversight - \$6,500
- **Asbestos:** recommended surveys prior to demolition - \$10,000
- **Soil impacted** by removed **Underground Storage Tanks:** \$40,000 to \$100,000
- **5 remaining USTs** lines, and dispenser: \$150,000 to \$200,000
 - Additional soil removal (approx. 100 to 250 cubic yards)- \$35,000 to \$75,000
 - **ALT-** impacts may be left in place under TCEQ guidelines, with additional studies with a cost of \$50,000 to \$75,000
- Existing **Machinery:** \$25,000 to \$100,000
- **Near Surface Soil “Hot Spots”:** \$50,000 to \$175,000
- **Deeper Soil & Groundwater Impacts:** *assumptions of 50 drilled piers of 36” diameter* \$120,000 to \$250,000

Phase 2 ESA Results: SUMMARY

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- **Majority of impacts** remain in locations associated with former LPST release locations, and include hydrocarbons on groundwater ranging from 25' to 55' in depth
- **Excavations in the worker safety zone** will address the shallow soil hydrocarbon impacts beneath and adjacent to the bus maintenance facility.
- **Removal of identified impacts is recommended**, however more impacted areas may be encountered during construction
- Any **earthwork, utility work or deep foundation systems** should incorporate proper **contractual language covering worker safety**, waste management and stop work / change order conditions
- **TOTAL ROM cost**(plus 50% contingency range): **\$600,000 to \$2,700,000.**

Brownfield Remediation: the act of removing or sealing off points of contamination within a property in order for the property to be used again without health concerns.

EPA supports Brownfield Remediation and Land Revitalization

Remediation Cost Range: \$600,000 to \$2,700,000

Factors contributing to large range:

- Unknown Design; exact site plan and foundation types
- 50% Contingency to buffer for unknowns
- Actual removed impacts decided by the City

Recommended Impacts to be removed:

- Underground Storage Tanks (5 total USTs)
- Machinery and Equipment
- Stored chemicals
- Remaining Asbestos from existing bus facility
- Any soil excavated by the construction as indicated by Phase 2 ESA





3 Grants & Other Work

Union Depot Phase 2 ESA Report

Union Depot Sun Metro Grant Application

Grant Name: 2024 Texas Historical Trust Fund
(Texas Historical Commission)

- Scope of work: Restore/Repair 16 rotunda windows and 116 office windows
- Grant Request Amount: \$50,000.00
Match Amount: \$50,000.00
- Phase 1 application submitted Feb. 5th
- Pending THC's invitation to proceed to Phase 2

Grant Request	\$50,000.00
City Match	\$50,000.00
Total	\$100,000.00



Union Depot Sun Metro and FTA Remaining Interest

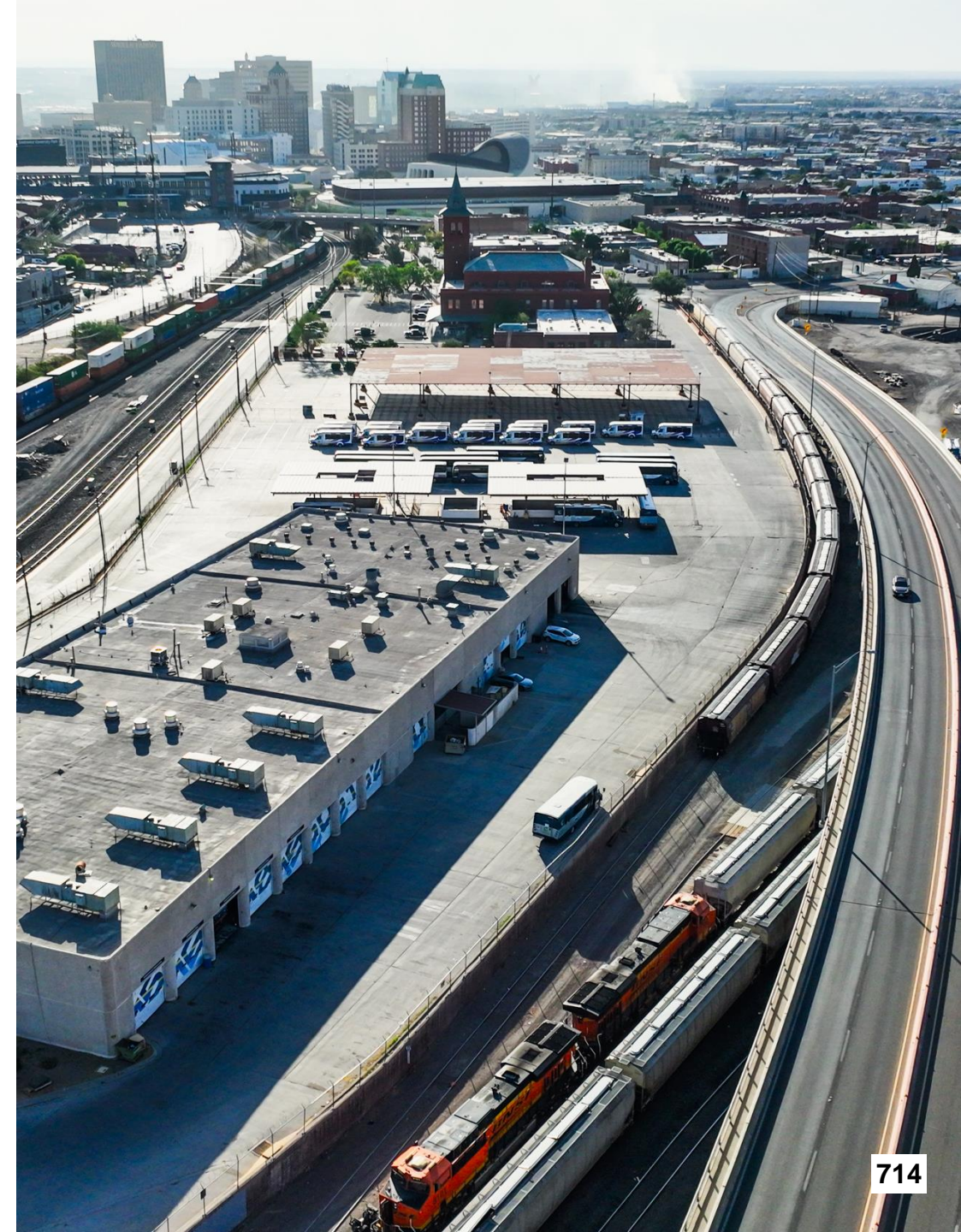
- Amtrak to remain operational on site
- Sun Metro & FTA agreements:
 - Remaining interest on Union Depot & Maintenance building: 80% of appraised Value ONLY if transit use is removed
 - FTA to make determination on private operator providing transit-related services

Project Cost to use this site = \$0



Site Appropriateness for Project Criteria

- City-owned Property
- Facilitates Speed to Market
- Great **Brownfield remediation opportunity**
- Revitalization for the Union Plaza District
- Accommodates Hybrid 8,000 seat capacity Facility
- Incorporation & **Adaptive Re-Use of Historic Union Depot**
- Promotes **Economic Development for local businesses**
- Within walking distance of other City Amenities:
 - Convention Center
 - Abraham Chavez Theater
 - Cultural Campus
 - Baseball Stadium
 - Streetcar Corridor (Santa Fe) & mass transit
- **Unique Character** that celebrates local history
- Opportunity to incorporate open-space programming
- Opportunity to incorporate train transit into the experience

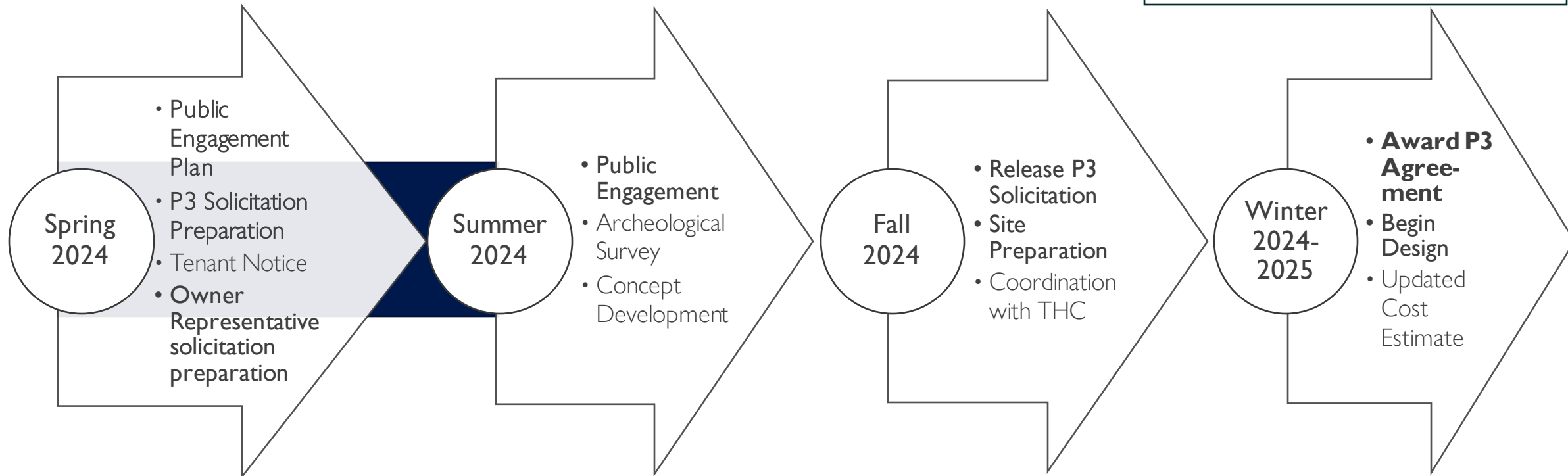


4 Next Steps

1. Conceptual Development & Public Outreach
 2. Terminate Lease Agreements
 - Amtrak contract to remain
 - TTU contract may remain
 3. Public Private Partnership (P3) Solicitation Preparation
 - Development and operation of Facility
 - Developer and operator agreement
- Consultants needed**
- Archeological
 - Owner's representative
 - Conceptual development & Public Outreach



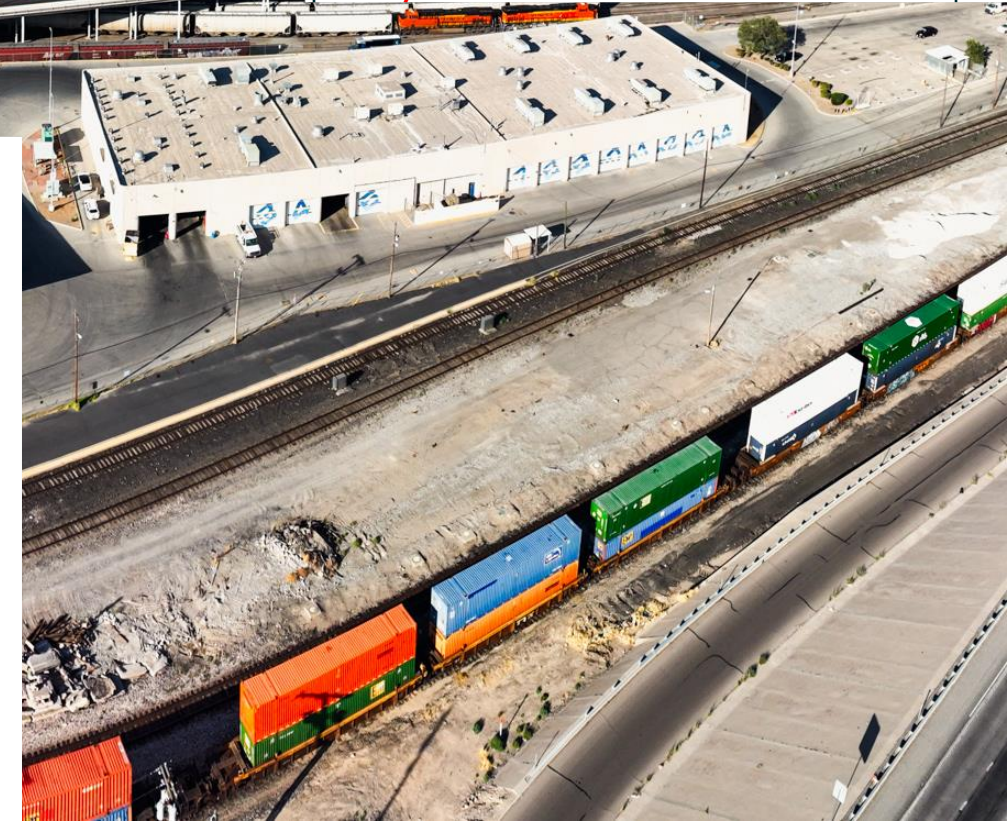
Timeline





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THANK YOU.

QUESTIONS?



Legislation Text

File #: 24-342, 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.

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.

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

AGENDA DATE: March 12, 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:

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.

BACKGROUND / DISCUSSION:

This item is 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 in accordance with Texas Local Government Code 395.053. This is part of the re-evaluation process of the impact fee structure for water and wastewater improvements.

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 received a briefing on an update on the land use assumptions and capital improvements plan. The draft impact fee calculations were also presented.

February 27, 2024 – City Council adopted a Resolution establishing March 12, 2024 as the public hearing to discuss and review the update of the land use assumptions and capital improvements plan and determine whether to amend the 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

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.

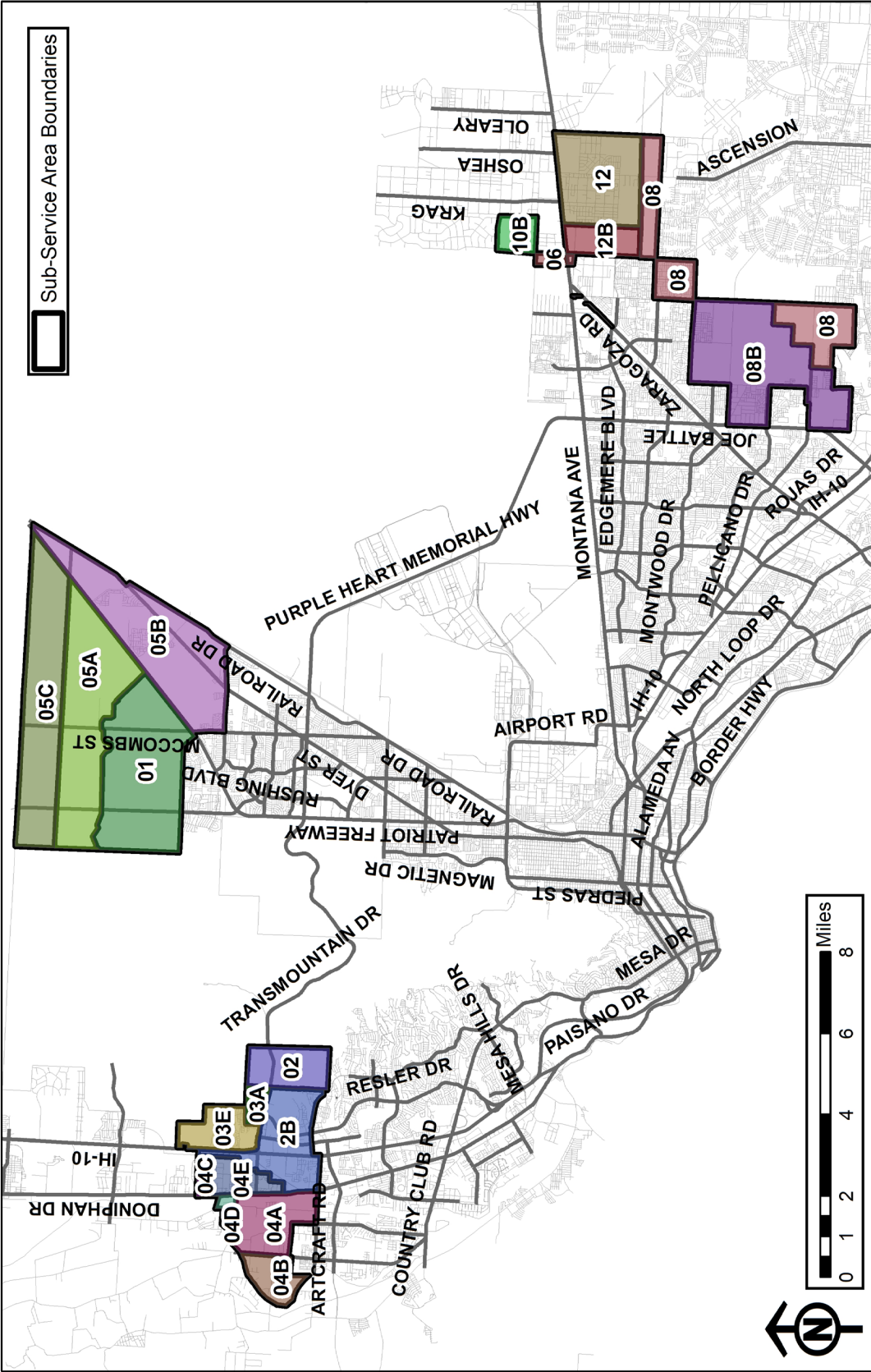


Figure 1. City of El Paso Water and Sewer Impact Fee Service Area

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

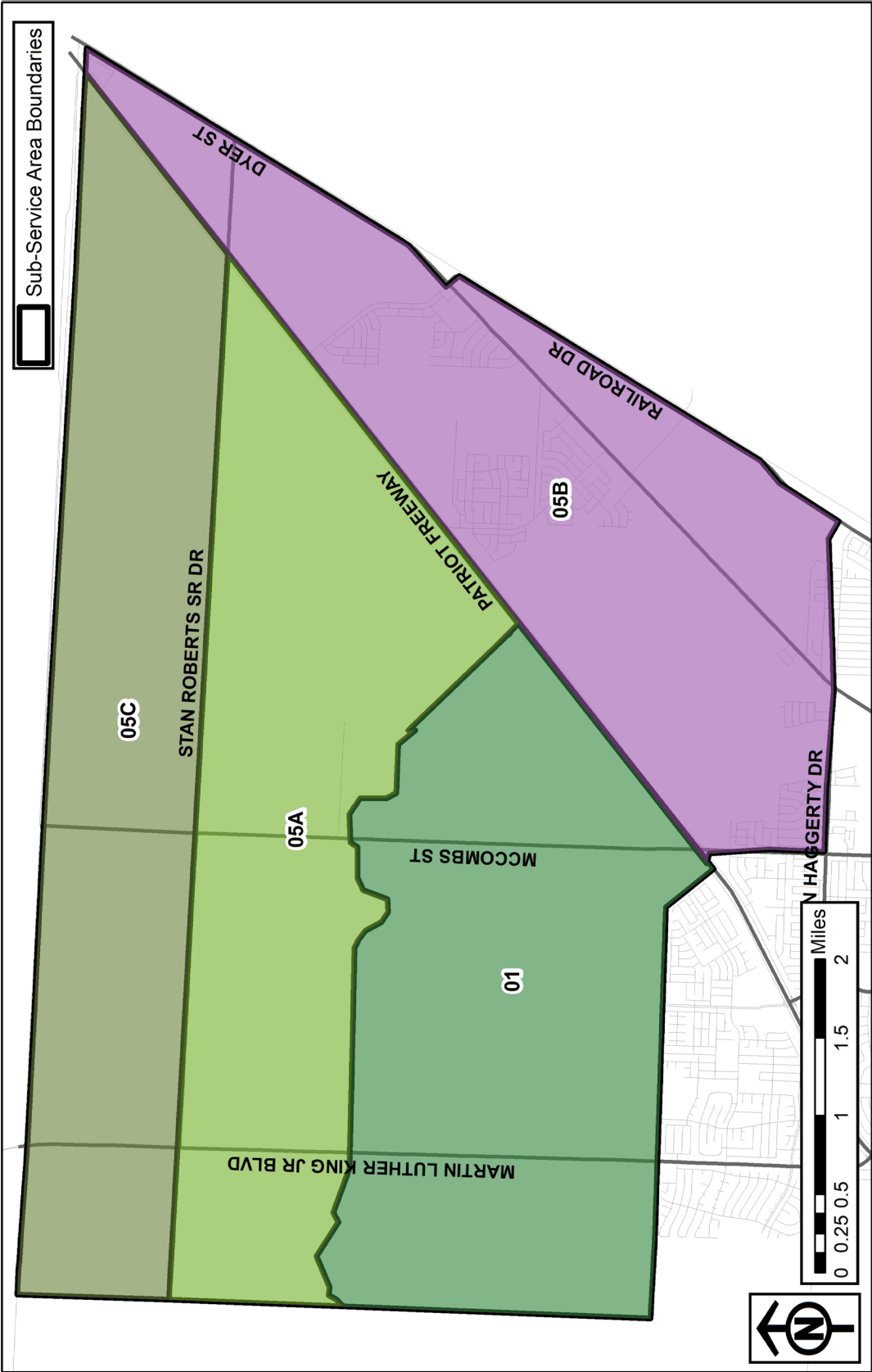


Figure 2. Northeast Water and Sewer Impact Fee Service Area

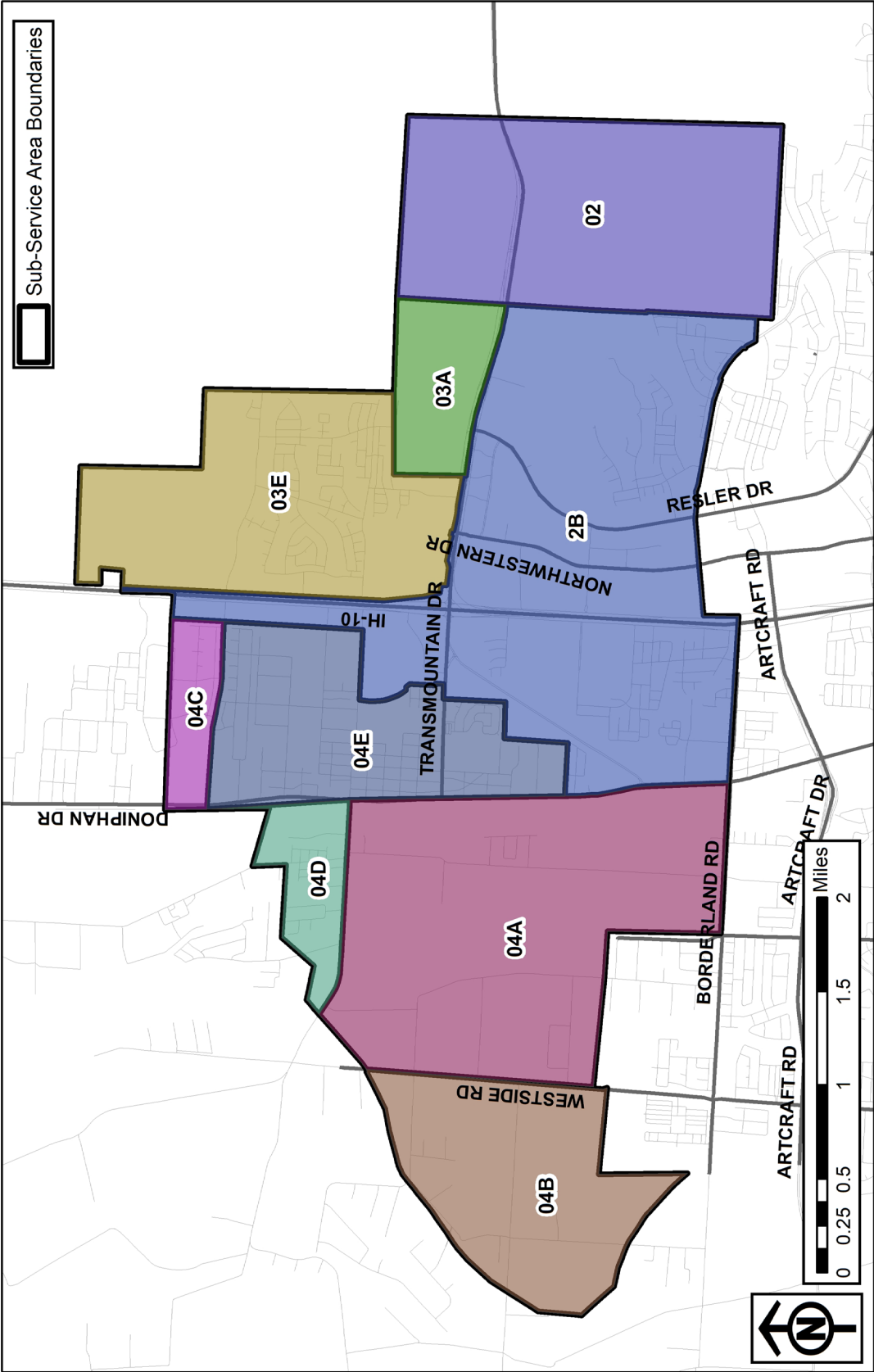


Figure 3. Westside Water and Sewer Impact Fee Service Area

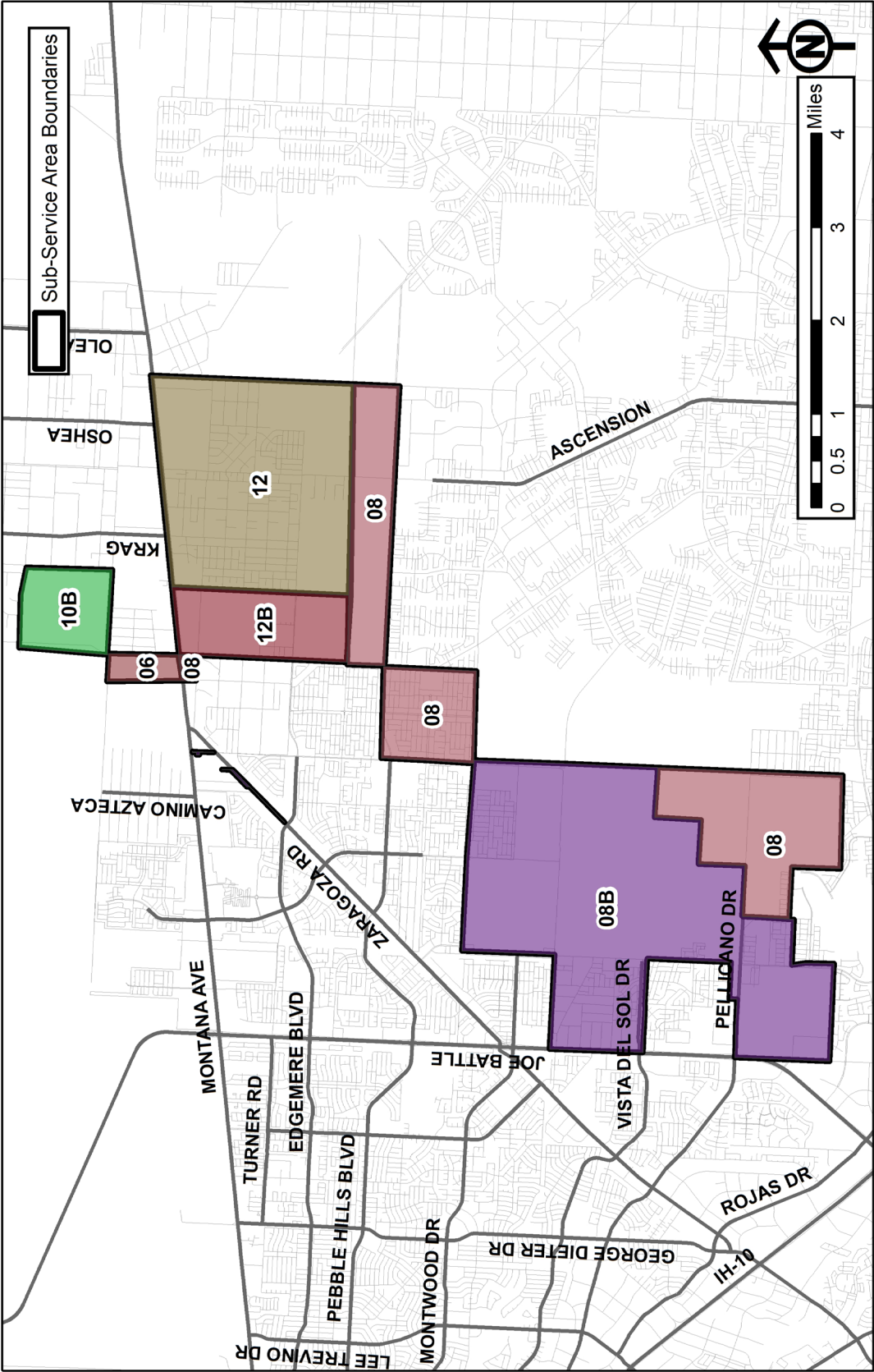


Figure 4. Eastside Water and Sewer Impact Fee Service Area

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	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 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	316	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	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	0	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

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

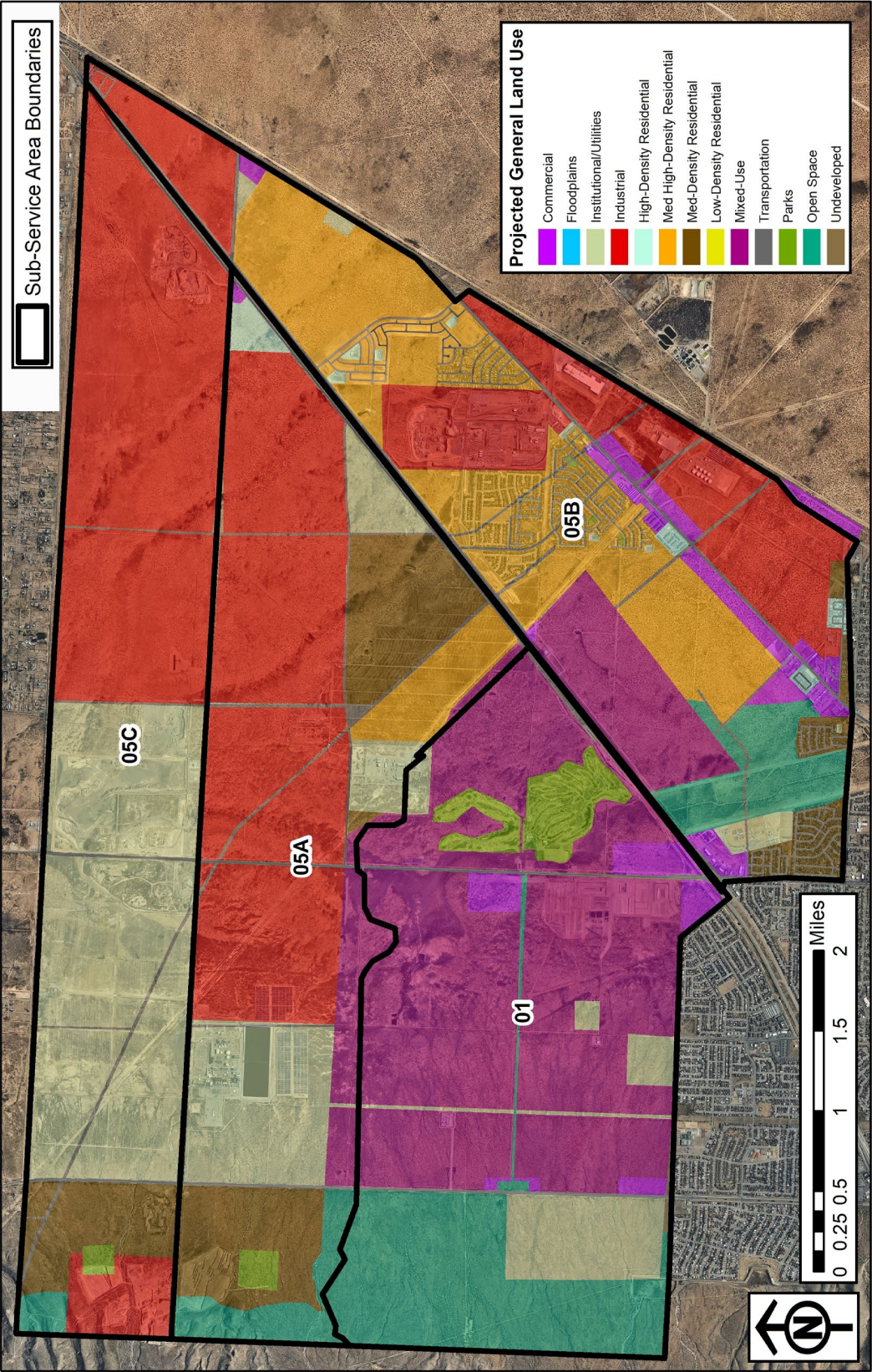
Table 6 provides a summary of the total service unit and population projections for both scenarios by impact fee service area. Given the updated land use assumptions, 170,232 total service units are projected at full build-out, while development demand will reach approximately 59% of the total holding 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

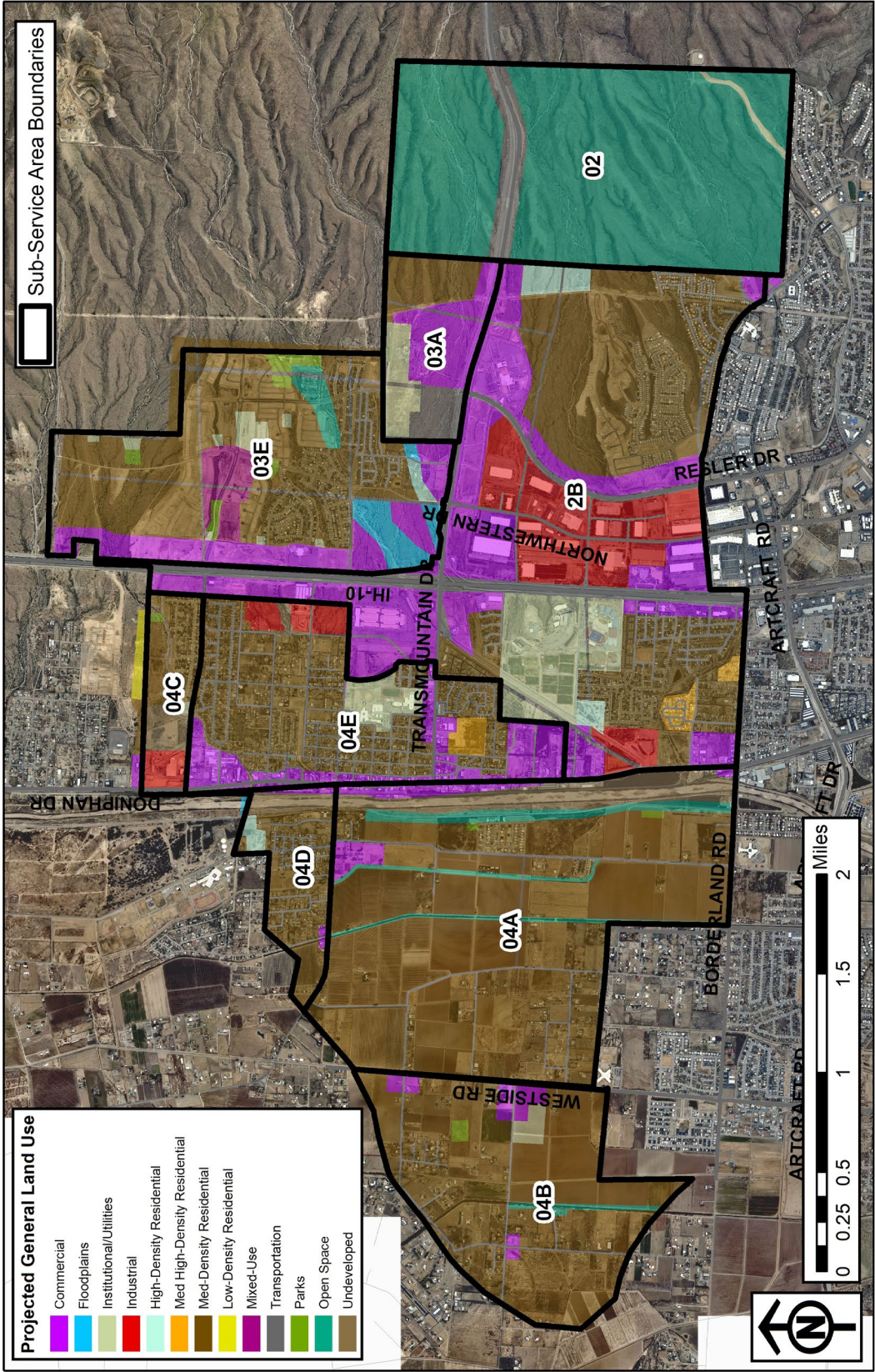
Table 6. Updated Projections Summary Table

Appendix A

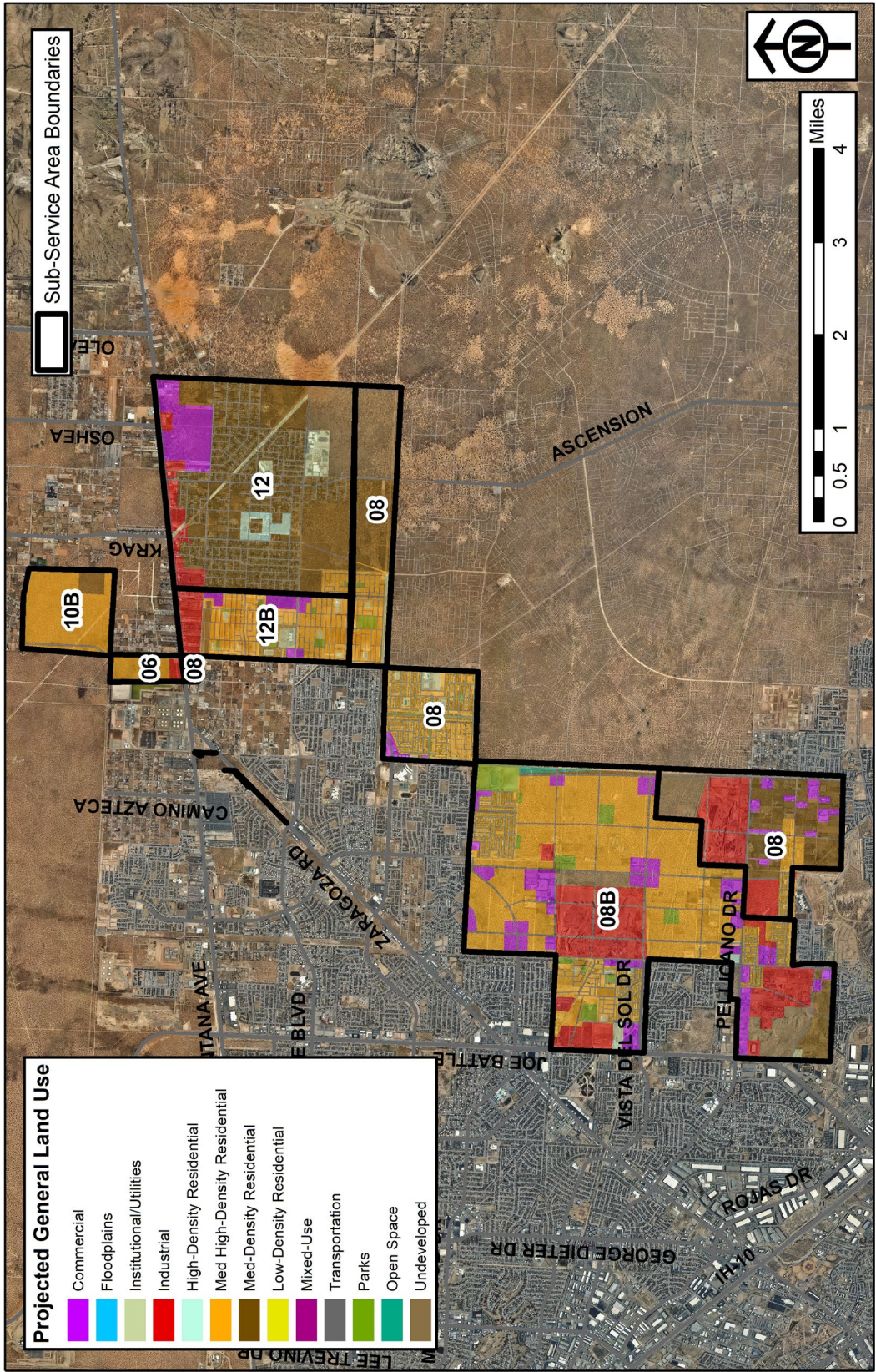
Land Use Assumptions Maps



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			172	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	3,542
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	60	
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	60
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	121			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	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

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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- Attachment A: Service Units Maps
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- Attachment G: Impact Fee Credit Calculation
- Attachment H: Impact Fee Assessment Schedules

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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

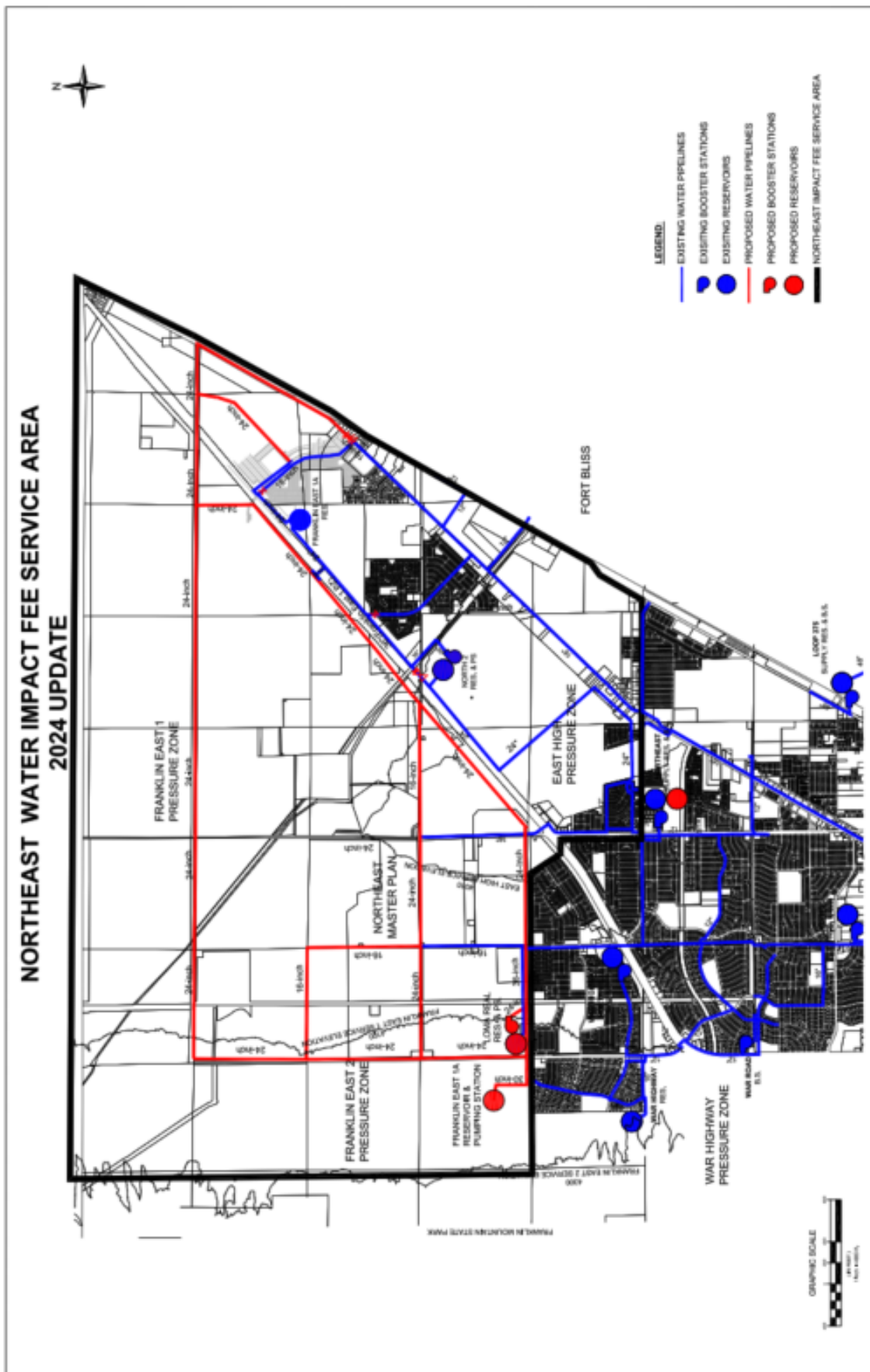
Meter Size	Current	Calculated
Less than 1-Inch	\$1,469	\$5,684
1-Inch	2,453	9,492
1½-Inch	4,890	18,928
2-Inch	7,827	30,296
3-Inch	14,685	56,840
4-Inch	24,480	94,752
6-Inch	48,945	189,448
8-Inch	78,315	\$303,128

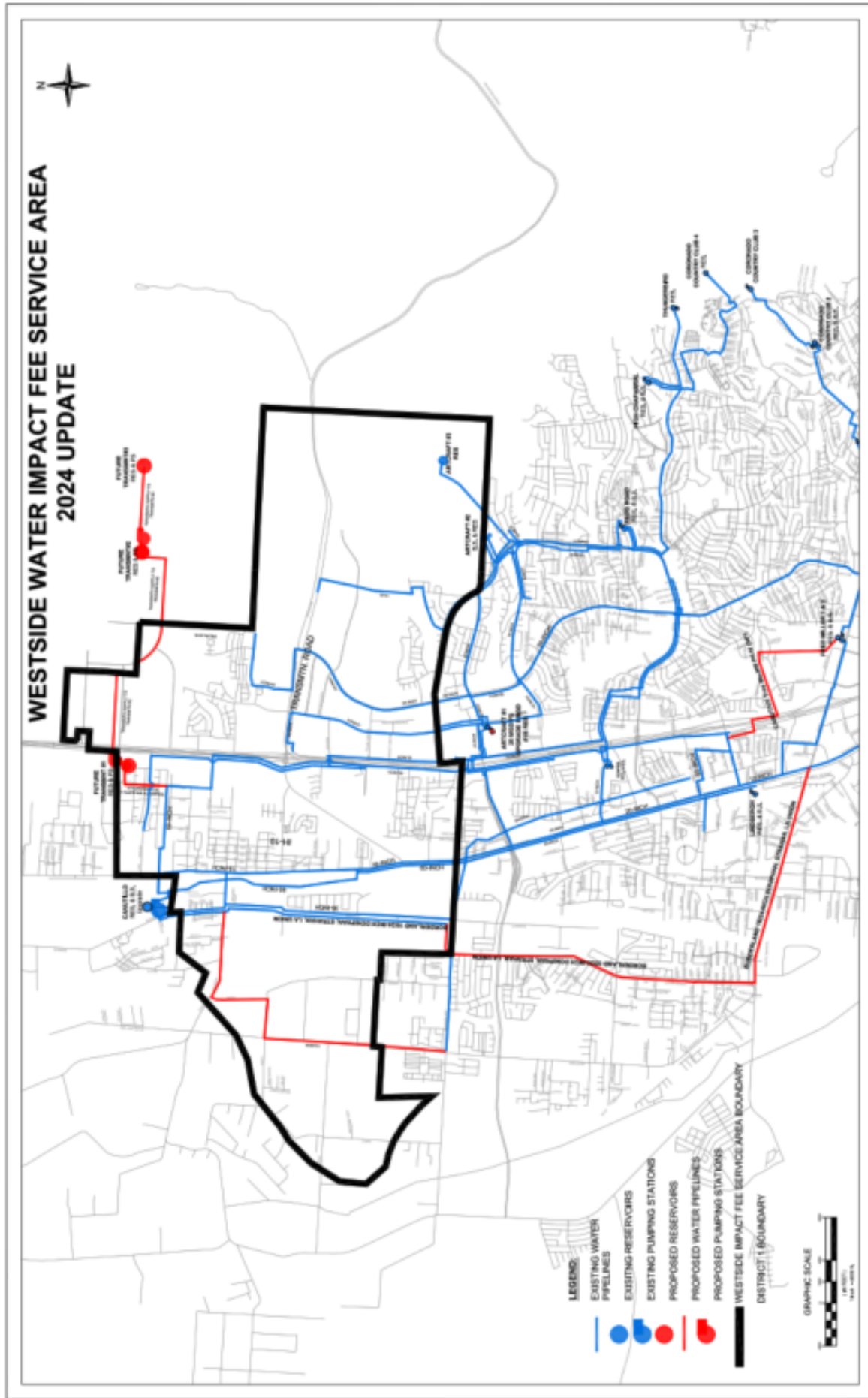
Table 11 - West Current versus Calculated

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



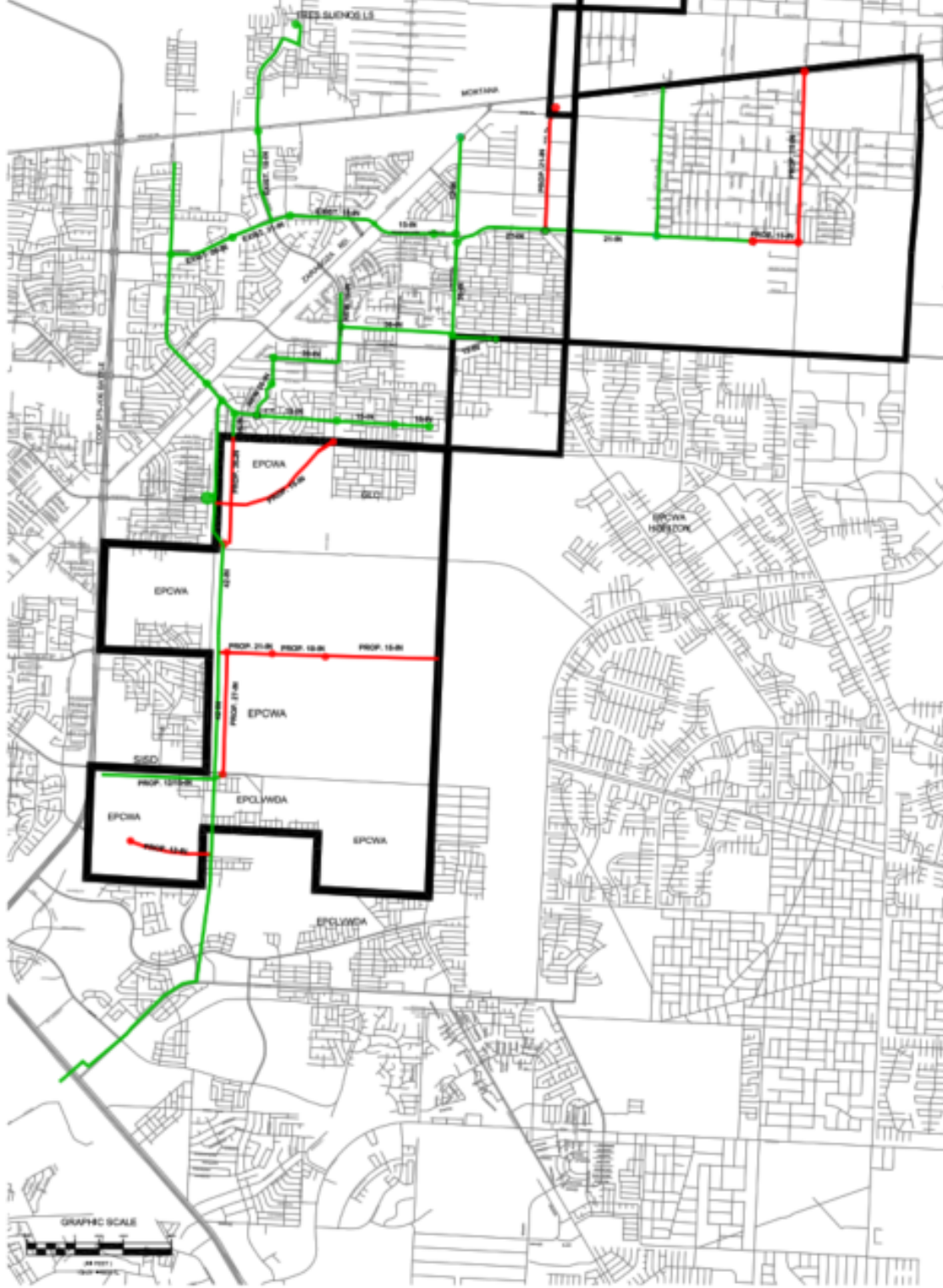




EASTSIDE SEWER IMPACT FEE SERVICE AREA 2024 UPDATE

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	Mixed Use	Build-Out	Build-Out Non-
	Commercial	Institutional	Industrial	Low	Medium	Medium-High	High	Total	Residential		Residential	
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 2	\$ 2,000,000	6.30	9,157	\$ 218	
26	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 3	\$ 3,000,000	6.30	9,157	\$ 328	
27	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 4	\$ 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 2	\$ 715,000				
35	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 3	\$ 1,070,000				
36	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 4	\$ 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 2	\$ 303,125	6.30	9,157	\$ 33	
44	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 3	\$ 453,627	6.30	9,157	\$ 50	
45	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 4	\$ 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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-343, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Planning and Inspections, Kevin Smith, (915) 212-1566

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 a proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, and the impact fee.

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

AGENDA DATE: March 12, 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 a proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, and the impact fee.

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 item will order a public hearing for April 23, 2024 to discuss and review amendments to the land use assumptions, capital improvements plan, and impact fee 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 briefed on an update on the land use assumptions and capital improvements plan.

March 12, 2024 – public hearing anticipated to be held regarding the update to the land use assumptions and the capital improvement 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

Revised 04/09/2021

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 held a public hearing on March 12th, 2024 to discuss and review the update of the land use assumptions and capital improvements plan; and

WHEREAS, in accordance with Texas Local Government Code Section 395.054, the City of El Paso will hold a public hearing to discuss and review the amendments of the land use assumptions, capital improvements plan, and impact fee;

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 April 23rd, 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 a proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, and the impact fee.

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.

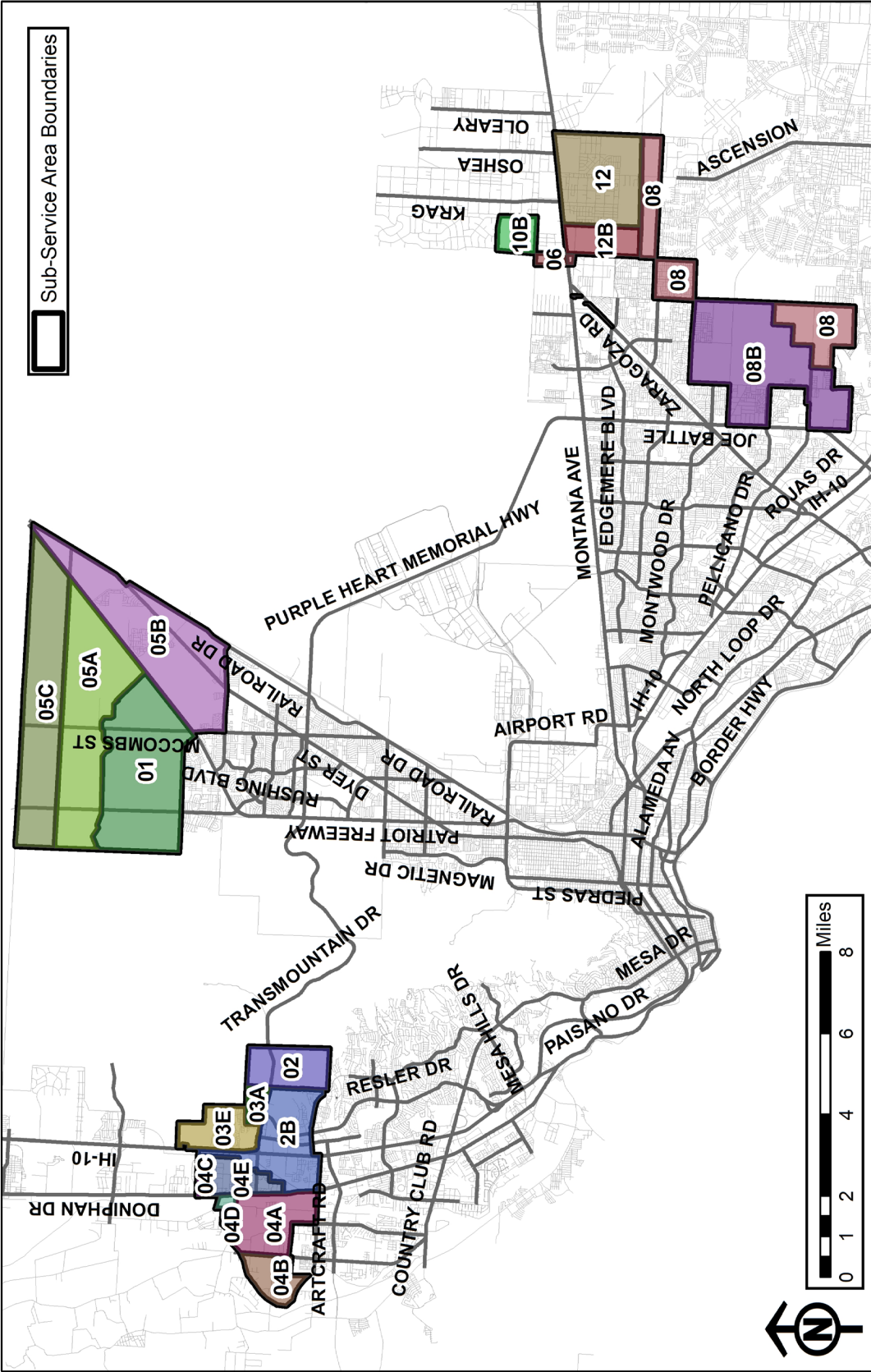


Figure 1. City of El Paso Water and Sewer Impact Fee Service Area

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

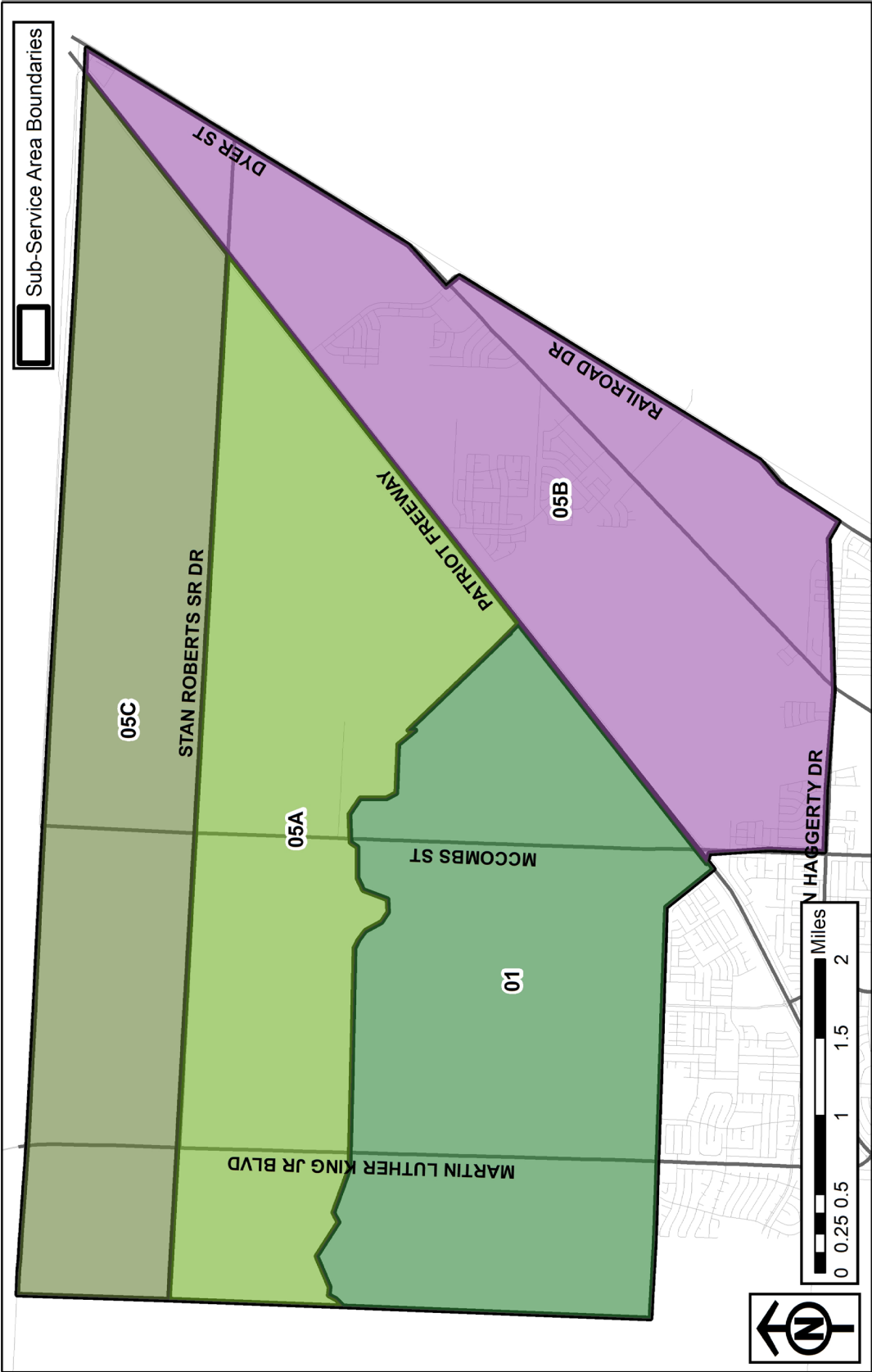


Figure 2. Northeast Water and Sewer Impact Fee Service Area

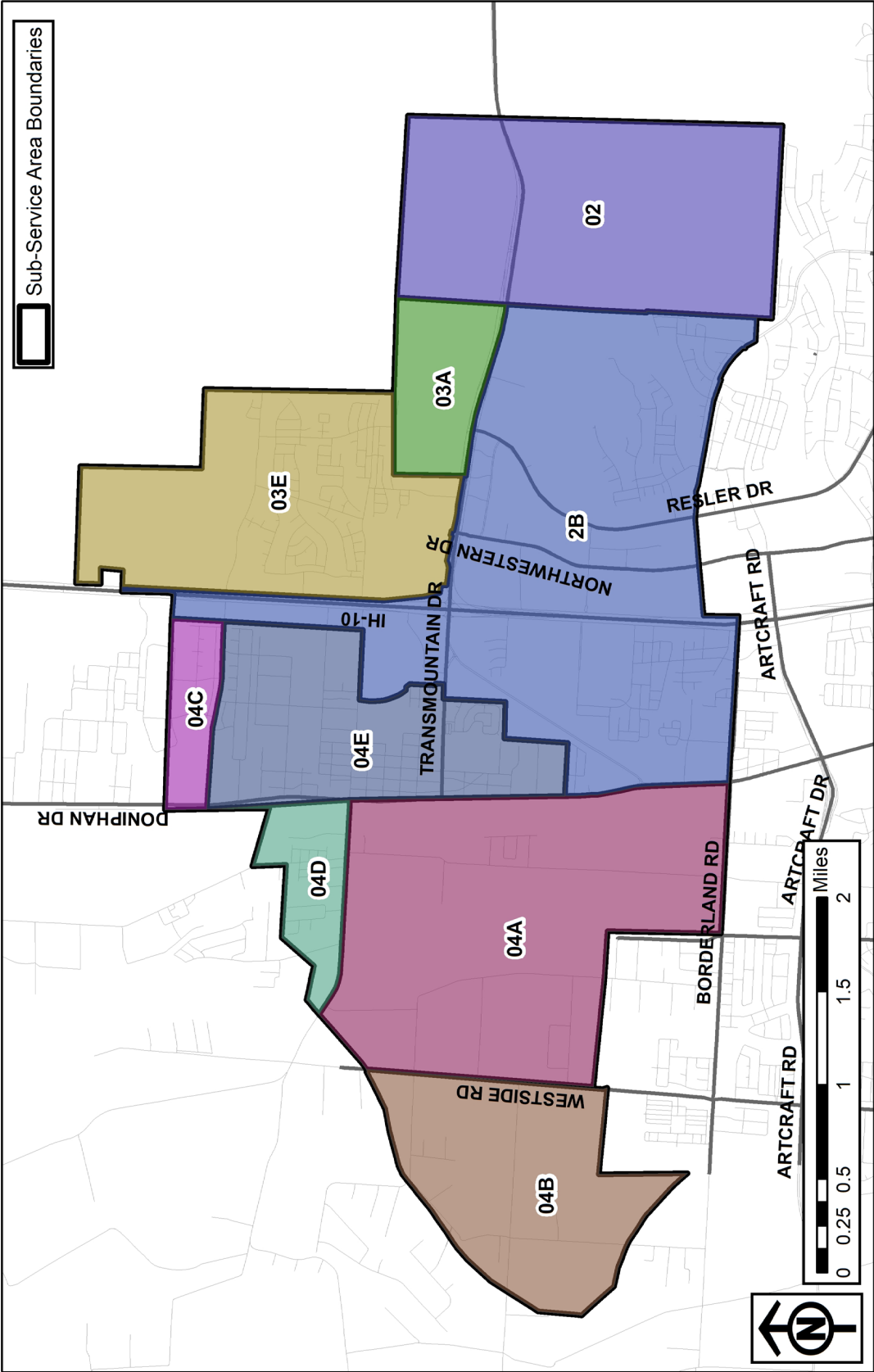


Figure 3. Westside Water and Sewer Impact Fee Service Area

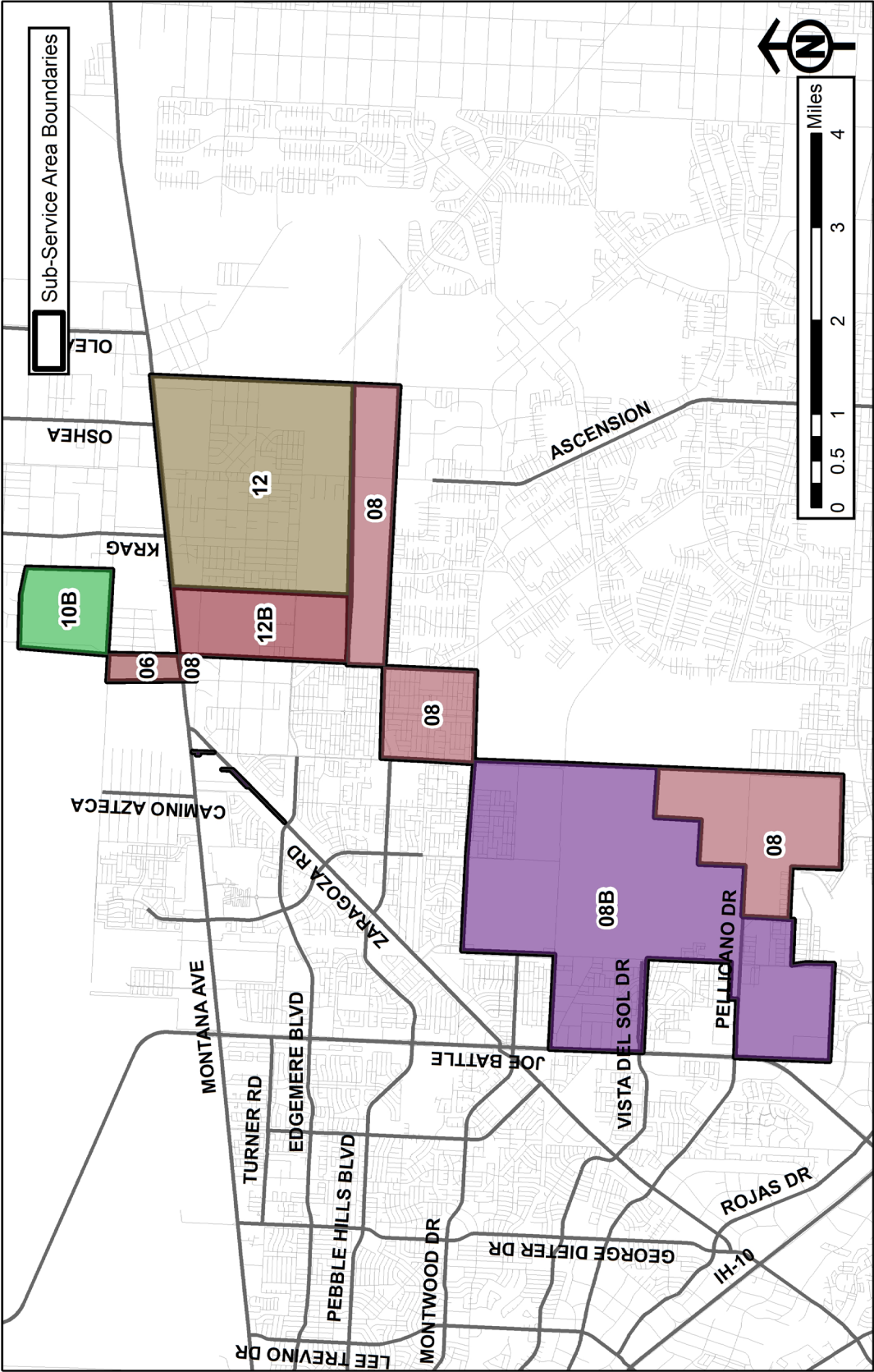


Figure 4. Eastside Water and Sewer Impact Fee Service Area

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	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 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	316	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	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	0	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

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

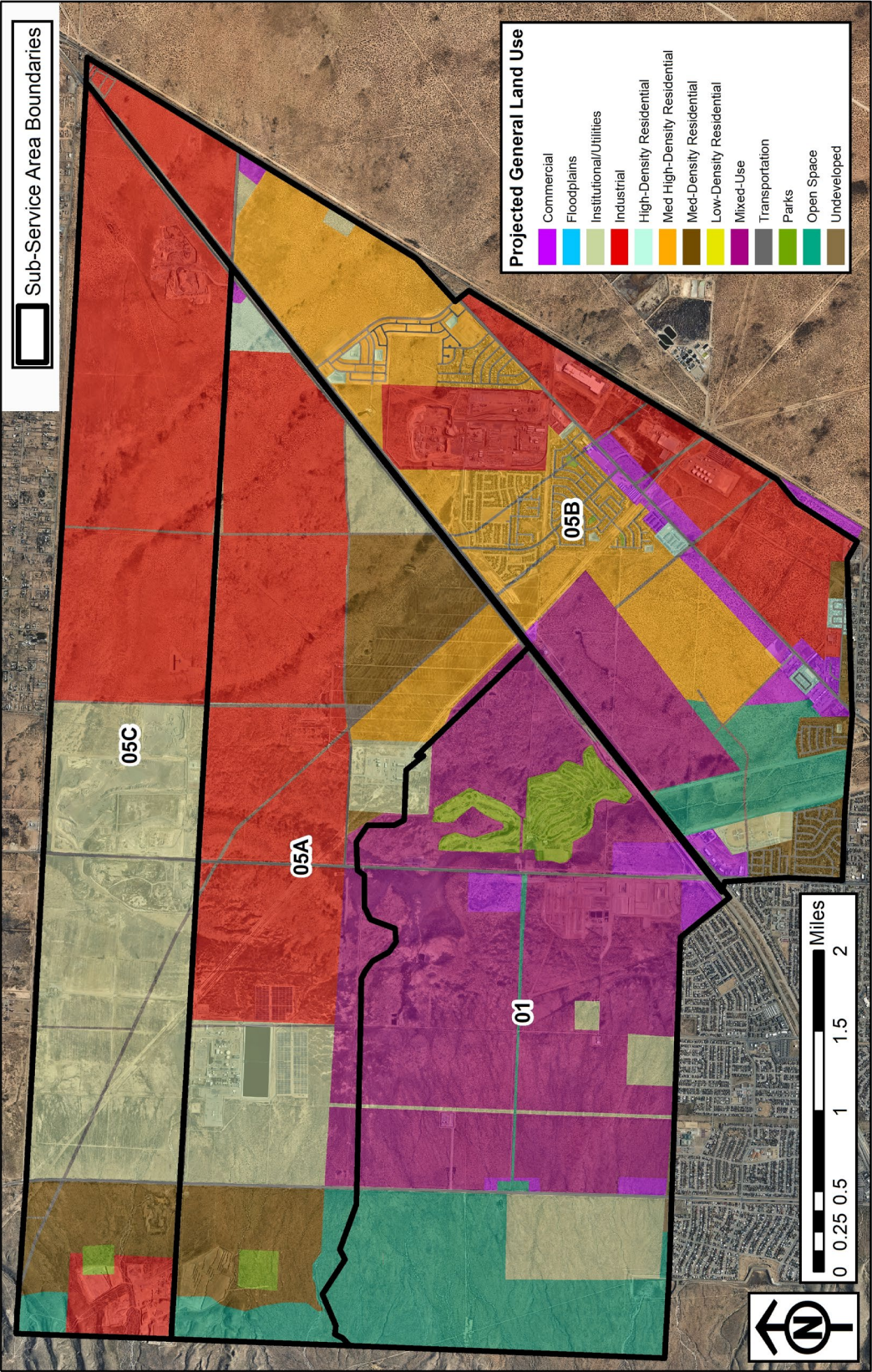
Table 6 provides a summary of the total service unit and population projections for both scenarios by impact fee service area. Given the updated land use assumptions, 170,232 total service units are projected at full build-out, while development demand will reach approximately 59% of the total holding 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

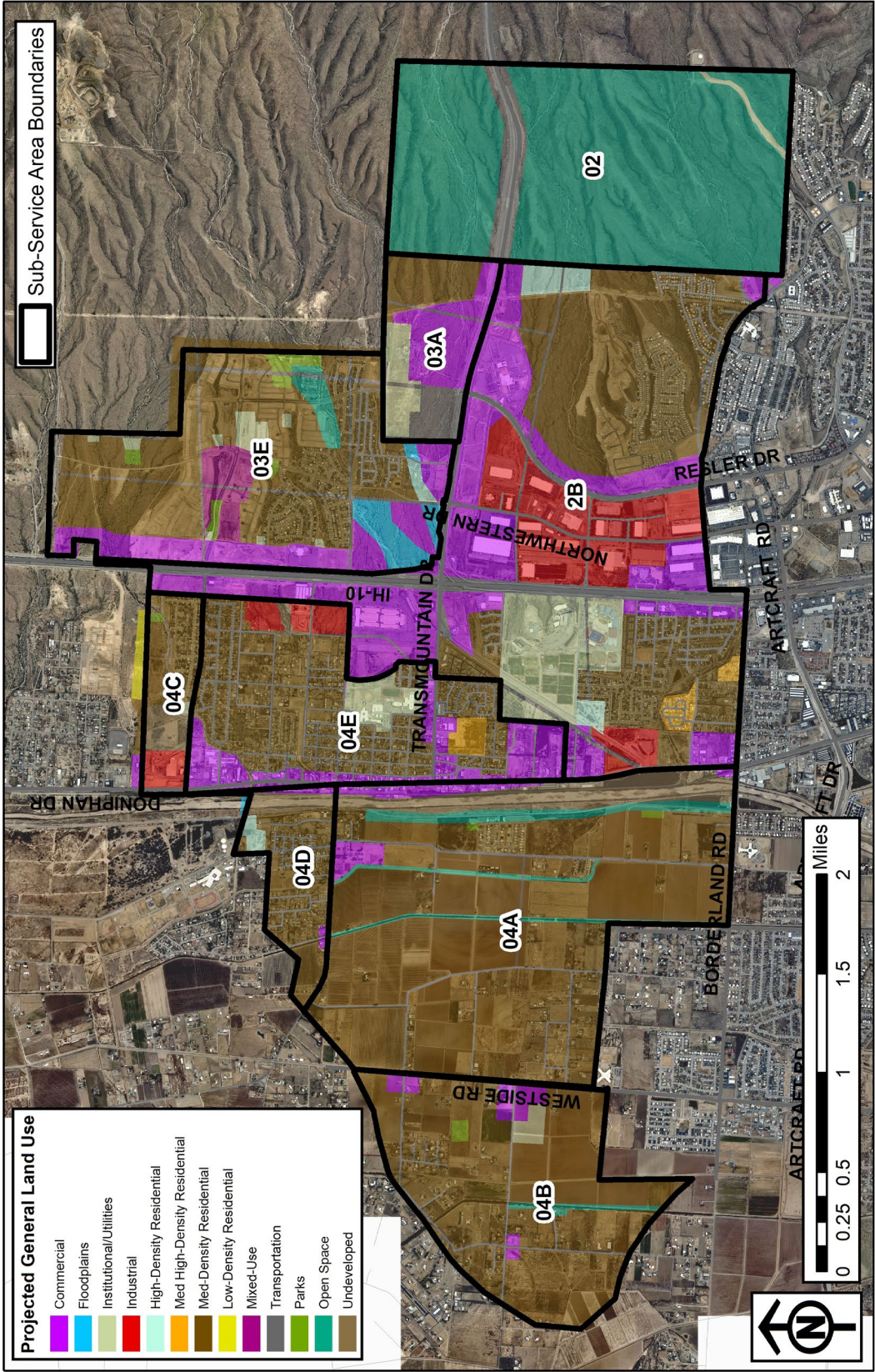
Table 6. Updated Projections Summary Table

Appendix A

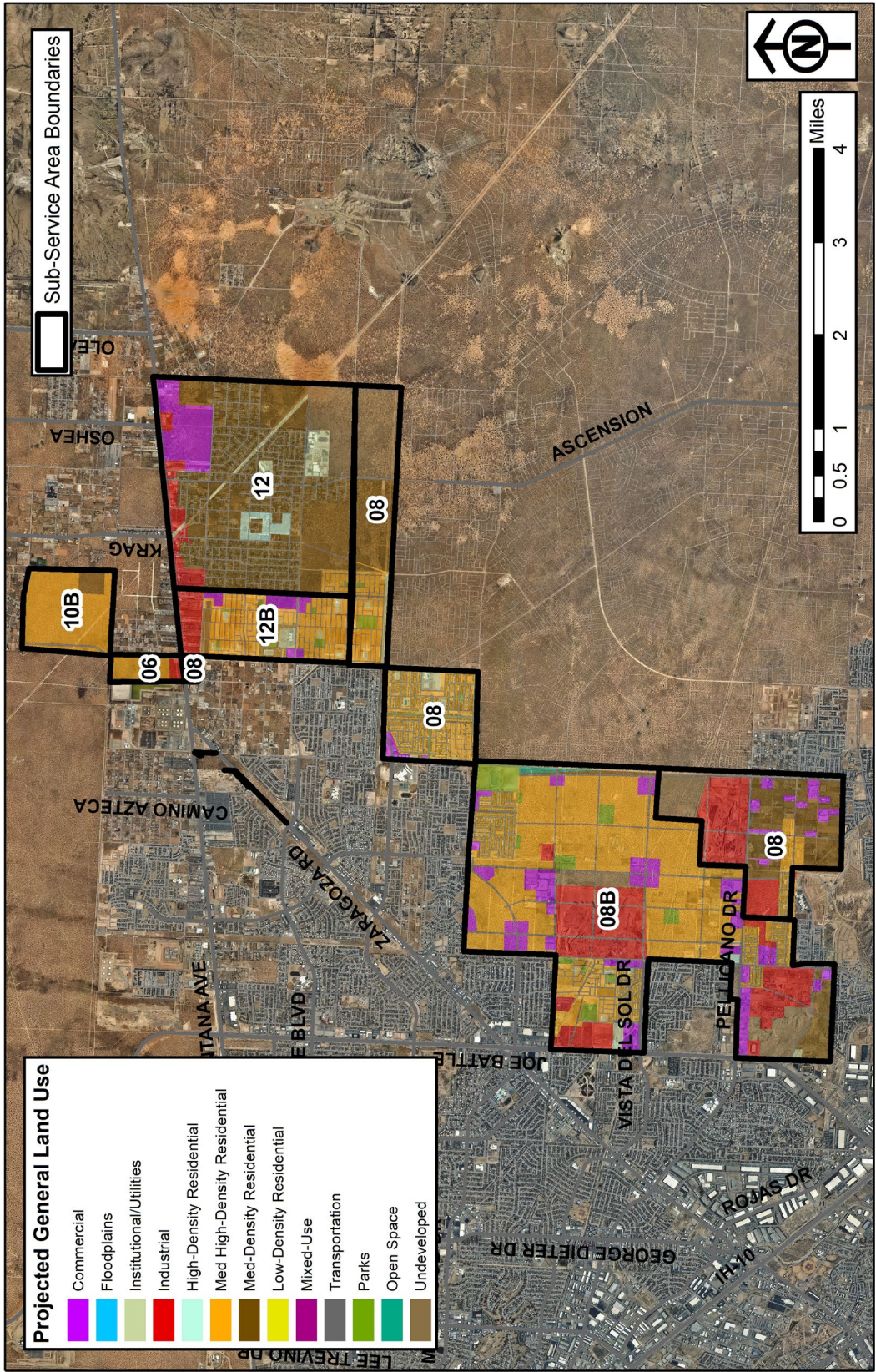
Land Use Assumptions Maps



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			172	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	60
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	121			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

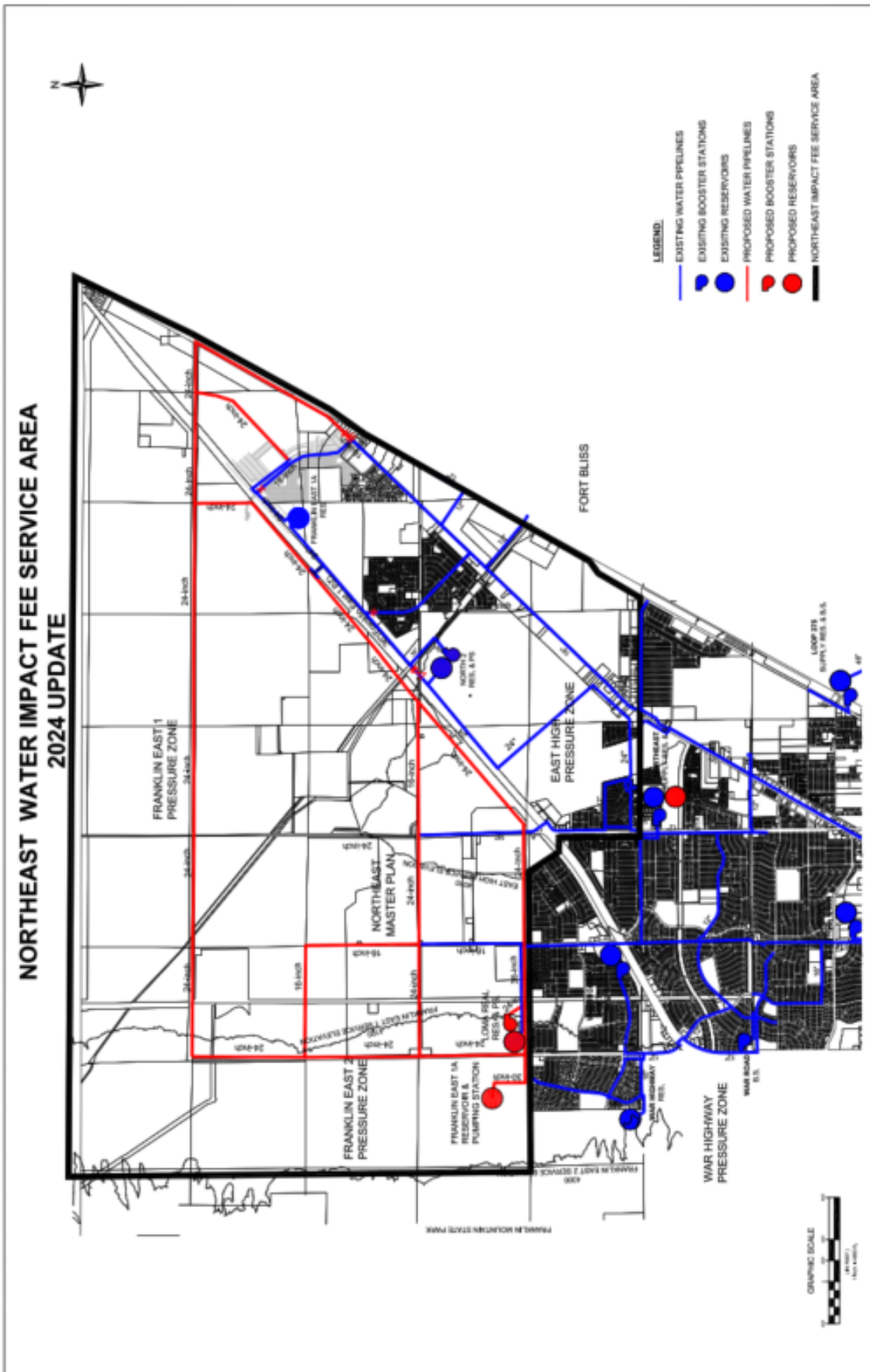
Meter Size	Current	Calculated
Less than 1-Inch	\$1,469	\$5,684
1-Inch	2,453	9,492
1½-Inch	4,890	18,928
2-Inch	7,827	30,296
3-Inch	14,685	56,840
4-Inch	24,480	94,752
6-Inch	48,945	189,448
8-Inch	78,315	\$303,128

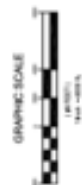
Table 11 - West Current versus Calculated

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

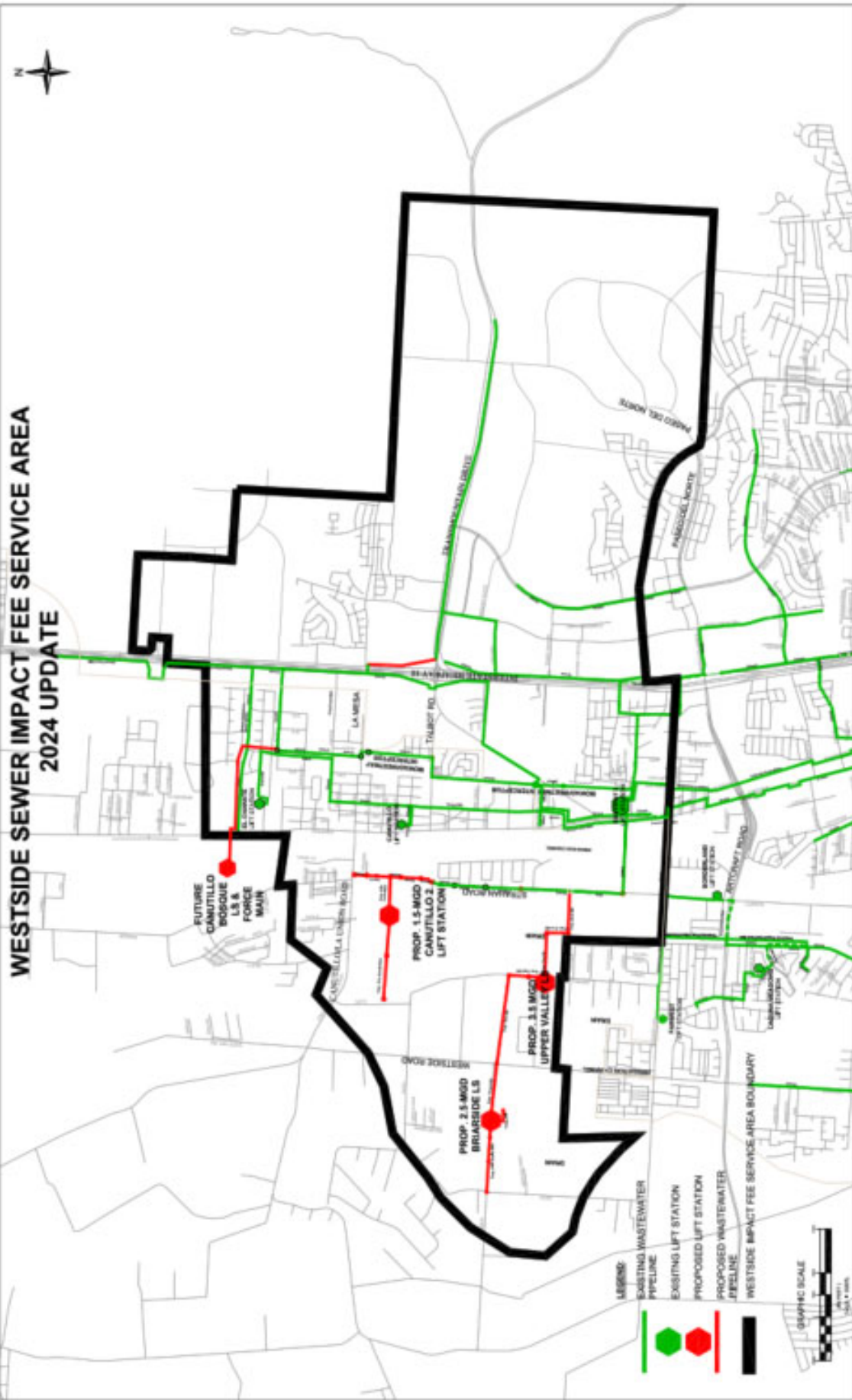
Table 12 - Eastside Current versus Calculated

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





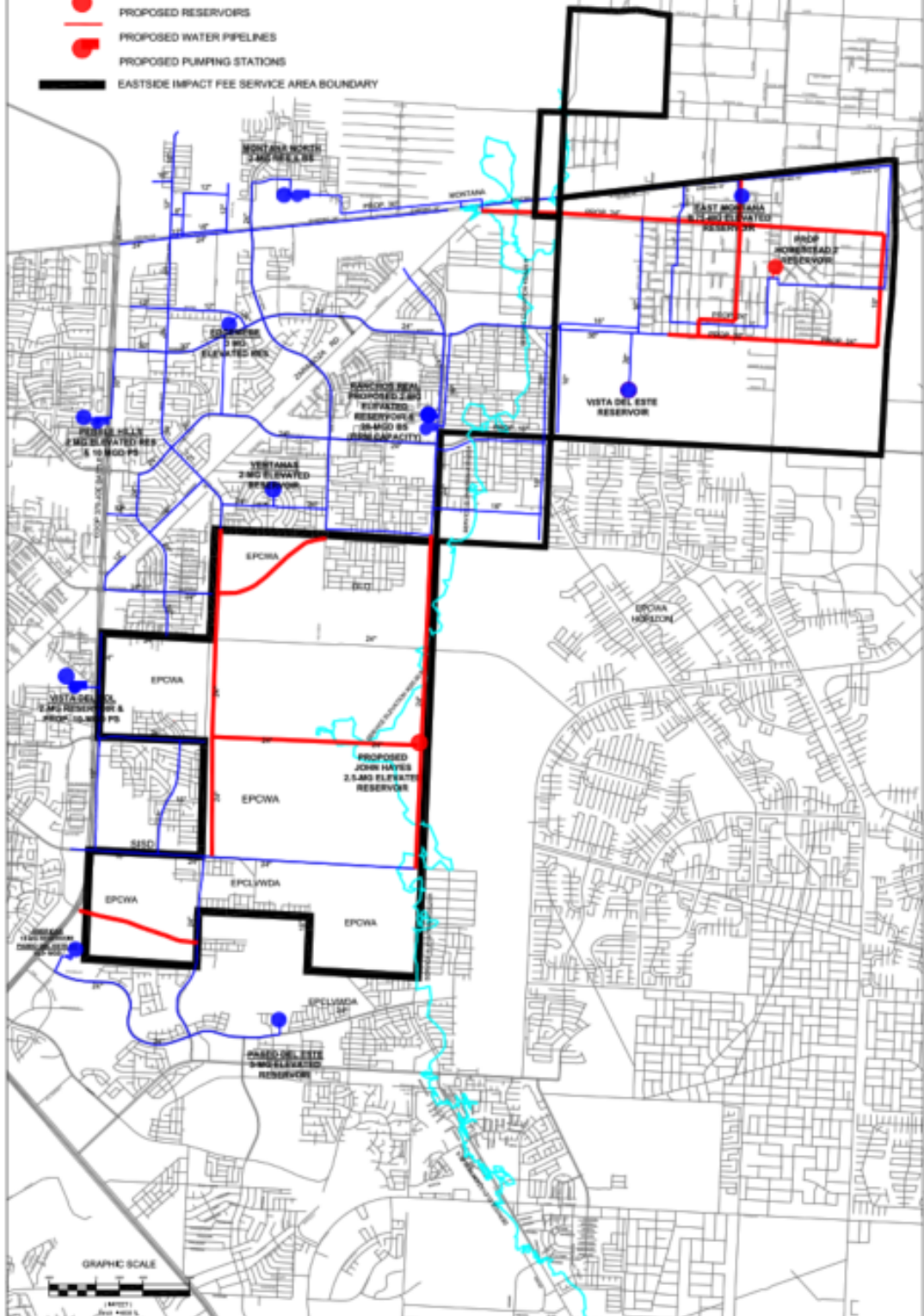
WESTSIDE SEWER IMPACT FEE SERVICE AREA 2024 UPDATE



EASTSIDE WATER IMPACT FEE SERVICE AREA 2024 UPDATE

LEGEND

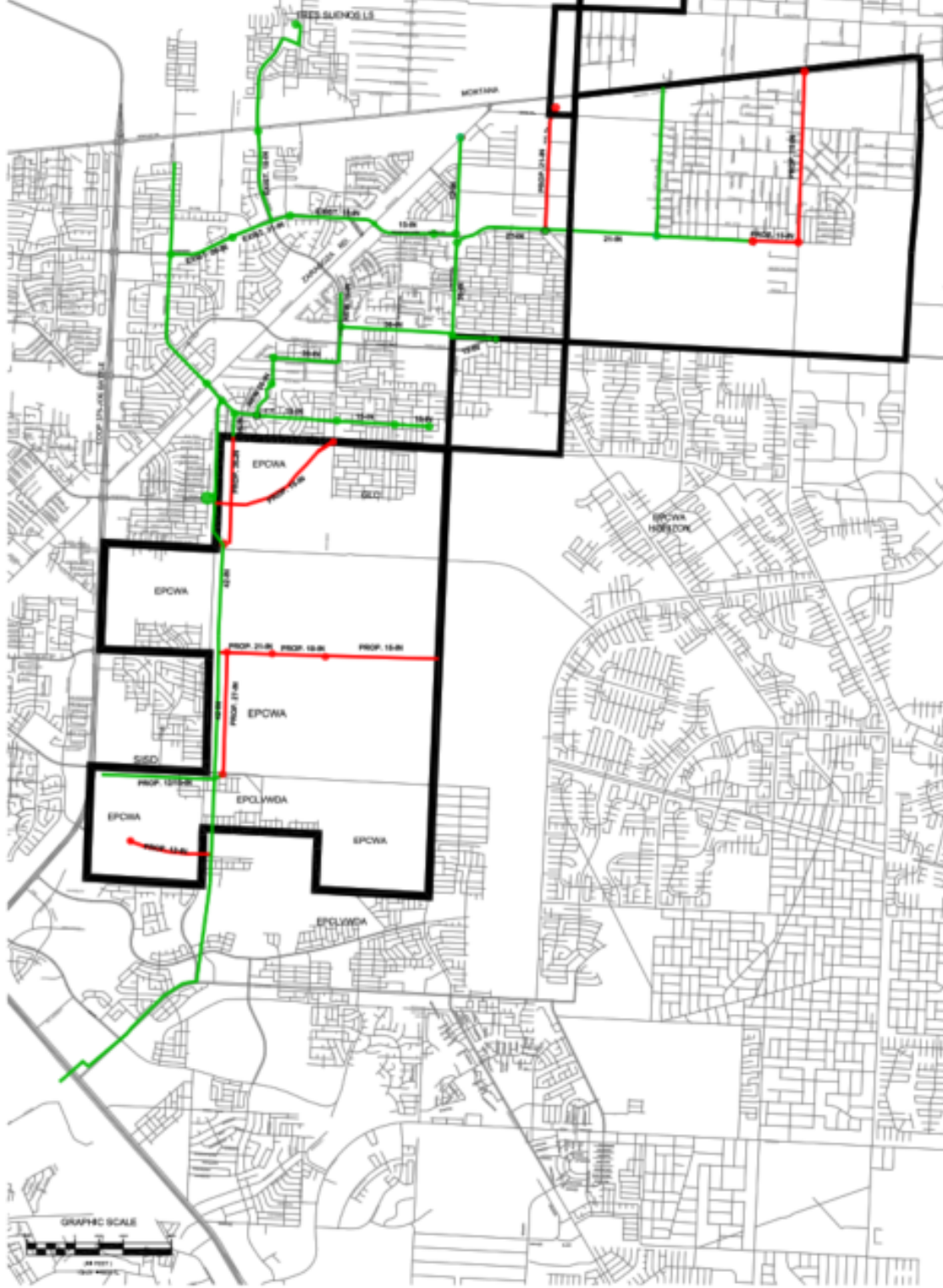
- EXISTING WATER PIPELINES
- EXISTING RESERVOIRS
- EXISTING PUMPING STATIONS
- PROPOSED RESERVOIRS
- PROPOSED WATER PIPELINES
- PROPOSED PUMPING STATIONS
- EASTSIDE IMPACT FEE SERVICE AREA BOUNDARY



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 (Arctcraft Rd) in Northwest El Paso, was completed in late 2002 and will supply Arctcraft #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 2	\$ 2,000,000	6.30	9,157	\$ 218	
26	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 3	\$ 3,000,000	6.30	9,157	\$ 328	
27	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 4	\$ 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 2	\$ 715,000				
35	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 3	\$ 1,070,000				
36	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 4	\$ 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 2	\$ 303,125	6.30	9,157	\$ 33	
44	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 3	\$ 453,627	6.30	9,157	\$ 50	
45	16" Canutillo La Union/Westside Dr (Gato to Borderland) Phase 4	\$ 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



Legislation Text

File #: 24-352, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

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AGENDA LANGUAGE:

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Discussion and action to approve a Resolution to allocate investment earnings on unspent bond proceeds to projects and purposes within the relevant bond authorization to the following projects in an aggregate amount of \$4,513,245.31: Museum of Art; McRae Shared Use Path - Phase II; Modesto Gomez Park; and Chalio Acosta Recreation Center. Further, that the City Manager, or designee, be authorized to execute all documents and perform all actions necessary to effectuate the reprogramming of funds.

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

DEPARTMENT: Capital Improvement

AGENDA DATE: March 12, 2024

CONTACT PERSON/PHONE: Yvette Hernandez, P.E., City Engineer, (915) 212-0065

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

SUBJECT:

Discussion and action to approve a Resolution to allocate investment earnings on unspent bond proceeds to projects and purposes within the relevant bond authorization to the following projects in an aggregate amount of \$4,513,245.31: Museum of Art; McRae Shared Use Path – Phase II; Modesto Gomez Park; and Chelio Acosta Recreation Center. Further, that the City Manager, or designee, be authorized to execute all documents and perform all actions necessary to effectuate the reprogramming of funds.

BACKGROUND / DISCUSSION:

Projects were delayed due to precautionary measures taken during COVID and were not completed within the timeframe anticipated. This investment generated interest that is subsequently available for use on the projects approved by Council where additional material and labor costs have increased and scope elements have been identified that enhance the amenities available to the public or where unforeseen conditions are encountered.

PROTEST

☐ No protest received for this requirement.

☐ Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? ☒ Yes ☐ No

If yes, select the applicable districts.

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4
- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☒ All Districts

PRIOR COUNCIL ACTION:

February 4, 2019 QOL Regional Water Park Investment Interest Use
May 14, 2019 QOL Museum and Cultural Arts Facilities Investment Interest Use
August 11, 2020 QOL Implementation Plan Investment Interest Use
February 15, 2021 Capital Projects Investment Interest Use
September 13, 2021 QOL Museum and Cultural Arts Investment Interest Use

AMOUNT AND SOURCE OF FUNDING:

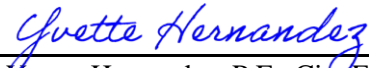
2012 Quality of Life
2013 Street Infrastructure
Certificate of Obligation 2017, 2018, 2019, 2020

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Yvette Hernandez, P.E., City Engineer

RESOLUTION

WHEREAS, the El Paso City Council previously approved the 2013 Street Infrastructure Plan, the 2017 Capital Plan, the 2018 Capital Plan, the 2019 Capital Plan, and 2020 Capital Plan (collectively, the “Existing Projects”); and

WHEREAS, the Existing Projects have each generated investment interest which may be used to fund the shortfall for these Projects; and

WHEREAS, the City desires to allocate investment interest to the Projects as shown in Exhibit “A” in accordance with the Investment Interest Policy and Budget Resolution in the aggregated amount of \$4,513,245.31.

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

THAT the City approves the reprogramming of funds from investment interest in previous Capital Plans to the Projects as shown in Exhibit “A”.

THAT the Capital Plans are amended as provided herein.

THAT the City Manager, or designee, is authorized to execute all documents and perform all actions necessary to effectuate the reprogramming of funds as provided herein.

APPROVED this _____ day of _____, 2024.

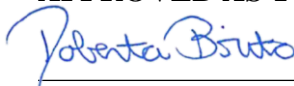
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

EXHIBIT A

PROJECT INTEREST

Use	Amount of Allocation	Source
Museum of Art HVAC and Chiller replacement	\$1,961,095.51	QoL-Prop 2, 2013 Street Infrastructure, 2017/2018 Capital Plan
Design for McRae shared use path – Phase 2	\$890,649.80	2018/2019/2020 Capital Plan
Modesto Gomez Park	\$661,500.00	QoL-Prop 1
Chalio Acosta Recreation Center	\$1,000,000.00	QoL-Prop 1, 2018/2019 Capital Plan
TOTAL ALLOCATION	\$4,513,245.31	



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-370, 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.

Economic and International Development, Karina Brasgalla, (915) 212-0065

AGENDA LANGUAGE:

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

Discussion on potential economic development opportunities in Northeast El Paso, Texas. HQ#23-1857
(551.072) (551.087)