

Oscar Leeser
Mayor

Cary Westin
Interim City Manager



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

AGENDA FOR THE REGULAR COUNCIL MEETING

March 26, 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: 731-713-000#
AND

AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY
March 25, 2024
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 591-059-391#

Notice is hereby given that an Agenda Review Meeting will be conducted on March 25, 2024 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on March 26, 2024 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

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

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

At the prompt please enter the corresponding Conference ID:

Agenda Review, March 25, 2024 Conference ID: 591-059-391#
Regular Council Meeting, March 26, 2024 Conference ID: 731-713-000#

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:

Chris Canales

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

STI Awareness Month

Diabetes Alert Day

El Paso Science Week

Autism Acceptance Month

Greater El Paso Association of Realtors 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 March 12, 2024. [24-411](#)

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 [24-52](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution that the City Manager is authorized to sign a First Amendment to the Easement Agreement entered into on June 20, 2023, between the CITY OF EL PASO, TEXAS, and SFPP, LP. for the purpose of clarifying the Easement Agreement's termination date of June 19, 2043. [24-404](#)

Area 1: A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections 27, 33, 34, and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 1, Butterfield Trail Aviation Park, Unit Two.

Area 2: A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections 22, 23, 26, and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 2, Butterfield Trail Aviation Park, Unit Two.

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 grant application 2998210 for the City of El Paso Police Department project identified as "Local Border Security Program FY25" through the Public Safety Office of the State of Texas, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Public Safety Office in full. Requesting \$550,000.00, no cash match required. Grant period [24-335](#)

will be from September 1, 2024 - August 31, 2025.

All Districts

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

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

5. A Resolution authorizing the Mayor to sign an Interlocal Cooperation Agreement between the Department of Public Safety of the State of Texas ("DPS") and the City of El Paso ("City") to provide and establish an automated Failure to Appear ("FTA") system in the City of El Paso, El Paso County, Texas. This resolution is an amendment to add contract changes by the Department of Public Safety that were mandated in the 88th Legislative Session. Changes include: 1) Inclusion of indigency as mandated by House Bill 291, 88th Legislative Session, 2) Option to acquire occupational license while license on hold for 2 years plus additional 2 years, 3) change to provide clarity regarding specific responsibilities held by each party, and 4) language to account for future changes to the current statute ensuring agreement remains in compliance with the latest legal requirements.

[24-402](#)

All Districts

Municipal Courts, Lilia Worrell, (915) 212-5822

Municipal Courts, Annabelle Casas, (915) 212-5205

Goal 3: Promote the Visual Image of El Paso

6. That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A).

[24-394](#)

Districts 2, 6, 8

Environmental Services Department, Nicholas N. Ybarra (915) 212-6000

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

7. A Resolution that the Taxpayer, ADVANTAX INC, CARDINAL HEALTH 200 LLC, 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(j)(1) of the Tax Code in the amount of \$23,274.17, for the properties with the following legal description:

[24-406](#)

FURN MACH INV CMP SIGN (1320 DON HASKINS DR)
INV FURN CMP MACH VEHS (1 BUTTERFIELD TRAIL BLVD)
LEASED MACH IN TDC 34 (MISC FILE NO. 34)

All Districts

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

8. A Resolution that the Taxpayer, BEATRIZ MENDOZA, 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 \$474.40, for the property with the following legal description:

[24-407](#)

183 TIERRA DEL ESTE #50 LOT 1 (6187.95 SQ FT)

All Districts

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

9. A Resolution that the Taxpayer, ROBIN LINDSEY, 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 \$366.55, for the property with the following legal description:

[24-408](#)

BLK 60 TRES SUENOS #19 LOT 3.

All Districts

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

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

10. A Resolution to authorize the City Manager, or designee, to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the project generally described as Railroad Crossing Improvements at Union Pacific Railroad at N. Piedras Street from San Jose Avenue to Pershing Drive, for a total estimated project cost of \$93,513.65 of which the estimated local government participation amount is \$0.00. Further, that the City Manager, or designee, be authorized to sign all documents, agreement amendments, and perform all action required to carry out the obligations of the City under this agreement.

[24-387](#)

District 2

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

11. A Resolution to authorize the City Manager, or designee, to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the project generally described as Railroad Crossing Improvements at Union Pacific Railroad at Zaragoza Road from Mellon Drive to Otyokwa Way, for a total estimated project cost of \$94,363.65 of which the estimated local government participation amount is \$0.00. Further, that the City Manager, or designee, be authorized to sign all documents, agreement amendments, and perform all action required to carry out the obligations of the City under this agreement.

[24-388](#)

District 7

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

12. A Resolution to authorize the City Manager or his designee to sign the documents related to the Environmental Protection Agency Climate Pollution Reduction Grant: Implementation Grants General Competition, and any agreements or verifications required to apply for this grant on April 1, 2024.

[24-398](#)

All Districts

Climate and Sustainability, Nicole Ferrini, (915) 212-1659

CONSENT AGENDA - BOARD APPOINTMENTS:

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

13. Ofelia Mletzko to the Museums and Cultural Affairs Advisory Board by Representative Henry Rivera, District 7. [24-460](#)

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

14. Donald Brown to the Veterans Affairs Advisory Committee by Representative Art Fierro, District 6. [24-463](#)

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

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 B) [24-405](#)

All Districts

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

CONSENT AGENDA - NOTICE FOR NOTATION:

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

16. For notation only, the P-Card Transactions for the period of January 21, 2024 - February 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. [24-344](#)

All Districts

City Manager's Office, K. Nicole Cote, (915) 212-1092

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

17. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign [24-424](#)

contributions by Representative Joe Molinar in the amount of \$1,500.00 from El Paso Municipal Police Officers Association (EPMPOA).

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

- 18.** For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Robert Bowling. [24-425](#)

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

- 19.** For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Randall Bowling. [24-426](#)

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

- 20.** For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Dr. Richard Teschner. [24-427](#)

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

- 21.** For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Brian Kennedy. [24-428](#)

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

- 22.** For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Oscar Leeser. [24-429](#)

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

- 23.** For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Rogelio Lopez. [24-430](#)

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

- 24.** For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$500.00 from Dr. Max Grossman. [24-431](#)

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

- 25.** For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$500.00 from El Paso County Sheriff's Officers Association (EPCSOA). [24-449](#)

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

CONSENT AGENDA - BIDS:

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

26. The linkage to the Strategic Plan is subsection: 2.3 - Increase public safety operational efficiency.

[24-385](#)

Award Summary:

Request that the City Manager be authorized to sign Contract No. 2024-0151R Stress Management for the Police Department between the City of El Paso ("City") and Integrity Employee Assistance, Inc., d.b.a. WellConnect for stress management services for Police Department employees for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager or designee, for an estimated total cost of \$163,710 for the first term and an estimated total cost of \$272,850 including the option to extend; and that service provider is to be paid based on the services performed.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$19,830.00 annually, which represents a 13.78%, increase due to the current market conditions for professional services.

Department:	Police
Award to:	Integrity Employee Assistance, Inc., d.b.a. WellConnect
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$54,570.00
Initial Term Estimated Award:	\$163,710.00
Option Term Estimated Award:	\$109,140.00
Total Estimated Award:	\$272,850.00
Account(s):	321 - 1000 - 21010 - 522150
Funding Source(s):	General Fund
District(s):	All

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to Integrity Employee Assistance, Inc., d.b.a. WellConnect 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.

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

All Districts

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

Purchasing & Strategic Sourcing, K. Nicole Cote, (915) 212-1092

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

27. Discussion and action to approve a Resolution recognizing World Down Syndrome and the work being done to facilitate a long and productive life for People with Down Syndrome. [24-456](#)

All Districts

Members of the City Council, Representative Brian Kennedy, (915) 212-0001

28. Discussion and action to approve a Resolution to recognize March 31, 2024 as "CÉSAR E. CHÁVEZ DAY" ¡Viva César E. Chávez, Sí Se Puede!" as part of continued efforts to address systemic barriers to racism, inclusiveness, fair and higher wages, celebrate and uplift communities of color. [24-458](#)

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

29. Discussion and action to approve a Resolution recognizing April as Child Abuse Prevention Month and April 5th, 2024 as "Go Blue Day", in order to help raise awareness and create systems and programs that put children and families first. [24-457](#)

All Districts

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

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

30. 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 AND 03-12-2024]

All Districts

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

31. Discussion of the progress toward implementation of the Targeted Code Assessment, adopted by Resolution by the City Council on October 10, 2023, to include current status, total funds expended, progress toward final review/adoption which is targeted for February/March 2024 in the Council approved timeline, and plan for completion.

[24-461](#)

All Districts

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

32. Discussion and action to direct the City Manager to facilitate the hosting of no less than three public community meetings with hybrid virtual participation options on the proposed adjustments to impact fees, to include presentations from the City Planning and Inspections Department and El Paso Water on the existing impact fee structure for water and wastewater services, the proposal to amend land use assumptions, the capital improvements plan, the calculated proposed impact fees, and the financial impact to ratepayers; and that such meetings should be held before the scheduled public hearing on April 23, 2024.

[24-464](#)

All Districts

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

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

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

33. Discussion and action to authorize the expenditure of District 5 discretionary funds, in an amount not to exceed \$5,000.00, for the office of District 5 to attend and participate at the 2024 National Association of Latino Elected and Appointed Officials (NALEO) 41st Conference, serving municipal purpose by enhancing education and government participation covering our municipal vision and strategic goals.

[24-459](#)

District 5

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

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: 731-713-000#

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

34. An Ordinance changing the zoning of the property described as a portion of Lots 20 and 21, Block 92, Bassett Addition, 2607 Montana Avenue, City of El Paso, El Paso County, Texas from A-2 (Apartment) to S-D (Special Development), pursuant to section 20.04.360, and approving a detailed site development plan pursuant to section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a business office as permitted in the S-D (Special Development) Zone District. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[24-393](#)

The proposed rezoning and detailed site development plan meet 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: 2607 Montana Ave.
Applicant: Carlos Estrello Jr., PZRZ23-00040

District 8

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

PUBLIC HEARING WILL BE HELD ON APRIL 23, 2024

35. An Ordinance changing the zoning of a parcel of land being a portion of Tract 1, now known as Track 1B1 and Portion of Track 1B, now known as Tract 1B,

[24-397](#)

Block 8, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 319 and 323 N. Zaragoza Rd.
Applicant: Albert Nabhan, PZRZ23-00014

District 7

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 23, 2024

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

36. The linkage to the Strategic Plan is subsection 4.1: Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

[24-392](#)

Award Summary:

Discussion and action on the award of Solicitation 2024-0039 to MIRADOR ENTERPRISES, INC. for a total estimated award of \$3,382,010.00. The project will consist of a partial demolition of the adjacent Lion Tail Macaque exhibition and rebuilding of foundation for relocated enclosure, reconnecting the public path between exhibitions and maintaining accessibility standards, provide two viewing shelters adjacent to public path, with controlled temperature to host two Komodo dragons, exterior habitat, and back of house improvements.

Department:	Capital Improvement
Award to:	MIRADOR ENTERPRISES, INC.
City & State:	El Paso, TX
Item(s):	Base Bid I
Contract Term:	330 Consecutive Calendar Days
Base Bid I:	\$3,832,010.00
Total Estimated Award:	\$3,832,010.00
Account(s):	190-4800-29020-580270- PCP13ZOOA15
Funding Source(s):	2012 Quality of Life
District(s):	2

This was a Competitive Sealed Proposal Procurement lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MIRADOR ENTERPRISES, INC. 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.

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 2

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

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

[24-399](#)

Award Summary:

Discussion and action on the award of Solicitation 2024-0075 Barricade Services to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign for an initial term of three (3) years for an estimated amount of \$1,458,648.00. The award also includes a two (2) year option for an estimated amount of \$972,432.00. The total contract time is for five (5) years for a total estimated amount of \$2,431,080.00. This contract will provide the City of El Paso Parks and Recreation Department traffic control equipment and zone protection for City events.

Contract Variance:

NA (New Contract)

Department:	Parks and Recreation
Award to:	Contractor's Barricade Service, Inc. dba Apache Barricade & Sign
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$486,216.00
Initial Term Estimated Award:	\$1,458,648.00
Option Term Estimated Award:	\$972,432.00
Total Estimated Award	\$2,431,080.00
Account(s)	451 - 1000 - 51220 - 522150 - P5101
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Parks and Recreation Departments recommend award as indicated to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign 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.

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
Parks and Recreation, Pablo Caballero, (915) 212-8018

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

[24-403](#)

Award Summary:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0411 Hardwood Chips for Rhinoceros Bark Boys, Inc., for a two (2) year term for an estimated amount of \$200,000.00. This contract will provide hardwood chips for the rhinoceros habitat.

Contract Variance:

N/A

Department:	Zoo
Vendor #1:	Bark Boys, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	2 years
Option Term:	NA
Total Contract Time:	2 years
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$200,000.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$200,000.00

Non-Competitive procurement is under Local Government General Exemption: Section 252.022, (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property. This procurement is for hardwood chips made from maple and alder to protect City property to include the wellbeing of animals.

The Purchasing & Strategic Sourcing and Zoo Departments recommend award as indicated to Bark Boys, 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

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

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

[24-386](#)

Award Summary:

Discussion and action on the award of Solicitation 2024-0024 Security Services for City Parks to Night Eyes Protective Services, Inc. for an initial term of three (3) year(s) for an estimated amount of \$337,896.00. The award also includes a two (2) year option for an estimated amount of \$225,264.00. The total contract time is for five (5) years for a total estimated amount of \$563,160.00. This contract will allow the Streets and Maintenance - Parks Land Management Division to provide security services for six park locations identified as having a high rate of vandalism, in order to curb unnecessary damages to playground equipment, restrooms, and skate boarding designated areas to ensure the safety of the citizens while enjoying the parks.

Contract Variance:

N/A

Department:	Streets and Maintenance
Award to:	Night Eyes Protective Services, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$112,632.00
Initial Term Estimated Award:	\$337,896.00
Option Term Estimated Award:	\$225,264.00
Total Estimated Award	\$563,160.00
Account(s)	451 - 1000 - 51295 - 522120 - P5120
Funding Source(s):	General Fund
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 Night Eyes Protective Services, Inc. the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

In accordance with this award, the City Manager or designee is authorized to

exercise future options if needed.

All Districts

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

Purchasing & 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

40. An Ordinance changing the zoning of Lot 32, Block 14-C, Vista Del Sol Unit 10, Replat B, 1150 Vista De Oro Drive, City of El Paso, El Paso County Texas from P-I (Planned Industrial) to C-3 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [24-264](#)

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

Subject Property: 1150 Vista De Oro Drive

Applicant: Rogers Properties, LLC., PZRZ23-00032

District 7

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

Planning and Inspections, Saul J. G. Pina, (915) 212-1612

41. An Ordinance changing the zoning of a portion of Tract 92, Map of Sunrise Acres No. 2, 4707 Atlas Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [24-266](#)

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

Subject Property: 4707 Atlas Avenue

Applicant: Helmut Group Inc., PZRZ23-00036

District 2

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

Planning and Inspections, Saul J. G. Pina, (915) 212-1612

42. An Ordinance changing the zoning of Lot 55 Rangers Rest No. 2 and a portion of Tract 3L, Block 55, Ysleta Grant Survey, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and R-4 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [24-269](#)

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

Subject Property: 1165 Ranger Street
Applicant: Elton John Valentin Colon and Cristina Flores Parada,
PZRZ23-00027

District 7

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

- 43.** 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

- 44.** 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

REGULAR AGENDA - OTHER BUSINESS:

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

- 45.** Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and EATON Corporation, an Ohio Corporation ("Applicant") in support of a development project located at 1 Helen of Troy Dr., El Paso, TX 79912. The project includes the construction or renovation of a development located on the Applicant's real property. The Development is described in Exhibit B of the agreement, which is attached and incorporated for all purposes. The Agreement requires the Applicant to make a minimum investment of \$70,000,000. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$3,391,000 in the form of a Property Tax Rebate; a Development Fee Rebate; a Construction Materials Sales Tax Rebate; and Skills Training Grant.

[24-384](#)

District 1

Economic and International Development, Bill Allen, (915) 212-1619
Economic and International Development, Karina Brascgalla, (915) 212-0094

46. Discussion and action on a Resolution authorizing the submission of a grant application, which requires no match from the City, to the U.S. Economic Development Administration (EDA) FY 2023 Distressed Area Recompete Pilot Program Phase 2 (Recompete Phase 2) for the El Paso Recompete Network program ("Application"). [24-390](#)

All Districts

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

Goal 3: Promote the Visual Image of El Paso

47. 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 AND 03-12-2024] [24-215](#)

All Districts

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

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

48. Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfer, attached to the Resolution as Exhibit A, for the Police Department. [24-391](#)

All Districts

City Manager's Office, K. Nicole Cote, (915) 212-1092
Police, Chief Peter Pacillas, (915) 212-4305

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

49. Discussion and action on the award of Task Order 2 under solicitation 2023-0397 in support of the Wainwright Park Phase II project to Keystone GC LLC in an estimated award of \$721,242.31. Project will complete the park to include zip line playground equipment, landscaping, resurface of existing basketball court, and new metal canopy. [24-410](#)

District 2

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

50. Discussion and action to approve the appropriation of \$3,000,000.00 from the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) portion of the grant funds. These funds are designated to support services addressing Community Vulnerability, including but not limited to Housing, Homelessness, Family Stability, Household Stability and administrative expenses associated [24-396](#)

with the implementation of equity and diversity in response to the COVID-19 public health crisis.

All Districts

Community and Human Development, Nicole Ferrini, (915) 212-1659

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

ADJOURN

NOTICE TO THE PUBLIC:

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

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

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

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-411, 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 March 12, 2024.

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER



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

MINUTES FOR REGULAR COUNCIL MEETING

MARCH 12, 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 9:00 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Joe Molinar, Isabel Salcido, Henry Rivera, and Chris Canales. Late arrivals: Josh Acevedo at 9:05 a.m. and Cassandra Hernandez at 9:24 a.m. Art Fierro requested to be excused. Early departures: Mayor Oscar Leeser at 10:30 a.m. and Cassandra Hernandez at 4:12 p.m.

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

The Regular City Council meeting was **RECESSED** at 9:35 a.m. in order to take photos with the honorees and convene the Mass Transit Board of Directors Meeting.

The Regular City Council meeting was **RECONVENED** at 10:05 a.m.

NOTICE TO THE PUBLIC

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

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

.....
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 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.

.....
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** Representative Art Fierro from the Regular City Council Meeting of March 12, 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 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.

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

4. **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.

Executive Assistant Chief of Police Zina Silva briefed Council members on the item.

Representative Rivera commented.

1ST MOTION

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

2ND AND FINAL MOTION

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

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

NAYS: None

ABSENT: Representative Fierro

5. 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.

Assistant Fire Chief Jorge Rodriguez presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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 Molinar, and unanimously carried to **APPROVE** the Resolution.

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

NAYS: None

ABSENT: Representative Fierro

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

6.

***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.

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).

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

7.

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

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

WHEREAS, pursuant to Section 33.01 I(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 33.01 I(a)(I) 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)

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

8.

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

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

That the Mayor is authorized to sign an Interlocal Agreement between 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.

Mr. Cary Westin, Interim City Manager, commented.

Ms. Lisa Turner, citizen, commented.

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

9.

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

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.

.....
CONSENT AGENDA – BOARD APPOINTMENTS:
.....

Goal 3: Promote the Visual Image of El Paso

10. *Motion made, seconded, and unanimously carried to **APPOINT** Juan Uribe to the City Plan Commission by Representative Isabel Salcido, District 5.
11. *Motion made, seconded, and unanimously carried to **APPOINT** Robert Filarski to the Building and Standards Commission by Representative Joe Molinar, District 4.
12. *Motion made, seconded, and unanimously carried to **DELETE** the board appointment of Edmund Castle to the Building and Standards Commission by Representative Art Fierro, District 6.

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

13. *Motion made, seconded, and unanimously carried to **APPOINT** Joseph Iglesias to the Bond Overview Advisory Committee by Representative Art Fierro, District 6.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

14. *Motion made, seconded, and unanimously carried to **APPOINT** Alejandra Valdez to the Animal Shelter Advisory Committee by Representative Isabel Salcido, District 5.

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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

15. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds greater than \$2,500 listed below and posted on the attachment with this agenda:
 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)

16.

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

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

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

WHEREAS, taxpayer, 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.

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

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

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

WHEREAS, taxpayer, 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.

CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

CONSENT AGENDA – BEST VALUE PROCUREMENTS:

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

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

.....
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.
.....

The following El Paso County Juvenile Probation Department staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Mr. Marc Marquez, Deputy Chief of Juvenile Services
- Mr. Sal Leos, Director of Intake Services
- Ms. Dora Rodarte, Juvenile Probation Officer
- Mr Camar Jackson, Special Projects Director
- Ms. Janel Morgan, Probation Services Director

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

NO ACTION was taken on this item.

.....
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.
.....

Ms. Kristen Daugherty, Emergence Chief Executive Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Hernandez, Salcido, and Canales commented.

NO ACTION was taken on this item.

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

21. 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.

Representative Canales commented.

Mr. Ben Fyffe, Managing Director of Cultural Affairs and Recreation, commented.

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

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

NAYS: None

ABSENT: Representative Fierro

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

22. *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.

.....
The Regular City Council meeting was **RECESSED** at 11:30 a.m.

The Regular City Council meeting was **RECONVENED** at 11:42 a.m.
.....

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:

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

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

Mr. Terry Kebschull, Animal Services Director, introduced the item and presented a PowerPoint presentation (copy on file in the City Clerk's Office) along with Dr. Anthony Chacon, Animal Services Veterinarian.

Representatives Hernandez, Salcido, and Canales commented.

The following City staff members commented:

- Mr. Cary Westin, Interim City Manager
- Mr. Michael Wachsmann, Animal Services Deputy Director

The following members of the public commented:

1. Ms. Marcia Margherio
2. Ms. Regina Wagonner
3. Ms. Jessica Watson
4. Ms. Barbara Candelaria

NO ACTION was taken on this item.

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Ms. Josefina Lerma
2. Ms. Hilda Villegas
3. Ms. Cemelli de Aztlan
4. Ms. Renee Neuert
5. Ms. Pam Agullo
6. Ms. Olivia Siqueiros
7. Ms. Layla Zeidan Safa
8. Ms. Annie Perez
9. Ms. Carrie Trudeau
10. Ms. Isabella Sanchez
11. Ms. Donna Holmes
12. Mr. Timothy Wilson
13. Ms. Erin Coulehan
14. Ms. Alejandra Aburto
15. Ms. Scarlett Mercer
16. Ms. Silvia Zacarias
17. Ms. Patricia Osmond
18. Ms. Elizabeth Crawford
19. Mr. Albert Rivera
20. Ms. Lisa Turner
21. Ms. Louise Ross
22. Ms. Wally Cech

Mr. Michael Yoshino and Mr. Adrian Broaddus provided statements in support of the Zoological Society Agreement for the record.

A motion was made, seconded, and unanimously carried to **SUSPEND THE RULES OF ORDER** to allow speakers after the end of the sign-up period.

REGULAR AGENDA – FIRST READING OF ORDINANCES:

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

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

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.

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

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.
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.

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

PUBLIC HEARING WILL BE HELD ON MARCH 26, 2024 FOR ITEMS 25 AND 26
.....

The Regular City Council meeting was **RECESSED** at 1:49 p.m. for lunch.

The Regular City Council meeting was **RECONVENED** at 2:46 p.m.
.....

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

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

27. Motion made by Representative Salcido, seconded by Representative Rivera, and carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue a Purchase Order to 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.

Representatives Salcido and Canales commented.

The following City staff members commented:

- Mr. Ben Fyffe, Managing Director of Cultural Affairs and Recreation
- Ms. Venessa Lagunas, Procurement Analyst
- Ms. Kristen Hamilton-Karam, Deputy City Attorney
- Mr. Cary Westin, Interim City Manager

Ms. Lisa Turner, citizen, commented.

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

NAYS: Representative Molinar

ABSENT: Representative Fierro

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

- 28. ITEM:** 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.

Ms. Yvette Hernandez, City Engineer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Hernandez commented.

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **AWARD** Task Order 1 for Solicitation 2023-0397, August 3rd Memorial project to Keystone GC, LLC. for a total estimated award of \$632,741.02.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Canales

ABSENT: Representative Fierro

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

- 29.** Motion made by Representative Hernandez, seconded by Representative Salcido, and unanimously carried to **AWARD** 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.

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

NAYS: None
NOT PRESENT FOR THE VOTE: Representative Canales
ABSENT: Representative Fierro

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30. Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Salcido, and unanimously carried to **AWARD** 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.

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, and Rivera
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Canales
ABSENT: Representative Fierro

-
31. Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing to issue a 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.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Canales

ABSENT: Representative Fierro

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.

Ms. Yvette Hernandez, City Engineer, commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **REVISE** the item.

2ND AND FINAL MOTION

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Salcido, and unanimously carried to **AWARD, AS REVISED**, Task Order 1J-1 under Solicitation 2022-0678 in support of the Health Department Relocation Railroad project to Jordan Foster Construction LLC in an estimated award of \$6,763,276.00.

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, and Rivera
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Canales
ABSENT: Representative Fierro

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

33.

ORDINANCE 019598

The City Clerk read an Ordinance entitled: **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.

Representative Hernandez commented.

Mr. Luis Zamora, Planning and Inspections Chief Planner, commented.

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

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Molinar, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representatives Salcido and Rivera
ABSENT: Representative Fierro

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

34.

ORDINANCE 019599

The City Clerk read an Ordinance entitled: **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.

Representative Canales commented.

Mr. Luis Zamora, Planning and Inspections Chief Planner, commented.

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Fierro

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

35.

ORDINANCE 019600

The City Clerk read an Ordinance entitled: **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.**

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Fierro

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

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

36.

ORDINANCE 019601

The City Clerk read an Ordinance entitled: **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.**

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Fierro

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

37.

ORDINANCE 019602

The City Clerk read an Ordinance entitled: **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.**

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Fierro

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

REGULAR AGENDA – OTHER BUSINESS:

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

38.

RESOLUTION

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

That the City Manager be authorized to 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 COPORATION**, a Wyoming Corporation ("CCTL"); 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.

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

Representative Canales commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Fierro

39.

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.

Representatives Molinar, Rivera, and Canales commented.

Ms. Mirella Craigo, Economic and International Development Assistant Director, commented.

The following members of the public commented;

1. Ms. Maya Sanchez
2. Ms. Laura Butler
3. Ms. Lisa Turner
4. Ms. Nancy Lowery submitted a statement that was entered into the record.

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

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

Goal 3: Promote the Visual Image of El Paso

40. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the 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.
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41. **ITEMS 41 AND 42 WERE TAKEN TOGETHER**

ITEM: 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.

42. **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 fee s; 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 COU CIL 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.

Mr. Russell Abeln, Senior Assistant City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Kennedy, Acevedo, Hernandez, Molinar, Salcido, and Canales commented.

The following City and El Paso Water staff members commented:

- Mr. Kevin Smith, Planning and Inspections Assistant Director
- Ms. Kristen Hamilton-Karam, Deputy City Attorney
- Mr. Cary Westin, Interim City Manager
- Ms. Adriana Castillo, Utility Engineering Division Manager
- Mr. Rene Leon, EP Water Legislative Liaison

The Public Hearing was **OPENED** at 3:12 p.m. on Tuesday, March 12, 2024.

Ms. Lisa Turner, citizen, commented.

Motion made by Representative Canales, seconded by Representative Hernandez, and carried to **CLOSE** the **PUBLIC HEARING** at 3:37 p.m. and **APPROVE** the Resolution.

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

NAYS: Representative Molinar

ABSENT: Representative Fierro

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

43.

R E S O L U T I O N

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.

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	

Ms. Yvette Hernandez, City Engineer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Hernandez, Rivera, and Canales commented.

Mr. Robert Cortinas, Chief Financial Officer, commented.

Ms. Lisa Turner, citizen, commented.

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

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

NAYS: None

ABSENT: Representative Fierro

EXECUTIVE SESSION

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Salcido, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 3:52 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 14 from the Regular Agenda:

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

ABSENT: Representative Fierro

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, and unanimously carried to **ADJOURN** the Executive Session at 4:56 p.m. and **RECONVENE** the meeting of the City Council.

AYES: Representatives Kennedy, Acevedo, Molinar, Salcido, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Hernandez
ABSENT: Representative Fierro

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

EX1. Discussion on potential economic development opportunities in Northeast El Paso, Texas.
HQ#23-1857 (551.072) (551.087)

NO ACTION was taken on this item.

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

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, and unanimously carried to **ADJOURN** this meeting at 4:56 p.m.

AYES: Representatives Kennedy, Acevedo, Molinar, Salcido, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Hernandez
ABSENT: Representative Fierro

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-52, 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 #: 24-404, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution that the City Manager is authorized to sign a First Amendment to the Easement Agreement entered into on June 20, 2023, between the CITY OF EL PASO, TEXAS, and SFPP, LP. for the purpose of clarifying the Easement Agreement's termination date of June 19, 2043.

Area 1: A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections 27, 33, 34, and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 1, Butterfield Trail Aviation Park, Unit Two.

Area 2: A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections 22, 23, 26, and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 2, Butterfield Trail Aviation Park, Unit Two.

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

DEPARTMENT: Aviation

AGENDA DATE: March 26, 2024

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

DISTRICT(S) AFFECTED: District 3

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

SUBJECT:

A Resolution that the City Manager is authorized to sign a First Amendment to the Easement Agreement entered into on June 20, 2023, between the CITY OF EL PASO, TEXAS, and SFPP, L.P. for the purpose of clarifying the Easement Agreement's termination date.

Area 1: A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections 27, 33, 34, and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 1, Butterfield Trail Aviation Park, Unit Two.

Area 2: A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections 22, 23, 26, and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 2, Butterfield Trail Aviation Park, Unit Two

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval for a First Amendment to that certain Easement Agreement made by and between the City of El Paso, Texas ("Grantor") and SFPP, L.P. ("Grantee"). The new term of this Easement Agreement will be corrected ending on June 19, 2043.

Term: Initial term of twenty (20) years

PRIOR COUNCIL ACTION:

Easement Agreement – June 20, 2023

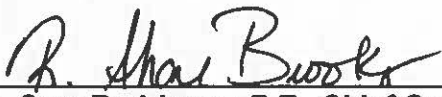

AMOUNT AND SOURCE OF FUNDING:

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

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:


for  R. Shane Brooks

Sam Rodriguez, P.E., Chief Operations & Transportation Officer/Director of Aviation

RESOLUTION

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

That the City Manager is authorized to sign a First Amendment to the Easement Agreement by and between the **CITY OF EL PASO, TEXAS** and **SFPP, L.P.** for the purpose of clarifying the Easement Agreement's termination date of June 19, 2043.

APPROVED this ____ day of _____, 2024.

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:

_____
Samuel Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS)
)
COUNTY OF EL PASO) **FIRST AMENDMENT TO
EASEMENT AGREEMENT**

This First Amendment to that certain Easement Agreement is made by and between the **CITY OF EL PASO, TEXAS** ("Grantor") and **SFPP, L.P.** ("Grantee"). Grantor and Grantee are referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, on June 20, 2023, the Parties entered into an Easement Agreement whereby the Grantor granted Grantee a non-exclusive easement in, on, under and through two areas located at the City of El Paso International Airport; and

WHEREAS, an error was discovered in the Easement Agreement regarding the Term end date; and

WHEREAS, the Parties wish to correct the error regarding the Term end date and, for purposes of clarity, provide a specific date for termination of the Easement Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 3.01 of the Easement Agreement is hereby amended and restated in its entirety to read as follows:

3.01 Term. The term of this Easement Agreement shall be for the period of twenty (20) years commencing on June 20, 2023, which is the date the Easement Agreement was approved by the El Paso City Council ("Effective Date") and ending on June 19, 2043 at 11:59:59 (the "Term").

2. All terms and conditions of the Easement Agreement, except hereto revised, shall remain in full force and effect.

(Signatures Begin on Following Page)

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date noted.

GRANTOR:

CITY OF EL PASO

Cary Westin
City Manager

APPROVED AS TO FORM:

Roberta Brito
Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez
for Samuel Rodriguez, P.E.
Director of Aviation
R. SHANE BROOKS

ACKNOWLEDGMENT

STATE OF TEXAS)
)

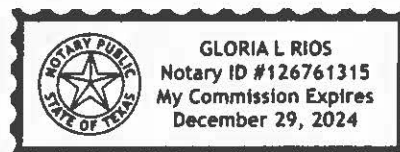
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 12 day of March, 2024
by Cary Westin, as City Manager of the City of El Paso, Texas (Grantor).

Gloria L. Rios
Notary Public, State of Texas

My Commission Expires:

12.29.2024




GRANTEE:

SFPP, L.P., a Delaware limited partnership

By: Kinder Morgan Operating L.P. "D"
its general partner

By: Kinder Morgan G.P. Inc
Its general partner

By: Kinder Morgan Management, LLC
The delegate of Kinder Morgan G.P., Inc.

By: 
Dayton Robertson
Vice President

ACKNOWLEDGMENT

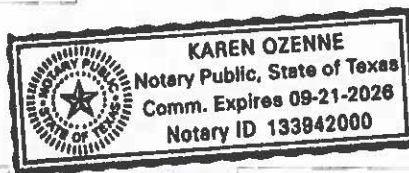
STATE OF TEXAS)
COUNTY OF Harris)

This instrument was acknowledged before me on this 1 day of November, 2023
by Dayton Robertson, as Vice President of SFPP, L.P. (Grantee).


Notary Public, State of Texas

My Commission Expires:

9-21-2024



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 _____

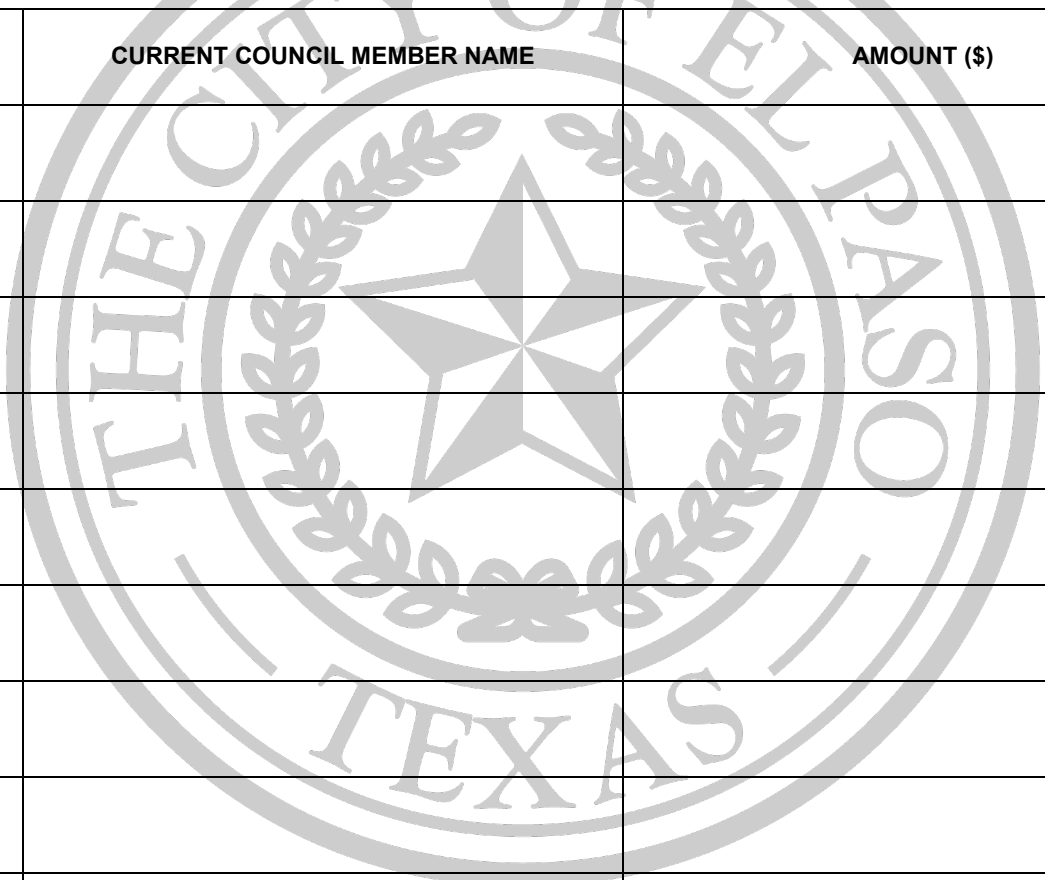
Relevant Department _____

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 #: 24-335, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

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

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager or designee to submit grant application 2998210 for the City of El Paso Police Department project identified as "Local Border Security Program FY25" through the Public Safety Office of the State of Texas, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Public Safety Office in full. Requesting \$550,000.00, no cash match required. Grant period will be from September 1, 2024 - August 31, 2025.

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

DEPARTMENT: Police

AGENDA DATE: March 12, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Chief Peter Pacillas (915)212- 4305
Assistant Chief Humberto Talamantes, (915)212-4309

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

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

SUBJECT:

A resolution authorizing the City Manager or designee to submit a grant application 2998210 for the City of El Paso Police Department project identified as "Local Border Security Program FY25" through the Public Safety Office of the State of Texas, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Public Safety Office in full. Requesting \$550,000.00, no cash match required. Grant period will be from September 1, 2024 – August 31, 2025.

BACKGROUND / DISCUSSION:

The El Paso Police Department has received the Local border Security grant since FY 2012 and is currently the recipient for the FY 2024 grant in the amount of \$408,364.34. The grant funds are used for city wide proactive operations on an overtime basis. The 2024 LBSP grant application was approved by City Council on March 14, 2023.

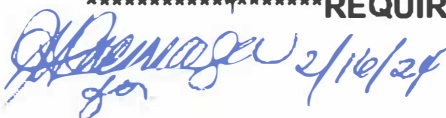
PRIOR COUNCIL ACTION:

The grant application for FY2024 Local Border Security Program was approved by City Council on March 14, 2023.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

 2/16/24
for

DEPARTMENT HEAD: Peter Pacillas

RESOLUTION

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

WHEREAS, the El Paso City Council seeks to receive grant funding through the grant/application number 2998210 for the El Paso Police Department project identified as “Local Border Security Program FY25”; 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 designee be authorized to submit to the Public Safety Office of the State of Texas, grant application number 2998210, for the City of El Paso Police Department project identified as “Local Border Security Program FY25” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____, 2024.

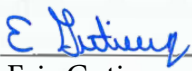
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas
Chief of Police

[Print This Page](#)

Agency Name: El Paso, City of
Grant/App: 2998210 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

Project Title: Local Border Security Program
Status: Application Pending Submission

Eligibility Information

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

Application Eligibility Certify:

Created on:1/17/2024 10:33:14 AM By:Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: Local Border Security Program
Division or Unit to Administer the Project: El Paso Police Department
Address Line 1: 911 N Raynor
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: Ricardo Porras
Email: 1800@elpasotexas.gov
Address 1: 9600 Dyer St.
Address 1:

City: El Paso, Texas 79924
Phone: 915-212-4400 Other Phone: 915-212-0310
Fax: 915-212-0310
Title: Mr.
Salutation: Lieutenant
Position: Project Director

Grant Writer

Name: Jessica Vargas
Email: VargasJ@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-4369 Other Phone: 915-630-2129
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Project Manager

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014
Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Introduction

The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

- Increase the effectiveness and impact of Steady State and Surge Operations.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Patrol (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.
- Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay off areas.
- Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels. Increase intelligence based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.
- Aid in the humane retrieval and processing of the remains of undocumented migrants.

Program Requirements

Coordination with Regional Joint Operations Intelligence Center (JOIC)Grantees must agree to perform the following activities:

- Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (DPS) Joint Operations and Intelligence Centers (JOIC).
- Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
- Report significant border-related events that occur during each 24-hour period.
- Conduct enhanced law enforcement patrolling activities.
- Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
- Identify significant border-related trends or areas of interest that may be developed into focus areas for future operations.
- Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
- Conduct Steady State operations and respond to calls for service.
- Integrate air, ground, marine, and remote operations.

Grantees must agree to submit BIAR reports to the JOIC:

The grantee shall report all border-related events to the JOIC using the BIAR. BIAR reporting shall include events that occur during Enhanced Operation activities AND events that occur during Steady State activities.

Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or the number of investigative bodies. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission, such as organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, human trafficking, human smuggling, home invasions with a border or organized crime nexus, illegal immigration, border-related murders, gang-related murders, vehicle thefts, or drug trafficking.

The BIAR is the primary incident and information-reporting tool for the grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within 24 hours of the end of shift and/or the timeframes established by the JOIC.

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:

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.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

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, 2024 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 Summary :

Briefly summarize the project, including proposed activities and intended impact.

The El Paso Police Department will identify and target areas of criminal activity in support of the Local Border Security Program. Officers will target criminal activity involving money, weapons, ammunition, automobile crimes, gangs, narcotics, and wanted subjects. Enhanced operations will include, but are not limited to directed patrol, surveillance, gang & fugitive roundups, counter auto theft measures and/or Joint Task Force Operations with local and federal agencies. The collaborative effort will assist in the suppression of criminal activities and reduce crime along the border region area.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

El Paso, Texas is directly across the Mexican border of Ciudad (Cd.) Juarez, Chihuahua, Mexico, which has a population of over 1.5 million inhabitants. The El Paso-Ciudad Juarez community is the largest metropolitan area on the border between the United States and Mexico. The metropolitan area has a combined population of approximately 2.4 million inhabitants (Source: U.S. Census Bureau and State of Chihuahua CIES). The large amount of inhabitants affords criminal organizations an exclusive opportunity to illegally profit from criminal activities along the Texas border region of El Paso-Ciudad Juarez. The ongoing territorial drug war between Mexican rival cartels within the large metropolitan area of Ciudad Juarez indicates continued violence. The El Paso Police Department's estimate of the Ciudad Juarez murder count as of January 26, 2024, based on open source information, is approximately 91 murders for the year to date. The murder count for 2023 ended with 1167 murders, based on open source information. Drug Trafficking Organization's (DTO's), which are often composed of a combination of the Mexican cartels and Transnational Criminal Gangs are very organized and continue to build their criminal enterprises. The current number of homicides in Ciudad Juarez shows a consistent rate of violence over the past five years. The ongoing violence created by Drug Trafficking Organization's in Ciudad Juarez continues to pose an immediate threat of a spillover into the City and County of El Paso, Texas. The existence of the Drug Trafficking Organizations affords these organization's the opportunity to obtain illegal proceeds from their criminal activities, and are attributed to illegal drug trafficking, human trafficking, auto thefts, and the illegal exportation of currency and weapons into Mexico from El Paso, Texas. Enhanced operations by the El Paso Police Department are essential to combat and deter the criminal activities attributed to Drug Trafficking Organization's operating within the El Paso-Ciudad Juarez border 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.

Currently, the FY2024 Local Border Security Program Grant funds police personnel on an overtime basis to target criminal activities involving money, weapons, ammunition, automobile crimes, gangs, narcotics, wanted subjects and other criminal activities along the El Paso, Texas border region. Enhanced operations include, but are not limited to directed patrol, surveillance, gang/fugitive roundups, counter auto theft measures and/or Joint Task Force Operations with other Local & Federal Agencies, in the suppression of criminal activities to enhance border security. Operational times and personnel working each assignment are conditional upon availability of staffing and grant funding.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The El Paso Police Department's current staffing does not allow for sustained Local Border Security Program Operations within the border region area and this creates a capability gap. The Local Border Security Program has allowed the department to narrow the capability gap and take a proactive approach to address criminal activities that are often related to the existence of criminal organizations of Mexican Cartels and Transnational Criminal Tier-1 and Tier-2 Gangs that operate on both sides of the El Paso-Ciudad Juarez border.

Impact Statement :

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

The project goal is to maintain enhanced operations that specifically target criminal activities in support of the Local Border Security Program. Operations will continue to address the criminal enterprises of Mexican Cartels and Transnational Criminal Gangs that pose harm to the local population of Texans and visitors of El Paso, Texas. It will also continue to enhance Local Border Security Program Operations and reduce crime along the border region area.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

1.2.1 Conduct and support integrated multi-agency, multi-jurisdictional investigations to disrupt and dismantle domestic and transnational drug trafficking organizations operating in Texas.

Target Group :

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

Local, State, and Federal Law Enforcement Agencies, to include the population of citizens that reside within the City and County of El Paso, Texas.

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.

Without the continued support of the Local Border Security Program (LBSP) grant funding, the El Paso Police Department will not be able to sustain long-term enhanced operations of targeting criminal organizations that operate within the Texas border region. The proactive approach that is currently supported by LBSP grant funding, will then turn into a reactive approach, and will place all Texans at risk, because of the vulnerabilities associated with the lack of funding.

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
Enhanced Patrol	100.00	El Paso Police Officers will identify and target areas of criminal activities in support of the Local Border Security Program. Officers will target criminal activity involving money, weapons, ammunition, automobile crimes, gangs, narcotics, wanted subjects and other activities related to crime. Enhanced operations will include but not limited to directed patrol, surveillance, gang/fugitive roundups,

	counter auto theft measures and/or Joint Task Force Operations with other Local & Federal agencies. All in conjunction with the suppression of criminal activities.
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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of gang members arrested for felony offenses.	2
Number of miles patrolled by grant-funded officers.	21000
Number of reports submitted - BIARs to a Regional DPS-JOIC (for LBSP) or DARs to US Border Patrol (for OPSG).	4500
Number of traffic stops conducted by grant-funded officers supporting the border initiative.	200
Number of weapons seized by grant-funded officers supporting the border initiative.	1

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of adult apprehensions (transferred to USBP custody) made by grant-funded peace officers	0
Number of arrests (felony) made by grant-funded officers supporting the border initiative.	25
Number of arrests (misdemeanor) made by grant-funded officers supporting the border initiative.	20
Number of minor/juvenile apprehensions (transferred to USBP custody) made by grant-funded peace officers	0
Value of all forfeitures (cash and other assets) attributed to grant-funded officers supporting the border initiative.	0

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by 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:

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/%
Personnel	Overtime for All Peace Officers	ENHANCED PATROL-OVERTIME ACCORDING TO LOCAL OT POLICY-AN ESTIMATE OF 5653.07 HOURS AT AN AVERAGE OT RATE OF 73.73 WTH FRINGE BENEFITS, THE APPROXIMATE COST IS 550,000	\$550,000.00	\$0.00	\$0.00	\$0.00	\$550,000.00	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$550,000.00	\$0.00	\$0.00	\$0.00	\$550,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$550,000.00	\$0.00	\$0.00	\$0.00	\$550,000.00

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 #: 24-402, Version: 3

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Municipal Courts, Lilia Worrell, (915) 212-5822

Municipal Courts, Annabelle Casas, (915) 212-5205

AGENDA LANGUAGE:

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

A Resolution authorizing the Mayor to sign an Interlocal Cooperation Agreement between the Department of Public Safety of the State of Texas ("DPS") and the City of El Paso ("City") to provide and establish an automated Failure to Appear ("FTA") system in the City of El Paso, El Paso County, Texas. This resolution is an amendment to add contract changes by the Department of Public Safety that were mandated in the 88th Legislative Session. Changes include: 1) Inclusion of indigency as mandated by House Bill 291, 88th Legislative Session, 2) Option to acquire occupational license while license on hold for 2 years plus additional 2 years, 3) change to provide clarity regarding specific responsibilities held by each party, and 4) language to account for future changes to the current statute ensuring agreement remains in compliance with the latest legal requirements.

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

AGENDA DATE: March 26, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Lilia Worrell. (915) 212-5822
Annabelle Casas 915-212-5205

DISTRICT(S) AFFECTED: All

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

SUBJECT:

A resolution authorizing the Mayor to sign an Interlocal Cooperation Agreement between the Department of Public Safety of the State of Texas ("DPS") and the City of El Paso (City") to provide and establish an automated Failure to Appear ("FTA") system in the City of El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

This resolution is an amendment to add contract changes by the Department of Public Safety that were mandated in the 88th Legislative Session. Changes include: 1) Inclusion of indigency as mandated by House Bill 291, 88th Legislative Session, 2) Option to acquire occupational license while license on hold for 2 years plus additional 2 years, 3) change to provide clarity regarding specific responsibilities held by each party, and 4) language to account for future changes to the current statute ensuring agreement remains in compliance with the latest legal requirements.

PRIOR COUNCIL ACTION:

Contract approved on May 23, 2006; on February 4, 2020; and option renewed March 2023

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Municipal Court

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

DEPARTMENT HEAD:



Lilia Worrell, Municipal Court

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Cooperation Agreement between the Department of Public Safety of the State of Texas (“DPS”) and the City of El Paso (“City”) to provide and establish an automated Failure to Appear (“FTA”) system in the City of El Paso, El Paso County, Texas.

APPROVED this the _____ day of _____, 2024.


THE CITY OF EL PASO

Oscar Lesser
Mayor

ATTEST:

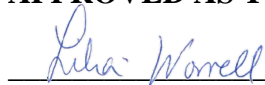
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez

Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Lilia A. Worrell, Director

Municipal Court

Interlocal Cooperation Contract Failure to Appear Program

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. **Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. **Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd., Bldg A
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

APPROVED this the _____ day of _____ 2024.

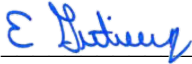
THE CITY OF EL PASO

Oscar Lesser
Mayor

ATTEST:

Laura D. Prine
City Clerk

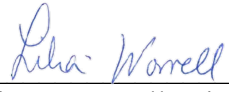
APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

Date: 02/18/2024

APPROVED AS TO CONTENT:



Lilia A. Worrell, Director
Municipal Court

Date: 2/19/2024



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-394, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Districts 2, 6, 8

Environmental Services Department, Nicholas N. Ybarra (915) 212-6000

AGENDA LANGUAGE:

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

That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A).

ATTACHMENT A
SOLID WASTE LIENS

March 26, 2024

Address	Owner of Record	Amount	District
1820 ALABAMA ST	ODOM INVESTMENTS INC	\$503.50	2
2701 SPARKMAN ST	MARTINEZ, PATRICIA	\$610.12	2
3212 TITANIC AVE	JACOBO, OMAR A.	\$1,018.50	2
1814 MARLYS LARSON ST	TAGGART, KEVIN M	\$336.00	6
204 ZENITH DR	FANG SHI M, LIU ZHI W	\$484.50	8
404 CRESTMONT DR	MUSIL, DANIEL E. & DENISE M	\$418.00	8
1500 ROCKY BLUFF RD	MORENO RICARDO	\$439.00	8
1512 WYOMING AVE	ESPARZA, ENRIQUE JR & CECILIA A	\$791.50	8
2200 N FLORENCE ST	COULTER, CHERYL	\$488.50	8

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

AGENDA DATE: March 26, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicholas Ybarra, (915) 212-6000

DISTRICT(S) AFFECTED: 2, 6, 8

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A).

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

ATTACHMENT A
SOLID WASTE LIENS

March 26, 2024

Address	Owner of Record	Amount	District
1820 ALABAMA ST	ODOM INVESTMENTS INC	\$503.50	2
2701 SPARKMAN ST	MARTINEZ, PATRICIA	\$610.12	2
3212 TITANIC AVE	JACOBO, OMAR A.	\$1,018.50	2
1814 MARLYS LARSON ST	TAGGART, KEVIN M	\$336.00	6
204 ZENITH DR	FANG SHI M, LIU ZHI W	\$484.50	8
404 CRESTMONT DR	MUSIL, DANIEL E. & DENISE M	\$418.00	8
1500 ROCKY BLUFF RD	MORENO RICARDO	\$439.00	8
1512 WYOMING AVE	ESPARZA, ENRIQUE JR & CECILIA A	\$791.50	8
2200 N FLORENCE ST	COULTER, CHERYL	\$488.50	8

RESOLUTION

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

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

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

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

1820 Alabama St, more particularly described as Lots 8 & 9 & 11
TO 16 & 27 TO 32 & W 5' OF(10 & 26) & CLSD ALLEY
BTWN(46300.00 SQ FT), Block 76, HIGHLAND PARK
Subdivision, City of El Paso, El Paso County, Texas, PID #H453-
999-0760-8900

to be \$503.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7TH day of December, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED THREE AND 50/100 DOLLARS (\$503.50) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2024,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

2701 Sparkman St, more particularly described as S 70 FT OF
LOTS 1 TO 4 (7000 SQ FT), Block 94, GRANDVIEW
Subdivision, City of El Paso, El Paso County, Texas, PID
#G686-999-0940-0800

to be \$610.12, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9TH day of December, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED TEN AND 12/100 DOLLARS (\$610.12) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:


Oscar Leeser
Mayor

ATTEST:

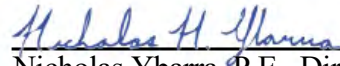
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

3212 Titanic Ave, more particularly described as Lot 7 (24700 SQ FT), Block 2, MOUNTAIN PARK Subdivision, City of El Paso, El Paso County, Texas, PID #M820-999-0020-3100

to be \$1,018.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21ST day of November, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND EIGHTEEN AND 50/100 DOLLARS (\$1,018.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.


CITY OF EL PASO:

Oscar Leeser
Mayor

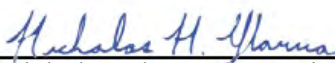
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

1814 Marlys Larson St, more particularly described as Lot 8
5719.76 sq ft, Block 17, EAST GATE #1 Subdivision, City of El
Paso, El Paso County, Texas, PID #E049-999-0170-0800

to be \$336.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6TH day of December, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 00/100 DOLLARS (\$336.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicholas H. Ybarra
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

204 Zenith Dr, more particularly described as REPLAT 7 & SW 15
FT OF 6, Block 12, LOMAS DEL REY Subdivision, City of El
Paso, El Paso County, Texas, PID #L624-999-0120-2600

to be \$484.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21s day of November, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTY FOUR AND 50/100 DOLLARS (\$484.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:


Oscar Leoser
Mayor

ATTEST:

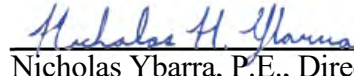
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

404 Crestmont Dr, more particularly described as Lot 7, Block 9,
CRESTMONT HILLS Subdivision, City of El Paso, El Paso
County, Texas, PID #C942-999-0090-3100

to be \$418.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5TH day of December, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$418.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.


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:


Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20____,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

1500 Rocky Bluff Rd, more particularly described as Lot 6 (15853 SQ FT), Block 6, RICHMAR Subdivision, City of El Paso, El Paso County, Texas, PID #R439-999-0060-1100

to be \$439.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29TH day of November, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY NINE AND 00/100 DOLLARS (\$439.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicholas H. Ybarra
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

1512 Wyoming Ave, more particularly described as Lots 7 & W 1/2
OF 8 (4500 SQ FT), Block 42, FRANKLIN HEIGHTS Subdivision,
City of El Paso, El Paso County, Texas, PID #F607-999-0420-1300

to be \$791.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18TH day of November, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED NINETY ONE AND 50/100 DOLLARS (\$791.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.

CITY OF EL PASO:


Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

2200 N Florence St, more particularly described as Lots 19 & 20 &
S 23 FT OF 18 (9150.00 SQ FT), Block 168, ALEXANDER
Subdivision, City of El Paso, El Paso County, Texas, PID #A462-
999-1680-9100

to be \$488.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30TH day of November, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTY EIGHT AND 50/100 DOLLARS (\$488.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:


Oscar Leeser
Mayor

ATTEST:

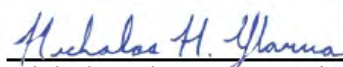
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000



Legislation Text

File #: 24-406, 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.

A Resolution that the Taxpayer, ADVANTAX INC, CARDINAL HEALTH 200 LLC, 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(j)(1) of the Tax Code in the amount of \$23,274.17, for the properties with the following legal description:

FURN MACH INV CMP SIGN (1320 DON HASKINS DR)
INV FURN CMP MACH VEHS (1 BUTTERFIELD TRAIL BLVD)
LEASED MACH IN TDC 34 (MISC FILE NO. 34)

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

AGENDA DATE: March 26, 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, ADVANTAX INC, CARDINAL HEALTH 200 LLC, 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(j)(1) of the Tax Code in the amount of \$23,274.17, for the properties with the following legal description:

FURN MACH INV CMP SIGN (1320 DON HASKINS DR)
INV FURN CMP MACH VEHS (1 BUTTERFIELD TRAIL BLVD)
LEASED MACH IN TDC 34 (MISC FILE NO. 34)

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.

Taxpayer was provided Contribution and Disclosure Forms in accordance with Ordinance No. 019581.

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: *Maria O. Pasillas*

RESOLUTION

WHEREAS, pursuant to Section 33.011(j)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and interest on a delinquent tax of the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(j)(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, ADVANTAX INC, CARDINAL HEALTH 200 LLC (“Taxpayer”) requested a waiver of penalties and interest on February 14, 2024, before the 181st day after the delinquency date, in the amount of \$23,274.17 for the 2023 delinquent taxes for the properties with the following legal description:

FURN MACH INV CMP SIGN (1320 DON HASKINS DR)
INV FURN CMP MACH VEHS (1 BUTTERFIELD TRAIL BLVD)
LEASED MACH IN TDC 34 (MISC FILE NO. 34)

WHEREAS, taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date.

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

THAT the Taxpayer, ADVANTAX INC, CARDINAL HEALTH 200 LLC, 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(j)(1) of the Tax Code in the amount of \$23,274.17, for the properties with the following legal description:

FURN MACH INV CMP SIGN (1320 DON HASKINS DR)
INV FURN CMP MACH VEHS (1 BUTTERFIELD TRAIL BLVD)
LEASED MACH IN TDC 34 (MISC FILE NO. 34)

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 20 ____.

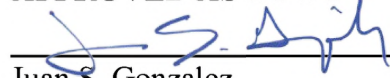
CITY OF EL PASO:

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
City Tax Assessor/Collector



Legislation Text

File #: 24-407, 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.

A Resolution that the Taxpayer, BEATRIZ MENDOZA, 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 \$474.40, for the property with the following legal description:

183 TIERRA DEL ESTE #50 LOT 1 (6187.95 SQ FT)

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

AGENDA DATE: March 26, 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, BEATRIZ MENDOZA, 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 \$474.40, for the property with the following legal description:

183 TIERRA DEL ESTE #50 LOT 1 (6187.95 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.

Taxpayer was provided Contribution and Disclosure Forms in accordance with Ordinance No.019581.

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:

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, BEATRIZ MENDOZA ("Taxpayer") requested a waiver of penalties and interest on February 29, 2024, before the 181st day after the delinquency date, in the amount of \$474.40 for the 2023 delinquent taxes for the property with the following legal description:

183 TIERRA DEL ESTE #50 LOT 1 (6187.95 SQ FT)

WHEREAS, the Taxpayer paid the taxes owed on the property on February 29, 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, BEATRIZ MENDOZA 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 \$474.40, for the property with the following legal description:

183 TIERRA DEL ESTE #50 LOT 1 (6187.95 SQ FT)

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 20__.

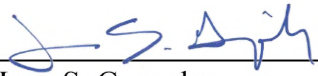
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
City Tax Assessor/Collector



Legislation Text

File #: 24-408, 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.

A Resolution that the Taxpayer, ROBIN LINDSEY, 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 \$366.55, for the property with the following legal description:

BLK 60 TRES SUENOS #19 LOT 3.

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

AGENDA DATE: March 26, 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, ROBIN LINDSEY, 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 \$366.55, for the property with the following legal description:

BLK 60 TRES SUENOS #19 LOT 3.

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.

Taxpayer has been provided Contribution and Disclosure Forms in accordance with Ordinance No. 019581.

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: *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, ROBIN LINDSEY ("Taxpayer") requested a waiver of penalties and interest on February 29, 2024, before the 181st day after the delinquency date, in the amount of \$366.55 for the 2023 delinquent taxes for the property with the following legal description:

BLK 60 TRES SUENOS #19 LOT 3

WHEREAS, the Taxpayer paid the taxes owed on the property on February 29, 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, ROBIN LINDSEY 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 \$366.55, for the property with the following legal description:

BLK 60 TRES SUENOS #19 LOT 3

(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:



Maria O. Pasillas, RTA
City Tax Assessor/Collector



Legislation Text

File #: 24-387, 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

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

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager, or designee, to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the project generally described as Railroad Crossing Improvements at Union Pacific Railroad at N. Piedras Street from San Jose Avenue to Pershing Drive, for a total estimated project cost of \$93,513.65 of which the estimated local government participation amount is \$0.00. Further, that the City Manager, or designee, be authorized to sign all documents, agreement amendments, and perform all action required to carry out the obligations of the City under this agreement.

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

AGENDA DATE: March 26, 2024
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, (915) 212- 0065
DISTRICT(S) AFFECTED: 2
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

That the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the project generally described as Railroad Crossing Improvements at Union Pacific Railroad at N. Piedras Street from San Jose Avenue to Pershing Drive, for a total estimated project cost of \$93,513.65 of which the estimated local government participation amount is \$0.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

BACKGROUND / DISCUSSION:

The scope of work for the Project consists of Grade Crossing Safety Upgrades at UPRR and N. Piedras Street from San Jose Avenue to Pershing Drive.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Federal/State- \$93,513.65

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)

Revised 04/09/2021

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the project generally described as Railroad Crossing Improvements at Union Pacific Railroad at N. Piedras Street from San Jose Avenue to Pershing Drive, for a total estimated project cost of \$93,513.65 of which the estimated local government participation amount is \$0.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

APPROVED this _____ day of _____, 2024.

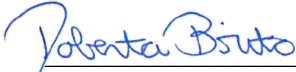
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

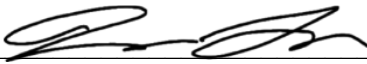
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquín Rodríguez, AICP
Capital Improvement Department

TxDOT:				Federal Highway Administration:	
CCSJ #	0674-01-077	AFA ID	Z00006726	CFDA No.	20.205
AFA CSJs	0924-06-693			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400		
Project Name	UPRR crossing at N. Piedras Street			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Railway-Highway Hazard Elimination
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **The City of El Paso**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Railroad Crossing Improvements at UPRR at N. Piedras Street**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

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WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of Grade Crossing Safety Upgrades at UPRR and N. Piedras Street from San Jose Avenue to Pershing Drive as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT

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procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly

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- differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide

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the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance

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approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. **Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

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environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to

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the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made

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by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government 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 facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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); and 49 CFR Part 21.
- B. 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).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

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- D. 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.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. 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, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits 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 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which 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.
- K. 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, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope

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- of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

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If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>

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2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.


THE LOCAL GOVERNMENT

THE CITY OF EL PASO

By: _____
 Samuel Rodriguez for Interim City Manager, Col Cary Westin


 Date

APPROVED AS TO CONTENT:



 Joaquin Rodriguez, AICP
 CID Grant Funded Program Director

APPROVED AS TO FORM:



 Roberta Brito
 Assistant City Attorney

THE STATE OF TEXAS

 Signature

 Typed or Printed Name

 Typed or Printed Title

 Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding for Construction until the federal funding reaches the maximum obligated amount. The State will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by State)	\$6,375	0%	\$0	100%	\$6,375	0%	\$0
Environmental (by State)	\$875	0%	\$0	100%	\$875	0%	\$0
Construction (by State)	\$78,965.65	100%	\$78,965.65	0%	\$0	0%	\$0
Subtotal	\$86,215.65		\$78,965.65		\$7,250		\$0
Environmental Direct State Costs	\$750	0%	\$0	100%	\$750	0%	\$0
Right of Way Direct State Costs	\$187	0%	\$0	100%	\$187	0%	\$0
Engineering Direct State Costs	\$939	0%	\$0	100%	\$939	0%	\$0
Utility Direct State Costs	\$187	0%	\$0	100%	\$187	0%	\$0
Construction Direct State Costs	\$1,687	0%	\$0	100%	\$1,687	0%	\$0
Indirect State Costs	\$3,548	0%	\$0	100%	\$3,548	0%	\$0
TOTAL	\$93,513.65		\$78,965.65		\$14,548		\$0

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Total payment by the Local Government to the State: \$0

The total amount of Local Government participation shall not exceed the amount appearing above.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER



Legislation Text

File #: 24-388, 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

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

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager, or designee, to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the project generally described as Railroad Crossing Improvements at Union Pacific Railroad at Zaragoza Road from Mellon Drive to Otyokwa Way, for a total estimated project cost of \$94,363.65 of which the estimated local government participation amount is \$0.00. Further, that the City Manager, or designee, be authorized to sign all documents, agreement amendments, and perform all action required to carry out the obligations of the City under this agreement.

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

AGENDA DATE: March 26, 2024
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, (915) 212- 0065
DISTRICT(S) AFFECTED: 7
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

That the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the project generally described as Railroad Crossing Improvements at Union Pacific Railroad at Zaragoza Road from Mellon Drive to Otyokwa Way, for a total estimated project cost of \$94,363.65 of which the estimated local government participation amount is \$0.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

BACKGROUND / DISCUSSION:

The scope of work for the Project consists of Grade Crossing Safety Upgrades at UPRR and Zaragoza Road from Mellon Drive to Otyokwa Way.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Federal/State- \$94,363.65

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ X ☐ 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)

Revised 04/09/2021

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the project generally described as Railroad Crossing Improvements at Union Pacific Railroad at Zaragoza Road from Mellon Drive to Otyokwa Way, for a total estimated project cost of \$94,363.65 of which the estimated local government participation amount is \$0.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

APPROVED this _____ day of _____, 2024.

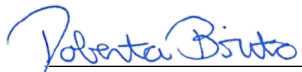
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquín Rodríguez, AICP
Capital Improvement Department

TxDOT:				Federal Highway Administration:	
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District #	24	Code Chart 64#	13400		
Project Name	Zaragoza Rd Crossing (DOT#741231D CONS)			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Railway-Highway Hazard Elimination
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **The City of El Paso**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Railroad Crossing Improvements at UPRR at Zaragoza Road**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not

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Project Name	Zaragoza Rd Crossing (DOT#741231D CONS)			AFA Not Used For Research & Development	

specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of Grade Crossing Safety Upgrades at UPRR and Zaragoza Road from Mellon Drive to Otyokwa Way as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete

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when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

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- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

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- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions,

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determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.

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- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.

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Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

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- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

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- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government 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 facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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- whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
 - D. 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.
 - E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
 - F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
 - G. 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, subrecipients and contractors, whether such programs or activities are federally funded or not).
 - H. Titles II and III of the Americans with Disabilities Act, which prohibits 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 C.F.R. parts 37 and 38.
 - I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which 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.
 - K. 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, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

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- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549

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and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09->

TxDOT:				Federal Highway Administration:	
CCSJ #	0674-01-077	AFA ID	Z00006727	CFDA No.	20.205
AFA CSJs	0924-06-694			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400		
Project Name	Zaragoza Rd Crossing (DOT#741231D CONS)			AFA Not Used For Research & Development	

[14/pdf/2010-22705.pdf](http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf) and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is:
<https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CCSJ #	0674-01-077	AFA ID	Z00006727	CFDA No.	20.205
AFA CSJs	0924-06-694			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400		
Project Name	Zaragoza Rd Crossing (DOT#741231D CONS)			AFA Not Used For Research & Development	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

By: _____
Samuel Rodriguez for Interim City Manager, Col. Cary Westin

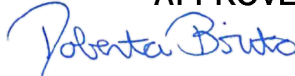
Date

APPROVED AS TO CONTENT:



Joaquin Rodriguez, AICP
CID Grant Funded Program Director

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

THE STATE OF TEXAS

Signature

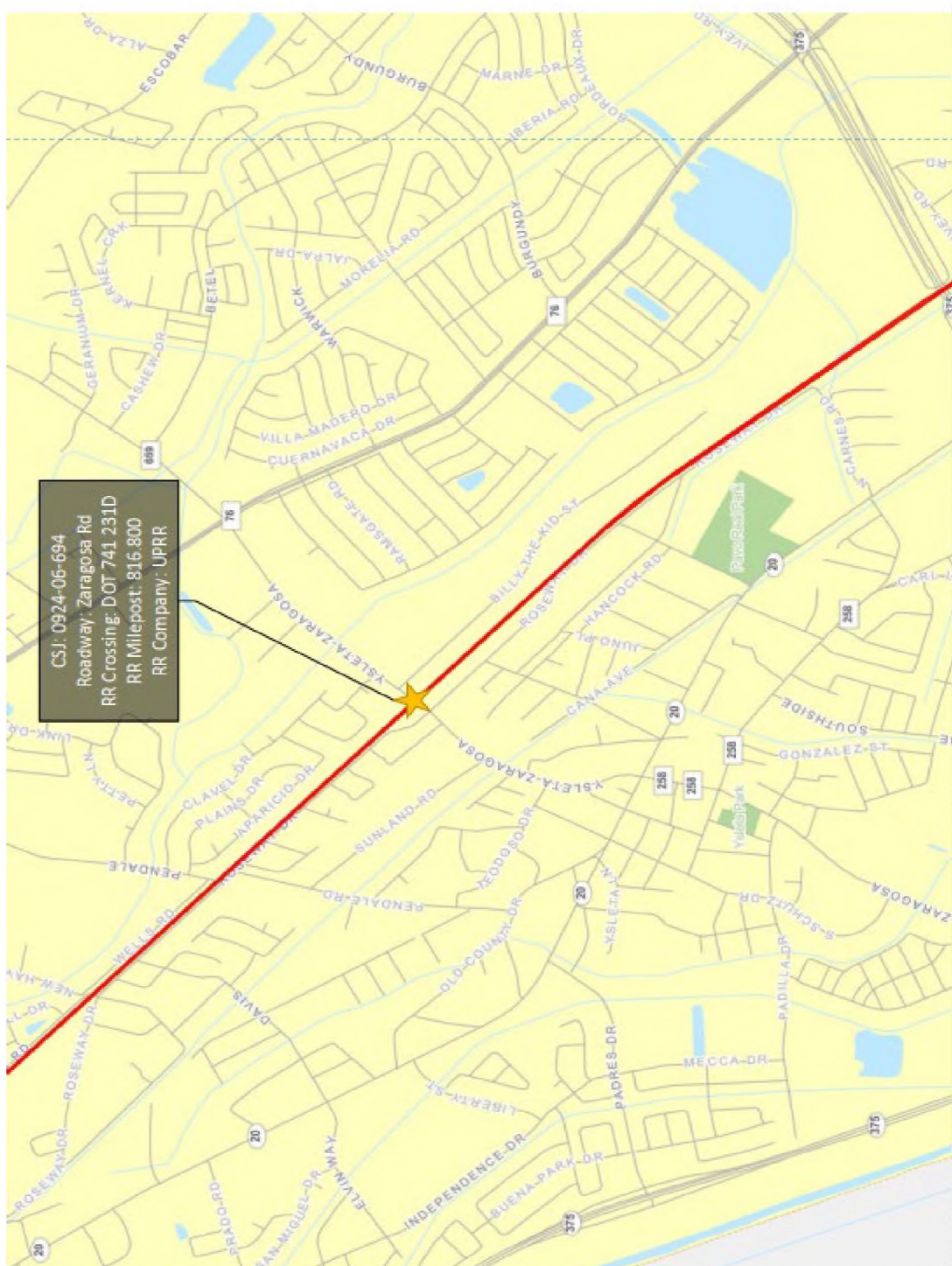
Typed or Printed Name

Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0674-01-077	AFA ID	Z00006727	CFDA No.	20.205
AFA CSJs	0924-06-694			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400		
Project Name	Zaragoza Rd Crossing (DOT#741231D CONS)			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CCSJ #	0674-01-077	AFA ID	Z00006727	CFDA No.	20.205
AFA CSJs	0924-06-694			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400		
Project Name	Zaragoza Rd Crossing (DOT#741231D CONS			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding until the federal funding reaches the maximum obligated amount. The State will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by State)	\$7,125	0%	\$0	100%	\$7,125	0%	\$0
Environmental (by State)	\$975	0%	\$0	100%	\$975	0%	\$0
Construction (by State)	\$78,965.65	100%	\$78,965.65	0%	\$0	0%	\$0
Subtotal	\$87,065.65		\$78,965.65		\$8,100		\$0
Environmental Direct State Costs	\$750	0%	\$0	100%	\$750	0%	\$0
Right of Way Direct State Costs	\$187	0%	\$0	100%	\$187	0%	\$0
Engineering Direct State Costs	\$939	0%	\$0	100%	\$939	0%	\$0
Utility Direct State Costs	\$187	0%	\$0	100%	\$187	0%	\$0
Construction Direct State Costs	\$1,687	0%	\$0	100%	\$1,687	0%	\$0
Indirect State Costs	\$3,548	0%	\$0	100%	\$3,548	0%	\$0
TOTAL	\$ 94,363.65		\$78,965.65		\$15,398		\$0

Initial payment by the Local Government to the State: \$0
Payment by the Local Government to the State before construction: \$0
Total payment by the Local Government to the State: \$0
The total amount of Local Government participation shall not exceed the amount
appearing above.

TxDOT:				Federal Highway Administration:	
CCSJ #	0674-01-077	AFA ID	Z00006727	CFDA No.	20.205
AFA CSJs	0924-06-694			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400		
Project Name	Zaragoza Rd Crossing (DOT#741231D CONS)			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER



Legislation Text

File #: 24-398, 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

Climate and Sustainability, Nicole Ferrini, (915) 212-1659

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager or his designee to sign the documents related to the Environmental Protection Agency Climate Pollution Reduction Grant: Implementation Grants General Competition, and any agreements or verifications required to apply for this grant on April 1, 2024.

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

AGENDA DATE: March 26th, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini (915) 212-1659

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: Develop and implement a comprehensive climate action plan

SUBJECT: Action item to authorize the City Manager or his designee to sign the documents related to the Environmental Protection Agency Climate Pollution Reduction Grant: Implementation Grants General Competition, and any agreements or verifications required to apply for this grant on April 1st, 2024.

BACKGROUND / DISCUSSION:

This grant proposal is to implement the Paso del Norte Trail in its totality. This project will have a critical role in advancing sustainability efforts and enhancing our community's capacity to address environmental challenges.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

NA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Office of Climate and Sustainability – Nicole Ferrini

SECONDARY DEPARTMENT:

—

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

Abraham Gutierrez for Nicole Ferrini

DEPARTMENT HEAD: _____

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

WHEREAS, the Environmental Protection Agency (“EPA”) is currently accepting applications for the Climate Pollution Reduction Grants Program: Implementation Grants General Competition (“CPRG Implementation grant”); and

WHEREAS, the City of El Paso, Texas ("City") wishes to submit an application for the CPRG Implementation grant; and

WHEREAS, if awarded, the funds received under the CPRG Implementation grant will be used for the Paso Del Norte Trail Project (the “Project”), which is a community-driven, collaborative effort to develop a county-wide trail in El Paso County that expands into Hudspeth County; and

WHEREAS, the Project will create a regionally significant landmark that promotes active transportation, preserves the history and culture of our region, supports economic development and ecotourism, provides educational and recreational opportunities and therefore supports a high quality of life for the El Paso community.

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 sign the documents related to the Environmental Protection Agency Climate Pollution Reduction Grant: Implementation Grants General Competition, and any agreements or verifications required to submit an application for this grant.

APPROVED this _____ day of _____, 2024.


CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

 Abraham Gutierrez for

Nicole Ferrini
Climate & Sustainability Officer
Community and Human Development



CITY OF EL PASO

PDN C3 Climate Action Plan

Paso del Norte Community Climate Collaborative

Nicole Alderete-Ferrini
Climate and Sustainability Officer

Community + Human Development

Our responsibility is to serve as the catalyst for community partnerships, collaboration + change ensuring **equity, resilience + sustainability** for the most vulnerable El Pasoans by giving voice to the underrepresented, supporting a strong system of human services & investing in El Paso homes, families + neighborhoods.

Advance Equity

Reduce Poverty

Build Sustainability

Climate + Sustainability

- Mitigation + Adaptation
- Education + Awareness
- Policy + Practice

Civic Empowerment

- Equity + Access
- Neighborhood Engagement
- Volunteerism

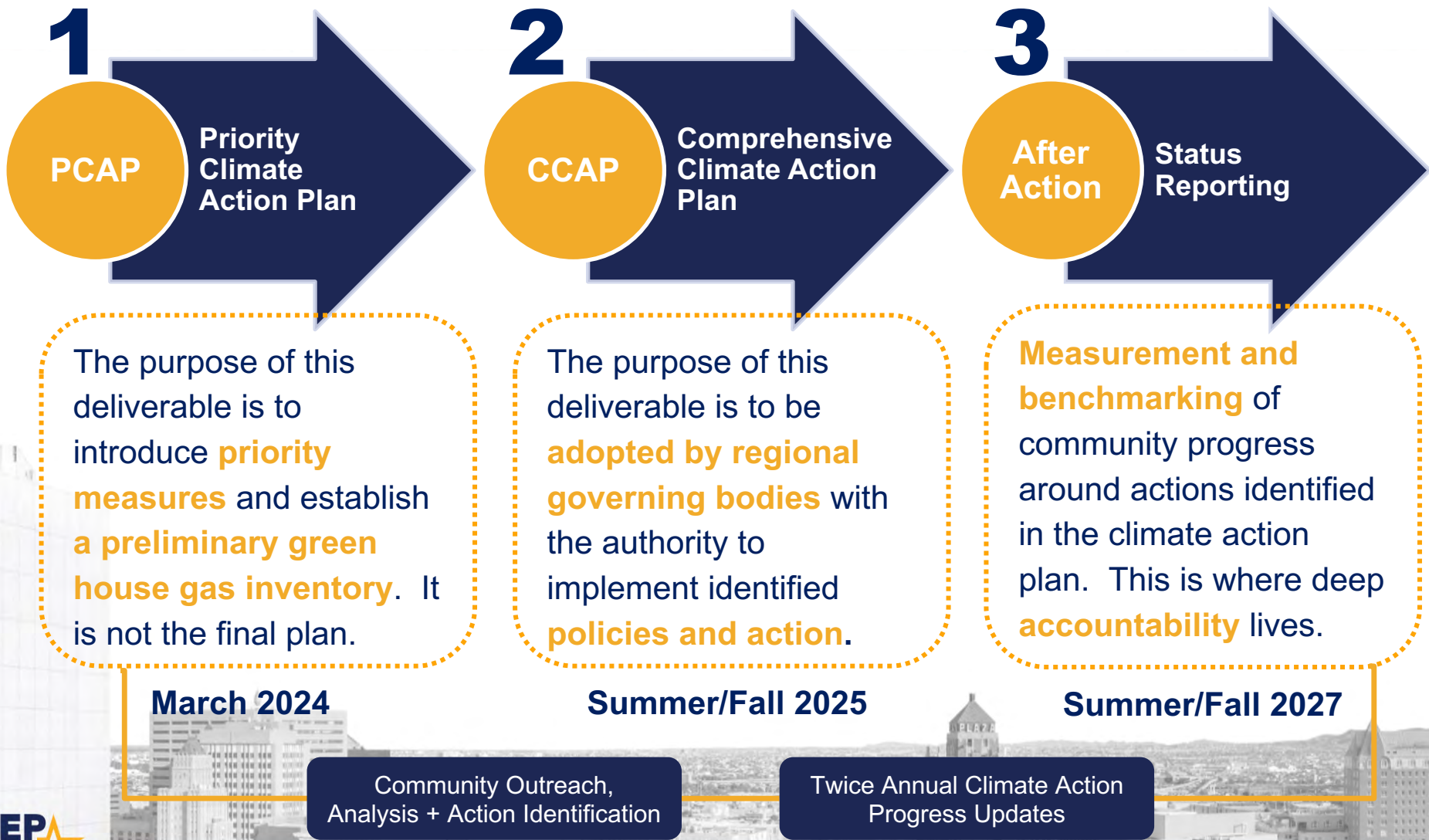
Human Services

- Homelessness
- Health+ Wellbeing
- Recreation + Lifestyle

Neighborhood Development

- Housing
- Community Revitalization
- Quality of Life

Clarifying Climate Action



Our responsibility is to address the impacts of the global climate crisis as they relate directly to the **urban desert environment and vulnerable populations** of the Chihuahuan Desert.

EPA Climate Pollution Reduction Grant (CPRG)

Planning

Phase 1 :

- Metropolitan Statistical Area was awarded **\$1 million** to develop a regional climate action plan
- **Priority Climate Action Plan (PCAP)** is part of Phase 1 and needs to be submitted by March 1st to be eligible for Phase 2

Implementation

Phase 2 :

- **\$4.6 billion budget** to award individual projects identified in PCAPs
- Individual projects are eligible for up to **\$500 million for implementation**
- Selection of projects are competitive and based on Notice of Funding Opportunity (NOFO) criteria



**CLIMATE
POLLUTION
REDUCTION
GRANTS**

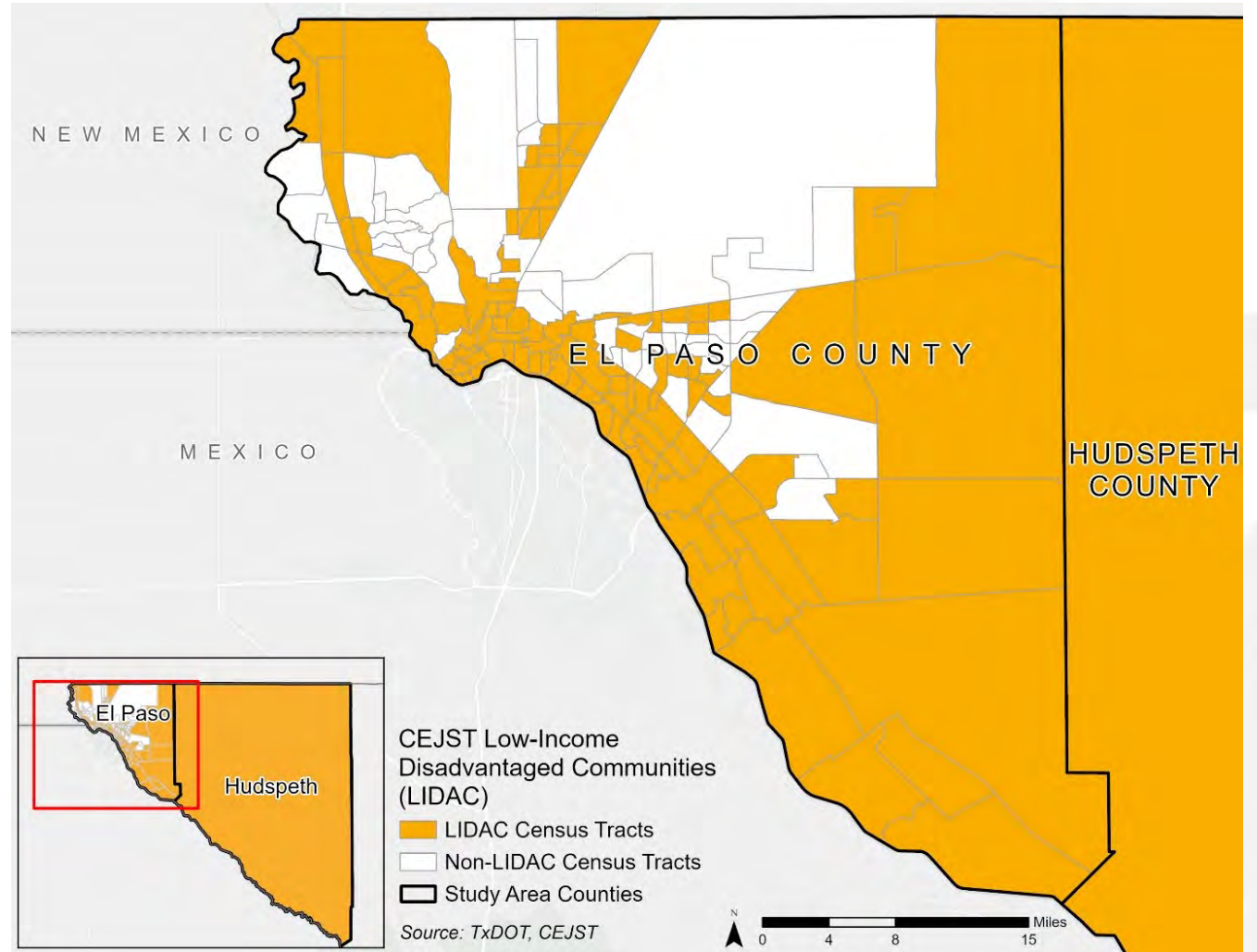
U.S. Environmental Protection Agency

April 1st Deadline to apply for **up to \$500 million** in implementation grants!

Serving the Metropolitan Statistical Area (MSA)

Orange shading on map illustrates disadvantaged census tracts in El Paso region from EPA's Climate and Economic Justice Screening Tool (CEJST)

Nearly **70% of region's census tracts** are identified as **disadvantaged**, which includes 65% of region's residents



Identifying Priority Measures

A priority measure is a list of **policies, projects, programs**, or other measures that will reduce GHG emissions, with a focus on the region's highest priority sectors

- Include **GHG** emissions reduction quantification
- Low Income and Disadvantaged Community (**LIDAC**) impact assessment
- Review entities with **implementation authority**

*Address the specific impacts of the global climate crisis as they relate to the **urban desert environment and vulnerable populations** of the Chihuahuan Desert.*

Objective # 1

*Ensure consistent and transparent collaboration inclusive of all stakeholders assuring **tangible results and appropriate public accountability.***

Objective # 2



640+

Survey Responses

95+

**Open House
Attendees**

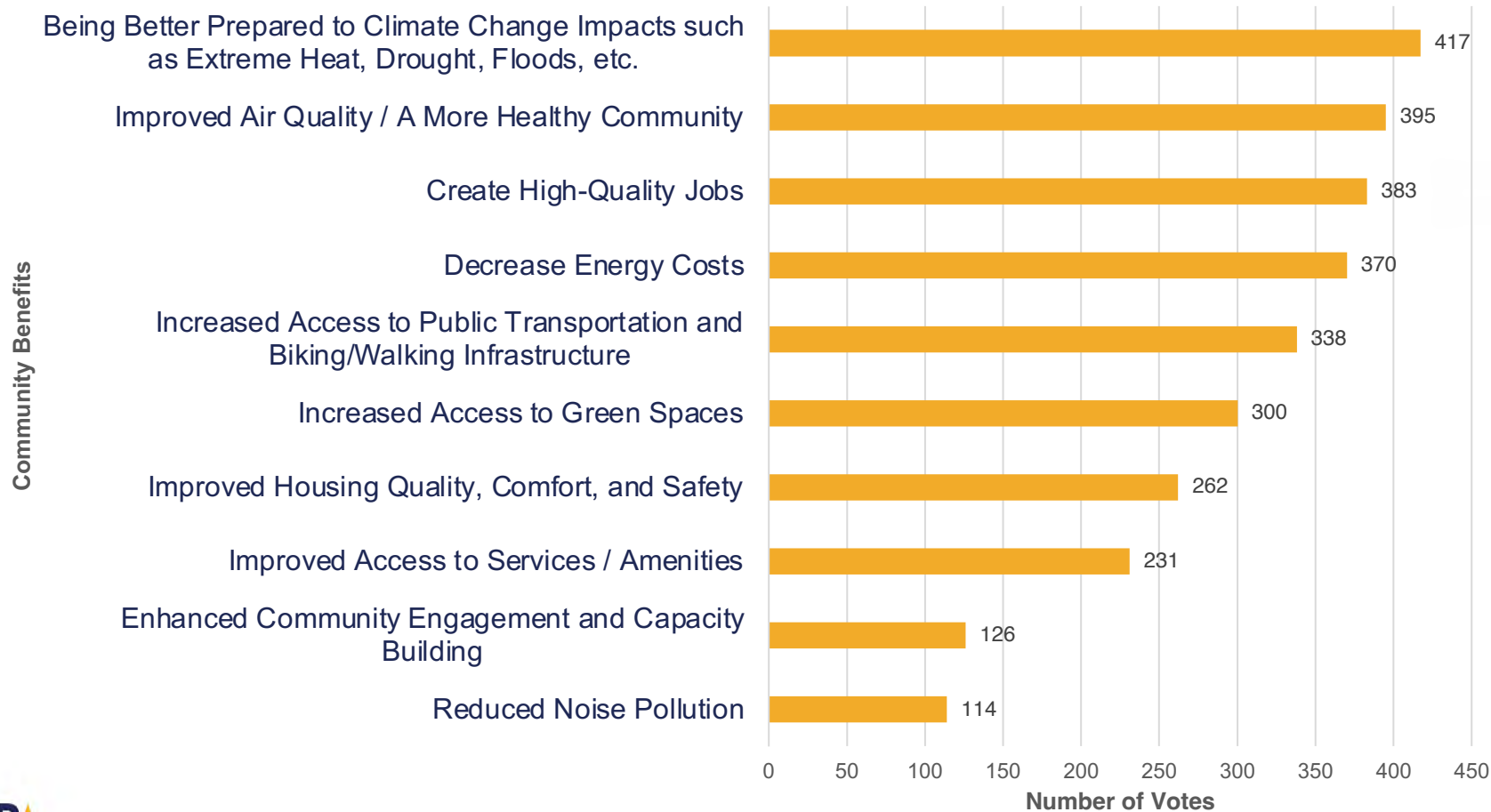
Regional Priority Measures
are a reflection of the
community's feedback
identifying what community
benefits will be most impactful
to regional residents.



Stakeholder Driven Process

Voice of the Community

What community benefits should we prioritize?

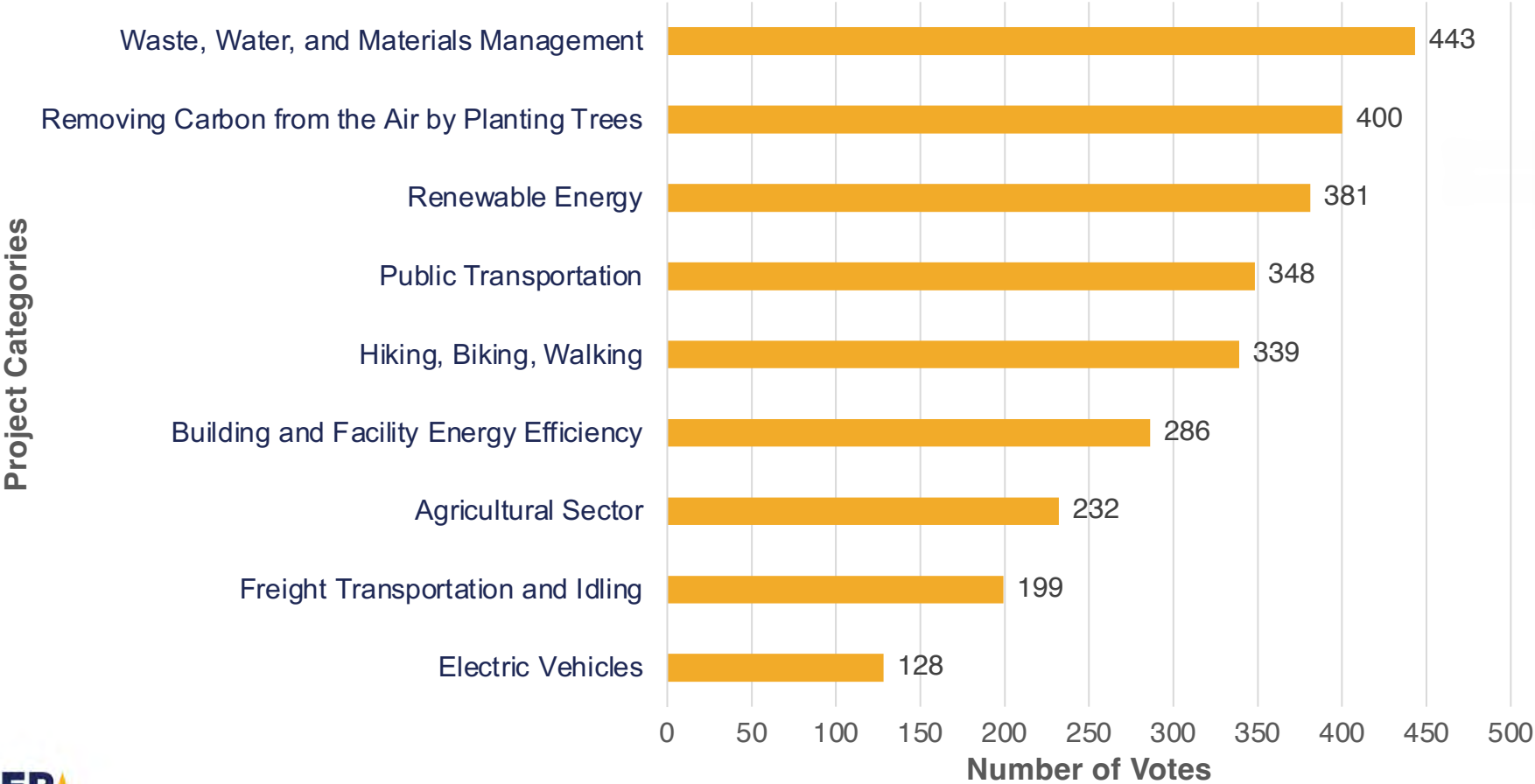


Most number of votes cast for **Regional Resilience + Healthy Community**:

- *Extreme Heat*
- *Drought*
- *Floods*
- *Improved Air Quality*

Voice of the Community

What category of projects should we focus on?



Most number of votes cast for:

- Waste, Water, and Materials Management
- Removing Carbon from the Air by Planting Trees

Prioritization Process

Ideas from
climate open
house

200+

unique ideas from the
community



Ideas from
community
survey

35

project proposals



Implementation
ready projects
from regional
partners



10 Regional
Priority
Measures

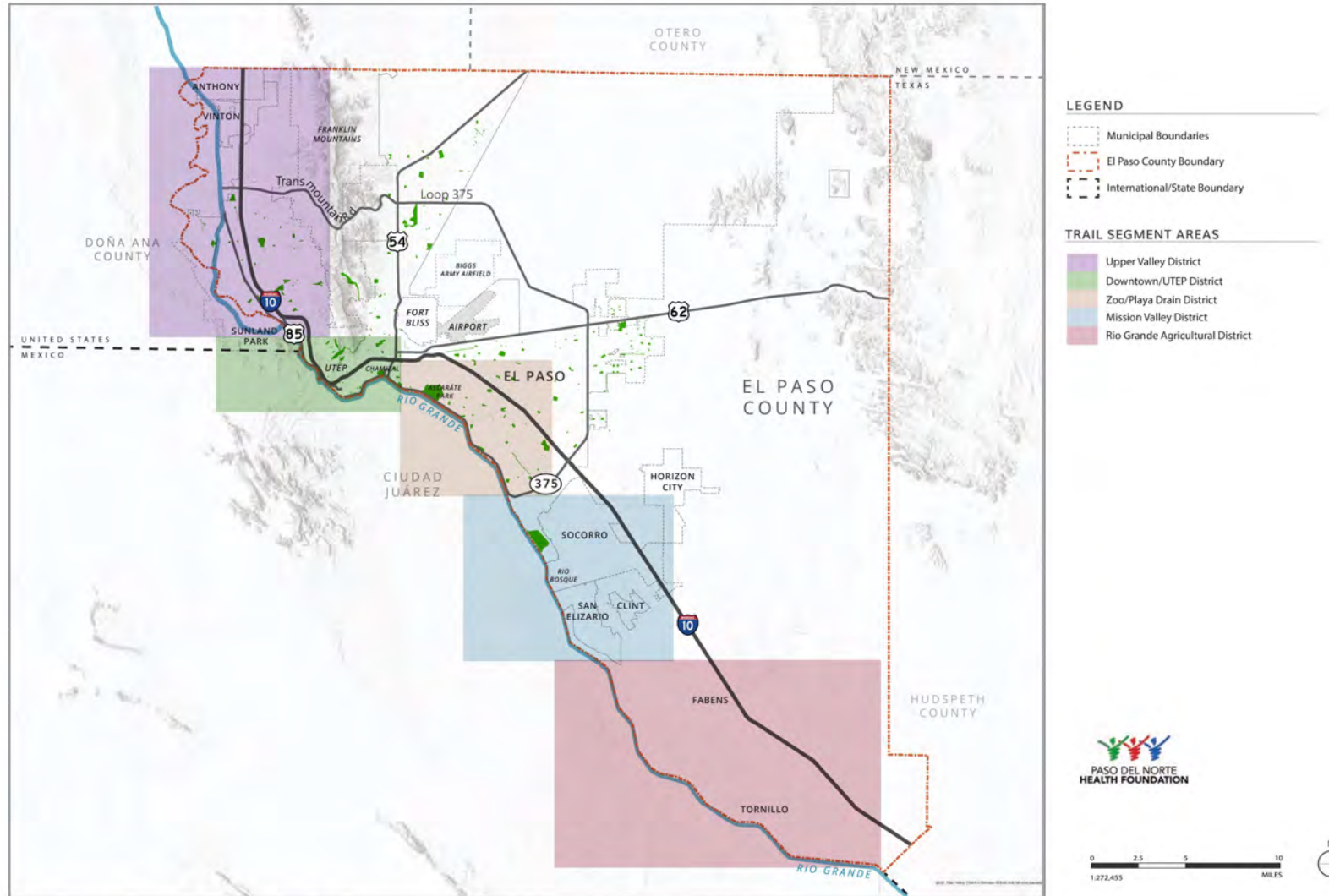
Categories, Measures + Emissions

Project Category	Potential Measures	Emissions Sector
Transportation	Expand & Improve Transit Service, Optimize Freight Transportation, Active Transportation Infrastructure, Support the Electric Vehicle Transition	Transportation
Carbon Sequestration	Increase Native Trees & Natural Spaces	All
Energy Generation	Install Renewable Energy Systems	Energy
Buildings + Facilities	Increase Energy Efficiency & Decarbonization of Buildings	Built Environment
Transportation + Urban Development	Implement Sustainable Land Use Planning	Built Environment
Food Systems	Sustainable Food Production & Distribution	Transportation
Waste	Evaluate Sustainable Waste Management Practices	Solid Waste

The **Transportation and Built Environment Sectors** account for over half of the total emissions across the region.

CPRG Phase II Grant Application

A Trail for Everyone...



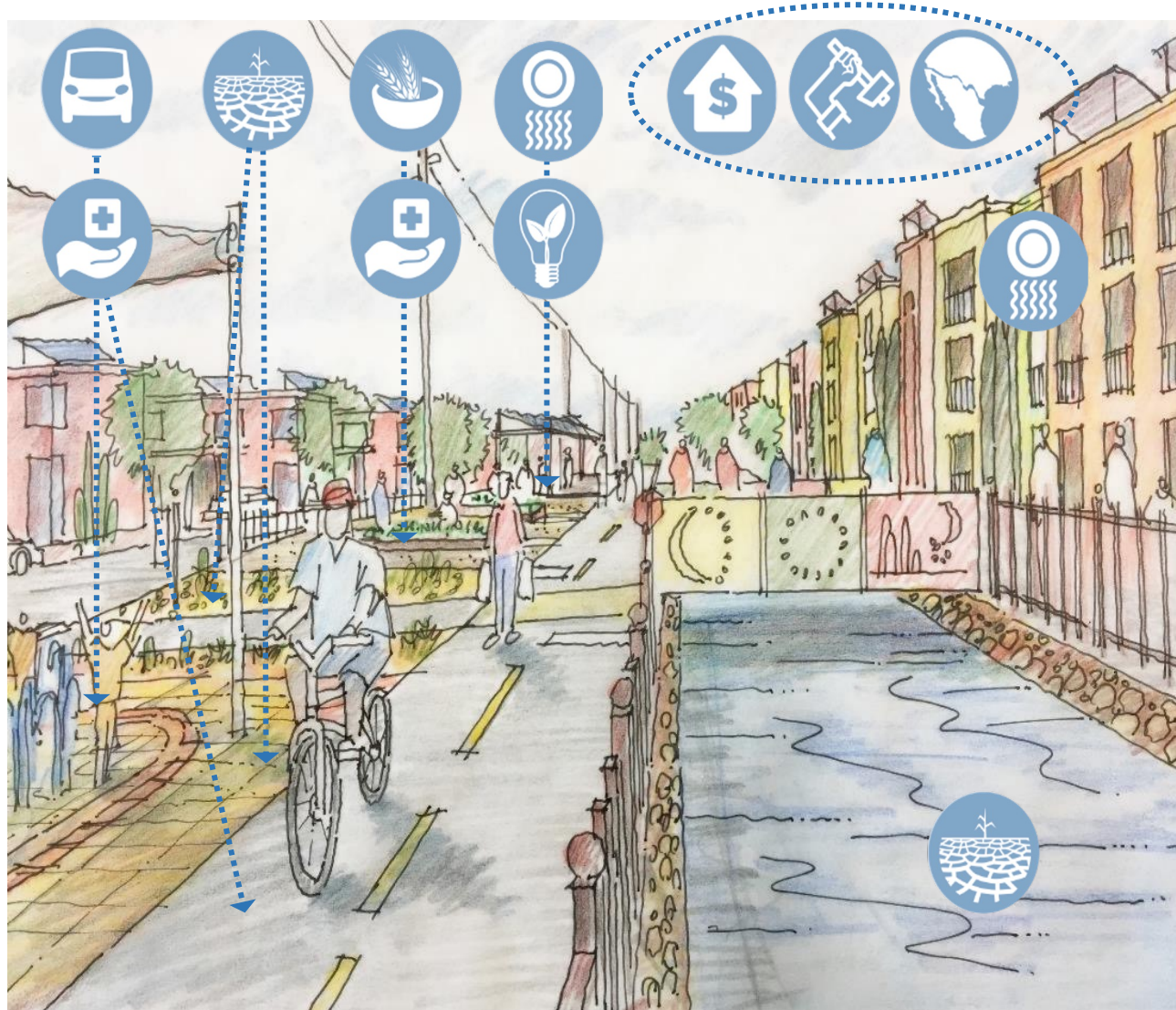
The Paso del Norte Trail is a **community-driven, collaborative effort to develop a county-wide trail in El Paso County.**

The goal is to create a regionally significant landmark that promotes active transportation, preserves the history and culture of our region, highlights the Rio Grande river, supports economic development and ecotourism, provides educational and volunteer opportunities, and makes healthy living the easy choice for our unique, binational community.

Paso del Norte Trail



Resilience + Sustainability



Legend

-  Transportation Networks
-  Human Health + Preventable Disease
-  Water Management
-  Extreme Heat
-  Energy Affordability
-  Building the Workforce
-  Food Access
-  Border Metroplex Challenges

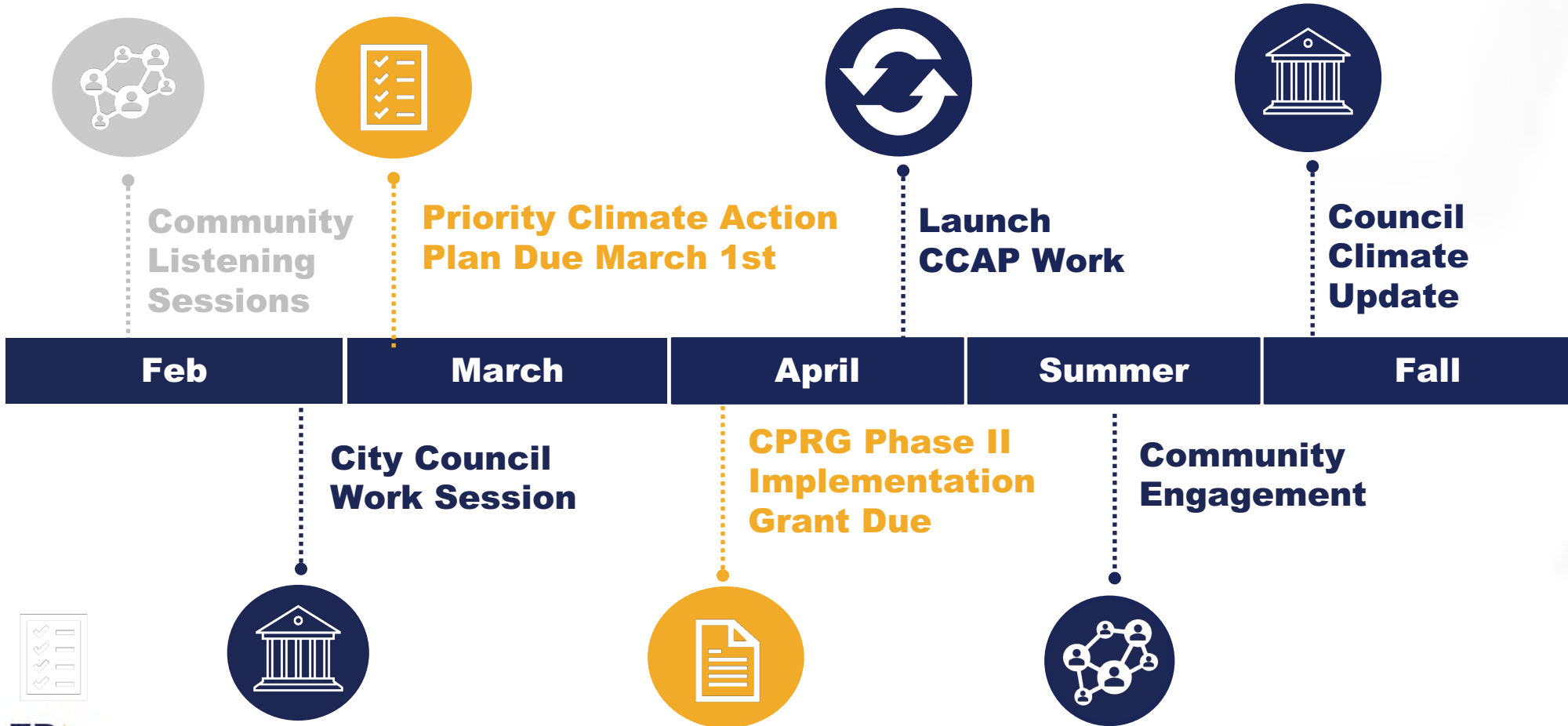
Trail Stakeholder Support

Trail planning teams conducted meetings with a range of stakeholders to **understand existing conditions** and identify the best alignments that meet the overall goals of the trail including connectivity to **historic, natural, and cultural spaces**.

- Borderplex Alliance
- Camino Real Regional Mobility Authority
- City of El Paso
- Chamizal National Memorial County of El Paso
- U.S. Customs and Border Protection
- U.S. Department of Homeland Security
- El Paso Central Business Association
- El Paso Community Foundation
- El Paso County Historical Commission
- El Paso County Water Improvement District No. 1 (Irrigation District)
- El Paso Downtown Management District
- El Paso Independent School District
- El Paso Metropolitan Planning Organization
- El Paso Museums and Cultural Affairs Department
- Housing Authority of the City of El Paso
- International Boundary and Water Commission
- Medical Center of the Americas Foundation
- Office of the State Senator
- Texas Department of Transportation
- Tom Lea Institute
- University of Texas at El Paso
- Velo Paso Bicycle-Pedestrian Coalition

EPA Program

Timeline + Deliverables



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



PASO DEL NORTE TRAIL

October 2018

Prepared for:



**PASO DEL NORTE
HEALTH FOUNDATION**

Prepared by:



SITES
SOUTHWEST



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ACKNOWLEDGMENTS

PASO DEL NORTE HEALTH FOUNDATION

Tracy Yellen, Chief Executive Officer
Michael Kelly, Vice President Programs
Ida Ortegon, Director of Communications
Jana Renner, Program Officer

INSTITUTE FOR HEALTHY LIVING

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Janine Gallinar, MSW, Deputy Director for Program & Policy
Alisha Redelfs, PhD, Deputy Director for Research & Evaluation
Victoria Bruce, Communications Coordinator

LEADERSHIP COMMITTEE

Ted Houghton, Houghton Financial Partners
Judge Veronica Escobar, County of El Paso
Judge Ruben Vogt, County of El Paso
Tracy Novak, City of El Paso
Jorge Castillo, City of El Paso
John Balliew, El Paso Water
Alan Shubert, El Paso Water
Michael Medina, El Paso Metropolitan Planning Organization
Raymond Telles, Camino Real Regional Mobility Authority
Jesus Reyes, El Paso County Water Improvement District No. 1
Patsy McEntee, National Park Service Rivers, Trails, and Conservation Assistance Program
Justin Bates, National Park Service Rivers, Trails, and Conservation Assistance Program

ADDITIONAL KEY STAKEHOLDERS

Juan Crescencio Acereto Cervera, Mexican Consulate
Salvador Almeida, El Paso Marathon
Gilbert Anaya, International Boundary and Water Commission
Representative Alexandra Annello, City of El Paso
Nahum Apodaca, Medical Center of the Americas Foundation
Robert Ardovalo, Ardovalo's Desert Crossing

Alfredo Austin, City of El Paso
Jon Barela, Borderplex Alliance
Don Baumgardt, Geo Betty

Marty Boyd, Texas Department of Transportation
Marcos August Buick Mujica, Consul General of Mexico
Mark Calamia, Chamizal National Memorial
Cynthia Cano, Congressman O'Rourke's Office
Simon Chandler, El Paso Independent School District
Justin Chapman, Hunt Companies
Gerry Cichon, Housing Authority of the City of El Paso
Diana Cifuentes, City of Juárez
Victor Cordero, Velo Paso Bicycle-Pedestrian Coalition
David Coronado, International Bridges, City of El Paso
Jenny Dowdy, Progress321
Ed Drusina, International Water and Boundary Commission
Ellen Esposito, Insights Science Museum
Ricardo Fernandez, Amor por Juárez
Nicole Ferrini, City of El Paso
Gabriela Gallegos, Race El Paso
Charlie Gallinar, El Paso Independent School District
Mayor Elia Garcia, City of Socorro, TX
Allan Goldfarb, Kemp Smith/Paso del Norte Foundation
Ben Gonzalez, University of Texas at El Paso
Robert Gonzalez, Texas Tech School of Architecture
Joe Gudenrath, El Paso Downtown Management District
Eddie Gutierrez, El Paso Electric
Representative Cassandra Hernandez, City of El Paso
Governor Carlos Hise, Ysleta del Sur Pueblo/Tigua
William Kell, Jordan Foster Construction
Tom Kennedy, Rocky Mountain Mortgage
Jay Kleberg, Texas Parks and Wildlife Foundation
Ron Leiman, El Paso County Historical Commission
Cecilia Levine, U.S.-Mexico-Canada Strategic Alliance
Ing. Jesus Luevano, Comision Internacional de Limites y Aguas (CILA)
Adair Margo, Tom Lea Institute
Mayor Dee Margo, City of El Paso
Lic. Jose Rodolfo Martinez Ortega, City of Juárez
Omar Martinez, El Paso County Water Improvement District No. 1
Matthew McElroy, International Bridges City of El Paso
Sito Negron, Office of State Senator Jose Rodriguez/
Sunset Heights Neighborhood Association

Representative Claudia Ordaz-Perez, City of El Paso
Jay Ornelas, El Paso County Water Improvement District No. 1
Claudia Ortega, Texas Department of Transportation
Mario Porras, El Paso Community Foundation
Victoria Ramirez, El Paso Museum of Art
Jorge Ramos, Extend Consulting and Advisory Services
Representative Henry Rivera, City of El Paso
City Manager Adriana Rodarte, City of Socorro, TX
Sam Rodriguez, City of El Paso
Mayor Maya Sanchez, City of San Elizario
Bernie Sargeant, El Paso County Historical Commission
Douglas Schwartz, Southwest Land Development Company
Emma Schwartz, Medical Center of the Americas Foundation
Representative Peter Svarzbein, City of El Paso
Scott White, Velo Paso Bicycle-Pedestrian Coalition
Gary Williams, El Paso Community Foundation
Jennifer Wright, Texas Department of Transportation
Karen Yarza, Fundacion Paso del Norte para la Salud y Bienstar
Janine Young, El Paso County Historical Commission

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Sites Southwest

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Robert Oberdorfer, ASLA, Trail Planner/Designer
Deborah Hradek, ASLA, Principal/Landscape Architect
Andrew Bernard, ASLA, Landscape Architect
Rosemary Dudley, Urban Designer/Planner
Norma Oder, Landscape Designer
Haniyeh Niroomandi, Graphics
Shelly Homer, Report Layout and Graphic Design

Alta Planning + Design

Mike Rose, ASLA
Catrine Machi, AICP, LCI



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FOREWORD

The mission of the Paso del Norte Health Foundation (Health Foundation) is to lead, leverage and invest in initiatives, programs and policies that promote health and prevent disease in the Paso del Norte region. The vision of the Health Foundation is to ensure that the people in our binational, tri-state region have the knowledge, resources, support and environment to live happy, healthy and productive lives.

After receiving a request from the County of El Paso, the Health Foundation embarked on an important journey to meet our mission and vision: to create a master plan for the development of a county-wide trail that will change the face of our region. This trail, to be called the Paso del Norte Trail, will provide greater opportunities for walking, hiking and biking for users of all abilities, connect neighborhoods to schools, parks, worksites and other destinations, celebrate the Rio Grande river and the region's rich culture and history and become a regional attraction for residents and visitors alike.

To develop the Master Plan that defines the alignment and characteristics of a 60-mile county-wide trail, we listened to residents and stakeholders throughout the region through a series of public meetings, online surveys and small group sessions. The feedback was overwhelmingly positive and the input now embedded into the Master Plan.

This Master Plan provides a blueprint for the development of the Paso del Norte Trail and a way to make active living the easy choice for the residents of our region. We are proud to invest in the health of our community and look forward to working with you to build upon this next step.

Sharon Butterworth, Board Chair, Paso del Norte Health Foundation
Tracy Yellen, Chief Executive Officer, Paso del Norte Health Foundation





Chapter 1

INTRODUCTION

“El Paso del Norte” is more than just the historic name El Paso shared with its neighbor to the south, Ciudad Juárez, Mexico. It denotes a bi-national and inter-state region that focuses on the crossing point from Old Mexico into what is now West Texas and New Mexico, before there was ever such a distinction. “The Pass to the North” marked the crossing point of the Rio Grande for travelers and merchants following El Camino Real de Tierra Adentro—the 1600-mile Royal Road that reached from Mexico City to the Santa Fe, New Mexico region. Before that, it was also an established route for Native Americans from the pre-Columbian civilizations in Mexico to Chaco Canyon. Springing from roots planted along the ribbon of green that sliced through an otherwise arid environment, “El Paso del Norte” thrived for centuries before the formalization of an international border imposed a divide through the community. Despite this boundary, the region continues to revel in its international heritage and unique geography, serving as an urban oasis amid its environmentally unforgiving surroundings.

Like nationally-designated historic trails such as the El Camino Real, non-motorized trails are gaining stature in recognition of their combined recreation and health benefits. An initiative of Paso del Norte Health Foundation’s Healthy Eating and Active Living (HEAL) Priority Area, the proposed Paso del Norte Trail will span the length of El Paso County and provide dozens of neighborhoods and communities with access to the outdoors and linkages to community destinations.

The alignment was determined through extensive community and agency input and is intended to maximize connectivity via existing and other proposed trails.

The planned trail has already been able to leverage funding for trail development from the Paso del Norte Health Foundation (Health Foundation), El Paso Metropolitan Planning Organization (MPO), Texas Department of Transportation (TxDOT) and Community Development Block Grant Program (CDBG) with partnership support from the City of El Paso, El Paso Water, County of El Paso and El Paso Water Improvement District No. 1, with sections of the proposed trail already completed.



STUDY AREA

The Paso del Norte Trail corridor extends roughly 60 miles—the full length of El Paso County south along the Rio Grande, past the spine of the looming Franklin Mountains and Sunland Park, through the heart of Downtown El Paso, Medical Center of the Americas, Chamizal National Memorial, Playa Drain, and then southeast into the rural communities of the Mission Valley, past the historic missions, to the farmlands beyond. Given the breadth of the study area, for planning purposes the trail corridor has been divided into five trail districts, each with its own distinct character:

- Upper Valley District
- Downtown/UTEP District
- Zoo/Playa Drain District
- Mission Valley District
- Rio Grande Agricultural District

Each of these districts is described in more detail in Chapter 5.

A TRAIL FOR EVERYONE

This project is a community-driven, collaborative effort to develop a conceptual master plan for a county-wide trail in El Paso County. The goal is to develop a trail that will become a regional and national attraction by connecting communities, celebrating El Paso County's history and culture, highlighting the Rio Grande, promoting health and active living, and catalyzing economic development.

Why is this important? For residents to lead active, healthy lives, the physical environment must enable and encourage physical activity. Trails and outdoor recreation opportunities are an excellent way for people to get outdoors, exercise, and explore their neighborhoods. Completing a trail network that connects all of El Paso County has many benefits to residents, visitors, and the local economy. It will:

- Provide healthy opportunities for walking, biking, and other forms of non-motorized transportation for users of all abilities.
- Offer connections from communities to local businesses, places of employment, and other destinations, allowing residents to commute to work and use for daily errands.
- Encourage additional economic development and investment in areas adjacent to the trail.
- Celebrate the region's culture by weaving together history, natural areas, and neighborhoods.
- Become a community asset and attraction in and of itself, drawing tourists interested in exploring long distance trails simply for the adventure that they offer.

The project continues work originally envisioned as part of the Rio Grande Riverpark & Trail System in the 2000s. As will be described in more detail, the final recommended alignments were determined after extensive research, field reconnaissance, and coordination with local agencies, landowners, and user groups. Throughout the process, there were opportunities for residents to become engaged in the project and share their vision for a future trail.

The recommended concepts, themes, and trail alignment consider the needs and desires of multiple stakeholder groups and, when complete, will serve the entire region.

PROJECT TEAM

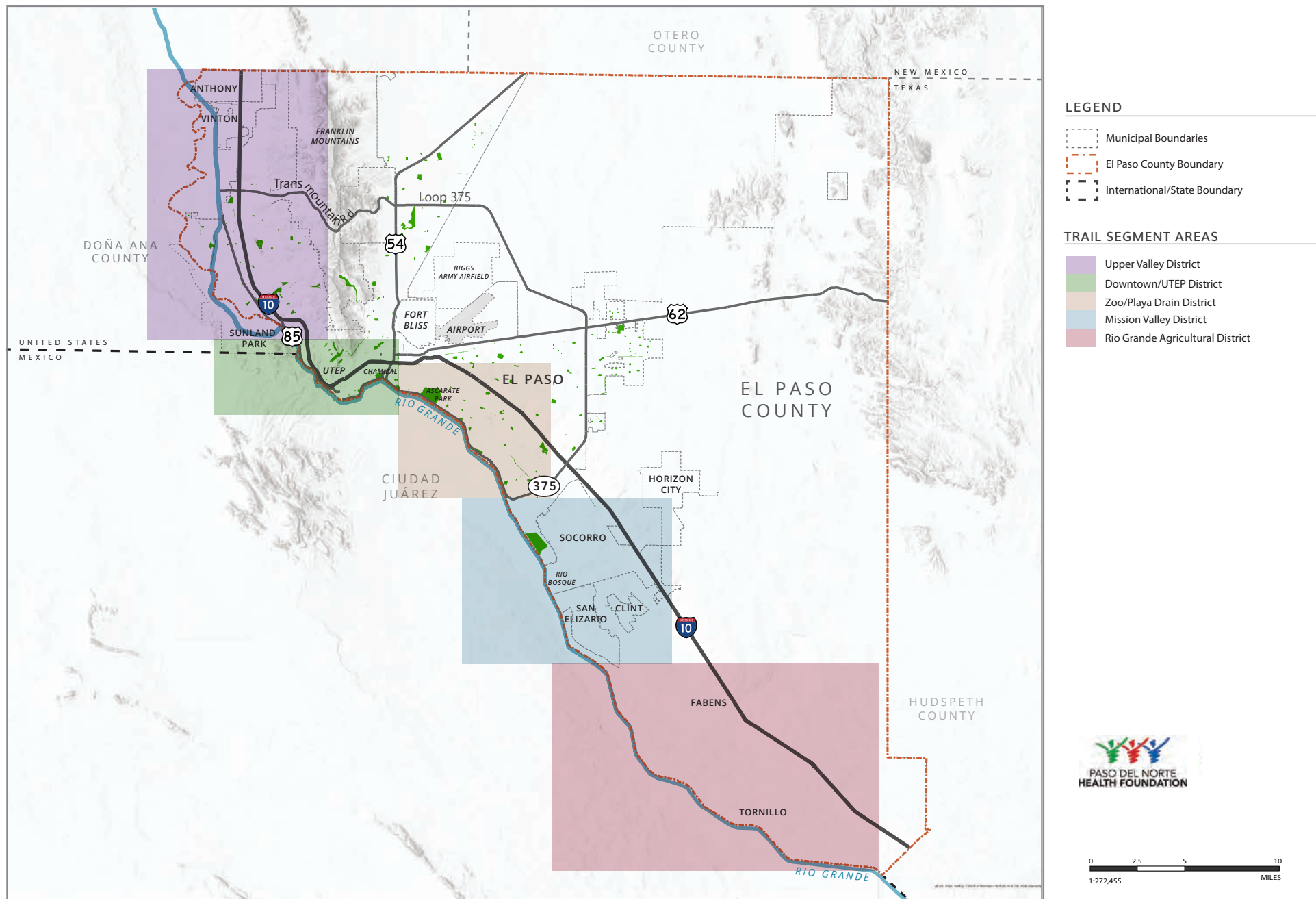
The initial vision for the Paso del Norte Trail came to the Health Foundation from the leadership at the County of El Paso. The development of the Paso del Norte Trail Master Plan was led by a great team of volunteers and staff from the County of El Paso, City of El Paso, El Paso Water, El Paso Water Improvement District No. 1, El Paso Metropolitan Planning Organization, Camino Real Regional Mobility Authority, Texas Department of Transportation, UTEP Institute for Healthy Living, Houghton Financial and Health Foundation with input and support from hundreds of residents and dozens of committed and engaged stakeholders. The Health Foundation contracted with Sites Southwest and Alta Planning + Design, Inc. to develop the conceptual master plan and associated documents. The project was further supported by a technical assistance grant from the National Parks Service's Rivers, Trails and Conservation Assistance Program.



FIGURE 1. PDNHF SERVICE REGION

PASO DEL NORTE TRAIL





MAP 1. EL PASO COUNTY OVERVIEW & DISTRICTS





Chapter 2

WHAT WE HEARD

This project was developed over the course of 17 months between May 2017 and October 2018. During this time, the project team conducted extensive public outreach that included a social media campaign, four rounds of public meetings, four smaller stakeholder meetings, interviews with community and agency stakeholders, a community survey, and ongoing project promotion. The feedback received from stakeholders was crucial in the development of trail amenities, needs, and the development of an overall vision for the county-wide Paso del Norte Trail. The results of the public outreach efforts are described in this chapter.



STAKEHOLDER MEETINGS

STAKEHOLDER KICKOFF MEETING

To kick off the planning for the project, the Health Foundation, the Institute for Healthy Living, and the consultant team held a stakeholder kickoff meeting on June 23rd, 2017 that gathered together elected officials, representatives from local government agencies, and other community leaders. As the initial meeting, the primary purpose was to introduce community leaders to the project and listen to their ideas for how the project could best serve the entire region.

The meeting was held at the Union Depot Train Station in the studio space for Texas Tech's School of Architecture extension program. Approximately 40 stakeholders worked together in small groups to brainstorm ideas for an overall "trail vision"—both the tangible and intangible elements that they would like to see as part of the county-wide trail. Stakeholders identified key destinations and opportunity sites on a map using stickers and markers. The meeting concluded with participants sharing the ideas they generated in the small groups and their overall vision for the project.

STAKEHOLDER INTERVIEWS

Due to the large number of local organizations, jurisdictions, and other interested parties involved in the planning and eventual implementation of this project, stakeholder interviews were crucial to learn about the key issues and opportunities presented by this project. Throughout August and



September 2017, the project team interviewed 28 individuals representing the following agencies and organizations to find out about specific trail needs and issues:

- City of El Paso Planning and Inspections Department
- City of El Paso Economic and International Development Department
- City of El Paso Parks and Recreation Department
- El Paso Community Foundation
- El Paso County
- El Paso County Water Improvement District 1 (referred to as the Irrigation District)
- El Paso Downtown Management District
- El Paso Historical Commission
- El Paso Independent School District
- El Paso Metropolitan Planning Organization
- El Paso Public Works Department
- El Paso Water Utility
- International Boundary and Water Commission
- Rio Grande Council of Governments
- Sun Metro Planning
- Texas Department of Transportation
- Tigua Indians/Ysleta del Sur Pueblo
- University of Texas at El Paso (UTEP)
- Velo Paso Bicycle-Pedestrian Coalition
- Winton Development



Stakeholders brainstorm trail routes at the Kickoff Meeting on June 23, 2017 at the Texas Tech School of Architecture.

The findings and insights from these interviews were invaluable to the trail alignment and informed key aspects of this master plan. Beyond the initial planning stages, the Health Foundation worked closely with all of these partners throughout the process to help determine the best alignment that makes use of existing infrastructure and serves many users.





PASO DEL NORTE TRAIL

WHAT WE HEARD 9

NATIONAL PARK SERVICE

The Health Foundation and City of El Paso were awarded a technical assistance grant from the National Park Service Rivers, Trails, and Conservation Assistance Program (NPS) to help with the connectivity and alignment of the Paso del Norte Trail from Sunland Park, New Mexico through Downtown El Paso to the Chamizal National Memorial. The NPS team provided some opportunities and recommendations for funding of the proposed infrastructure. They also helped the planning team develop the following goals for the alignment of this portion of the trail:

- **Distinctive places:** Conceive segments of the trail as distinctive cultural and natural places, telling unique stories.
- **Natural and cultural assets:** Highlight and promote natural and cultural assets, such as the Chamizal National Memorial, San Jacinto Plaza, museums, El Paso Zoo, UTEP, Rio Grande River, international border crossings, historic neighborhoods, and amenities for both residents and tourists. Utilize water, storm water, and irrigation infrastructure like the Rio Grande River and Franklin Canal to highlight natural systems in the city.
- **Connectivity:** Use the trail to connect all communities—north to south and east to west. Trail routes and facilities should support a safe active transportation system for the broader public.
- **Comprehensive amenities:** Include unique amenities that meet community needs while responding to active transportation needs. Allow the diversity of the city to influence the spaces through public art and other amenities. Make the visitor experience easy and pleasant with clear wayfinding and safe and comfortable facilities that are well maintained. Make

traveling the trail a destination in itself with unexpected experiences of discovery.

- **Healthy lifestyles:** Develop and promote programming designed to increase physical activity and improve health. Consider programs, messaging, and signage to help achieve health goals.

PUBLIC AND STAKEHOLDER MEETINGS

The NPS Rivers, Trails, and Conservation Assistance Program team worked with the Health Foundation, City of El Paso, and Sites Southwest/Alta to meet with a range of stakeholders to understand existing conditions and identify the best alignments that meet the overall goals of the trail including connectivity to historic, natural, and cultural spaces. They also hosted a public meeting at Bowie High School to gain an understanding from residents and community stakeholders on the trail alignment and amenities. The public meeting provided invaluable input on challenges and opportunities for the proposed trail, including connections from neighborhoods to schools and encouragement of an International Loop connecting El Paso and Ciudad Juárez, Chihuahua.

In addition to representatives from multiple neighborhoods and schools, stakeholder groups represented:

- Borderplex Alliance
- Camino Real Regional Mobility Authority
- City of El Paso (various departments)
- Chamizal National Memorial
- County of El Paso
- U.S. Customs and Border Protection
- U.S. Department of Homeland Security
- El Paso Central Business Association
- El Paso Community Foundation
- El Paso County Historical Commission



Participants provided input at the public meeting.

- El Paso County Water Improvement District No. 1 (Irrigation District)
- El Paso Downtown Management District
- El Paso Independent School District
- El Paso Metropolitan Planning Organization
- El Paso Museums and Cultural Affairs Department
- Housing Authority of the City of El Paso
- International Boundary and Water Commission
- Medical Center of the Americas Foundation
- State Senator Jose Rodriguez' Office
- Texas Department of Transportation
- Tom Lea Institute
- University of Texas at El Paso
- Velo Paso Bicycle-Pedestrian Coalition



PROJECT PROMOTION

A key component of this project, both for the initial planning work and for the future, is ongoing promotion of the possibilities for this trail. The project team worked together to develop a website, logo, branding, advertisements, online maps, social media announcements and other promotional materials to spread the word. These materials were used to announce meeting dates, gather feedback, generate community interest in the project, and share updates as the project evolved, while creating a recognizable identity for the trail.

In addition to online promotion, the Health Foundation networked with many of the communities and agencies along the trail alignment to energize the project and to seek guidance on the trail alignment.

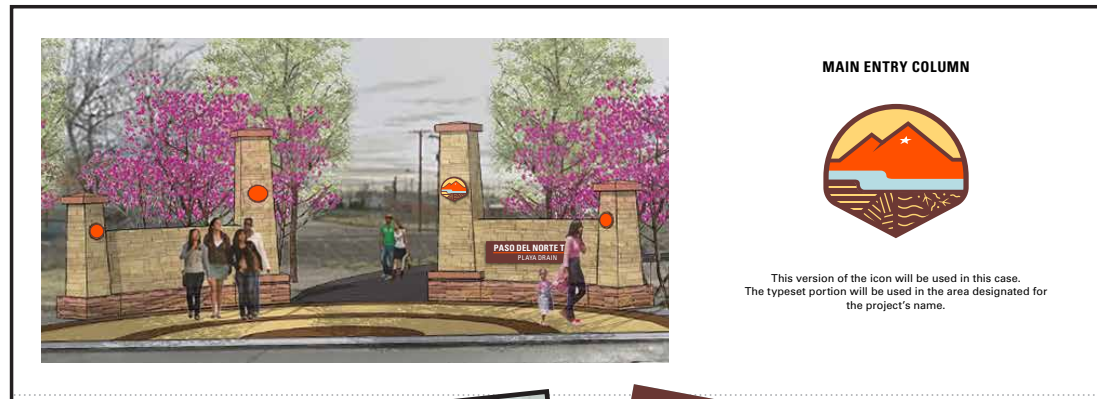


FIGURE 3. PROJECT BRANDING & PROMOTIONAL MATERIALS



COMMUNITY SURVEY

To develop a better understanding of individual needs and preferences for the trail, a 29-question online survey was created early in the process and was open for two months. The primary purpose of the survey was to gain a better understanding of the trail facilities that residents are currently using and the types of amenities they would like to see along a future trail. The survey was designed in conjunction with a survey developed for the Playa Drain project by the Institute for Healthy Living to include overlapping questions that would allow for eventual comparison. The survey was written in English and translated into Spanish and was available on the Paso Del Norte Trail website. It was promoted via public meetings and multiple social media outlets.

KEY SURVEY RESULTS

The survey received 345 responses; the vast majority (332) were in English. The largest percent of respondents (35 percent) have a less than 10-minute walk from their home to the nearest trail, however more than one-quarter of respondents do not live near any trails. It should also be noted that more than 60 percent of respondents walk approximately six times per week, and bike approximately twice per week, which is significantly more often than they use public transportation.

Most respondents support a county-wide trail system (80 percent) and 65 percent said they would use it. More than 70 percent of respondents think it is very important that future trails be completely separated from traffic. In terms of connections and access, more than 60 percent of respondents think the most important connection this new alignment should make is to existing parks and recreation trails. More than half of the respondents think the lack of connections to destinations or other trails and a lack of existing trails are the top factors discouraging trail use. More than 30 percent of respondents think that car traffic and/or unsafe street crossings are factors in discouraging trail use. Overall, respondents believe the existing access to trails is "poor", and the existing trails are "poor" to "okay".

The top three most important reasons for a new trail were:

1. *Exercise (more than 80 percent)*
2. *Getting into nature (60 percent)*
3. *Recreation (55 percent)*

The top four amenities that respondents would like to see on a new trail are:

1. *Shade*
2. *Benches/rest areas*
3. *Lighting for nighttime use*
4. *Restrooms*



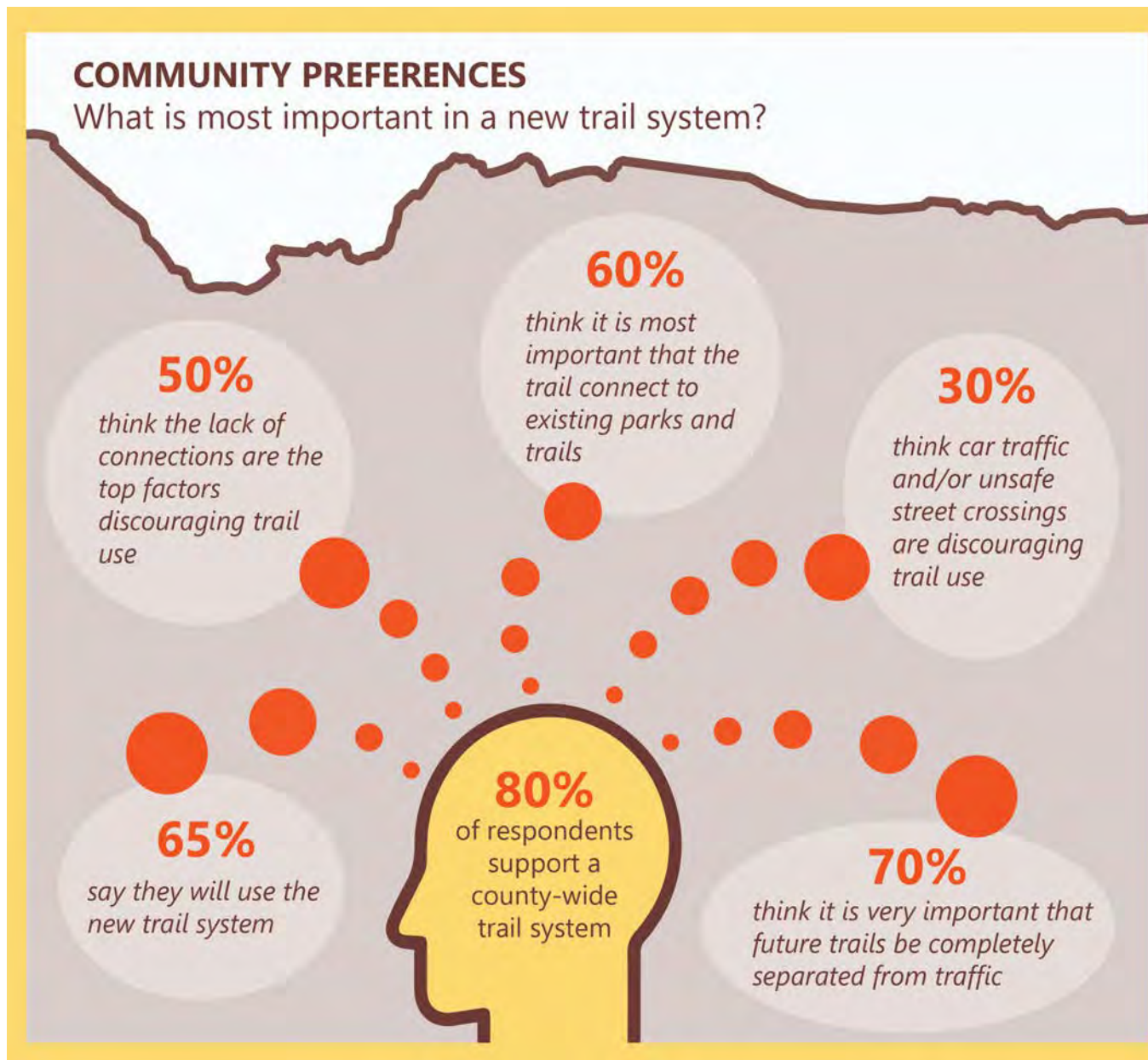


FIGURE 4. SURVEY RESPONSES



PUBLIC MEETINGS

AUGUST 2017

An initial round of public meetings were held in August 2017 to present the project to residents in El Paso County. The first of these meetings was held on the evening of August 9th at the El Paso Police Department (EPPD) Westside Regional Command Center in the Upper Valley. Approximately 50 people attended the meeting, which included a short presentation by the project team, followed by an hour-long question and answer session with attendees. In addition, using maps of the trail corridor, residents were able to point out specific destinations, alignments, and opportunity areas for the future trail similar to the stakeholder meetings.

A second meeting was held the following evening (August 10th) at the EPPD Mission Valley Regional Command Center. This meeting followed the same format as the first, although residents



Participants listened to the presentation and participated in the discussion at the Westside Command Center.

in the Mission Valley had additional ideas and questions. Overall, feedback from both meetings complemented the findings from the stakeholder kickoff meeting, community survey, and information gathered at interviews. Some of the information gathered from these two meetings is shown in Figure 5.

JANUARY 2018

A third public meeting took place in January 2018 to provide an overview of the project, a brief history, and education on trails. This meeting was held in conjunction with the NPS and personnel from their Rivers, Trails, and Conservation Assistance Office at Bowie High School on January 25th, 2018. Through a presentation and supporting presentation boards, the overall framework and trail characteristics were described by the design team. Additionally, several presentation boards were created that used an interactive sticker voting method to poll attendees comfort levels on various trail types and contexts.



FIGURE 5. PUBLIC MEETING IDEA BOARDS



Attendees were encouraged to fill out a survey and provide feedback on what was most important to them.

The vision that emerged from this meeting was three-fold:

1. Each trail segment should be designed according to its natural, historical, and cultural context and should highlight those resources.
2. The trail alignment should be sited with social and environmental justification so that all communities have access to safe routes for day-to-day activities.
3. The trail alignment and/or spurs off of it should connect to Transit Oriented Development areas to incentivize economic development and provide more connections to higher density areas.

The community participants also shared their highest priorities for amenities and trail features:

- Use recycled and local materials and solar power
- Make accessible to all users
- Make resources known with interpretive design features and markers that highlight them
- Trails should have a clear buffer from roadways and moving vehicles
- Prioritize connections to:
 - Rio Bosque wetlands
 - Missions and Mission Trail
 - Paisano/Asarco area
 - Bridge at American Dam
 - Tigua Indian's lands, including Ysleta Mission and south to San Elizario
 - Spurs to local destinations, including schools, shops, and parks
 - Linking existing bicycle routes



The Public Meeting at Bowie High School began with a presentation of trail characteristics.

Some challenges to the alignment were also shared:

- The rail yards in Downtown El Paso are barriers
- Maintenance of the entire route will be difficult to coordinate
- Mosquitos along the river and in rural areas
- Making trail crossings safe

JULY 2018

The final public meeting was held in July 2018 at the Pat O'Rourke Center in El Paso. At this open house, staff and consultants presented an overview of the project, the types of trails that will be included, and the overall trail alignment. Participants were encouraged to participate in a Q&A session.

Some of the questions, concerns, and ideas that were expressed included:

- **Phasing:** Interest in the time frame to complete the trail and how it will be funded. Connect existing trails and complete sections first.
- **Involvement:** Keep community informed on progress and involve El Paso Historical Commission, historical buildings, and UTEP in the design.
- **Amenities:** Include portable restrooms, pet waste stations, and landscaping.
- **Coordination:** Update the Open Space Master Plan with alignment and secure easements or rights-of-way where necessary.







Chapter 3

REGIONAL PROFILE

For more than last 150 years, the communities that make up the Paso del Norte Region—including the City of El Paso, Dona Aña County, the rural towns up and down the Rio Grande Valley, and Ciudad Juárez, Chihuahua—have developed around the unique border culture created by the relationship between the United States and Mexico. In the last 30 years, the region has grown rapidly, with international trade, manufacturing, and an influx of new residents driving both economic and population growth. These forces have led to significant changes in the region, and spurred new investments in physical infrastructure, community amenities, and revitalization of downtown El Paso and neighborhoods.

This chapter provides a brief history of the region and outlines some of the demographic, economic, and health-related trends to reveal how the region is changing. These trends provide evidence that now is the perfect time to invest in a trail system that will serve the entire region—especially those areas that have traditionally been underserved.



HISTORY

The Paso del Norte Region includes southern New Mexico, the City and County of El Paso, the Rio Grande river and the rural and agricultural areas along it, Native American influences, historic Spanish Missions, railways, and Ciudad Juárez, Chihuahua across the US-Mexican border. Brief histories of each are described as follows.

HISTORIC RIO GRANDE

The Rio Grande has long been a major travel corridor. Long before the Spanish explorers arrived in 1598 and began diverting the Rio Grande for irrigation, the river was a diverse wildlife habitat and was spread out over bosques, wetlands, and meadows.¹ After Elephant Butte Dam was constructed in 1916, the river became more constrained as its path was narrowed and moved to accommodate irrigation channels.

¹ Rio Grande Forgotten River, El Camino Real de Tierra Adentro, Groundwork El Paso, National Park Service, Bureau of Land Management

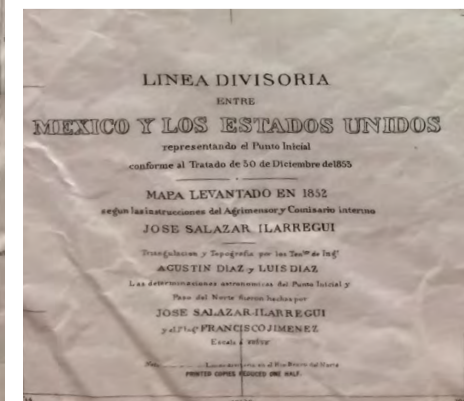
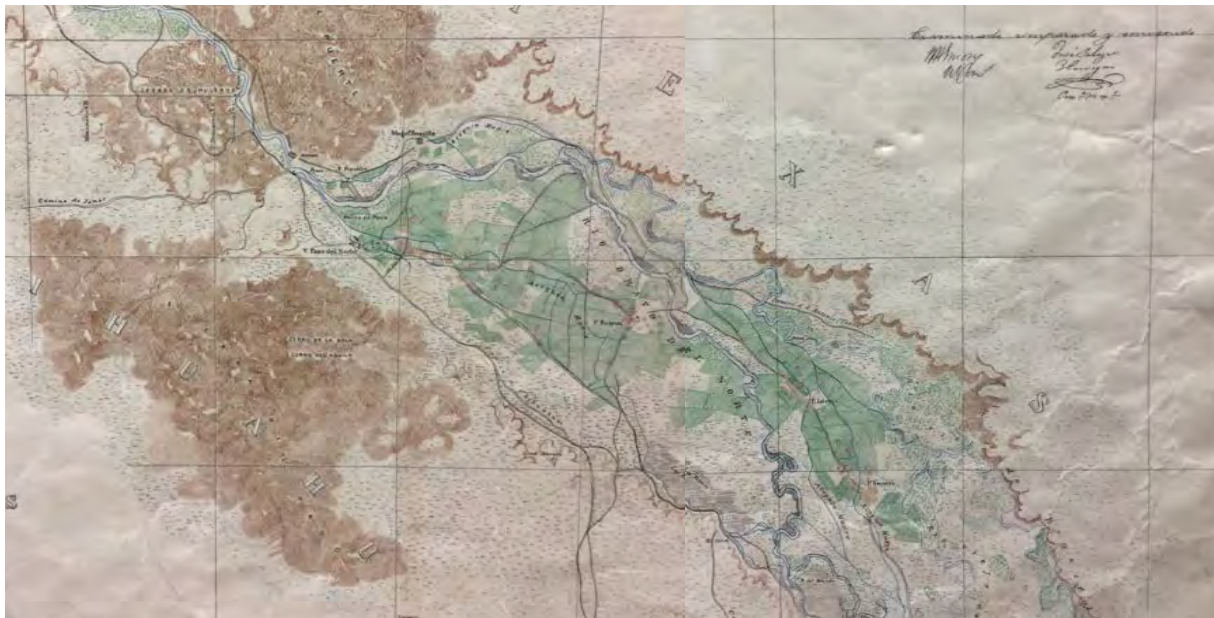
NATIVE AMERICAN SETTLEMENTS

The Manso, Suma, Piro, and Tigua Indian tribes settled in the Rio Grande Valley more than four centuries ago.² The Tigua established Ysleta del Sur in 1682 after leaving their previous settlement in Quarai (present day New Mexico) due to drought conditions.³ During the 1680 Pueblo Revolt, they were captured by the Spanish and settled and built the Ysleta del Sur Pueblo (which is 13 miles from present day downtown El Paso), the oldest government body in Texas. The Tigua built the acequia system that made farming in the region possible; they farmed wheat, corn, cattle, and horses. In 1863, President Lincoln recognized Pueblo tribes as sovereign nations and granted them land, except the Tigua because they were within a Confederate state. It was not until 1968 that the federal government recognized the Tigua's tribal status and granted land for the Tigua Reservation.

² http://www.elpasoinc.com/lifestyle/local_features/native-americans/article_617bf9fe-8243-11e0-96f5-0019bb30f31a.html

³ <http://www.ysletadelstupueblo.org/>

The "only legal and authoritative map" of the US-Mexico border accepted and adopted by both the United States and Mexico in 1852.



HISTORIC ROUTES AND SITES

By 1682, the Spanish and Pueblo Tribes had founded five Indian Missions along the river, including El Paso del Norte, San Lorenzo, Senecú, Ysleta, and Socorro;⁴ El Paso was the most prominent given its location on the El Camino Real—the 1,600-mile trade route that linked the Santa Fe Trail in San Juan Pueblo, New Mexico and Mexico City.⁵ Another Spanish settlement was San Elizario, once the county seat of El Paso County, and was a close second to El Paso in importance along the trade routes to the Santa Fe Trail.⁶ It was a rest stop during the gold rush in the late 1840s and was home to the Third Infantry during the Civil War. The city was most famous for the Salt War of San Elizario in 1877 which resulted in rights over salt deposits. The town has its greatest population today and is located 15 miles south of downtown El Paso.

4 http://www.elpasoinc.com/lifestyle/local_features/native-americans/article_617bf9fe-8243-11e0-96f5-0019bb30f31a.html

5 El Paso Parks and Recreation Master Plan, 2014.

6 <https://tshaonline.org/handbook/online/articles/hjs05>; Eugene O. Porter, San Elizario (Austin: Jenkins, 1973). W. H. Timmons, El Paso: A Borderlands History (El Paso: Texas Western Press, 1990).



Historic Ysleta Mission (above left) and San Elizario Chapel (above right). Courtesy of Skip Clark Collection

Historic El Paso (c. 1880-1890) (right)
Courtesy of El Paso Library

ONE REGION/TWO COUNTRIES

In 1848, the Treaty of Guadalupe Hidalgo established the Rio Grande as the US–Mexico boundary in Texas and the settlement of El Paso del Norte was split; eventually Franklin, on the US side became El Paso and El Paso del Norte on the Mexico side became Ciudad Juárez.⁷ The treaty also made the historic missions of Ysleta, Socorro, and San Elizario US territory. Map discrepancies resulted in dispute over land ownership of the Mesilla Valley north of El Paso, which was coveted for its rich soil and eventually was purchased by the US. The entire region and especially these border towns and cities have been shaped by the cultures and governments of both countries for centuries.

7 El Paso Parks and Recreation Master Plan, 2014.



RAILROAD LEGACY

In 1881, about a century after the steam locomotive was developed, the railroads that were built across the nation by Chinese laborers reached El Paso, transforming the trading center into a bustling city with amenities, such as electricity, gas, and telephone service, as well as theaters and other entertainment venues, a library and banks.⁸ Within one year, six railroads connected to El Paso, including the Mexican Central, which made trade and exports easier, provided many jobs, brought new investment, and increased El Paso's population from 700 to 10,000 people by 1890. The railroads allowed farmers and ranchers to distribute their produce and livestock well beyond the region. It also brought the mining industry to El Paso resulting in copper mines and refineries. A century later, El Paso continued to benefit from the railroads as a stopping point between Mexico and Canada.

8 <https://epcc.libguides.com/c.php?g=754275&p=5406155>



ENVIRONMENTAL FEATURES

TOPOGRAPHY & NATURAL FEATURES

The Rio Grande is likely the most distinguishable natural feature of the region and is a central theme throughout the entire trail alignment. The topography of El Paso and the surrounding region is characterized primarily by the flood plains of the Rio Grande Valley and its irrigation and drainage canals, punctuated by the adjacent Franklin Mountains east of the city, and Mount Cristo Rey to the west (see Map 2). The relatively low and flat character of the Rio Grande Valley provide optimal conditions for trails. Moving away from the river corridor, the terrain becomes much steeper creating less-desirable conditions for walking trails. These areas are more conducive for hiking and mountain biking.

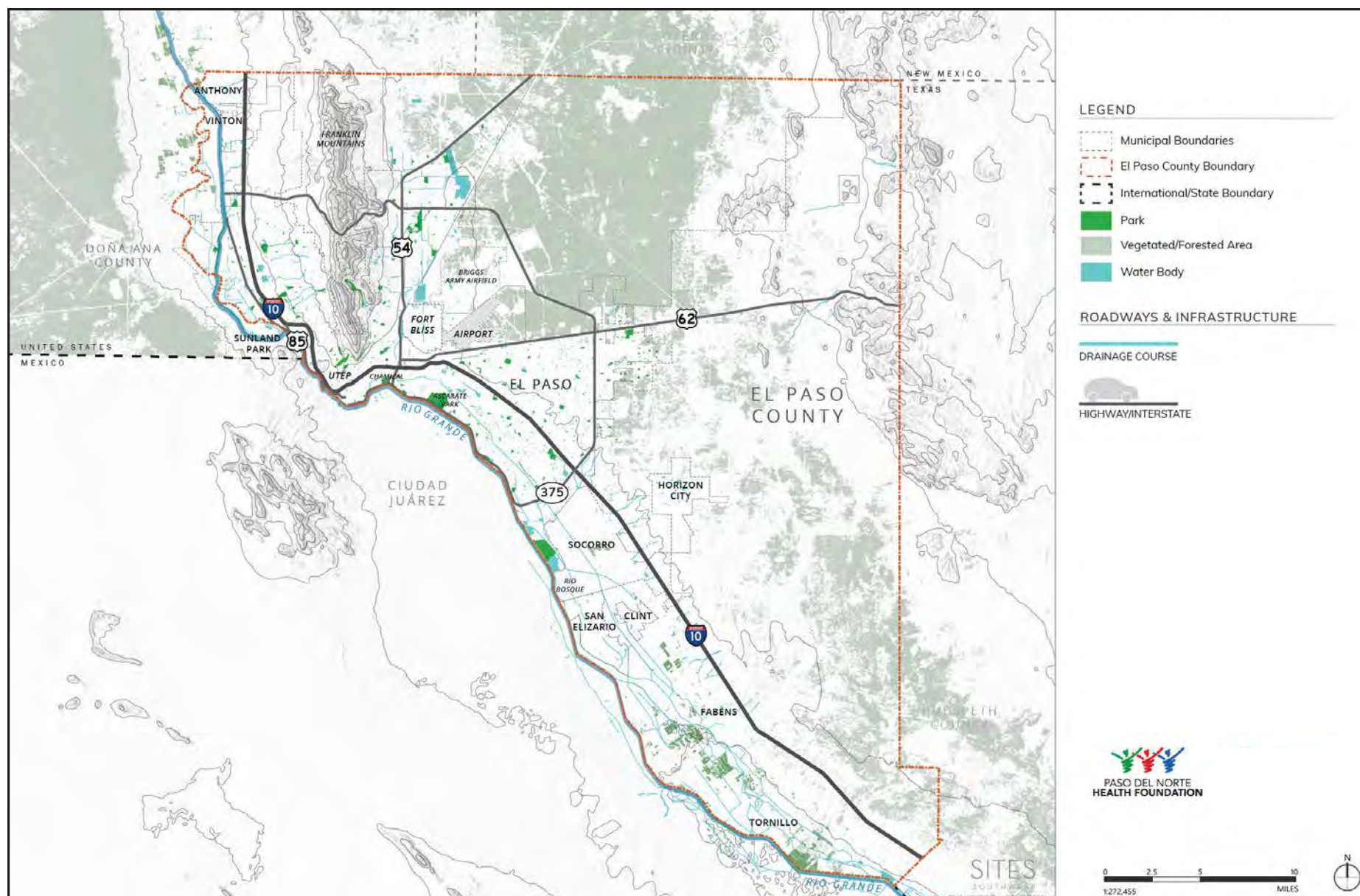


The Rio Grande River and its banks are defining features throughout the county.



A number of existing, somewhat informal connections already exist for pedestrians and cyclists.





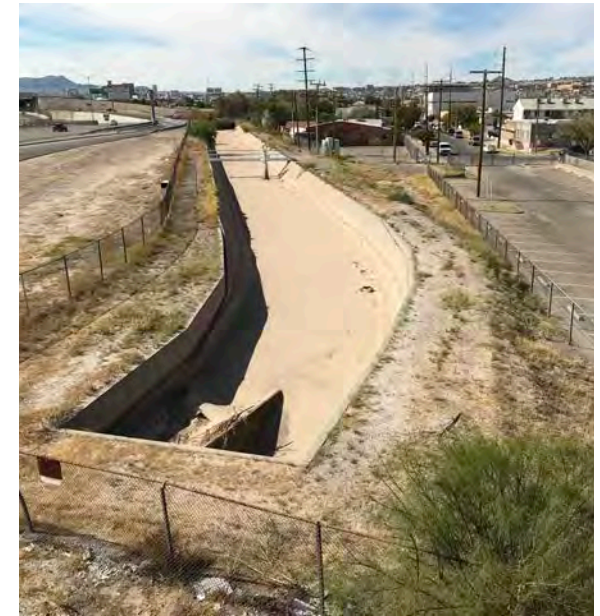
MAP 2. VEGETATED AREAS & WATER BODIES

INFRASTRUCTURE AND LAND USE

IRRIGATION CANALS & DITCHES

With few exceptions, the irrigation canals and drainage ditches in El Paso County are owned and managed by the El Paso County Water Irrigation District No. 1 (referred to as the Irrigation District). This system of channels includes 350 miles of canals and laterals, and 269 miles of drainage ditches (see Map 3).⁹ They provide a great opportunity for the Paso del Norte trail alignment as they offer links into the communities along the route. On many of the larger canals and ditches, the Irrigation District's right-of-way is approximately 100 to 120 feet, with 18- to 20-foot ditch bank service roads on both sides. In most locations, these ditch banks are wide enough to accommodate a 10 to 12-foot paved trail. However, because most canals are still used heavily for irrigation between March and October, these service roads are still active with service vehicles. In addition, some canals (such as the Franklin Canal) parallel or cross major roadways and have multiple crossings and lateral connections that complicate the designation of a safe, continuous trail route.

⁹ Information from the Irrigation District website: <https://www.epcwid1.org/index.php/organization/about-us>

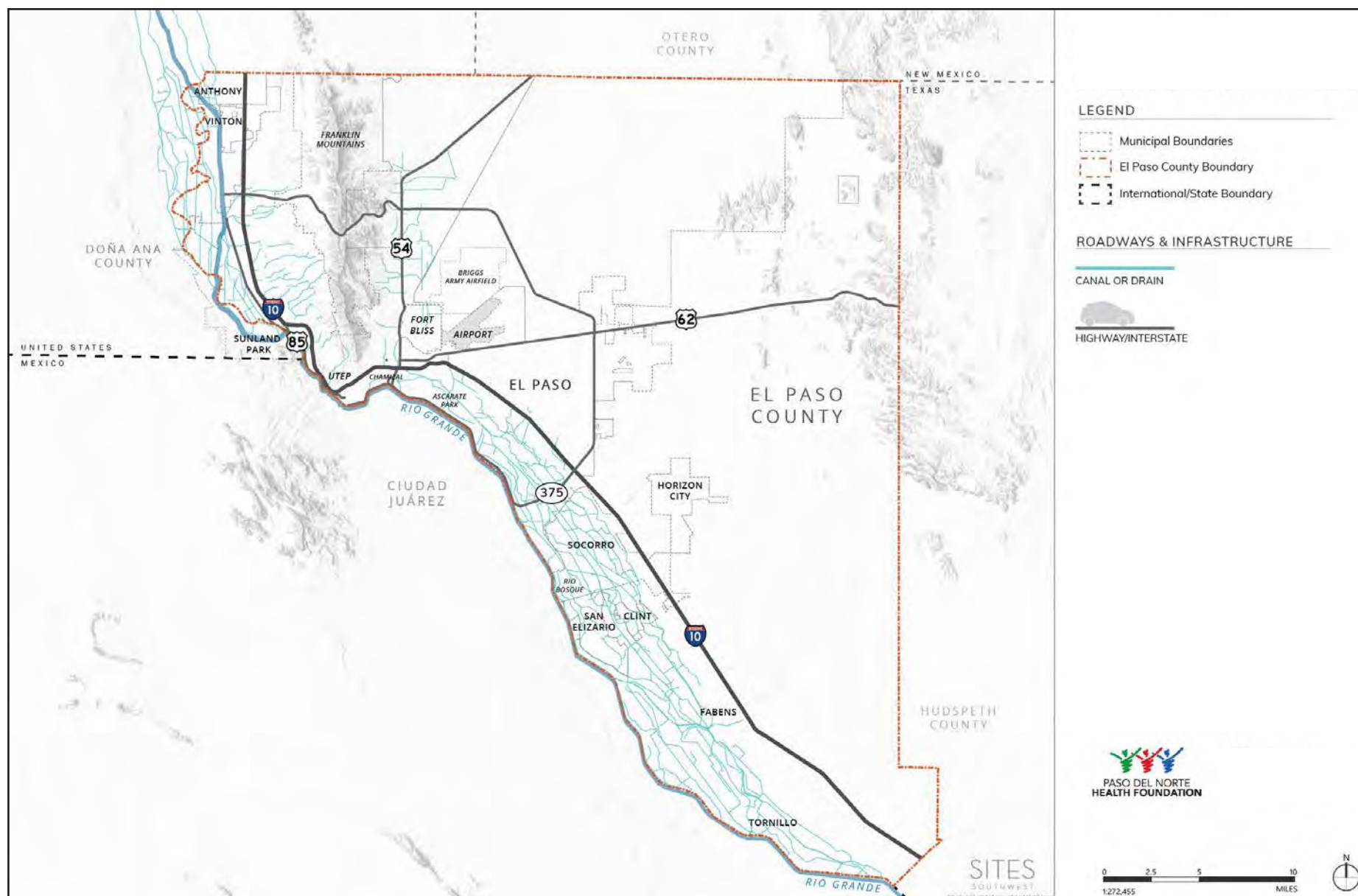


Canals and ditches traverse the county. Some are concrete channels and many have natural surfaces.



The ditch banks are used as informal connections for biking, walking, and horseback riding.

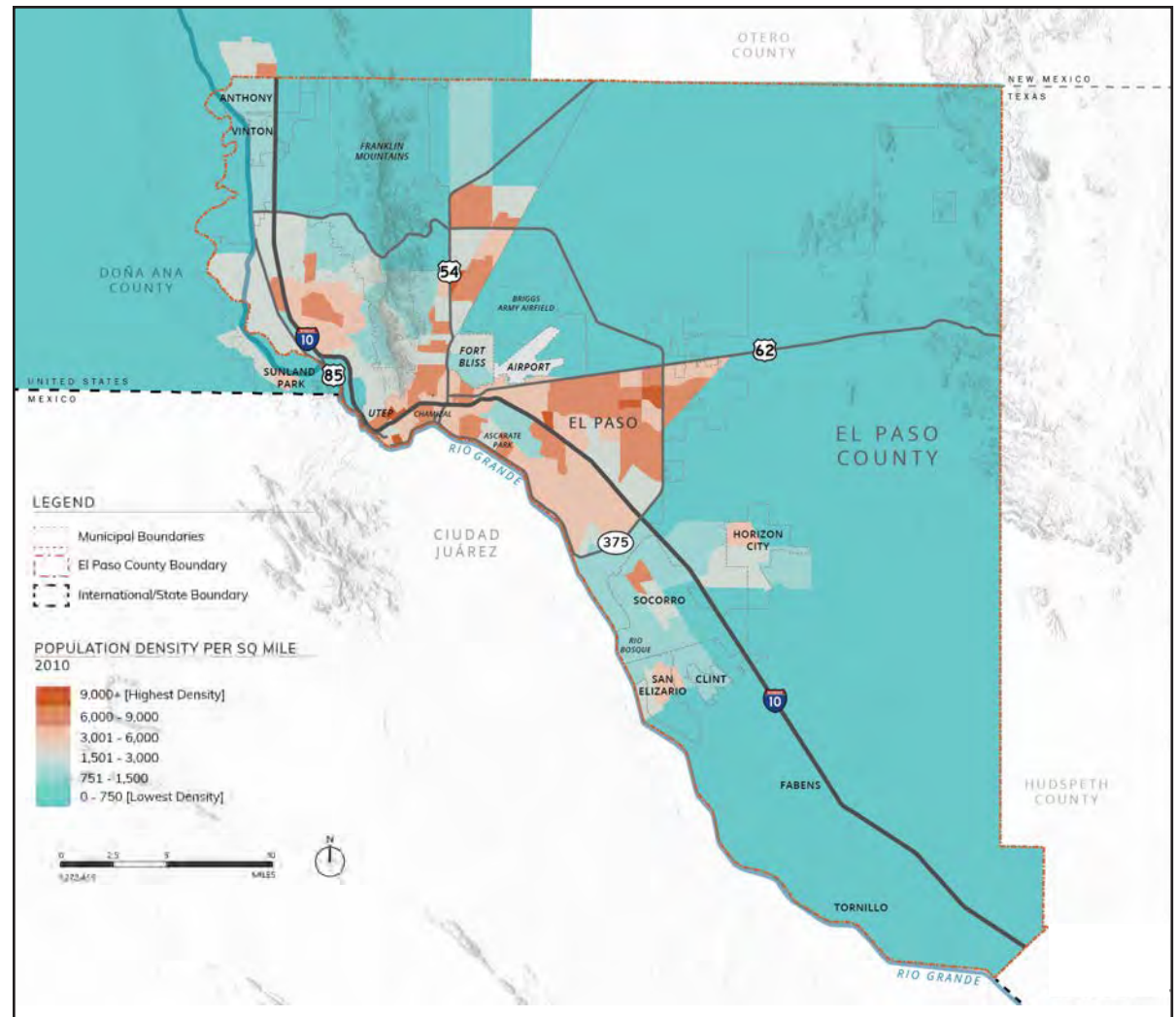




MAP 3. EL PASO COUNTY IRRIGATION CANALS & DRAINAGE FACILITIES

DEMOGRAPHICS, COMMUNITY HEALTH, AND GROWTH AREAS

The El Paso region is changing rapidly due to population growth and new development. With residents continuing to move into the area, the demographic and economic profiles of the region are shifting, opening up new opportunities, and creating new challenges. This section explores some of the regional demographics, health statistics, and growth trends that will inform the planning process for a county-wide linear trail.



MAP 4. EL PASO COUNTY POPULATION DENSITY

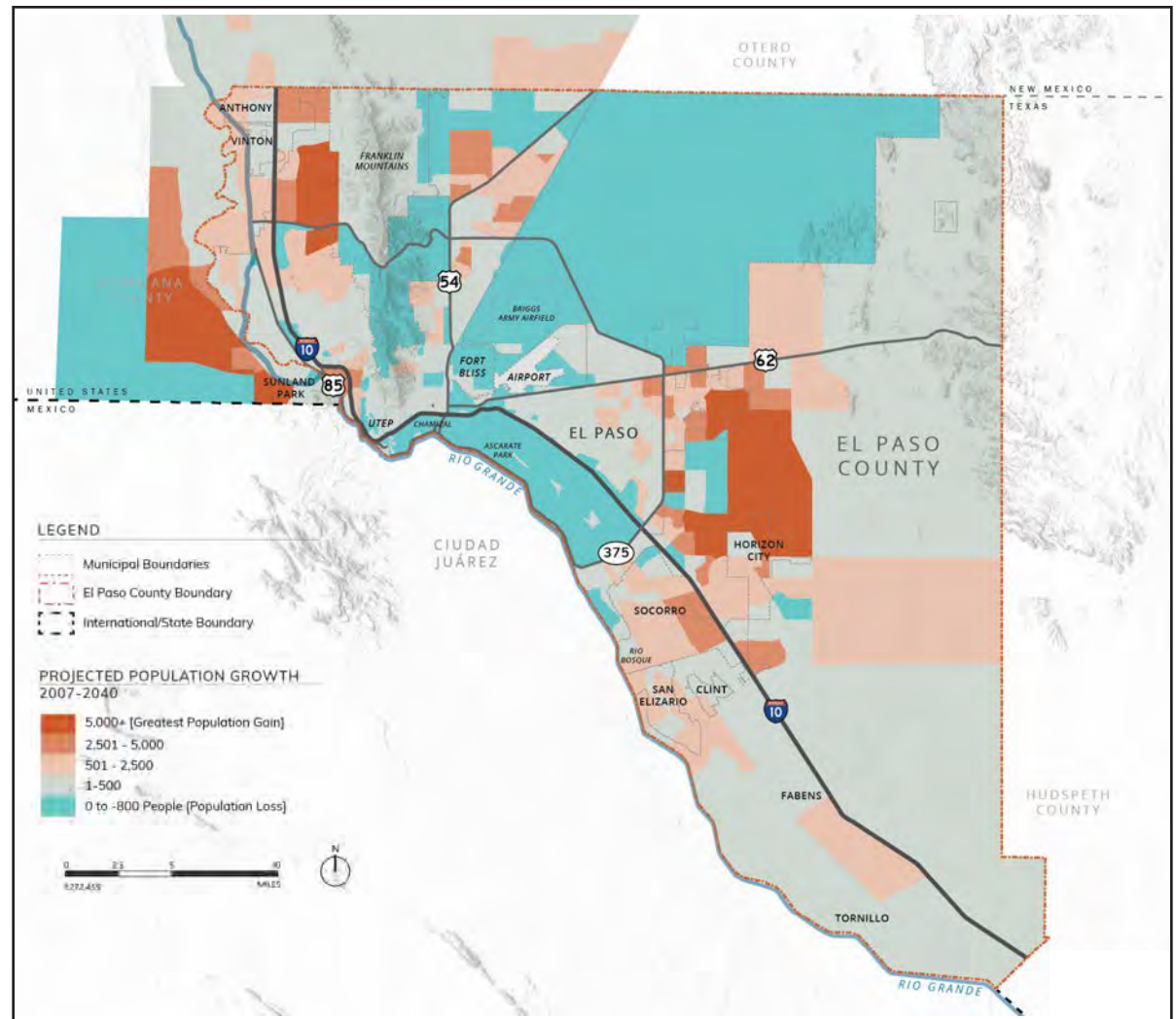


POPULATION & GROWTH TRENDS

The El Paso region has grown rapidly in the last 20 years, changing both the physical character and the underlying sociodemographic profile of the region. Between 2000 and 2010, El Paso County grew by 121,025 residents or about 18 percent to a total population of 800,647.¹⁰ In 2017, the estimated population for the County is 844,769 people.¹¹ By 2030, the population of the entire El Paso metropolitan area is projected to surpass 1 million people. This overall trend is important to understand because it reveals both the need and possible demand for a future regional trail.

As seen in Map 4, areas with the highest density in El Paso County are located primarily in the City of El Paso, including in Downtown, around UTEP, south of Ascarate Park, and in newer development in east El Paso. The population density of parts of Socorro and San Elizario are also fairly high, especially relative to other rural communities. Many of these pockets of higher density are in line with a potential trail route and show that a trail loosely following the course of the Rio Grande west of Interstate 10 would serve a large number of people.

However, as seen in Map 5, growth is projected to occur mainly on the outer edges of the City of El Paso as well as in Sunland Park, New Mexico. More densely populated areas within the Downtown, Central, and Mission Valley neighborhoods of El Paso are projected to see a decline in overall population.



MAP 5. POPULATION GROWTH AREAS 2007-2040

¹⁰ This is double the national average of 9.7 percent, but slightly below Texas's total growth of 20.6 percent.

¹¹ Healthy Paso del Norte data from Claritas, 2017.

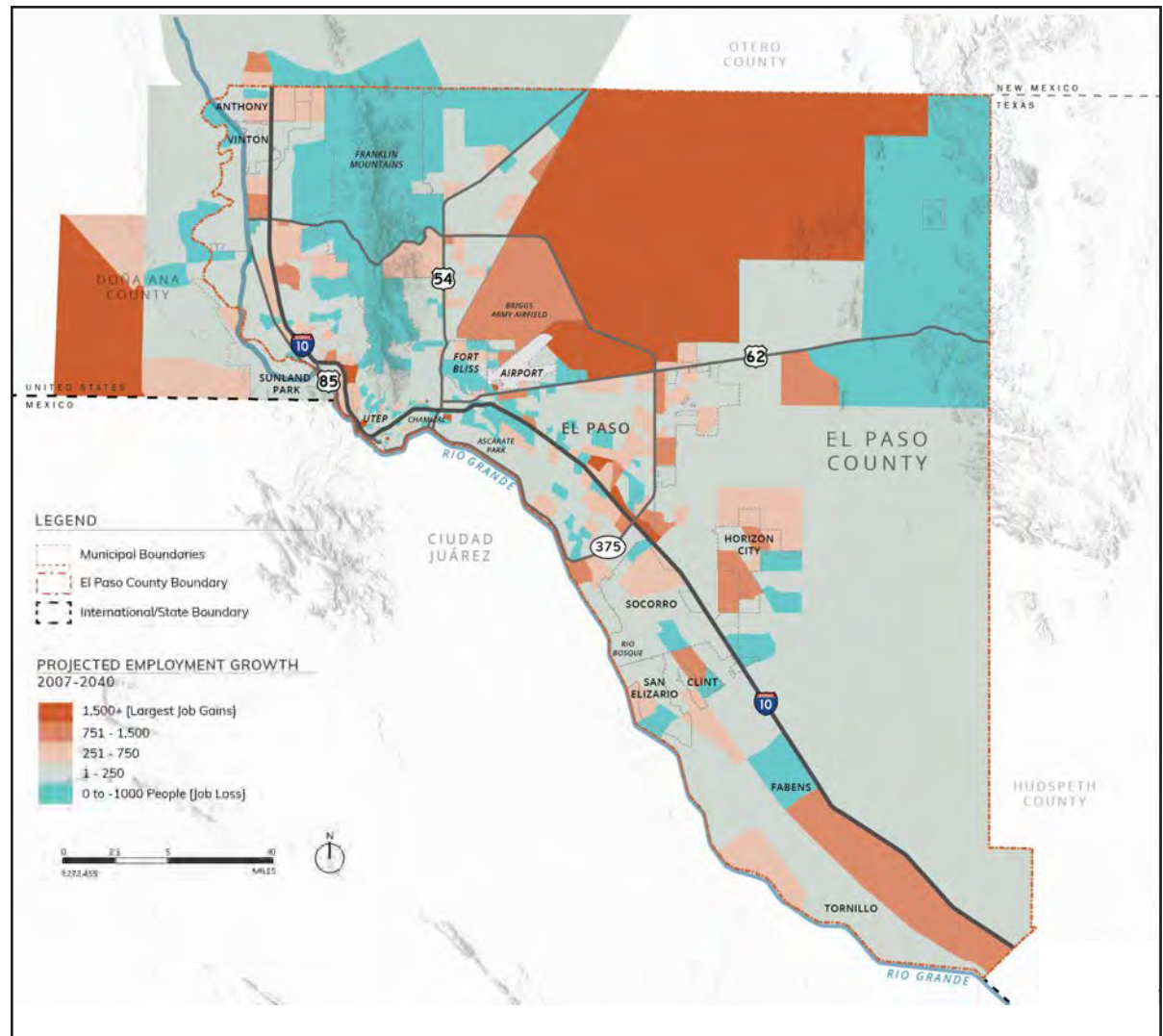


FUTURE GROWTH & ECONOMIC DEVELOPMENT AREAS

The El Paso Metropolitan Planning Organization (MPO) released population and employment projections to the year 2040 as part of their current Metropolitan Transportation Plan (MTP). The current plan (Horizon 2040) projects that population growth will continue to occur along the edges of the City of El Paso, especially in the Upper Valley, Northwest El Paso, East El Paso, and in Sunland Park, New Mexico. There is also some population growth projected for rural Mission Valley communities, and for pockets in older established neighborhoods. However, very little (or a small decline) is projected for the established neighborhoods in the Mission Valley, Downtown, and the developed areas of the Upper Valley/West El Paso.¹²

In terms of employment growth, new jobs are expected in major employment centers along Interstate 10, within Downtown, at UTEP, and in Sunland Park/Doña Ana County, New Mexico. Overall, job growth is fairly well distributed throughout the County, with both established urban areas as well as rural areas expected to retain jobs, along with growth in employment in newer or undeveloped areas of the County.

¹² Because these projections were completed based on 2007 as the base year and are in the process of being updated, they do not account for more recent changes in Downtown (reinvestment and urban redevelopment projects) that could increase the number of people living downtown in the future.



MAP 6. EMPLOYMENT GROWTH AREAS 2007-2040



DEMOGRAPHIC SUMMARY

ETHNIC DIVERSITY & ENGLISH LANGUAGE PROFICIENCY

As of 2017, El Paso County is a predominately Hispanic area, with 82.8 percent of individuals identifying as Hispanic or Latino. In terms of race, 92 percent of individuals identified as "White"; 3.9 percent identified as "Black or African American"; 1 percent of individuals identified as "American Indian and Alaska Native," "Asian," or "Two or More Races"; and persons identifying as "Native Hawaiian and Other Pacific Islander" were fewer than 1 percent.¹³ An estimated 70 percent of residents more than five years old speak Spanish (in addition to English), with 30.8 percent of the population (approximately 235,000 people) over five years old speaking English "less than very well." In addition, an estimated 212,112 people (about one-quarter of the population) are foreign-born.

¹³ <https://www.census.gov/quickfacts/fact/table/elpasocountytexas/PST045217>. These totals do not add up to 100 percent due to small percentages of other races. Generally, those who choose "some other race" in predominately Hispanic areas choose this option rather than "White" due to confusion over the way the Census splits race from ethnic identity (in this case, Hispanic ethnic identities).

AGE GROUPS

The El Paso region is home to a large number of relatively young residents, and a large number of households with children. The median age in 2015 was 32.4 years, which is lower than both the State of Texas (34.8) and national (37.6) median ages. The relatively young age of residents is an important factor to consider in the design and programming of a linear trail. This data suggests that a trail would potentially serve four primary age groups, with different needs and preferences:

Children & Youth (0-17): Children made up 28.0 percent of El Paso's County population in 2017.

Young Adults (18-34): Young adults make up 25.8 percent of the population and are beginning to enter the workforce, attend college, and start families.

Middle Age Adults (35-64): About 34.4 percent of residents are in this age group. They are still active and working.

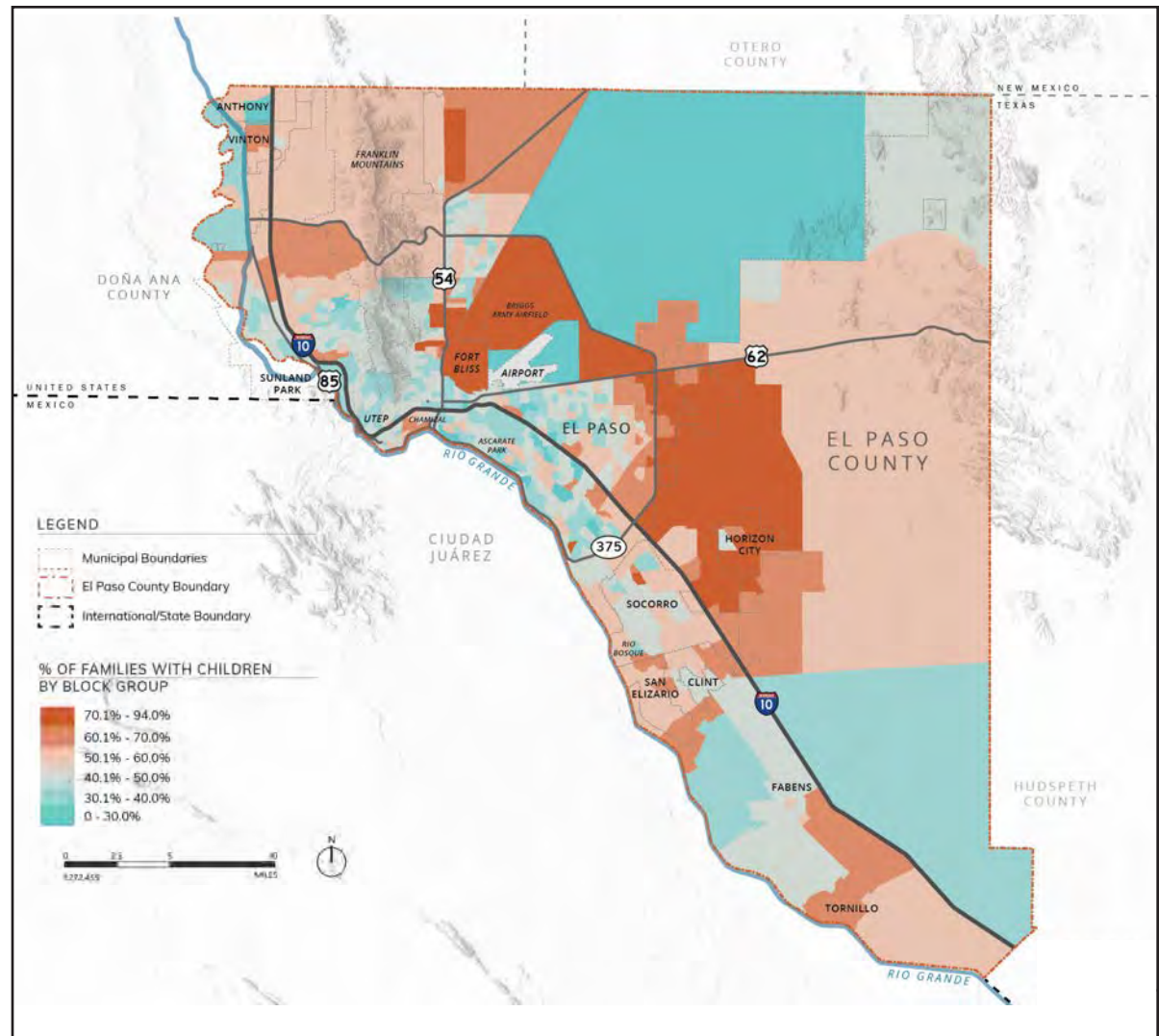
Seniors (65+): Seniors make up a growing percentage of the population and accounted for 11.8 percent of the County's population in 2017.



HOUSEHOLD CHARACTERISTICS

In 2010, there were 256,557 total households in El Paso County, with an average household size of 3.06 people.¹⁴ Of these households, 19.8 percent were single-person households, 24.9 percent were households with two people, and 55.3 percent were households with three or more people, including married couples and those with children. In addition to a younger population, El Paso is home to many families with children. Of all families, 60.6 percent had children living with them in 2010. Areas with higher percentages of families with children are primarily located in newer neighborhoods on the eastern edge of the El Paso City limits, as well as on and around Fort Bliss. The few exceptions are the Chamizal and Segundo Barrio neighborhoods adjacent to Downtown and a few pockets in the Mission Valley, including Socorro and San Elizario.

As expected, areas with a higher percentage of families with children correspond to Census Tracts with a higher youth population, as well as higher population densities. The opposite is true for areas to the east, north, and south of downtown, which in general have fewer households with children. Map 7 shows census block groups by percentage of families with children.



MAP 7. PERCENTAGE OF FAMILIES WITH CHILDREN BY CENSUS BLOCK GROUP

¹⁴ There were 196,625 family households in 2010, with an average family size of 3.56 people. Both the average household and average family sizes in El Paso are higher than the Texas and national averages.

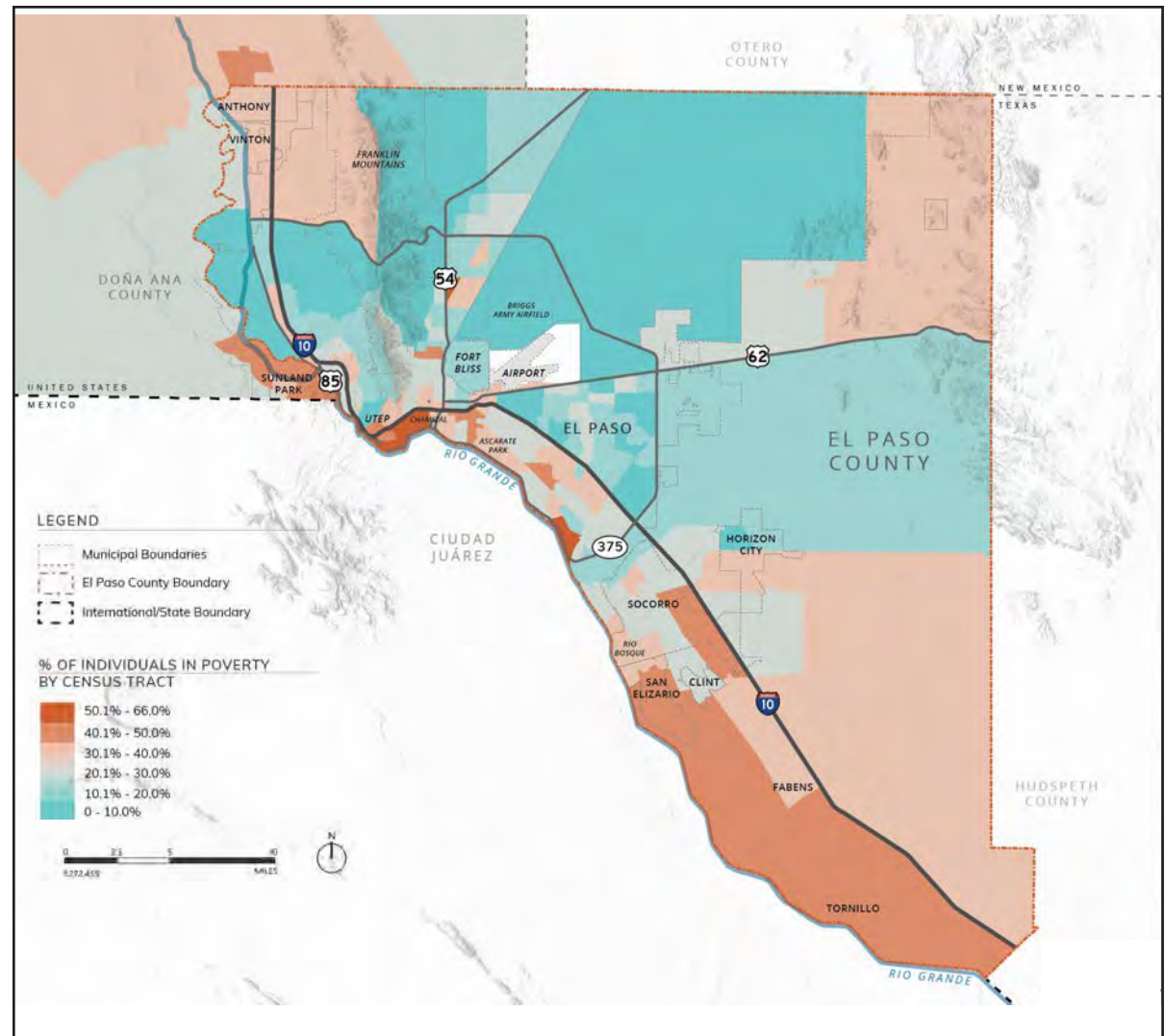


INCOME & POVERTY

Median household income in El Paso County is \$42,779, which is lower than the state of Texas median of \$57,227. The lower median income also corresponds to higher poverty rates for families—an estimated 43,655 families (or 20.6 percent) are below the federal poverty line. This is substantially higher than the state of Texas average of 13.7 percent.¹⁵

Areas with higher poverty rates are concentrated along neighborhoods close to the Rio Grande (see Map 8), including Anthony, New Mexico; Anthony, Texas; Sunland Park, New Mexico; Downtown El Paso neighborhoods including Chamizal; Mission Valley neighborhoods including Ysleta; and the communities further south including San Elizario and Tornillo. Areas with higher incomes and lower poverty rates are predominantly in the Upper Valley, to the northeast and in East El Paso neighborhoods, as well as in Horizon City.

¹⁵ About 16.1 percent of all families are below the poverty line and have children. Source: Healthy Paso del Norte data from Claritas, 2017.

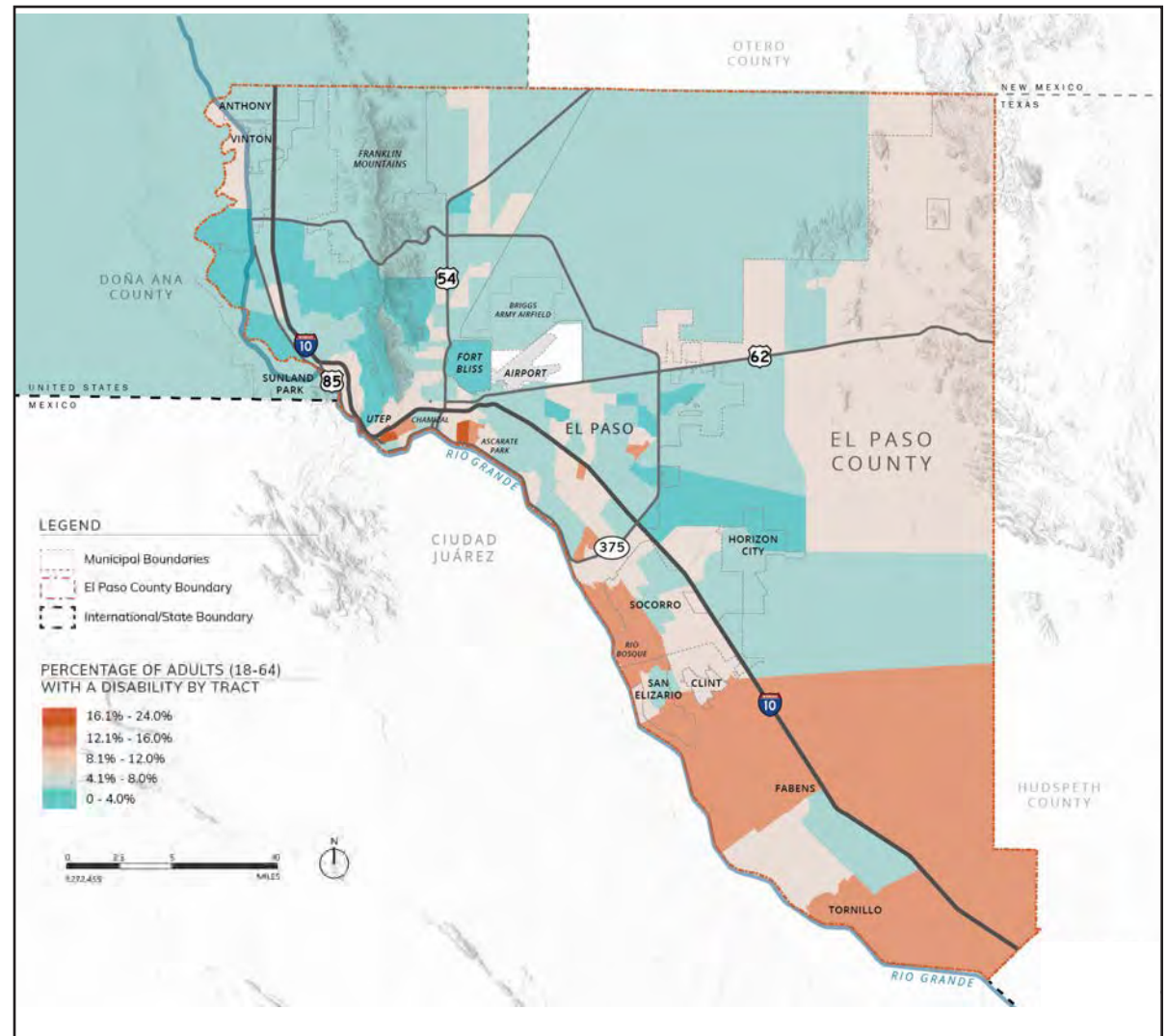


MAP 8. EL PASO PERCENTAGE OF INDIVIDUALS IN POVERTY BY CENSUS TRACT



PERSONS WITH DISABILITIES

People with disabilities include residents who have difficulties hearing, seeing, ambulatory difficulties, cognitive difficulties or difficulties with self-care and independent living. In El Paso County, the estimated number of people with a disability of any type is 106,925 people or about 13.3 percent of the total population—slightly higher than the national average (12.4 percent). About 60 percent of County residents over the age of 75 and 34 percent of residents between 65 and 74 have a disability, which shows that the needs of persons with disabilities are important to address in trail alignment and design, including safety considerations, access to trails, and access to trail facilities.



MAP 9. PERCENTAGE OF ADULTS (18-64) WITH A DISABILITY (OF ANY TYPE) BY CENSUS TRACT



COMMUNITY HEALTH INDICATORS & TRENDS

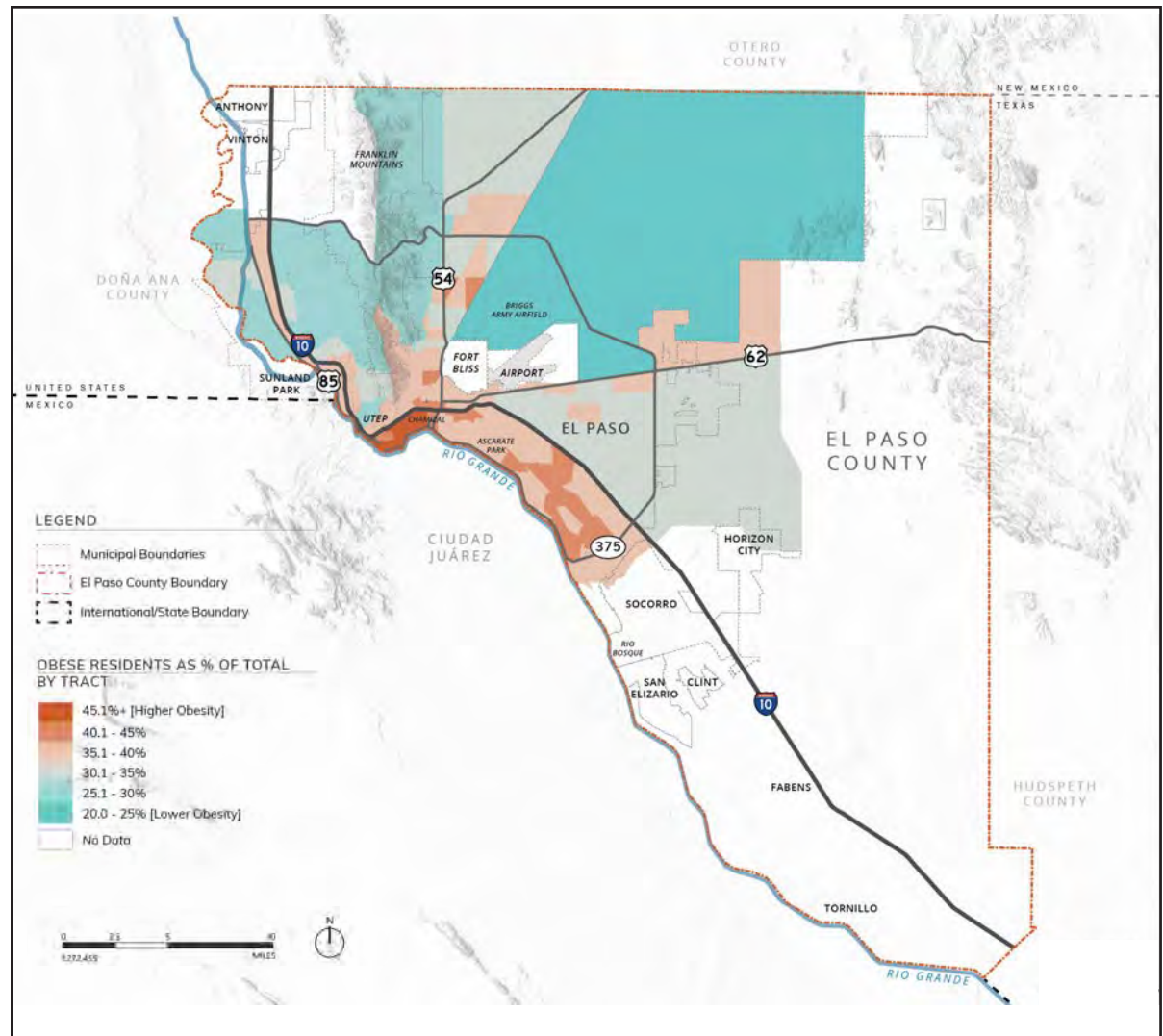
The Coalition for a Healthy Paso del Norte and the Institute for Healthy Living, have developed a website (<http://www.healthypasodelnorte.org>) that can be used to track health indicators for the entire region. This data shows how El Paso County's population is currently performing in terms of obesity, high cholesterol prevalence, food access, and the number of people who walk or take public transit to work.

Overall, the data compiled on the Healthy Paso del Norte website supports the priority of both the Health Foundation and this project to promote and increase access to active living options. As part of this overall goal, several indicators can be measured at the census tract level over time to record improvements to access to active transportation and health outcomes as a result of this project. A few key indicators are described below as they apply to neighborhoods in and around the proposed trail route.

ADULT OBESITY

Addressing obesity is a crucial need in El Paso and Doña Ana Counties. Although El Paso County has a similar percentage of adults who are obese compared to the national average (28.5 percent to 29.8 percent), these are still very high percentages that affect certain neighborhoods. As seen in Map 10, there are higher rates of obesity in Downtown neighborhoods and those in the Mission Valley west of Interstate 10 in areas where data is available. Unfortunately, higher rates of obesity are directly correlated with lower income neighborhoods, amplifying the need for recreation and active transportation options in these areas.

Although data does not exist for the rural communities in El Paso County, it can be assumed that some of the same trends with obesity may be prevalent in these areas due to fewer recreational amenities and active transportation networks.



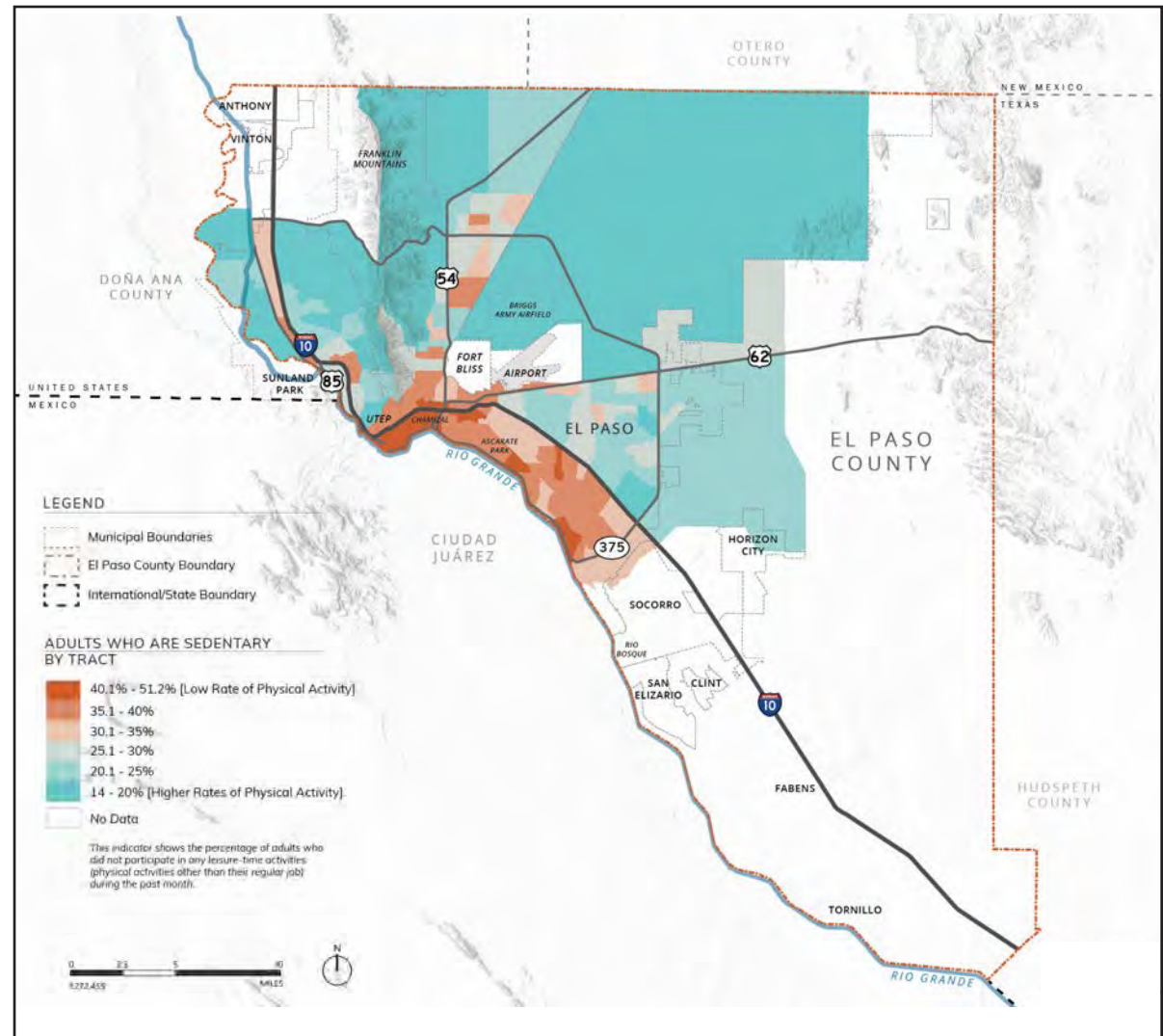
MAP 10. PERCENTAGE OF OBESE ADULTS BY CENSUS TRACT



PHYSICAL ACTIVITY

The percentage of adults in El Paso County who participated in monthly physical activities declined between 2011 and 2015. In 2015, an estimated 68.3 percent of adults engaged in a physical activity in the past month, compared to 77.3 percent in 2011. Although this data has a margin of error, they do show that El Paso County residents are engaged in lower levels of activity than other places in Texas and nationally.

The areas with the highest number of sedentary adults closely matches areas with a higher percentage of obese residents as well as areas with lower incomes. Once again, this data supports the need for additional recreational, exercise and active transportation options, especially in areas with lower incomes and higher densities.



MAP 11. PERCENTAGE OF ADULTS WHO ARE SEDENTARY BY CENSUS TRACT



LOW FOOD ACCESS

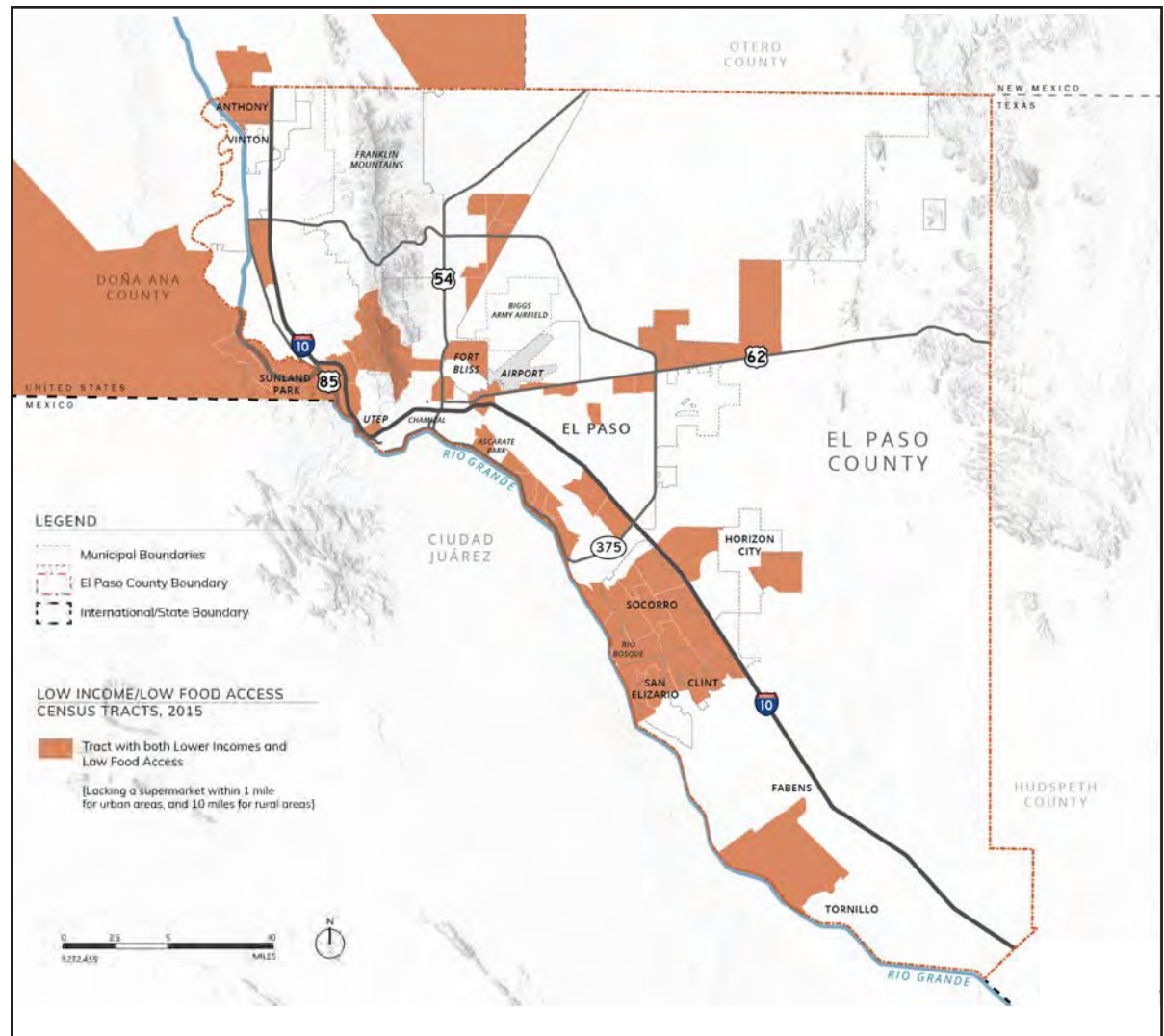
Neighborhoods with less physical access to grocery stores and markets with fresh foods may limit a household's ability to pursue a healthy diet. The USDA has developed a series of "food desert" maps that show areas with limited physical access to supermarkets, as well as areas with lower incomes. These two factors coupled together show areas where residences may find it harder to follow a healthy diet—due to higher food and transportation costs, longer travel distances to grocery stores, and generally lower availability to fresh foods.

As seen in Map 12, 57 Census Tracts (out of 202) in El Paso and Doña Ana counties have been flagged by the USDA as having both lower incomes and lack a supermarket within 1 mile (or 10 miles in rural tracts). Seven of these tracts are found in the Mission Valley, one is found near Ascarate Park, one adjacent to UTEP, and five are found in the Upper Valley/West El Paso. In addition, many of the rural communities along the Mission Corridor have been flagged as food deserts by the USDA. All the regional "food desert" census tracts that are located along the Rio Grande and most between the Rio Grande and Interstate 10 will be served by a county-wide trail.

To see more maps and explore this data online, please visit:

<https://www.pasodelnortetrail.org/maps>

<http://www.healthypasodelnorte.org>



MAP 12. CENSUS TRACTS IDENTIFIED BY USDA WITH LOWER INCOMES AND LOW FOOD ACCESS







Chapter 4

DEVELOPING THE TRAIL NETWORK

At just over 1,000 square miles, El Paso County contains a diverse array of landscapes and land uses. From the riparian lowlands and farmlands of the Mission Valley to the peaks of the Franklin Mountains, to the high plains and the abruptly jagged outcroppings at Hueco Tanks State Park beyond, its landscapes are as varied as its cultural influences. The intent of the Paso del Norte Trail Master Plan is not so much to try to directly connect all these places as it is to create a main corridor—a stem from which future branches can radiate out into the broader fabric of the community and beyond.



PLANNING CONTEXT

Beginning at the New Mexico–Texas border, the Paso del Norte Trail will span El Paso County, crossing many different physical contexts, from rural and suburban neighborhoods to very urban, high-density areas in Downtown, and back to rural farmlands. It will connect existing trails with new trails and include new loops or links in locations where local points of interest have been identified. The types of trails will vary from shared-use paths running along the river, levees, and irrigation canals to on-street facilities that will include sidewalks, bike lanes, and cycle tracks.

While primarily focused on providing trail access to and through the many and varied neighborhoods and communities throughout El Paso County, the trail alignment was also informed by the various physical, economic, and political conditions summarized in the preceding chapter. In order to maximize cost effectiveness wherever possible, the network will utilize existing trails or those that have already been planned and are in the queue for construction in the near future. These trails could be improved for better connectedness and integration into the Paso del Norte Trail in the future, however.

In order to bring the broad scope of the trail study area down to a more manageable scale and to match districts with themes that are emblematic of their culture, the roughly 60-mile corridor has been subdivided into five districts based on a broad set of subtle characteristics that help define each one and give it a unique sense of place, derived from the context and history of the surrounding area. Those districts are discussed in more detail in Chapter 5. This chapter describes the various

attributes of each type of trail that is proposed within the Paso del Norte corridor, and how the network will fit together to create a seamless and integrated trail.

CONNECTING THE DOTS

Rather than starting from scratch, the planning process for the Paso del Norte Trail began with an inventory of existing facilities and existing plans for new facilities. Within that framework, the planning team sought input for additional desirable connections, mapped points of interest, and consulted with landowner agencies and other stakeholders to determine the feasibility of utilizing various facilities for future trail development. Then the process became one of connecting the dots to create a continuous trail system that best met the objectives of the study.

EXISTING TRAILS

According to the City of El Paso's current Parks & Recreation Master Plan, as of 2014 there were 9.5 miles of formal "linear park" trails in the city, and 21.6 miles of jogging trails within the City's parks, for a total of just over 31 miles of official trails. Similarly, the 2016 City Bike Plan estimated that there were 30.6 miles of "shared-use paths" in the city. Of those existing trails, the highest percentage, relative to population density, lie in the Mission Valley (0.8 miles per 10,000 residents), while the lowest falls in the Northeast (0.3 miles per 10,000 residents). The remainder of the city has about half of the recommended level of service, which is targeted by the Parks & Recreation Master

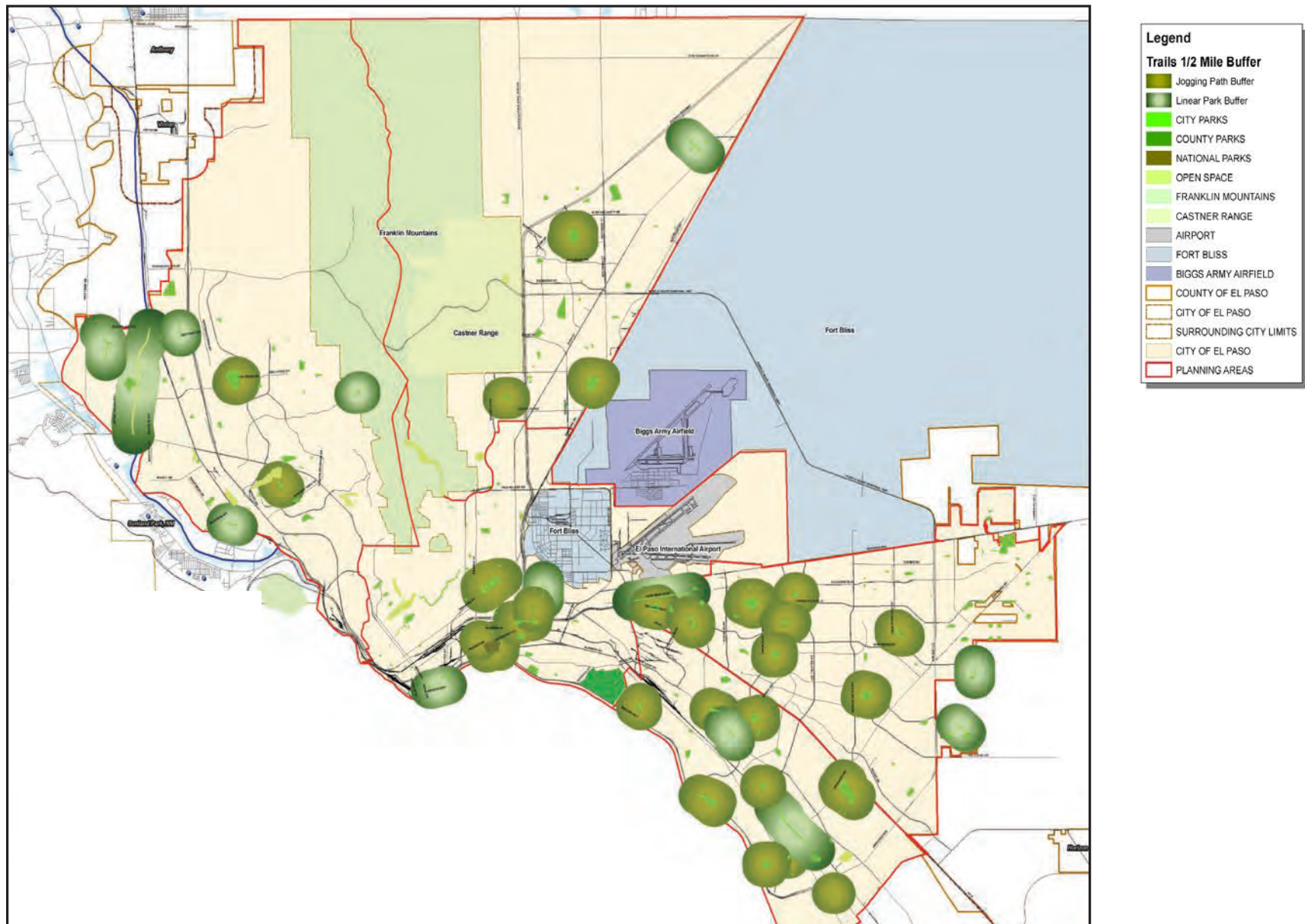
Plan at one mile of trail per 10,000 residents. Those totals do not include trails outside the city limits, or the numerous informal trails that residents may be using along irrigation canals, through utility easements, and into the mountains.

Map 13 gives a sense of the disconnected nature of the existing trail system in El Paso. Even with the half-mile buffers shown around each trail segment significant voids in service areas are evident. Not shown are more recent additions and trails extending into the county—primarily in the northwest. These include:

- The 10-mile Rio Grande Riverpark Trail that extends south from the state line near Anthony to just north of Country Club Road
- More than three miles of paved multi-use paths that follow both sides of the Interstate 10 frontage road (Desert Boulevard) from Westway Boulevard to the Transmountain Road
- Three more miles of paved trail along Transmountain from Interstate 10 to the Tom Mays Park Access Road (the Elizabeth F. Hernandez Memorial Hike and Bike Trail)
- The Pat O'Rourke Memorial Hike and Bike Trail that extends just over two miles along Resler Drive from Transmountain to Helen of Troy Drive.

Those facilities provide connections which may well be more valuable in the future than they are today, as they lie in areas of high projected population growth.





Source: 2014 Parks & Recreation Master Plan, City of El Paso & HALFF Associates, Inc.

MAP 13. MAJOR TRAILS & MULTIPURPOSE PATHWAYS

PROGRAMMED TRAILS

To address the need for more trails, both the City of El Paso and the County have been actively pursuing trail projects and investing in other bicycle and pedestrian improvements. In 2016, the El Paso Bike Plan was completed, and the City recently passed a resolution supporting 22 trail and trailhead projects throughout the El Paso. TxDOT has also been a willing partner in planning and developing additional trail facilities in conjunction with their ongoing highway construction projects, including a new trail segment north of Executive Center Boulevard being built as part of the Loop 375 extension. Other examples include the Paso del Norte Health Foundation working in partnership with the City of El Paso and El Paso Water to develop the 8.3-mile Playa Drain Trail, which was nearing completion at the time of this study. Some of these are discussed in more detail in the following section.

PROPOSED TRAILS

Gaps identified between the existing and programmed trail segments will be filled with newly proposed alignments. Factors influencing the proposed locations include recommendations from previous studies such as the Urban Land Institute (ULI), the El Paso Bike Plan, and input from National Park Service, user groups, stakeholders, and the general public, and are a direct result of efforts to connect as many attractions, amenities, and communities as possible along the way.

Nonetheless, despite best efforts, it is simply impossible to make every desired or desirable connection along the way. As a result, several communities and many neighborhoods along the Paso del Norte Trail corridor do not have direct connections to the planned trail alignment. Some communities have developed their own trails and would like to be able to connect those with the larger trail network. To that end, recommendations have been developed for interjurisdictional coordination of future trail connections (see Chapter 6). So while the original goal of this planning effort was the development of a single “linear” trail through the County, the groundswell of interest has dictated that it be developed as more of an interconnected network of spurs and loops rather than one main trail. Therefore, a hierarchy of trail classifications was developed.



Recent planning efforts have proposed trails throughout the county.



PRIMARY TRAIL ALIGNMENT

The primary trail alignment is the backbone and defining corridor of the Paso del Norte Trail. This primary trail sets the course through El Paso and its surroundings and is the one that all others will connect to. In some cases, the primary trail alignment is the least complex alternative to develop in the short term (often referred to as the “low-hanging fruit”)—one that will enable completion of the overall facility in a shorter time frame, and/or with less cost than an alternative route.

The primary trail is also the one that sets the thematic tone for the project and all other trails connected to it. It should include recurring trail themes, colors, materials, the Paso del Norte Trail logo, and overall feel.

SECONDARY TRAIL OR ‘LOOP TRAILS’

Secondary alignments take two forms. Some alignments identified as “secondary” may actually be preferable to the primary alignments identified on the maps, but may be segments that were deemed less feasible to construct in the foreseeable future, due to cost or availability of right-of-way. Other secondary alignments were identified as equally feasible parallel facilities that provide broader access to the trail, but which may not have been suitable for use as the main trail alignment. In some cases these also provide opportunities for “loops” within the trail system, which allow trail users to return to their starting point via a new route, rather than only having the option of retracing their steps over a single alignment.

ANCILLARY CONNECTIONS OR ‘SPUR TRAILS’

‘Spur’ trails refer to the relatively short trails that stem from the primary trail to connect directly to adjacent neighborhoods, amenities, mass transportation connections, historic sites, or other points of interest. These were primarily identified through public and stakeholder input.

TRAILHEADS

Trailheads are designated areas from which the trail can be accessed. These may be as simple as a gate and a sign, or, where space is available, may include facilities such as parking, benches or tables, shade structures, restrooms, signage, and kiosks with maps and other information about the trail. They are also considered key trail amenities and examples are shown later in this chapter.

TRAIL TYPES

To accommodate a multitude of trail uses, levels of mobility, and to respond to the surrounding conditions, a variety of trail types will be used throughout the length of the Paso del Norte Trail. In general, the trails that comprise the Paso del Norte Trail will be sized to accommodate anticipated levels of use, and surfaced with durable materials to maximize accessibility and reduce maintenance. Suggested parameters for each type of trail are described on the following pages. However, it should be noted that these are only guidelines, and may be adjusted as necessary. Trail designers are also encouraged to refer to the current version of the AASHTO Guide for the Design of Bicycle Facilities.



An example of a Spur Trail in the Rio Grande Bosque.



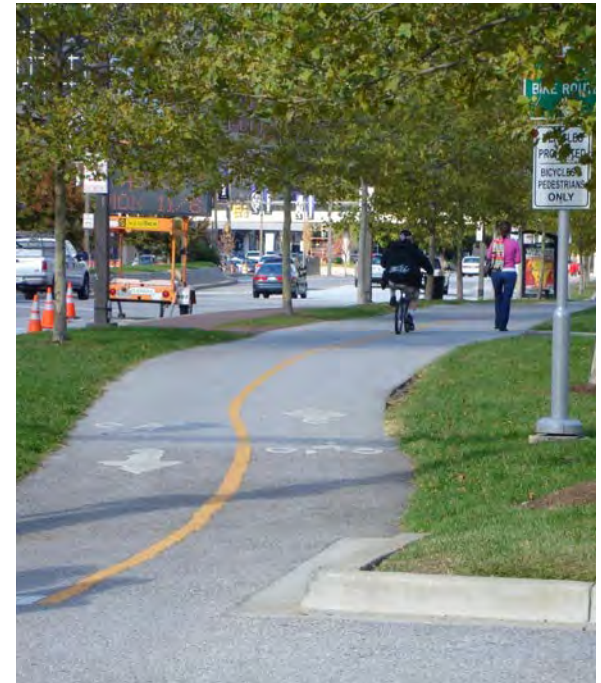
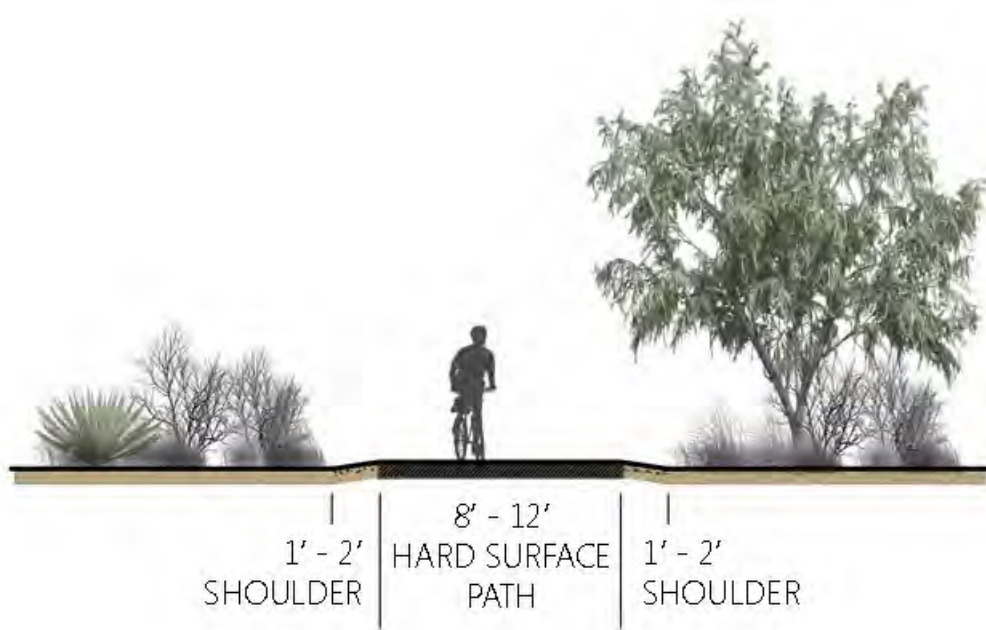
A Playa Drain Trailhead being constructed.



SHARED-USE TRAIL/PAVED

Within urban areas and other locations where high levels of use are anticipated, trails should be wide and hard-surfaced for maximum functionality and lifespan. As noted in the AASHTO Design Guidelines, shoulders that are clear of any obstacles are important to provide recovery areas. Striping of the surface is optional, but center striping can help define separation in high traffic areas, while edge striping provides additional visibility of the trail edge in low light conditions. In areas where adequate width is available, wider shoulders or a parallel soft-surface trail can enhance the experience of joggers who prefer not to run on pavement.

Trails in more rural areas should follow the same basic parameters as urban trails, with two exceptions. Since usage would typically be lower, surface widths can be narrowed, and unpaved shoulders may be widened to accommodate equestrians and other trail users who may prefer a softer surface. The second exception is that trails in rural areas are almost always soft-surfaced using chat or fine crushed gravels.



An example of a shared-use paved trail.

FIGURE 6. SHARED-USE TRAIL/PAVED



SHARED-USE TRAIL/NATURAL SURFACE

Another option for rural areas is an unpaved “natural” surface material. This type of surfacing may be necessary in locations, primarily along ditch roads, where insufficient width exists to accommodate separate tracks for a trail and maintenance vehicles. In those cases, a surface of stabilized or compacted small aggregates such as decomposed granite, gravel screenings/crusher fines, or brick dust will provide a durable surface that can be used by maintenance equipment without causing damage to the surface.

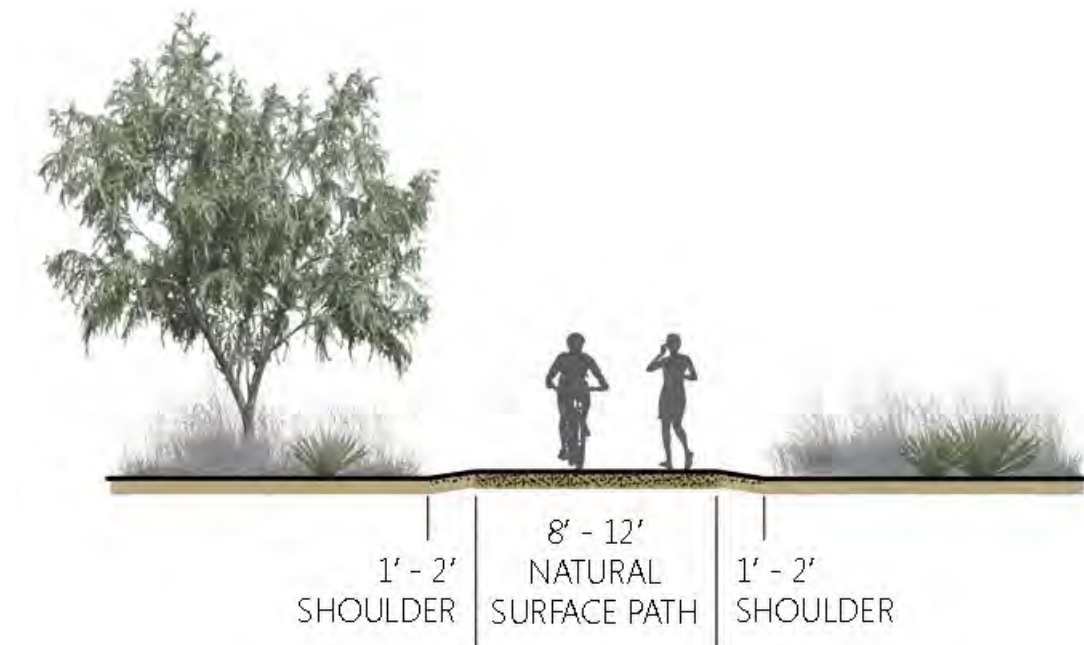


FIGURE 7. SHARED-USE TRAIL/NATURAL SURFACE



An example of a shared-use trail with a natural surface.



BACK-COUNTRY/SINGLE-TRACK TRAIL

Some of the spur trails identified are located in more rugged “backcountry” settings, which may not be suitable for paving. In those cases, a narrower single-track trail would be appropriate. Depending on the underlying ground type, additional surfacing materials may be desirable to improve stability and reduce erosion. Surfacing should be determined on a case-by-case basis.



An example of a single-track trail.



An example of a back-country trail used by equestrians.

FIGURE 8. BACK-COUNTRY/SINGLE-TRACK TRAIL

ON-STREET FACILITIES

Through the Downtown area, existing development precludes the implementation of separate shared-use trail facilities. In those locations, a variety of on-street facilities are proposed, following the general types and design guidelines identified in Appendix C of the El Paso Bike Plan. By combining safe bicycle facilities with functional sidewalks and clear wayfinding signage, these “complete streets” can accommodate nearly all users (with the exception of equestrians) and provide an effective continuation of the Paso del Norte Trail through the urban core.



An example of an on-street buffered bike lane (above).

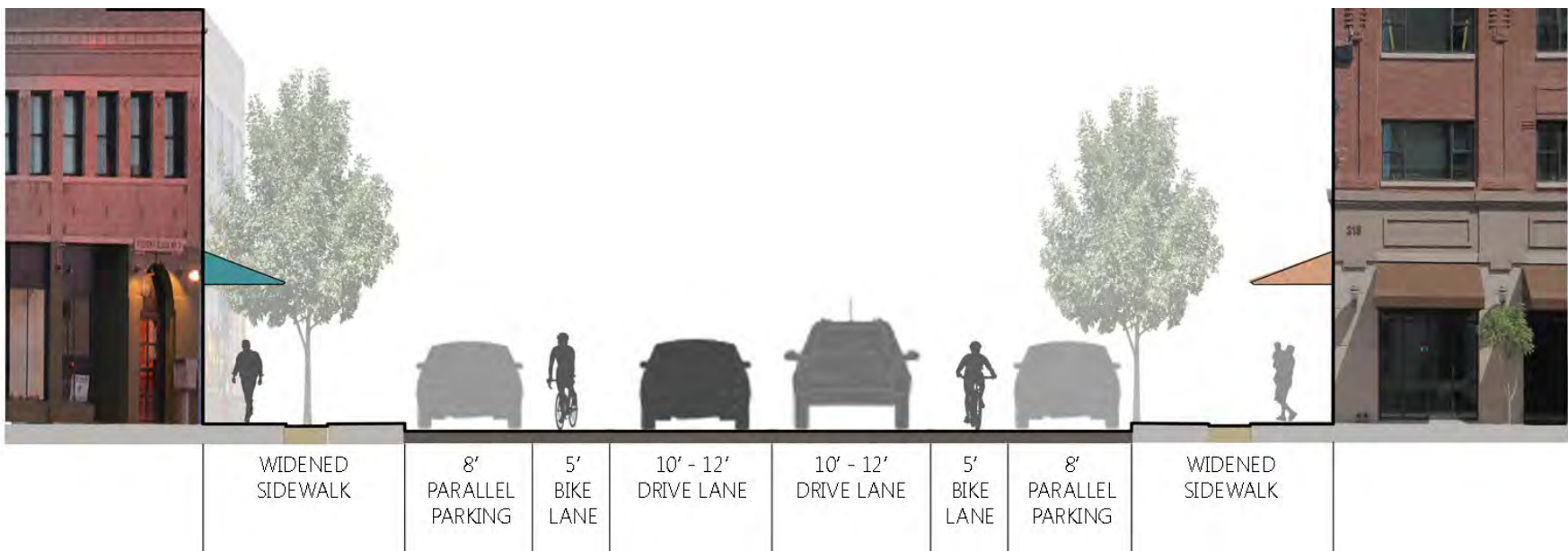


FIGURE 9. ON-STREET FACILITIES



TRAIL AMENITIES

The following types of amenities will be located along the Paso del Norte Trail. The specific amenities within each district are described in Chapter 5.



FIGURE 10. TRAIL AMENITIES





An example of signage marking a trailhead.



An example of a viewing platform.



Another example of a trailhead gateway feature.



An example of a shaded trail.



An example of interpretive signage.





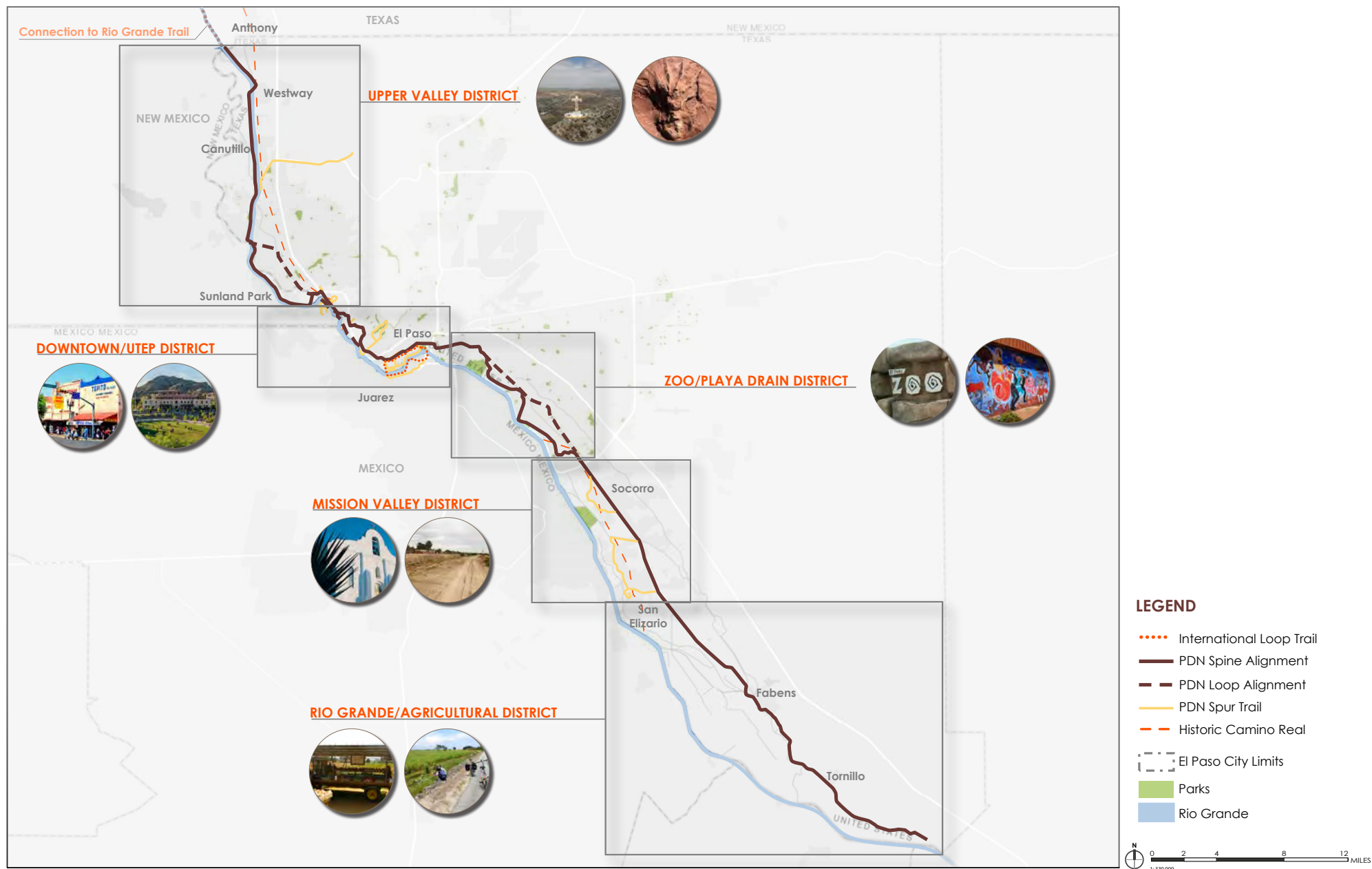


Chapter 5

TRAIL DISTRICTS AND SUB-DISTRICTS

The roughly 60-mile span of the Paso del Norte (PDN) Trail is divided into five distinct districts, each broadly defined by their unique geographical, historical, and cultural context, as well as various amenities and attractions that help define them. Each district is identified by the most predominant contextual influences within that district. The following sections present the recommended trail alignments within each district, moving from the northern-most extent of the project at the New Mexico–Texas border and meandering southeast, roughly parallel with the Rio Grande and ending at the County Line Lakes, about five miles southeast of the town of Tornillo.





MAP 14. TRAIL DISTRICTS OVERVIEW



FIGURE 11. TRAIL DISTRICTS & CHARACTER



UPPER VALLEY DISTRICT

The trail alignments in the Upper Valley District primarily follow the river from the New Mexico–Texas state line until reaching the area known as the 'Brick Company' property, which abuts the river south of Racetrack Drive, just below the elevated railroad trestles. Land along the river floodplain and on the levees within this district falls under the jurisdiction of the International Boundary and Water Commission (IBWC); however, while the IBWC has indicated that it generally supports joint-use of its facilities for trails, and several segments of existing trail have been built within the floodplain on their lands, according to IBWC staff some uncertainties remain about the exact limits of ownership and the extent of their jurisdiction along the Brick Company tract at the south end of this district.

CHARACTER

The Upper Valley District is characterized primarily as a rural river corridor and riparian habitat. An existing 10-mile river trail that was funded in part by the Health Foundation runs along the floodplain through much of this reach. Its location between the flood control levees on either side provide a sense of isolation from the adjacent community, offering views of the picturesque valley landscape and the Franklin Mountains rising in the distance. The somewhat sparse riparian vegetation and proximity to the river provides at least the perception of a cooling effect along the trail in this area, enhancing the riverine experience. Beyond the levees, the trail is flanked by agricultural lands for most of the northern reaches of the district, giving way to single family neighborhoods on both sides, which

culminate at the El Paso Country Club area before transitioning to the Sunland Park racetrack area and a more industrial context at the south end. A unique jurisdictional phenomenon occurs in this area, as the state line dividing New Mexico and Texas meanders back and forth across the river, following the historic (abandoned) river channel, resulting in several shifts in jurisdiction along the river's current channelized course and further blurring the distinctions of the superimposed map boundaries. The Paso del Norte Trail forms a natural extension of the planned Rio Grande Trail in New Mexico. This jurisdictional oscillation has recently led to cooperation between both states; they have begun to look at developing this area as a gateway between Texas and New Mexico, potentially providing a much larger user base for the Paso Del Norte Trail.



Views to the Rio Grande enhance the trail experience.



An existing paved trail in Rio Grande River Park.

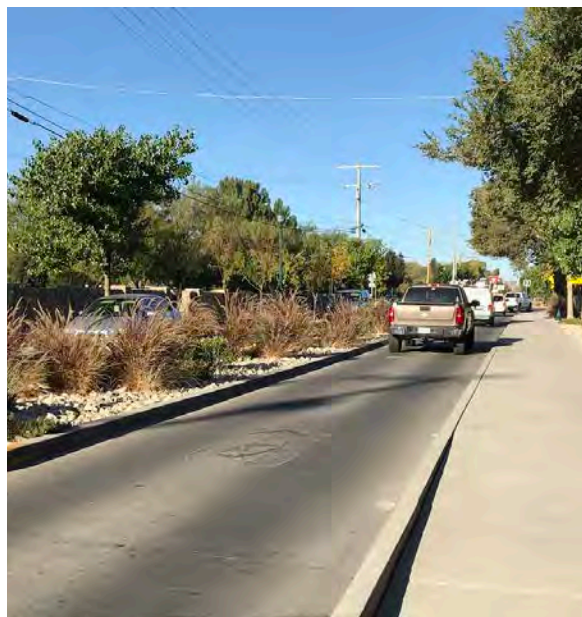


An unpaved levee maintenance road also serves as an informal trail.





The river floodplain is mowed regularly.



An existing bike/pedestrian path follows along Country Club Road.

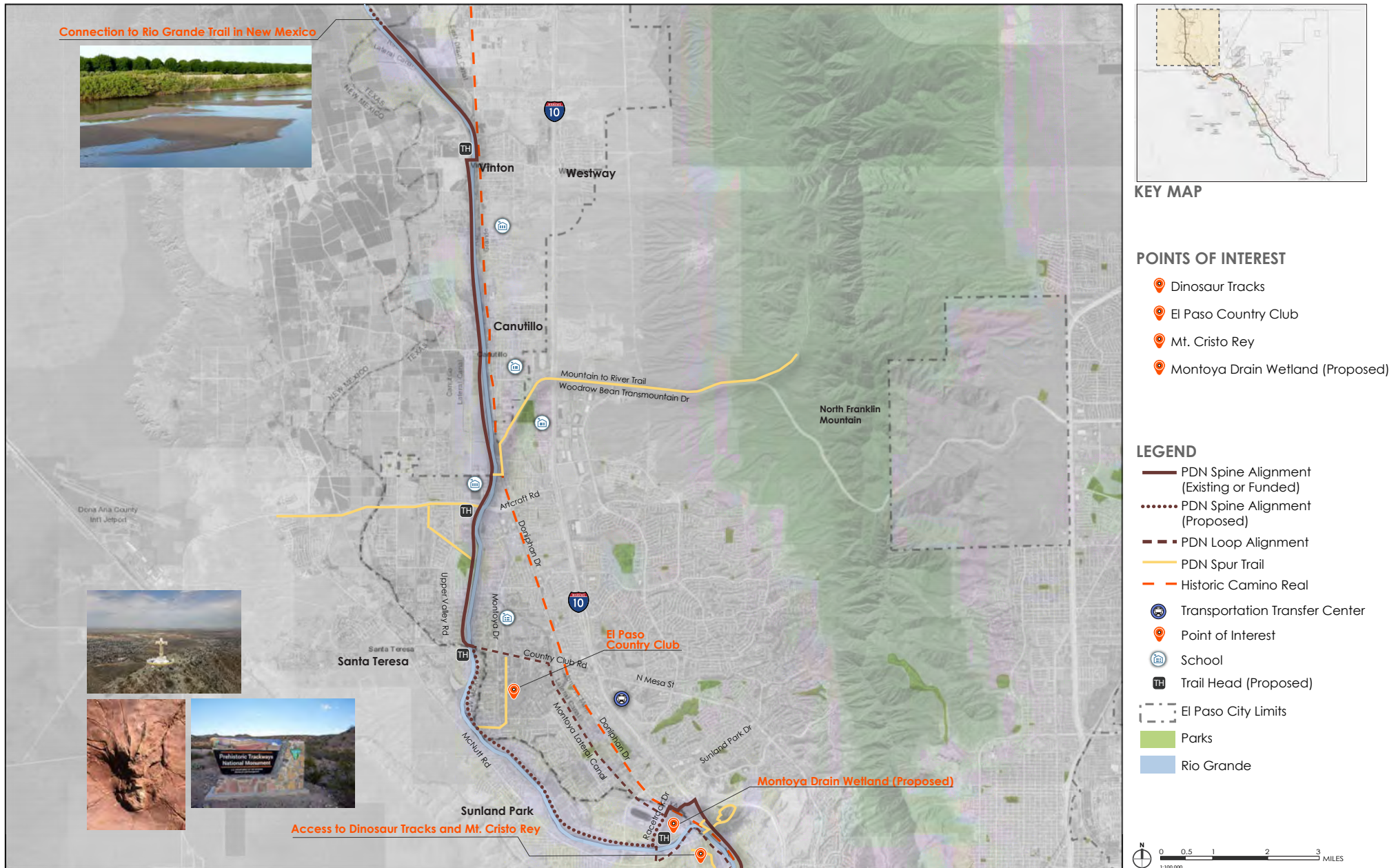


The moon rise over the Franklin Mountains is visible from the Rio Grande River Park Trail.



The river floodplain remains a natural ecosystem.





MAP 15. UPPER VALLEY DISTRICT OVERVIEW

POINTS OF INTEREST

SUNLAND PARK DINOSAUR TRACKS



211 acres of land on the flanks of Mount Cristo Rey, near the borders of two countries and three states, is crisscrossed by numerous fossilized dinosaur tracks. Dated at 97 million years old, these footprints speckle the landscape and are a wondrous glimpse of the prehistoric past.

MONTOYA DRAIN WETLAND (PROPOSED)



This largely vacant former industrial site is being studied by the El Paso Water Utility as a proposed wetland to manage area runoff while providing enhanced wildlife habitat. Upon completion, the facility could offer additional opportunities for bird watching and other wildlife observation.

MOUNT CRISTO REY



Formerly known as the Cerro de los Muleros or Mule Drivers Mountain, this rugged 4,675-foot high peak is capped by a 29-foot tall limestone statue of Christ. This statue serves as a shrine to thousands of faithful in the West Texas, El Paso, and Southern New Mexico region.

EL PASO COUNTRY CLUB



This privately-owned social club within the Upper Valley Country Club neighborhood has a championship level 18-hole golf course.



See Map 15 for overall region alignments and legend.



MAP 16. UPPER VALLEY KEY MAP 1

TRAIL CONNECTIVITY

PRIMARY ALIGNMENTS

1.0 Rio Grande River Park Trail (Existing Shared-Use Path)

Beginning just south of Washington Street (near Anthony) the concrete-surfaced River Park Trail runs along the Rio Grande for roughly 10.5 miles, ending just north of Country Club Road. An additional 1.25-mile segment extends west from the bridge at Racetrack Drive, passing under Sunland Park Drive to a point opposite the Sunland Park racetrack grounds. An intervening 4.25-mile gap remains to be completed—most of which falls in New Mexico.

1.1 Rio Grande River Trail Extension (Funded Shared-Use Path)

The City of El Paso has budgeted \$155,000 to complete the portion of the missing Rio Grande River Trail that falls within Texas, extending it approximately one-third of a mile south from its current terminus adjacent to Meadow Oaks Drive to Country Club Road, where the state line again crosses the river.

1.2 Racetrack Road Segment (Proposed Shared-Use Path)

Heading east from the river, the proposed alignment would ascend onto the levee and follow Racetrack Drive towards Doniphan Drive via a paved side path, utilizing the existing wide shoulders of the roadway bridge to cross a drainage ditch approximately 900 feet south of Doniphan. (Since the state line falls roughly at Doniphan, this segment would also be in New Mexico.) At-grade crossings would be required at Doniphan and the railroad tracks that parallel it to the south. The existing signalized intersection at Doniphan and Racetrack will help facilitate this crossing.

LOOP ALIGNMENTS

1.3 Country Club to Montoya Main Lateral (Existing/Proposed Shared-Use Path)

This proposed loop will diverge from the Rio Grande River Park Trail at Country Club Road and head east approximately 1.3 miles via the Country Club shared-use paths (existing 8-foot wide concrete side paths on either side of Country Club Road). It will then head south along the Montoya Drain, winding through the El Paso Country Club area (which involves coordination with the Country Club) and surrounding neighborhoods to Sunland Park Drive. At that point, it will either continue through the racetrack property to Racetrack Drive (which would involve coordination of access through two currently fenced ditch crossings), or turn east along Sunland Park Drive to connect with Doniphan Drive. If the loop follows Sunland Park Drive, it would need to follow the west side of Doniphan to connect again with the primary alignment at Racetrack Drive, which would put it within the wide area between the road and the railroad tracks. The Sunland Park Drive/Doniphan Drive intersection would be the most difficult to negotiate for this alignment, due to the configuration of a dedicated right turn lane. It should also be noted that TxDOT was in the preliminary stages of a master plan for Doniphan Drive. Future plans may include reconfiguring the right turn lane, but if it does not, trail users would be relegated to using the street and sidewalk to negotiate this intersection. Should interstate jurisdictional issues delay or obstruct the implementation of the primary alignment through the Sunland Park area, as described above, this "loop" route could become a primary alignment, as it falls entirely within El Paso County.

SPUR TRAILS

1-A Mountain to River Trail (Partially Built/Funded Shared-Use Path)

A proposed trail spur that will connect the Franklin Mountains with the Rio Grande via Woodrow Bean Transmountain Drive and Borderland Road. Portions of this trail exist along Transmountain Drive and State Highway Spur 16, with the gaps programmed to be filled in the near future. At the intersection of Hwy 16 and Doniphan, the trail would turn south along Doniphan and cross the river on Borderland Road to connect with the Rio Grande River Park Trail.

1-B Artcraft Trail (Existing Shared-Use Path)

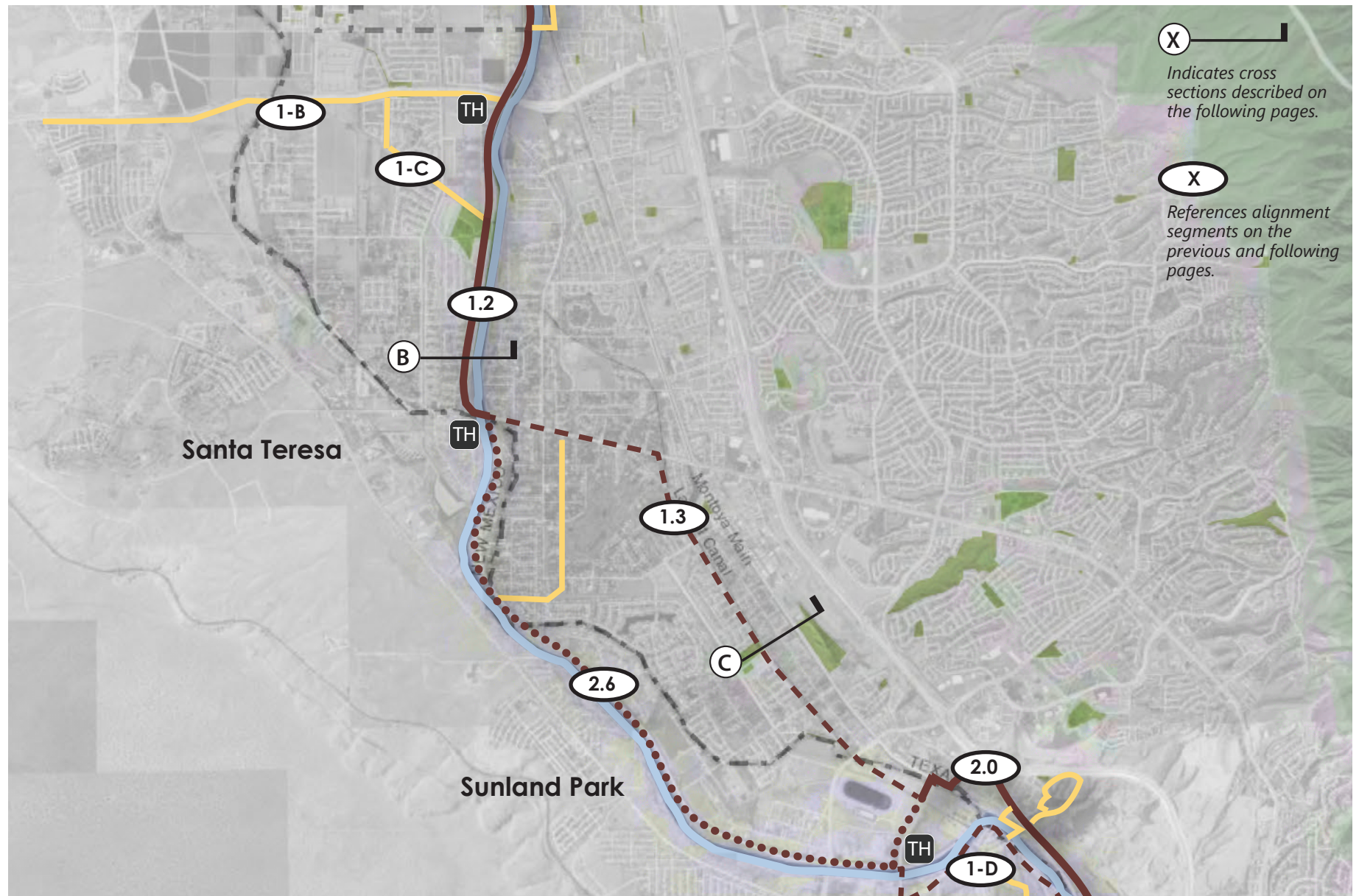
This rather unique facility runs along both sides of Artcraft Road from just west of the Rio Grande to the state line, and extends another two miles into New Mexico along the south side of the recently renamed Pete V. Domenici Memorial Highway. As noted below, it lacks only a ditch crossing to make it a major connection from the River Park Trail to the numerous neighborhoods

1-C Ellis/La Union Lateral Trail (Funded Shared-Use Path)

Located just south of Artcraft Road, this trail project recently approved by the City would extend from the River Park Trail approximately one mile northwest along the La Union irrigation lateral to a strip of park land that was once the Ellis Lateral. Completion of this connection will create a 1.5-mile trail loop connecting the Artcraft Trail to the Rio Grande River Park Trail.



See Map 15 for overall region alignments and legend.



MAP 17. UPPER VALLEY KEY MAP 2

1-D Mount Cristo Rey Trail (Existing/ Proposed Hiking Trail)

Although located in New Mexico, the 211-acre tract surrounding Mount Cristo Rey was once owned by the Diocese of El Paso and now is owned by Insights El Paso Science Center. The original path up the mountain dates to 1934 when the monumental cross on its peak was first envisioned. A new proposed trail could connect the primary alignment with the visitor center at Mount Cristo Rey as well as providing access to the Dinosaur Tracks area. See page 53 for enlargement and context.

TRAILHEADS AND PUBLIC TRANSIT

A key shortcoming of the existing Rio Grande River Park Trail is the lack of trailheads and access points. Along its current ten-mile length, only one parking area exists which might be construed as a trailhead parking area—although that is actually intended to serve a nearby trail facility (see Artcraft Road Trailhead description below). The addition of trailhead access points at regular intervals along the trail would greatly enhance its accessibility and use.

Vinton Road Bridge Trailhead (Proposed)

There is currently unofficial parking access on the east side of the river, both north and south of Vinton Road, where the trail currently crosses from one side of the river to the other. One or both of these parking areas could be formalized to provide well-defined parking and other trailhead amenities adjacent to the bridge for access to the PDN Trail and the river.

Artcraft Road Trailhead (Existing Parking/ Proposed Connection) Trailhead (Proposed)

According to County GIS records, a currently-

undeveloped 3.8-acre property just northwest of the Country Club Road bridge appears to be under private ownership, zoned S-D/SPC for mixed or special use. Depending upon how the property is developed, it might be possible to request or require the provision of either dedicated or shared-use parking for a potential trailhead along the river. Alternately, the City or County might consider purchasing part or all of the site for that purpose.

Racetrack Drive Trailhead (Existing/Proposed)

Located in Sunland Park, New Mexico, there is an existing loosely-defined gravel parking lot with two paved ADA-accessible parking spaces west of the Racetrack Road bridge, north of the river, which serves the short segment of existing trail in this area, as well as eight picnic tables located along it. Formalization of this parking area with trail signage and other improvements would benefit the trail system. Additional parking and/or trailhead facilities may also be possible in conjunction with a new parking lot at the planned wetland/wildlife refuge facility northeast of the Racetrack Drive crossing.

Bus Stops

Currently City of El Paso bus stops are located just east of the Rio Grande on Borderland Road, on both sides of the river along Country Club Road, and south of the river along McNutt Road at both Sunland Park and Racetrack drives. There are also several stops in the vicinity of Sunland Park Drive and Doniphan Drive.

Westside Transfer Terminal

El Paso's Sun Metro Al Jefferson Westside Transfer Center lies approximately 2.5 miles east of the river along Country Club Road/North Mesa Street, just

east of Interstate 10. This public transportation hub provides connections to multiple bus routes across the city.

NEARBY SCHOOLS AND INSTITUTIONS

Schools in walking distance include:

- Bill Childress Elementary School
- Canutillo Elementary School
- Canutillo Middle School
- Canutillo High School
- El Paso Community College – Northwest Campus
- Jose J. Alderete Middle School
- Jose H. Damian Elementary School
- Lincoln Middle School



Lincoln Middle School



TYPES

Shared-Use Path: A ten- to twelve-foot wide paved trail can accommodate multiple uses comfortably. Wide shoulders or a parallel unpaved trail can provide an alternative for trail users who prefer a softer surface.

Shared-Use Path along River Bank or Levee: The river banks (floodplain areas between the levees) provide a relatively even surface for the trail; however, due to the low, flat, grades in those areas, the trail surface should be elevated slightly above adjacent ground to minimize the potential for inundation and sediment deposition (which has been an ongoing problem for the existing segments of the River Park Trail). Given the low elevation of the trail between the levees along the Rio Grande, viewing platforms would provide an opportunity to view from a vantage point and may create an experience for trail users to interact with migrating wildlife and to observe the ecosystems of the river and riparian zone. These structures could reflect regional character and materials as well as integrate other amenities such as shade, seating, and bike repair stations.

An alternative to a floodplain alignment would relocate the path to tops of the adjacent levees. Levee tops also provide a relatively level and even surface for the trail, plus they offer an elevated vantage point for viewing the surrounding landscape. Surfacing would again be paved with asphalt or concrete, and widths would be similar, but a parallel unpaved maintenance road would likely be required. Trail grades up and down the levees for any lateral connections should remain below five percent to accommodate all users per ADA requirements. The parallel unpaved

Typical cross sections indicated by letters on previous maps.

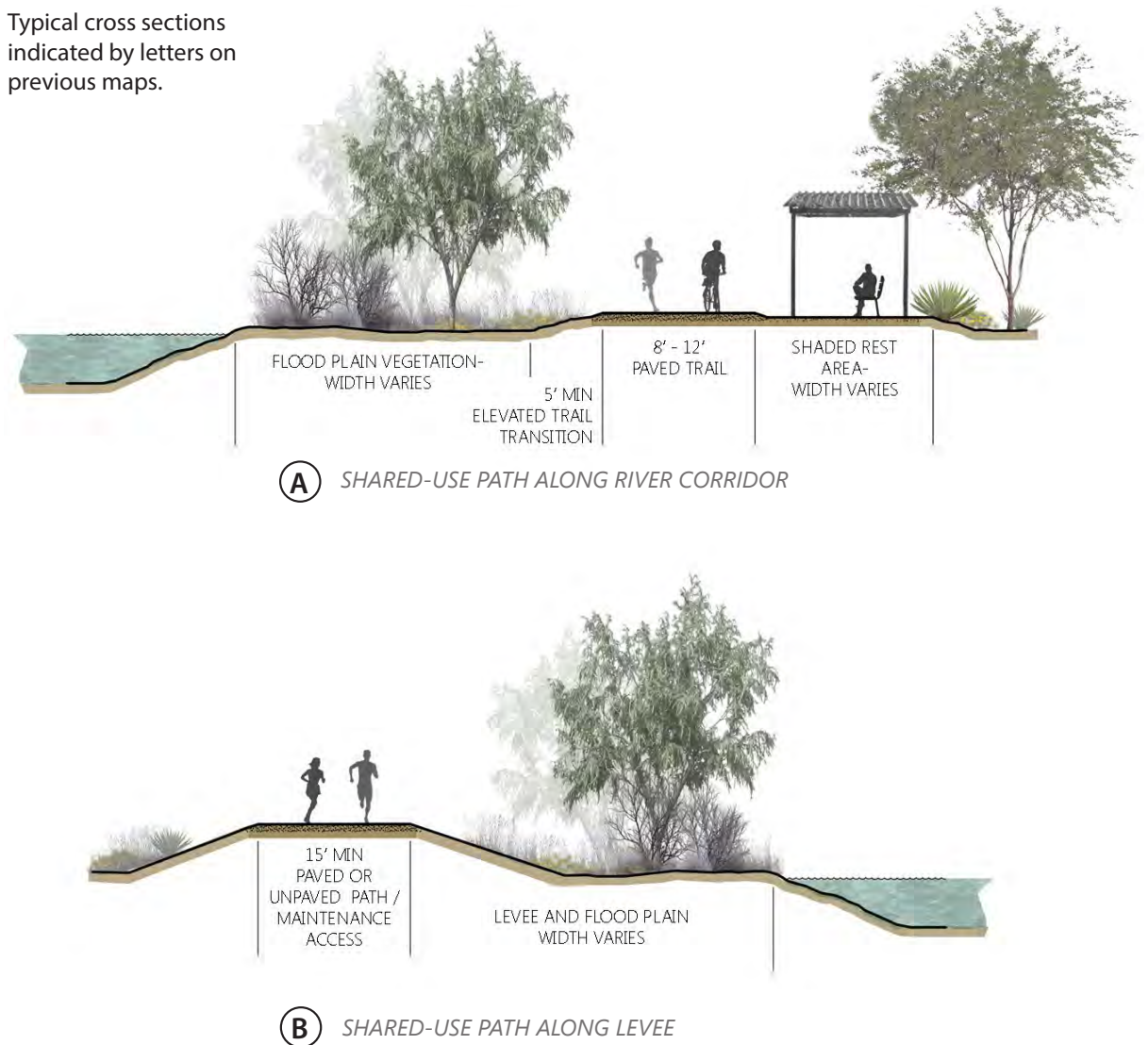


FIGURE 12. TYPICAL CROSS SECTIONS A & B – UPPER VALLEY

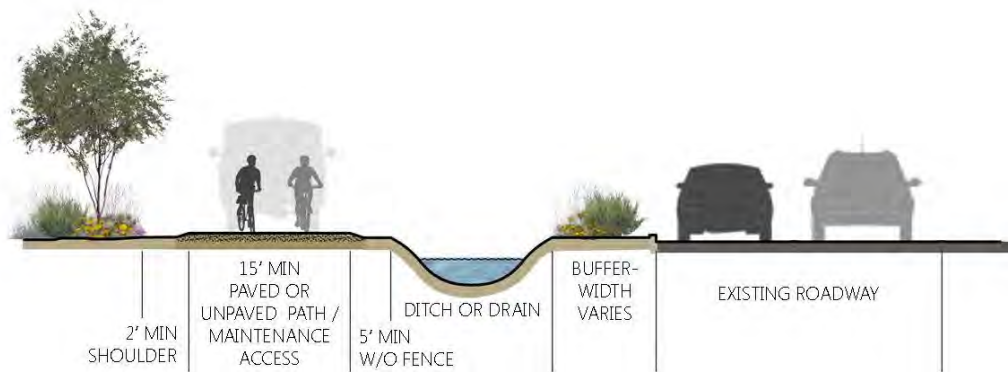
maintenance road can also accommodate runners and walkers who prefer a softer surface. For either the levee top or floodplain alignments, periodic shade nodes with seating should be added to allow trail users a chance to rest and get a reprieve from the intense sun typical of this area.

Shared-Use Path along Roadway: When located along a roadway, the trail configuration is known as a side path and should be set back at least five feet from the driving lane, and/or some form of separation (e.g., fencing, guardrail, etc.) should be added to distinguish the trail from the road. Care

should be taken to provide adequate signage at intersections to warn both drivers and trail users of potential conflicts when trail users are re-introduced to the road. Signalized intersections are also preferred for such crossings. Where the trail will cross existing railroad tracks, it should be brought close enough to the road so that it can take advantage of the existing crossing signal arms. In some cases, this may require narrowing the trail, with additional signage to warn of this condition.



Typical trail character along river corridor.



C SHARED-USE PATH ALONG ROADWAY CANAL

FIGURE 13. TYPICAL CROSS SECTION C – UPPER VALLEY



Typical trail character along levee.



TRAIL ENHANCEMENTS



Provide access to the Rio Grande.



Vistas of the Rio Grande from viewing platform.



Opportunities for public art on existing concrete structures.





Shaded rest stops.



Places to sit.



Enhanced trails and bike paths.



High and low-tech wayfinding options.



DOWNTOWN/UTEP DISTRICT

The Downtown/UTEP District is the most distinctly urban of the five districts, containing the highest density of attractions and amenities, and is also therefore the most complex. For simplicity, this district is described as two separate sub-districts in the following discussion. **UTEP** refers to the northern portion of the district and **Downtown** describes the southern half.

UTEP SUB-DISTRICT

CHARACTER

The UTEP section is characterized primarily by the University of Texas El Paso (UTEP), large industrial facilities, such as the power plant and waste water treatment facility, and rugged terrain along the Doniphan Road/Interstate 10 corridor. This area has a history of heavy industry exemplified by the railroads, the former ASARCO (originally formed as the American Smelting and Refining Company; now simply called ASARCO since its acquisition by a Mexican conglomerate) smelter property, and GCC (formerly CEMEX) cement plant. In contrast to these industrial sites, the main campus of UTEP is a highly urbanized area with a distinct campus identity and unique architectural building styles.



An aerial view shows the informal trail and road network near UTEP campus.





A potential on-street connection provides an opportunity for a future side path through UTEP campus.



In Downtown, the trail will be in the form of urban pedestrian pathways and on-street bicycle facilities.



The trail will have to navigate through underpasses.





POINTS OF INTEREST – UTEP



UNIVERSITY OF TEXAS EL PASO MAIN CAMPUS



UTEP's campus offers rich cultural resources including museums and galleries, the Chihuahuan Desert Botanical Garden and numerous music and theater performance spaces, as well as sports and recreational facilities. Don Haskins Center and Sun Bowl stadium serve as venues for both UTEP women's and men's intercollegiate athletic teams and major regional entertainment programming, ranging from traveling shows such as Cirque de Soleil to performing artists such as Elton John and the Rolling Stones.



OLD FORT BLISS/HART'S MILL



One of the most significant historic sites in the Southwest, this property encompasses the location of Oñate's original "Paso del Norte" crossing of the Rio Grande. The site was used prior to that time by the natives that traveled north and south along the Chihuahua trade route. It also includes Simeon Hart's grist mill, erected in 1849, which was the first industrial operation in El Paso, and historic Fort Bliss, where Buffalo Soldiers were stationed from 1866-1901. The adobe buildings at Old Fort Bliss are replicas of the original fort and serve as the center for a history program.



PASO DEL NORTE TRAIL



FUTURE UTEP EXPANSION



Now owned by UTEP, the property formerly occupied by the ASARCO plant is being looked at for possible future student housing and other uses.

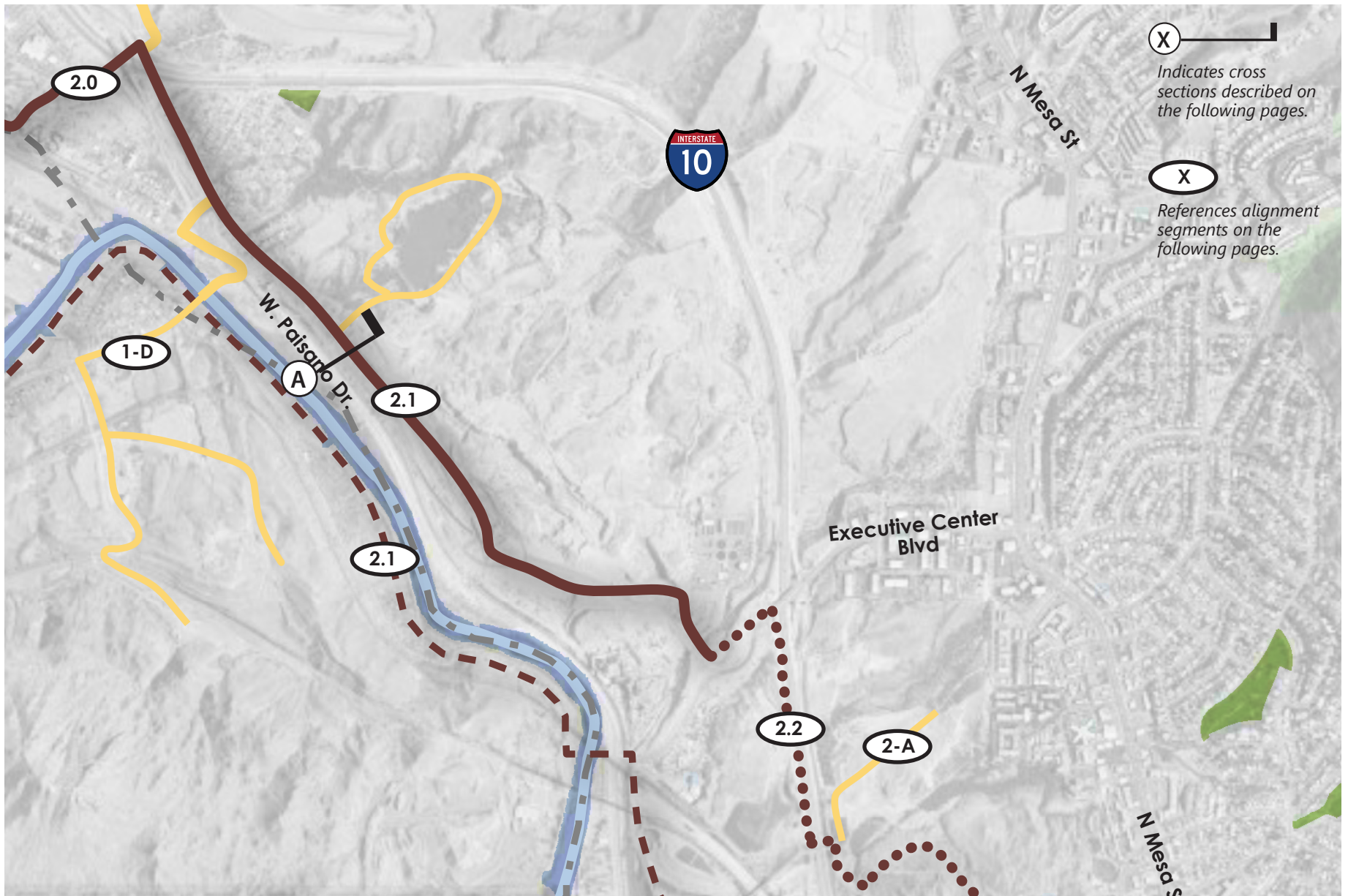


SMELTERTOWN AND SMELTERTOWN CEMETERY



Smelertown is the location of a small community that was developed by and for workers at the ASARCO smelter. The town was dismantled and residents relocated elsewhere in the 1970s, when the effects of exposure to lead and other pollutants from the smelter began to be understood. After the eventual closing of the plant in 1999 and demolition of the smokestacks in 2013, the most visible reminder of that past is the cemetery.

See Map 18 for overall region alignments and legend.



MAP 19. UTEP SUB-DISTRICT KEY MAP 1

TRAIL CONNECTIVITY

Through this reach the trail will meander along and under many of the Interstate 10, US Route 85, and Executive Center Boulevard overpasses as it makes its way towards the University area. Much of the terrain west of the University is rugged, undeveloped, and relatively steep.

PRIMARY ALIGNMENTS

2.0 Doniphan/Arroyo Alignment (Proposed Shared-Use Trail) TxDOT Shared-Use Path Extension at CEMEX Property along Paisano (Funded)

TxDOT has planned (and is currently constructing) an asphalt shared-use trail that will run underneath the new ramps being constructed for the intersection of West Paisano and Interstate 10. The trail will turn south and run parallel to West Paisano through the old CEMEX property (which will become a Boy Scout Camp) to the point where it intersects with Executive Center Blvd.

2.2 Executive Center to UTEP Segment (Proposed Shared-Use Trail)

Starting at Executive Center Boulevard, the proposed alignment turns northeast toward Interstate 10, and then south along the west side of Interstate 10 passing the Smeltertown cemetery, until it intersects with the existing 'Ore Bridge,' where it will cross the Interstate. East of Interstate 10 the trail begins to climb up a steep grade through the undeveloped property on the west side of the UTEP campus, following existing informal dirt roads up past the soccer fields at Charlie Davis Park and the Student Rec Center to Sun Bowl Drive. A possible constraint with this segment is the unknown future of the existing 'Ore Bridge'. To accomplish this alignment, a bridge crossing of Interstate 10 is critical. If the existing bridge cannot be used for any reason, there is an opportunity (albeit a much more costly one)

for an iconic new pedestrian bridge to span the freeway to make this connection—perhaps picking up on the theme established by UTEP's new steel "miner's pick" sculptures that bracket the roadway, for example. Similarly, if the current bridge can be used for the trail, there is opportunity to improve its aesthetics to enhance the visual identity of El Paso and showcase the PDN Trail.

2.3 Sun Bowl Drive – Student Rec Center to Schuster Avenue Segment (Existing/Proposed On-Street)

The proposed alignment follows Sun Bowl Drive from the recreation complex past the basketball and football stadiums, through several roundabouts, to West Schuster Avenue. From the Student Rec Center driveway to University Avenue the urban trail would utilize existing shared lane roadways (marked with "sharrows" to denote bikes share the road) and generally wide sidewalks. From University Drive to Schuster Avenue, the sharrows disappear, but the sidewalks continue. With some effort, this segment could be converted to a protected two-way cycletrack or sidepath.

2.4 Schuster Avenue – Sun Bowl to Prospect Street Segment (Proposed/Existing On-Street)

Turning left on Schuster Avenue, the alignment passes through yet another roundabout before turning right on Prospect Street. Although Schuster Avenue is not striped for bike lanes, its overall pavement width is such that it could be restriped to accommodate them, or at a minimum sharrows could be added to indicate a shared-use facility. Of particular interest in this reach, the wide sidewalks along Schuster Avenue do not follow the roadway through the aforementioned roundabout; instead they drop down and go beneath the roundabout through a three-way connection that also links to two parking lots and a meandering stairway that rises up to the main campus.

2.5 Prospect Street – Schuster Avenue to Interstate 10 (Existing On-Street)

Prospect Street passes through the Sunset Heights neighborhood—an established residential area, with on-street parking, decent sidewalks, and continuous striped bike lanes—before crossing into the Downtown area. The urban trail alignment would follow the existing facilities along Prospect to another crossing of Interstate 10, where the trail passes into the Downtown sub-district.

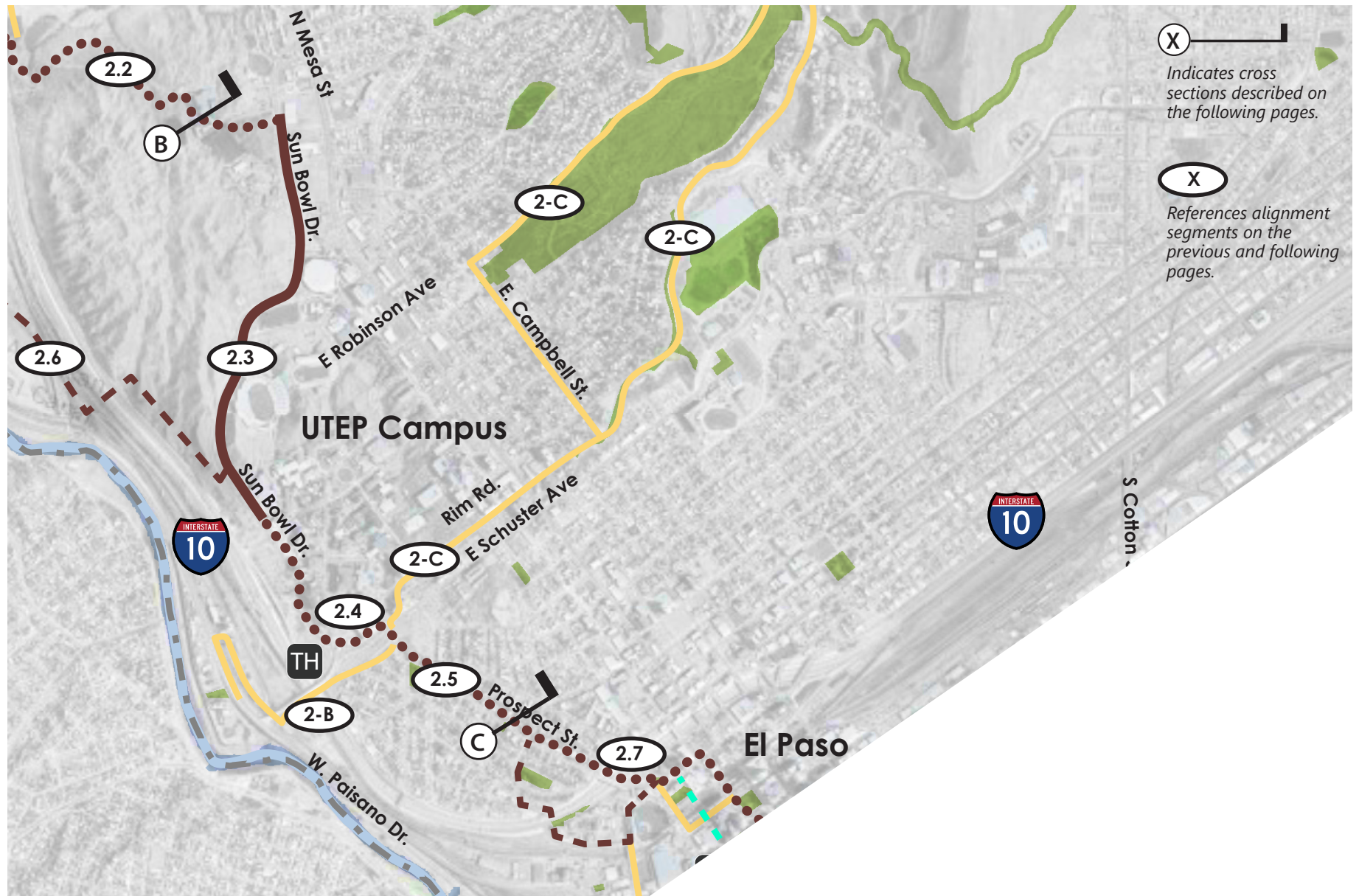
LOOP ALIGNMENTS

2.6 Brickland Road Loop (Proposed)

Diverging from the primary trail at Racetrack Drive, this loop crosses south over Rio Grande on the Racetrack Drive bridge and then heads east along the river's edge, crossing Anapra Road, and continuing south along Brickland Road along the river's edge. The alignment would cross under one or both of the elevated railroad trestles, and then cross east over the Rio Grande to Paisano Drive. Two options have been considered for this river crossing. Initial thoughts were that it could cross via an existing bridge known as the 'Brick Bridge' just south of the second railroad bridge; however, that bridge was recently reconstructed for use by the Border Patrol, and the new bridge did not make any accommodations for joint trail use. If shared use is not an option for that bridge, the other alternative would be to build a new river crossing between the two railroad trestles aligned with Executive Center Boulevard. This crossing location would better facilitate the use of the signalized intersection at Executive Center Boulevard and Paisano Drive, as well as the railroad tracks that run parallel to Paisano Drive. After crossing the railroad tracks, the trail would run south through the former ASARCO property (recently acquired by UTEP) and ultimately cross Interstate 10 to tie back into the primary alignment on Sun Bowl Drive.



See Map 18 for overall region alignments and legend.



MAP 20. UTEP SUB-DISTRICT KEY MAP 2

Depending on UTEP's eventual redevelopment plans for this area, several options may exist for the Interstate 10 crossing.

- **Option 1:** The first and simplest would be to stay to the north of the railroad tracks and continue along them to the southeast, rejoining the primary alignment at the 'Ore Bridge' Interstate 10 crossing discussed above.
- **Option 2:** Since two sets of railroad tracks bisect the property, it is likely that the redevelopment will ultimately include at least one grade-separated crossing of those tracks. If and when that occurs, a joint-use facility could be constructed that includes adequate width for a trail facility. From the east side of the tracks the trail could connect to the 'Ore Bridge' or a new crossing.
- **Option 3:** The trail would continue south along the west edge of the UTEP/ASARCO property, staying closer to the river as far as possible, before crossing the both Interstate 10 and the railroad tracks. This crossing is only feasible with the construction of a new (and lengthy) bridge—which would be another opportunity for an "iconic" statement.

A potential constraint to implementation of this loop is the American Eagle Brick Company property. As private property, it would require acquisition of an easement or right-of-way for the trail. While it would seem that keeping the trail close to the river might avoid that issue, even the IBWC—the agency controls the river and floodplain—seems unclear on who has the final say in this case. The uncertainty surrounding this issue influenced the recommendation to keep the primary alignment described above on the east side of the river.

SPUR TRAILS

2-A Future UTEP Student Housing Spur (Proposed Shared-Use Trail)

Just after crossing over the existing 'Ore Bridge' to the east side of Interstate 10, this spur could connect north and east into the future student housing area (proposed by UTEP), the Mission Hills and Montecillo neighborhoods, and businesses along Executive Center Boulevard. This connection from the primary alignment should be considered in any planning efforts of this development as it can serve as an asset for connecting the UTEP campus and greater PDN Trail network.

2-B Hart's Mill/Old Fort Bliss Spur (Proposed Shared-Use/On-Street)

This spur connects from the roundabout at Schuster Avenue via the Spur 1966 overpass west across Interstate 10 and the railroad tracks to Paisano Drive and into the Hart's Mill/Old Fort Bliss property. Although there is an existing shared-use sidepath that extends from Paisano Drive to the east side of the freeway, that path ends at a switchback ramp leading down to a UTEP parking area, leaving no option for connecting to the on-street alignment at Schuster Avenue. In order to make that connection, the shared-use path will need to be extended along the Spur 1966 roadway, or create an alternate route via Heisig Avenue to connect with the primary alignment at Prospect Street. This option would require minimal construction, since the first switchback landing on the ramp down to the parking area actually is almost level with and very close to Heisig Avenue. Construction of a short ramp from that landing east to Heisig Avenue would facilitate this connection at a much lower cost than extending a cantilevered path along Spur 1966.

2.6 Arroyo Park Spur (Proposed On-Street)

From the intersection of Schuster Avenue and Prospect Street, this spur jogs around the UTEP campus, connects to two hospitals (Providence and Las Palmas), connects to Rim Road, and follows this road east into the adjacent Rim-University and Kern Place neighborhoods to connect with park facilities at Tom Lea Upper Park and Billy Rogers Arroyo Park, as well as Scenic Drive at the south end of the Franklin Mountains. The loop is formed by continuing around the east end of Billy Rogers Arroyo Park and heading west again on East Robinson Avenue, before reconnecting to Rim Road via North Campbell Street. This loop offers attractive views of the city and foothills landscape.

TRAILHEADS AND PUBLIC TRANSIT

UTEP Campus Trailhead at Prospect Street/Sun Bowl Drive (Proposed)

A potential trailhead at this location could utilize existing parking at UTEP for PDN Trail access. Unless special provisions are made, use of this trailhead would be limited to those who possess a valid UTEP parking permit.

Bus Stops

Several City of El Paso bus stops are located within a block of the Sun Bowl alignment along North Mesa Street on the UTEP campus. Additional stops are located along Prospect at Schuster and Los Angeles Drive.

Glory Road Transfer Center

A Sun Metro bus transfer center is located approximately 0.3 miles east of Sun Bowl Drive along Glory Road, which runs between the football stadium and basketball arena. This facility offers connections to several local bus routes.



NEARBY SCHOOLS AND INSTITUTIONS

Schools in walking distance include:

- University of Texas El Paso
- El Paso Community College – Rio Grande Campus
- El Paso Conservatory of Music
- Vilas Elementary School

TPOLOGIES – UTEP

Shared-Use Path: A ten- to twelve-foot wide paved trail can accommodate multiple uses comfortably. Wide shoulders or a parallel unpaved trail can provide an alternative for trail users who prefer a softer surface.

Shared-Use Path at Underpass: In some cases, the trail will need to fit beneath highway overpasses between the roadway and bridge piers or abutments. Where adequate room exists, the tight spaces between the trail and the highway can be softened with a landscape buffer, and swales alongside the trail can capture runoff from the trail and/or roadway to sustain plantings. Where sufficient room for plantings is not available, the trail should be separated from the roadway by a curb or safety barricade of some sort (guardrail, post-and-cable, etc.).

Typical cross sections indicated by letters on previous maps.

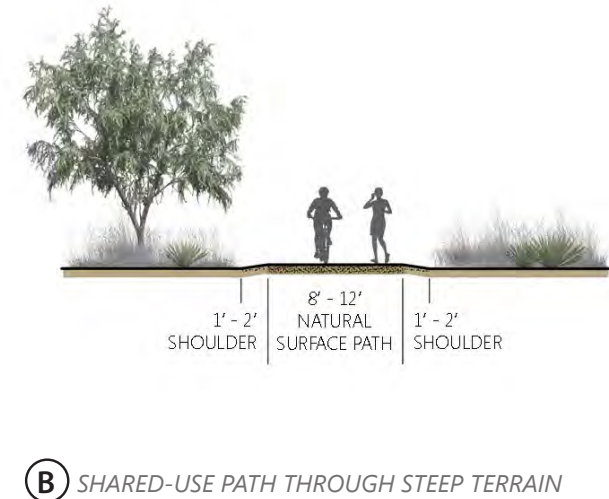
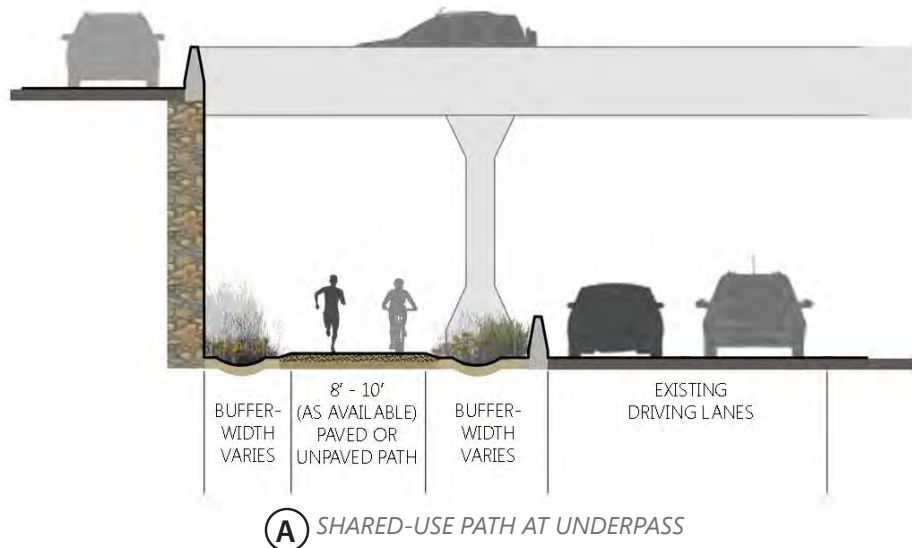


FIGURE 14. TYPICAL CROSS SECTIONS A & B – UTEP



Shared-Use Path through Steep Terrain: In areas near UTEP where the alignment will traverse steep and exposed hillsides, retaining walls and railings may be required to maintain grades under five percent. Periodic shade nodes with seating should be provided to allow trail users chance to rest and get a reprieve from the intense sun.

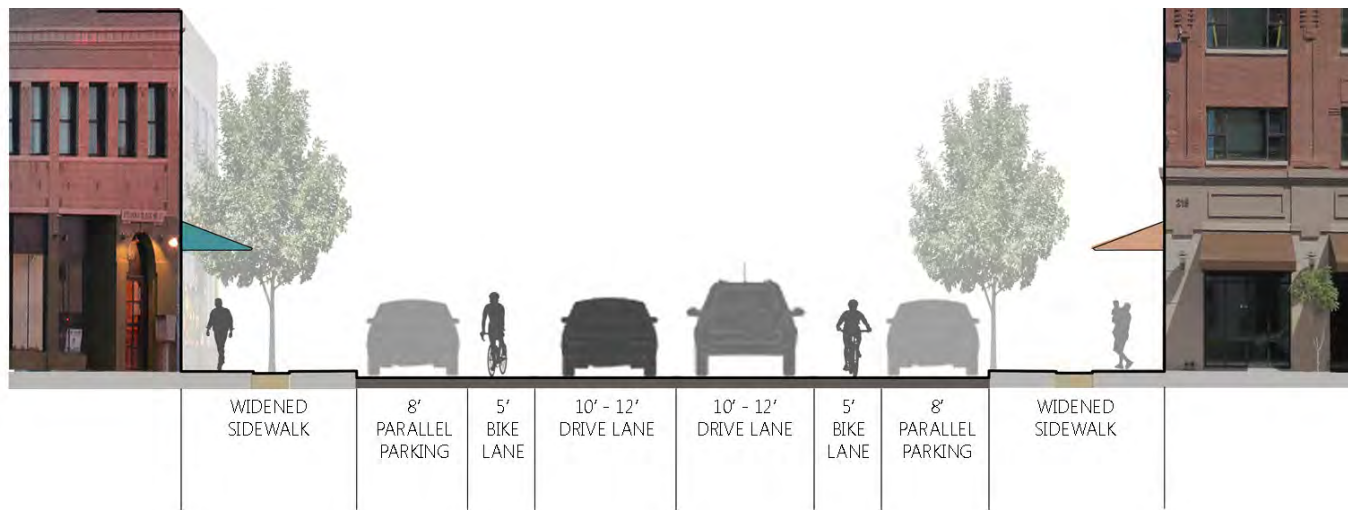
On-Street Bike Lanes with Sidewalks: Through the UTEP campus, existing conditions dictate that on-street facilities are utilized, at least in the short term. Currently part of the Sun Bowl alignment is marked for shared lanes intended to accommodate both cars and bicycles. This is a minimum level of designation; however, striped

lanes would be preferable for the entire reach. The route also includes fairly wide sidewalks through campus, so in the future it may be possible, with some utility relocations and minor right-of-way adjustments, to convert sidewalks on one or both sides of the road to shared-use side paths, changing this to an off-street segment.

South of UTEP, bike lanes and sidewalks already exist along Prospect Street, so all that would be required between Schuster and Interstate 10 is the addition of wayfinding signage.



Typical on-street bike lanes.



© ON-STREET BIKE LANES WITH SIDEWALKS

FIGURE 15. TYPICAL CROSS SECTION C – DOWNTOWN/UTEP



TRAIL ENHANCEMENTS – UTEP



There are many opportunities to utilize and improve underpasses for trails in this reach.



There are opportunities for single-track connector trails from UTEP to Billy Rogers Arroyo Open Space and Franklin Mountains.





The UTEP sub-district could use an iconic bridge. Some examples are shown.



"Share the road" markings called "sharrows" may be used on Downtown streets.



Co-located bike-share stations can attract new users.



DOWNTOWN/UTEP DISTRICT

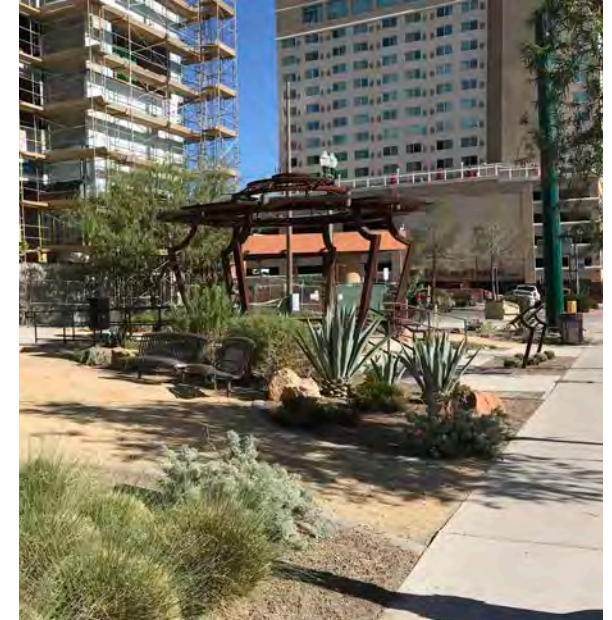
DOWNTOWN SUB-DISTRICT

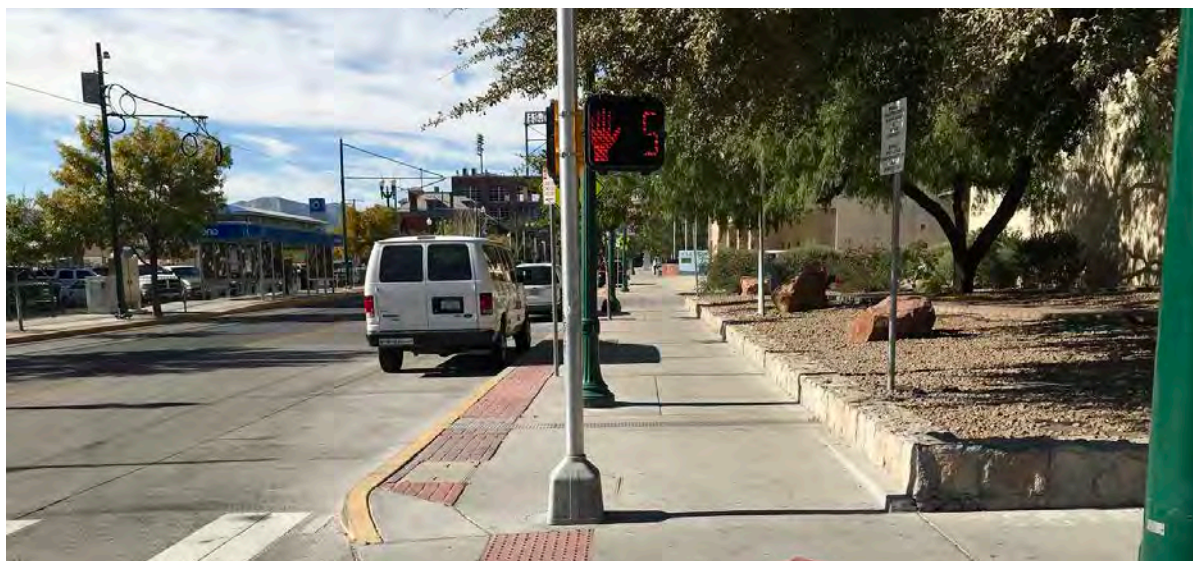
CHARACTER

The Downtown area is characterized primarily by a highly urban context as it transitions from the UTEP campus toward the Downtown core. Gridded street patterns, compact neighborhoods, and a dense urban environment, as well as an array of attractions and amenities like museums, international marketplaces, iconic plazas, and vibrant murals, make this area the heart of the PDN Trail. Although the dense fabric also precludes development of any new off-street trail facilities, the very urban nature of the area invites passersby to experience it at the street level. To that end, several options for different loops are presented, to provide users with opportunities to experience the city and its International District at a variety of levels. Wayfinding will be critical to direct trail users to and through the various loops and options available to them.



El Paso's Downtown offers many pedestrian amenities.





The Downtown alignment will utilize existing streets and sidewalks.



Downtown's International District has an active street front.



Downtown has many transit connections.



As the trail leaves the Downtown core, it will follow ditch roads again.



POINTS OF INTEREST - DOWNTOWN

MURALS



The Downtown area offers an array of attractions, museums, and cultural sites within a small area. Famous for its historic neighborhoods, plazas, marketplaces, and murals, the Downtown core is a major anchor for the PDN Trail. The walking trail proposed in this section will link several of El Paso's most famous murals.

SOUTHWEST UNIVERSITY PARK



This baseball stadium home to the El Paso Chihuahuas is located in the heart of Downtown. The PDN Trail will provide pedestrian and bicycle access to the games and events held here.

EL PASO MUSEUM OF HISTORY DIGITAL WALL



Located at the entrance of the El Paso Museum of History, the 3-D Digital Wall is a vast collection of images and videos exploring El Paso's past and present. It showcases El Paso's people and its many cultures on giant 3-D touch-sensitive screens.

SAN JACINTO PLAZA



This historic park is located on the corner of Oregon Street and Mills Avenue at the center of Downtown. A fiberglass sculpture by Luis Jiménez honors the city's colorful past when real alligators graced San Jacinto Plaza.

SEGUNDO BARRIO MARKETS



El Segundo Barrio is among the oldest neighborhoods in El Paso County, and is considered the birthplace of the Chicano movement in West Texas. Historic murals decorate local businesses and residences throughout the barrio and recount the neighborhood's history— from agrarian past to urban present.





IL International Loop

The International Loop is intended to become a unique tourist attraction allowing visitors to visit both sides of the border between the United States and Mexico and creating an international trail experience. This loop will be comprised of alignments on both sides of the border—the Downtown El Paso Loop on the United State's side and the Juárez Loop on Mexico's side.

The loop will link the Chamizal monuments in both Texas and Mexico, commemorating the Chamizal border agreement at its eastern edge. The loop will also connect many other attractions making it easy to walk to numerous destinations (see Map 22). On the Mexican side, it will pass Gran Plaza Juan Gabriel, Campo Don Guillermo "Chucus" Olascoaga sports complex, Benito Juárez Stadium, and connections to various plazas and markets. On the American side, it will overlap with segments of the Downtown/Chihuahuita Walking Loop (described on page 82) and pass El Paso Museum of History, El Paso Museum of Art, Southwest University Park stadium, and El Paso Convention and Performing Arts Center.

The International Loop will provide opportunities for trail users to cross the border at two points—the Santa Fe Bridge and the Bridge of the Americas. The Santa Fe Bridge, no longer located on Santa Fe Street, connects El Paso Street in El Paso to Avenida Benito Juárez in Juárez. Together these streets combine to form the Paseo de las Luces corridor. The loop then follows Avenida Ingeniero David Herrera Jordan into Ciudad Juárez, Mexico and follows the Rio Grande corridor south through the Parque el Chamizal. It then crosses back over the border into the United States via the Bridge of the Americas, where it passes through the Chamizal National Memorial in El Paso and next to Magoffin Home State Historic Site.

MAP 22. INTERNATIONAL LOOP MAP

POINTS OF INTEREST - INTERNATIONAL LOOP

CHAMIZAL NATIONAL MEMORIAL (U.S.)



This 55-acre memorial park honors the peaceful resolution of the Chamizal Dispute—a century-long border dispute between the United States and Mexico that arose when flooding caused the Rio Grande to change its course between the cities of El Paso and Ciudad Juárez. The site serves as a cultural center containing a museum, art galleries, an indoor theater, an outdoor amphitheater, and soft-surfaced hike and bike trails throughout the park.

PARQUE EL CHAMIZAL (MEXICO)



Also in honor of the resolution of the Chamizal Dispute, a 220-acre memorial park, Parque Público Federal 'El Chamizal,' was created on the Mexican side of the international boundary.

MAGOFFIN HOME STATE HISTORIC SITE (U.S.)



Magoffin Home State Historic Site explores the stories of a multicultural family who actively participated in United States expansion and settlement, military service, trade on the Santa Fe–Chihuahua Trail, Civil War turmoil and United States–Mexico relations. The 1875 home is a prime example of Territorial style architecture.

LA EQUIS (MEXICO)



The International Loop will run through Parque El Chamizal in Ciudad Juárez, Mexico and provide a view of "La Equis" or 'The X', a sculpture representing the integration of Spanish and Aztec cultures.

PASEO DE LAS LUCES 'PROMENADE OF THE LIGHTS' (U.S.)



Based on a concept dating from the 1980s, this corridor intended to create closer ties between the Downtown areas of El Paso and Juárez and celebrate the area's heritage. It is moving closer to fulfilling its original intent. Currently marked with blue signs denoting the corridor, it received new life in the form of a \$6.4 million investment approved by the El Paso City Council in early 2018.

ESTADIO OLIMPICO BENITO JUAREZ SOCCER STADIUM (MEXICO)



Estadio Olímpico Benito Juárez Soccer Stadium in Ciudad Juárez, Mexico is a multi-purpose stadium home of Fútbol Club Juárez and is used mostly for soccer matches and concerts. This popular destination will be accessed via the International Loop to serve both Juárez and El Paso.



PASO DEL NORTE TRAIL

TRAIL DISTRICTS & SUB-DISTRICTS 79

See Map 21 for overall region alignments and legend.



MAP 23. DOWNTOWN SUB-DISTRICT KEY MAP

TRAIL CONNECTIVITY

PRIMARY ALIGNMENTS

2.7 ***Prospect Street – Interstate 10 to Santa Fe Street (Existing On-Street)***

Continuing from the UTEP sub-district, this existing on-street facility crosses Interstate 10 and continues to the intersection with North Santa Fe Street across from Cavalryman Triangle Park. Both sides of the two-way street have existing striped bike lanes. An important consideration for this segment is the unknown future for the bridge crossing Interstate 10. TxDOT is currently considering removal of the of the bridge as one of several options for reconfiguring roadways in the area. If removed, this may be an opportunity to construct a new (and potentially noteworthy) pedestrian bridge that spans Interstate 10 at that same location. Additionally, if the current bridge remains, there is opportunity to add signage or additional graphic enhancements to identity it as part of the PDN Trail.

2.8 ***Missouri Avenue – Oregon Street Segment (Proposed On-Street)***

Beginning at the intersection of Prospect and Santa Fe streets, the trail will jog south along Santa Fe Street approximately 150 feet to Missouri Avenue, where it will turn east for two blocks to Oregon Street. It will then follow Oregon Street south, passing San Jacinto Plaza, until it intersects with San Antonio Avenue. The Prospect/Santa Fe intersection is somewhat tricky, given the odd angle and the proximity to the Missouri Avenue intersection just to the south. Given that complexity, rather than directing cyclists through those intersections on the roadway, it might be

preferable to utilize the wide (approximately 15 feet) sidewalk on the west side of Santa Fe Street to make the short connection to Missouri Avenue. This area has been upgraded for heavy pedestrian use due to its proximity to Southwest University Park, the stadium where the El Paso Chihuahuas play.

Missouri Avenue presents another challenge, in that it is a one-way street with westbound traffic, only. The roadway currently accommodates two travel lanes and parallel parking on both sides. The preferred configuration for accommodating the RGT would be to eliminate the parking on one side of the street and add a buffered **two-way cycle track** on the south side of the road. If the addition of the cycle track option is not approved, the alternative would be to create a one-way bike lane loop using Santa Fe Street and Main Drive as the southbound and eastbound legs, and Oregon Street and Missouri Avenue as the northbound and westbound legs.

2.9 ***San Antonio Avenue – Magoffin Avenue Segment (Proposed On-Street)***

From Oregon Street, the alignment would turn east on San Antonio Avenue, jog south for five blocks, and then angle northeast onto the less heavily trafficked Magoffin Avenue. It would follow Magoffin Avenue for another ten blocks, passing the Magoffin Home State Historical Park and crossing an abandoned railroad spur just before jogging south for two block on Lee Street to rejoin on San Antonio Avenue. The paved portion of San Antonio Avenue ends after one block at Dallas Street; however, the trail would continue through the San Antonio right-of-way until intersection with another set of railroad tracks and the Franklin Canal.

2.10 ***Franklin Canal - Dallas Street to US Route 54 (Proposed Shared-Use Trail)***

Beginning at the convergence of the San Antonio right-of-way, Burlington Northern Santa Fe (BNSF) Railroad track, and the Franklin Canal, the trail will run east along the north bank of the Franklin Canal approximately one and a quarter-mile to the point where the canal dives underground at the US Route 54 (Patriot Freeway) interchange. This reach of the canal is highly urbanized and confined on both sides by fences with residential lots just beyond. It is also elevated above the surrounding land through most of the reach, and has multiple ramped road crossings that will complicate construction of the trail.

2.11 ***Franklin Canal Detour – US Route 54 Undercrossing (Proposed Shared-Use Trail)***

Since the Franklin Canal passes under US Route 54 in a culvert, the trail will follow the freeway embankment around the edge of the Zavala Elementary School property (which will require coordination with the school to reconfigure a corner of their parking lot) to Alameda Avenue, where it will cross under the highway, and then follow the east side of Gateway Boulevard back to the Franklin Canal. This alignment continues in the Zoo/Playa Drain District.



LOOP ALIGNMENTS

2.12 *Sunset Heights Loop (Proposed On-Street)*

This route will serve as both a loop and an alternate route or shortcut to get across Interstate 10, especially in the event that the Prospect Street freeway crossing is removed. The alignment diverges from Prospect Street at Los Angeles Drive, passes John Karr Park, and crosses Interstate 10 via an underpass on Missouri Avenue/Franklin Avenue to connect directly with the Downtown core west of the Southwest University Park stadium. At that point it turns south to follow the colorful pedestrian path along Durango Street, and then east along Overland Avenue to reconnect with the primary alignment on Oregon Street. The loop runs through the Sunset Heights neighborhood and will serve as a connection to this area.

2.13 *Downtown/Chihuahuita Walking Loop (Existing Pedestrian Paths/On-Street Sidewalks)*

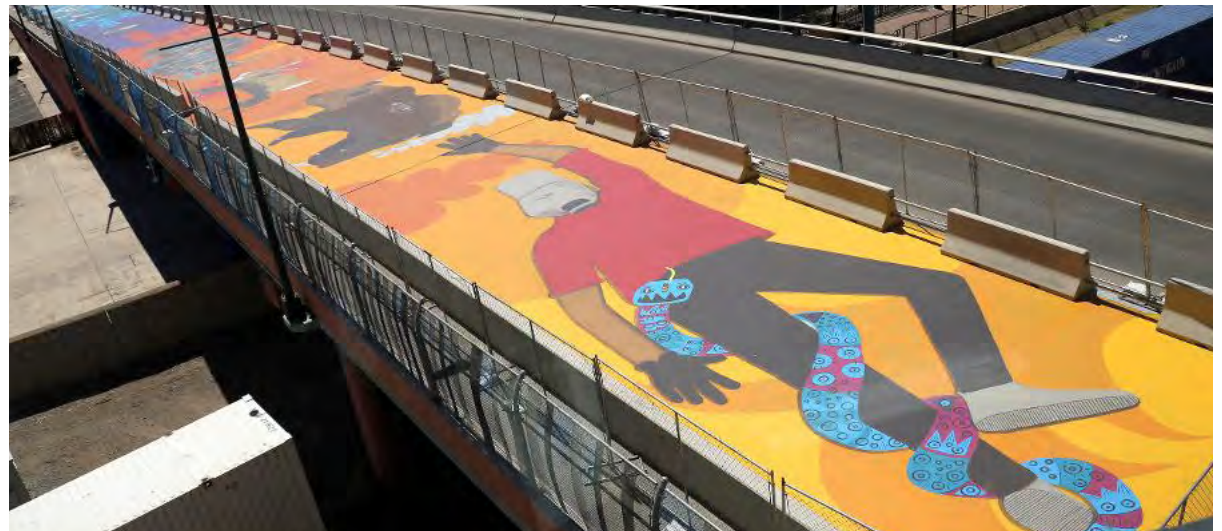
In order to better showcase El Paso's vibrant Downtown, a separate walking trail has been proposed that will provide linkages to numerous parks, schools, and cultural centers, as well as offer visitors a sampling of many of the historic neighborhoods in Downtown. Beginning at the intersection of Missouri Avenue and El Paso Street, the walking loop would take advantage of the mid-block pedestrian path that winds between the Main Library and the History Museum, passing Cleveland Square Park before rejoining El Paso Street for a block and crossing over the depressed Union Pacific Railroad tracks. At Main Drive the route again becomes an off-street pedestrian corridor that passes the El Paso Museum of Art, the Plaza Theater, and Pioneer Plaza. The route rejoins El Paso Street yet again, and continues

south through an area rich with classic border shops and markets, before turning east on 6th Avenue, just before the Santa Fe International Bridge. From 6th Avenue the walking trail jogs south two blocks to Olivas V Aoy Avenue/8th Avenue, at which point it heads east past Armijo Park, Library, and Recreation Center, and through the Avenue's medians—a linear park containing the Paseo de los Heros Park. At Saint Vrain Street, the route turns north for nine blocks, crossing the BNSF rail yards before jogging west at San Antonio Avenue to Virginia Street, where it rejoins the primary alignment along Magoffin Avenue.

2.14 *6th Avenue – Border Highway Loop (Proposed On-Street/Funded Shared-Use Trail)*

From the Oregon Street/San Antonio Avenue intersection, an alternate loop route can take trail users deeper into the international district, while providing access to more schools. It takes

advantage of a shared-use trail that is being planned by TxDOT. The loop continues south along Oregon Street as an on-street/sidewalk facility, and turns east on 6th Avenue, passing the La Fe Preparatory School and the Boys & Girls Club of El Paso to the Cotton Street/Nino Aguilera Street intersection. The trail would continue past the track and soccer field at Guillen Middle School along the west side of the Cesar Chavez Border Highway. Here TxDOT has planned a new shared-use trail in conjunction with the construction of a new grade-separated roadway bridge at Delta Drive and the BNSF railroad tracks, which will connect Guillen Middle School to Bowie High School and Chamizal National Memorial. From the Chamizal Memorial, the alignment would again become an on-street facility following San Marcial Street north to join the primary alignment along the Franklin Canal. A small existing pedestrian bridge would facilitate crossing of the canal to join the trail on the north side of the canal.



Durango Street Bridge Walkway

Source: El Paso Chihuahuas



SPUR TRAILS

2-D Rail Trail Spur (Proposed Shared-Use Trail)

A proposed trail would follow the existing railway line from the planned TxDOT Border Highway Trail along the BNSF railroad corridor west of Bowie High School north to the primary alignment along Alameda Avenue. Future extensions could take it through the Union Pacific yards south of Interstate 10 and all the way north to Memorial Park. This would be a long-term connection, as these railroad tracks are still used by the railroads.

TRAILHEADS AND PUBLIC TRANSIT

Downtown/San Jacinto Plaza Trailhead (Proposed)

Although parking options would be limited, a potential trailhead located adjacent to the plaza or in adjacent Downtown parking garages could provide bicycle parking for users of the PDN Trail and provide an opportunity to visit to Downtown or to attend events in the plaza. Signage and information kiosks would enhance its usability for this purpose.

San Antonio Trailhead at Franklin Canal (Proposed)

Although currently being used for trailer storage related to the recycling operation next door, there appears to be adequate room for a potential trailhead where Franklin Canal crosses the San Antonio Avenue right-of-way.

San Antonio Avenue/Stevens Street Trailhead (Proposed)

An empty lot on the south side of the Franklin

Canal at the Stevens Street on-ramp to the Interstate 110 frontage road could provide another opportunity for a trailhead parking area. Although Stevens Street becomes one-way southbound at the canal, the lot is also accessible from the east end of San Antonio Avenue, just before it dead-ends at the freeway embankment.

Chamizal National Memorial Trailhead (Existing Parking Lot)

The existing parking area in the park provides ready access to the trails within Chamizal National Memorial, which in turn connect to the proposed loop route along San Marcial Street. Information kiosks with trail signage and border crossing information could be added to facilitate the International Loop.

Bus Stops

Several bus stops are located at regular intervals along Oregon Street, San Antonio Avenue, and Magoffin Avenue. Although no stops are located along the Franklin Canal, there are two stops near the east end of this trail section's reach—one near the proposed San Antonio Avenue/Stevens Street trailhead, and one along the trail detour up to Alameda Avenue. Other bus stops are located throughout Downtown within easy walking distance of the various loop trail alignments.

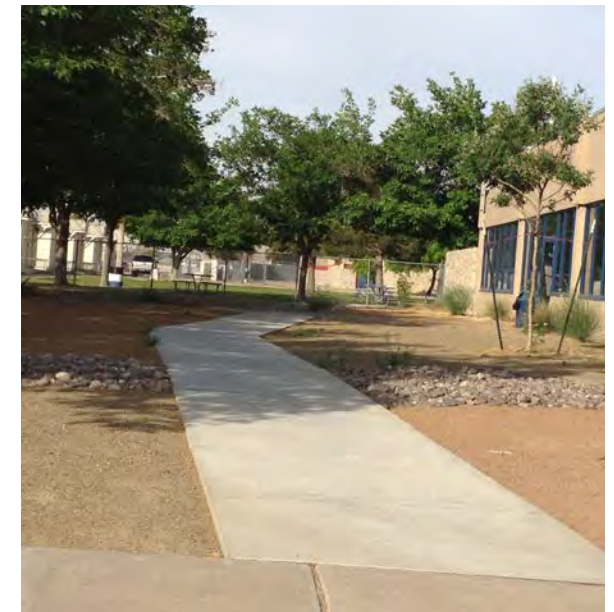
Bert Williams Downtown Santa Fe Transfer Center

Located on Santa Fe Street between 3rd and 4th avenues, this public transportation hub serves Downtown and is just a block from the proposed Downtown/Chihuahueta Walking Loop.

NEARBY SCHOOLS AND INSTITUTIONS

Schools in walking distance include:

- Texas Tech College of Architecture
- La Fe Preparatory School
- Aoy Elementary School
- Hart Elementary School
- Vista Hills Elementary School
- San Jacinto Adult Learning Center
- Guillen Middle School
- Douglass Elementary School
- Beall Elementary School
- Bowie High School
- Zavala Elementary School
- Lydia Patterson Institute



Bowie High School



TYOLOGIES – DOWNTOWN

Two-way Street with Designated Bike Lanes and Parallel Parking: Conventional bike lanes provide a striped lane for bicycle traffic while maintaining existing vehicle movement and parking. For a higher level of safety, these lanes can be widened and/or a buffer can be added to provide additional distance or physical barriers between bicycles and moving vehicles. Buffers can be in the form of flexible bollards or raised curbs; however, these buffers would not be possible in conjunction with on-street parking, such as along Prospect Street. Pedestrian access is accommodated through the use of adjacent sidewalks, which may require some improvements to meet ADA accessibility requirements.

Two-way Protected Cycle Track: A two-way cycle track is a physically separated on-street path that allows bicycle movement in both directions along one side of a road. Two-way cycle tracks share some of the same design characteristics as one-way bike lanes, but may require additional considerations at driveway and side street crossings, where drivers turning onto the street may only be looking in one direction. As with bike lanes, sidewalks typically provide pedestrian access along streets with cycle tracks.

Shared-Use Path on Urban Canal: As with other shared-use paths, a ten- to twelve-foot wide paved trail can accommodate multiple uses comfortably. Since the ditch banks are also used by maintenance vehicles, coordination with the maintaining agency would be required to determine whether maintenance can be done from one side of the ditch, reserving the other side for trail use, or whether the paved trail surface will also need to be able to withstand maintenance vehicular traffic. In either case, the unpaved ditch bank opposite the trail can provide an alternative for runners or other trail users who prefer a softer surface.

Typical cross sections indicated by letters on previous maps.

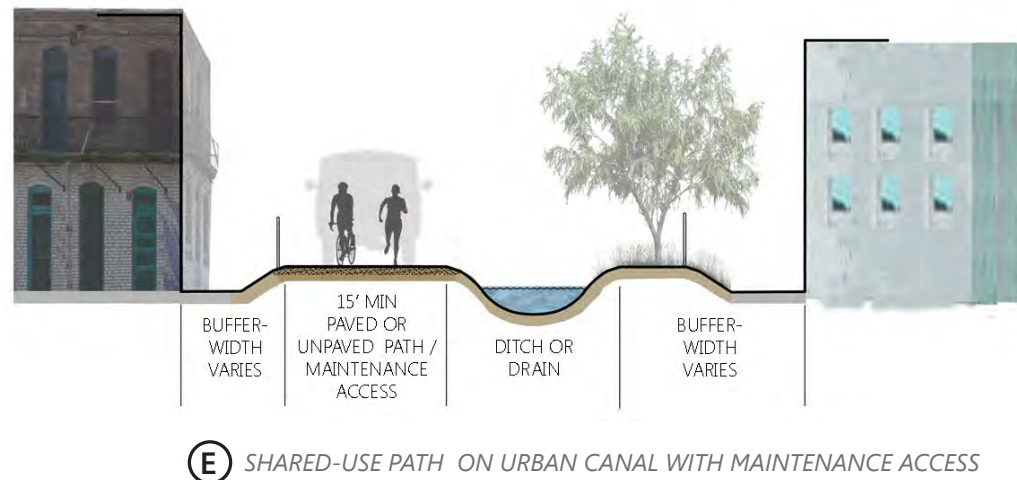
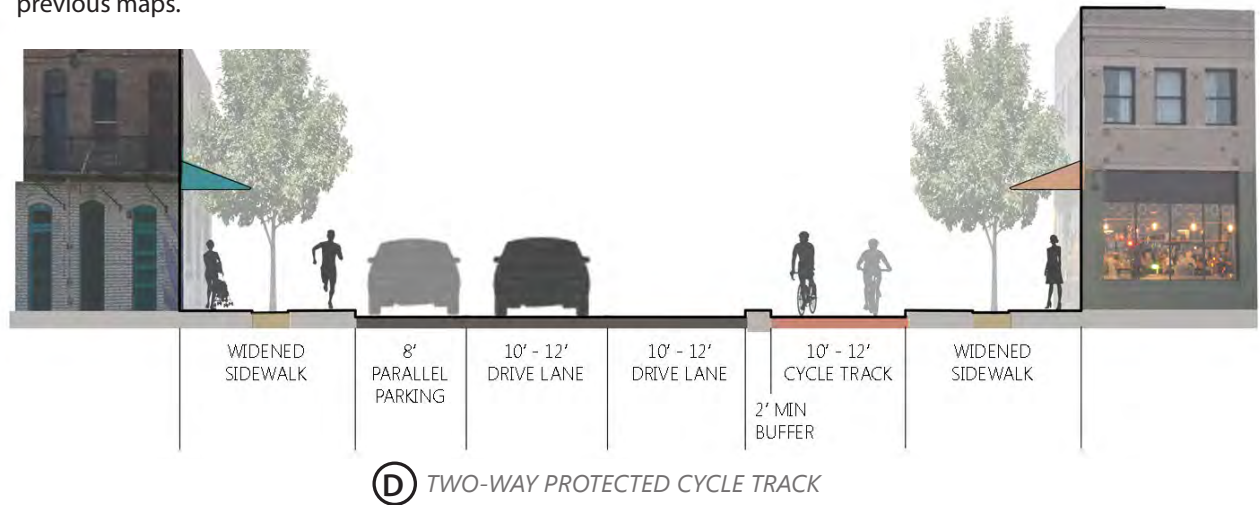


FIGURE 16. TYPICAL CROSS SECTIONS D & E – DOWNTOWN



TRAIL ENHANCEMENTS



Crosswalks and pedestrian paths offer opportunities for local artistic expression.



Colorful overlays call attention to bike lanes.



A Downtown Walking Loop will provide a taste of El Paso's international flavor.



Murals can add to the local character.



There will be opportunities for parklets along the trail.



ZOO/PLAYA DRAIN DISTRICT

CHARACTER

Bounded by the US Route 54 (Patriot Highway)/ Interstate 110 interchange in the northwest and Zaragoza Road in the southeast, the Zoo/Playa Drain District is characterized by the transition from the urban context around the El Paso Zoo and the developing Medical Campus of the Americas to a semi-rural, industrial setting where canals still connect the older neighborhoods east of Downtown. The PDN Trail will run almost entirely along the drains and canals, with a few on-street connections connecting through neighborhoods and along parks where no canals exist.



Numerous irrigation and drainage canals offer many trail connection options.



The newly constructed Playa Drain Trail will serve single- and multi-family residential areas.





Ascarate Park is a centerpiece of this district.



Pueblo Viejo Linear Park offers ample trailhead parking and an existing path that follows the route of a former irrigation ditch.



An existing section of a shared-use path along Playa Drain at Shawver Park provides off-street bicycle facilities.





KEY MAP

POINTS OF INTEREST

- El Paso Zoo
- Ascarate Park
- Medical Campus of the Americas

LEGEND

- PDN Spine Alignment (Proposed)
- PDN Spine Alignment
- PDN Loop Alignment
- PDN Spur Trail
- Historic Camino Real
- Transportation Transfer Center
- Point of Interest
- School
- Trail Head
- El Paso City Limits
- Parks
- Rio Grande



MAP 24. ZOO/PLAYA DRAIN DISTRICT OVERVIEW

POINTS OF INTEREST



EL PASO ZOO



This 35-acre zoo is home to over 200 species of animals, from indigenous to exotic. Together with adjacent Washington Park, the zoo provides educational and recreational opportunities for local residents and visitors.



MEDICAL CAMPUS OF THE AMERICAS



The MCA campus is being developed by the non-profit Medical Center of the Americas Foundation as a “world-class biomedical campus” near the Interstate 10/110 interchange in El Paso. Encompassing several existing medical institutions, the foundation is working toward fulfilling a master plan to develop a cohesive 440-acre campus that will draw on the resources of the many nearby medical research and higher education institutions, including UTEP, Texas Tech University Health Sciences, New Mexico State University, and several universities in Ciudad Juárez.



J.P. SHAWVER PARK



This 30-acre park includes the William W. Cowan Aquatic Center, in addition to tennis and basketball courts, soccer and baseball fields, a covered playground, and a group picnic shelter. Situated between the Playa Drain and Loop 375 Expressway (Border Highway), it is across the street from one of the first built segments of the Playa Drain Trail alongside Independence Drive.



ASCARATE PARK AND LAKE



Totaling more than 400 acres, Ascarate Park features an 18-hole golf course and a 9-hole executive course, a 48-acre surface lake and lakeside boardwalk, fully-equipped aquatic center, playgrounds, and picnic facilities.



PASO DEL NORTE TRAIL

TRAIL DISTRICTS & SUB-DISTRICTS 89

See Map 24 for overall region alignments and legend.



MAP 25. ZOO/PLAYA DRAIN DISTRICT KEY MAP 1

TRAIL CONNECTIVITY

PRIMARY ALIGNMENTS

3.0 **Franklin Canal – US Route 54 to Ascarate Park (Proposed Shared-Use Trail)**

Almost as soon as the Franklin Canal re-emerges from under US Route 54, it turns south and cuts through the middle of the El Paso Zoo. This provides a prime opportunity to connect to the popular destination; however, access control will need to be addressed at the two existing bridges that cross the canal, linking the two halves of the zoo. Once through the zoo, the alignment continues along the Franklin Canal as it runs parallel to Paisano Drive past Jefferson High School to Alameda Avenue. At this point, two options exist for continuing along the canal:

- **Option 1:** Cross Alameda Avenue via sidewalks along a newly constructed roundabout and continue along the canal behind several local businesses. This option would require an unprotected at-grade crossing of Paisano Drive (or would require a short detour up to the signalized Paisano Drive/El Paso Drive intersection).
- **Option 2:** Continue east along Alameda Avenue/Paisano Drive to a second roundabout (where Paisano Drive splits off to the north) and then follow Paisano Drive back to the canal. Although the configuration may be somewhat confusing, there are ten-foot wide sidewalks that could serve as the trail surface through both roundabouts, as well as “HAWK” signalized crosswalks for the actual road crossings.

After crossing Alameda Avenue and Paisano Drive, the trail follows the canal along El Paso Drive until El Paso rejoins Alameda Avenue near Delta Drive. The trail would cross under Delta Drive and continue another 800 feet to the Valley Gate

Lateral, where it would turn southwest toward Ascarate Park. The Valley Gate Lateral connection to the Playa Drain would require an at-grade, mid-block crossing of Alameda Avenue, which could be improved by adding HAWK signals like those at the two roundabouts to the west.

3.1 **Playa Drain Trail – Ascarate Park to Riverside High School (Funded Shared-Use Trail, Under Construction)**

Beginning in 2016, the Paso del Norte Health Foundation became involved in the development of a plan and design for a trail along the Playa Drain—a former underutilized irrigation and storm drainage channel that travels through the Mission Valley area of El Paso. The total length of the proposed trail alignment at this time is 8.3 miles, with the first phase consisting of a 3.4-mile segment that begins at Ascarate Park and travels south to Riverside Park/Riverside High School. Funding for construction of Phase 1 of the trail is through a partnership between the Paso del Norte Health Foundation, the City of El Paso, and the El Paso Water Utility. As designed, this segment of trail will end at Vocational Drive, along the north edge of the high school, where it will connect east to Alameda Avenue via widened sidewalks.

3.2 **Playa Drain Trail – Alameda Avenue Connection (Proposed On-Street/Shared-Use Trail)**

Since the Playa Drain no longer continues across the Riverside High School property, options for continuing beyond the school are limited. The in-progress Phase 1 segment described above ends at Vocational Drive and Alameda Avenue, and the Playa Drain resumes a short distance to the south, thus the most direct connection is to follow Alameda Avenue two blocks southeast where the Playa Lateral Canal crosses under the roadway. Alameda Avenue does not currently have bike

lanes, but crossing the busy roadway twice to take advantage of bike lanes (for westbound trail users) would not be recommended in any case; therefore a sidewalk connection would be the preferred solution. Existing sidewalks through this 1700-foot reach vary in width and are often supplanted by wide driveways into adjacent businesses, so sidewalk improvements such as widening and curb ramp replacement would be highly recommended. For trail users who are not comfortable traveling along a major arterial roadway, an alternative route along Mimosa Avenue and Knights Drive is described in the Loop Alignments section that follows.

3.3 **Playa Drain Trail – Alameda Avenue to Yarbrough Drive (Proposed Shared-Use Trail)**

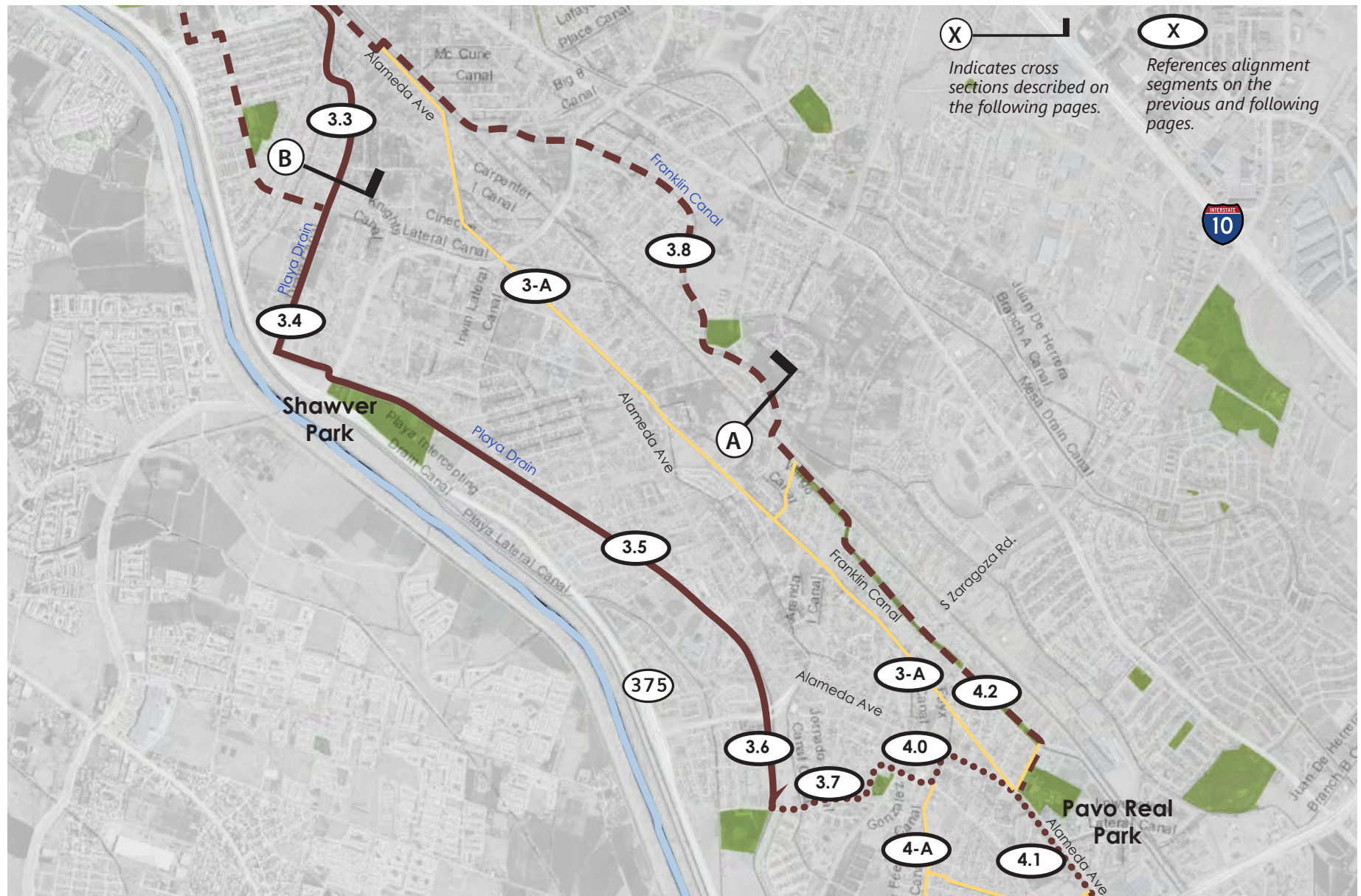
From Alameda Avenue, the primary alignment follows the Playa Lateral Canal for a short distance before jogging over along a small ditch that runs along the Cesar Chavez Academy property and rejoining the Playa Drain. From there the trail would follow the Playa Drain south almost to the Border Highway, where it again turns west and crosses South Yarbrough Drive via an at-grade crossing at Independence Drive.

3.4 **Playa Drain Trail – Yarbrough Drive to Whittier Drive (Existing Shared-Use Trail)**

In 2016, the City of El Paso constructed nearly a mile of paved trail along the northeast side of Independence Drive, in keeping with the Playa Drain Trail Master Plan that was concurrently under development. The trail provides local connections to J. P. Shawver Park across Independence Drive; however, the paved trail stops just short of the roadways at either end, so ramp construction would be needed to facilitate eventual incorporation into the PDN Trail system.



See Map 24 for overall region alignments and legend.



MAP 26. ZOO/PLAYA DRAIN DISTRICT KEY MAP 2

3.5***Playa Drain Trail – Whittier Drive to Ysleta High School (Proposed Shared-Use Trail)***

It should be relatively simple to extend the trail another half-mile from Whittier Drive to Ysleta High School, just east of South Davis Drive, following the same design parameters as the constructed segments to the west. However, the Playa Drain goes underground beneath the school property—a corridor that consists of driveways and parking lots that serve the high school sports fields and separate it from the adjacent Ysleta Middle School grounds. It may be possible to work with the school to develop a trail facility that continues across the school grounds; otherwise, on-street connections via Independence Drive to the west, or Alameda Avenue, to the east, would be the only alternatives.

3.6***Playa Drain Trail – Ysleta High School to Capistrano Park (Funded Shared-Use Trail, Under Construction)***

At the same time the Paso del Norte Health Foundation Phase 1 construction got underway, construction had already begun on another segment of paved trail extending from the southeast side of Ysleta High School approximately 0.8 miles east and south to Padilla Drive, opposite Capistrano Elementary School and Capistrano Park. This segment was funded by a Community Development Block Grant. Construction should be completed by the time the PDN Trail Master Plan document is released.

3.7***Padilla Drive to Socorro Road Connector (Proposed On-Street)***

Since further extension of a trail along the Playa Drain would be of limited use (and would dead-end at the 375 Loop Expressway/South Americas Avenue highway), an on-street connection between the Playa Drain and the Franklin Canal is proposed along Padilla Drive, Lone Star Place (passing Ysleta Park), and Socorro Road, continuing into the Mission Valley District (described in the following section). Bicycles would be accommodated along Padilla Drive with the addition of shared lane (“sharrow”) markings, while Lone Star Place and Socorro Road have adequate width to add striped bike lanes.

LOOP ALIGNMENTS**3.8*****Juan de Herrera Lateral Loop (Existing/Proposed Shared-Use Path with On-Street Connections)***

Where the primary alignment leaves the Franklin Canal near Ascarate Park, this loop would continue southeast along the Franklin Canal for another 2.7 miles to Rosedale Street. At Rosedale Street, the route would cross the railroad tracks and join the Juan de Herrera Main Lateral canal, looping past Marian Manor Elementary School and the adjacent park of the same name, to New Haven Drive. At New Haven Drive the route would become an on-street facility (although there may be sufficient right-of-way to add a side path along the east side of the road) which connects to Roseway Drive after crossing the Union Pacific tracks. Once across the tracks, the trail would turn southeast for two blocks to Pueblo Viejo Linear Park. A preferred alignment would add a shared-use side path between Roseway Drive and the railroad tracks, but if the road right-of-way is insufficient, the alternative would be an on-street connection. At North Davis Drive, the trail would shift into the park and follow an existing cinder/stone dust path that follows

the former route of the Middle Drain canal past a number of basketball courts, playgrounds, and picnic tables. The linear park continues past Zaragoza Road into the Mission Valley District (becomes 4.2, which is described in the Mission Valley District section).

3.9***Riverside High School Loop (Proposed On-Street/Shared-Use Trail)***

For trail users who may not be comfortable traveling even a short distance along busy Alameda Avenue, an alternative path around Riverside High School might be more to their liking. From the corner of Vocational Drive and Mimosa Avenue, where the primary alignment turns east to Alameda Avenue, this loop would instead travel south along Mimosa Avenue, between the high school and middle school properties, then turn east on Midway Drive, and south again on Knights Drive, past Thomas Manor Park and Elementary School and then meet the primary alignment along the Playa Drain again. Mimosa Avenue does not currently have bike lanes, but appears wide enough to add them without sacrificing any vehicle travel lane widths. Both Midway and Knights drives already are striped for bike lanes. Midway Drive offers buffered bike lanes, while Knights Drive has bike lanes with adjacent parallel parking. All three of the roadways have reasonably good sidewalks to serve pedestrians.

SPUR TRAILS**3-A*****Franklin Canal Spur***

This proposed trail spur would follow along the Franklin Canal from Rosedale Street south to Pavo Real Park. It would connect with the primary alignment at three points: Rosedale Street, Davis Drive, and Presa Place.



TRAILHEADS AND PUBLIC TRANSIT

Washington Park Trailhead (Existing Parking Lot)

Just north of the Franklin Canal as it turns south to pass through the zoo there is an underutilized parking lot in the southwest corner of Washington Park that could become a trailhead. A gated service drive crosses the canal to provide vehicular access into the zoo. It would need to be modified, along with the other zoo access control measures to enable pedestrian access.

New Park Trailheads (Newly Constructed)

Three trailheads have been built at area parks. The trailhead at Ascarate Park, a former baseball field, is situated very close to the beginning of the newly constructed first phase of Playa Drain Trail. Capistrano Park has a trailhead with parking across Padilla Drive from the Playa Drain Trail alignment. There is also a trailhead to the Playa Drain Trail at Riverside Park.

An existing, lightly used Mimosa Pond Trailhead (Proposed)

An empty lot just to the north of the municipal well pump station on Mimosa Avenue, north of Vocational Drive, appears to be well suited for a potential trailhead. The Playa Drain Trail itself will pass just north of the pump station within the lot, which is currently surfaced with recycled asphalt.

An existing small Hidden Valley Park Trailhead (Existing Parking Lot)

An existing small parking area in the southeast corner of Hidden Valley Park is located immediately adjacent to the Playa Drain Trail Phase

1 segment that is currently under construction. Only some signage and a few feet of sidewalk along Polo Inn Road would be required to turn this into an actual trailhead.

Shawver Park Trailhead (Existing Parking Lot)

As with the previous two proposed trailheads, an existing parking lot in J. P. Shawver Park next to the William W. Cowan Aquatic Center could serve as trailhead parking across Independence Drive from the existing segment of trail. With the addition of wayfinding signage, it could lead trail users to crosswalks at nearby Yarbrough Drive.

Pueblo Viejo Park Trailheads (Existing Parking Lots)

Several small parking lots within Pueblo Viejo Linear Park could serve as trailheads for the Juan de Herrera Lateral Loop Trail.

Bus Stops

Bus stops are located at regular intervals along Paisano Drive west of the Alameda roundabouts, which are easily accessed from the Franklin Canal alignment. East of the roundabouts, where the Franklin Canal diverges from the roadway, the Alameda BRT and bus stops are generally only accessible along Alameda Avenue at major road crossings. Along the Playa Drain alignment, this trend continues, with bus stops generally located within one to two blocks of each road crossing.

Mission Valley Transfer Center

This public transportation hub is located just two blocks from the primary alignment on-street route, where Socorro Road crosses Zaragoza Road.

NEARBY SCHOOLS AND INSTITUTIONS

Schools in walking distance include:

- Burleson Elementary School
- Henderson Middle School
- Cooley Elementary School
- Ascarate Elementary School
- Cedar Grove Elementary School
- Tejas School of Choice
- Riverside High School
- Riverside Middle School
- Cesar Chavez Alternative School
- Thomas Manor Elementary School
- Cadwallader Elementary School
- Rio Bravo Middle School
- Alicia R. Chacon Elementary School
- Marian Manor Elementary School
- Plato Academy Alternative School
- Ysleta High School
- Ysleta Middle School
- Ysleta Elementary School
- Ysleta Community Learning Center
- Center for Employment Training
- Capistrano Elementary School



Capistrano Elementary School

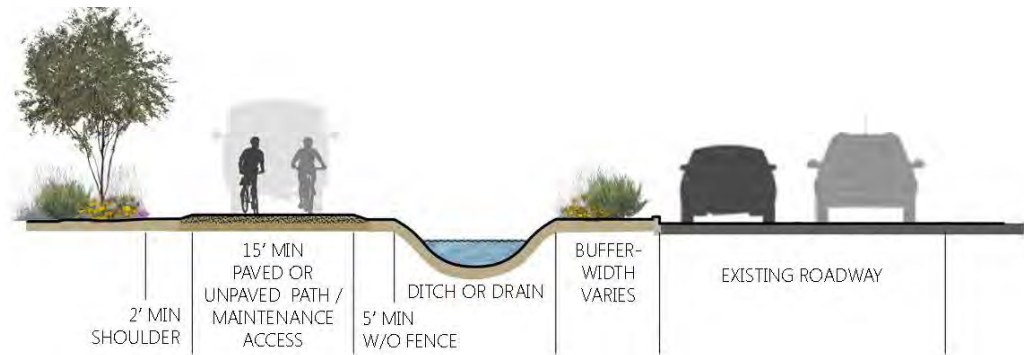


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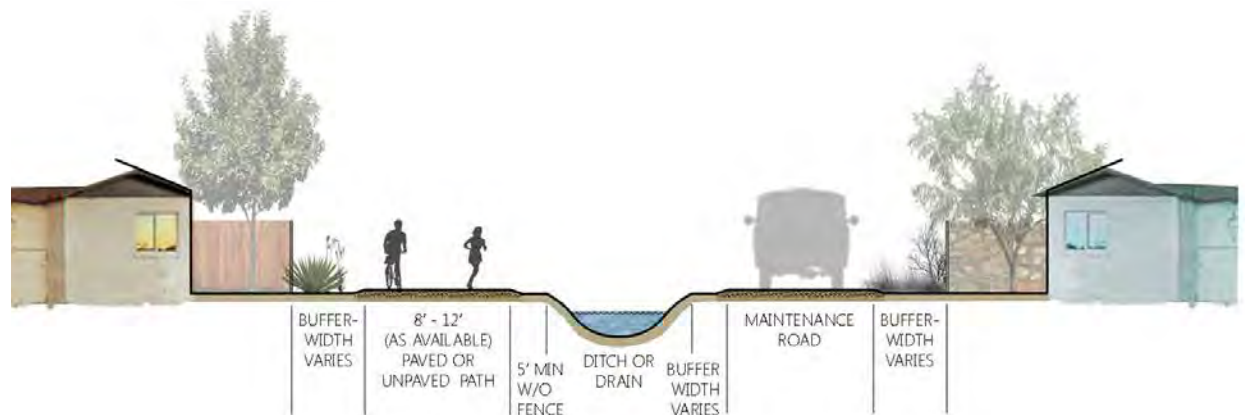
Shared-Use Path along Canal: A ten- to twelve-foot wide paved trail can accommodate multiple uses comfortably. Since the ditch banks are also used by maintenance vehicles, coordination with the maintaining agency would be required to determine whether maintenance can be done from one side of the ditch, reserving the other side for trail use, or whether the paved trail surface will also need to be able to withstand maintenance vehicular traffic. In either case, the unpaved ditch bank opposite the trail can provide an alternative for runners or other trail users who prefer a softer surface.

On-Street Bike Lane or Shared Route with Sidewalks: In several locations, existing conditions dictate that on-street facilities are utilized, at least in the short term. At a minimum, such routes should be marked for shared lanes intended to accommodate both cars and bicycles. Striped lanes would be preferable, and already exist in several locations. In others, it may be possible to restripe the roadway to include bike lanes, or, with some utility relocations and minor right-of-way adjustments, to convert sidewalks or wide shoulders to shared-use side paths on at least one side of the road, changing those segments to off-street facilities. If bike lanes or sharrows are used, sidewalks should be evaluated for ADA accessibility, and improved as necessary.

Typical cross sections indicated by letters on previous maps.



A SHARED-USE PATH ALONG CANAL AT ROADWAYS



B SHARED-USE PATH ALONG SUBURBAN CANALS WITH SEPARATE MAINTENANCE ACCESS

FIGURE 17. TYPICAL CROSS SECTIONS A & B – ZOO/PLAYA DRAIN



TRAIL ENHANCEMENTS



Scottsdale, Arizona has featured its canals with development and promenades fronting them.



Trail connection through El Paso Zoo will require access control in form of grade-separated crossings or new manned entry gates (above). The canals in this area could become waterfront promenades like those in Scottsdale, Arizona (left).



There are opportunities for murals on underpasses.



MISSION VALLEY DISTRICT

CHARACTER

Considered to be the oldest part of the El Paso urban area, the Mission Valley District is characterized primarily by a semi-rural context with scattered neighborhoods centered around the three historic missions at Ysleta, Socorro, and San Elizario. The PDN Trail will run primarily along drains and canals, with spur trails connecting to the three missions and the many neighborhoods, schools, and parks. It also will connect several small towns to each other. For the purposes of this plan, the Mission Valley District extends roughly from Zaragoza Road to San Elizario Road (east of the Franklin Canal) and Chicken Ranch Road (west of the Franklin Canal).



San Elizario Mission Chapel





Ditches and canals provide connections to and through communities in the Mission Valley District.



A street corner shows the local character of the Mission Valley.



Mission-style architecture is evident in both older (above) and newer (right) buildings in the Mission Valley.





KEY MAP

POINTS OF INTEREST

- Historic Missions
- Rio Bosque Park
- Capistrano Park

LEGEND

- PDN Spine Alignment (Existing or Funded)
- PDN Spine Alignment (Proposed)
- PDN Loop Alignment
- PDN Spur Trail
- Historic Camino Real
- Transportation Transfer Center
- Point of Interest
- School
- Trail Head
- El Paso City Limits
- Parks
- Rio Grande



MAP 27. MISSION VALLEY DISTRICT OVERVIEW

POINTS OF INTEREST

HISTORIC EL PASO MISSION TRAIL



Located in El Paso's Mission Valley, this trail is rich in history dating back more than 300 years. Largely supplanted by paved roads today, the trail connects the three adobe churches (missions) established by Spaniards who came north from Mexico to share their faith with the indigenous communities in the area. The Ysleta Mission, established in 1682, is the cornerstone of the Ysleta del Sur Indian Pueblo. Two miles southeast of Ysleta lies the Socorro Mission, which was established in 1691. Flooding in the 1830, which also left these communities on an island in the middle of the riverbed, destroyed both of the original church buildings, so Socorro's current mission structure, with its six-foot-thick adobe walls and massive wood roof supports (vigas), was rebuilt in 1843. While only nine years separates the settlements of Ysleta and Socorro, San Elizario was established much later, in 1789, five miles southeast of Socorro as a Spanish presidio (military garrison) originally named "San Elceario" after a French patron saint. The current San Elizario Chapel, rebuilt in 1877, is a notable example of late adobe church architecture in West Texas and New Mexico.

PAVO REAL PARK AND RECREATION CENTER



Situated along Alameda Avenue across from the Franklin Canal one-half mile north of Loop 375 Expressway, the 19-acre Pavo Real Park includes a variety of facilities offering many activities. In addition to sports fields, basketball courts, and a covered playground, the site also is home to the Ysleta Library, Farther Martinez Senior Center, an outdoor pool, with spray park options for both people and their pets, and an indoor recreation center. The park also abuts both Camino Real Middle School and Presa Elementary School.

RIO BOSQUE PARK



The 372-acre city park is managed by the UTEP Center for Environmental Resource Management (CERM) to preserve and enhance a tract of wetlands and riverside forest (bosque) that serves as a remnant of the ecosystems that were once prevalent along the Rio Grande through the border region. Home to over 200 species of birds, the park also offers excellent displays of spring colors when its wildflower blooms hit their peak.



PASO DEL NORTE TRAIL

TRAIL DISTRICTS & SUB-DISTRICTS 101

See Map 27 for overall region alignments and legend.



MAP 28. MISSION VALLEY DISTRICT KEY MAP 1

TRAIL CONNECTIVITY

PRIMARY ALIGNMENTS

4.0

Socorro Road to Alameda Avenue Connector (Proposed On-Street/Shared-Use Path)

Continuing this on-street link between the Playa Drain and the Franklin Canal which began in the Zoo/Playa Drain District, the route would cross Zaragoza Road on Socorro Road and turn north along the Southside Feeder Lateral ditch, where a short shared-use trail segment is recommended, passing the Ysleta Pueblo del Sur between Socorro and Alameda roads. At Alameda Avenue, the route would turn east, continuing for several blocks to Presa Place, where Alameda Avenue crosses the Franklin Canal. As noted earlier, Socorro Road has adequate sidewalks and is wide enough to be for striped bike lanes. Alameda Avenue has intermittent curbs and only short stretches of sidewalk in this area, so improvements are recommended for both bicycle and pedestrian use.

4.1

Franklin Canal – Pavo Real Park to San Elizario Road (Proposed Shared-Use Path)

At Presa Place and the Pavo Real Park, the alignment rejoins the Franklin Canal, which runs along the west side of Alameda Avenue, for approximately 5.6 miles. At that point the canal alignment diverges from the roadway and travels south another 2.8 miles to San Elizario Road. This alignment continues into the Rio Grande Agricultural District, and will be further described in the next section. Ditch maintenance roads are fairly wide on both sides of the canal, so local preference (and concurrence of the ditch authority) should determine which side the trail is located. The only significant constraint is the point at which

the Franklin Canal diverges from Alameda Avenue, just south of Ernesto Serna Elementary School. The canal merges with the Dolan Drain on the west side, so a new bridge would be required over the Dolan Drain, if the trail were to continue on the west side of the canal beyond that point. There is an existing maintenance bridge over the Franklin Canal, which could be used to take the trail from the west to east side, if a west side alignment is desirable to the north.

LOOP ALIGNMENTS

4.2

Juan de Herrera Lateral Loop (Existing/Proposed Shared-Use Path with On-Street Connections)

This loop alignment begins near Ascarate Park within the Zoo/Playa Drain District (referenced as 3.8) and follows the Franklin Canal, Juan de Herrera Main Lateral, and Pueblo Viejo Linear Park to Zaragoza Road, where it crosses into the Mission Valley District. The existing path through Pueblo Viejo Park ends at Presa Place, at which point the route would head southwest via an on-street connection, past the Presa Elementary School and the Pavo Real Recreation Center, to rejoin the primary alignment along the Franklin Canal at Alameda Avenue.

SPUR TRAILS

4-A

Mount Carmel Cemetery Spur

This proposed trail loop would continue south from Capistrano Park along the Playa Drain, then along the Border Highway/Americas Avenue, and tie back into the primary trail through the cemetery.

4-B

Socorro Spur (Proposed Shared-Use Trails)

Members of the Tigua tribal community have proposed development of a spur trail network that loops west from the Franklin Canal, providing connection opportunities into the community of Socorro, with additional spurs to Rio Bosque Park, and south to the San Elizario Mission. The primary loop would follow the Socorro Lateral Canal from its turnout from the Franklin Canal approximately a half-mile southeast of Loop 375 Expressway where it would rejoin the Franklin Canal at Place Road, 2.5 miles farther south. This loop passes less than a quarter-mile from the Socorro Mission, providing relatively easy access on-street along Socorro Drive. The other proposed connections from the Socorro Lateral to Rio Bosque Park would follow existing roads, and/or travel cross country, as there are no existing facilities that would enable such a connection.

4-C

Socorro – San Elizario Connector (Proposed Shared-Use Trail)

A proposed connection between the Rio Bosque Park at Socorro and the community of San Elizario would follow the San Elizario Lateral from the southeast corner of Rio Bosque along the west side of Socorro Road and ending at Glorietta Road in San Elizario, very close to the mission there. An intermediate connection between the San Elizario Lateral and the primary alignment along the Franklin Canal, via the Franklin Feeder Canal, would serve to create shorter loop options from each community.



See Map 27 for overall region alignments and legend.



MAP 29. MISSION VALLEY DISTRICT KEY MAP 2

4-D

Tigua Spur (Proposed Shared-Use Trail)

A proposed spur would link the proposed trail along Rio Bosque (4-C) and the Tigua Skate Plaza to the primary alignment via the Franklin Feeder Canal.

4-E

San Elizario Spur (Proposed Shared-Use Trail)

The City of San Elizario has been coordinating with the El Paso County Water Improvement District No. 1 to develop a loop trail around their historic city center utilizing the District's ditches. An additional connection is proposed to the primary alignment on the Franklin Canal via an on-street or sidepath facility along San Elizario Road.

TRAILHEADS AND PUBLIC TRANSIT

San Elizario/Franklin Canal Trailheads (Proposed)

Two trailheads could be located at the upper and lower connections between the San Elizario Lateral and Franklin Canal. At the upstream connection, a triangle of vacant land just south of the ditch turnout on the west side of the Franklin Canal would require a bridge across the Franklin to provide access from Alameda Avenue. At the south end of the San Elizario Lateral Loop, a similar triangular tract sits at the intersection of Place Road and Melinda Street. Ownership and right-of-way would need to be verified for both tracts.

Bus Stops

Periodic County Transit bus stops are located along Alameda Avenue for the full length that the Franklin Canal runs alongside it, as well as within the communities of Socorro and San Elizario.

NEARBY SCHOOLS AND INSTITUTIONS

Schools in walking distance include:

- South Loop Elementary School
- Presa Elementary School
- Camino Real Middle School
- Western Technical Collage – East
- Socorro High School
- Salvador H. Sanchez Middle School
- Hueco Elementary School
- Escontrias Elementary School
- Keys Academy
- Rio Vista Education Center
- Socorro Middle School
- Ernesto Serna Elementary School
- Clint Middle School
- William David Surrat Elementary School



South Loop Elementary School

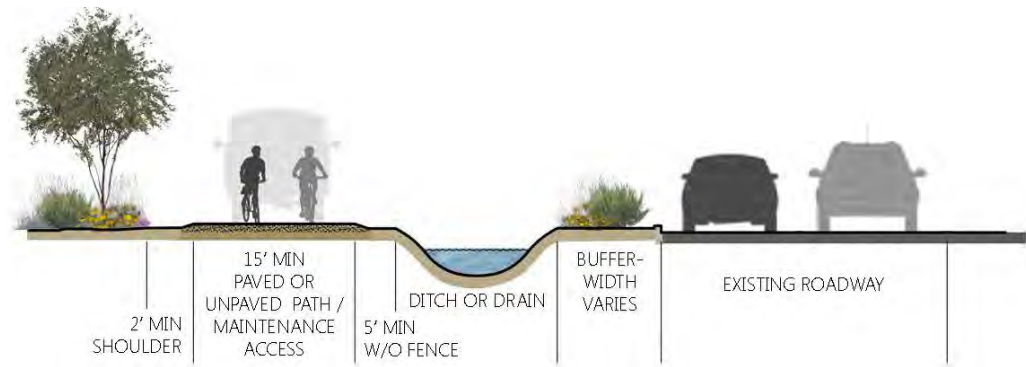


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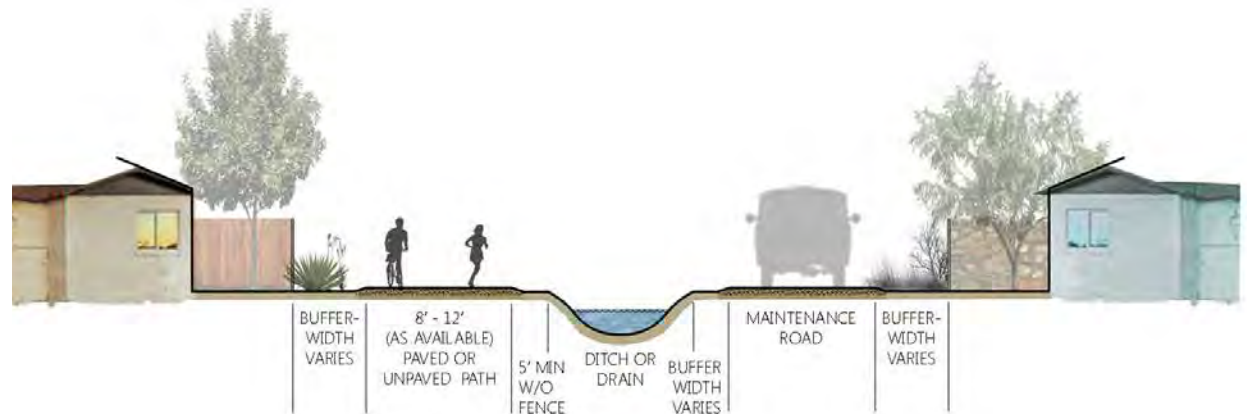
Shared-Use Path along Canal: A ten- to twelve-foot wide trail can accommodate multiple uses comfortably. Paved trails are generally preferred for shared-use facilities, but in more rural areas paved trails may not be cost effective, or necessary. Many long-distance trails (e.g. rail trails) have successfully used materials such as chat, screenings, decomposed granite, compacted crusher fines, brick or rock dust, or stabilized natural ground to provide a relatively stable and weather-resistant surface. Since the ditch banks are also used by maintenance vehicles, such materials may be able to support trail traffic and withstand heavier maintenance vehicular traffic without damage to the trail surface.

On-Street Bike Lanes or Shared Routes with Sidewalks: In several locations, existing conditions require on-street facilities for at least the short term. At a minimum, such routes should be marked for shared lanes intended to accommodate both cars and bicycles. Striped lanes would be preferable and are recommended wherever possible. If bike lanes or sharrows are used, sidewalks should be evaluated for ADA accessibility, and improved as necessary.

Typical cross sections indicated by letters on previous maps.



A SHARED-USE PATH ALONG CANAL AT ROADWAYS



B SHARED-USE PATH ALONG SUBURBAN CANALS WITH SEPARATE MAINTENANCE ACCESS

FIGURE 18. TYPICAL CROSS SECTIONS A & B – MISSION VALLEY



TRAIL ENHANCEMENTS



Regionally influenced site furnishings add character.



An example of a trailside seating area.



Wayfinding and informational signage can be formal or informal.



RIO GRANDE AGRICULTURAL DISTRICT

CHARACTER

As its name implies, the identity of the Rio Grande Agricultural District is derived from its agricultural heritage. Just south of San Elizario, scattered neighborhoods give way to uninterrupted vistas of farm fields and orchards. This picturesque agrarian landscape will make for an inviting trail experience as it passes through groves of pecan trees and past fields of cotton, hay, and alfalfa. With climate and fertility levels that have led some to compare the area with Egypt's Nile Valley, El Paso's Rio Grande Agricultural Valley offers the allure of potential co-development of an agritourism industry alongside its agricultural mainstays. As with the Mission Valley District, the PDN Trail will run primarily along the drains and canals connecting several small towns and terminating at County Line Lakes in the southeast corner of El Paso County.



Source: Google Maps

Agricultural irrigation ditches and canals provide abundant trail connection options.





Source: Google Maps



Fruit and nut tree orchards are a large component of the valley landscape.

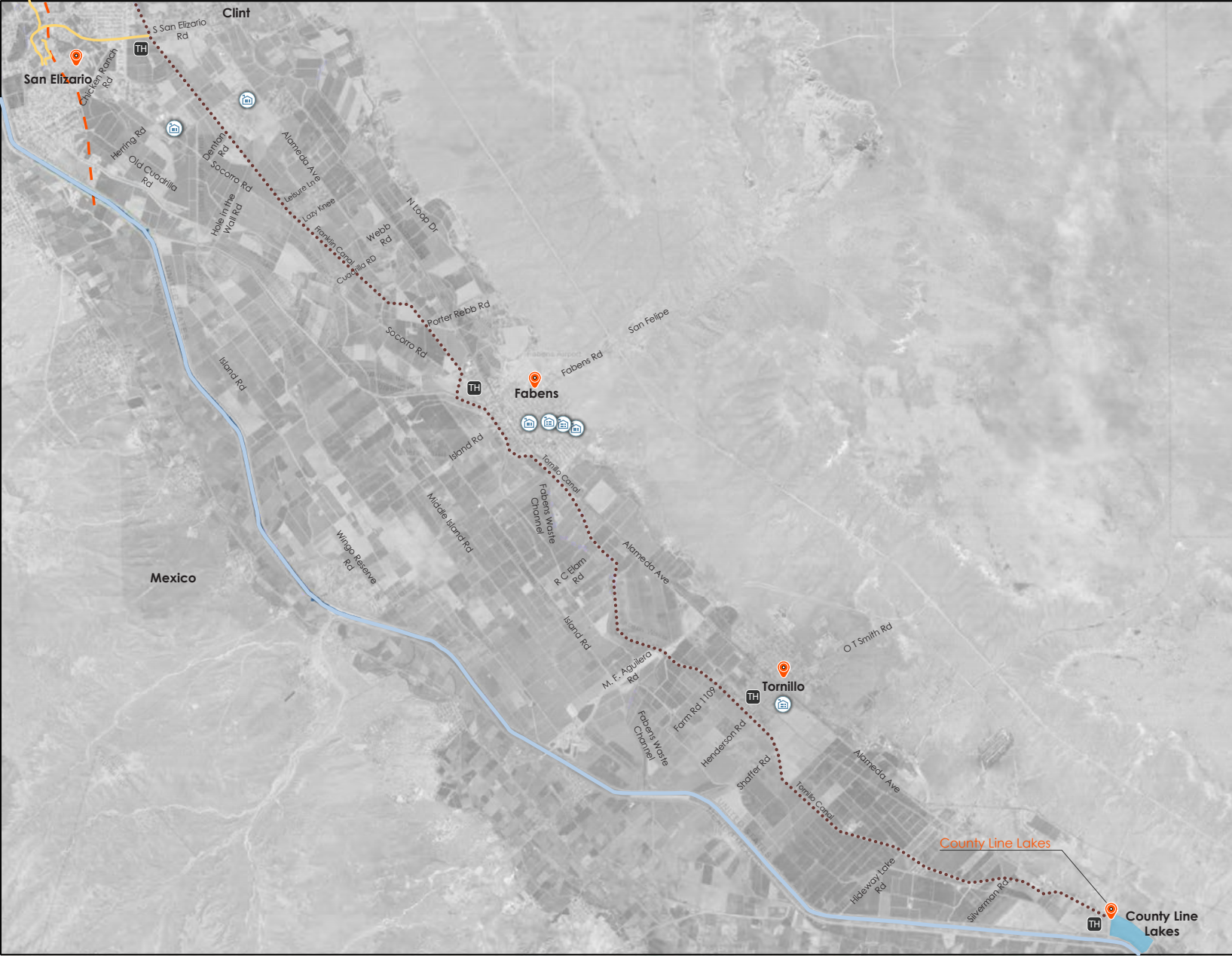


Agricultural fields flank the trail's alignment.



Some segments of the trail will be closely connected with the roadway.





KEY MAP

POINTS OF INTEREST

- County Line Lakes
- Agricultural Towns
Clint, Fabens, Tornillo

LEGEND

- PDN Spine Alignment
(Existing or Funded)
- PDN Spine Alignment
(Proposed)
- PDN Spur Trail
- Historic Camino Real
- Transportation Transfer Center
- Point of Interest
- School
- Trail Head (Proposed)
- El Paso City Limits
- Parks
- Rio Grande

MAP 30. RIO GRANDE AGRICULTURAL DISTRICT OVERVIEW

POINTS OF INTEREST

SAN ELIZARIO ISLAND

More of a curious historical fact than current geographic point of interest, maps still identify San Elizario Island (right) as the area of agricultural fields west of the communities of Fabens and Tornillo. This moniker dates from the time before the US–Mexico border was established in 1848, when the Rio Grande used to flow along the eastern edge of this floodplain, and the three mission villages upriver were actually situated along the southern banks of the river. However, flooding and natural meanders of the river channel created a second channel to the south of the three missions, leaving them on an island for a number of years. Eventually the northern channel stopped flowing, leaving the communities on the north side of the new river alignment, and effectively bringing them into the United States when the boundary was formalized. The only apparent reminder of this historic geographic shift is a series of island-themed roads that zigzag from Fabens down to the Tornillo border crossing: Island Road, Middle Island Road, Island Guadalupe Road, and Lower Island Road.



FABENS



Aside from the nearly endless agricultural scenery, the primary noteworthy features are the two towns that support the surrounding agriculture. The first and largest of these is Fabens, located approximately 15 miles southeast of the Loop 375 highway in El Paso. With a population of about 8,000, the town could provide a stopping point for trail users, offering several stores and restaurants for refreshments.

COUNTY LINE LAKES



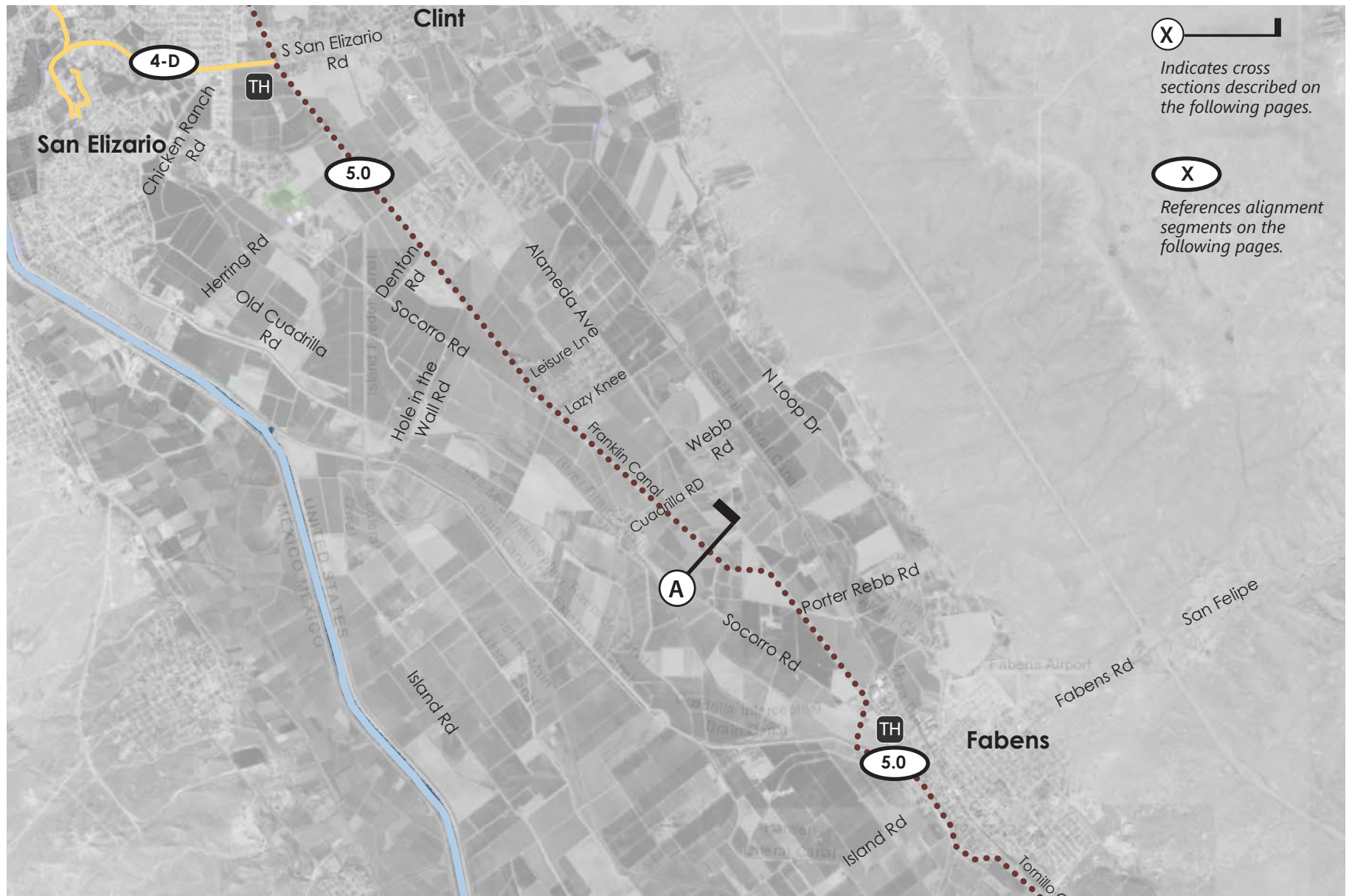
(Left) This 100-acre reservoir located six miles southeast of Tornillo is comprised of a single body of water that is somewhat confusingly named "County Line Lakes." Topography maps indicate that at one time it may have been bisected by the Hudspeth Feeder Canal that appears to have been re-routed along its western edge. Wedged between Alameda Avenue and the international border, the lake itself reportedly is devoid of fish and offers no recreational opportunities, so water storage appears to be its only function.

(Right) Less than three miles southwest of Tornillo, a new border crossing was completed in 2014—although it does not appear to be open for business yet.

TORNILLO/MARCELINO SERNA PORT OF ENTRY



See Map 30 for overall region alignments and legend.



MAP 31. RIO GRANDE AGRICULTURAL DISTRICT KEY MAP 1

TRAIL CONNECTIVITY

PRIMARY ALIGNMENTS

5.0 Franklin/Riverside/Tornillo Canals (Proposed Shared-Use Trail)

Continuing south approximately seven miles from the Mission Valley District along the Franklin Canal, the trail turns onto the Riverside Canal at the town of Fabens. South of Fabens, the trail merges onto the Tornillo Canal where it continues until terminating at the County Line Lakes.

LOOP ALIGNMENTS

No loop alignments have been identified within this district; however, the area is laced with ditches and canals that interconnect, making informal loops of all sizes possible for trail users who wish to explore the area further.

TRAILHEADS AND PUBLIC TRANSIT

Fabens Trailhead (Proposed)

A vacant, one-acre tract of land along Alameda Avenue between the Mesa Drain and the Salitral Lateral, just north of 3rd Street, could be developed as a trailhead to provide access from Fabens to the PDN Trail. This would require approval of the ditch authority, and wayfinding signage would be important to help trail users negotiate the maze of canals that crisscross the surrounding area.

Tornillo – Aguilera Trailhead (Proposed)

Although no potential trailhead locations are readily apparent within the town of Tornillo because all of the land surrounding the ditch alignment are privately owned, it may be possible to secure approval to develop a trailhead within the excess right-of-way alongside M.F. Aguilera Road, which connects Alameda Avenue to the new border crossing. There appears to be an approximately six-acre tract of land that sits vacant just southeast of the new road bridge that crosses the primary alignment along the Tornillo Canal. It could be accessed from Alameda Avenue along the southeast side of Aguilera Road.

County Line Lakes Trailhead (Proposed)

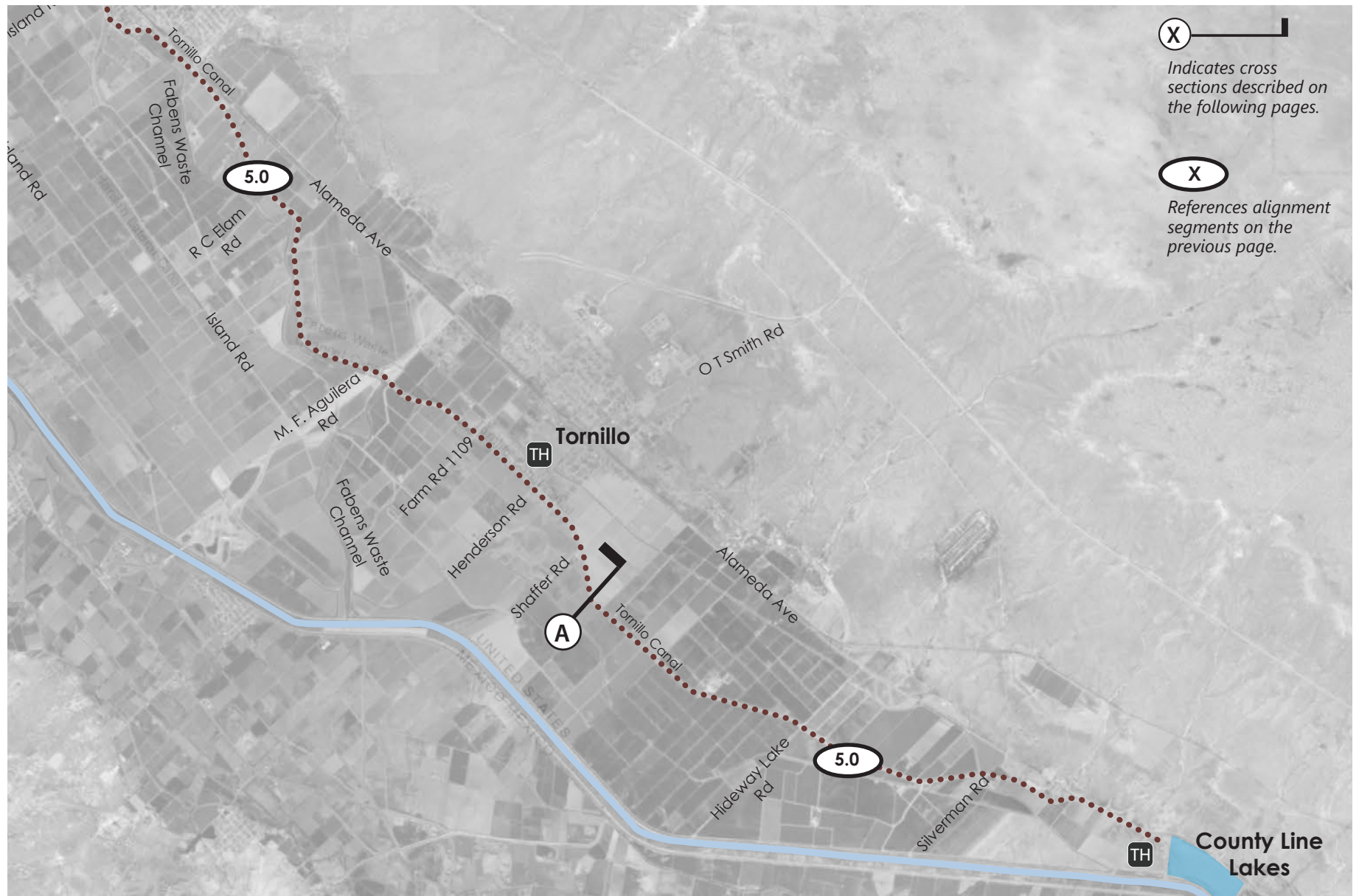
A trailhead at the southern terminus of the trail is highly recommended as a final stopping point, and pick-up location for those wishing to make the trek as a one-way trip. Amenities such as shade structures, picnic tables, and portable restrooms could make it a more desirable destination.

Bus Stops

Unfortunately, the nearest bus stop from the southern terminus of the trail is almost 19 miles NW at San Elizario Road. No bus stops are located within the Rio Grande Agricultural District, so trail users who wish to travel one-way on the route will need to arrange for pick-up by private parties or ride-sharing services.



See Map 30 for overall region alignments and legend.



MAP 32. RIO GRANDE AGRICULTURAL DISTRICT KEY MAP 2

NEARBY SCHOOLS AND INSTITUTIONS

Schools in walking distance include:

- Clint High School
- San Elizario High School
- Excell Adult Learning Center – San Elizario
- Josefa L. Sambrano Elementary School
- Lorenzo G. Loya Primary School
- O'Donnell Elementary School
- David Sublasky Head Start
- Cotton Valley Early College High School
- Fabens High School
- Fabens Middle School
- Tornillo High School
- Tornillo Junior High School
- Tornillo Elementary School



TYOLOGIES

Shared-Use Path along Canal: A ten- to twelve-foot wide trail can accommodate multiple uses comfortably. Paved trails are generally preferred for shared-use facilities, but in more rural areas such as this, paved trails may not be cost effective, or necessary. Many long-distance trails (e.g. rail trails) have successfully used materials such as chat, screenings, decomposed granite, compacted crusher fines, brick or rock dust, or stabilized natural ground to provide a relatively stable and weather-resistant surface. Since the ditch banks are also used by maintenance vehicles, such materials may be able to support trail traffic and withstand heavier maintenance vehicular traffic without damage to the trail surface.

Typical cross section indicated by letter on previous maps.

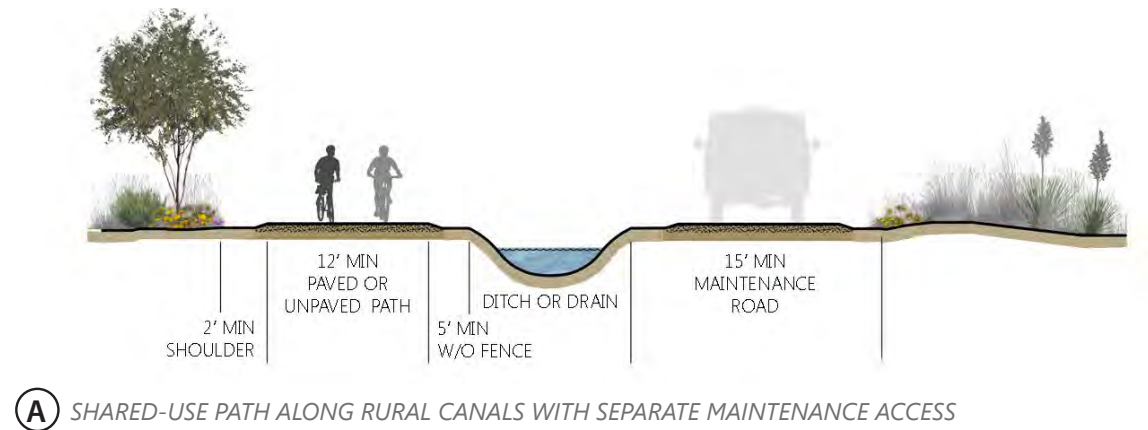


FIGURE 19. TYPICAL CROSS SECTION A – RIO GRANDE AGRICULTURAL



A canal running along an orchard is typical in the Rio Grande Agricultural District.

TRAIL ENHANCEMENTS



The trail alignment provides opportunities for agritourism.



Interpretive signage can explain the significance of the area's historical and natural resources.



Shaded rest stops can be attractive trailside amenities.



Overlooks can offer views and wildlife sighting opportunities.



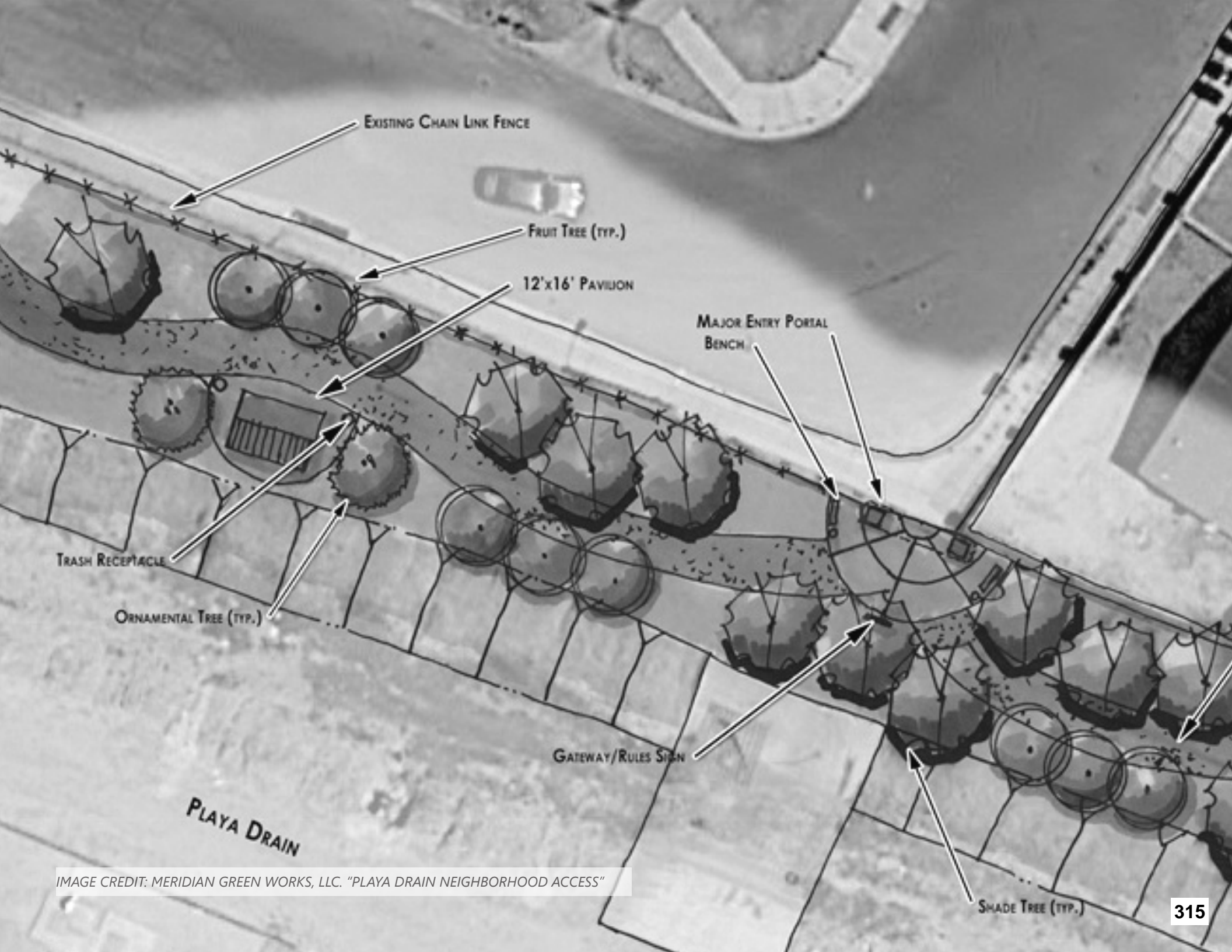


IMAGE CREDIT: MERIDIAN GREEN WORKS, LLC. "PLAYA DRAIN NEIGHBORHOOD ACCESS"



Chapter 6

IMPLEMENTATION

As the breadth of the Paso del Norte Trail system grows, a cohesive approach to phasing, management, and funding of the trail to make it a county-wide asset will be increasingly important. This chapter provides guidance for trail oversight based on the unique characteristics of the Paso del Norte Trail. These unique characteristics include:

- **Incremental development:** Segments of the trail will be completed or designated as they become available, rather than in a continuous linear fashion and gaps will exist between designated segments.
- **Multiple landowners and managers:** Each segment of the trail is owned by different landowners and managers (City, County, TxDOT, Irrigation District, IBWC, etc.). Overall management of the trail will need to be a collaborative partnership with each entity.
- **Undefined resources:** While many potential funding sources exist for the Paso del Norte Trail, presently there is no dedicated source of funding for trail construction or ongoing operations and maintenance in existence to-date. The City of El Paso has committed to maintaining the Play Drain Trail. Future trail development will require a commitment to on-going operations and maintenance. The potential resources are identified in this chapter.
- **Fiscal stewardship:** Public funding for trails is limited, as is the case with any public improvement; trail stewardship from volunteers and others will be an important part of the trail management.



MANAGEMENT AND PHASING

ESTABLISHING A GOVERNANCE STRUCTURE

Management of trails usually starts with agreements between public agencies and often includes the creation of specific non-profits for the maintenance, volunteer management, and coordination of funds for the trail. There are a few different models to follow to establish an entity to proceed with implementing the trail. Efforts could be focused on forming a new non-profit, funding a position within another existing local agency, or creating a trails program within an existing non-profit (like the Paso del Norte Health Foundation as shown in Table 1. Regardless of the governance structure, some federal grants will require that the applicant be a government agency, in which case the government agency will be able to create a Memo of Understanding (MOU) with the non-profit or other agency to manage the grants on their behalf. The table below identifies the pros and cons of each.

The recommendations for management are identified in phases as actions needed to implement the trail system over time. The following sections identify immediate actions that should take place within the next one to two years. Actions that should take place in the next two to five years are referred to as mid-term actions. Ongoing actions should take place on an ongoing basis.

TABLE 1. MANAGEMENT STRUCTURE

Option	Pros	Cons
New Non-Profit	<ul style="list-style-type: none">Increased autonomy and single focus in building and maintaining the trail.	<ul style="list-style-type: none">Funding for operating costs and overhead can be significant challenge.Potential duplication of overhead costs.Start-up costs can be costly.
Funding a position within another existing local agency like an MPO	<ul style="list-style-type: none">Minimal start-up costs and effortMay be easier to secure grants	<ul style="list-style-type: none">May not have as much autonomy for decision-making, will have to work with local agency to achieve their goals along with PDN's.Need to ensure goals are aligned, stakeholder and community relationships and impressions are positive.
Creating a Trails Program within an Existing Non-Profit	<ul style="list-style-type: none">Efficient use of resources.Minimized start-up efforts and no duplicated costs with existing non-profit.Less funding pressure.	<ul style="list-style-type: none">Need to make sure mission fits within existing non-profit and that board and staff and major donors are all in agreement on funding and running the program and that there are no conflicts.



ESTABLISH A PASO DEL NORTE TRAIL NON-PROFIT

Immediate Action: The Paso del Norte Health Foundation should establish a non-profit that will play a leading role in the efforts to create the trail.

The benefits of a Paso del Norte Trail non-profit include:

- **Collaboration:** Trail non-profits are uniquely positioned to collaborate with the multiple stakeholder groups who are interested in this county-wide trail: local communities, city and state officials, federal government, Indian lands, government agencies, local trails biking groups, and tourists.
- **Accountability:** Particularly when multiple agencies manage the land, trail non-profits are a mission-driven outside force, dedicated to moving the facility/project forward.
- **Advocacy and Education:** Trail organizations recruit and work with volunteers, build momentum for the trail, and raise money, public awareness, and community support.
- **Common ground:** Trail non-profits are particularly savvy at balancing the needs of different trail user constituencies, such as hikers and mountain bikers. They offer a way for people from different user groups across the El Paso region to work together around common goals.
- **Inclusive:** Trail non-profits provide an inclusive approach to trail governance. Anyone who is passionate about the mission of the trail is encouraged to get involved in a variety of ways.

Trail Non-Profit Role

- Serve as 501c3 fundraising arm to raise money to fill the gaps in public funding.
- Advocate for public funding.

- Work collaboratively with the City and County of El Paso to create a promotional program for the Paso del Norte Trail.
- Lead volunteer recruitment and management efforts.
- Develop and lead supportive programming and larger community events.
- Work with the local governmental agencies and landowners to develop MOUs to fund, build, and manage segments of the trail. The MOUs should outline how the different entities agree to work together.
- Work with smaller individual land managers and private landowners through individual arrangements.
- Serve as a one-stop-shop for businesses and other groups seeking to hold events on the trail like the El Paso Marathon.
- Establish a grant writing program.

Trail Non-Profit Structure

The Board of Directors, staff, and important partners will create a system of checks and balances to govern the organization and trajectory of the Paso del Norte Trail. The trail's non-profit will serve as the advocacy, fundraising, and community-facing arms of the trail. Board members may also hold political power and provide links to local government.

- **Board of Directors:** The Paso del Norte Trail non-profit will need a Board of Directors, as required for all 501c3 non-profits. The board should include members who represent many different stakeholder groups and interests: environmental, social, health, political, historical, economic/business, and more. Board members can be 'working' board members that provide assistance with their expertise in getting tasks accomplished for the trail. Board members should also be connected to

the philanthropic and business community and be capable of making connections for major donations and funding relationships. The Paso del Norte Trail non-profit board can be comprised of either or both types of board members, it is also possible that some interested parties may not want to commit to a board role, but are willing to help, they can be committee members for various trail needs (e.g., technical, fundraising, awareness-raising, government interaction).

- **Staff:** Paid staff are essential for the success of the Paso del Norte Trail non-profit. At minimum staff positions must include an Executive Director and Coordinators to manage communication, advocacy, fundraising, trail building, volunteer recruitment, and event planning.
- **Committees:** Committees can be used to focus expertise and efforts on specific elements of the trail. Committees should be staffed by a combination of board members and staff members and can also include interested volunteers.

Successful Trail Non-Profits

The Delaware River Waterfront, Arizona Trail Association, Colorado Trail Foundation, Palmetto Conservation Foundation (South Carolina), and the North East Texas Trail are several examples of the many 501c3 trail non-profits that successfully work with government agencies, local officials, and community members to build and maintain long-distance trails. These examples provide "lessons learned" for the future Paso del Norte Trail non-profit.



The Delaware River Waterfront has been successful in Philadelphia. They have three waterfront corporations (non-profits) with significant control by the City of Philadelphia. Their board of directors is comprised of ‘working’ board members—experts in several areas that assist the non-profit.

These board members are very well connected within the community both politically and through their professional skill sets. This will help the trail group to overcome hurdles in building the trail in the most efficient manner. The roles include a management consultant, lending representatives, an academic dean and professor, design consultant, art consultant, local business owners, construction company owner, architecture firm partner, consultant with a background in finance and law, leaders of local advocacy groups, leaders within City staff and elected offices, and leaders within the local chambers of commerce and business community. Because this is such a high-powered board and scheduling can be difficult, meetings are set a year in advance at a set time and location and only occur quarterly.

The Arizona Trail Association (ATA) illustrates a successful transfer of governance from government bureaus to a trail non-profit, as well as how the mission shifts overtime from construction to maintenance and promotion.

The ATA was founded in 1994 to advocate for the trail, provide route info, organize volunteers, identify water and resupply points, and raise money. The Arizona Trail is governed by a partnership between the ATA and government bureaus, led by the USDA Forest Service. At the

beginning of the work building the trail, the government agencies held the majority of the responsibility, but over time much has been transferred to the ATA. The partnership between non-profit, state, and federal agencies is strategic and powerful.¹ The ATA now controls the state trail funding and manages the Trail Steward, who leads the development of the trail. The ATA has the lead role in managing, maintaining, and funding the trail, as the mission has shifted from construction to maintenance and promotion.

The Colorado Trail Foundation (CTF) provides a great example of how a trail non-profit can work closely with one main public partner to build and operate a long-distance trail. The CTF also highlights the power of leveraging private sector donations for a trail.

The Colorado Trail is governed by a partnership between the CTF and the USDA Forest Service outlined by a 2005 MOU. The CTF is responsible for trail development, maintenance, and continued improvement of the trail corridor, while the Forest Service is ultimately the decision maker for analysis, construction, restoration, and maintenance in accordance with their regulations. The Forest Service has delegated much of the actual work, but still maintains overall authority. The two organizations maintain a close working relationship.²

In contrast to most long-distance trails, the CTF is primarily funded by private sources, such as the Gates Foundation, REI, family foundations,

1 Interview with Matt Nelson. Executive Director, Arizona Trail Association. 8/18/17

2 2005 MOU between the Forest Service and the Colorado Trail Foundation

Colorado businesses, and individual donors. Their fundraising success is a result of the CTF’s trail branding, creative donor cultivation, Adopt-a-Trail Program, and numerous grant applications.

The Palmetto Conservation Foundation (PCF) is a great example of how a non-profit can build a trail across land owned by many different groups, including small, private land owners. Additionally, PCF’s work coordinating trail maintenance and their partnership with AmeriCorps provide guidance for the Paso del Norte Trail non-profit as they establish a regional volunteer and maintenance program.

PCF spearheads the Palmetto Trail planning, development, branding and communications. The trail is developed largely through publicly-owned lands, on public rights-of-way, and through easements for recreational use, including rail-trail conversions and access to protected lands. Where that is not possible, PCF relies on MOUs to reach agreement with a private property owner for trail access. Major trail management partners include the South Carolina Department of Parks, Recreation, and Tourism, and the US Forest Service.

Most maintenance is undertaken by the local entity that owns or operates the trail segment of the trail. PCF plays a major role in tracking maintenance needs and in organizing and leading volunteer maintenance efforts. This includes ongoing partnerships with AmeriCorps, and the establishment of the Palmetto Conservation Corps, a trail-based state AmeriCorps program.

The NorthEast Texas Trail (NETT) is a great example of how a non-profit can utilize volunteer committees to achieve their goals through



volunteer assistance and keeping their staff payroll low. The NETT Coalition Board has committees open to members of the public. These committees meet quarterly on the same day as a broader supporters' meeting. The Outreach Committee's purpose is education, advocacy, marketing strategy, and branding of the NorthEast Texas Trail. The Government and Legislative Committee serves as liaison between the NETT Coalition and local, State, and Federal government agencies and Legislators. The Grants and Funding Committee seeks sources of funding through foundation grants and partnerships with various community benefactors. The Design and Construction Committee creates and maintains a consistently favorable design of the physical attributes of the trail features to project a unified and consistent image of the NETT. Objectives include NETT signage, segment wayfinding signage, and trail corridor design attributes. The Long-Range Planning Committee aims to achieve the corporate, financial, and administrative goals of NETT. This is achieved by reviewing growth policies and plans, maintaining the organization's charitable status, responsibly making use of donations and gifts and adhering to the mission and vision of the NETT organization.

ROLES OF PUBLIC AGENCIES AND OTHER TRAIL PARTNERS

City and County Governments

Ongoing Action: Promote, maintain, and provide amenities along their section of trail.

Support from the City of El Paso and El Paso County governments is essential for ensuring the Paso del Norte Trail becomes a continuous, well-maintained, and widely-used trail. Officials should seek to implement overarching trail design

and management guidelines, while maintaining local character as recommended in this master plan. Local city and county governments should establish partnership agreements and clear lines of communication with the Paso del Norte Trail non-profit to coordinate around trail maintenance, volunteer needs, funding, and promotion of the trail. City and County governments should include building, maintaining, and promoting the Trail into their long-range transportation and comprehensive plans. They may also be able to connect the Paso del Norte Trail effort with the El Paso Metropolitan Planning Organization (MPO) that can prioritize Transportation Alternatives funding for projects that are along the Trail's route or ensure that the Trail projects, routing, and goals are incorporated into relevant City, County and regional plans.

El Paso County Water Improvement District No. 1 and the International Boundary and Water Commission

Immediate Action: Provide right-of-way easements, provide resources for trail construction and maintenance, and incorporate the trail into relevant planning documents and capital improvement programs.

The El Paso County Water Improvement District No. 1 (Irrigation District) and the International Boundary and Water Commission (IBWC) manage extensive networks of irrigation canals, ditches, and levees, such as the Franklin Canal and the Rio Grande, which occupy a large portion of the right of way. Undeveloped linear corridors like the Franklin Canal provide a unique opportunity for trail development. It will be important for the District and the IBWC to coordinate with the Paso del Norte Trail non-profit to establish easements for trail alignment and collaborate in trail design,



Franklin Canal, represented in a vintage postcard, has long been a popular public space.



construction, and maintenance that is compatible with irrigation infrastructure and the District's needs for ongoing maintenance access.

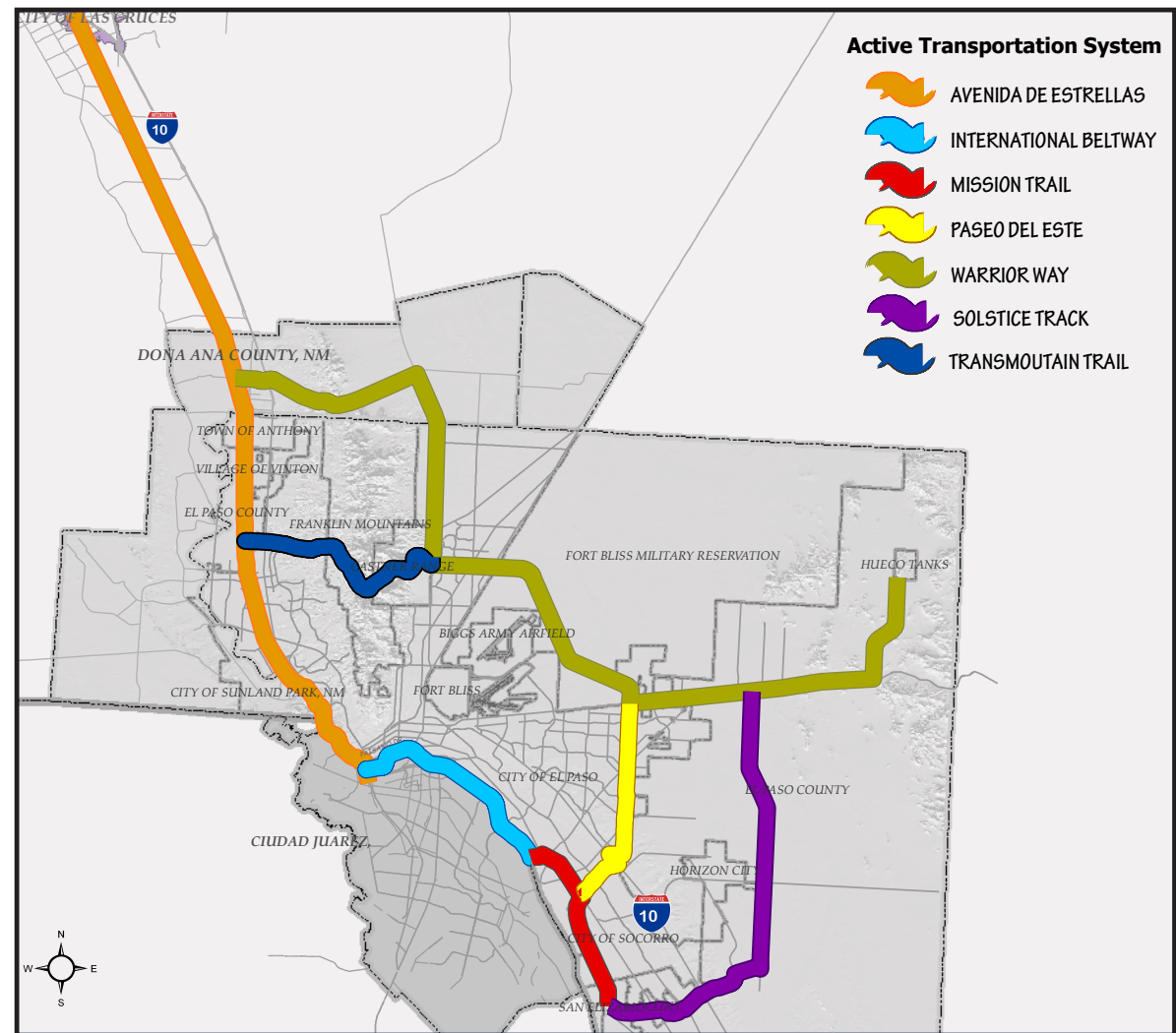
Regional Planning Agencies: El Paso Metropolitan Planning Organization, Rio Grande Council of Governments, Camino Real Regional Mobility Authority

Immediate and Ongoing Actions: Fund construction of the trail, promote the trail at the regional level, and ensure that the trail is incorporated into relevant planning documents, such as long-range transportation plans and unified planning work programs.

Regional planning institutions have access to federal and state transportation funds that can be allocated for trail construction. These funds should be used to construct the trail through local jurisdictions to provide an amenity for their constituents, bring in tourists, and spur economic development. In Florida, the MPO's Coordinating Committee has been instrumental in prioritizing and funding trail projects across nine counties and seven MPOs.³

The El Paso Metropolitan Planning Organization (MPO) has adopted an Active Transportation System (ATS) as shown (see Map 33). The Metropolitan Transportation Plan (MTP) for the region offers valuable insights into the EL Paso region and in fact includes solutions to air quality problems and transportation solutions for the region. The plan identifies 107 projects that should occur before the year 2045 in the county with a large proportion of projects near or on the Paso del Norte Trail area (see Map 34).

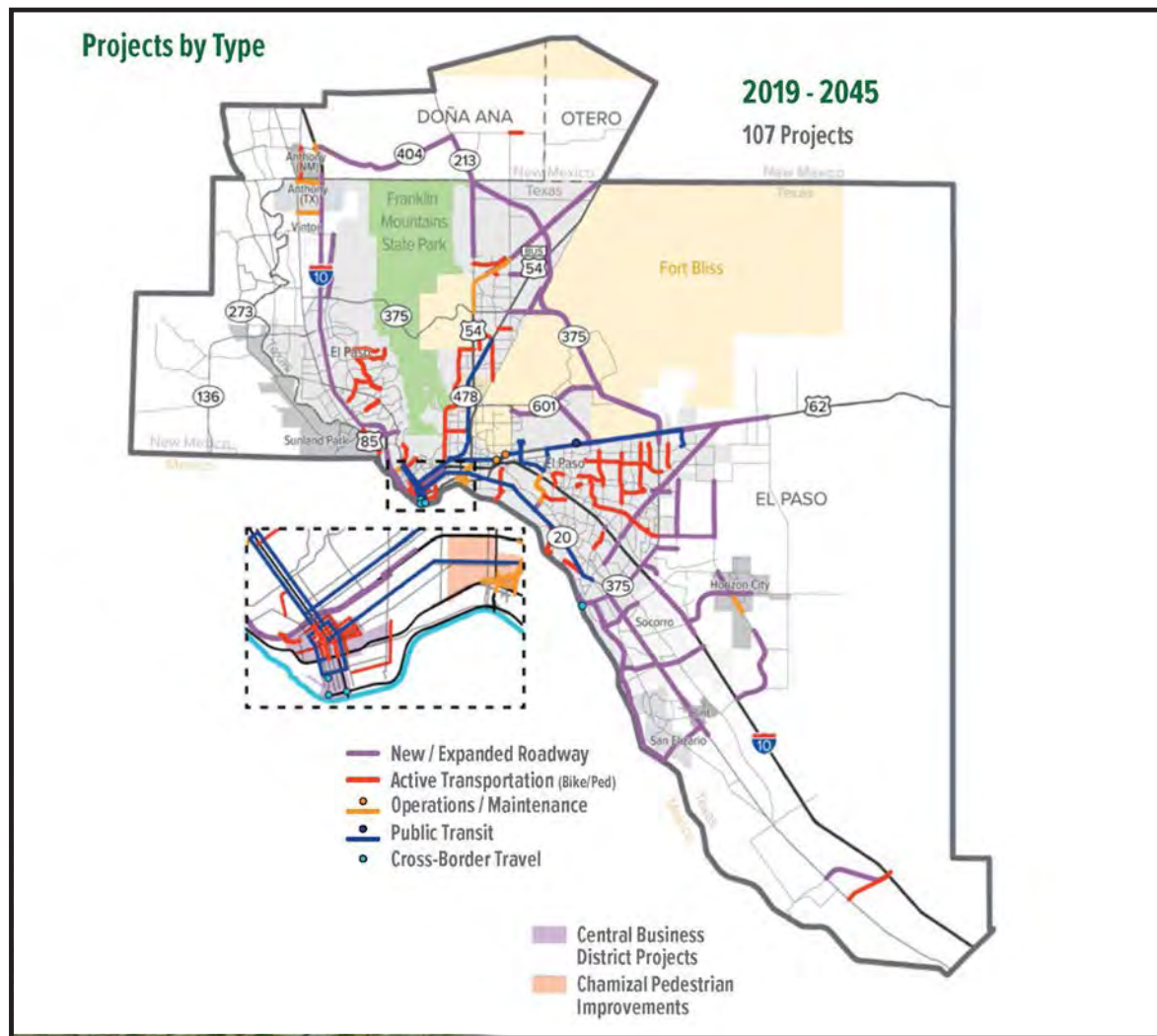
³ <http://tbarta.com/en/chairs-coordinating-committee/about/chairs-coordinating-committee>



Source: El Paso Metropolitan Planning Organization

MAP 33. EL PASO MPO'S ACTIVE TRANSPORTATION SYSTEM





Source: El Paso Metropolitan Transportation Plan, Destino 2045

Non-Profit Partnerships

Immediate Action: Partner with fellow non-profits by cross-promoting programming and sharing best practices for trail advocacy.

The Paso del Norte Trail non-profit should partner with other advocacy groups that have aligned interests in trails, conservation, the Rio Grande River, and community development to coordinate marketing and advocacy efforts and to support events. Collaboration strategies include sharing initiatives through group communication channels, holding coordination meetings, and potentially jointly organizing an event or other action. The Bi-Annual Texas Active Transportation and Trails Conference held by Bike Texas is a great opportunity for non-profits and other trail partners to gather, learn from one another, and coordinate for the years ahead.

Local Businesses

Ongoing Action: Contribute funding and/or volunteer with the Paso del Norte Trail non-profit or other trail partner.

Businesses who want to show they are invested in the community should contribute financially to building the trail or by volunteering their time. High-profile, well-designed trails spur economic development and boost quality of life, which brings direct benefits to the regional business community. Businesses should consider participating in a proposed Adopt-a-Trail program to help keep a specific section of trail clean and maintained. By adopting a trail, businesses get state-wide philanthropic publicity that will be directly beneficial to their reputation in the community. Local businesses that could be advocates include businesses that are related to cycling, sports, and health.

MAP 34. METROPOLITAN TRANSPORTATION PLAN PROJECTS



PASO DEL NORTE TRAIL

IMPLEMENTATION 125

Public Improvement Districts

Mid-term Action: The downtown segments of the Paso del Norte Trail could be a benefit to any Public Improvement Districts (PIDs) that are a part of downtown redevelopment efforts.

Portions of the downtown trail alignments could be co-managed by any existing or proposed PIDs like the Downtown Management District (DMD) and Tax Investment R Zone (TIRZ) that are spearheading downtown development or development in any other more densely populated parts of the city.

Neighborhood Associations

Ongoing Action: Involve neighborhood associations in the promotion and maintenance of the Paso del Norte Trail.

The interest and commitment of neighborhood associations will encourage use of the Paso del Norte Trail, as well as ongoing support and ownership from community members. Their involvement will be important throughout all five districts, but particularly in the more urban areas where the trail's primary alignment and spurs connect to community destinations, schools, and parks.

Volunteers

Ongoing Action: Cultivate a body of volunteers to attend events, assist with trail maintenance, and advocate on behalf of the Paso del Norte Trail.

A strong contingent of dedicated volunteers is essential for the Paso del Norte Trail to become a reality. There is a strong interest in the Paso del Norte Trail in El Paso. Volunteers are invited to help in as small or large a role as they wish. The Paso Del Norte Trail non-profit will create and maintain a streamlined volunteer portal on the trail website

as a one-stop-shop for people interested in getting involved. Volunteers can help by:

- Communicating with elected officials on behalf of the trail
- Sharing information on social media
- Attending a trail clean-up or maintenance event
- Assisting with non-profit administrative tasks
- Stepping into a leadership role with the Paso del Norte Trail non-profit

Neighboring States and Countries

Immediate Action: Partner with the Rio Grande Trail, New Mexico State Parks, Municipality of Ciudad Juárez, and groups along the state border to connect the Rio Grande Trail segments to the Paso del Norte Trail.

Trail advocates and public officials in New Mexico have both expressed interest in linking the Rio Grande Trail segments with the Paso del Norte Trail. The first meeting took place in El Paso in the summer of 2018 and there is good synergy beginning. The International Trail Planning that is taking place in Ciudad Juárez, Mexico could also be a great partner for setting apart the Paso del Norte Trail from others in the country and potentially creating the first international trail in North America along the Mexican border.



Volunteers build a section of trail in Colorado.

PROMOTING THE VISION

This section of the chapter will offer trail promotion recommendations towards three targeted outcomes that balance those short- and long-term steps: trail usage, "friendraising," and fundraising. Trail usage is about getting people out using the trail and ensuring they have a positive experience. "Friendraising" covers building partnerships and recruiting volunteers. Finally, fundraising encompasses seeking grants and sponsor dollars to the support the trail non-profit, fund trail development, and pay for trail maintenance.

TRAIL USAGE

A good trail will market itself over time, but a new one requires marketing and promotion to highlight experiences offered on the trail. As the Paso del Norte Trail begins to take shape, branding and marketing will be essential to get people out enjoying the trail segments that already exist. A strong, identifiable, positive public perception of the trail will build support for ongoing efforts to complete the trail across the whole county.

Trail Branding

Immediate Action: Develop a unified brand that is pervasive across different aspects of the trail—from promotional materials to wayfinding signage to the look and feel of trail heads.

For a trail, a brand influences the user experience. It includes the logo and signage, and conveys a purpose, a sense of safety and comfort, as well as denotes the trail's programming, funding, sponsors, and supporters. It goes beyond the trail logo that has already been developed. Everything from how an email is written to the attitude of a person answering the phone reflects a brand.





Example of a wayfinding signage package.

For a long-distance trail that links many different trails and systems, each with their own alternative names, creating a **unified overarching brand will be essential for building awareness and for user navigability**. The Pacific Crest Trail (PCT) is an excellent example of unified branding done well and cohesively over thousands of miles of trail. The PCT's logo and signs are located along the route according to very specific design guidelines; the signs do not replace the local trail names. The PCT uses "reassurance markers" (logos on trees or signs) at intersections to avoid replacing existing wayfinding wherever possible. In addition to an overarching brand for the whole trail, it may be important to consider sub-brands for the five districts to more closely reflect the identities of those areas. The Playa Drain branding that has already been used is a good example of this.

Consistent Online Presence

Immediate Action: Develop and maintain a consistent online presence through the trail website, social media, and relevant trail apps.

The Paso del Norte Trail non-profit should either utilize the website that was created as part of this project planning or create a new website.

The website should be updated regularly with new and accurate content to encourage repeat visits. The website should reflect the branding of the trail and offer useful resources for trail users, partners, volunteers, and sponsors. Given the many land managers along the trail, establishing opportunities within the website to link directly to a land manager's websites for trail maintenance or user information, or to have that information automatically populate the Paso del Norte Trail website, will be critical.

Rather than creating a new, independent app, the Paso del Norte Trail non-profit can leverage existing resources for a more efficient way to share information broadly to users. The following are examples of popular trail apps, where up-to-date trail information is directly accessed by users:

- **AllTrails (free):** Allows users to search based on location for nearby trails, use GPS to navigate on the trail, view high quality maps, post photos of scenic places, and connect with other users.
- **MapMyHike (free):** Allows users to map trails, view popular treks, connect with other users, and use health tracking technology.
- **CycleMap (free):** Users can plan and get detailed information about bike routes, learn about points of interest and amenities along routes, discover new routes and use them offline.
- **EQUITrail (\$4.99):** Users can view and download equestrian trail maps and share trail information with other users.
- **TrailForks (free):** Provides interactive mountain bike trail maps with topographic layer, access information, points of interest, trail popularity and ratings, compass, and GPS tracking.

FRIENDRAISING

Volunteer Programs and Events

Immediate Action: The Paso del Norte Trail non-profit should work with state, regional, and local partners to organize and implement community events and cultivate volunteers to help build, maintain, and promote the trail.

In a coordinated effort across the corridor, trail managers should work with the trail non-profit to host National Trail Day events on as many segments of the existing trail as possible. Special events are a useful tool for inviting new users to experience the trail and obtaining media attention. By organizing many events across the trail corridor, the trail's magnitude and potential will be evident. The Palmetto Conservation Foundation has used this event planning strategy to successfully raise the profile and garner statewide interest in South Carolina. A variety of national organizations host larger scale efforts such as volunteer vacations.

In 2016, the Pacific Crest Trail Association leveraged \$2.5 million in volunteer hours, highlighting the powerful potential impact created by cultivating a strong network.⁴ These approaches could create similar impacts for Paso Del Norte Trail supporters.

4 Larabee, Mark. The PCTA goes to Washington on behalf of Trails. 2/24/17. <https://www.pcta.org/2017/pcta-goes-washington-behalf-trails-45776/>

Volunteer events accomplish small improvement projects, engender a sense of ownership, and create ambassadors for the trail.



Employment Opportunities

Immediate Action: The Paso del Norte Trail non-profit should strive to team with AmeriCorps to create employment opportunities that enhance the trail and conservation efforts.

The Palmetto Conservation Foundation's volunteer partnership with AmeriCorps is an excellent example for how the Paso Del Norte Trail non-profit could create employment opportunities and training for west Texas youth, while simultaneously building and maintaining the trail. Palmetto's Conservation Corps launched in 2016. The group's crews have maintained and built numerous sections of trail, as well as responded to natural disasters and learned about environmental conservation.

Call on Trail Users

Immediate Action: Engage the coalitions of existing trail users to help spread the word about the Paso del Norte Trail and serve as trail ambassadors.

The Paso Del Norte Trail non-profit should tap into existing user coalitions, such as Velo Paso Bicycle-Pedestrian Coalition, Neighborhood Associations, the El Paso Bicycle Club, EP Cyclists, mountain bike groups, equestrian groups and El Paso bicycle, as volunteers and trail ambassadors. This model has proven successful with other long-distance trails and has the potential to lessen user group conflict by creating joint stewards of a shared resource.

FUNDRAISING

Targeted Media Relations

Immediate Action: The Paso del Norte Trail non-profit should use targeted media relations to celebrate success and show progress towards a completed trail. Ideal coverage will make being a part of the vision irresistible and serve as a fundraising tool.

Stories that resonate across the state and region, such as National Trail Day events, economic impact study results, or sponsorship campaign launches, should be the focus of press releases and press conferences. Earned media is also a great tool for giving valuable credit to trail sponsors.

Brochures and Promotional Collateral

Immediate Action: Local community partners, volunteers, the Paso del Norte Trail non-profit and others should use a brochure and an Annual Trail Report to serve as a marketing tool and project update for advocacy purposes.

The Paso del Norte Trail non-profit should create a brochure, website, and Annual Trail Report and provide regular updates (every two years). The promotional materials provide a basis for developing sponsor and donor handouts, as well as annual benchmarking report to show progress in trail development, fundraising, and friendraising. Recognizing measurable success is an important step towards making the case for potential funders and long-term resource partners.

Sponsor Benefits Program

Immediate Action: The Paso del Norte Trail non-profit should develop a trail sponsor program and Adopt-a-Trail program.

The trail sponsor program should feature different ways that businesses, foundations, and individuals can advertise their financial contributions to the trail. Sponsors at different levels will be recognized on the trail website, printed materials, collateral (patches, stickers, water bottles, t-shirts, etc.) and potentially verbally as a part of media coverage. The trail non-profit must work closely with the Paso del Norte Trail Commission, all partner land managers along the trail, and other key stakeholders to decide which parts of the trail they are willing to "sell" to sponsors. For example, the Palmetto Conservation Foundation allows sponsors to brand physical pieces of infrastructure (such as the Advance America Bridge or the Blue Ridge Electric Co-op Passage) while other trails, like the Colorado Trail Foundation are very successful at leveraging donations and sponsorships without displaying logos or branding trail infrastructure. Sponsor contributions have the potential to fund large percentages of the trail. For example, in 2015, the Arizona Trail Association received 37 percent of its annual operating budget from private sponsor, partially through its successful Adopt-a-Trail program and the Colorado Trail Foundation received over 80 percent.





An example of promotional collateral.

LAND ACQUISITION AND PROPERTY AGREEMENTS

Once the governance structure is in place, it will be important to have a plan to work with existing property owners to integrate the critical segments or properties needed to complete the entire 60 miles of Paso del Norte Trail. Understanding that segments will be completed or designated incrementally as available, rather than in a continuous linear fashion, gaps will likely exist between designated segments.

Multiple landowners and managers will continue to own and manage segments of the trail, however in some cases it may be necessary to acquire property or create property agreements or MOUs to ensure the Trail's long-term continuity. There could be different types of ownership and responsibility breakdowns. One agency could own the land, another could own the trail, and varying agencies or departments could be responsible for different aspects of operations and maintenance (trash removal vs. vegetation maintenance, for instance). There could also be cost-sharing agreements to cover operations and maintenance costs.

MOUs typically outline the obligations of the non-profit and public agency partners and describe how parties plan to work together. As budgets shrink, there is increasing pressure to replace public funding with volunteer hours and private contributions. Additionally, when multiple agencies manage the land, it can be useful to have an outside group coordinate and ensure the project moves forward.

BRICK COMPANY PROPERTY

A plan to acquire the American Eagle Brick Company private property in the Upper Valley District will likely be needed to allow the trail to cross this section of the County using the 'Brick Bridge.' If acquisition is determined infeasible, the trail can be located on the east side of the Rio Grande which would result in a less direct connection.

FORMER ASARCO PROPERTY

Coordination with the University of Texas El Paso (UTEP), which purchased the former ASARCO property, will be necessary to plan for the trail alignment and possibility an iconic bridge on the property. An MOU that defines the trail alignment and how the trail is used, managed, and marketed could be helpful to ensure Paso del Norte Trail is continuous.

IRRIGATION DISTRICT

Ongoing coordination with the El Paso County Water Improvement District 1 (referred to as the Irrigation District) will be necessary since the district owns and operates miles of waterways and adjacent rights-of-way throughout the county. An MOU similar to that described with UTEP will also be helpful for these properties. Funding for these trail improvements will be hinged on the type of improvements made (for example, concrete lining of waterway channels may not be funded by all sources).



American Eagle Brick Company Property's 'Brick Bridge'.



MANAGING TRAIL USE

CUSTOMER SERVICE: CREATING A COURTEOUS TRAIL ENVIRONMENT

Agencies and organizations successful at keeping trails conflict-free identify proactive outreach and engagement, combined with on-trail user information and management. These strategies are important and effective for creating a safe and courteous trail environment. Responsibility for creating this positive, safe environment will be shared between the Paso del Norte Trail non-profit and land managing agencies. The non-profit will take the lead on positive messaging and creating a courteous culture, while the trail managing agencies will use their pre-existing mechanisms for enforcing regulations.

Education and Outreach

Ongoing Action: Use positive messaging to advertise clear, enforceable trail rules and regulations regarding staying on designated trails, rights-of-way, warning when overtaking, speed limits, etc. Negotiate with local trail section partners to create one cohesive set of rules for the trail.

For example, instead of posting a sign saying, "Don't speed" post one that states, "Please travel at a safe speed." Numerous studies show positive messaging achieves better overall compliance from road and trail users.⁵ For the Paso del Norte Trail this messaging should be proposed to all partner agencies given the number of jurisdictions that the trail will traverse.

⁵ Hoekstra, Tamara and Wegman, Fred. "Improving the effectiveness of road safety campaigns: Current and new practices." IATSS Research. November 22, 2010.

Immediate and Ongoing Action: Train staff and volunteers that a friendly trail environment will foster a positive experience for users and preempt user group conflict.⁶

Pair this approach with enforcement strategies such as monitoring, warnings, radar, and citations.

Ongoing Action: Create a "Trail Rangers" or "Trail Ambassadors" program where volunteers can hand out local restaurant gift cards or other rewards for good trail behavior and report vandalism or maintenance issues. Involve different trail user group members as volunteers or paid Trail Rangers.

The Fred Marquis Pinellas Trail, in Florida, has a successful application-based Trail Ranger Program. Many program volunteers are retirees from the neighboring community who enjoy the opportunity to patrol the trail by bike or on foot. The Rangers provide information to visitors, and assist with light maintenance, and special events. Participation requires completing a certification course and 100 hours of service in the first year. Volunteer efforts are supported by law enforcement, because they cannot enforce speeding violations or other crimes.

Ongoing Action: Use the website and social media to share up-to-date information about changes to trail regulations, maintenance, and closures.

Provide information to users about rules, policies, and advice for trail user respect, right-of-way requirements, courtesy, routes, destinations, and conditions. The non-profit should link to land managing agency websites with up-to-date information about trail conditions. This approach will save the non-profit from needing to devote as many hours keeping their website up to date.

⁶ Trail Use Conflict Study. California State Parks Road and Trail Change in-Use Evaluation Process, prepared June 2012 by Alta Planning + Design

Trail Design

Conflicts on trails (especially on paved but also soft surface trails) tend to center on the speed differential of trail users with different skills and desired uses compared to other users, and on slower users blocking the trail. User conflicts can be a particular challenge at trail and loop junctions and entry points, and at activity areas and other stopping points. Overall, actual accidents between trail users are quite rare. However, trail design, in addition to outreach and education, can facilitate a positive user experience and create consistency among different managing agencies.

Immediate Action: Design the trail using best practices that encourage good trail user behavior and avoid user conflict.

1. **Tread Width and Passing Space.** Provide sufficient width of the trail tread and existing or created space to allow users to pass each other, either as a continuous condition, or as passing spaces at defined intervals. This also includes vertical clearance from overhanging trees and objects.
2. **Sight Distance.** Include adequate length of the trail visible ahead to the user. This is particularly important to resolve in conjunction with speed control features, turns, and sinuous layout.
3. **Turn Radius.** Create a minimum inside radius of turns to ensure that they can be comfortably negotiated.
4. **Speed Control Features.** Install pinch points, choke points, trail anchors, technical trail features, 'stiles', and other elements specifically designed to limit users' speeds.
5. **Gradient.** Apply design limits or variations in the gradient of the trail to allow for multiple uses.



6. **Trail Layout and Classification.** When considering trail suitability for multiple uses, factor the level of use of the trail, availability of alternative trails and routes, and the potential for trails to primarily serve one or multiple user types.⁷

7 For Additional design guidelines, refer to the following sources: AASHTO Guide for the Design of Bicycle Facilities, 2012; FHWA Separated Bike Lane Planning and Design Guide, 2015; FHWA Manual on Uniform Traffic Control Devices (MUTCD), Part 9, Bicycle Facilities, 2009 amended; US Access Board Final Guidelines for Outdoor Developed Areas, 36 CFR Part 1191

Guide for the Development of Bicycle Facilities

2012 • Fourth Edition



AASHTO Bicycle Facilities Guidelines.

SPECIAL EVENT USES

Immediate and Ongoing Action: Institute special event usage guidelines and requirements to proactively plan for large events.

When special events are hosted on a passage of the Paso del Norte Trail, a single day with a large volume of hikers, runners (El Paso Marathon), or mountain bikers can create substantial maintenance issues, as well as conflicts with other users of the trail. The Paso del Norte Trail non-profit should establish special event guidelines or requirements as outlined below. They can work with a specific trail passage landowners and/or land managers and local agency staff to review the guidelines and establish event-specific requirements for any company or organization seeking to host an event on the Trail.

Special Event Usage: Guidelines

To ensure a successful event for all involved parties, guidelines should specify:

- Which sections of the trail are available for special events and which are not.
- What types of events are permissible or prohibited (from mountain bike races to mud runs to scavenger hunts).
- Which months of the year or days of the week are available or restricted for special events.

Special Event Usage: Requirements

To ensure a successful event for all involved parties, requirements should specify:

- A meeting with Paso del Norte Trail non-profit staff and volunteers and the landowner/land manager at least four weeks prior to the event.
- A special event usage fee and/or a negotiated donation amount to be provided to a Trail Maintenance Fund.

- Maintenance activities that need to occur within a set time frame after the event to restore the trail's condition and repair any damage (this could occur as a volunteer workday organized by the event promoter).
- Opportunity for the Paso del Norte Trail non-profit to advertise at the event.
- Permission for the Paso del Norte Trail non-profit to contact the event attendees (once) with an email inviting them to become members of and/or volunteer for the organization.

FUNDING SOURCES

A goal of the Paso del Norte Trail is that it be a destination-worthy trail that functions as a local recreation and transportation trail and becomes a place of pride and positive focus for El Paso County.

There are multiple funding sources that are available for active transportation projects such as this. Given the scope of this project and phasing time line, segments of the trail will most likely be funded using a variety of different mechanisms.

The following approach to funding is advised:

- The approach must be diverse and creative.
- Teaming with local and State funding agencies will be necessary; they usually require matching funds.
- Phasing will be important.
- Typically, trails are funded by a combination of private and public (State and Federal) funds.



FEDERAL FUNDING SOURCES

The federal government has numerous programs and funding mechanisms to support bicycle and pedestrian projects, most of which are administered by the US Department of Transportation in cooperation with state and regional entities. The following federal programs are made available to local communities in Texas through state and regional entities, including Texas Department of Transportation, Texas Department of Parks and Wildlife, the El Paso Metropolitan Planning Organization.

FIXING AMERICA'S SURFACE TRANSPORTATION ACT

Congress passed a five-year transportation bill in 2015 called the Fixing America's Surface Transportation (FAST) Act. The FAST Act provides funding for eligible bicycle projects through multiple funding programs already in existence in prior federal transportation bills. Bicycle project eligibility typically requires a local match of at least 20 percent and must meet federal design standards. The FAST Act now recognizes NACTO design guidelines in addition to AASHTO and state design standards for bicycle facilities, providing cities with added flexibility for the design of projects.

SURFACE TRANSPORTATION BLOCK GRANT PROGRAM

The FAST Act replaced the Transportation Alternatives Program (TAP) funding with a set-aside of funds under the Surface Transportation Block Grant Program (STBG). The Federal Highway Administration (FHWA) will refer to these funds as the TA Set-Aside. Eligible activities and projects

include on- and off-road pedestrian and bicycle facilities, infrastructure projects improving access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trails projects, safe routes to school projects, and projects for planning, designing, or constructing boulevards or other roadways largely in the right-of-way of former divided highways.

CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT

Congestion Mitigation and Air Quality Improvement (CMAQ) funds transportation projects to reduce ozone and carbon monoxide pollution and meet national ambient area air quality standards (NAAQS) in Clean Air Act non-attainment areas. The construction of pedestrian and bicycle facilities using CMAQ funding must explicitly provide a transportation function.

BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT

Earlier in 2018, the Better Utilizing Investments to Leverage Development (BUILD) replaced the pre-existing Transportation Investment Generating Economic Recovery (TIGER) grant program. This grant is targeted on investments in surface transportation infrastructure that will have a significant local or regional impact. Paso del Norte Trail is a good candidate to receive BUILD funding since BUILD funds roads, bridges, or inter-modal transportation; seeks to support access in rural areas; and evaluates projects based on their safety, economic competitiveness, quality of life, environmental protection, state of good repair, innovation, partnership, and ability to get other non-Federal funding.

LAND AND WATER CONSERVATION FUND (LWCF)

The goal of the Land and Water Conservation Fund is the creation and maintenance of high quality recreation resources through the acquisition and development of public outdoor recreation areas and facilities. The program operates on a reimbursing basis. The local sponsor matches 50 percent of the project cost prior to applying for the grant. After the project is approved, the sponsoring park and recreation board receives a reimbursement of 50 percent of the actual project costs. Applicants must submit a bill to the grant coordinator to request the federal share of the cost throughout the grant term.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

While not traditionally viewed as a source of funding for bicycle and pedestrian projects, the Community Development Block Grant (CDBG) program provides money for streetscape revitalization and other improvements that can enhance walking and bicycling. Federal CDBG grantees may use funds for:

- "Acquiring real property
- Reconstructing or rehabilitating housing and other property
- Building public facilities and improvements, such as streets, sidewalks, community and senior citizen centers and recreational facilities
- Paying for planning and administrative expenses, such as costs related to developing a consolidated plan and managing Community Development Block Grants funds
- Providing public services for youth, seniors, or the disabled
- Initiatives such as neighborhood watch programs."



STATE FUNDING SOURCES

TEXAS PARKS & WILDLIFE'S RECREATION GRANTS

The Texas Parks & Wildlife Department provides local agencies and organizations with a variety of funding sources to develop places and programs that support recreation activities and connect Texans to the state's diverse and abundant natural resources. The Outdoor and Indoor Recreation Grants each provide a 50-percent funding match for local units of governments to acquire and develop parkland, renovate existing public recreation areas, and construct recreation centers, nature centers, and other park facilities.

LOCAL GOVERNMENT FUNDING & BONDS

While state and federal funding sources for bicycle and pedestrian projects and programs continue to be in short supply and high demand, local funds can often be the most reliable funding source to get a project done or develop an encouragement or education program. In addition, local funding is often required as match for external funding sources.

BOND CAMPAIGNS

Another funding source option is initiating a municipal or county bond campaign. Often used to fund schools and public facilities, including parks, trails, and street/road/sidewalk construction, bonds must be approved in an election. The purpose, amount, rate of interest, and date of maturity must be specified before it gets on the ballot.

CAPITAL IMPROVEMENT PROGRAM

As with most cities, El Paso has limited funds with which to implement bicycle and pedestrian projects and programs. By creating a dedicated set-aside in the Capital Improvement Program, the City can focus, prioritize, and plan for capital expenditures for trails, on-street bikeways, and other projects that improve conditions for walking and bicycling. This set-aside may also be used as a local match for external funding sources, or as contributory towards bicycle and pedestrian elements of larger projects. Dedicated funding sources for supporting education and encouragement programs could also be established within the other city budgets such as those for public safety, facility development and maintenance, and parks and recreation.

Additionally, the City can and does utilize bond funding for both Capital Improvement projects as well as Quality of Life projects.

SPECIAL DISTRICTS

In 1987, the State of Texas passed into law the Public Improvement District Assessment Act, which allows counties and municipalities to levy and collect special taxes to finance public infrastructure that promotes economic growth and development. A Public Improvement District can be established for the construction of street and sidewalk improvements; park, recreation and cultural improvements; the creation of pedestrian malls; public safety and security; landscaping and aesthetic improvements; and a host of other capital projects.

Additionally, a city can create special districts called Municipal Management Districts, Tax Increment Reinvestment Zones, Parking Benefit Districts, and Transportation Reinvestment Zones. Each of these

districts can serve as a financing tool to support improvements through bonds, taxes, assessments, impact fees, or other funds.

TRANSPORTATION IMPROVEMENT PROGRAM

The El Paso MPO also identifies funding for years in advance through their Transportation Improvement Program (TIP). The MPO identifies the transportation projects and strategies from the Metropolitan Transportation Plan (MTP) that it plans to undertake over a four-year period. All projects within the MPO jurisdiction receive federal funding and all of them must be in the TIP. The TIP is the region's way of allocating its limited transportation resources among the various capital and operating needs of the area, based on a clear set of short-term transportation priorities. The TIP is updated every five years in air quality attainment areas or every four years in non-attainment or maintenance areas. In cases where a metropolitan area is designated as a non-attainment or maintenance area, the plan must conform to the SIP for air quality. Under federal law, the TIP:

- Covers a minimum four-year period of investment;
- Is updated at least every four years;
- Is realistic in terms of available funding and is not just a "wish list" of projects. This concept is known as fiscal constraint;
- Conforms with the State Implementation Plan (SIP) for air quality in non-attainment and maintenance areas;
- Is approved by the MPO and the governor of Texas; and
- Is incorporated directly, without change, into the Statewide Transportation Improvement Program (STIP). The TIP and the STIP must be consistent with each other.



CHARITABLE GRANTS FROM LOCAL FOUNDATIONS AND CORPORATIONS

Other local foundations and corporations supporting health, well-being, or quality of life issues could team with Paso del Norte to contribute funding.

TRAIL MAINTENANCE

A multi-use trail is a unique public facility because it blends two distinct purposes. It is a non-motorized transportation corridor that in many respects must be managed like a street to assure user safety; it is also a greenway serving a variety of recreational user groups.

It is likely the Paso del Norte Trail will be considered a joint- or shared-use facility, defined as a paved trail open to the general public for recreation and non-motorized transportation purposes in a corridor that serves other transportation functions.

Effective trail maintenance is critical to the overall success and safety of any trail system. Maintenance activities typically include pavement stabilization, landscape maintenance, facility upkeep, sign replacement, mowing, litter removal and painting. As referenced earlier in the management section, successful maintenance program requires continuity and often involves a high level of community participation. Routine maintenance on a year-round basis will not only improve trail safety, but will also prolong the life of the trail. The benefits of a good maintenance program are far-reaching and may be:

- An effective advertisement to promote the trail as a local and regional recreational resource.

- An effective deterrent to vandalism, litter and encroachments.
- Necessary to preserve positive public relations between the adjacent landowners and managing agency.
- Efficient in enforcing regulations on the trail. Local clubs and interest groups will take pride in their trail and will be more apt to assist in protection of the trail.
- Helpful in improving safety along the trail.

ONGOING MAINTENANCE

Ongoing trail maintenance likely includes the following activities: vegetation management, surface repair and sweeping, fence repair, removal of litter and dumped materials, signage repair, and debris removal after storm events. These activities are described in detail in the following sections and could become part of the property agreements with individual property owners.

VEGETATION MANAGEMENT

In general, visibility between trailside plantings should be maintained to avoid creating a feeling of enclosure. This will also give trail users good, clear views of their surroundings, enhancing the aesthetic experience. Under-story vegetation near the trail will be maintained at a height of less than 36 inches. Selection and placement of trees will minimize vegetative litter on the trail as well as root uplifting of pavement. Vertical clearance along the trail will be periodically checked, and any overhanging branches will be pruned to a minimum vertical clearance of 10 feet.

Measures to protect the trail, include bi-annually (or as needed) mowing along both sides of the trail to prevent invasion of plants into the pavement and shoulder areas. Wherever possible, vegetation control should be accomplished by mechanical means or hand labor. Where this is not

feasible a limited application of a state-approved herbicide may be effective.

SURFACE REPAIR AND SWEEPING

The trail surface will be kept free of debris, especially broken glass and other sharp objects, loose gravel, leaves and stray branches. Trail surfaces will be swept monthly. Soft shoulders will be well maintained to maximize usability. Cracks, ruts and water damage will be repaired as they are discovered during inspection. Where drainage problems exist along the trail, ditches and drainage structures will be kept clear of debris to prevent wash-outs along the trail and maintain positive drainage flow. Checks for erosion along the trail will be made during the wet season, and immediately after any storm that brings flooding to the area.

REMOVAL OF LITTER AND DUMPED MATERIALS

Staff or volunteers will remove litter along the trail. Litter receptacles will be placed at primary access points such as trailheads, as shown in the plan. Vehicle barriers, regulatory signage and enforcement of fines should control dumping as much as possible. When dumping does occur, it will be removed as soon as possible to prevent further occurrences. Neighborhood volunteers, friends' groups, alternative community service crews, or inmate labor crews may be considered in addition to maintenance staff. An Adopt-a-Trail program can be set up for organizing community maintenance for segments of the trail.

SIGNAGE REPAIR

Signs will be replaced along the trail on an as-needed basis so they remain representative of the overall trail branding and are legible and intact.



MAINTENANCE OF LIGHTS

Bulbs will be replaced as they burn out and light fixtures will be inspected at monthly intervals and repaired or replaced when required to maintain safety on the trail.

MAINTENANCE SCHEDULE

SHORT-TERM MAINTENANCE FREQUENCIES

Table 2 specifies the estimated frequency that each of the maintenance activities should take place.

LONG-TERM TRAIL MAINTENANCE

In addition to ongoing maintenance, long-term maintenance will be necessary. Based on observations and analysis of existing asphalt trails, if asphalt trails are incorporated, the pavement surfacing will need an overlay or extensive replacement and renovation every 25 to 30 years. However, this extensive replacement could be mitigated and the expense reduced with preventative maintenance measures such as slurry sealing every five to eight years to prevent surface raveling.

The cost of extending the life of existing asphalt by crack repair and slurry sealing are relatively small compared with reconstruction or overlay. Slurry sealing is estimated at \$5,000 to \$10,000 per mile. The cost of reconstructing an asphalt trail if the condition has become deteriorated would cost approximately \$350,000 to \$1,000,000 per mile.

TABLE 2. SUGGESTED MAINTENANCE SCHEDULE

Item	Suggested Frequency
Fence/barrier repair and replacement	Immediate
Lighting replacement/repair	As needed
Remove fallen trees	As needed
Water plants	As needed
Bollard replacement	As needed
Sign replacement/repair	As needed
Trash disposal	As needed, twice a week
Graffiti removal	Weekly/or as reported
Weed control	Monthly
Pavement sweeping	Monthly
Planted Tree, Shrub, trimming/fertilization	6 months- 1 year
Debris removal	Bi-annually or as needed
Shoulder pruning*	Bi-Annual – Fall/Spring
Clean drainage system	Annual
Maintain benches, site amenities	1 year
Maintain irrigation lines/replace sprinkler components	1 year/as needed
Pavement marking replacement	1-3 years
Pruning to maintain vertical clearance	Annually – Winter or as needed
Pavement sealing	5-8 years
Lighting inspection and repair	Monthly or as reported
* Additional maintenance may be required.	

MAINTENANCE VEHICLES

Typical maintenance vehicles for the trail will likely be light pick-up trucks or small utility vehicles. A mechanical sweeper is recommended to keep the trail clear of loose gravel and other debris. Care should be taken when operating heavier equipment on the trail to avoid breaking the edge of the trail surface.



Typical asphalt trail replacement/repair (above left). A trail in need of maintenance (above right).



NATIONAL DESIGNATION OF TRAILS

In recent decades, many states have decided to highlight their unique recreation opportunities and natural landscapes by creating their own cross-state trails. Many of these have achieved one of the national trail designations outlined in the National Trail System's Act of 1968, which made it federal policy to promote trails by providing financial assistance, support of volunteers, and coordination with other stakeholders. As a result, 11 national scenic trails and 19 national historic trails have been established by law (and are administered by the National Park Service, the USDA Forest Service, and the Bureau of Land Management, depending on the trail); almost 1,300 national recreation trails have been recognized by the Secretaries of Agriculture and Interior and seven side-and-connecting trails have also been certified. Should the Paso del Norte Non-profit seek to cross into New Mexico, the following trail designations could be sought:

National Scenic Trails are 100 miles or longer, continuous, primarily non-motorized routes of outstanding recreation opportunity. Such trails are established by Act of Congress and have a designated National Scenic Trail Administrator who champions the project and coordinates between different jurisdictions.

National Historic Trails commemorate historic (and prehistoric) routes of travel that are of significance to the entire nation. They must meet all three criteria listed in Section 5(b)(11) of the National Trails System Act. Such trails are established by Act of Congress. These trails allow for motorized use.



National Recreation Trails, also authorized in the National Trails System Act, are existing regional and local trails recognized by either the Secretary of Agriculture or the Secretary of the Interior upon application. They do not need approval from Congress. Trail distances range from less than a mile to 485 miles in length. NRTs are open to foot traffic, watercraft, bicycles, in-line skates, wheelchairs, cross-country skis, and off-road recreation vehicles such as motorcycles, snowmobiles, ATVs, and four-wheel drive vehicles.

American Discovery Trails are a proposed new national trail designation that would recognize trails that link urban places with backcountry trails in natural environments.

NATIONAL TRAIL DESIGNATION BENEFITS

The National Trail designation of any type helps streamline coordination between land managing agencies, prioritizes the trail for federal money and maintenance, spurs private donations, brings tourism to rural and urban areas, and opens the option to share information easily with other National Trails through the Partnership for National Trails Systems.

NATIONAL TRAIL DESIGNATION CHALLENGES

One challenge sparked by a National Trail designation is the need to update an existing trail to meet sustainability design standards, including a maximum trail grade. Additionally, adding a federal agency partner also introduces a higher level of bureaucracy to efforts to fund and maintain a trail.

PASO DEL NORTE TRAIL DESIGNATION OPPORTUNITIES

National Scenic Trail designation may not be an option if the Paso del Norte Trail includes segments that are along a road or allows other motorized use, however National Historic Trail designation could be an option because it does allow for motorized sections of trail. The deadline to apply for this designation is November 1, annually, and National Park Service can assist in the nomination process.







El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-460, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Ofelia Mletzko to the Museums and Cultural Affairs Advisory Board by Representative Henry Rivera, District 7.



Board Appointment Form

City Clerk's Office

REVISED

10:11 am, Mar 20, 2024

Appointing Office	Representative Henry Rivera, District 7
Agenda Placement	Consent
Date of Council Meeting	03/26/24
Name of Board	Museums and Cultural Affairs Advisory Board
Agenda Posting Language	
Appointment of Ofelia Mletzko to the Museums and Cultural Affairs Advisory Board by Representative Henry Rivera, District 7.	
Appointment Type	Regular
Member Qualifications	
Please see Resume	
Nominee Name	Ofelia Mletzko
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 7
City Employed Relatives	No
Board Membership	
No	
Real estate owned in El Paso County	
Previous Appointee	Jeffry Harris
Reason for Vacancy	Term Expired
Date of Appointment	03/26/24
Term Begins On	10/01/21
Term Expires On	10/01/25
Term	First Term

Luz Ofelia Mletzko

El Paso, Texas, United States



Summary

Luz Ofelia Mletzko attended Phoenix University of Santa Teresa and Park University in Fort Bliss - Sales and Marketing Major.

After working in the Maquiladora Industry in various positions from Assistant, Production Planner and later Materials Manager for Major US Corporations (Zenith, Acer, A.O. Smith, Proctor Silex) she joined Future Electronics, a Worldwide Distributor based out of Canada. She later joined Arrow Electronics, a Worldwide Electronic Distributor with Headquarters in New York.

She is currently a Top Producer for Sager Electronics since 2003, an Electro-Mechanical Component Distributor with Headquarters in Massachussetts. She holds the position of Territory Sales Manager for the Country of Mexico where she works closely with Maquiladora Executives from major US Corporations, establishing Vendor Managed Inventory Programs, and Replenishing programs for their Electro-Mechanical Components Supply Chain.

She is an active participant of the Hispanic Chamber of Commerce in El Paso/Women Business Center, Toastmasters International, Past President of The Rotary Club of West El Paso, Founder and President of The El Paso Rotary Zaragoza Club in 2018. D5520 Rotary Toastmaster Chair, D5520 Environmental Ambassador, Board Member of the Salvation Army and RotaCare Free Medical Clinic, Committee Member of Money Smart Week - Federal Reserve Bank of Dallas in El Paso, Speaks English/Spanish, Conversational Italian. A Triathlete and Competitive Runner.

Experience

Territory Sales Manager

Sager Electronics

Jan 2003 - Present (21 years 2 months)

Responsible for the Sales and Marketing of ElectroMechanical Components to the Maquiladora Industry. Develop marketing strategies to optimize sales growth and account penetration on a bi-cultural market. Forecast new product potential. Work closely with CSRs in the US to meet and exceed quarterly budgets and maintain the highest service levels. Coordinate monthly review meetings, review sales budgets and forecast information. Maintain strong territory presence with local Rep. and Customer Community. Currently covering all the Mexico Territory with the exception of Baja and Nogales. Current Territory exceeds \$12M.

Accomplishments:

- *Continually top three in the Company
- *2016 Flextronics SMI Agreement with a \$2.5M potential 1st. year
- *2018 Jabil Guadalajara - Consignment Program
- *2011 \$10M Territory
- *2008 ECI Top Distributor Award
- *2007 and 2006 ECI Supplier Recognition Program
- *2005 Via Systems Distributor of the Year
- *2005 Territory increased from \$500 to \$8M in Sales

*2005 Developed and implemented first "Account Development Program" for Territory Assigned



Field Sales - Mexico

Arrow Electronics

Oct 1997 - Jan 2003 (5 years 4 months)

Accomplishments:

- *200% growth within 1st. year
- *Increased local market position to number #2 within 12 months
- *Contract Manufacturing responsibilities awarded in Nov. 99 in addition to OEM accounts
- *Implemented Valeo's Value Added Program on National Semiconductor -Franchised line
- *Awarded Pollak In-Plant Store in Feb. 2000, an \$8Million Potential and Arrow's first in-plant store in Mexico
- *Alphabet's Value Added Program, a \$4M potential, 80% electromechanical content.
- *Increased account base from 10 to 45 accounts within six months
- *Co-developed and led in the Scientific Atlanta transition to the local Branch in El Paso



Group Sales Manager

Future Electronics

Oct 1995 - Oct 1997 (2 years 1 month)

- *Increased employee morale
- *Trained sales staff in contract negotiation techniques and administrative reporting requirements
- *Managed 3-state region
- *Supervised five Field Sales Representatives generating an excess of \$4M
- *Promoted to Sales Manager within six months on the Job
- *Increased own Territory from \$200k to \$5M by end of first year

Education



Universidad de Los Andes

Certification, Doing Business in Latin America

Aug 2021 - Nov 2021

An overview on distinctive characteristics of Latin based organizations and their economic development. Course was set to gain better understanding on how these organizations create competitive advantage through costs and differentiation, their industrial policies, and how multinationals domestic success leverages their internationalization strategies through market selection, speed into market, and entry modes.



University of Illinois Urbana-Champaign

Strategic Leadership and Management - Diplomado, Business, Management, Marketing, and Related Support Services

May 2021 - Sep 2021

iMBA qualified Courses cover foundations of everyday leadership, leadership applications, designing and managing the organization, business and corporate strategies.



SDA Bocconi

SDA Bocconi School of Management, Milano - Italy, International Leadership and Organizational Behavior - Certificate

Feb 2021 - May 2021

Certification navigates the leadership challenges that apply to International Leaders and, how successfully advance international and global agendas, by integrating different local and remote resources, cultures, languages, and form teams that can work together successfully at the level any organization to meet goals and objectives. This course navigates situational work assignments across national borders and in multi-cultural environments, and was designed to deal with customers or suppliers abroad, or part of a dispersed cross-functional team or with international assignments by surrounding assignments with a global on-line community.



University of Phoenix

Sales and Marketing

1999 - 2001



El Paso Community College

2018 - Present



The University of Texas at El Paso

Conversational Italian

Skills

Key Account Management • Electronics • Sales Management • New Business Development • Account Management • Supply Chain • Product Management • Manufacturing • Sales • Six Sigma



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-463, 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.

Donald Brown to the Veterans Affairs Advisory Committee by Representative Art Fierro, District 6.



Board Appointment Form

City Clerk's Office

REVIEWED

By City Clerk's Office at 11:32 am, Mar 20, 2024

Appointing Office	Representative Art Fierro, District 6
Agenda Placement	Consent
Date of Council Meeting	03/26/24
Name of Board	Veterans Affairs Advisory Committee
Agenda Posting Language	
Appointment of Donald Brown to the Veterans Affairs Advisory Committee by Representative Art Fierro, District 6.	
Appointment Type	Regular
Member Qualifications	
Resides in the City of El Paso; Retired Army Veteran; Training and certifications in managing, counseling, budgeting and risk management.	
Nominee Name	Donald Brown
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 5
City Employed Relatives	N/A
Board Membership	
Capital Improvements Advisory Committee	
Real estate owned in El Paso County	
Previous Appointee	Bruce Biegel
Reason for Vacancy	Term Expired
Date of Appointment	03/26/24
Term Begins On	03/26/24
Term Expires On	03/25/28
Term	First Term

DONALD BROWN

El Paso, Tx



PROFESSIONAL SUMMARY

Safety Director and Army Veteran with an active Secret Security Clearance. 25+ years of proven ability to interact and collaborate with multiple levels of management and diverse cultural audiences via the DoD. Achieved measurable results while leading teams of up to 150 personnel in dynamic, fast - paced environments. Possess a comprehensive background in Safety derived from conducting operations in the US and global operations in South Korea, Iraq and Afghanistan. Managed risk upon multiple lines to protect assets, property, and equipment valued over \$100M while meeting the expectations of executive leadership. Fifteen years' experience in Safety Planning and Operations with specialized training in strategic planning, fiscal management, process improvement, and collaborative relationships. Possess extensive knowledge of Occupational Health and Safety Administration rules and regulations, with Certification of Completion of OSHA 501, 510, and 511. Recognized as a driver of organizational effectiveness throughout career, advocating a variety of successful programs and initiatives.

- Multi-Functional Leadership
- Operations Management
- Public Speaking / Presentation
- Training / Development
- Supervision / Team Building
- Emergency Management
- Advanced Security Operations
- Data Analysis
- Asset Management
- Personnel Management
- Communication; Verbal, Written
- Project Oversight
- Human Resources Management
- Program Management
- Problem Solving / Decisive

PROFESSIONAL EXPERIENCE

United States Army – Fort Bliss, TX

1996 – Present

Safety Director

Principal advisor to executive leadership regarding the development of military and communication equipment for the Department of the Army.

- Provided technical expert advice to identify, analyze, and provide risk management control measures for training exercises with 3500-6550 participants
- Researched, reviewed, and applied safety practices; and maintained a safety database for trend analysis of accidents in accordance with the Occupational Safety and Health administration rules and regulations
- Conducted accident investigations and area inspections to determine contributing factors and root causes; developed action plans to prevent future accidents

Safety Manager

Implemented and monitored the CEO's safety program for 50+ personnel in the Chinook helicopter unit; investigated and reported ground and aviation accidents and incidents to inform leadership on how and why, and most importantly how to prevent in the future

- Advised and mentored senior leadership on safety programs; provided training on hazardous materials, hot and cold weather training, environmental factors, and physical and mental stresses to the body
- Maintained technical / tactical proficiency as Pilot in Command of a \$30M aircraft in austere environments
- Turned in over \$300M in equipment to support the company restructure

Safety Manager / Team Supervisor

Maintained proficiency in all aspects of Chinook helicopter operations; coordinated, planned, led, and safely executed humanitarian, inter-service, and international missions while stationed in South Korea.

- Managed maintenance operations of 12 helicopters, to include inspections, engine replacements, and transmission replacements

Safety Manager / Team Supervisor (Continued)

- Integrated risk management process into planning, support and training operations; enforced and maintained safety standards, policies, regulations; ensured optimum working environment for all personnel
- Managed the professional growth and counseling of seven personnel daily; resulted in quarterly and yearly evaluation reports, career development counseling and mentorship
- Managed the daily activities, professional growth, counseling, and evaluation of 41 junior employees; presented regular reports to leadership on team morale, discipline, and training
- Served in five other support positions as extra duties and responsibilities while meeting safety manager and team supervisor obligations

SPECIALIZED TRAINING | CERTIFICATIONS

Department of Army Safety and Occupational Health Career Field Ansi Accredited Cp-12 Professional Certificate, 432 hours
Confined Space Hazard Prevention Training (OSHA Susan Harwood Grant Program)
OSHA Construction Outreach Class, 10 hours
Hazardous Materials Instructor, 28 hours (CEUs Earned 2.80 hours)
Occupational Safety & Health Standards for General Industry, OSHA #511, 30 hours
Environmental Quality Officers Course, 24 hours
Basic Aircraft Accident Investigation AND Aviation Safety Officer Course 12-005
Unit Armorer Course, 80 hours
Survival, Evasion, Resistance, and Escape; Level C, 363 hours
Survival, Evasion, Resistance, and Escape; Level B, 5 hours
Army Aviation Flight School, Training Helicopter / Cargo Helicopter
Warrant Officer Candidate School

TECHNICAL SKILLS

Software: Microsoft Office (2003, 2007, 2010, 2013, 2016, 365); Access, Word, Excel, PowerPoint, Outlook, Project, Publisher, Visio, InfoPath, SharePoint, SQL
Operating Systems: Mac / Microsoft Windows (95, 98, XP, Vista), Windows 10



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-405, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE: March 26, 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 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 greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maria O. Pasillas

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

TAX REFUNDS
March 26, 2024

1. Irvin Automotive, in the amount of \$5,864.91 made an overpayment on February 20, 2024 of 2023 taxes.
(Geo. #20PP-999-1340-0042)
2. Richard Sennessie, in the amount of \$5,579.29 made an overpayment on January 29, 2024 of 2023 taxes.
(Geo. #A523-999-0010-0110)
3. Homeloanserv, in the amount of \$3,988.41 made an overpayment on February 13, 2024 of 2023 taxes.
(Geo. #B686-999-0110-1000)
4. Yolanda Giner, in the amount of \$5,247.67 made an overpayment on January 28, 2024 of 2023 taxes.
(Geo. #I256-999-0210-0300)
5. Alma D. Licon, in the amount of \$4,860.55 made an overpayment on December 30, 2024 of 2023 taxes.
(Geo. #M996-999-0050-3300)
6. TexStar Escrow, in the amount of \$3,808.88 made an overpayment on January 26, 2024 of 2023 taxes.
(Geo. #V893-999-2050-0100)
7. David Kaufmann, in the amount of \$14,292.03 made an overpayment on January 30, 2024 of 2023 taxes.
(Geo. #X002-999-0110-1000)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

CITY TAX OFFICE

MAR 04 2024

PISTON INTERIORS LLC
2600 CENTERPOINT PARKWAY
PONTIAC, MI 48341

OP
+2500

Geo No. 20PP-999-1340-0042	Prop ID 692845
Legal Description of the Property INJECTION MOLDING @ REGENCY PLASTICS 1101 BURGUNDY DR-E OWNER: IRVIN AUTOMOTIVE	

2023 OVERAGE AMOUNT \$5,864.91

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: <u>Irvin Automotive</u>				
	Address: <u>2600 Centerpoint Parkway</u>				
	City, State, Zip: <u>Pontiac, MI 48341</u>				
	Daytime Phone No.: <u>248-451-4344</u>		E-Mail Address: <u>treasury@pistoninteriors.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:		Check No.	Date Paid	Amount Paid
	<u>Irvin Automotive</u>		<u>502035</u>	<u>2/20/2024</u>	<u>11,729.82</u>
	TOTAL AMOUNT PAID (sum of the above amounts)				<u>11,729.82</u>
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.)				
<u>gmc</u> <u>3/6/24</u>	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE		
	<u>[Signature]</u>		<u>Maritza Gaskin 2/29/24</u>		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H.</u> Date: <u>3-4-24</u>					



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
Geo No. A523-999-0010-0110
Prop ID 155875

RICHARD SENNESSIE
1401 CAMINO ALTO RD
EL PASO, TX 79902

OP ✓
+2500

Legal Description of the Property

1 AMERICAS TEN NLY PT OF 1 (183.31 FT
ON NELY- 225 FT ON SELY- 210 FT ON
SWLY- IRREG ON NWLY) (46794 SQ FT)

1130 JOE BATTLE BLVD 79936

OWNER: LION GATE FUEL

2023 OVERAGE AMOUNT \$5,579.29 ✓

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>Richard Sennessie</u>			
	Address: <u>1401 Camino Alto Rd</u>			
	City, State, Zip: <u>El Paso TX 79902</u>			
	Daytime Phone No.: <u>915-256-9400</u>		E-Mail Address: <u>Siafa</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:			
	Check No. <u>5895619</u>		Date Paid <u>1-29-24</u>	
	<u>E Check</u>		<u>\$5,579.29</u>	
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
CITY TAX OFFICE <u>Received POP</u> MAR 05 2024	SIGNATURE OF REQUESTOR (REQUIRED) <u>[Signature]</u>		PRINTED NAME & DATE <u>Richard Sennessie</u> ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		By: <u>N.I.K</u> Date: <u>3-5-24</u>		



TAX OFFICE
RECEIVED

MAR 04 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

HOMEOANSERV
P O BOX 7899
BOISE, ID 83707--189

OP
+2500

Geo No. B686-999-0110-1000	Prop ID 633612
Legal Description of the Property BLK 11 BORDERLAND VILLAGE #1 LOT 10 991 GRANDEVOLE DR 79932	
OWNER: STRAND TRITON B	

2023 OVERAGE AMOUNT \$3,988.41

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 18: CANUTILLO 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>HomeLoanServ</u> ✓			
	Address: <u>P O Box 7899</u>			
	City, State, Zip: <u>Boise ID 83707</u>			
	Daytime Phone No.: <u>800-526-7145</u>	E-Mail Address: <u>linda.w@ihfa.org</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:	Check No.	Date Paid	Amount Paid
	<u>HomeLoanServ</u>	<u>3542218</u>	<u>2/13/24</u>	<u>6698.09</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			<u>6698.09</u>
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 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	
	<u>[Signature]</u>		<u>Linda Winchester</u> <u>2-27-24</u>	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.L.D.</u> Date: <u>3-4-24</u>				

349



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 12 2024

YOLANDA GINER
709 WILLOW GLEN
EL PASO, TX 79922

OP
+2500

Geo No. 1256-999-0210-0300 Prop ID 122726

Legal Description of the Property

21 INDIAN RIDGE #2 LOT 2

11204 WAR FEATHER DR 79936

OWNER: GINER YOLANDA

2023 OVERAGE AMOUNT \$5,247.67

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: Yolanda Giner			
	Address: 709 Willow Glen			
	City, State, Zip: El Paso TX 79922			
	Daytime Phone No.: 915-497-5786		E-Mail Address: yginer@emnep.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	5867204	1-28-24	\$5,247.67
	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.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	[Signature]		Yolanda Giner 2/8/24	
	TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.N Date: 2-28-24			

TAX OFFICE
RECEIVED

JAN 09 2024

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

ALMA LICON
649 POTTER RD
FRAMINGHAM, MA 01701

OP
+2500 ✓

Geo No. M996-999-0050-3300	Prop ID 372897
Legal Description of the Property 5 MYSTIC HEIGHTS LOT 17 10061 FOOTHILL DR	
OWNER: LICON ALMA D	

2023 OVERAGE AMOUNT \$4,860.55

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:

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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: <u>Alma D. Licon</u>			
	Address: <u>649 Potter Road</u>			
	City, State, Zip: <u>Framingham, MA 01701</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>1508-904 5063</u>		E-Mail Address: <u>almlicon480@gmail.com</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Echeck</u>	<u>5649750</u>	<u>12-30-23</u>	<u>\$4,860.55</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. <u>AL</u>			
	<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):			
CITY TAX OFFICE FEB 27 2024 Received POP	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <u>Alma D. Licon</u>		PRINTED NAME & DATE <u>Alma D. Licon, 1/8/2024</u>	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H</u> Date: <u>2-28-24</u>				

OP ✓
+2500

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

TAX OFFICE
RECEIVED

FEB 27 2024

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: <i>TexStar Escrow</i> ✓		Phone: <i>(915) 201-4337</i> HOME: WORK:		Property ID# (One application per account) <i>216 041</i> <i>V893-999-2050-0100</i>	
Address (mail refund to:) <i>5809 Acacia Circle</i> <i>El Paso TX 79912</i> ✓		Property Address: And/or Legal Description: <i>1944 Ratner Circle</i>			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested: ✓
1. <i>2023</i>	<i>1/26/2024</i>	<i>8282 1/26/24</i>		<i>\$3808.88</i>	<i>\$3808.88</i> ✓
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

Over paid by 9th dist

"I certify that information given to obtain this refund is true and correct."

Requestor signature:

Date:

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:

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: _____

THE CITY OF EL PASO
CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108

TAX OFFICE
RECEIVED

MAR 06 2024

OP
+2500 ✓

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: David Kaufmann ✓	Phone: 847-226-4933 HOME WORK	Property ID# (One application per account) 228080 X002-999-8005-6000
Address (mail refund to:) 2906 Durazno Ave. El Paso, Tx 79905 ✓	Property Address: and/or Legal Description:	1704 DELTA DR EL PASO, TX 7990

Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:
1. 2023	1/30/2024		\$14,292.03	\$14,292.03
2.				
3.				
TOTAL AMOUNT (sum of the above amounts)			\$14,292.03	\$14,292.03 ✓


(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:

Both Financial officer and owner made the payments resulting in overpayment.

"I certify that information given to obtain this refund is true and correct."

Requestor signature: 

Date: 2/23/2024 ✓

Printed name: David Kaufmann

Title: Owner

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both. (2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec. 31.11 (c)).

TAX OFFICE Entry:

(X) REFUND APPROVED

Tax Office Approval:

N.H.

Date: 3-6-24 ✓

Jmc 3/8/24

Date:

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender. () See below/attached.
- () Required documentation (Tax Receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other: _____

ATTACHMENT B

TAX REFUNDS

March 26, 2024

1. Irvin Automotive, in the amount of \$5,864.91 made an overpayment on February 20, 2024 of 2023 taxes.
(Geo. #20PP-999-1340-0042)
2. Richard Sennessie, in the amount of \$5,579.29 made an overpayment on January 29, 2024 of 2023 taxes.
(Geo. #A523-999-0010-0110)
3. Homeloanserv, in the amount of \$3,988.41 made an overpayment on February 13, 2024 of 2023 taxes.
(Geo. #B686-999-0110-1000)
4. Yolanda Giner, in the amount of \$5,247.67 made an overpayment on January 28, 2024 of 2023 taxes.
(Geo. #I256-999-0210-0300)
5. Alma D. Licon, in the amount of \$4,860.55 made an overpayment on December 30, 2024 of 2023 taxes.
(Geo. #M996-999-0050-3300)
6. TexStar Escrow, in the amount of \$3,808.88 made an overpayment on January 26, 2024 of 2023 taxes.
(Geo. #V893-999-2050-0100)
7. David Kaufmann, in the amount of \$14,292.03 made an overpayment on January 30, 2024 of 2023 taxes.
(Geo. #X002-999-0110-1000)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-344, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

City Manager's Office, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

For notation only, the P-Card Transactions for the period of January 21, 2024 - February 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

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

AGENDA DATE: March 26, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

K. Nicole Cote, Managing Director, City Manager's Office (915) 212-1092

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: N/A

SUBJECT: For notation only, the P-Card Transactions for the period of January 21, 2024 - February 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

BACKGROUND / DISCUSSION:

Per FY 2024 Budget Resolution All PCard transactions will be posted monthly to the City Council Agenda for notation and to the City's website to include the Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff expenditures under this section shall adhere with all relevant city and state laws and policies.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

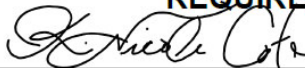
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD:



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

**Mayor and Council
P-Card Transactions**

01/21/2024 - 02/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY ATTORNEY	Garcia Sandra	Lexisnexis Epic	02/12/2024	\$ 44.37	LexisNexis Investigation services for November 2023
CITY ATTORNEY	Garcia Sandra	Lexisnexis Epic	02/12/2024	\$ 83.18	LexisNexis Investigation services for Dec 2023
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	02/09/2024	\$ 210.00	Last minute registration for Carlos Armendariz to attend Riley Fletcher Seminar on 02/08-02/09/2024
CITY ATTORNEY	Garcia Sandra	Corner Bakery Cafe 1611	02/08/2024	\$ 106.59	Lunch for attorneys attending Riley Fletcher seminar on 02/08/2024
CITY ATTORNEY	Garcia Sandra	United	02/01/2024	\$ 472.83	Round trip for James Graham from the Attorney General's office who is coming to El Paso to provide Open Records training to City Employees.
CITY ATTORNEY	Garcia Sandra	Southwes	01/26/2024	\$ 419.95	Round trip to Austin for Prosecutors Seminar for Carlos Armendariz.
CITY ATTORNEY	Garcia Sandra	Southwes	01/26/2024	\$ 419.95	Round trip for Prosecutors seminar. Error on booking, so it was cancelled and resubmitted.
CITY ATTORNEY	Garcia Sandra	Texas Municipal Courts	01/26/2024	\$ 350.00	Prosecutors seminar and Hotel combo for Carlos Armendariz.
CITY ATTORNEY	Garcia Sandra	Southwes	01/26/2024	\$ (419.95)	Reimbursement for incorrect booking.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/19/2024	\$ 7.50	Fee for uploading document to AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/16/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/15/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/12/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Www.Pacer.Gov	02/09/2024	\$ 54.40	Fee for accessing documents on Pacers.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/08/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/07/2024	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/06/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/06/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/05/2024	\$ 7.50	Fee for uploading documents to the AG.

**Mayor and Council
P-Card Transactions**

01/21/2024 - 02/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/05/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/02/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/02/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/01/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	02/01/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/29/2024	\$ 7.50	Fee for uploading document to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/29/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/29/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/25/2024	\$ 7.50	Fee for Uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/24/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/24/2024	\$ 5.00	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/24/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/24/2024	\$ 7.50	Fee to upload documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	01/22/2024	\$ 7.50	Fee for uploading documents to the AG portal.
CITY MANAGER	Argumedo Angel	Podium Finish Sport Bouti	02/15/2024	\$ 17.25	Vegan Lunch for Ms. Mack working through the Strategic Planning Session Day 2. approval added. Food and Beverage Report added.
CITY MANAGER	Argumedo Angel	Tst* District Coffee Co	02/15/2024	\$ 255.00	Coffee for Strategic Planning session Day 2 included approval. Food and Beverage Report added
CITY MANAGER	Argumedo Angel	El Paso Inc	02/12/2024	\$ 65.00	One year Subscription to El Paso Inc for CM to keep up with city news.
CITY MANAGER	Argumedo Angel	Tst* District Coffee Co	02/01/2024	\$ 138.00	Coffee for Strategic Planning session Day 1. approval added. Food and Beverage Report added
CITY MANAGER	Argumedo Angel	Denzp - Hyatt Place Color	01/22/2024	\$ 136.66	Hotel for Meeting with Space Force

**Mayor and Council
P-Card Transactions**

01/21/2024 - 02/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Beard Jackie	Corner Bakery Cafe 1543	02/20/2024	\$ 140.00	Coffee and pastries for New Employee Orientation.
CITY MANAGER	Beard Jackie	Assoc For Talent Dev	02/15/2024	\$ 1,579.00	Association for Talent Development (ATD) Professional Membership for Melissa Pina. ATD International Conference and Expo at Home (virtual conference) for Melissa Pina.
CITY MANAGER	Beard Jackie	Office Depot #498	02/04/2024	\$ 8.64	Name tags and sharpies for New Employee Orientation (Last minute purchase approved by Rosemary Crawford).
CITY MANAGER	Beard Jackie	Corner Bakery Cafe 1543	02/06/2024	\$ 140.00	Coffee and pastries for New Employee Orientation.
CITY MANAGER	Beard Jackie	Corner Bakery Cafe 1543	01/23/2024	\$ 150.00	Coffee and pastries for New Employee Orientation.
CITY MANAGER	Cepeda Diana	Southwes	02/09/2024	\$ 349.96	Tracey Jerome flight to attend the Leadership Texas Conference for the Leadership Women in Dallas TX approved traveled request.
CITY MANAGER	Cepeda Diana	Facebk 9s7q2ytl2	02/07/2024	\$ 96.00	WinterFest social media boost
CITY MANAGER	Cepeda Diana	Amzn Mktp Us	01/31/2024	\$ 28.98	Streetcar Valentine's read and ride kids giveaways for Feb. 10
CITY MANAGER	Cepeda Diana	Wm Supercenter #2201	01/25/2024	\$ 59.76	Streetcar Valentines Decor for trolleys
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	02/16/2024	\$ 21.30	Closed captioning for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	02/16/2024	\$ 30.00	Closed captioning for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	02/14/2024	\$ 65.00	Closed captioning for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Facebk Ycbaaytpv2	02/08/2024	\$ 75.00	Ad for Climate Action Open House. Funding was provided via Journal Entry from the Office of Climate and Sustainability.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	02/09/2024	\$ 30.00	Closed captioning for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	02/08/2024	\$ 28.40	Closed captioning for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Eig	02/07/2024	\$ 582.00	E-newsletter software for City Manager, City TV programming outreach.
CITY MANAGER	Cruz-Acosta Laura	Facebk Dhmu3zbpv2	02/06/2024	\$ 35.00	Ad for Climate Action Open House. Funding was provided via Journal Entry from the Office of Climate and Sustainability.
CITY MANAGER	Cruz-Acosta Laura	Facebk R9585y7qv2	02/07/2024	\$ 50.00	Ad for Climate Action Open House. Funding was provided via Journal Entry from the Office of Climate and Sustainability.
CITY MANAGER	Cruz-Acosta Laura	Facebk 4v2bdyxp2	02/06/2024	\$ 25.00	Ad for Climate Action Open House. Funding was provided via Journal Entry from the Office of Climate and Sustainability.

**Mayor and Council
P-Card Transactions**

01/21/2024 - 02/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Cruz-Acosta Laura	Facebk Z7htqykp2	02/05/2024	\$ 25.00	Ad for Climate Action Open House. Funding was provided via Journal Entry from the Office of Climate and Sustainability.
CITY MANAGER	Cruz-Acosta Laura	Facebk 6yl46ytpv2	02/05/2024	\$ 25.00	Ad for Climate Action Open House. Funding was provided via Journal Entry from the Office of Climate and Sustainability.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	02/02/2024	\$ 30.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	02/02/2024	\$ 28.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	01/31/2024	\$ 11.20	Closed captioning for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	01/31/2024	\$ 10.00	Closed captioning for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	01/30/2024	\$ 10.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Sq *big Media	01/26/2024	\$ 567.00	Posters for PD Recruitment Event. Added Invoice details.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	01/25/2024	\$ 28.40	Closed Captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	01/26/2024	\$ 25.00	Closed captioning for City TV programming.
CITY MANAGER	Esquivel Luz	Bron Tapes	01/25/2024	\$ (387.20)	Returned an item purchased because we received the wrong time, but the vendor had to charge debit card and then turn around and issue a refund when they received the wrong item.
CITY MANAGER	Isaias Ricardo	Apple.Com/Bill	02/18/2024	\$ 9.99	Extra storage for videos and photos for City iPhone. Storage is need to maintain photos and videos of City events archived for future use for CITY TV use.
CITY MANAGER	Isaias Ricardo	Audible	02/10/2024	\$ 16.18	This charge is being challenge and is currently waiting to hear back from the bank. WellsFargo email with disputed charge is upload as backup too.
CITY MANAGER	Jerome Tracey	Apple.Com/Bill	02/18/2024	\$ 0.99	iPhone monthly additional storage subscription
CITY MANAGER	Monsivais Rosa Maria	Sams Club #6246	02/14/2024	\$ 141.58	Purchased Snax for COEP Strategic Planning Session II- for Members of City Council and COEP Leadership & Staff *** added Food and Beverage Report***
CITY MANAGER	Monsivais Rosa Maria	Samsclub #6246	02/14/2024	\$ 43.89	Added Diana Cepeda to the Sam's Club Membership as per Senior DCM- Diana was added because she needed a card and was using my Sam's Club card but a Sam;s assoc. told her that she couldn't.
CITY MANAGER	Monsivais Rosa Maria	Amazon Prime	02/06/2024	\$ 139.00	Amazon Prime renewal membership
CITY MANAGER	Monsivais Rosa Maria	Sams Club#6246	01/30/2024	\$ 50.00	Annual membership renewal fee-\$50.00 \$157.22 Food & Beverage for Strategic Planning Session I *** Added Food and Beverage Report***
CITY MANAGER	Monsivais Rosa Maria	Sams Club#6246	01/30/2024	\$ 157.22	Annual membership renewal fee-\$50.00 \$157.22 Food & Beverage for Strategic Planning Session I *** Added Food and Beverage Report***

**Mayor and Council
P-Card Transactions**

01/21/2024 - 02/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Sepulveda Denice	Stanford Ssi Review	02/13/2024	\$ 498.00	Web-based seminar for Roman Sanchez and Denice Sepulveda provided by Stanford University
CITY MANAGER	Sepulveda Denice	Office Depot #498	01/26/2024	\$ 82.74	Purchase of supplies for the strategic planning sessions on 02/01/2024 at the CCE with City Leadership and City Council.
DISTRICT 01	Saucedo Lizette	Wal-Mart #1015	02/08/2024	\$ 135.01	Office Supplies
DISTRICT 02	Annello Alexsandra	El Paso Times	01/25/2024	\$ (62.90)	Refund of subscription fee.
DISTRICT 02	Ibarra Matthew	Dunkin #301136 Q35	02/19/2024	\$ 42.63	Coffee for District 2 community meeting. Tax to be reimbursed.
DISTRICT 02	Ibarra Matthew	Albertsons #1936	02/16/2024	\$ 133.97	Cupcakes for City sponsored valentines events at Grandview and Wellington Senior Centers.
DISTRICT 02	Ibarra Matthew	Albertsons #1936	02/09/2024	\$ 142.97	Cupcakes for City sponsored valentines events at Memorial and Hilos De Plata Senior Centers.
DISTRICT 02	Ibarra Matthew	Office Depot #195	02/08/2024	\$ 69.53	Office supplies.
DISTRICT 02	Ibarra Matthew	Amzn Mktp Us	02/07/2024	\$ 26.97	Phone case and screen protector for city issued cell to the Representative.
DISTRICT 02	Ibarra Matthew	Amzn Mktp Us	02/06/2024	\$ 81.84	Frames for Mayor's proclamations sponsored by District 2.
DISTRICT 02	Ibarra Matthew	Zoom.U.s 888-799-9666	02/07/2024	\$ 15.99	Subscription fee for video conference services for residents.
DISTRICT 03	Hernandez Cassandra	Canva* I04061-56751696	02/14/2024	\$ 12.99	Monthly charge for graphic design making service for D3 office
DISTRICT 03	Hernandez Cassandra	Walmart.Com	02/13/2024	\$ 83.97	Cookies and serving trays for the D3 Senior Centers, Eastside and Happiness, for City sponsored Valentines celebrations on 2/14.
DISTRICT 03	Hernandez Cassandra	Sq *meza Trophies & Plaqu	02/12/2024	\$ 500.00	Paid with donated funds; acceptance of funds approved by Council on 1.3.24. Gender gender-neutral restroom signs to be distributed to organizations, in support of new City ordinance, Chapter 5.19
DISTRICT 03	Hernandez Cassandra	Eig	02/05/2024	\$ 52.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Hernandez Cassandra	Zoom.U.s 888-799-9666	01/29/2024	\$ 15.99	Monthly charge for video conference service for D3 virtual meetings.
DISTRICT 03	Hernandez Cassandra	El Paso Inc	01/23/2024	\$ 45.00	Yearly subscription charge for for digital newspaper subscription for D3 office.
DISTRICT 04	Ruiz-Alba Stephanie	Canva* 04057-37264293	02/10/2024	\$ 119.99	Yearly subscription, for Canva usage, for marketing purposes of the District 4 Office. Including, graphic designs for events, community meetings, etc.
DISTRICT 04	Ruiz-Alba Stephanie	In *tovar Printing, Inc.	01/25/2024	\$ 241.00	Purchase of business cards for Administrative Support Associate Gloria Rangel-Luna.

**Mayor and Council
P-Card Transactions**

01/21/2024 - 02/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 05	Nino Ivan	Zoom.Us 888-799-9666	02/09/2024	\$ 15.99	ZOOM ACCOUNT SUBSCRIPTION FOR VIRTUAL MEETINGS/OUTREACH
DISTRICT 05	Nino Ivan	Mailchimp	02/06/2024	\$ 13.00	MAILCHIMP MONTHLY SUBSCRIPTION FOR D5 NEWSLETTER/OUTREACH
DISTRICT 06	Maldonado Mariaelena	El Paso Times	01/24/2024	\$ 11.99	Newspaper subscription
DISTRICT 07	Jimenez Camilo	Eig	02/01/2024	\$ 91.00	newsletter service
DISTRICT 07	Jimenez Camilo	Sams Club #6502	01/26/2024	\$ 74.72	Cakes for the Pavo real senior center birthday bash on 01/26/2024
DISTRICT 08	Canales Jorge	Calendly	01/25/2024	\$ 144.00	Office tool for scheduling meetings internally and externally efficiently.
DISTRICT 08	Rodriguez Alma	El Paso Times	02/08/2024	\$ 1.05	Office El Paso Times newspaper subscription.
DISTRICT 08	Rodriguez Alma	Walgreens #5274	02/07/2024	\$ 7.98	Protective bubble wrap to mail proclamation to recipient.
DISTRICT 08	Rodriguez Alma	Paseo Del Sol Mexican Res	01/24/2024	\$ 30.95	District 8Community Meeting coffee for guests to encourage community to participate and engage in their local government outreach.
DISTRICT 08	Rodriguez Alma	Tst* District Coffee Co	01/22/2024	\$ 165.00	Beverage (hot chocolate) for Chihuahuita Community Center reopening celebration.
DISTRICT 08	Rodriguez Alma	Albertsons #1936	01/22/2024	\$ 11.97	Beverage (water) for Chihuahuita Community Center reopening celebration.
MAYORS OFFICE	Escobar Estrella	Dispute-Sout	01/02/2024	\$ (5.60)	Credit for unauthorized transaction on previous card 7485.
MAYORS OFFICE	Mendoza Irma	Sq *meza Trophies & Plaqu	02/16/2024	\$ 90.60	Mayor's Distinguished award was ordered for Ken Miyagishima, Former Mayor, City of Las Cruces. Award was presented by Mayor Oscar Leaser at the City Council meeting of February 13, 2024.
MAYORS OFFICE	Mendoza Irma	Primo Water	02/15/2024	\$ 55.05	Charge is for bottled water for the office.
MAYORS OFFICE	Mendoza Irma	Sq *meza Trophies & Plaqu	02/05/2024	\$ 90.60	Mayor's Distinguished Award was ordered for City Representative Alexsandra Anello. Award was presented by Mayor Oscar Leaser at the City Council meeting of January 30, 2024
MAYORS OFFICE	Mendoza Irma	Primo Water	02/01/2024	\$ 82.83	Bottled water for the office.
MAYORS OFFICE	Mendoza Irma	Primo Water	01/27/2024	\$ 9.26	Charge is for the water dispenser rental fee plus credit card surcharge.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-424, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,500.00 from El Paso Municipal Police Officers Association (EPMPOA).



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-425, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

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

AGENDA LANGUAGE:

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For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Robert Bowling.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-426, 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:

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For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Randall Bowling.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-427, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Dr. Richard Teschner.



El Paso, TX

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El Paso, TX

Legislation Text

File #: 24-428, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Brian Kennedy.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-429, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Oscar Leeser.



El Paso, TX

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El Paso, TX

Legislation Text

File #: 24-430, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Rogelio Lopez.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-431, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$500.00 from Dr. Max Grossman.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-449, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$500.00 from El Paso County Sheriff's Officers Association (EPCSOA).



Legislation Text

File #: 24-385, 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, Chief Peter Pacillas, (915) 212-4305

Purchasing & Strategic Sourcing, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 2.3 - Increase public safety operational efficiency.

Award Summary:

Request that the City Manager be authorized to sign Contract No. 2024-0151R Stress Management for the Police Department between the City of El Paso ("City") and Integrity Employee Assistance, Inc., d.b.a. WellConnect for stress management services for Police Department employees for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager or designee, for an estimated total cost of \$163,710 for the first term and an estimated total cost of \$272,850 including the option to extend; and that service provider is to be paid based on the services performed.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$19,830.00 annually, which represents a 13.78%, increase due to the current market conditions for professional services.

Department:	Police
Award to:	Integrity Employee Assistance, Inc., d.b.a. WellConnect
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$54,570.00
Initial Term Estimated Award:	\$163,710.00
Option Term Estimated Award:	\$109,140.00
Total Estimated Award:	\$272,850.00

Account(s):	321 - 1000 - 21010 - 522150
Funding Source(s):	General Fund
District(s):	All

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to Integrity Employee Assistance, Inc., d.b.a. WellConnect 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.

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 26, 2024

PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Peter Pacillas, Chief, Police Department, (915) 212-4305
K. Nicole Cote, Managing Director, Purchasing & Strategic Sourcing, (915)
212-1092

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.3 – Increase public safety operational efficiency

SUBJECT:

Request that the City Manager be authorized to sign Contract No. 2024-0151R Stress Management for the Police Department between the City of El Paso ("City") and Integrity Employee Assistance, Inc., d.b.a. WellConnect for stress management services for Police Department employees for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager or designee, for an estimated total cost of \$163,710 for the first term and an estimated total cost of \$272,850 including the option to extend; and that service provider is to be paid based on the services performed.

BACKGROUND / DISCUSSION:

The Stress Management contract is to ensure compliance with Article 31 of the Articles of Agreement between the El Paso Municipal Police Officers' Association and the City of El Paso. Article 31 requires that counseling, psychiatric, wellness and critical incident services be provided.

SELECTION SUMMARY:

Solicitation was advertised on October 3, 2023 and October 10, 2023. The solicitation was posted on City website on October 3, 2023. There were a total of eleven (11) viewers online; three (3) proposals were received, two (2) being local vendors.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$19,830.00 annually, which represents a 13.78%, increase due to the current market conditions for professional services.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$163,710.00

Funding Source: 321 – 522150 – 1000 – 21010

Account: General Fund

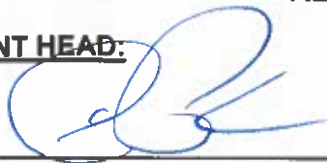
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Peter Pacillas, Chief, Police Department

Project Form
Request for Qualifications

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

Please place the following item on the Consent Agenda for the City Council Meeting of March 12, 2024.

Strategic Goal 2 - Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.3 – Increase public safety operational efficiency.

Award Summary:

Request that the City Manager be authorized to sign Contract No. 2024-0151R Stress Management for the Police Department between the City of El Paso (“City”) and Integrity Employee Assistance, Inc., d.b.a. WellConnect for stress management services for Police Department employees for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager or designee, for an estimated total cost of \$163,710.00 for the first term and an estimated total cost of \$272,850.00 including the option to extend; and that service provider is to be paid based on the services performed.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$19,830.00 annually, which represents a 13.78%, increase due to the current market conditions for professional services.

Department:	Police
Award to:	Integrity Employee Assistance, Inc., d.b.a. WellConnect
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$ 54,570.00
Initial Term Estimated Award:	\$163,710.00
Option Term Estimated Award:	\$109,140.00
Total Estimated Award:	\$272,850.00
Account(s):	321 – 1000 – 21010 – 522150
Funding Source(s):	General Fund
District(s):	All

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to Integrity Employee Assistance, Inc., d.b.a. WellConnect 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.

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

CITY OF EL PASO RFQ SCORESHEET

PROJECT: 2024-0151R Sress Management

Evaluation of Submittal

Integrity Employee Assistance, Inc.,
d.b.a. WellConnect

El Paso, TX

El Paso Behavioral Hospital LLC dba
Rio Vista Behavioral
Health

El Paso, TX

Patricia E. Adams, LMFT -S, SAP,
Trainer dba Zietgeist
Expressions Inc

San Antonio, TX

MAX POINTS

Factor A - Experience and Qualification / Educational Background of Personnel

30

27.00

16.25

25.00

Factor B - Implementation and methodology of Services

25

22.50

11.00

5.00

Factor C - Location and availability of facilities

10

10.00

10.00

0.00

Factor D - Experience – Comparable Contracts

20

15.01

13.34

0.00

Factor E - References

15

15.00

0.00

0.00

TOTAL SCORE

100

89.51

50.59

30.00

Rank

1

2

3



CITY OF EL PASO
REQUEST FOR QUALIFICATIONS TABULATION FORM



Bid Opening Date: November 1, 2023

Solicitation #: 2024-0151R

Project Name: Stress Management

Department: Police Department

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
El Paso Behavioral Hospital LLC dba Rio Vista Behavioral Health	El Paso, TX	YES
Integrity Employee Assistance, Inc., d.b.a. WellConnect	El Paso, TX	YES
Patricia E. Adams, LMFT -S, SAP, Trainer dba Zietgeist Expressions Inc	San Antonio, TX	YES
RFQs SOLICITED: 195 LOCAL RFQs SOLICITED: 57 RFQs RECEIVED: 3 LOCAL RFQs RECEIVED: 2 NO BIDS: 3		

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

Approved: _____/s/_____
379 e: 11/3/2023

**2024-0151R Stress Management
Viewe's List**

<u>No.</u>	<u>Participant Name</u>	<u>Response Date</u>	<u>Response Status</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
1	EPIC IT MASTERS		Viewed	chaparral	NM	88081
2	ZOLL Medical Corporation		Viewed	Chelmsford	MA	01824
3	Confidential Drug Testing (Confidential Drug Testimg)		Viewed	El Paso	TX	79903
4	Mattingly Low Vision, Inc	10/31/2023	No Bid	El Paso	TX	79932
5	Rio Vista Behavioral Health Hospital	10/31/2023	Submitted	El Paso	TX	79912
6	WellConnect Counseling Inc. (Integrity Employee Assistance)	10/31/2023	Submitted	El Paso	TX	79936
7	BP Pulse Fleet North America Inc.		Viewed	Mountain View	CA	94043
8	B&E MEDICAL SUPPLY AND EQUIPMENT, LLC	11/01/2023	No Bid	SAN ANTONIO	TX	78238
9	Zeitgeist Wellness Group (Zeitgeist Expressions Inc.)	11/01/2023	Submitted	San Antonio	TX	78229
10	Wedgewood Pharmacy (Wedgewood Village Pharmacy)		Viewed	Swedesboro	NJ	08085
11	Unipak Corp.	10/11/2023	No Bid	West Long Branch	NJ	07764

RESOLUTION

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

That the City Manager be authorized to sign Contract No. 2024-0151R Stress Management for the Police Department between the City of El Paso ("City") and Integrity Employee Assistance, Inc., d.b.a. WellConnect for stress management services for Police Department employees for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager or designee, for an estimated total cost of \$163,710 for the first term and an estimated total cost of \$272,850 including the option to extend; and that service provider is to be paid based on the services performed.

ADOPTED this _____ day of _____ 2024.

CITY OF EL PASO:

Oscar Lesser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:




Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing Department



Peter Pacillas, Police Chief
El Paso Police Department

STATE OF TEXAS)
)
)
)
 COUNTY OF EL PASO)
)
)
)

AGREEMENT FOR STRESS MANAGEMENT
 SERVICES FOR POLICE DEPARTMENT WITH
 INTEGRITY EMPLOYEE ASSISTANCE, INC.
 DBA WELLCONNECT

This Agreement for Stress Management Services for the City of El Paso Police Department (the "Agreement") is entered into this ____ day of _____, 2024, by and between the **CITY OF EL PASO**, a home rule municipal corporation of the State of Texas, (the "City") and **INTEGRITY EMPLOYEE ASSISTANCE, INC., DBA WELLCONNECT**, a Texas corporation, (the "*Service Provider*").

WHEREAS, pursuant to Article 31 of the Articles of Agreement ("*CBA*") dated November 11, 2014 and extended on August 31, 2023 between the City and the El Paso Municipal Police Officers Association, the City shall engage the service of an expert in stress management to make available a stress management program to the law enforcement personnel covered by the CBA; and

WHEREAS, the City solicited proposals for the services of stress management for the City's Police Department through a request for qualifications ("*RFQ*") No. 2024-0151R Stress Management for Police; and

WHEREAS, the Service Provider possesses the qualifications, certifications, credentials, experience, and expertise to perform said stress management services for the City; and

WHEREAS, the City desires to engage the Service Provider to provide stress management services for the Police Department law enforcement personnel according to the specification of the RFQ and the CBA between the City and the El Paso Municipal Police Officers Association.

IN CONSIDERATION of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION I. TERM. The effective date of this Agreement is _____, 2024 and will remain in effect thereafter for thirty-six (36) months from the effective date. The term of this Agreement may be extended for one (1) additional two-year period at the mutual agreement of the parties under the same terms and conditions herein.

SECTION II. OTHER DOCUMENTS; CONFLICT. The following documents comprise this Agreement:

- A. City's Request for Qualifications No. 2024-0151R ("*RFQ*").
- B. Service Provider's Proposal and Proposal Cost ("*Proposal*").
- C. This Supplemental Agreement.

The RFQ, and the Proposal are incorporated herein and made part of this Agreement for all purposes; provided, however, that in case of conflict in the language of the RFQ, the Proposal, and this Agreement, the terms and conditions of this Agreement shall control where they conflict with

the RFQ and Proposal, and the terms and conditions of the RFQ shall control where they conflict with the Proposal.

SECTION III. SCOPE OF SERVICES. The Service Provider hereby agrees to perform the requested stress management services in accordance with the specifications of the City's RFQ, (attached and incorporated hereto as *Exhibit A*), the Proposal submitted by the Service Provider in response to the RFQ (attached and incorporated hereto as *Exhibit B*), and Article 31 of the CBA (attached and incorporated hereto as *Exhibit C*) pursuant to the terms and conditions set forth in the Contract Clauses of such RFQ and this Agreement. The scope of services identified within the RFQ and Proposal and clarified by this Agreement shall be referred to collectively as the "Services." All services shall be performed with reasonable care, skill, and diligence as would be practiced by the medical and scientific community within the County of El Paso, Texas.

The Service Provider will devise, implement, and operate a program and El Paso Police Department counseling program covering the identification and treatment of stress ("Employee Assistance Program"). The program shall be designed to provide assistance to the officer in order to manage problems of stress affecting the ability of the officer to effectively perform the duties of a police officer. The Service Provider's Employee Assistance Program will consist of psychiatric services, psychological services, counseling services, and training of new and supervisory personnel. Police officers will enter the program in four ways: (1) Behavioral-cause investigation, (2) Supervisory referral, (3) Voluntary participation, and (4) Post-trauma referral.

The scope of work may change according to subsequent changes to the CBA between the City and the El Paso Municipal Police Officers Association. The City will give notice in writing to the Service Provider of the changes of scope. The Service Provider and the City shall first agree in writing to the amendments to the scope of services before the amendment becomes part of this Agreement.

SECTION IV. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City shall be entitled to enter into stress management service agreements with other properly selected individuals or businesses that qualify to provide stress management services.

SECTION V. PRE-REQUISITE TO AGREEMENT. The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement. The Service Provider shall provide psychiatric and counseling services through a psychiatrist and counselor who is Board Certified and licensed by the State of Texas.

SECTION VI. REPRESENTATIONS OF THE SERVICE PROVIDER. In addition to the prerequisite qualifications required prior to entering into this Agreement, the Service Provider also agrees to comply with the following requirements:

- A. It will comply with all applicable federal, state, and local government laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- B. The Service Provider, including each individual employed by the Service Provider and performing the services for the City, shall at all times during the performance of

this Agreement maintain the licenses, certifications required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Service Provider warrants that it is duly authorized and licensed to perform its duties hereunder in the jurisdiction in which it will act. It further warrants that its employees shall maintain all required professional licenses during the term of this Agreement. If the Service Provider receives notice from a licensing authority of a suspension or revocation of a license of the Service Provider's employee(s), the Service Provider shall immediately remove such employee from performing any further services under this Agreement until such license is reinstated and in good standing and within 72 hours, notify the City of such actions. If the Service Provider fails to maintain such licenses or fails to remove any employee who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the Service Provider.

- C. The City shall be informed of any changes to the Service Provider's personnel so that the City Manager may approve the qualifications of the different or additional Service Provider's personnel. Despite the City Manager's approval, the City shall in no event be obligated to any third party.
- D. The Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

SECTION VII. INDEPENDENT SERVICE PROVIDER. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

SECTION VIII. COMPENSATION AND INVOICES. The City shall pay the Service Provider for each session of services at the rates set forth in the *Proposal Cost* attached hereto as *Exhibit D*. The Service Provider services shall be limited to those services delineated in the Section III of this Agreement. It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained in writing prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the Police Department for each month in which stress management services are performed according to this Agreement. Invoices shall not be submitted more frequently than once per month. All invoices shall be made in writing and shall specify the number of sessions conducted by the type of services as provided in Section A of the RFQ. Invoices shall be delivered to the Police Chief.

SECTION IX. HEALTH INFORMATION AND CONFIDENTIALITY OF RECORDS

The Service provider recognizes that it will receive health information as a result of this Agreement. Health information is defined as information provided and or made available by the City to the Service Provider and has the definition in 45C.F.R. 160.102. The Service Provider shall comply with 45 C.F.R. §164.502(e) and §164.504(e) governing protected health information and shall follow the regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments. The Service Provider shall enter into the Business Associate Agreement with the City attached as *Exhibit E*. The Business Associate Agreement in Exhibit E shall govern the use and disclosure of the health information. Upon termination of this Agreement the Service Provider shall have the obligations with respect to the protected health information received from the City found in Section B.3 of Exhibit E.

SECTION X. INSPECTIONS AND AUDITS. The City reserves the right to inspect and audit the Service Provider's records. The Service Provider's records subject to review shall include but not be limited to records which, in the City's discretion, are connected with the Service Provider's work for the City and shall be open to inspection and subject to review and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Service Provider's compliance with Agreement requirements and to evaluate and verify all costs associated with services of this Agreement. The Service Provider agrees to provide the City with extracts of data files in computer readable format upon request by the City. Records review as described herein may require inspection and photocopying of selected documents from time to time at reasonable times and places. The Service Provider shall be required to keep such books and records available for such purposes **for at least five (5) years** after the performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

SECTION XI. REPORTS. The Service Provider shall provide monthly written report ("Utilization Reports") to the Police Chief of the services rendered pursuant to this Agreement. The Utilization Report shall provide an analysis of the progress of the program and recommendations. Oral reports detailing the progress of the Employee Assistance Program may be requested as the City deems reasonably necessary.

SECTION XII. INSURANCE REQUIREMENTS. With no intent to limit the Service Provider's liability or the indemnification provisions set forth hereinafter, the Service Provider shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

A. INSURANCES

1. Worker's Compensation. A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance. The Service Provider shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Service Provider and the Service Provider's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Service Provider or by anyone directly employed by the Service Provider. The minimum limits of liability and coverage shall be as follows:

a) **Commercial General Liability**

Personal Injury or Death

\$1,000,000 for each person

\$1,000,000 in the aggregate

Property Damage

\$1,000,000 for each occurrence

\$1,000,000 in the aggregate

b) **Vehicle Liability**

Combined Single Limit

\$1,000,000 per accident

B. ERRORS AND OMISSIONS LIABILITY INSURANCE. The Service Provider shall procure and maintain, at the Service Provider's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Service Provider, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) on a claims made basis.

C. FORM OF POLICIES. The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.

D. ISSUERS OF POLICIES. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

E. INSURED PARTIES. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City of El Paso (and their elected and appointed officials,

officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

F. MATERIAL CHANGE IN POLICY(IES). Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

H. CANCELLATION. Each policy must expressly state that it may not be canceled or non-renewed unless sixty (60) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company. The Service Provider shall also give written notice to the City's Purchasing Manager within fifteen (15) days of the date upon which total claims by any party against the Service Provider reduce the aggregate amount of coverage below the amounts required by this Agreement.

I. DELIVERY OF POLICIES. The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Service Provider with the City's Purchasing Manager prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso
Purchasing & Strategic Sourcing Department
Attn: Managing Director
300 N. Campbell
El Paso, TX 79901

Notwithstanding the termination notice provisions in this Agreement, the failure of the Service Provider to provide the City's Purchasing Manager with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Service Provider entitling the City, upon three (3) days written notice to the Service Provider to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Service Provider, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Service Provider to comply with this requirement shall constitute a default of the Service Provider allowing the City, at its option, to terminate this Agreement as referenced above.

SECTION XIII. TERMINATION OF AGREEMENT. In addition to those termination provisions otherwise provided herein, this Agreement may be terminated under any one of the following circumstances:

A. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by the City upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Service Provider shall cease all services under this Agreement. Upon such termination, the Service Provider shall provide a final invoice for all work completed prior

to the City's notice of termination. The City shall compensate the Service Provider in accordance with this Agreement; however, the City may withhold any payment to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

B. TERMINATION FOR DEFAULT: It is further understood and agreed by the Service Provider and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Service Provider fails to maintain its licenses, certifications and other standards required to be a qualified Service Provider pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined.

SECTION XIV. INDEMNIFICATION

Service Provider or its insurer will **INDEMNIFY, DEFEND AND HOLD** the City, its officers, agents and employees, **HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT.** 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 Service Provider every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Service Provider will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Service Provider may deem expedient; and 3) 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 injuries or damages. Service Provider will pay all judgments finally establishing liability of the City in actions defended by Service Provider pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Service Provider, 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. The City will not be responsible for any loss of or damage to the Service Provider's property from any cause.

SECTION XV. GENERAL PROVISIONS.

A. TIME IS OF THE ESSENCE. The Service Provider understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

B. SUCCESSOR AND ASSIGNS. The Service Provider shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Service Provider if the Service Provider shall attempt to assign without prior written consent.

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

D. LEGAL CONSTRUCTION. Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement require, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or her designee.

E. COMPLIANCE WITH LAW. The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

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

CITY: City of El Paso
City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

With Copy to: El Paso Police Department
Police Chief
911 N. Raynor
El Paso, Texas 79903

SERVICE PROVIDER: Integrity Employee Assistance d.b.a WellConnect
Attn: Dr. Deborah Ontiveros
1600 N. Lee Trevino, Ste. C7
El Paso, TX 79936

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

G. FORCE MAJEURE. The Service Provider shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

H. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

(Signatures begin on following page)

IN WITNESS WHEREOF the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

CITY OF EL PASO:

Cary Westin
Interim City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing Department

Peter Pacillas, Police Chief
El Paso Police Department

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

SERVICE PROVIDER

Integrity Employee Assistance, Inc., d.b.a.
WellConnect

By: [Signature]

Printed Name: Deborah Ontiveros

Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF El Paso §

This instrument was acknowledged before me on this 28th day of February, 2024,
by Deborah Ontiveros, as President of Integrity Employee
Assistance, Inc., DBA Center for WellConnect.

[Signature]
Notary Public, State of Texas

My commission expires:

03-29-2027



EXHIBIT A
RFQ NO. 2024-0151R
STRESS MANAGEMENT

EXHIBIT B**INTEGRITY EMPLOYEE ASSISTANCE, INC., D.B.A. WELLCONNECT
PROPOSAL**

EXHIBIT C
ARTICLES OF AGREEMENT (“CBA”)

EXHIBIT D**INTEGRITY EMPLOYEE ASSISTANCE, INC., D.B.A. WELLCONNECT
PROPOSAL COST**

EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 2024 by and between the CITY OF EL PASO, TEXAS ("CITY"), as the Covered Entity, and INTEGRITY EMPLOYEE ASSISTANCE, INC., DBA WELLCONNECT, a Texas corporation ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform drug testing and alcohol screening services through Contract No. 2024-0151R;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means Norton Medical Industries, Inc.

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 164.501.

e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)
3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)
4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
 - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
 - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
 - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

(i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

- e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective as of the date of Contract No. 2024-0151R, and shall terminate on the same date Contract No.2024-0151R or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. **Survival.** The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

- 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
- 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation, and/or
- 3. Terminate this Agreement immediately.
- 4. **Injunction.** CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

COPY TO:

El Paso Police Department
Police Chief
911 N. Raynor
El Paso, Texas 79903

BUSINESS ASSOCIATE:

Integrity Employee Assistance d.b.a WellConnect
Attn: Dr. Deborah Ontiveros
1600 N. Lee Trevino, Ste. C7
El Paso, TX 79936

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other

than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(Signatures follow on next page)

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the _____ day of _____, 2024.

CITY OF EL PASO:

 Cary Westin
 Interim City Manager

APPROVED AS TO FORM:

 Juan S. Gonzalez
 Senior Assistant City Attorney

APPROVED AS TO CONTENT:

 K. Nicole Cote, Managing Director
 Purchasing & Strategic Sourcing Department

 Peter Pacillas, Police Chief
 El Paso Police Department

SERVICE PROVIDER:

Integrity Employee Assistance, Inc., d.b.a.
 WellConnect

By: _____
 Name: Deborah Outivento
 Title: President

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 Dr. Deborah Ontiveros

Business Name Integrity Employee Assistance, 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: Deborah Ontiveros Date: 02/26/2024



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-456, 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 Brian Kennedy, (915) 212-0001

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 recognizing World Down Syndrome and the work being done to facilitate a long and productive life for People with Down Syndrome.

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

DEPARTMENT:

Mayor and Council

AGENDA DATE:

March 26th 2024

CONTACT PERSON NAME AND PHONE NUMBER:

Mayor Pro Tem Brian Kennedy 915.212.0001

DISTRICT(S) AFFECTED:

All Districts

STRATEGIC GOAL:

Goal 4

SUBJECT:

Discussion and Action to approve a Resolution recognizing World Down Syndrome and the work being done to facilitate a long and productive life for People with Down Syndrome.

BACKGROUND / DISCUSSION:

Recognition of the medical advances that have significantly increased the life expectancy of people with Down Syndrome and the Families that provide support and safe environments for people with Down Syndrome to thrive in.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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

RESOLUTION

WHEREAS, World Down Syndrome Day is being observed in the City of El Paso, Texas on March 21, 2024, to promote awareness of the many ways that we benefit by ensuring that persons with Down syndrome are supported, encouraged, and included in our communities; and

WHEREAS, Down syndrome, the most commonly occurring chromosomal condition, occurs in individuals who have a full or partial extra copy of chromosome 21; one of every 700 babies born in the United States each year is born with Down syndrome; and

WHEREAS, Medical advances have significantly increased the life expectancy of people with Down syndrome, which is now approaching that of peers without the condition; in addition to the advantages of modern medicine, support groups and other resources are now available in nearly every community in the United States; and

WHEREAS, When provided with quality education programs, a stimulating home environment, good health care, and support from family and friends, people with Down syndrome can lead fulfilling and productive lives; much progress has been made through the vision and hard work of parents, researchers, medical professionals, and other advocates, who have helped secure the rights of people with Down syndrome to live at home, attend schools, access appropriate health care, get married, find work, and contribute to society; while research and early intervention have dramatically improved the life span and quality of life of persons with the condition, more work remains to be done to fully comprehend the causes and to explore potential treatments; and

WHEREAS, In 2011, the United Nations General Assembly declared March 21 as World Down Syndrome Day; this year, the County of El Paso, Texas is joining with other counties, countries around the globe in recognition of this special event, and all citizens of El Paso County are encouraged to take part by helping to build a culture of greater respect and inclusion for those living with Down syndrome;

NOW, THEREFORE LET IT BE RESOLVED, that the Mayor and City Council of El Paso, Texas hereby recognizes March 21, 2024, as World Down Syndrome Day in the City of El Paso and honors the accomplishments and contributions made by men and women with Down syndrome.

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



Legislation Text

File #: 24-458, 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.

Discussion and action to approve a Resolution to recognize March 31, 2024 as "CÉSAR E. CHÁVEZ DAY" ¡Viva César E. Chávez, Sí Se Puede!" as part of continued efforts to address systemic barriers to racism, inclusiveness, fair and higher wages, celebrate and uplift communities of color.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 03/26/2024

CONTACT PERSON NAME AND PHONE NUMBER: Henry Rivera 212-0007

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 4

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 actions to approve a resolution to recognize March 31, 2024 as "CÉSAR E. CHÁVEZ DAY" ¡Viva César E. Chávez, Sí Se Puede!" as part of continued efforts to address systemic barriers to racism, inclusiveness, fair and higher wages, celebrate and uplift communities of color.

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? N/A

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*****

RESOLUTION

WHEREAS, César E. Chávez was an American born on March 31, 1927 to Mexican immigrants and proudly served in the United States Navy; and

WHEREAS, César E. Chávez was an American farm worker, labor leader, and civil rights activist, who, with Dolores Huerta, co-founded the National Farm Workers Association that later became the United Farm Workers union; and

WHEREAS, for 30 years César E. Chávez tenaciously devoted himself to the problems of workers in America; and

WHEREAS, the social movement César E. Chávez inspired succeeded in raising salaries and improving working conditions for farm workers in California, Texas, Arizona, and Florida; and

WHEREAS, on March 28, 2014, President Obama proclaimed March 31st as the National César E. Chávez Day, a day devoted to the promotion of service to the community in honor of his distinguished lifetime work and for what he’s taught us about making America a stronger, more just, and more prosperous nation; and

WHEREAS, on June 22, 2022, the City of El Paso unanimously approved designating March 31st as a municipal holiday in honor of the late civil rights leader and activist, César E. Chávez; and

WHEREAS, local organizations like Service Employees International Union (SEIU) honor César E. Chávez’s legacy by standing in solidarity and improving employees’ lives by addressing systemic barriers and racism; improving employment conditions; and fighting for equal and higher wages for union members; and

NOW, THEREFORE, BE IT RESOLVED: by the Mayor and Council of the City of El Paso that March 31, 2024 shall be known as:

“CÉSAR E. CHÁVEZ DAY”
¡Viva César E. Chávez!

APPROVED this ____ day of _____, 2024.

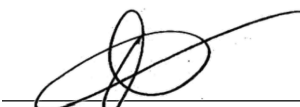
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-457, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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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.

Discussion and action to approve a Resolution recognizing April as Child Abuse Prevention Month and April 5th, 2024 as "Go Blue Day", in order to help raise awareness and create systems and programs that put children and families first.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 03/26/2024

CONTACT PERSON NAME AND PHONE NUMBER: Henry Rivera 212-0007

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8

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 recognizing April as Child Abuse Prevention Month and April 5th, 2024 as "Go Blue Day", in order to help raise awareness and create systems and programs that put children and families first.

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? N/A

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*****

RESOLUTION

WHEREAS, there were **4,985 completed investigations** and **1,662 confirmed victims** of child abuse and neglect in the El Paso area in fiscal year 2023; and

WHEREAS, there were **1,869 youth served by DFPS prevention programs** in the El Paso area in fiscal year 2023; and

WHEREAS, child abuse and neglect can be reduced by making sure each family has the support they need to raise their children in a safe, nurturing, and healthy environment and by informing families about community resources and services available that could help prevent a family crisis or help them overcome one; and

WHEREAS, preventing child abuse and neglect is a community responsibility and finding solutions is contingent upon involvement among people throughout the community; and

WHEREAS, our community has taken a proactive approach in the prevention of child abuse with the formation of the Coalition of Prevention of Child Abuse that is comprised of over 70 agencies, organizations, schools, daycare centers, and businesses that are actively involved in preventing child abuse through education and advocacy; and

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

That the City of El Paso recognizes the importance of child abuse prevention through education and advocacy to our community and the month of April shall be known as “**Child Abuse Prevention Month**” and April 5, 2024, shall be known as, “**Go Blue Day.**”

APPROVED this ____ day of _____, 2024.

THE CITY OF EL PASO

Oscar Leaser
Mayor

SIGNATURES FOLLOW ON NEXT PAGE

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Karla Saenz
Karla A. Saenz
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 AND 03-12-2024]

**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:

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

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

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

BACKGROUND / DISCUSSION:

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

This action item directs the City Attorney to prepare a resolution that modifies Section 13 of the City Council Rules of Order. This resolution will specify the process for reading written public comments ("letters") into the record, including the duration limit for the reading of each comment and the timing of when they will be addressed during the public comment period. The proposed amendment aims to formalize a procedure for reading written public comments submitted by citizens into the official record of Council meetings, a practice that was done informally until it was recently ceased.

The purpose of this amendment is to enhance transparency and public participation in the city's decision-making process. By providing a structured method for incorporating written comments into Council meetings, the proposal aims to ensure that all voices are heard and that the concerns and viewpoints of citizens are appropriately noted and considered by the Council. The inclusion of a written public comment option broadens accessibility to the public process, enabling participation from individuals who may be working during City Council meetings or face challenges accessing proceedings due to a disability, thereby fostering greater inclusivity and engagement in civic affairs.

The amendment will apply to all City Council meetings where public comment periods are designated. It will be implemented within the existing framework of the City Council Rules of Order.

PRIOR COUNCIL ACTION:

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

The City Council last amended the Rules of Order on December 12, 2023 to adjust the notification deadline to appear by videoconference in the event of an emergency in which case the member appearing via videoconference will not appear on the agenda and to clarify that the Rules regarding debate apply to deliberation in executive session and amending the Resolution to attend City Council meetings via videoconference.

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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

DEPARTMENT HEAD:



Legislation Text

File #: 24-461, 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 of the progress toward implementation of the Targeted Code Assessment, adopted by Resolution by the City Council on October 10, 2023, to include current status, total funds expended, progress toward final review/adoption which is targeted for February/March 2024 in the Council approved timeline, and plan for completion.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 03/26/2024(Regular Agenda)

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 of the progress toward implementation of the Targeted Code Assessment, adopted by the City Council via Resolution associated with Item 37 of the October 10, 2023 Regular Council Meeting Agenda, to include current status, total funds expended, progress toward final review/adoption which is targeted for February/March 2024 in the Council approved timeline, and plan for completion.

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 project involves targeted zoning code amendments aimed at supporting priority initiatives such as the 2022 Infill and Redevelopment Policy and the Downtown, Uptown, and Surrounding Neighborhoods Master Plan, fostering diverse housing options, mixed-use development, and reinvestment in the urban core. These amendments are essential for removing potential barriers to infill development, establishing development standards reflecting varied contexts in older areas of El Paso, and enhancing flexibility in regulatory frameworks. The proposed actions set to be completed by March 2024 include introducing a new chapter on infill and redevelopment, providing flexibility on dimensional standards, eliminating minimum parking requirements for multi-family residential, implementing recommended parking ratios, establishing standards for trash storage and collection, defining residential adjacency standards, and allowing for missing middle and transit-supportive uses by right.

PRIOR COUNCIL ACTION:

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

Yes, the City Council adopted the Targeted Zoning Code Assessment recommendations and implementation plan by Resolution during the October 10, 2023 Regular Council Meeting. The Council had previously considered related items such as the 2022 Infill and Redevelopment Policy and the Downtown, Uptown, and Surrounding Neighborhoods Master Plan.

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*****



Legislation Text

File #: 24-464, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

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

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager to facilitate the hosting of no less than three public community meetings with hybrid virtual participation options on the proposed adjustments to impact fees, to include presentations from the City Planning and Inspections Department and El Paso Water on the existing impact fee structure for water and wastewater services, the proposal to amend land use assumptions, the capital improvements plan, the calculated proposed impact fees, and the financial impact to ratepayers; and that such meetings should be held before the scheduled public hearing on April 23, 2024.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 3.26.24

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez: 915.212.0003
Representative Chris Canales: 915.212.0008

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL

Goal 5 - Promote Transparent and 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 to direct the City Manager to facilitate hosting no less than three public community meetings with hybrid virtual participation options on the proposed adjustments to impact fees, to include presentations from the City Planning and Inspections Department and El Paso Water on the existing impact fee structure for water and wastewater services, the proposal to amend land use assumptions, the capital improvements plan, the calculated proposed impact fees, and the financial impact to ratepayers; and that such meetings should be held before the scheduled public hearing on April 23, 2024.

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?

At the March 12, 2024 City Council Meeting, City Council approved 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. The public hearing on proposed amendments is planned for April 23, 2024.

PRIOR COUNCIL ACTION:

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

2/26/2024 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.

2/27/24 Discussion and action on a Resolution establishing a public hearing date to discuss and review the update of the land use assumptions and capital improvements plan and to determine the necessity to amend the City of El Paso's capital improvements plan.

3/12/2024 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.

3/12/2024 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.

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*****



Legislation Text

File #: 24-459, 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

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

AGENDA LANGUAGE:

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

Discussion and action to authorize the expenditure of District 5 discretionary funds, in an amount not to exceed \$5,000.00, for the office of District 5 to attend and participate at the 2024 National Association of Latino Elected and Appointed Officials (NALEO) 41st Conference, serving municipal purpose by enhancing education and government participation covering our municipal vision and strategic goals.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: March 26, 2024

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Isabel Salcido, 915-212-0005

DISTRICT(S) AFFECTED: District 5

STRATEGIC GOAL: (Goal 1 - Cultivate an Environment Conducive to Strong, Economic Development.
3- Promote the Visual Image of El Paso. Goal 6- Set the Standard for Sound
Governance & Fiscal Management.)

SUBJECT:

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

Discussion and action to authorize the expenditure of District 5 discretionary funds, in an amount not to exceed \$5,000.00, for the office of District 5 to attend and participate at the 2024 National Association of Latino Elected and Appointed Officials (NALEO) 41st Conference, serving municipal purpose by enhancing education and government participation covering our municipal vision and strategic goals.

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?

N/A

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

RESOLUTION

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

WHEREAS the NALEO is holding its 41st annual conference in Las Vegas, Nevada from June 18th through June 20th, 2024 (“Conference”); and

WHEREAS City Council representative for District 5 recommends the allocation of up to \$5,000 from District 5’s discretionary funds to fund the attendance and participation of District 5 employees to the Conference; and

WHEREAS the City Council finds that the expenditure of District 5 discretionary funds serves a municipal purpose of setting the standard for sound governance and fiscal management, as well as cultivating an environment conducive to strong economic development.

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

That the City Council declares that the expenditure of District 5 discretionary funds, in an amount not to exceed \$5,000.00 to fund the attendance and participation in NALEO’s 41st annual conference for the employees of District 5, serves a municipal purpose of setting the standard for sound governance and fiscal management as well as cultivating an environment conducive to strong economic development; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any related agreements, amendments to such agreements 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 Leaser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Joyce Garcia,
Assistant City Attorney



Legislation Text

File #: 24-393, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

Planning and Inspections, Nina Rodriguez, (915) 212-1561

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of the property described as a portion of Lots 20 and 21, Block 92, Bassett Addition, 2607 Montana Avenue, City of El Paso, El Paso County, Texas from A-2 (Apartment) to S-D (Special Development), pursuant to section 20.04.360, and approving a detailed site development plan pursuant to section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a business office as permitted in the S-D (Special Development) Zone District. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning and detailed site development plan meet 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: 2607 Montana Ave.

Applicant: Carlos Estrello Jr., PZRZ23-00040

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

AGENDA DATE: March 26, 2024

PUBLIC HEARING DATE: April 23, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Nina Rodriguez, (915) 212-1561

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of the property described as a portion of Lots 20 and 21, Block 92, Bassett Addition, 2607 Montana Avenue, City of El Paso, El Paso County, Texas from A-2 (Apartment) to S-D (Special Development), pursuant to section 20.04.360, and approving a detailed site development plan pursuant to section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a business office as permitted in the S-D (Special Development) Zone District. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning and detailed site development plan meet 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: 2607 Montana Ave.

Applicant: Carlos Estrello Jr., PZRZ23-00040

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from A-2 (Apartment) to S-D (Special Development) with reductions to the minimum district area, required setbacks, and approval of a Detailed Site Development Plan to allow for a proposed business office. City Plan Commission recommended 7-0 to approve the proposed rezoning and detailed site development plan on January 25, 2024. As of March 12, 2024, the Planning Division has not received any communication in support or opposition to the rezoning and detailed site development plan request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ 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 THE PROPERTY DESCRIBED AS A PORTION OF LOTS 20 AND 21, BLOCK 92, BASSETT ADDITION, 2607 MONTANA AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2 (APARTMENT) TO S-D (SPECIAL DEVELOPMENT), PURSUANT TO SECTION 20.04.360, AND APPROVING A DETAILED SITE DEVELOPMENT PLAN PURSUANT TO SECTION 20.04.150 AND 20.10.360 OF THE EL PASO CITY CODE TO ALLOW FOR A BUSINESS OFFICE AS PERMITTED IN THE S-D (SPECIAL DEVELOPMENT) ZONE DISTRICT. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Carlos Estrello Jr., (Owner) has applied for a rezoning of property from **A-2 (Apartment)** to **S-D (Special Development)** per Section 20.04.360 of the El Paso City Code; and,

WHEREAS, Owner has also applied for approval of a detailed site development plan pursuant to Sections 20.04.150 and 20.10.360 of the El Paso City Code for reductions to the minimum district area and setback requirements, which requires approval from both City Plan Commission and City Council; and,

WHEREAS, a public hearing was held for the rezoning and detailed site plan requests at a City Plan Commission meeting; and,

WHEREAS, City Plan Commission has recommended approval of the subject rezoning and detailed site development plan; and,

WHEREAS, the rezoning and detailed site development plan has been submitted to the City Council of the City of El Paso for review and approval; and,

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of the El Paso City Code.

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

1. Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a portion of Lots 20 and 21, Block 92, Bassett Addition, 2607 Montana Avenue, 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 **A-2 (Apartment)** to **S-D (Special Development)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

2. A copy of the approved detailed site development plan, signed by the Owner, the City Manager, and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit “B”** and incorporated herein by reference for all purposes.
3. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the **S-D (Special Development)** District regulations.
4. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the **S-D (Special Development)** district. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.
5. The approval of this detailed site development plan shall automatically be void if construction on the property is not started in accordance with the attached plan **Exhibit “B”** within four (4) years from the date hereof.
6. The penalties for violating the standards imposed through this ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

ATTEST:

Oscar Leoser
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

AGREEMENT

By execution hereof, Carlos Estrello, Jr. ("Owner"), referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **S-D (Special Development)** District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 2nd day of February, 2024.

OWNER: Carlos Estrello, Jr.

By: Carlos Estrello
CARLOS Estrello Owner
(Print name & Title)

ACKNOWLEDGEMENT

THE STATE OF TEXAS)

)

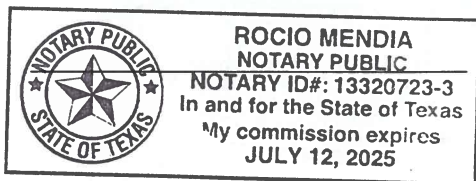
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 2nd day of February, 2024, by Carlos Estrello, in his legal capacity on behalf of Carlos Estrello, Jr.

Rocio Mendia

My Commission Expires:

Notary Public, State of Texas



Calderon Engineering

3031 Trawood Drive
 El Paso, Texas 79936
 (915) 855-7552
 Fax: 855-8350
 calderonengineering@elpbizclass.com

June 14, 2023

2607 MONTANA
METES & BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lots 20 and 21, Block 92, Bassett Addition, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 5, Page 21 and 21A, Deed Records of El Paso County, Texas; and being more particularly described by metes and bounds as follows:

Commencing at a found nail marking the Southwest corner of Lot 17 and being on intersection of the North R.O.W. of Montana Avenue and the East R.O.W. line of Rosewood Street, all in Block 92, Bassett Addition, City of El Paso, El Paso County, Texas; Thence North 53°00'00" East along the North R.O.W. line of Montana Avenue a distance of 81.50 feet to a found nail marking the "Point of Beginning."

Thence North 37°00'00" West a distance of 120.00 feet to a found iron pin;

Thence North 53°00'00" East along the South R.O.W. line of an 18 foot alley and along the North boundary line of Lots 20 and 21 a distance of 39.50 feet to a found nail;

Thence South 37°00'00" East a distance of 120.00 feet to a found nail;

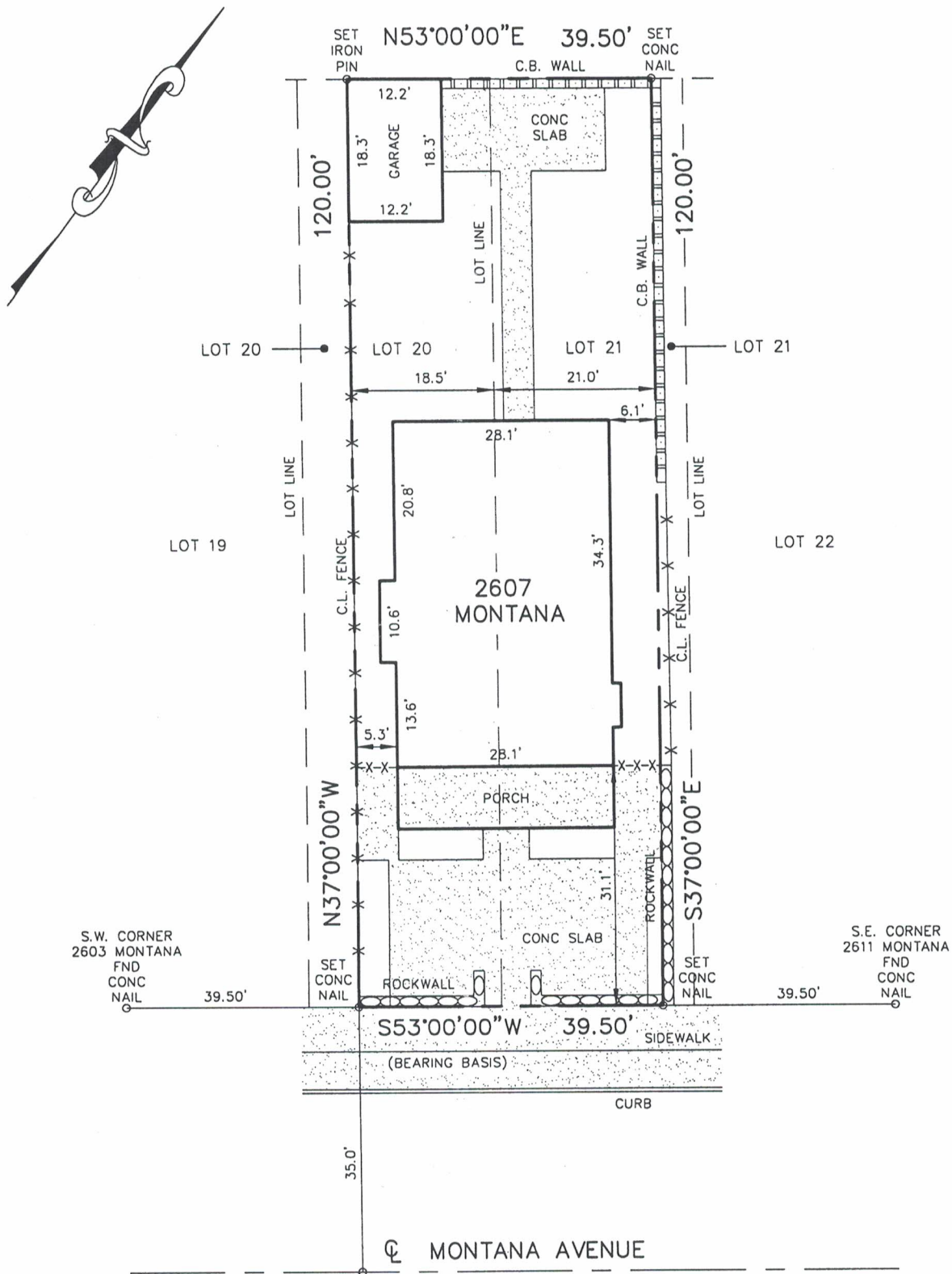
Thence South 53°00'00" West along the South boundary line of Lots 21 and 20 and along the North Right of Way line of Montana Avenue a distance of 39.50 feet to the "Point of Beginning" and containing in all 4,740.00 square feet or 0.109 acres of land more or less. A plat of survey dated June 14, 2023 is a part of this description and is attached hereto.



Manuel Calderon
 Calderon Engineering
 Registered Professional Land Surveyor No. 2564
 Registered Professional Engineer No. 42333
 Texas Registered Engineering Firm No. F-3788
 Texas Licensed Surveying Firm No. 100200-00

VP-C1
 2607 Montana

18' ALLEY



CERTIFICATION

I hereby certify that the foregoing Boundary and Improvement Survey was made by me or under my supervision and that there are no encroachments except as shown. Only platted easements are shown.

Manuel Calderon

Manuel Calderon

Registered Professional Land Surveyor No. 2564

Texas Surveying Firm Reg. No. 100200-00

Texas Registered Engineering Firm No. F-3788

E-Mail: Calderonengineering@elpbizclass.com

Book 5 Page 21 & 21A Job No. 623-101

2607 MONTANA AVENUE,
THE EAST 18.5 FEET OF LOT 20, AND THE
WEST 21 FEET OF LOT 21, BLOCK 92,
BASSETT ADDITION,
CITY OF EL PASO,
EL PASO COUNTY, TEXAS

Field RC Office RM-C7 Date 06/14/23 Scale 1"=20'

CALDERON

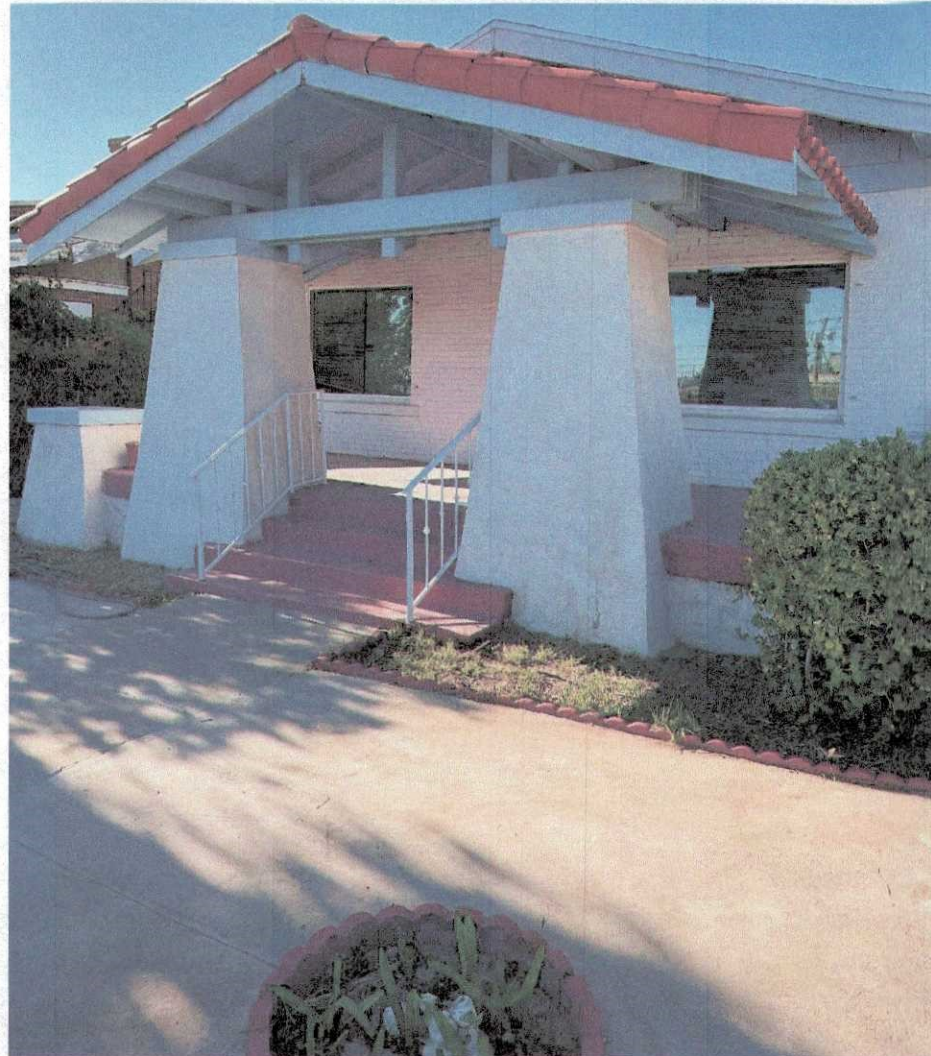
ENGINEERING

3031 TRAWOOD DR.

EL PASO, TEXAS 79936 (915) 855-7552

E-Mail: CalderonEngineering@elpbizclass.com

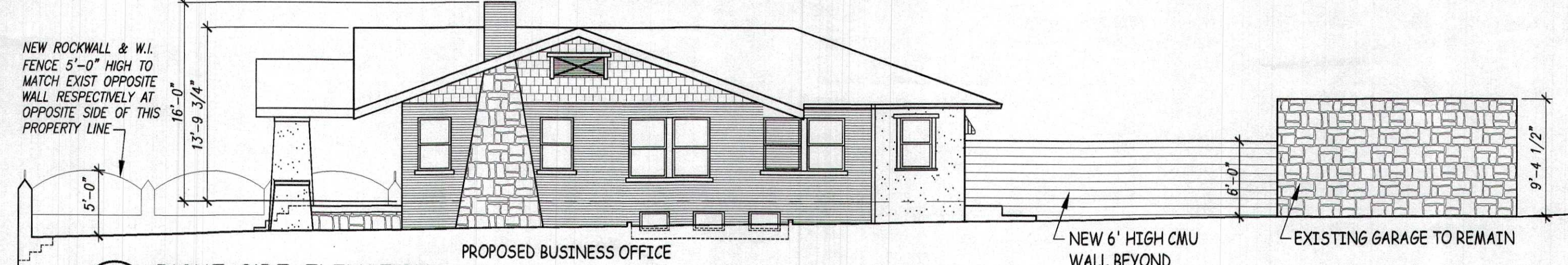
EXHIBIT "B"



C1 EXISTING PORCH ELEVATION TO REMAIN
N.T.S.

	MINIMUM DISTRICT AREA	PERMITTED USE (AS ESTABLISHED IN CHAPTER 20.08)	MINIMUM FRONT YARD (IN FEET)	MINIMUM REAR YARD (IN FEET)	MINIMUM SIDE YARD TOTAL (IN FEET)
S-D (SPECIAL DEVELOPMENT) MUNICIPAL CODE STANDARDS	1 ACRE (CITY COUNCIL MAY DESIGNATE SITES OF LESS THAN ONE ACRE)	OTHER PERMITTED USES EXCEPT AS OTHERWISE SPECIFIED IN THIS TITLE	20	10	10 FEET BETWEEN STRUCTURES
OWNER REQUESTED STANDARDS	0.108 ACRES 4,740 SQ FT	BUSINESS OFFICE	19	0 FEET	0'-0" (LEFT) 4'-5" (RIGHT)

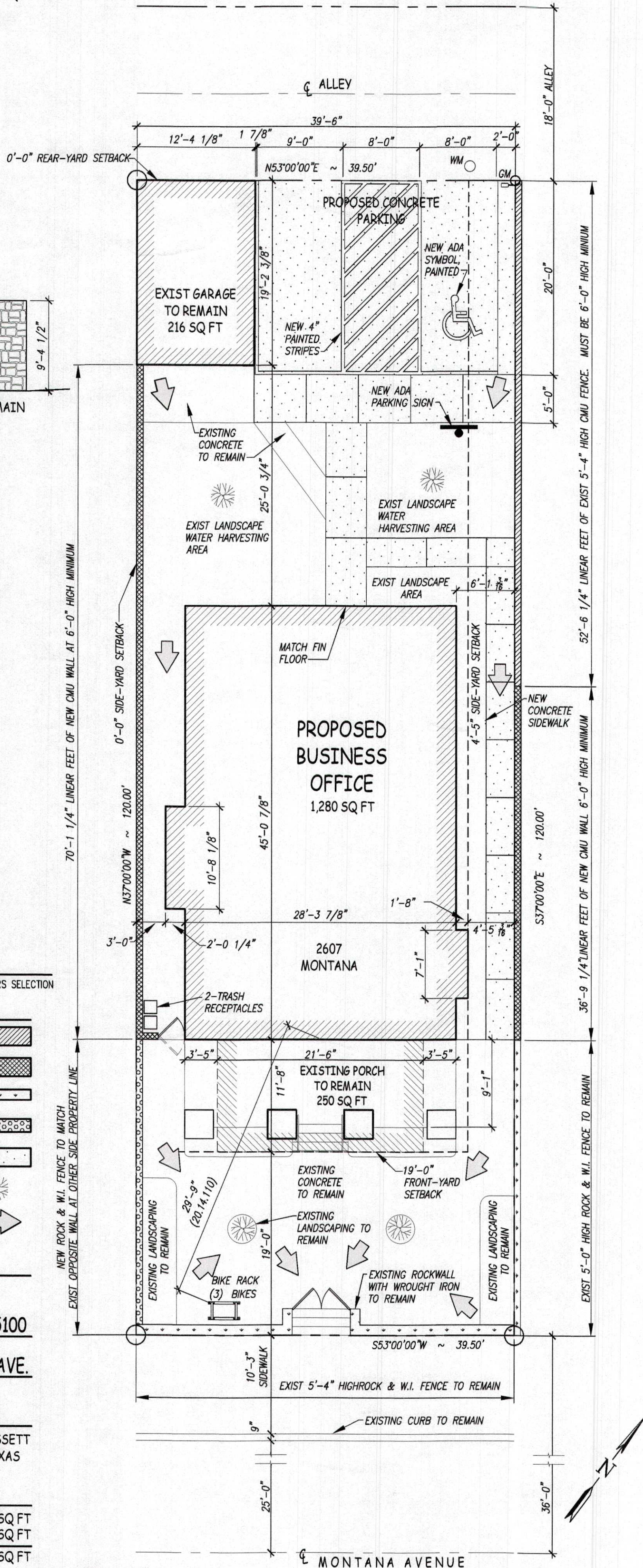
THE OWNER IS REQUESTING S-D (SPECIAL DEVELOPMENT) FOR THE REDUCTION OF THE REQUIRED MINIMUM DISTRICT AREA, AND FRONT, REAR AND SIDE YARDS SETBACK REQUIREMENTS



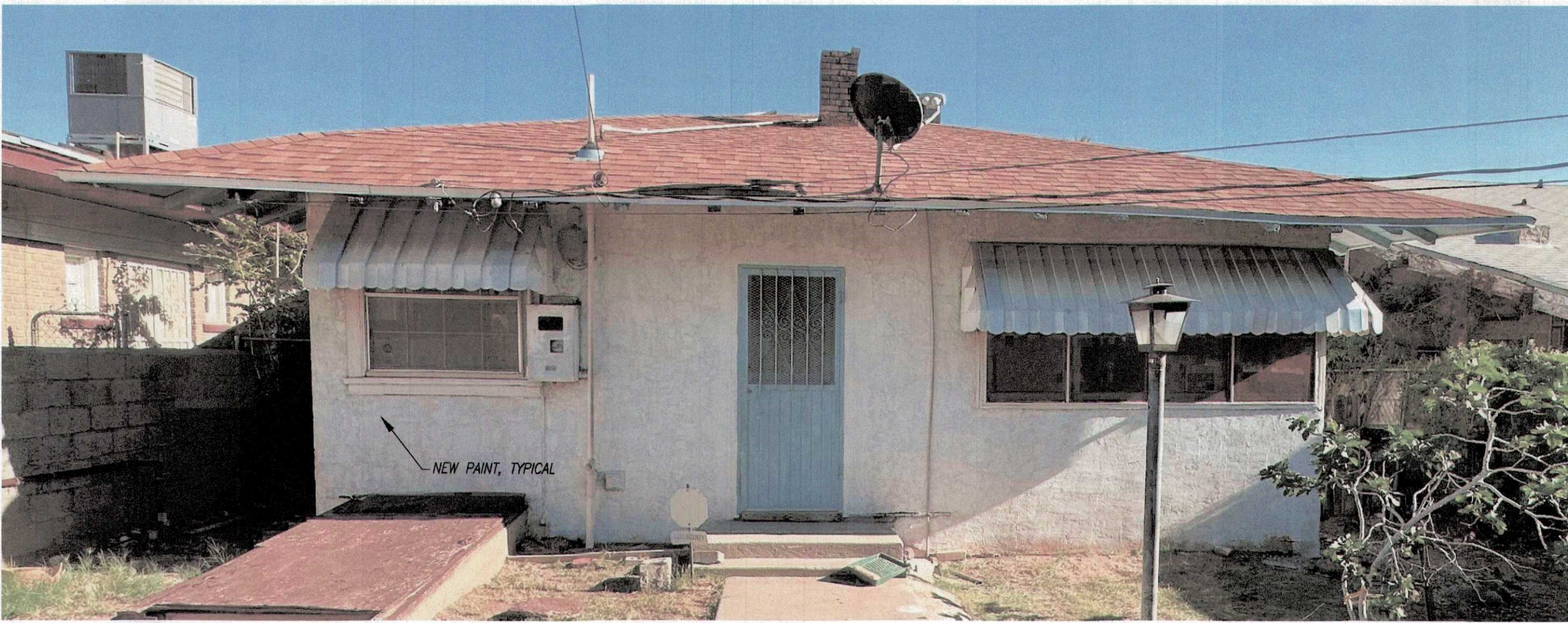
C2 RIGHT SIDE ELEVATION
1/8"=1'-0"

LANDSCAPING REQUIREMENTS
LANDSCAPE PLANTING AREA CALCULATIONS 1,022 SQ FT
SECTION 18.46.060 - APPLICATION, SUB-PARAGRAPH B. EXEMPTIONS

PARKING REQUIREMENTS
BUSINESS OFFICE
1/576 (MIN) SF GFA 2.59 REQ 3 PROVIDED
1/400 (MAX) SF GFA 3.74 REQ
BIKE RACK SPACES 3 REQ 3 PROVIDED



A4 SITE PLAN
1/8"=1'-0"

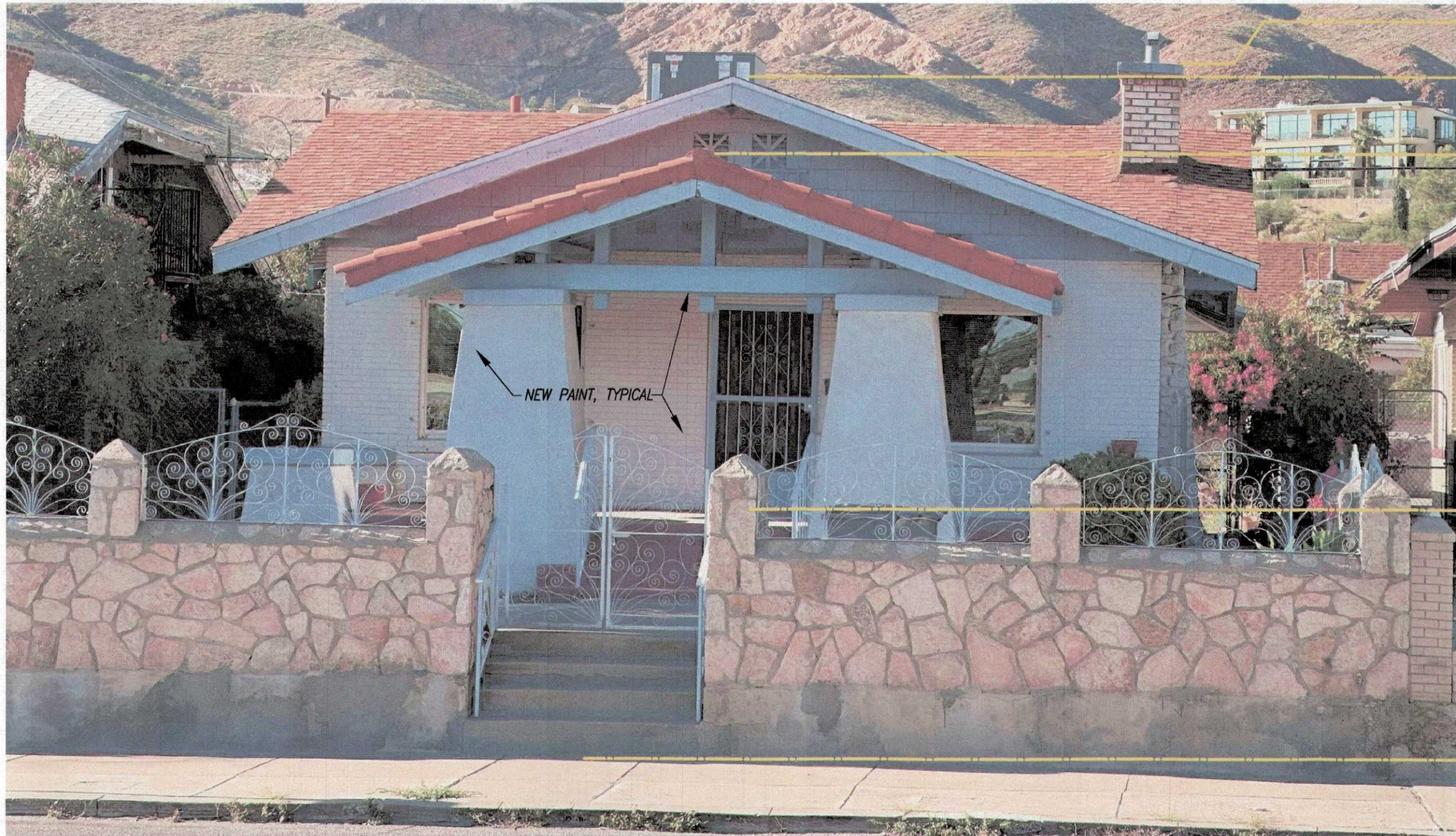


B1 EXISTING REAR ELEVATION TO REMAIN
N.T.S.

EXTERIOR OF EXISTING HOME SHALL BE PATCHED, REPAIR, AND PAINTED AS PER OWNERS SELECTION



B3 EXISTING PORCH & SIDE ELEV TO REMAIN
N.T.S. EXTERIOR OF EXISTING HOME SHALL BE PATCHED, REPAIR, AND PAINTED AS PER OWNERS SELECTION



A1 EXISTING FRONT ELEVATION TO REMAIN AS IS
N.T.S.

EXTERIOR OF EXISTING HOME SHALL BE PATCHED, REPAIR, AND PAINTED AS PER OWNERS SELECTION

- LEGEND
- EXIST CMU FENCE TO BE BUILT UPWARD UP TO 6'-0" HIGH MINIMUM
 - NEW 6'-0" HIGH MINIMUM CMU FENCE
 - EXISTING ROCK WALL & W.I. FENCE TO REMAIN AS IS
 - NEW ROCK WALL & W.I. FENCE TO BE BUILT TO MATCH EXISTING OPPOSITE ON OTHER SIDE PROPERTY
 - NEW CONCRETE
 - EXISTING TREE TO REMAIN
 - STORM WATER FLOW DIRECTION

ABBREVIATIONS
WM WATER METER (EXISTING)
GS GAS METER (EXISTING)

PID NUMBER: B20299909205100

ADDRESS 2607 MONTANA AVE.

LEGAL DESCRIPTION
BEING A PORTION OF LOTS 20 AND 21, BLOCK 92, BASSETT ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

EXISTING BUILDING STATISTICS	
MAIN AREA	1,280 SQ FT
DETACHED GARAGE	216 SQ FT
GROSS FLOOR AREA	1,496 SQ FT
OPEN PORCH	250 SQ FT
TOTAL BUILT AREA	1,746 SQ FT
BASEMENT (UNFINISHED)	200 SQ FT
TOTAL BUILT AREA INCLUDING BASEMENT	1,946 SQ FT

CEDANS ARCHITECT
Designs for Living
1404 Lost Pines Lane
El Paso, Texas 79936
915.590.5683
01/15/2024

PROPOSED BUSINESS OFFICE FOR:
DR. ESTRELLLO, MSW
MASTER OF SOCIAL WORKER

DETAILED SITE DEVELOPEMENT PLAN

2607 MONTANA
EL PASO, TEXAS

KEY PLAN
PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPEMENT PLAN
APPROVED BY CITY COUNCIL
February 2, 2024
DATE
Cala Estrelllo
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

NO DATE DESCRIPTION
PROJECT NO:

DETAILED SITE DEVELOPEMENT PLAN

DSD-101

2607 Montana

City Plan Commission — January 25, 2024

REZONING



CASE NUMBER: PZRZ23-00040
CASE MANAGER: Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov
PROPERTY OWNER: Carlos Estrello
REPRESENTATIVE: Carlos Estrello
LOCATION: 2607 Montana Ave. (District 8)
PROPERTY AREA: 0.11 acres
REQUEST: Rezone from A-2 (Apartment) to S-D (Special Development) with reductions to minimum district area and setbacks, and approval of a Detailed Site Development Plan
RELATED APPLICATIONS: None
PUBLIC INPUT: None received as of January 18, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from A-2 (Apartment) to S-D (Special Development) with reductions to the minimum district area and required setbacks and approval of a detailed site development plan to allow for business office use.

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the request as the proposed rezone and use is in keeping with the policies of the G-2, Traditional Neighborhood (Walkable) Future Land Use Designation of Plan El Paso, the City's adopted Comprehensive Plan. Furthermore, the proposed development meets the requirements of El Paso City Code Section 20.04.150 Detailed Site Development Plan.

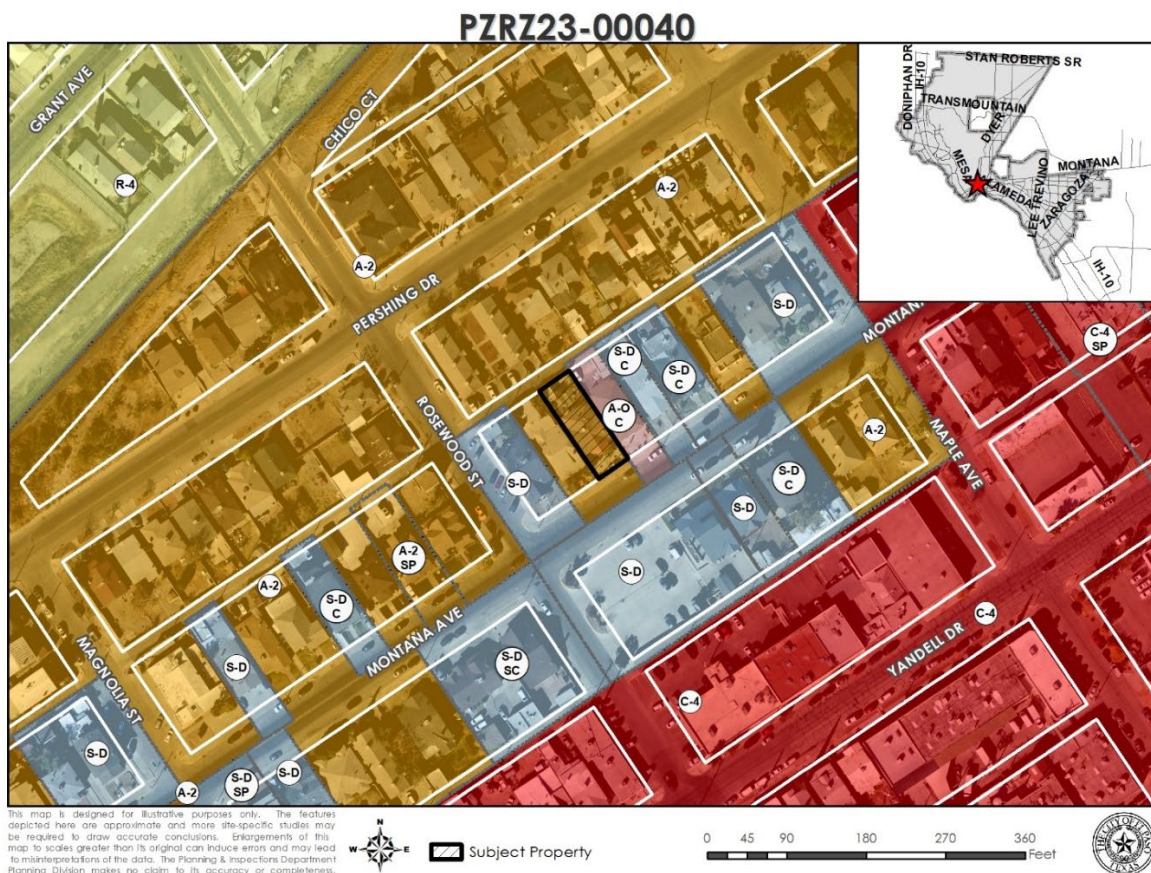


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from A-2 (Apartment) to S-D (Special Development) with reductions to the minimum district area and required front, rear, and side yard setbacks to allow for a business office. Approval of a Detailed Site Development Plan by City Council is required as per proposed zoning district, requested reductions, and proposed use. The size of the property is approximately 0.11 acres. The applicant is proposing to convert an existing single-family dwelling into a business office. The detailed site development plan shows a 1,280 square foot building with a maximum height of sixteen (16) feet and a two-hundred and sixteen (216) square foot detached garage. The table below provides a detailed summary of the requested minimum district area and setback reductions as allowed by provisions in the El Paso City Code Section 20.10.360. The site plan is compliant with required vehicular and bicycle parking spaces, with three (3) and three (3) respectively. The proposed site plan is also compliant with landscape and drainage requirements per City Code. Vehicular access to the subject property is proposed from Rosewood Street and Maple Street via the rear alley, while providing pedestrian access from the public sidewalk along Montana Avenue.

The following table summarizes the reduction requests:

S-D (Special Development) Zone District – Other Permitted Uses		
Density/Dimensional Standard	Required	Proposed
Minimum District Area	1 acre	0.11 acres (approximately)
Front Yard Setback (min.)	20 Feet	19 Feet
Rear Yard Setback (min.)	10 Feet	0 Feet
Side Yard Setback (Left) (min.)	10 Feet Between Structures	0 Feet
Side Yard Setback (Right) (min.)	10 Feet Between Structures	4 Feet 5 Inches

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development and use is permitted with approval of a detailed site development plan in the S-D (Special Development) zoning district and will contribute to a mix of uses already present in the surrounding area. Adjacent properties to the north and west are zoned A-2 (Apartment) and consist of apartments and single-family dwellings. The property to the east is zoned A-O/c (Apartment/Office/Conditions) and consists of a business office, while the property to the south is zoned S-D (Special Development) and also includes a business office. The closest school is the Young Women’s STEAM Research and Preparatory Academy located 0.49 miles away and the closest park is Roger Brown Ballfield Park located 0.49 miles away.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-2, Traditional Neighborhood: This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	<p>Yes. The subject property is proposed to be converted into a business office, which is in character with the future land use designation of <i>Plan El Paso</i>.</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>S-D (Special Development) District: The purpose of this district is to provide an opportunity for mixed-use projects, integrated in design, in certain older residential areas where there is a desire to permit a variety of nonresidential uses while maintaining the established residential appearance and landscaping of the area. The regulations of this district are designed to ensure compatibility with existing uses in the district; to permit the production, exhibit or sale of goods and the providing of services to the public in such older residential areas; to protect the traffic capacity of streets serving such older residential areas; to encourage flexibility by prescribing general performance standards for such older residential areas; and to protect the environment of adjacent areas. For the purpose of this district, older areas of the city shall be deemed those areas where development has existed for at least twenty-five years.</p>	<p>Yes. The proposed S-D (Special Development) district is compatible with the adjacent S-D (Special Development), A-2 (Apartment), and A-O/c (Apartment/Office/condition) zoning districts. Changing the zoning district of the subject property to S-D (Special Development) contribute to the mix of uses already present in the area. Converting the use of the existing single-family dwelling in to a business office use will maintain the established residential appearance and landscaping of the area of the older residential area as called in the S-D (Special Development) district.</p>
<p>Preferred Development Locations: Property is designated G-1, G-2, O-7 or identified as being within a "Local Transfer Center", "RTS Stops" or "Future Compact Neighborhood". (Pages 1.33-.34).</p>	<p>Yes. The property is designated G-2, Traditional Neighborhood and is a preferred location for a mix of uses.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>The subject property does not lie within an historic district, study area plan, or overlay district.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>There are no anticipated adverse impacts.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>There has been little transition in the area in the last 10 years. The last rezoning in the nearby area happened a property approximately 3 blocks southwest of the subject property, with the property being rezoned from A-2 (Apartment) to S-D (Special Development) in 2014.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>Several properties to the east, west and south of the subject property are zoned S-D (Special Development). Rezoning the subject property from A-2 (Apartment) to S-D (Special Development) will allow for more of a mix of uses along Montana Avenue.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property fronts Montana Avenue, a major arterial as designated in the City of El Paso's Major Thoroughfare Plan (MTP). Vehicular access to the subject property is proposed from Rosewood Street and Maple Street via the rear alley, while providing pedestrian access from the public sidewalk along Montana Avenue. The closest bus stop is approximately one hundred (100) feet away from the subject property located across the street from the subject property. The existing infrastructure and services are adequate to serve the proposed development.

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

PUBLIC COMMENT: The subject property lies within the boundaries of the El Paso Central Business Association, the Sunrise Civic Group, and the Five Points Development Association all of which were notified of the rezoning request and the request for reductions the minimum district area and setback requirements. Property owners within 300 feet of the subject property were notified of the rezone request on January 12, 2024. As of January 18, 2024, the Planning Division has not received communication in support or opposition to the request.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

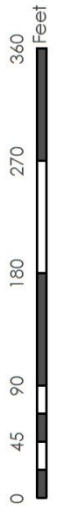
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**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

ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1

PZR723-00040



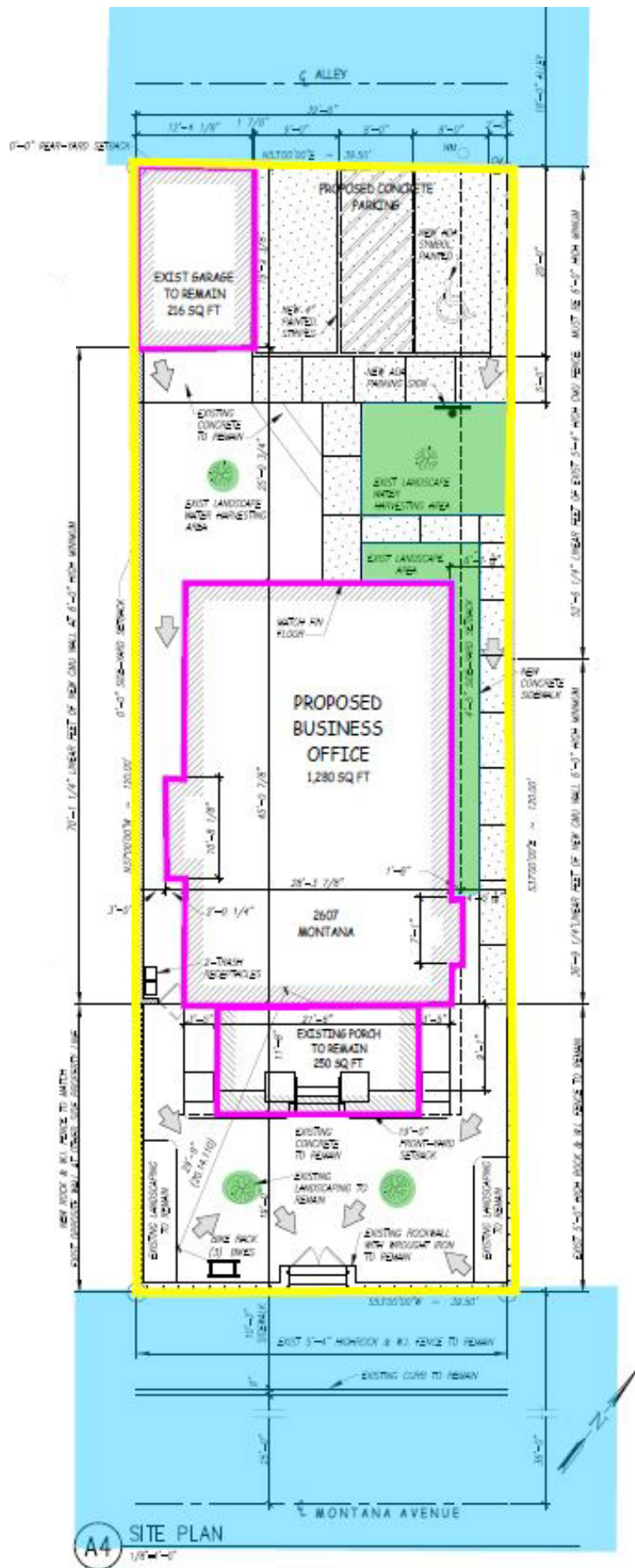
Subject Property



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

448

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(±) 16'-0" TOP OF CHIMNEY
ABOVE FINISH FLOOR LEVEL

(±) 13'-9 3/4" TOP OF RIDGE
ABOVE FINISH FLOOR LEVEL

(±) 10'-10 3/4" TOP OF RIDGE @ PORCH
ABOVE FINISH FLOOR LEVEL

0'-0" FINISH FLOOR

(±) 4'-8 1/8" BELOW FINISH FLOOR
CITY SIDEWALK LEVEL

A1 EXISTING FRONT ELEVATION TO REMAIN AS IS

N.T.S.

EXTERIOR OF EXISTING HOME SHALL BE PATCHED, REPAIR, AND PAINTED AS PER OWNERS SELECTION



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends approval.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to the proposed detailed site and re-zoning application. 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 objection to the proposed Rezoning/ Detailed site plan.

Fire Department

Recommend approval, no adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

No objections.

Sun Metro

No comments received.

El Paso Water

EPWater does not object to this request.

EPWU-PSB Comments

There is an existing 6-inch diameter water main that extends along the alley between Montana Avenue and Pershing Drive. This water main is available for service.

Previous water pressure from fire hydrant #1944 located at the southeast corner of Pershing Drive and Rosewood Street, has yielded a static pressure of 68 psi, a residual pressure of 64 psi, and a discharge of 1,210 gallons per minute.

EPWU records indicate one (1) ¾-inch active water service serving the subject property. The address of this service is 2607 Montana Avenue.

Sanitary Sewer

There is an existing 8-inch diameter sanitary sewer main that extends along the alley between Montana Avenue and Pershing Drive. This main is available for service.

General

EPWater requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any

necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

No comments received.

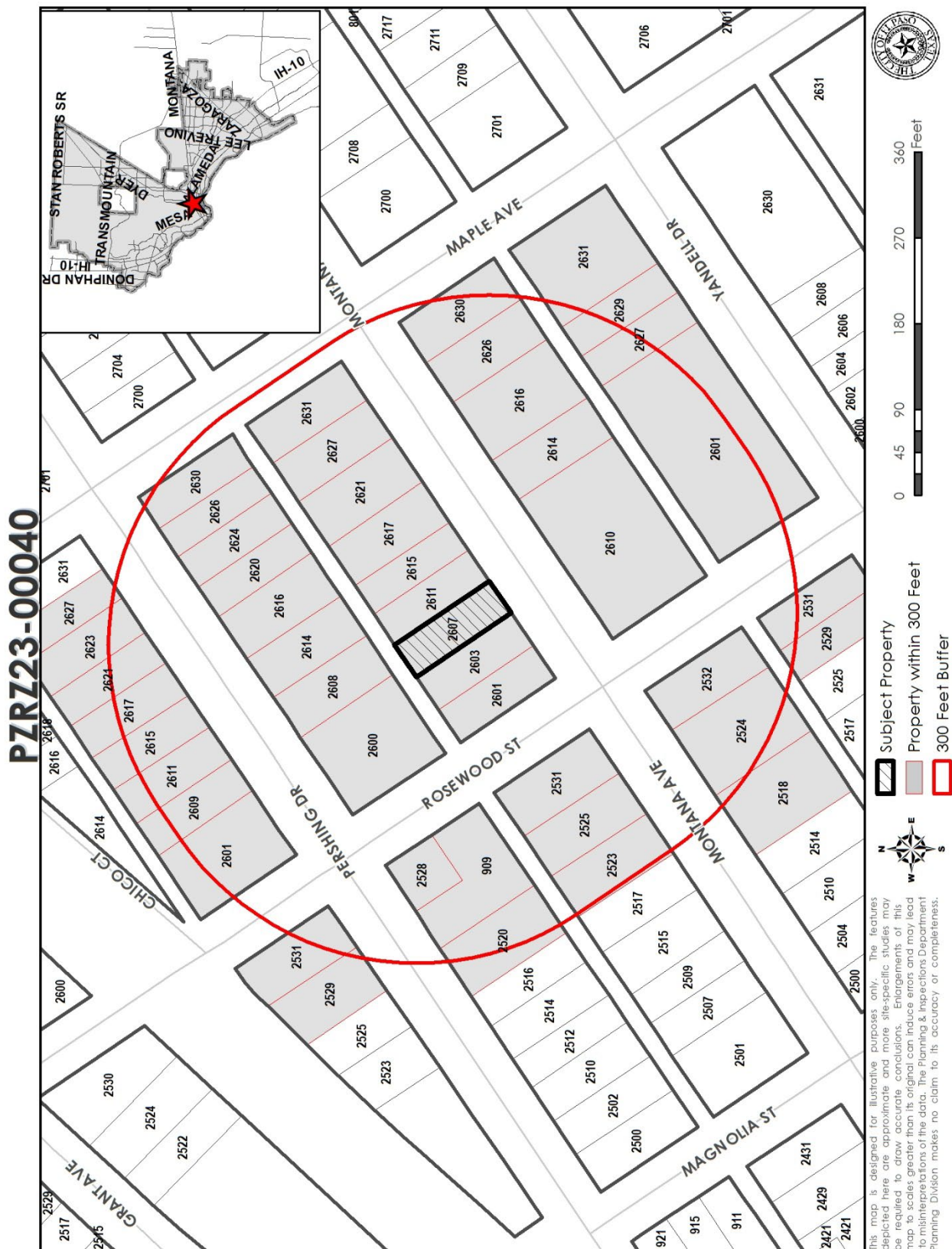
Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 4



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

Carlos Estrella

Business Name

Restore Counseling

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: Carlos Estrella Date: 2/28/2024



Legislation Text

File #: 24-397, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, 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 parcel of land being a portion of Tract 1, now known as Track 1B1 and Portion of Track 1B, now known as Tract 1B, Block 8, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 319 and 323 N. Zaragoza Rd.

Applicant: Albert Nabhan, PZRZ23-00014

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

AGENDA DATE: March 26, 2024

PUBLIC HEARING DATE: April 23, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Juan C. Naranjo, (915) 212-1604

DISTRICT(S) AFFECTED: District 7

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a parcel of land being a portion of Tract 1, now known as Track 1B1 and Portion of Track 1B, now known as Tract 1B, Block 8, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 319 and 323 N. Zaragoza Rd.

Applicant: Albert Nabhan, PZRZ23-00014

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property to allow the use of a proposed shopping center. City Plan Commission unanimously recommended 5-0 to approve the proposed rezoning on February 8, 2024. As of March 11, 2024, the Planning Division has received two (2) emails in support to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PARCEL OF LAND BEING A PORTION OF TRACT 1, NOW KNOWN AS TRACT 1B1 AND PORTION OF TRACT 1B, NOW KNOWN AS TRACT 1B, BLOCK 8, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-1 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of **a portion of Tract 1, now known as Tract 1B1 and a portion of Tract 1B, now known as Tract 1B, Block 8, Ysleta Grant**, located in the City of El Paso, El Paso County, Texas, *and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference*, be changed from **R-F (Ranch and Farm)** to **C-1 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased density of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. *That a seven-foot (7') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.*
2. *Trash receptacles shall be located no closer than fifty feet (50') to any residential lots.*
3. *That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:*
 - a. *Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
 - b. *Providing outdoor amplified sound*
4. *A Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.*

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

Signatures on the following page

ORDINANCE NO. _____

Zoning Case No: PZRZ23-00014

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

ATTEST:

Oscar Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Russell Abeln

Russell T. Abeln
Senior City Attorney

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ23-00014

HQ24-2120| TRAN -510771| P&I
Rezoning Ordinance Partial Lot w/Condition N. Zaragoza Road
RTA

Page 2 of 2

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

METES AND BOUNDS DESCRIPTION
(319-323 N ZARAGOZA)

Description of a parcel of land being a portion of Tract 1, now known as Tract 1B1 and a portion of Tract 1B, now known as Tract 1B, Block 8, Ysleta Grant, City of El Paso, El Paso County Texas, according to the plat on file in the office of the El Paso Central Appraisal District Office, being the same property described in Instrument No. 20220096869 and in volume 1055, page 625 of the Real Property Records of El Paso County, Texas, and being more particularly described as follows:

BEGINNING at a Found "x" mark being a point on the westerly right-of-way line of Zaragoza Road, for the easterly common corner of Tract 1B, and Tract 2A, Block 8, Ysleta Grant, City of El Paso, El Paso County Texas, said "x" also being the **POINT OF BEGINNING** of this Description.

THENCE, S 36°55'00" W, along the westerly right of way of Zaragoza Road, a distance of 120.00 feet to a Found "x" mark on the easterly common corner of Tract 1B1 and Tract 1D, Block 8, Ysleta Grant; whence a found "x" mark on the easterly common corner of Tracts 1A and 1C, Block 8, Ysleta Grant, City of El Paso, El Paso County Texas, bears S 36°55'00" W, a distance of 98.90 feet;

THENCE, N 45°39'30" W, leaving said westerly right-of-way line, along the common line of said Tracts 1B, 1B1 and 1D, Block 8, Ysleta Grant, a distance of 361.15 feet, (316.14'-record) to a Found Pk nail on the easterly line of Colonia Margarita, an addition to the City of El Paso, according to the plat thereof of record in volume 35, page 10, of The Real Property Records of El Paso County, Texas, said nail also being the westerly common corner of Tracts 1B and 1D, of said Block 8;

THENCE, N 39°34'00" E, along the westerly line of said Tract 1B, and easterly line of Colonia Margarita, a distance of 100.02 feet (100'-record) to a point on the southerly line of Colonia Margarita, for the most northerly corner of said Tract 1B;

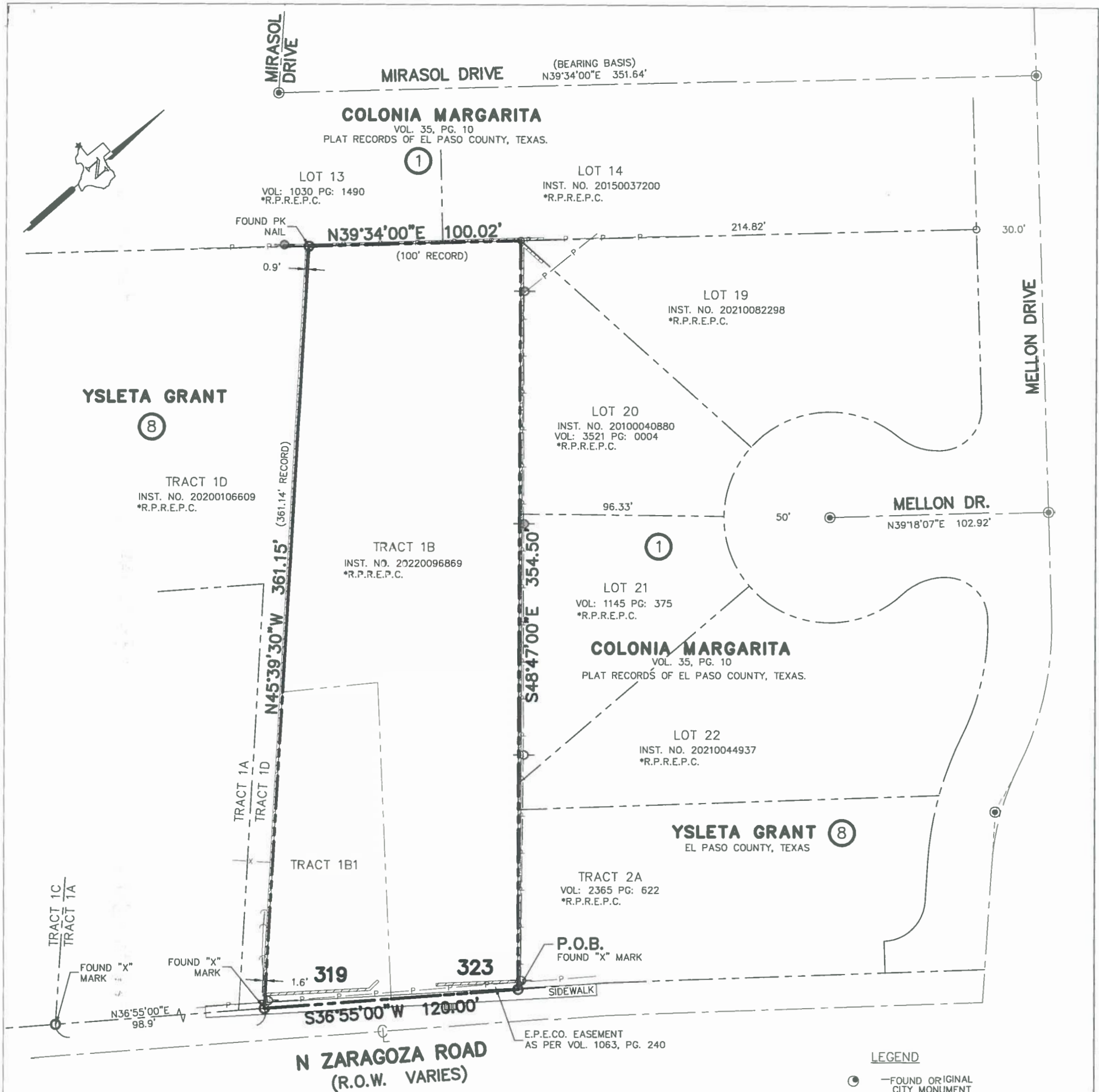
THENCE, S 48°47'00" E, along the common line of northerly line of Tract 1B with the southerly line of Colonia Margarita and southerly line of Tract 2A, Block 8, Ysleta Grant, City of El Paso, El Paso County Texas, a distance of 354.50 feet to the **POINT OF BEGINNING** of this description and containing in all 0.90 acres of land more or less.

NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are based on the County Plat of Ysleta Grant (Plat of Colonia Margarita).
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A Plat of Survey dated 03-13-2023 accompanies this description.



Benito Barragan, Texas R.P.L.S. 5615
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
March 13, 2023
Job No. 230307-30
319-323 N ZARAGOZA RD



*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

NOTES:

1. ACCORDING TO THE FLOOD INSURANCE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF HOMELAND SECURITY AND BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO BE LOCATED IN ZONE "X", AS SHOWN ON MAP NO. 480214 0048 C; MAP REVISED 02-16-2006, FOR EL PASO COUNTY AND INCORPORATED AREAS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
2. BEARINGS SHOWN ARE BASED ON THE FILED PLAT FOR YSLETA GRANT. (COLONIA MARGARITA PLAT)
3. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
4. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
5. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE HEREON NAMED BORROWER, MORTGAGE COMPANY, AND/OR TITLE COMPANY.
6. TITLE COMMITMENT PROVIDED BY SIERRA TITLE GUARANTY COMPANY, GF NO. MS-256095, DATED 07-31-2022, BORROWER/INSURED: ALBERT NABHAN.
7. THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATED AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED; AND IS ADDRESSED EXCLUSIVELY TO THE PARTIES NAMED HEREON.
8. A WRITTEN DESCRIPTION DATED 03-13-2023 ACCOMPANIES THIS PLAT.
9. THIS PLAT DOES NOT INTEND TO BE A SUBDIVISION PROCESS WHICH MAY BE REQUIRED BY LOCAL OR STATE CODE, AND IT IS THE CLIENT'S/OWNER'S RESPONSIBILITY TO COMPLY WITH THIS CODE IF REQUIRED.

PAGE 2 OF 2

B Barragan
&
Associates
Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM# 10151200
10950 Pellicano Dr. Building-F,
El Paso, Tx 79935
Phone (915) 591-5709 Fax (915) 591-5706

Plat of Survey

PARCEL 1: A PORTION OF TRACT 1, NOW KNOWN AS
TRACT 1B1, BLOCK 8, YSLETA GRANT,
EL PASO COUNTY, TEXAS.
PARCEL 2: A PORTION OF TRACT 1B NOW KNOWN AS
TRACT 1B, BLOCK 8, YSLETA GRANT,
EL PASO COUNTY, TEXAS.
AREA 0.90 ACRES ±

Plat Reference Vol/Bk N/A Pages N/A

Scale: 1"=50'

Date: 03-13-2023

Drawn By: JA

I hereby certify that the foregoing
boundary and improvement survey was
made on the ground and under my
supervision and is true and correct to
the best of my knowledge and belief.



Benito Barragan TX R.P.S. No. 5615
Job No. 230307-30 Copy Rights ©
Field: CC Book: N/A Page: N/A

319 and 323 N. Zaragoza

City Plan Commission — February 8, 2024 - **REVISED**

REZONING



CASE NUMBER: PZRZ23-00014
CASE MANAGER: Juan C. Naranjo, (915) 212-1604, NaranjoJC@elpasotexas.gov
PROPERTY OWNER: Albert Nabhan
REPRESENTATIVE: David Etzold
LOCATION: 319 and 323 N. Zaragoza Rd. (District 7)
PROPERTY AREA: 0.90 acres
REQUEST: Rezone from R-F (Ranch and Farm) to C-1 (Commercial)
RELATED APPLICATIONS: None
PUBLIC INPUT: Two (2) emails in support received as of February 7, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-1 (Commercial) to allow the proposed use of a shopping center.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request as the proposed development is in keeping with the policies of the G-3, Post-War Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan. Staff recommends imposing the following conditions:

1. That a **seven-foot (7')** landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.
2. Trash receptacles shall be located no closer than fifty feet (50') to any residential lots.
3. That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:
 - Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and
 - Providing outdoor amplified sound.
4. A Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.

PZRZ23-00014

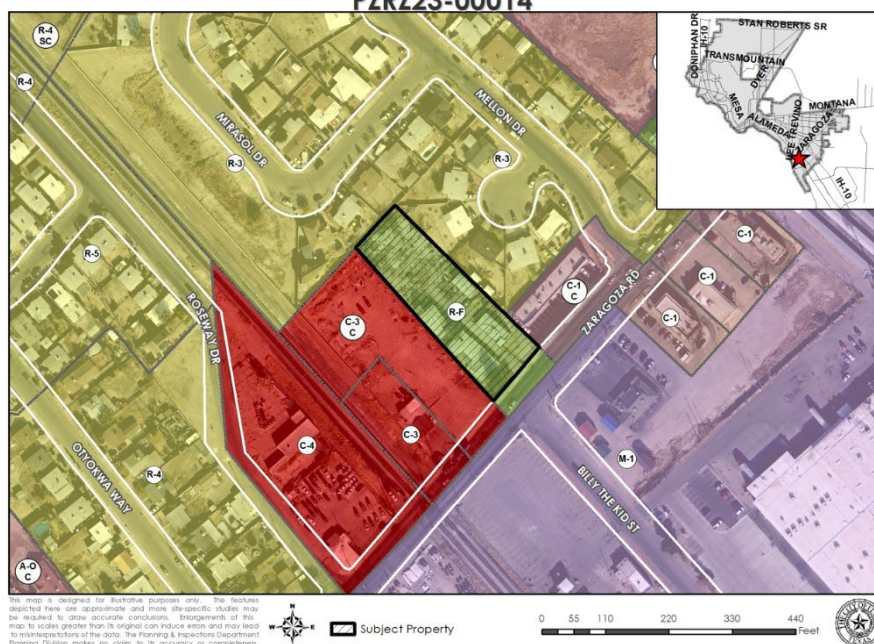


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-1 (Commercial) to allow for the proposed use of a shopping center. The subject property is approximately 0.90 acres in size. The conceptual site plan shows one (1) proposed 6,250 square foot building with forty-one (41) parking spaces including two (2) accessible spaces and three (3) bicycles spaces. Access to the subject property is from Zaragoza Road.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed use of a shopping center and the C-1 (Commercial) zone district are compatible with the nearby zoning districts. Conditions are being recommended to safeguard and mitigate the impacts to existing residential properties adjacent to the subject property and are consistent with prior rezonings of similar nature. Properties to the northwest include single family dwellings zoned R-3 (Residential), while the properties to the northeast include more single-family dwellings zoned R-3 (Residential), a shopping center and a grocery store zoned C-1/c (Commercial/conditions). The property to the southeast across Zaragoza Road consists of a heavy truck trailer parking lot zoned M-1 (Light Manufacturing) and property to the southwest consists of a commercial building zoned C-3/c (Commercial/conditions). The nearest park, Pueblo Viejo Park, is located 0.17 miles and the nearest school, Mission Valley Elementary School, is located 0.75 miles in proximity to the subject property.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed C-1 (Commercial) zoning district is compatible with the future land use designation. The intent is to provide additional neighborhood commercial uses the area would benefit from.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-1 (Commercial) District: The purpose of these districts is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.</p>	<p>Yes. The proposed C-1 (Commercial) zoning district is compatible with adjacent uses and zoning districts in the proximity.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. Access to the subject property is from Zaragoza Road, a minor arterial, classified under the City's Major Thoroughfare Plan (MTP) The classification of this road 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 plans, including land-use maps in those plans.	None. The subject property does not fall within any historic districts, special designations, or study plan areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	None. The proposed development does not involve greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezoning within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Zaragoza Road, classified as a minor arterial per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to support the proposed uses. The subject property is served by public transit with at least four (4) Sun Metro's bus routes serving Zaragoza Road, and with multiple bus stops within walking distance (0.25 mile). There are existing sidewalks along Zaragoza Road and the closest bus stop is 0.1 miles away along Zaragoza Road.

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

PUBLIC COMMENT: The subject property is located within the boundaries of Penrose Neighborhood Association, Corridor 20 Civic Association, Mission Valley Civic Association and Save the Valley 21 Neighborhood Association, which were notified of the rezoning request by the applicant. Property owners within 300 feet of subject property were notified of the rezoning request on January 12, 2024. As of February 7, 2024, the Planning Division received an email from the Corridor 20 Civic Association in opposition of a previously proposed zoning district (C-3) and indicated support of a lower zoning designation, as well as another email in support of the proposed rezoning request from the Mission Valley Civic Association. Emails are included under Attachment 5.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
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:

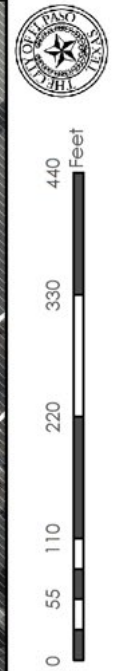
1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Public Comment

ATTACHMENT 1

PZR723-00014



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



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends imposing the following conditions on the rezoning application:

1. That a seven-foot (7') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.
2. Trash receptacles shall be located no closer than fifty feet (50') to any residential lots.
3. That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:
 - Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and
 - Providing outdoor amplified sound.
4. A Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval, no adverse comments.

Planning and Inspections Department – Land Development

Recommend approval.

1. The property is in the flood zone "AH", provide an Elevation Certificate at the time of grading permit.
2. Verify the location and modification of the existing inlet on Zaragoza St. at the time of grading permit.

Note: Comments will be addressed at permitting stage.

Fire Department

Recommend approval, no adverse comments.

Streets and Maintenance Department

No objections to rezoning. The driveway shall be compliant to city ordinance 13.12.090 Location. ADA parking spaces shall also be in compliance.

Note: Comments will be addressed at permitting stage.

Sun Metro

No comments received.

El Paso Water

EP Water does not object to this request.

Water:

There is an existing 8-inch diameter water main extending along a 25-foot PSB easement approximately 460-feet east of and parallel to Zaragoza Rd. This main is available for main extension.

There is an existing 16-inch diameter water main extending along Zaragoza Rd. 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 24-inch diameter water main extending along Zaragoza Rd. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations

Previous water pressure reading from fire hydrant #03319, located at the intersection of Billy the Kid St and Zaragoza Rd. has yielded a static pressure of 102 (psi), a residual pressure of 94 (psi), and a discharge of 949 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EP Water records indicate two active 3/4-inch water meters serving the subject property. The service addresses for these meters are 323 & 319 Zaragoza Rd.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Zaragoza Rd. approximately 21-feet south of the property. This main is available for service.

General:

EP Water 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 EP Water-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.

Police Department

No comments received.

Environment Services

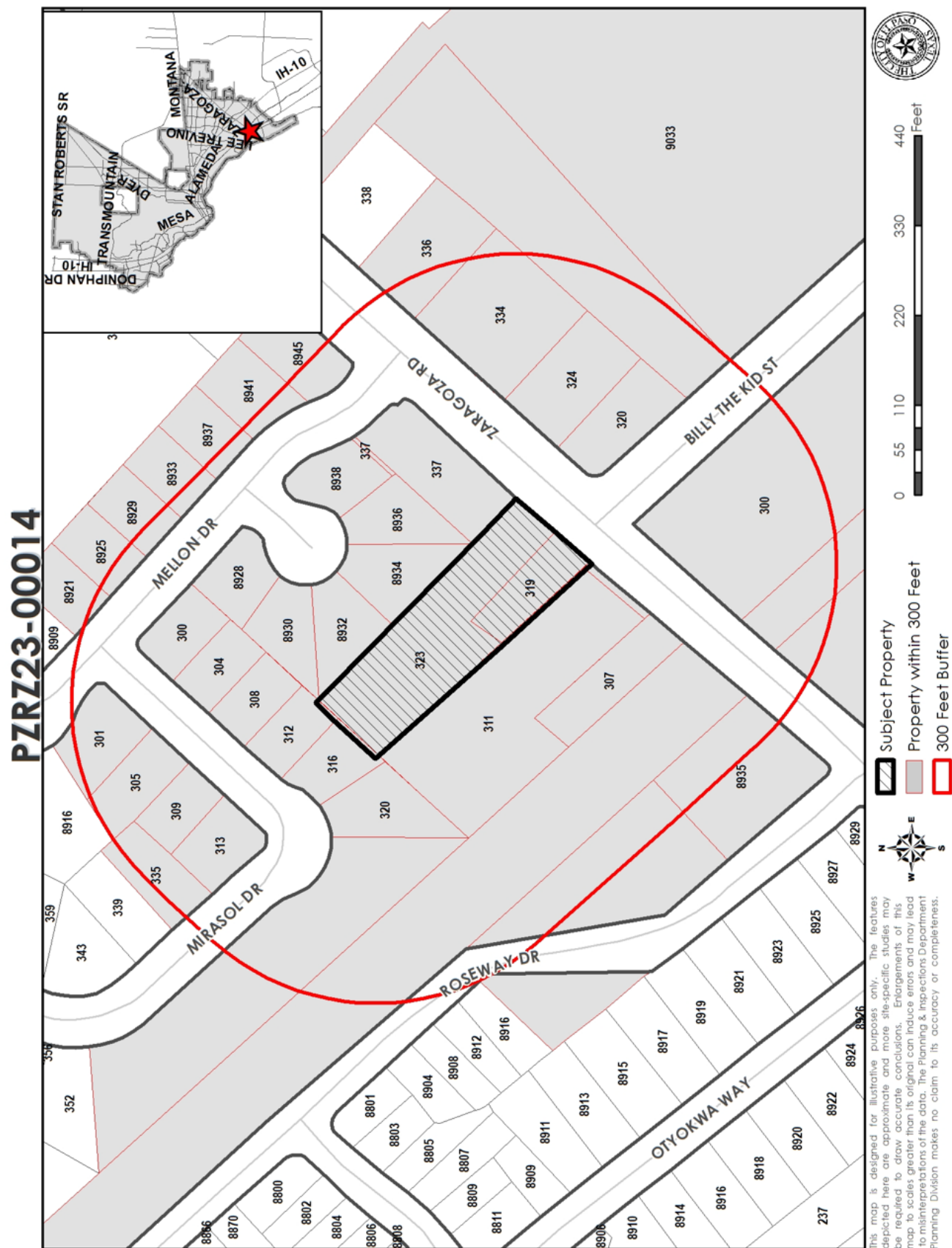
A dumpster pad will be needed for refuse service.

Note: Comments will be addressed at permitting stage.

Texas Gas Service

TGS doesn't have any comments.

ATTACHMENT 4



ATTACHMENT 5

From: Fabiola Campos-Lopez <corridor20ca@yahoo.com>
Sent: Tuesday, May 2, 2023 9:53 AM
To: Ray Mancera <ray@mancera-group.com>
Cc: Sylvia Carreon <longhorn_1989@hotmail.com>; Garcia, Raul <GarciaR1@elpasotexas.gov>
Subject: Re: Notice of Rezoning 319-323 N Zaragoza

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.

Good morning, Ray:

Thank you for reaching out on this rezoning application to Corridor 20 civic association, as Section 2.102 of the El Paso City Code requires.

By reviewing the documentation and data provided. We have some comments on this R/F to C/3 application that should be considered.

C3 allows for different permissible uses, including car sales/ car lots. Having lived for so many years in the area, the narrowness of the lot will not impede any car lot rental from moving in. Corridor 20 civic association supporting responsible growth in the Mission Valley area will **not** see adequate to adapt the C3 zoning code if C1 and C2 ensure a more favorable retail space development for all. It is mentioned that there is a lot to the side already coded C3, but the same owner also owns it. In this case, Corridor 20 civic association will recommend adapting C2 or C1 like the existing small shopping center owned by the same owner.

Another concern from Corridor 20 civic association is the type of business to which the spaces will be rented. Specifically, the businesses nearby will disturb the residential area abutting this property and talk about selling alcoholic beverages, outdoor patios, late open business schedules, and loud sound amplifiers/ loud music. We also understand that it is too early and cannot prohibit these uses if they are allowed by C1 or C2. Still, we will recommend imposing special conditions on the application to ensure an excellent quality-of-life project is welcomed by everyone in the area, which is a good neighbor.

I hope the owner can reconsider and see that C1 or C2 works best for the neighborhood.

Thanks again,

Saludos!

Fabiola Campos-Lopez
CORRIDOR20ca
Coordinator

From: [Sylvia Carreon](#)
To: [Rodriguez, Nina A.](#)
Subject: Re: Notice of Rezoning 319-323 N Zaragoza
Date: Wednesday, January 31, 2024 5:56:15 PM
Attachments: [image001.png](#)

You don't often get email from longhorn_1989@hotmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

Ms. Rodriguez, this is Sylvia Carreon with the Mission Valley Civic Association and going to a C-1 would meet with our approval! Thank you

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

Albert Nabhan

Business Name

Agenda Item Type

Rezoning

Relevant Department

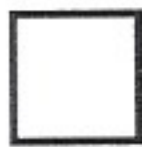
Planning Dept

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.

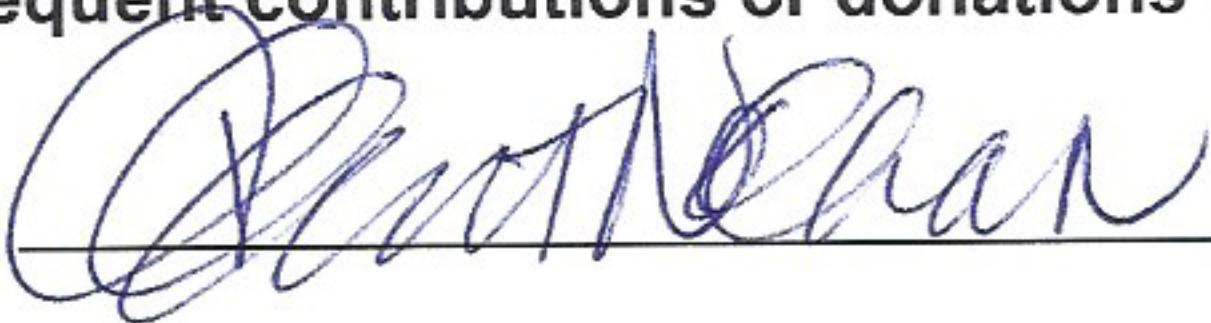
OR



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: 3-8-24



Legislation Text

File #: 24-392, Version: 1

**24-392CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2

Purchasing and Strategic Sourcing, 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 4.1: Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

Award Summary:

Discussion and action on the award of Solicitation 2024-0039 to MIRADOR ENTERPRISES, INC. for a total estimated award of \$3,382,010.00. The project will consist of a partial demolition of the adjacent Lion Tail Macaque exhibition and rebuilding of foundation for relocated enclosure, reconnecting the public path between exhibitions and maintaining accessibility standards, provide two viewing shelters adjacent to public path, with controlled temperature to host two Komodo dragons, exterior habitat, and back of house improvements.

Department:	Capital Improvement
Award to:	MIRADOR ENTERPRISES, INC.
City & State:	El Paso, TX
Item(s):	Base Bid I
Contract Term:	330 Consecutive Calendar Days
Base Bid I:	\$3,832,010.00
Total Estimated Award:	\$3,832,010.00
Account(s):	190-4800-29020-580270- PCP13ZOOA15
Funding Source(s):	2012 Quality of Life
District(s):	2

This was a Competitive Sealed Proposal Procurement lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MIRADOR ENTERPRISES, INC. 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.

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 26, 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: 2

STRATEGIC GOAL: No. 4 – Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

SUBGOAL: 4.1 – Deliver bond projects impacting quality of life across the city in a Timely, efficient manner

SUBJECT:

Discussion and action on the award of Solicitation 2024-0039 Komodo Dragon Exhibit Improvements to MIRADOR ENTERPRISES, INC. for a total estimated award of \$3,832,010.00

BACKGROUND / DISCUSSION:

The project will consist of a partial demolition of the adjacent Lion Tail Macaque exhibition and rebuilding of foundation for relocated enclosure, reconnecting the public path between exhibitions and maintaining accessibility standards, provide two viewing shelters adjacent to public path, building with controlled temperature to host two Komodo dragons, exterior habitat, and back of house improvements.

SELECTION SUMMARY:

Solicitation was advertised on October 17, 2023 and October 24, 2023. The solicitation was posted on City website on October 17, 2023. There was a total of eighteen (18) views online; three (3) proposals 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: \$3,832,010.00

Funding Source: 2012 Quality of life

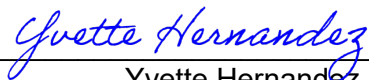
Account: 190-4800-580270-29020-PCP13ZOOA15

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
Competitive Sealed Proposal

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

Please place the following item on the Regular Agenda for the City Council of March 26, 2024.

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

The linkage to the Strategic Plan is subsection 4.1: Deliver bond projects impacting quality of life across the city in a Timely, efficient manner

Award Summary:

Discussion and action on the award of solicitation 2024-0039 to MIRADOR ENTERPRISES, INC. for a total estimated award of \$3,382,010.00. The project will consist of a partial demolition of the adjacent Lion Tail Macaque exhibition and rebuilding of foundation for relocated enclosure, reconnecting the public path between exhibitions and maintaining accessibility standards, provide two viewing shelters adjacent to public path, with controlled temperature to host two Komodo dragons, exterior habitat, and back of house improvements.

Department:	Capital Improvement
Award to:	MIRADOR ENTERPRISES, INC.
City & State:	El Paso, TX
Item(s):	Base Bid I
Contract Term:	330 Consecutive Calendar Days
Base Bid I:	\$3,832,010.00
Total Estimated Award:	\$3,832,010.00
Account(s):	190-4800-29020-580270- PCP13ZOOA15
Funding Source(s):	2012 Quality of Life
District(s):	2

This was a Competitive Sealed Proposal Procurement lump sum contract


The Purchasing & Strategic Sourcing Department and Capital Improvement recommend award as indicated to MIRADOR ENTERPRISES, INC. the 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.

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.

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET
Komodo Dragon Exhibit Improvements
Solicitation No. 2024-0039

Evaluation Factors	Maximum Points	Mirador Enterprises, Inc.	Steven Michael Sambrano II dba Gracen Engineering and Construction, Inc.	Dantex General Contractors
	Price	\$ 3,832,010.00	\$ 4,223,000.00	\$ 4,629,000.00
Factor A - Offeror's Fee Proposal	27	27.00	24.50	22.35
Factor Ab - Construction Fee	10	8.75	8.00	4.75
Factor B - Offeror's Project Planning and Scheduling for this Project	20	14.00	16.00	16.50
Factor C - Offeror's Experience and Reputation	20	12.15	13.28	16.14
Factor D - Offeror's Project Team	10	8.75	8.25	6.75
Factor E - Offeror's Project Understanding	5	4.75	4.75	5.00
FACTOR F – Offeror's Quality Control Program	8	8.00	7.50	6.75
Total Points	100	83.40	82.28	78.24
	Ranking	1	2	3

APPROVED: 
 Managing Director/ Nicole Cote

2/2/2024
 Date

APPROVED:  2/2/24
 City Engineer/ Yvette Hernandez Date



CITY OF EL PASO PRICE TABULATION



Bid Title: Komodo Dragon Exhibit Improvements		Bid Number: 2024-0039	
Bid Date: December 20, 2023		Department: Capital Improvement	
	Dantex General Contractors El Paso, TX Bidder 1 of 3	Steven Michael Sambrano II dba Gracen Engineering and Construction, Inc. El Paso, TX Bidder 2 of 3	Mirador Enterprises, Inc. El Paso, TX Bidder 3 of 3
Sum Total Base Bid I: (Line Item 1)			
The Undersigned agrees to perform all the work required for the total amount of:	\$ 4,629,000.00	\$ 4,223,000.00	\$ 3,832,010.00
Amemdments Acknowledged	YES	YES	YES
Bid Bond	YES	YES	YES
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.			

Approved: _____/S/_____

[481] _____ 1/9/2024 _____

2024-0039 Komodo Dragon Exhibit Improvements

Online Views for 2024-0039 Komodo Dragon Exhibit Improvements			
No.	Participant Name	City	State
1	Advanced Security Contractors, Inc.	EL PASO	TX
2	AGAS MFG Inc.	Philadelphia	PA
3	Burman Construction, LLC	El Paso	TX
4	Construction Reporter	Albuquerque	NM
5	Dantex General Contractors	El Paso	TX
6	El Paso A.R.C. Electric, Inc.	El Paso	TX
7	Global Enforcement Motors Inc. (Steve Beaudry)	Dalton Gardens	ID
8	Gracen Engineering & Construction, Inc.	El Paso	TX
9	Integrated Technologies and Design (Electripro Inc)	El Paso	TX
10	JR Compass LLC	El Paso	TX
11	Mirador Enterprises, Inc. (Mirador Enterprises)	EL PASO	TX
12	NexGen Roofing	chaparral	NM
13	North America Procurement Council Inc., PBC	Grand Junction	CO
14	NORTHERN TOOL + EQUIPMENT	EL PASO	TX
15	Possible Missions, Inc.	Houston	TX
16	QTO SOLUTIONS	Los Angeles	CA
17	The PlanIt Room	El Paso	TX
18	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	Yolanda Diaz
Business Name	Mirador Enterprises, Inc.
Agenda Item Type	Solicitation 2024-0039 Komodo Dragon Exhibit Improvements
Relevant Department	Capital Improvement

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



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

OR



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

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

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

Signature: **Yolanda Diaz** Digitally signed by Yolanda Diaz
Date: 2024.03.05 10:04:49 -07'00' Date: _____



Legislation Text

File #: 24-399, 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

Parks and Recreation, Pablo Caballero, (915) 212-8018

AGENDA LANGUAGE:

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

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

Award Summary:

Discussion and action on the award of Solicitation 2024-0075 Barricade Services to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign for an initial term of three (3) years for an estimated amount of \$1,458,648.00. The award also includes a two (2) year option for an estimated amount of \$972,432.00. The total contract time is for five (5) years for a total estimated amount of \$2,431,080.00. This contract will provide the City of El Paso Parks and Recreation Department traffic control equipment and zone protection for City events.

Contract Variance:

NA (New Contract)

Department:	Parks and Recreation
Award to:	Contractor's Barricade Service, Inc. dba Apache Barricade & Sign
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$486,216.00
Initial Term Estimated Award:	\$1,458,648.00
Option Term Estimated Award:	\$972,432.00
Total Estimated Award	\$2,431,080.00
Account(s)	451 - 1000 - 51220 - 522150 - P5101

Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Parks and Recreation Departments recommend award as indicated to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign 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.

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 26, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Pablo Caballero, Interim Director (915) 212-8018
K. Nicole Cote, Managing Director, (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 4. Enhance El Paso's Quality of Life through Recreational, Cultural, and Educational Environments

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs

SUBJECT:
Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign for a term of three (3) years for an estimated amount of \$1,458,648.00. The total value of the contract is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$2,431,080.00.

BACKGROUND / DISCUSSION:
The Barricade Services contract will provide the City of El Paso Parks and Recreation Department traffic control equipment and zone protection for City events.

SELECTION SUMMARY:
Solicitation was advertised on December 5, 2023 and December 12, 2023. The solicitation was posted on City website on December 5, 2023. There were a total of twenty-seven (27) viewers online; two (2) bids were received; two (2) from local vendors.

CONTRACT VARIANCE:
NA (New Contract)

PROTEST
No protest was received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: \$1,458,648.00
Funding: General Fund
Account: 522150-451-1000-51220-P5101

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Parks and Recreation Department
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

2024-0075 Barricade Services
Revised 2/23/2022-V2 – Previous Versions Obsolete

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

DEPARTMENT HEAD:

A handwritten signature in blue ink, appearing to read 'Pablo Caballero', is written over a horizontal line.

Pablo Caballero, Interim Director

Project Form
Low Bid

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

Please place the following item on the Regular Agenda for the City Council Meeting of March 26, 2024.

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

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

Award Summary:

Discussion and action on the award of solicitation 2024-0075 Barricade Services to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign for an initial term of three (3) years for an estimated amount of \$1,458,648.00. The award also includes a two (2) year option for an estimated amount of \$972,432.00. The total contract time is for five (5) years for a total estimated amount of \$2,431,080.00. This contract will provide the City of El Paso Parks and Recreation Department traffic control equipment and zone protection for City events.

Contract Variance:

NA (New Contract)

Department:	Parks and Recreation
Award to:	Contractor's Barricade Service, Inc. dba Apache Barricade & Sign
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$486,216.00
Initial Term Estimated Award:	\$1,458,648.00
Option Term Estimated Award:	\$972,432.00
Total Estimated Award	\$2,431,080.00
Account(s)	451 – 1000 – 51220 – 522150 – P5101
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing Department and Parks and Recreation Department recommend award as indicated to Contractor's Barricade Service, Inc. dba Apache Barricade & Sign 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.

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



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Barricade Services
BID DATE: January 10, 2024

BID NO: 2024-0075
DEPARTMENT: Parks & Recreation

	Contractor's Barricade Service, Inc. DBA Apache Barricade & Sign El Paso, TX BIDDER 1 OF 2	Leedsmann Construction Inc. DBA TCA El Paso, TX BIDDER 2 of 2	
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Group A. Traffic Control Barricade

Item No.	Description	Unit of Measure	Approximate Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Sign Stand-Regular	Daily	100	\$ 0.80	\$ 80.00	\$ 240.00	\$ 0.60	\$ 60.00	\$ 180.00	0	\$ -	\$ -
2	Sign Stand - 4 Foot X 4 Foot	Daily	100	\$ 0.80	\$ 80.00	\$ 240.00	\$ 0.60	\$ 60.00	\$ 180.00	0	\$ -	\$ -
3	Sign, Less Than 48 Inch Reflective	Daily	100	\$ 0.80	\$ 80.00	\$ 240.00	\$ 0.70	\$ 70.00	\$ 210.00	0	\$ -	\$ -
4	Sign, 48 Inch Reflective	Daily	100	\$ 0.80	\$ 80.00	\$ 240.00	\$ 0.70	\$ 70.00	\$ 210.00	0	\$ -	\$ -
5	Portable Light Towers	Daily	25	\$ 230.00	\$ 5,750.00	\$ 17,250.00	\$ 50.00	\$ 1,250.00	\$ 3,750.00	0	\$ -	\$ -
6	Reflective Barrel Engineer Grade	Daily	1500	\$ 0.80	\$ 1,200.00	\$ 3,600.00	\$ 0.60	\$ 900.00	\$ 2,700.00	0	\$ -	\$ -
7	Reflective Barrel High Intensiv	Daily	2500	\$ 0.80	\$ 2,000.00	\$ 6,000.00	\$ 0.60	\$ 1,500.00	\$ 4,500.00	0	\$ -	\$ -
8	Truck Mounted Attenuators	Daily	25	\$ 255.00	\$ 6,375.00	\$ 19,125.00	\$ 375.00	\$ 9,375.00	\$ 28,125.00	0	\$ -	\$ -
9	28 Inch Cones-10 Pound	Daily	1500	\$ 0.80	\$ 1,200.00	\$ 3,600.00	\$ 0.45	\$ 675.00	\$ 2,025.00	0	\$ -	\$ -
10	Flags	Daily	1000	\$ 0.80	\$ 800.00	\$ 2,400.00	Left Blank	Left Blank	Left Blank	0	\$ -	\$ -
11	Type III Barricade	Daily	1500	\$ 1.45	\$ 2,175.00	\$ 6,525.00	\$ 1.95	\$ 2,925.00	\$ 8,775.00	0	\$ -	\$ -
12	Vertical Panel	Daily	20	\$ 0.80	\$ 16.00	\$ 48.00	\$ 0.60	\$ 12.00	\$ 36.00	0	\$ -	\$ -
13	Sandbags	Daily	500	\$ 0.80	\$ 400.00	\$ 1,200.00	\$ 0.25	\$ 125.00	\$ 375.00	0	\$ -	\$ -
14	Barricade Lights, 6 Volt (Only)	Daily	50	\$ 0.80	\$ 40.00	\$ 120.00	Left Blank	Left Blank	Left Blank	0	\$ -	\$ -
15	Safety Fencing (Orange Plastic Mesh 4' X 100' Roll)	Daily	50	\$ 0.80	\$ 40.00	\$ 120.00	\$ 0.65	\$ 32.50	\$ 97.50	0	\$ -	\$ -
16	Safety Water Barrier (Empty)	Daily	75	\$ 2.00	\$ 150.00	\$ 450.00	\$ 5.00	\$ 375.00	\$ 1,125.00	0	\$ -	\$ -

Approved by /s/
Date Approved 1/16/2024



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Barricade Services										BID NO: 2024-0075		
BID DATE: January 10, 2024										DEPARTMENT: Parks & Recreation		
				Contractor's Barricade Service, Inc. DBA Apache Barricade & Sign El Paso, TX BIDDER 1 OF 2			Leedsmann Construction Inc. DBA TCA El Paso, TX BIDDER 2 of 2					
17	Arrow Board	Daily	250	\$ 15.00	\$ 3,750.00	\$ 11,250.00	\$ 16.50	\$ 4,125.00	\$ 12,375.00	0	\$ -	\$ -
18	Message Board -Small	Daily	250	\$ 30.00	\$ 7,500.00	\$ 22,500.00	\$ 25.00	\$ 6,250.00	\$ 18,750.00	0	\$ -	\$ -
19	Message Board - Large	Daily	100	\$ 30.00	\$ 3,000.00	\$ 9,000.00	\$ 25.00	\$ 2,500.00	\$ 7,500.00	0	\$ -	\$ -
20	Safety Water Barrier Filled, Placed, Emptied and Removed	Daily	75	\$ 95.00	\$ 7,125.00	\$ 21,375.00	\$ 10.00	\$ 750.00	\$ 2,250.00	0	\$ -	\$ -
Subtotal Group A (Items 1-20)					\$ 41,841.00	\$ 125,523.00		\$ 31,054.50	\$ 93,163.50		\$ -	\$ -
Group B. The Following Equipment is State Right of Way-High Intensity Items												
Item No.	Description	Unit of Measure	Approximate Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	One Lane Closure - Regular Hours	Daily	50	\$ 175.00	\$ 8,750.00	\$ 26,250.00	165	\$ 8,250.00	\$ 24,750.00	0	\$ -	\$ -
2	One Lane Closure - Overnight	Daily	50	\$ 320.00	\$ 16,000.00	\$ 48,000.00	175	\$ 8,750.00	\$ 26,250.00	0	\$ -	\$ -
3	Two Lane Closure - Regular Hours	Daily	50	\$ 225.00	\$ 11,250.00	\$ 33,750.00	215	\$ 10,750.00	\$ 32,250.00	0	\$ -	\$ -
4	Two Lane Closure - Overnight	Daily	50	\$ 350.00	\$ 17,500.00	\$ 52,500.00	220	\$ 11,000.00	\$ 33,000.00	0	\$ -	\$ -
5	Three Lane Closure - Regular Hours	Daily	50	\$ 345.00	\$ 17,250.00	\$ 51,750.00	300	\$ 15,000.00	\$ 45,000.00	0	\$ -	\$ -
6	Three Lane Closure - Overnight	Daily	50	\$ 425.00	\$ 21,250.00	\$ 63,750.00	350	\$ 17,500.00	\$ 52,500.00	0	\$ -	\$ -
7	Full Closure - Regular Hours	Daily	50	\$ 395.00	\$ 19,750.00	\$ 59,250.00	550	\$ 27,500.00	\$ 82,500.00	0	\$ -	\$ -
8	Full Closure - Overnight	Daily	50	\$ 595.00	\$ 29,750.00	\$ 89,250.00	750	\$ 37,500.00	\$ 112,500.00	0	\$ -	\$ -
9	Ramp Closure - Regular Hours	Daily	25	\$ 195.00	\$ 4,875.00	\$ 14,625.00	100	\$ 2,500.00	\$ 7,500.00	0	\$ -	\$ -
10	Ramp Closure - Overnight	Daily	20	\$ 195.00	\$ 3,900.00	\$ 11,700.00	125	\$ 2,500.00	\$ 7,500.00	0	\$ -	\$ -

Approved by /s/
Date Approved 1/16/2024



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Barricade Services											BID NO: 2024-0075	
BID DATE: January 10, 2024											DEPARTMENT: Parks & Recreation	
				Contractor's Barricade Service, Inc. DBA Apache Barricade & Sign El Paso, TX BIDDER 1 OF 2			Leedsmann Construction Inc. DBA TCA El Paso, TX BIDDER 2 of 2					
11	Street Closure - Regular Hours	Daily	20	\$ 225.00	\$ 4,500.00	\$ 13,500.00	200	\$ 4,000.00	\$ 12,000.00	0	\$ -	\$ -
12	Street Closure - Over Night	Daily	20	\$ 250.00	\$ 5,000.00	\$ 15,000.00	225	\$ 4,500.00	\$ 13,500.00	0	\$ -	\$ -
13	Emergency Lane Closure	Daily	25	\$ 200.00	\$ 5,000.00	\$ 15,000.00	275	\$ 6,875.00	\$ 20,625.00	0	\$ -	\$ -
14	Emergency Street Closure	Daily	25	\$ 225.00	\$ 5,625.00	\$ 16,875.00	200	\$ 5,000.00	\$ 15,000.00	0	\$ -	\$ -
Subtotal Group B (Items 1-14)					\$ 170,400.00	\$ 511,200.00		\$ 161,625.00	\$ 484,875.00		\$ -	\$ -
Group C. The Following Equipment is for City Right of Way - High Intensity Items												
Item No.	Description	Unit of Measure	Approximate Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	One Lane Closure - Regular Hours	Daily	200	\$ 75.00	\$ 15,000.00	\$ 45,000.00	\$ 37.50	\$ 7,500.00	\$ 22,500.00	0	\$ -	\$ -
2	One Lane Closure - Overnight	Daily	100	\$ 105.00	\$ 10,500.00	\$ 31,500.00	\$ 40.00	\$ 4,000.00	\$ 12,000.00	0	\$ -	\$ -
3	Shoulder Work - Regular Hours	Daily	100	\$ 55.00	\$ 5,500.00	\$ 16,500.00	\$ 11.75	\$ 1,175.00	\$ 3,525.00	0	\$ -	\$ -
4	Shoulder Work - Overnight	Daily	100	\$ 95.00	\$ 9,500.00	\$ 28,500.00	\$ 15.00	\$ 1,500.00	\$ 4,500.00	0	\$ -	\$ -
5	Street Closure - Regular Hours	Daily	20	\$ 145.00	\$ 2,900.00	\$ 8,700.00	\$ 145.00	\$ 2,900.00	\$ 8,700.00	0	\$ -	\$ -
6	Street Closure - Overnight	Daily	20	\$ 185.00	\$ 3,700.00	\$ 11,100.00	\$ 145.00	\$ 2,900.00	\$ 8,700.00	0	\$ -	\$ -
7	Emergency Lane Closure	Daily	25	\$ 175.00	\$ 4,375.00	\$ 13,125.00	\$ 50.00	\$ 1,250.00	\$ 3,750.00	0	\$ -	\$ -
8	Emergency Street Closure	Daily	25	\$ 195.00	\$ 4,875.00	\$ 14,625.00	\$ 150.00	\$ 3,750.00	\$ 11,250.00	0	\$ -	\$ -
9	Set Up Charge - Small	Daily	150	\$ 75.00	\$ 11,250.00	\$ 33,750.00	\$ 40.00	\$ 6,000.00	\$ 18,000.00	0	\$ -	\$ -
10	Set Up Charge - Large	Daily	15	\$ 175.00	\$ 2,625.00	\$ 7,875.00	\$ 70.00	\$ 1,050.00	\$ 3,150.00	0	\$ -	\$ -

Approved by /s/
Date Approved 1/16/2024



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Barricade Services										BID NO: 2024-0075		
BID DATE: January 10, 2024										DEPARTMENT: Parks & Recreation		
				Contractor's Barricade Service, Inc. DBA Apache Barricade & Sign El Paso, TX BIDDER 1 OF 2			Leedsmann Construction Inc. DBA TCA El Paso, TX BIDDER 2 OF 2					
11	Small Channel Set Up	Daily	150	\$ 65.00	\$ 9,750.00	\$ 29,250.00	\$ 40.00	\$ 6,000.00	\$ 18,000.00	0	\$ -	\$ -
12	Large Channel Set Up	Daily	150	\$ 165.00	\$ 24,750.00	\$ 74,250.00	\$ 65.00	\$ 9,750.00	\$ 29,250.00	0	\$ -	\$ -
13	Weekend Delivery	Daily	150	\$ 150.00	\$ 22,500.00	\$ 67,500.00	\$ 50.00	\$ 7,500.00	\$ 22,500.00	0	\$ -	\$ -
14	Weekend Pick-Up	Daily	150	\$ 75.00	\$ 11,250.00	\$ 33,750.00	\$ 50.00	\$ 7,500.00	\$ 22,500.00	0	\$ -	\$ -
15	Delivery - After Hours	Daily	100	\$ 150.00	\$ 15,000.00	\$ 45,000.00	\$ 75.00	\$ 7,500.00	\$ 22,500.00	0	\$ -	\$ -
16	Pick-Up After Hours	Daily	100	\$ 75.00	\$ 7,500.00	\$ 22,500.00	\$ 75.00	\$ 7,500.00	\$ 22,500.00	0	\$ -	\$ -
17	Stand-By Charge Hour Increments	Daily	50	\$ 65.00	\$ 3,250.00	\$ 9,750.00	\$ 50.00	\$ 2,500.00	\$ 7,500.00	0	\$ -	\$ -
18	Flagger in One Hour Increments	Daily	50	\$ 65.00	\$ 3,250.00	\$ 9,750.00	\$ 50.00	\$ 2,500.00	\$ 7,500.00	0	\$ -	\$ -
Subtotal Group C (Items 1-18)					\$ 167,475.00	\$ 502,425.00		\$ 82,775.00	\$ 248,325.00		\$ -	\$ -
Group D. The Following Items are for Special Events												
Item No.	Description	Unit of Measure	Approximate Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	32" Safety Water Barrier - Filled, Placed, Emptied, Removed	Daily	500	\$ 95.00	\$ 47,500.00	\$ 142,500.00	\$ 10.00	\$ 5,000.00	\$ 15,000.00	\$ -	\$ -	\$ -
2	Truck Mounted Attenuator - Manned	Daily	50	\$ 475.00	\$ 23,750.00	\$ 71,250.00	\$ 500.00	\$ 25,000.00	\$ 75,000.00	\$ -	\$ -	\$ -
3	Mobilization/ Demobilization Charges Per Hour	Daily	150	\$ 95.00	\$ 14,250.00	\$ 42,750.00	\$ 200.00	\$ 30,000.00	\$ 90,000.00	\$ -	\$ -	\$ -
4	Stand-By Charge In Hour Increments Per Man	Daily	250	\$ 75.00	\$ 18,750.00	\$ 56,250.00	\$ 45.00	\$ 11,250.00	\$ 33,750.00	\$ -	\$ -	\$ -
Subtotal Group D (Items 1-4)					\$ 104,250.00	\$ 312,750.00		\$ 71,250.00	\$ 213,750.00		\$ -	\$ -



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Barricade Services										BID NO: 2024-0075		
BID DATE: January 10, 2024										DEPARTMENT: Parks & Recreation		
				Contractor's Barricade Service, Inc. DBA Apache Barricade & Sign El Paso, TX BIDDER 1 OF 2			Leedsmann Construction Inc. DBA TCA El Paso, TX BIDDER 2 of 2					
Group E. The Following Items are for Engineering Services												
Item No.	Description	Unit of Measure	Approximate Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Traffic Control Plan Design	Daily	50	\$ 45.00	\$ 2,250.00	\$ 6,750.00	\$ 55.00	\$ 2,750.00	\$ 8,250.00	\$ -	\$ -	\$ -
Subtotal Group E					\$ 2,250.00	\$ 6,750.00		\$ 2,750.00	\$ 8,250.00		\$ -	\$ -
Grand Total (Groups A-E)					\$ 486,216.00	\$ 1,458,648.00		\$ 349,454.50	\$ 1,048,363.50		\$ -	\$ -
<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. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:												
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				<input type="text" value="X"/>			<input type="text" value="X"/>					
NO OPTION OFFERED				<input type="text"/>			<input type="text"/>					
AMENDMENTS ACKNOWLEDGED:				YES			YES					
BIDS SOLICITED: 4 LOCAL BIDS SOLICITED: 3 BIDS RECEIVED: 2 LOCAL BIDS RECEIVED: 2 NO BID: 8												
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.												

Participation Summary - As of 01/16/2024

<u>Participant Name</u>	<u>Response Status</u>	<u>City</u>	<u>State</u>
1 Traffic control specialists (Leedsmann Construction Inc.)	Submitted	El Paso	TX
2 APACHE BARRICADE & SIGN (Contractor's Barricade Service, Inc)	Submitted	El Paso	TX
3 Unipak Corp.	No Bid	West Long Branch	NJ
4 CSA Constructors (Karlsruher, Inc.)	No Bid	El Paso	TX
5 Treco Services, Inc	No Bid	San Antonio	TX
6 WOFFORD TRUCK PARTS (TE EL PASO,LLC)	No Bid	EL PASO	TX
7 Paso-Tex Industries LLC	No Bid	El Paso	TX
8 To The Hilt Security (idrive-huffman LLC)	No Bid	el paso	TX
9 Filterbuy Incorporated	No Bid	Talladega	AL
10 Bound Tree Medical, LLC	No Bid	Chicago	IL
11 Amtek USA, Austin	Viewed	Houston	TX
12 Construction Reporter	Viewed	Albuquerque	NM
13 Del Mar Contracting, Inc.	Viewed	El Paso	TX
14 Green Tech Designs	Viewed	El Paso	TX
15 HZ Construction	Viewed	el paso	TX
16 J Carrizal General Constructio	Viewed	El Paso	TX
17 KS Construction LLC	Viewed	El Paso	TX
18 MANSCo (MANS Construction Company)	Viewed	Las Cruces	NM
19 MONEYLINEZ 915 LLC	Viewed	El Paso	TX
20 Octavias Group LLC (Paris O. Davidson)	Viewed	El Paso	TX
21 OPS Inc Security Services	Unsubmitted	Houston	TX
22 Phazzer LLC	Viewed	Davenport	FL
23 Selati Investments	Viewed	El Paso	TX
24 Texas Crime Prevention & Investigation	Viewed	Dallas	TX
25 The PlanIt Room	Viewed	El Paso	TX
26 TriCorps Security, Inc	Viewed	Oklahoma City	OK
27 Xcessories Squared Development & Mfg., Inc.	Viewed	Auburn	IL
	Viewed		27
	Local		15
	Non-local		12

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	Diana Gamboa
Business Name	Contractor's Barricade Service, Inc. dba Apache Barricade & Sign
Agenda Item Type	Solicitation 2024-0075 Barricade Services
Relevant Department	Parks and Recreation

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: _____

Diana Cramora

Date: _____

03/11/2024



Legislation Text

File #: 24-403, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

Zoo, Joseph Montisano, (915) 212-2800

AGENDA LANGUAGE:

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

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

Award Summary:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0411 Hardwood Chips for Rhinoceros Bark Boys, Inc., for a two (2) year term for an estimated amount of \$200,000.00. This contract will provide hardwood chips for the rhinoceros habitat.

Contract Variance:

N/A

Department:	Zoo
Vendor #1:	Bark Boys, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	2 years
Option Term:	NA
Total Contract Time:	2 years
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$200,000.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$200,000.00

Non-Competitive procurement is under Local Government General Exemption: Section 252.022, (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property. This procurement is for hardwood chips made from maple and alder to protect City property to include the

wellbeing of animals.

The Purchasing & Strategic Sourcing and Zoo Departments recommend award as indicated to Bark Boys, 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 26, 2024

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Joseph Montisano, Zoo Director (915) 212-2800

K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 4 – Enhance El Paso's Quality of Life through Recreational, Cultural, and Educational Environments

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs

SUBJECT:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0411 Hardwood Chips for Rhinoceros to Bark Boys, Inc., for a two (2) year term for an estimated amount of \$200,000.00. This contract will provide hardwood chips for the rhinoceros habitat.

BACKGROUND / DISCUSSION:

This is a noncompetitive procurement for hardwood chips made from maple and alder to protect City property to include the wellbeing of animals.

SELECTION SUMMARY:

Not applicable.

CONTRACT VARIANCE:

Not applicable.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

Not applicable.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$200,000.00

Funding Source: Zoo Operations

Account: 452 – 3400 – 52140 – 531100 – P5242

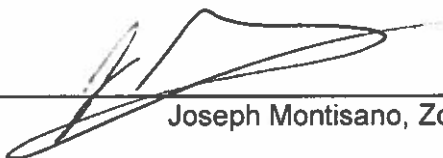
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Zoo

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Joseph Montisano, Zoo Director

Project Form
Non-Competitive

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

Please place the following item on the Regular Agenda for the City Council Meeting of March 26, 2024.

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

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

Award Summary:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0411 Hardwood Chips for Rhinoceros Bark Boys, Inc., for a two (2) year term for an estimated amount of \$200,000.00. This contract will provide hardwood chips for the rhinoceros habitat.

Contract Variance:

N/A

Department:	Zoo
Vendor #1:	Bark Boys, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	2 years
Option Term:	NA
Total Contract Time:	2 years
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$200,000.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$200,000.00

Non-Competitive procurement is under Local Government General Exemption: Section 252.022, (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property. This procurement is for hardwood chips made from maple and alder to protect City property to include the wellbeing of animals.

The Purchasing & Strategic Sourcing Department and Zoo Department recommend award as indicated to Bark Boys, 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.

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



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OR



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

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

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

Signature: _____ Date: 03/11/24

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

Introduction:

Individuals or entities ~~(SFSZ)M)BY~~ a City Council Agenda item must disclose contributions or donations ~~qDBS~~ 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	Bill Riecke
Business Name	Bark Boys, Inc.
Agenda Item Type	N/A
Relevant Department	N/A



Legislation Text

File #: 24-386, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

Purchasing & Strategic Sourcing, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

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

Award Summary:

Discussion and action on the award of Solicitation 2024-0024 Security Services for City Parks to Night Eyes Protective Services, Inc. for an initial term of three (3) year(s) for an estimated amount of \$337,896.00. The award also includes a two (2) year option for an estimated amount of \$225,264.00. The total contract time is for five (5) years for a total estimated amount of \$563,160.00. This contract will allow the Streets and Maintenance - Parks Land Management Division to provide security services for six park locations identified as having a high rate of vandalism, in order to curb unnecessary damages to playground equipment, restrooms, and skate boarding designated areas to ensure the safety of the citizens while enjoying the parks.

Contract Variance:

N/A

Department:	Streets and Maintenance
Award to:	Night Eyes Protective Services, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$112,632.00
Initial Term Estimated Award:	\$337,896.00
Option Term Estimated Award:	\$225,264.00
Total Estimated Award	\$563,160.00
Account(s)	451 - 1000 - 51295 - 522120 - P5120

Funding Source(s):	General Fund
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 Night Eyes Protective Services, Inc. the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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

AGENDA DATE: March 26, 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 2024-0024 Security Services for City Parks to Night Eyes Protective Services, Inc. for an initial term of three (3) years for an estimated amount of \$337,896.00. The award also includes a two (2) year option for an estimated amount of \$225,264.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is for an estimated amount of \$563,160.00.

BACKGROUND / DISCUSSION:

The Streets and Maintenance Department - Parks Land Management Division has identified six park locations throughout the City that as a result of a high rate of vandalism, require security services. This is necessary in an attempt to curb unnecessary damages to playground equipment, restrooms and skate boarding designated areas to ensure the safety of the citizens while enjoying the parks.

SELECTION SUMMARY:

Solicitation was advertised on November 21, 2023 and November 28, 2023. The solicitation was posted on City website on November 21, 2023. There were a total of twenty-six (26) viewers online; four (4) bids were received, three coming 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: \$337,896.00

Funding Source: General Fund

Account: 451-1000 - 51295 - 522120 - P5120

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Streets & Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:


Richard J. Bristol, Streets & Maintenance Director

3-4-24

Project Form
Best Value Bid

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

Please place the following item on the Regular Agenda for the City Council Meeting of March 26, 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 2024-0024 Security Services for City Parks to Night Eyes Protective Services, Inc. for an initial term of three (3) year(s) for an estimated amount of \$337,896.00. The award also includes a two (2) year option for an estimated amount of \$225,264.00. The total contract time is for five (5) years for a total estimated amount of \$563,160.00. This contract will allow the Streets and Maintenance – Parks Land Management Division to provide security services for six park locations identified as having a high rate of vandalism, in order to curb unnecessary damages to playground equipment, restrooms, and skate boarding designated areas to ensure the safety of the citizens while enjoying the parks.

Contract Variance:

N/A

Department:	Streets and Maintenance
Award to:	Night Eyes Protective Services, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$112,632.00
Initial Term Estimated Award:	\$337,896.00
Option Term Estimated Award:	\$225,264.00
Total Estimated Award	\$563,160.00
Account(s)	451 – 1000 – 51295 – 522120 – P5120
Funding Source(s):	General Fund
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 Night Eyes Protective Services, Inc. the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

Committee Scoresheet					
CITY OF EL PASO BEST VALUE SCORESHEET					
PROJECT: 2024-0024 Security Services for City Parks					
Evaluation of Submittal					
	MAX POINTS	Night Eyes Protective Services, Inc.	Carl W. Govan dba Texas Crime Prevention & Investigation	Joseph Jackson dba The Kingdom Security Firm, LLC	Trans America Protection Corporation
Factor A - Price	30	30.00	Bid deemed Non-Responsive	Bid deemed Non-Responsive	Bid deemed Non-Responsive
Proposed Cost					
Factor B - Experience - Comparable Contracts	15	14.00			
Factor C - References	15	15.00			
Factor D – Employee Medical Benefit and Incentives	5	1.00			
Factor E - Bidder's Action Plan	35	31.33			
TOTAL SCORE	100	91.33			
		1			



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Security Services for City Parks													BID NO: 2024-0024		
BID DATE: December 20, 2023													DEPARTMENT: Streets and Maintenance Department		
				NightEyes Protective Services, Inc. El Paso, TX Bidder 1 of 4			Carl W. Govan dba Texas Crime Prevention & Investigation (2024-0024 Bid Form not used) Bidder 2 of 4			Joseph Jackson dba The Kingdom Security Firm, LLC El Paso, TX Bidder 3 of 4			Trans America Protection Corporation El Paso, TX Bidder 4 of 4		
Item No.	Description	Unit of Measure	Approximate / Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Armed Security Guard Services for Six Parks	Hourly	5,928	\$19.00	\$ 112,632.00	\$ 337,896.00	\$0.00	\$ -	\$ -	\$23.00	\$ 136,344.00	\$ 409,032.00	\$16.00	\$ 94,848.00	\$ 284,544.00
Total					\$ 112,632.00	\$ 337,896.00		\$ -	\$ -		\$ 136,344.00	\$ 409,032.00		\$ 94,848.00	\$ 284,544.00
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>															
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				<div>X</div>			<div></div>			<div>X</div>			<div>X</div>		
NO OPTION OFFERED				<div></div>			<div></div>			<div></div>			<div></div>		
AMENDMENTS ACKNOWLEDGED:				YES			N/A			YES			YES		
BIDS SOLICITED: 299 LOCAL BIDS SOLICITED: 103 BIDS RECEIVED: 4 LOCAL BIDS RECEIVED: 3 NO BID: 6															
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.															

Online Views for 2024-0024 Security Services for City Parks

No.	Participant Name	City	State
1	NIGHT EYES PROTECTIVE SERVICES, INC	El Paso	TX
2	The Kingdom Security Firm LLC	El Paso	TX
3	TRANS AMERICA PROTECTION CORP	El Paso	TX
4	Texas Crime Prevention & Investigation	Dallas	TX
5	Black Fire & Security Services, LLC	El Paso	TX
6	Paso-Tex Industries LLC	El Paso	TX
7	To The Hilt Security (idrive-huffman LLC)	El Paso	TX
8	Unipak Corp.	West Long Branch	NJ
9	Ritz Safety	Dayton	OH
10	Bound Tree Medical, LLC	Chicago	IL
11	Blackstone Security Services, Inc. of Texas	El Paso	TX
12	Code 10 Gear	El Paso	TX
13	Construction Reporter	Albuquerque	NM
14	Covenant Special Projects, LLC	El Paso	TX
15	Dantex General Contractors	El Paso	TX
16	DELTACON SECURITY (DELTACON GLOBAL INC)	Sugarland	TX
17	Fidelis Protective Services (Fidelis Protective Services LLC)	El Paso	TX
18	General Security & Response Services, LLC	Las vegas	NV
19	Genesis Security L.L.C	El Paso	TX
20	Good Guard Texas, Inc. (Good Guard Security, Inc.)	El Paso	TX
21	Immortal Technology Services	El Paso	TX
22	North America Procurement Council Inc., PBC	Grand Junction	CO
23	Servexo Protective Services (Servexo)	Gardena	CA
24	Signal 88 Security of El Paso (Woody Family Enterprises, LLC)	El Paso	TX
25	Vets Securing America, Inc (Vets Securing America)	San Antonio	TX
26	White Collar Security Solutions INC	Justin	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 _____

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: _____

Frank J. Alvarado

Date: _____

March 1, 2024



Legislation Text

File #: 24-264, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, Saul J. G. Pina, (915) 212-1612

AGENDA LANGUAGE:

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

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

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

Subject Property: 1150 Vista De Oro Drive

Applicant: Rogers Properties, LLC., PZRZ23-00032

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: March 26, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Saul J. G. Pina, (915) 212-1612

DISTRICT(S) AFFECTED: District 7

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

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

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

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

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from P-I (Planned Industrial) to C-3 (Commercial) to allow for a public school. City Plan Commission recommended 5-2 to approve the proposed rezoning with two (2) conditions on January 25, 2024. As of February 13, 2024, the Planning Division received one (1) phone call and one (1) email in support to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Kevin Smith for Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF LOT 32, BLOCK 14-C, VISTA DEL SOL UNIT 10, REPLAT B, 1150 VISTA DE ORO DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM P-I (PLANNED INDUSTRIAL) TO C-3 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of **Lot 32, Block 14-C, Vista Del Sol Unit 10, Replat B, 1150 Vista De Oro Drive**, located in the City of El Paso, El Paso County, Texas, be changed from **P-I (Planned Industrial)** to **C-3 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased density of use generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or any certificates of completion.
2. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of any certificates of occupancy or certificates of completion. At the time of the detailed site development plan review, the traffic engineer shall review and determine if a Traffic Impact Analysis (TIA) will be required. If required, the TIA shall be approved prior to the issuance of any certificates of occupancy or certificates of completion.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor


Laura D. Prine
City Clerk

(Additional signatures on following page)

ORDINANCE NO. _____


PZRZ23-00032

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

PZRZ23-00032

1150 Vista De Oro

City Plan Commission — January 25, 2024

REZONING



CASE NUMBER: PZRZ23-00032 **REVISED**
CASE MANAGER: Saul J. G. Pina, (915) 212-1612, PinaSJ@elpasotexas.gov
PROPERTY OWNER: Rogers Properties, LLC
REPRESENTATIVE: Conde, Inc.
LOCATION: 1150 Vista De Oro Dr. (District 7)
PROPERTY AREA: 1.83 acres
REQUEST: Rezone from P-I (Planned Industrial) to C-3 (Commercial)
RELATED APPLICATIONS: None
PUBLIC INPUT: One (1) phone call and one (1) email in support as of January 25, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from P-I (Planned Industrial) to C-3 (Commercial) to allow for the use of public school.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL with CONDITIONS** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-7, Industrial and/or Railyards future land use designation. The conditions being the following:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.
2. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the detailed site development plan review, the traffic engineer shall review and determine if a Traffic Impact Analysis (TIA) will be required. If required, the TIA shall be approved prior to the issuance of any certificates of occupancy or certificates of completion.

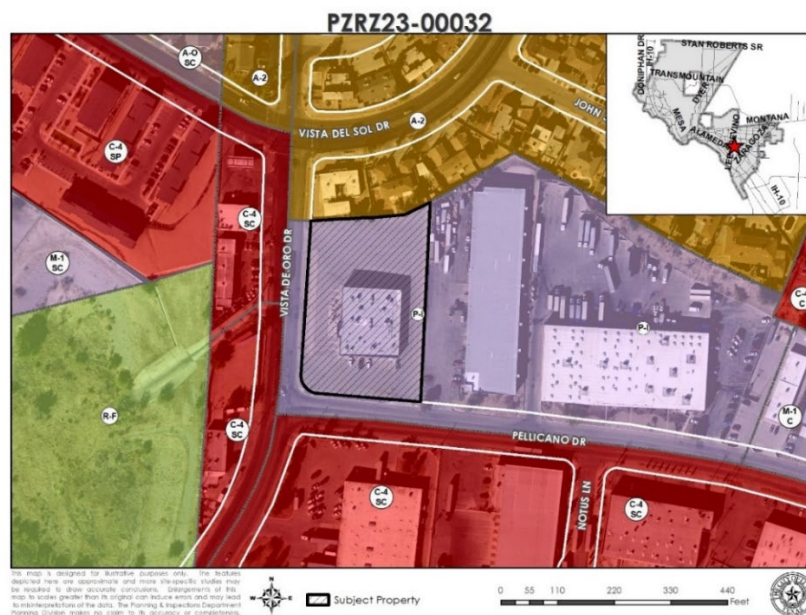


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from P-I (Planned Industrial) to C-3 (Commercial) to allow for the proposed use of school. The property is approximately 1.83 acres in size. The conceptual site plan shows a one (1) story building with an area of approximately 15,000 square feet. 105 parking spaces are to be proposed. The subject property will be accessible through Vista De Oro Drive and Pellicano Drive. The conceptual plan is not being reviewed for zoning requirements under Title 20 of El Paso City Code. Drainage, landscaping, and other requirements will be reviewed during the building permit stage.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with similar commercial uses within the area. Properties to the north include duplexes (two-family dwellings) zoned A-2 (Apartment); properties to the south include general warehouses zoned C-4 (Commercial); properties to the east include general warehouses, zoned P-I (Planned Industrial); and properties to the west include a motor vehicle repair, zoned C-4/sc (Commercial/special contract). The nearest school, El Paso Academy – East (9-12) Charter School, is 0.8 miles and the nearest park, Reese McCord Park, is 1.2 mile in proximity to the site.

REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-7, Industrial: This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</p>	<p>Yes. The proposed development is compatible with the future land use designation, due to the previous land use becoming obsolete. The proposed zoning district will integrate with the surrounding commercial and residential zoning districts and contribute to a mix of uses on the area.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-3 (Commercial) District: The purpose of this district is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. The proposed zoning is compatible with commercial uses as it will provide support services to the neighboring residential zoning districts.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. Access to the subject property is provided from Vista De Oro Drive and Pellicano Drive. Both of these roadways are classified as a minor arterial under the City of El Paso's Major Thoroughfare Plan (MTP). The classification of these roads is appropriate for the proposed development as these two (2) roadways connect to neighboring residential and commercial uses together with Interstate 10.</p>

REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.	None. The property is not located within any historic districts nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	None. The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	Yes. The area is stable, with most of the zoning districts being C-4 (Commercial). Commercial and industrial establishments are predominant in the area, with apartment zoning located to the north.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development is accessible through Vista De Oro Drive and Pellicano Drive. Both roadways are classified as minor arterials on the City of El Paso's Major Thoroughfare Plan (MTP) and are adequate for the connectivity to other low intensity commercial establishments. Improvements will be required to accommodate the proposed use to an existing development. The closest bus stop, located on Vista Del Sol Drive, is 0.06 miles in proximity to the proposed development.

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

PUBLIC COMMENT: The subject property does not lie within any neighborhood associations. Notices were sent to property owners within 300 feet of the subject property on January 12, 2024. As of January 25, 2024, the Planning Division received one (1) phone call and one (1) email in support of the rezoning request.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

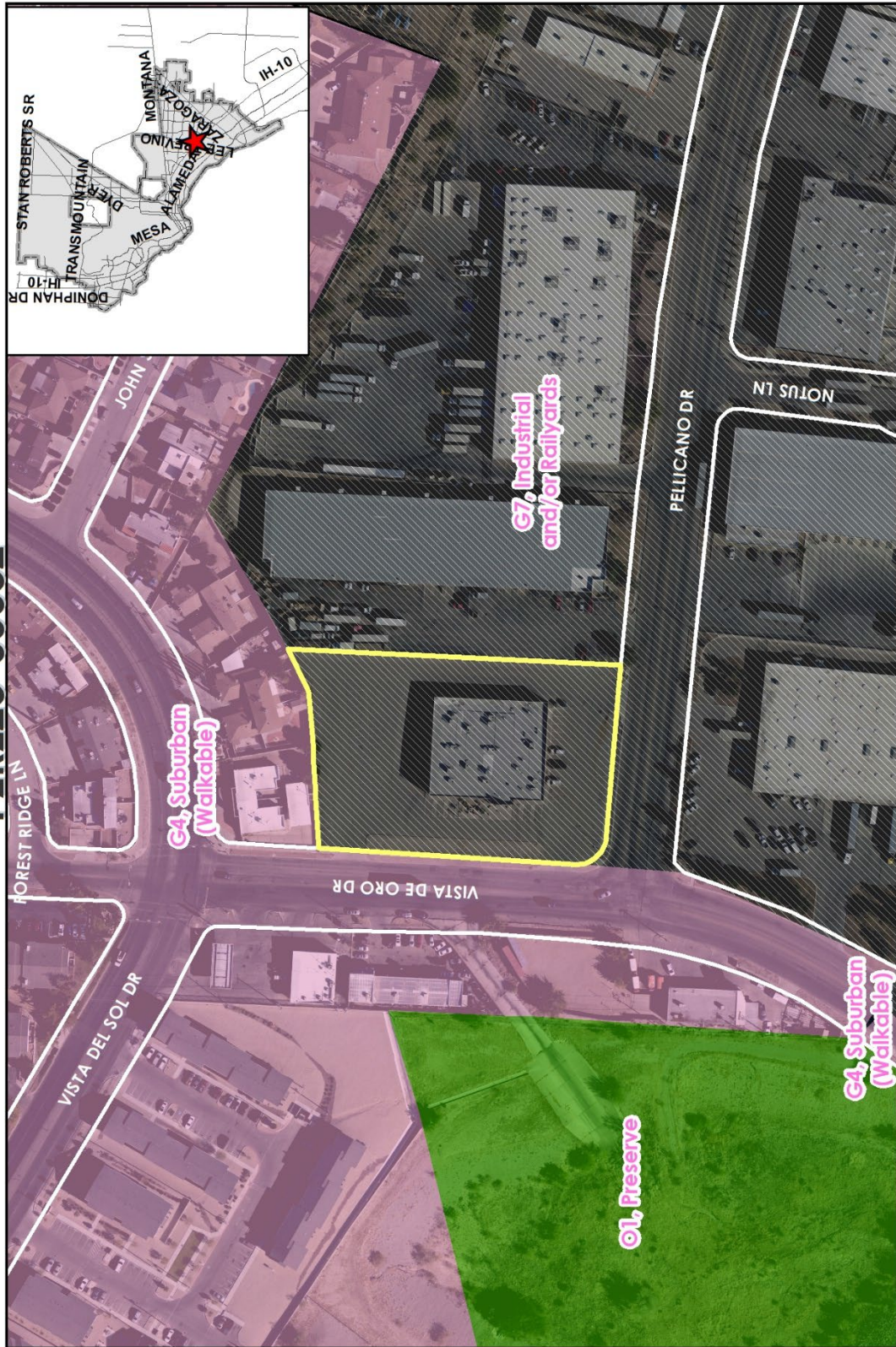
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval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

ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Public Input

ATTACHMENT 1

PZR23-00032



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

N
E
W
S

Subject Property

0 55 110 220 330 440 Feet

ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **approval with conditions** of the rezoning request subject to the following:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.
2. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the detailed site development plan review, the traffic engineer shall review and determine if a Traffic Impact Analysis (TIA) will be required. If required, the TIA shall be approved prior to the issuance of any certificates of occupancy or certificates of completion.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval:

1. The generalized site plan is not being reviewed for conformance due to conceptual nature.
2. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

No objections to the proposed rezoning.

Fire Department

No adverse comments.

Police Department

No comments provided.

Environment Services

No comments provided.

Streets and Maintenance Department

Traffic Impact Analysis (TIA) is required.

Note: Comment addressed by the proposed condition.

Sun Metro

No comments provided.

El Paso Water

EPWater does not object to this request.

Water:

There is an existing 12-inch diameter water main extending along Vista De Oro Dr. The water main is located approximately 20-ft west of the eastern right-of-way. This main is available for service.

There is an existing 12-inch diameter water main extending along Pellicano Dr. The water main is located approximately 21-ft south of the northern right-of-way. This main is available for service.

Previous water pressure readings from fire hydrant # 3627 located 619-feet east of the intersection of Vista De Oro Dr. and Pellicano Dr., have yielded a static pressure of 104 pounds per square inch, a residual pressure of 90 pounds

per square inch, and a discharge flow of 1443 gallons per minute. The lot owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate a 2-inch water meter serving the subject property. The service address for this meter is 1150 Vista Del Oro Dr.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Vista Del Sol Dr. The sanitary sewer main is located approximately 40-ft west of the eastern right-of-way. This main is available for main service.

There is an existing 8-inch diameter sanitary sewer main extending along Pellicano Dr. The water main is located approximately 40-ft north of the southern right-of-way. This main is available for service.

General:

EPWater requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

EPWater-SW has no objections to this proposal. However, we recommend using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

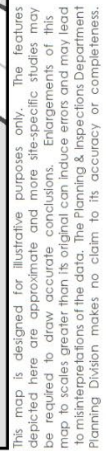
Texas Department of Transportation

No comments provided.

El Paso County Water Improvement District No. 1

No comments provided.

PZRZ23-00032



ATTACHMENT 5

From: [Jim McKinley](#)
To: [Pina, Saul J.](#)
Subject: Case: PZRZ23-00036 - 1150 Vista De Oro Drive
Date: Thursday, January 25, 2024 11:45:31 AM

You don't often get email from jim.mckinley@uncommonlogic.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

To whom it may concern,

This email concerns Case: PZRZ23-00036 - 1150 Vista De Oro Drive. My name is Jim McKinley, and I am the managing member of Pellicano Holdings, LLC. We own the property next door to the subject property. Our building address is: 10823 Pellicano Dr., El Paso, TX 79935.

The ownership of Pellicano Holdings, LLC is in favor of education and opening new schools. However, we are concerned given that our property and the property next to us are active warehouses with large trucks regularly coming, dropping things off, and picking stuff up. Will there be an issue with large trucks driving near a school?

If the school were to be approved, would that limit the use of our property in the future or bring new restrictions and/or rules on the existing warehouse? The warehouse has been on this site since 1982.

If having the zoning changed next door would bring about either safety issues with students or restrictions on the warehouse operations on our site, we would be against rezoning the 1150 Vista De Oro Drive property. However, if there are no safety concerns or additional restrictions/regulations on our property, then we are for the rezoning.

Thank you,

Jim McKinley
Manager, Pellicano Holdings, LLC
512-695-1752



Legislation Text

File #: 24-266, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

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

Planning and Inspections, Saul J. G. Pina, (915) 212-1612

AGENDA LANGUAGE:

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

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

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

Subject Property: 4707 Atlas Avenue

Applicant: Helmut Group Inc., PZRZ23-00036

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: March 26, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Saul J. G. Pina, (915) 212-1612

DISTRICT(S) AFFECTED: District 2

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

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

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

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the use of apartments. City Plan Commission recommended 7-0 to approve the proposed rezoning with a condition on January 25, 2024. As of February 13, 2024, the Planning Division received one (1) email in opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Kevin Smith for Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 92, MAP OF SUNRISE ACRES NO. 2, 4707 ATLAS AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO A-2 (APARTMENT), AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *a portion of Tract 92, Map of Sunrise Acres No. 2, 4707 Atlas Avenue, located in the City of El Paso, El Paso County, Texas*, and as more particularly described by metes and bounds on the attached Exhibit “A”, incorporated by reference, be changed from **R-4 (Residential)** to **A-2 (Apartment)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

(Signatures on following page)

ORDINANCE NO. _____

HQ24-2117/Tran#510699/P&I

Rezoning 4707 Atlas

RTA

Page 1 of 2

Zoning Case No: PZRZ23-00036

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

ATTEST:

Oscar Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for

Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

BEING A PORTION OF TRACT 92,
MAP OF SUNRISE ACRES NO. 2, (RECORDED IN VOLUME 2, PAGE 7),
CITY OF EL PASO, EL PASO COUNTY, TEXAS
SEPTEMBER 01, 2023

**METES AND BOUNDS
4707 ATLAS**

Description of a parcel of land being a portion of Tract 92, Map Of Sunrise Acres No. 2, Recorded in Volume 2, Page 7, City Of El Paso, El Paso County Texas, and being more particularly described by metes and bounds as follows:

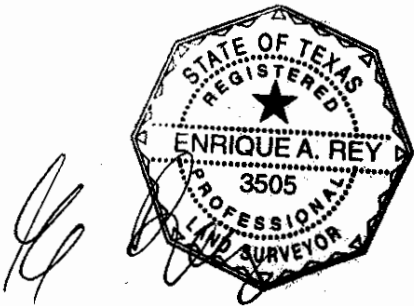
THE POINT OF BEGINNING beingt the southwest corner of said Tract 92, said point lying on the northerly right-of-way line of Atlas Avenue;

THENCE, leaving said right-of-way line of Atlas Avenue, North 01° 11' 00" West, a distance of 288.71 feet to a point being the northwest corner of Tract 92;

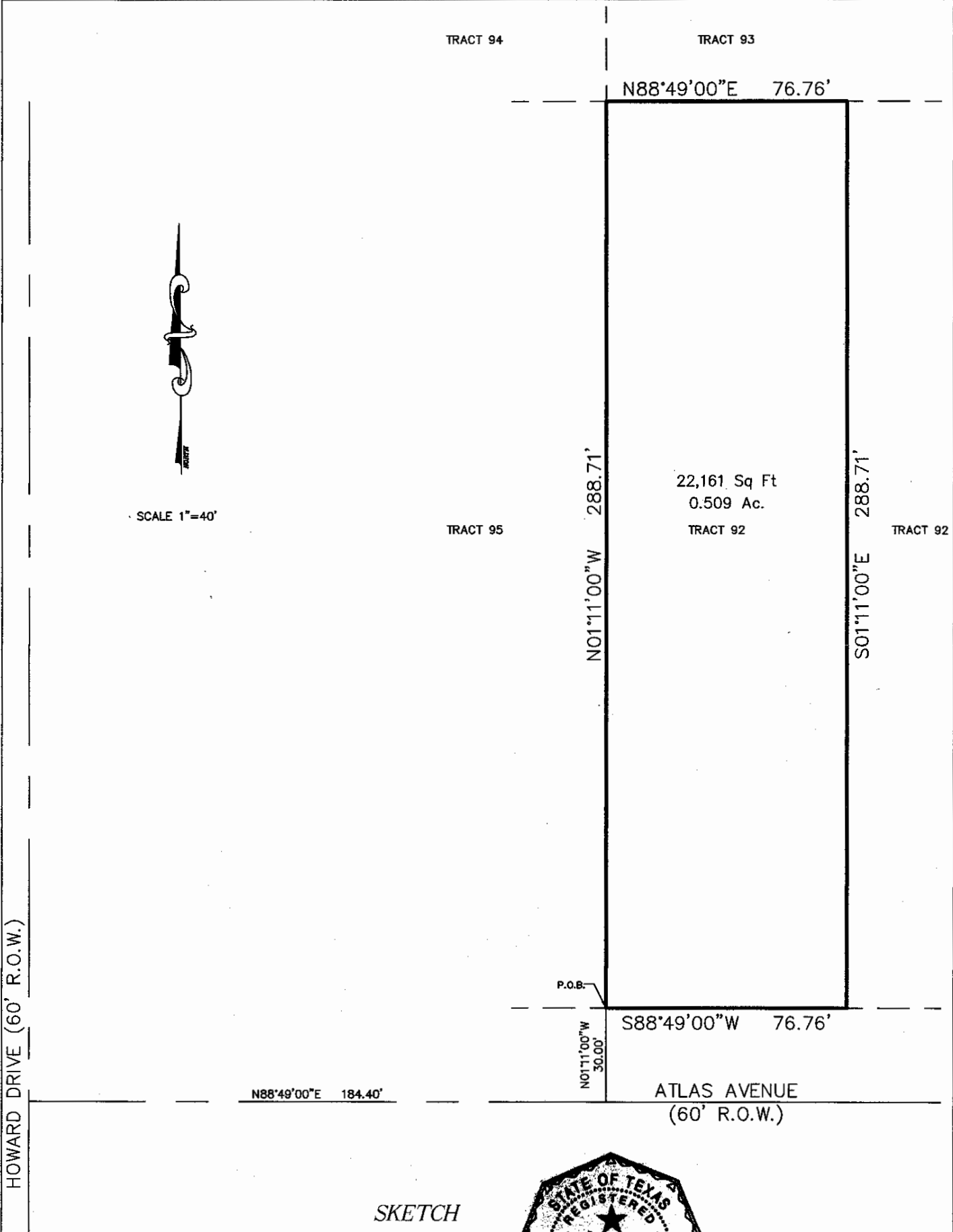
THENCE, North 88° 49' 00" East, a distance of 76.76 feet to a point;

THENCE, South 01° 11' 00" East, a distance of 288.71 feet to a point at its intersection with the northerly right-of-way line of Atlas Avenue;

THENCE, along said right-of-way line of Atlas Avenue South 88° 49' 00" West, a distance of 76.76 feet to the **POINT OF BEGINNING** of the herein described parcel of land and containing 22,161 square feet or 0.509 acres of land more or less.



ENRIQUE A. REY
R.P.L.S. TX 3505
REY ENGINEERING INC.
9434 VISCOUNT STE. 148
EL PASO TEXAS, 79925
(915) 633-8070



SKETCH



PLAT OF SURVEY BEING
A PORTION OF TRACT 92
MAP OF SUNRRISE ACRES NO. 2
CITY OF EL PASO, EL PASO COUNTY, TEXAS
RECORDED IN VOLUME 2, PAGE 7
EL PASO COUNTY RECORDS
(AS DESCRIBED BY METES AND BOUNDS ATTACHED
HERETO MADE PART HEREOF)

D.M.	AUGUST 31, 2023
JOB NO. 2023-	

REY ENGINEERING INC.
CONSULTING ENGINEERING-SURVEYING-LAND PLANNING
9434 VISCOUNT DR. SUITE 148 EL PASO TEXAS, 79925
PH. (915)309-1889 FAX (915) 633-8060
TEXAS FIRM REGISTRATION F-3368

4707 Atlas

City Plan Commission — January 25, 2024

REZONING



CASE NUMBER: PZRZ23-00036 **REVISED**
CASE MANAGER: Saul J. G. Pina, (915) 212-1612, PinaSJ@elpasotexas.gov
PROPERTY OWNER: Helmut Group Inc.
REPRESENTATIVE: Ray Mancera
LOCATION: 4707 Atlas Ave. (District 2)
PROPERTY AREA: 0.5 acres
REQUEST: Rezone from R-4 (Residential) to A-2 (Apartment)
RELATED APPLICATIONS: None
PUBLIC INPUT: One (1) email in opposition as of January 18, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the use of apartments.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL with a CONDITION** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-3, Post-War future land use designation. The condition is the following:

That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

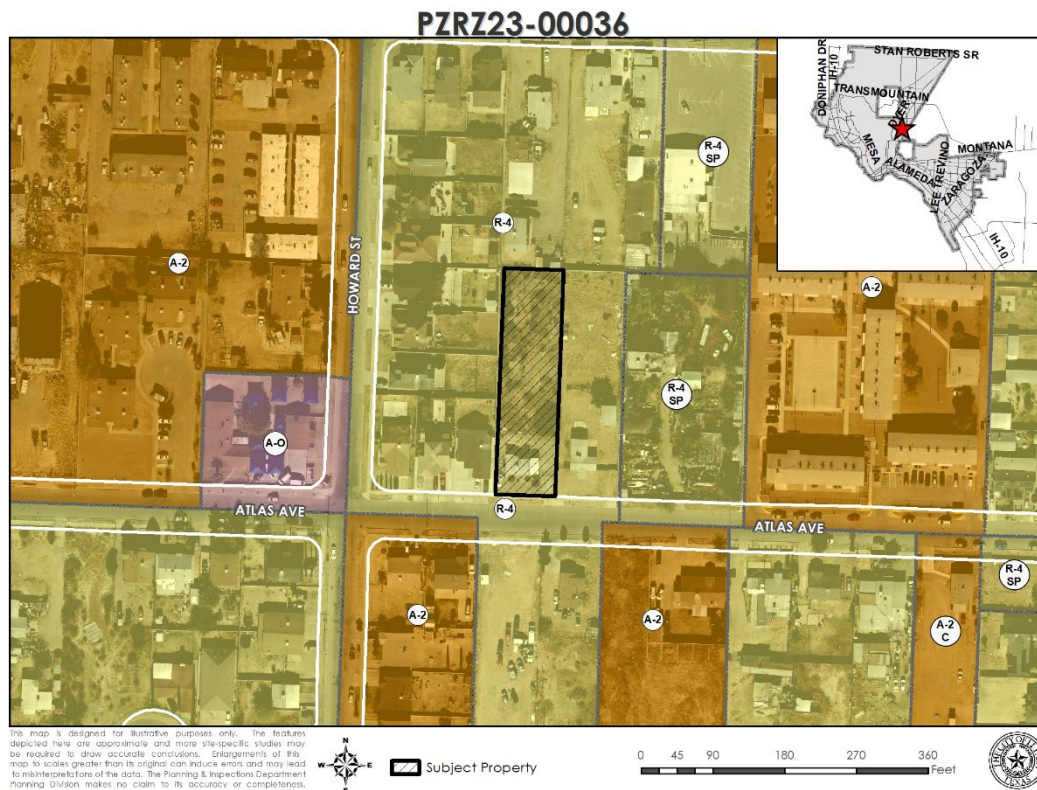


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for apartments. The property is approximately 0.5 acres in size. The conceptual site plan shows a two (2) story apartment building with fourteen (14) proposed units and thirty (30) proposed parking spaces. Per A-2 (Apartment) zone district, a 50% open space is required. Main access to the property is proposed from Atlas Avenue. The conceptual plan is not being reviewed for zoning requirements under Title 20 of El Paso City Code. Drainage, landscaping, and other requirements will be reviewed during the building permit stage.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with the various types of residential housing within the area. Properties to the north, east, and west include single-family dwellings zoned R-4 (Residential) and properties to the south include a vacant property zoned R-4 (Residential). The nearest school, Sunrise Mountain Elementary School, is 0.6 miles and the nearest park, Wainwright Park, is 1.0 mile in proximity to the site.

REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed development is compatible with the future land use designation as it will provide mixed housing types already emergent in the area.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>A-2 (Apartment) District: The purpose of these districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes. The proposed zoning is compatible with residential housing types and other apartments in the immediate vicinity. The proposed apartments will not only integrate with surrounding residential dwellings but will preserve the character of the neighborhood.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property has access to Atlas Avenue, which is designated as a local road in the City's Major Thoroughfare Plan. The classification of this road is appropriate for the proposed development as it connects to other residential neighborhoods and commercial establishments on the area's periphery.</p>

REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.	None. The property is not located within any historic districts nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	None. The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	Yes. The area is in transition to mixed residential zoning. In the last 10 years, nearby areas have changed zoning from R-4 (Residential) to A-2 (Apartment), R-MU (Residential Mixed Use) to R-4 (Residential), and R-4 (Residential) to R-MU (Residential Mixed Use) to permit various types of residential uses in the area.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Primary access is proposed from Atlas Avenue, a road classified as local on the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate for the proposed development and the various types of mixed housing on the area. There are existing sidewalks along Atlas Avenue that provide pedestrian access to the site. The closest bus stop, located on Dyer Street, is 0.50 miles in proximity to the proposed development.

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

PUBLIC COMMENT: The subject property lies within the Mountain View Neighborhood Association and Logan Sunrise Neighborhood Association. The applicant contacted all neighborhood associations prior to January 25, 2024. Notices were sent to property owners within 300 feet of the subject property on January 12, 2024. As of January 18, 2024, the Planning Division received one (1) email in opposition to the rezoning request.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)

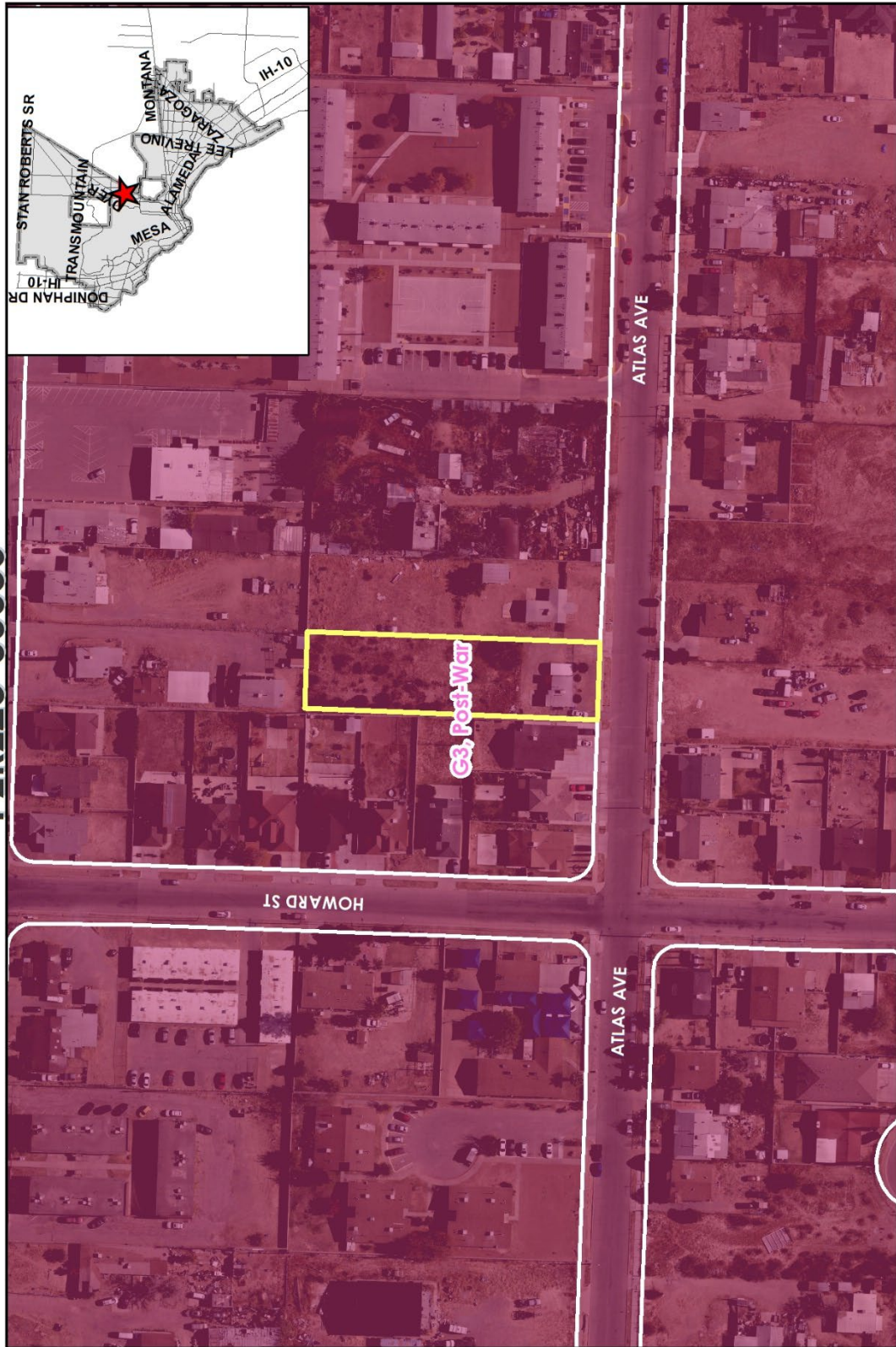
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Public Input

ATTACHMENT 1

PZRZ23-00036



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



Subject Property



[illegible]

ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL with a CONDITION** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-3, Post-War future land use designation. The condition is the following:

That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval with condition:

1. Remove Landscaping Summary table. The generalized site plan is not being reviewed for conformance due to conceptual nature.
2. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Note: Conceptual plan will not be reviewed for compliance

Planning and Inspections Department – Land Development

Recommend approval:

1. All storm-water runoff discharge volumes including fill displacement shall be retained within this subdivision's limits in compliance with the provision of (DSC PANEL 1-4C-J, 19.19.010A and DDM 11.1).
2. The property is in flood zone area "A3". An Elevation Certificate is required at the time of grading permit.

Fire Department

Recommend approval, no adverse comments.

Police Department

No comments provided.

Environment Services

No comments provided.

Streets and Maintenance Department

1. Plans need to specify city list of acceptance of plant or tree materials
2. Show location of bike racks
3. Sidewalks and driveway to be City Standards
4. TIA not required.

Sun Metro

No comments provided.

El Paso Water

EPWater does not object to this request.

Water:

There is an existing 6-inch diameter water main extending along Atlas Avenue. This water main is available for service.

Previous water pressure from fire hydrant #0204 located at northeast corner of Atlas Avenue and MT Latona Drive, has yielded a static pressure of 100 psi, a residual pressure of 90 psi, and a discharge of 1,300 gallons per minute. The owner should, for his own protection and at his own expense shall install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the water pressure regulator device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Atlas Avenue. This main is available for service.

General:

EPWater requires a new service application to provide services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Texas Department of Transportation

No comments provided.

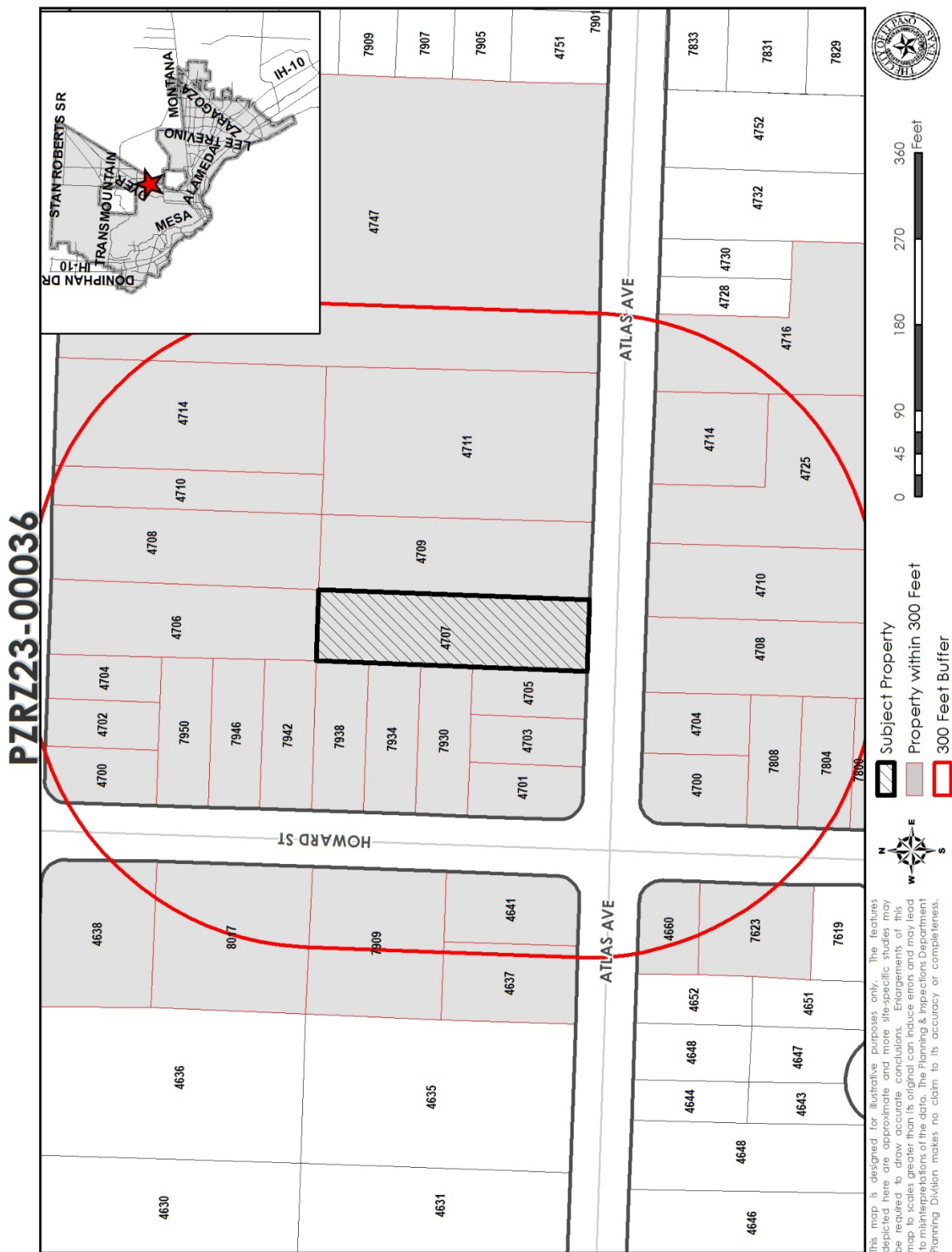
El Paso County Water Improvement District No. 1

No comments provided.

Texas Gas Service

In reference to the proposed development, 4707 Atlas Ave, Texas Gas Service does not have any objections.

ATTACHMENT 4



ATTACHMENT 5

From: [James Berryman](#)
To: [Pina, Saul J.](#)
Subject: Case# PZRZ23-00036 Re-zoning request for 4707 Atlas Ave
Date: Wednesday, January 17, 2024 3:30:47 PM

You don't often get email from dortha2002@hotmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

Dear Mr. Pina,

My name is James Henry Berryman, and I am the owner of the house at 7930 Howard Street. As per our phone conversation earlier today, I am advising you that my vote for this re-zoning request will be a "NO", based on the information provided.

One of my main considerations when purchasing this home was the fact that there were no close neighbors in the back of the house. If the re-zoning is approved and a structure with more than 10 apartments is built on the half acre of land behind my home and several others, we will no longer have the privacy, safety and security that we currently enjoy, not having neighbors on top of us on the back side of our homes, which cannot be seen from the street. I am a senior citizen that lives alone and I am very concerned for my safety and my home's security. If this changes and we now have a bunch of new families, living practically touching out backyards, the entire dynamic will change for privacy and security issues and we probably will not be able to enjoy the private use of our backyards, one of the great assets of these properties.

I am a senior citizen and live alone and I'm concerned for my safety, should this proposal be approved. Also, since I spent my last penny on purchasing this home, I am concerned that the value of my home could be negatively affected, by such a project. Another concern of mine is that I travel a lot, so my house is empty for weeks at a time. Up until now, no house in this area has been broken into, as far as I know, so this has not been an issue, but could easily become one if we have to deal with a whole bunch of new apartments/families being built in the back of our homes, not to mention the noise factor, which is certain to become an issue should this project be allowed to go forward. We currently enjoy lots of quiet and tranquility in our homes and would prefer that this not change.

I know there are several renters in this area, who will not have the same concerns and may not inform the true owners, so I am hoping that all the true property owners are informed of this proposal before any final decisions are made either by you or the council at a later date.

If, on the other hand, the plan is to build high-end apartments that usually attract less potentially problematic buyers or renters, I would be more open to supporting this proposal.

I thank you for your time and wish you all the best.

Very sincerely,

James Berryman

Sent from [Outlook for Android](#)



Legislation Text

File #: 24-269, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

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

AGENDA LANGUAGE:

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

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

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

Subject Property: 1165 Ranger Street

Applicant: Elton John Valentin Colon and Cristina Flores Parada, PZRZ23-00027

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

AGENDA DATE: February 27, 2024
PUBLIC HEARING DATE: March 26, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 7

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

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

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

Subject Property: 1165 Ranger Street

Applicant: Elton John Valentin Colon and Cristina Flores Parada, PZRZ23-00027

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-F (Ranch and Farm) and R-4 (Residential) to A-O (Apartment/Office) to allow for a proposed martial arts studio. City Plan Commission recommended 8-0 to approve the proposed rezoning on November 30, 2023. As of February 12, 2024, the Planning Division has received a phone call in opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF LOT 55 RANGERS REST NO. 2 AND A PORTION OF TRACT 3L, BLOCK 55, YSLETA GRANT SURVEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND R-4 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Lot 55, Rangers Rest No. 2 and a portion of Tract 3L, Block 55, Ysleta Grant Survey, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-F (Ranch and Farm) and R-4 (Residential) to A-O (Apartment/Office), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

HQ2023-1947-P&I | TRAN#508291

Rezoning Ordinance Full Lot No Conditions

RTA

CASE: PZRZ23-00027

EXHIBIT "A"

Prepared for: Elton Valentin
September 15, 2023

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Lot 55, Rangers Rest No. 2 and a portion of Tract 3L, Block 55, Ysleta Grant Survey, City of El Paso El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk monument at the point of intersection centerline of Castner Drive adjacent to Lot 3, Block 6, Valley Crest Commercial Park recorded in volume 58, Pages 9 & 9A, Plat Records of El Paso County, Texas, from which an existing brass disk monument at the centerline intersection of Castner Drive and Valley Crest Drive bears, North 42°17'23" West a distance of 352.14 feet; Thence South 64°33'08" East a distance of 167.29 feet to a set ½" rebar with cap marked TX 5152 on the southerly right of way line of Castner Drive for the "True Point of Beginning".

Thence along said right of way line, South 74°03'00" East a distance of 175.75 feet to point on the westerly right of way line of Ranger Trail;

Thence along said right of way line, South 15°57'00" West a distance of 75.00 feet to a point on the common line of Lot 54 and 55, Rangers Rest No. 2;

Thence along said line, North 74°03'00" West a distance of 175.75 feet to a point on the easterly line of Valley Crest Commercial Park;

Thence along said line, North 15°57'00" East a distance of 75.00 feet to the "TRUE POINT OF BEGINNING" and containing 13,181 Square Feet or 0.3026 acres of land more or less.

Note: A drawing of even date accompanies this description



Ron R. Conde
R.P.L.S. No. 5152



1165 Ranger Street

City Plan Commission — November 30, 2023

REZONING



CASE NUMBER: PZRZ23-00027
CASE MANAGER: Nataly Nevarez, (915) 212-1644, NevarezKN@elpasotexas.gov
PROPERTY OWNER: Elton John Valentin Colon and Cristina Flores Parada
REPRESENTATIVE: Conde, Inc.
LOCATION: 1165 Ranger St. (District 7)
PROPERTY AREA: 0.30 acres
REQUEST: Rezone from R-F (Ranch and Farm) and R-4 (Residential) to A-O (Apartment/Office)
RELATED APPLICATIONS: SUSU23-00090 – Major Combination
PUBLIC INPUT: One (1) phone call in opposition as of November 22, 2023

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and R-4 (Residential) to A-O (Apartment/Office) to allow for a martial arts studio.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the commercial and residential districts in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-7, Industrial and/or Railyards for the future land use designation.

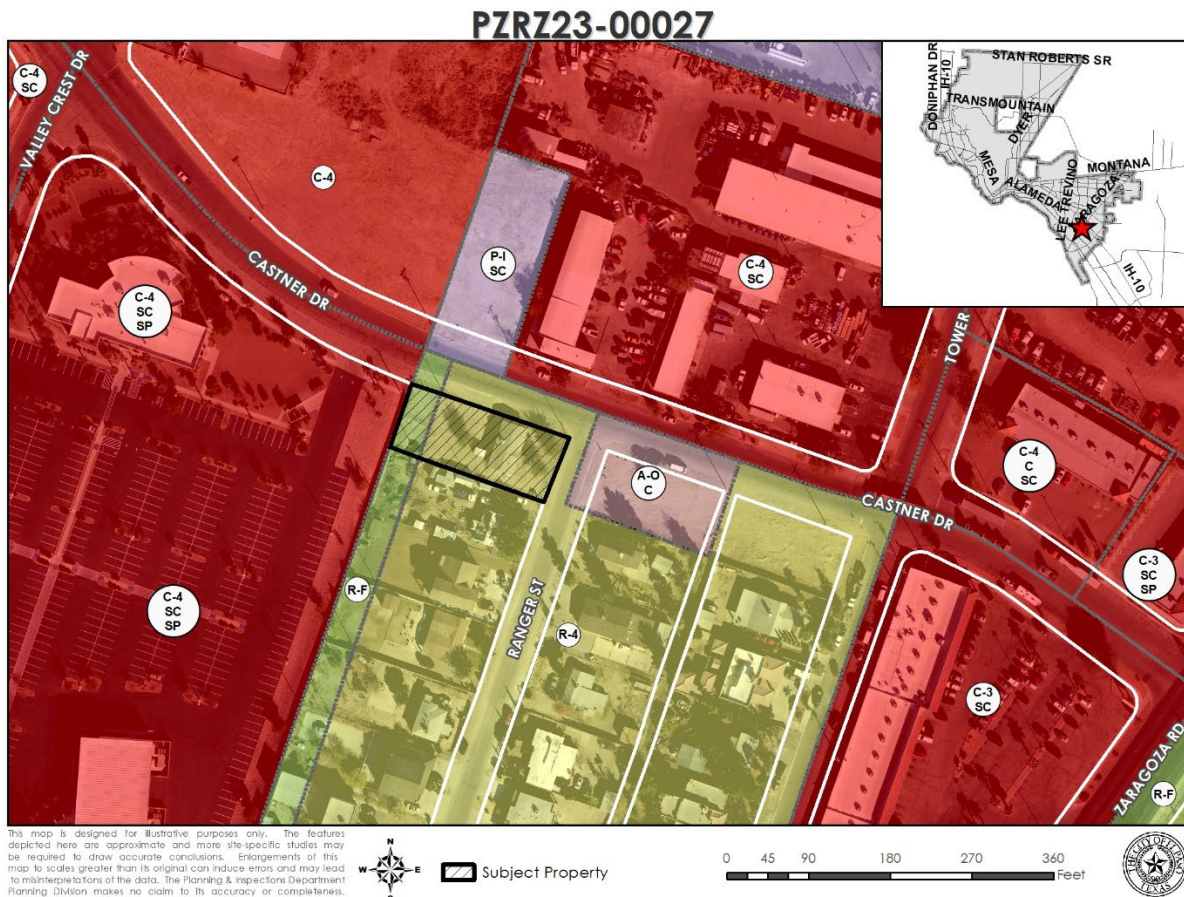


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and R-4 (Residential) to A-O (apartment/Office) to allow for a martial arts studio. The size of the property is 0.30 acres. The conceptual site plan shows one (1) proposed building with main access to the property provided from Castner Drive.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed martial arts studio and the A-O (Apartment/Office) district are compatible with the nearby automotive repair garage zoned C-4/sp (Commercial/special contract) and a vacant lot zoned P-I/sc (Planned Industrial/special contract) to the north, single-family dwellings zoned R-4 (Residential) to the south, a vacant lot zoned A-O/c (Apartment/Office/conditions) to the east, and a church zoned C-4/sc/sp (Commercial/special contract/special permit) to the west. The proposed martial arts studio and A-O (Apartment/Office) zoning district are compatible with the established character of the area surrounding the subject property. The nearest school is Del Valle Elementary School, which 0.73 miles away, and the nearest park is Blackie Chester Park which is 0.35 miles from the subject property.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-7, Industrial/Railyards: This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</p>	<p>Yes. The subject property and the proposed development meet the intent of the G-7 Industrial and/or Railyards Future Land Use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>A-O (Apartment/Office) District: The purpose of these districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes. The proposed A-O (Apartment/Office) zoning district is consistent with commercial and residential zoning district in the neighborhood. The proposed development is within close proximity of other medium density residential districts and regional commercial districts. The surrounding properties are zoned C-4/sp (Commercial/special contract), P-I/sc (Planned Industrial/ special contract), R-4 (Residential), A-O/c (Apartment/Office/conditions) and C-4/sc/sp (Commercial/special contract/special permit). The existing uses of the surrounding area range from an automotive repair garage, a church, single-family dwellings, and vacant lots.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>None. The subject property is not located within historic districts nor any other special designation areas.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	None. The proposed rezoning does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from Castner Avenue, which is designated as a minor arterial per the City of El Paso’s Major Thoroughfare (MTP) and is appropriate to serve the proposed development. A sidewalk abutting the property will be required along Castner Drive and Ranger Street. The closest bus stop is 0.29 miles away along Zaragoza Road.

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

PUBLIC COMMENT: The subject property is located within the boundaries of the Corridor 20 Civic Association and the Mission Valley Civic Association, which were notified of the rezoning request by the applicant. Public notices were mailed to property owners within 300 feet on November 17, 2023. As of November 22, 2023, the Planning Division has received one (1) phone call in opposition to the request from a neighboring property owner opposing to commercial properties and citing traffic concerns.

RELATED APPLICATIONS: A Major Combination subdivision application (SUSU23-00090) is in review to create a residential subdivision comprising of one single-family residential lot.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

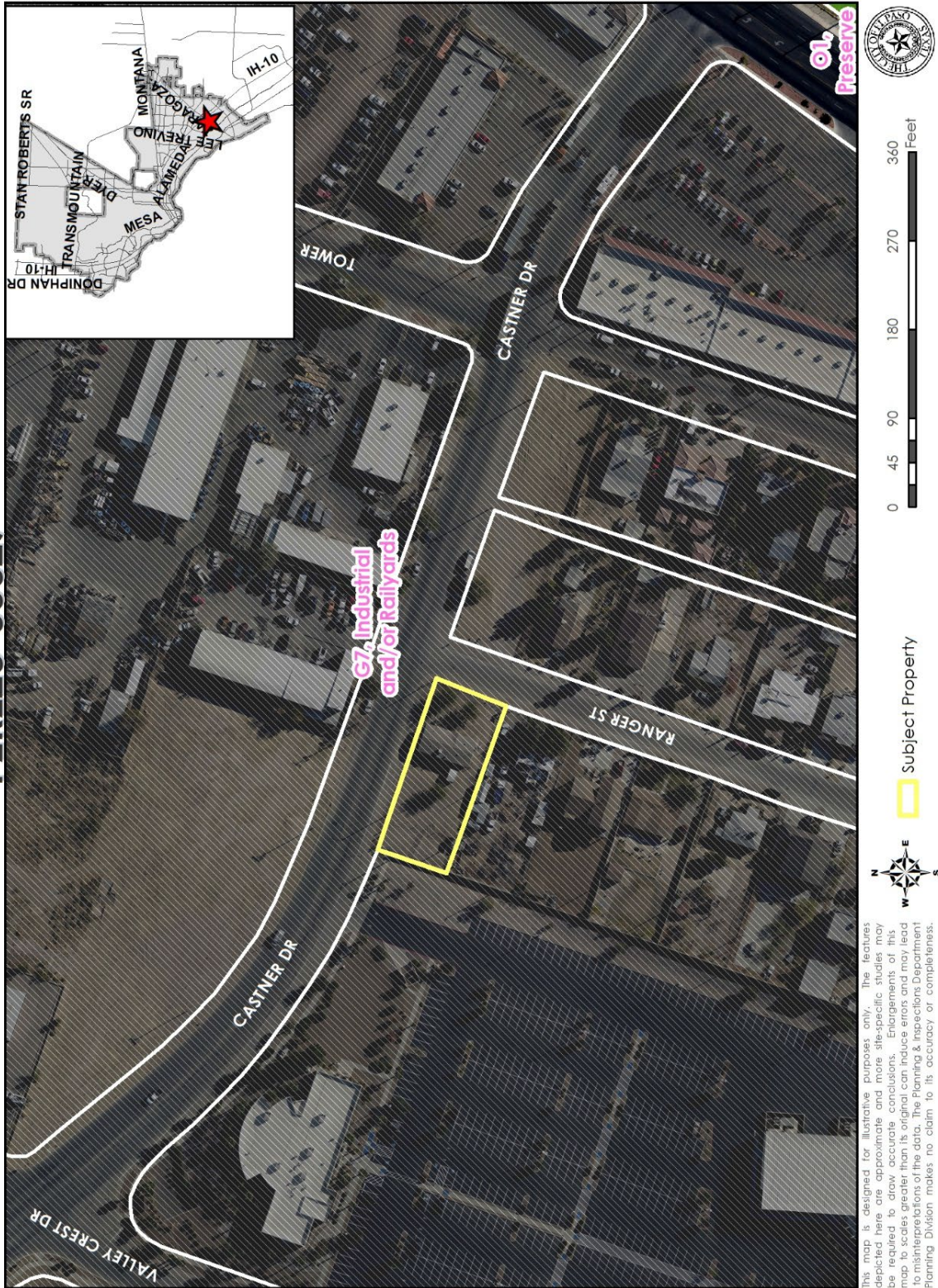
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**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

ATTACHMENTS:

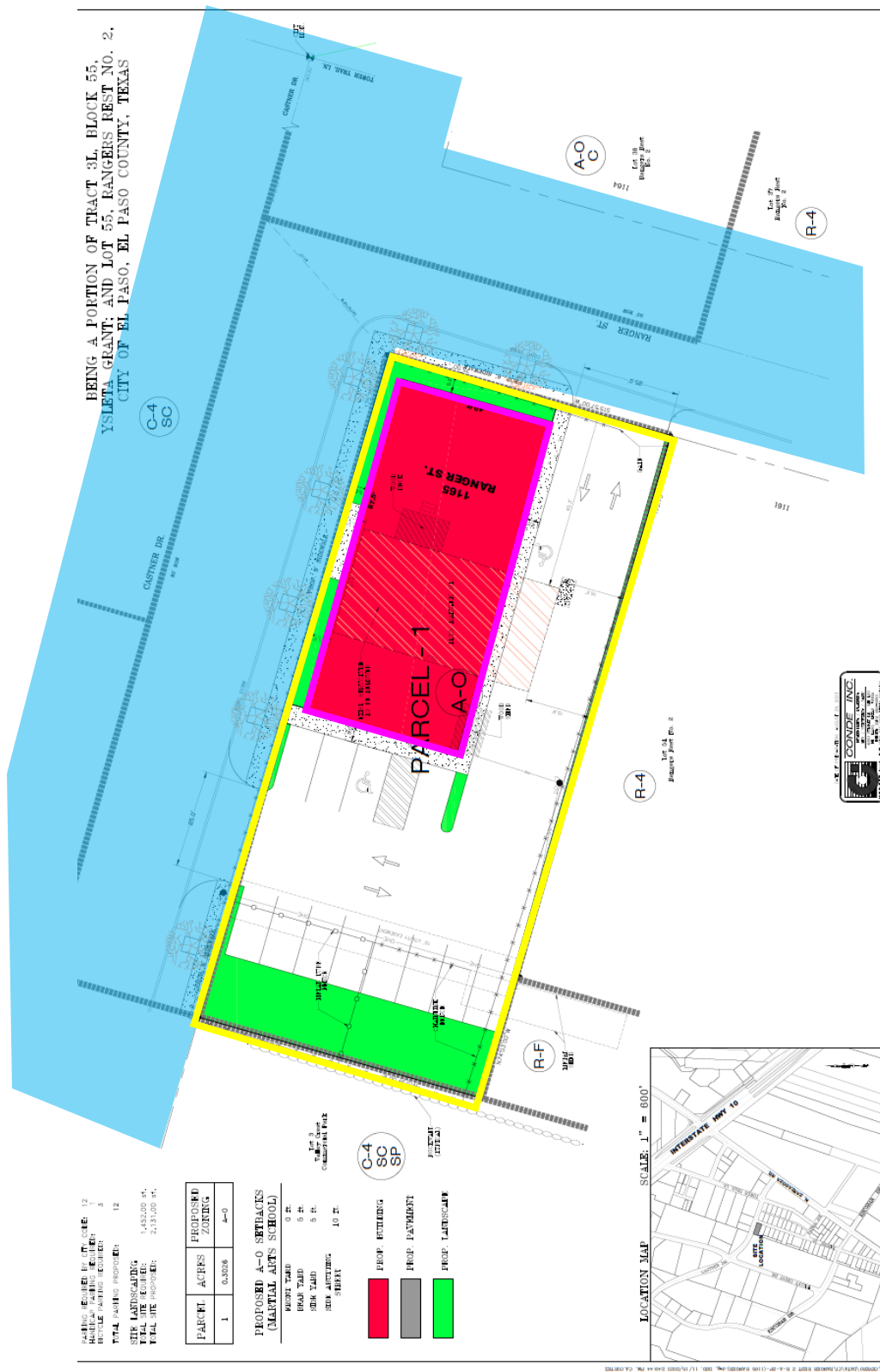
1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1

PZR23-00027



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the commercial and residential districts in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-7, Industrial and/or Railyards for the future land use designation.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

1. Provide a 5' concrete sidewalk abutting the property line, including the slope of the proposed sidewalk toward the lot.
2. Driveway width shall comply with the city standards (25ft min to 35ft max).

Note: Comments to be addressed at permitting stage.

Fire Department

Recommend approval, no adverse comments.

Police Department

No comments received.

Environment Services

How will refuse be serviced? Will the site have a dumpster?

Note: Comments to be addressed at permitting stage.

Streets and Maintenance Department

No objections.

Sun Metro

No comments received.

El Paso Water

EPWater-PSB does not object to this request.

EPWU-PSB Comments

There is an existing 8-inch diameter water main that extends along Ranger St., located approximately 41-feet east of the west right-of-way line. This main is available for service.

There is an existing 12-inch/8-inch diameter water main that extends along Castner Dr., located approximately 35-feet north of the south right-of-way line. This main is available for service.

There is an existing 42-inch diameter water transmission main that extends along Castner Dr., located approximately 47-feet north of the south right-of-way line. No direct service connections are allowed to this main as per EPWater-PSB Rules and Regulations.

EPWater-PSB records indicate a vacant ¾-inch water service connection (inactive meter) serving the subject property. The service address for this meter is 1165 Ranger St.

Previous water pressure reading from fire hydrant #4769, located on the southwest corner of Ranger St. and Castner Dr., has yielded a static pressure of 82 (psi), a residual pressure of 80 (psi), and a discharge of 919 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer

There is an existing 8-inch diameter sanitary sewer main that extends along Ranger St., located approximately 15-feet east of the west right-of-way line. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Castner Dr., located approximately 20-feet north of the south right-of-way line. This main dead-ends approximately 85-feet west of Ranger St. This main is available for service.

General

EPWater-PSB requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

PZRZ23-00027





Legislation Text

File #: 24-334, 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 suites 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

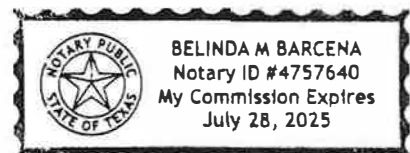
THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

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]

HQ2024 - Planning & Inspections - 2121 | TRANS-510734 | RTA
Special Privilege PSPN23-00011 700 S. Ochoa

Special Privilege PSPN23-00011 700 S. Ochoa

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;

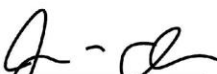
Thence, South 16°38'51" East a distance of 5.08 feet to a point;

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;

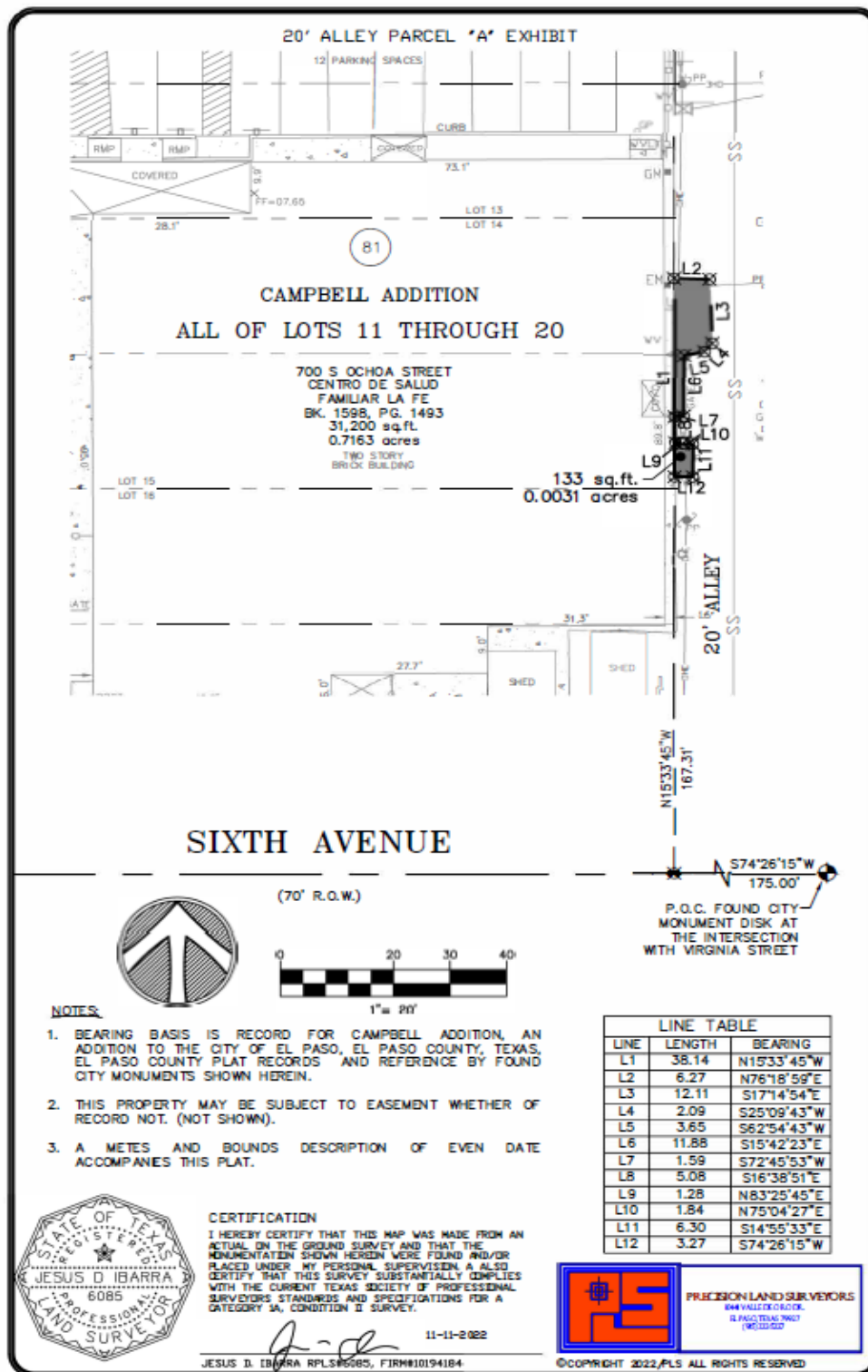
Thence, South 74°26'15" West a distance of 3.27 feet to "TRUE POINT OF BEGINNING" and containing in all 133 square feet or 0.0031 acres of land more or less.


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: Julio Ayala, Chief Operating Officer Date: 2/28/2024
Centro de Salud Familiar - La Fe, Inc.



Legislation Text

File #: 24-384, 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

Economic and International Development, Bill Allen, (915) 212-1619

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and EATON Corporation, an Ohio Corporation ("Applicant") in support of a development project located at 1 Helen of Troy Dr., El Paso, TX 79912. The project includes the construction or renovation of a development located on the Applicant's real property. The Development is described in Exhibit B of the agreement, which is attached and incorporated for all purposes. The Agreement requires the Applicant to make a minimum investment of \$70,000,000. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$3,391,000 in the form of a Property Tax Rebate; a Development Fee Rebate; a Construction Materials Sales Tax Rebate; and Skills Training Grant.

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

AGENDA DATE: March 26, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Bill Allen, (915) 212 – 1619, Economic & International Development
Karina Brascalla, (915) 212- 0094, Economic & International Development

DISTRICT(S) AFFECTED: 1

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

SUBGOAL: Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

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 EATON Corporation, an Ohio Corporation ("Applicant") in support of a development project located at 1 Helen of Troy Dr., El Paso, TX 79912. The project includes the construction or renovation of a development located on the Applicant's real property. The Development is described in Exhibit B, which is attached and incorporated for all purposes. The Agreement requires the Applicant to make a minimum investment of \$70,000,000. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$3,391,000 in the form of a Property Tax Rebate; a Development Fee Rebate; a Construction Materials Sales Tax Rebate; and Skills Training Grant.

BACKGROUND / DISCUSSION:

EATON Corporation will invest \$70,000,000.00 to expand their advanced manufacturing operations into 1 Helen of Troy Dr., El Paso, Texas 79912, which will result in the **retention of 300 full-time jobs** and the **creation of 575** full-time employees during the term of the agreement. As consideration, the City will provide performance-based economic incentives not to exceed \$3,391,000.00 the form of:

1. Fifteen annual property tax rebates on 80 percent of the incremental property tax revenue received by the City as a result of the project's construction, capped at \$2,051,000.00;
2. A one-time rebate on the one-percent sales and use tax revenue received by the City as a result of construction materials sales made in connection with development of the project, capped at \$40,000.00;
3. A one-time development fee rebate, capped at \$100,000.00; and
4. Three annual Skills Training Grants; capped at \$1,200,000.00.

Eaton Corporation was provided Contribution and Disclosure Forms in accordance with Ordinance No. 019581.

PRIOR COUNCIL ACTION:

On September 12, 2023, City Council approved a term sheet with EATON Corporation for this expansion. On November 14, 2018, City Council approved the execution of a Chapter 380 Agreement with Eaton Corporation for the development, construction and operation of a design and manufacturing center for switchboard and motor control components at 7800 Trade Center Ave, El Paso, Texas 79912. The agreement is currently active and Eaton Corporation is in good standing.

AMOUNT AND SOURCE OF FUNDING:

General Fund; Impact Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: 

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between **CITY OF EL PASO** (“City”) and **EATON Corporation, an Ohio Corporation** (“Applicant”) in support of a development project located at **1 Helen of Troy Dr., El Paso, TX 79912**. The project includes the construction or renovation of a development located on the Applicant’s real property. The Development is described in Exhibit B, which is attached and incorporated for all purposes. The Agreement requires the Applicant to make a minimum investment of **\$70,000,000**. Over the term of the Agreement, the City shall provide economic incentives not to exceed **\$3,391,000** in the form of a Property Tax Rebate; a Development Fee Rebate; a Construction Materials Sales Tax Rebate; and Skills Training Grant.

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:



Karina Brasgalla, Interim Director
Economic & Int’l Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT

This Chapter 380 Economic Development Program Agreement (“Agreement”) is made and entered into by and between the City of El Paso, Texas, a Texas home rule municipal corporation, (the “City”) and **EATON Corporation**, an Ohio Corporation, (“Applicant”), for the purposes and considerations stated below:

RECITALS

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code (“Chapter 380”) to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380, for the construction or renovation of a development located on the Applicant’s real property, located at **1 Helen of Troy Dr., El Paso, TX 79912**, and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City concludes and hereby finds that this Agreement promotes economic development in the City and meets the requirements of Chapter 380.

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

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **“Agreement”** means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. **“Base Year Value”** means the 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 **\$13,000,000**.
- C. **“Construction Materials Sales Tax Rebate”** means a one-time 100% rebate of the City’s 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed **\$40,000.00**.
- D. **“Development”** means new construction on a vacant lot or renovation of an existing vacant or blighted building(s) to be used for any of the following land uses: single-family homes for attainable rental housing, office, retail, restaurant, multifamily residential facilities,

commercial and industrial within the City of El Paso, as authorized by the existing local law. The Development is described in Exhibit B, which is attached and incorporated for all purposes.

- E. **“Development Fee Rebate”** means a one-time 100% rebate of certain development fees based on the fee schedule attached as Exhibit A to Ordinance 018581. The Development Fee Rebate shall not exceed **\$100,000.00**.
- F. **“Effective Date”** means the date the El Paso City Council approves the Agreement.
- G. **“Full-Time Employment”** means a job in El Paso requiring a minimum of one thousand eight hundred and twenty (1,820) hours of work prorated over a twelve (12) month period, including allowance for vacation and sick leave, with full company benefits, including company-paid contributions to health insurance, for those employees that participate in the health insurance program, (Employee must not be required to pay more than fifty percent (50%) of the premium) with such jobs being located at the Development, within the City of El Paso, Texas. These requirements are more completely described in Exhibit E, which is attached hereto and incorporated herein for all purposes.
- H. **“Grant”** The word ‘Grant’ means each annual payment to APPLICANT under the terms of this Agreement computed as the sum of the applicable rebates: (i) Construction Materials Sales Tax Rebate; (ii) Development Fee Rebate; and (iii) Property Tax Rebate (iv) Skills Training Grant. For the purposes of this Agreement, the aggregate Grant payments will not exceed **\$3,391,000**. This aggregate amount reflects the sum total of all applicable rebates.
- I. **“Grant Submittal Package”** means the documentation required to be supplied to the City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as Exhibit C to this Agreement.
- J. **“Minimum Appraisal Value”** means the valuation of the **real and personal property** and improvement of the Development during and after the construction or renovation of the Development below which Applicant and its Affiliate(s) may not protest nor contest the appraised value of the Development with the El Paso Central Appraisal District during the term of this Agreement. Thereafter, under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determine market value. For the purposes of this Agreement, the Minimum Appraisal Value is **\$20,080,000**.
- K. **“Minimum Investment”** means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment is **\$70,000,000**. Of the aforementioned amount, a minimum of **\$29,000,000** shall be invested in personal property and/or tenant improvements.
- L. **“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 property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Property Tax Rebate amount shall not exceed **\$2,051,000**.

- M. **“Qualified Expenditures”** means 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.
- N. **“Real Property”** means the real property owned by Applicant located at **1 Helen of Troy Dr., El Paso, TX 79912** and described on Exhibit A, which is attached and incorporated by reference. The Real Property is the location for the Applicant’s proposed development.
- O. **“Skills Training Grant”** means a reimbursement from the City in an aggregate amount of **\$1,200,000** to be disbursed in annual payments **as outlined in Section 4D** for **3** years after **September 30, 2026** for costs associated with training materials, training equipment, monthly training classes, and certifications. This Grant is payable from the City's Impact Fund account derived from the franchise fee paid to the City pursuant to the Franchise Agreement adopted by Ordinance No. 017460 (amended by Ordinance 018772).
- P. **“Vacant Building”** means a building that is 60% or more unoccupied and is registered as a vacant building with the City, pursuant to Title 18, Chapter 18.40, El Paso City Code.

SECTION 2. TERM AND GRANT PERIOD.

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) **17** years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing (“Term”).
- B. Applicant’s eligibility for Grant payments shall be limited to **15** consecutive years within the Term of this Agreement (the “Grant Period”). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) Applicant shall renovate or construct, at its sole cost and expense, the Development and expense and shall expend a minimum of **\$70,000,000** in Qualified Expenditures to construct the Development.
- (2) Applicant shall obtain the first building permit for the Development within **3** months after the Effective Date.
- (3) Within 24 months after the Effective Date, Applicant shall submit documentation to the City to verify the following:

- (a) The expenditure of a minimum of **\$70,000,000** in Qualified Expenditures; and
- (b) That Applicant has received a Certificate of Occupancy for the Development. A Temporary Certificate of Occupancy does not meet this requirement.
- (4) Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by El Paso City Council.
- (5) Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.
- (6) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- (7) Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.
- (8) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.
- (9) Applicant agrees that during the Term of this Agreement, it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District for property located at **1 Helen of Troy Dr., El Paso, TX 79912** or less. It is the intent of the parties that the assessed value of the Property on the tax rolls have a minimum appraised value of **\$20,080,000** for the property located at **1 Helen of Troy Dr., El Paso, TX 79912** during the Term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, not the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development.
- (10) Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

B. EMPLOYMENT POSITIONS.

- (1) Applicant agrees that it shall create, staff, and maintain the Full-Time Employment positions described in Exhibit E for the Development as of **December 1st** of the applicable year, and shall maintain the Full-Time Employment positions for the Development through

the entire Grant Period of this Agreement. Applicant shall maintain the Full-Time Employment positions for each quarter of each fiscal year with the total per day hours worked averaged over each fiscal quarter. The transfer of an existing Full-Time Employment position from Applicant's existing business site to Applicant's new Development does not qualify as creating and staffing a Full-Time Employment position for purposes of this Agreement.

(2) Applicant shall provide the City with an annual report by the **1st of December** of each year during the Term of this Agreement, certifying the status of compliance through the preceding year. Such annual report shall include the number of new jobs created and retained for the Development, information on any new investments in the Development, and any other information relevant to the Development and the City's economic development goals. Documentation for jobs may be in the form of quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports, or employee rosters that show the hours worked and the positions filled. Applicant shall also provide the City with such other reports as may reasonably be required.

C. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, electronically to EDCompliance@elpasotexas.gov as specified below.

(1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on June 30, 2026, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after the June 30 of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.

(2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.

(3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows;

A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed **\$40,000** in accordance with the terms and provisions of this Agreement.

B. The City agrees to provide a Development Fee Rebate not to exceed **\$100,000** in accordance with the terms and provisions of this Agreement.

C. The City agrees to provide a Property Tax Rebate not to exceed **\$2,051,000** in accordance with the terms and provisions of this Agreement.

D. The City agrees to provide a Skills Training Grant payable from the City's Impact Fund, an amount not to exceed **\$1,200,000** to be disbursed in annual payments as follows:

	Year 1	Year 2	Year 3
Training Grant Payment	\$567,664	\$384,008	\$248,328

E. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through F shall constitute an Event of Default:

A. **Failure to Comply.** Applicant's failure to materially comply with, or to substantially perform any obligation or condition of this Agreement or in any exhibit or schedule incorporated herein by reference.

B. **False Statements.** Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are knowingly false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 business days after Applicant learns of its false or misleading nature.

C. **Insolvency.** Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant.

D. **Property Taxes.** If Applicant allows its personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.

E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 30 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to

extend the Cure Period past 30 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.

- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity.
- G. **Liability.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 4 of this Agreement and provided that the cure period for such default has expired, all Grants provided to the Applicant for each grant period during which an uncured default exists shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

SECTION 8. MISCELLANEOUS PROVISIONS.

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- D. **Assignment.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant or Grants that are subject of this Agreement without the City's consent to assignment. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is

void and may result in the immediate termination of this Agreement and recapture of the taxes rebated prior to the attempted transfer.

- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Applicant to the same.
- F. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- I. **Force Majeure.** The parties agree that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- J. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

- K. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- L. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when (i) actually delivered after being deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below; (ii) sent via electronic transmission to the email addresses set forth below and acknowledged by recipient; or (iii) when delivered by hand-delivery. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required Grant Submittal Packages and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov.
- CITY: City of El Paso
City Manager
P.O. Box 1890
El Paso, Texas 79950-1890
- Copy To: City of El Paso
Economic and Int'l Development
Department Director
P.O. Box 1890
El Paso, Texas 79950-1890
Email: EDCompliance@elpasotexas.gov
- APPLICANT: EATON Corporation.
David L Cook
VP – State and Local Tax
100 Eaton Blvd.
Cleveland, OH 44122-6058
DavidCook2@Eaton.com
- M. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.
- N. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

CITY OF EL PASO:

Cary Westin
Interim City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior 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 _____, 20__,
by Cary Westin as Interim City Manager of the City of El Paso, Texas, on behalf of the City of El
Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

[Signatures continue on the following page]

APPLICANT: EATON Corporation

By: David L. Cook
David L. Cook
VP – State and Local Tax
EATON Corporation

ACKNOWLEDGMENT

STATE OF OHIO §
COUNTY OF Cuyahoga §

This instrument was acknowledged before me on the 20th day of February, 2024, by David L. Cook, VP – State and Local Tax, EATON Corporation.

Christine Adkins
Notary Public, State of OHIO

My Commission Expires:

July 28, 2024

CHRISTINE ADKINS
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2019-RE-794141
My commission expires July 28, 2024



EXHIBIT A

Legal Description of the Real Property

Property ID: 118489

Geographic ID: W17999900100100

Address (per CAD, not the City of El Paso): 1 HELEN OF TROY, EL PASO, TX

Legal Description: 1 WESTPORT #6 LOT 1 (50.938 AC)

Assessed Value: \$13,000,000.00

EXHIBIT B

Description of Development

The proposed Development is the development in the City of El Paso of an advanced manufacturing operations center at 1 Helen of Troy Dr., El Paso, TX 79912; Legal Description 1 WESTPORT #6 LOT 1 (50.938 AC).

The proposed Project is an expansion of Applicant's existing El Paso footprint operation located at 7800 Trade Center, El Paso, Texas 79912. The new facility will include the design, manufacture, assembly and testing of Low Voltage Circuit Breakers, Molded Case Circuit Breakers, Low Voltage Assemblies, and Panelboards and Switchboards.

Renderings/Building Plans:



EXHIBIT C

Grant Submittal

EATON Corporation believes that it has substantially met its obligations under the Chapter 380 Agreement dated the _____ day of _____ 20__ and signed by _____ of **EATON Corporation**. Pursuant to the Agreement, **EATON Corporation** 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 evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the construction Materials Sales Tax Rebate (receipts, invoices, bank and/or credit card statements, checks);
6. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence **\$70,000,000** in minimum expenditures to date and not previously verified (receipts, invoices, bank and/or credit card statements, checks)
7. **[INITIAL GRANT SUBMITTAL ONLY]** Certificate of Occupancy or Lease
8. **[INITIAL GRANT SUBMITTAL ONLY]** 1295 Form
9. Property tax payment receipt showing proof of payment for calendar tax year being requested (real and personal if applicable);
10. 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 **EATON Corporation** that the City of El Paso has up to ninety (90) days to process this request and reserves the right to deny the Grant request if the Applicant has not complied with the terms of the Agreement.

EATON, Corporation

Name: _____

Title: _____

EXHIBIT D

Property Tax Rebate Table

Incremental Property Tax Rebate Schedule
Years 1-15
80%

EXHIBIT E

Employment Requirements

SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order for the Applicant or its Affiliate to be eligible for any Grant Payments Applicant or its Affiliate is required to create and maintain the Full-Time Employment positions by December 31 of each full tax year during the Grant Period as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Jobs Retained	300	572	756	875	875	875	875	875	875	875	875	875	875	875	875
Jobs Created	272	184	119	0	0	0	0	0	0	0	0	0	0	0	0
Total Jobs	572	756	875	875	875	875	875	875	875	875	875	875	875	875	875

SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS.

After Year 3, the Applicant must retain the total amount of full-time employment (FTE) positions shown for the remainder of the grant period, to be eligible to receive the Grant Payments. EATON Corporation will retain **300** positions while also creating **575** new full-time jobs of which I9 will meet the Median County Wage currently, \$16.43/hr., with annual rate adjustments to keep pace with inflation.

Applicant or its Affiliate remains eligible for Grant Payments so long as the Total Full Time Employees, as stated in this Exhibit E, are met on an annual basis.

Grant payment shall be contingent upon Applicant's certification that it has maintained at least ninety percent (90%) of the minimum job creation and retention requirements during the full tax year, as required herein.

Grant payments will be reduced by ten percent (10%) for every one percent (1 %) drop in the job creation and retention numbers, noted in Section 1 of Exhibit E from 100% to 90%.

In the event the Applicant fails to meet employment requirements for two consecutive years, this Agreement will automatically terminate.

Example: For illustrative purposes only:

During the second year, Applicant creates and retains 95% (195) of the expected 205 FTE positions. Grant Payments will be reduced by 50% (10%per 1% of job creation shortfall).

Should the applicant fall below the 90% threshold, no Grant Payment will be owed to the Applicant for the Grant Period.

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: Patrick Drumb Date: _____



Legislation Text

File #: 24-390, 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

Capital Improvement Department, Omar Martinez, (915) 479-0341

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the submission of a grant application, which requires no match from the City, to the U.S. Economic Development Administration (EDA) FY 2023 Distressed Area Recompete Pilot Program Phase 2 (Recompete Phase 2) for the El Paso Recompete Network program ("Application").

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

AGENDA DATE: March 26, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Omar Martinez, Grants & Strat. Initiatives Manager, 915-479-0341
Yvette Hernandez, P.E., City Engineer, 915-212-0065

DISTRICT(S) AFFECTED: All Districts

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

SUBJECT:

Discussion and action that the City of El Paso City Council authorizes the submission of a grant application, which requires no match from the City, to the U.S. Economic Development Administration (EDA) FY 2023 Distressed Area Recompete Pilot Program Phase 2 (Recompete Phase 2) for the El Paso Recompete Network program ("Application").

BACKGROUND / DISCUSSION:

The City of El Paso is requesting \$50 million from the EDA Recompete Pilot Phase 2 for the El Paso Recompete Network program. The El Paso Recompete Network program will provide grant funding for job training, placement, and assistance within the City of El Paso.

The El Paso Recompete Network program focuses on providing training for prime-age workers, securing hiring commitments and job placement agreements with local businesses, and providing wraparound services for program participants over a 5-year period. Targeted industries include advanced manufacturing, aerospace and defense, cybersecurity and artificial intelligence, intelligent infrastructure, and other priority occupations including healthcare.

PRIOR COUNCIL ACTION:

City Council approved the submission of an application to the EDA Recompete Pilot Phase 1 program on a Regular City Council meeting on September 26, 2023. Agenda File# [23-1251](#)

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: None

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

DEPARTMENT HEAD: Yvette Hernandez

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

RESOLUTION

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

THAT the City of El Paso City Council authorizes the submission of a grant application, which requires no match from the City, to the U.S. Economic Development Administration (EDA) FY 2023 Distressed Area Recompete Pilot Program Phase 2 (Recompete Phase 2) for the El Paso Recompete Network program (“Application”); and

THAT the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application; and

THAT the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from the Application, after consultation with the City Attorney’s Office; and

THAT the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the Application, including, but not limited to, revisions to the project scope of work, and revisions that increase, decrease or de-obligate program funds, after consultation with the City Attorney’s Office; and

THAT the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

APPROVED this _____ day of _____ 2024.

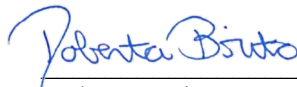
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

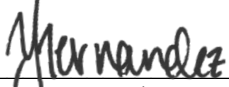
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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



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 AND 03-12-2024]

**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:

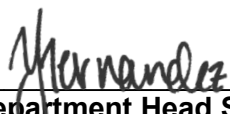
2012 Quality of Life bond project fund for the Multipurpose Entertainment and Performance Center Project.

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)

Revised 04/09/2021

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.

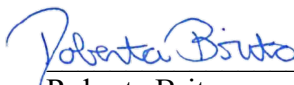
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

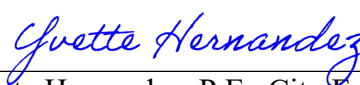
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



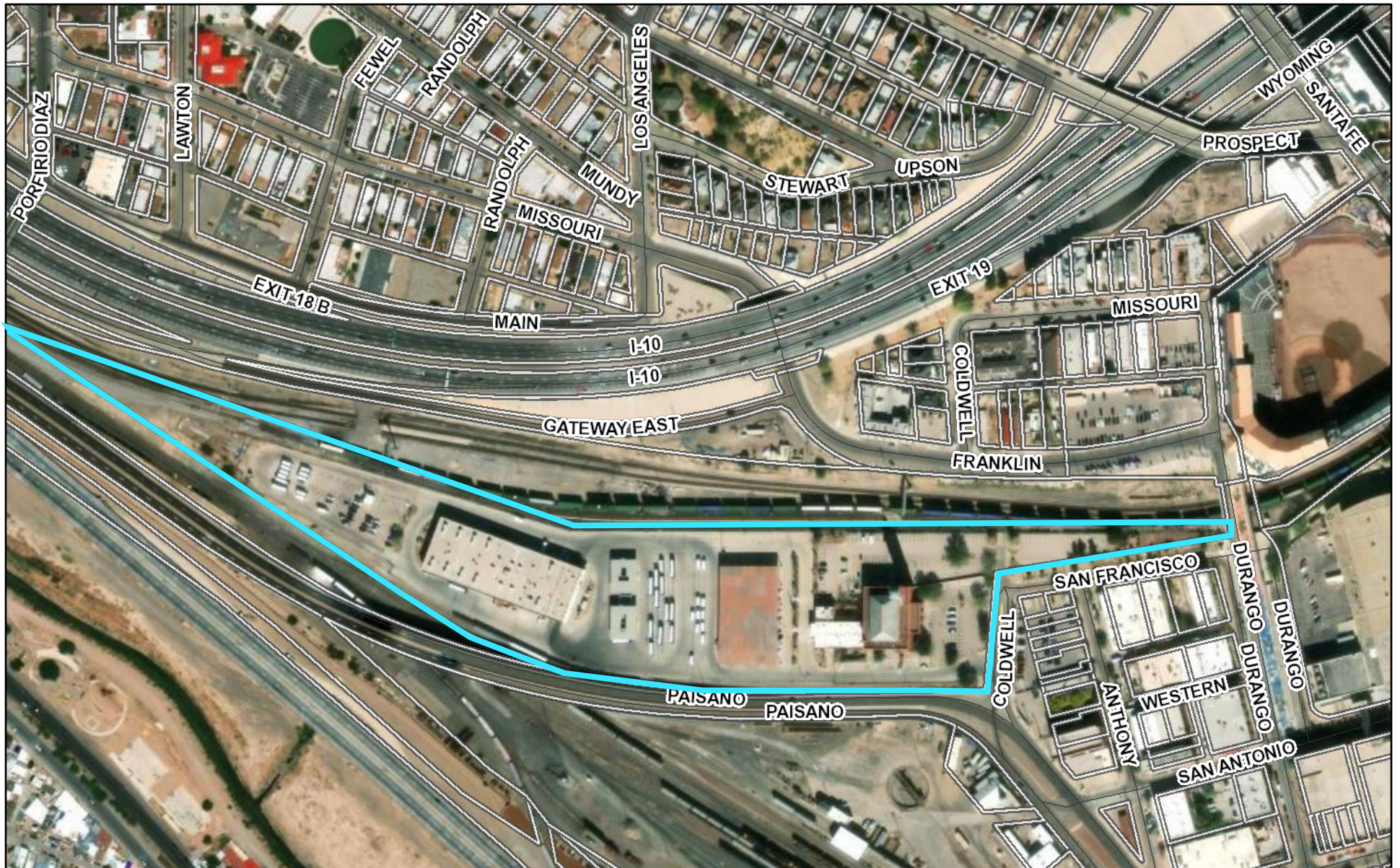
Roberta Brito
Senior Assistant City Attorney

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



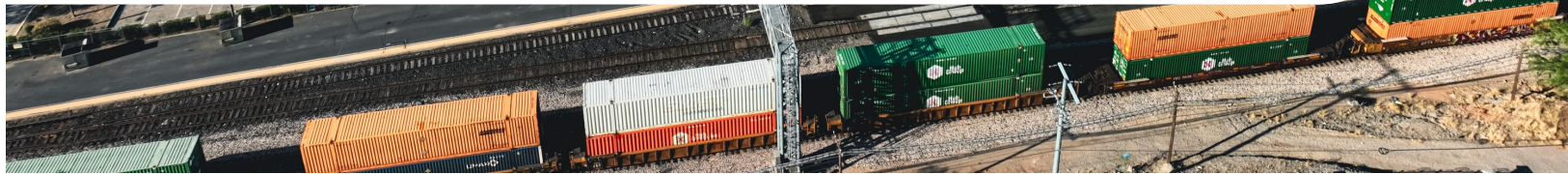
Council Directive

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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 area. In the foreground, a large red brick building with a green-tiled roof and a tall, square bell tower with a green roof is visible. To the left of the building, a multi-lane highway with a concrete barrier runs parallel to the depot. To the right, several railroad tracks run horizontally across the frame. In the background, a dense residential neighborhood with many houses is visible, followed by a range of brown, arid hills under a clear blue sky. The text "1 Review of Previous Work & Site SWOT Analysis" is overlaid on the left side of the image, and "Union Depot Phase 2 ESA Report" is at the bottom left. A page number "615" is in the bottom right corner.

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



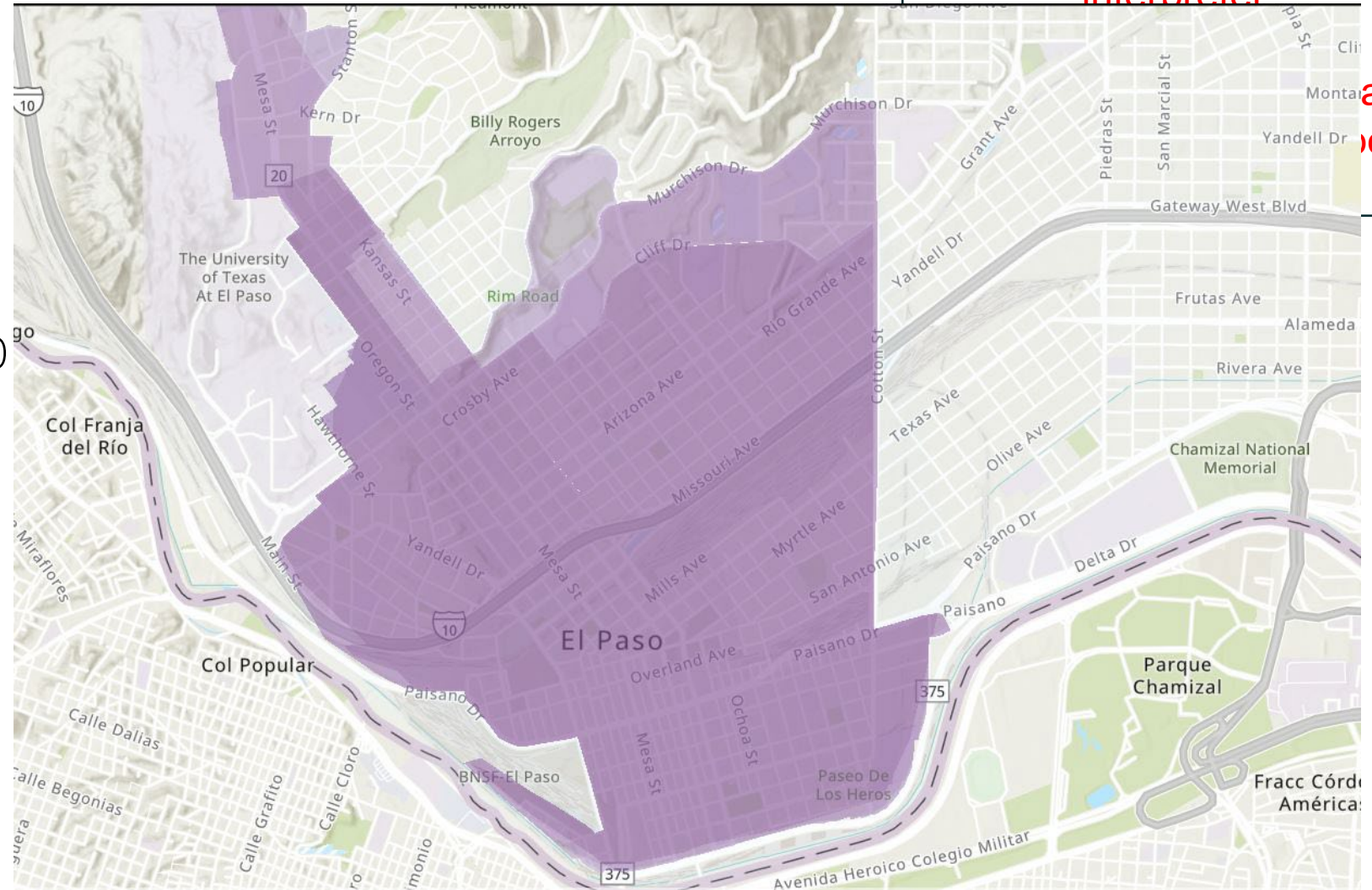
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New Expanded Downtown Plan Area:

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



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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. 1500 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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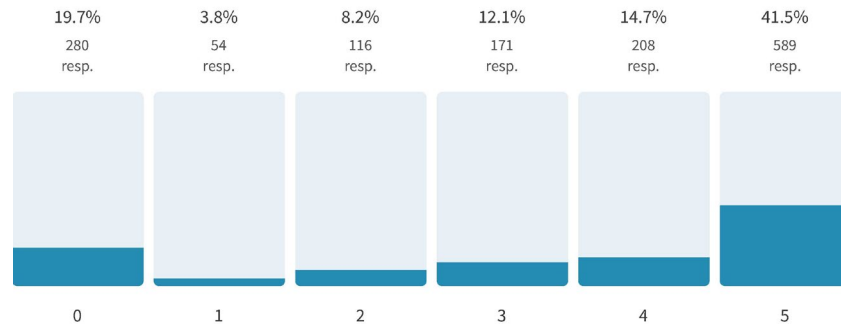
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This image depicts a flexible outdoor space for smaller events and gatherings, open air lawn style seating and small commercial spaces nearby.

1418 out of 1466 answered

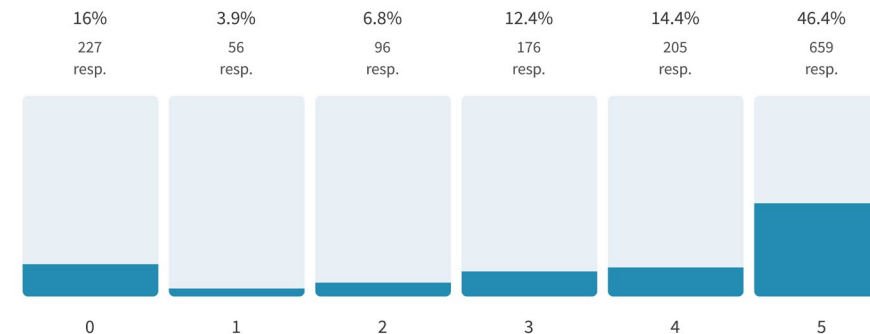
3.2 Average rating



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.



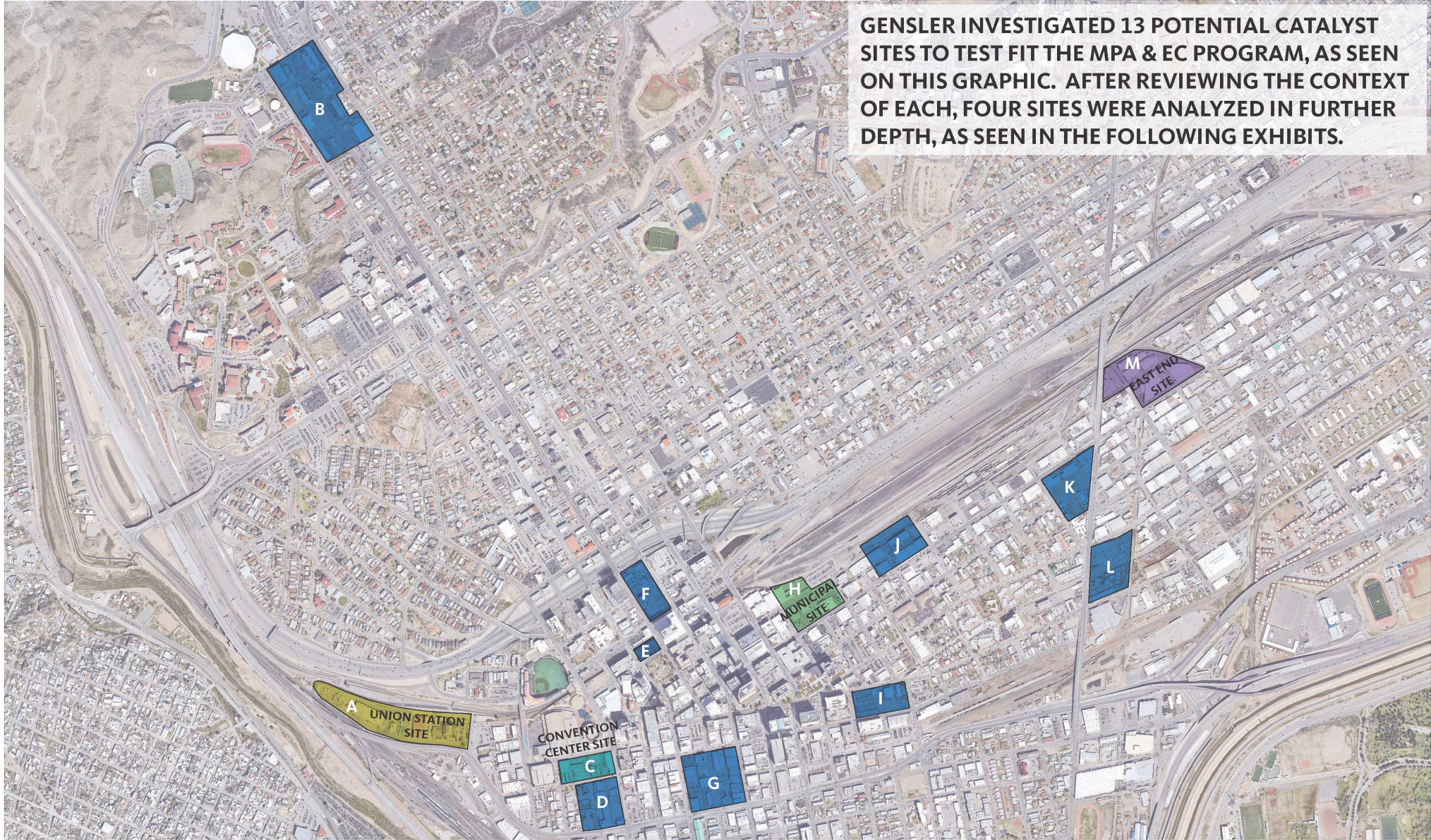
Vibrant

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

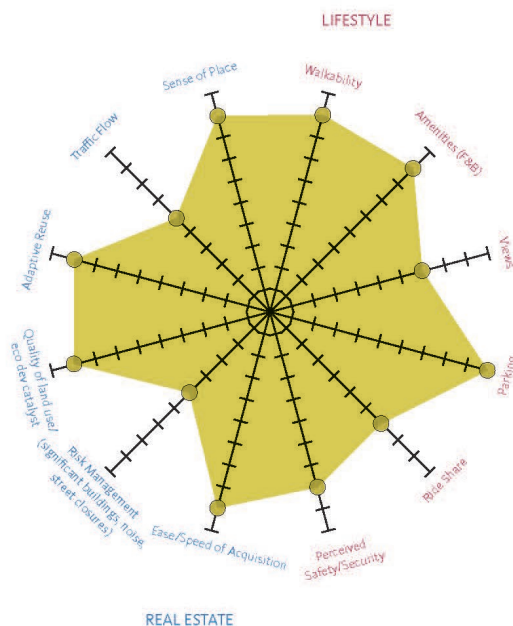
Site Comparison: Spider Graph

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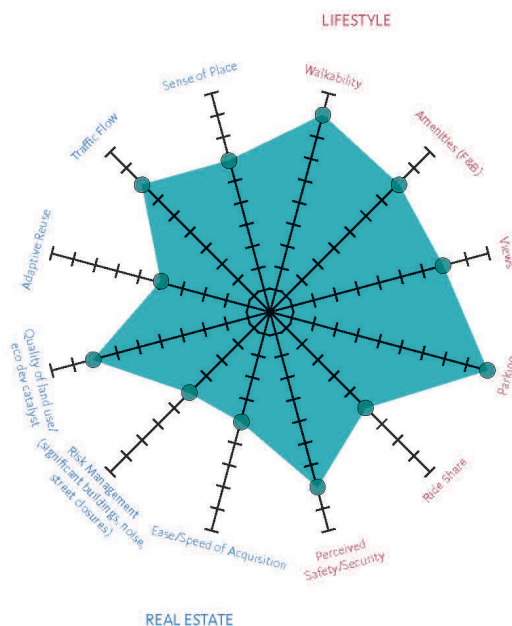
Site A

UNION STATION SITE



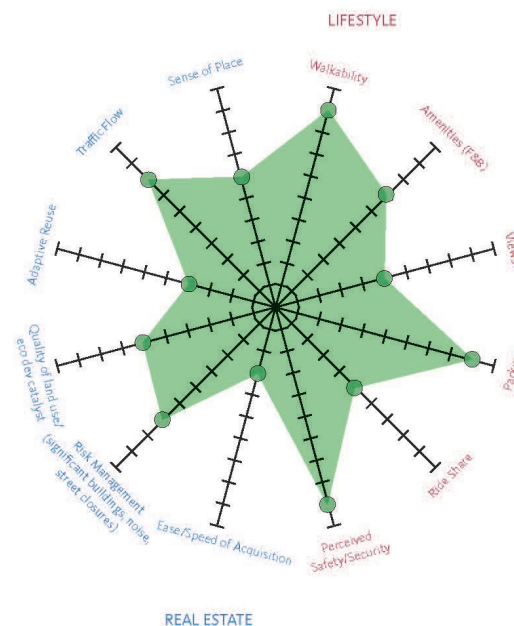
Site C

CONVENTION CENTER SITE



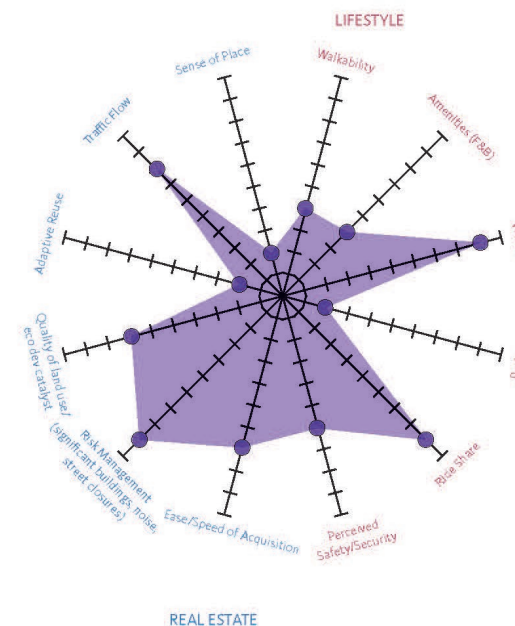
Site H

MUNICIPAL SITE

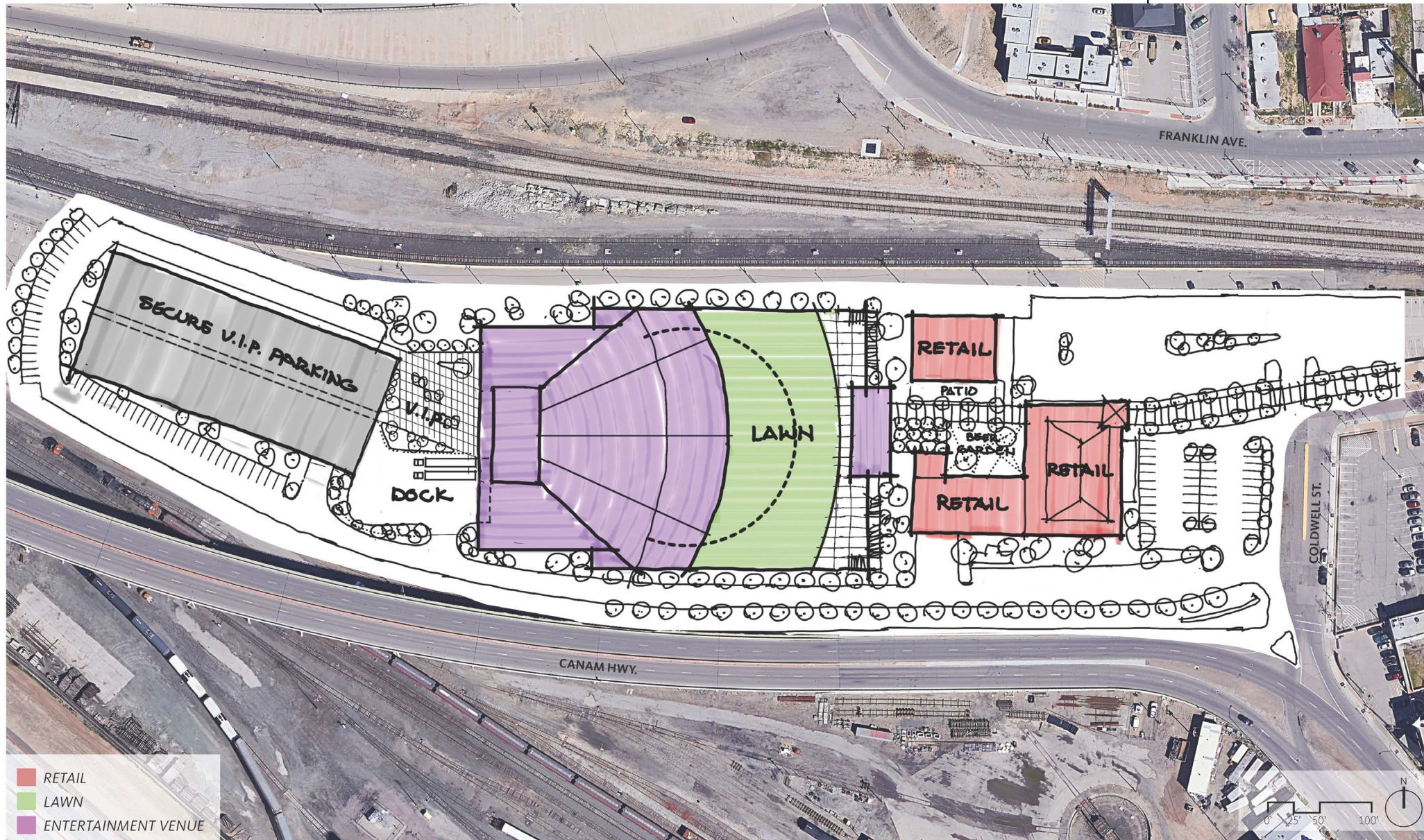


Site M

EAST END SITE



Previous Site Analysis: Site A



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SWOT Analysis Site A

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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 an industrial and urban area. In the foreground, a large red brick building with a green roof and a tall red brick tower is visible. To the right, a large paved lot contains several white semi-trucks parked in rows. In the background, a long freight train with many colorful containers is parked on tracks. A multi-lane highway with a red overpass runs horizontally across the upper half of the image. The surrounding area is densely packed with residential houses and other commercial buildings.

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

- 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.

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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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any information on this box.

- **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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any information on this box.

- **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

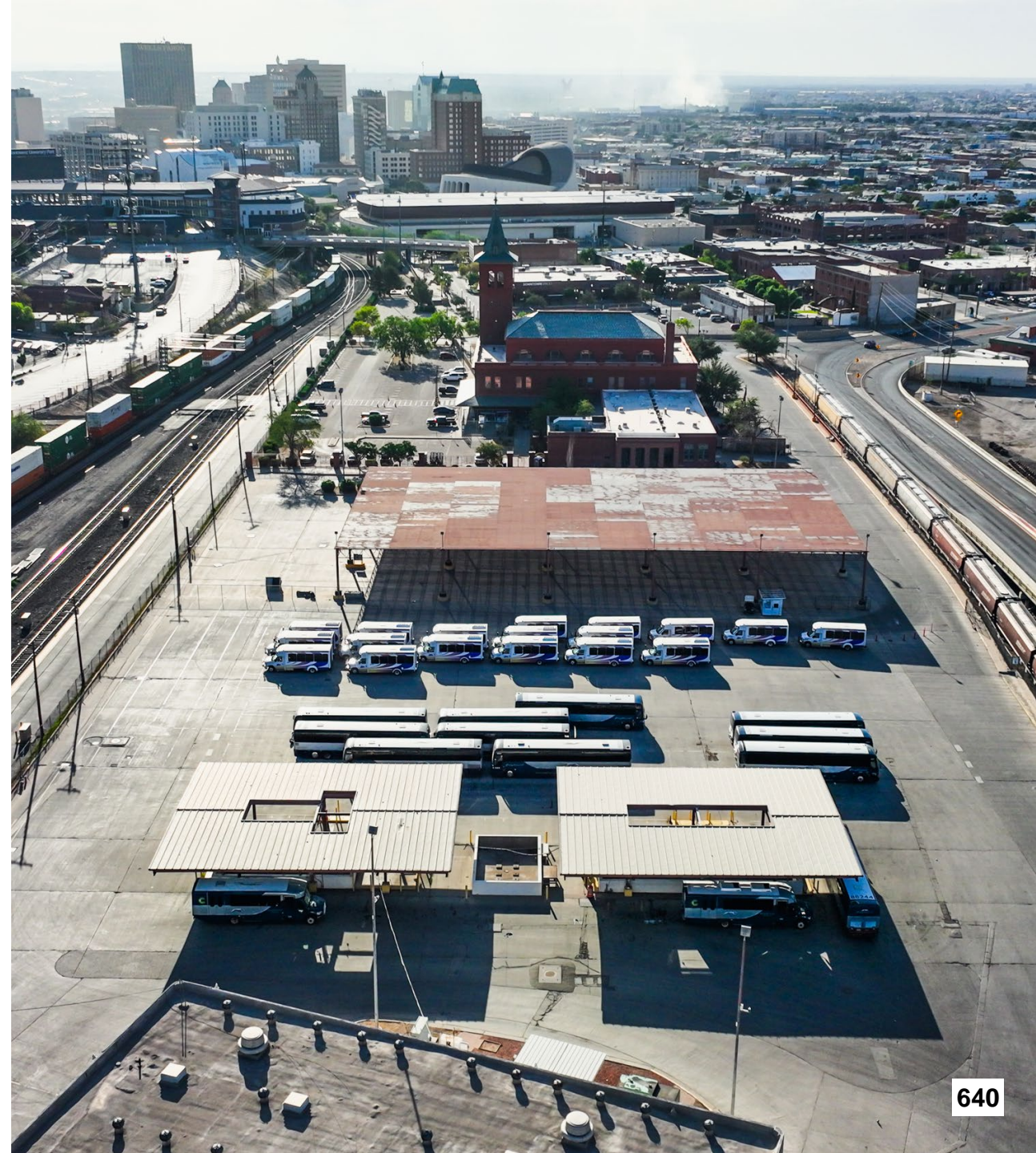
Grant Request	\$50,000.00
City Match	\$50,000.00
Total	\$100,000.00



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



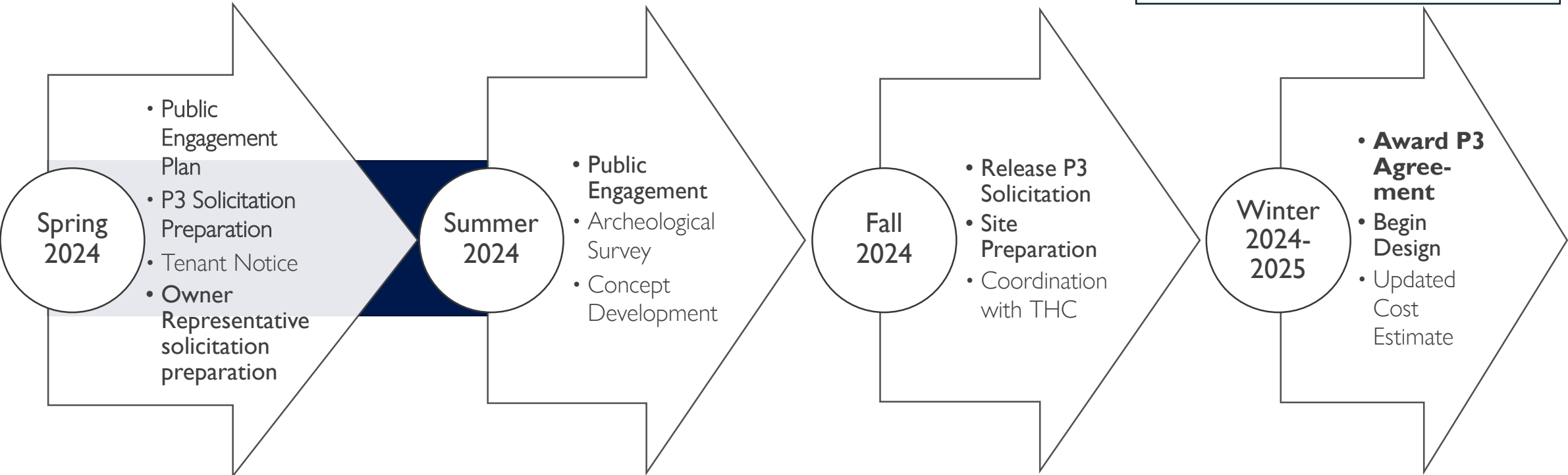
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Next Steps

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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any information on this box.

THANK YOU. QUESTIONS?





El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-391, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

City Manager's Office, K. Nicole Cote, (915) 212-1092

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

AGENDA LANGUAGE:

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

Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfer, attached to the Resolution as Exhibit A, for the Police Department.

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

AGENDA DATE: March 26, 2024

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

K. Nicole Cote, Managing Director, City Manager's Office (915) 212-1092

Peter Pacillas, Police Chief, El Paso Police Department (915) 212-4305

DISTRICT(S) AFFECTED: All

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

SUBGOAL: N/A

SUBJECT: Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfer, attached to the Resolution as Exhibit A, for the Police Department.

BACKGROUND / DISCUSSION:

Section 7.3D of the City Charter requires a budget to be adopted by resolution no later than August 31st of each year.

PRIOR COUNCIL ACTION:

The FY 2023 - 2024 Annual Budget for the City of El Paso was adopted by Resolution on August 15, 2023.

AMOUNT AND SOURCE OF FUNDING:

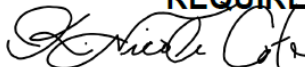
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: City Manager's Office, El Paso Police Department

SECONDARY DEPARTMENT: Mayor and Council

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

DEPARTMENT HEAD:



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

RESOLUTION

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

WHEREAS, Section 6 of the FY2024 Budget Resolution authorizes the City Manager or designee to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed \$100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding \$100,000 requiring City Council approval; and

WHEREAS, the El Paso Department requires a budget transfer in excess of \$100,000, which in accordance with Section 6 of the FY2024 Budget Resolution, require Council approval; 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 transfer, attached to this Resolution as Exhibit A, for the El Paso Police Department in FY 2024.

APPROVED this ____ day of _____, 2024.

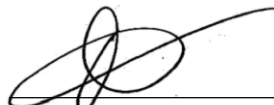
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote, Director
Office of Management & Budget

Exhibit A

Capital Improvement Program (CIP) Budget Transfer Request FY 2024

CAPITAL IMPROVEMENT PROGRAM (CIP)
BUDGET TRANSFER REQUEST
FY 2024

BT Number	Justification	Fund	Amount	Funding Source
2024-0430	Increase budget for Municipal Vehicle Storage Facility for the purchase of police radios	2811	\$725,000	Police Tow Lot



Legislation Text

File #: 24-410, 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

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 2 under solicitation 2023-0397 in support of the Wainwright Park Phase II project to Keystone GC LLC in an estimated award of \$721,242.31. Project will complete the park to include zip line playground equipment, landscaping, resurface of existing basketball court, and new metal canopy.

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

AGENDA DATE: March 26, 2024
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer, 212-0065

DISTRICT(S) AFFECTED: District 2

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 2 under solicitation 2023-0397 in support of the Wainwright Park Phase II project to Keystone GC LLC in an estimated award of \$721,242.31. Project will complete the park to include zip line playground equipment, landscaping, resurface of existing basketball court, and new metal canopy.

BACKGROUND / DISCUSSION:

Removal of existing chain-link fence, removal of existing baseball back stop fence; new concrete sidewalk, new landscape area with screening, zip line playground equipment, engineered wood fiber surface for the zip line, new metal canopy 30' x 30' over the concrete plaza, new trees, new shrubs, new sod area, new rock wall, new benches, new trash receptacles, new basketball hoop system, resurface existing basketball court, and a new irrigation system.

PRIOR COUNCIL ACTION:

2023-0397: Horizontal Construction Improvements (January 10, 2024)

AMOUNT AND SOURCE OF FUNDING:

\$721,242.31 funded by CDBG (Provided by DCHD)

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: CID

SECONDARY DEPARTMENT: DCHD

*****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:	March 8, 2024	<input type="checkbox"/>	SCOPE CHANGE
PROJECT:	Task Order #2 - Wainwright Park Improvements II	SOLICITATION NO.	2023-0397 - #2K	<input checked="" type="checkbox"/>	CONSTRUCTION CHANGE
Original Contract Amount:	\$721,242.31	Contract Time to Substantial Completion	210		
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:	\$721,242.31	New Contract Time to Substantial Completion:	210		
New Amended Contract Amount:	\$721,242.31	Current Substantial Completion Due Date	November 4, 2024		
Change Order Percentage:	0.00%				

CONTRACTOR NAME: Keystone GC, LLC CDBG

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 Wainwright Park Phase II 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

Wainwright Park Phase II: Project Improvements

The contractor is to provide all labor, material, and equipment for the removal of existing chain-link fence, removal of existing baseball back stop fence; new concrete sidewalk, new landscape area with screening, zip line playground equipment, engineered wood fiber surface for the zip line, new metal canopy 30' x 30' over the concrete plaza, new trees, new shrubs, new sod area, new rock wall, new benches, new trash receptacles, new basketball hoop system, resurface existing basketball court, and a new irrigation system.

Cost/item breakdown for project

Cost/item breakdown is included in Appendix A

Wainwright Park Phase II's Construction Documents & Specifications are included in Appendix B

Cost: \$721,242.31

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 210 TOTAL CHANGE ORDER AMOUNT: \$721,242.31

CONTRACTOR

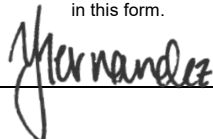
I, Francisco Guillen, of Keystone GC, LLC. agree and accept the terms and conditions of this change order.

Signature: 

Date: 3.12.2024

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: 
Yvette Hernandez

Date: 3/12/2024

CONSTRUCTION CHANGE ORDER NO.:		1	DATE:		March 8, 2024	<input type="checkbox"/>	SCOPE CHANGE
PROJECT:		Task Order #2 - Wainwright Park Improvements II		SOLICITATION #	2023-0397 - #2K	<input checked="" type="checkbox"/>	CONSTRUCTION CHANGE
Purchase Order No.		TBD					

[illegible]

653



WORK PROPOSAL

PROPOSAL SUBMITTED TO: The City of El Paso
STREET 218 N. Campbell Street, 2nd Floor
CITY, STATE AND ZIP CODE El Paso, Texas 799012

DATE SENT: March 6, 2024	PROPOSAL NO.: PR24-15
ATTENTION: Monica Humphrey	
JOB LOCATIONS 4551-4501 Lawrence Ave, El Paso, TX 79904	
JOB NAME Wainwright Park Phase II Improvements	
PHONE (915)979-7914	FAX/ EMAIL humphreymh@elpasotexas.gov

DESCRIPTION OF WORK:

We propose to furnish all labor, material, and equipment necessary for the following work, as per plans and specifications by Moreno Cardenas Inc. dated October 2019, 2023:

Demolition

- Remove existing perimetral chain-link fence.
- Remove existing baseball back stop fence.
- Demo existing sidewalks.
- Remove existing curb (portion at the entrance)
- Load and haul off spoils from premises.

SWP3

- Install and remove Silt Fence
- Construction Entrance
- Concrete wash pit

Earthwork

- Provide and install silt fence.
- Clearing of topsoil layer
- Subgrade preparation and compaction
- Load and haul off dirt from the premises.
- Remove silt fence.

Site Concrete

- Subgrade preparation for the new sidewalks.
- Fine grading.
- 4" thick sidewalk reinforced with wire mesh.
- 6" thick concrete entrance reinforced with rebar.
- Footing excavation and trim bottom of the footing
- Formwork.
- Provide and install footing reinforcement.
- Concrete pads for benches and trash receptacles.
- Apply curing compound on sidewalks.
- Foundation for steel canopy and for zipline

Rockwall

- 6-ft high rockwall 12" thick
- 2-ft high garden rockwall 12" thick with a concrete cap

Park Furnishings

- Provide and install 1 – 34' length Zipline, model ZipKrooz 34'.
- Provide and install 1 – 30' steel canopy, model Charleston Shelter, HR-36 roof, 4:12 roof pitch, 24 Ga Trim Fascia, 9' Eave Height, 6 Columns, 4 Solar Lights, SM, (Standard Colors Only)
- Provide and install 2 – 32-gal steel receptacle, bonnet cover side deposit.
- Provide and install 5 – 6-ft bench, steel, surface mount.
- Furnish and install 2 – 48" Collapsible Bollards.
- Provide and install Natural Woodchips, 8" depth, including filter fabric.

Irrigation and Landscape

- Provide and install irrigation system as per plans.
- Preserve, protect, and fill areas as needed as shown on plans.
- Provide and install Bermuda sod, trees, and shrubs as per plans.
- Apply herbicide to rock areas.
- Provide and install Desert Tan Screening, 3" depth, including filter fabric.
- Provide and install 4"-6" Padre Canyon Rock Mulch with 25% of 1-1/2" Padre Canyon Rock Mulch, 6" depth, including filter fabric.
- Provide and install Engineered Wood Fibers, 12" depth, including filter fabric.
- Provide and install 6"-8" loose rock Rip-Rap, 12" depth.

Basketball goals and Court

- Provide and install 2 basketball truss post gooseneck 4-1/2" O.D. with 3-1/2" gusset, 6' offset and 2-3/8" Truss Galvanized.
- Provide and install 2 - 36"x54" fan backboards; heavy duty cast aluminum; White w/target and Perimeter.
- Provide and install 2 breakaway extra Heavy-Duty double rims with universal mount plate.
- Provide and install 2 chain nets.
- Clean concrete slab.
- Apply SealMaster adhesion promoter.
- Apply one coat of SealMaster acrylic resurfacer.
- Apply two coats of Sport Master neutral concentrate with color.
- Basketball court striping as per plans.

Sub-Total..... \$ 710,635.95

Payment & Performance Bonds..... \$ 10,606.36

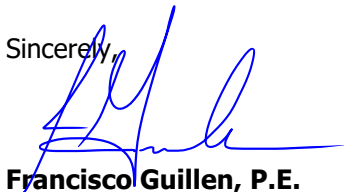
Total Estimate \$ 721,242.31

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.net

Cost Estimate Report

Date: 03/06/2024

PR24-15 Wainwright Park Improvements

Year 2024

Unit Detail Report by WBS

Prepared By: Francisco Guillen

KEYSTONE

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Category: PR24-15 Wainwright Park Improvements Phase II > Demolition					
024113175200	Demolish, remove pavement & curb, remove concrete, mesh reinforced, to 6" thick, hydraulic hammer, excludes hauling and disposal fees	92.00	S.Y.	\$20.72	\$1,906.24
024113176000	Demolish, remove pavement & curb, remove concrete curbs, plain, excludes hauling and disposal fees	22.00	L.F.	\$6.76	\$148.72
024113620200	Selective demolition, chain link fences & gates, gates, 10'-12' width	1.00	Ea.	\$152.09	\$152.09
024113620675	Selective demolition, chain link fences & gates, fence, 12' high	1,024.00	L.F.	\$6.04	\$6,184.96
024113940200	Selective demolition, athletic screening, basketball goal, single	2.00	Ea.	\$404.71	\$809.42
024119193080	Selective demolition, rubbish handling, loading & trucking, machine loading truck, includes 2 mile haul, cost to be added to demolition cost	16.00	C.Y.	\$31.64	\$506.24
312323201656	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 30 min load/wait/unload, 12 C.Y. truck, cycle 10 miles, 30 MPH, excludes loading equipment	16.00	L.C.Y.	\$17.74	\$283.84
Category: PR24-15 Wainwright Park Improvements Phase II > Demolition Subtotal					\$9,991.51
Category: PR24-15 Wainwright Park Improvements Phase II > Earthwork					
024119193080	Selective demolition, rubbish handling, loading & trucking, machine loading truck, includes 2 mile haul, cost to be added to demolition cost	850.00	C.Y.	\$31.64	\$26,894.00
311413231550	Topsoil stripping and stockpiling, loam or topsoil, remove and stockpile on site, by dozer,1,101-4,000 S.Y., 6" deep, 200' haul	7,085.00	S.Y.	\$0.72	\$5,101.20
Category: PR24-15 Wainwright Park Improvements Phase II > Earthwork Subtotal					\$31,995.20
Category: PR24-15 Wainwright Park Improvements Phase II > Site Concrete					
031113653000	C.I.P. concrete forms, slab on grade, edge, wood, to 6" high, 4 use, includes erecting, bracing, stripping and cleaning	1,580.00	L.F.	\$3.60	\$5,688.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
032111600602	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	270.00	Lb.	\$1.57	\$423.90
032211100300	Welded wire fabric, plain, sheets, 6 x 6 - W2.9 x W2.9 (6 x 6) 42 lb./C.S.F., ASTM A185, incl labor for accessories, excl material for accessories	45.18	C.S.F.	\$129.80	\$5,864.36
033923130300	Concrete surface treatment, curing, sprayed membrane compound	49.53	C.S.F.	\$24.18	\$1,197.64
312216101100	Fine grading, fine grade for slab on grade, machine	550.00	S.Y.	\$2.69	\$1,479.50
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	4,518.00	S.F.	\$6.92	\$31,264.56
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	380.00	S.F.	\$8.87	\$3,370.60
321613130435	Cast-in place concrete curbs & gutters, straight, wood forms, 0.066 C.Y. per LF, 6" high curb, 6" thick gutter, 30" wide, includes concrete	22.00	L.F.	\$37.63	\$827.86
Category: PR24-15 Wainwright Park Improvements Phase II > Site Concrete Subtotal					\$50,116.42
Category: PR24-15 Wainwright Park Improvements Phase II > Rockwall					
323253100300	Stone retaining walls, decorative random stone, to 6' high, 1'-6" thick, mortar set, includes excavation, concrete footing and stone, 3' below grade Price is exposed face area	852.00	S.F.	\$136.82	\$116,570.64
Category: PR24-15 Wainwright Park Improvements Phase II > Rockwall Subtotal					\$116,570.64
Category: PR24-15 Wainwright Park Improvements Phase II > SWPPP					
030513250850	Aggregate, crushed bank gravel, loaded at the pit, prices per C.Y., includes material only	19.00	C.Y.	\$14.56	\$276.64
312316130050	Excavating, trench or continuous footing, common earth, 3/8 C.Y. excavator, 1' to 4' deep, excludes sheeting or dewatering	19.00	B.C.Y.	\$12.18	\$231.42
312514160060	Synthetic erosion control, polyethylene, 3 dimensional geomatrix, 50 mil thick	100.00	S.Y.	\$7.87	\$787.00
312514161000	Synthetic erosion control, silt fence, install and remove, 3' high	591.00	L.F.	\$4.54	\$2,683.14
Category: PR24-15 Wainwright Park Improvements Phase II > SWPPP Subtotal					\$3,978.20
Category: PR24-15 Wainwright Park Improvements Phase II > Playground and Site Furnishings					
321816130201	Playground protective surfacing, wood mulch, 12" deep. Includes installation.	2,200.00	S.F.	\$3.63	\$7,986.00
323343130101	6' BENCH, STEEL, SURFACE MOUNT	5.00	Ea.	\$2,910.16	\$14,550.80
323343130102	32-GALLON STEEL RECEPTACLE, BONNET COVER SIDE DEPOSIT	2.00	Ea.	\$3,015.56	\$6,031.12
323343130103	30' Charleston Shelter, HR-36 roof, 4:12 roof pitch, 24 Ga Trim Fascia, 9' Eave Height, 6 Columns, 4 Solar Lights, SM, (Standard Colors Only)	1.00	Ea.	\$75,891.00	\$75,891.00
323343130104	ZipKrooz 34' Steel Posts (Zipline)	1.00	Ea.	\$23,478.00	\$23,478.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
347113172700	Security vehicle barriers, pipe bollards, steel, concrete filled/painted, 8' L x 4' D hole, 8" diam.	2.00	Ea.	\$1,759.00	\$3,518.00
Category: PR24-15 Wainwright Park Improvements Phase II > Playground and Site Furnishings Subtotal					\$131,454.92
Category: PR24-15 Wainwright Park Improvements Phase II > Irrigation					
221113741870	Pipe, plastic, PVC, 3/4" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	27.58	L.F.	\$17.49	\$482.37
221113741880	Pipe, plastic, PVC, 1" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	210.44	L.F.	\$18.25	\$3,840.53
221113741890	Pipe, plastic, PVC, 1-1/4" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	92.51	L.F.	\$22.32	\$2,064.82
221113741900	Pipe, plastic, PVC, 1-1/2" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	83.72	L.F.	\$24.83	\$2,078.77
221113741910	Pipe, plastic, PVC, 2" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	341.63	L.F.	\$27.38	\$9,353.83
221113741920	Pipe, plastic, PVC, 2-1/2" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	281.87	L.F.	\$31.36	\$8,839.44
221113741930	Pipe, plastic, PVC, 3" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	474.83	L.F.	\$37.09	\$17,611.44
221113762310	Elbow, 45 Deg., plastic, PVC, socket joint, 2", schedule 80	11.00	Ea.	\$61.67	\$678.37
221113762470	Tee, plastic, PVC, socket joint, 3", schedule 80	7.00	Ea.	\$131.88	\$923.16
221113765250	Tee, plastic, PVC, sanitary, socket joint, 1-1/4", type DWV, schedule 40	30.00	Ea.	\$95.90	\$2,877.00
221113765255	Tee, plastic, PVC, sanitary, socket joint, 2", type DWV, schedule 40	2.00	Ea.	\$81.40	\$162.80
221113767410	Flange, plastic, PVC, slip-on, 3", schedule 80, excludes gasket and bolt set	7.00	Ea.	\$77.12	\$539.84
260533139360	PVC conduit, field bends, 45 Deg. to 90 Deg., 1" diameter	60.00	Ea.	\$8.83	\$529.80
260533139410	PVC conduit, field bends, 45 Deg. to 90 Deg., 3" diameter	7.00	Ea.	\$23.74	\$166.18
328423101120	Underground sprinklers irrigation system, for lawns, impact full/part circle sprinklers, spaced 37' - 49' @ 25-50 psi, excludes piping, excavation and backfill	30.00	Ea.	\$54.16	\$1,624.80
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.	\$88.84	\$266.52
328423101320	Underground sprinklers irrigation system, for lawns, electric remote control valve, plastic, 1-1/2", 5-30 GPM, 15-125 psi, excludes piping, excavation and backfill	2.00	Ea.	\$189.49	\$378.98
328423101330	Underground sprinklers irrigation system, for lawns, electric remote control valve, plastic, 2", 5-30 GPM, 15-125 psi, excludes piping, excavation and backfill	2.00	Ea.	\$238.71	\$477.42
328423101380	Underground sprinklers irrigation system, for lawns, controller valve boxes, 12" square box, excludes piping, excavation and backfill	7.00	Ea.	\$173.02	\$1,211.14

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Category: PR24-15 Wainwright Park Improvements Phase II > Irrigation Subtotal					\$54,107.21
Category: PR24-15 Wainwright Park Improvements Phase II > Landscaping					
313116133100	Chemical termite control, herbicide, earthwork, application from truck	2,570.22	S.Y.	\$0.27	\$693.96
329113161050	Soil preparation, mulching, filter fabric weed barrier	2,570.22	S.Y.	\$1.13	\$2,904.35
329113233850	Soil preparation, structural soil mixing, spread conditioned topsoil, 6" deep, 300 HP dozer	0.23	M.S.F.	\$503.04	\$115.70
329113233855	Swales	2.00	Ea.	\$4,000.00	\$8,000.00
329221300705	4-6" Padre Canyon RockMulch Mix with 25% 1-1/2" padre canyon rock mulch, 6" depth with GCI 500 series filter fabric	7,995.00	S.F.	\$2.50	\$19,987.50
329223100022	Desert Tan Screening	15,137.00	S.F.	\$1.35	\$20,434.95
329223100700	Sodding, bluegrass sod, on sloped ground, 1 inch, 1,000 S.F.	25.78	M.S.F.	\$1,251.42	\$32,261.61
329333100621	Shrubs and trees, evergreen, in prepared beds, juniper, wiltoni, B&B, 15" - 18", in prepared beds (Damianita, Texas Ranger, Pink Muhly, Deer Grass, Cleveland Sage & Feathery Cassia)	222.00	Ea.	\$45.00	\$9,990.00
329333100622	Shrubs and trees, evergreen, in prepared beds, juniper, wiltoni, B&B, 15" - 18", in prepared beds (Red Bird of Paradise, Red Yucca & Yellow Yuca)	154.00	Ea.	\$65.00	\$10,010.00
329333100623	Shrubs and trees, evergreen, in prepared beds, juniper, wiltoni, B&B, 15" - 18", in prepared beds (Powis Castle & Purple Ice Plant)	108.00	Ea.	\$20.00	\$2,160.00
329343200101	Deciduous trees, ash, balled & burlapped (B&B), 2" caliper, in prepared beds	25.00	Ea.	\$475.00	\$11,875.00
Category: PR24-15 Wainwright Park Improvements Phase II > Landscaping Subtotal					\$118,433.07
Category: PR24-15 Wainwright Park Improvements Phase II > Basketball Court					
321823531100	Tennis court surfacing, colored sealer, acrylic emulsion, 3 coats, two colors	660.00	S.Y.	\$11.99	\$7,913.40
321823531200	Tennis court surfacing, colored sealer, acrylic emulsion, for preparing old courts, add	660.00	S.Y.	\$0.49	\$323.40
321823532000	Tennis court surfacing, paint markings on asphalt, 2 coats	1.00	Court	\$498.76	\$498.76
323113330300	Backstops, basketball, steel, single goal, with pole	2.00	Ea.	\$6,693.00	\$13,386.00
Category: PR24-15 Wainwright Park Improvements Phase II > Basketball Court Subtotal					\$22,121.56

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					\$538,768.73
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$538,768.73
General Conditions				0.00%	\$0.00
Subtotal					\$538,768.73
General Contractor's Overhead and Profit				31.90%	\$171,867.22
Grand Total					\$710,635.95

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 #: 24-396, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Community and Human Development, Nicole Ferrini, (915) 212-1659

AGENDA LANGUAGE:

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

Discussion and action to approve the appropriation of \$3,000,000.00 from the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) portion of the grant funds. These funds are designated to support services addressing Community Vulnerability, including but not limited to Housing, Homelessness, Family Stability, Household Stability and administrative expenses associated with the implementation of equity and diversity in response to the COVID-19 public health crisis.

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

AGENDA DATE: 3/26/2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, 915-212-1659

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL: 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

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

Action to approve the appropriation of \$3,000,000 from the CSLFRF portion of the grant funds. These funds are designated to support services addressing Community Vulnerability, including but not limited to Housing, Homelessness, Family Stability, Household Stability, and administrative expenses associated with the implementation of equity and diversity in response to the COVID-19 public health crisis.

BACKGROUND / DISCUSSION:

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

The Department of Community and Human Development (DCHD) was awarded \$12,000,000 in ARPA funds, of which \$9,000,000 was previously appropriated by the Council in January 2022. In May of 2022, DCHD informed the council that the final allocation of the \$3,000,000 would be determined after the results of the Community Needs Assessment were finalized.

PRIOR COUNCIL ACTION:

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

City Council approved the appropriation of \$9,000,000 of the grant funds from the American Rescue Plan Act (ARPA) funds to fund services addressing Community Vulnerability on January 31, 2022.

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?

This will be funded with American Rescue Plan Act (ARPA) funds previously allocated for Community and Human Development.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Department of Community + Human Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



Abraham Gutierrez for Nicole Ferrini

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

RESOLUTION

WHEREAS, on March 13, 2020 the President of the United States declared a national emergency, Governor of the State of Texas declared a state of disaster, and the Mayor of the City of El Paso declared a local state of disaster in relation to Coronavirus Disease 19 (COVID-19); and

WHEREAS, on March 17, 2020 City Council issued an Emergency Ordinance Instituting Emergency Measures due to a Public Health Emergency (“Emergency Ordinance”); and

WHEREAS, on March 11, 2021, the federal government enacted the American Rescue Plan Act (“ARPA”) which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (“CSLFRF”); and

WHEREAS, the City of El Paso (“City”) is a recipient of ARPA grant in the amount of \$154,365,135 from the fund to be received in two tranches, with the first received on May 12, 2021 in the amount of \$77,172,567.50, and the second half of equal value is expected to be received on or about May 12, 2022; and

WHEREAS, on January 31, 2022 the City Council appropriated \$9,000,000 of the grant funds from the CSLFRF to fund services addressing Community Vulnerability: Homelessness and Family Stability in response to the COVID-19 public health crisis; and

WHEREAS, the City Council desires to appropriate the ARPA grant funds in accordance with the requirements stipulated in the U.S. Department of Treasury’s Final Rule (“Final Rule”).

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

THAT, as the recipient of ARPA grant funds in the above stated amounts, approves the appropriation of \$3,000,000 of the grant funds from the CSLFRF to fund services addressing Community Vulnerability, including but not limited to Housing, Homelessness, Family Stability, and Household Stability as well as to fund the City’s administrative expenses incurred in the provision of services to effectively address community vulnerability, including but not limited to diversity and equity, as a response to the COVID-19 public health crisis and as allowed by the American Rescue Plan Act and federal guidelines in the Final Rule.

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 American Rescue Plan Act (“ARPA”) grant funds are properly expended in accordance with the requirements stipulated by the American Rescue Plan Act and federal guidelines in the Final Rule.

(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:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Abraham Gutierrez
for Nicole Ferrini
Nicole Ferrini
Climate & Sustainability Officer
Community and Human Development

ARPA Recommended Budget

Services	Project Description	Recommended FY 25	Recommended FY 26	Total
Emergency Shelter	Homeless individuals will receive access to a suitable living environment through the availability of decent transitional housing, including nutritious meals, clothing, and other services as well as assistance locating and obtaining suitable affordable housing.	\$370,000.00	\$700,000.00	\$1,070,000.00
Rapid Rehousing	This project will address housing, homelessness, and mental health by providing case management and rapid rehousing service in the form of short- and medium-term rental assistance for homeless individuals.	\$410,000.00	\$0.00	\$410,000.00
Homeless Prevention	This project will address housing, homelessness, and mental health by providing case management and short- and medium-term rental assistance for those at risk of becoming individuals.	\$720,000.00	\$0.00	\$720,000.00
Street Outreach	This project will address housing, homelessness, and mental health by providing street outreach to individuals experiencing homelessness.	\$350,000.00	\$0.00	\$350,000.00
Resource Navigation	Navigators will assist households in identifying and accessing programs and services that help build their resiliency and self-sufficiency. Navigators serve as a one-stop information and referral resource to the many programs available in our community helping to address housing instability, food insecurity, health care assistance, employment and job certification programs, etc.	\$400,000.00	\$0.00	\$400,000.00
Administration	An equity auditor will be consulted to ensure the services provided by CHD are provided with equity and diversity in mind.	\$50,000.00		\$50,000.00
Total		\$2,300,000.00	\$700,000.00	\$3,000,000.00