

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

April 09, 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: 929-180-757#

AND

**AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY**

April 8, 2024

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 625-940-22#

Notice is hereby given that an Agenda Review Meeting will be conducted on April 8, 2024 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on April 9, 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, April 8, 2024 Conference ID: 625-940-22#

Regular Council Meeting, April 9, 2024 Conference ID: 929-180-757#

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

For Call to the Public:

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

To Speak on Agenda Items:

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

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN ROBERT HEMPHILL, JR. PH.D.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Occupational Therapy Month

Sexual Assault Awareness Month

National Public Safety Telecommunicators Week

Patti Diaz Day

Earth Day Celebration Month

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of the minutes of the Regular City Council Meeting of March 26, 2024, the Agenda Review Meeting of March 25, 2024, and the Work Session of March 25, 2024. [24-503](#)

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 [24-53](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution that the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as: [24-497](#)

A portion of Lot 14 and 15, Block 3, Unit 5, El Paso International Airport Tracts replat of Unit 5, El Paso County, Texas.

District 3

Airport, Sam Rodriguez, (915) 212-7301

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

4. 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. [POSTPONED FROM 03-26-2024] [24-402](#)

All Districts

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

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

5. That the City Manager or his designee be authorized to submit a grant application to the Public Safety Office of the State of Texas, grant application [24-473](#)

number 3060709 for the City of El Paso Police Department project identified as “West Texas Anti-Gang Center” to provide financial assistance to the City of El Paso. Requesting \$2,808,349.15. No cash match is required. The grant period will be from September 1, 2024 - August 31, 2025.

All Districts

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

6. A Resolution that the City Manager be authorized to sign Amendment No. 1 to the Articles of Agreement between the City of El Paso and the El Paso Municipal Police Officers’ Association (“EPMPOA”) for the contract period covering September 1, 2023 through August 31, 2027.

[24-502](#)

All Districts

Police, Chief Peter Pacillas, (915) 212-4000

Goal 3: Promote the Visual Image of El Paso

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

[24-474](#)

Districts 2, 3, 4, 8

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

8. That the Planning and Inspection Liens on the attachment posted with this agenda be approved. (See Attachment B)

[24-421](#)

Districts 7 and 8

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

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

9. That the closure of rights-of-way within the City of El Paso for the IM Novelties Texas Pop Up show from 3:00 p.m. to 10:00 p.m. on Saturday May 4, 2024, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for portions of Texas Avenue between Mesa and Stanton Street upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA 30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV24-00010).

[24-485](#)

District 8

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

Planning and Inspections, Armida Martinez, (915) 212-1605

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 Transportation Alternatives Set-Aside Program TA23 Connected Bike Lanes project which has an estimated total project cost of \$1,934,910.82 of which the estimated local government participation amount is \$0.00 plus any cost overruns. 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. [24-477](#)

Districts 3, 5, 6, 7

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 design and construction of the highway improvement project generally described as HSIP-Install Raised Median-McCombs Street from Woodrow Bean Transmountain to Railroad Drive, which has an estimated total project cost of \$478,241.00 of which the estimated local government participation amount is estimated at \$45,847.00 plus any cost overruns. 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. [24-490](#)

District 4

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

12. 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 design and construction of the highway improvement project generally described as HSIP- Install Traffic Signal -Yarbrough Drive at San Paulo Drive, which has an estimated total project cost of \$476,902.76 of which the estimated local government participation amount is estimated at \$45,128.00 plus any cost overruns. 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. [24-491](#)

Districts 3, 7

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

13. 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 design and construction of the Surface Transportation Program grant improvements project generally described as Reconstruct Existing Roadway on Sun Valley Street (from Gateway Boulevard North to Kenworthy Street) for a total estimated project cost of \$6,176,887.08 of which the estimated local government participation amount is estimated at \$477,807.66 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry [24-492](#)

out the obligations of the City under this agreement.

District 4

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

14. 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 design and construction of the Congestion Mitigation and Air Quality Program grant improvements to Sunland Park Dr. Shared Use Path from Cadiz Street to SH20/Mesa Street for a total estimated project cost of \$5,292,041.20 of which the estimated local government participation amount is estimated at \$412,571.36 plus any cost overruns. 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.

[24-493](#)

District 8

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

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

15. Brandon Carrillo to the City Plan Commission by Representative Chris Canales, District 8.

[24-511](#)

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

16. Veronica Carrillo to the Fair Housing Task Force by Representative Chris Canales, District 8.

[24-519](#)

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

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

17. Audrey Gutierrez to the Zoning Board of Adjustment by Representative Isabel Salcido, District 5.

[24-505](#)

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

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

18. Ofelia Mletzko to the Museums and Cultural Affairs Advisory Board by Representative Henry Rivera, District 7. [POSTPONED FROM 03-26-2024]

[24-460](#)

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

19. A refund to Aztec Contractors, Inc., in the amount of \$11,136.68 for an overpayment made on February 1, 2024 of 2023 taxes, Geo. # 1113-999-1167-1634. 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.

[24-495](#)

All Districts

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

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

20. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Art Fierro in the amount of \$1,000 from Richard Aguilar, \$1,000 from Robert L. Bowling IV and \$1,000 from Robert and Paige Bowling.

[24-517](#)

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

21. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cassandra Hernandez in the amounts of \$500 from Norma and Ricardo Chavez, \$1,000 from Manuel Moreno, \$1,200 from Raquel Hernandez, \$1,000 from Heidi Avedician, and \$500 from Javier Camacho.

[24-522](#)

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

22. Discussion and action to approve a Resolution to recognize April 9, 2024 as El Paso Commission for Women Hall of Fame Honorees Day and their efforts in civic leadership.

[24-518](#)

All Districts

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

Goal 8: Nurture and Promote a Healthy, Sustainable Community

23. Presentation and discussion on El Paso Animal Services Animal Protection Officers.

[24-469](#)

All Districts

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

CALL TO THE PUBLIC – PUBLIC COMMENT:

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

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 929-180-757#

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

24. An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.120 (Special Privilege Licenses and Permits) to add new uses for the Sidewalk Cafe and Parking Parklet Programs and adopt the Right-Of-Way Cafe Design Guidelines. The penalty is as provided in Section 15.08.125.

[24-489](#)

All Districts

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

PUBLIC HEARING WILL BE HELD ON APRIL 23, 2024

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

[24-499](#)

District 8

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

PUBLIC HEARING WILL BE HELD ON APRIL 23, 2024

26. An Ordinance amending Ordinance No. 016528 to modify requirements for membership on the Board of Directors of the Tax Reinvestment Zone Number Five, City of El Paso, Texas.

[24-500](#)

District 8

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

PUBLIC HEARING WILL BE HELD ON APRIL 23, 2024

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

27. An Ordinance Amending Title 9 (Health and Safety) Chapter 9.85 (Emergency and Transfer Ambulance Services), Section 9.85.060 (Franchise - Application - Contents) To add a process for Denial of Franchise application; Section 9.85.070 (Franchise - Application; Review; Hearing) To add factors considered for Public convenience and necessity; Section 9.85.130 (Violation - Penalty) To move to Section 9.85.140 and be replaced with (Suspension; Revocation: Appeal) Giving Due Process after suspension or revocation, of the El Paso City Code.

[24-471](#)

All Districts

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

PUBLIC HEARING WILL BE HELD ON APRIL 23, 2024

Goal 3: Promote the Visual Image of El Paso

28. An Ordinance amending the Future Land Use Map (FLUM) contained in "*Plan El Paso*" for the properties legally described as a portion of Tract 12-B, Block 24, Socorro Grant, City of El Paso, El Paso County, Texas, from O-1, Preserve to G-7, Industrial and/or Railyards.

[24-484](#)

Subject Property: South of Winn Rd. and East of Southside Rd.
Applicant: City of El Paso - El Paso Water, PLCP24-00001

District 7

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

Planning and Inspections, Nina Rodriguez, (915) 212-1561

PUBLIC HEARING WILL BE HELD ON MAY 7, 2024

29. An Ordinance changing the zoning of a portion of Tract 12-B, Block 24, Socorro Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to M-1 (Light Manufacturing), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[24-480](#)

The proposed rezoning request is based on the proposed Comprehensive Plan and Future Land Use Map (FLUM) amendment (PLCP24-00001) request of *Plan El Paso*, the City's adopted comprehensive plan.

Subject Property: South of Winn Rd. and East of Southside Rd.
Applicant: City of El Paso - El Paso Water, PZRZ23-00012

District 7

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

PUBLIC HEARING WILL BE HELD ON MAY 7, 2024

30. An Ordinance restating a Special Privilege License granted to the County of El Paso by Ordinance 019432 that authorized the construction, installation, future maintenance, use and repair of 540 linear feet of all necessary, desirable, subsurface wires, cables, underground conduit, manholes or other related infrastructure. Additionally, this ordinance will allow for the expansion of the infrastructure to include an additional 635 linear feet of 3" conduit for fiber optic cable and the addition of one more manhole for a term of five (5) years with two (2) renewable five (5) year terms.

[24-482](#)

Location: generally, along a portion of Ochoa Street, First Avenue and South Florence Street
Applicant: County of El Paso, PSPN23-00008

District 8

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

PUBLIC HEARING WILL BE HELD ON APRIL 23, 2024

31. An Ordinance granting Special Permit No. PZST23-00009, to allow for Infill Development with a reduction in rear yard setback and side street yard setback and 85% parking reduction on the property described as a portion of Lots 14, 15, and 16, Block 118, Supplemental Map No. 1 of East El Paso Addition, 1205 N. Copia Street, City of El Paso, El Paso County, Texas, Pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code.

[24-486](#)

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

Subject Property: 1205 N. Copia
Applicant: Victor Robles, PZST23-00009

District 2

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

PUBLIC HEARING WILL BE HELD ON MAY 7, 2024

32. An Ordinance changing the zoning of the property described as Tracts 407 and 408, Sunrise Acres #1, 8935 Mercury Street, City of El Paso, El Paso County, Texas from R-4 (Residential) to S-D (Special Development), pursuant to Section 20.10.360 and approving a detailed site development plan with reduction to side yard setback pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a single-family dwelling and a triplex 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.

[24-487](#)

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: 8935 Mercury Street
Applicant: Gary L. Herman and Shawn M. Schulz, PZRZ23-00026

District 2

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

PUBLIC HEARING WILL BE HELD ON MAY 7, 2024

33. An Ordinance changing the zoning of a portion of Tracts 63 and 64, Cinecue Park Subdivision, 471 Fresno Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to R-3 (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[24-488](#)

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: 471 Fresno Drive
Applicant: Jose Angel Avila and Jacqueline Avila, PZRZ23-00030

District 7

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

PUBLIC HEARING WILL BE HELD ON MAY 7, 2024

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

34. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), to amend Section 2.92.020 Definition of Candidate and 2.92.080(E) to

[24-507](#)

include a requirement for candidates to provide notice of contributions of \$500 or more for notation on the City Council Agenda in the same manner as Members of City Council.

All Districts

City Attorney's Office, Karla M. Nieman, (915) 212-0049

PUBLIC HEARING WILL BE HELD ON APRIL 23, 2024

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

35. Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Consor Engineers, LLC, a Florida, USA, Foreign Limited Liability Company authorized to transact business in Texas, for a project known as "PROJECT MANAGEMENT SERVICES FOR THE EL PASO PUBLIC SAFETY AND FIRE DEPARTMENT HEADQUARTERS & MAINTENANCE AND LOGISTICS CENTER PROJECT" for an amount not to exceed \$3,654,641.62; And that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$3,754,641.62; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

[24-433](#)

All Districts

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

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

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

[24-333](#)

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

District 6

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

REGULAR AGENDA - OTHER BUSINESS:

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

37. Discussion and action on a Resolution authorizing the City Manager to sign a Contract of Sale with the Board of Trustees of the El Paso Independent School District for the purchase of approximately 13 acres located at 7024 Cielo Vista Drive, El Paso, Texas, for a purchase price of \$4.76 million dollars; and authorizing the City Manager to sign all documents necessary to effectuate the purchase; to use the 2019 Public Safety Bond funds for said purchase; and to effectuate any budget transfer necessary to ensure that the funds are expended in accordance with the bond requirements. [24-476](#)

District 3

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

Goal 3: Promote the Visual Image of El Paso

38. Discussion and action on a Resolution approving an alternative site for the Multipurpose Cultural and Performing Arts Center and directing the Interim City Manager to take necessary steps in preparation and support of the project. [24-215](#)
[POSTPONED FROM 02-13-2024, 03-12-2024, AND 03-26-2024]

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

39. Discussion and action approving a Resolution that the City Council of the City of El Paso supports the tenets of the Supply El Paso Procurement Playbook, attached to the Resolution as Exhibit A, including the creation of the Supply El Paso Board as a collective body comprised of City of El Paso leadership and representatives from other local governmental entities, financial and banking institutions, private agencies, businesses, chambers of commerce, and other key stakeholders that endeavors to bridge gaps between procurement opportunities, support organizations and regional vendors by fostering a strong marketplace for local firms. [24-509](#)

All Districts

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

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

EXECUTIVE SESSION

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in

Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

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

ADJOURN

NOTICE TO THE PUBLIC:

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

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

ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET ON 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 #: 24-503, 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 26, 2024, the Agenda Review Meeting of March 25, 2024, and the Work Session of March 25, 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 26, 2024
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:03 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Joe Molinar, Isabel Salcido, Henry Rivera, and Chris Canales. Late arrivals: Josh Acevedo, Cassandra Hernandez, and Art Fierro at 9:06 a.m. Early departure: Cassandra Hernandez at 11:45 a.m.

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

The Regular City Council meeting was **RECESSED** at 10:16 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 10:55 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, Fierro, Rivera and Canales
NAYS: None

.....
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 March 12, 2024.
.....

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

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

NO ACTION was taken on this item.
.....

CONSENT AGENDA – RESOLUTIONS:
.....

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

3. ***RESOLUTION**
.....

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

That the 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.
.....

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 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.

-
5. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** 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.
-

Goal 3: Promote the Visual Image of El Paso

.....

6. *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 Lot 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.

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

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 Lot S 70 FT OF 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.

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

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.

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

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.

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

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 Lot 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.

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

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.

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

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.

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

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 Lot 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.

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

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 Lot 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.

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

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

8.

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

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)

9.

***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

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

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

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.

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

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.

.....
Goal 8: Nurture and Promote a Healthy, Sustainable Community
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12. ***R E S O L U T I O N**

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.

Ms. Lisa Turner, citizen, commented.

CONSENT AGENDA – BOARD APPOINTMENTS:

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

13. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the board appointment of Ofelia Mletzko to the Museums and Cultural Affairs Advisory Board by Representative Henry Rivera, District 7.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

14. *Motion made, seconded, and unanimously carried to **APPOINT** Donald Brown to the Veterans Affairs Advisory Committee by Representative Art Fierro, District 6.

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:
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)

CONSENT AGENDA – NOTICE FOR NOTATION:

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

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

CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

17. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,500.00 from El Paso Municipal Police Officers Association (EPMPOA).
18. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Robert Bowling.
19. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Randall Bowling.
20. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Dr. Richard Teschner.
21. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Brian Kennedy.
22. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Oscar Leaser.

23. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Rogelio Lopez.

24. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$500.00 from Dr. Max Grossman.

25. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$500.00 from El Paso County Sheriff's Officers Association (EPCSOA).

CONSENT AGENDA – BIDS:

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

26. *RESOLUTION

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

That the City Manager be authorized to sign Contract No. 2024-0151 R Stress Management for the Police Department between the City of El Paso ("City") and Integrity Employee Assistance, Inc., d.b.a. Well Connect 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.

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

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

27. 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.

Representative Kennedy read the resolution into the record.

The following representatives of GiGi's Playhouse, Down Syndrome Achievement Centers commented:

1. Judge Bill Moody
2. Ms. Melissa Moody

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

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

NAYS: None

28.

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!

Representative Rivera read the resolution into the record.

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

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

NAYS: None

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Goal 8: Nurture and Promote a Healthy, Sustainable Community
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29.

R E S O L U T I O N

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.**"

Representative Rivera read the resolution into the record.

Ms. Victoria Colon, Community Engagement Specialist with the Texas Department of Family and Protective Services, commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Molinar

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

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

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

and that the duration of the reading of each submitted letter shall be limited to 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.

Mayor Leeser and Representative Hernandez commented.

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

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

NAYS: Representatives Acevedo, Hernandez, and Canales

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- 31. ITEM:** 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.

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

The following City staff members commented:

- Mr. Sam Rodriguez, Chief Operations Officer
- Mr. Cary Westin, Interim City Manager

NO ACTION was taken on this item.

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32. ITEM: 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.

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

The following El Paso Water and City staff members commented:

- Mr. Rene Leon, EP Water Legislative Liaison
- Mr. Kevin Smith, Planning and Inspections Assistant Director

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

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

NAYS: None

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Goal 6: Set the Standard for Sound Governance and Fiscal Management
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33. 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.

Ms. Lisa Turner, citizen, commented.

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

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

NAYS: None

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Patricia Osmond
3. Ms. Lisa Turner
4. Mr. Ron Comeau
5. Ms. Barbara Valencia
6. Mr. Mark Fierro

REGULAR AGENDA – FIRST READING OF ORDINANCES:

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

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

NAYS: None

Goal 3: Promote the Visual Image of El Paso

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- 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.

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

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- 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, 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

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PUBLIC HEARING WILL BE HELD ON APRIL 23, 2024 FOR ITEMS 34 AND 35

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REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

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- 36.** Motion made by Representative Canales, seconded by Representative Fierro, and unanimously carried to **AWARD** 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 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.

Representative Molinar commented.

Mr. Derek Russell, Senior Procurement Analyst, commented.

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

NAYS: None

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- 37.** Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried to **AWARD** 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.

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

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- 38. ITEM:** 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
Account(s):	452-3400-52140-531100-P5242
Funding Source(s):	Zoo Operating Fund
District(s):	All

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.

1ST MOTION

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

2ND AND FINAL MOTION

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

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

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

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

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

NAYS: None

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REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:
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Goal 3: Promote the Visual Image of El Paso
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40.

ORDINANCE 019605
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The City Clerk read an Ordinance entitled: **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.

Representatives Acevedo and Rivera commented.

Mr. Raul Garcia, Planning and Inspections Program Manager

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

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

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

NAYS: Representative Acevedo

NOT PRESENT FOR THE VOTE: Representative Molinar

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

41.

ORDINANCE 019606

The City Clerk read an Ordinance entitled: **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.

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

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

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

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

NAYS: None

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

42.

ORDINANCE 019607

The City Clerk read an Ordinance entitled: **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.

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

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

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

NAYS: None

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

43.

ORDINANCE 019608

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

Mayor Leeser and Representatives Salcido and Canales commented.

The following City staff members commented:

- Mr. Raul Garcia, Planning and Inspections Program Manager
- Ms. Karla Nieman, City Attorney

Ms. Lisa Turner, citizen, commented.

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

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

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

NAYS: Representative Canales

NOT PRESENT FOR THE VOTE: Representative Hernandez

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

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

Motion duly made by Representative Canales, seconded by Representative Salcido, 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, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

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

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.

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

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

Mayor Leeser and Representative Canales commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

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.

Ms. Adriana Pulecio, International Trade and Business Development Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representative Canales commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

Goal 3: Promote the Visual Image of El Paso

47. *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.

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

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.

Exhibit A
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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

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

- 49. ITEM:** 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.

The following City staff members commented:

- Ms. Yvette Hernandez, City Engineer
- Mr. Cary Westin, Interim City Manager

Ms. Lisa Turner, citizen, commented.

Motion made by Representative Salcido, seconded by Representative Molinar, and unanimously carried to **APPROVE** the item.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez
.....

Goal 8: Nurture and Promote a Healthy, Sustainable Community

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.

Mr. Abraham Gutierrez, Community and Human Development Assistant Director presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representative Canales commented.

The following members of the public commented:

1. Mr. John Martin
2. Ms. Angelica Mata Lindstrom

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez and Fierro

.....

<u>ADJOURN</u>

.....

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 12:47 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez and Fierro

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER



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

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
March 25, 2024
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:01 a.m. Mayor Oscar Leeser was present and presiding. The following Council Members answered roll call: Brian Kennedy, Joe Molinar, Isabel Salcido, Art Fierro, and Henry Rivera. Late arrivals: Cassandra Hernandez at 9:07 a.m., Josh Acevedo and Chris Canales at 9:08 a.m.

The agenda items for the March 26, 2024 Regular City Council Meeting were reviewed.

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

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.

Representative Hernandez questioned the following City staff members:

AGENDA REVIEW MEETING MINUTES MARCH 25, 2024

- Mr. John Scott, Procurement Specialist
- Ms. Nicole Cote, Purchasing and Strategic Sourcing Managing Director

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45. REGULAR AGENDA – OTHER BUSINESS

Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between CITY OF EL PASO (“City”) and 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.

Mayor Leaser questioned the following City staff member:

- Mr. Bill Allen, Economic and International Development Assistant Director

.....

Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 9:19 a.m.

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

NAYS: None

.....

APPROVED AS TO CONTENT:

 Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER



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

CITY COUNCIL WORK SESSION MINUTES
March 25, 2024
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:19 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Art Fierro, Henry Rivera, and Chris Canales.

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AGENDA
.....

ORDINANCE NO. 019603

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

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

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

WHEREAS, in response to potential street releases and partly pursuant to Emergency Ordinance No. 019333, the El Paso City-County Office of Emergency Management ("OEM") reallocated COVID-19 Operations staff to assist as migrant shelter surge staff and created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with NGO capacity; and

WHEREAS, in the Fall of 2022, at least partly pursuant to the authority contained in Emergency Ordinance No. 019333, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operations of the El Paso International Airport ("EPIA") and to ensure that those operations are conducted in compliance with the rules and regulations regarding airports under Title 14 of the Code of Federal Regulations, Chapter 22 of the Texas

Transportation Code, and Title 14 of the El Paso City Code, as well as federal, state, and local health and safety regulations to ensure the health, safety, and welfare of all occupants and travelers making use of EPIA facilities; and

WHEREAS, from time to time during the migration waves, EPIA in recent past, has become saturated with migrants awaiting air travel and has needed to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure its facilities as the demand for air travel increases exponentially; and

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

WHEREAS, at times during the pendency of Emergency Ordinance No. 019333, border officials have barricaded and closed down the Paso del Norte bridge due to a breach of public safety involving hundreds of migrants present on the bridge attributed to rumors about the relaxation of immigration restrictions circulated on social media sites, which has caused significant delays at the international ports-of-entry involving trade; and

WHEREAS, the encampment of large groups of migrants on City rights of way, parks and other City property at one point led to street closures and cessation of the streetcar service and reassignment of City staff required to ensure safety and sanitary conditions in that area; and

WHEREAS, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local non-governmental organizations (“NGOs”) with surge staff, coordination of resources and supplies, and transportation in light of the continued high number of community releases; and

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

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

WHEREAS, the El Paso sector of U.S. Customs and Border Patrol (“CBP”) had 482,095 land border encounters and over 174,000 community releases in the federal fiscal year 2023; and

WHEREAS, for federal fiscal year 2024, the Southwest had 961,735 migrant encounters and

WHEREAS, when the CBP Central Processing Center is over capacity and the NGO space is unavailable, that is when the potential for street releases arises; and

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

WHEREAS, there are significant public safety and security concerns related to the waves of migration, including but not limited to the risk of injury or loss of life with migrants in

El Paso streets with little or no resources on days that reach hot or cold temperatures and the inherent risks that come with increased demand on local shelters; and

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

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

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

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

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

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

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

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

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

Representative Hernandez commented.

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

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

NAYS: None

Mayor Leeser consented to the adoption of the Emergency Ordinance.

**AN EMERGENCY ORDINANCE
EXTENDING A DISASTER DECLARATION DUE TO A
HUMANITARIAN, SECURITY, AND ECONOMIC CRISIS
RESULTING FROM MASS MIGRATION WAVES THROUGH EL PASO**

WHEREAS, on February 26, 2024, City Council did not unanimously vote to pass the Motion to extend Emergency Ordinance No. 019485 renewing the May 1, 2023 migrant crisis Disaster Declaration, which resulted in the automatic repeal of Emergency Ordinance No. 019485 and its related Disaster Declaration ending in accordance with City Charter Section 3.10; and

WHEREAS, in order to address the fact that the conditions prompting issuance of the May 1, 2023 migrant crisis Disaster Declaration persisted, on February 29, 2024, March 7, 2024, March 14, 2024, and March 22, 2024, the Mayor declared a disaster under the authority of §418.108(a) of the Texas Government Code due to the conditions described below; and

WHEREAS, said conditions continue to persist; and

WHEREAS, for federal fiscal year 2024, Southwest migrant encounters are at 961,735; and

WHEREAS, the El Paso sector of Customs and Border Patrol (“CBP”) had 482,095 land border encounters and over 174,000 community releases in federal fiscal year 2023; and

WHEREAS, since 2018 periodic waves of mass migration have arrived to the City acutely overstressing and exceeding the limits of our shelter and transportation networks for weeks or months; and

WHEREAS, upon the migrants’ arrival into the United States, they are held by CBP which processes, sets for hearing and then releases migrants to non-governmental organizations (“NGOs”), the City and County with little to no resources; and

WHEREAS, state and federal infrastructure and support is critical to support efforts led by the City of El Paso Office of Emergency Management (“OEM”) to effectively and safely care for mass groups of migrants entering the City; and

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

WHEREAS, OEM has opened the CRC when the migrant numbers exceeded the local NGO shelter capacity with over 8,700 migrants sheltered in city facilities in 2023; and

WHEREAS, the number of migrants released into the community has been as high as 1,700 in a single day; and

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

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

WHEREAS, there is potential for loss of property for both residents and migrants due to criminal elements that would take advantage of vulnerable migrants; and

WHEREAS, the El Paso International Airport has at times, during the waves of mass migration, become saturated with migrants awaiting air travel and shelter, and the City of El Paso has at times taken measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure, clean and comply with all related legal requirements regarding its facilities as the demand for air travel can increase exponentially; and

WHEREAS, the City of El Paso is home to four of the international ports-of-entry on the U.S.-Mexico border; and

WHEREAS, based on mass migration events in the past including protests and closures of the international bridges, the City has experienced several significant delays at the international ports-of-entry to include trade delays on multiple occasions; and

WHEREAS, the City of El Paso has determined that extraordinary measures must be taken to protect all people in and coming through the City; and

WHEREAS, this document continues the activation of the City's Emergency Management Plans, and therefore reflects the authority of the City of El Paso's OEM in the handling of the local mass migration response and is separate and apart from any authority possessed by any other jurisdiction, including other local, state, or federal agencies.

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

1. That an emergency exists as described in clear and specific terms in the recitals above, which are incorporated herein.
2. That the state of disaster proclaimed for the City of El Paso by the Mayor on March 22, 2024 shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by order of the City Council, whichever is sooner.
3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10 and is effective upon adoption.

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

The following City staff members commented:

- Mr. Mario D'Agostino, Deputy City Manager
- Assistant Fire Chief Jorge Rodriguez

Ms. Ivonne Diaz, citizen, commented.

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

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

NAYS: None

Mayor Leeser consented to the adoption of the Emergency Ordinance.

3. Budget Update - 5 Year Financial Forecast

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

- Ms. Nicole Cote, Office of Management and Budget Managing Director
- Mr. Robert Cortinas, Chief Financial Officer

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

The following City staff members commented:

- Mr. Cary Westin, Interim City Manager
- Mr. Sam Rodriguez, Chief Operations Officer

NO ACTION was taken on this item.

4. Presentation and update by Success Through Technology Education (STTE) Foundation on the organization's FY2023 Annual Report, including a status update on activities during FY2023, use of grant funds, and progress toward performance measures identified by the American Rescue Plan Act (ARPA) Agreement executed on April 11, 2023 between the City of El Paso and Success Through Technology Education (STTE) Foundation.

Mr. Daniel Hanson, Economic and International Development Administrative Division Manager, introduced the item.

Ms. Stephanie Schilling, STTE Foundation Ventures Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

The following Venture's Program Start-up Founders commented:

1. Mr. Marco Vallejo Jr., AizenFlow Co-Founder and CEO
2. Mr. Roland Rios, SEIDE CEO
3. Mr. Jack Loveridge, Panoculum Co-Founder and CEO
4. Mr. Hunt Burdick, Squadpilot Co-Founder and CTO

Mayor Leeser and Representative Hernandez commented.

NO ACTION was taken on this item.

5 Presentation and update from the El Paso Electric Company ("EPE") on its Advanced Metering System ("AMS") deployment plan, AMS surcharge, and Non-Standard (non-AMS) metering service fees.

Mr. Stephen Ian Voglewede, Strategic Partnerships Officer, introduced the item.

The following El Paso Electric representatives presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Daniel Perez, Regional Director of Government Affairs
- Grisel Ramirez, Supervisor of Advanced Metering
- George De La Torre, Corporate Communications Director

Mayor Leaser and Representatives Acevedo, Hernandez, Molinar, Fierro, and Canales commented.

Representative Acevedo verbally disclosed a \$750 campaign contribution from El Paso Electric Employee Political Action Committee (PAC).

NO ACTION was taken on this item.

6.

R E S O L U T I O N

WHEREAS, Section 3.5(A) of the El Paso City Charter, as approved by the voters on November 3, 2015, requires that Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution;

WHEREAS, Section 3.5(A) of the Charter also allows "special meetings and informal work sessions of the Council [to] be called by the Mayor or a majority of the entire Council by giving written notice to the City Clerk";

WHEREAS, on December 1, 2015, Council established the regularly scheduled meetings, and also resolved to call standing Monday City Council Work Sessions;

WHEREAS, Council desires to allow for flexible days for the regular meetings standing Work Sessions for weeks that are affected by holidays or other City closures; and

WHEREAS, on June 20, 2023 the City Council adopted a Resolution to allow one standing Monday City Council Work Session and agenda review meeting per month and;

WHEREAS, City Council desires to return to two Work Session and agenda review meetings per month.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL AS FOLLOWS;

1. STANDING CITY COUNCIL WORK SESSIONS.

Commencing on Monday, April 8, 2024, and continuing every other Monday thereafter, the El Paso City Council shall conduct a standing work session for the purpose of reviewing the agenda prior to the Tuesday Regular City Council Meeting and any other matter which a Council Representative and/or the City Manager determine is appropriate for a Monday City Council Work Session, or Executive Session items as determined appropriate by the City Attorney. However, if there is a City holiday or other closure on such Monday, City Council will conduct the standing work session on Tuesday of that same week.

All City Council Rules and Procedures not expressly modified herein remain in full force and effect.

Mayor Leeser and Representative Canales commented.

The following City staff members commented:

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

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

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

.....
The Work Session was **RECESSED** at 11:41 p.m. for lunch.

The Work Session was **RECONVENED** at 1:00 p.m.

.....
EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 1:00 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items and Item 8 of the agenda:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the Executive Session at 5:14 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

.....
EX1. Claim of Mario Avalos; PL#22-1026-12095 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Fierro, and unanimously carried that the City Attorney's Office be authorized to **DENY** the claim of Mario Avalos, in Matter Number 22-1026-12095, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

.....
EX2. Claim of Patricia Monreal-Polk; Claim-261 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and unanimously carried that the City Attorney's be authorized to **DENY** the claim of Patricia Polk, in Matter Number 261, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

EX3. Claim of Audrea M. Rodriguez; Claim-287 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and unanimously carried that the City Attorney's Office be authorized to **DENY** the claim of Audrea Rodriguez, in Matter Number 287, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

EX4. Claim of Theresa Nicole Fraire; Claim-273 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Fierro, and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be authorized to **DENY** the claim of Theresa Nichole Fraire, in HighQ Matter No. Claim-273, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

EX5. Claim of Leah Garrett on behalf of Wrongful Death of Daniel Thurman; Claim-323 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be authorized to **DENY** the claim of Leah Garrett, in HighQ Matter No. Claim-323, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

EX6. Claim of Desiree Mora; PL #22-1005-11773 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and carried that the City Attorney's Office, in consultation with the City Manager, be authorized to **DENY** the Claim of Ms. Desiree Mora, in Matter Number 22-1005-11773, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

.....
EX7. Luis R. Varela v. City of El Paso; Cause No.2021DCV1549; PL#21-1007-2727 (551.071)

NO ACTION was taken on this item.

.....
EX8. Texas Legislative Special Session 88(4) Senate Bill 4 related to illegal entry or presence in this State (551.071)

NO ACTION was taken on this item.

.....
EX9. Albert Lopez and Lexby Lopez v. City of El Paso; Matter No. 17-1036-1318 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and unanimously carried that the City Attorney's Office, in consultation with the City Manager, to be authorized to **REJECT** Plaintiffs' settlement offer in Albert Lopez and Lexby Lopez v. City of El Paso, Case No. 2017DCV0065, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

.....
EX10. J.A.R. Concrete Bankruptcy; HQ#23-578 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and unanimously carried that the City Attorney's Office, in consultation with the City Manager and City Engineer, be authorized to **TERMINATE** Contract 2022-0377 (Trowbridge Drive Improvements), pursuant to the City of El Paso Construction Contract General Conditions, Sec. 6.9 Right of Owner to Terminate Contract, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

.....
EX11. Application of El Paso Electric Company to Update Its Generation Cost Recovery Rider Related to Newman Unit 6 - PUC#56225; HQ#UTILITY-31 (551.071)

Representative Acevedo verbally disclosed a \$750 campaign contribution from El Paso Electric Employee Political Action Committee (PAC).

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and unanimously carried that the City Attorney in consultation with the City Manager in the Application of El Paso Electric Company to Update Its Generation Cost Recovery Rider Related to Newman Unit 6 filed on February 26, 2024, under the Texas Public Utility Commission, Docket No. 56225 and Matter Number UTILITY-31 be authorized to:

1. **RETAIN** outside counsel and any other necessary consultants as deemed necessary;
2. **FILE** an intervention;

3. **AGREE** to interim rates, but based only on the jurisdictional allocation agreed to in PUC docket number 52195, El Paso Electric Company's last base rate proceeding; and
4. to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

.....
EX12. Application of El Paso Electric Company for Approval of its Texas Electric Vehicle-Ready Pilot Programs and Tariffs - PUC#54614; HQ#UTILITY-2 (551.071)

Representative Acevedo verbally disclosed a \$750 campaign contribution from El Paso Electric Employee Political Action Committee (PAC).

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to file a non-committal statement of position which generally supports programs that enhance Electric Vehicle infrastructure in the City of El Paso while also ensuring costs of such programs are not incurred by customers not using such infrastructure in the Statement of Intent and Application of El Paso Electric Company for Approval of Texas Electric Vehicle-Ready Pilot Programs and Tariffs, filed on January 31, 2023, under the Texas Public Utility Commission, Docket No. 54614, in Matter Number UTILITY-2, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: Representative Canales

.....
EX13. Texas Gas Service Company, a Division of One Gas, Inc.'s Test Year 2023 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the West North Service Area. UTILITY-33 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to hire and retain outside counsel and any other necessary consultants, and to suspend the implementation of the Interim Rate Adjustment for an additional forty-five (45) days after the effective date, as provided by subsection (a) of Section 104.301 of the Texas Utilities Code in the Texas Gas Service – Gas Reliability Infrastructure Program (GRIP) Application for Annual Interim Rate Adjustment, filed on March 8, 2024, in Matter Number UTILITY-33, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

.....
EX14. Discussion regarding the purchase, exchange, lease or value of real property located in Central El Paso, HQ #24-2200 (551.071) (551.072)

NO ACTION was taken on this item.

.....

- EX15.** Discussion regarding the purchase, exchange, lease, or value of real property located in East El Paso, HQ#24- 2201 (551.071) (551.072)

NO ACTION was taken on this item.

-
EX16. Discussion regarding the purchase, exchange, lease, or value of real property located Outside the City Limits of the City of El Paso, HQ#24-2203 (551.071) (551.072)

NO ACTION was taken on this item.

-
EX17. Discussion regarding the purchase, exchange, lease, or value of real property located in El Paso, HQ #24-2276 (551.071) (551.072)

NO ACTION was taken on this item.

-
EX18. Closeout of 2012 License Agreement with the El Paso Zoological Society (551.071)

NO ACTION was taken on this item.

-
EX19. Discussion on potential economic development opportunities in Northwest El Paso HQ#24-2396 (551.072) (551.087)

NO ACTION was taken on this item.

-
EX20. 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.

-
EX21. Discussion on purchase, exchange, lease, or value of real property located in Downtown El Paso Matter No. 16-1040-1083.046 and HQ#23-495 (551.071) (551.072)

NO ACTION was taken on this item.

.....
Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried to **ADJOURN** the meeting at 5:29 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-53, 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 #: 24-497, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution that the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as:

A portion of Lot 14 and 15, Block 3, Unit 5, El Paso International Airport Tracts replat of Unit 5, El Paso County, Texas.

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

DEPARTMENT: Aviation

AGENDA DATE: April 9, 2024

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

DISTRICT(S) AFFECTED: District 3

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

SUBJECT:

A Resolution that the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as:

A portion of Lots 14 and 15, Block 3, Unit 5, El Paso International Airport Tracts replat of Unit 5, El Paso County, Texas

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval for an Underground Electrical and Transformer Pad Easement Agreement for El Paso Electric to enter and erect, relocate, construct, operate, remove, inspect, access and maintain underground electrical system to provide electrical power to the property.

PRIOR COUNCIL ACTION:


N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

for 
Sam Rodriguez, Aviation Director

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as:

A PORTION OF LOTS 14 AND 15, BLOCK 3, UNIT 5, El Paso International Airport Tracts Replat of Unit 5, El Paso County Plat Records.

APPROVED this _____ day of _____ 2024.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

for _____
Samuel Rodriguez, P.E.
Director of Aviation

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**UNDERGROUND ELECTRICAL AND
TRANSFORMER PAD EASEMENT**

For and in consideration of the sum of Zero Dollars No/100 (\$0.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of El Paso (Grantor) grants unto El Paso Electric Company (Grantee), its successors and assigns, the right and privilege to enter and erect, relocate, construct, operate, remove, inspect, access, and maintain an underground electric system consisting of transformers (conventional or pad mount), ducts, conduits, fixtures, manholes, handholes, vaults, and any other usual appurtenances pertaining thereto, and underground crossings with all necessary cables, lines, conduit, wires pertaining thereto, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes for which same is or may hereafter be used, over or under, upon, and along the areas identified in Exhibit "A" attached hereto and incorporated herein for all purposes, said areas being in the following described premises in El Paso, El Paso County, Texas, to wit:

**A PORTION OF LOTS 14 AND 15, BLOCK 3, UNIT 5, EL PASO INTERNATIONAL AIRPORT TRACTS
REPLAT OF UNIT 5, EL PASO COUNTY, TEXAS**

The easement is as depicted in Exhibit "A" |

With the right to trim any trees and flora around said electrical facilities so as to keep the electrical facilities cleared and to do anything proper and necessary to operate and maintain same.

This easement shall be for the term of Grantee's franchise and any extension and renewal thereof by the Grantor. In accepting this easement, Grantee agrees that Grantor shall have the power at any time to require Grantee to remove and abate, at Grantee's expense, any installation or structure that is dangerous to life or property and that Grantor shall have the power at any time to require Grantee to change the route and position of its poles, lines, conduits or other construction at Grantee's expense when the El Paso City Council (the "City Council") shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of public improvements, the construction of private buildings, the construction or use of driveways or under other conditions which the City Council shall find necessary. Provided, however, that Grantee shall be entitled to be paid for its costs and expense of any relocation, raising or lowering of its wires or cables required by Grantor if such expenses or costs are reimbursable or payable to Grantee or Grantor by the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly. Grantor shall use its best reasonable efforts to consult and confer with Grantee before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result reasonably and economically.

In accepting this grant, Grantee agrees that it will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's construction, maintenance or repairs of or to its facilities in and upon such

easement. Grantee shall promptly restore to as good condition as before working thereon, and to the reasonable satisfaction of the Grantor all streets excavated by it. Grantee may, from time to time and as may be required by prudent utility practices in connection with the construction, maintenance, or repair of its facilities, restrict access to or interfere with the use of Grantor's structures(s) or tangible personal property located on or in the vicinity of the easement. In such event, Grantee shall endeavor to provide Grantor reasonable written notice of any such restriction or interference and shall use commercially reasonable efforts to coordinate its activities with Grantor so as to minimize the duration and extent of such restriction or interference. The preceding sentence notwithstanding, certain events or circumstances may occur or arise that require Grantee to take immediate action to address imminent public safety concerns, the integrity of Grantee's facilities or system, or the reliability of service provided by Grantee. Under such or similar exigencies, Grantee shall provide Grantor notice of any restrictions or interference as soon as reasonably practicable, and shall use commercially reasonable efforts to minimize the duration and extent of such restriction or interference. Grantee agrees to call for utility spotting by a third party prior to any excavation by Grantee in the easement.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted. Grantor agrees not to erect permanent structures or obstruct access in, over, or under Grantee's facilities.

Grantor will not be held responsible for any damage to Grantee's underground facilities from excessive erosion due to flood run-off.

Should Grantee abandon the easement, then the easement hereinabove described shall revert to Grantor or its successors and assigns. Such abandonment shall be conclusively presumed following non-use by the Grantee for one year and with use not being resumed within sixty (60) days following receipt of notice of abandonment from Grantor to Grantee, and on such abandonment, Grantee will then execute any and all necessary documents to evidence such abandonment.

Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below.

GRANTOR:
THE CITY OF EL PASO

Cary Westin
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

for _____
Samuel Rodriguez, P.E.
Airport Director

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2024 by
Cary Westin as City Manager of the City of El Paso.

Notary Public in and for
the State of Texas

The above instrument, together with all conditions thereto is hereby accepted on the date entered below.

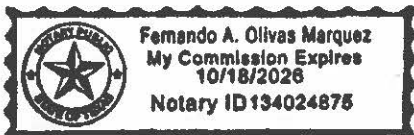
GRANTEE:
EL PASO ELECTRIC COMPANY

By: _____
Printed Name: Aurea D. Garcia
Title: Supervisor – Land Management

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 19th day of March, 2024 by
Aurea D. Garcia as Supervisor - Land Management of El Paso Electric Company, on behalf of the El Paso
Electric Company, a Texas corporation.



Notary Public in and for
the State of Texas

EPIA Addendum to EPEC Easement - FAA

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

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

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix C of Appendix 4]

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

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix D of Appendix 4]

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms —programs or activitiesl to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B. In the event of breach of any of the covenants in this section 3, Grantor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E of Appendix 4]

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

That certain parcel of land, being a portion of the north half of Lot 14, Block 3, of El Paso International Airport Tracts Replat of Unit 5, a subdivision of record in Volume 28, Page 48, Plat Records of El Paso County, Texas, and being more particularly described by Metes and Bounds as follows:

COMMENCING at a brass disk in hand hole found for city monument at the centerline intersection of Boeing Drive and Bonanza Street, said Point of Commencement having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) ground coordinates of N=10,669,249.05, E=413,256.71;

THENCE N 02°03'34" E, with the centerline of said Bonanza Street, a distance of 344.00 feet (record: N 02°07'19" E);

THENCE S 87°56'26" E, leaving said centerline, with the common line of Lots 6 and 7, Block 3, of El Paso International Airport Tracts Replat of Unit 3, a subdivision of record in Volume 28, Page 46, Plat Records of El Paso County, Texas, a distance of 321.00 feet (record: S 87°52'41" E) to the southwest corner of Lot 3, Block 20, of El Paso International Airport Tracts Unit Twelve, a subdivision of record in Document No. 2020-0013751, Plat Records of El Paso County, Texas;

THENCE N 02°03'34" E, with the west line of said El Paso International Airport Tracts Unit Twelve, a distance of 542.51 feet (record: N 02°07'19" E) to a concrete nail found for the northwest corner of said El Paso International Airport Tracts Unit Twelve, being also the southwest corner of the north half of said Lot 14 Block 3, from which a 1/2 inch rebar found for the northeast corner of said El Paso International Airport Tracts Unit Twelve, being also the southeast corner of the north half of said Lot 14, Block 3 bears S 87°54'30" E, a distance of 247.06 feet (record: S 87°50'45" E);

THENCE S 87°54'30" E, with the south line of the north half of said Lot 14, Block 3, being also the north line of said El Paso International Airport Tracts Unit Twelve, a distance of 17.03 feet (record: S 87°50'45" E) to the **POINT OF BEGINNING**, being the southwest corner of the herein described parcel, and having modified Texas Coordinate System (central zone, U.S. survey feet, NAD83) ground coordinates of N=10,670,122.83, E=413,626.38;

CONTINUED ON SHEET 2

DT067728

PAGE 1 OF 4

**HUITT
ZOLLARS**
5822 Cromo Drive, Suite 210
El Paso, TX 79912
PH. 915-587-4339
Tx. Firm No. 10025803
www.huitt-zollars.com

PROJECT: EPEC Raiz Continental
JOB #: R317147.01
DATE: FEBRUARY, 2024
SCALE: N/A
DRAWN: JZ
CHECKED: CMW
PATH: C:\proj\8317147.01-EPEC-DT067728 Raiz Continental
Survey\Chk39

0.020 ACRES (855 SQ. FT.)
SITUATED IN THE NORTH HALF OF
LOT 14 , BLOCK 3,
EL PASO INTERNATIONAL AIRPORT TRACTS
REPLAT OF UNIT 5,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

THENCE leaving said south line over and across the north half of said Lot 14, Block 20, with the west, north and east lines of the herein described parcel, the following six (6) courses and distances:

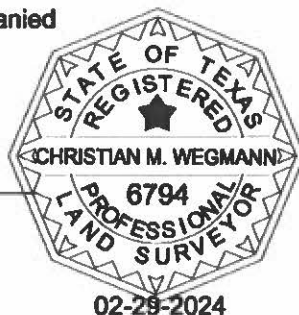
- 1) N 41°33'39" E, a distance of 72.70 feet,
- 2) N 01°53'20" E, a distance of 8.09 feet,
- 3) S 88°06'40" E, a distance of 12.00 feet,
- 4) S 01°53'20" W, a distance of 18.00 feet,
- 5) N 88°06'40" W, a distance of 7.23 feet, and
- 6) S 41°33'39" W, a distance of 59.89 feet to the south line of the north half of said Lot 14, Block 3, being also the north line of said El Paso International Airport Tracts Unit Twelve;

THENCE N 87°54'30" W, a distance of 12.95 feet (record: S 87°50'45" E), to the **POINT OF BEGINNING**, containing 0.020 acres or 855 square feet of land.

Note: This property description is accompanied by a survey plat of even date.

Huitt-Zollars, Inc.


Christian M. Wegmann,
Texas RPLS No. 6794



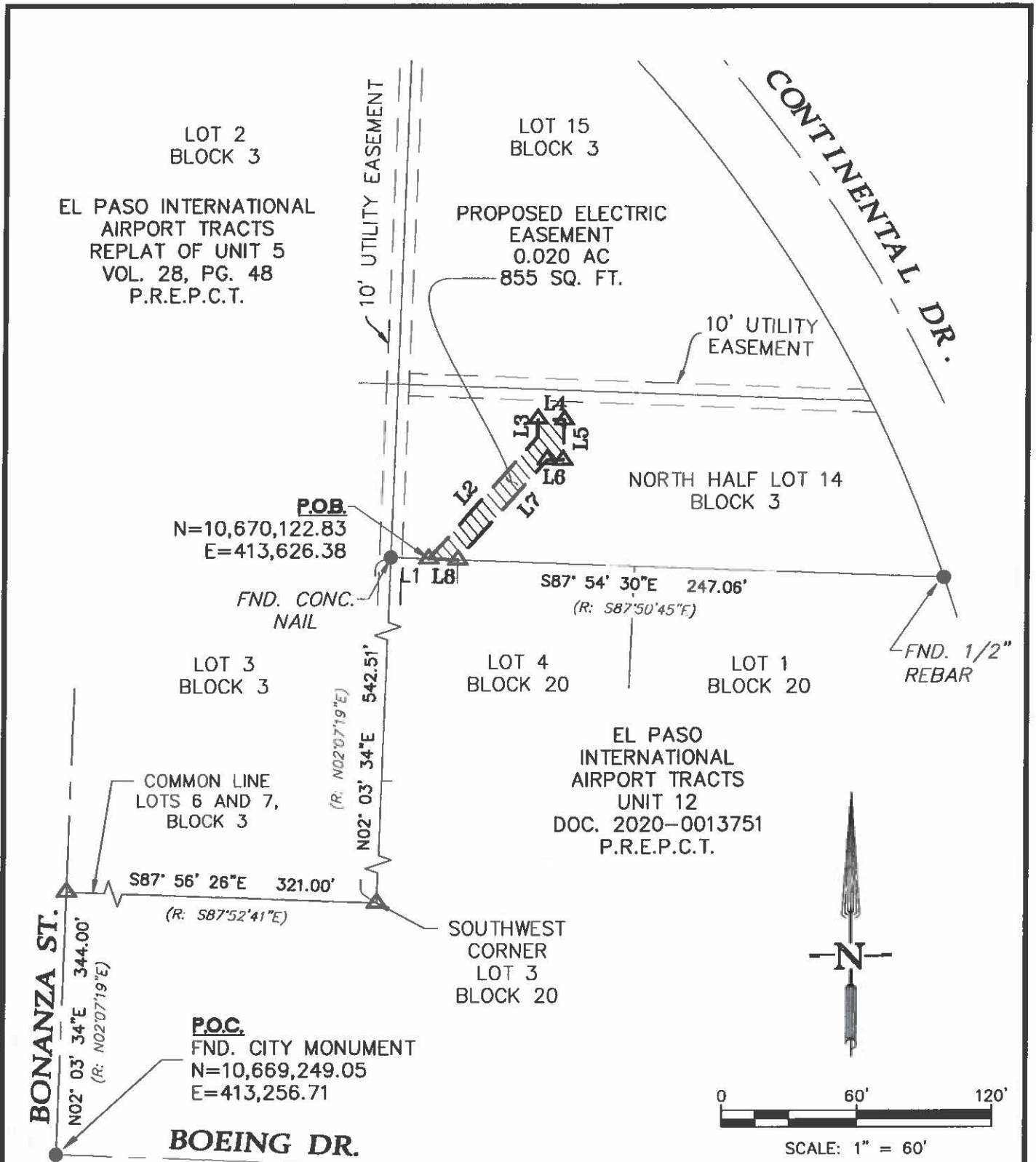
DT067728

PAGE 2 OF 4

**HUITT
ZOLLARS**
5822 Cromo Drive, Suite 210
El Paso, TX 79912
PH. 915-587-4339
Tx. Firm No. 10025803
www.huitt-zollars.com

PROJECT: EPEC Raiz Continental
JOB #: R317147.01
DATE: FEBRUARY, 2024
SCALE: N/A
DRAWN: JZ
CHECKED: CMW
PATH: C:\pro\R317147.01-EPEC-DT067728 Raiz Continental
Survey\Chk30

0.020 ACRES (855 SQ. FT.)
SITUATED IN THE NORTH HALF OF
LOT 14 , BLOCK 3,
EL PASO INTERNATIONAL AIRPORT TRACTS
REPLAT OF UNIT 5,
CITY OF EL PASO, EL PASO COUNTY, TEXAS



DT067728

PAGE 3 OF 4

**HUITT
ZOLLARS**
5822 Cromo Drive, Suite 210
El Paso, TX 79912
PH. 915-687-4339
Tx. Firm No. 10025803
www.huitt-zollars.com

PROJECT: EPEC Roiz Continental
JOB #: R317147.01
DATE: FEBRUARY, 2024
SCALE: 1" = 60'
DRAWN: JZ
CHECKED: CMW
PATH: C:\proj\R317147.01-EPEC-DT067728 Roiz Continental
Survey Civil

**0.020 ACRES (855 SQ. FT.)
SITUATED IN THE NORTH HALF OF
LOT 14, BLOCK 3,
EL PASO INTERNATIONAL AIRPORT TRACTS
REPLAT OF UNIT 5,
CITY OF EL PASO, EL PASO COUNTY, TEXAS**

LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	S87° 54' 30"E	17.03'
L2	N41° 33' 39"E	72.70'
L3	N01° 53' 20"E	8.09'
L4	S88° 06' 40"E	12.00'
L5	S01° 53' 20"W	18.00'
L6	N88° 06' 40"W	7.23'
L7	S41° 33' 39"W	59.89'
L8	N87° 54' 30"W	12.95'

(R: S87°50'45"E)

LEGEND

●	FND. SURVEY MARKER (AS NOTED)
△	CALCULATED CORNER
P.R.E.P.C.T.	PLAT RECORDS OF EL PASO COUNTY, TEXAS
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
BK.	BOOK
PG.	PAGE
ROW	RIGHT OF WAY
DOC.	DOCUMENT
FND.	FOUND

(R: S87°50'45"E)

SURVEY NOTES

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE (4203).
2. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES, USING A GROUND SCALE FACTOR OF 1.000231, SCALED AT N=0, E=0.
3. VALUES SHOWN ARE BASED ON GPS MEASUREMENTS MADE WITHIN THE EL PASO ISLAND OF THE TEXAS RTK CO-OP ADMINISTERED BY ALTERRA CENTRAL (RTKNET.COM)
4. UNIT OF MEASURE IS U.S. SURVEY FOOT
5. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE LISTED TO RECITE RECORD DIMENSIONS PER THE FOLLOWING DOCUMENTS: EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 12, DOCUMENT NO. 2020-0013751, DEED RECORDS OF EL PASO COUNTY, TEXAS.
6. THIS PLAT OF SURVEY SHALL ACCOMPANY THE ATTACHED METES AND BOUNDS DESCRIPTION FOR RECORDING PURPOSES.

SURVEYOR'S CERTIFICATION

I, CHRISTIAN M. WEGMANN, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION, AND THAT IT IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED ON THE GROUND.

CHRISTIAN M. WEGMANN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6794



DT067728

02-29-2024

PAGE 4 OF 4

HUITT ZOLLARS
5822 Cromo Drive, Suite 210
El Paso, TX 79912
PH. 915-687-4339
Tx. Firm No. 10025803
www.huitt-zollars.com

PROJECT: EPEC Roiz Continental
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0.020 ACRES (855 SQ. FT.)
SITUATED IN THE NORTH HALF OF
LOT 14, BLOCK 3,
EL PASO INTERNATIONAL AIRPORT TRACTS
REPLAT OF UNIT 5,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

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 _____

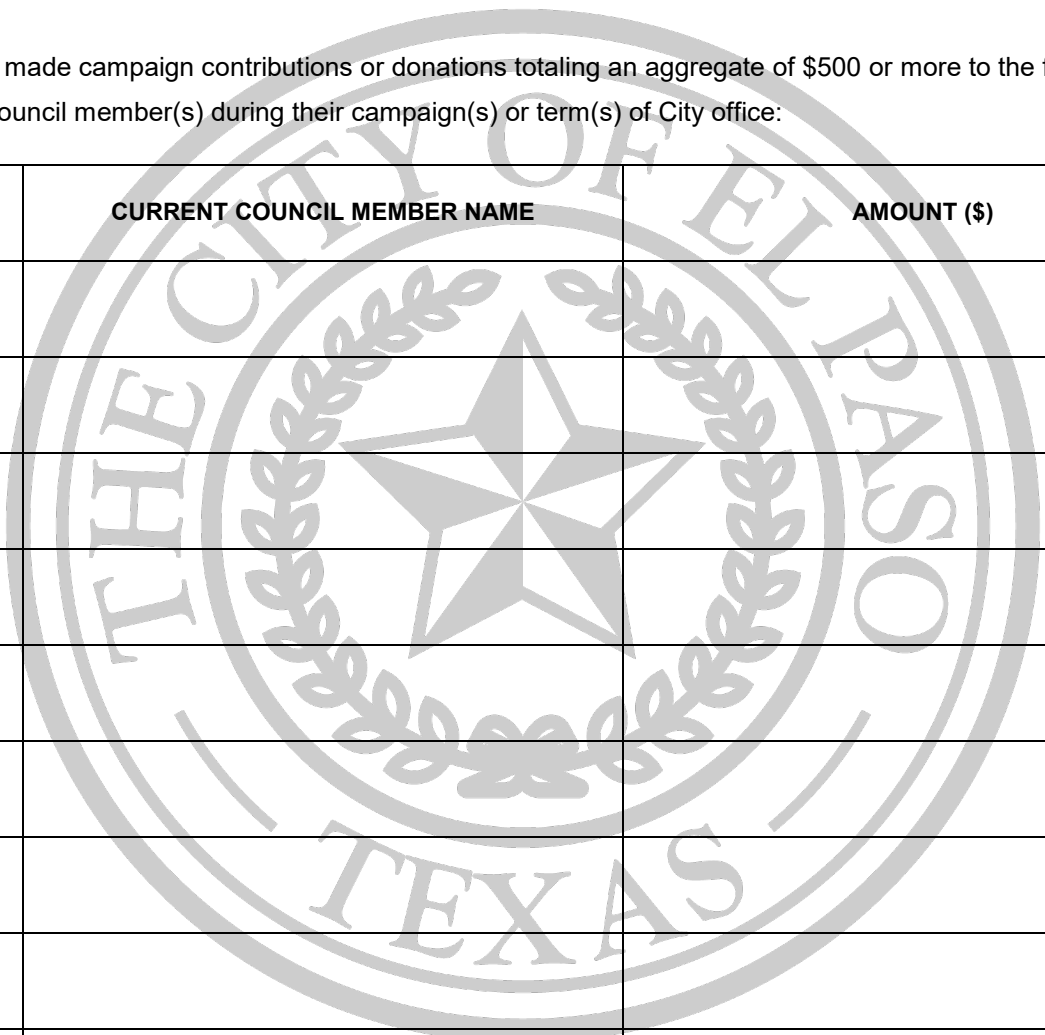
Relevant Department _____

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 #: 24-402, 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. [POSTPONED FROM 03-26-2024]

**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:

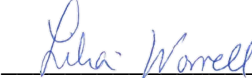
Laura D. Prine
City Clerk

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.

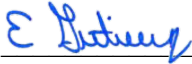
THE CITY OF EL PASO

Oscar Lesser
Mayor

ATTEST:

Laura D. Prine
City Clerk

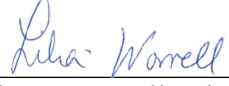
APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

Date: 02/18/2024

APPROVED AS TO CONTENT:



Lilia A. Worrell, Director
Municipal Court

Date: 2/19/2024



City of El Paso Municipal Court

Revision to the Omnibase
(Failure to Appear FTA) 2023 Contract

Strategic Goal 2 – Set the standard for a safe and secure city

What is Omnibase Failure To Appear (FTA) Program

- Omnibase Failure To Appear (FTA) & Texas Department of Public Safety program.
- Enforcement program that may deny renewal of driver license if an individual failed to appear for a citation or failed to satisfy a judgement ordering the payment of a fine.
- License is **not suspended** > Renewal of the license is placed on hold
- Licenses are renewed every 8 years

Omnibase (FTA) Program Contract revision

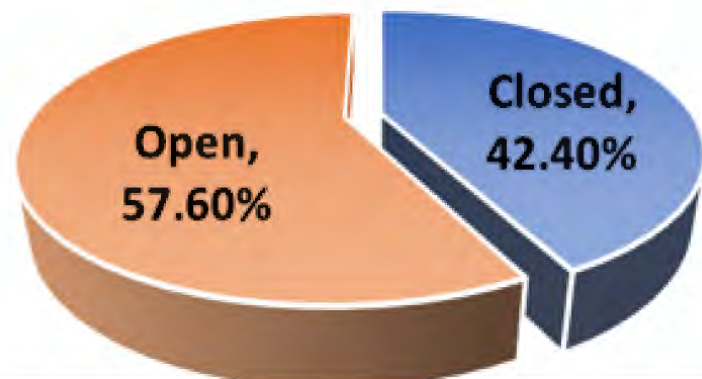
- Municipal Court has been utilizing the program since 2010
- The last contract was renewed March of 2023
- Contract change: INDIGENCY status will “immediately” release driver license hold
- Contract change: Individuals can now apply for an occupational license if regular license is on hold.
 - Provides option to acquire an occupational license for 2 years and additional option to renew for 2 more years (4 years total)

Program Benefits

- Tool to assist courts with enforcement, case resolutions, and closure of cases
- Opportunity to assist individuals to resolve pending cases and remove warrants
- The hold is placed 180 days *after* the warrant date
- Court does not require FULL payment of warrant to release the hold
 - > Statutory \$10 per case required
- Prior to the hold, the court **attempts to communicate at least 15 times** and available at any given time to provide options at every stage of the process

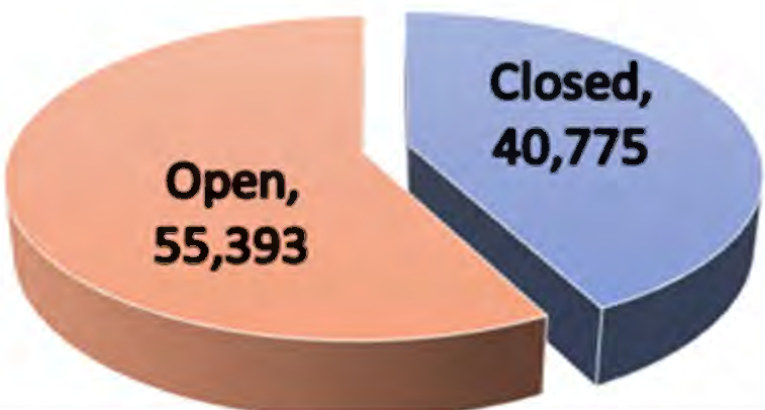
Historical Data: Omnibase 2016 - 2023

Omnibase Hold Status for cases placed from
2016 to 2023



El Paso Municipal Court Full Court Enterprise data as of
02/12/2024 for holds placed up to 12/31/2023

Omnibase Holds Placed 2016-2023



El Paso Municipal Court Full Court Enterprise data as of
02/12/2024 for holds placed up to 12/31/2023

Total closed cases
Balance on Open cases

\$ 22,138,076
\$ 20,703,317

****Raw data on holds placed = Fines/Fees and State fees**

Texas Municipal Courts Utilizing OMNI Contract

Texas Municipal Courts	Cases Entered January – December 2023
Houston	40780
Corpus Christi	28029
El Paso	21824
San Antonio	17354
Tyler	11916
Laredo	10316

Court Customer Program Data 2016-2023

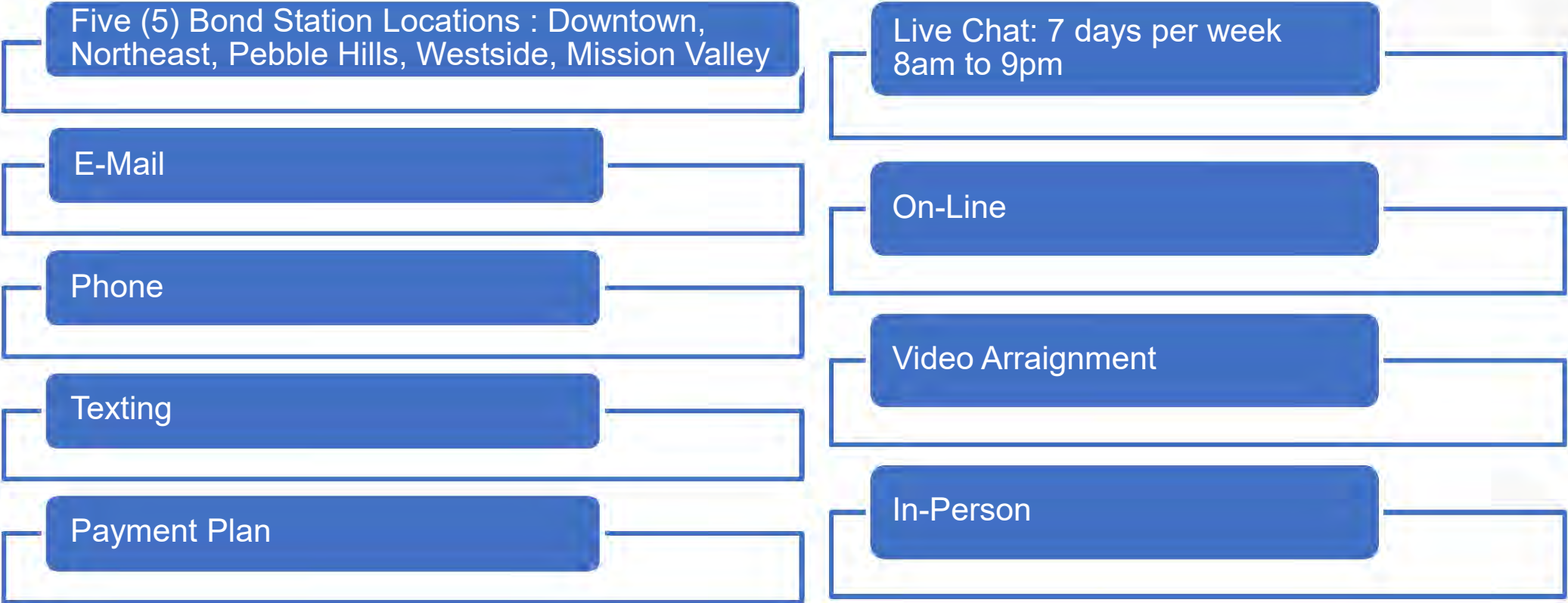
- Average number of cases placed with Omnibase per individual = 2
- Average fines/fees (including state fees) for 2 cases = \$ 600
- To clear the hold, an individual will pay \$ 10 for each case = \$ 20
- If individual is unable to pay, they may request an indigency hearing.
- **Warrant will be recalled immediately**
- **Individual will request an option to resolve the case.**

Customer Service Options

Printed on the Citation / Website

- 180-day payment plan – **at any time**
- Driving safety course, if individual qualifies – **at any time**
- Pay the citation in full – **at any time**
- Submit proof on paper violations ***prior*** to the arraignment
- Waive arraignment prior to the arraignment date and request a trial date
- Request an indigency hearing – **at any time**

Municipal Court Customer Service **Contact Options**



Option: 180 Day Payment Plan is available at any time since citation(s) issued

MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Legislation Text

File #: 24-473, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

That the City Manager or his designee be authorized to submit a grant application to the Public Safety Office of the State of Texas, grant application number 3060709 for the City of El Paso Police Department project identified as "West Texas Anti-Gang Center" to provide financial assistance to the City of El Paso. Requesting \$2,808,349.15. No cash match is required. The grant period will be from September 1, 2024 - August 31, 2025.

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

DEPARTMENT: Police

AGENDA DATE: April 9, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: 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:

That the City Manager or his designee be authorized to submit a grant application to the Public Safety Office of the State of Texas, grant application number 3060709 for the City of El Paso Police Department project identified as "West Texas Anti-Gang Center" to provide financial assistance to the City of El Paso. Requesting \$2,808,349.15. No cash match is required. The grant period will be from September 1, 2024 – August 31, 2025.

BACKGROUND / DISCUSSION:

Texas Anti-Gang (TAG) program provides inter-agency cooperation under a unified structure to combat gang violence through gang prevention, intervention, and suppression activities. Funds from this grant are budgeted for TAG Center building lease costs, data services, equipment, salary costs, office equipment, and office supplies. The Texas Anti-Gang Program has been awarded for the past seven years, since FY2017.

PRIOR COUNCIL ACTION:

The grant application FY24 was approved by City Council on March 14, 2023. The grant application for FY23 was approved by City Council on April 26, 2022. The grant application for FY22 Texas Anti-Gang Program was approved by City Council on March 2, 2021. The grant application for FY21 was approved by City council on March 3, 2020.

AMOUNT AND SOURCE OF FUNDING:

N/A _____

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

DEPARTMENT HEAD: Chief Peter Pacillas



RESOLUTION

WHEREAS, the city manager or designee is authorized to submit for grants through the Public Safety Office (“PSO”) of the State of Texas; and

WHEREAS, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 3060709 for the El Paso Police Department project identified as "West Texas Anti-Gang Center"; and

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

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

1. **THAT**, the El Paso City Council authorizes the grant application submission to Public Safety Office of the State of Texas, Homeland Security Grant Division, grant application number 3060709, for the City of El Paso Police Department project identified as "Texas Anti-Gang Center" to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable;
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; 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 State of Texas Public Safety Office, Homeland Security Grant Division.
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.

APPROVED this ____ day of March, 2024.

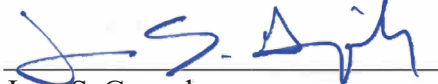
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas
Chief of Police

[Print This Page](#)

Agency Name: El Paso, City of
Grant/App: 3060709 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

Project Title: West Texas Anti-Gang Center
Status: Application Pending Submission

Eligibility Information

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

Application Eligibility Certify:

Created on:1/17/2024 10:07:50 AM By:Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: West Texas Anti-Gang Center
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 79903-1402
Start Date: 9/1/2024
End Date: 8/31/2025

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: 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: Reginald Moton
Email: 1349@elpasotexas.gov
Address 1: 911 N. Raynor St.
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4147 Other Phone: 915-539-3244
Fax:
Title: Mr.
Salutation: Commander
Position: Organized Crime Division Commander

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 Texas Anti-Gang (TAG) Program is to support pre-selected projects that use regional, multidisciplinary approaches to combat gang violence through the coordination of gang prevention, intervention, and suppression activities.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

TXGANG Criminal Gang Database Reporting

Applicant assures that it is compliant with TXGANG reporting requirements related to criminal combinations and criminal street gang activity, as required by Sec. 61.02, Code of Criminal Procedures.

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.

SAFECOM

All entities using grant funding to support emergency communications activities are required to comply with the SAFECOM Guidance on Emergency Communications Grants ([SAFECOM Guidance](#)). The SAFECOM Guidance provides current information on emergency communications policies, eligible costs, best practices, and technical standards for grant recipients investing in emergency communications projects. It is also designed to promote and align with the National Emergency Communications Plan (NECP). Conformance with the SAFECOM Guidance helps ensure that grant-funded activities are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

Compliance with State and Federal Laws, Programs and Procedures

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

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

Overall Certification

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

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

Project Summary :

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

The El Paso Police Department (EPPD) seeks grant funding for continued support of the West Texas Anti-Gang Center (TAG). The TAG is centrally located in the city of El Paso and is equipped with technology that supports law enforcement officers in their investigations of criminal gang related crimes. The TAG Center enables participating law enforcement agencies to efficiently and effectively collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in or affecting the region. El Paso County's proximity to Mexico and bordering states makes it a key location for organized crime to conduct operations. According to the United States Census Bureau (2023), El Paso County is approximately 1,013 square miles with a population of 985,000. The City of El Paso, with an estimated population of 687,722, is the largest of seven incorporated communities in the County of El Paso and the sixth largest city in Texas. El Paso County's numerous international ports of entry, airports, interstate rail, and highway infrastructure make the area a hub of transportation and global trade, and a key operational stronghold for criminal organizations when it comes to the importation and distribution of drugs and contraband as well as human trafficking. El Paso-Las Cruces-Juarez make up the largest border city in the world. El Paso is also the home of the U.S. Army Fort Bliss, consisting of 1875 square miles, with a population during FY-2023 of more than 158,888 service members and their families. DPS has identified El Paso as having the largest number of gang members in the West Region, which includes the El Paso/ Las Cruces area, Odessa, Midland and San Angelo with a combined Metropolitan Statistical Area population of 1.5 million. The most current DPS Gang Threat Assessment reassures us that there continues to be street gangs, prison gangs, and outlaw motorcycle gangs in the El Paso area. Participating agencies at the TAG will work jointly to make the community safer from the violent threat posed by gangs and other violent criminal organizations. Due to the growth of TAG personnel the need to expand into a larger facility within the next few years

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. Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific page references to the regional or state Threat and Hazard Identification and Risk Assessment (THIRA), as applicable. The diverse nature of organized crime in the El Paso metropolitan and border plex area includes local street gangs, outlaw motorcycle organizations (OMO), drug trafficking, and transnational criminal organizations (TCO). These groups exploit the proximity of the border, the numerous ports of entry, railways, the interstate highway system, and bordering states to further their efforts in extortion, the trafficking of drugs, contraband, weapons, and humans, and a variety of other crimes, all of which pose a serious threat to the community. According to the EPPD Gang Unit, as of December 2023, the most prominent and active criminal organizations and gangs are Never Look Back , Moon City Locos, Gangster Disciples, Chuco Tango, Sureños, and Barrio Azteca. Because of the migrant surge in the El Paso area, many of these gangs are involved in human smuggling. In addition, El Paso has experience a significant increase in youth violent crime to include an uptick in drive-by shootings. Intelligence from El Paso area law enforcement reported that the Mongols and Pagans remain the most active outlaw motorcycle gangs and the offenses are usually assault related or weapons possession. Intelligence indicates that the Pagans OMO have formed a Southwest chapter in El Paso, TX. Drug trafficking organizations and transnational criminal organizations are also active in the El Paso region. HSI and DEA agree that during FY-2023 notorious criminal groups identified as operating in the El Paso area are the Sinaloa Cartel, La Linea (Juarez Cartel), Jalisco New Generation Cartel (CJNG), and La Nueva Empresa. These organizations affiliate with local criminal gangs in virtually every type of criminal activity. They are involved in human trafficking, drug trafficking, extortion, home invasion, metal and heavy equipment theft, major fraud, money laundering, bulk cash smuggling, kidnapping, and murder for hire. Just as drugs and humans are being smuggled into the country; currency, stolen property and weapons are being smuggled into Mexico for the cartels. El Paso area gangs have also taken part in murder, kidnapping, money laundering, fraud, organized retail thefts, home invasions, robberies, burglaries, prostitution of adults/minors, illegal gambling operations, and drug dealing. Transnational criminal organization work hand in hand with local gangs using better intelligence, advanced technology, and stronger organizational practices in the pursuit of furthering their profits. In 2022 and continuing through 2023, El Paso became the epicenter of the migrant crisis along the U.S.-Texas-Mexico border with 2.4 million migrant encounters in 2022 and an average 717 daily encounters at the present. The TAG has been assisting in identifying gang affiliated migrants. One gang that has been identified through migrant encounters is Tren De Aragua out of Venezuela and is equivalent

to the MS-13 in scope of violence and criminal activity. Due to the growth of TAG personnel the need to expand into larger facility within the next few years.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The existing capabilities are: EPPD gang unit; Alcohol, Tobacco, Firearms, and Explosives; FBI Safe Streets Violent Gang Task Force; DPS, gang units and human trafficking unit and intelligence unit; HSI/DEA West Texas Anti-Gang Task Force; El Paso County Sheriff's Office and other local, state, and federal law enforcement agencies, along with the 34th Judicial District Attorney's and the U.S. Attorney's Office Western District of Texas have individually addressed criminal gang, OMO, and TCO activity in the greater El Paso area, but not with a unified coordinated law enforcement effort, until the funding provided by the Office of the Governor for the TAG Center. Grant funds will allow for the continued operation of the TAG as described in other sections of this proposal. According to the EPPD gang unit the most prominent and active criminal organizations and gangs active in the greater El Paso include the Moon City Locos, Gangster Disciples, Chuco Tango, Sureños, and Barrio Azteca. Area law enforcement agree OMOs are also active in the area conducting various crimes. DEA and HSI concur TCOs operating in the El Paso region are Sinaloa Cartel, La Linea Cartel, Jalisco New Generation Cartel (CJNG), La Nueva Empresa, and Mexicles.. Intelligence supports the belief that TCO gang members operating in El Paso, TX coordinate the transportation of undocumented immigrants from Mexico to the United States. Intelligence provides that drugs are smuggled at the same time with the undocumented immigrants. It is suspected that this tactic is used to exploit immigrants entering the U.S. from Mexico.

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 goal of the TAG is to enhance law enforcement operations targeted at violent criminal gangs and other gang related criminal organizations and facilitators by co-locating representatives from federal, state, and local law enforcement agencies in a single dedicated facility. Serves as a resource to area law enforcement agencies to address current and emerging gang issues across the West Texas area. TAG strategic goals include fighting violent criminal gangs with a focus on preliminary on-scene and long-term investigations, suppression, and accurate and timely intelligence, increased interagency cooperation/collaboration, the inter-connection of law enforcement agencies at a regional and statewide level in order to become a "force- multiplier", rapid deployment of personnel and resources, use effective tactics and best practices that are flexible and adaptable to violent crime trends, follow -up and assess, and prevention through community outreach. TAG utilizes a CJIS compliant intelligence and information platform known as SMARTFORCE and Gang Scope in furtherance of collaborating and sharing information on multi-agency/multi-jurisdictional gang investigations. In addition, TAG maintains a website that allows the community to provide real-time tips regarding gang activity in the region. The TAG will continue to collaborate with the Texas Gang Investigators Association (TGIA) to co-host gang related training in the region. The TAG will provide a facility in the El Paso area for law enforcement agencies to conduct meetings and as a location for training. The TAG will continue the established relationship with the Texas Violent Gang Task Force (TVGTF) by promoting interagency collaboration with the common goals of prevention, intervention, suppression, and prosecution of criminal gang activity. The TAG will continue to foster a relationship with agencies in the region to assist with deterring teenagers and young adults from joining gangs and criminal organizations and will work with those agencies tasked with monitoring criminal juvenile activity, such as the El Paso County Juvenile Probation Department. Through alliances with the Texas Alcohol Beverage Control (TABC) and the El Paso County Attorney's Office, the TAG will make efforts to have businesses that support criminal gang activity have their licenses suspended and civil fines imposed. Working with law enforcement counterparts with the US Army, participants at the TAG will seek to utilize the military's Uniformed Code of Military Justice as another tool to combat criminal gang activity influencing the region. The TAG will continue to work with the West Texas HIDTA to foster the sharing of gang related intelligence. An Executive Board composed of executive staff from the constituent law enforcement agencies will manage the overall operations of the TAG. The TAG Administrator will administer the TAG facility, facility operations, and collaborative efforts. Individual constituent and participating agency supervisors will direct investigations and enforcement operations. The TAG is centrally located in a 20,000 square foot building equipped with advanced technology. Co-locating participating agencies will ensure agencies have access to information on a timely manner, create force multipliers, and concentrate operations. This allows the participating law enforcement agencies to split their focus among multiple priorities on a routine basis, while permitting flexible surges during moments of crisis or operational need. The TAG will enable the participating law enforcement agencies to more efficiently cooperate and collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in or affecting the region. The El Paso Police Department; Texas Department of Public Safety; El Paso County Sheriff's Office; Federal Bureau of Investigation; Alcohol, Tobacco, Firearms, and Explosives; 34th Judicial District Attorney's Office; Homeland Security Investigations; U.S. Attorney's Office Western District of Texas, and the Drug Enforcement Administration comprise the constituent agencies. Participating with the constituent agencies are local, state and federal law enforcement agencies. Participation of both law enforcement agencies and personnel continues to increase at the TAG.

Impact Statement :

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

The TAG will collocate officers and investigators from federal, state and local law enforcement agencies to gather intelligence, analyze the intelligence, and in turn act accordingly and disseminate the information on timely manner to area law enforcement. The intelligence gathered by the participating agencies at the TAG will be utilized to tactically disrupt the on-going criminal activities of the gangs operating in the El Paso County and other areas of the region. The goal as stated above will have an objective to reduce and or eliminate criminal gang activity and violence associated with gangs in the region. To monitor the effectiveness of the TAG, data will be collected and reported as required by the Office the Governor (OOG) using indicator output measures: 1. Number of gang members arrested for felony offenses, 2. Number of gangs targeted, 3. Number of weapons seized, 4. Number of gang members arrested for misdemeanor offenses, and 5. The number of participating agencies at the TAG. The following outcome measures will be reported and required by the OOG-CID: 1. The number of gang member convictions.

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.*)

1.2.2 Establish and enhance multi-agency anti-gang centers in regions throughout the state to integrate and enhance the efforts of law

enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations.

Target Group :

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

The counties of El Paso, Hudspeth, Culberson, Reeves, Jeff Davis, Presidio, Brewster, Pecos, Terrell, Loving, Winkler, Ward, Ector, Crane, Midland, Upton, Glasscock, Reagan, Crockett, Sterling, Irion, Coke, Tom Green, Schleicher, Sutton, Concho, Menard, Kimble, McCulloch, Mason, Gaines, Andrews, Dawson, Martin, Borden, and Howard will be the TAG's target group.

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 funding from the Office of the Governor it would not be possible to maintain the TAG facility as it currently exists therefore rendering the West Texas TAG Center inoperable.

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
Gangs - Multijurisdictional	100.00	Provide inter-agency cooperation under a unified structure to combat gang violence through gang prevention, intervention, and suppression activities.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of gang members arrested for felony offenses.	300
Number of gang members arrested for misdemeanor offenses.	40
Number of gangs targeted.	20
Number of participating agencies.	24
Number of weapons seized by officers supporting the TAG initiative.	100

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Dollar value of cash forfeitures donated to the project.	0
Number of convictions.	120

Custom Output Measures

CUSTOM OUTPUT MEASURE

TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE

TARGET LEVEL

Resolution from Governing Body

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

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

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☒ Yes
☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The West Texas Anti-Gang Center administrator in coordination with the El Paso Police Department will monitor and assure that all contracts are executed in compliance with all grant requirements. The TAG administrator will monitor and review the work and/or services performed under these grant funds.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

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	Executive Director	TAG Administrator (K. Williamson) Approximate Salary of 142,858.65 including fringe benefits of up to 11,714.41 (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA and Medicare). The total estimated compensation is \$154,573.06 . The Administrator manages day-to-day operations for the TAG Center.	\$154,573.06	\$0.00	\$0.00	\$0.00	\$154,573.06	100
Personnel	Analyst (e.g., crime, crime scene investigators, forensic, crime laboratory, etc.)	Program Coordinator (N. Macias) Approximate Salary of \$100,493.91 plus fringe benefits of \$22,379.99 (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA and Medicare). The total estimated compensation is \$122,873.9. Program Coordinator plans, oversees and manages administrative and crime analysis functions of the TAG Center.	\$122,873.90	\$0.00	\$0.00	\$0.00	\$122,873.90	100
Personnel	Analyst (e.g., crime, crime scene investigators, forensic, crime laboratory, etc.)	Intel Crime Analyst (K. Cepeda) Approximate Salary of \$67,557.86 plus fringe benefits of \$15,045.14 (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA and Medicare). The total estimated compensation is \$82,602.99. Analyst plans, organizes and supervises preparation and development of analytical data relevant to gang related crime trends, patterns and perpetrators for the TAG Center.	\$82,602.99	\$0.00	\$0.00	\$0.00	\$82,602.99	100
Personnel	Analyst (e.g., crime, crime scene investigators, forensic, crime laboratory, etc.)	Intel Crime Analyst (Pending) Approximate Salary of \$63,631.57 plus fringe benefits of \$14,635.26 (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA and Medicare). The total estimated	\$78,266.83	\$0.00	\$0.00	\$0.00	\$78,266.83	100

	laboratory, etc.)	compensation is \$78,266.83. Analyst plans, organizes and supervises preparation and development of analytical data relevant to gang related crime trends, patterns and perpetrators for the TAG Center.						
Personnel	Analyst (e.g., crime, crime scene investigators, forensic, crime laboratory, etc.)	Accountant (M. Ramirez) Approximate Salary of \$50,000 plus fringe benefits of \$11,500.00 (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA and Medicare). For a total of \$61,500.00. Accountant organizes and plans purchases including all required paperwork and follow up for the TAG Center.	\$61,500.00	\$0.00	\$0.00	\$0.00	\$61,500.00	100
Personnel	Overtime for All Peace Officers	Overtime Services and Fringe Benefits for the use of PD Gang Suppression Operations - 18 officers with an average cost of \$350,000.00 including 24.215% fringe benefits (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA and Medicare).	\$350,000.00	\$0.00	\$0.00	\$0.00	\$350,000.00	100
Contractual and Professional Services	Housekeeping, Custodial, Building, and Grounds-Related Services	Maintenance agreement for TAG Facility-Service for housekeeping, pest control, shredding, garbage disposal, installations and miscellaneous repairs for the premises for 12 months. Housekeeping \$6,464.00/mo, pest control \$250.00/mo, garbage disposal \$100.00/mo, shredding \$166.66/mon. Miscellaneous unforeseen installations \$10,000.00 and repairs \$14,000.00. Total of \$107,768.00.	\$107,768.00	\$0.00	\$0.00	\$0.00	\$107,768.00	0
Contractual and Professional Services	Installation of grant purchased equipment and technology	Extended Maintenance Agreement for ITD Service Agreement \$16,500.00, Raptor \$1,200.00, Netsential \$1,800.00, total \$19,500.00.	\$19,500.00	\$0.00	\$0.00	\$0.00	\$19,500.00	0
Contractual and Professional Services	Installation of grant purchased equipment and technology	Lease agreement services for copier for the TAG facility, estimated costs \$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
Contractual and Professional Services	Installation of grant purchased equipment and technology	Intrusion Security Alarm for the TAG building system 12 months.	\$6,200.00	\$0.00	\$0.00	\$0.00	\$6,200.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 25 for the Texas Gang Investigators Association Annual (TGIA) Conference in San Antonio, June 2025. \$650 per person for a total of \$16,250.00	\$16,250.00	\$0.00	\$0.00	\$0.00	\$16,250.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel costs for TGIA Conference in San Antonio June 2025 for 25 - Hotel for 4 nights at \$300.00/night = \$30,000, Round trip airfare at \$800ea = \$20,000.00, and Per Diem for 5days at \$320.00/each = \$8,000.00. Total costs is \$58,000.00	\$58,000.00	\$0.00	\$0.00	\$0.00	\$58,000.00	0

Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 12 for the Texas Tactical Police Officers Association (TTPOA) Conference in Round Rock, April 2025. \$300 per person for a total of \$3,600.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$3,600.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel costs for TTPOA Conference in Round Rock April 2025 for 12 - Hotel for 5 nights at \$300.00/night = \$18,000, Round trip airfare at \$800ea = \$9,600.00, and Per Diem for 5days at \$300.00/each = \$1,500. Total costs is \$58,000.00.	\$29,100.00	\$0.00	\$0.00	\$0.00	\$29,100.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 5 for the Texas Narcotics Officers Association (TNOA), Galveston, August 2025. \$415 per person for a total of \$2075.00	\$2,075.00	\$0.00	\$0.00	\$0.00	\$2,075.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel costs for TNOA Conference in San Antonio June 2025 for 5 - Hotel for 4 nights at \$250.00/night = \$1,000.00, Round trip airfare at \$600ea = \$3,000.00, and Per Diem for 5days at \$320.00/ea = \$1,600.00. Total costs is \$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$28,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 7 for the Dallas Children's Advocacy Center Crimes Against Children Conference, Dallas, June 2024. \$700 per person for a total of \$4,900.00.	\$4,900.00	\$0.00	\$0.00	\$0.00	\$4,900.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel costs for Dallas Children's Advocacy Center Crimes Against Children Conference, Dallas, June 2024 for 7 - Hotel for 4nights at \$425.00/night = \$1,700.00, Round trip airfare at \$800.00, Per Diem for 5days at \$345. Total costs is \$19,915.00	\$19,915.00	\$0.00	\$0.00	\$0.00	\$19,915.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Conference Fee for 2 for the Regional Organized Crime Inforamtion Center Conference (ROCIC) August 2025. \$350.00 per person for a total of \$700.00.	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel cost for 2 for the ROCIC for August 2025 - Hotel for 4 nights at \$300.00/night=\$2400.00, Round trip airfare at \$900.00 each=\$1800.00, and Per Diem for 5 days at \$345/each=\$690.00. Total costs are \$4,890.00.	\$4,890.00	\$0.00	\$0.00	\$0.00	\$4,890.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Conference Fee for 6 for the International Summit on the Mexican Cartel for November 2024. \$495.00 per person for a total of \$2970.00.	\$2,970.00	\$0.00	\$0.00	\$0.00	\$2,970.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel cost for 6 for the International Summit on the Mexican Cartel for November 2024 - Hotel for 5 nights at \$300.00/night=\$1500.00, Round trip airfare at \$900.00 each=\$5400.00, and Per Diem for 5 days at \$345/each=\$2070.00. Total costs are \$8,970.00.	\$8,970.00	\$0.00	\$0.00	\$0.00	\$8,970.00	0

Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel cost for 4 TAG Administrator and OOG Meetings - FY25 Hotel for 2 nights at \$300.00/night=\$1200.00, Round trip airfare at \$500.00 each=\$2,000.00, and Per Diem for 3 days at \$207/each=\$828.00. Total costs are \$4,028.00	\$4,028.00	\$0.00	\$0.00	\$0.00	\$4,028.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel cost for 6 for the Lone Star Rally for October 2024 - Hotel for 4 nights at \$300.00/night=\$7,200.00, Round trip airfare at \$900.00 each=\$5400.00, and Per Diem for 5 days at \$345/each=\$2,070.00. Total costs are \$14,670.00	\$14,670.00	\$0.00	\$0.00	\$0.00	\$14,670.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 4 for the International Association of Law Enforcement Intelligence Analysts Annual Training Event (LEIU/IALEIA), Las Vegas, August 2025. \$400 per person for a total of \$1,600.00.	\$1,600.00	\$0.00	\$0.00	\$0.00	\$1,600.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	"Estimated Travel costs for LEIU/IALEIA Annual Training Event Las Vegas, August 2025 - Hotel for 4nights at \$300/night = \$4,800.00, Round trip airfare at \$850.00 = \$3,400.00, and Per Diem for 5 days at \$345.00 = \$1,380.00. Total costs are \$9,580.00"	\$9,580.00	\$0.00	\$0.00	\$0.00	\$9,580.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 6 for the International Latino Gang Investigator's Association (ILGIA) Conference, Las Vegas, August 2025. \$750 per person for a total of \$4,500.00.	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	"Estimated Travel costs for ILGIA Annual Conference Las Vegas, August 2025, for 6 - Hotel for 4nights at \$325.00/night = \$7,800.00, Round trip airfare at \$1,000.00ea = \$6,000.00, and Per Diem for 5days at \$345.00/each = \$2,070.00. Total costs is \$15,870.00"	\$15,870.00	\$0.00	\$0.00	\$0.00	\$15,870.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	"Estimated Conference Fees for 1 for the Techno Security and Digital Forensics Conference, Wilmington, NC, June 4-9, 2025. \$1,695 per person for a total of \$1,695.00."	\$1,695.00	\$0.00	\$0.00	\$0.00	\$1,695.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for 1 for the Techno Security and Digital Forensics Conference, Wilmington, NC, June 4-9, 2025 - Hotel for 5nights at \$280.00/night = \$1,400.00, Round trip airfare at \$1,400.00ea, Per Diem for 5days at \$59.00day = \$354. Total costs are \$3,154.00	\$3,154.00	\$0.00	\$0.00	\$0.00	\$3,154.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 3 for the California Sureno Conference, Las Vegas, NV, July 2025. \$750.00 per person for a total of \$2,250.00.	\$2,250.00	\$0.00	\$0.00	\$0.00	\$2,250.00	0

Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	"Estimated Travel costs for 3 for the California Sureno Conference, Las Vegas, NV, July 2025 - Hotel for 4 nights at \$325.00/night = \$3,900.00, Round trip airfare at \$1,000.00ea = \$3,000.00, and Per Diem for 5days at \$370.00 day = \$1,110.00. Total costs is \$8,010.00"	\$8,010.00	\$0.00	\$0.00	\$0.00	\$8,010.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 8 for HIT K9 Training, April 2025. \$700.00 per person for a total of \$5,600.00.	\$5,600.00	\$0.00	\$0.00	\$0.00	\$5,600.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	"Estimated Travel costs for 8 for HIT K9 Training, April 2025. - Hotel for 4 nights at \$325.00/night = \$10,400.00, and Per Diem for 5days at \$370/each = \$2,960.00. Total costs are \$16,160.00"	\$16,160.00	\$0.00	\$0.00	\$0.00	\$16,160.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 8 for the International Outlaw Motorcycle Gang Investigators Association (IOMGIA) Conference, Florida, April 2025. \$650 per person for a total of \$5,200.00	\$5,200.00	\$0.00	\$0.00	\$0.00	\$5,200.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for IOMGIA Annual Conference in Florida, April 2025 for 8 - Hotel for 4nights at \$300/night = \$2,400.00, Round trip airfare at \$850.00 = \$6,800.00, and Per Diem for 5days at \$320.00 = \$2,560.00. Total costs is \$11,760.00	\$11,760.00	\$0.00	\$0.00	\$0.00	\$11,760.00	0
Equipment	Specialized Audio-Visual System and Accessories	One trained K-9 for the EPCSO to replace the K-9 to be retired \$16,000.00.	\$16,000.00	\$0.00	\$0.00	\$0.00	\$16,000.00	1
Equipment	Specialized Audio-Visual System and Accessories	Three outdoor kennels for the EPCSO at 16,500.00, total \$49,500.00	\$49,500.00	\$0.00	\$0.00	\$0.00	\$49,500.00	3
Equipment	Specialized Audio-Visual System and Accessories	TruNarc Drug Analyzer for the EPCSO, 2 at \$48,000.00 totaling \$96,000.00	\$96,000.00	\$0.00	\$0.00	\$0.00	\$96,000.00	2
Equipment	Specialized Audio-Visual System and Accessories	EPCSO - Vehicle License Plate Systems (5) Two-Camera Mobile LPR System	\$83,096.06	\$0.00	\$0.00	\$0.00	\$83,096.06	5
Equipment	Network and Server Software and/or Licenses	Licenses for TEAMS - 3 Conference rooms \$196.48 per year, total \$589.44.	\$589.44	\$0.00	\$0.00	\$0.00	\$589.44	3
Equipment	Network and Server Software and/or Licenses	Integrated Technologies & Design (ITD) Software \$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	1
Equipment	Network and Server Software	Gang Case Management Software \$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	1

	and/or Licenses							
Equipment	Specialty Vehicle	Estimated cost for 7 leased vehicles at \$892.86 each per month for 12 months= \$75,000.00 for the El Paso Police Department Gang Unit.	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00	7
Equipment	Equipment	Gym equipment for DPS, Concept 2 Rower	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	1
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Cell phone service, WIFI, and SIM Cards for LPR readers. \$50.00x30 SIM Cards for LPR Readers=\$1500/Monthx12=\$18,000.00.	\$84,000.00	\$0.00	\$0.00	\$0.00	\$84,000.00	0
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Spectrum Utilities	\$8,550.00	\$0.00	\$0.00	\$0.00	\$8,550.00	0
Supplies and Direct Operating Expenses	Internet Access Services	Conterra Internet Access Services	\$9,540.00	\$0.00	\$0.00	\$0.00	\$9,540.00	0
Supplies and Direct Operating Expenses	Computer Software and Media	ATF - Lenovo ThinkStation PX Workstation 1@\$14,450.00	\$14,450.00	\$0.00	\$0.00	\$0.00	\$14,450.00	0
Supplies and Direct Operating Expenses	Desktop System and Accessories (\$5,000 or less per unit)	DPS Intelligence & Counterterrorism (ICT) Portable Monitor 2 @\$250.00=\$500.00.	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
Supplies and Direct Operating Expenses	Desktop System and Accessories (\$5,000 or less per unit)	DPS Computer, Information, Technology & Electronic Crimes (CITEC) - 2 computers with accessories & ATF 1 computer with accessories	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0
Supplies and Direct Operating Expenses	Laptop System and Accessories (\$5,000 or less per unit)	DPS Intelligence & Counterterrorism (ICT) -(4) Dell Laptops, (6)Samsung tablets and (4) Dell docking stations and \$8000 for misc. accessories	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0
Supplies and Direct Operating Expenses	Costs for Space (lease or rental)	Office building lease at an estimated cost of \$36,880.87 x 12 months=\$442,570.44 plus \$65,000.00 for real estate tax. Section 4.6, Real Estate Taxes, of the Lease states that, "Tenant shall pay to Landlord each year, within thirty (30) days after Landlord's written demand, as Additional Rent, any increases in property taxes for the Premises that have occurred since the Commencement Date, with such obligations continuing each year there after during the Term, based on any further increases in property taxes for the Premises."	\$507,570.44	\$0.00	\$0.00	\$0.00	\$507,570.44	0
Supplies and Direct Operating Expenses	Property Insurance	21 EPPD Vehicles (\$10,295.64)	\$10,295.64	\$0.00	\$0.00	\$0.00	\$10,295.64	0

Supplies and Direct Operating Expenses	Night Vision Unit and Accessories (\$5,000 or less per unit)	ATF - Sionix Aurora Pro, Color Night Vision 1@\$1200.00, Sony A1 Camera 1@\$6698.00, Sony FE 200-600mm telephoto zoom lens 1@\$2098.00	\$9,996.00	\$0.00	\$0.00	\$0.00	\$9,996.00	0
Supplies and Direct Operating Expenses	Radio and Accessories (\$5,000 or less per unit)	Unit Radio Chargers for EPPD \$3,000.00x2=\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office Supplies	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Janitorial Supplies	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	EPCSO (3) & EPPD (2) - 5 outdoor air units \$3200 =\$16,000.00; Remainder will be additional canine supplies as needed such as dog food, training toys, and harnesses.	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	DPS - Tactical shirt 16@\$165.00=\$2640.00 DPS - Tactical pant 16@\$110.00=\$1760.00 Additional \$20,000 to be used for tactical gear for DPS SRT & DPS CID	\$24,400.00	\$0.00	\$0.00	\$0.00	\$24,400.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	"ATF - WIFI Audio/Video Recorder w/button attachments 1@\$250.00 ATF - Flash Drive Audio Recorder 1@\$80 ATF - SME-UC Travel Kit 1@\$800.00 ATF-SME UC HUGO II Deluxe Kit 1@\$1650.00 ATF -SME UC Ball Cap II Customized Covert DVR 1@\$1450.00 ATF - SME UC Oakley Covert Video Sunglasses 1@\$450.00 ATF - SME UCHoodie HD Video Hoodie 1@\$1850.00 ATF-SME UC Liftmaster II 1@\$2050.00 ATF- SME UC CMPH Day/Night Car Mount Holder DVR for Smartphones 1@\$350.00 ATF-SME UC EZPASS Covert Video System 1@\$3100.00 ATF-SME UC Beanie 1@\$1250.00 ATF-SME-BTTX Bluetooth Bodyworn Audio Transmitter 1@\$900.00 ATF SME UC Cruiser 1@\$900.00 ATF-SME CTXC-BC Covert Ball Cap Remote TX System 1@\$3100.00 EPCSO - Night Vision Vortex Monoculars 12@2,666.66 "	\$50,179.92	\$0.00	\$0.00	\$0.00	\$50,179.92	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	"Binoculars 15@\$475.00=\$7125.00 Portable speaker 1@\$350.00 Headlamps 20@\$150.00=\$3000.00 Headphones BPU, DEA, DPS Intelligence & Counterterrorism (ICT) 24@\$350.00=\$8400.00 Speakers 20@\$99.95=\$1999.00 Motorola adapter 8@400.00=\$3200.00 Seatbelt lock 36@\$80.00=\$2880.00 Portable	\$45,794.00	\$0.00	\$0.00	\$0.00	\$45,794.00	0

		Power Jump Starter w/Digital Compressor 8@\$250.00=\$2000.00 Duffle bags 50@\$250.00=\$12,500.00 Leg Shackles 20@\$100.00=\$2000.00 Magnetic GPS Tracker Case 4@\$100.00=\$400.00 140-Day Magnetic GPS Tracker 4@\$125.00=\$500.00 Subscription fee for GPS Trackers 4x\$30 per/month=\$1,440.00"						
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	DPS SRT - Tyr Tactical 18x32 Level 3 Ballistic Shield 2@\$7195.00=\$14,390.00 DPS SRT - Liberators Headset 6@\$1699.00=\$10,194	\$63,762.42	\$0.00	\$0.00	\$0.00	\$63,762.42	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	"DPS CID - Halogen 2@\$1400=\$2800.00 DPS SRT & EPCSO- KBT Breaching tool 2@\$13,900.00=\$27800.00 DPS SRT & EPCSO - KBT Cartridges 4@\$595=\$2380.00 "	\$40,580.00	\$0.00	\$0.00	\$0.00	\$40,580.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Defibrillator, medical bags, TruNarc kits	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Annual fuel for 21 EPPD Vehicles (\$68,982.05)	\$68,982.05	\$0.00	\$0.00	\$0.00	\$68,982.05	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Annual maintenance for 21 EPPD Vehicles (\$28,331.40)	\$28,331.40	\$0.00	\$0.00	\$0.00	\$28,331.40	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (\$5,000 or less per unit)	"DPS Troopers - Desk Chairs 15@\$375.00=\$5625.00 DPS Intelligence & Counterterrorism (ICT), CID, CITEC - Bookcases 4@\$785.00=\$3140.00 Unexpected furniture purchases - \$31,235.00"	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	0
Supplies and Direct Operating Expenses	Electric, Gas, and/or Water / Wastewater	Utility Overage	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

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

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$138,468.00	\$0.00	\$0.00	\$0.00	\$138,468.00
Equipment	\$357,685.50	\$0.00	\$0.00	\$0.00	\$357,685.50
Personnel	\$849,816.78	\$0.00	\$0.00	\$0.00	\$849,816.78
Supplies and Direct Operating Expenses	\$1,178,931.87	\$0.00	\$0.00	\$0.00	\$1,178,931.87
Travel and Training	\$283,447.00	\$0.00	\$0.00	\$0.00	\$283,447.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$2,808,349.15	\$0.00	\$0.00	\$0.00	\$2,808,349.15

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 #: 24-502, 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) 212-4000

AGENDA LANGUAGE:

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

A Resolution that the City Manager be authorized to sign Amendment No. 1 to the Articles of Agreement between the City of El Paso and the El Paso Municipal Police Officers' Association ("EPMPOA") for the contract period covering September 1, 2023 through August 31, 2027.

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

DEPARTMENT: El Paso Police Dept

AGENDA DATE: 4/9/2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Chief P. Pacillas

DISTRICT(S) AFFECTED: ALL

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

SUBGOAL: N/A

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 City Manager be authorized to sign Amendment No. 1 to the Articles of Agreement between the CITY OF EL PASO and the EL PASO MUNICIPAL POLICE OFFICERS' ASSOCIATION ("EPMPOA") for the contract period covering September 1, 2023 through August 31, 2027.

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 amendment addresses language in the Collective Bargaining Agreement so that it aligns with anniversary dates and probation dates for employees as it relates to step increases and promotions.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? On 3/28/23 the CBA was approved

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? General Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: Executive Assistant Chief Z. Silva
 (If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

THAT the City Manager be authorized to sign Amendment No. 1 to the Articles of Agreement between the CITY OF EL PASO and the EL PASO MUNICIPAL POLICE OFFICERS' ASSOCIATION ("EPMPOA") for the contract period covering September 1, 2023 through August 31, 2027.

ADOPTED this ____ day of _____, 2024.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas, Chief
El Paso Police Department

AMENDMENT NO. 1 TO THE ARTICLES OF AGREEMENT BETWEEN THE CITY OF EL PASO AND EL PASO MUNICIPAL POLICE OFFICERS' ASSOCIATION (2023-2027)

THIS AMENDMENT NO. 1 to the Collective Bargaining Agreement is made and entered into this _____ day of _____, 2024, by and between the City of El Paso (herein called the "City") and the El Paso Municipal Police Officers' Association (herein called the "Association"); and

WHEREAS, the City and the Association have previously entered into a collective bargaining agreement with a term of September 1, 2023 through August 31, 2027 (herein called the "Agreement"); and

WHEREAS, the City and the Association, pursuant to Article 33, Section 2, hereby mutually agree to amend the below sections of the CBA to incorporate corrected language that the Parties have previously agreed to.

NOW, THEREFORE, IT IS AGREED by the City and the Association as follows:

1. Article 4 of the Agreement entitled "Wages," Section 1.b. be and is hereby amended as follows:

b. Base pay increases for each classification shall become effective the first full pay period on or after September 1 of each year thereafter. All employees below the level of executive assistant chief shall receive a step increase on their anniversary date or promotion date, if the officer has been promoted, and shall continue thereafter to receive step increases on each succeeding anniversary date or promotion date, if the officer has been promoted until reaching the top step in their classification. These step increases shall be automatic.

2. Article 4 of the Agreement entitled "Wages," Section 1.c. be and is hereby amended as follows:

c. Thereafter and upon their anniversary dates and successful completion of probation, all officers shall advance to the next higher level in their Class Grade. Officers that are promoted will have their anniversary dates reset to match the date they were promoted. Officers will become eligible for the step increase in their new Class Grade on the first anniversary date or promotion date, if the officer has been promoted, following their advancement to the next higher level in their Class Grade.

3. Article 4 of the Agreement entitled "Wages," Section 1.d. be and is hereby amended as follows:

d. Any employee at the top step in their Class Grade, upon receiving a promotion to a higher Class Grade and entering that Class Grade at a step other than the top step, shall

receive a step increase on his anniversary date or promotion date, if the officer has been promoted, and an additional step increase on each succeeding anniversary date or promotion date, until such time as the employee reaches the top step in the new Class Grade.

4. Article 4 of the Agreement entitled “Wages,” Section 1.g. be and is hereby amended as follows:

g. Officers who are promoted to detective and above will be given the entry pay for the rank to which they are promoted or the next higher level which will assure an increase of at least 5% in pay; provided that, if rounding an Officer's hourly rate to the nearest full cent per hour results in an increase that is slightly less than 5%, such rounding shall constitute compliance with this paragraph.

5. Article 4 of the Agreement entitled “Wages,” Section 2.a. be and is hereby amended as follows:

CODE	CLASS TITLE	GRADE
7542	Police Officer	P1
7543	Advance Police Officer	P2
7551	Police Detective	P2
7544	Senior Police Officer	P3
7552	Senior Detective	P3
7561	Police Sergeant	P4
7562	Police Lieutenant	P5
7563	Police Commander	P6
7566	Police Deputy Chief	P7
7567	Police Assistant Chief	P8
7568	Police Executive Assistant Chief	P9

6. Article 4 of the Agreement entitled “Wages,” Section 4 be and is hereby amended as follows:

Section 4. Shift Differential Pay. Officers, regardless of rank, who work between the hours of 1800 hours to 0600 hours Monday through Thursday, and 1500 hours Friday to 0600 hours Monday, shall receive premium pay of 6%, in accordance with FLSA. If the shifts are overlapping with the listed times, premium shift differential pay will only be awarded for those actual hours worked during the listed times. The Shift Differential Pay shall include any Collateral Duty, Overtime, Callouts, mandatory staffing for special events requiring city-issued permits, and Mandatory Operations designated by the Department or the City.

7. Article 4 of the Agreement entitled “Wages,” Section 6 be and is hereby amended as follows:

An Officer who is required to perform the duties of a higher class title is entitled to be paid the salary prescribed for the lowest level of that class title that results in a pay raise, or a 5% salary raise from his or her current level, whichever is greater, during the time the Officer performs those duties. This requires pre-authorization from the Executive Staff. Officer in charge designation will only be authorized to the supervisor rank one step above the current rank (e.g., police officer/detective to sergeant, sergeant to lieutenant, etc.).

8. Article 6 of the Agreement entitled “Incentive Pay,” Section 8 be and is hereby amended as follows:

Section 8. Employees are entitled to longevity pay of five dollars per month per year of continuous City service with EPPD, with a maximum amount not to exceed one hundred twenty-five dollars per month. The Parties agree to further address the issue of longevity pay in the succeeding contract to this Agreement.

9. Article 9 of the Agreement entitled “Uniforms and Equipment,” Section 4 be and is hereby amended as follows:

Section 4. Effective September 1, 2023, the City shall continue to pay a \$475.00 annual clothing allowance to all employees in the Detective rank and officers regardless of rank who are routinely required to wear business attire as a part of their assignment, to be paid biannually. Effective January 1, 2025, the City shall pay a \$650.00 annual clothing allowance to all employees in the Detective rank and officers regardless of rank who are routinely required to wear business attire as a part of their assignment. All employees shall receive the full amount described above upon his or her initial promotion to detective; thereafter, employees will be paid biannually. No pension contributions will be made on any cash payments under this Section.

10. Article 10 of the Agreement entitled “Vacations,” Section 2 be and is hereby amended as follows:

Section 2. Officers shall be permitted to accumulate up to 500 hours of vacation time. Officers who exceed the maximum accumulation of vacation time will be given up to twelve (12) months to utilize the hours in excess of 500 hours. Officers shall not lose any accrued vacation if they are in the process of taking their vacation time during their anniversary date. Vacation Leave may be granted to Officers for personal matters in increments of one hour, subject to the approval of

the Department Head. Such requests must be made at least 1 hour in advance.

11. Article 10 of the Agreement entitled “Vacations,” Section 5 be and is hereby amended as follows:

Section 5. Effective September 1, 2025, the City will institute a pilot yearly buy-back program in accordance with this section. In order for an employee to sell up to 80 hours of sick leave, they must adhere to all aspects of this section. Employees selling sick leave must have at least 800 hours of sick leave as of September 1 of each year. Employees will be paid in a lump sum payment the salary equivalent of the accrued leave, up to 80 hours, to be dispersed no later than the last pay period of November of each year.

12. Article 21 of the Agreement entitled “Grievance Procedure,” Section 1.C. be and is hereby amended as follows:

C. The hearing examiner panel shall have not less than five (5) qualified members appointed by the City and Association by mutual agreement. The members on the panel shall serve a one-year term, which will automatically renew on the anniversary of their appointment, subject to the procedures set forth herein. Either party may remove a member of the panel by providing written notice to the other party within thirty (30) days’ advance notice, along with the name of at least one (1) proposed replacement panel member. The City and the Association may, at any time, remove and/or add members by mutual agreement. If there is a vacancy, such as by resignation, death, unilateral removal or agreed-upon removal, the City and the Association shall act promptly to select enough new members to ensure that the panel contains not less than five (5) active members. The City shall create a list of the hearing examiners, placed in random order, and shall designate a hearing examiner for each appeal on a rotating basis, subject to the hearing examiner’s availability.

13. Appendix J Schedule of Benefits be and is hereby amended in its entirety as follows:

CDHP	2023		2024		2025		2026		2027	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Individual Deductible	\$3,000	\$8,000	\$3,200	\$8,000	\$3,200	\$8,000	\$3,200	\$8,000	\$3,200	\$8,000
Family Deductible	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000
Embedded Individual Deductible			\$3,200		\$3,200		\$3,200		\$3,200	
Benefit Percentage Member Share	0%	50%	0%	50%	0%	50%	0%	50%	0%	50%

Individual OOP Max	\$3,000	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000
Family OOP Max	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$24,000
PCP Copay (AX) / (NX)	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
SPC Copay (AX) / (NX)	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
Preventive Care	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded
Hospital Copay	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
ER Copay	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
Urgent Care Copay Member Share	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
Retail Rx Copay	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered
Mail Order Rx Copay	0% after Ded	Not Covered	0% after Ded	Not Covered	0% after Ded	Not Covered	0% after Ded	Not Covered	0% after Ded	Not Covered
	Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage	

Basic										
	2023		2024		2025		2026		2027	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Individual Deductible	\$1,500	\$2,900	\$1,500	\$2,900	\$1,500	\$2,900	\$1,500	\$2,900	\$1,500	\$2,900
Family Deductible	\$3,600	\$7,100	\$3,600	\$7,100	\$3,600	\$7,100	\$3,600	\$7,100	\$3,600	\$7,100
Benefit Percentage Member Share	20%	50%	20%	50%	20%	50%	20%	50%	20%	50%
Individual OOP Max	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100
Family OOP Max	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100
PCP Copay (AX) / (NX)	\$20	50% after Ded	\$20	50% after Ded	\$20	50% after Ded	\$20	50% after Ded	\$20	50% after Ded
SPC Copay (AX) / (NX)	\$30	50% after Ded	\$30	50% after Ded	\$30	50% after Ded	\$30	50% after Ded	\$30	50% after Ded
Preventive Care	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded
Hospital Copay	\$125	50% after Ded	\$125	50% after Ded	\$125	50% after Ded	\$125	50% after Ded	\$125	50% after Ded

ER Copay	\$150	50% after Ded	\$150	50% after Ded	\$150	50% after Ded	\$150	50% after Ded	\$150	50% after Ded
Urgent Care Copay Member Share	\$75	50% after Ded	\$75	50% after Ded	\$75	50% after Ded	\$75	50% after Ded	\$75	50% after Ded
Retail Rx Copay	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN-MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN-MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered
Mail Order Rx Copay	Retail times 2	Not Covered	Retail times 2	Not Covered	Retail times 2	Not Covered	Retail times 2	Not Covered	Retail times 2	Not Covered

14. Except as amended in this Amendment No. 1, the Agreement between the City and the Association shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment No. 1 as of the date and year first written above after ratification by Union membership and approval by the City Council.

DATED this ____ day of _____, 2024.

**EL PASO MUNICIPAL POLICE
OFFICERS' ASSOCIATION**

CITY OF EL PASO

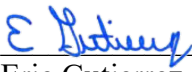
By: _____
Patrick Natividad
President, EPMPOA

By: _____
Cary Westin
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jim Jopling
CLEAT Attorney



Eric Gutierrez
Senior Assistant City Attorney

AMENDMENT NO. 1 TO THE ARTICLES OF AGREEMENT BETWEEN THE CITY OF EL PASO AND EL PASO MUNICIPAL POLICE OFFICERS' ASSOCIATION (2023-2027)

THIS AMENDMENT NO. 1 to the Collective Bargaining Agreement is made and entered into this _____ day of _____, 2024, by and between the City of El Paso (herein called the "City") and the El Paso Municipal Police Officers' Association (herein called the "Association"); and

WHEREAS, the City and the Association have previously entered into a collective bargaining agreement with a term of September 1, 2023 through August 31, 2027 (herein called the "Agreement"); and

WHEREAS, the City and the Association, pursuant to Article 33, Section 2, hereby mutually agree to amend the below sections of the CBA to incorporate corrected language that the Parties have previously agreed to.

NOW, THEREFORE, IT IS AGREED by the City and the Association as follows:

1. Article 4 of the Agreement entitled "Wages," Section 1.b. be and is hereby amended as follows:

b. Base pay increases for each classification shall become effective the first full pay period on or after September 1 of each year thereafter. All employees below the level of executive assistant chief shall receive a step increase on their anniversary date or promotion date, if the officer has been promoted, and shall continue thereafter to receive step increases on each succeeding anniversary date or promotion date, if the officer has been promoted until reaching the top step in their classification. These step increases shall be automatic.

2. Article 4 of the Agreement entitled "Wages," Section 1.c. be and is hereby amended as follows:

c. Thereafter and upon their anniversary dates and successful completion of probation, all officers shall advance to the next higher level in their Class Grade. Officers that are promoted will have their anniversary dates reset to match the date they were promoted. Officers will become eligible for the step increase in their new Class Grade on the first anniversary date or promotion date, if the officer has been promoted, following their advancement to the next higher level in their Class Grade.

3. Article 4 of the Agreement entitled "Wages," Section 1.d. be and is hereby amended as follows:

d. Any employee at the top step in their Class Grade, upon receiving a promotion to a higher Class Grade and entering that Class Grade at a step other than the top step, shall

receive a step increase on his anniversary date or promotion date, if the officer has been promoted, and an additional step increase on each succeeding anniversary date or promotion date, until such time as the employee reaches the top step in the new Class Grade.

4. Article 4 of the Agreement entitled “Wages,” Section 1.g. be and is hereby amended as follows:

g. Officers who are promoted to ~~sergeant~~ detective and above will be given the entry pay for the rank to which they are promoted or the next higher level which will assure an increase of at least 5% in pay; provided that, if rounding an Officer's hourly rate to the nearest full cent per hour results in an increase that is slightly less than 5%, such rounding shall constitute compliance with this paragraph.

5. Article 4 of the Agreement entitled “Wages,” Section 2.a. be and is hereby amended as follows:

CODE	CLASS TITLE	GRADE
7542	Police Officer	P1
7543	Advance Police Officer	P2
7551	Police Detective	P2
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7552	Senior Detective	P3
7561	Police Sergeant	P4
7562	Police Lieutenant	P5
7563	Police Commander	P6
7566	Police Deputy Chief	P7
7567	Police Assistant Chief	P8
##### <u>7568</u>	Police Executive Assistant Chief	P9

6. Article 4 of the Agreement entitled “Wages,” Section 4 be and is hereby amended as follows:

Section 4. Shift Differential Pay. Officers, regardless of rank, who work between the hours of 1800 hours to 0600 hours Monday through Thursday, and 1500 hours Friday to 0600 hours Monday, shall receive premium pay of 6%, in accordance with FLSA. If the shifts are overlapping with the listed times, premium shift differential pay will only be awarded for those actual hours worked during the listed times. The Shift Differential Pay shall include any Collateral Duty, Overtime, Callouts, mandatory staffing for special events requiring city-issued permits, and

Mandatory Operations designated by the Department or the City.

7. Article 4 of the Agreement entitled “Wages,” Section 6 be and is hereby amended as follows:

An Officer who is required to perform the duties of a higher class title is entitled to be paid the salary prescribed for the lowest level of that class title that results in a pay raise, or a 5% salary raise from his or her current level, whichever is greater, be paid the salary prescribed for lowest level of that class title that results in a pay raise during the time the Officer performs those duties. This requires pre-authorization from the Executive Staff. Officer in charge designation will only be authorized to the supervisor rank one step above the current rank (e.g., police officer/detective to sergeant, sergeant to lieutenant, etc.).

8. Article 6 of the Agreement entitled “Incentive Pay,” Section 8 be and is hereby amended as follows:

Section 8. Employees are entitled to longevity pay of five dollars per month per year of continuous City service with EPPD, with a maximum amount not to exceed one hundred twenty-five dollars per month. The Parties agree to further address the issue of longevity pay in the succeeding contract to this Agreement.

9. Article 9 of the Agreement entitled “Uniforms and Equipment,” Section 4 be and is hereby amended as follows:

Section 4. Effective September 1, 2023, the City shall continue to pay a \$475.00 annual clothing allowance to all employees in the Detective rank and officers regardless of rank who are routinely required to wear business attire as a part of their assignment, to be paid biannually. Effective January 1, 2025, the City shall pay a \$650.00 annual clothing allowance to all employees in the Detective rank and officers regardless of rank who are routinely required to wear business attire as a part of their assignment, to be paid biannually. All employees shall receive the full amount described above upon his or her initial promotion to detective; thereafter, employees will be paid biannually. No pension contributions will be made on any cash payments under this Section.

10. Article 10 of the Agreement entitled “Vacations,” Section 2 be and is hereby amended as follows:

Section 2. Officers shall be permitted to accumulate up to 500 hours of vacation time. Officers who exceed the maximum accumulation of vacation time will be given up to twelve (12) months to utilize the hours in excess of 440-500 hours. Officers shall not lose any accrued vacation if they are in the process of

taking their vacation time during their anniversary date. Vacation Leave may be granted to Officers for personal matters in increments of one hour, subject to the approval of the Department Head. Such requests must be made at least 1 hour in advance.

11. Article 10 of the Agreement entitled “Vacations,” Section 5 be and is hereby amended as follows:

Section 5. Effective September 1, 2025, the City will institute a pilot yearly buy-back program in accordance with this section. In order for an employee to sell up to 80 hours of sick leave, they must adhere to all aspects of this section. Employees selling sick leave must have at least 800 hours of sick leave as of September 1 of each year. Employees will be paid in a lump sum payment the salary equivalent of the accrued leave, up to 80 hours, to be dispersed no later than the last pay period of November of each year.

12. Article 21 of the Agreement entitled “Grievance Procedure,” Section 1.C. be and is hereby amended as follows:

C. The hearing examiner panel shall have not less than five (5) qualified members appointed by the City and Association by mutual agreement. The members on the panel shall serve a one-year term, which will automatically renew on the anniversary of their appointment, subject to the procedures set forth herein. Either party may remove a member of the panel by providing written notice to the other party within thirty (30) days’ advance notice, along with the name of at least one (1) proposed replacement panel member. The City and the Association may, at any time, remove and/or add members by mutual agreement. If there is a vacancy, such as by resignation, death, unilateral removal or agreed-upon removal, the City and the Association shall act promptly to select enough new members to ensure that the panel contains not less than five (5) active members. The City Civil Service Commission shall create a list of the hearing examiners, placed in random order, and shall designate a hearing examiner for each appeal on a rotating basis, subject to the hearing examiner’s availability.

13. Appendix J Schedule of Benefits be and is hereby amended in its entirety as follows:

CDHP										
	<u>202319</u>		<u>202420</u>		<u>202521</u>		<u>202622</u>		<u>202723</u>	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Individual Deductible	\$3, <u>000</u>	\$8,000	\$3, <u>200</u>	\$8,000	\$3, <u>200</u>	\$8,000	\$3, <u>200</u>	\$8,000	\$3, <u>200</u>	\$8,000
Family Deductible	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000
			<u>\$3,200</u>		<u>\$3,200</u>		<u>\$3,200</u>		<u>\$3,200</u>	

Embedded Individual Deductible										
Benefit Percentage Member Share	0%	50%	0%	50%	0%	50%	0%	50%	0%	50%
Individual OOP Max	\$3,000	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000
Family OOP Max	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$24,000
PCP Copay (AX) / (NX)	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
SPC Copay (AX) / (NX)	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
Preventive Care	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded
Hospital Copay	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
ER Copay	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
Urgent Care Copay Member Share	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
Retail Rx Copay	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered
Mail Order Rx Copay	0% after Ded	Not Covered	0% after Ded	Not Covered	0% after Ded	Not Covered	0% after Ded	Not Covered	0% after Ded	Not Covered
	Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage	

Basic										
	2023 ¹⁹		2024 ²⁰		2025 ²¹		2026 ²²		2027 ²³	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Individual Deductible	\$1,500 ⁰⁰⁰	\$2,900 ^{3,000}	\$1,500 ⁴⁰⁰	\$2,900	\$1,500 ²⁵⁰	\$2,900	\$1,500	\$2,900	\$1,500	\$2,900
Family Deductible	\$3,600 ^{2,500}	\$7,100 ⁵⁰⁰	\$3,600 ^{2,750}	\$7,100	\$3,600 ¹²⁵	\$7,100	\$3,600	\$7,100	\$3,600	\$7,100
Benefit Percentage Member Share	20%	50%	20%	50%	20%	50%	20%	50%	20%	50%
Individual OOP Max	\$43,000	\$8,100 ^{6,000}	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100
Family OOP Max	\$86,000	\$202,150	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100
PCP Copay (AX) / (NX)	\$20	50% after Ded	\$20	50% after Ded	\$20	50% after Ded	\$20	50% after Ded	\$20	50% after Ded
SPC Copay (AX) / (NX)	\$30	50% after Ded	\$30	50% after Ded	\$30	50% after Ded	\$30	50% after Ded	\$30	50% after Ded

Preventive Care	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded
Hospital Copay	\$125	50% after Ded	\$125	50% after Ded	\$125	50% after Ded	\$125	50% after Ded	\$125	50% after Ded
ER Copay	\$150	50% after Ded	\$150	50% after Ded	\$150	50% after Ded	\$150	50% after Ded	\$150	50% after Ded
Urgent Care Copay Member Share	20% after Ded \$75	50% after Ded	\$75	50% after Ded	\$75	50% after Ded	\$75	50% after Ded	\$75	50% after Ded
Retail Rx Copay	\$10/\$30/\$45 Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN-MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN-MAX Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered
Mail Order Rx Copay	Retail times <u>2</u>	Not Covered	Retail times <u>2</u>	Not Covered	Retail times <u>2</u>	Not Covered	Retail times <u>2</u>	Not Covered	Retail times <u>2</u>	Not Covered

14. Except as amended in this Amendment No. 1, the Agreement between the City and the Association shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment No. 1 as of the date and year first written above after ratification by Union membership and approval by the City Council.

DATED this ____ day of _____, 2024.

**EL PASO MUNICIPAL POLICE
OFFICERS' ASSOCIATION**

CITY OF EL PASO

By: _____
Patrick Natividad
President, EPMPOA

By: _____
Cary Westin
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jim Jopling
CLEAT Attorney

Eric Gutierrez
Senior Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-474, 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, 3, 4, 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)

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

AGENDA DATE: April 9, 2024
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 2, 3, 4, 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:

Nicholas H. Ybarra

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

ATTACHMENT A
SOLID WASTE LIENS

April 9, 2024

Address	Owner of Record	Amount	District
1858 KENTUCKY ST	LOZANO ALONSO	\$343.50	2
2728 SAN DIEGO AVE	FIGUEROA LAURA L	\$530.50	2
3909 MONROE AVE	SOLIS IRMA & RIVERA ROSAURA & 1	\$438.00	2
7104 PEAR TREE LN	MADRID DAVID & MARTHA E	\$329.00	3
5306 TROWBRIDGE DR	GOMEZ CARLOS J & ROSALINDA	\$1,786.00	3
6716 HEARTSTONE CT	PRESLEY B J L	\$362.50	4
1116 IDAHO ST	BARRAZA RAMON	\$481.00	8
1824 E CLIFF DR	ANGUIANO ADELA O	\$338.00	8
2128 ATLANTA AVE	YANEZ ROMAN & INEZ	\$451.50	8

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LOZANO ALONSO, 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:

1858 Kentucky St, more particularly described as N 40 Ft Of 13 To 16 (4000 Sq Ft), Block 84, Highland Park Subdivision, City of El Paso, El Paso County, Texas, PID #H453-999-0840-4500

to be \$343.50, 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 28th day of September, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 50/100 DOLLARS (\$343.50) 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 _____, 2024.

CITY OF EL PASO:

Oscar Leeson
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:

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

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

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

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

2728 San Diego Ave, more particularly described as Lots 14 & W
22 Ft Of 15 & E 24 Ft Of 13, Block 36, Manhattan Heights
Subdivision, City of El Paso, El Paso County, Texas, PID #M056-
999-0360-2500

to be \$530.50, 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 8th 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 FIVE HUNDRED THIRTY AND 50/100 DOLLARS (\$530.50) 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 _____, 2024.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Nick Ybarra, P.E., CFM-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, SOLIS IRMA & RIVERA ROSAURA & 1, 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:

3909 Monroe Ave, more particularly described as Lots 11 & 12
(6000 Sq Ft), Block 35, Morningside Heights Subdivision, City of
El Paso, El Paso County, Texas, PID #M794-999-0350-3100

to be \$438.00, 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 27th day of October, 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 EIGHT AND 00/100 DOLLARS (\$438.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

CITY OF EL PASO:


Oscar Leeser
Mayor

ATTEST:

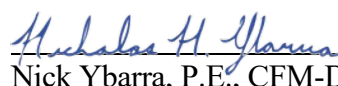
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



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

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

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

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

7104 Pear Tree Ln, more particularly described as Lot 14 (6000 Sq Ft), Block 4, Hidden Valley Subdivision, City of El Paso, El Paso County, Texas, PID #H413-999-004-02700

to be \$329.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of September, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY NINE AND 00/100 DOLLARS (\$329.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre
Assistant City Attorney

Nick Ybarra, P.E., CFM-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, GOMEZ CARLOS J & ROSALINDA, 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:

5306 Trowbridge Dr, more particularly described as Lot 36 (6210 Sq Ft), Block 4, Del Mesa Subdivision, City of El Paso, El Paso County, Texas, PID #D346-999-0040-2500

to be \$1786.00, 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 27th day of October, 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 SEVEN HUNDRED EIGHTY SIX AND 00/100 DOLLARS (\$1786.00) to be a lien on the above described property, said amount being due

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

CITY OF EL PASO:


Oscar Leeser
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Leslie B. Jean-Pierre
Assistant City Attorney


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

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

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

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

6716 Heartstone Ct, more particularly described as Lot 46 (6272.55 Sq Ft), Block 14, Sherman #4 Replat Subdivision, City of El Paso, El Paso County, Texas, PID #S363-999-0140-6800

to be \$362.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of 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 THREE HUNDRED SIXTY TWO AND 50/100 DOLLARS (\$362.50) 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 _____, 2024.

CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Nick Ybarra, P.E., CFM-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, BARRAZA RAMON, 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:

1116 Idaho St, more particularly described as Lots 31 & 32 (6000 Sq Ft), Block 8, Highland Park Subdivision, City of El Paso, El Paso County, Texas, PID #H453-999-0080-9600

to be \$481.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of September, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTY ONE AND 00/100 DOLLARS (\$481.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre
Assistant City Attorney

Nick Ybarra, P.E., CFM-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, ANGUIANO ADELA O, 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:

1824 E Cliff Dr, more particularly described as Lots 9 & 10 (5076 Sq Ft), Block 5, Golden Hill Subdivision, City of El Paso, El Paso County, Texas, PID #G537-999-0050-2500

to be \$338.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of October, 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 EIGHT AND 00/100 DOLLARS (\$338.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

CITY OF EL PASO:


Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Nick Ybarra, P.E., CFM-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 Leeser, 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, YANEZ ROMAN & INEZ, 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:

2128 Atlanta Ave, more particularly described as Lot 12 (6933.59 Sq Ft), Block 33, Cotton Subdivision, City of El Paso, El Paso County, Texas, PID #C849-999-0330-5300

to be \$451.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of September, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY ONE AND 50/100 DOLLARS (\$451.50) 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 _____, 2024.

CITY OF EL PASO:


Oscar Leaser
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Leslie B. Jean-Pierre
Assistant City Attorney


Nick Ybarra, P.E., CFM-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

ATTACHMENT A
SOLID WASTE LIENS

April 9, 2024

Address	Owner of Record	Amount	District
1858 KENTUCKY ST	LOZANO ALONSO	\$343.50	2
2728 SAN DIEGO AVE	FIGUEROA LAURA L	\$530.50	2
3909 MONROE AVE	SOLIS IRMA & RIVERA ROSAURA & 1	\$438.00	2
7104 PEAR TREE LN	MADRID DAVID & MARTHA E	\$329.00	3
5306 TROWBRIDGE DR	GOMEZ CARLOS J & ROSALINDA	\$1,786.00	3
6716 HEARTSTONE CT	PRESLEY B J L	\$362.50	4
1116 IDAHO ST	BARRAZA RAMON	\$481.00	8
1824 E CLIFF DR	ANGUIANO ADELA O	\$338.00	8
2128 ATLANTA AVE	YANEZ ROMAN & INEZ	\$451.50	8



Legislation Text

File #: 24-421, 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.

Districts 7 and 8

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

AGENDA LANGUAGE:

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

That the Planning and Inspection Liens on the attachment posted with this agenda be approved. (See Attachment B)

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

AGENDA DATE: April 9, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Tony De La Cruz, (915) 212-1589

DISTRICT(S) AFFECTED: 7 and 8

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

SUBGOAL: 3.1 Provide business friendly permitting and inspection process
3.2 Set one standard for infrastructure across the city

SUBJECT:

That the Planning and Inspections liens on the attachment posted with this agenda be approved (see Attachment B).

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: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip FIVE

ATTACHMENT B

PLANNING AND INSPECTIONS LIENS

MARCH 26, 2024

ADDRESS	OWNER OF RECORD	AMOUNT	DISTRICT
8383 BLACK	GUADALUPE & GICELA GONZALEZ	\$980.35	7
316 N. CAROLINA DR.	CARMEN G. AGUILAR & YVETTE ROBINSON & 1	\$4,610.50	7
9341 LEONARDO AVE.	ANDRES ESCOBAR	\$2,345.00	7
609 BRISTOL DR.	MATTHEW PINA	\$475.00	8
1115 MYRTLE AVE.	WESTMOUNT ASSETS INC.	\$1,880.00	8

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, Gonzalez Guadalupe & Gicela, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the PLANNING AND INSPECTIONS DEPARTMENT, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Planning and Inspections Department has reported the cost of doing such work in the amount hereinafter set forth.

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

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

8383 Black Dr., El Paso, Texas 79907-3803., more particularly described as Lomaland W 55 Ft of E 155 Ft of S 85 Ft of 23 & W 55 Ft of 24 (5489 Sq Ft) Lot , City of El Paso, El Paso County, Texas, PID #L60099900105700

to be \$980.35, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of September, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount Nine Hundred Eighty AND 35/100 DOLLARS

(\$980.35) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2024

CITY OF EL PASO:

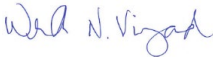
Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Wendi N. Vineyard
Assistant City Attorney



Javier A. De La Cruz
Planning and Inspections Department
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____, 202_,
by _____, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

El Paso Office of the Comptroller
300 N. Campbell
El Paso, Texas 79901
(915)212-0040

FOR INFORMATION ON THE WORK OR ORDERS ENTERED PLEASE CONTACT:

Property & Inspection
801 Texas Ave.
El Paso, Texas 79901
(915) 212-0104

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, AGUILAR CARMEN G & ROBINSON YVETTE & 1, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the PLANNING AND INSPECTIONS DEPARTMENT, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Planning and Inspections Department has reported the cost of doing such work in the amount hereinafter set forth.

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

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

316 N. CAROLINA DR., EL PASO, TX 79915-2841., more particularly described as ROSEDALE FARMS #4 32 & E 3 FT OF 33 EXC N 10 FT (0.858 AC) Lot , City of El Paso, El Paso County, Texas, PID #R75499900107000

to be \$4,610.50, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30TH day of JUNE, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FOUR THOUSAND SIX HUNDRED TEN AND

50/100 DOLLARS (\$4,610.50) 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 _____, 2024

CITY OF EL PASO:

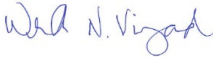
Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Wendi N. Vineyard
Assistant City Attorney



Javier A. De La Cruz
Planning and Inspections Department
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____, 202_,
by _____, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

El Paso Office of the Comptroller
300 N. Campbell
El Paso, Texas 79901
(915)212-0040

FOR INFORMATION ON THE WORK OR ORDERS ENTERED PLEASE CONTACT:

Property & Inspection
801 Texas Ave.
El Paso, Texas 79901
(915) 212-0104

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, Escobar Andres, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the PLANNING AND INSPECTIONS DEPARTMENT, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Planning and Inspections Department has reported the cost of doing such work in the amount hereinafter set forth.

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

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

9341 Leonardo Ave., El Paso, TX 79907., more particularly described as North Valumbrosa #2 TR 137 (5150 Sq. Ft.) Lot , City of El Paso, El Paso County, Texas, PID #N52599900106200

to be \$2,345.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of November, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount Two Thousand Three Hundred Fourty Five AND 00/100 DOLLARS (\$2,345.00) to be a lien on the above described property, said amount being due and

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024

CITY OF EL PASO:


Oscar Leeser
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Wendi N. Vineyard
Assistant City Attorney



Javier A. De La Cruz
Planning and Inspections Department
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____, 202_,
by _____, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

El Paso Office of the Comptroller
300 N. Campbell
El Paso, Texas 79901
(915)212-0040

FOR INFORMATION ON THE WORK OR ORDERS ENTERED PLEASE CONTACT:

Property & Inspection
801 Texas Ave.
El Paso, Texas 79901
(915) 212-0104

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, Pina Matthew, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the PLANNING AND INSPECTIONS DEPARTMENT, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Planning and Inspections Department has reported the cost of doing such work in the amount hereinafter set forth.

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

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

609 Bristol Dr., El Paso, TX 79912., more particularly described as
6 West Hills #2 Lot 20 (EXC NLY 1 Ft.) 5840.75 Sq. Ft., City of El
Paso, El Paso County, Texas, PID #W14599900602000

to be \$475.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of December, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount Four Hundred Seventy Five AND 00/100 DOLLARS (\$475.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024

CITY OF EL PASO:


Oscar Leeser
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Wendi N. Vineyard
Assistant City Attorney



Javier A. De La Cruz
Planning and Inspections Department
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of _____, 202_,
by _____, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

El Paso Office of the Comptroller
300 N. Campbell
El Paso, Texas 79901
(915)212-0040

FOR INFORMATION ON THE WORK OR ORDERS ENTERED PLEASE CONTACT:

Property & Inspection
801 Texas Ave.
El Paso, Texas 79901
(915) 212-0104

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, Westmount Assets Inc, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the PLANNING AND INSPECTIONS DEPARTMENT, under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Planning and Inspections Department has reported the cost of doing such work in the amount hereinafter set forth.

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

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

1115 Myrtle Ave., El Paso, TX 79902., more particularly described
as 15 Franklin Heights 23 & 24 (6000 Sq. Ft.) Lot , City of El Paso,
El Paso County, Texas, PID #F60799901505700

to be \$1,880.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of December, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount One Thousand Eight Hundred Eighty AND 00/100 DOLLARS (\$1,880.00) to be a lien on the above described property, said amount being due and

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024

CITY OF EL PASO:


Oscar Leeser
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Wendi N. Vineyard
Assistant City Attorney



Javier A. De La Cruz
Planning and Inspections Department
Assistant Director

ACKNOWLEDGEMENT

ATTACHMENT B

PLANNING AND INSPECTIONS LIENS

MARCH 26, 2024

ADDRESS	OWNER OF RECORD	AMOUNT	DISTRICT
8383 BLACK DR.	GUADALUPE & GICELA GONZALEZ	\$980.35	7
316 N. CAROLINA DR.	CARMEN G. AGUILAR & YVETTE ROBINSON & 1	\$4,610.50	7
9341 LEONARDO AVE.	ANDRES ESCOBAR	\$2,345.00	7
609 BRISTOL DR.	MATTHEW PINA	\$475.00	8
1115 MYRTLE AVE.	WESTMOUNT ASSETS INC.	\$1,880.00	8



Legislation Text

File #: 24-485, 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 Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

That the closure of rights-of-way within the City of El Paso for the IM Novelties Texas Pop Up show from 3:00 p.m. to 10:00 p.m. on Saturday May 4, 2024, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for portions of Texas Avenue between Mesa and Stanton Street upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA 30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV24-00010).

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

AGENDA DATE: April 9, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Armida Martinez, (915) 212-1605

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #4 Enhance El Paso's quality of life through recreational, cultural and educational environments

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs

SUBJECT:

That the closure of rights-of-way within the City of El Paso for the IM Novelties Texas Pop Up show from 3:00 p.m. to 10:00 p.m. on Saturday May 4th, 2024, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for options of Texas Avenue between Mesa and Stanton Street upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA 30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV24-00010)

BACKGROUND / DISCUSSION:

EVENT NAME: IM Novelties Texas Pop Up Show
PERMIT CASE NUMBER: CSEV24-00010
EVENT DATE/HOURS: Saturday, May 4, 2024 at 4:00 p.m. to 9:00 p.m.
TRAFFIC CONTROL: Saturday, May 4, 2024 at 3:00 p.m. to 10:00 p.m.
STATE ROW IN USE: Texas Avenue between Mesa Street and Stanton Street
APPLICANT: Mariano Adame

The Disclosure of Campaign Contributions and Donations Form was provided to the applicant for the opportunity to disclose contributions and donations.

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

Revised 04/09/2021

RESOLUTION

WHEREAS, Mariano Adame (hereinafter referred to as “Grantee”) has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso’s (hereinafter referred to as “the City”) for the **IM Novelties Texas Pop Up Show on Saturday, May 4th, 2024 from 04:00 p.m. to 09:00 p.m** (hereinafter referred to as the “Event”); and

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

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

WHEREAS, The State of Texas (hereinafter referred to as the “State”) owns and operates a system of highways for public use and benefit, including **Texas Street** within El Paso, Texas; and

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

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

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

That the closure of rights-of-way within the City of El Paso for the **IM Novelties Texas Pop Up Show from 3:00 p.m. to 10:00 pm on Saturday, May 4th, 2024**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Texas Avenue between Mesa Street and Stanton Street** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

(Signatures 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:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **Texas Street**, in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of **Texas Street**, for the purpose of allowing **IM Novelties Texas Pop Up Show**, from **3:00 p.m. on Saturday, May 4th, 2024** to **10:00 p.m. on Saturday, May 4th, 2024** as described in the attached “**Exhibit A**”, hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the date day of Month, Year, the El Paso City Council passed a Resolution, attached hereto and identified as “**Exhibit B**,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as “**Exhibit C,**” and incorporated as if fully set forth herein.

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

B. The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State’s right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. 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.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of El Paso Attn: Cary Westin Intern City Manager 300 N. Campbell- City 1, 2 nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas C. Trevino, P.E. El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

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

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF EL PASO

Executed on behalf of the local government by:

Cary Westin
Interim City Manager

Date _____

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etive

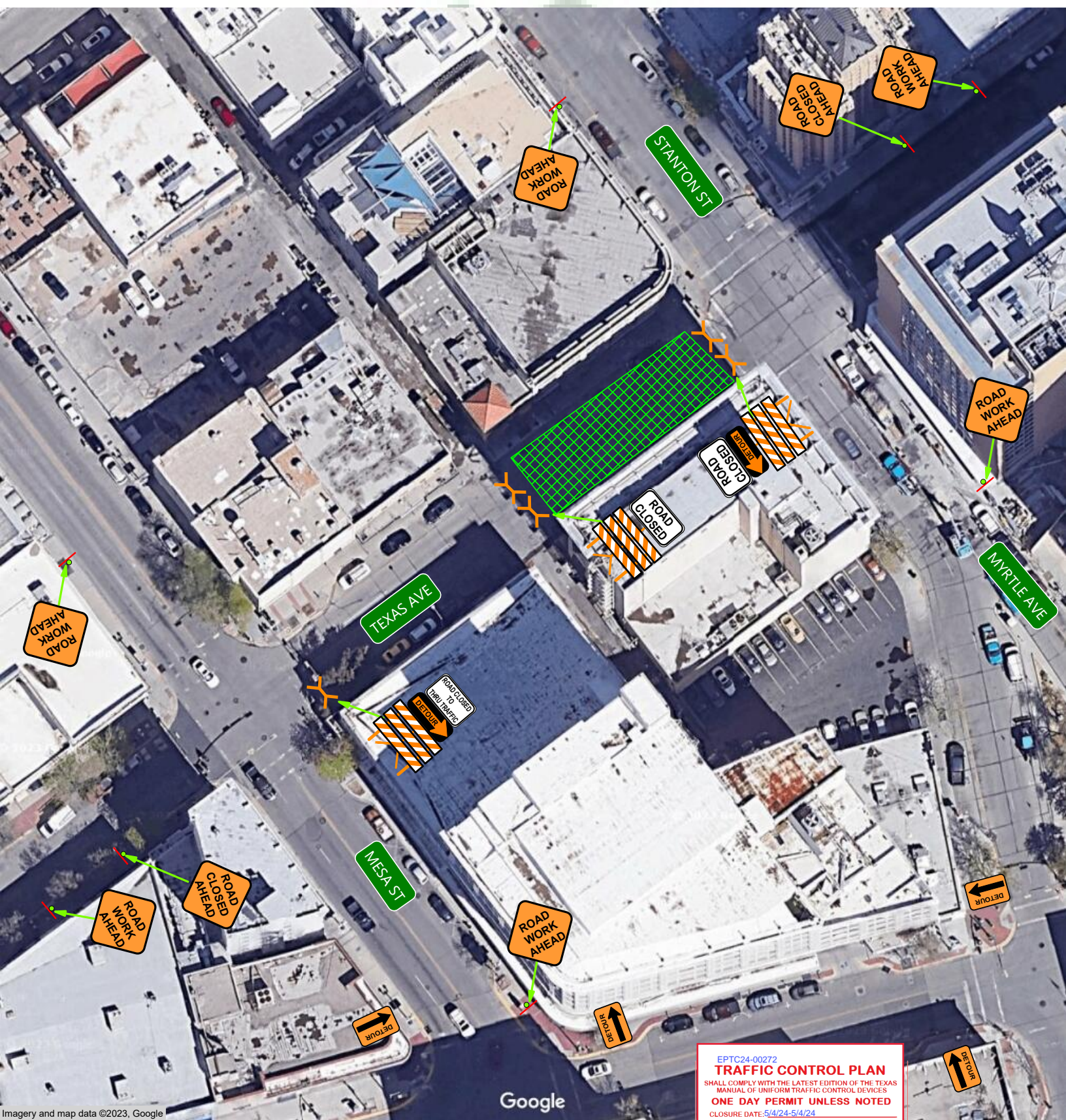
Philip F. Etive, Director
Planning and Inspections Department

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
Tomas C. Trevino, P.E.,
El Paso District Engineer

Date _____



Imagery and map data ©2023, Google

EPTC24-00272
TRAFFIC CONTROL PLAN
 SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
 CLOSURE DATE: 5/4/24-5/4/24
 TIME: 4PM-9PM
 BY: *[Signature]* DATE: 02/13/2024
 CITY OF EL PASO STREETS AND MAINTENANCE



TCP PREPARED BY: ARIEL CEDILLO JR. APACHE BARRICADE & SIGN								
POSTED SPEED	FORMULA	MIN. TAPER LENGTH			SUGGESTED MAX. DEVICE SPACING		MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
		10' OFFSET	11' OFFSET	12' OFFSET	ON A TAPER	ON TANGENT		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'



I AM NOVELTIES
 LOCATION: TEXAS / STANTON
 PROJECT: FASHION SHOW
 TTC: ROAD CLOSURE / DETOUR ROUTE

NOTES:
 1. DRAWING NOT TO SCALE.
 2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

 = 
 UNLESS OTHERWISE INDICATED

 = WORK SPACE

RESOLUTION

WHEREAS, Mariano Adame (hereinafter referred to as “Grantee”) has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso’s (hereinafter referred to as “the City”) for the **IM Novelties Texas Pop Up Show on Saturday, May 4th, 2024 from 04:00 p.m. to 09:00 p.m** (hereinafter referred to as the “Event”); and

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

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

WHEREAS, The State of Texas (hereinafter referred to as the “State”) owns and operates a system of highways for public use and benefit, including **Texas Street** within El Paso, Texas; and

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

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

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

That the closure of rights-of-way within the City of El Paso for the **IM Novelties Texas Pop Up Show from 3:00 p.m. to 10:00 pm on Saturday, May 4th, 2024**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Texas Avenue between Mesa Street and Stanton Street** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

(Signatures 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:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

Exhibit C

IM NOVELTIES TEXAS POP UP SHOW

Event Name : IM NOVELTIES TEXAS POP UP SHOW

Event Type : Street Display / Exhibition

Event Purpose : Community Activity

No Of Days : 1

Event Start Date : May 4, 2024

Event End Date : May 4, 2024

Event Time :

	Start Time	End Time
Day 1 - May 4, 2024	4:00 PM	9:00 PM

	Date	From	To
Setup	May 4, 2024	3:00 PM	3:55 PM
TearDown	May 4, 2024	9:01 PM	10:00 PM

Anticipated Maximum Attendance (Staff, Volunteers and Attendees.) :

Date	Participants	Spectators	Total
Day 1 - May 4, 2024	30	100	130

Contact Person(s)

Name : Mariano adame

Address : 113 Fountain Rd El Paso , Texas, 79912 , USA

Email : imnovelties2222@gmail.com

Mobile : 79912

Office Phone : 5129716959

Park Use

Event not take place any of the Downtown Parks

Fire & Public Safety

Security

Hiring Security Guards : No

Police

Hiring Police Officers : No

Will you be erecting temporary fences or barriers? Yes

Will you be erecting temporary structures such as tents or canopies? Yes

Size and quantity of temporary structures :

vendor tables

Will your event feature or utilize compressed gases? No

Fireworks

Will your event feature or utilize fireworks or pyrotechnics? No

Supply of electrical power to the event :

through the IM Novelties shop located at 222-2 Texas Ave

What will need electrical power?

Music speakers

Participating businesses open in the conjunction with the event?

Traffic Control Information

Company Name : IM Novelties

Company Contact Number : 5129716959

Street Clousre :
Alley is Affected : No

Parking Meters

Will you need exclusive use of parking meters within the proposed footprint before or after street closure?

No

Will you need exclusive use of parking meters outside of the proposed location before or after street closure?

No

Animals

No animal featured in this event

Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt
2	2	1	0

Purpose of Amplification : Announcements

Location description of amplification devices : on sidewalks

Alcohol Use

Will alcoholic beverages be sold, served or consumed at your event? No

Will alcoholic beverages be sold, served or consumed on a city right of way? No

Will alcoholic beverages be sold, served or consumed in the park? No

Trade name of establishment / organization obtaining the TABC permit in conjunction with the event :

Permit / License Holder name :

Will non-profit entity buy/sell alcohol for your event? No

Food & Merchandise Sales

Number of food location : 2

Number of beverage location : 2

Event feature merchandise vendors : Yes

Event Clean Up

No arrangement for cleaning and sanitation services.

Internet Access

Is Wireless Internet access needed? No

Is A Secure Wireless Internet Connection needed ? No

Uploaded files

Site plan : submitted

Certificate of insurance documents : submitted

Signed notice of proposed closure form : submitted

Public Safety Plan : submitted

Traffic control plan : submitted

TxDot insurance form : submitted

Food vendor's name & Contact : submitted

Merchandise name and contact : submitted

Applicant Name :

Applicant E-Signature :

Sign Date :

IM NOVELTIES TEXAS POP UP SHOW

May 4 2024

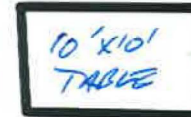
4pm-9pm

sidewalk for vendor tables



TEXAS AVE

Announment Table



barricading

barricading

sidewalk for vendor tables



222 Texas Ave



ICP PREPARED BY: ANIEL CRUZILLO JR.
APACHE BARRICADE & SIGN

SPEED LIMIT	TRAFFIC CONTROL	MIN. TRUCK LENGTH		SUGGESTED MAX. SPACE SPACING		MIN. TRUCK LENGTH		SUGGESTED MAX. SPACE SPACING	
		FEET	INCHES	FEET	INCHES	FEET	INCHES	FEET	INCHES
30	L-STOP	150	160	150	30	60	120	200	
35		200	220	240	35	70	160	280	
40		250	270	320	40	80	240	380	
45		300	320	380	45	90	320	500	
50	L-STOP	350	370	440	50	100	400	620	
55		400	420	500	55	110	500	750	
60		450	470	560	60	120	600	870	
65		500	520	620	65	130	700	1000	
70		550	570	680	70	140	800	1100	
75		600	620	740	75	150	900	1200	

LEGEND

ROAD CLOSURE AHEAD INDICATED

WORK SPACE

I AM NOVELTIES
LOCATION: TEXAS / STANTON
PROJECT: FASHION SHOW
TTC: ROAD CLOSURE / DETOUR ROUTE
NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM FOR TRAVEL LANE.



Legislation Text

File #: 24-477, 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 3, 5, 6, 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 Transportation Alternatives Set-Aside Program TA23 Connected Bike Lanes project which has an estimated total project cost of \$1,934,910.82 of which the estimated local government participation amount is \$0.00 plus any cost overruns. 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.

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

AGENDA DATE: April 09, 2024
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 3, 5, 6, 7

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

SUBGOAL: N/A

SUBJECT:

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 Transportation Alternatives Set-Aside Program TA23 Connected Bike Lanes project which has an estimated total project cost of \$1,934,910.82 of which the estimated local government participation amount is \$0.00 plus any cost overruns. 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 the construction of new bicycle lanes and new signage along the corridors of Pebble Hills Boulevard, Montwood Drive, and Lomaland Drive to connect to the existing bicycle facility network.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Federal/State- \$1,934,910.82


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 Transportation Alternatives Set-Aside Program TA23 Connected Bike Lanes project, for the construction of new bicycle lanes and new signage along the corridors of Pebble Hills Boulevard, Montwood Drive, and Lomaland Drive to connect to the existing bicycle facility network, which has an estimated total project cost of \$1,934,910.82 of which the estimated local government participation amount is \$0.00 plus any cost overruns. 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.

ADOPTED this _____ day of _____ 2024.

CITY OF EL PASO:

ATTEST:

Oscar Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez, AICP
Director of Grant Funded Programs

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-726	AFA ID	Z00009033	CFDA No.	20.205
AFA CSJs	0924-06-726			CFDA Title	Highway Planning and Construction
District #	24 - ELP	Code Chart 64#	13400 – City of El Paso		
Project Name	TA23 Connected Bike Lanes			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
Utilizing State Transportation Development Credits
TxDOT-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project (“Agreement”) is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of El Paso (Local Government), acting through its duly authorized officials.

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 law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, 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 rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as TA23 Connected Bike Lanes (Project), and

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116575 (MO) dated October 26, 2023 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

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WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- A. Period of 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 terminated as provided below.
- B. Period of Performance.
 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of the construction of new bicycle lanes and new signage along the corridors of Pebble Hills Boulevard, Montwood Drive, and Lomaland Drive to connect to the existing bicycle facility network.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

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

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- B. The total estimated project cost as shown in Attachment B includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. 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. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).
- G. 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.
- 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. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment

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- B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or 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.
- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. 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 State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation

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Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 1. By mutual written consent and agreement of all parties;
 2. By any party with 90 days written notice; or
 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be 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;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
 2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 3. Local Government withdraws from participation in Project.
 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

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F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. 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.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of 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.

- A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

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9. 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).

10. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

- A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction

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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. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, 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 Subpart 635.B.
- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

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- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government 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, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership,

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acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent 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 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

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14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of 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 State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

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:
The City of El Paso ATTN: CID Director of Grant Funded Programs PO 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.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Director of Advanced Transportation Planning
13301 Gateway Blvd. West
El Paso, TX 79928-5410

All invoicing, payment, and project inquiries must include the following information:

County: El Paso County
Local Government: City of El Paso
CSJ No.: 0924-06-726
Project Name: TA23 Connected Bike Lanes
Highway or Roadway: Pebble Hills Blvd, Montwood Drive, Lomaland Drive

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16. Legal Construction

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

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

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

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties 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, Local Government shall furnish State with satisfactory proof of this compliance.

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 Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to 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,

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District #	24 - ELP	Code Chart 64#	13400 – City of El Paso		
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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 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

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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).
- 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).

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- 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 Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of 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. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. 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. 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 Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) 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.”

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28. Debarment Certifications

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, 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 contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by 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

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 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 be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. 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

- 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

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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. Local Government agrees that it shall:

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

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- 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 at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, 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 Project remains open for federal funding expenditures, 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 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 STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

**THE LOCAL GOVERNMENT
THE CITY OF EL PASO**

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


Date

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:



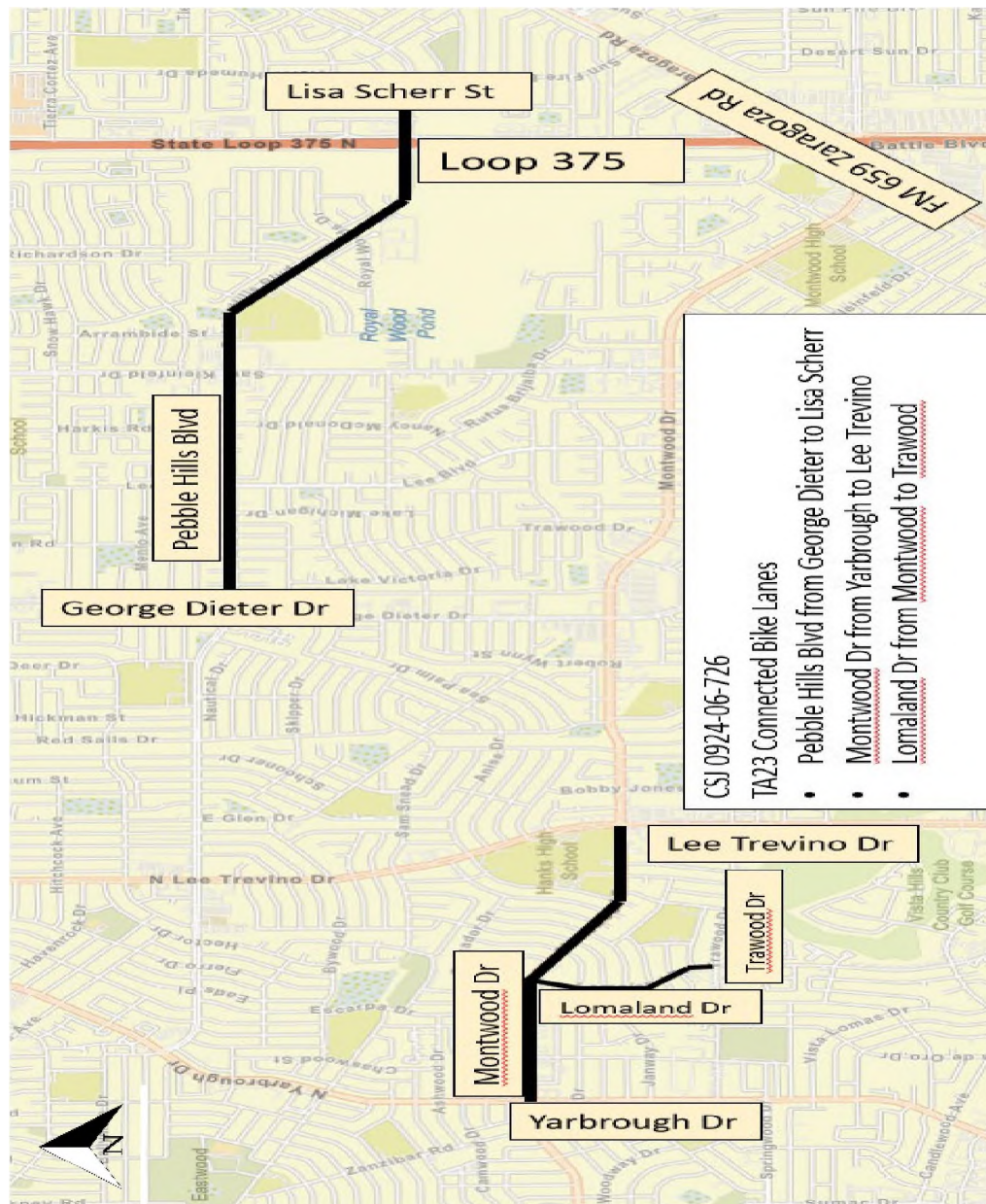
Joaquin Rodriguez, AICP
CID Grant Funded Program Director



Roberta Brito
Senior Assistant City Attorney

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ATTACHMENT A PROJECT LOCATION MAP



TxDOT:				Federal Highway Administration:	
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**ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS**

LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized TDC reduction	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$ 1,430,570.00						
Construction Engineering Cost	\$ 214,100.00						
Eligible In-Kind Contribution Value	\$						
Total Construction Value (sum of construction cost and in-kind value)	\$1,644,670.00	100%	\$1,644,670.00	0%	\$0	TDCs	328,934.00
Work by LG Subtotal	\$1,644,670.00		\$1,644,670.00		\$0		328,934.00

Work Performed by the State (Local Participation paid up front by LG to TxDOT)

Preliminary Engineering ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$						\$0
Eligible In-Kind Contribution Value	\$						
Total Construction Value (sum of construction cost and in-kind value)	\$0	0%	\$0	0%	\$0	0%	

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Work by State Subtotal	\$0	\$0		\$0		\$0	
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized TDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$32,188	100%	\$32,188	0%	\$0	TDCs	6,438
Environmental Cost ¹	\$21,459	100%	\$21,459	0%	\$0	TDCs	4,292
Right of Way ¹	\$6,437	100%	\$6,437	0%	\$0	TDCs	1,287
Utilities ¹	\$4,292	100%	\$4,292	0%	\$0	TDCs	858
Construction ²	\$150,210	100%	\$150,210	0%	\$0	TDCs	30,042
Direct State Costs Subtotal	\$214,586	100%	\$214,586	0%	\$0	TDCs	42,917
Indirect State Cost	\$75,654.82	\$0		100%	\$75,654.82	0	
TOTAL PARTICIPATION	\$1,934,910.82	\$1,859,256		\$75,654.82		TDCs	371,851
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION						TDCs	

- The estimated total participation by Local Government is \$0.00.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$0.00.
- ¹Local Government's first payment of \$0.00 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of \$0.00 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 371,851.

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- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$1,859,256.

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ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT



Legislation Text

File #: 24-490, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

Capital Improvement Department, 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 design and construction of the highway improvement project generally described as HSIP-Install Raised Median-McCombs Street from Woodrow Bean Transmountain to Railroad Drive, which has an estimated total project cost of \$478,241.00 of which the estimated local government participation amount is estimated at \$45,847.00 plus any cost overruns. 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.

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

AGENDA DATE: April 09, 2024
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, (915) 212- 0065
DISTRICT(S) AFFECTED: 4
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

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 design and construction of the highway improvement project generally described as HSIP-Install Raised Median-McCombs Street from Woodrow Bean Transmountain to Railroad Drive, which has an estimated total project cost of \$478,241.00 of which the estimated local government participation amount is estimated at \$45,847.00 plus any cost overruns. 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 the Engineering, Environmental Assessment, and Installation of a Raised Median along McCombs Street from Woodrow Bean Transmountain to Railroad Drive

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Federal/State- \$432,394.00

MPO Match - \$45,847.00

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __ YES __ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

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 design and construction of the highway improvement project generally described as HSIP-Install Raised Median-McCombs Street from Woodrow Bean Transmountain to Railroad Drive, which has an estimated total project cost of \$478,241.00 of which the estimated local government participation amount is estimated at \$45,847.00 plus any cost overruns. 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.

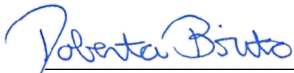
CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor

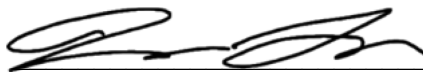
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez, AICP
Director - Grant Funded Programs

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-659	AFA ID	Z00009104	CFDA No.	20.205
AFA CSJs	0924-06-659			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		McCombs St. Install Raised Median		AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Highway Safety Improvement Program 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 **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 **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Install Raised Median- McCombs Street from Woodrow Bean Transmountain to Railroad Drive**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

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.

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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.	Local Government	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.	Local Government	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 the Engineering, Environmental Assessment, and Installation of a Raised Median along McCombs Street from Woodrow Bean Transmountain to Railroad 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 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

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- 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 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.

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

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- 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 approval for any variance from established procedures. Before a construction contract is

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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.

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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.).

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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 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.*

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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.

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.

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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/>
 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 Cary Westin, Interim City Manager

 Date

APPROVED AS TO CONTENT:


 Joaquin Rodriguez, AICP
 Director- Grant Funded Programs

APPROVED AS TO FORM:


 Roberta Brito
 Senior Assistant City Attorney

THE STATE OF TEXAS

 Signature

Kenneth Stewart

 Typed or Printed Name

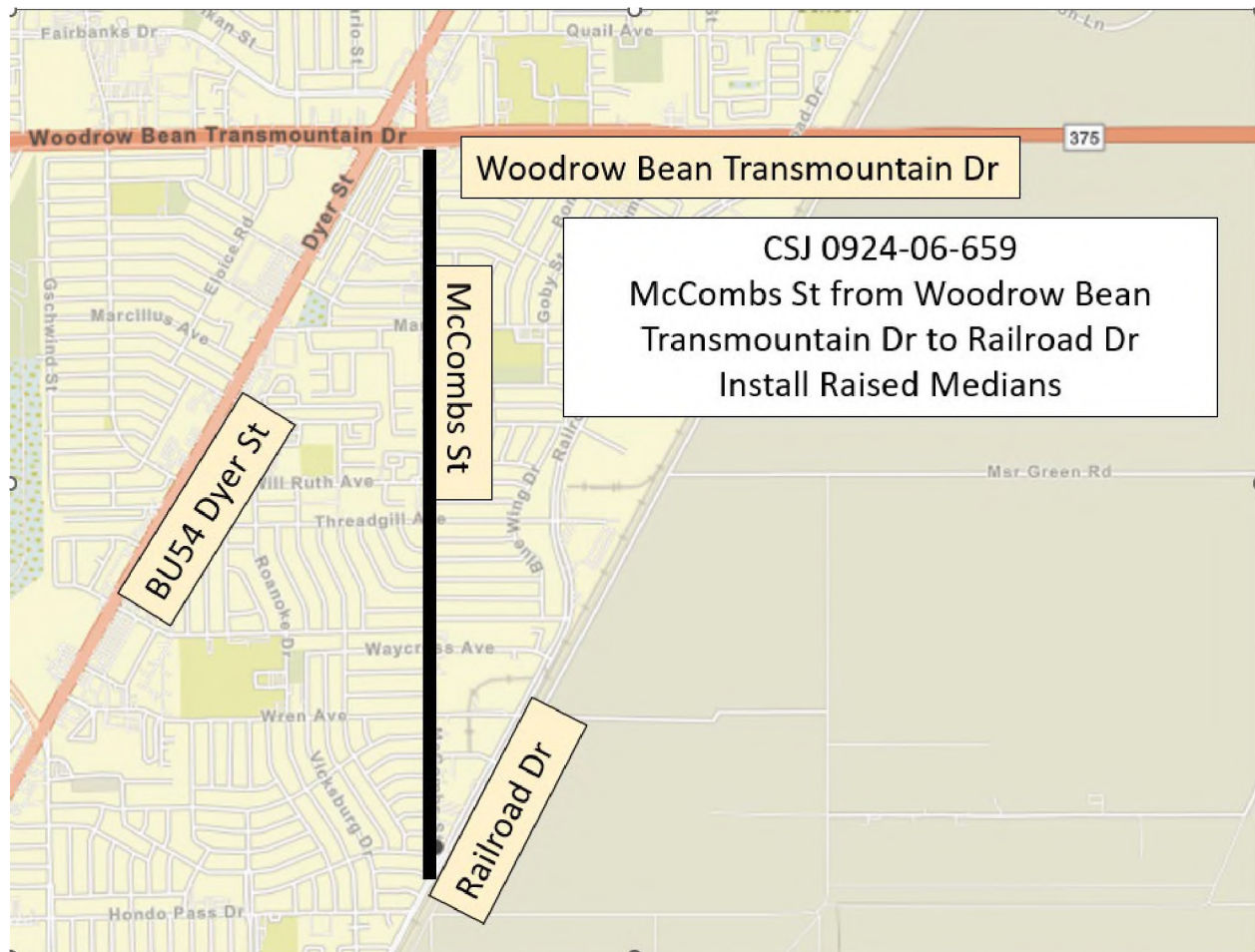
Director of Contract Services

 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 applicable Federal/State funding and a fixed amount of Local Government funding until Local Government funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost/TDC
Engineering (by State)	\$32,950	0%	\$0	0%	\$0	100%	\$32,950
Environmental (by State)	\$8,350	0%	\$0	0%	\$0	100%	\$8,350
Construction (by State)	\$413,379	100%	\$413,379	0%	\$0	TDC 10%	TDC 41,337.90
Subtotal	\$454,679		\$413,379		\$0		\$41,300
Environmental Direct State Costs	\$909	0%	\$0	0%	\$0	100%	\$909
Right of Way Direct State Costs	\$227	0%	\$0	0%	\$0	100%	\$227
Engineering Direct State Costs	\$1,137	0%	\$0	0%	\$0	100%	\$1,137
Utility Direct State Costs	\$227	0%	\$0	0%	\$0	100%	\$227
Construction Direct State Costs	\$2,047	0%	\$0	0%	\$0	100%	\$2,047
Indirect State Costs (4.60%)	\$19,015	0%	\$0	100%	\$19,015	0%	\$0
TOTAL	\$478,241		\$413,379		\$19,015		\$45,847

Initial payment by the Local Government to the State: \$43,800

Payment by the Local Government to the State before construction: \$2,047

Estimated total payment by the Local Government to the State \$45,847

This is an estimate. The final amount of Local Government participation will be based on actual costs.



Legislation Text

File #: 24-491, 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 3, 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 design and construction of the highway improvement project generally described as HSIP- Install Traffic Signal -Yarbrough Drive at San Paulo Drive, which has an estimated total project cost of \$476,902.76 of which the estimated local government participation amount is estimated at \$45,128.00 plus any cost overruns. 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.

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

AGENDA DATE: April 09, 2024
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, (915) 212- 0065
DISTRICT(S) AFFECTED: 3, 7
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

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 design and construction of the highway improvement project generally described as HSIP- Install Traffic Signal -Yarborough Drive at San Paulo Drive, which has an estimated total project cost of \$476,902.76 of which the estimated local government participation amount is estimated at \$45,128.00 plus any cost overruns. 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 the Engineering, Environmental Assessment, and Installation of a Traffic Signal at the intersection of Yarborough Drive and San Paulo Drive.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Federal/State- \$431,774.76
MPO Match - \$45,128.00

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __ YES __ NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

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 design and construction of the highway improvement project generally described as HSIP- Install Traffic Signal -Yarbrough Drive at San Paulo Drive, which has an estimated total project cost of \$476,902.76 of which the estimated local government participation amount is estimated at \$45,128.00 plus any cost overruns. 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.


CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez, AICP
Director - Grant Funded Programs

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Project Name	Yarbrough at San Paulo Traffic Signal			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
A HIGHWAY SAFETY IMPROVEMENT PROGRAM
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 **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 **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Install Traffic Signal- Yarbrough Drive at San Paulo Drive**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

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.

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Project Name	Yarbrough at San Paulo Traffic Signal			<i>AFA Not Used For Research & Development</i>	

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.	Local Government	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.	Local Government	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 the Engineering, Environmental Assessment, and Installation of a Traffic Signal at the intersection of Yarbrough Drive and San Paulo 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 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

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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 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.

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Project Name		Yarbrough at San Paulo Traffic Signal		<i>AFA Not Used For Research & Development</i>	

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

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- 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 approval for any variance from established procedures. Before a construction contract is

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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.

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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.).

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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 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.*

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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.

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.

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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/>
 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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District #	24-ELP	Code Chart 64#	13400		
Project Name		Yarbrough at San Paulo Traffic Signal		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 Cary Westin, Interim City Manager

 Date

APPROVED AS TO CONTENT:


 Joaquin Rodriguez, AICP
 Director- Grant Funded Programs

APPROVED AS TO FORM:


 Roberta Brito
 Senior Assistant City Attorney

THE STATE OF TEXAS

 Signature

Kenneth Stewart

 Typed or Printed Name

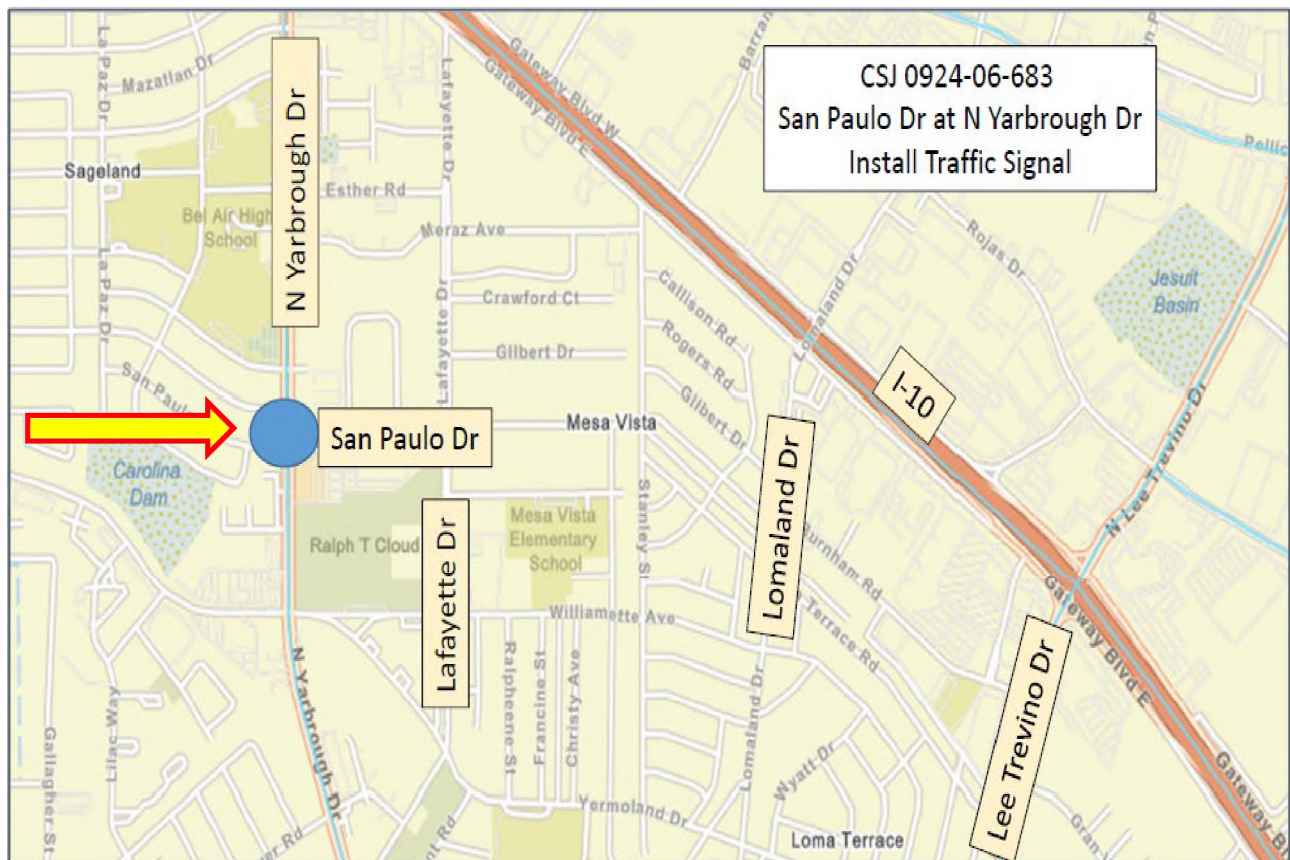
Director of Contract Services

 Typed or Printed Title

 Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



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Project Name	Yarbrough at San Paulo Traffic Signal			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on applicable Federal/State funding and a fixed amount of Local Government funding until Local Government funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost/TDC
Engineering (by State)	\$32,800	0%	\$0	0%	\$0	100%	\$32,800
Environmental (by State)	\$8,200	0%	\$0	0%	\$0	100%	\$8,200
Construction (by State)	\$412,786.76	100%	\$412,786.76	0%	\$0	TDC 10%	TDC 41,278.68
Subtotal	\$453,786.76		\$412,786.76		\$0		\$41,000
Environmental Direct State Costs	\$825.60	0%	\$0	0%	\$0	100%	\$825.60
Right of Way Direct State Costs	\$206.40	0%	\$0	0%	\$0	100%	\$206.40
Engineering Direct State Costs	\$1,032	0%	\$0	0%	\$0	100%	\$1,032
Utility Direct State Costs	\$206.40	0%	\$0	0%	\$0	100%	\$206.40
Construction Direct State Costs	\$1,857.60	0%	\$0	0%	\$0	100%	\$1,857.60
Indirect State Costs (4.60%)	\$18,988	0%	\$0	100%	\$18,988	0%	\$0
TOTAL	\$476,902.76		\$412,786.76		\$18,988		\$45,128

Initial payment by the Local Government to the State: \$43,270.40

Payment by the Local Government to the State before construction: \$1,857.60

Estimated total payment by the Local Government to the State \$45,128

This is an estimate. The final amount of Local Government participation will be based on actual costs.



Legislation Text

File #: 24-492, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

Capital Improvement Department, 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 design and construction of the Surface Transportation Program grant improvements project generally described as Reconstruct Existing Roadway on Sun Valley Street (from Gateway Boulevard North to Kenworthy Street) for a total estimated project cost of \$6,176,887.08 of which the estimated local government participation amount is estimated at \$477,807.66 plus any cost overruns. 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.

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

AGENDA DATE: April 09, 2024
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, (915) 212- 0065
DISTRICT(S) AFFECTED: 4
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

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 design and construction of the Surface Transportation Program grant improvements project generally described as Reconstruct Existing Roadway on Sun Valley Street (from Gateway Boulevard North to Kenworthy Street) for a total estimated project cost of \$6,176,887.08 of which the estimated local government participation amount is estimated at \$477,807.66 plus any cost overruns. 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 roadway reconstruction on Sun Valley Dr. from Gateway Blvd North to Kenworthy St.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Federal/State- \$5,699,079.42

MPO Match - \$477,807.66

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __ YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

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 design and construction of the Surface Transportation Program grant improvements project generally described as Reconstruct Existing Roadway on Sun Valley Street (from Gateway Boulevard North to Kenworthy Street) for a total estimated project cost of \$6,176,887.08 of which the estimated local government participation amount is estimated at \$477,807.66 plus any cost overruns. 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.


CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor


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

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CCSJ #	0924-06-729	AFA ID	Z00009022	CFDA No.	20.205
AFA CSJs	0924-06-729			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400		
Project Name	Sun Valley St. Improv. Gateway North-Kenworthy			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Program (STP - MM Reconstruction Project)
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 **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 **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **reconstruct existing roadway on Sun Valley 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 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.

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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.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	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 roadway reconstruction on Sun Valley Dr. from Gateway Blvd North to Kenworthy St.

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 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.

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- 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 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

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- 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 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.

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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 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.

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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 environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the

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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.

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.

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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 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

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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.

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:

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022	CFDA No.	20.205
AFA CSJs	0924-06-729			CFDA Title	Highway Planning and Construction
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Local Government:	State:
The City of El Paso ATTN: CID Director of Grant Funded Programs PO 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.

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.

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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 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

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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

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- 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 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

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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-2010-09-14/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

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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.

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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 STATE OF TEXAS

Signature

Typed or Printed Name

Typed or Printed Title

Date


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

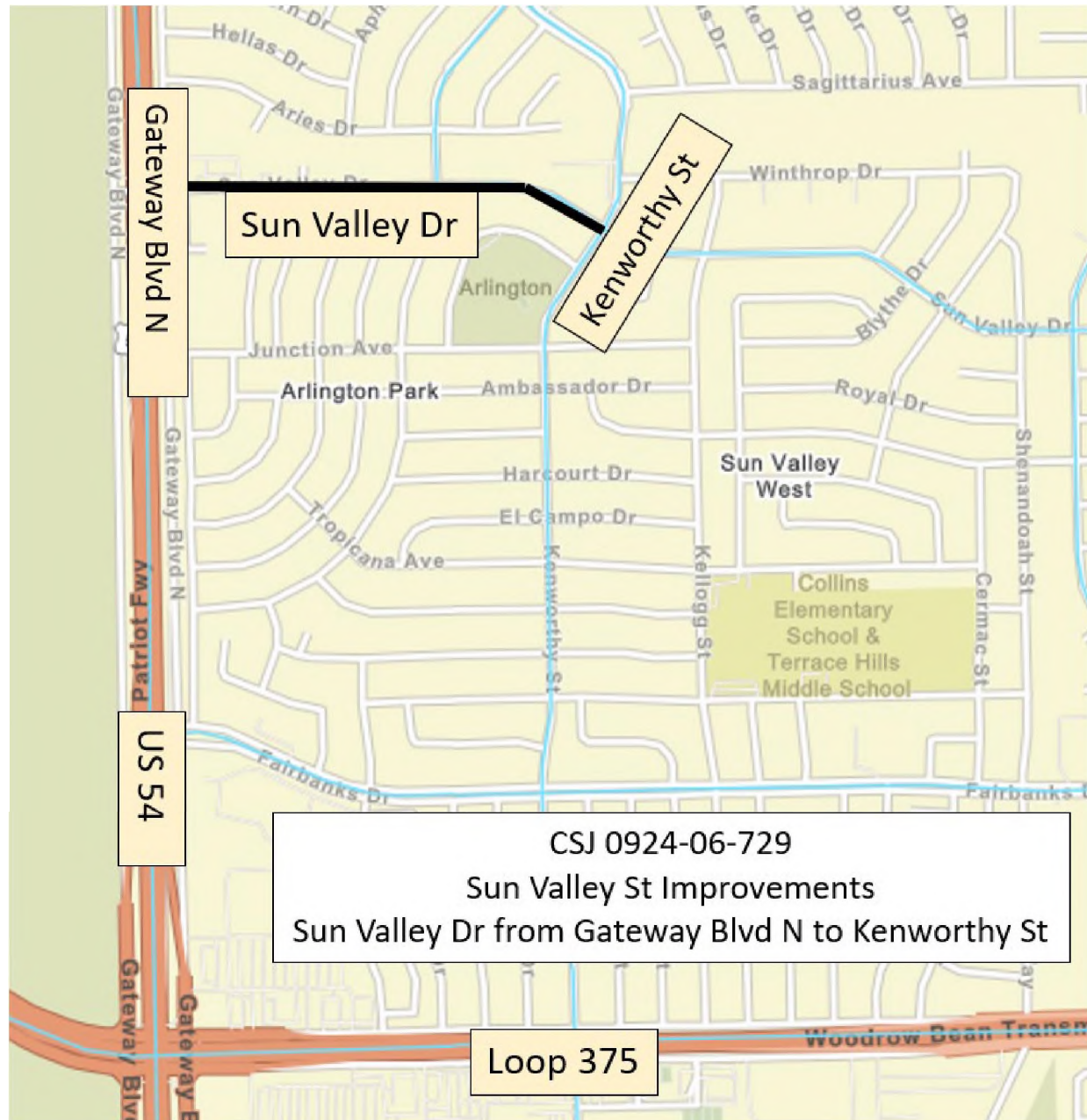
APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-729	AFA ID	Z00009022	CFDA No.	20.205
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ATTACHMENT A **LOCATION MAP SHOWING PROJECT**



TxDOT:				Federal Highway Administration:	
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ATTACHMENT B PROJECT BUDGET

Except for Direct State Costs, all costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	\$930,652.00	80%	\$ 744,521.60	0%	12%	\$111,678.24	20%	8%	\$74,452.16
Environmental (by Local Government)	\$70,000.00	80%	\$ 56,000.00	0%	12%	\$ 8,400.00	20%	8%	\$ 5,600.00
Construction (by Local Government)	\$4,945,984.00	80%	\$3,956,787.20	0%	12%	\$593,518.08	20%	8%	\$395,678.72
Subtotal	\$5,946,636.00		\$4,757,308.80			\$713,596.32			\$475,730.88
Environmental Direct State Costs	\$4,514.73	80%	\$ 3,611.78	0%	12%	\$ 541.77	20%	8%	\$ 361.18
Right of Way Direct State Costs	\$1,128.68	80%	\$ 902.94	0%	0%	\$0	20%	0%	\$ 225.74
Engineering Direct State Costs	\$5,643.41	80%	\$ 4,514.73	0%	12%	\$ 677.21	20%	8%	\$ 451.47
Utility Direct State Costs	\$1,128.68	80%	\$ 902.94	0%	0%	\$0	20%	0%	\$ 225.74
Construction Direct State Costs	\$10,158.14	80%	\$ 8,126.51	0%	12%	\$ 1,218.98	20%	8%	\$ 812.65
Indirect State Costs (4.60%)	\$207,677.44	0%	\$0	100%	0%	\$207,677.44	0%	0%	\$0
TOTAL	\$6,176,887.08		\$4,775,367.70			\$923,711.72	0%	0%	\$477,807.66

Initial payment by the Local Government to the State: \$1,264.13

Payment by the Local Government to the State before construction: \$812.65

Total payment by the Local Government to the State: \$2,076.78

The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER



Legislation Text

File #: 24-493, 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

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 design and construction of the Congestion Mitigation and Air Quality Program grant improvements to Sunland Park Dr. Shared Use Path from Cadiz Street to SH20/Mesa Street for a total estimated project cost of \$5,292,041.20 of which the estimated local government participation amount is estimated at \$412,571.36 plus any cost overruns. 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.

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

AGENDA DATE: April 09, 2024
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, (915) 212- 0065
DISTRICT(S) AFFECTED: 8
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

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 design and construction of the Congestion Mitigation and Air Quality Program grant improvements to Sunland Park Dr. Shared Use Path from Cadiz Street to SH20/Mesa Street for a total estimated project cost of \$5,292,041.20 of which the estimated local government participation amount is estimated at \$412,571.36 plus any cost overruns. 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 construction of a shared use path for bicycle and pedestrian improvements with associated signage, landscaping, irrigation, furnishings, and illumination on Sunland Park Dr from Cadiz Street to SH20/Mesa Street.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Federal/State- \$4,879,469.84

MPO Match - \$412,571.36

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __ YES __ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

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 design and construction of the Congestion Mitigation and Air Quality Program grant improvements to Sunland Park Dr. Shared Use Path from Cadiz Street to SH20/Mesa Street for a total estimated project cost of \$5,292,041.20 of which the estimated local government participation amount is estimated at \$412,571.36 plus any cost overruns. 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:

ATTEST:

Oscar Leaser
Mayor

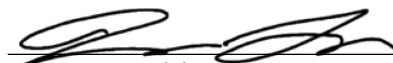
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito
Senior Assistant City Attorney



Joaquín Rodríguez, AICP
Capital Improvement Department

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-730	AFA ID	Z00009023	CFDA No.	20.205
AFA CSJs	0924-06-730			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400		
Project Name	Sunland Park Shared Use Path			<i>AFA Not Used For Research & Development</i>	

630STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Congestion Mitigation Air Quality (CMAQ) 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 **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 **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **construction of a shared use path with associated signage, landscaping, irrigation, furnishings, and illumination**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

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.

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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.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	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 construction of a shared use path for bicycle and pedestrian improvements with associated signage, landscaping, irrigation, furnishings, and illumination on Sunland Park Dr from Cadiz Street to SH20/Mesa Street 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 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.

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- 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 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

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- 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 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.

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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 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.

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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 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.

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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.

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

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- 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 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

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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.

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

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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.

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.

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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 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

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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).
- 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).

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-730	AFA ID	Z00009023	CFDA No.	20.205
AFA CSJs	0924-06-730			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400		
Project Name	Sunland Park Shared Use Path			<i>AFA Not Used For Research & Development</i>	

- 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 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

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address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbbe/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.

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.

TxDOT:				Federal Highway Administration:	
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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/>
 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](http://fedgov.dnb.com/webform;); and

TxDOT:				Federal Highway Administration:	
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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 STATE OF TEXAS

Signature

Typed or Printed Name

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

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

Date

APPROVED AS TO CONTENT:

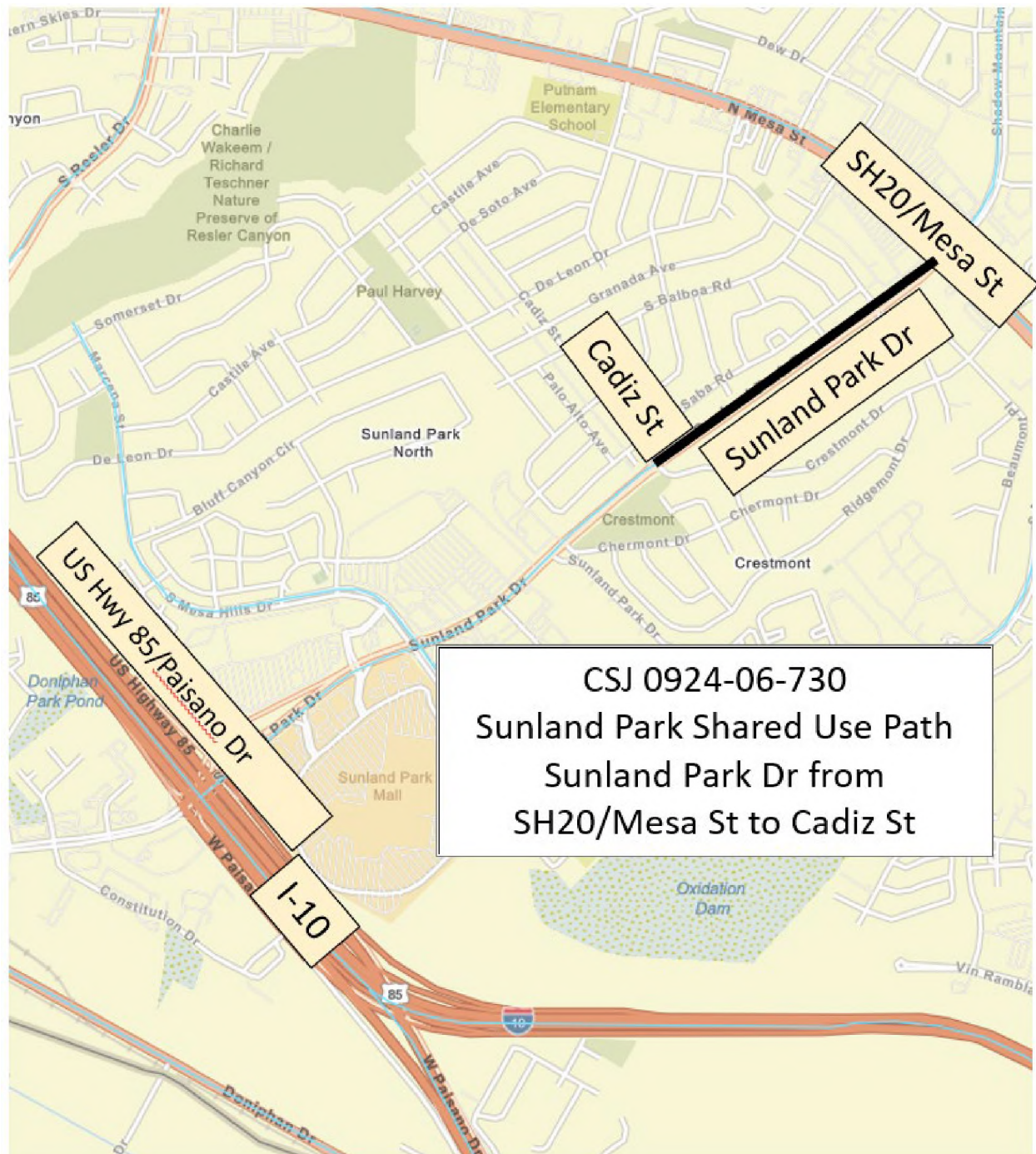

Joaquin Rodriguez, AICP
CID Grant Funded Program Director

APPROVED AS TO FORM:


Roberta Brito
Senior Assistant City Attorney

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-730	AFA ID	Z000009023	CFDA No.	20.205
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ATTACHMENT A **LOCATION MAP SHOWING PROJECT**



TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-730	AFA ID	Z000009023	CFDA No.	20.205
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ATTACHMENT B PROJECT BUDGET

Except for Direct State Costs, all costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	\$1,714,000.00	80%	\$1,371,200.00	0%	12%	\$ 205,680.00	20%	8%	\$137,120.00
Environmental (by Local Government)	\$85,000.00	80%	\$ 68,000.00	0%	12%	\$ 10,200.00	20%	8%	\$6,800.00
Construction (by Local Government)	\$3,341,000.00	80%	\$2,672,800.00	0%	12%	\$ 400,920.00	20%	8%	\$267,280.00
Subtotal	\$5,140,000.00		\$4,112,000.00			\$616,800.00			\$411,200.00
Environmental Direct State Costs	\$ 2,981.20	80%	\$ 2,384.96	0%	12%	\$ 357.74	20%	8%	\$ 238.50
Right of Way Direct State Costs	\$ 745.30	80%	\$ 596.24	0%	0%	\$	20%	0%	\$ 149.06
Engineering Direct State Costs	\$ 3,726.50	80%	\$ 2,981.20	0%	12%	\$ 447.18	20%	8%	\$ 298.12
Utility Direct State Costs	\$ 745.30	80%	\$ 596.24	0%	0%	\$	20%	0%	\$ 149.06
Construction Direct State Costs	\$ 6,707.70	80%	\$ 5,366.16	0%	12%	\$ 804.92	20%	8%	\$ 536.62
Indirect State Costs (4.60%)	\$137,135.20	0%	\$0	100%	0%	\$ 137,135.20	0%	0%	\$0
TOTAL	\$5,292,041.20		\$4,123,924.80			\$755,545.04	0%	0%	\$412,571.36

Initial payment by the Local Government to the State: \$834.74
Payment by the Local Government to the State before construction: \$536.62
Total payment by the Local Government to the State: \$1,371.36
The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-511, 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 Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

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

Brandon Carrillo to the City Plan Commission by Representative Chris Canales, District 8.



Board Appointment Form

City Clerk's Office

REVISED

11:15 am, Apr 02, 2024

Appointing Office	Representative Chris Canales, District 8
Agenda Placement	Consent
Date of Council Meeting	04/09/24
Name of Board	City Plan Commission
Agenda Posting Language	
Reappointment of Brandon Carrillo to the City Plan Commission by Representative Chris Canales, District 8.	
Appointment Type	Regular
Member Qualifications	
Graduate of University of Notre Dame Industrial Design; active member in the Rio Grande Neighborhood Association; 15 years of experience developing and working with interactive maps and data analytic dashboards.	
Nominee Name	Brandon Carrillo
Nominee Email Address	[REDACTED]@[REDACTED]
Nominee Residential Address	[REDACTED]
Nominee Primary Phone Number	+1 ([REDACTED]) [REDACTED]
Residing District	[REDACTED]
City Employed Relatives	N/A
Board Membership	
City Plan Commission	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Brandon Carrillo
Reason for Vacancy	Term Expired
Date of Appointment	04/09/24
Term Begins On	05/02/24
Term Expires On	05/01/26
Term	Second Term



Education

University of Notre Dame 2006
Industrial Design B.A.



Maps for Equity

Skills

WEB DESIGN

15 years experience developing order management systems, client portals, interactive maps, and data analytics dashboards

Recent work: MapsForEquity.com, DearTxDOT.com, BarrioRG.com

GRAPHIC DESIGN

5 years experience creating logos, booklets, posters, and infographics

Recent work: RGNA Voter Guide, DearTxDOT handouts, UTEP Water Week 2023 Exhibit: Build Back Wetter



Community

RIO GRANDE NEIGHBORHOOD ASSOCIATION

Plan events, create promotional materials, and strategize. Our goal is to improve quality of life using data about demographics, pollution, and chronic health conditions in our area.

VOLUNTEERING

Organized and promoted events with El Paso Bike Month, EP Vegan, and various co-working art spaces from 2010 to present

Community Interests: Bicycle infrastructure, water conservation, business and housing coops, native plants



Employment

APARTMENT IDEAS

Full-stack web developer (2009 to present). Build and manage custom solutions for customer management, order fulfillment, invoicing, and sales analytics for a national printer based in El Paso, TX



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-519, 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 Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

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Veronica Carrillo to the Fair Housing Task Force by Representative Chris Canales, District 8.



Board Appointment Form

City Clerk's Office

REVISED

11:26 am, Apr 03, 2024

Appointing Office	Representative Chris Canales, District 8
Agenda Placement	Consent
Date of Council Meeting	04/09/24
Name of Board	Fair Housing Task Force
Agenda Posting Language	
Reappointment of Veronica Carrillo to the Fair Housing Task Force by Representative Chris Canales, District 8	
Appointment Type	Regular
Member Qualifications	
Bachelors in Business Administration, University of Notre Dame; Rio Grande Neighborhood Association Founder; ACUE certified, League of Women Voters member.	
Nominee Name	Veronica Ann Carrillo
Nominee Email Address	[REDACTED]@[REDACTED]
Nominee Residential Address	[REDACTED]
Nominee Primary Phone Number	+1 ([REDACTED]) [REDACTED]
Residing District	[REDACTED]
City Employed Relatives	N/A
Board Membership	
Yes, currently a member of the Fair Housing Task Force.	
Real estate owned in El Paso County	
[REDACTED]	
Previous Appointee	Veronica Ann Carrillo
Reason for Vacancy	Term Expired
Date of Appointment	04/09/24
Term Begins On	05/01/24
Term Expires On	04/30/27
Term	Second Term

[REDACTED] • [REDACTED] • [REDACTED]@ [REDACTED]

Accomplished professional with experience in Payroll Tax, Client Service, Implementation, and Management. Highly organized and analytical team player with a careful eye for detail and a proven record for consistently delivering high-quality results on time. Knowledge of Microsoft Office Suite. Experienced and comfortable working face-to-face or in a virtual/remote work environment.

Provided product expertise while developing strong relationships with clients and keeping management informed of account status. Simultaneously coordinated various special projects ranging in scope by facilitating meetings and overseeing overall strategy for issue resolution.

(ADP continued)

Client Services Manager, National Accounts Time and Labor 2013 – 2015

Proactively evaluated the performance of a team of 12 associates and managed client relationships. Eagerly contributed to office initiatives focused on maintaining high associate engagement.

Client Services Team Lead, National Accounts Time and Labor 2011 – 2012

Monitored daily tasks to meet productivity goals by providing monthly metrics reports, performing biweekly case audits, and reviewing recorded calls. Prioritized and delegated tasks in order to provide a high level of responsiveness to client requests.

Client Service Consultant, National Accounts Time and Labor 2009 – 2010

Provided product support by thoroughly researching issues and providing consistent follow-up. Eagerly volunteered to train and share product & process knowledge with new hires.

Implementation Consultant, National Accounts Time and Labor 2007 – 2009

Worked directly with the client's team through all phases of implementation. Conducted analysis and documented client requirements. Ensured their system integrated well with the payroll system.

EDUCATION

Bachelor of Business Administration (Management Information Systems)
University of Notre Dame, South Bend, IN

CERTIFICATIONS

Inclusive Teaching for Equitable Learning Microcredential, *ACUE* - April 2022

DSHS Certified CHW, *South Coastal AHEC Promotores of South Texas Training Institute* - September 2020

VOLUNTEER WORK

Rio Grande Neighborhood Association
Founding member in 2021 and on the Committee of Advisors since 2022

League of Women Voters of El Paso
Member since 2021

Notre Dame Club of El Paso
President, 2013 – 2015



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-505, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Audrey Gutierrez to the Zoning Board of Adjustment by Representative Isabel Salcido, District 5.



Board Appointment Form

City Clerk's Office

REVISED*1:23 pm, Mar 28, 2024*

Appointing Office	Representative Isabel Salcido, District 5
Agenda Placement	Regular
Date of Council Meeting	04/09/24
Name of Board	Zoning Board of Adjustment
Agenda Posting Language	
Appointment of Audrey Gutierrez to the Zoning Board of Adjustment by Representative Isabel Salcido, District 5.	
Appointment Type	Alternate
Member Qualifications	
Please see attached resume	
Nominee Name	Audrey Gutierrez
Nominee Email Address	realtor.audreygutierrez@gmail.com
Nominee Residential Address	7120 Copper Town Dr., El Pas, Texas, 79934
Nominee Primary Phone Number	+1 (915) 315-0202
Residing District	District 4
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Yajaira Lopez
Reason for Vacancy	Term Expired
Date of Appointment	04/09/24
Term Begins On	10/01/22
Term Expires On	09/30/24
Term	Unexpired Term



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.
[POSTPONED FROM 03-26-2024]



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 \$8 Million 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



Legislation Text

File #: 24-495, 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 refund to Aztec Contractors, Inc., in the amount of \$11,136.68 for an overpayment made on February 1, 2024 of 2023 taxes, Geo. # 1113-999-1167-1634. 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.

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

AGENDA DATE: April 9, 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.

A refund to Aztec Contractors, Inc., in the amount of \$11,136.68 for an overpayment made on February 1, 2024 of 2023 taxes, Geo. # 1113-999-1167-1634. 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.

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)

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

MAR 18 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: Aztec Contractors, Inc. ✓		Phone: HOME: WORK: 915-577-9685		Property ID# (One application per account) 621778 1113-999-1167-1634	
Address (mail refund to :) 4509 Osborne El Paso Tx 79922 ✓		Property Address: And/or Legal Description: 4509 Osborne El Paso TX 79922			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2023	2-1-2024			11,136.68	11,136.68
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)				11,136.68	11,136.68 ✓

(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:

Clerical Error

"I certify that information given to obtain this refund is true and correct."

Requestor signature:

Frank Spencer III

Printed name:

Date: 3-18-2024 ✓

President

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:

3-19-24 ✓

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: _____



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-517, 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.

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Art Fierro in the amount of \$1,000 from Richard Aguilar, \$1,000 from Robert L. Bowling IV and \$1,000 from Robert and Paige Bowling.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-522, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cassandra Hernandez in the amounts of \$500 from Norma and Ricardo Chavez, \$1,000 from Manuel Moreno, \$1,200 from Raquel Hernandez, \$1,000 from Heidi Avedician, and \$500 from Javier Camacho.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-518, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution to recognize April 9, 2024 as El Paso Commission for Women Hall of Fame Honorees Day and their efforts in civic leadership.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: April 9, 2024

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Art Fierro (915) 212-0006

DISTRICT(S) AFFECTED: All

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

SUBJECT:

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

Discussion and action to approve a Resolution to recognize April 9, 2024 as El Paso Commission for Women Hall of Fame Honorees Day and their efforts in civic leadership.

BACKGROUND / DISCUSSION:

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

N/A

PRIOR COUNCIL ACTION:

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

Yes, Council has considered numerous resolutions recognizing outstanding individuals in the past.

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 annual El Paso Commission for Women Hall of Fame recognition will be held on March 23, 2024 to honor remarkable women who have made a significant contribution to our border community; and

WHEREAS, the El Paso Commission for Women recognizes women for their efforts in Civic Leadership, Education, Military, Public Relations, Public Service, Science/Health Care, Sports/Athletics and Volunteerism; and

WHEREAS, since its inception in 1985, the El Paso Commission for Women has continued to honor and acknowledge the impact of women in El Paso County; and

WHEREAS, the El Paso Commission for Women's purpose is to pursue a positive course of action for achieving equal rights and responsibilities for women and to provide scholarship funds for deserving El Paso women; and

WHEREAS, the El Paso Commission for Women is committed to understanding and respecting the cultural and ethnic diversity of the women in our community and to serve as a model for plurality and inclusiveness; and

WHEREAS, 2024 HONOREE NAMES are: Taneka L. Wilborn, Monica Tucker, Kim Diaz, Diane Williams, Adeeba A. Raheem, Manuela Gomez, Jetta Roberts, Campbell Bowden, Maggie Morales Moody and Bette Robinson join the 212 women that now form the El Paso Commission for Women Hall of Fame.

NOW, THEREFORE BE IT PROCLAIMED: BY THE Mayor and Council of the City of El Paso that the Honorees shall be part of the El Paso Commission for Women Hall of Fame and that Tuesday, April 9, 2024 shall be known as:

EL PASO COMMISSION FOR WOMEN HALL OF FAME HONOREES DAY.

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:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-469, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Presentation and discussion on El Paso Animal Services Animal Protection Officers.

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

AGENDA DATE: April 9, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Terry K. Kebschull, Animal Services Director (915) 212-8742

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:

Presentation and discussion on El Paso Animal Services Animal Protection Officers.

BACKGROUND / DISCUSSION:

The presentation will provide an overview on Animal Protection Officers duties including the types of call officers respond to, number of citations, and community services they provide.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

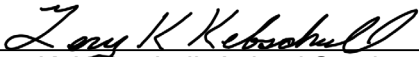
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Animal Services

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:


Terry K. Kebschull, Animal Services Director



Legislation Text

File #: 24-489, 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, Daniela Quesada, (915)212-1826

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 15.08.120 (Special Privilege Licenses and Permits) to add new uses for the Sidewalk Cafe and Parking Parklet Programs and adopt the Right-Of-Way Cafe Design Guidelines. The penalty is as provided in Section 15.08.125.

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

AGENDA DATE: April 9, 2024
PUBLIC HEARING DATE: April 23

CONTACT PERSON(S) NAME AND PHONE NUMBER: Daniela Quesada, 915-212-1826

DISTRICT(S) AFFECTED: City-wide

STRATEGIC GOAL: Goal 1 – Cultivate an Environment Conducive to Strong, Economic Development
Goal 3 – Promote the Visual Image of El Paso

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base
3.1 Improve the visual impression of the community (gateways, corridors, intersection, and parklands)

SUBJECT:

An ordinance amending Title 15, Chapter 15.08 (Street Rentals), section 15.08.120 (Special Privilege Licenses and Permits) to add new uses for the sidewalk cafe and parking parklet programs and adopt the right-of-way cafe design guidelines. The penalty is provided in section 15.08.125.

BACKGROUND / DISCUSSION:

The CID Planning Division, in partnership with the Planning & Inspections and Streets & Maintenance Departments, is launching the Right-of-Way Café Program, a permanent extension of the Sun City Safe initiative established in response to the Covid-19 pandemic. The program introduces two permits, the Sidewalk Café and the Parking Parklet, aiming to activate downtown and uptown El Paso streets in a safe, pedestrian-friendly manner, aligning with the El Paso Complete Streets 2023 initiative.

PRIOR COUNCIL ACTION:

Sun City Safe 2020
El Paso Complete Streets 2023

AMOUNT AND SOURCE OF FUNDING:

N/A

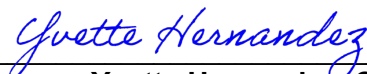
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: CID - Planning

SECONDARY DEPARTMENT: Planning and Inspections Department and Streets & Maintenance

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

DEPARTMENT HEAD:



Yvette Hernandez, City Engineer

AN ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.08 (STREET RENTALS), SECTION 15.08.120 (SPECIAL PRIVILEGE LICENSES AND PERMITS) TO ADD NEW USES FOR THE SIDEWALK CAFE AND PARKING PARKLET PROGRAMS AND ADOPT THE RIGHT-OF-WAY CAFE DESIGN GUIDELINES. THE PENALTY IS AS PROVIDED IN SECTION 15.08.125.

WHEREAS, On August 31, 2020, The El Paso City Council suspended various sections of the El Paso City Code to facilitate temporary uses of the public right-of-way and private property; and,

WHEREAS, in accordance with Ordinance No. 019091 City Administration has developed the *Sun City Safe Pilot Program* to support restaurants and similar establishments in their efforts to safely operate during the COVI D-19 pandemic by further facilitating outdoor service and dining opportunities; and,

WHEREAS, The City wishes to adopt regulations consistent with the *Sun City Safe Pilot Program* permanently to allow businesses and residents the opportunity for expanded use of the public right-of-way,

WHEREAS, The City wishes to offer a simplified process to allow applicants to obtain a permit to use the right-of-way for safe outdoor use of extensions of their businesses, and,

WHEREAS, the regulations herein are in the best interest of the public health, safety, and welfare of The City.

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

SECTION 1. The City Council adopts the Right-of-Way Design Guidelines attached to this ordinance as Attachment “A” which can be amended administratively so long as it meets the guidelines approved under this ordinance.

SECTION 2. Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.120 (Special Privilege Licenses and permits), Section B (Application Required) is amended to read as follows:

- B. Application required. To acquire licenses or permits under this chapter, an applicant shall submit the following to the permit official, and follow the procedures prescribed by this section.
1. One application for a license or permit shall be made in writing or submitted electronically on a form prescribed by the permit official, which must be completed in accordance with the instructions provided on/with the application;
 2. One location map, accurately outlining the public rights-of-way or easement(s) upon which an encroachment is proposed.
 3. A digital copy of the proposed plan of the public right-of-way or public easement, drawn to scale, showing the following:
 - a. Size, location, arrangements of existing structures and improvements on the public rights-of-way or easements;
 - b. Size, location, arrangements and dimensions of proposed improvements to be located on the public rights-of-way or easements;

- c. Elevations or perspective of the buildings showing all existing and proposed encroachments;
4. Proof of ownership (warranty deed, title commitment, etc.).
5. A sealed written metes and bounds description and survey, of the public rights-of-way or easements if permanent structures are proposed.
6. A transmittal letter including specific information, special circumstances or conditions, which apply to the request.
7. A certificate of liability insurance or self-insured affidavit in accordance with subsection G (insurance required) of this chapter.
8. Upon review for completeness and acceptance of the application by the permit official, the applicant shall pay the established processing fee for the special privilege license or permit as prescribed in subsection F.1 of this chapter. The processing fee is non-refundable.

SECTION 3. Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.120 (Special Privilege Licenses and permits), Section D (Procedure for a permit.), subsection 1 is amended to read as follows:

1. Permit applications and related materials will be forwarded to the affected departments, which will make a recommendation for approval or denial of the request within 7 days of the date of distribution.

SECTION 4. Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.120 (Special Privilege Licenses and permits), Table 1-1, subsection 2 (Surface encroachments), is amended to rename paragraph a. and add paragraphs q. as follows:

a. Sidewalk Café	Permit	One-two years	See Section N.
q. Parking Parklet	Permit	One year	See Section O.

SECTION 5. Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.120 (Special Privilege Licenses and permits), Section F (Fees.), subsection 2, line (a.) is deleted.

SECTION 6. Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.120 (Special Privilege Licenses and permits), Section G (Insurance Required.), is amended to read as follows:

- G. Insurance required. As a condition of the license or permit, the grantees shall agree to indemnify, defend and hold harmless the city, its officers, agents, servants and employees from any and all claims, loss, damages, causes of action, suits and liability of every kind, including all expenses of litigation for injury or death of any person, or for damages to any property arising out of or in connection with grantee's use of the public right-of-way regardless of whether such injuries, death or damages are caused in whole or in part by the negligence of the city.
 1. No license or permit shall be granted by the city unless grantee files a copy with the Planning & Inspections Department and financial services a certificate of liability insurance accompanied by a copy of the policy of insurance as prescribed by the Risk Management of the City of El Paso.

2. Grantee(s) shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and pay any judgment of a court of competent jurisdiction against the city, its officers, agents, servants or employees and grantee(s) their officers, agents, servants or employees as additional insureds to the full amount of the policy limits. The policy of insurance shall name the grantee and the city as insureds to the full amount of the policy limits.
3. Such policy or certificate shall provide that the insurance cannot be cancelled, or the amount of coverage changed without thirty days prior written notice to the city's Planning & Inspections Department and financial services, or ten days prior written notice for cancellation based on non-payment of insurance premiums.
4. Failure to keep the policy in full force and effect throughout the term of the license shall be grounds for cancellation. Certificates of insurance that state the insurer shall endeavor to give notice and/or that there shall be no liability for failure to give notice required therein shall not meet the minimum requirements of this section.

SECTION 7. Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.120 (Special Privilege Licenses and permits), Subsection N (Outdoor Patio Cafes), is amended to read as follows:

N. Sidewalk cafés.

1. Filing application.
 - a. A letter from the property owner, if different from the food and/or beverage service establishment operator, indicating their authorization to obtain a sidewalk café permit; and acknowledging responsibility for any encroachments installed by tenant on city right-of-way.
 - b. The permittee shall be required to comply with all applicable codes, rules, regulations, and laws.
2. Compliance with Design Guidelines Required.
 - a. Sidewalk cafés shall comply with all guidelines in the “Right-of-way Café Design Guidelines” available on the city’s website or on file with the Planning and Inspections Department.
 - f. The sidewalk café shall not prevent access to El Paso Water Utilities, El Paso Natural Gas, or El Paso Electric Company easements, meters, valves, manholes, or structures for maintenance and/or repair. The sidewalk café shall not prevent access to the El Paso Fire Department connections (FDC), fire hydrants, or fire escapes.
 - g. The sidewalk café shall not impede access to City of El Paso light fixtures, benches, bicycle racks, etc. for maintenance and repair. Trees planted by the City of El Paso and irrigation systems that are located within the sidewalk café area shall be maintained by the permittee and may not have objects attached to them that would impede or affect the life of the trees. The city shall have the right to enter and inspect the property at any time to ensure proper maintenance of city property.
3. Construction.
 - a. All construction shall comply with any applicable historic district design standards and guidelines. Applicants shall receive approval from the historic preservation officer or the historic landmark commission (if applicable) prior to approval of the permit.

All proposed improvements within city right-of-way shall be included in the permit application.

- b. A pavement cut permit in accordance with Chapter 13.08 (Excavations) shall be required for any work on city right-of-way.
 - c. Sidewalk cafés shall be reviewed for ADA compliance prior to permit approval. Sidewalk cafés shall not impede ADA accessibility.
4. Boundaries and fencing.
- a. A sidewalk café shall not be enclosed by permanent structure(s).
 - (1) If fencing is provided, fencing shall be continuous around the perimeter of the sidewalk café except for one opening/entry point. Fences shall have a durable professional finish and shall comply with applicable historic district guidelines. Fencing shall include sleeves at the base of the poles to allow for removal from city rights-of-way if necessary.
 - (2) The boundaries of a sidewalk café on a city sidewalk may also be defined by planters, trees, benches or other structure as approved by the permit official. If the applicant is permitted by TABC to sell and/or serve alcoholic beverages within the sidewalk café, the perimeter of sales shall be adequately delineated to note control of the premises and the following shall apply:
 - (a) Street furniture, benches, planters and seat wells shall comply with the provisions of subsection J. (additional requirements for street furniture) of this chapter.
 - (b) A minimum service area of two feet adjacent to each table that does not encroach into the pedestrian pathway is required for unenclosed café areas.
 - (c) A minimum distance of five feet shall be provided for a table and two chairs placed directly opposite each other is required for unenclosed sidewalk café areas.
5. Alcohol.
- a. A license issued by the Texas Alcoholic Beverage Commission (TABC) is required for the sale and service of alcoholic beverages within the sidewalk café area.
 - b. City approval of an application for a sidewalk café on city right-of-way does not guarantee, warrant or assure that the Texas Alcoholic Beverage Commission will allow the sale and service of alcoholic beverages within the sidewalk café area.
 - c. The permittee must comply with any standards established by the Texas Alcoholic Beverage Commission.
6. Fire department requirements.
- a. The location of any proposed outdoor serving stations requires fire marshal approval for their proximity to points of ingress and egress to the property. The area for the sidewalk café shall meet the current fire code requirements as determined by the fire marshal regarding sidewalk café areas and ingress and egress points of access. The fire marshal through plan review shall determine fire code compliance.
 - b. The fire marshal shall also require that occupancy capacities as defined in the International Building Code for the sidewalk café area and the building remain distinct and separate.
 - c. The sidewalk café must be open to the air, except that a canopy or awning conforming to requirements established by this chapter for aerial encroachments may be constructed over the sidewalk café and may be included in the same special privilege application.

Canopies within the sidewalk café area shall meet current fire code definition and specifications. Proposed canopies shall comply with subsection I. (additional requirements for awnings, canopies, arcades and galleries) of this chapter.

- d. Acceptable auxiliary outdoor heating devices shall meet the requirements of the current fire code.
7. Other requirements.
- a. Planters within the sidewalk café limit line shall be shown on the site plan submitted with the application and shall comply with subsection J. (additional requirements for street furniture) of this chapter.
 - b. Each sidewalk café shall have no less than one trash receptacle within the café limit line.
 - c. Overhead lighting located within public right-of-way shall be included in the permit application and shall meet all applicable historic district architectural and design standards. All electrical work shall be designed and installed in compliance with the Chapter 18.16 (Electrical Code).
 - (1) Lighting on fencing may be permitted to add a decorative element but shall not be designed to attract attention. Flashing lights are not permitted.
 - (2) Lighting shall be clear or white.
 - (3) Light strands shall be maintained in good repair and burned-out bulbs shall be replaced promptly.
 - d. All relocation, removal, disposition and/or salvage of any city property shall be coordinated with the Streets & Maintenance Department. The Streets & Maintenance Department shall follow the city's establish policy and procedure for disposal or salvage of such property.
8. Cincinnati commercial district sidewalk café requirements. In addition to all other applicable provisions of Subsection 15.08.120 (Special privilege licenses and permits) of this Code, the following provisions shall be applicable to this district:
- a. Boundaries. The sidewalk cafés shall be defined as the terraced areas immediately adjacent to the storefront. For purposes of this subsection, retail and/or office space establishments, in addition to food and/or beverage service establishments may obtain a sidewalk café permit to use the terraced area immediately adjacent to the storefront. Boundaries of the sidewalk cafés shall be limited to the City of El Paso's constructed terraces as referenced in the university pedestrian improvements streetscape construction documents. Sidewalk cafés are limited to the use of seated only food and/or beverage service or retail and/or office space use.
 - b. Fencing. All fencing shall comply with design and height specifications found in the furnishing details of the City of El Paso's university pedestrian improvements streetscape construction documents.
 - c. Seating. For food and/or beverage service only. Seated-only capacity shall be required. Standing-only capacity shall not be permitted.
 - (i) Tables and chairs shall not exceed thirty inches in height.
 - (ii) Tables and chairs must be moveable to accommodate wheelchair access.
 - d. Smoking. Smoking shall not be permitted within the boundaries of the sidewalk café.

- e. Limits on use of the sidewalk café. The use of the sidewalk café (as defined in Section 15.08.120.N.8.a) must cease between the hours of 1:00 a.m. to 7:00 a.m. However, the use of the sidewalk café during special events will be governed by the terms of the special event permit.

SECTION 8. Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.120 (Special Privilege Licenses and permits) is amended to add a new Subsection O (Parking Parklets) to read as follows:

O. Parking Parklets

1. General

- a. “Parking Parklet” means the use and occupation of a portion of the public right of way that is currently used as on-street parking for additional outdoor public space.
- b. Application
 - i. Application for Parking Parklet permit shall be filed with the City. The applicant shall pay the established fee. Such application shall include the following information:
 - ii. The name and address of the applicant.
 - iii. The legal address of the real property adjacent to the site proposed for the Parking Parklet.
 - iv. If alcoholic beverages are served within the designated Parking Parklet area, the permittee must provide proof that a valid license under all applicable laws for alcohol sales has been obtained.
 - v. A site plan of sufficient detail to demonstrate compliance with the requirements of this section.
- c. Traffic Control Plan.
 - i. A traffic control plan in compliance with 12.30 is required for all applications for permit under this section during construction. Traffic control plan templates are available from the City Traffic Engineer and included in the Right-of-Way Design Guidelines.
 - ii. The traffic control plan and any required traffic control devices will be at the sole discretion of the Traffic Engineer.
 - iii. A traffic control permit is not required after construction activities have ceased.
- d. Compliance with Design Guidelines.
 - i. All proposed Parking Parklets shall comply with all guidelines in the “Right-of-way Café Design Guidelines” available on the city’s website or on file with the Planning and Inspections Department.
- e. In the event that The City determines that the location of any Parking Parklet constitutes an immediate physical danger, the encroachment into the right-of-way must be removed immediately.

f. Operational Standards

- i. A Parking Parklet must occupy only parking spaces directly in front of the applicant's business or establishment.
- ii. Occupancy within the Parking Parklet is limited to tables and chairs.
- iii. The permittee must maintain the sidewalk and parking area in a good and safe condition.
- iv. No amplified music, speakers, microphones, televisions, or other audio/visual devices will be permitted within the Parking Parklet area.
- v. Operating hours of the Parking Parklet shall be restricted to the operating hours of the adjacent business or businesses.
- vi. The Parking Parklet elements must be removed from the public right-of-way except during normal business hours. The storage of Parking Parklet elements within the public right-of-way is prohibited.
- vii. The Parking Parklet must have a two-foot (2') buffer zone between it and adjacent parking spaces and vehicular travel lanes. Additionally, wheel stops or posts should be included, as determined by the City Manager or their designee.
- viii. The Parking Parklet shall include a flush transition at the curb to permit easy access for wheelchair users or others with mobility issues and to avoid any tripping hazards.
- ix. Additional occupancy provided by the Parking Parklet may not exceed 50% of the establishment's permitted maximum occupancy.

SECTION 9. Except as herein amended, Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.120 (Special Privilege Licenses and permits) remains in full force and effect.

PASSED AND ADOPTED, this _____ day of _____, 2024.

THE CITY OF EL PASO, TEXAS

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe
Planning & Inspection Director

RIGHT OF WAY CAFÉ



DESIGN GUIDELINES

City of El Paso

December 2023



★ Mission

Deliver exceptional services to support a high quality of life and place for our community.

★ Vision

Develop a vibrant regional economy, safe and neighborhoods, and exceptional recreational cultural and educational opportunities powered by a high government.

★ Values

I	INTEGRITY
R	RESPECT
E	EXCELLENCE
A	ACCOUNTABILITY
P	PEOPLE

01

Goal CULTIVATE AN ENVIRONMENT CONDUCIVE TO STRONG, ECONOMIC DEVELOPMENT

- 1.1 Stabilize and expand El Paso's tax base
- 1.2 Enhance visitor revenue opportunities
- 1.6 Provide business-friendly permitting and inspection process

03

Goal PROMOTE THE VISUAL IMAGE OF EL PASO

- 3.1 Improve the visual impression of the community (gateways, corridors, intersections, and parklands)
- 3.3 Establish a brand that celebrates and promotes El Paso's unique identity and offerings

ACKNOWLEDGEMENTS

Capital Improvement Department

Yvette Hernandez
City Engineer

Daniela Quesada
City Architect

Alex Hoffman
Assistant Director CID Planning

Joaquin Rodriguez
Director Grant Funded Programs

Appolonia Roldan
Urban Design Manager

Marcella Attolini
Urban Design Manager

Stephanie Barrios-Urrieta
Architectural Intern

Planning and Inspections

Philip Etiwe
Director of Planning and Inspections

Kevin W. Smith
Assistant Director of Planning

Javier A De La Cruz
Building Permits & Inspections Assistant Director

Brenda Cantu
Business & Customer Service Manager

Armida R. Martinez
Lead Planner

International Bridges

Roberto Tinajero
Interim Director of Intl Bridges

Paul Stresow
Intl Bridges Assistant Director

Brian T. Lake
Parking Meter Operations Manager

El Paso International Airport

Samuel Rodriguez
Chief Operations Officer

Streets & Maintenance

Richard J. Bristol
Streets & Maintenance Director

Randy Garcia
Streets & Maintenance Assistant Director

Jiann-Shing Yang
City Traffic Engineer

Economic Development

Elizabeth Triggs
Director of Economic and Intl Development

Karina Brasgalla
Economic Development Assistant Director





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1.1 WHAT IS THE RIGHT-OF-WAY

The right-of-way refers to a designated area of land owned and controlled by the City of El Paso or the Texas Department of Transportation. It typically includes public streets, sidewalks, alleys, and other public infrastructure that are essential for transportation and public access.

The city right-of-way is typically considered a public domain and is accessible to all members of the community. However, certain restrictions and regulations may apply, such as permits for construction activities, temporary closures for events or maintenance, and specific rules for street vendors or public transportation.



1.2 ABOUT RIGHT-OF-WAY CAFÉS

The Right-of-Way Café program in El Paso offers an exciting opportunity for food and beverage businesses to enhance their establishments by extending their service areas towards the public sidewalks and on-street parking. The program aims to create a lively and communal dining experience, allowing patrons to enjoy their meals and beverages in an outdoor setting. With El Paso's abundant sunshine and beautiful downtown, right-of-way cafés are a perfect addition to the city's vibrant food and restaurant culture, supporting local businesses and promoting community.

Key features of the Right-of-Way Café program include:

1. **Alfresco Dining Experience:** Right-of-way cafés offer customers a unique and relaxed dining experience, with tables and seating placed outdoors, allowing them to savor their meals in the fresh air and enjoy the city's atmosphere.
2. **Temporary Use of Public Space:** The program allows participating restaurants and licensed businesses to temporarily utilize city sidewalks and portions of on-street parking to set up open-air seating areas.
3. **Support for Local Businesses:** By facilitating the expansion of restaurant services into public spaces, the program aims to support and strengthen local businesses, contributing to the growth of El Paso's food and restaurant culture.

1.3 WHEN IS A PERMIT NECESSARY

A right-of-way café permit is required when **city sidewalks and public on-street parking** are used for **outdoor dining** directly abutting an existing food and beverage establishment. A café sited entirely on private property does not require a Right-of-Way café permit but may be subject to other permits such as a temporary use permit.

1.4 WHO MAY APPLY FOR A PERMIT

Operators of a right-of-way café must be businesses licensed to serve food and beverages. The applicant does not have to be the property owner, but if they are not, they must have a valid lease for the building abutting the proposed right-of-way café.

TYPES OF PERMITS

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2.1 SIDEWALK CAFE

A sidewalk cafe is an outdoor dining space that extends from a neighboring established restaurant onto a portion of the sidewalk. The sidewalk cafe occupies a part of the sidewalk adjacent to the establishment. It may include tables, chairs, umbrellas, or other furnishings to create a comfortable and inviting outdoor dining experience. The primary purpose of a sidewalk cafe is to provide restaurant customers with the option to dine outdoors while contributing to the vibrancy and street life of the city.



Example #1



Example #2



Example #3

2.2 PARKING PARKLET

A Parking Parklet, alternatively referred to as a parklet or sidewalk extension, is a small-scale urban intervention aimed at converting a segment of a conventional on-street parking space into a public space. This permit enables parklets to function as an expansion of a neighbouring established restaurant, providing the establishment with the opportunity to cater to customers in an outdoor setting.



Example #1



Example #2



Example #3

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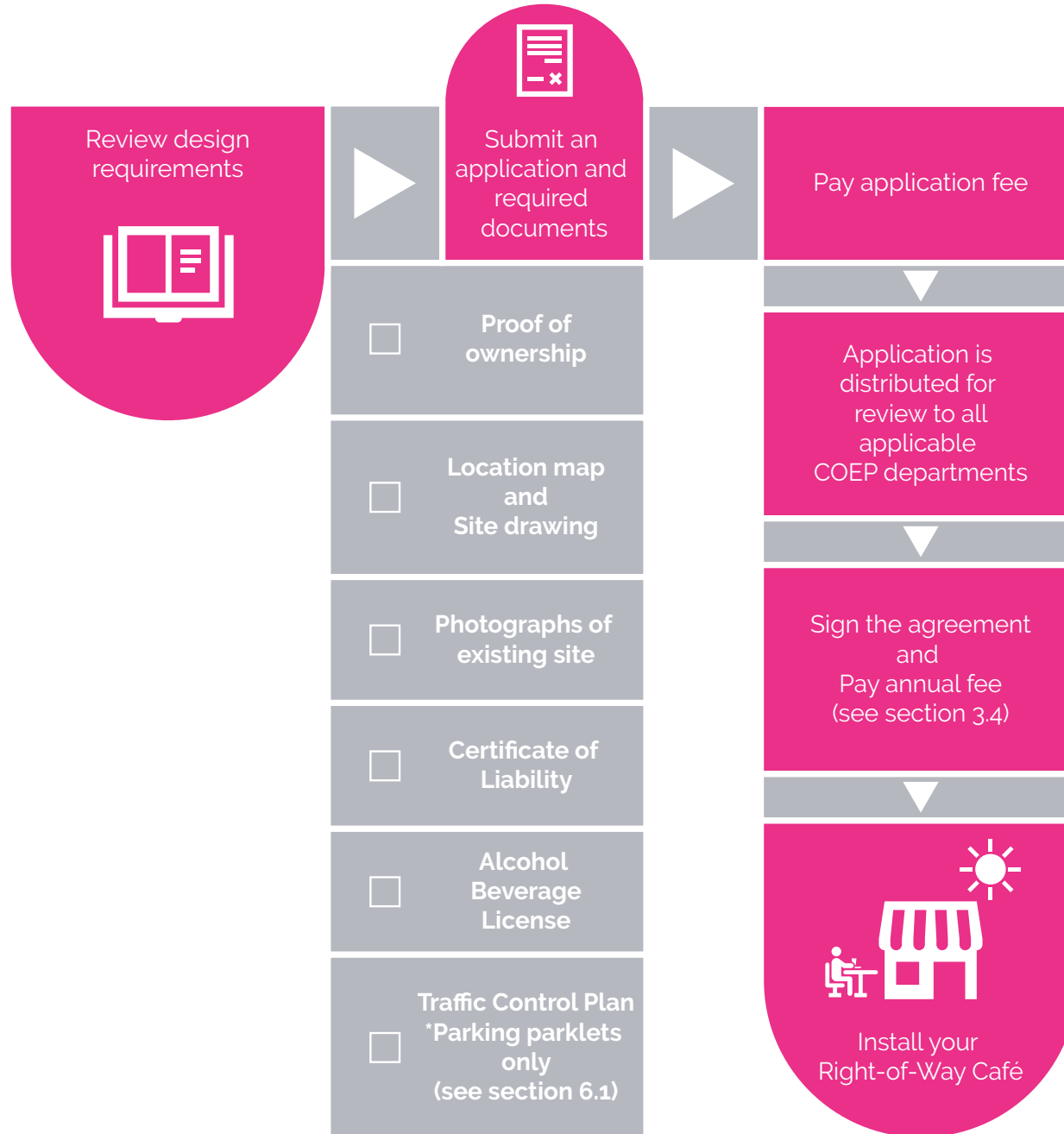
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3 MIN
PASSENGER
LOAD ONLY

FOOD
PICK-UP
PRIORITY

CARTA
DE
OAXACA

3.1 PERMIT PROCESS FLOW CHART



3.2 INSTRUCTIONS FOR APPLICATION SUBMITTAL

Applicants must complete the [application](#) and submit it in person to the One-Stop-Shop located at 811 Texas Ave. El Paso, TX 79901. Alternatively, the application may be submitted via email to ROWpermits@elpasotexas.gov.

In addition to a complete application, the following documents must be submitted to process your request for a Right-of-way Café Permit:

- ☐ **Proof of ownership:** This may include a warranty deed, title commitment, or other relevant documentation. If the applicant is not the business owner, they must have a valid lease for the building and written permission by the property owner indicating authorization to obtain a right-of-way café permit.
- ☐ **Location Map:** A location map, accurately outlining the public rights-of-way or easement(s) upon which a temporary encroachment is proposed.
- ☐ **Site Drawing:** A detailed site drawing is required during the submission. While professional drawings are not mandatory, the site drawing must be legible, close to scale, and provide sufficient detail to describe the proposed temporary encroachment on the public right-of-way or easement(s). An example can be found on page 19.
- ☐ **Photographs:** Please include pictures of the existing site before the installation of the café, as well as photos of the adjacent street and sidewalk.
- ☐ **Certificate of Liability Insurance:** The insurance must meet the requirements specified on page 18.
- ☐ **Alcohol Beverage License:** If your application involves selling and serving beverages containing alcohol within the city's right-of-way, include a copy of the current alcohol beverage license.
- ☐ **Traffic Control Plan** *only applicable for parking parklets. ([See section 6.1](#))

Once the permit official reviews the application for completeness and acceptance, the applicant must pay the processing fee for the special privilege license or permit, as prescribed in Schedule C. Please note that the processing fee is non-refundable

3.3 INSURANCE REQUIREMENTS

A certificate of liability insurance or self-insured affidavit with the required liability limitations as required per Section 15.08.120G of the El Paso City Code. Liquor liability insurance will be required separately for requests to sell and serve alcoholic beverages on City right-of-way. Certificate of liability insurance must be in accordance with the State of Texas Certificate Law. City of El Paso must be listed as the “Certificate Holder” as well as “Additional Insured” under the descriptions section. In addition, coverage must meet the following limitations:

\$1,000,000 in General Commercial Liability for Personal Injury/ Death per occurrence.

\$2,000,000 in General Aggregate Coverage

\$1,000,000 in Property Damage

\$5,000,000 if located within 50 feet of the streetcar

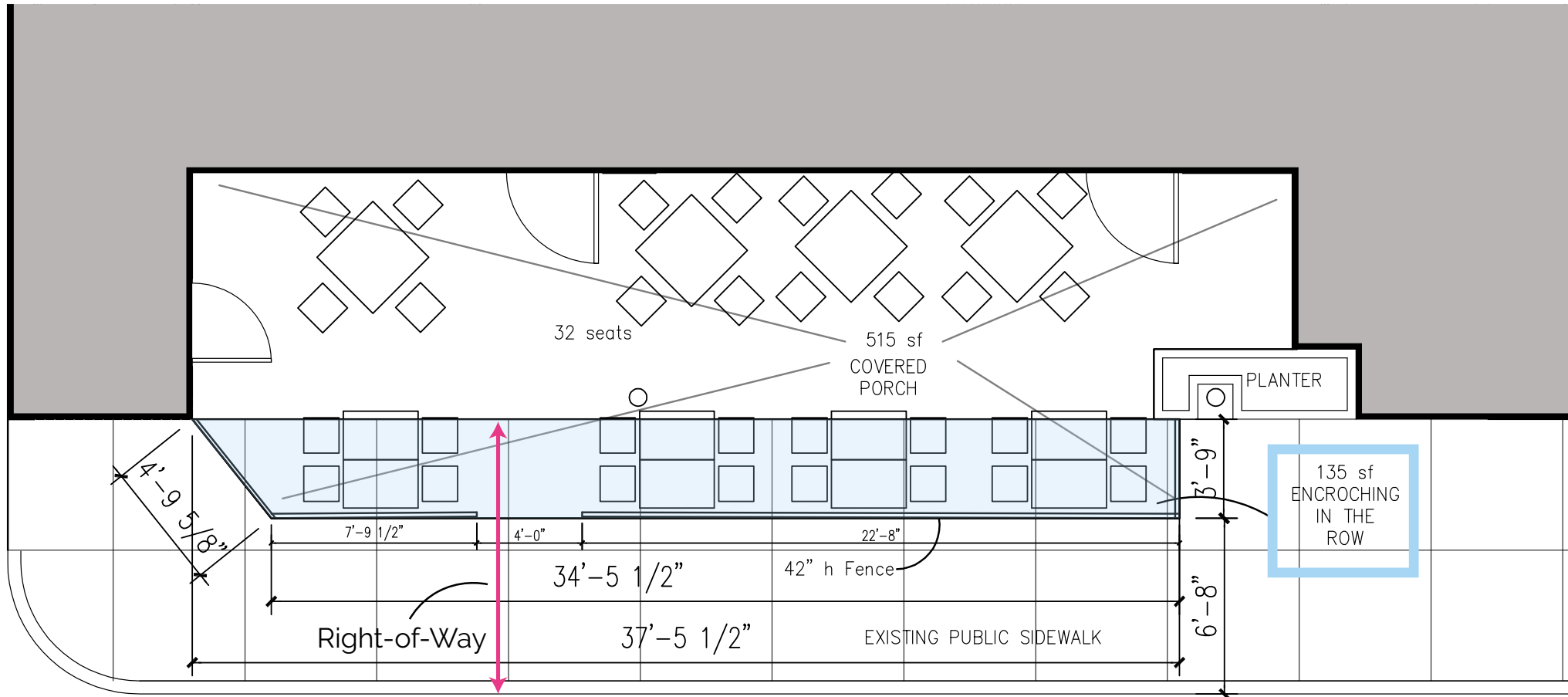
3.4 PERMIT FEES

ROW Cafe Program	Sidewalk Cafe Permit	Parking Parklet Permit
Application fee	\$371.00 + applicable technology fee	\$371.00 + applicable technology fee
Annual fee	\$159.00 per site + applicable technology fee	\$2,000.00 per metered space + applicable technology fee

*See [City of El Paso Schedule C](#) for more information

**Fees subject to review by City Council

3.5 SITE PLAN EXAMPLE



1 IMPROVEMENT FLOOR PLAN
SCALE: 3/16" = 1'-0"

SIDEWALK CAFÉ

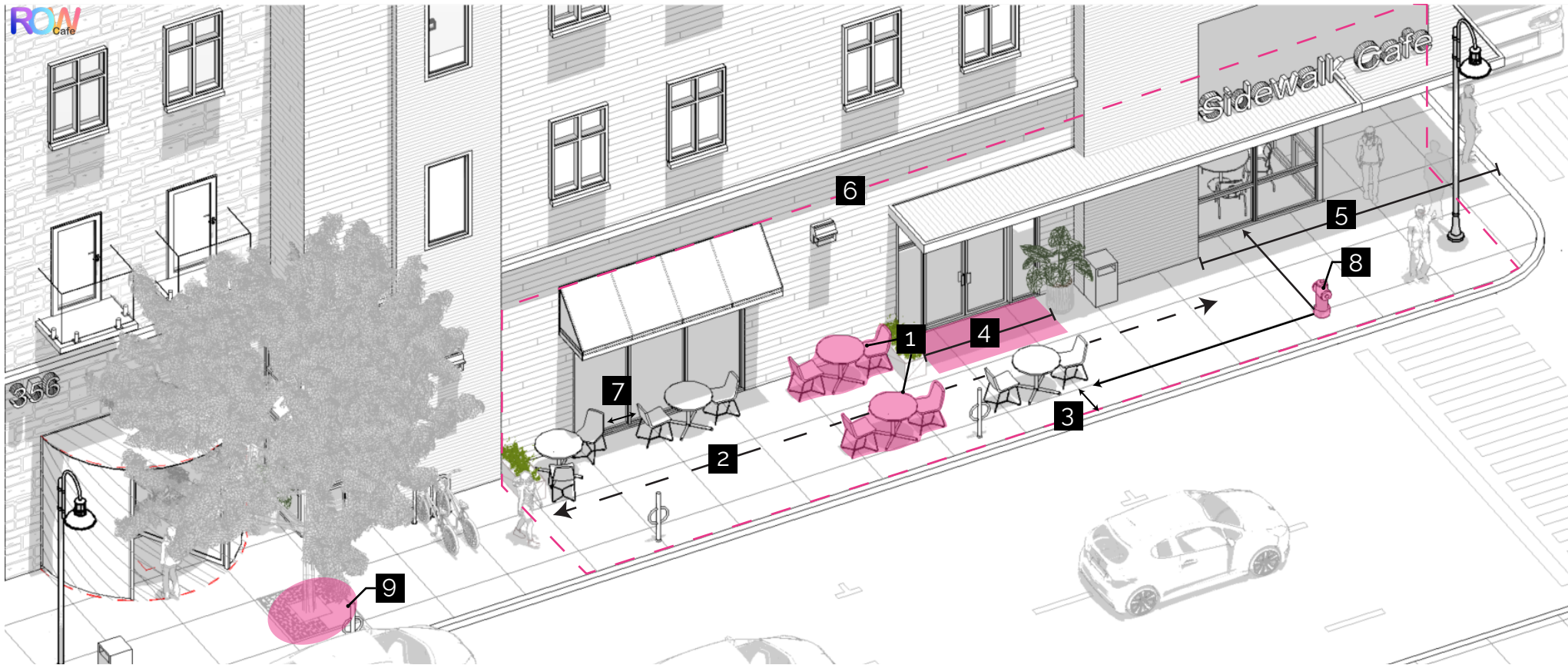
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**SANITATION
CERTIFIED**

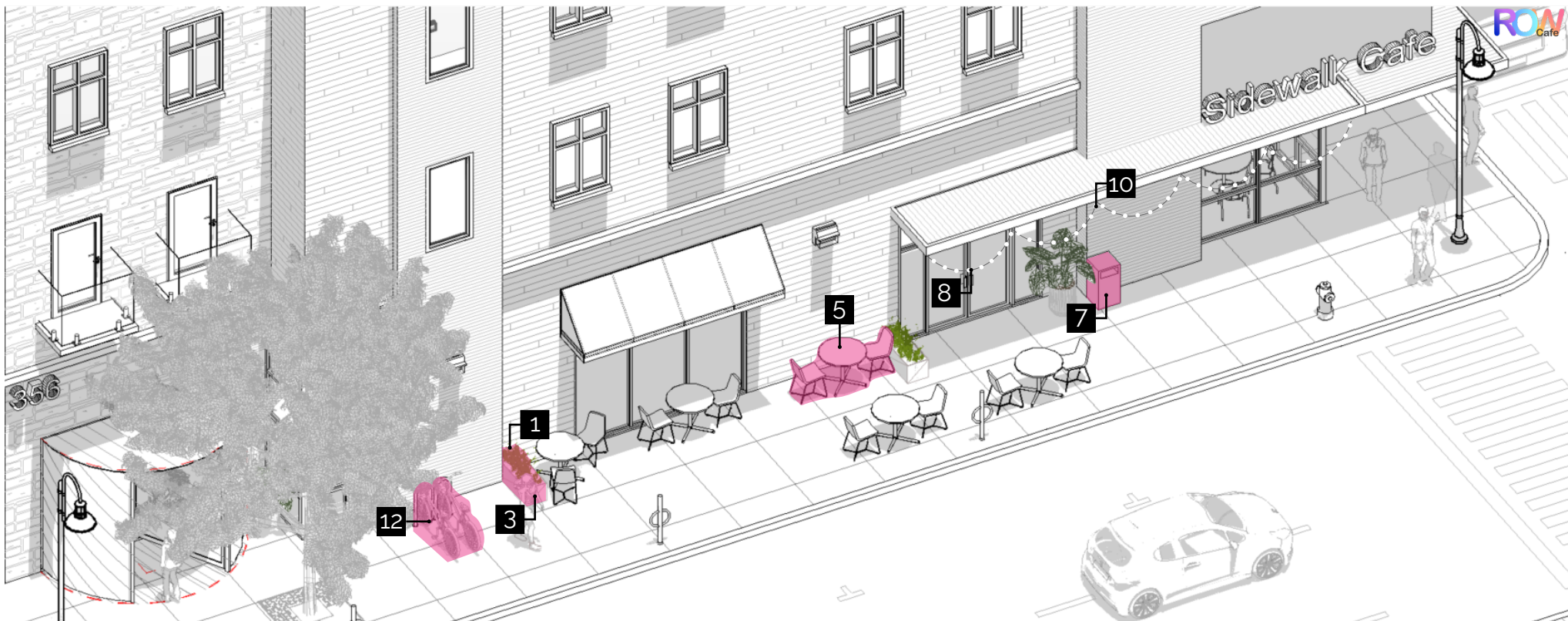


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for more information on our sanitation standards.



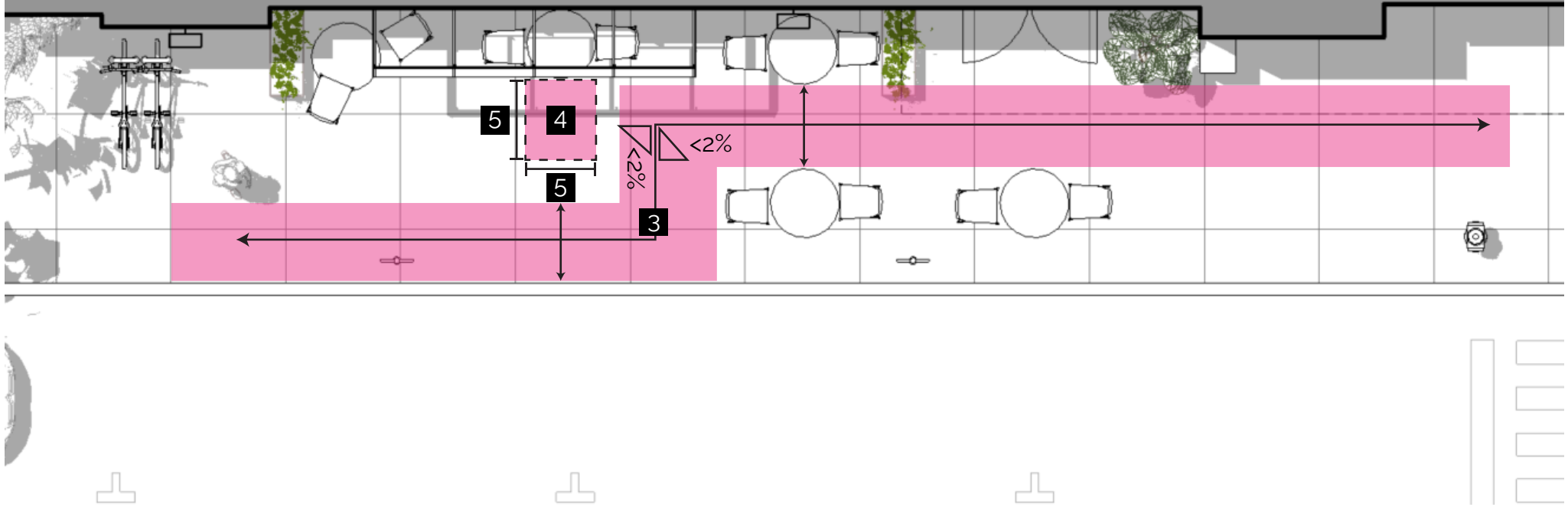
4.1 LOCATION REQUIREMENTS

1. The sidewalk café may be located between the face of the curb and the pedestrian pathway and/or between the pedestrian pathway and the face of the building(s).
2. Maintain a 5 feet minimum clear path for pedestrian access.
3. A minimum setback of 2 feet between the face of the curb and the closest portion of the sidewalk café is required.
4. Maintain a minimum of 3 feet wide unobstructed path of ingress and egress between all exit door(s) and the public right-of-way; and between adjacent cafés.
5. Cafés and structures must be located at least 20 feet from any adjacent intersection or street corner. The location of the café adjacent to the intersection or street corners may be modified with the approval of the City Traffic Engineer where special conditions exist, and modification is consistent with public safety.
6. The sidewalk café must stay within the business frontage and shall not extend beyond without written permission from the neighbouring businesses.
7. Maintain a minimum of 2 feet between tables.
8. Maintain a 15 feet clear space at the base of existing fire hydrants.
9. Maintain a 3 feet radius of clear space at the base of existing trees.
10. Easements, meters, valves, manholes, or structures must be accessible for maintenance and/or repair.



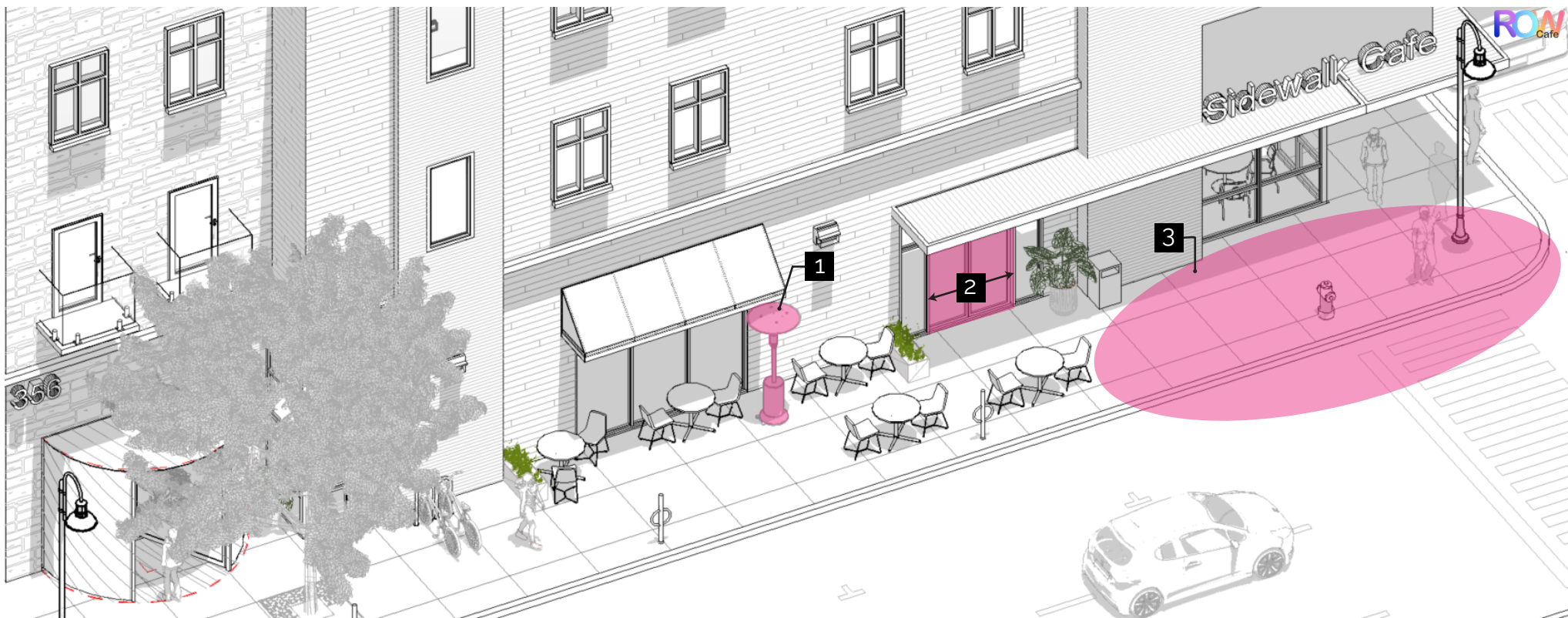
4.2 DESIGN REQUIREMENTS

1. The sidewalk café shall not be enclosed by permanent structures.
2. If fencing is provided, fencing shall be continuous around the perimeter of the patio café except for entry points. Fences must have a durable professional finish and shall comply with applicable historic district guidelines.
3. Planters may be used as barriers to delineate the café limits. Barriers must be 30" - 36" in height.
4. All construction and additions shall comply with any applicable historic district design standards and guidelines.
5. The sidewalk café must consist of moveable furniture. All furniture should be designed for outdoor use. Furniture must be able to withstand heavy weather conditions.
6. All materials must be suitable for outdoor use.
7. Each outdoor sidewalk café shall have a trash receptacle within the café limit line, not including the City of El Paso trash receptacles.
8. Any light fixtures, awnings, umbrellas, extension cords, etc., shall not protrude into the clear pedestrian path.
9. Lighting on fencing may be permitted to add a decorative element but shall not be designed to attract attention.
10. Flashing lights are not permitted. Lighting shall be clear or white.
11. Light strands shall be maintained in good repair, and burned-out bulbs shall be replaced promptly.
12. Street furniture and fixtures by the City of El Paso, such as bike racks, benches, light fixtures, and others, must be available at all times.
13. Objects like umbrellas and heating devices should be designed to endure wind speeds of 20 mph or higher, and measures must be taken to prevent them from becoming airborne.
14. Loose furniture, including tables, chairs, umbrellas, shades, portable heaters, portable light fixtures, and other items, must be removed from the row during wind advisories of 30 mph or more.



4.3 ACCESSIBILITY REQUIREMENTS

1. All sidewalk cafés must comply with TAS (Texas Accessibility Standards).
2. The sidewalk café must not be located on a raised platform or sunken area unless an accessible ramp is provided.
3. A minimum 36" ADA-accessible entryway to the sidewalk café must be maintained for all cafés.
4. A minimum of one wheelchair-accessible seating space must be provided in all sidewalk cafés. A minimum of one wheelchair-accessible seating space must be provided for every 20 non-accessible seats.
5. Accessible wheelchair spaces shall have a minimum of 36 inches in width by 48 inches in depth unobstructed area.



4.4 FIRE CODE REQUIREMENTS

1. Acceptable auxiliary outdoor heating devices shall meet the current fire code requirements.
2. A minimum emergency service access gap of 3 feet wide, without horizontal or vertical obstructions, shall be required for every 20 feet of linear frontage.
3. Fire hydrants and El Paso Fire Department water connections (FDC) must be accessible at all times.
4. Smoking or vaping shall not be permitted within the sidewalk café or 20 feet of such as per [section 9.50.030](#) of the City of El Paso Municipal Code.
5. Music may be permitted. Any music must comply with the [noise ordinance](#).

4.5 OTHER REQUIREMENTS

1. No food preparation, equipment, or storage may take place on the sidewalk café.
2. The serving of alcohol must be limited to within the boundaries of the sidewalk café as identified in the permit application.
3. A license issued by the Texas Alcoholic Beverage Commission (TABC) is required to sell and service alcoholic beverages within the sidewalk café.
4. City approval of a permit allowing a sidewalk café on city right-of-way does not guarantee, warrant, or assure that the TABC will allow the sale and service of alcoholic beverages within the sidewalk café area.
5. All relocation, removal, disposition, and/or salvage of any city property is prohibited without prior approval. It shall follow the established policy and procedure for disposal or salvage of such property if approved.



4.6 CASE STUDY #1



Location

Elements of the sidewalk café are not located more than 3 feet from a utility pole.
The pedestrian pathway is obstructed by cafe elements.



Design



Accessibility

Cafe has no accessible pedestrian path.



Fire code

Elements of the sidewalk café are not located more than 15 feet from a fire hydrant.



4.7 CASE STUDY #2



Location

Elements of the sidewalk café are not located more than 3 feet from a tree.



Design



Accessibility



Fire code

PARKING PARKLET

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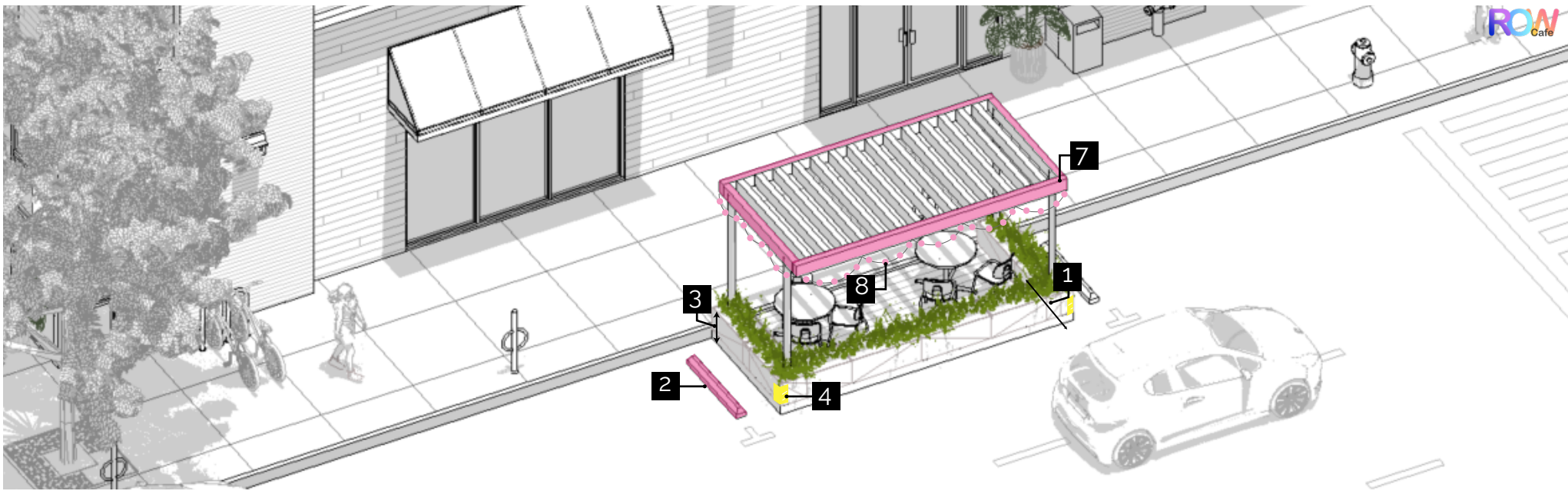
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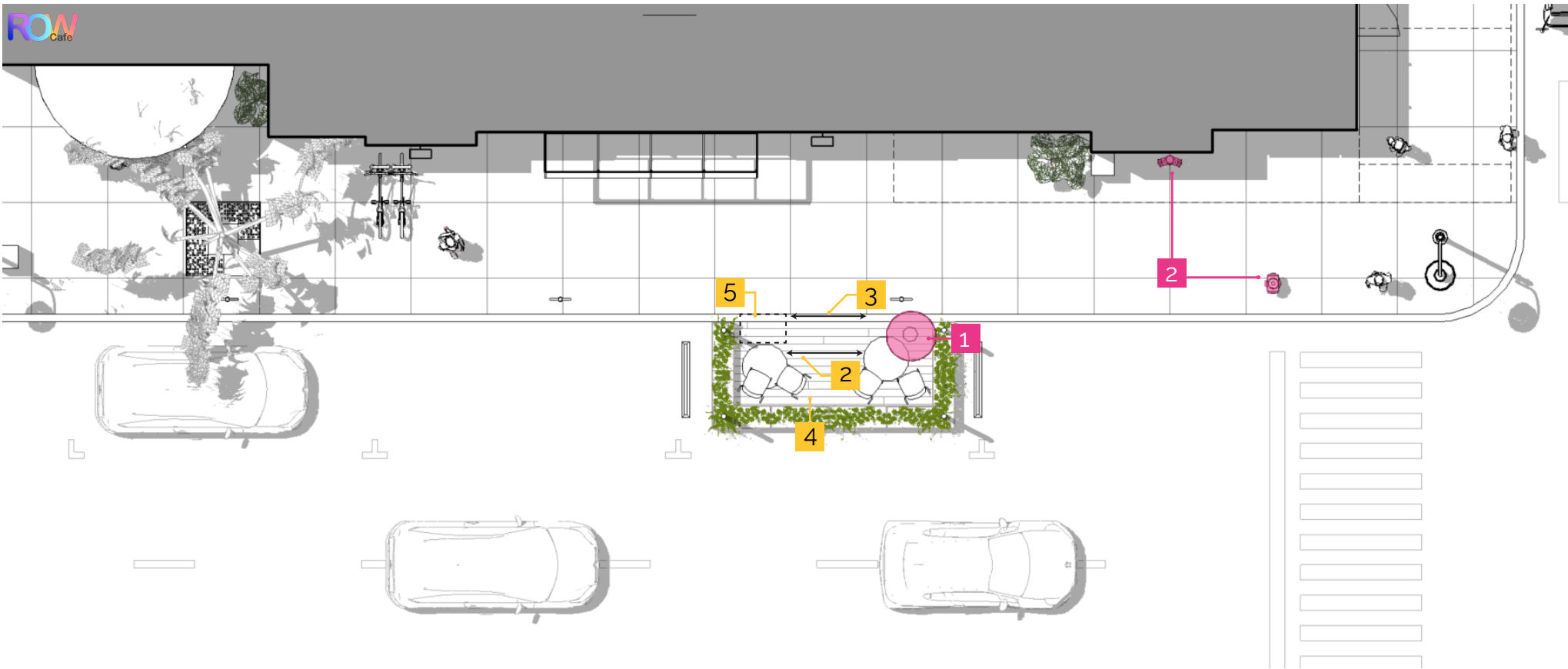
5.1 LOCATION REQUIREMENTS

1. The parklet must utilize the parking spaces directly in front of the business. It should not extend beyond without written permission from the neighbouring businesses.
2. Parklets are permitted on streets with speed limits of 35 mph or less; any other will be considered on a case-by-case basis.
3. Parklets are not permitted on streets owned by the Texas Department of Transportation (TxDOT).
4. Parklets must be located at least 20 feet from any adjacent intersection, street corner, or crosswalk.
5. Parklets are not permitted along red and yellow painted curbs.
6. Maintain a 15 feet clear space at the base of existing fire hydrants.
7. Parklets are prohibited at bus stops, loading zones, or designated bike lanes.
8. Parklets are not permitted over utility access panels, manhole covers, transformers, water meters, or water valves. All parklets shall maintain a minimum of 5 feet from any storm drain, inlets, or cleanouts.
9. Parklets proposed along the streetcar route will be considered on a case-by-case basis and must be approved by Sun Metro prior to approval.
10. Parklets located next to driveways must have a minimum 10 feet setback from the outside edge of the driveway.
11. Parklets are not allowed within 50 feet of the nearest rail of a railroad crossing.
12. Maintain a minimum distance of 20 feet from the driveway entrance of a fire station. Additionally, Parklets are prohibited from being directly across from such entrances or within 75 feet of them.
13. Parklets are permitted on metered parking spaces only.



5.2 DESIGN REQUIREMENTS

1. Maintain a minimum 2 feet setback between the parking parklet seating area and adjacent on-street parking spaces and travel lanes.
2. Wheel stops, or posts must be included to separate the occupied parking space and the adjacent parking spaces and travel lane.
3. Provide a 42" high barrier at the edge of the parking parklet as a barrier to vehicular traffic. If cable railing is used, spacing between cables must not exceed six inches (see materials section.)
4. Reflectors must be included at each end of the parking parklet.
5. Parklets must include vertical elements that make them visible to traffic, such as reflective delineator posts or reflective plastic drums.
6. Parklets may not occupy more than three parking spaces. No design element may encroach into adjacent parking spaces.
7. Umbrellas or canopies may not encroach on the pedestrian travel path, travel lanes, or adjacent parking spaces.
8. The parklet must include lighting if intended for night use. Any lighting must comply with the dark sky ordinance.
9. Parklets must be equipped with a deck or platform that is flush with the adjacent sidewalk, with a maximum gap of 1/2 inch.
10. Maintain an equal grade with the adjoining sidewalk.
11. The parklet base must not be attached or bolted to the street in any manner. Instead, it should be constructed as a self-supporting structural foundation that rests directly on the street surface. The frame of the parklet should not be permanently affixed to the street or curb, and no permanent modifications or alterations to the street are permitted.
12. Access must be provided underneath the flooring of the parklet for cleaning purposes.
13. No loose particles such as sand or loose stone are permitted as surface materials.
14. The parklet must be designed to allow rainwater to flow along the curb without obstructions. The entire parklet structure should be built to allow for easy removal of the parklet if necessary.
15. All materials must be high quality, durable, non-reflective, and weather-resistant.
16. Objects like umbrellas and heating devices should be designed to endure wind speeds of 20 mph or higher, and measures must be taken to prevent them from becoming airborne.
17. Loose furniture, including tables, chairs, umbrellas, shades, portable heaters, portable light fixtures, and other items, must be removed from the row during wind advisories of 30 mph or more.



5.3 ACCESSIBILITY REQUIREMENTS

1. The parklet must comply with all TAS (Texas Accessibility Standard) standards.
2. The accessible path on the deck surface shall be a minimum of 44 inches wide and shall be level.
3. A minimum 36 inches ADA-accessible entryway to the parklet must be maintained.
4. Openings in the floor or deck must not be greater than $\frac{1}{2}$ inch. Elongated openings shall be placed so that the long dimension is perpendicular to the direction of travel.
5. A minimum of one wheelchair-accessible seating space must be provided for every 20 non-accessible seats.

5.4 FIRE CODE AND HEALTH REQUIREMENTS

1. Acceptable auxiliary outdoor heating devices shall meet the current fire code requirements.
2. Fire hydrants and El Paso Fire Department water connections (FDC) must be accessible at all times.
3. Smoking or vaping shall not be permitted within the sidewalk café or 15 feet of such.
4. Music may be permitted. Any music must comply with the [noise ordinance](#).

5.5 OTHER REQUIREMENTS

1. Permittee shall be responsible for maintenance of the parking parklet including but not limited to:
 - a. Removing any graffiti tagging within 24 hours, unless part of a pre-approved design.
 - b. Perform pest abatement as needed.
 - c. Allow for adequate drainage.
 - d. Maintaining all plants, equipment and furnishings.
 - e. Trash removal including any loose trash within 1.5 feet of the parklet.
 - f. Repair conditions at all times and promptly replace any broken improvements or property within a reasonable period of time.
2. A parking parklet proposal may be rejected if it conflicts with future programmed streetscape improvements by the City of El Paso.
3. Storage or preparation of food is not permitted in the parklet.
4. Parklets are intended for commercially zoned areas and shall not be allowed in residential districts.
5. The parking parklet permit is non-transferable. If the applicant business changes ownership or cease to operate, the permit will be automatically terminated and the parklet shall be removed by the applicant or a new application must be submitted by the new owner. A new application of an existing parklet does not guarantee approval.
6. Seating. For food and/or beverage service only. Seated-only capacity shall be required. Standing-only capacity shall not be permitted.
7. Tables and chairs shall not exceed 42 inches in height.
8. Tables and chairs must be moveable to accommodate wheelchair access. The business is responsible for the loss or theft of any property.
9. Emergency: During emergencies, the City or other public utility may remove the parklet with little or no notice.



5.6 CASE STUDY #1



Location

Elements of the parklet are located within the bike lane.
Parklet is not within a metered space.



Design

No setback between the travel lane and parklet.
Parklet does not contain a deck or platform.
Parklet does not maintain equal grade with sidewalk



Accessibility



Fire code



5.7 CASE STUDY #2



Location



Design



Accessibility



Fire code

ADDITIONAL INFORMATION

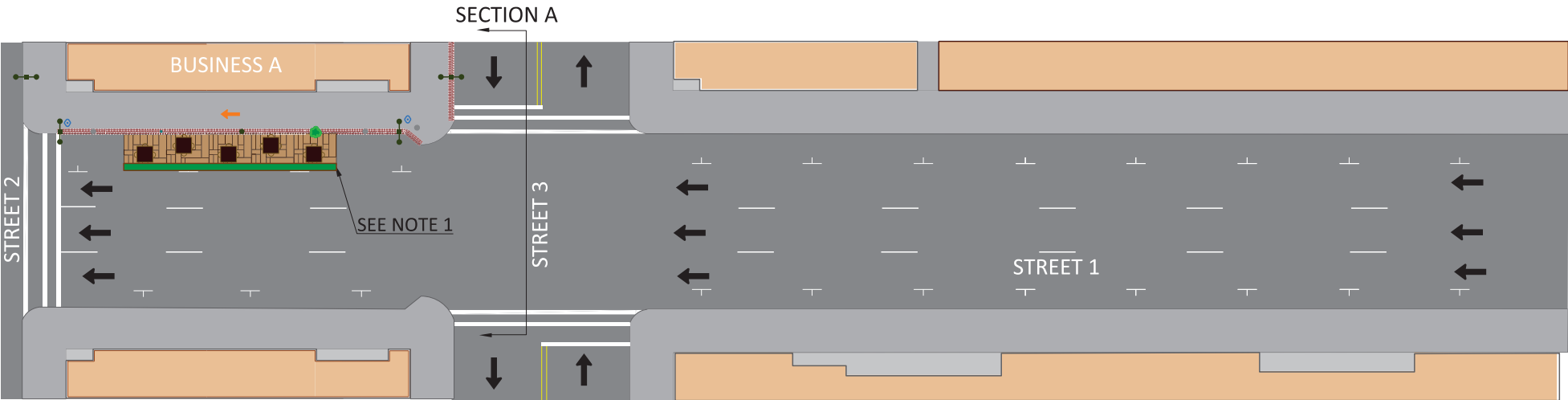
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6.1 GLOSSARY.....44



6.1 TRAFFIC CONTROL TEMPLATES

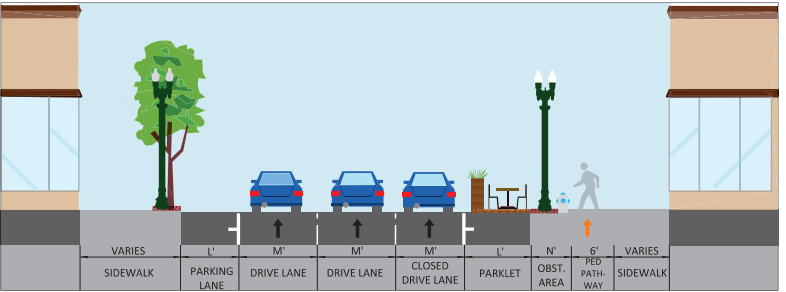
TYPICAL 2A - PARKLET (ONE-WAY STREET) - COMPLETED




NOTES:

1. ACTUAL PARKLET FEATURES WILL VARY. ENCLOSURE TO BE PROVIDED PER COEP APPROVED MATERIALS.

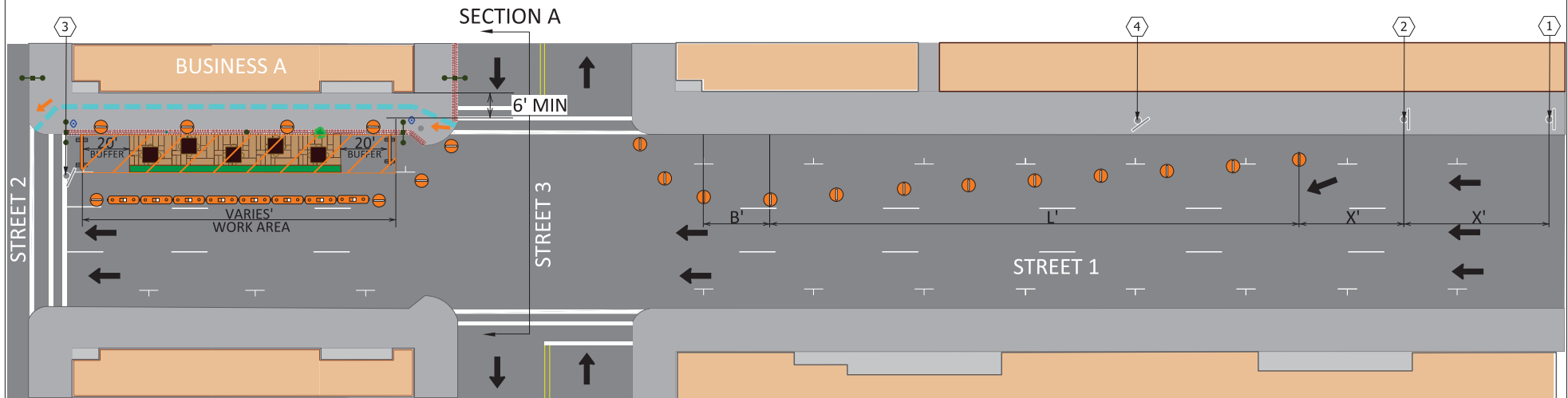
LEGEND	
	DINING TABLES/AMENITIES
	EXISTING OBSTRUCTIONS
	VEHICULAR TRAFFIC FLOW
	PEDESTRIAN TRAFFIC FLOW



SECTION A

 CITY OF EL PASO STREETS & MAINTENANCE DEPARTMENT	LOCATION:	PARKLET FOR ONE-WAY STREET	STANDARD NO.	APPROVED BY: _____ (DATE & SIGNATURE)	SCALE: N.T.S
	TYPICAL CITY BLOCK EL PASO, TX		TYPICAL 2A- COMPLETED		
			THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.		SHEET 9

TYPICAL 2A - PARKLET (ONE-WAY STREET) - TCP



NOTES:

1. TCP IS ONLY FOR INSTALLATION AND REMOVAL PHASES. REMOVE ALL TRAFFIC CONTROL DEVICES/INVENTORY UPON COMPLETION OF PARKLET INSTALLATION. REPLACE DEVICES WITH COEP APPROVED ENCLOSURES AND APPROVED MATERIALS.



CW20-1D
36"X36"
①



CW20-5TR
36"X36"
②















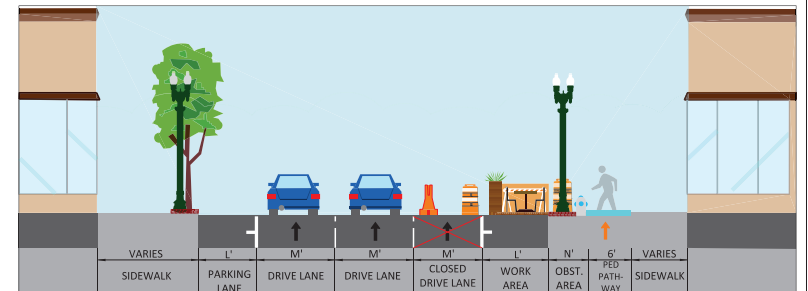
G20-2
36"X18"
③




R7-1 DBL
12"X18"
④
(INSTALL TEMPORARY NO
PARKING SIGN DURING WORK
ACTIVITIES)

POSTED SPEED LIMIT	CHANNELIZING DEVICE "B" (FT)	SIGN SPACING "X" (FT)	CLOSED LANE WIDTH (FT):		
			10	11	12
25	25	100	105	115	125
30	30	120	150	165	180
35	35	160	205	225	245

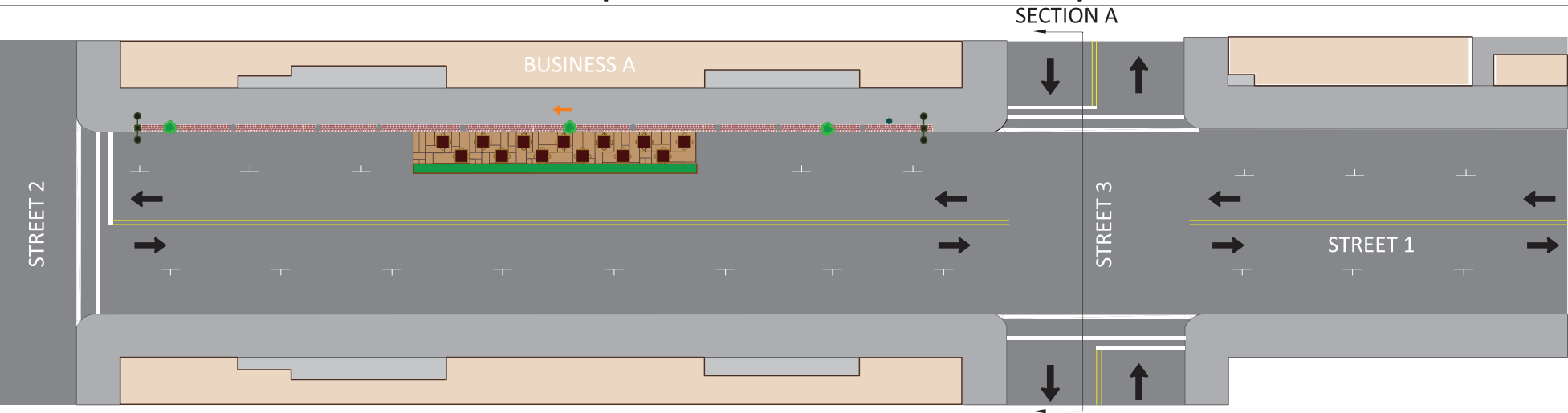
LEGEND			
	A-FRAME TYPE I BARRICADE		DINING TABLES/AMENITIES
	TYPE III BARRICADE		EXISTING OBSTRUCTIONS
	ORANGE WATER BARRIER		ADVANCED WARNING SIGN
	STEEL BARRICADE		PEDESTRIAN PATHWAY TO BE MAINTAINED
	WORK AREA		VEHICULAR TRAFFIC FLOW
	CHANNELIZING DEVICES		PEDESTRIAN TRAFFIC FLOW



SECTION A

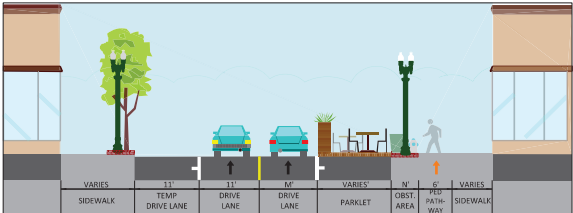
 CITY OF EL PASO STREETS & MAINTENANCE DEPARTMENT	LOCATION:	PARKLET FOR ONE-WAY STREET	STANDARD NO.	APPROVED BY: _____ (DATE & SIGNATURE)					SCALE: N.T.S
	TYPICAL CITY BLOCK EL PASO, TX		TYPICAL 2A- TRAFFIC CONTROL PLAN						
			THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	TYPICAL USAGE					
				SPEED LIMIT ≤ 35 MPH	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY	
				✓	✓	✓	✓	✓	
				SHEET 10					

TYPICAL 2B - PARKLET (TWO-LANE TWO-WAY STREET) - COMPLETED



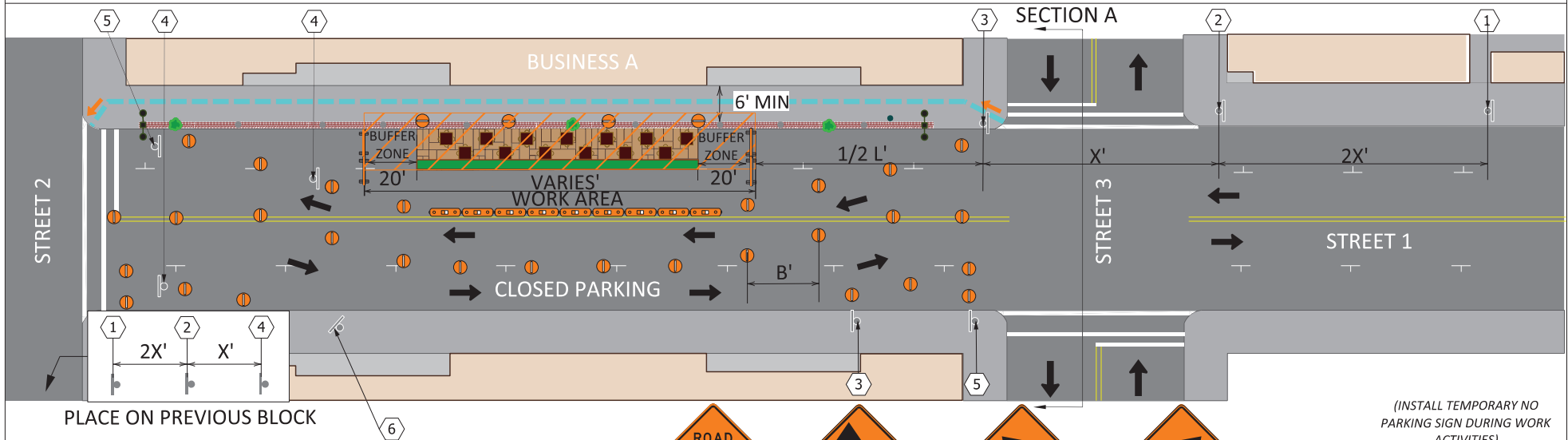
NOTES:
1. ACTUAL PARKLET FEATURES WILL VARY. ENCLOSURE TO BE PROVIDED PER COEP APPROVED MATERIALS.

LEGEND	
	DINING TABLES/AMENITIES
	EXISTING OBSTRUCTIONS
	VEHICULAR TRAFFIC FLOW
	PEDESTRIAN TRAFFIC FLOW



	LOCATION:	PARKLET FOR TWO-LANE TWO-WAY STREET	STANDARD NO.	APPROVED BY: _____ (DATE & SIGNATURE)	SCALE: N.T.S.
	TYPICAL CITY BLOCK EL PASO, TX		TYPICAL 2B-COMPLETED		
			THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.		
					SHEET 11

TYPICAL 2B - PARKLET (TWO-LANE TWO-WAY STREET) - TCP



NOTES:

1. TCP IS ONLY FOR INSTALLATION AND REMOVAL PHASES. REMOVE ALL TRAFFIC CONTROL DEVICES/INVENTORY UPON COMPLETION OF PARKLET INSTALLATION. REPLACE DEVICES WITH COEP APPROVED ENCLOSURES AND APPROVED MATERIALS.

LEGEND			
	A-FRAME TYPE I BARRICADE		DINING TABLES/AMENITIES
	TYPE III BARRICADE		EXISTING OBSTRUCTIONS
	ORANGE WATER BARRIER		ADVANCED WARNING SIGN
	STEEL BARRICADE		PEDESTRIAN PATHWAY TO BE MAINTAINED
	WORK AREA		VEHICULAR TRAFFIC FLOW
	CHANNELIZING DEVICES		PEDESTRIAN TRAFFIC FLOW

CW20-1D
 36"X36"
 1

CW1-4L
 36"X36"
 2

CW1-6aT
 36"X36"
 3

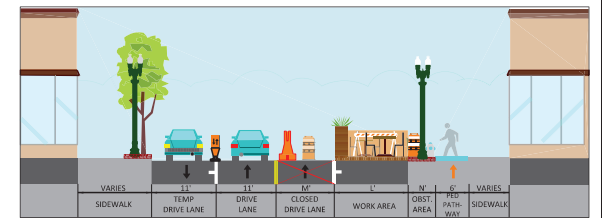
CW1-6aT
 36"X36"
 4

G20-2
 36"X18"
 5


R7-1 DBL
 12"X18"
 6

(INSTALL TEMPORARY NO PARKING SIGN DURING WORK ACTIVITIES)

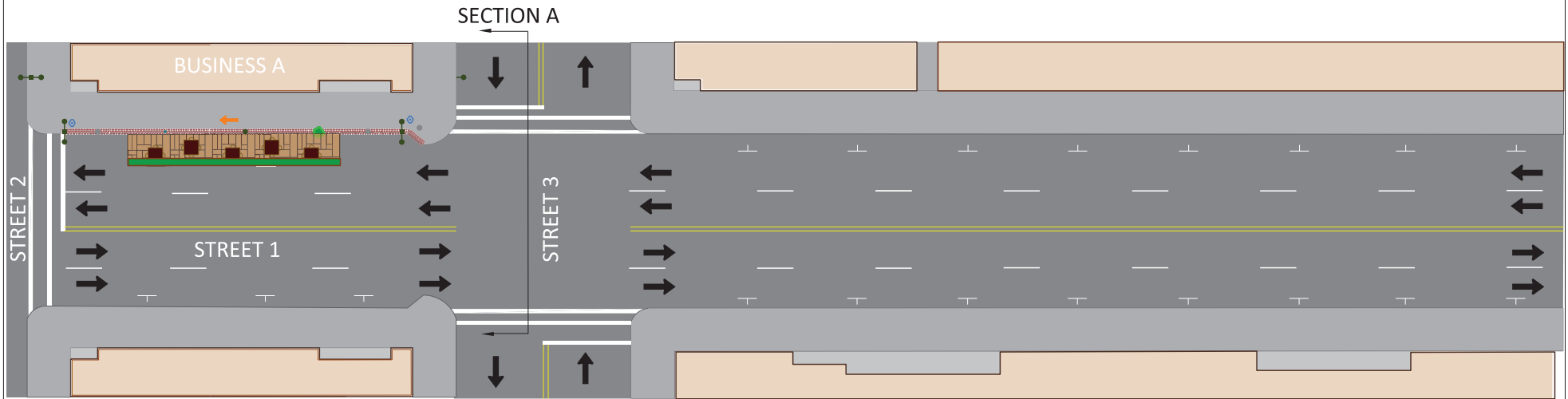
POSTED SPEED LIMIT	CHANNELIZING DEVICE "B" (FT)	SIGN SPACING "X" (FT)	CLOSED LANE WIDTH (FT):		
			10	11	12
25	25	100	105	115	125
30	30	120	150	165	180
35	35	160	205	225	245



SECTION A

 CITY OF EL PASO STREETS & MAINTENANCE DEPARTMENT	LOCATION:	PARKLET FOR TWO-LANE TWO-WAY STREET	STANDARD NO.	APPROVED BY: _____ (DATE & SIGNATURE)					SCALE: N.T.S
	TYPICAL CITY BLOCK EL PASO, TX		TYPICAL 2B- TRAFFIC CONTROL PLAN						
			THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	TYPICAL USAGE					
				SPEED LIMIT ≤ 35 MPH	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY	
				✓	✓	✓	✓	✓	SHEET 12

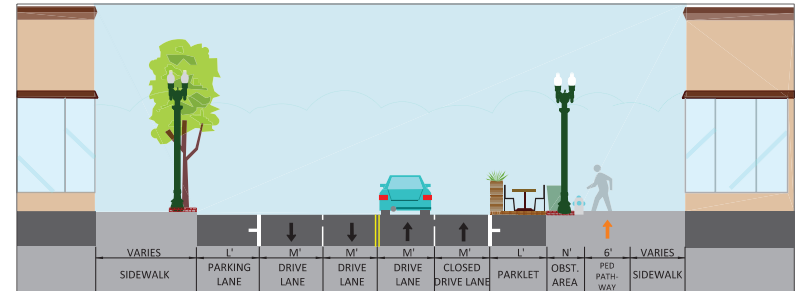
TYPICAL 2C - PARKLET (MULTI-LANE TWO-WAY STREET) - COMPLETED




NOTES:

1. ACTUAL PARKLET FEATURES WILL VARY. ENCLOSURE TO BE PROVIDED PER COEP APPROVED MATERIALS.

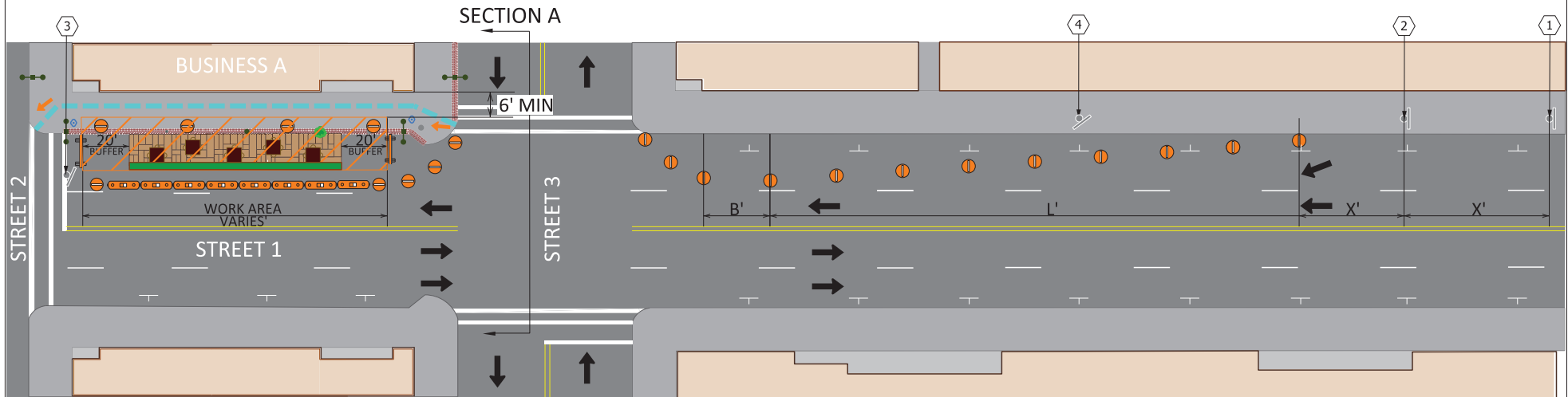
LEGEND	
	DINING TABLES/AMENITIES
	EXISTING OBSTRUCTIONS
	VEHICULAR TRAFFIC FLOW
	PEDESTRIAN TRAFFIC FLOW



SECTION A

 CITY OF EL PASO STREETS & MAINTENANCE DEPARTMENT	LOCATION:	PARKLET FOR MULTI-LANE TWO-WAY STREETS	STANDARD NO.	APPROVED BY: _____ (DATE & SIGNATURE)	SCALE: N.T.S
	TYPICAL CITY BLOCK EL PASO, TX		TYPICAL 2C- COMPLETED		
			THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.		
					SHEET 13

TYPICAL 2C - PARKLET (MULTI-LANE TWO-WAY STREET) - TCP



NOTES:

1. TCP IS ONLY FOR INSTALLATION AND REMOVAL PHASES. REMOVE ALL TRAFFIC CONTROL DEVICES/INVENTORY UPON COMPLETION OF PARKLET INSTALLATION. REPLACE DEVICES WITH COEP APPROVED ENCLOSURES AND APPROVED MATERIALS.



CW20-1D
36"X36"
1



CW-20-5TR
36"X36"
2















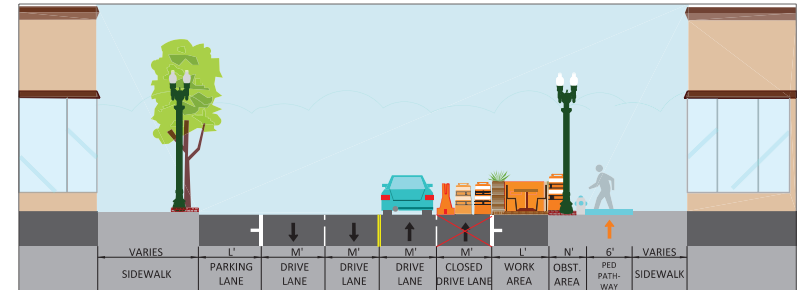
G20-2
36"X18"
3




R7-1 DBL
12"X18"
4
(INSTALL TEMPORARY NO
PARKING SIGN DURING WORK
ACTIVITIES)

POSTED SPEED LIMIT	CHANNELIZING DEVICE "B" (FT)	SIGN SPACING "X" (FT)	CLOSED LANE WIDTH (FT):		
			10	11	12
25	25	100	105	115	125
30	30	120	150	165	180
35	35	160	205	225	245

LEGEND			
	A-FRAME TYPE I BARRICADE		DINING TABLES/AMENITIES
	TYPE III BARRICADE		EXISTING OBSTRUCTIONS
	ORANGE WATER BARRIER		ADVANCED WARNING SIGN
	STEEL BARRICADE		PEDESTRIAN PATHWAY TO BE MAINTAINED
	WORK AREA		VEHICULAR TRAFFIC FLOW
	CHANNELIZING DEVICES		PEDESTRIAN TRAFFIC FLOW



SECTION A

 CITY OF EL PASO STREETS & MAINTENANCE DEPARTMENT	LOCATION:	PARKLET FOR MULTI-LANE TWO-WAY STREETS	STANDARD NO.	APPROVED BY: _____ (DATE & SIGNATURE)					SCALE: N.T.S	
	TYPICAL CITY BLOCK EL PASO, TX		TYPICAL 2C- TRAFFIC CONTROL PLAN							
	TYPICAL USAGE									
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.		SPEED LIMIT ≤ 35 MPH	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY			
			✓	✓	✓	✓	✓			
SHEET 14										

6.2 Glossary

The following definitions are provided for purposes of this document only

A

Accessible - An environment or facility that provides equal access to people with different abilities.

Alley - any public or private passageway or street open to traffic and generally used to reach the rear end of lots or buildings.

Applicant - any person, group, organization, or entity who seeks a permit from the permit official to conduct or sponsor a special event governed by this chapter.

B

Bicycle lane - a designated lane or portion of a roadway that is specifically marked or selected for the use of bicycles.

C

Crosswalk - a portion of the roadway at an intersection that is marked with pavement markings where traffic stops to guide pedestrians in the proper crossing paths.

Curb - a raised edge or boundary separating the roadway from a pedestrian walkway, such as a sidewalk or footpath. Curbs are typically made of durable materials like concrete and are designed to provide a physical barrier between the road and the adjacent pedestrian area.

D

Driveway - an area designed to provide a controlled and convenient path for vehicles to enter or exit a property. Driveways generally have a slope or incline that allows vehicles to transition smoothly from the street to the private property.

E

Easement - a legal right or privilege granted to a person or entity to use or access a specific portion of another person's property for a particular purpose. Some common types of easements include: right-of-way, utility easement, conservation easement, and drainage easement.

Egress - the pathways, exits, and systems that are designed to ensure the safe evacuation of occupants in the event of a fire, natural disaster, or other emergencies. These egress systems typically include exit doors, corridors, staircases, ramps, emergency lighting, and signage, all of which are intended to facilitate the rapid and orderly movement of people out of a building.

F

Frontage - the front facade of a building; area of public realm that is parallel to the front of a building.

M

Metered parking - an on-street parking space where drivers pay for parking based on their use time. Payment is typically made through parking meters or pay stations, with the purchased time displayed on a digital display.

O

On-street parking - a "curbside parking space" located adjacent to the curb where it is permissible within the public right-of-way for drivers to leave their vehicles.

P

Pedestrian pathway - a designated route or pathway specifically intended to provide a safe, accessible walkway for pedestrians.

Private property - real estate that are owned by individuals, businesses, or other non-governmental entities.

Property owner - an individual, business, or entity that has legal ownership and control over a particular property or asset. The property owner holds the rights and responsibilities associated with the property, including the right to use, transfer, and manage the property according to applicable laws and regulations.

Public infrastructure - the physical systems, facilities, and services that are owned, operated, and provided by the government or public entities for the benefit of the general public.

R

Right-of-way - Land which by deed, conveyance, agreement, easement, dedication, usage, or process of law is reserved for or dedicated to the general public for street, highway, alley, public utility, pedestrian walkway, bikeway, or drainage purposes.

S

Setback - A distance from a curb, property line, or structure within which building is prohibited.

Sidewalk - a paved path or walkway alongside a road or street that is intended for pedestrians. It provides a designated space for people to walk, separating them from vehicular traffic. Sidewalks are typically constructed with materials such as concrete or asphalt.

Siteplan - a detailed architectural or engineering drawing that provides an overview of a specific property or development project. It typically includes information about the layout, dimensions, and location of buildings, roads, parking areas, landscaping, and other elements on the site.

T

Traffic Control - the management and regulation of vehicular and pedestrian movement on roads, streets, and highways to ensure safe and efficient transportation. It involves the use of various measures and devices such as traffic signals, signs, lane markings, and the deployment of law enforcement officers or traffic management personnel to direct and control the flow of traffic.

Traffic Control Plan - a detailed document or set of instructions that outlines specific measures and strategies for managing and regulating traffic in a particular area or at a specific location. They may include information on traffic diversions, lane closures, signage, flagging operations, and other measures designed to ensure safety.

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RIGHT-OF-WAY CAFE APPLICATION

PLANNING AND INSPECTIONS DEPARTMENT – RIGHT-OF-WAY DIVISION
CITY OF EL PASO 811 TEXAS AVE. EL PASO TEXAS 79901 (915) 212-0104

Pursuant to 15.08.120 (Special Privilege Licenses and Permits) of the El Paso City Code, the City may grant a special privilege license or permit for use of public right-of-way for specified uses. The Planning and Inspections Right of Way team are available to advise you in the preparation of this application. Call (915) 212-1584 or email ROWpermits@elpasotexas.gov for further information.

What are Right-of-Way Cafés?

Right-of-way cafes are temporary uses of city sidewalks and on-street parking for the purpose of open-air seating provided by a restaurant located on the adjoining property, where the restaurant patrons may eat or drink.

When is a Right-of-Way Café Permit Necessary?

A right-of-way café permit is required when city sidewalks are used for outdoor dining. An outdoor café sited entirely on private property does not require a special privilege permit but may require other permits such as a temporary use permit.

Who May Apply for a Right-of-Way Café Permit?

Operators of a right-of-way café must be businesses licensed to serve food and beverages. The applicant does not have to be the property owner; but if they are not the owner, they must provide a letter by the property owner.

Insurance Requirements

Certificate of Liability. A certificate of liability insurance or self-insured affidavit with the required liability limitations as required per Section 15.08.120G of the El Paso City Code. Liquor liability insurance will be required separately for requests to sell and serve alcoholic beverages on City right-of-way. Certificate of liability insurance must be in accordance with the State of Texas Certificate Law. City of El Paso must be listed as the "Certificate Holder" as well as "Additional Insured" under the descriptions section. In addition, coverage must meet the following limitations:

- \$1,000,000 in General Commercial Liability for Personal Injury/Death per Occurrence.
- \$2,000,000 in General Aggregate Coverage.
- \$1,000,000 in Property Damage
- \$5,000,000 if located within 50 feet of the streetcar

What construction is allowed?

A right-of-way café shall not be enclosed by permanent structures. See the Right-of-Way Café Design Guidelines for allowed structures.

What is the Fee for a Right-of-Way Café Permit?

The Right-of-Way Café permit fee follows the Schedule C fee list. This fee is due at the time the permit is issued, payable by cash, check (remit to the City of El Paso), money order or credit card (Visa, MasterCard, and Discover are accepted and subject to a 1.98% credit card fee). Please note these fees are non-refundable.

Instructions for Application Submittal

Applicants must submit a completed application online at <https://aca-prod.accela.com/ELPASO/Default.aspx>

A complete application must include the following documents to process the request for a Right-of-way Café Permit:

- **Review the Right-of-Way Café Design Guidelines**
- **Prepare:**
 - **Site Drawing:** A detailed site drawing is required at the time of submission. While drawings are not required to be professionally drawn, they must be legible, close to scale and provide sufficient detail to describe what your outdoor patio café will look like. See design manual for details.
 - **Proof of ownership** (warranty deed, title commitment, etc.)
 - **Photographs** of existing site prior to the café installation, along with photos of the adjacent street and sidewalk (see examples).
 - **Copy of State TABC license and must be current with City Alcohol License**
 - **Certificate of Liability Insurance**
 - **Traffic Control Plan** *only applicable for parking parklets.

Checklist for Submittal

Right-of-Way Café Checklist requirements:

- ☐ 1. Application for a permit shall be submitted electronically on a form prescribed by the permit official, which must be completed in accordance with the instructions provided on the application.
- ☐ 2. Proof of ownership (warranty deed, title commitment, etc.). If not the owner, a letter from the owner authorizing the request for a Right-of-Way Café.
- ☐ 3. One location map, accurately outlining the public rights-of-way or easement(s) upon which a temporary encroachment is proposed, see design manual for example.
- ☐ 4. Site Drawing. See design manual for example.
- ☐ 5. Photographs of existing site prior to the café installation, along with photos of the adjacent street and sidewalk. See design manual for example.
- ☐ 6. Certificate of Liability A certificate of liability insurance or self-insured affidavit with the required liability limitations as required per Section 15.08.120G of the El Paso City Code. Liquor liability insurance will be required separately for requests to sell and serve alcoholic beverages on City right-of-way. Certificate of liability insurance must be in accordance with the State of Texas Certificate Law. City of El Paso must be listed as the "Certificate Holder" as well as "Additional Insured" under the descriptions section. In addition, coverage must meet the following limitations:
 - \$1,000,000 in General Commercial Liability for Personal Injury/Death per Occurrence;
 - \$2,000,000 in General Aggregate Coverage;
 - \$1,000,000 in Property Damage
 - \$5,000,000 if located within 50 of the street car
- ☐ 7. Alcohol Beverage License – a copy of the current alcohol beverage license is required for applications requesting to sell and serve beverages containing alcohol within city right-of-way.
- ☐ 8. Traffic Control Plan – only required for Parking Parklet permits.
- ☐ 9. Upon review for completeness and acceptance of the application by the permit official, the applicant shall pay the established processing fee for the special privilege license or permit as prescribed in Schedule C. The processing fee is non-refundable.



Right-of-Way CAFE APPLICATION

PLANNING AND INSPECTIONS DEPARTMENT – RIGHT OF WAY DIVISION
CITY OF EL PASO 811 TEXAS AVE. EL PASO TEXAS 79901 (915) 212-0104

11/13/2023

Date:

1. Applicant Information

Applicant's Name: _____
Company/Business Name: _____
Business Address: _____
Mailing Address, City, State, Zip Code: _____
Phone: _____ Email: _____

2. Owner Information

Property Owner's Name: _____
Company/Business Name (if applicable): _____
Mailing Address, City, State, Zip Code: _____
Phone: _____ Email: _____

Note: The applicant does not have to be the property owner; but if they are not the owner, they must have a valid lease for the building and written permission by the property owner indicating authorization to obtain a right-of-way café permit.

4. Type of Closure

Sidewalk Café: ☐ Parking Parklet: ☐

3. Location

Address: _____
Legal Description: _____
Historic Designation ☐: Yes ☐No * City Representative District Number: Choose an item.

4. Days and Hours of Establishment Operation

Sunday:	Thursday:
Monday:	Friday:
Tuesday:	Saturday:
Wednesday:	

5. Alcoholic Beverages

Will alcohol beverages be served? ☐Yes ☐No

TABC Permit No. _____ City License No. _____

6. Permitted Items/Structures

Check off the type of item/structure proposed and the list the number. **Note: no permanent structures are allowed**

- ☐ Chairs # ____ ☐ Benches # ____
- ☐ Tables # ____ ☐ Umbrellas # ____
- ☐ Planters # ____ ☐ Awnings/Canopy # ____

7. Curbside Conflicts

Review your proposed site for evidence of any of the following curb conflicts. Indicate any potential conflicts observed.

- ☐ Fire Hydrant ☐ Fire Escapes ☐ Utility Easements
- ☐ Bus Stop/Transit Station ☐ Taxi Zones ☐ Meters
- ☐ Loading Zone ☐ Driveways ☐ Valves
- ☐ Manholes ☐ Light Fixtures ☐ Other: _____

Please note: If any curb conflicts exist, additional review may be required.

8. Historic Designation

Is the property located in a historic area? ☐ Yes ☐ No

Proposed outdoor patio cafés shall comply with any applicable historic district design standards and guidelines.

9. Description of Request

Please provide a description of your request and any additional information you feel is pertinent to consider during the application process.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Sidewalk Café

THIS AGREEMENT is entered into by and between the **City of El Paso**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as “the City,” and _____, owner, hereinafter referred to as “Grantee.”

In consideration of the promises and mutual considerations hereinafter set forth, the parties hereto agree as follows:

1. REPRESENTATIONS:

- A. Grantee has requested to install, maintain, use and repair a **sidewalk café** City of El Paso, El Paso County, Texas more commonly known as _____; and
- B. The City may grant a special privilege permit for use of the City right-of-way for a sidewalk café where a favorable recommendation is made regarding the request to install the outdoor patio café pursuant to the El Paso City Code 15.08.120.N. Any work done on a property with an “H” overlay or listed as a historic property must be reviewed by the Historic Preservation Office (HPO) and may require review from the Historic Landmark Commission (HLC).

2. DESCRIPTION. This Special Privilege Agreement (hereinafter the “Permit”) authorizes Grantee the right to encroach over portions of City right-of-way at _____ (hereinafter “Permit Area”) with an outdoor patio café (hereinafter “**sidewalk café**”) as shown in Exhibit “A” which is attached hereto and made a part hereof for all purposes.

3. TERM. The term of this Permit shall be for **2 years** from the date of execution of this Permit. The grantee may request to renew this permit by submitting a request in writing to the City at least (3) months prior to the expiration date of this Permit. This Permit shall expire without notice at the end of such expiration period unless a request for renewal is submitted in writing to the City by the Grantee as herein required. Grantee understands, agrees, and accepts that the City may require that the terms, conditions, and provisions of this be modified as a condition for renewing the grant of the encroachment upon or through City rights-of-way as permitted by this Permit.

4. CONSIDERATION. For consideration of the Permit, the grantee shall pay to the City a fee of ONE HUNDRED AND FIFTY-NINE AND 00/100 Dollars (\$159.00) per year for the use of City right-of-way. The annual fee shall remain the same for a period of one year from the effective date of the Permit. The City retains the right to increase or decrease the annual fee specified in this Permit during consideration of renewals.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this Permit. This Permit is granted on the condition that Grantee pays for all costs associated with the Structures, as well as all costs for the restoration of the Permit Area upon the termination of the Permit.

The annual consideration shall be paid 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. Subsequent annual considerations shall be due the first day of the month of the effective date of this Permit.

ADVANCE PAYMENT OPTION: Grantee may pay to the City the sum of _____ prior to the execution of this Permit. Said (_____) reflects a 3% discount of the total annual fees required for the entire term of the Permit. In the event of cancellation of this Permit by the City and/or the Grantee, the Grantee shall not be entitled to a refund of the consideration paid to the City.

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.

5. USE OF PROPERTY. This Permit is granted solely for the encroachment onto public right-of-way with the sidewalk café. Grantee shall not commence construction under this Permit until all applicable building permits have been issued by the City appropriate under the applicable City ordinances and the terms of this Permit. This Permit shall not be construed to waive any City or State permit requirements. Grantee shall be responsible for all maintenance of the sidewalk café.

- A. As an express condition of this Permit, and not as a mere covenant, Grantee agrees to restore the Premises to its original state upon removal of any of the encroachments stated herein.
- B. A copy of a license issued by the Texas Alcoholic Beverage Commission (TABC) is required for the sale and service of alcoholic beverages within the outdoor patio café

6. WORK DONE BY OTHERS 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.

A. 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 conduits, 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 City right-of-way occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described.

B. 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 Grantee's sidewalk café.

C. If the City requires Grantee to remove, alter, change, adapt, or conform its sidewalk café because of changes in the grade of the City right-of-way or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or conform its sidewalk café to enable any other entity or person, except the City, to use, or to use with greater convenience, the City right-of-way, Grantee shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee

for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of Grantee's sidewalk café; provided, however, the City shall not be responsible nor liable for such reimbursement.

7. IMPROPER USE. This Permit shall not permit or be construed to permit any other private use of the City's right-of-way which impairs its function as a right-of-way. Grantee shall not construct any additional improvements, or make any additions or alterations on or over the City right-of-way, without the prior written consent of the Planning and Inspections Director.

8. REPAIRS. Grantee shall keep the sidewalk café and Permit Area clean and in good repair during the term of this Permit. Grantee shall repair any damage to the sidewalk café and/or Permit Area regardless of the cause of such damage at Grantee's sole expense.

9. MAINTENANCE. Grantee shall maintain the sidewalk café and Permit Area in good condition, in a clean, orderly, and attractive condition for the duration of the Permit. Grantee shall be responsible for all maintenance of the sidewalk café and Permit Area.

10. INDEMNITY. As a condition of the Permit, the Grantee or its insurer shall **INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, its officers, agents, servants 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 shall promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. The Grantee shall 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 Grantee 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 on because of such injuries or damages. The Grantee shall pay all judgments in actions defended by the Grantee pursuant to this section along with all attorney's fees and costs incurred by the City including interest accruing to the date of the payment by the Grantee, and premiums on any appeal bonds. The City, at its election shall have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City shall not be responsible for any loss or of damage to the Grantee's property from any cause.

7. LIABILITY INSURANCE. Grantee shall provide a commercial general liability policy with a minimum 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.

A. Grantee shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and Grantee, his officers, agents, servants or employees. All policies shall name the City of El Paso, its officers, agents, servants, and employees as additional insureds to the full amount of the policy limits.

B. No Permit shall be granted by the Planning and Inspections Director until Grantee files a copy of the policy or certificate of liability insurance as herein set forth with the Planning and Inspections

Department and Financial Services Department. Such policy or certificate shall provide that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice as to non-payment of insurance policy premiums. Failure to keep the policy in full force and effect throughout the term of the Permit shall be grounds for cancellation of the Permit. Certificates of Insurance that state that the insurer shall endeavor to give notice and/or that there shall be no liability for the failure to give the notice required herein shall not meet the requirements of this section.

11. CANCELLATION. Should the City at any time or for any reason decide that the right-of-way onto which the sidewalk café is encroaching is needed for public use, the City may upon thirty (30) calendar days written notice, cancel this Permit at no cost to the City and may take possession of the public right-of-way. All rights of the Grantee in the Permit Area shall then be terminated. Grantee may cancel this Permit, for any reason, upon thirty (30) calendar days prior written notice to the City, and all rights of the Grantee shall then be terminated. In addition, if, for a period of six (6) months, Grantee shall cease to use or occupy the property for the purposes herein contemplated, or if Grantee defaults in any of his obligations under this Permit and fail to correct such defaults within fifteen (15) calendar days after written notice to do so; the City may cancel this Permit and take possession. All rights of the Grantee on the City right-of-way shall then terminate.

A. Any waiver by the City of any breach of any of Grantee's obligations shall not be deemed a continuing waiver, and shall not prevent the City from exercising any remedy it may have for any succeeding breach of the same or another obligation of the Grantee.

B. Upon termination of this Permit for whatever reason, the encroaching sidewalk café shall become the property of the City and shall, at the option of the City, be removed by the Grantee without cost to the City.

12. 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 property that arises or is alleged to have arisen from Grantee's use of the Premises.

13. ASSIGNMENT. Grantee shall not assign this Permit without the prior written consent of the City Manager or designee.

14. MISCELLANEOUS.

A. RIGHT OF ENTRY AND INSPECTION: The City's authorized representative shall have the right to enter the Permit Area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this Permit.

B. LAWS AND ORDINANCES: Grantee shall comply with all statutes, laws, codes and ordinances applicable to Grantee's construction and maintenance of the sidewalk café, as well as Grantee's use of the Premises, except as specifically provided by the grant of this Permit. This Permit shall not grant permission for Grantee to erect the sidewalk café without first having obtained any required building permits from the City. In addition, Grantee shall obtain any and all other required permits and inspections and shall pay the necessary permit fees.

C. SUCCESSORS AND ASSIGNS: All of the terms, provisions, covenants, and conditions of this Permit inure solely to the benefit the Grantee and City and shall not be a benefit for the successors and assigns of Grantee. This permit shall not be construed as a covenant running with the Permitted Area or the Premises or any other real property leased by Grantee or any other entity. Any assignee

or sub grantee of the Permit shall not be entitled to operate under the provisions of this Permit without the express consent of the Planning and Inspections Director.

D. NOTICES: A copy of the agreement shall be provided to the applicant and Financial Services Department. All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City of El Paso

Attn: Planning and Inspections Department
811 Texas Avenue
El Paso, Texas 79901

with a copy to:

City of El Paso
Attn: Financial Services Department
Financial Accounting & Reporting
300 North Campbell
El Paso, Texas 79901-1196

and:

Or to such other address as the parties may designate to each other from time to time.

E. 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.

F. SEVERABILITY: Every provision of this Permit 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 the Permit.

G. LAWS GOVERNING: The laws of the State of Texas shall govern the validity, performances, and enforcement of this Permit and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

15. RESTRICTIONS AND RESERVATIONS. This Permit 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 Permit, 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 Permit Area, Grantee shall have the right to terminate this Permit upon giving the City prior written notice of its intention to do so.

16. NO WAIVER. Any waiver by the City of any breach of any of Grantee's obligations shall not be deemed a continuing waiver, and shall not prevent the City from exercising any remedy it may have for any succeeding breach of the same or another obligation of the Grantee.

17. WARRANTY OF CAPACITY TO EXECUTE CONTRACT. If Grantee accepts the terms and conditions of this License, each of the persons accepting on behalf of such Grantee warrant to the City that the corporate Grantee is a duly authorized and existing corporation, that the corporate Grantee is qualified to do business in the State of Texas, that the corporate Grantee has full right and authority to accept the terms

and conditions of this License and each and every person signing on behalf of the corporate Grantee is authorized to do so. Upon the City’s request, the corporate Grantee will provide evidence satisfactory to the City confirming these representations.

18. EFFECTIVE DATE. This Permit shall not take effect unless Grantee files its written acceptance with the Planning and Inspections Department, pays the consideration of the Permit and provides the certificate of insurance. This contract is effective as of the last date of entered below.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

APPROVED this ____ day of _____, 2023.

GRANTEE:

Applicant Signature

Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2023,
by _____, as _____, on behalf of _____ as Grantee.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT A

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Parking Parklet

THIS AGREEMENT is entered into by and between the **City of El Paso**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as “the City,” and _____, owner, hereinafter referred to as “Grantee.”

In consideration of the promises and mutual considerations hereinafter set forth, the parties hereto agree as follows:

1. REPRESENTATIONS:

- A. Grantee has requested to install, maintain, use and repair a **Parking Parklet** City of El Paso, El Paso County, Texas more commonly known as _____; and
- B. The City may grant a special privilege permit for use of the City right-of-way for a parking parklet where a favorable recommendation is made regarding the request to install the outdoor patio café pursuant to the El Paso City Code 15.08.120.N.

2. DESCRIPTION. This Special Privilege Agreement (hereinafter the “Permit”) authorizes Grantee the right to encroach over portions of City right-of-way at _____ (hereinafter “Permit Area”) with an outdoor patio café (hereinafter “**parking parklet** as shown in Exhibit “A” which is attached hereto and made a part hereof for all purposes.

3. TERM. The term of this Permit shall be for **2 years** from the date of execution of this Permit. The grantee may request to renew this permit by submitting a request in writing to the City at least (3) months prior to the expiration date of this Permit. This Permit shall expire without notice at the end of such expiration period unless a request for renewal is submitted in writing to the City by the Grantee as herein required. Grantee understands, agrees, and accepts that the City may require that the terms, conditions, and provisions of this be modified as a condition for renewing the grant of the encroachment upon or through City rights-of-way as permitted by this Permit.

4. CONSIDERATION. For consideration of the Permit, the grantee shall pay to the City a fee of TWO THOUSAND 00/100 Dollars (\$2,000.00) per year per parking space, for the use of City right-of-way. The annual fee shall remain the same for a period of one year from the effective date of the Permit. The City retains the right to increase or decrease the annual fee specified in this Permit during consideration of renewals.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this Permit. This Permit is granted on the condition that Grantee pays for all costs associated with the Structures, as well as all costs for the restoration of the Permit Area upon the termination of the Permit.

The annual consideration shall be paid 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. Subsequent annual considerations shall be due the first day of the month of the effective date of this Permit.

ADVANCE PAYMENT OPTION: Grantee may pay to the City the sum of _____ prior to the execution of this Permit. Said (_____) reflects a 3%

discount of the total annual fees required for the entire term of the Permit. In the event of cancellation of this Permit by the City and/or the Grantee, the Grantee shall not be entitled to a refund of the consideration paid to the City.

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.

5. USE OF PROPERTY. This Permit is granted solely for the encroachment onto public right-of-way with the **parking parklet**. Grantee shall not commence construction under this Permit until all applicable building permits have been issued by the City appropriate under the applicable City ordinances and the terms of this Permit. This Permit shall not be construed to waive any City or State permit requirements. Grantee shall be responsible for all maintenance of the **parking parklet**

- A. As an express condition of this Permit, and not as a mere covenant, Grantee agrees to restore the Premises to its original state upon removal of any of the encroachments stated herein.
- B. A copy of a license issued by the Texas Alcoholic Beverage Commission (TABC) is required for the sale and service of alcoholic beverages within the outdoor patio café

6. WORK DONE BY OTHERS 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.

A. 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 conduits, 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 City right-of-way occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described.

B. 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 Grantee's **parking parklet**

C. If the City requires Grantee to remove, alter, change, adapt, or conform its **parking parklet** because of changes in the grade of the City right-of-way or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or conform its **parking parklet** to enable any other entity or person, except the City, to use, or to use with greater convenience, the City right-of-way, Grantee shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of Grantee's **parking parklet**; provided, however, the City shall not be responsible nor liable for such reimbursement.

7. **IMPROPER USE.** This Permit shall not permit or be construed to permit any other private use of the City's right-of-way which impairs its function as a right-of-way. Grantee shall not construct any additional improvements, or make any additions or alterations on or over the City right-of-way, without the prior written consent of the Planning and Inspections Director.

8. **REPAIRS.** Grantee shall keep the **parking parklet** and Permit Area clean and in good repair during the term of this Permit. Grantee shall repair any damage to the **parking parklet** and/or Permit Area regardless of the cause of such damage at Grantee's sole expense.

9. **MAINTENANCE.** Grantee shall maintain the **parking parklet** and Permit Area in good condition, in a clean, orderly, and attractive condition for the duration of the Permit. Grantee shall be responsible for all maintenance of the **parking parklet** and Permit Area.

10. **INDEMNITY.** As a condition of the Permit, the Grantee or its insurer shall **INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, its officers, agents, servants 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 shall promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. The Grantee shall 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 Grantee 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 on because of such injuries or damages. The Grantee shall pay all judgments in actions defended by the Grantee pursuant to this section along with all attorney's fees and costs incurred by the City including interest accruing to the date of the payment by the Grantee, and premiums on any appeal bonds. The City, at its election shall have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City shall not be responsible for any loss or of damage to the Grantee's property from any cause.

7. **LIABILITY INSURANCE.** Grantee shall provide a commercial general liability policy with a minimum 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.

A. Grantee shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and Grantee, his officers, agents, servants or employees. All policies shall name the City of El Paso, its officers, agents, servants, and employees as additional insureds to the full amount of the policy limits.

B. No Permit shall be granted by the Planning and Inspections Director until Grantee files a copy of the policy or certificate of liability insurance as herein set forth with the Planning and Inspections Department and Financial Services Department. Such policy or certificate shall provide that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice as to non-payment of insurance policy premiums. Failure to keep the policy in full force and effect throughout the term of the Permit shall be grounds for

cancellation of the Permit. Certificates of Insurance that state that the insurer shall endeavor to give notice and/or that there shall be no liability for the failure to give the notice required herein shall not meet the requirements of this section.

11. CANCELLATION. Should the City at any time or for any reason decide that the right-of-way onto which the **parking parklet** is encroaching is needed for public use, the City may upon thirty (30) calendar days written notice, cancel this Permit at no cost to the City and may take possession of the public right-of-way. All rights of the Grantee in the Permit Area shall then be terminated. Grantee may cancel this Permit, for any reason, upon thirty (30) calendar days prior written notice to the City, and all rights of the Grantee shall then be terminated. In addition, if, for a period of six (6) months, Grantee shall cease to use or occupy the property for the purposes herein contemplated, or if Grantee defaults in any of his obligations under this Permit and fail to correct such defaults within fifteen (15) calendar days after written notice to do so; the City may cancel this Permit and take possession. All rights of the Grantee on the City right-of-way shall then terminate.

A. Any waiver by the City of any breach of any of Grantee's obligations shall not be deemed a continuing waiver, and shall not prevent the City from exercising any remedy it may have for any succeeding breach of the same or another obligation of the Grantee.

B. Upon termination of this Permit for whatever reason, the encroaching **parking parklet** shall become the property of the City and shall, at the option of the City, be removed by the Grantee without cost to the City.

12. 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 property that arises or is alleged to have arisen from Grantee's use of the Premises.

13. ASSIGNMENT. Grantee shall not assign this Permit without the prior written consent of the City Manager or designee.

14. MISCELLANEOUS.

A. RIGHT OF ENTRY AND INSPECTION: The City's authorized representative shall have the right to enter the Permit Area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this Permit.

B. LAWS AND ORDINANCES: Grantee shall comply with all statutes, laws, codes and ordinances applicable to Grantee's construction and maintenance of the **parking parklet**, as well as Grantee's use of the Premises, except as specifically provided by the grant of this Permit. This Permit shall not grant permission for Grantee to erect the **parking parklet** without first having obtained any required building permits from the City. In addition, Grantee shall obtain any and all other required permits and inspections and shall pay the necessary permit fees.

C. SUCCESSORS AND ASSIGNS: All of the terms, provisions, covenants, and conditions of this Permit inure solely to the benefit the Grantee and City and shall not be a benefit for the successors and assigns of Grantee. This permit shall not be construed as a covenant running with the Permitted Area or the Premises or any other real property leased by Grantee or any other entity. Any assignee or sub grantee of the Permit shall not be entitled to operate under the provisions of this Permit without the express consent of the Planning and Inspections Director.

D. NOTICES: A copy of the agreement shall be provided to the applicant and Financial Services Department. All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City of El Paso

Attn: Planning and Inspections Department
811 Texas Avenue
El Paso, Texas 79901

with a copy to:

City of El Paso
Attn: Financial Services Department
Financial Accounting & Reporting
300 North Campbell
El Paso, Texas 79901-1196

and:

Or to such other address as the parties may designate to each other from time to time.

E. 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.

F. SEVERABILITY: Every provision of this Permit 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 the Permit.

G. LAWS GOVERNING: The laws of the State of Texas shall govern the validity, performances, and enforcement of this Permit and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

15. RESTRICTIONS AND RESERVATIONS. This Permit 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 Permit, 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 Permit Area, Grantee shall have the right to terminate this Permit upon giving the City prior written notice of its intention to do so.

16. NO WAIVER. Any waiver by the City of any breach of any of Grantee's obligations shall not be deemed a continuing waiver, and shall not prevent the City from exercising any remedy it may have for any succeeding breach of the same or another obligation of the Grantee.

17. WARRANTY OF CAPACITY TO EXECUTE CONTRACT. If Grantee accepts the terms and conditions of this License, each of the persons accepting on behalf of such Grantee warrant to the City that the corporate Grantee is a duly authorized and existing corporation, that the corporate Grantee is qualified to do business in the State of Texas, that the corporate Grantee has full right and authority to accept the terms and conditions of this License and each and every person signing on behalf of the corporate Grantee is authorized to do so. Upon the City's request, the corporate Grantee will provide evidence satisfactory to the City confirming these representations.

18. **EFFECTIVE DATE.** This Permit shall not take effect unless Grantee files its written acceptance with the Planning and Inspections Department, pays the consideration of the Permit and provides the certificate of insurance. This contract is effective as of the last date of entered below.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

APPROVED this ____ day of _____, 2023.

GRANTEE:

Applicant Signature

Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2023,
by _____, as _____, on behalf of _____ as Grantee.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT A



Legislation Text

File #: 24-499, 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

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.

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

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

AGENDA DATE: April 9, 2024
PUBLIC HEARING: April 23, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212-0094

DISTRICT(S) AFFECTED: 8

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

SUBJECT:

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

BACKGROUND / DISCUSSION:

The proposed amendment would update the Project and Financing Plan for Tax Increment Reinvestment Zone #5 (TIRZ #5). The Plan is the governing document for TIRZ #5. The previous Plan was adopted on February 12, 2009 and has been amended piecemeal in the years since. The revised Plan aligns with the recommendations and priorities of the recently adopted Downtown, Uptown, and Surrounding Neighborhoods Plan. It also updates the projections for the tax increment fund and the allowable project cost categories.

PRIOR COUNCIL ACTION:

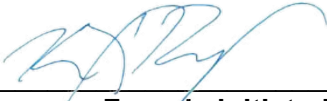
On February 12, 2009, City Council approved the TIRZ #5 Final Project and Financing Plan.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, APPROVING AMENDMENT NUMBER TWENTY-THREE TO THE PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS, AMENDING THE PLAN TO UPDATE THE PROJECTED TAX INCREMENT REINVESTMENT ZONE REVENUE AND ESTABLISHING PROJECT COST CATEGORIES

WHEREAS, by the City of El Paso Ordinance No. 016528, adopted December 19, 2006, the City Council created Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas (the “Zone”), establishing the boundaries of the Zone as described therein, pursuant to the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code (as amended, the “Act”); and later amended by Ordinances No. 016803 and 016804 on December 18, 2007, by Ordinance No. 017821 on July 17, 2012, and by Ordinance No. 018049 on July 30, 2013; and

WHEREAS, by City of El Paso Ordinance No. 017081, adopted March 10, 2009, the City Council approved and adopted the Project Plan and Reinvestment Zone Financing Plan for the Zone, pursuant to Section 311.011(d) of the Act after their adoption by the Board of Directors (the “Board”) of the Zone; later amended on: April 7, 2009 by Ordinance No. 017102; November 17, 2009 by Ordinance No. 017239; December 22, 2009 by Ordinance No. 017258; November 8, 2011 by Ordinance No. 017674; May 15, 2012 by Ordinance No. 017788; July 17, 2012 by Ordinance No. 017821; August 28, 2012 by Ordinance No. 017861; July 30, 2013 by Ordinance No. 018049; March 4, 2014 by Ordinance No. 018132; January 6, 2015 by Ordinance No. 018302; September 6, 2016 by Ordinance No. 018566; October 4, 2016 by Ordinance No. 018578; March 21, 2017 by Ordinance No. 018645; June 13, 2017 by Ordinance No. 018689; February 20, 2018 by Ordinance No. 018756; July 9, 2019 by Ordinance No. 018940; February 4, 2020 by Ordinance No. 019021; October 27, 2020 by Ordinance No. 019110; and on March 16, 2021 by this Ordinance No. 019152; and on August 3, 2021 by this Ordinance No. 019211; and on January 4, 2022 by this Ordinance No. 019280 ; and on March 28, 2023 by this Ordinance No. 019449; and;

WHEREAS, on July 5, 2023 the City Council adopted the “Downtown, Uptown, and Surrounding Neighborhoods Plan” (the “Plan”) as the master plan and guiding document for the Downtown, Uptown, and Surrounding Neighborhoods planning area which overlaps with the Zone; and,

WHEREAS, the Board supports the City in development activities for the Zone and actively participates in planning and identifying potential projects within the Zone that are consistent with and implement the Zone’s Project Plan; and

ORDINANCE NO. _____

TIRZ 5 PFP Amendment
23-330-TRAN-505920-23RD Amendment-JSG

WHEREAS, on July 12, 2023, the Board recommended approval of an amendment to the Zone's Project Plan and Reinvestment Zone Plan that updates the Tax Increment Reinvestment Zone revenue projections to account for projected catalyst developments and future growth for the remainder of the term and establishes project categories and total costs per Chapter 311 of the Texas Tax Code; and

WHEREAS, the proposed amendment is consistent with the other City of El Paso Tax Increment Financing Districts created that allow expenditures from the Zone through approval by the Board and final approval by City Council and do not require individual amendments to the Zone's Project Plan and Reinvestment Zone Plan Ordinance for expenditures; and

WHEREAS, pursuant to Section 311.011(e) of the Act, the Board may adopt amendments to the plans consistent with the requirements and limitations of the Act, which become effective when approved by the governing body of the municipality by a duly authorized ordinance; and

WHEREAS, the City desires to amend the Zone's Project Plan and Reinvestment Zone Financing Plan as approved by the Board, in support of community revitalization and economic development within the Zone; and

WHEREAS, it is found that inclusion of the aforementioned amendment and projects contained therein are economically feasible; and

WHEREAS, it is further found and determined that the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and subject of said meeting was given all as required by Chapter 551, Texas Government Code; and

WHEREAS, the City Council, as the governing body of the City, approves the amendment to the Zone's Project Plan and Reinvestment Zone Financing Plan, as evidenced by this Ordinance;

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

SECTION 1. Except as amended herein and by properly adopted prior amendments, Ordinance 016528 shall remain in full force and effect.

SECTION 2. The amended Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, attached hereto as Exhibit A, is hereby determined to be feasible and in conformity with the City's comprehensive plan and said amendments are hereby approved.

ORDINANCE NO. _____

SECTION 3. The statements set forth in the recitals of this Ordinance are declared to be true and correct and are incorporated as part of this Ordinance.

SECTION 4. The provisions of this Ordinance are severable. If any provision of this Ordinance or the application thereof to any circumstances shall be held to be invalid or unconstitutional, the remainder of this Ordinance shall nevertheless be valid.

ADOPTED this _____ day of _____, 2024


CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Interim Director
Economic & International Development

ORDINANCE NO. _____

TIRZ 5 PFP Amendment
23-330-TRAN-505920-23RD Amendment-JSG

EXHIBIT A

Amended Project Plan and Reinvestment Zone Financing Plan
for Tax Increment Reinvestment Zone Number Five
of the City of El Paso, Texas

ORDINANCE NO. _____

TIRZ 5 PFP Amendment
23-330-TRAN-505920-23RD Amendment-JSG

Tax Increment Reinvestment Zone #5

City of El Paso, Texas

AMENDED PROJECT AND FINANCING PLAN
JANUARY 2024



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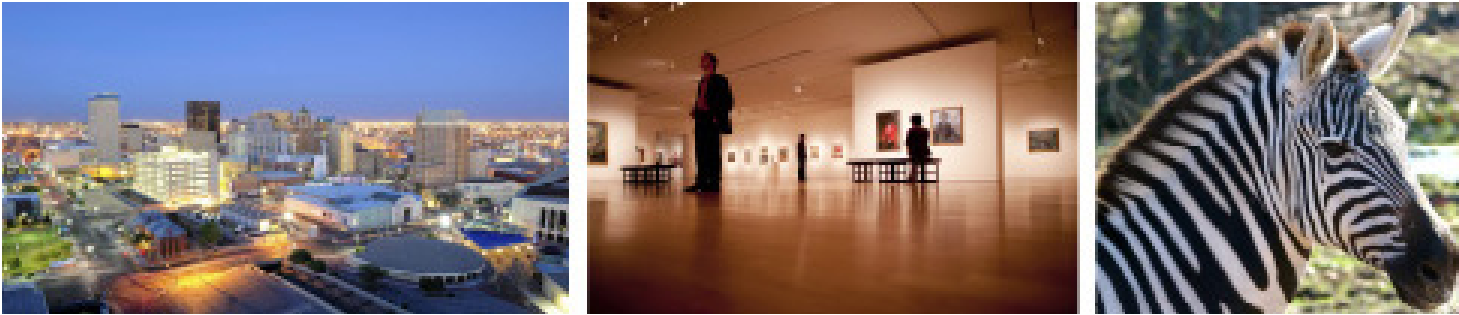
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DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



El Paso is the largest metro area along the Texas-Mexico border which boasts a best-in-class, business friendly operating environment while also offering a great living experience. The region represents one of the largest manufacturing centers in North America and is recognized as globally competitive. This is largely due to El Paso’s unique quality of possessing the largest bilingual and bi-cultural workforce in the Western Hemisphere.

As the sixth-largest city in Texas, El Paso is a top 20% U.S. performing economy and continues to experience positive economic growth by attracting new businesses and helping existing companies to grow. The City’s focus is to create new employment opportunities in 21st century industries, maintain a great quality of life, and facilitate business growth at the local and international levels.



Tax Increment Reinvestment Zone #5, City of El Paso

Tax Increment Reinvestment Zone #5 (TIRZ) was created on December 19, 2006 by Ordinance No. 016528, approved by the City Council of the City of El Paso, Texas. The TIRZ was later amended by Ordinances No. 016803 and 016804 on December 18, 2007, by Ordinance No. 017821 on July 17, 2012, and by Ordinance No. 018049 on July 30, 2013. The goal of TIRZ #5 is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ #5 will promote the development of new construction within the boundaries of the TIRZ.

The amended project and financing plan outlines the funding of \$46,424,698 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions.

Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



 - TIRZ Boundary

TIRZ Boundary

Boundary Description

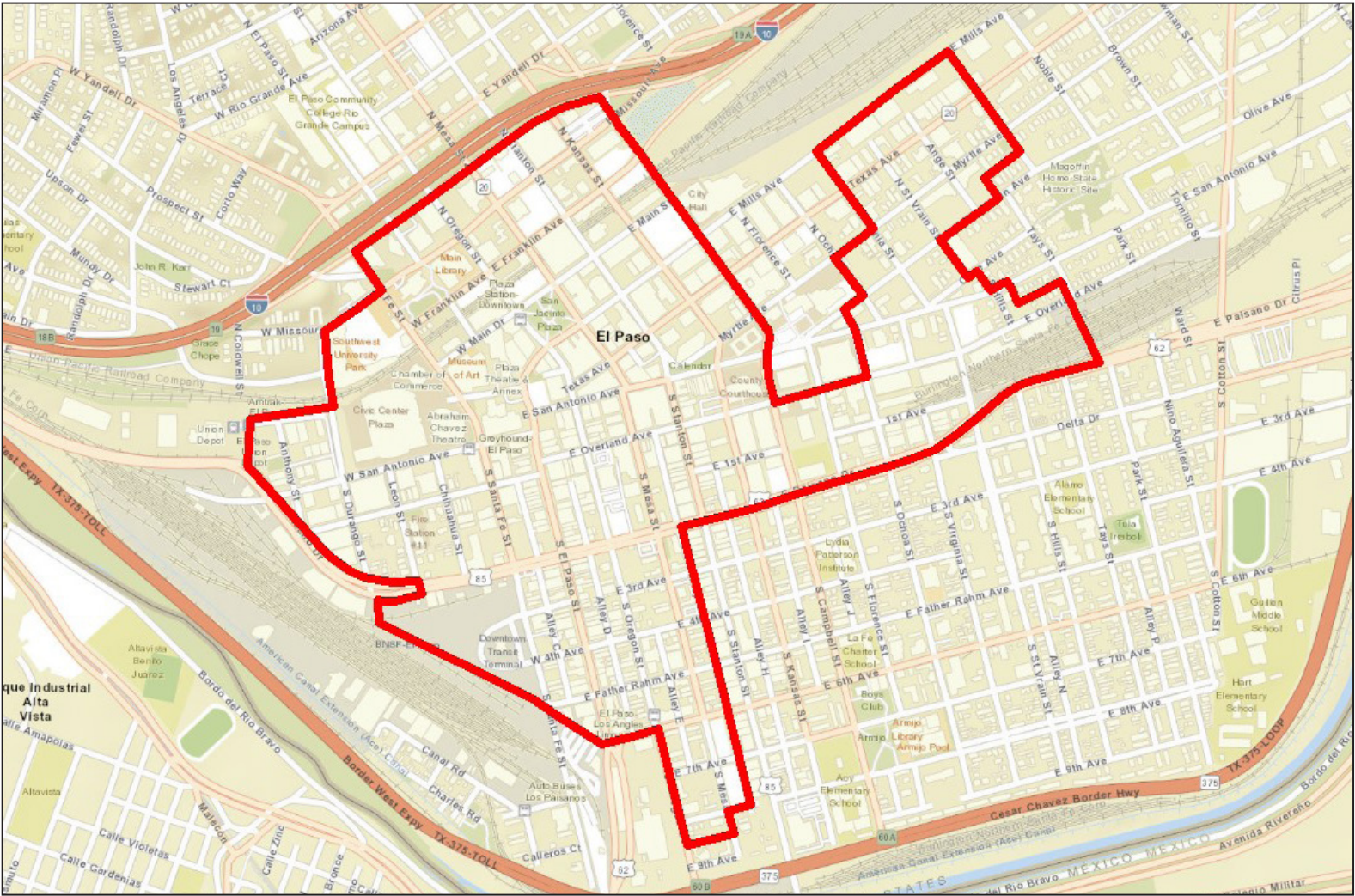
TIRZ #5 is approximately 306 acres located wholly within the city limits of the City of El Paso. When the TIRZ was created on December 19, 2006 by Ordinance No. 016528, it consisted of approximately 188.42 acres.

The TIRZ was later amended by Ordinances No. 016803 on December 18, 2007, which expanded the TIRZ by approximately 0.584 acres.

The TIRZ was also amended by Ordinances No. 016804 on December 18, 2007, which expanded the TIRZ by approximately 99.281 acres.

The TIRZ was later amended by Ordinance No. 017821 on July 17, 2012, which expanded the TIRZ by approximately 9.45 acres.

The TIRZ was later amended by Ordinance No. 018049 on July 30, 2013. which expanded the TIRZ by approximately 8.4 acres.



 - TIRZ Boundary

Original Boundaries per Ordinance 016528 (2006):

Beginning at the northernmost portion of the Downtown El Paso Redevelopment Plan TIRZ which is the northeast corner of the proposed eastern extension of E. Mills Avenue and Octavia Street following the east edge of Octavia Street south to northwest corner of the alley between Myrtle Avenue and Magoffin Avenue; then west following the south edge of the alley to N. Ange Street; then south following the east edge of Ange Street to the southern edge of Magoffin Avenue; then west following the southern edge of Magoffin Avenue to the southeast corner of Magoffin Avenue and Saint Vrain Street then south following the eastern edge of Saint Vrain Street; to the northeast corner of Saint Vrain Street and Olive Avenue; then south crossing Olive Avenue to the northeast corner of Parcel 128; then east following the northern edge of E. San Antonio Avenue to the eastern extension S. Hills Street; then south following the eastern edge of S. Hills Street to the northeast corner of the alley between E. San Antonio Avenue and E. Overland Avenue; then east following the north edge of the alley and crossing N. Tays Street to the northeast corner of the alley between E. San Antonio Avenue and E. Overland Avenue; then south across E. Overland Avenue and following the eastern boundary of Parcel 477 (identified as railroad property) continuing south to the southern edge of E. Paisano Drive; then west following the southern edge of E. Paisano Drive to the southeast corner of the alley between S. Mesa Street and S. Stanton Street; then south following the eastern edge of the alley south to the southern edge of E. Eighth Avenue; then west to the southeast corner of E. Eighth Avenue and S. Mesa Street; then south to an extension of the south boundary of Parcel 419, (El Paso CAD# C05099904601900); then west following the southern boundary of Parcel 419, crossing the alley between S. Mesa Street and S. Oregon Street and continuing west on the southern edge of Parcel 416 (El Paso CAD # C05099904603700), Parcel 417 (El Paso CAD # C05099904604300) and Parcel 418 (El Paso CAD # C05099904605000); then continuing west to the western edge of S. Oregon Street; then following the western edge of S. Oregon Street north to the southwest corner of S. Oregon Street and E. Sixth Avenue; then west following the southern edge of E Sixth Avenue to the intersection of a line extending the western edge of the alley between S. Oregon Street and S. El Paso Street; then north on the western edge of the alley between S. Oregon Street and S. El Paso Street to the southern edge of E. Paisano Drive; then following the southern edge of E. Paisano Drive west to the southeast corner of E. Paisano Drive and S Santa Fe Street; then south on the eastern edge of S. Santa Fe Street to the northeast corner of S. Santa Fe Street and E. Father Rahm Avenue; then crossing S. Santa Fe Street to the south corner of Parcel 455 (El Paso CAD # C05099912000100); then following the western boundaries of parcel 455, Parcel 458 (El Paso CAD # C05099913109000), Parcel 457 (El Paso CAD # X47099900002500), Parcel 464 (El Paso CAD # C05099913000100) and Parcel 463 (El Paso CAD # X45099900005101) northwest to the southern edge of W. Paisano Drive; then north crossing to the northern edge of W. Paisano Drive then east following the northern edge of W Paisano Drive to the northwest corner of W. Paisano Drive and S. Leon Street; then north following the western edge of S. Leon Street to the southwest corner of S. Leon Street and W. San Antonio Avenue; then west following the south edge of W. San Antonio Avenue to the southwest corner of W. San Antonio Avenue and S. Durango Street; then north following the west edge of S. Durango Street north and northeast to an intersection of the northernmost corner of Parcel 468 (El Paso CAD# S636999000B2000 the City Civic Center); then following the northeastern boundary of Parcel 468 south and east to N. Santa Fe Street then crossing N. Santa Fe Street to the east edge of N. Santa Fe Street; then following the east edge of N. Santa Fe Street south to the northeast corner of N. Santa Fe Street and W. San Antonio Avenue; then east to the western edge of S. El Paso Street; then south following the east edge of S. El Paso Street to the northeast corner of S. El Paso Street and E. Overland Avenue; then east following the northern edge of E. Overland Avenue to the northwest corner of E. Overland Avenue and S. Ochoa Street; then north following the west edge of N. Ochoa Street to southwest corner of S. Ochoa Street and E. San Antonio Avenue; then crossing E. San Antonio Avenue to the western edge of the alley between N. Ochoa Street and N. Florence Street;

then north following the western edge of the alley and crossing Magoffin Avenue to the south edge of Magoffin Avenue; then east to the northwest corner of Magoffin Avenue and N. Ochoa Street; then north following the western edge of N. Ochoa Street to the northwest corner of N. Ochoa Street and Myrtle Avenue; then east following the northern edge of Myrtle Avenue to the northeast corner of N. Virginia Street and Myrtle Avenue; then north following the west edge of N. Virginia Street to the northwest corner of N. Virginia Street and E. Mills Avenue; then east following the northern edge of the proposed E Mills Avenue extension to the point of beginning, containing approximately 188.42 acres.

Expansion per Ordinance 016803 (2007):

A parcel of land consisting of 0.584 acres, beginning at the northeast corner of Lot 20-21 , Block 1, Franklin Addition, thence a distance of 165 feet south and east to the centerline of Magoffin Avenue, thence a distance of 160 feet southwest to the centerline intersection of Magoffin A venue and Ange Street, thence a distance of 165 feet north and west to a point 10 feet south of the centerline of the alley between Magoffin Avenue and Myrtle avenue, thence 165 feet to the point of beginning, and containing Lots 17- 19 and 20-21 , Block 1, Franklin Addition and also known as 1001 and 1009 Magoffin A venue .

Expansion per Ordinance 016804 (2007):

Parcel 1 consisting of 1.134 acres and containing Lots 1-12 and 39-40 and a portion of the closed street and alley of Stevens Addition and also known as 505 N. Santa Fe Street; and

Parcel 2 consisting of 98.147 acres, beginning at the center line intersection of Santa Fe Street and Wyoming A venue, thence northeast a distance of 1,996 feet to the center line intersection of Missouri A venue and Campbell Street, thence southeast a distance of 1,979 feet to the center line intersection of Campbell Street and San Antonio Street, thence south a distance of 289 feet to the centerline intersection of Campbell Street and Overland Street, thence 1,324 feet in an easterly direction to the centerline monument located at the intersection of Overland Street and El Paso Street, thence a distance of 213 feet in a northwesterly direction to the centerline intersection of El Paso Street and San Antonio Street, thence 355 feet in a westerly direction to the centerline intersection of San Antonio Street and Santa Fe Street, thence a distance of 1,599 feet in a northerly direction to the city monument located 10 feet northeast of the center line intersection of Santa Fe Street and Wyoming Avenue, the point of beginning and containing the following Blocks: Block 19 Mills Addition; Block 7 Hart Addition; Blocks 21, 22 and 23 Mills Addition; Block 231 Campbell Addition; Blocks 18, 1, 2, 8, 9, and 43 Mills Addition; Blocks 17, 3, 10, 42 Mills Addition; Blocks 16, 6, 5, 5 ½, 12, 39 and 40 Mills Addition; Block 44 Mills Addition; Blocks 14, 13, 24, and 38 Mills Addition; Block 209 Campbell Addition; Blocks 1 and 5, Satterthwaite; Block Q, Satterthwaite; Block 17 Hart Addition; and Blocks 245, 246 and 24 7 Campbell Addition.

Expansion per Ordinance 017821 (2012):

A parcel of land consisting of 9.45 acres and containing all of Blocks 7, 46, and 51, Mills Addition, and all of Blocks 152, 160, 161, 169, 170, and 171 Campbell Addition.

Expansion per Ordinance 018049 (2013):

From the intersection of Paisano Drive and Santa Fe Avenue, south on Santa Fe to the Santa Fe Railroad train yard; southeasterly on a line between the edge of the buildings on east side of Santa Fe Avenue and the adjacent parking lot to the intersection of Sixth Street; east on Sixth Street to the alley between El Paso Street and Oregon Street; north along the alley to Paisano Drive; and west on Paisano to Santa Fe Avenue, containing approximately 8.4 acres.

Current Conditions

Land Use

The vast majority of the land within the zone is developed with commercial uses, with much of the property well positioned for redevelopment.

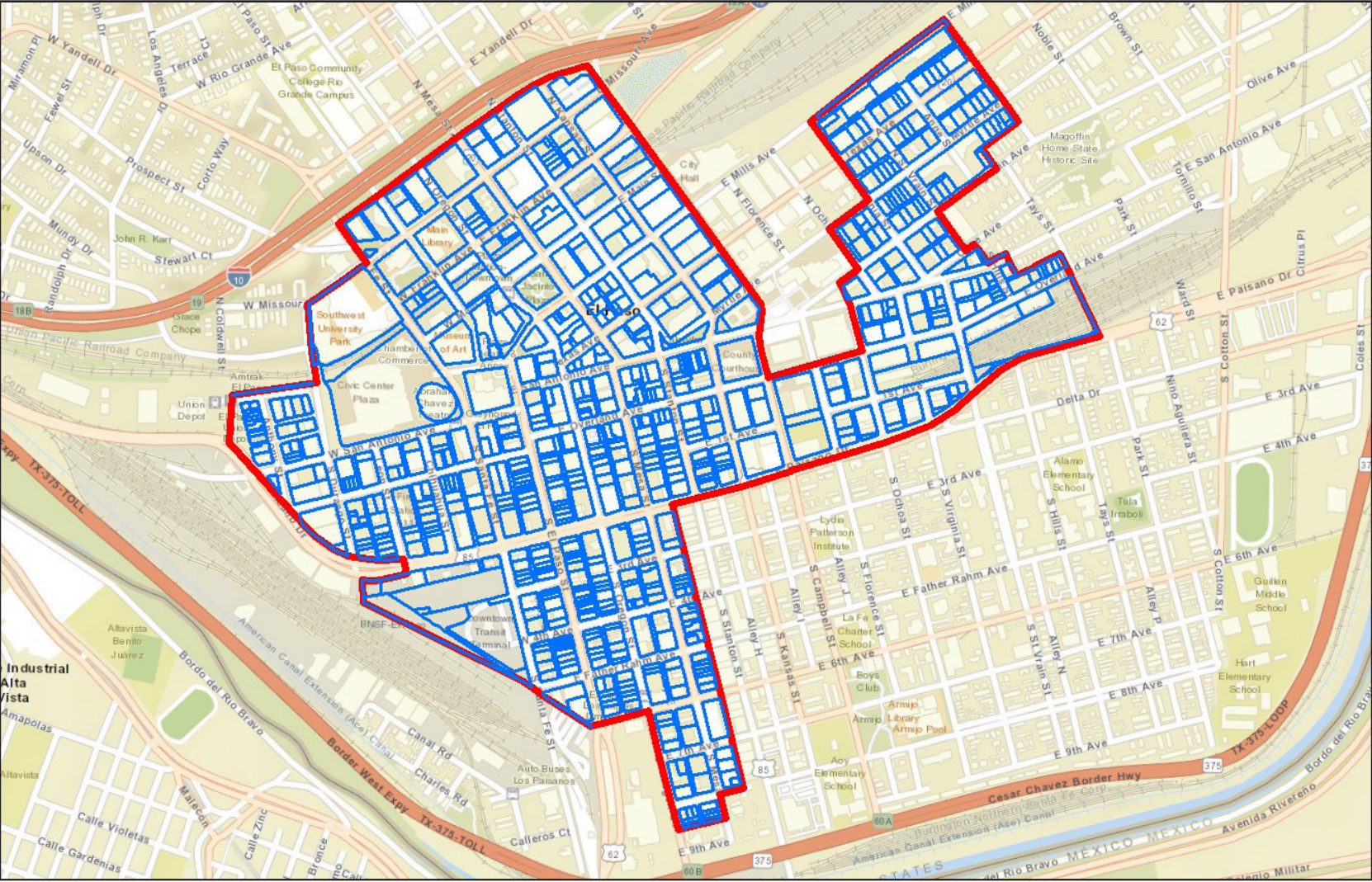
Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership Information

There are currently 680 parcels within Tax Increment Reinvestment Zone #5, some of which are tax exempt, including parcels owned by the City of El Paso. It is the City’s desire to have the land developed, facilitated by a direct transfer agreement between the City and a private entity, pursuant to Chapter 272 of the Local Government Code. The estimated 2022 taxable value of the property within the TIRZ is \$326,128,178. The original boundaries of TIRZ #5 have a 2006 base year. As the TIRZ was expanded, the base years for the expanded areas was the year in which it was added to the TIRZ (2007, 2012, and 2013). The combined base value is \$209,228,387. The 2023 taxable values will need to be verified with the El Paso Central Appraisal District.

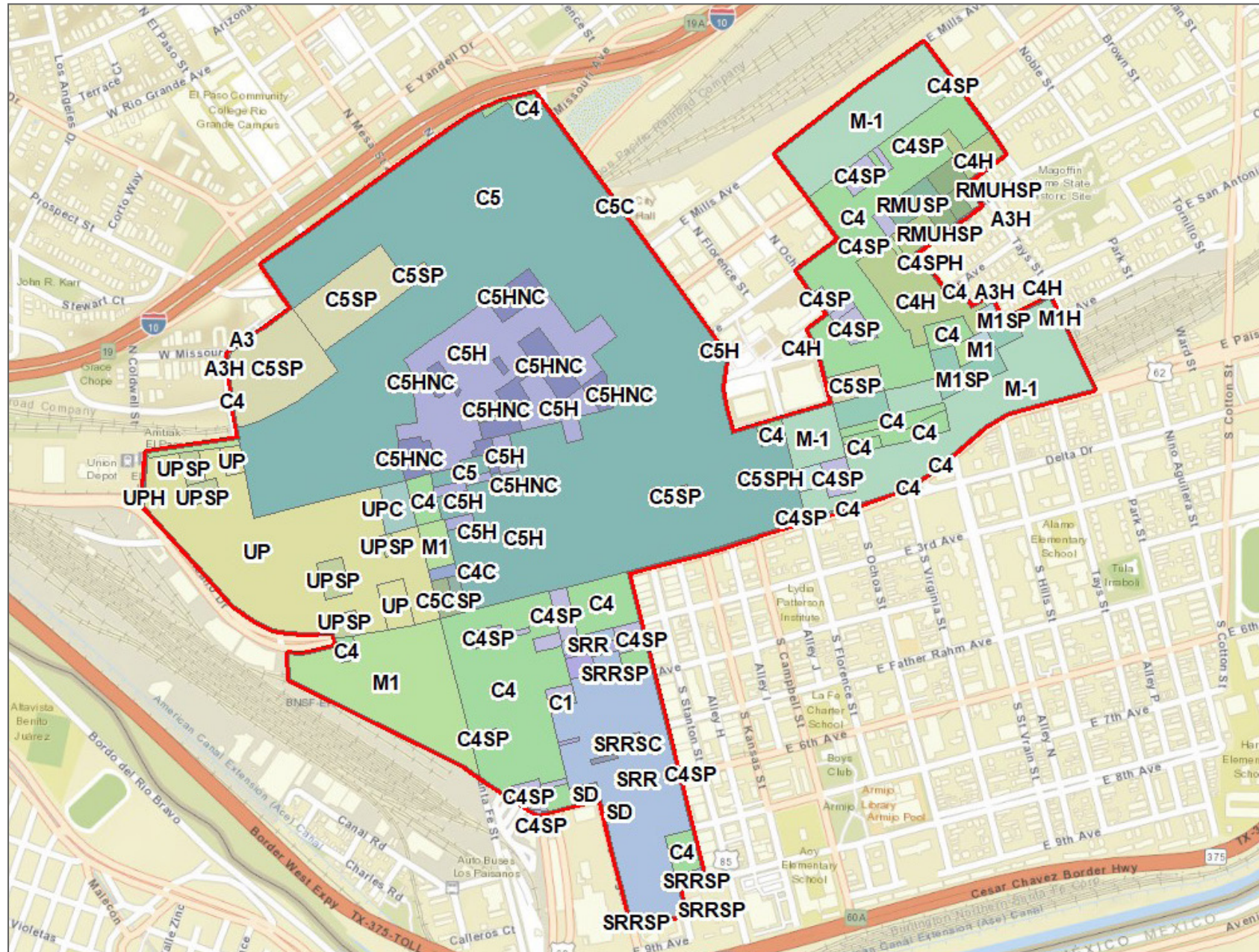
For further details of parcels included within the TIRZ see **Appendix A**.



Zoning

The zoning for the property within the TIRZ can be seen in the map below. The majority of the land within the TIRZ is zoned as Regional Commercial Districts (C-4: Commercial District, C-5: Central Business District). There are also portions of the zone zoned as “SRR” Special Residential Revitalization District and “U-P” Union Plaza District. The special residential revitalization district (SRR) is established in recognition that developments containing both residential and commercial uses can create an appealing and vital urban environment when carefully designed. The SRR district allows for mixing residential environments with workplaces and services. The purposes of the Union Plaza District are: (1) to create a unique mixed-use environment with the provision of standards and guidelines designed to encourage the preservation of existing building architecture; (2) to ensure that reconstruction of existing buildings or new construction projects is consistent with the architectural and design guidelines adopted for the Union Plaza District; and (3) to encourage a variety of commercial and residential uses that coexist in a mixed-use area.

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of El Paso zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



Proposed Development

Anticipated Development

The table below provides an overview of the potential development that could occur within the TIRZ, along with estimated dates of when the development construction would be completed. The development projections listed below do not represent the potential of the entire TIRZ, and are not meant to limit potential development that could generate revenue for the TIRZ. It is anticipated that the projections will be updated in the future to reflect the then current market trends and taking into account the future performance of any catalyst development. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Square Feet/Units	Projected Completion Date	Taxable Value PSF/Unit	Incremental Value
Multifamily	150	2025	\$150,000	\$22,500,000
Hotel	250	2025	\$125,000	\$31,250,000
Multifamily	290	2026	\$150,000	\$43,500,000
Multifamily	210	2028	\$150,000	\$31,500,000
Multifamily	100	2028	\$150,000	\$15,000,000
Retail	50,000	2028	\$250	\$12,500,000
Multifamily	56	2032	\$150,000	\$8,400,000
Multifamily	70	2032	\$150,000	\$10,500,000
Retail	2,000	2032	\$250	\$500,000
TOTAL				\$175,650,000

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #5 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #5		
Public Utilities	\$ 13,927,409	30.0%
Water, Sanitary Sewer, and/or Storm Water Facilities and Improvements, Underground Infrastructure Improvements including electric, gas, water, sewer		
Parking and Transit Improvements	\$ 6,963,705	15.0%
Street and Intersection Improvements	\$ 6,963,705	15.0%
Pedestrian Enhancements	\$ 9,284,940	20.0%
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 4,178,223	9.0%
Economic Development Grants	\$ 4,642,470	10.0%
Administrative Costs	\$ 464,247	1.0%
Total	\$ 46,424,698	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$46,424,698 project cost total amount shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Method of Financing

To fund the public improvements outlined on the previous page, the City of El Paso will contribute 100% of the real property increment within the zone generated from the City tax rate.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages and the anticipated taxable value per square foot can be found on Page 7.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax - 2023 Rates		Participation	
City of El Paso	0.81887500	100%	0.8188750
El Paso County	0.45888900	0%	0.0000000
EPCC	0.11571700	0%	0.0000000
University Medical	0.23565000	0%	0.0000000
El Paso ISD	1.13710000	0%	0.0000000
	2.76623100		0.8188750

Personal Property Tax		Participation	
City of El Paso	0.81887500	0%	0.0000000
El Paso County	0.45888900	0%	0.0000000
EPCC	0.11571700	0%	0.0000000
University Medical	0.23565000	0%	0.0000000
El Paso ISD	1.13710000	0%	0.0000000
	2.76623100		0.0000000

Sales Tax Rates		Participation	
City Sales Tax Rate	0.0100000	0.00%	0.0000000
County of El Paso	0.0050000	0.00%	0.0000000
City Mass Transit	0.0050000	0.00%	0.0000000
State Sales Tax Rate	0.0625000	0.00%	0.0000000
	0.0825000		0.0000000

Hotel Occupancy Tax		Participation	
City HOT	0.0900000	0.00%	0.0000000
County HOT	0.0250000	0.00%	0.0000000
State HOT	0.0600000	0.00%	0.0000000
	0.1750000		0.0000000

INPUT & OUTPUT

INPUT

INFLATION RATE	3.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of El Paso	0.81887500	100.00%	0.8188750
El Paso County	0.45888900	0.00%	0.0000000
EPCC	0.11571700	0.00%	0.0000000
University Medical	0.23565000	0.00%	0.0000000
El Paso ISD	1.13710000	0.00%	0.0000000
	2.76623100		0.8188750

PERSONAL PROPERTY TAX		PARTICIPATION	
City of El Paso	0.81887500	0%	0.0000000
El Paso County	0.45888900	0%	0.0000000
EPCC	0.11571700	0%	0.0000000
University Medical	0.23565000	0%	0.0000000
El Paso ISD	1.13710000	0%	0.0000000
	2.76623100		0.0000000

City Sales Tax Rate	0.0100000	0.00%	0.0000000
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Assumptions	Year	AREA SF	REAL PROPERTY		PERSONAL PROPERTY		SALES	
			\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
Multifamily	2025	150	\$ 150,000.00	\$ 22,500,000	\$ -	\$ -	\$ -	\$ -
Hotel	2025	250	\$ 125,000.00	\$ 31,250,000	\$ -	\$ -	\$ -	\$ -
Multifamily	2026	290	\$ 150,000.00	\$ 43,500,000	\$ -	\$ -	\$ -	\$ -
Multifamily	2028	210	\$ 150,000.00	\$ 31,500,000	\$ -	\$ -	\$ -	\$ -
Multifamily	2028	100	\$ 150,000.00	\$ 15,000,000	\$ -	\$ -	\$ -	\$ -
Retail	2028	50,000	\$ 250.00	\$ 12,500,000	\$ 15.00	\$ 750,000	\$ 250.00	\$ 12,500,000
Multifamily	2032	56	\$ 150,000.00	\$ 8,400,000	\$ -	\$ -	\$ -	\$ -
Multifamily	2032	70	\$ 150,000.00	\$ 10,500,000	\$ -	\$ -	\$ -	\$ -
Retail	2032	2,000	\$ 250.00	\$ 500,000	\$ 15.00	\$ 30,000	\$ 250.00	\$ 500,000
TOTAL				175,650,000		780,000		13,000,000

OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of El Paso	31.7%	\$ 14,619,725	=	\$ 13,197,782	+	\$ 66,592	+	\$ 1,355,352
El Paso County	16.1%	\$ 7,433,216	=	\$ 7,395,899	+	\$ 37,317	+	\$ -
EPCC	4.1%	\$ 1,874,417	=	\$ 1,865,007	+	\$ 9,410	+	\$ -
University Medical	8.3%	\$ 3,817,127	=	\$ 3,797,963	+	\$ 19,163	+	\$ -
El Paso ISD	39.9%	\$ 18,419,074	=	\$ 18,326,604	+	\$ 92,470	+	\$ -
TOTAL		46,163,559		\$ 44,583,255		\$ 224,953		\$ 1,355,352

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES	
City of El Paso	100.0%	\$ 13,197,782	= \$ 13,197,782	+ \$ -	+ \$ -	
El Paso County	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -	
EPCC	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -	
University Medical	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -	
El Paso ISD	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -	
100.0%		\$ 13,197,782	\$ 13,197,782	\$ -	\$ -	

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES	
City of El Paso	4.3%	\$ 1,421,943	= \$ -	+ \$ 66,592	+	\$ 1,355,352
El Paso County	22.5%	\$ 7,433,216	= \$ 7,395,899	+ \$ 37,317	+	\$ -
EPCC	5.7%	\$ 1,874,417	= \$ 1,865,007	+ \$ 9,410	+	\$ -
University Medical	11.6%	\$ 3,817,127	= \$ 3,797,963	+ \$ 19,163	+	\$ -
El Paso ISD	55.9%	\$ 18,419,074	= \$ 18,326,604	+ \$ 92,470	+	\$ -
	100.0%	\$ 32,965,778	\$ 31,385,473	\$ 224,953		\$ 1,355,352

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13
TOTAL TAX REVENUE															
REAL PROPERTY		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Multifamily	Taxable Value Per Unit	150,000	154,500	159,135	163,909	168,826	173,891	179,108	184,481	190,016	195,716	201,587	207,635	213,864	220,280
	Cumulative Units	-	-	-	24,586,358	74,283,581	76,512,089	134,330,883	138,360,810	142,511,634	146,786,983	176,590,612	181,888,331	187,344,891	192,965,330
	TAXABLE VALUE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hotel	Taxable Value Per Unit	125,000	128,750	132,613	136,591	140,689	144,909	149,257	153,734	158,346	163,097	167,990	173,029	178,220	183,567
	Cumulative Units	-	-	-	250	250	250	250	250	250	250	250	250	250	250
	TAXABLE VALUE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail	Taxable Value Per SF	250	258	265	273	281	290	299	307	317	326	336	346	356	367
	Cumulative SF	-	-	-	-	-	-	50,000	50,000	50,000	50,000	52,000	52,000	52,000	52,000
	TAXABLE VALUE	-	-	-	-	-	-	14,925,654	15,373,423	15,834,626	16,309,665	17,470,913	17,995,040	18,534,892	19,090,938
REAL PROPERTY	Cumulative Taxable Value	-	-	-	24,586,358	74,283,581	76,512,089	149,256,537	153,734,233	158,346,260	163,096,648	194,061,525	199,883,371	205,879,872	212,056,268
City of El Paso		-	-	-	201,332	608,290	626,538	1,222,224	1,258,891	1,296,658	1,335,558	1,589,121	1,636,795	1,685,899	1,736,476
El Paso County		-	-	-	112,824	340,879	351,106	684,922	705,469	726,634	748,433	890,527	917,243	944,760	973,103
EPCC		-	-	-	28,451	85,959	88,537	172,715	177,897	183,234	188,731	224,562	231,299	238,238	245,385
University Medical		-	-	-	57,938	175,049	180,301	351,723	362,275	373,143	384,337	457,306	471,025	485,156	499,711
El Paso ISD		-	-	-	279,571	844,679	870,019	1,697,196	1,748,112	1,800,555	1,854,572	2,206,674	2,272,874	2,341,060	2,411,292
Total		-	-	-	680,115	2,054,855	2,116,501	4,128,781	4,252,644	4,380,223	4,511,630	5,368,190	5,529,236	5,695,113	5,865,966
PERSONAL PROPERTY		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Retail	Taxable Value Per SF	15	15	16	16	17	17	18	18	19	20	20	21	21	22
	Cumulative SF	-	-	-	-	-	-	50,000	50,000	50,000	50,000	52,000	52,000	52,000	52,000
	TAXABLE VALUE	-	-	-	-	-	-	895,539	922,405	950,078	978,580	1,048,255	1,079,702	1,112,093	1,145,456
PERSONAL PROPERTY	Cumulative Taxable Value	-	-	-	-	-	-	895,539	922,405	950,078	978,580	1,048,255	1,079,702	1,112,093	1,145,456
City of El Paso		-	-	-	-	-	-	7,333	7,553	7,780	8,013	8,584	8,841	9,107	9,380
El Paso County		-	-	-	-	-	-	4,110	4,233	4,360	4,491	4,810	4,955	5,103	5,256
EPCC		-	-	-	-	-	-	1,036	1,067	1,099	1,132	1,213	1,249	1,287	1,325
University Medical		-	-	-	-	-	-	2,110	2,174	2,239	2,306	2,470	2,544	2,621	2,699
El Paso ISD		-	-	-	-	-	-	10,183	10,489	10,803	11,127	11,920	12,277	12,646	13,025
Total		-	-	-	-	-	-	24,773	25,516	26,281	27,070	28,997	29,867	30,763	31,686
SALES TAX		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Retail	Taxable Value Per SF	250	258	265	273	281	290	299	307	317	326	336	346	356	367
	Cumulative SF	-	-	-	-	-	-	50,000	50,000	50,000	50,000	52,000	52,000	52,000	52,000
	TAXABLE VALUE	-	-	-	-	-	-	14,925,654	15,373,423	15,834,626	16,309,665	17,470,913	17,995,040	18,534,892	19,090,938
SALES TAX	Cumulative Taxable Value	-	-	-	-	-	-	14,925,654	15,373,423	15,834,626	16,309,665	17,470,913	17,995,040	18,534,892	19,090,938
Total		-	-	-	-	-	-	149,257	153,734	158,346	163,097	174,709	179,950	185,349	190,909
SUMMARY		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
City of El Paso		-	-	-	201,332	608,290	626,538	1,378,814	1,420,179	1,462,784	1,506,668	1,772,414	1,825,587	1,880,354	1,936,765
El Paso County		-	-	-	112,824	340,879	351,106	689,031	709,702	730,993	752,923	895,337	922,197	949,863	978,359
EPCC		-	-	-	28,451	85,959	88,537	173,751	178,964	184,333	189,863	225,775	232,548	239,525	246,711
University Medical		-	-	-	57,938	175,049	180,301	353,833	364,448	375,382	386,643	459,776	473,569	487,777	502,410
El Paso ISD		-	-	-	279,571	844,679	870,019	1,707,379	1,758,601	1,811,359	1,865,699	2,218,593	2,285,151	2,353,706	2,424,317
Total		-	-	-	680,115	2,054,855	2,116,501	4,302,810	4,431,894	4,564,851	4,701,796	5,571,896	5,739,053	5,911,225	6,088,562
PARTICIPATION															
REAL PROPERTY	Taxable Value	-	-	-	24,586,358	74,283,581	76,512,089	149,256,537	153,734,233	158,346,260	163,096,648	194,061,525	199,883,371	205,879,872	212,056,268
City of El Paso		-	-	-	201,332	608,290	626,538	1,222,224	1,258,891	1,296,658	1,335,558	1,589,121	1,636,795	1,685,899	1,736,476
El Paso County		-	-	-	-	-	-	-	-	-	-	-	-	-	-
EPCC		-	-	-	-	-	-	-	-	-	-	-	-	-	-
University Medical		-	-	-	-	-	-	-	-	-	-	-	-	-	-
El Paso ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	201,332	608,290	626,538	1,222,224	1,258,891	1,296,658	1,335,558	1,589,121	1,636,795	1,685,899	1,736,476
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	895,539	922,405	950,078	978,580	1,048,255	1,079,702	1,112,093	1,145,456
City of El Paso		-	-	-	-	-	-	-	-	-	-	-	-	-	-
El Paso County		-	-	-	-	-	-	-	-	-	-	-	-	-	-
EPCC		-	-	-	-	-	-	-	-	-	-	-	-	-	-
University Medical		-	-	-	-	-	-	-	-	-	-	-	-	-	-
El Paso ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	14,925,654	15,373,423	15,834,626	16,309,665	17,470,913	17,995,040	18,534,892	19,090,938
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY		-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of El Paso		-	-	-	201,332	608,290	626,538	1,222,224	1,258,891	1,296,658	1,335,558	1,589,121	1,636,795	1,685,899	1,736,476
El Paso County		-	-	-	-	-	-	-	-	-	-	-	-	-	-
EPCC		-	-	-	-	-	-	-	-	-	-	-	-	-	-
University Medical		-	-	-	-	-	-	-	-	-	-	-	-	-	-
El Paso ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	201,332	608,290	626,538	1,222,224	1,258,891	1,296,658	1,335,558	1,589,121	1,636,795	1,685,899	1,736,476
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT															
SUMMARY		-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of El Paso		-	-	-	-	-	-	156,590	161,288	166,126	171,110	183,293	188,792	194,456	200,289
El Paso County		-	-	-	112,824	340,879	351,106	689,031	709,702	730,993	752,923	895,337	922,197	949,863	978,359
EPCC		-	-	-	28,451	85,959	88,537	173,751	178,964	184,333	189,863	225,775	232,548	239,525	246,711
University Medical		-	-	-	57,938	175,049	180,301	353,833	364,448	375,382	386,643	459,776	473,569	487,777	502,410
El Paso ISD		-	-	-	279,571	844,679	870,019	1,707,379	1,758,601	1,811,359	1,865,699	2,218,593	2,285,151	2,353,706	2,424,317
Total		-	-	-	478,784	1,446,566	1,489,963	3,080,585	3,173,003	3,268,193	3,366,239	3,982,775	4,102,258	4,225,326	4,352,086

HOT Generated																	
Revenue Year	0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036			
Hotel Rooms	0	0	0	250	250	250	250	250	250	250	250	250	250	250	250		
Occupancy	0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%		
Hotel Occupancy Tax																	
# of Available Rooms	-	-	-	91,250	91,250	91,250	91,250	91,250	91,250	91,250	91,250	91,250	91,250	91,250	91,250		
# of Occupied Rooms	0	0	0	63,875	63,875	63,875	63,875	63,875	63,875	63,875	63,875	63,875	63,875	63,875	63,875		
Average Daily Rate	\$ -	\$ 150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36	\$ 165.61	\$ 168.92	\$ 172.30	\$ 175.75	\$ 179.26	\$ 182.85	\$ 186.51	\$ 190.24			
Annual Taxable Revenue	\$ -	\$ -	\$ -	\$ 9,968,333	\$ 10,167,699	\$ 10,371,053	\$ 10,578,474	\$ 10,790,044	\$ 11,005,845	\$ 11,225,961	\$ 11,450,481	\$ 11,679,490	\$ 11,913,080	\$ 12,151,342			
City Tax Rate	9%	\$ -	\$ -	\$ -	\$ 897,150	\$ 915,093	\$ 933,395	\$ 952,063	\$ 971,104	\$ 990,526	\$ 1,010,337	\$ 1,030,543	\$ 1,051,154	\$ 1,072,177	\$ 1,093,621	\$10,917,162	
County Tax Rate	2.5%	\$ -	\$ -	\$ -	\$ 249,208	\$ 254,192	\$ 259,276	\$ 264,462	\$ 269,751	\$ 275,146	\$ 280,649	\$ 286,262	\$ 291,987	\$ 297,827	\$ 303,784	\$3,032,545	
State Tax Rate	6%	\$ -	\$ -	\$ -	\$ 598,100	\$ 610,062	\$ 622,263	\$ 634,708	\$ 647,403	\$ 660,351	\$ 673,558	\$ 687,029	\$ 700,769	\$ 714,785	\$ 729,081	\$7,278,108	
	\$ -	\$ -	\$ -	\$ -	\$ 1,744,458	\$ 1,779,347	\$ 1,814,934	\$ 1,851,233	\$ 1,888,258	\$ 1,926,023	\$ 1,964,543	\$ 2,003,834	\$ 2,043,911	\$ 2,084,789	\$ 2,126,485	\$21,227,815	

Financial Feasibility Analysis - Projected TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

[illegible]

Financial Feasibility Analysis - 100% Projected Tax Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

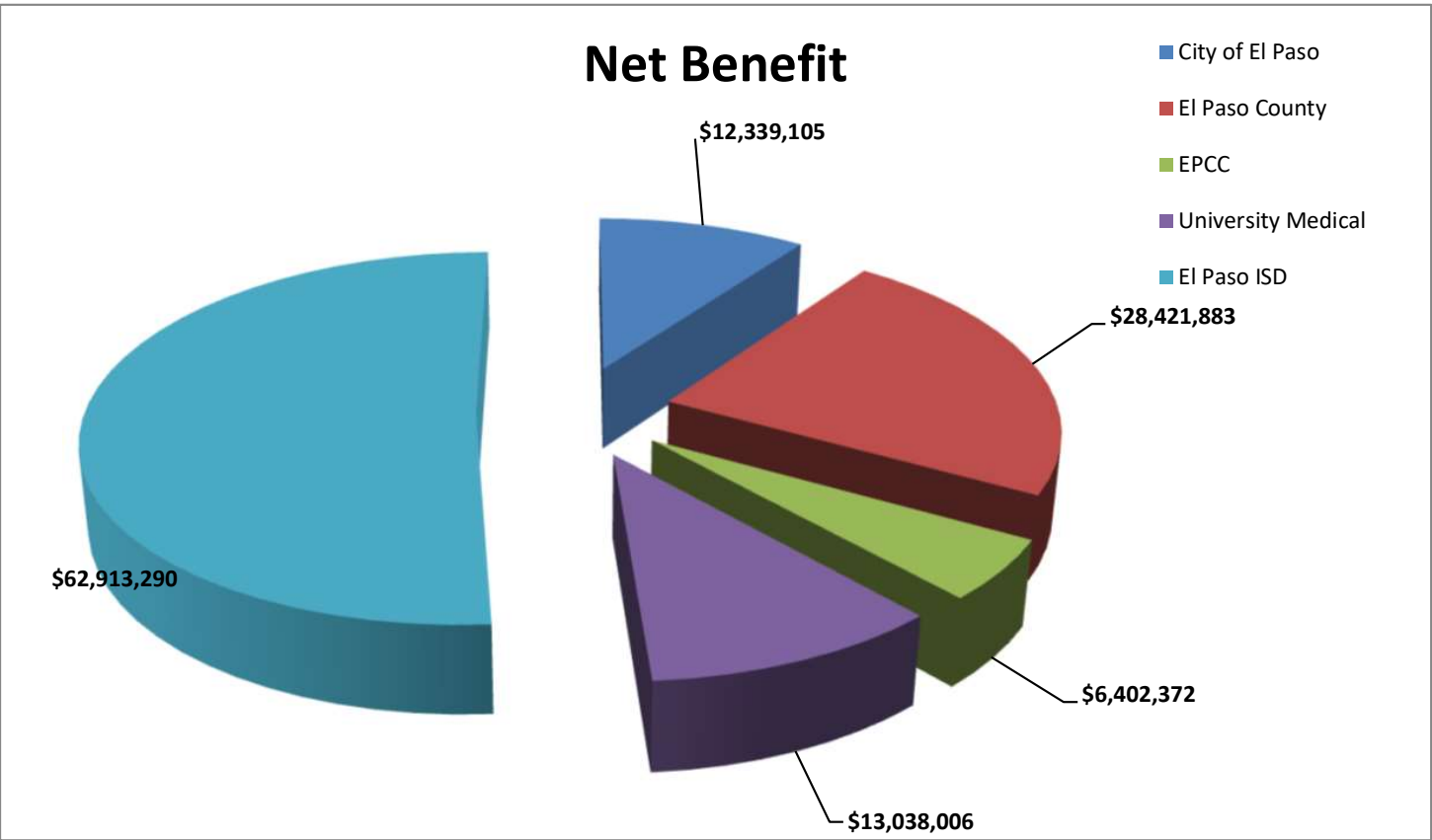
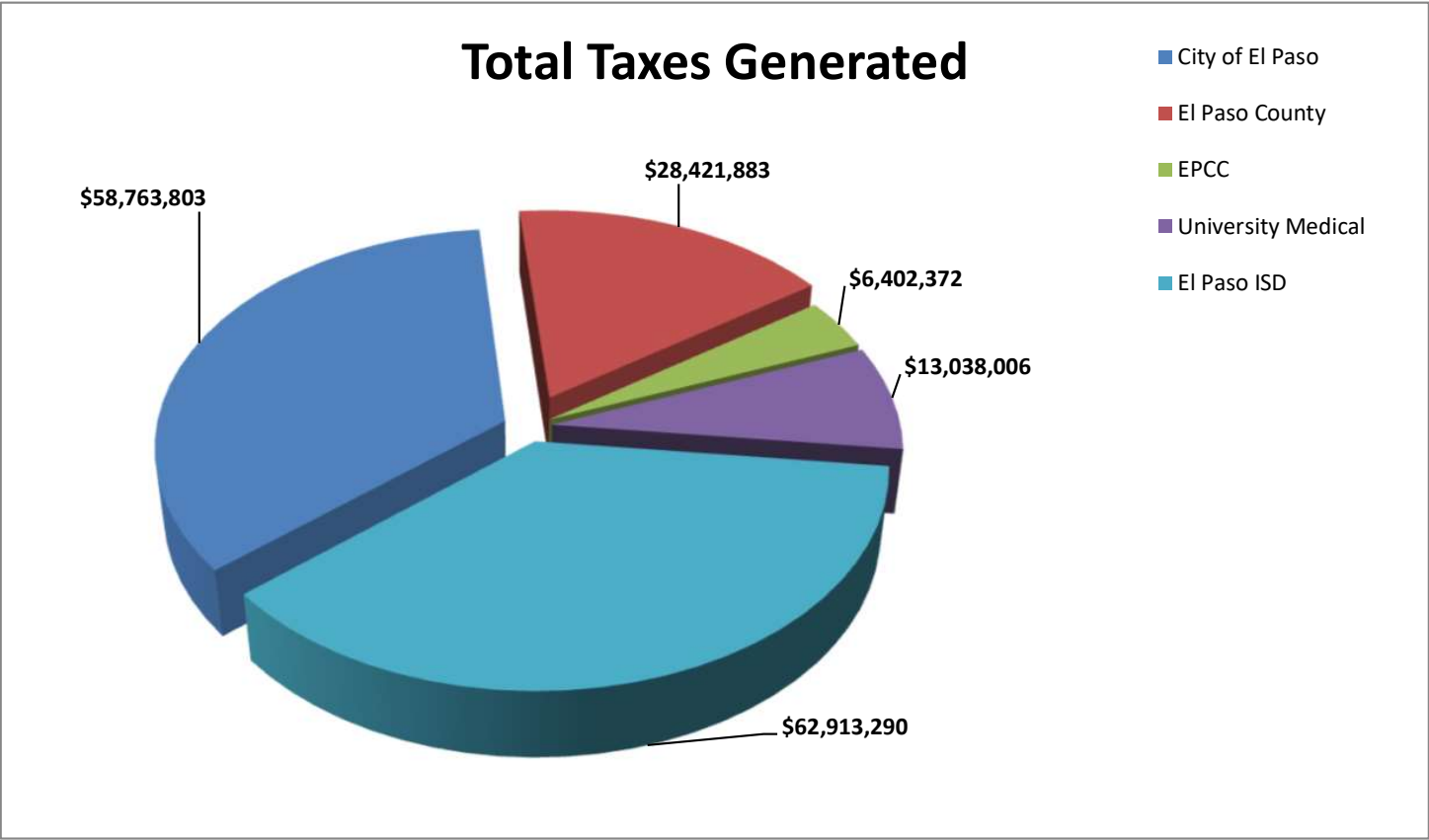
TAXABLE BASE YEAR GROWTH										3.00%																							
DISCOUNT RATE										6.00%																							
REAL PROPERTY TAX										BUSINESS PERSONAL PROPERTY TAX										SALES TAX						HOT							
City of El Paso		0.8188750	100.00%		0.8188750	City of El Paso		0.8188750	100%		0.8188750	City Sales Tax Rate		0.0100000	100.00%		0.0100000	City HOT		0.09	100.00%		0.09	City HOT									
El Paso County		0.4588890	100.00%		0.4588890	El Paso County		0.4588890	100%		0.4588890	State Sales Tax Rate		0.0625000	100.00%		0.0625000	County HOT		0.025	100.00%		0.025	County HOT									
EPCC		0.1157170	100.00%		0.1157170	EPCC		0.1157170	100%		0.1157170							State HOT		0.06	100.00%		0.06	State HOT									
University Medical		0.2356500	100.00%		0.2356500	University Medical		0.2356500	100%		0.2356500									0.1750000	100.00%		0.1750000										
El Paso ISD		1.1371000	100.00%		1.1371000	El Paso ISD		1.1371000	100%		1.1371000																						
		2.7662310			2.7662310			2.7662310			2.7662310																						
TAX YEAR	BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS	
BASE YEAR	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036		
CITY OF EL PASO	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
EL PASO COUNTY	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
EPCC	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
UNIVERSITY MEDICAL	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
EL PASO ISD	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
TAXABLE VALUE	CITY OF EL PASO						267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
	EL PASO COUNTY						267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
	EPCC						267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
	UNIVERSITY MEDICAL						267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
	EL PASO ISD						267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
TAXABLE VALUE INCREMENT	CITY OF EL PASO						89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
	EL PASO COUNTY						89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
	EPCC						89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
	UNIVERSITY MEDICAL						89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
	EL PASO ISD						89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
REVENUE A		0.69667700	0.67232600	0.67109700	0.63300000	0.63300000	0.65370000	0.65840400	0.65840400	0.67837800	0.69978400	0.72972500	0.75965600	0.80343300	0.84333200	0.90730100	0.90730100	0.90730100	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800	0.86239800		
TAXABLE VALUE GROWTH	CITY OF EL PASO	111,520	261,177	308,921	268,465	332,431	628,010	467,077	437,329	529,357	628,587	712,559	805,651	872,780	1,370,925	1,363,481	1,060,633	1,092,517	1,119,902	1,204,898	1,292,445	1,382,618	1,475,496	1,571,160	1,669,695	1,771,185	1,875,720	1,983,391	2,094,293	2,208,521	2,326,176	33,226,916	
	EL PASO COUNTY	0	0	0	0	0	411,218	325,539	295,831	347,130	395,288	430,439	460,156	474,913	693,378	689,613	536,440	581,337	627,581	675,212	724,273	774,804	826,852	880,462	935,679	1,001,134	1,111,472	1,173,620	1,237,632	1,303,565	17,956,122	City of El Paso	
	EPCC	0	0	0	0	0	103,696	82,090	74,599	87,535	99,679	108,543	116,036	119,758	174,847	173,898	135,273	146,595	158,256	170,267	182,638	195,381	208,506	222,024	235,948	250,290	265,062	280,277	295,949	312,091	328,717	4,527,955	El Paso County
	UNIVERSITY MEDICAL	0	0	0	0	0	211,170	167,172	151,916	178,259	202,990	221,040	236,301	243,878	356,065	354,132	275,474	322,277	346,737	372,929	429,861	494,941	564,908	606,971	648,941	695,081	742,425	790,542	839,671	888,804	939,929	9,220,879	EPCC
	EL PASO ISD	0	0	0	0	0	1,018,974	806,967	733,052	860,188	979,501	1,066,602	1,140,239	1,176,805	1,708,820	1,708,820	1,329,268	1,440,520	1,555,109	1,673,137	1,794,705	1,919,920	2,048,692	2,181,733	2,318,559	2,458,489	2,604,648	2,754,162	2,908,161	3,066,780	3,230,157	44,494,216	University Medical
		111,520	261,177	308,921	268,465	332,431	2,373,069	1,848,545	1,692,727	2,002,448	2,306,045	2,539,183	2,758,384	2,888,134	4,313,364	4,289,943	3,337,088	3,559,499	3,783,125	4,070,251	4,365,991	4,670,603	4,984,353	5,307,616	5,640,374	5,983,217	6,336,346	6,706,068	7,074,703	7,460,576	7,858,025	109,426,088	El Paso ISD
TIRZ #5	REAL PROPERTY TAX	REVENUE 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	CITY OF EL PASO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	EL PASO COUNTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	EPCC	0																															

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated*	Participation	Total Net Benefit
City of El Paso	\$58,763,803	\$46,424,698	\$12,339,105
El Paso County	\$28,421,883	\$0	\$28,421,883
EPCC	\$6,402,372	\$0	\$6,402,372
University Medical	\$13,038,006	\$0	\$13,038,006
El Paso ISD	\$62,913,290	\$0	\$62,913,290
Total	\$169,539,354	\$46,424,698	\$123,114,656

*Total Taxes Generated includes projected Real Property, Business Personal Property, Sales, and Hotel Occupancy Tax revenue

Tax Revenue Type	Total Taxes Generated
Real Property	\$154,009,343
Business Personal Property	\$224,953
Sales	\$1,355,352
Hotel Occupancy	\$13,949,707
Total	\$169,539,354





Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #5 in Years:

The TIRZ has a 30-year term and is scheduled to end on December 31, 2036 (with the final year’s tax increment to be collected by September 1, 2037).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone’s project and financing plan.

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
10339	8 MILLS ALL OF BLK INC CLSD ALY EXC LAND OWNED BY RR(14592.385QFT)BUT INC AIR RIGHTS OVER LAND OWNED BY RR	MILLS PROPERTIES VI LP	215	MAIN	ST	
10871	23 MILLS 60 FT ON STANTON X 120 FT ON FRANKLIN SWC (7200 SQ FT)	NEBHAN JOSEPH M	500	STANTON	ST	
12040	135 CAMPBELL 5 & N 14.00 FT OF 4 (4800.00 SQ FT)	AIDAVA PROPERTIES LLC SERIES B - 413 S MESA	413	MESA	ST	
13312	17 MILLS SWLY PT OF BLK (175.10 FT ON SWLY - 56.25 FT ON NWLY IRREG ON NELY - 68.14 FT ON SELY) (11868.98 SQ FT)	CITY OF EL PASO	109	SAN FRANCISCO	AVE	EX-XV
13463	135 CAMPBELL E 44.25 FT OF 12 & E 44.25 FT OF S 2 FT OF 11 (1239.00 SQ FT)	YI SANTOSCOY REAL ESTATE LLC	210	PAISANO	DR	
14570	200 CAMPBELL 17 TO 20 (12480 SQ FT)	CITY OF EL PASO	216	FLORENCE	ST	EX-XV
14609	1 MILLS 3 & 4 & PT OF 20.00 FT ALLEY BTW (22590.00 SQ FT)	MILLS PLAZA PARKING LP	417	OREGON	ST	
14806	45 MILLS 268.50 FT ON LEON X 120 FT ON OVERLAND (32220.00 SQ FT)	CITY OF EL PASO		LEON	ST	EX-XV
15964	36 MILLS 52 FT ON STANTON X 120 FT BEG 208 FT N OF SEC	THE JOHN R ELLIS TRUST & 3	301	STANTON	ST	
18628	34 MILLS 25.1667 FT ON OVERLAND X 115.21 FT BEG 83.02 FT W OF NEC (2894 SQ FT)	KIMMELMAN POLA & KARCHMER DEBORAH S K	116	OVERLAND	AVE	
19334	204 CAMPBELL 81 FT ON OVERLAND X 90 FT BEG 130 FT E OF SWC (4 & E 16 FT OF 5 IN 79 MAGOFFIN) (10980 SQ FT)	ECONOMY CASH & CARRY INC	1015	OVERLAND	AVE	
19718	247 CAMPBELL 11 TO 13 & N 17.00 FT OF 14 (11400.00 SQ FT)	EL PASO 614 NORTH MESA LLC	614	MESA	ST	
20289	45 MILLS 35.333 FT ON CHIHUAHUA X 120 FT BEG 268 FT S OF NEC (4240 SQ FT)	323 CHIHUAHUA LLC	323	CHIHUAHUA	ST	
20473	149 CAMPBELL 9 & 10 (6240 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	301	KANSAS	ST	
21334	5 1/2 MILLS 47.5 FT ON TEXAS X 86.667 FT ON MESA & SLY 8 FT X 54 FT NEC (4430.05 SQ FT)	URBAN LION LLC	115	MESA	ST	
21750	88 CAMPBELL 5 & N 9 FT OF 4 (4200 SQ FT)	SALOM GEORGE E FAMILY LMTD PRTSHP	713	OREGON	ST	
21810	36 MILLS 41 FT ON OVERLAND & 86.67 FT ON STANTON NEC 3553.47 SQ FT	LUHANSK EP LLC	320	OVERLAND	AVE	
21846	117 CAMPBELL LOT 14	510 SOUTH OREGON LLC	510	OREGON	ST	EX-XU
22912	146 CAMPBELL 17 & 18 & N PT OF 19 (120 FT ON N - 59.95 FT ON E - 120.30 FT ON S - 67.60 FT ON W) (7652 SQ FT)	ORO INVESTMENTS LLC	701	PAISANO	DR	
23120	1 FRANKLIN HEIGHTS N 87.5 FT OF 15 & 16	CITY OF EL PASO	1030	MYRTLE	AVE	EX-XV
24426	19 MILLS ALL OF BLK & ALL OF BLK 8 OF HART (67600 SQ FT)	CITY OF EL PASO		CLEVELAND	AVE	EX-XV
24550	86 CAMPBELL LOT 14 (3120 SQ FT)	ATIENZO BONIFACIO	708 1/2	MESA	ST	HS
26543	24 MILLS 80 FT ON SAN ANTONIO X 130 FT ON STANTON NEC (10400 SQ FT)	MJCP LLC	324	SAN ANTONIO	AVE	
26801	80 MAGOFFIN 1 & E 15 FT OF 2 (3601.80 SQ FT)	NORTHINTON-GEASON VALERIE	1127	OVERLAND	AVE	
28669	35 MILLS 94.88 FT ON MESA X 120 FT BEG 260 FT S OF NEC (11386 SQ FT)	CASTILLO SAMUEL O & HILDA O	225	MESA	AVE	
28777	33 MILLS 20.333 FT ON EL PASO X 134 FT BEG 191.15 FT S OF NEC	TEX SANTA FE LLC	319	EL PASO	ST	
29116	118 CAMPBELL N 9 FT OF 4 S & 6 & S 9 FT OF 7 (8400.00 SQ FT)	BERG INVESTMENT CO	509	OREGON	ST	
30548	9 MILLS S 111.85 FT OF BLK (29081 SQ FT)	FEDERAL RESERVE BANK	301	MAIN	DR	
32188	144 CAMPBELL W 59 FT OF 8 TO 10 (4602 SQ FT)	SISU ENVIRON DEVELOPMENT LLC	910	1ST	AVE	
32285	7 MILLS PT OF BLK BEG 73.5 FT S OF NWC (27.56 FT ON ST- 60 FT ON N- 24.50 FT ON E-IRREG ON S)	GUILLEN GILBERT	404	DURANGO	ST	
32699	149 CAMPBELL 1 TO 4 (12480 SQ FT)	SAL REAL ESTATE LLC	425	PAISANO	DR	
33007	212 CAMPBELL 1 TO 5 (15600 SQ FT)	LUCIANO DON	801	OLIVE	AVE	
33179	1 FRANKLIN HEIGHTS 12 & N 70 FT OF W 16 FT OF 13 & S 50 FT OF W 9 FT OF 13 (4570 SQ FT)	EP SHARP INVESTMENTS LLC	1024	MYRTLE	AVE	
33912	24 MILLS 40 FT ON SAN ANTONIO X 96 FT BEG 80 FT E OF NWC & 20 FT X 96.667 FT ADJ ON E (5800 SQ FT)	MARCUS REAL ESTATE LIMITED PARTNER	308	SAN ANTONIO	AVE	
34145	36 MILLS 42.00 FT ON STANTON X 120.00 FT BEG 198.00 FT S OF NEC (5040.00 SQ FT)	DOWNTOWN SHALOM LLC	217	STANTON	ST	
34314	102 CAMPBELL 11 TO 20 (31200.00 SQ FT)	CATHOLIC DIOCESE OF EL PASO	602	OREGON	ST	EX-XV
34782	118 CAMPBELL 11 & N 9.55 FT OF 12 & 70 FT BTW BLKS 118 & 134 (12666 SQ FT)	JABALIE VIRGINIA & MARY L	526	EL PASO	ST	
35181	171 CAMPBELL E 1/2 OF 10 & 11 (2544 SQ FT)	CITY OF EL PASO	600	SAN FRANCISCO	AVE	EX-XV
35544	144 CAMPBELL PT OF 16 & 17 (120 FT ON N 0.04 FT ON E 127.42 FT ON S 41.47 FT ON W) (2488 SQ FT)	PEREZ FRANK	314	VIRGINIA	ST	
36543	133 CAMPBELL N PT OF 5 & S 20.00 FT OF 6 (40.29 FT ON W-134.00 FT ON N-40.65 FT ONE-IRREG ON S) (5426.00 FT)	TCHONG KHI TCHIENG & CHONG LIENG TA	511	EL PASO	ST	
36706	44 MILLS ALL OF BLK (55776 SQ FT)	U S DEPARTMENT OF JUSTICE				EX-XV
36841	35 MILLS 27.125 FT ON OREGON X 120 FT BEG 187 FT S OF NWC (3255 SQ FT)	VERCHEL PROPERTIES LLC	216	OREGON	ST	
37284	23 MILLS 35 FT ON STANTON X 120 FT BEG 95 FT OF SWC (4200 SQ FT)	KEMP JOHN P JR	508 1/2	STANTON	ST	
37739	103 CAMPBELL 12 & W 65 FT OF 11 (4810.00 SQ FT)	DELGADO CORINA M	600	MESA	ST	
37810	118 CAMPBELL 20 & S 16.50 FT OF 19 (5100 SQ FT)	EL PASO SHOPPING DISTRICT LLC	618	EL PASO	ST	
38544	15 MILLS 51 FT ON EL PASO X 134 FT ON W SAN ANTONIO NEC (6834 SQ FT)	SW T-BIRD LTD	201	EL PASO	ST	
40697	222 CAMPBELL 14 & 15 E 3.5 FT OF 16 (6660 SQ FT)	AVENIDA TEXAS LLC	810	TEXAS	AVE	
41513	149 CAMPBELL 7 & 8 (6240 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	307	KANSAS	ST	
43062	7 MILLS 40.05 FT ON LEON 121.52 FT ON PAISANO 21.32 FT ON W 120 FT ON N (3682 SQ FT)	GOMEZ MARIA D L L M & MARTINEZ ERIKA R	401	PAISANO	DR	
43238	227 CAMPBELL N 104.94 FT OF 11TO13 & 18TO20 W 251/2 FT OF 17 IN BLK 226 ST BTW & STRIP ON N (29522.38 SQ FT) 8	ABRAHAM JEANETTE	220	ST VRAIN	ST	
43366	171 CAMPBELL W 1/2 OF 10 & 11 (2928 SQ FT)	CITY OF EL PASO	608	SAN FRANCISCO	AVE	EX-XV
44196	36 MILLS 104 FT ON STANTON X 120 FT ON PAISANO SEC (12480 SQ FT)	ARG PSELPTX001 LLC	313	STANTON	ST	
44538	246 CAMPBELL 1 TO 9 & 11 TO 20 & S PT OF 10 & ALLEY BTW (66687.81 SQ FT)	PEOPLE OF THE STATE OF TEXAS	301	MISSOURI	AVE	EX-XV
44600	24 MILLS 30 FT ON OVERLAND X 30.333 FT ON MESA SWC (910 SQ FT)	LR MANAGEMENT LLC	124	MESA	ST	
45050	101 CAMPBELL 12 & S 1.00 FT OF 11 & N 8.00 FT OF 13 OF 13 (4200.00 SQ FT)	SALOM ANTHONY & SOLEDAD	702	EL PASO	ST	
45713	14 MILLS NLY 121 FT OF ELY 72 FT & SLY 139 FT OF E 1/2 OF BLK (25392 SQ FT)	LIM-YOON JOINT VENTURE	119	OVERLAND	AVE	
46341	36 MILLS 52 FT ON STANTON X 120 FT BEG 104 FT N OF SEC (6240 SQ FT)	RIVER OAKS PROPERTIES LTD	307	STANTON	ST	
46686	210 CAMPBELL E 1/2 OF BLOCK (14596 SQ FT)	CLEAT JOINT VENTURE	747	SAN ANTONIO	AVE	
46741	32 MILLS 84.17 FT ON SANTA FE X 120 FT BEG 173.333 FT S OF NEC	CITY OF EL PASO	309	SANTA FE	ST	EX-XV
47484	35 MILLS 44 FT ON OVERLAND X 108.5 FT ON ALY & 16 FT X 21.8333 FT ADJ REAR (5123 SQ FT)	LEEDS N K & G INC	210	OVERLAND	AVE	
47625	32 MILLS 195.83 FT ON SANTA FE X 120 FT BEG 50 FT N OF SEC (23500.00 SQ FT)	CITY OF EL PASO	325	SANTA FE	ST	EX-XV
48208	212 CAMPBELL 11 TO 13 (9360 SQ FT)	MISSIONARY SOCIETY OF ST COLUMBAN	816	MAGOFFIN	AVE	EX-XV
48261	119 CAMPBELL 11 TO 13 & N 17 FT OF 14 (11400 SQ FT)	LANGE RAFAEL & CRISTIAN	600	SANTA FE	ST	
48684	216 CAMPBELL E 90 FT OF 16 TO 20 (11700 SF)	EL PASO PARK A LOT LP	709	MAGOFFIN	AVE	
50386	205 CAMPBELL E 60 FT OF 6 & 7 & S 5 FT OF 8	ABOUD RUSSELL M	105	ST VRAIN	ST	
50530	23 MILLS NELY PT OF BLK (120.00 FT ON NWLY - 108.70 FT ON NELY - 120.00 FT ON SELY - 108.70 FT ON SWLY)	REY JAMES R & COLLIE MALINDA D	501	KANSAS	ST	
51465	35 MILLS 46.625 FT ON OREGON X 120 FT BEG 330 FT N OF SWC (5595 SQ FT)	VERCHEL PROPERTIES LLC	220	OREGON	ST	
51754	205 CAMPBELL N 1/2 OF 3 & S 19.75 FT OF 4 (3930 SQ FT)	LIANG BINGJIN & SIUFUN	115	ST VRAIN	ST	
51807	117 CAMPBELL 1 & 2 (6240 SQ FT)	JB4 PROP LP	521	MESA	ST	
52044	160 CAMPBELL NE PT OF BLK 180 FT ON SAN ANTONIO X 102 FT ON ANTHONY (18360.00 SQ FT)	3 BALLOONS-518 W SAN ANTONIO LP	518	SAN ANTONIO	AVE	
52216	149 CAMPBELL LOT 6 (3120 SQ FT)	S A L REAL ESTATE LLC	309	KANSAS	ST	
53430	34 MILLS 37 FT ON EL PASO X 120 FT BEG 71 FT N OF SWC	RIVER OAKS PROPERTIES LTD	412	EL PASO	ST	
54371	31 MILLS NW PT OF BLK (120' ON N - 137.4' ON E - IRREG ON S - 140.4' ON W) (16784.80 SQ FT)	LYNX INDUSTRIES LTD	320	SAN ANTONIO	AVE	
54410	6 MILLS 54 FT ON OREGON X 120 FT ON SHELTON NEC	THE BROKER CO	109	OREGON	ST	
54487	21 MILLS 1 TO 10	CHASE BANK OF TEXAS	501	MESA	ST	
55254	118 CAMPBELL S 17 FT OF 17 & N 18 FT OF 18 (4200 SQ FT)	EL PASO SHOPPING DISTRICT LLC	614	EL PASO	ST	
55536	88 CAMPBELL 15 & S 9 FT OF 14 (4200.00 SQ FT)	SALOM ANTHONY & SOLEDAD	810	EL PASO	ST	
55842	222 CAMPBELL 5 79 FT OF 10 & S 79 FT OF E 1/2 OF 9 (3081 SQ FT)	TPGTX LLC	817	MYRTLE	AVE	
57066	33 MILLS 26.333 FT ON EL PASO X 134 FT BEG 109.42 FT S OF NEC (3528 SQ FT)	ADRON PROPERTIES LLC	311	EL PASO	ST	
58544	34 MILLS 34 FT ON EL PASO X 120 FT ON PAISANO SWC	DIVERSAS 426 LLC	426	EL PASO	ST	
58686	10 MILLS 109.75 FT ON MILLS X 130 FT ON STANTON IN SWC OF BLK (14270.26 SQ FT)	MILLS PARKING LLC	301	STANTON	ST	
58921	35 MILLS 25.25 FT ON OVERLAND X 112 FT BEG 94.75 FT E OF NWC (2828 SQ FT)	IEK #2 LP	208	OVERLAND	AVE	
59030	206 CAMPBELL W 24.5 FT OF 11 TO 15 (2940 SQ FT)	ORO INVESTMENTS LLC	800	SAN ANTONIO	AVE	
61760	O CAMPBELL 180.3 FT ON SAN ANTONIO X 193.87 FT ON OLIVE X 71.26 FT ON E (15000.00 SQ FT)	ANNUNCIATION HOUSE INC	1003	SAN ANTONIO	AVE	EX-XV
61776	36 MILLS 26.667 FT ON MESA X 120 FT BEG 303.333 FT N OF SWC (3199 SQ FT)	EL PASO PARK A LOT LP	216 1/2	MESA	ST	
62106	117 CAMPBELL 20 FT OF 19 & 20 BEG 34 FT E OF SWC (1040 SQ FT)	MENDOZA ALICIA & PESQUEIRA GUADALUPE	203	FOURTH	AVE	

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS		EXEMPTIONS
62472	4 MILLS 70 FT ON MILLS X 86.667 FT BEG 50 FT E OF NWC (E 70 FT OF 22) (6067 SQ FT)	204 MILLS PARTNERS LLC	204	MILLS	AVE
62596	152 CAMPBELL 8 TO 16 & PT OF 7 & 17 TO 21 & 23 TO 25 & CLSD ALY & E PT OF 22 (51887 SQ FT)	SOTOAK REALTY LLC	500	OVERLAND	AVE
62742	37 MILLS 39.667 FT ON STANTON X 120 FT ON FIRST SWC (4760.39 SQ FT)	CITY OF EL PASO	220	STANTON	ST
62981	117 CAMPBELL 10 & PT OF 9 (4432 SQ FT)	LESLIE JEFFREY H & MESA STEVE JR	501	MESA	ST
64204	210 CAMPBELL W 1/2 OF BLOCK (7754 SQ FT)	TOLTEC CLUB EP LLC	717	SAN ANTONIO	AVE
64279	215 CAMPBELL 10 & E 6 1/2 OF 9 (3900 SQ FT)	ROTH ANITA & ALLEN L	815	MAGOFFIN	AVE
64729	79 MAGOFFIN N 59.7 FT OF 31 & 32 (3250 SQ FT)	GONZALEZ-CALVO ACQUISITIONS LLC	1018	SAN ANTONIO	AVE
64882	116 CAMPBELL W 75 FT OF 19 & 20 (3900 SQ FT)	LAM JINNY K	301	FOURTH	AVE
66179	4 MILLS 90 FT ON TEXAS X 86.667 FT ON STANTON SEC (7800 SQ FT)	201 STANTON LLC	201	STANTON	ST
66724	80 MAGOFFIN 3 & W 10 FT OF 2 & E 5 FT OF 4 (3646.80 SQ FT)	STOCKER TERESA	1125	OVERLAND	AVE
66807	216 CAMPBELL E 84.5833 FT OF 11 TO 15 (10995 SQ FT)	EL PASO PARK A LOT LP	708	MYRTLE	AVE
69233	215 CAMPBELL 6 & 7 & W 1/2 OF 8 (7800 SQ FT)	ROTH ANITA L	811	MAGOFFIN	AVE
69900	38 MILLS 17.5 FT ON SAN ANTONIO X 130 FT BEG 116.5 FT E OF NWC (2275 SQ FT)	GAMEZ IRMA	410	SAN ANTONIO	AVE
70269	205 CAMPBELL 17 TO 20 & S 16 FT OF 16 (14400 SQ FT)	THE UNITED MEXICAN STATES	114	VIRGINIA	ST
70519	5 MILLS 65' ON MILLSX80' ON OREGON & 59' ON OREGONX110' BEG 80'S OF NWC & 53' ON MESAX95' BEG 80' S OF NEC	MILLS PLAZA PROPERTIES LP	211	MESA	ST
71218	34 MILLS 37 FT ON EL PASO X 120 FT BEG 34 FT N OF SWC	ALTUS FRANK	416	EL PASO	ST
71799	34 MILLS 44 FT ON OREGON X 120 FT BEG 339 FT S OF NEC	LOPEZ MONTSERRAT CH & MARTINEZ LILY C & 1	301	OREGON	ST
72725	88 CAMPBELL N 18 FT OF 3 & S 17 FT OF 4 (4200 SQ FT)	SALOM GEORGE E FAMILY LD PRTSHP	715	OREGON	ST
73058	25 MILLS 76.5 FT ON CHIHUAHUA X 120 FT ON SAN ANTONIO NWC (9180 SQ FT)	HELLA GROUP LLC	210	SAN ANTONIO	AVE
73954	131 CAMPBELL S 8.5 FT OF W 50 FT OF 20 & PT OF THIRD & LEON STS CLSD ADJ (2683.00 SQ FT)	ONE GAS INC		PAISANO	DR
74723	144 CAMPBELL W PT OF 6 & 7 (42.72 FT ON W 59 FT ON N 15.13 FT ON E 65.26 FT ON SE) (1707 SQ FT)	SISU ENVIRON DEVELOPMENT LLC-SERIES B	911	PAISANO	DR
75300	38 MILLS PT OF BLK BEG 117.00 FT NE OF SWC (36.00 FT ON ST- 79.00 FT ON N- IRREG ON E- 130.00 FT ON S) (3680.82 QFT)	UNKNOWN OWNER	108	STANTON	ST
75441	149 CAMPBELL 17 & N 6 FT OF 18 (3840 SQ FT)	NADLER FAMILY LIMITED PARTNERSHIP	312 1/2	STANTON	ST
76130	1 MILLS S 112.2 FT OF E 260 FT OF BLK (29124.40 SQ FT)	MILLS PLAZA PROPERTIES LP	401	OREGON	ST
76306	89 CAMPBELL 1 TO 6 & S 24.67 FT OF 7 (21101 SQ FT)	GSJ-FAM LP	807	EL PASO	ST
76443	88 CAMPBELL ELY 62.20 FT OF (11 TO 13) & ELY 62.20 FT OF NLY 17.0 FT OF 14 (5909.00 SQ FT)	SUNVIEW INC	106	FATHER RAHM	AVE
77002	227 CAMPBELL 9 & 10 (6240 SQ FT)	INTERNATIONAL LAUNDRY SERVICES INC	817	TEXAS	AVE
78147	116 CAMPBELL 11 TO 15 (15600.00 SQ FT)	VIEL ALEXANDER L	502	MESA	ST
79377	18 MILLS 40.5 FT ON FRANKLIN X 78.667 FT BEG 79.5 FT E OF NWC (3186 SQ FT)	PEARSON RAY	214	FRANKLIN	AVE
80113	198 CAMPBELL 1 TO 6 & S 19 FT OF 7 (21000 SQ FT)	CITY OF EL PASO	215	CAMPBELL	ST
80515	33 MILLS 43.333 FT ON EL PASO X 134 FT BEG 43.333 FT S OF NEC	SW T-BIRD LTD	305	EL PASO	ST
81279	7 MILLS 60 FT ON OVERLAND X 120 FT ON LEON SEC (7200 SQ FT)	GUAJARDO ENRIQUE	400	OVERLAND	AVE
81355	149 CAMPBELL LOT 5 (3120 SQ FT)	S A L REAL ESTATE LLC	311	KANSAS	ST
81431	21 MILLS 18 & S 12 FT OF 17 & N 5.25 FT OF 19 (5190 SQ FT)	502 N OREGON LLC	502	OREGON	ST
82218	100 CAMPBELL 14 & 15 & S 18.00 FT OF 13 (8400.00 SQ FT)	SALOM GEORGE E FAMILY LD PRTSHP	708	SANTA FE	ST
82515	36 MILLS 22.9 FT ON OVERLAND X 81.667 FT BEG 37.1 FT E OF NWC (1855 SQ FT)	L R MANAGEMENT LLC	304	OVERLAND	AVE
82838	16 MILLS ALL OF BLOCK & CLSD ALLEY BTWN (75036.2699 SQ FT)	CITY OF EL PASO	10	HENRY TROST	CT
84189	37 MILLS 84 FT ON OVERLAND X 113.333 FT BEG 36 FT W OF NEC (9520 SQ FT)	BELCLAIRE REALTY LTD	418	OVERLAND	AVE
84362	171 CAMPBELL LOT 7 (3120.00 SQ FT)	CITY OF EL PASO	610	COLDWELL	ST
86303	87 CAMPBELL LOT 11 (3120.00 SQ FT)	MILO TX2 LLC	700	OREGON	ST
87305	118 CAMPBELL S 8 FT OF 16 & N 9 FT OF 17 (2040 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	612 1/2	EL PASO	ST
87802	119 CAMPBELL 6 & 7 & N 10 FT OF 5 & S 17.8 FT OF 8 (10693 SQ FT)	SOUTH EL PASO STREET PROPERTIES LLC	605	EL PASO	ST
88005	24 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 90 FT W OF SEC (2600 SQ FT)	CAPLES LAND COMPANY LLC	311 1/2	OVERLAND	AVE
88750	215 CAMPBELL 11 TO 12	OPPORTUNITY CENTER FOR THE HOMELESS	818	MYRTLE	AVE
89537	33 MILLS 181.78 FT ON SANTA FE X 120 FT ON PAISANO SWC OF BLK (21813.78 SQ FT)	LLH & W LLC	378	SANTA FE	ST
89878	35 MILLS 70 FT ON OREGON X 120 FT BEG 190 FT N OF SWC (8400 SQ FT)	MARKS ANN	300	OREGON	ST
90642	222 CAMPBELL 18 TO 20 (9360 SQ FT)	JTC STORES LLC	800	TEXAS	AVE
91683	116 CAMPBELL LOT 16 (3120 SQ FT)	LAM JINNY K	514	MESA	ST
92219	34 MILLS 96.47 FT ON EL PASO X 120 FT BEG 163.53 FT S OF NWC	BURROWS LLOYD A	312	EL PASO	ST
92402	3 FRANKLIN HEIGHTS 23 & 24 (6000 SQ FT)	PEREZ FRANCISCO	1015	TEXAS	AVE
92419	100 CAMPBELL S 14.75 FT OF N 18.75 FT OF 9 (1799.50 SQ FT)	KIM WON T	705	EL PASO	ST
92889	4 MILLS 60 FT ON TEXAS X 86.667 FT ON MESA SWC (W 60 FT OF 24) (5200 SQ FT)	200 EP MESA LLC	200	MESA	ST
92972	215 CAMPBELL 1 TO 3 & W 2 FT OF 4 (9600 SQ FT)	CDA CORTE 1581 401K PLAN	801	MAGOFFIN	AVE
93216	45 MILLS 30.333 FT ON CHIHUAHUA X 120 FT BEG 303.333 FT S OF NEC	CITY OF EL PASO	325	CHIHUAHUA	ST
93782	31 MILLS 120 FT ON SAN ANTONIO X 65 FT ON CHIHUAHUA (7800 SQ FT)	LYNX INDUSTRIES LT		SAN ANTONIO	AVE
95346	24 MILLS 86.67 FT ON STANTON X 60 FT ON OVERLAND SEC (5199.80 SQ FT)	CAPLES LAND COMPANY LLC	119	STANTON	ST
95628	21 MILLS 20 & S 20.75 FT OF 19 (5610 SQ FT)	MARCEP GROUP LLC	500	OREGON	ST
95762	2 MILLS S 1/2 OF BLK INC CLOSED ALLEY (30800 SQ FT)	MILLS PLAZA PARKING III LP	401	MESA	ST
96594	33 MILLS 32.5 FT ON EL PASO X 134 FT BEG 135.75 FT S OF NEC	DRENNAN PROPERTIES LLC	315	EL PASO	ST
96941	45 MILLS 50 FT ON CHIHUAHUA X 120 FT BEG 162 FT S OF NEC	CITY OF EL PASO	315	CHIHUAHUA	ST
97187	215 CAMPBELL 18 & PT OF 17 NWC (2 FT ON S 35 FT ON E 2.25 FT ON S 35 FT ON W) (3190 SQ FT)	ROTH ALLEN L	804	MYRTLE	AVE
97657	171 CAMPBELL LOT 9 (3120.0 SQ FT)	CITY OF EL PASO		ANTHONY	ST
98779	17 MILLS 203 FT ON SAN FRANCISCO - 176.75 FT ON SANTA FE - 266 FT ON MAIN 96.98 FT & 199.928 FT ON EL PASO	CITY OF EL PASO	117	SAN FRANCISCO	AVE
100162	133 CAMPBELL PT OF 4 & 5 BEG 1.41 FT N OF SWC OF 4 (32.47 FT ON W - 134.00 FT ON N-31.20 FT ON E-134.00 FT ON S) (4111.00 SQ FT)	STRATEMEYER MARY L	515	EL PASO	ST
100863	13 MILLS 40.1667 FT ON OREGON X 78 FT ON OVERLAND SWC (3133 SQ FT)	RIVER OAKS PROPERTIES LTD	201	OVERLAND	AVE
101330	35 MILLS 190 FT ON OREGON X 120 FT ON PAISANO SWC (22800.00 SQ FT)	WALGREEN CO	302	OREGON	ST
101520	36 MILLS 50 FT ON MESA X 120 FT BEG 253.333 FT N OF SWC (6000 SQ FT)	EL PASO PARK A LOT LP	218	MESA	ST
101907	120 CAMPBELL ALL OF BLK & PTS OF (BLK 99 & 121) & ADJ ALLYS & CLSD STS BTW(475' ON ST-87.02' ON S-545.93' ON W-IRREG ON N)	EL PASO MASS TRANSIT DEPT BOARD	601	SANTA FE	ST
104373	6 MILLS W 120 FT OF BLK (120 FT ON SAN ANTONIO X 167.67 FT ON EL PASO) (20120.40 SQ FT)	MILLS PLAZA PARKING II LP	104	EL PASO	ST
104585	222 CAMPBELL 8 & W 1/2 OF 9 (4680 SQ FT)	ANNUNCIATION HOUSE INC	815	MYRTLE	AVE
104608	100 CAMPBELL 5 & N 9 FT OF 4 & S 5 FT OF 6 (5360 SQ FT)	BURROLA MANUELA A	711	EL PASO	ST
104928	215 CAMPBELL 19 & 20 (6240 SQ FT)	UTOPIA LLC	800	MYRTLE	AVE
105228	88 CAMPBELL WLY 57.80 FT OF (11 TO 13) & WLY 57.80 FT OF NLY 17.0 FT OF 14 (5491.00 SQ FT)	EP PASEO SOUTH HOLDINGS LLC	800	EL PASO	ST
108332	144 CAMPBELL 11 TO 15 (15600 SQ FT)	SISU ENVIRON DEVELOPMENT LLC-SERIES B	300	VIRGINIA	ST
110040	24 MILLS 80 FT ON SAN ANTONIO X 119.17 FT ON MESA & ADJ 23.17 FT X 40 FT NWC	CAPLES LLC	300	SAN ANTONIO	AVE
110335	133 CAMPBELL PT OF 2 & 3 BEG 4.50 FT S OF NWC OF 2 (134.00 FT ON S - 14.35 FT ON W-IRREG ON N -15.60 FT ON E) (1971.00 SQ FT)	THE CHRISTINE KIM LIVING TRUST	521	EL PASO	ST
110936	46 CAMPBELL LOT 6 (3120 SQ FT)	VALENZUELA MARGARITA	1009	MESA	ST
111178	117 CAMPBELL 6 TO 8 & SLY PT OF 9 (11167.00 SQ FT)	HERNANDEZ ARNOLDO	507	MESA	ST
112220	33 MILLS 22.9 FT ON EL PASO X 134 FT BEG 168.25 FT S OF NEC	GAMEZ CELIA T	317	EL PASO	ST
112700	1 FRANKLIN HEIGHTS 22 & 23 6000.00 SQ FT	YANEZ ANNETTE	1015	MAGOFFIN	AVE
113540	172 CAMPBELL ALL OF FR BLK & TRIANGLE (1621 SQ FT) (52277.1 SQ FT)	CITY OF EL PASO	700	SAN FRANCISCO	AVE
113657	103 CAMPBELL E 80 FT OF 18 & E 40 FT OF 19 & 20	ALVARADO STEVEN D	309	FIFTH	AVE
114442	146 CAMPBELL 15 & 16 (6240 SQ FT)	SEPULVEDA LUCILLE (TR)	308	FLORENCE	ST
116006	33 MILLS 142.50 FT ON EL PASO X 134 FT ON PAISANO SEC (0.4419 AC)	L L H & W L L C	423	EL PASO	ST
116258	118 CAMPBELL S 25 FT OF 1 (3000 SQ FT)	THREE SONS PROPERTIES LLC	519	OREGON	ST
116715	46 CAMPBELL FRC LOT 14 EXC RR R/W (HOMESITE) (1274.00 SQ FT)	URIAS JOSE T M & CARDENAS MARIA C	1006	OREGON	ST

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
117113	10 MILLS W 206 FT OF N 1/2 OF BLK (26780 SQ FT)	GAURANGA ENTERPRISES LLC	300	MAIN	DR	
117539	131 CAMPBELL E 45 FT OF 11 TO 14 & W 10 FT OF ADJ ALLEY & 7 TO 9 & S PT OF 10 & PT OF ALLEY & CHIHUAHUAST CLSD & (12 TO 14 & S 2 FT OF 11 BLK 132) (30000.0	GOLDCROSS PROPERTIES	310	PAISANO	DR	
117682	87 CAMPBELL 1 TO 3 (9360 SQ FT)	HENDERSON BABY CLINIC	721	MESA	ST	EX-XV
118072	17 MILLS NWLY PT OF BLK (151.77' ON NWLY - 298.23' ON NELY-73.00' ON SELY - IRREG ON SWLY) (23600.00 SQ FT)	CITY OF EL PASO	125	PIONEER	PLZ	EX-XV
118625	88 CAMPBELL 19 & 20 & S 8 FT OF 18 (7200 SQ FT)	EP PASEO SOUTH HOLDINGS LLC	820	EL PASO	ST	
119983	46 CAMPBELL 9 & 10 (6240 SQ FT)	MEUCHADIM OF TEXAS LTD	1001	MESA	ST	
120486	12 MILLS 66.05 FT ON STANTON BEG 93.033 FT N OF SAN ANTONIO & 37.53 FT IN REAR (5327 SQ FT)	BASSETT PARTNERS EP LLC	107	STANTON	ST	
120613	46 MILLS 51 FT ON LEON X 120 FT ON SAN ANTONIO NEC (6120.00 SQ FT)	EL PASO MASS TRANSIT DEPT BOARD	400	SAN ANTONIO	AVE	EX-XV
121762	7 HART ALL OF BLK & ALL OF BLK 20 OF MILLS (67600 SQ FT)	CITY OF EL PASO	201	FRANKLIN		EX-XV
123073	1 FRANKLIN HEIGHTS 14 & S 50 FT OF E 16 FT OF 13 & N 70 FT OF E 9 FT OF 13 (4430 SQ FT)	SUMMERSAULT PROPERTIES LLC	1026	MYRTLE	AVE	
123235	38 MILLS 20 FT ON SAN ANTONIO X 135 FT BEG 106 FT W OF NEC (2700 SQ FT)	COURTRON LLC	410 1/2	SAN ANTONIO	AVE	
123268	45 MILLS 40 FT ON LEON X 120 FT BEG 268.5 FT S OF NWC (4800.00 SQ FT)	THE CLEAN GROUP LP	328	LEON	ST	
123806	170 CAMPBELL W 1/2 OF 9 TO 11 (4740 SQ FT)	THE CLEAN GROUP LP	200	ANTHONY	ST	
123987	2 FRANKLIN HEIGHTS 17 TO 19 & WLY 12.5 FT OF 20 (10501.00 SQ FT)	WESTSTAR BANK	1001	MYRTLE	AVE	
124590	38 MILLS 39 FT ON STANTON X 130 FT BEG 78 FT N OF SWC (5070.00 SQ FT)	L & T REAL ESTATE LLC	112	STANTON	ST	
124767	34 MILLS 207 FT ON OREGON X 120 FT ON PAISANO SEC	BEST CHICKEN OF EL PASO LLC	119	PAISANO	DR	
125762	34 MILLS 102.00 FT ON EL PASO X 120.00 FT BEG 158.00 N OF SWC (12240.00 SQ FT)	HOLLAND SAL INC	402	EL PASO	ST	
126366	5 MILLS PT OF BLK BEG 139' S OF NWC (213.9' ON N-37'ON E-IRREG ON S-64.85' ON W & 5' ADJ ON S ABOVE 30.7'	EP OHM HOLDINGS LLC	209	MESA	ST	
126704	1 FRANKLIN HEIGHTS S 32.5 FT OF 15 & 16 (1625 SQ FT)	GOMEZ ROBERTO	311	OCTAVIA	ST	
127073	119 CAMPBELL 3 & 4 & N 4.5 FT OF 2 & S 16 FT OF 5 (9715 SQ FT)	TERAN PROPERTIES LLC	615	EL PASO	ST	
127133	RAILROADS 11 MI BRANCH LN & 24.091 MI SIDE TR OPER PROP IN CTY & ISD & LOTS 1 OF (BLKS 130 TO 132 CAMPBELL) (0.0002 AC)	EL PASO & SANTA FE RAILROAD	805	SANTA FE	ST	
127623	80 MAGOFFIN 11 TO 16 (13500 SQ FT)	ECONOMY CASH & CARRY INC	1109	OVERLAND	AVE	
128176	15 MILLS 21.5 FT ON EL PASO X 134 FT BEG 115 FT S OF NEC (2881 SQ FT)	THE ANDERSON IMMIGRATION LAW GROUP LLC	213	EL PASO	ST	
128691	33 MILLS 22.75 FT ON EL PASO X 134 FT BEG 86.667 FT S OF NEC	RIVERA ALICIA	309	EL PASO	ST	
128916	2 FRANKLIN HEIGHTS 24 TO 26 (9000 SQ FT)	ABA PROPERTIES LLC	1015	MYRTLE	AVE	
130223	149 CAMPBELL 19 & 20 (6245.00 SQ FT)	SANTOSCOY NORMAN R	316	STANTON	ST	
131093	33 MILLS 20.68 ON EL PASO X 134.00 FT BEG 211.51 FT S OF NEC (2771.12 SQ FT)	MARCEP GROUP LLC	321	EL PASO	ST	
131133	42 MILLS N 100 FT OF BLK (100 FT X 260 FT (26000 SQ FT)	THE CITY OF EL PASO	400	MAIN	DR	EX-XV
133208	34 MILLS 29.5 FT ON EL PASO X 120 FT BEG 134.20 FT S OF NWC	BORJAS LORENZO & GUADALUPE	310	EL PASO	ST	
135259	59 CAMPBELL 18 TO 20 & S 3.00 FT OF 17 (9720.00 SQ FT)	EL PASO VILLA MARIA INC	920	OREGON	ST	EX-XV
136471	5 MILLS 30.5 FT OF TEXAS X 42.7 FT ON W IRREG ON N 50.4 FT ON E BEG 86 FT E OF SWC (1371 SQ FT)	SANTOSCOY NORMAN R	105	TEXAS	AVE	
137092	46 MILLS 120 FT ON OVERLAND X 173 FT ON LEON SEC (20760 SQ FT)	CITY OF EL PASO	215	LEON	ST	EX-XV
137244	134 CAMPBELL 2 & N 7.666 FT OF 1 & S 8 FT OF 3 (5000.00 SQ FT)	ADRON PROPERTIES LLC	417	OREGON	ST	
137895	33 MILLS 43.333 FT ON EL PASO X 134 FT ON OVERLAND NEC	VILLANUEVA MIGUEL & JULIO	301	EL PASO	ST	
138124	46 CAMPBELL LOT 8 (3120 SQ FT)	MEUCHADIM OF TEXAS LTD	1005	MESA	ST	
138608	34 MILLS 35 FT ON OREGON X 120 FT BEG 260 FT S OF NEC	XICALI RAUL	223	OREGON	ST	
138677	7 MILLS 45.5 FT ON LEON X 120 FT BEG 328.50 FT S OF NEC (5460.00 SQ FT)	FLORES LUZ MARIA	331 1/2	LEON	ST	HS
138696	46 CAMPBELL LOT 7 (3120 SQ FT)	MEUCHADIM OF TEXAS LTD	1005	MESA	ST	
139364	200 CAMPBELL 1 TO 10 (31200 SQ FT)	DIPP REALTY TRUST	720	OVERLAND	AVE	
139708	223 CAMPBELL 11 TO 14 (12480 SQ FT)	GODINEZ ANTONIO	912	TEXAS	AVE	
139962	38 MILLS 40 FT ON SAN ANTONIO X 120 FT ON KANSAS NEC (4800 SQ FT)	VALLE DE BRAVO INVESTMENTS INC	420	SAN ANTONIO	AVE	
141079	32 MILLS 30 FT ON OVERLAND X 110 FT ON CHIHUAHUA NWC	CITY OF EL PASO	224	OVERLAND	AVE	EX-XV
141188	22 MILLS ALL OF BLK & CLSD ALLEY BTW (67600 SQ FT)	BANK OF TEXAS	500	MESA	ST	
142923	198 CAMPBELL 8 TO 10 & N 7.00 FT OF 7 (10200.00 SQ FT)	COUNTY OF EL PASO	530	OVERLAND	AVE	EX-XV
144563	51 MILLS 141.333 FT ON WESTERN X 85 FT ON ANTHONY SWC	AOL INVESTMENTS LLC	511	WESTERN	ST	
145212	34 MILLS 130 FT ON OREGON X 120 FT BEG 130 FT S OF NEC	CINCO SISTERS PROPERTIES LP	215	OREGON	ST	
146051	58 CAMPBELL 14 TO 16 (9360 SQ FT)	SILVA DIVERSIFIED INC	904	MESA	ST	
146395	23 MILLS 80 FT ON FRANKLIN X 95 FT BEG 40 FT W OF SEC	T & R CHEMICALS INC	315	FRANKLIN	AVE	
146853	46 CAMPBELL 1 TO 5 (14844 SQ FT)	BORJAS LORENZO & GUADALUPE	1021	MESA	ST	
148711	80 MAGOFFIN W 22.52 FT OF 7 & E 5 FT OF 8	PARRA MAURICIO Z & ROSA M	1119	OVERLAND	AVE	HS, OTHER
149189	3 FRANKLIN HEIGHTS 27 TO 32 (18000 SQ FT)	1031 FIRESTONE LLC	1025	TEXAS	AVE	
149528	74 CAMPBELL 13 & N 10 FT OF 14 (4320 SQ FT)	OLIVAR PHILLIP	804	OREGON	ST	
149659	118 CAMPBELL N 18 FT OF 16 (2160.00 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	612	EL PASO	ST	
150821	101 CAMPBELL 2 & N 1.00 FT OF 1 & S 25.5 FT OF 3 (6300.00 SQ FT)	GSJ FAM LP	619	OREGON	ST	
151581	35 MILLS 94.75' ON OVERLAND X 112' ON OREGON (10612.00 SQ FT)	YEK #4 LP	200	OVERLAND	AVE	
152317	37 MILLS 47 FT ON STANTON X 120 FT BEG 39.667 FT N OF SWC (5640 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	214	STANTON	ST	
153663	133 CAMPBELL N 24 FT OF 9 & S 2 FT OF 10 (3484.00 SQ FT)	EAST SMART CHOICE LLC	501	EL PASO	ST	
154362	100 CAMPBELL N 7.5 FT OF 8 & 7.25 FT OF 9 (1799.50 SQ FT)	KIM WON T	705	EL PASO	ST	
157541	36 MILLS 35 FT ON STANTON X 120 FT BEG 260 FT S OF NEC (4200 SQ FT)	ADRON PROPERTIES LLC	223 1/2	STANTON	ST	
158462	10 MILLS 110 FT ON MILLS X 130 FT ON KANSAS SEC (14300 SQ FT)	COURTON LLC	313	MILLS	AVE	
158754	216 CAMPBELL E 60 FT OF 1 TO 5	UTOPIA LLC	717	MAGOFFIN	AVE	
159791	46 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 30 FT E OF SWC (2600 SQ FT)	PACHECO MARIA I V	417	OVERLAND	AVE	
160764	117 CAMPBELL E 65.50 FT OF 19 & 20 (3432.00 SQ FT)	BORJAS LORENZO & GUADALUPE	209	FOURTH	AVE	
160922	38 MILLS 40 FT ON SAN ANTONIO X 140 FT BEG 66 FT W OF NEC (5600 SQ FT)	PRONTO MORTGAGE LLC	412	SAN ANTONIO	AVE	
161950	14 MILLS 48 FT ON EL PASO X 120 FT ON OVERLAND SWC (5760 SQ FT)	SCHONBERG JOANI	220	EL PASO	ST	
162174	Q SATTERTHWAITE ALL OF BLOCK (799,436 SQ FT)	CITY OF EL PASO		HENDERSONS TRIA		EX-XV
162938	45 MILLS 60 FT ON OVERLAND X 120 FT BEG 60 FT W OF NEC (7200 SQ FT)	CITY OF EL PASO	306	OVERLAND	AVE	EX-XV
162972	25 MILLS 35.5 FT ON CHIHUAHUA X 120 FT BEG 112 FT N OF SWC (4260 SQ FT)	OLIVAR PHILLIP & ELVA	202	CHIHUAHUA	ST	
163247	101 CAMPBELL 4 & 5 & N 0.50 FT OF 3 (6300.00 SQ FT)	ALBA RAYMUNDO JR	613	OREGON	ST	
163334	31 MILLS 159 FT ON CHIHUAHUA X 120 FT ON OVERLAND	LYNX INDUSTRIES LTD	301	OVERLAND	AVE	
163927	12 MILLS 8.87 FT ON SAN ANTONIO 100 FT ON W 54.44 FT ON N 93.03 FT ON STANTON (3222.11 SQ FT)	KOCHINDIO LLC	321	SAN ANTONIO	AVE	
164041	46 MILLS 15 FT ON OVERLAND X 86.67 FT ON DURANGO (1300.05 SQ FT)	CITY OF EL PASO	419	OVERLAND	AVE	EX-XV
164259	17 MILLS PT OF BLK BEG 68.14 FT NE OF SWC (76.31' ON ST - 91.00' ON SWLY -50.48' ON NWLY - IRREG ON NELY) (6202.31 SQ FT)	CITY OF EL PASO	127	PIONEER	PLZ	EX-XV
165057	74 CAMPBELL 19 & 20 & S 13.5 FT OF 18 (7860 SQ FT)	COHEVA GROUP LLC	820	OREGON	ST	
165097	144 CAMPBELL ELY PT OF 8 TO 10 (61.00 FT ON N 64.52 FT ON E - IRREG ON S - 78.00 FT ON W) (4564.02 SQ FT)	SISU ENVIRON DEVELOPMENT LLC-SERIES B	915	PAISANO	DR	
165846	36 MILLS 35.17 FT ON MESA X 120 FT BEG 218.17 FT N OF SWC (4224 SQ FT)	VALUTA CORPORATION	300	MESA	ST	
165966	1 SATTERTHWAITE 42 TO 46 & S 19.5 FT OF 41 (18240 SQ FT)	HOTEL DON QUIXOTE LTD	600	EL PASO	ST	
166281	40 MILLS UND 66.67% INT ON IMPS ONLY ON 240 FT ON TEXAS X 120 FT BEG 20 FT E OF NWC	122KPF LP	420	TEXAS	AVE	
167093	O CAMPBELL E 80 FT OF BLOCK (9600 SQ FT)	PEREA FAMILY REVOCABLE TRUST	902	OLIVE	AVE	
167448	149 CAMPBELL 15 & 16 (6240 SQ FT)	NADLER FAMILY LIMITED PARTNERSHIP	312	STANTON	ST	
168003	36 MILLS 39 FT ON OVERLAND X 86.667 FT BEG 81 FT W OF NEC (3380 SQ FT)	COMANCHE EP LLC	312	OVERLAND	AVE	
169529	32 MILLS W 30 FT OF E 60 FT OF N 100 FT OF W 1/2 OF BLK (3000.00 SQ FT)	CITY OF EL PASO	216	OVERLAND	AVE	EX-XV
170042	88 CAMPBELL 9 & 10 & N 8 FT OF 8 (7200 SQ FT)	SALOM GEORGE E FAMILY LMTD PTNSHP	701	OREGON	ST	
170360	26 & 27 MILLS ALL OF BLKS	CITY OF EL PASO	1	CIVIC CENTER PLAZA		EX-XV
170477	205 CAMPBELL 1 & 2 & S 1/2 OF 3 (7800 SQ FT)	SAYKLAY PROPERTIES LLC	911	OVERLAND	AVE	
170533	46 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 60 FT E OF SWC (2600.09 SQ FT)	CITY OF EL PASO	415	OVERLAND	AVE	EX-XV

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS		EXEMPTIONS
171649	12 MILLS 86.667 FT ON STANTON X 120 FT (10400.00 SQ FT)	JMKS INTERNATIONAL BUILDING LLC	119	STANTON	ST
171672	36 MILLS 60 FT ON OVERLAND X 86.667 FT BEG 60 FT E OF NWC (5200 SQ FT)	ROSEN RICHARD J ENTERPRISES	306	OVERLAND	AVE
171938	36 MILLS 90.5 FT ON MESA X 120 FT ON PAISANO SWC (10860 SQ FT)	ORELLANA BRUNO SR & RAMON Y	301	PAISANO	DR
172333	120 CAMPBELL PTS OF (BLK 99 & 121) & ADJ ALLYS & CLSD STS (301.89 FT ON N-IRREG ON E-878.59 FT ON W)	EL PASO ELECTRIC CO	601	SANTA FE	ST
173810	23 MILLS 32.5 FT ON MISSOURI X 60 FT IN NEC (1950 SQ FT)	MATER BAR CORP	310	MISSOURI	AVE
174073	12 MILLS WLY PT OF BLK & PT OF CLSD ALLEY BTW (120' ON NLY - IRREG ON ELY -190.48' ON SLY - 183.05' ON WLY) (30527.09 SQ FT)	J&M PROPERTIES LP	301	SAN ANTONIO	AVE
174805	80 MAGOFFIN 9 & 10 & W 20 FT OF 8 (6303.60 SQ FT)	FLORES ALBERT	1111	OVERLAND	AVE
175065	18 MILLS 47 FT ON EL PASO X 120 FT ON FRANKLIN NEC	PEARSON OFFICE COMPLEX LLC	419	EL PASO	ST
175700	45 MILLS 66 FT ON LEON X 120 FT BEG 308.5 FT S OF NWC (7920 SQ FT)	YELLOW BALLOON LP	332	LEON	ST
176768	34 MILLS 99.52 FT ON EL PASO X 117.42 FT ON OVERLAND & 24.53 FT X 15.24 FT IN REAR NWC (12067 SQ FT)	300SEP LLC TEXAS LIMITED LIABILITY CO	300	EL PASO	ST
176848	4 MILLS 61.333 FT ON N STANTON X 120 FT BEG 86.667 FT N OF SEC	HASIERAN LLC	209	STANTON	ST
176878	100 CAMPBELL N 15.25 FT OF 10 (2043 SQ FT)	CHANG RAE S	701	EL PASO	ST
179229	5 SATTERTHWAITE 1 TO 9 & S 17.5 FT OF 10 30225.00 SQ FT	BANK OF AMERICA NA	615	EL PASO	ST
179473	205 CAMPBELL W 60 FT OF 6 TO 10 (7800 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	916	SAN ANTONIO	AVE
179871	247 CAMPBELL 1 TO 5 (15600.00 SQ FT)	WESTSTAR BANK	601	STANTON	ST
180625	86 CAMPBELL 11 & 12 (6240 SQ FT)	ROSENBAUM FAMILY TRUST	700	MESA	ST
181807	79 MAGOFFIN S 28 FT OF 1 TO 3 (2100 SQ FT)	ESPARZA JORGE & ROSA M	115	HILLS	ST
185141	204 CAMPBELL 16 TO 20 (13936 SQ FT)	ECONOMY CASH & CARRY INC	1001	OVERLAND	AVE
185603	170 CAMPBELL LOT 13 (3240.0 SQ FT)	THE CLEAN GROUP LP	513	SAN ANTONIO	AVE
185842	204 CAMPBELL 11 TO 15 (15600 SQ FT)	SAYKLAY PROPERTIES LLC	1000	SAN ANTONIO	AVE
186806	227 CAMPBELL S PT OF N 58 FT OF 16 TO 20 (6272 SQ FT)	PAXTON JACK T & JUNE	214	VIRGINIA	ST
186896	37 MILLS 60 FT ON STANTON X 120 FT BEG 113.333 FT S OF NWC (7200 SQ FT)	ABOUD ABDOU M	210	STANTON	ST
187299	227 CAMPBELL S 110 FT OF 14 & 15 & S 62 FT OF 16 TO 20 (13780 SQ FT)	SAN FRANCISCO DISTRICT LLC	210	VIRGINIA	ST
188935	4 MILLS 60 FT ON MILLS X 100 FT BEG 60 FT W OF NEC (6000 SQ FT)	MARTIN BUILDING LLC	212 1/2	MILLS	AVE
188999	14 MILLS 48 FT ON SAN ANTONIO X 121 FT BEG 72 FT W OF NEC (5808.00 SQ FT)	EMMAUS VENTURES LLC	110	SAN ANTONIO	AVE
189222	117 CAMPBELL LOT 5 (3120 SQ FT)	MENDEZ ROMAN D	515	MESA	ST
190830	171 CAMPBELL LOT 8 (3120.0 SQ FT)	CITY OF EL PASO		ANTHONY	ST
191256	46 CAMPBELL E 35 FT OF 11 TO 13 (2730 SQ FT)	FRENCH HILDA L	208	EIGHTH	AVE
191277	133 CAMPBELL 7 & 8 & N 6 FT OF 6 & S 2 FT OF 9 (8040.00 SQ FT)	COLON SUR EP LLC	509	EL PASO	ST
192605	9 MILLS N 148.15 FT OF BLOCK (38518 SQ FT)	CH PROPERTY PARTNERS LLC	416	STANTON	ST
193386	100 CAMPBELL N 7 FT OF 7 & S 6 FT OF 8 (1742 SQ FT)	HMST FAMILY LP	707	EL PASO	ST
194529	79 MAGOFFIN 31.5 FT OF 1 TO 3 BEG 28 FT N OF SEC (2363 SQ FT)	RUIZ VIOLETA G & CRISTIAN A G	113	HILLS	ST
194581	100 CAMPBELL 1 & 2 & S 3.25 FT OF 3 (7403 SQ FT)	GSJ FAM LP	717	EL PASO	ST
194954	145 CAMPBELL 11 TO 16 (18720 SQ FT)	EL PASO MANAGEMENT GROUP LTD	300	OCHOA	ST
195454	32 MILLS 245.30 FT ON CHIHUAHUA X 120 FT ON SWC (29436 SQ FT)	CITY OF EL PASO	215	PAISANO	DR
196775					EX-XV
197474	222 CAMPBELL 1 TO 4 (12480 SQ FT)	MARIVANI L L C	801	MYRTLE	AVE
197868	160 CAMPBELL S 1/2 OF BLK & CLSD ALLEY (26520 SQ FT)	WILTEL COMMUNICATIONS LLC	501	OVERLAND	AVE
197973	69 MAGOFFIN PT OF FIRST ST CLSD & NW PT OF BLK 69 (EXC SELY PT) (72.69 FT ON W- 135.50 FT ON N- 26.43 FT ON E- IRREG ON S) (7922 SQ FT)	MARTINEZ RAUL G	1001	PAISANO	DR
198062	212 CAMPBELL 6 & W 19 FT OF 7 (5400 SQ FT)	TRONCOSO RODOLFO A	815	OLIVE	AVE
198243	247 CAMPBELL 6 TO 10 (15600.00 SQ FT)	MSDW BUILDING EL PASO LP	641	STANTON	ST
198396	58 CAMPBELL 11 TO 13 (9360 SQ FT)	SILVA DIVERSIFIED INC	304	SEVENTH	AVE
198407	118 CAMPBELL 2 & N 1 FT OF 1 & S 3 FT OF 3 (3600 SQ FT)	HOUNG SU HUA	517	OREGON	ST
198663	45 MILLS 30.333 FT ON CHIHUAHUA X 120 FT BEG 333.667 FT S OF NEC	RODRIGUEZ ROMELIA M & MUNIZ SOLEDAD	327	CHIHUAHUA	ST
198707	103 CAMPBELL N 18 FT OF 15 & W 60 FT OF S 8 FT OF 15 & W 60 FT OF N 6.5 FT OF 16 (3030.00 SQ FT)	DELGADO C M	612	MESA	ST
200047	202 CAMPBELL N 120 FT OF BLK INC ALY (31200 SQ FT)	DIPP REALTY TRUST	900	OVERLAND	AVE
200173	206 CAMPBELL LOT E 57.58' OF N 6.63' OF 8 & E 57.58' OF 9 & 10	ORO INVESTMENTS LLC	830	SAN ANTONIO	AVE
200315	25 MILLS E 1/2 OF BLK & CLSD ALY (120 FT ON SAN ANTONIO - 224 FT ON SANTA FE - 120 FT ON OVERLAND - 224 FT ON W)	FIRST GROUP SERVICES INC	200	SAN ANTONIO	AVE
201294	35 MILLS 26 FT ON OREGON X 120 FT BEG 112 FT S OF NWC (3120 SQ FT)	PEREZ FRANCISCO	208	OREGON	ST
201575	39 MILLS NEC OF BLK 150 FT ON TEXAS X 115 FT ON KANSAS EXC 193.91 SQ FT IN SWC (17250 SQ FT)	ORO INVESTMENTS LLC	320	TEXAS	AVE
201983	31 MILLS SW PT OF BLK (IRREG ON N - 81.67' ON E - 79' ON S - 83.6' ON W) (6541.73 SQ FT)	LYNX PROPERTIES LTD	315	OVERLAND	AVE
203018	33 MILLS 43.333 FT ON EL PASO X 134 FT BEG 275.16 FT S OF NEC	GNIAZDOWITZ GIL M	405	EL PASO	ST
203355	25 MILLS 16.5 FT ON OVERLAND X 112 FT BEG 55 FT E OF SWC (1848 SQ FT)	LUCMOR LLC	217	OVERLAND	AVE
204814	216 CAMPBELL E 52 FT OF 6 TO 10 (6760 SQ FT)	MORALES & DEKOATZ LLC	718	MYRTLE	AVE
205403	6 MILLS 112 FT ON OREGON X 120 FT ON E (13440 SQ FT)	MONTWOOD PROPERTIES INC	105	OREGON	ST
206087	206 CAMPBELL E 52' OF (11 TO 15) & W 36.666 FT OF (6 TO 10) (10640.0 SQ FT)	ORO INVESTMENTS LLC	810	SAN ANTONIO	AVE
206200	148 CAMPBELL 2 TO 19 & N PT OF 1 & 20 & CLSD ALLEY (63865.0735 SQ FT)	OUR LADY'S YOUTH CENTER	307	CAMPBELL	ST
206917	203 CAMPBELL PT OF BLK 203 & PT OF T & P RR CO (39323.00 SQ FT)	ECONOMY CASH & CARRY INC	1000	OVERLAND	AVE
207080	37 MILLS 36 FT ON OVERLAND X 113.333 FT ON KANSAS NEC (4080.00 SQ FT)	BELCLAIRE REALTY LTD	420	OVERLAND	AVE
207255	2 FRANKLIN HEIGHTS 27 & 28 (6000 SQ FT)	RUBIO DANIEL A & HOLTZ LETICIA M	1021	MYRTLE	AVE
207395	36 MILLS 40 FT ON OVERLAND X 86.667 FT BEG 41 FT W OF NEC	LUHANSK EP LLC	318	OVERLAND	AVE
208030	212 CAMPBELL 16 TO 20 (15600.00 SQ FT)	EL PASO PARK A LOT LP		MAGOFFIN	AVE
208283	44 MILLS PT OF UNOPENED KANSAS STREET (54.96 FT ON ST- IRREG ON WLY- 4.30 FT ON NLY-118.30 FT ON ELY)	UNITED STATES OF AMERICA (TR)			EX-XV
208521	117 CAMPBELL 3 & 4 (6240 SQ FT)	JB4 PROP LP	517	MESA	ST
208988	101 CAMPBELL S 17.4375 FT OF 17 & N 17.71 FT OF 18 (4252.00 SQ FT)	SALOM GEORGE E FAMILY LD PRTSH	712	EL PASO	ST
209685	1 SATTERTHWAITE 37 TO 40 & N 5.5 FT OF 41 (12660 SQ FT)	UNKNOWN OWNER	626	EL PASO	ST
210228	215 CAMPBELL 16 & W 8.75 FT OF 15 (4170 SQ FT)	MARTINEZ GUSTAVO R	808	MYRTLE	AVE
210934	209 CAMPBELL ALL OF BLK (67600 SQ FT)	COUNTY OF EL PASO	500	SAN ANTONIO	AVE
211032	118 CAMPBELL S 8 FT OF 18 & N 9.5 FT OF 19 (2100 SQ FT)	DOW SARA & MARIAN		EL PASO	ST
211678	46 CAMPBELL 35 FT OF 11 TO 13 BEG 50 FT E OF NWC (2730 SQ FT)	LANDEROS FELIX	204	EIGHTH	AVE
212024	7 MILLS 48 FT ON ALLEY X 60 FT BEG 120 FT S OF OVERLAND & 5 FT X 6 FT ON W (2910.00 SQ FT)	SOTOAK REALTY LLC	412	DURANGO	ST
212210	74 CAMPBELL 11 & 12 (6240 SQ FT)	ANISTRUM INVESTMENTS LTD	800	OREGON	ST
212303	11 MILLS ALL OF BLK (EXC SWC) (52553.92 SQ FT)	MILLS PLAZA PROPERTIES VII LP	221	KANSAS	ST
212599	201 CAMPBELL SLY 140 FT OF (BLKS 201 & 202 & ALLEY & CLOSED ST BTW) (82611.53 SQ FT)	BLK INVESTMENTS 2 FAMILY LP	811	1ST	AVE
213078	15 MILLS N 99 FT OF W 60 FT & E 60 FT OF W 120 FT OF BLK 15	CITY OF EL PASO	120	SAN ANTONIO	AVE
213163	222 CAMPBELL N 41 FT OF 10 & N 41 FT OF E 1/2 OF 9 (1599 SQ FT)	TPGTX LLC	149	ST VRAIN	ST
214035	35 MILLS 76 FT ON OVERLAND X 108.5 FT ON MESA EXC 16 FT X 21.8333 FT IN REAR NEC OF BLK (7896 SQ FT)	GATDZ GROUP LLC	216	OVERLAND	AVE
215621	118 CAMPBELL N 23 FT OF 3 & S 17 FT OF 4 (4800 SQ FT)	OREGON STREET INC	511 1/2	OREGON	ST
216707	170 CAMPBELL E 1/2 OF 9 TO 11 (4740.00 SQ FT)	THE CLEAN GROUP LP	510	WESTERN	ST
216827	223 CAMPBELL 18 TO 20 (9360 SQ FT)	AVENIDA TEXAS LLC	904	TEXAS	AVE
218001	46 CAMPBELL FRC 15 & 16 EXC RR R/W (3380 SQ FT)	GONZALEZ GLORIA & 17	1008	OREGON	ST
218022	17 MILLS NELY PT OF BLK & A PT. OF ST (126.0 FT ON NELY - 121.77 FT ON SELY - IRREG ON SWLY- 87.76 FT ON NWLY) (13388.41 SQ FT)	MILLS PLAZA PROPERTIES LP	333	OREGON	ST
218029	45 MILLS 42 FT ON CHIHUAHUA X 120 FT BEG 120 FT S OF NEC (5040 SQ FT)	CITY OF EL PASO	311	CHIHUAHUA	ST
218447	86 CAMPBELL LOT 13 (3120 SQ FT)	ROSENBAUM FAMILY TRUST	704	MESA	ST
218709	46 MILLS E 15 FT OF W 30 FT OF S 86.67 FT OF BLK (1300.05 SQ FT)	CITY OF EL PASO	421	OVERLAND	AVE
219869	59 CAMPBELL 1 TO 5 (15600 SQ FT)	COHEVA GROUP LLC	911	MESA	ST
					EX-XV

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS		EXEMPTIONS
220205	51 MILLS PT OF BLK 51 BEG 82.25' NE OF NWLY COR (58.21' ON ST-135.09' ON ELY-62.02' ON SLY-141.28' ON WLY) (8289.13 SQ FT)	CREATIVE KIDS INC	504	SAN FRANCISCO AVE	EX-XV
221609	5 1/2 MILLS SELY PT OF BLK (58.67' ON MESA- 93.50' ON SAN ANTONIO-63.92' ON WLY-IRREG ON NLY) (5752.14 SQ FT)	101 N MESA LTD PARTNERSHIP	101	MESA ST	
223019	119 CAMPBELL 1 & S 21.5 FT OF 2 (6365 SQ FT)	SALAS RICHARD & RUBEN & 2	623	EL PASO ST	
223203	133 CAMPBELL 12 & 13 & S 2 FT OF 11 & N 17 FT OF 14 (8520.00 SQ FT)	SALOM IRMA	400	SANTA FE ST	
224207	223 CAMPBELL 8 TO 10 (9360 SQ FT)	MORENO LUZ M	915	MYRTLE AVE	
225083	247 CAMPBELL 15 TO 20 & S 9 FT OF 14 (19800 SQ FT)	WESTSTAR BANK	600	MESA ST	
225247	136 CAMPBELL 19 & 20 (6240.00 SQ FT)	ALAMEDA GROUP LLC	422	MESA ST	
225291	3 MILLS 60 FT ON N STANTON X 120 FT ON MAIN NEC (7200 SQ FT)	BULNIT INC	321	STANTON ST	
225496	40 MILLS 141.5 FT ON MYRTLE X 120 FT BEG 98.5 FT W OF SEC (16980.00 SQ FT)	FRANKLIN DAVID G CORP OF 1883	401	MYRTLE AVE	
225764	45 MILLS 131.27 FT ON CHIHUAHUA BEG 364 FT OF NEC (120 FT ON N 117.36 FT ON W 120.8 FT ON S)	CITY OF EL PASO	301	PAISANO DR	EX-XV
225771	118 CAMPBELL S 2.45 FT OF 12 & N 11.55 FT OF 13 (1680 SQ FT)	JAMES A DICK CO	604	EL PASO ST	
225819	86 CAMPBELL 17 & 18 6240.00 SQ FT	SOUTHSIDE LOW INCOME CORP	714	MESA ST	EX-XV
226754	2 FRANKLIN HEIGHTS 29 & 30 (HOMESITE)(2000.00 SQ FT)	FUENTES MARIA	1023	MYRTLE AVE	HS, OTHER
227478	88 CAMPBELL N 17 FT OF 7 & S 18 FT OF 8 (4200.00 SQ.FT)	SOUTHSIDE LOW INCOME DEVELO	705	OREGON ST	EX-XV
229628	222 CAMPBELL 17 & W 22.5 FT OF 16 (5820 SQ.FT)	NADLER FAMILY LP	806	TEXAS AVE	
230045	43 MILLS N 1/2 OF BLK EXC RRR/W) 89.65' ON NW 260 'ON N 89.43' ON E 119.44' ON S 7.18' ON W 20.66' ON S 7.18' ON E 119.90' ON S	CH PROPERTY PARTNERS LLC	400	FRANKLIN AVE	
230858	75 CAMPBELL 11 TO 20 (31200 SQ FT)	JRV PROPERTIES	800	MESA ST	
231408	23 MILLS 39.25 FT ON STANTON X 120 FT BEG 90.7 FT S OF NWC (4710 SQ.FT)	NEBHAN JOSEPH M	510	STANTON ST	
231569	14 MILLS 120.00 FT ON SAN ANTONIO X 98.33 FT ON EL PASO (11800.40 SQ FT)	MILLS PLAZA PARKING II LP	104	SAN ANTONIO AVE	AB
231812	7 MILLS PT OF BLK BEG 101.06 FT S OF NWC (60 FT ON ST- IRREG ON N- 64 FT ON E- 60 FT ON S) (3781 SQ FT)	GUILLEN GILBERTO	406	DURANGO ST	
232074	223 CAMPBELL 15 & E 1/2 OF 16 (4680 SQ FT)	GODINEZ ANTONIO	910	TEXAS AVE	
233034	215 CAMPBELL 5 & E 24 FT OF 4 (6000 SQ FT)	UTOPIA LLC	809	MAGOFFIN AVE	
234038	35 MILLS 86.667 FT ON MESA X 120 FT BEG 173.667 FT S OF NEC	GALLARDO JOSE A	215	MESA ST	
234456	7 MILLS 25.333 FT ON DURANGO X 120 FT BEG 162 FT S OF NWC EXC 6 FT X 65 FT IN NEC (3040 SQ.FT)	GUILLEN GILBERTO	414	DURANGO ST	
234788	205 CAMPBELL 5 & N 6.25 FT OF 4 (3870 SQ.FT)	ARMENDARIZ SERGIO	113	ST VRAIN ST	
234995	25 MILLS 48.5 FT ON OVERLAND X 112 FT (BEG 71.5 FT E OF SWC) (5432 SQ.FT)	FIRST GROUP SERVICES INC	215	OVERLAND AVE	
235380	100 CAMPBELL 12 & S 1.00 FT OF 11 & N 8.00 FT OF 13 (4200.00 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	702	SANTA FE ST	
235531	134 CAMPBELL S 18.33 FT OF 1 & N 64.67 FT OF CLSD ST ADJ ON S (9960.00 SQ FT)	RAMOS RICARDO	423	OREGON ST	
236137	135 CAMPBELL 13 TO 20 & W 75.75 FT OF 12 & W 75.75 FT OF S 2 FT OF 11 (27081.00 SQ FT)	MILO TX3 LLC	400	OREGON ST	
237109	O CAMPBELL 94.5 FT ON OLIVE BEG 90.5 FT W OF NEC 107.92 FT ON SE 103.77 ON SAN ANTONIO (10003 SQ.FT)	BGMR INVESTMENTS INC A TX CORP	1013	SAN ANTONIO AVE	
238160	160 CAMPBELL 80 FT ON SAN ANTONIO X 102 FT ON DURANGO NEC (8160 SQ.FT)	HUN SEO	500	SAN ANTONIO AVE	
238688	46 CAMPBELL PT OF 1 & PT OF 13 TO 20 (147.25 ON OREGON ST 255.96 FT ON N 136.16 FT ON S 55.41 FT ON E)	SIN FRONTERAS ORGANIZING PROJ (CS)		OREGON ST	EX-XV
238966	46 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 90 FT E OF SWC (2600 SQ.FT)	CITY OF EL PASO	409	OVERLAND AVE	EX-XV
239250	33 MILLS 40 FT X 120 FT BEG 209.16 FT S OF NWC	RED BALLOON LP	318	SANTA FE ST	
239340	24 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 60 FT W OF SEC (2600 SQ.FT)	LR MANAGEMENT LLC	315	OVERLAND AVE	
240073	146 CAMPBELL 4 TO 10 (21840 SQ.FT)	BLK INVESTMENTS 2 FAMILY LP	301	OCHOA ST	
240383	134 CAMPBELL 19 & 20 & S 8.00 FT OF 18 (7200.00 SQ.FT)	JABALIE VIRGINIA & MARY L	516	EL PASO ST	
240499	216 CAMPBELL W 30 FT OF 16 TO 20 (3900 SQ.FT)	PRESTIGIO PROPERTIES VIII LLC	701	MAGOFFIN AVE	
241117	45 MILLS 60 FT ON OVERLAND X 99 FT ON CHIHUAHUA NEC (5940.00 SQ.FT)	CITY OF EL PASO	305	CHIHUAHUA ST	EX-XV
242111	34 MILLS 25 FT ON EL PASO X 120 FT BEG 133 FT N OF SWC	TEX-SANTA FE LLC	408	EL PASO ST	
242604	11 MILLS SWC OF BLK (160.57 FT ON S- 129.89 FT ON W-144.07 FT ON N-IRREG ON E) (19890.38 SQ.FT)	BASSETT PARTNERS EP LLC	301	TEXAS AVE	
242730	7 MILLS 60 FT ON OVERLAND X 120 FT BEG 60 E OF NWC & 60 FT ON OVERLAND LAND X 73.5 FT ON DURANGO NWC	SOTOAK REALTY LLC	414	OVERLAND AVE	
243528	87 CAMPBELL 9 & 10 & N 8 FT OF 8 (7200 SQ.FT)	SOUTHSIDE LOW INCOME HOUSING	701	MESA ST	EX-XV
244349	117 CAMPBELL W 34 FT OF 19 & 20 (1768 SQ.FT)	BORJAS LORENZO & GUADALUPE	520	OREGON ST	
245030	34 MILLS 25 FT ON EL PASO X 120 FT BEG 108 FT N OF SWC (3000 SQ.FT)	TEX-STANTON LLC	410	EL PASO ST	
245272	24 MILLS 40 FT ON SAN ANTONIO X 130 FT BEG 80 FT W OF NEC (5200 SQ.FT)	CAPLES LAND COMPANY LLC	314	SAN ANTONIO AVE	
245459	134 CAMPBELL 4 TO 9 & N 18 FT OF 3 & S 1 FT OF 10 (21000.00 SQ.FT)	CHEW DIN REAL ESTATE COMPANY	120	PAISANO DR	
245979	45 MILLS 56 FT ON CHIHUAHUA X 120 FT BEG 212 FT S OF NEC	CITY OF EL PASO	321	CHIHUAHUA ST	EX-XV
248712	245 CAMPBELL 1 TO 5 EXC TRIA IN E PT OF 5 & 13 TO 20 EXC TRIA IN E PT OF 13 & ALY CLSD BTW 1 TO 5 & 16 TO	LANDSTAR DOWNTOWN EP LLC	409	MISSOURI AVE	
249392	100 CAMPBELL 19 & 20 & S 8.00 FT OF 18 (7200.00 SQ.FT)	SANTA ANA MARIA	730	SANTA FE ST	
249404	2 FRANKLIN HEIGHTS 31 & 32 (6000 SQ.FT)	FERNANDEZ ALEJANDRO	1025	MYRTLE AVE	
249618	38 MILLS 26 FT ON SAN ANTONIO X 120 FT BEG 40 FT W OF NEC & 20 FT X 66 FT BEG 120 FT S OF NEC	FRED LOYA INSURANCE AGENCY INC	416	SAN ANTONIO AVE	
249969	36 MILLS 52 FT ON STANTON X 120 FT BEG 156 FT N OF SEC (6240 SQ.FT)	RIVER OAKS PROPERTIES LTD	305	STANTON ST	
251329	231 CAMPBELL ALL OF BLK (EXC W 78 FT OF N 41 FT OF NWC & TRIA IN SEC) & ALLEY (65343.76 SQ.FT)	PEOPLE OF THE STATE OF TEXAS	401	FRANKLIN AVE	EX-XV
252024	36 MILLS 111.33 FT ON STANTON X 120.00 FT BEG 86.67 FT S OF NEC (13360.00 SQ.FT)	CARRANZA JOSE L & CARRANZA GABRIELA	205	STANTON ST	
252660	206 CAMPBELL E PT OF 6 TO 8 (65.37''' ON ST - 67.51' ON SLY - IRREG ON WLY - 54.69' ON NLY) (4235.38 SQ.FT)	ORO INVESTMENTS LLC	109	VIRGINIA ST	
253149	222 CAMPBELL 7 & E 1/2 OF 6 (4680 SQ.FT)	RAGO JEFFREY & CHRISTINE R	813	MYRTLE AVE	
253240	42 MILLS 5160 FT OF BLK & CLSD ALY (260 FT X 160 FT)	THE CITY OF EL PASO	401	MILLS AVE	EX-XV
253250	32 MILLS 50 FT ON SANTA FE X 120 FT ON PAISANO SEC	CITY OF EL PASO		FIRE STATION	EX-XV
253864	118 CAMPBELL LOT 15 (3120.00 SQ.FT)	CHO YONG IN & CHO HYON SUK	610	EL PASO ST	
254156	41 MILLS E 240 FT OF S 1/2 OF BLK (28800 SQ.FT)	CITY OF EL PASO	200	KANSAS ST	EX-XV
254830	3 MILLS 120 FT ON MILLS X 200 FT ON N STANTON SEC (24000 SQ.FT)	UNITED STATES POSTAL SERVICE	219	MILLS AVE	EX-XV
255145	199 CAMPBELL 1 TO 20 (62400 SQ.FT)	CITY OF EL PASO	222	CAMPBELL ST	EX-XV
255546	103 CAMPBELL 13 & 14 (6240.00 SQ.FT)	ALFATRIX INVESTMENTS LLC	610	MESA ST	
255797	38 MILLS PT OF BLK BEG 79.00 FT E OF NWC (20.00 FT ON ST- 125.00 FT ON E- 21.69 FT ON S- 116.60 FT ON W) (2138.80 SQFT)	KEMP JOHN P JR	406	SAN ANTONIO AVE	
256099	88 CAMPBELL S 17 FT OF 17 & N 18 FT OF 18 (4200 SQ.FT)	KIM SUK M & SOOK H	816	EL PASO ST	
256169	1 FRANKLIN HEIGHTS 20 & 21 (6000 SQ.FT)	EL PASO ELECTRIC CO	1109	MAGOFFIN AVE	
256386	38 MILLS 160 FT ON OVERLAND X 120 FT ON KANSAS & IRREG ON NW SEC (18028.00 SQ.FT)	EL PASO PARK A LOT LP	419	OVERLAND AVE	
258222	2 MILLS LOT 10 (10400.00 SQ.FT)	MILLS PLAZA PROPERTIES VIII LP	414	OREGON ST	
258233	133 CAMPBELL S 17 FT OF 17 & N 13 FT OF 18 (3600.00 SQ.FT)	URBINA VICTOR	414	SANTA FE ST	
258519	87 CAMPBELL 14 TO 20 & S 20.5 FT OF 13 (24,300.00 SQ.FT)	MILO TX2 LLC	708	OREGON ST	
258928	101 CAMPBELL N 25.00 FT OF 10 (3000.00 SQ.FT)	SALOM OLGA M BROCKHAUS	114	FOURTH AVE	
259286	23 MILLS 35 FT ON STANTON X 120 FT BEG 60 FT N OF SWC (4200 SQ.FT)	PROPERTY HAIFA LLC	506	STANTON ST	
259421	4 MILLS 60 FT ON MILLS X 112 FT ON N STANTON & ADJ 12 FT X 60 FT TO ALY NEC (7440 SQ.FT)	MARTIN BUILDING LLC	215	STANTON ST	
260130	215 CAMPBELL 17 EXC PT NWC (2 FT ON ST 35 FT ON E 2.25 FT ON S 35 FT ON W) (3050 SQ.FT)	ROTH ALLEN & ANITA	806	MYRTLE AVE	
261842	40 MILLS 98.5 FT ON MYRTLE X 120 FT ON CAMPBELL SEC (11820 SQ.FT)	FRIEDMAN KARL & SCHERR JAMES F & 3	125	CAMPBELL ST	
261877	119 CAMPBELL 15 & 16 & S 9 FT OF 14 & N 9 FT OF 17 (8400 SQ.FT)	LANESTONE I LLC	608	SANTA FE ST	
261913	O CAMPBELL 38.4 FT ON SAN ANTONIO BEG 80 FT OF SEC 107.92 FT ON NW 10.5 FT O OLIVE 116.92 FT ON E	GONZALEZ ESPERANZA	1015	SAN ANTONIO AVE	
263289	TEXAS & PACIFIC RESERVATION IMPS ONLY	PITTSBURG PLATE GLASS CO	1106	OVERLAND AVE	
264215	5 MILLS 68.73 FT ON OREGON 85.70 FT ON TEXAS IRREG ON E 91.17 FT ON N SWC (5219.70 SQ.FT)	NATIONAL AMERICAN INVESTMEN	200	OREGON ST	
265189	21 MILLS 11 TO 15 (15600 SQ.FT)	HUNT OREGON LLC	510	OREGON ST	
265568	130 CAMPBELL 4 TO 8 (EXC W TRIA OF 8) & W 1/2 OF LEON ST CLSD ADJ & TRIA IN RRRSV & W 75 FT OF 11 TO 14 & E 35 FT OF LEON ST ADJ (31803.16 SQ.FT)	VASQUEZ HOLDING GROUP LLC	314	PAISANO DR	
265761	118 CAMPBELL N 17 FT OF 7 & S 11 FT OF 8 (3360 SQ.FT)	BERG INVESTMENT CO INC	507	OREGON ST	
266337	149 CAMPBELL 11 & 12 (6240 SQ.FT)	4MAT FAMILY LP	300	STANTON ST	
266779	170 CAMPBELL LOT 12 (3120.00 SQ.FT)	THE CLEAN GROUP LP	120	ANTHONY ST	
266886	149 CAMPBELL 13 & N 0.5 FT OF 14 (3180 SQ.FT)	NADLER FAMILY LIMITED PARTNERSHIP	304	STANTON ST	

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
267011	74 CAMPBELL 15 TO 17 & S 16 FT OF 14 & N 12.5 FT OF 18 (12780 SQ FT)	COHEVA GROUP LLC	812	OREGON	ST	
268261	37 MILLS 120 FT ON OVERLAND X 113.333 FT ON STANTON NWC (13600 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	200	STANTON	ST	
269492	3 FRANKLIN HEIGHTS 17 TO 20 (12000 SQ FT)	ENERGY WORKS LLC	1001	TEXAS	AVE	
269886	18 MILLS 39.667 FT ON EL PASO X 120 FT BEG 47 FT S OF NEC (4760 SQ FT)	PEARSON OFFICE COMPLEX LLC	417	EL PASO	ST	
270409	33 MILLS 42.95 FT ON SANTA FE X 120 FT BEG 211.22 FT N OF SWC	BEL CLAIRE REALTY LTD	360	SANTA FE	ST	
270945	206 CAMPBELL 53.5 FT OF 11 TO 15 BEG 24.5 FT E OF NWC (6420 SQ FT)	ORO INVESTMENTS LLC	802	SAN ANTONIO	AVE	
271224	59 CAMPBELL 15 & 16 & N 23 FT OF 17 & W 1/2 OF 11 TO 14 15240 SQ FT	COHEVA GROUP LLC	900	OREGON	ST	
272715	227 CAMPBELL 1 TO 5 (15600 SQ FT)	CITY OF EL PASO	801	TEXAS	AVE	EX-XV
272918	34 MILLS 26.333 FT ON EL PASO X 120 FT BEG 260 FT S OF NWC	MILLS PLAZA PROPERTIES DIVEST LP	320	EL PASO	ST	
273022	226 CAMPBELL 1 TO 3 (9360 SQ FT)	ESPERANTO PROPERTIES LLC	901	TEXAS	AVE	
274457	33 MILLS 42.5 FT ON EL PASO X 134 FT BEG 318.49 FT S OF NEC	MESA FOOD GTS LLC	409	EL PASO	ST	
274690	118 CAMPBELL N 14 FT OF S 16.45 FT OF 12 (1680 SQ FT)	BORJAS INVESTMENTS LLC	602	EL PASO	ST	
275003	18 MILLS 79.5 FT ON FRANKLIN X 78.667 FT BEG ON NWC (6254.03 SQ FT)	PEARSON RAY & ROBERT T	216	FRANKLIN	AVE	
275402	133 CAMPBELL PT OF 3 & 4 BEG 11.10 FT N OF SEC OF 3 (IRREG ON S-17.55 FT ON W -134.00 FT ON N- 15.05 FT ON E) (2228.00 SQ FT)	REALTY EMPIRE R8A LLC	519	EL PASO	ST	
276218	226 CAMPBELL 8 & E 4 FT OF 7 (3600 SQ FT)	AVENIDA TEXAS LLC	915	TEXAS	AVE	
277512	34 MILLS 83.02 FT ON OVERLAND X 115.2 FT ON OREGON NEC (9565 SQ FT)	IEK # 1 LP	118	OVERLAND	AVE	
277725	JUAN MA PONCE DE LEON SURV PT OF SURV & W PT OF BLK 130 CAMPBELL (403.13' ON ST-94.47' ON ELY-IRREG ON SLY-133.18' ON WLY) (DOWNTOWN MANAGEMENT DI	GOLDCROSS PROPERTIES	500	PAISANO	DR	
278007	36 MILLS 127.67 FT ON MESA X 120 FT BEG 90.5 FT N OF SWC (15320 SQ FT)	BELCLAIRE REALTY LTD	306	MESA	ST	
278276	133 CAMPBELL 15 & 16 & S 9 FT OF 14 & N 9 FT OF 17 (8400.00 SQ FT)	AL-HANNA SALAH & ELIAS WILLIAM A JR	410	SANTA FE	ST	
278826	5-1/2 MILLS 40 FT ON OREGON X 61.667 FT ON SAN ANTONIO X 66 FT ON TEXAS	LEGATE CO TEXAS LLC	201	SAN ANTONIO	AVE	
278930	7 MAGOFFIN HOMESTEAD LOT 1 (7000 SQ FT)	PIEDRA MARIA R & MARTHA E	1103	SAN ANTONIO	AVE	HS
279086	116 CAMPBELL LOT 18 (3120 SQ FT)	LAM JINNY K	518	MESA	ST	
279626	132 CAMPBELL 7 TO 9 & S 2 FT OF 10 (EXC NLY TRIA) (9487.50 SQ FT)	BELCAIRE REALTY LTD	401	SANTA FE	ST	
281043	7 MILLS 56 FT ON LEON X 120 FT BEG 212 FT S OF NEC (6720 SQ FT)	ANNUNCIATION HOUSE INC	325	LEON	ST	EX-XV
281767	13 MILLS 21.5 FT ON OREGON X 78 FT BEG 40.1667 FT N OF SWC (1677 SQ FT)	FAMAR PROPERTIES & INVESTMENT INC	116	OREGON	ST	
282986	80 MAGOFFIN 6 & E 2.48 FT OF 7 (2475.00 SQ FT)	BARRAZA CARLOS & SOLEDAD	1121	OVERLAND	AVE	HS, OTHER
283211	34 MILLS 24.53 FT ON EL PASO X 101.88 FT BEG 99.667 FT S OF NWC (2499 SQ FT)	300SEP LLC TEXAS LIMITED LIABILITY CO	308	EL PASO	ST	
284117	33 MILLS 29.44 FT ON SANTA FE X 120 FT BEG 181.78 FT N OF SWC	RED BALLOON LP	364	SANTA FE	ST	
284496	133 CAMPBELL S 13 FT OF 18 & N 17 FT OF 19	HERRERA MARTIN E & ALICIA S (LE)	416	SANTA FE	ST	
285367	3 FRANKLIN HEIGHTS N 104.94 FT OF 1 TO 16 & 11 TO 16 & E .5 FT OF 17 IN 226 CAMP & STBTW & STRIP 17.26' X 626.95' O	ANGE INVESTMENTS LLC	205	ANGE	ST	
286285	7 MILLS 30 FT ON DURANGO X 120 FT BEG 303.333 FT S OF NWC (3600 SQ FT)	GARCIA LUIS	424	DURANGO	ST	
286378	134 CAMPBELL S 4 FT OF 16 & N 11.60 FT OF 17 (1872.00 SQ FT)	SANCHEZ SONIA & SOTO SILVIA	510	EL PASO	ST	
286671	23 MILLS PT OF BLK BEG 169.25 FT NW OF SWC (90.75 FT ON STANTON- 87.5 FT ON NW- IRREG ON N- 120 FT ON E (8940.0 SQ FT)	T & R CHEMICALS INC	516	STANTON	ST	
286829	149 CAMPBELL S 25.5 FT OF 14 (3060 SQ FT)	RELDAN PARTNERS L P	308	STANTON	ST	
287938	103 CAMPBELL E 55.00 FT OF 11 (1430.00 SQ FT)	DELGADO CORINA M	306	FOURTH	AVE	
288869	36 MILLS 64.85 FT ON MESA X 120 FT BEG 81.667 FT S OF NWC EXC 5 FT X 60 FT IN NEC (7482 SQ FT)	ROSEN RICHARD J ENTERPRISES	206	MESA	ST	
290456	215 CAMPBELL 13 & E 9.25 FT OF 14 (4230 SQ FT)	MARTINEZ GUSTAVO R	814	MYRTLE	AVE	
292775	5 1/2 MILLS 46.56 FT ON SAN ANTONIO BEG 61.667 FT E OF SWC	SALOM OLGA M B	207	SAN ANTONIO	AVE	
295431	12 MILLS 30.24 FT ON STANTON X 120 FT BEG 86.667 FT S OF NEC & 15.667 FT IN REAR (2755 SQ FT)	BASSETT PARTNERS EP LLC	113	STANTON	ST	
295943	31 MILLS 41 FT ON OVERLAND X 86.667 FT BEG 79 FT E OF SWC	LYNX INDUSTRIES LTD	311	OVERLAND	AVE	
297846	51 MILLS 50 FT ON SAN FRANCISCO X 122.333 FT ON DURANGO NEC (6117 SQ FT)	MALAHAT HOLDINGS LLC	500	SAN FRANCISCO	AVE	
298531	13 MILLS N 50 FT OF S 111.667 FT & E 42 FT OF S 61.667 FT OF W 120 FT OF BLK	LORE CORP	114	OREGON	ST	
298606	4 MILLS 50 FT ON MILLS X 86.667 FT ON MESA NWC (W 50 FT OF 22) (4334 SQ FT)	MILLS PLAZA PROPERTIES IX LP	230	MESA	ST	
298850	147 CAMPBELL ALL OF BLK EXC PT IN ST (54450.00 SQ FT)	COUNTY OF EL PASO	320	CAMPBELL	ST	EX-XV
299597	4 MILLS 60 FT ON TEXAS X 86.667 FT BEG 60 FT E OF SWC (E 60 FT OF 24) (5200 SQ FT)	AVENIDA TEXAS LLC	209	TEXAS	AVE	
299658	103 CAMPBELL S 19.17 FT OF W 40 FT OF 18 & N 6.83 FT OF E 8 FT OF W 40 FT OF 18 (821.00 SQ FT)	ALVARADO STEVEN D	616	MESA	ST	
300454	88 CAMPBELL 16 & N 9 FT OF 17 (4200 SQ FT)	SANTA ANA SALVADOR & MARIA T	814	EL PASO	ST	
300676	6 MILLS LOT 28 (14508 SQ FT)	CITY OF EL PASO	106	MILLS	ST	EX-XV
301775	101 CAMPBELL 16 & S 0.4375 FT OF 15 & N 8.5625 FT OF 17 (4200.00 SQ FT)	SALOM MARIA E O	710	EL PASO	ST	
301837	45 MILLS 21 FT ON CHIHUAHUA X 60 FT BEG 99 FT S OF NEC (1260 SQ FT)	CITY OF EL PASO	309	CHIHUAHUA	ST	EX-XV
302007	132 CAMPBELL NLY TRIA OF 9 & 10 (15.00 FT ON SANTA FE - 21.21 FT ON S - 15.00 FT ON N) (112.50.00 SQ FT)	CITY OF EL PASO	401	SANTA FE	ST	EX-XV
302502	35 MILLS 49 FT ON OREGON X 120 FT BEG 138 FT S OF NWC (5880 SQ FT)	PEREZ FRANCISCO	212	OREGON	ST	
302546	35 MILLS 21.5 FT ON MESA X 120 FT BEG 108.5 FT S OF NEC (2580 SQ FT)	DELGADO EVERARDO Y & YOSHIDA MARTHA R	209	MESA	ST	
302843	214 CAMPBELL 11 TO 20 -7 TO 10 -PT OF ALLEY WAY ADJ TO BLK / 1 FRANKLIN HEIGHTS 1 TO 6 & W 15 FT OF 7 - 17 TO 19 - PT OF ALLEY WAY ADJ & PT OF CLOSED A	MPV DEVELOPMENT INC	900	MYRTLE	AVE	
303274	214 CAMPBELL 1 & 2 (6240 SQ FT)	RUVALCABA SYLVIA	901	MAGOFFIN	AVE	
303748	100 CAMPBELL 16 & 17 & N 18.00 FT OF 18 (8400.00 SQ FT)	BORJAS INVESTMENTS LLC	706	SANTA FE	ST	
304485	7 MILLS 60 FT ON OVERLAND X 120 FT BEG 60 FT W OF NEC (7200 SQ FT)	GEZELLIGHIJD LLC	404	OVERLAND	AVE	
304607						
304773	7 MILLS 30.333 FT ON DURANGO X 120 FT BEG 273 FT S OF NWC (3640 SQ FT)	GUILLEN GILBERT	420	DURANGO	ST	
304939	3 FRANKLIN HEIGHTS 21 TO 22 (6000 SQ FT)	NADLER FAMILY LP	1013	TEXAS	AVE	
305191	133 CAMPBELL 1 & 21.5 FT OF 2 (6365.00 SQ FT)	BRECEDA & REYES CORP	195	THIRD	AVE	
306781	87 CAMPBELL 4 TO 7 & S 18 FT OF 8 (14640 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	709	MESA	ST	
309318	4 MILLS 30 FT ON TEXAS X 86.667 FT BEG 90 FT W OF SEC (2600 SQ FT)	SOUTHWEST DENTAL MANAGEMENT INC	211	TEXAS	AVE	
310986	36 MILLS 35 FT ON STANTON X 120 FT BEG 260 FT N OF SEC (4200 SQ FT)	RIVER OAKS PROPERTIES LTD	225	STANTON	ST	
311249	226 CAMPBELL 4 TO 6 & W 22 FT OF 7 (12000 SQ FT)	ESPERANTO PROPERTIES LLC	909	TEXAS	AVE	
311863	101 CAMPBELL S 25.00 FT 1 (3000.00 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	621	OREGON	ST	
312437	18 MILLS S 119.33 FT OF E 1/2 OF BLK & CLSD ALY & S 111.85 FT OF W 1/2 OF BLK & CLSD ALY	CITY OF EL PASO	201	MAIN	DR	EX-XV
312583	79 MAGOFFIN 5 30.3 FT OF 31 & 32 (1515 SQ FT)	GONZALEZ-CALVO JAIRO	109	HILLS	ST	
313054	169 CAMPBELL 7 & 8 & 10 FT X 53 FT OF CLSD ALLEY ADJ (6890.00 SQ FT)	WICKER R B TIRE & RUBBER CO	201	ANTHONY	ST	
313270	86 CAMPBELL LOT 15 (3120 SQ FT)	SERRANO MARIA M & SAENZ NORA & 5	710	MESA	ST	
313829	116 CAMPBELL E 45 FT OF 19 & 20 (2340 SQ FT)	LAM JINNY K	307	FOURTH	AVE	
313895	17 MILLS SE PT OF BLK (87.50' ON N - 150.00' ON E - 94.81' ON S - 186.51' ON W) (14722.32 SQ FT)	MILLS PLAZA PROPERTIES LP	303	OREGON	ST	
315040	80 MAGOFFIN 20 & W 10 FT OF 21 (3151.80 SQ FT)	UNKNOWN OWNER	1106	SAN ANTONIO	AVE	
315262	86 CAMPBELL 19 & 20 (6240 SQ FT)	TEXAS 26 LLC	722	MESA	ST	
315735	100 CAMPBELL S 12.5 FT OF N 20 FT OF 8 (1675 SQ FT)	KIM WON T	707	EL PASO	ST	
317317	14 MILLS 72 FT ON EL PASO X 120 FT BEG 90 FT N OF SWC (8640 SQ FT)	SW T-BIRD LTD	210	EL PASO	ST	
318202	59 CAMPBELL E 1/2 OF 11 TO 14 (6240 SQ FT)	COHEVA GROUP LLC	208	SEVENTH	AVE	
318216	200 CAMPBELL 11 & 12 (6240 SQ FT)	CASTANEDA JOSE D & ARACELI	700	OVERLAND	AVE	
318351	10 MILLS E 54 FT OF N 1/2 OF BLK	SUMMIT INDIGO EP LLC	325	KANSAS	ST	
318700	146 CAMPBELL PT OF 2 & 3 (120 FT ON N - 25.01 FT ON E - 120.26 FT ON S - 32.67 FT ON W) (3460.61 SQ FT)	BLK INVESTMENTS 2 FAMILY LP	317	OCHOA	ST	
319385	216 CAMPBELL W 60 FT OF 1 TO 5 (7800 SQ FT)	GARZA MARIA E	711	MAGOFFIN	AVE	
320782	15 MILLS 64 FT ON EL PASO X 134 FT BEG 51 FT S OF NEC	ABUNDANT LIVING FAITH CENTER	207	EL PASO	ST	EX-XV
322626	5 MILLS 25 FT ON MILLS X 80 FT BEG 65 FT OF NWC (2000 SQ FT)	CITY OF EL PASO	112	MILLS	AVE	EX-XV
323012	35 MILLS 43.33 FT ON MESA X 120 FT BEG 130 FT S OF NEC (5200.00 SQ FT)	ARMENDARIZ SERGIO & LUCERO ALEXIS	211	MESA	ST	
323532	7 MILLS 54.15 FT ON DURANGO - 120.00 FT ON N - 99.54 FT ON E - 128.30 FT ON S (9484.23 SQ FT)	CENTRO DE SALUD FAMILIAR LA FE INC	428	DURANGO	ST	EX-XV
323575	79 MAGOFFIN N 30.5 FT OF 1 TO 3 (2288 SQ FT)	SHR INVESTMENTS LLC	111	HILLS	ST	

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
323846	2 MILLS	N 65.07 FT OF E 74.62 FT & N 62.87 FT OF W 45.92 FT OF E 120	415	MESA	ST	
324344	211 CAMPBELL 7 TO 10 & N 2' OF 6 (12720 SQ FT)	MILLS PLAZA PROPERTIES VIII LP	716	MAGOFFIN	AVE	
326297	198 CAMPBELL 11 TO 20 (26700 SQ FT)	THE ROSALIE HAMRAH 2015 LIVING TRUST	500	OVERLAND	AVE	EX-XV
326503	1 FRANKLIN HEIGHTS	COUNTY OF EL PASO	1014	MYRTLE	AVE	
327194	215 CAMPBELL	ABA PROPERTIES LLC	810	MYRTLE	AVE	
327375	24 MILLS 45 FT ON OVERLAND X 108.333 FT BEG 75 FT E OF SWC (4875 SQ FT)	MARTINEZ GUSTAVO R	307	OVERLAND	AVE	
327716	45 MILLS 91.46 FT ON LEON BEG 374.5 FT S OF NWC (120 FT ON N 105 FT ON E 120.8 FT ON S) (11810.31 SQ FT)	307 E OVERLAND LLC	311	PAISANO	DR	
328212	2 MILLS	GREEN SOIL PROPERTIES LLC	413	MESA	ST	
329150	34 MILLS	CLARENCE KENNETH C	225	OREGON	ST	
329270	206 CAMPBELL 16 TO 20 (15600.00 SQ FT)	XICALI RAUL	112	OCHOA	ST	EX-XV
329520	119 CAMPBELL LOT 10 (3484 SQ FT)	COUNTY OF EL PASO	601	EL PASO	ST	
330167	7 MILLS	TWINS PIZZA INC	416	DURANGO	ST	
330205	206 CAMPBELL 1 TO 5 (15600.00 SQ FT)	SOTOAK REALTY LLC	821	OVERLAND	AVE	EX-XV
330233	214 CAMPBELL 5 & 6 (6240 SQ FT)	COUNTY OF EL PASO	911	MAGOFFIN	AVE	
330560	101 CAMPBELL 14 & S 18.00 FT OF 13 & N 25.5625 FT OF 15	RUVALCABA SYLVIA	704	EL PASO	ST	
332527	13 MILLS	ALBA RAYMUNDO JR	109	MESA	ST	
333616	58 CAMPBELL	MILLS PLAZA PROPERTIES IV LP	912	MESA	ST	
334747	171 CAMPBELL LOT 3	AUTO ZONE INC	115	ANTHONY	ST	
336262	100 CAMPBELL N 21 FT OF 6 & S 19 FT OF 7 (5360 SQ FT)	SNORTUM MARTIN F	709	EL PASO	ST	
336437	211 CAMPBELL 11 TO 13 & NLY 23 FT OF 14 (12304.85 SQFT)	KOO IL HOE	100	OCHOA	ST	
336865	3 MILLS	THE ROSALIE HAMRAH 2015 LIVING TRUST	310	MESA	ST	
337549	171 CAMPBELL 1 & 2 (6240 SQ FT)	GEORGE R DIPP 2021 SPOUSAL LIFETIME ACCESS TRUST	117	ANTHONY	ST	EX-XV
337996	38 MILLS	CITY OF EL PASO	104	STANTON	ST	
338316	169 CAMPBELL 4 TO 6 & N 1.333 FT OF 3 (9519.00 SQ FT)	YUN HOWARD	701	PAISANO	DR	
338511	222 CAMPBELL 11 TO 13 (9360 SQ FT)	WICKER R B TIRE & RUBBER CO	818	TEXAS	AVE	
338779	51 MILLS 82.25 FT ON SAN FRANCISCO X 149.89 FT ON ANTHONY (11609 SQ FT)	BELTRAN MOISES	522	SAN FRANCISCO	AVE	
338873	80 MAGOFFIN 17 TO 19	MALAHAT HOLDINGS LLC	1104	SAN ANTONIO	AVE	
339235	13 MILLS 89.17 FT ON MESA X 120 FT ON OVERLAND SECTION (10700.40 SQ FT)	INVESTORS HOLDINGS INC	113	MESA	ST	
341054	135 CAMPBELL 1 & S 24.00 FT OF 2 (6000.00 SQ FT)	MILLS PLAZA PROPERTIES IV LP	419	MESA	ST	
342749	34 MILLS 34.98 FT ON OVERLAND X 115.21 FT BEG 117.42 FT E OF NWC (4023 SQ FT)	VAZQUEZ LAURA E	112	OVERLAND	AVE	
343005	102 CAMPBELL 1 TO 5	IEK # 1 LP		MESA	ST	EX-XV
343752	74 CAMPBELL 6 TO 10 (15600 SQ FT)	CATHOLIC DIOCESE OF EL PASO	801	MESA	ST	
345393	117 CAMPBELL 11 TO 13 (9360 SQ FT)	ANISTRUM INVESTMENTS LTD	500	OREGON	ST	
345959	103 CAMPBELL 17 & E 60 FT OF S 8 FT OF 15 & E 60 FT OF N 6.5 FT OF 16 & S 19.5 FT OF 16 & W 32 FT OF N 6.83 FT OF 18	EP 500 SOUTH OREGON LLC	614	MESA	ST	
346253	145 CAMPBELL 4 TO 10 & PT OF 3 (2.47 FT ON E - 44.45 FT & 75.99 FT ON S - 11.61	HERNANDEZ ARNOLDO	827	PAISANO	DR	
347563	3 FRANKLIN HEIGHTS 25 & 26 (6000 SQ FT)	BLK INVESTMENTS 2 FAMILY LP	1017	TEXAS	AVE	
348642	116 CAMPBELL LOT 17 (3120 SQ FT)	NADLER FAMILY LIMITED PARTNERSHIP	516	MESA	ST	
348654	32 MILLS S 10 FT OF N 110 FT OF W 30 FT OF E 60 FT OF W 1/2 OF BLK (300 SQ FT)	LAM JINNY K		CHIHUAHUA	ST	EX-XV
349107	36 MILLS 61.15 FT ON MESA X 120 FT BEG 198.75 FT S OF NWC (7338 SQ FT)	CITY OF EL PASO		MESA	ST	
349975	43 MILLS	DOWNTOWN SHALOM LLC	401	MAIN	DR	
351078	2 FRANKLIN HEIGHTS	UNITED BANK OF EL PASO DEL NORTE	1006	TEXAS	AVE	
352284	226 CAMPBELL 9 & 10 (6240 SQ FT)	1006 TEXAS AVE LLC	921	TEXAS	AVE	
352702	32 MILLS 63.333 FT ON CHIHUAHUA X 120 FT BEG 110 FT S OF NWC (7599.60 SQ FT)	ECHEVERRIA ALEGRE CORPORATION	308	CHIHUAHUA	ST	EX-XV
354343	46 MILLS 137.333 FT ON DURANGO X 120 FT ON SAN ANTONIO NWC (16480 SQ FT)	CITY OF EL PASO	420	SAN ANTONIO	AVE	EX-XV
354562	86 CAMPBELL LOT 16 (3120 SQ FT)	CITY OF EL PASO	712	MESA	ST	
355154	215 CAMPBELL	ESCOBAR ENRIQUE	813	MAGOFFIN	AVE	EX-XV
355211	13 MILLS 60 FT ON SAN ANTONIO X 122.667FT ON OREGON NWC (7360.20 SQ FT)	OPPORTUNITY CENTER FOR THE HOMELESS	200	SAN ANTONIO	AVE	
355410	4 MILLS	EP EL CENTRO LLC	220	MESA	ST	
355459	223 CAMPBELL 17 & W 1/2 OF 16 (4680 SQ FT)	MILLS PLAZA PROPERTIES IX LP	906	TEXAS	AVE	
355690	119 CAMPBELL 18 TO 20 & S 17 FT OF 17 (11400.00 SQ FT)	BARRON IRMA & TORRES RACHEL	630	SANTA FE	ST	
358177	135 CAMPBELL 3 & N 2 FT OF 2 & S 12.00 FT OF 4 (4800.00 SQ FT)	LANESTONE I LLC	415	MESA	ST	
358231	36 MILLS	MILO TX3 LLC	300	OVERLAND	AVE	
359030	118 CAMPBELL 10 & N 11.666 FT OF 9 & 5.333 FT ADJ 10 ON N	MARCUS REAL ESTATE LIMITED PARTNER	501	OREGON	ST	
359643	37 MILLS	BORJAS INVESTMENTS LLC	209	KANSAS	ST	
359956	24 MILLS PT OF BLK	BASSETT TOWER CORPORATION	303	OVERLAND	AVE	
360256	101 CAMPBELL 6 TO 9 & S 1.00 FT OF 10 (12600.00 SQ FT)	GARZA ENRIQUE J & SILVIA E	605	OREGON	ST	
360359	32 MILLS 30 FT ON OVERLAND X 110 FT BEG 90 FT E OF NWC	ANISTRUM INVESTMENTS LTD	212	OVERLAND	AVE	EX-XV
360743	134 CAMPBELL N 22 FT OF 16 (2640.00 SQ FT)	CITY OF EL PASO	508	EL PASO	ST	
360976	161 CAMPBELL PT OF BLK & PT OF S 16.667 FT OF 1 IN 169 CAMPBELL & PT OF 34 FT ST BTW BLKS 161 & 169 (62.2 ON N 137.01 ON E150.44 ON SW	EP PASEO SOUTH HOLDINGS LLC	600	SAN ANTONIO	AVE	
361715	78 MAGOFFIN W 1/2 OF BLOCK	WICKER R B TIRE & RUBBER CO		PAISANO	DR	EX-XV
361721	46 CAMPBELL	CITY OF EL PASO	1002	OREGON	ST	
362264	145 CAMPBELL 17 & N PT OF 18 (46.04 FT ON W 120 FT ON N 38.88 FT ON E 120.3 FT ON S) (5095 SQ FT)	LOPEZ LINO	801	PAISANO	DR	
363332	14 MILLS 42 FT ON EL PASO X 120 FT BEG 48 FT N OF SWC (5040 SQ FT)	ISAIS JUAN M	216	EL PASO	ST	
365067	133 CAMPBELL 20 & S 9 FT OF 19 (4200.00 SQ FT)	BARBROS PROPERTY LTD	418	SANTA FE	ST	
365167	39 MILLS 99.25 FT ON STANTON X 120.00 FT ON TEXAS & 20.00 FT ALLEY ADJ	THREE SONS PROPERTIES LLC	304	TEXAS	AVE	EX-XV
365758	117 CAMPBELL 15 TO 18 (12480 SQ FT)	HOUSING AUTHORITY OF THE CITY OF EL PASO	510	OREGON	ST	EX-XU
366191	15 MILLS 88.25 FT ON EL PASO X 134 FT ON OVERLAND SEC (11826 SQ FT)	510 SOUTH OREGON LLC	215	EL PASO	ST	
366554	204 CAMPBELL 45.59 FT ON SAN ANTONIO BEG 183 FT E OF NWC	JABALIE VIRGINIA & MARY L	1014	SAN ANTONIO	AVE	
366814	34 MILLS	SAYKLAY PROPERTIES LLC	324	EL PASO	ST	
366831	171 CAMPBELL 5 & S 12 FT OF E 1/2 OF 6 & N 1/2 OF 4 EXC 291 SQ FT (5400.00 SQ FT)	MILLS PLAZA PROPERTIES DIVEST LP	113	ANTHONY	ST	EX-XV
368704	201 CAMPBELL N 1/2 OF BLK (31200.00 SQ FT)	CITY OF EL PASO	800	OVERLAND	AVE	EX-XV
370436	72 CAMPBELL PT OF 2 TO 9 & PT OF SANTA FE RR RESERVATION (222.48' ON ST -IRREG ON SW - 177.34' ON NW - IRREG ON E)	COUNTY OF EL PASO	911	EL PASO	DR	
370772	36 MILLS 20 FT ON STANTON X 120 FT BEG 240 FT S OF NEC (2400 SQ FT)	MEUCHADIM OF TEXAS LTD	221	STANTON	ST	
371298	89 CAMPBELL	RIVER OAKS PROPERTIES LTD	805	EL PASO	ST	
372562	5 MILLS	SALOM GEORGE E FAMILY LD PRTSHp	114	MILLS	AVE	
373805	223 CAMPBELL	TEMPE THORN RENTALS LLC	909	MYRTLE	AVE	
373864	118 CAMPBELL 14 & S 14.45 FT OF 13 (4854 SF)	EL PASO EMPLOYEES FEDERAL CREDIT UNION	606	EL PASO	ST	
374043	15 MILLS 60 FT ON OVERLAND X 125.75 FT ON SANTA FE SWC (7545.00 SQ FT)	BERG INVESTMENT CO	117	OVERLAND	AVE	
375606	33 MILLS 43.00 ON EL PASO X 134.00 FT BEG 232.19 FT S OF NEC (5762.00 SQ FT)	FRANKLIN GROUP L P	401	EL PASO	DR	
375805	205 CAMPBELL E 60 FT OF 9 & 10 & N 21 FT OF 8 (4380 SQ FT)	MARCEP GROUP LLC	918	SAN ANTONIO	AVE	
376707	171 CAMPBELL W 1/2 OF 6 & N 14 FT OF E 1/2 OF 6 (2400 SQ FT)	ABOUD RUSSELL M	111	ANTHONY	ST	EX-XV
376878	214 CAMPBELL 3 & 4 (6240 SQ FT)	CITY OF EL PASO	905	MAGOFFIN	AVE	
377035	212 CAMPBELL 8 TO 10 & E 7 FT OF 7 (10200 SQ FT)	SAENZ UBALDO	817	OLIVE	AVE	
378039	135 CAMPBELL 6 TO 9 & S 2.00 FT OF 10 (12720.00 SQ FT)	GREENBELT ASSETS LLC	220	PAISANO	DR	
379213	227 CAMPBELL 6 TO 8 (9360 SQ FT)	LOPEZ JESUS ROMO	811	TEXAS	AVE	EX-XV
379846	5 1/2 MILLS	CITY OF EL PASO	114	TEXAS	AVE	
	101.82 FT ON SAN ANTONIO BEG 108.29 FT E OF SWC & EXTENDING	TROST HILLS BUILDING LLC				

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS		EXEMPTIONS	
380524	87 CAMPBELL 12 & N 5.5 FT OF 13	MILO TX2 LLC	702	OREGON	ST	
380546	205 CAMPBELL 11 TO 15 & N 10 FT OF 16 (16800 SQ.FT)	MEXICAN CONSULATE		SAN ANTONIO	AVE	EX-XV
381316	5 MILLS 80 FT ON MESA X 95 FT ON MILLS NEC (7600 SQ.FT)	BANNER HOTEL LLC	215	MESA	ST	
381892	170 CAMPBELL 4 TO 8 (15867.6 SQ.FT)	PARKHILL SMITH & COOPER PROPERTY HOLDINGS LLC	501	SAN ANTONIO	AVE	
382136	41 MILLS E 240 FT OF N 1/2 OF BLK & CLSD ALLEY ADJ ON S (33600.00 SQ.FT)	MILLS PLAZA PROPERTIES VII LP	222	KANSAS	ST	
383194	1 FRANKLIN HEIGHTS 10 & 11 (6000 SQ.FT)	EPHFC MYRTLE LLC	1020	MYRTLE	AVE	EX-XV
383895	59 CAMPBELL 6 TO 10 (15600 SQ.FT)	ROSENBAUM FAMILY TRUST	907	MESA	ST	
383999	144 CAMPBELL E PT OF 7 (35.55 FT ON ST - 15.13 FT ON W - 32.22 FT ON N) (244.81 SQ.FT)	SISU ENVIRON DEVELOPMENT LLC-SERIES B				
384205	35 MILLS 157.12 FT ON MESA X 120.00 FT BEG 78.00 FT N OF SEC (18852.00 SQ.FT)	SYSTEM CAPITAL REAL PROPERTY	309	MESA	ST	
384254	58 CAMPBELL E 1/2 OF 19 & 20 (3120 SQ.FT)	MEUCHADIM OF TEXAS LTD	303	8TH	ST	
384403	13 MILLS 25.667 FT ON OREGON X 120 FT BEG 122.667 FT S OF NWC (3080 SQ.FT)	110 S OREGON LLC	110	OREGON	ST	
384479	149 CAMPBELL S 20 FT OF 18 (2400 SQ.FT)	SANTOSCOY NORMAN R	314	STANTON	ST	
384543	37 MILLS 96.667 FT ON KANSAS X 120 FT ON FIRST SEC (11600 SQ.FT)	BELCLAIRE REALTY LTD	217	KANSAS	ST	
385828	134 CAMPBELL S 14.4 FT OF 17 & N 18.00 FT OF 18 (3888.00 SQ.FT)	HERRERA ENRIQUE (LE) & ALICIA (LE) & 2	512	EL PASO	ST	
386178	23 MILLS PT OF BLK BEG 108.07' SE OF NELY COR (151.93' ON NELY - 40.00' ON SELY - IRREG ON SWLY - 120.00' ON NWLY)	T & R CHEMICALS INC		KANSAS	ST	
386656	36 MILLS 52.15 FT ON MESA X 120 FT BEG 146.52 FT S OF NWC (6258 SQ.FT)	ROSEN RICHARD J ENTERPRISES	210	MESA	ST	
386759	134 CAMPBELL 14 & 15 & S 18 FT OF 13 (8400.00 SQ.FT)	JABALIE VIRGINIA & MARY L	504	EL PASO	ST	
387576	200 CAMPBELL 13 TO 16 (12480 SQ.FT)	SEGOVIA JUAN M & CYNTHIA	206	FLORENCE	ST	
387848	51 MILLS 71 FT ON SAN FRANCISCO X 140 FT ON W BEG 50 FT W OF NEC (9940 SQ.FT)	JB4 PROPERTIES LP	504	SAN FRANCISCO	AVE	
388300	5 MILLS 90 FT ON MESA X 131 FT ON TEXAS EXC 5 FT X 36 FT IN NWC	CVS PHARMACY INC	201	MESA	ST	
390161	17 MILLS PT OF BLK BEG 95.08' SW OF NEC (13.17' ON NWLY - IRREG ON NELY -69.60' & 65.59' ON SELY - IRREG ON SWLY) (24253.96 SQ.FT)	MILLS PLAZA PROPERTIES LP	123	PIONEER	PLZ	
390162	39 MILLS S 160.75 FT OF W 120 FT & ALY ADJ & E 150 FT OF S 145 FT & 193.91 SQ.FT ADJ TO NWC	EL PASO ELECTRIC COMPANY	112	STANTON	ST	
390628	80 MAGOFFIN 5 & W 20 FT OF 4 (4086 SQ.FT)	HIDALGO JOSE ALBERTO	1123	OVERLAND	AVE	
390725	51 MILLS 120.667 FT ON WESTERN X 85 FT ON DURANGO SEC (10257 SQ.FT)	THE PLACE AT UNION PLAZA INC	115	DURANGO	ST	
391533	35 MILLS 78 FT ON MESA X 120 FT ON PAISANO SEC (9360 SQ.FT)	THE JOHN R ELLIS TRUST & 3	217	PAISANO	DR	
392111	32 MILLS 30 FT ON OVERLAND X 110 FT BEG 30 FT E OF NWC	CITY OF EL PASO	220	OVERLAND	AVE	EX-XV
392685	33 MILLS NWC OF BLK (209.16 FT ON SANTA FE X 120 FT ON OVERLAND) (25165.03 SQ.FT)	RED BALLOON LP	110	OVERLAND	AVE	
393490	103 CAMPBELL W 80 FT OF 19 & 20 (4160.00 SQ.FT)	SOUTHSIDE LOW INCOME HOUSING	620	MESA	ST	EX-XV
394786	32 MILLS 120 FT ON OVERLAND ST X 173.33 FT ON SANTA FE ST (20799.88 SQ.FT)	CITY OF EL PASO	307	SANTA FE	ST	EX-XV
395302	5 SATTERTHWAITE 38 TO 42 & S 16.67 FT OF 37 (20480 SQ.FT)	CITY OF EL PASO	610	SANTA FE	ST	EX-XV
395753	101 CAMPBELL N 25.00 FT OF 11 (3000.00 SQ.FT)	RA GUN HWA & HUR YONG S	700	EL PASO	ST	
395875	100 CAMPBELL 134.00 FT OF N 4.00 FT OF 9 & S 10.75 FT OF 10 (1976.50 SQ.FT)	HERNANDEZ LUIS & MANUELA	703	EL PASO	ST	
395892	118 CAMPBELL N 15 FT OF 8 & S 14.333 FT OF 9 (3519 SQ.FT)	BORJAS INVESTMENTS LLC	505	OREGON	ST	
395897	216 CAMPBELL W 35.4167 FT OF 11 TO 15 (4605 SQ.FT)	CHAVEZ MARIO JR & ANGELINA R	702	MYRTLE	AVE	
396289	35 MILLS 70 FT ON OREGON X 120 FT BEG 260 FT N OF SWC (8400 SQ.FT)	MILO TX3 LLC	222	OREGON	ST	
397927	119 CAMPBELL 9 (EXC SLY PT) (1371.20 SQ.FT)	TWINS PIZZA INC	601	EL PASO	ST	
398864	100 CAMPBELL N 25.00 FT OF 11 (3000.00 SQ.FT)	RIO DORADO INVESTMENTS LLC	700	SANTA FE	ST	
398988	25 MILLS 55 FT ON OVERLAND X 112 FT ON CHIHUAHUA SWC (6160 SQ.FT)	LUCMOR LLC	219	OVERLAND	AVE	
399991	13 MILLS 60 FT ON SAN ANTONIO X 122.667 FT BEG 60 FT E OF NWC (91-8) (7360 SQ.FT)	KIM YONG JU & YUN SUN OK	206	SAN ANTONIO	AVE	
400806	222 CAMPBELL 5 & W 1/2 OF 6 (4680.00 SQ.FT)	AGUIRRE ALEJANDRO & ISELA	809	MYRTLE	AVE	
400913	32 MILLS 86.667 FT ON CHIHUAHUA X 120 FT BEG 173.333 FT S OF NWC	CITY OF EL PASO	312	CHIHUAHUA	ST	EX-XV
401320	24 MILLS PT OF BLK BEG 30.33' NW OF SWC (110.50' ON MESA - 120.00' ON NLY -IRREG ON ELY - 56.50 FT ON SLY)	L R MANAGEMENT LLC	112	MESA	ST	
401573	171 CAMPBELL S 1/2 OF 4 & 291 SQ.FT IN N 1/2 OF 4 (1851 SQ.FT)	CITY OF EL PASO		ANTHONY	ST	EX-XV
402991	1 SATTERTHWAITE 1 TO 10 (30900 SQ.FT)	LA FRONTERA CONSERVATION FUND	601	OREGON	ST	
403128	7 MILLS 92 FT ON LEON X 120 FT BEG 120 FT S OF NEC (11040 SQ.FT)	LION LOA LLC	305	LEON	ST	
406048	102 CAMPBELL 6 TO 10 (15600.00 SQ.FT)	HERNANDEZ MARIA C	601	MESA	ST	
406233	204 CAMPBELL 53 FT ON SAN ANTONIO BEG 130 FT E OF NWC (6195 SQ.FT)	STAR CITY INVESTMENTS LLC	1010	SAN ANTONIO	AVE	
407319	24 MILLS 43.333 FT ON STANTON X 120 FT BEG 130 FT S OF NEC (5200 SQ.FT)	CAPLES LAND COMPANY LLC	105	STANTON	ST	
407674	101 CAMPBELL 19 & 20 & S 8.29 FT OF 18 (7234.00 SQ.FT)	SALOM GEORGE E FAMILY LD PRTSH	714	EL PASO	ST	
407837	134 CAMPBELL 12 & S 2 FT OF 11 & N 8 FT OF 13 (4320.00 SQ.FT)	JABALIE VIRGINIA & MARY L	500	EL PASO	ST	
408710	100 CAMPBELL N 22.75 FT OF 3 & S 17 FT OF 4 (5326 SQ.FT)	LANESTONE I LLC	713	EL PASO	ST	
408844	136 CAMPBELL 12 TO 18 & S 2 FT OF 11 (22080.00 SQ.FT)	CASEY CONSTANCE D	306	PAISANO	DR	
409503	152 CAMPBELL PT OF 3 TO 6 (87.61 FT ON NELY - 139.0 FT ON SLY - 107.92 FT ON NWLY) (5062.63 SQ.FT)	SOTOAK REALTY LLC	501	PAISANO	DR	
409625	212 CAMPBELL 14 & 15 (6240 SQ.FT)	WTLD'S INVESTMENTS LLC	812	MAGOFFIN	AVE	
410211	74 CAMPBELL 1 TO 5 (15600 SQ.FT)	ANISTRUM INVESTMENTS LTD	827	MESA	ST	
410308	21 MILLS 16 & N 14 FT OF 17	PORTER ALBERT L	504	OREGON	ST	
411382	216 CAMPBELL W 68 FT OF 8 TO 10 (5305.61 SQ.FT)	GARZA MARIA E	716	MYRTLE	AVE	
412432	7 MILLS 43 FT ON LEON X 120 FT BEG 374 FT S OF NEC (5160 SQ.FT)	TCHONG & CHONG FAMILY TRUST	333	LEON	ST	
413450	211 CAMPBELL 1 TO 5 & S 24 FT OF 6 (17610 SQ.FT)	EL PASO FIREMEN & POLICEMEN'S PENSION FUND	909	SAN ANTONIO	AVE	EX-XV
413911	88 CAMPBELL 6 & S 9 FT OF 7 (4200 SQ.FT)	SALOM GEORGE E FAMILY LMTD PTRSH	709	OREGON	ST	
413970	38 MILLS 17.5' ON SAN ANTONIO X 130' BEG 99' E OF NWC & 12.75' X 4.5'X 13.52' ADJ ON S 2303.69 SQ.FT	408 ESPITA LLC	408	SAN ANTONIO	AVE	
602837	206 CAMPBELL PTS OF 6 TO 10 BEG 93.33' SW OF NEC OF 10 (35.75' ON NLY - IRREG ON ELY - 25.85' ON SLY - 120.0' ON WLY) (3810.00 SQ.FT)	ORO INVESTMENTS LLC	810	SAN ANTONIO	AVE	
617792	88 CAMPBELL REPLAT C LOT 1	MARTINEZ ROSA	115	SIXTH	AVE	
643803	2 FRANKLIN HEIGHTS 21 TO 23 & ELY 12.5 FT OF 20 (10499.00 SQ.FT)	SCG HOLDINGS LTD	1009	MYRTLE	AVE	
646368	UNT 1 SAVOY CONDOMINIUMS PLUS 40.0 % INT IN COM ELEMENT	TUNG ZHI II LLC	116	STANTON	ST	
656165	B STEVENS (1.1297 AC) OUT OF BLKS B & C & VACATED ROWS FOR XMPT PROPERTIES (STEVENS REPLAT B)	CITY OF EL PASO				EX-XV
656167	BLK B STEVENS REPLAT B LOT 1	CITY OF EL PASO	1	BALLPARK PLAZA		EX-XV
663209	2 FRANKLIN HEIGHTS 1 TO 10 (30000 SQ.FT)	BAUS INVESTMENTS LP	1000	TEXAS	AVE	
663961	MILLS VACATING PT OF OREGON ST & MILLS AVE R.O.W ADJ. (15206.10 SQ.FT)	MILLS PLAZA PROMENADE LLC				
667847	69 MAGOFFIN PT OF FIRST ST CLSD & SELY PT OF 11 BLK 69 & 143 (249.94 FT ON ST- IRREG ON WLY- 124.50 FT ON NLY) (3761 SQ.FT)	PEOPLE OF THE STATE OF TEXAS		PAISANO	DR	EX-XV
675120	7 MILLS 25 FT ON LEON X 120 FT BEG 268 FT S OF NEC (3000.00 SQ.FT)	GUAJARDO ENRIQUE	327	LEON	ST	
675121	7 MILLS 35.5 FT ON LEON X 120 FT BEG 293 FT S OF NEC (4260.00 SQ.FT)	GUAJARDO ENRIQUE	329	LEON	ST	
675515	119 CAMPBELL N 8.2 FT OF 8 & SLY PT OF 9 (30.2 FT ON ST-134.00 FT ON SLY-26.8 FT ON WLY-IRREG ON NLY) (3747.60 SQ.FT)	THREE SONS PROPERTIES LLC	603	EL PASO	ST	
676960	211 CAMPBELL 15 TO 20 & SLY 3 FT OF 14 (10855.15 SQFT)	THE ROSALIE HAMRAH 2015 LIVING TRUST	100	OCHOA	ST	
684959	38 MILLS PT OF BLK BEG 116.50 FT E & 130.00 FT S OF NWC (16.75 FT ON N- 4.50 FT ON E- 13.52 FT ON S) (30.49 SQFT)	ESCOBAR ENRIQUE				
695945	PT OF VACATED MAIN ST BTW BLKS 1 & 17 (260.00 FT ON NWLY- 44.00 FT ON NELY- IRREG ON SELY- 23.81 FT ON SWLY) (87120.00 SQ.FT)	MILLS PLAZA PARKING LP		OREGON	ST	
704642	UNT O-9A WESTSTAR TOWER CONDOMINIUMS (10370.00 SQ.FT) PLUS 4.318 % INT IN COM AREA	WESTSTAR TOWER PROPERTIES LLC	601	MESA	ST	AB
705693	216 CAMPBELL W 68 FT OF 6 & 7 (3537.08 SQ.FT)	GARZA MARIA E	716	MYRTLE	AVE	



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-500, 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

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.

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

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

AGENDA DATE: April 9, 2024
PUBLIC HEARING: April 23, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212-0094

DISTRICT(S) AFFECTED: 8

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

SUBJECT:

An ordinance amending Ordinance No. 016528 to modify requirements for membership on the Board of Directors of the Tax Reinvestment Zone Number Five, City of El Paso, Texas.

BACKGROUND / DISCUSSION:

The proposed ordinance would modify the creation ordinance for Tax Increment Reinvestment Zone #5 (TIRZ #5) to amend the authority of the Board of Directors to reflect it's advisory role to City Council.

The Board shall make recommendations to the City Council concerning the administration of the Fund. The Board may adopt a preliminary project plan and reinvestment zone financing plan for the Zone and submit such plans to the City Council for approval. The Board may prepare, implement, and monitor such project plans for the Zone, as the City Council considers advisable.

PRIOR COUNCIL ACTION:

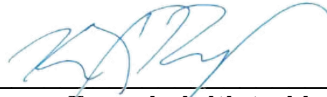
On February 13, 2024, City Council made a motion requesting that the creation ordinance be modified to reflect the advisory limitations on the TIRZ #5 Board of Directors.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



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

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 016528 TO MODIFY REQUIREMENTS FOR MEMBERSHIP ON THE BOARD OF DIRECTORS OF THE TAX REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS.

WHEREAS, by Ordinance No. 016528, adopted December 19, 2006, the City of El Paso City Council designated Tax Increment Reinvestment Zone Number Five ("the Zone") pursuant to the Tax Increment Financing Act, Chapter 311, Texas Tax Code (the "Act"), establishing the boundaries of the Zone; creating a Board of Directors (the "Board"); providing an effective and termination date for the Zone; and containing other provisions related thereto; and

WHEREAS, Ordinance No. 016528 has been amended multiple times since its enactment, including by Ordinances Nos. 016803 and 016804 on December 18, 2007; by Ordinance No. 017821 on July 17, 2012; by Ordinance No. 017861 on August 28, 2012; and by Ordinance No. 018049 on July 30, 2013 and by Ordinance No. 018911 on March 5, 2019; and

WHEREAS, on February 13, 2024, the City Council voted to modify the Board duties and responsibilities to be consistent with other advisory boards;

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

1. That Section 4 of Ordinance No. 016528 is hereby replaced in its entirety to read as follows:

There is hereby created a Board of Directors for the Zone (the "Board"), with all the rights powers and duties as provided by the Act to such Boards or by action of the Council. The Board shall make recommendations to the City Council concerning the administration of the Fund. The Board may adopt a preliminary project plan and reinvestment zone financing plan for the Zone and submit such plans to the City Council for approval. The Board may prepare, implement, and monitor such project plans for the Zone, as the City Council considers advisable.

Pursuant to Section 311.009 (a) of the Act, the City declares that the Board shall consist of nine (9) members appointed by the Mayor with the approval of the City Council. Each year, the Mayor, with the approval of the City Council, shall appoint one member of the Board to serve as chair for a term of one year consistent with Section 311.009 (f) of the Act. The Board. may elect a vice-chair and such other officers as the Board considers appropriate.

Additionally, each Taxing Unit that levies real property taxes in the Zone may appoint one member of the Board if the Taxing Unit contributes all or part of the tax increment produced by the Unit into the Zone's tax increment

fund. The number of directors on the Board shall be increased by one for each Taxing Unit that appoints a director to the Board, provided that the maximum number of directors shall not exceed fifteen (15).

All persons appointed must meet the eligibility requirements of Section 311.009(e)(1) of the Act, as amended, to serve as members of the Board. Board members representing the City shall be appointed by the Mayor with the approval of Council; preference for City appointees shall be given to individuals who possess some or all of the following characteristics:

- (a) Experience in at least one of the following areas: arts, real estate, retail, housing, finance, historic preservation, construction, development, or El Paso history;
- (b) Knowledge of downtown El Paso;
- (c) Geographic diversity (through the City of El Paso);
- (d) Cultural diversity;
- (e) Moral and ethical character;
- (f) Integrity;
- (g) High performance standards;
- (h) Availability;
- (i) Strong desire for public service, but not an elected official.

Members of the Board are appointed for terms of two years. City-appointed members shall serve staggered terms. During the initial year of the Board, or should there ever be a vacancy of the entire Board, five members of the Board shall be appointed for two-year terms, and four members of the Board shall be appointed for one-year terms. Thereafter, all terms shall be two years. A vacancy on the Board is filled for the unexpired term by appointment of the Taxing Unit that appointed the director who served in the vacant position. Upon expiration of a term, replacements to the Board shall be appointed for a two-year term, in the same manner as originally appointed.

2. Except as expressly herein amended, Ordinance No. 016528 shall remain in full force and effect.

[Signatures begins on the following page]

ADOPTED this _____ day of _____, 2024

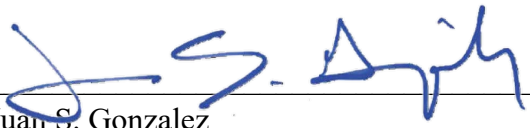
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic & International Development



Legislation Text

File #: 24-471, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

An Ordinance Amending Title 9 (Health and Safety) Chapter 9.85 (Emergency and Transfer Ambulance Services), Section 9.85.060 (Franchise - Application - Contents) To add a process for Denial of Franchise application; Section 9.85.070 (Franchise - Application; Review; Hearing) To add factors considered for Public convenience and necessity; Section 9.85.130 (Violation - Penalty) To move to Section 9.85.140 and be replaced with (Suspension; Revocation: Appeal) Giving Due Process after suspension or revocation, of the El Paso City Code.

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

DEPARTMENT: Fire Department

AGENDA DATE: April 9, 2024

PUBLIC HEARING DATE: April 23, 2024

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

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 2.3 Increase public safety operational efficiency

SUBJECT: An Ordinance Amending Title 9 (Health and Safety) Chapter 9.85 (Emergency and Transfer Ambulance Services), Section 9.85.060 (Franchise – Application – Contents) To add a process for Denial of Franchise application; Section 9.85.070 (Franchise – Application; Review; Hearing) To add factors considered for Public convenience and necessity; Section 9.85.130 (Violation – Penalty) To move to Section 9.85.140 and be replaced with (Suspension; Revocation: Appeal) Giving Due Process after suspension or revocation, of the El Paso City Code.

BACKGROUND / DISCUSSION:

The City wishes to amend Title 9, Chapter 9.85, Sections 9.85.060, 9.85.070, 9.85.130 and add Section 9.85.140 to deliver the need for a more detailed process for ambulance franchise applications. In the interest of the economy, a mechanism for denying a deficient application needs to be put in place that will allow the department to only bring viable application to city council for hearing that will allow all parties to have a productive discussion.

PRIOR COUNCIL ACTION:

Yes, Ordinance No. 018547 was passed and adopted August 9, 2016

AMOUNT AND SOURCE OF FUNDING:

N/A


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.85 (EMERGENCY AND TRANSFER AMBULANCE SERVICES), SECTION 9.85.060 (FRANCHISE – APPLICATION - CONTENTS) TO ADD A PROCESS FOR DENIAL OF FRANCHISE APPLICATION; SECTION 9.85.070 (FRANCHISE—APPLICATION; REVIEW; HEARING) TO ADD FACTORS CONSIDERED FOR PUBLIC CONVENIENCE AND NECESSITY; SECTION 9.85.130 (VIOLATION —PENALTY) TO MOVE TO SECTION 9.85.140 AND BE REPLACED WITH (SUSPENSION; REVOCATION; APPEAL) GIVING DUE PROCESS AFTER SUSPENSION OR REVOCATION, OF THE EL PASO CITY CODE.

WHEREAS, the City of El Paso wishes to amend Title 9, Chapter 9.85, Sections 9.85.060, 9.85.070, 9.85.130 and add Section 9.85.140; and

WHEREAS, the need for a more detailed process for ambulance franchise applications has become evident; and

WHEREAS, the factors that city council considers to determine “public convenience and necessity” at hearing for a franchise application must be clearly defined in order for all parties to have a productive discussion; and

WHEREAS, in the interest of economy, a mechanism for denying a deficient application will provide the department a means of bringing only viable applications to city council for hearing; and

WHEREAS, a process for suspending or revoking a franchise is necessary to ensure that service to the public conforms to an acceptable standard; and

WHEREAS, in order to effectuate due process, franchises given a notice of suspension or revocation are afforded a hearing.

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

SECTION 1. That Title 9 (Health and Safety), Chapter 9.85 (Emergency and Transfer Ambulance Services), Section 9.85.060 (Franchise Application - Contents), is hereby amended to read as follows:

9.85.060 - Franchise application—Contents; denial.

- A. Application for a franchise shall be filed with the city clerk upon forms furnished by the city clerk along with the applicable application fee. The applicant shall furnish the following information:
 - 1. A statement that the applicant has obtained liability insurance in accordance with the requirements provided by this article before commencing service;

Page 1 of 6

2. A statement of the number of vehicles which the applicant proposes to operate and the make, model and vehicle identification number of each transfer vehicle;
 3. A statement that each vehicle is supplied with minimal emergency equipment as set forth in Section 9.85.110 C;
 4. A list of persons who will act as ambulance attendants and drivers, their current State of Texas Department of State Health Services certificate status, and their date of employment, current driver's license issued by a U.S. state or the U.S. federal government and expiration date, defensive driving or current emergency vehicle operators course certificate, and physician release; and
 5. A statement that the safety mechanism of the vehicle is operative and is in good repair; including, but not limited to, headlights, tail-lights, turn signals, brakes, brake lights, emergency lights, windshield wipers, wiper blades, handles opening doors and windows, and tires and spare tires.
- B. Copies of each application for a franchise shall be forwarded to the chief of the fire department or designee for acceptance or denial, and the chief of the fire department shall review applications for ambulance service and make recommendations to the City Council.
- C. Any person who gives false information regarding any statements made in subsections A.1 through A.5 of this section, shall have his or her application denied, and be guilty of a misdemeanor and subject to the punitive measures set forth in Section 1.08.010.
- D. The chief of the fire department may deny an application for a franchise, whether original or renewal, by serving the applicant with written notice by hand-delivery or certified mail, return-receipt requested, if the chief of the fire department finds:
1. That the applicant has supplied false or incorrect information on the franchise application;
 2. That the applicant has failed to supply all information required on the franchise application form; or
 3. That the applicant has failed to pay the franchise application fee.
- E. In the event that the applicant's franchise is under suspension or revocation, no new franchise shall be granted until the term of such suspension or revocation has expired.
- F. The chief of the fire department shall issue written notice of denial of a franchise application to the applicant which shall contain, as a minimum, the following:
1. The name of the applicant;
 2. Statement that the application is denied; and
 3. Reason(s) for the denial.

SECTION 2. That Title 9 (Health and Safety), Chapter 9.85 (Emergency and Transfer Ambulance Services), Section 9.85.070 (Application; review; hearing), is hereby amended to read as follows:

9.85.070 - Franchise—Application; factors considered; review; hearing.

- A. Upon acceptance of an application for a franchise, the city council will set the time for a public hearing thereon and receive evidence as to whether the public convenience and necessity justify granting the franchise, whether the applicant is qualified to render good service and has or will have sufficient equipment of suitable type and condition, and to any other relevant facts bearing on whether the franchise will be in the public interest. The city council shall grant the franchise and determine upon what terms and conditions it will be granted, or shall refuse to grant it, in accordance with the council's findings as to whether considering the above standards, the public interest will be served.
- B. In all hearings, the burden of proof shall be upon the applicant to establish that a need in the community exists for the services.
- C. Factors considered. In determining public convenience and necessity, the City Council may consider but not be limited to the following:
 - 1. The need for an additional franchise. The number of providers available to provide service in the area in which the applicant proposes to furnish services, and whether granting the franchise will adversely affect existing service providers;
 - 2. The distance from the operational address at which the applicant proposes to operate the franchise to hospitals and other medical providers serving the public;
 - 3. Response times, total number of calls for service, and total number of completed transfers for the franchises already serving the area;
 - 4. The reasonableness of the proposed rates to be charged by the applicant;
 - 5. Financial responsibility of the applicant; and
 - 6. Whether the applicant has performed such service in a satisfactory manner in the past.

SECTION 3. That Title 9 (Health and Safety), Chapter 9.85 (Emergency and Transfer Ambulance Services), Section 9.85.130 (Violation—Penalty), is hereby amended to read as follows:

9.85.130 - Franchise—Suspension; revocation; appeal.

- A. Suspension. The chief of the fire department may issue a written notice of suspension or deferred suspension not to exceed sixty days subject to this chapter if the director determines that any of the following is true:
1. The franchisee has breached a provision of the franchise agreement;
 2. The franchisee has had its provider license revoked, suspended, reprimanded or placed on probation by the Texas Department of State Health Services;
 3. The franchisee is in violation of a provision of this chapter or a rule adopted under this chapter;
 4. The franchisee is indebted to the city for fees or payment of penalties imposed by this chapter or by a rule adopted under this chapter;
 5. The franchisee is not fit, willing, or able to continue operating the franchise in accordance with the license, this article, the rules and regulations established by the chief of the fire department, and other applicable state and federal laws;
 6. The franchise is operating under a trade name other than the one granted to the franchise;
 7. The franchisee was convicted of any felony offense while the franchise was granted; or
 8. Continued operation of the franchise poses a risk to the health and safety of the community.
- B. Revocation. The chief of the fire department may issue a written notice of revocation a franchise if the franchisee violates this chapter on two or more occasions within a twelve-month period or if the chief of the fire department determines:
1. The franchisee supplied false or misleading information on the application for the franchise, provider license, or any other license provided by the State.
- C. Notice. The chief of the fire department shall issue a written notice of suspension, deferred suspension, or revocation of a franchise to the franchisee, which shall contain, as applicable, the following:
1. Name and address of the franchise;
 2. Statement of whether the franchise is suspended or revoked;
 3. Reason(s) for the suspension or revocation;

4. In the case of a suspension, a recommendation for corrective measures to bring the franchise into compliance with the requirements of this chapter;
 5. Reasonable time limit for the completion of the corrective measures;
 6. Statement that the franchise, if suspended, is subject to revocation for failure to complete the corrective measures within the allotted time; and
 7. Statement that the suspension or revocation may be appealed.
- D. A franchisee may not reapply for a new franchise for a period of twelve months after said franchise has been revoked.
- E. A franchisee whose franchise has been suspended shall not work for another franchise as an employee, representative, or ambulance personnel during the suspension period. This subsection shall not apply to an employee exclusively earning a wage or salary.
- F. Appeal. Within ten business days of denial, suspension or revocation, the chief of the fire department shall prepare a report indicating the reasons for the suspension or revocation, and shall provide a copy to franchisee at the address given in the franchise agreement. The decision of the chief of the fire department is final unless within ten calendar days from the date of receiving such official's report, the franchisee files with the city clerk a written appeal to the city manager specifying reasons for the appeal. Said appeal shall also include a written rebuttal to the chief of the fire department's report.
- G. The city manager or a designee other than the chief of the fire department shall review the report of the chief of the fire department and the appellant's rebuttal. The city manager or designee may allow the appellant to make an oral argument or submit additional rebuttal. The city manager or designee shall make a ruling on the appeal within 14 days after the appeal has been filed.
- H. The city manager or a designee other than the chief of the fire department shall sustain, reverse or modify the action of the chief of the fire department and shall notify the appellant of the decision in writing. The decision of the city manager or designee is final.

SECTION 4. That Title 9 (Health and Safety), Chapter 9.85 (Emergency and Transfer Ambulance Services), Section 9.85.140, is hereby added and reads as follows:

9.85.140 - Violation—Penalty.

Any violation of any section of this chapter shall constitute a misdemeanor punishable by a fine up to five hundred dollars in accordance with Sections 1.08.010, 1.08.020 and 1.08.030 of the El Paso City Code.

SECTION 5. Except as herein amended, Title 9 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 2024.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:


Jonathan P. Killings, Chief
El Paso Fire Department

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.85 (EMERGENCY AND TRANSFER AMBULANCE SERVICES), SECTION 9.85.060 (FRANCHISE - APPLICATION – CONTENTS) TO ADD A PROCESS FOR DENIAL OF FRANCHISE APPLICATION; SECTION 9.85.070 (FRANCHISE—APPLICATION; REVIEW; HEARING) TO ADD FACTORS CONSIDERED FOR PUBLIC CONVENIENCE AND NECESSITY; SECTION 9.85.130 TO ADD SUSPENSION, REVOCATION, AND APPEAL LANGUAGE; SECTION 9.85.140 TO CLARIFY VIOLATION LANGUAGE; THE PENALTY AS PROVIDED IN SECTION 9.85.140 OF THE EL PASO CITY CODE.

WHEREAS, the City of El Paso wishes to amend Title 9, Chapter 9.85, Sections 9.85.060, 9.85.070, 9.85.130 and add Section 9.85.140 of the El Paso City Code; and

WHEREAS, the need for a more detailed process for ambulance franchise applications has become evident; and

WHEREAS, the factors that City Council considers to determine “public convenience and necessity” at hearing for a franchise application must be clearly defined in order for all parties to have a productive discussion and understanding; and

WHEREAS, in the interest of economy, a mechanism for denying a deficient application will provide the Fire Department a means of bringing only viable applications to City Council for hearing; and

WHEREAS, a process for suspending or revoking a franchise is necessary to ensure that service to the public conforms to an acceptable standard; and

WHEREAS, in order to effectuate due process, franchises given a notice of suspension or revocation are afforded a hearing and opportunity to be heard.

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

SECTION 1. That Title 9 (Health and Safety), Chapter 9.85 (Emergency and Transfer Ambulance Services), Section 9.85.060 (Franchise Application - Contents), is hereby amended to read as follows:

9.85.060 - Franchise application—Contents; denial.

- A. Application for a franchise shall be filed with the city clerk upon forms furnished by the city clerk along with the applicable application fee. The applicant shall furnish the following information:

1. A statement that the applicant has obtained liability insurance in accordance with the requirements provided by this article before commencing service;
 2. A statement of the number of vehicles which the applicant proposes to operate and the make, model and vehicle identification number of each transfer vehicle;
 3. A statement that each vehicle is supplied with ~~a first-aid kit and other~~ minimal emergency equipment as set forth in Section 9.85.110 C;
 4. A list of persons who will act as ambulance attendants and drivers, their current State of Texas Department of State Health Services certificate status, and their date of employment, current ~~Texas or New Mexico~~ driver's license issued by a U.S. state or the U.S. federal government and expiration date, defensive driving or current emergency vehicle operators course certificate, and physician release; and
 5. A statement that the safety mechanism of the vehicle is operative and is in good repair; including, but not limited to, headlights, tail-lights, turn signals, brakes, brake lights, emergency lights, windshield wipers, wiper blades, handles opening doors and windows, and tires and spare tires.
- B. Copies of each application for ~~ambulance service~~ a franchise shall be forwarded to the chief of the fire department or designee for acceptance or denial, and the chief of the fire department shall review applications for ambulance service and make recommendations to the ~~Ceity~~ Ceouncil.
- C. Any person who gives false information regarding any statements made in subsections A.1 through A.5 of this section, shall have his or her application denied, and be guilty of a misdemeanor and subject to the punitive measures set forth in Section 1.08.010.
- D. The chief of the fire department may deny an application for a franchise, whether original or renewal, by serving the applicant with written notice by hand-delivery or certified mail, return-receipt requested, if the chief of the fire department finds:
1. That the applicant has supplied false or incorrect information on the franchise application;
 2. That the applicant has failed to supply all information required on the franchise application form; or
 3. That the applicant has failed to pay the franchise application fee.
- E. In the event that the applicant's franchise is under suspension or revocation, no new franchise shall be granted until the term of such suspension or revocation has expired.
- F. The chief of the fire department shall issue written notice of denial of a franchise application to the applicant which shall contain, as a minimum, the following:

1. The name of the applicant;
2. Statement that the application is denied; and
3. Reason(s) for the denial.

SECTION 2. That Title 9 (Health and Safety), Chapter 9.85 (Emergency and Transfer Ambulance Services), Section 9.85.070 (Application; review; hearing), is hereby amended to read as follows:

9.85.070 - Franchise—Application; factors considered; review; hearing.

- A. Upon acceptance of an application for a franchise, the city council will set the time for a public hearing thereon and receive evidence as to whether the public convenience and necessity justify granting the franchise, whether the applicant is qualified to render good service and has or will have sufficient equipment of suitable type and condition, and to any other relevant facts bearing on whether the franchise will be in the public interest. The city council shall grant the franchise and determine upon what terms and conditions it will be granted, or shall refuse to grant it, in accordance with the council's findings as to whether considering the above standards, the public interest will be served.
- B. In all hearings, the burden of proof shall be upon the applicant~~s~~ to establish that a need in the community exists for the~~ir~~ services.
- C. Factors considered. In determining public convenience and necessity, the City Council may consider but not be limited to the following:
 1. The need for an additional franchise. The number of providers available to provide service in the area in which the applicant proposes to furnish services, and whether granting the franchise will adversely affect existing service providers;
 2. The distance from the operational address at which the applicant proposes to operate the franchise to hospitals and other medical providers serving the public;
 3. Response times, total number of calls for service, and total number of completed transfers for the franchises already serving the area;
 4. The reasonableness of the proposed rates to be charged by the applicant;
 5. Financial responsibility of the applicant; and

6. Whether the applicant has performed such service in a satisfactory manner in the past.

SECTION 3. That Title 9 (Health and Safety), Chapter 9.85 (Emergency and Transfer Ambulance Services), Section 9.85.130 (Violation—Penalty), is hereby amended to read as follows:

9.85.130 -Violation—Penalty. Franchise—Suspension; revocation; appeal.

~~Any violation of any section of this chapter shall constitute a misdemeanor punishable in accordance with Sections 1.08.010, 1.08.020 and 1.08.030 of the El Paso City Code.~~

A. Suspension. The chief of the fire department may issue a written notice of suspension or deferred suspension not to exceed sixty days subject to this chapter if the director determines that any of the following is true:

1. -The franchisee has breached a provision of the franchise agreement;
2. -The franchisee has had its provider license revoked, suspended, reprimanded or placed on probation by the Texas Department of State Health Services;
3. The franchisee is in violation of a provision of this chapter or a rule adopted under this chapter;
4. The franchisee is indebted to the city for fees or payment of penalties imposed by this chapter or by a rule adopted under this chapter;
5. The franchisee is not fit, willing, or able to continue operating the franchise in accordance with the license, this article, the rules and regulations established by the chief of the fire department, and other applicable state and federal laws;
6. The franchise is operating under a trade name other than the one granted to the franchise;
7. — The franchisee was convicted of any felony offense while the franchise was granted; or
8. Continued operation of the franchise poses a risk to the health and safety of the community.

B. -Revocation. The chief of the fire department may issue a written notice of revocation a franchise if the franchisee violates this chapter on two or more occasions within a twelve-month period or if the chief of the fire department determines:

1. The franchisee supplied false or misleading information on the application for the franchise, provider license, or any other license provided by the State.
- C. Notice. The chief of the fire department shall issue a written notice of suspension, deferred suspension, or revocation of a franchise to the franchisee, which shall contain, as applicable, the following:
1. Name and address of the franchise;
 2. Statement of whether the franchise is suspended or revoked;
 3. Reason(s) for the suspension or revocation;
 4. In the case of a suspension, a recommendation for corrective measures to bring the franchise into compliance with the requirements of this chapter;
 5. Reasonable time limit for the completion of the corrective measures;
 6. Statement that the franchise, if suspended, is subject to revocation for failure to complete the corrective measures within the allotted time; and
 7. Statement that the suspension or revocation may be appealed.
- D. A franchisee may not reapply for a new franchise for a period of twelve months after said franchise has been revoked.
- E. A franchisee whose franchise has been suspended shall not work for another franchise as an employee, representative, or ambulance personnel during the suspension period. This subsection shall not apply to an employee exclusively earning a wage or salary.
- F. Appeal. Within ten business days of denial, suspension or revocation, the chief of the fire department shall prepare a report indicating the reasons for the suspension or revocation, and shall provide a copy to franchisee at the address given in the franchise agreement. The decision of the chief of the fire department is final unless within ten calendar days from the date of receiving such official's report, the franchisee files with the city clerk a written appeal to the city manager specifying reasons for the appeal. Said appeal shall also include a written rebuttal to the chief of the fire department's report.
- G. The city manager or a designee other than the chief of the fire department shall review the report of the chief of the fire department and the appellant's rebuttal. The city manager or designee may allow the appellant to make an oral argument or submit additional rebuttal. The city manager or designee shall make a ruling on the appeal within 14 days after the appeal has been filed.

H. The city manager or a designee other than the chief of the fire department shall sustain, reverse or modify the action of the chief of the fire department and shall notify the appellant of the decision in writing. The decision of the city manager or designee is final.

SECTION 4. That Title 9 (Health and Safety), Chapter 9.85 (Emergency and Transfer Ambulance Services), Section 9.85.140, is hereby added and reads as follows:

9.85.140 - Violation—Penalty.

Any violation of any section of this chapter shall constitute a misdemeanor punishable by a fine up to five hundred dollars in accordance with Sections 1.08.010, 1.08.020, and 1.08.030 of the El Paso City Code.

SECTION 5. Except as herein amended, Title 9 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 2024.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Carlos L. Armendariz
Assistant City Attorney

Jonathan P. Killings, Chief
El Paso Fire Department



Legislation Text

File #: 24-484, 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 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 amending the Future Land Use Map (FLUM) contained in "*Plan El Paso*" for the properties legally described as a portion of Tract 12-B, Block 24, Socorro Grant, City of El Paso, El Paso County, Texas, from O-1, Preserve to G-7, Industrial and/or Railyards.

Subject Property: South of Winn Rd. and East of Southside Rd.

Applicant: City of El Paso - El Paso Water, PLCP24-00001

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

AGENDA DATE: April 9, 2024

PUBLIC HEARING DATE: May 7, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Nina Rodriguez, (915) 212-1561

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 amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as a portion of Tract 12-B, Block 24, Socorro Grant, City of El Paso, El Paso County, Texas, from O-1, Preserve to G-7, Industrial and/or Railyards.

Subject Property: South of Winn Rd. and East of Southside Rd.

Applicant: City of El Paso – El Paso Water, PLCP24-00001

BACKGROUND / DISCUSSION:

The applicant is requesting to amend the Future Land Use Map (FLUM) to allow for "concrete mixing plant, permanent". The City Plan Commission reviewed this case on February 22, 2024 and was unable to arrive at a formal recommendation to City Council. As of March 26, 2024, eight (8) emails from seven (7) individuals in opposition to the future land use amendment request. This application is running concurrently with a rezoning application (case PZRZ23-00012). 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 AMENDING THE FUTURE LAND USE MAP (FLUM) CONTAINED IN “PLAN EL PASO” FOR THE PROPERTIES LEGALLY DESCRIBED AS A PORTION OF TRACT 12-B, BLOCK 24, SOCORRO GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM O-1, PRESERVE TO G-7, INDUSTRIAL AND/OR RAILYARDS.

WHEREAS, *Plan El Paso*, as subsequently amended, was initially adopted by the El Paso City Council on March 6, 2012 pursuant to provisions of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan provides a basis for the City’s regulations and policies that directs its physical and economic development; and

WHEREAS, the Future Land Use Map (FLUM) is one of the policies adopted by the El Paso City Council contained within the Comprehensive Plan which identifies desired land use patterns; and

WHEREAS, the City’s Future Land Use Map serves as a guide to the type and manner of future development for the City of El Paso; and

WHEREAS, when changes and amendments to the zoning map are requested, the reviewing City departments and the City Plan Commission must make recommendations regarding the conformity of the proposed change to the City’s Comprehensive Plan; and

WHEREAS, in some instances when a request to amend the zoning map does not conform to the Future Land Use Map, an amendment to that map may be required; and

WHEREAS, the City Plan Commission, after conducting a public hearing, provided no formal recommendation; and

WHEREAS, after conducting a public hearing, the proposed amendment to the Future Land Use Map of *Plan El Paso* will have no negative impact upon the public health, safety, morals, and general welfare of the City, and will carry out the purpose and spirit of the policies expressed in *Plan El Paso*.

ORDINANCE NO. _____

HQ24-2221|Trans 5119000|P&I
FLUM Amendment Winn southside Rd.
RTA

PLCP24-00001

Page 1 of 3

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

1. That the areas identified in “Exhibit A” and legally described as a portion of Tract 12-B, Block 24, Socorro Grant, City of El Paso, El Paso County, Texas, be incorporated into the City’s Comprehensive Plan, *Plan El Paso*, for all the purposes, including amending the Future Land Use Map from O-1, Preserve to G-7, Industrial and/or Railyards.
2. That *Plan El Paso* and its related documents, as herein modified, shall remain in full force and effect as to the long-range general policies for guiding growth and development in the City.

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____
HQ24-2221|Trans 5119000|P&I
FLUM Amendment Winn southside Rd.
RTA

PLCP24-00001

Exhibit A: Metes & Bounds

ORDINANCE NO. _____
HQ24-2221|Trans 5119000|P&I
FLUM Amendment Winn southside Rd.
RTA

PLCP24-00001

Page **3** of **3**

EXHIBIT "A"

Prepared for: Jobe Materials
September 27, 2022

METES AND BOUNDS DESCRIPTION

Description of a parcel of Land being a portion of Tract 12-B, Block 24, Socorro Grant, City of El Paso, El Paso County, Texas; and being more particularly described by metes and bounds as follows:

Commencing for reference an existing brass disk City Monument at the centerline intersection of Winn Road (70' R.O.W.) and Pan American Drive (90' R.O.W.), from which at an existing brass disk City Monument at the point of curve centerline of Winn Road, bears South 87°06'46" East a distance of 998.85 feet; Thence leaving said centerline intersection, South 15°44'28" East a distance of 3172.74 feet to a set ½" rebar with cap marked TX.5152 for the "TRUE POINT OF BEGINNING".


Thence, North 24°59'43" East a distance of 674.83 feet to a set ½" rebar marked TX. 5152;

Thence, South 64°24'12" East a distance of 553.41 feet to a set ½" rebar marked TX. 5152;

Thence, South 25°44'35 West a distance of 914.48 feet to a set ½" rebar marked TX. 5152;

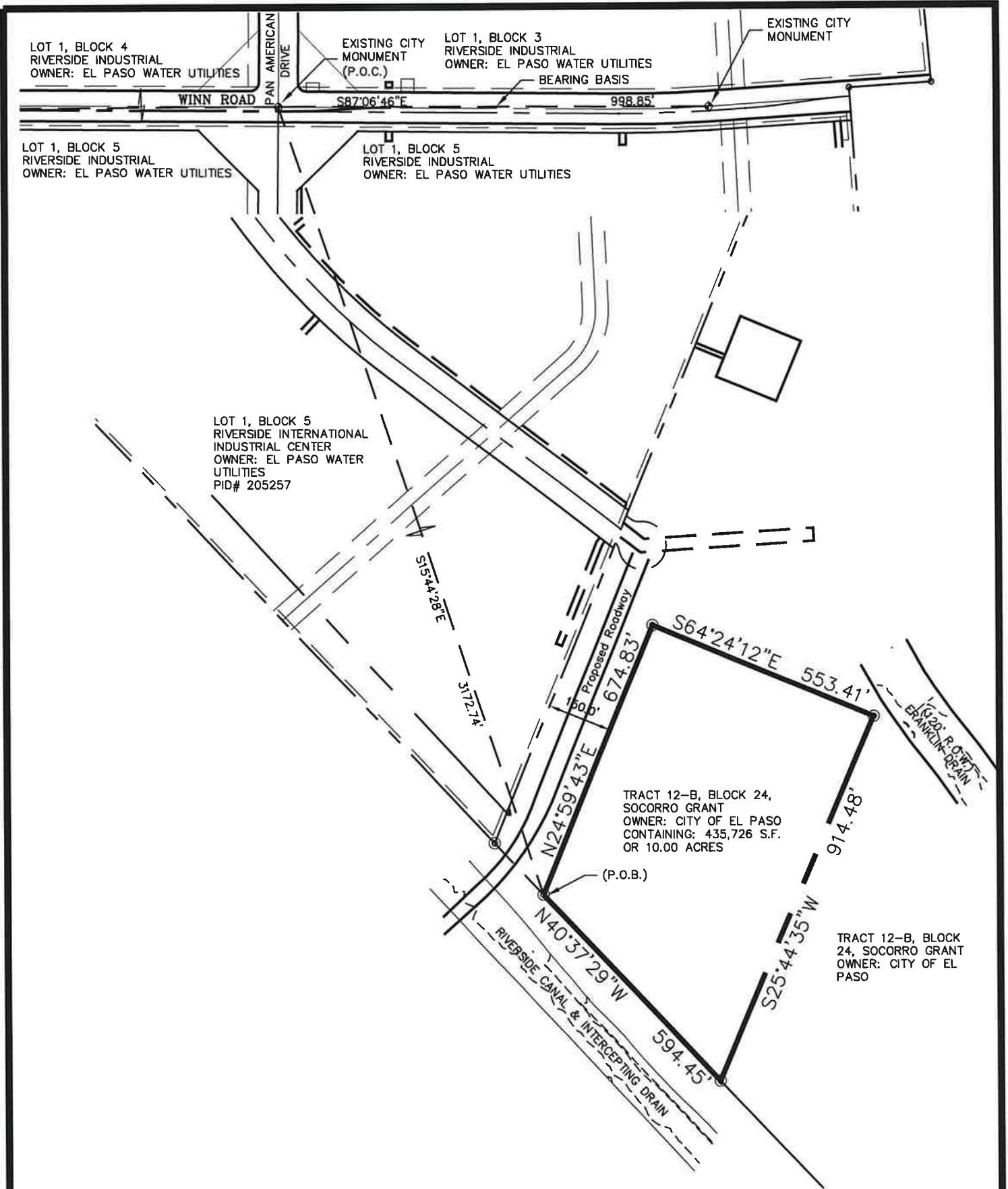
Thence North 40°37'29" West a distance of 594.45 feet to the "TRUE POINT OF BEGINNING" and containing 435,726 square feet or 10.00 acres of land more or less.

A drawing of even date accompanies this description.


Ron R. Conde
R.P.L.S. No 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100



NOTES:

1. SET $\frac{1}{2}$ " REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY

RON R. CONDE R.P.L.S #5152

JOB # 922-16

DATE: SEPTEMBER 27, 2022

FIELD: M.S.

OFFICE: C.C.



BEING A PORTION OF TRACT 12B,
BLOCK 24, SOCORRO GRANT,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

CONDE INC.
6080 SURETY SUITE 100
EL PASO, TEXAS 79905, FIRM#10078100

CADD FILE: S:\SU\LV\RIVERSIDEIND

SCALE: 1"=300'

©COPYRIGHT 2022/CONDE INC.
ALL RIGHTS RESERVED

South of Winn Rd. and East of Southside Rd.

City Plan Commission — February 22, 2024 **REVISED**



CASE NUMBER:	PLCP24-00001
CASE MANAGER:	Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov
PROPERTY OWNER:	City of El Paso – El Paso Water
REPRESENTATIVE:	Conde Inc.
LOCATION:	Generally South of Winn Rd. and East of Southside Rd (District 7)
PROPERTY AREA:	10 acres
REQUEST:	Adjust the Future Land Use designation from O-1, Preserve to G-7, Industrial and/or Railyards
RELATED APPLICATIONS:	PZRZ23-00012, Rezoning
PUBLIC INPUT:	Eight (8) email of opposition from seven (7) received as of February 22, 2024

SUMMARY OF REQUEST: The applicant is requesting an amendment to *Plan El Paso*, the City's comprehensive plan, to adjust the Future Land Use designation for one property, from O-1, Preserve, to G-7, Industrial, to accommodate proposed industrial development.

PLCP24-00001

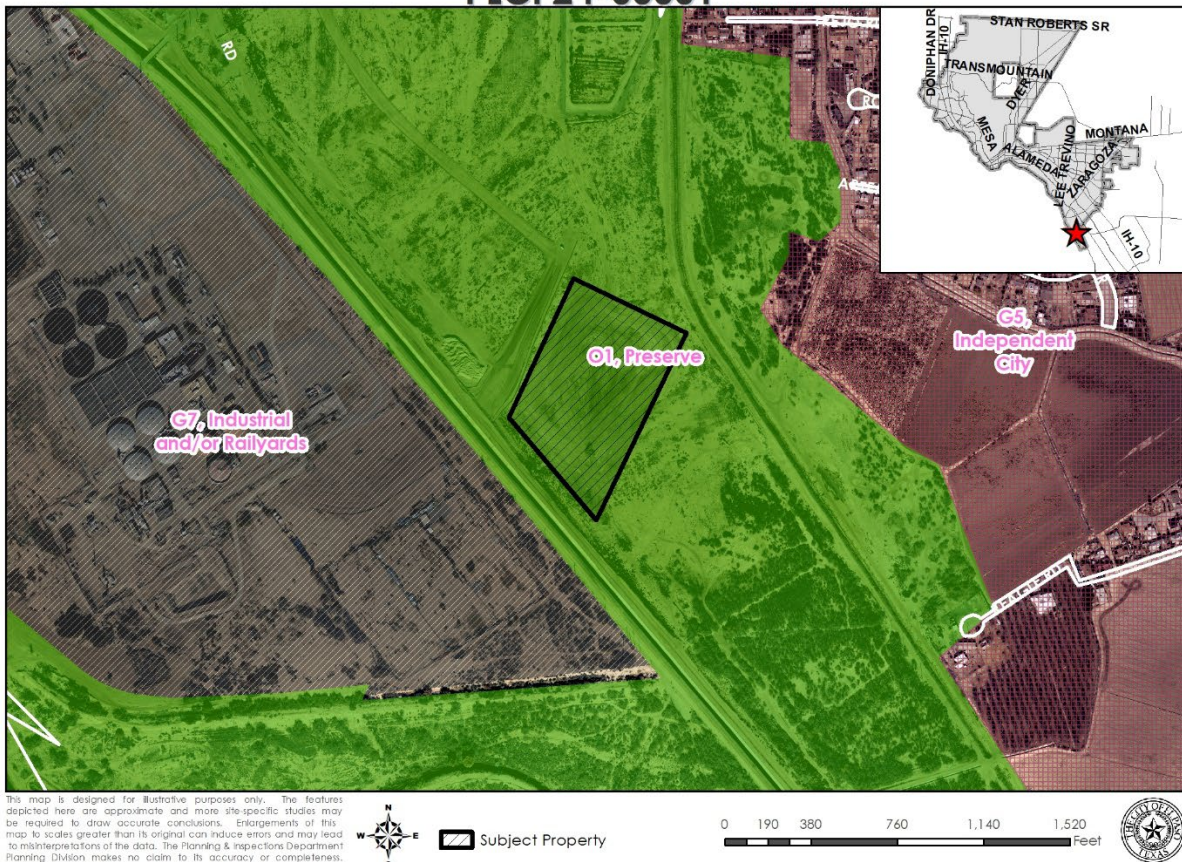


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is proposing to adjust the Future Land Use designation on a 10-acre property in order to allow for development of a concrete mixing plant, permanent. The G-7 designation is most in character with the proposed development for the property, which is similar in scale and character to nearby industrial zoned properties and uses.

This case is related to application number PZRZ23-00012, which requests to rezone the subject area from R-F (Ranch-Farm to M-1 (Light Manufacturing).

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: Nearby properties with similar zoning and uses are also designated G-7. An existing wastewater treatment plant located to the west is designated G-7 Industrial. Areas to the northwest although designated O-1 Preserve are zoned M-1 (Manufacturing). The Rio Bosque Wetland Park is located to the south east of the subject property and is designated O-1 Preserve. Any development should be sensitive and mitigate effects to the maximum extent possible.

COMPLIANCE WITH PLAN EL PASO – When evaluating whether a proposed adjustment is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
Future Land Use Map: Proposed Future Land Use designation for the property: 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	<i>Plan El Paso</i> calls out the G-7 designation as appropriate for industrial uses, which is in keeping with the proposed use. The associated rezoning to M-1 will ensure that any future proposed uses will remain compatible with the G-7 designation.
Preferred Development Locations: Is the property in a “Compact Urban” area?	N/A

THE PROPOSED DESIGNATION’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.	N/A
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested change.	The subject property is directly adjacent to existing industrial zoning and uses, the development of the subject property will be in line with adjacent zoning and uses.
Natural Environment: Anticipated effects on the natural environment.	The subject property is currently vacant land. The existing wetland park is located approximately 1000+ feet from the subject property, the wetlands manager noted no anticipated negative effects from the rezoning proposal.
Stability: Whether the area is stable or in transition.	The surrounding area is stable with existing industrial uses and vacant land.

Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing designation no longer suitable for the property.	The subject property is being leased to be developed as a Concrete Mixing Plant, Permanent and therefore the 'Preserve' designation is no longer appropriate.
--	---

PUBLIC COMMENT: Although public notification is not required for Comprehensive Plan Amendments, this application did receive public comment. As of February 21, 2024, the Planning Division has received six (6) emails in opposition to the comprehensive plan amendment request. Comments of opposition cite concerns of loss on open space, impact on wildlife, environmental impact to the Rio Bosque, pollution, health hazards, and proximity to residential properties.

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) has the authority to advise City Council on changes to the Comprehensive Plan. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the 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 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 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. Public Comment
2. Applicant Response to Public Comment

ATTACHMENT 1

From: [Smith, Kevin W.](#)
To: [Rodriguez, Nina A.](#)
Cc: [Garcia, Raul](#); [Zamora, Luis E.](#); [Ramirez, Elsa](#)
Subject: FW: Feb. 8 meeting of Planning Commission, PZR223-0012
Date: Thursday, February 8, 2024 7:12:34 AM

Good morning Nina,
FYI. Thank you.

Kevin

From: Marilyn Guida <mrg52muse@gmail.com>
Sent: Wednesday, February 7, 2024 5:57 PM
To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>; Smith, Kevin W. <SmithKW@elpasotexas.gov>
Subject: Feb. 8 meeting of Planning Commission, PZR223-0012

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I would like my comments to be shared with the Planning Commission on this topic on February 8, 2024 prior to the meeting. I may be able to attend online, in which case I would like to speak to the Planning Commission during public testimony.

I am strongly opposed to Rezones 6 & 7, the cement mixing plant proposed to be located at Winn Rd & Southside Rd. This is the type of use that will have significant environmental impacts to the Rio Bosque wildlife such as noise, emissions and truck operations which would drive wildlife away and damage the plant life which can't run away.

Rio Bosque is owned and operated by the University of Texas El Paso. UTEP staff and volunteers have been working for decades to bring this area back to a condition that will support wildlife and restore water flow. It's a place to enjoy the quiet and hear the birds, watch waterfowl, and provide a refuge for people to understand the quality of life that this refuge brings.

I am opposed to this project because it will surely cause loss of property values for the nearby residents due to the noise and emissions from the plant as well as the frequent heavy truck traffic.

This cement mixing plant is a huge mistake in all these ways at a minimum.

I urge the Planning Commission to refuse to support this rezone.

Thank you,

Marilyn Guida
Resident of El Paso from June 2008 to January 2022

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Subject: FW: Feb. 22nd City Plan Commission: items 6 & 7
Date: Tuesday, February 20, 2024 7:45:49 AM
Attachments: [image.png](#)
[image.png](#)
[Plan EP 2012 Sustainability.pdf](#)
[~WRD0000.jpg](#)
[image001.png](#)

FYI

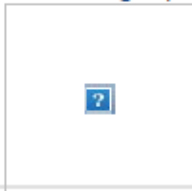
Elsa Ramirez | Administrative Assistant

P: 915. 212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirezez@elpasotexas.gov

ElPasoTexas.gov | [Take Our Survey](#)



Planning & Inspections Department
City of El Paso

From: Vero Ann Carrillo <verocarrillo915@gmail.com>

Sent: Monday, February 19, 2024 11:59 PM

To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>

Cc: Smith, Kevin W. <SmithKW@elpasotexas.gov>

Subject: Feb. 22nd City Plan Commission: items 6 & 7

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Hi Elsa,

I hope this email finds you well. I have a few questions (below) about Items 6 and 7 on the agenda for Thursday's CPC meeting. Could you help forward these questions to the appropriate person?

The impact of the concrete plant on people living close to the subject property and as well as the Rio Bosque is very disconcerting. This rezoning request chips away at the goals and policies set by Plan El Paso for connected open spaces. I ask that the City Plan Commission **vote to not recommend** the rezoning request.

Thank you,
Veronica Carrillo

Question 1: Items 6 and 7 contain a request to rezone 10 acres of land owned by El Paso Water to remove the zoning of "preserve" to accommodate a proposed industrial

development, specifically a permanent concrete mixing plant.

Attached is a photo of the property from Sunday, February 18th. Despite multiple references in the backup for the agenda items to the subject property as "currently vacant" land, the land has been cleared and a concrete batch plant is already set up. The picture also shows a white trailer with the Jobe company logo on it and piles of material that appear to be gravel and/or sand around the property. However, this property is currently zoned "preserve". Have any rules, laws, ordinances, codes, etc. been broken or violated by having set up this concrete batch operation on a property zoned for "preserve"?

Image removed by sender.



Question 2: Page 1 of the backup for item 7 says staff recommends imposing the following condition: "A Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code before issuance of any certificates of occupancy or certificates of completion."

The two satellite images below (also [click here](#)) show that the subject property was cleared some time before May 2023.

Given that the concrete mixing plant operator has set up operations on the property before obtaining a certificate of occupancy, what rules, ordinances, codes, laws, etc. have been violated or broken?



Question 3: The TCEQ requires certain permits for concrete batch plants. Has the City of El Paso verified whether the concrete mixing plant operator has submitted applications to the TCEQ for the necessary permits?

Question 4: The negative health issues posed by concrete batch plants due to pollution such as dust and truck exhaust are well documented. There's a neighborhood in Socorro located about .23 miles from the subject property. What consideration is the City of El Paso giving to the negative health impacts the concrete batch plant will have on the people living in homes close by?

Question 5: The backup documents for the agenda items note how the proposed action complies with Plan El Paso. However, the rezoning of the subject property from "preserve" to "industrial" appears to conflict with the Habitat & Biodiversity goals and policies under the Sustainability element of the plan. Part of the vision the plan sets forth is corridors of natural habitat running throughout the city connecting open spaces, like the Rio Bosque. The rezoning of the subject property appears to cut off the Rio Bosque from connecting to other open spaces in El Paso. As the UTEP program manager for the Rio Bosque stated in the comment he submitted via email, "the Rio Bosque benefits from having biological connectivity with other areas of undeveloped open space...Each time undeveloped lands surrounding the park are cleared and developed in various ways, the value of the park as a natural area is diminished." What consideration is given to how this rezoning proposal complies with the Sustainability element of Plan El Paso?

(The sustainability section of Plan El Paso is attached. [Click here](#) to view volume 2 of the Plan that contains the section for this element. See page 10.27)

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Cc: [Smith, Kevin W.](#); [Garcia, Raul](#)
Subject: FW: Regarding City Planning Commission Meeting Item # PLCP 24-00001 Cement Batch Plant
Date: Wednesday, February 21, 2024 10:01:23 AM
Attachments: [image001.png](#)
Importance: High

FYI

Elsa Ramirez | Administrative Assistant

P: 915.212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirezez@elpasotexas.gov

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Planning & Inspections Department
City of El Paso

From: Torres, Jose R <jrtorres1@utep.edu>

Sent: Wednesday, February 21, 2024 10:01 AM

To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>

Cc: District #7 <District#7@elpasotexas.gov>; mayor@elpaso.gov;

eduardoatalamantes@gmail.com; Iliana Holguin <commissioner3@epcounty.com>; District #3

<District3@elpasotexas.gov>; Maria Bouche <dbouche915@gmail.com>; M Carr

<mmcarr008@gmail.com>; Sylvia Carreon <longhorn_1989@hotmail.com>; Deborah Torres

<deborah.j.torres@gmail.com>

Subject: Regarding City Planning Commission Meeting Item # PLCP 24-00001 Cement Batch Plant

Importance: High

You don't often get email from jrtorres1@utep.edu. [Learn why this is important](#)

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Greetings:

I am contacting you joining along with other concerned citizens in the Mission Valley to express my vigorous opposition to the proposed application for a cement batch plant to be discussed under item #6 PLCP 24-00001 at the City Planning Commission meeting on Thursday, February 22nd.

The proposed location of the cement plant next to a residential area and a wildlife preserve is, to say the least, a very poor idea and will have a harshly negative impact on the region's environment, with increased pollution and traffic safety concerns. These concerns should be readily apparent to anyone who has any concerns for the

needs of the community.

All too often, the legitimate issues raised by the residents of the Mission Valley have been totally ignored because of special interest agendas. Please ask yourself, would you be willing to welcome, encourage, and work for the establishment of a cement batch plant next to your neighborhood?

If your answer is no, you can understand the reason why the residents next to the proposed cement plant location are concerned about this issue. Please take their fears into serious consideration and do whatever you can to deny this ill-considered application.

Respectfully,

Jose R. Torres, Vice President
Pueblo Viejo Neighborhood Association
(915) 526-5309

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Cc: [Garcia, Raul](#); [Smith, Kevin W.](#); [Zamora, Luis F.](#)
Subject: FW: Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd
Date: Wednesday, February 21, 2024 10:06:39 AM

FYI

Elsa Ramirez | Administrative Assistant
P: 915. 212.1569
A: 801 Texas Ave. El Paso, TX 79901
E: ramirez@elpasotexas.gov
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Planning & Inspections Department
City of El Paso

-----Original Message-----

From: Laurence Gibson <laurenceagibson@gmail.com>
Sent: Wednesday, February 21, 2024 10:06 AM
To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>
Subject: Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd

[You don't often get email from laurenceagibson@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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Dear Planning and Zoning Commission,

Our El Paso Group of the Sierra Club is very concerned about the proposed rezoning of these 10 acres and approval of a concrete plant. We are also astonished that Jobe has already cleared and moved equipment onto an unapproved site. Certainly this is illegal. We will be investigating this.

Concrete plants are notorious polluters and Socorro residents will be affected. We call this environmental racism, degrading air quality of citizens living in low-lying areas by those who live high above the city. The proposed rezoning will also have the effect of opening up an industrial area where farming and ranching are now in place.

Jobe has a long history of impacting residential areas. Not so long ago it was the neighborhood and schools in Northeast below McKelligon Canyon. We breathed a sigh of relief (literally) when he sold out. Unfortunately, the folks in Socorro are not as well organized or as well-heeled. It is up to you folks on the commission to protect their quality of life. There is no reason other than convenience and cost that Mr. Jobe cannot move his operation further out of town. He will still make plenty of profit.

From: [Sylvia Carreon](#)
To: [mmcarr008@gmail.com](#); [Rodriguez, Nina A.](#)
Subject: Fw: OPPOSE: Cement Batch Plant (PLCP 24-00001)
Date: Wednesday, February 21, 2024 10:36:08 AM

You don't often get email from longhorn_1989@hotmail.com. [Learn why this is important](#)

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Thank you Marcie for this email but I want to let all on the email to forward to Opposition to the City Planning Staff Contact which is as follows: RodriguezNA@elpasotexas.gov

From: M Carr <mmcarr008@gmail.com>
Sent: Tuesday, February 20, 2024 10:00 PM
To: Sylvia Carreon <longhorn_1989@hotmail.com>; Fabiola Campos-Lopez <corridor20ca@yahoo.com>; duenezas57@gmail.com <duenezas57@gmail.com>; Dolores Bouche <dbouche915@gmail.com>; Deborah Torres <Deborah.J.Torres@gmail.com>; eduardoatalamantes@gmail.com <eduardoatalamantes@gmail.com>; Lucilla Najera <najeralucilla@yahoo.com>; prainer@sbcglobal.net <prainer@sbcglobal.net>; ceniceromario@gmail.com <ceniceromario@gmail.com>; villagrane@yahoo.com <villagrane@yahoo.com>; jjvielma@aol.com <jjvielma@aol.com>; playaneighborhoodassociation@gmail.com <playaneighborhoodassociation@gmail.com>; Torres, Jose R <jrtorres1@utep.edu>
Subject: OPPOSE: Cement Batch Plant (PLCP 24-00001)

Good Afternoon Mission Valley Area Neighborhood Associations,

I hope this email finds you well. I am Marcie Carrillo Mission Valley Planning representative.

I am writing this email to ask for your help to **OPPOSE** a proposed cement plant in our area.

The intended application plans to set up a Cement Batch Plant permanently in a lot close to a residential area and the Rio Bosque Bird Sanctuary. We the Mission Valley neighborhood associations, should stay united and strong to protect the health and environment of our community, animals, and our soil.

So I ask you please call to **OPPOSE** this item. The Planning Commission meeting is to take place this

Thursday, February 22nd at 1:30 pm

Item #6 PLCP 24-00001

You may call using the following phone numbers:

(915) 213-4096 or toll free(833)664-9267 CONFERENCE ID# 360 855

497#

Email: ramirezez@elpasotexas.gov

If you have any questions please feel free to contact me.

Thank you for your time and support.

Marcie Carrillo

EPNC Mission Valley Planning Area Representative

(915) 702-8699

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Cc: [Smith, Kevin W.](#); [Garcia, Raul](#); [Zamora, Luis F.](#)
Subject: FW: 022224 CPC Agenda Items 6 and 7
Date: Wednesday, February 21, 2024 7:22:07 AM
Attachments: [image001.png](#)

FYI

Elsa Ramirez | Administrative Assistant

P: 915. 212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirezez@elpasotexas.gov

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Planning & Inspections Department
City of El Paso

From: Sito Negrón <sito.negron@gmail.com>
Sent: Wednesday, February 21, 2024 7:17 AM
To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>
Subject: Re: 022224 CPC Agenda Items 6 and 7

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Good morning. Please see updated comment. Thank you!

Re Item 6 and 7

Dear Commissioners,

I understand the need for materials for the EPW plant development, and the nature of the rapidly growing industrial area clustered around the ports. However, Item 6 notes that the area under consideration is part of a broader designation under Plan El Paso. The City, the PSB, and the City of Socorro, which has Cougar Park nearby, should we working together to expand Rio Bosque into a major regional attraction and living laboratory. Its location next to the sewage plants makes it an ideal location for scientific study into wetland filtration.

Zaragoza is a reality, and while there are significant efforts to improve its efficiency in and around the port, they have been focused on the economic development. That is critical, but so is community quality of life, and the remnants of natural environment

that once filled the River Valley from The Pass down to the County Line. The overriding effort in this area directly to the south of the port should be to cluster the industrial uses closer together, and increase the open space, as opposed to the other way around.

I realize those are larger policy considerations, and you may be counseled that they have no place in the discussion about Items 6 and 7. Your purview may be limited. Fair enough! If that is the case, then simply stick to Plan El Paso, and vote no on Item 6.

PS: Altering Plan El Paso for spot zoning is a form of policy. We've just been doing that for so long it doesn't register. Please vote against both Items 6 and 7. If you are allowed to submit comments to the City Council, please recommend that they work with the applicants, public and private, to move the facility further from residents and Rio Bosque.

On Wed, Feb 7, 2024 at 3:52 PM Sito <sito.negron@gmail.com> wrote:

Please accept this as comment from the Sunset Heights Neighborhood Improvement Association and share with CPC Commissioners. Thank you.

Re Item 7

Dear Commissioners,

The Sunset Heights Neighborhood Improvement Association exists to improve Sunset Heights. We share a common interest with other neighborhood associations. Sunset Heights is built on the first hill as the valley climbs to the mountains - the river valley cutting through the mountains defines this area. A famous painting shows the valley below Sunset Heights verdant. Sadly, Rio Bosque is one tiny remnant of hundreds of square miles of rich river valley that stretched throughout what is now El Paso County. Were satellite images available then, what we now see as a mass of gray would have been a stretch of green of global significance, visible from space.

It is unconscionable that instead of growing Rio Bosque, expanding the tiny bit of green left, you are being asked to create a further mass of gray. The land is owned by the public. What better opportunity will we ever have to expand Rio Bosque?

The utility understands the value of green space - it recently invested millions to develop a water capturing arroyo in what most presume will in the near future be new development in the Northeast. If we can do it there we can do it in the Valley. Don't put further industrial burdens on Valley residents. Please do not allow this zoning change, and instead request that the utility explore ways to turn that property over to Rio Bosque's stewards.

Sent from my iPhone

On Feb 5, 2024, at 11:48, Ramirez, Elsa
<RamirezEZ@elpasotexas.gov> wrote:

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Cc: [Smith, Kevin W.](#); [Garcia, Raul](#); [Zamora, Luis F.](#)
Subject: FW: Item #6 PLCP24-00001 and Item #7 PZR223-00012
Date: Wednesday, February 21, 2024 6:29:15 PM
Attachments: [image001.png](#)

Hi Nina,

Just received another one.

Elsa Ramirez | Administrative Assistant

P: 915. 212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirez@elpasotexas.gov

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Planning & Inspections Department
City of El Paso

From: Deborah Torres <deborah.j.torres@gmail.com>
Sent: Wednesday, February 21, 2024 6:28 PM
To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>
Cc: Etiwe, Philip F. <EtiwePF@elpasotexas.gov>; Garcia, Raul <GarciaR1@elpasotexas.gov>; Eva Vielma <jjvielma@aol.com>; Maricela Carrillo <mmcarr008@gmail.com>; Sylvia Carreon <longhorn_1989@hotmail.com>; Fabiola Campos-Lopez <corridor20ca@yahoo.com>; Jose R. Torres <jrtorres1@utep.edu>
Subject: Item #6 PLCP24-00001 and Item #7 PZR223-00012

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I request that the following comments be read during public comment for the referenced items.

Commissioners and concerned individuals:

My name is Deborah Torres and I am a resident of the Mission Valley and secretary of the Pueblo Viejo Neighborhood Association. I am **strongly opposed** to the approval of the referenced items #6 and 7 for the

following reasons:

- 1) Negative health impact to neighboring residents-
Findings by the Environmental Protection Agency indicate that particulate matter released by these plants can cause asthma, throat cancer, cardiac arrest and bronchitis.
- 2) Negative environmental impact to the Rio Bosque preserve and wildlife
- 3) The presence of yet another industrial entity in the Mission Valley will disrupt and compromise the Mission Valley's aesthetics and historic value.

The only foreseeable benefit in approving the rezoning request is financial for the Jobe Concrete Company.

Please vote again Items 6 and 7.

Best,

Deborah Torres

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Cc: [Smith, Kevin W.](#); [Garcia, Raul](#); [Zamora, Luis E.](#)
Subject: FW: Feb. 22, 2024: Item 6
Date: Thursday, February 22, 2024 7:09:53 AM
Attachments: [CPC 02.22.24 - Comment Items 6.pdf](#)
[image001.png](#)

FYI

Elsa Ramirez | Administrative Assistant

P: 915. 212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirez@elpasotexas.gov

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Planning & Inspections Department
City of El Paso

From: Vero Ann Carrillo <verocarrillo915@gmail.com>

Sent: Wednesday, February 21, 2024 10:39 PM

To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>

Cc: Smith, Kevin W. <SmithKW@elpasotexas.gov>

Subject: Feb. 22, 2024: Item 6

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Hi, please accept my comment for item 6 below. It is also attached as a PDF.

Dear City Plan Commissioners,

I am reaching out to respectfully voice my opposition to agenda items 6 and 7 scheduled for discussion at the upcoming CPC meeting on February 22, 2024. While I recognize the importance of economic development, I firmly believe in the necessity of safeguarding our community's health and quality of life.

Item 6 proposes a significant deviation from the City's master plan, Plan El Paso, by seeking to alter the designated future land use of a specific property from "Preserve" to "Industrial". Item 6 challenges the integrity of Plan El Paso..

Figure 1: Future land use map according to Plan El Paso

Furthermore, as depicted in Figure 2, the current guidelines recommend clustering industrial properties around the Zaragoza port of entry, with a clear boundary at the Franklin Spur Drain. Extending industrial zoning into areas earmarked for preservation disrupts this strategic planning.

Figure 2: Future land use map according to Plan El Paso.

The timing of these proposed changes is particularly concerning, given the City's initiation of Envision El Paso, an effort to update the Plan El Paso. This effort is at risk of being undermined if the commitments made in Plan El Paso are not upheld. The decisions made regarding items 6 and 7 will send a potent message to our community about the value of their contributions and the future direction of our city.

The backup for item 7 notes that waste water from the concrete mixing plant will be

collected in a ponding area on the subject property. With the subject property being only .13 miles from the Rio Bosque this raises questions about contaminating the wetlands. Wildlife that may find their way into the ponding area will carry contaminants within them into the Rio Bosque. Moreover, the juxtaposition of such an industrial operation alongside water treatment facilities invites further scrutiny. What are the consequences of placing a concrete mixing plant next to a water treatment plant and the future site of a water purification plant?

It begs the question: why pursue rezoning when alternative sites, already zoned for light manufacturing and situated within the industrial zone near Zaragoza, exist and are owned by the City of El Paso/El Paso Water? These locations are not only more suitable but also positioned further from residential areas, thereby aligning better with Plan El Paso's vision for sustainable development.

The consideration of land values and the potential for higher returns on city-owned properties underscores the opportunity for more prudent fiscal stewardship.

-
-
- The 100-acre parcel of land directly adjacent to the west of the subject property was
- zoned for ranch/farm. It was rezoned in 1992 from ranch/farm to light manufacturing. This land too should be zoned "preserve" yet it's curious that this is not the potential site for the concrete mixing plant as it is already zoned for light manufacturing.
- This parcel is valued at \$4M.
-
-
-
- Properties within the industrial area, that are owned by the City of El Paso or El Paso
- Water/Public Service Board, are valued at about \$600k - \$800k for 10 acres, about the same size and shape as the subject property. The subject property is 10 acres and is located within a 30 acre parcel of land valued at just over \$106k. (Note that the parcels
- in the industrial area are farther away from people's homes.)
-

Selling land already zoned for industrial purposes, particularly in areas with higher valuation in the industrial area, would serve the City's financial interests while preserving our commitment to environmental and community health.

I urge the Commission to consider the long-term implications of these rezoning proposals, not just for El Paso's urban landscape but for the health and well-being of our community. Thank you for your thoughtful consideration of these concerns.

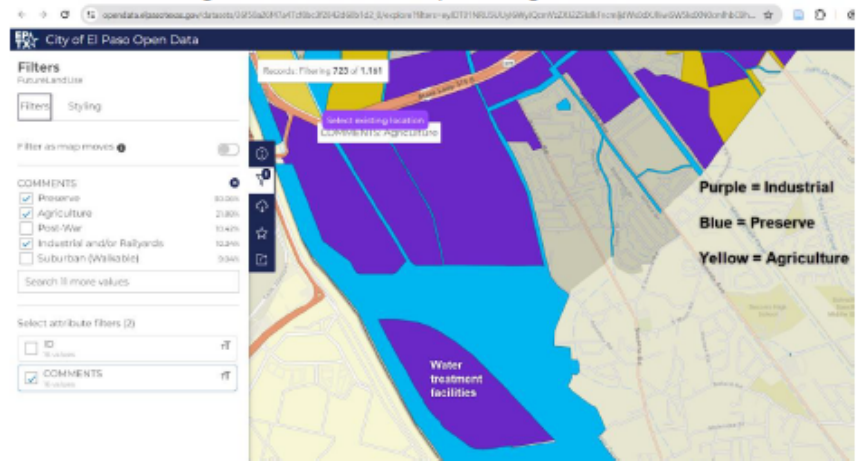
Sincerely,
Veronica Carrillo
915-701-8974

Dear City Plan Commissioners,

I am reaching out to respectfully voice my opposition to agenda items 6 and 7 scheduled for discussion at the upcoming CPC meeting on February 22, 2024. While I recognize the importance of economic development, I firmly believe in the necessity of safeguarding our community's health and quality of life.

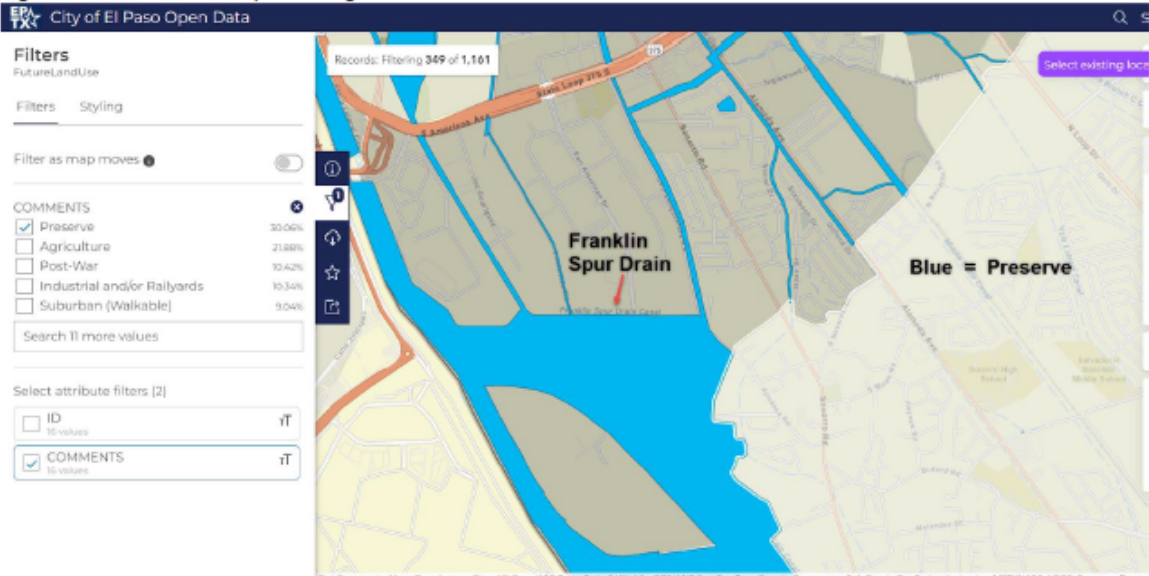
Item 6 proposes a significant deviation from the City's master plan, Plan El Paso, by seeking to alter the designated future land use of a specific property from "Preserve" to "Industrial". Item 6 challenges the integrity of Plan El Paso.

Figure 1: Future land use map according to Plan El Paso



Furthermore, [as depicted in Figure 2](#), the current guidelines recommend clustering industrial properties around the Zaragoza port of entry, with a clear boundary at the Franklin Spur Drain. Extending industrial zoning into areas earmarked for preservation disrupts this strategic planning.

Figure 2: Future land use map according to Plan El Paso.



The timing of these proposed changes is particularly concerning, given the City's initiation of Envision El Paso, an effort to update the Plan El Paso. This effort is at risk of being undermined if the commitments made in Plan El Paso are not upheld. The decisions made regarding items 6 and 7 will send a potent message to our community about the value of their contributions and the future direction of our city.

The backup for item 7 notes that wastewater from the concrete mixing plant will be collected in a ponding area on the subject property. With the subject property being only .13 miles from the Rio Bosque this raises questions about contaminating the wetlands. Wildlife that may find their way into the ponding area will carry contamination with them into the Rio Bosque. Moreover, the juxtaposition of such an industrial operation alongside water treatment facilities invites further scrutiny. What are the consequences of placing a concrete mixing plant next to a water treatment plant and the future site of a [water purification plant](#)?

It begs the question: why pursue rezoning when alternative sites, already zoned for light manufacturing and situated within the industrial zone near Zaragoza, exist and are owned by the City of El Paso/El Paso Water? These locations are not only more suitable but also positioned further from residential areas, thereby aligning better with Plan El Paso's vision for sustainable development.

The consideration of land values and the potential for higher returns on city-owned properties underscores the opportunity for more prudent fiscal stewardship.

- The 100-acre parcel of land directly adjacent to the west of the subject property was zoned for ranch/farm. It was rezoned in 1992 from ranch/farm to light manufacturing. This land too should be zoned "preserve" in keeping with Plan El Paso, yet, curiously, this is not the potential site for the concrete mixing plant as it is already zoned for light manufacturing. This 100-acre parcel is valued at \$4M.
- Properties within the industrial area, that are owned by the City of El Paso or El Paso Water/Public Service Board, are valued around \$600k - \$800k. For example, a 19-acre parcel (geo ID R61099900100100) is valued at about \$802k. The subject property is 10 acres and is located within a 30-acre parcel of land valued at just over \$106k. (Note that the parcels in the industrial area are farther away from people's homes.)

Selling land already zoned for industrial purposes, particularly in areas with higher valuation in the industrial area, would serve the City's financial interests while preserving our commitment to environmental and community health.

I urge the Commission to consider the long-term implications of these rezoning proposals, not just for El Paso's urban landscape but for the health and well-being of our community. Thank you for your thoughtful consideration of these concerns.

Sincerely,

Veronica Carrillo
915-701-8974
Verocarrillo915@gmail.com

ATTACHMENT 2

From: [Conrad Conde](#)
To: [Rodriguez, Nina A.](#); [Zamora, Luis F.](#); [Garcia, Raul](#)
Subject: FW: Zoning on Pan American
Date: Thursday, February 8, 2024 2:23:37 PM

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FYI

Conrad Conde, CNU-A
[Conde, Inc. | 50 Years of Service](#)
6080 Surety, Suite 100
El Paso, Texas 79905
cconde@condeinc.com
M: (915) 472-2212
O: (915) 592-0283

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From: Stanley Jobe <stanley@jobeco.com>
Sent: Thursday, February 8, 2024 2:22 PM
To: mrg52muse@gmail.com
Cc: Conrad Conde <CConde@condeinc.com>; Garcia, Raul <GarciaR1@elpasotexas.gov>; Garrett Yancey <garrett@jobeco.com>; Ralph Richards <ralph@jobeco.com>
Subject: Zoning on Pan American

Dear Ms. Guida,

I understand you are against our proposal to zone a parcel located at 10002 Pan American Drive. The City Plan Commission forwarded a copy of your email to our Engineer of Record that you sent to Ms. Ramirez and Mr. Smith with the City Planning department.

I would like to meet with you either on the site, at the City offices or at a location of your choice to discuss our zoning proposal. I will not be confrontational and only informative. I respect your opinion to oppose this zoning request but perhaps once you see what we propose and what the

property has been used for in the past you may change your mind or at least be more comfortable with the proposed use.

You can reach me by email stanley@jobeco.com or my office 915-298-9900 or my cell phone 915-478-2301.

I hope that we can meet.

Best regards,

Stanley Jobe
Jobe Materials, L.P.

From: [Conrad Conde](#)
To: [Rodriguez, Nina A.](#); [Zamora, Luis E.](#); [Garcia, Raul](#)
Subject: FW: Pan American
Date: Thursday, February 8, 2024 2:26:35 PM

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fyi

Conrad Conde, CNU-A
[Conde, Inc. | 50 Years of Service](#)
6080 Surety, Suite 100
El Paso, Texas 79905
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From: Stanley Jobe <stanley@jobeco.com>
Sent: Thursday, February 8, 2024 2:26 PM
To: sito.negron@gmail.com
Cc: Conrad Conde <CConde@condeinc.com>; Garcia, Raul <GarciaR1@elpasotexas.gov>; Ralph Richards <ralph@jobeco.com>; Garrett Yancey <garrett@jobeco.com>
Subject: Pan American

Dear Sito,

As we discussed by phone this morning I got a copy of your objection to our zoning on Pan American. We both agreed we would try to meet on the 19th or the 20th when you returned. I look forward to hearing from you. I have the same cell 915-478-2301 or my office is 915-298-9900.

I look forward to meeting with you and maybe I can change your mind. You never know!

Thanks,

Stanley

From: [Stanley Jobe](#)
To: jtorres1@utep.edu
Cc: [Garcia, Raul](#); [Zamora, Luis F.](#); [Garrett Yancey](#); [Ralph Richards](#); cconde@condeinc.com; [Rodriguez, Nina A.](#)
Subject: Regarding City Planning Commission Meeting Item # PLCP 24-00001 Cement Batch Plant
Date: Wednesday, February 21, 2024 2:15:10 PM
Attachments: [image002.png](#)
[image001.png](#)

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Dear Mr. Torres,

I am receipt of your letter to the City Plan Commission staff. The hearing for the zoning is tomorrow. If you would like to discuss any of your concerns with me before the case is heard tomorrow please give me a call. I would be glad to discuss the issue with you and why we believe our request should be approved. Our plant is a concrete mixing plant. We do not produce cement. We mix cement with sand, gravel and water to make concrete. My mobile is 915-478-2301 or my office is 915-298-9900.

Best regards,

Stanley Jobe

From: "Rodriguez, Nina A." <RodriguezNA@elpasotexas.gov>
Date: February 21, 2024 at 10:16:02 AM MST
To: Conrad Conde <CConde@condeinc.com>
Cc: "Garcia, Raul" <GarciaR1@elpasotexas.gov>, "Zamora, Luis F." <ZamoraLF@elpasotexas.gov>
Subject: FW: Regarding City Planning Commission Meeting Item # PLCP 24-00001 Cement Batch Plant

Hello,
Please see email of opposition below.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso
801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)



Planning & Inspections Department
City of El Paso

From: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>
Sent: Wednesday, February 21, 2024 10:01 AM
To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Cc: Smith, Kevin W. <SmithKW@elpasotexas.gov>; Garcia, Raul <GarciaR1@elpasotexas.gov>
Subject: FW: Regarding City Planning Commission Meeting Item # PLCP 24-00001 Cement Batch Plant
Importance: High

FYI

Elsa Ramirez | Administrative Assistant
P: 915.212.1569
A: 801 Texas Ave. El Paso, TX 79901
E: ramireze@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)



Planning & Inspections Department
City of El Paso

From: Torres, Jose R <jrtorres1@utep.edu>
Sent: Wednesday, February 21, 2024 10:01 AM
To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>
Cc: District #7 <District#7@elpasotexas.gov>; mayor@elpaso.gov; eduardoatalamantes@gmail.com; Iliana Holguin <commissioner3@epcounty.com>; District #3 <District3@elpasotexas.gov>; Maria Bouche <dbouche915@gmail.com>; M Carr <mmcarr008@gmail.com>; Sylvia Carreon <longhorn_1989@hotmail.com>; Deborah Torres <deborah.j.torres@gmail.com>
Subject: Regarding City Planning Commission Meeting Item # PLCP 24-00001 Cement Batch Plant
Importance: High

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Greetings:

I am contacting you joining along with other concerned citizens in the Mission Valley to express my vigorous opposition to the proposed application for a cement batch plant to be discussed under item #6 PLCP 24-00001 at the City Planning Commission meeting on Thursday, February 22nd.

The proposed location of the cement plant next to a residential area and a wildlife preserve is, to say the least, a very poor idea and will have a harshly negative impact on the region's environment, with increased pollution and traffic safety concerns. These concerns should be readily apparent to anyone who has any concerns for the needs of the community.

All too often, the legitimate issues raised by the residents of the Mission Valley have been totally ignored because of special interest agendas. Please ask yourself, would you be willing to welcome, encourage, and work for the establishment of a cement batch plant next to your neighborhood?

If your answer is no, you can understand the reason why the residents next to the proposed cement plant location are concerned about this issue. Please take their fears into serious consideration and do whatever you can to deny this ill-considered application.

Respectfully,

Jose R. Torres, Vice President
Pueblo Viejo Neighborhood Association
(915) 526-5309

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Cc: [Smith, Kevin W.](#); [Garcia, Raul](#); [Zamora, Luis F.](#)
Subject: FW: : Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd
Date: Wednesday, February 21, 2024 2:40:58 PM
Attachments: [image001.png](#)

FYI

Elsa Ramirez | Administrative Assistant

P: 915. 212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirezez@elpasotexas.gov

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Planning & Inspections Department
City of El Paso

From: Stanley Jobe <stanley@jobeco.com>
Sent: Wednesday, February 21, 2024 2:15 PM
To: laurenceagibson@gmail.com
Cc: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>; Garcia, Raul <GarciaR1@elpasotexas.gov>; cconde@condeinc.com; Zamora, Luis F. <ZamoraLF@elpasotexas.gov>; Ralph Richards <ralph@jobeco.com>; Garrett Yancey <garrett@jobeco.com>
Subject: : Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd

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Dear Mr. Gibson,

I am in receipt of your letter of opposition below. I would be glad to discuss our rezoning application with you. I respect your opinion, however please allow me to correct the record on some of your statements regarding me, my company and the site.

We had permission to set up a concrete mixing plant at this site to service the Public Works Project at the Bustamante Sewer Plant. We have been operating there several months only for this project. We are legal in our current use.

Farming and Ranching have not been practiced at our concrete mixing plant site for more than 30 years. We are right next door to a sewer plant and I don't see how that is environmental racism. We have a properly permitted plant with the TCEQ.

I have not owned the McKelligon Canyon Quarry since 1999. I sold it originally to RMC, a London based company who operated under the Jobe company name until 2005. RMC sold it to CEMEX, a multinational firm headquartered in Monterrey, Mexico in early 2005. CEMEX sold it to GCC Sun City Materials, LLC in early 2015. The parent company is GCC headquartered in Chihuahua City, Mexico. The McKelligon Quarry is still operating today and most likely at a higher capacity given the growth of the community than when I owned and operated it.

The reason we cannot move out of town is that wet concrete has a shelf life by project specifications and the building code. Once water is introduced to the mixture of sand, gravel and cement the concrete mixture must be placed in 1 to 1.5 hours. We cannot make the specifications required at the Bustamante Plant from other locations in town. Currently there are more than 20 concrete mixing plants in the El Paso area scattered out across the city.

The site of the proposed concrete mixing plant zone request is right across the street from an industrial park already zoned M-1. The parcel directly adjacent to our concrete mixing plant site is zoned M-1. In order for us to service other jobs that are not public works projects we need a zoning change.

My cell number is 915-478-2301 or my office is 915-298-9900.

I would be glad to hear from you if you have any questions.

Best regards,

Stanley Jobe

From: "Rodriguez, Nina A." <RodriguezNA@elpasotexas.gov>
Date: February 21, 2024 at 10:16:22 AM MST
To: Conrad Conde <CConde@condeinc.com>
Cc: "Garcia, Raul" <GarciaR1@elpasotexas.gov>, "Zamora, Luis F." <ZamoraLF@elpasotexas.gov>
Subject: FW: Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd

Hello,
Please see email of opposition below.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso
801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)

-----Original Message-----

From: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>

Sent: Wednesday, February 21, 2024 10:07 AM

To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>

Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>; Smith, Kevin W.

<SmithKW@elpasotexas.gov>; Zamora, Luis F. <ZamoraLF@elpasotexas.gov>

Subject: FW: Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd

FYI

Elsa Ramirez | Administrative Assistant

P: 915. 212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirezez@elpasotexas.gov

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Planning & Inspections Department

City of El Paso

-----Original Message-----

From: Laurence Gibson <laurenceagibson@gmail.com>

Sent: Wednesday, February 21, 2024 10:06 AM

To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>

Subject: Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd

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Dear Planning and Zoning Commission,

Our El Paso Group of the Sierra Club is very concerned about the proposed rezoning of these 10 acres and approval of a concrete plant. We are also astonished that Jobe has already cleared and moved equipment onto an unapproved site. Certainly this is illegal. We will be investigating this.

Concrete plants are notorious polluters and Socorro residents will be affected. We call this environmental racism, degrading air quality of citizens living in low-lying areas by those who live high above the city. The proposed rezoning will also have the effect of opening up an industrial area where farming and ranching are now in place.

Jobe has a long history of impacting residential areas. Not so long ago it was the neighborhood and schools in Northeast below McKelligon Canyon. We breathed a sigh of relief (literally) when he sold out. Unfortunately, the folks in Socorro are not as well organized or as well-heeled. It is up to you folks on the commission to protect their quality of life. There is no reason other than convenience and cost that Mr. Jobe cannot move his operation further out of town. He will still make plenty of profit.

I represent over 500 Sierra Club members in the El Paso area. Please consider the people of Socorro.

Thank you,
Laurence Gibson, chair
El Paso Sierra Club
915 309-5419

From: [Garcia, Raul](#)
To: [Rodriguez, Nina A.](#)
Cc: [Zamora, Luis F.](#); [Smith, Kevin W.](#)
Subject: FW: Pan American Zoning request by Jobe Materials
Date: Wednesday, February 21, 2024 2:58:44 PM
Attachments: [June 2022 - Pan Am Concrete Mixing Plant Site.pdf](#)
[PanAmPrint-05-2.pdf](#)
[PanAmPrint-03.pdf](#)
[PanAmPrint-04.pdf](#)

Nina, as discussed please add to the staff report. Thank you

From: Stanley Jobe <stanley@jobeco.com>
Sent: Monday, February 12, 2024 10:26 AM
To: mrg52muse@gmail.com
Cc: cconde@condeinc.com; Garcia, Raul <GarciaR1@elpasotexas.gov>; Garrett Yancey <garrett@jobeco.com>; Ralph Richards <ralph@jobeco.com>
Subject: Pan American Zoning request by Jobe Materials

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Dear Ms. Guida,

Since you don't live in El Paso anymore and cannot meet in person, I am attaching several maps and will talk about each one below. I also have further comments and points after I explain the maps:

1. The first PDF attached is marked "June 2022-Pan American Mixing Plant Site". This map shows a historical Google picture of the site in June of 2022 before we moved on the site we leased from the El Paso Water Utilities in 2023. It was bare land that had been cleared many years ago before we leased it from the El Paso Water Utilities. We moved on the site around April or May of 2023 and erected a concrete mixing plant to serve ready mix concrete for the Bustamante Sewage Treatment Plant owned by the El Paso Water Utilities. The Bustamante Project is expected to last 5 or 6 years. The leased site is shown in checkered black with a Jobe Logo on the map.
2. The second PDF attached is marked "Pan AM Print-05". This picture was taken in October of last year. This picture shows the plant fully erected and functional. It shows the new road that the El Paso Water Utilities had built along with a new bridge across the canal to better service the Bustamante Sewer Plant. The new road is the extension of Pan American Drive. To date we have had no complaints from neighboring property owners about our operations supplying the Bustamante Sewer Plant.
3. The third PDF attached is marked "PanAm Print-03". This picture shows the current zoning in the area which is M-1C, M-2SP and R-F.
4. The fourth PDF attached is marked "Pan-Am Print-04". This map shows distances to the closest residents and the Rio Bosque area. All distances are very substantial.

Below are the points I hope will convince you that our use is a proper use for the area and will not impact the Rio Bosque or anyone else.

1. The site is right next door to a sewer plant and water treatment plant.
2. The site is completely self-contained and there is no drain or processed water that can escape from the property.
3. The site is south of a large drain ditch owned by the El Paso Water and Improvement District Number One to the northeast that buffers it from other uses. This drain ditch will always be used by the EPWID#1.
4. The Zoning is appropriate with the rest of the area. R-F is used as a holding zone in most cases. The land has not been used for any farming in 30 or more years.
5. The site was cleared years ago. It was bare dirt before we occupied it and it has never been used for the Rio Bosque or ever could be used for the Rio Bosque.
6. A concrete mixing plant is needed for the area.
7. Concrete mixing plants do not produce cement which is a common misconception. The function of a concrete mixing plant is to mix cement (that we buy), sand, gravel and water much like a mixing bowl. A concrete mixing plant mixes the ingredients above which makes wet ready mix concrete that is delivered in a mixer truck. Cement is produced in large manufacturing plants that have kilns and grinders. There are no cement plants in El Paso County but there are more than 25 concrete mixing plants.
8. Ready mix concrete has a shelf life of about one hour to 1.5 hours after mixing or it will not be suitable or meet specifications.

In general:

We put this plant on the location and leased the land from the El Paso Water Utilities to service the Bustamante Sewer Plant because the specifications for the job are such that the concrete needed for the plant cannot be produced by a plant further away. The Bustamante Sewer Plant job will last 5 years or more. The traffic in this area is horrendous with the cross border traffic. We only use Pan American, Carl Longuemare Rd. and Winn Road to the south and west of Carl Longuemare which are industrial streets to access this property. We will not go east on Winn Road through any residential neighborhood to access this site. The only time we would use Winn Road to the east is if there was a delivery for ready mix concrete to a home owner on that street or in the area that could not be accessed any other way.

There is an important need for ready mix concrete in the Pan American Industrial Park, Zaragosa Port of Entry and to jobs along the Border Highway that cannot be serviced by other locations due to the traffic congestion. In order to service jobs other than the Bustamante Sewer Plant we need a zoning change, which is the reason for our application with the City.

Concrete mixing plants are necessary for the development of El Paso. Private citizens and public

agencies cannot build houses, commercial buildings, roads or infrastructure without concrete mixing plants. Ready mix concrete has a shelf life because once cement comes in contact with water and is mixed with aggregates the concrete mix starts to hydrate which makes the concrete harden. There is a limited time to place the concrete at its final location before it sets up and cannot be properly placed or finished. Concrete mixing plants must be placed strategically all over the metropolitan area in order to adhere to the specifications that are set out in building codes and specific project plans. One location for concrete mixing plants to service all areas of our city, or any other city, will not meet specifications or the practicality of producing, placing and finishing wet concrete.

When I chose this site to lease from the El Paso Water Utilities I thought it was the perfect site. It was next to a sewer and a water treatment plant and in a known industrial area. The land all around the plant is planned for heavy industrial use. The site was perfect from a traffic standpoint as is it will not affect any residential or even light commercial area. The surrounding businesses all utilize heavy trucks. A concrete mixing plant is desperately needed in this area as it is increasingly difficult, due to the traffic on and around Loop 375, to provide concrete that meets specifications in the Pan American Industrial Park that is present and planned. Further, there will be expansions to the Zaragosa Port of Entry that will not be able to be serviced by concrete mixing plants further away.

It is my hope given these facts you will withdraw your opposition to this rezoning application and write to the CPC your withdrawal of opposition. If you would like to call me, I will answer any questions you may have. My cell is 915-478-2301 or my office is 915-298-9900.

Best regards,

Stanley Jobe

From: [Garcia, Raul](#)
To: [Rodriguez, Nina A.](#)
Cc: [Zamora, Luis E.](#); [Smith, Kevin W.](#)
Subject: FW: Pan American Zoning request by Jobe Materials
Date: Wednesday, February 21, 2024 2:59:31 PM
Attachments: [June 2022 - Pan Am Concrete Mixing Plant Site.pdf](#)
[PanAmPrint-05 2.pdf](#)
[PanAmPrint-03.pdf](#)
[PanAmPrint-04.pdf](#)

Add this one too. Thank you

From: Stanley Jobe <stanley@jobeco.com>
Sent: Monday, February 12, 2024 10:36 AM
To: Negron Sito (sito.negron@gmail.com) <sito.negron@gmail.com>
Cc: cconde@condeinc.com; Garcia, Raul <GarciaR1@elpasotexas.gov>; Ralph Richards <ralph@jobeco.com>; Garrett Yancey <garrett@jobeco.com>
Subject: Pan American Zoning request by Jobe Materials

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Dear Sito,

In anticipation of our meeting next week I wanted to send you something to go over. Please see below:

1. The first PDF attached is marked "June 2022-Pan American Mixing Plant Site". This map shows a historical Google picture of the site in June of 2022 before we moved on the site we leased from the El Paso Water Utilities in 2023. It was bare land that had been cleared many years ago before we leased it from the El Paso Water Utilities. We moved on the site around April or May of 2023 and erected a concrete mixing plant to serve ready mix concrete for the Bustamante Sewage Treatment Plant owned by the El Paso Water Utilities. The Bustamante Project is expected to last 5 or 6 years. The leased site is shown in checkered black with a Jobe Logo on the map.
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3. The third PDF attached is marked "PanAm Print-03". This picture shows the current zoning in the area which is M-1C, M-2SP and R-F.
4. The fourth PDF attached is marked "Pan-Am Print-04". This map shows distances to the closest residents and the Rio Bosque area. All distances are very substantial.

Below are the points I hope will convince you that our use is a proper use for the area and will not impact the Rio Bosque or anyone else.

1. The site is right next door to a sewer plant and water treatment plant.
2. The site is completely self-contained and there is no drain or processed water that can escape from the property.
3. The site is south of a large drain ditch owned by the El Paso Water and Improvement District Number One to the northeast that buffers it from other uses. This drain ditch will always be used by the EPWID#1.
4. The Zoning is appropriate with the rest of the area. R-F is used as a holding zone in most cases. The land has not been used for any farming in 30 or more years.
5. The site was cleared years ago. It was bare dirt before we occupied it and it has never been used for the Rio Bosque or ever could be used for the Rio Bosque.
6. A concrete mixing plant is needed for the area.
7. Concrete mixing plants do not produce cement which is a common misconception. The function of a concrete mixing plant is to mix cement (that we buy), sand, gravel and water much like a mixing bowl. A concrete mixing plant mixes the ingredients above which makes wet ready mix concrete that is delivered in a mixer truck. Cement is produced in large manufacturing plants that have kilns and grinders. There are no cement plants in El Paso County but there are more than 25 concrete mixing plants.
8. Ready mix concrete has a shelf life of about one hour to 1.5 hours after mixing or it will not be suitable or meet specifications.

In general:

We put this plant on the location and leased the land from the El Paso Water Utilities to service the Bustamante Sewer Plant because the specifications for the job are such that the concrete needed for the plant cannot be produced by a plant further away. The Bustamante Sewer Plant job will last 5 years or more. The traffic in this area is horrendous with the cross border traffic. We only use Pan American, Carl Longuemare Rd. and Winn Road to the south and west of Carl Longuemare which are industrial streets to access this property. We will not go east on Winn Road through any residential neighborhood to access this site. The only time we would use Winn Road to the east is if there was a delivery for ready mix concrete to a home owner on that street or in the area that could not be accessed any other way.

There is an important need for ready mix concrete in the Pan American Industrial Park, Zaragosa Port of Entry and to jobs along the Border Highway that cannot be serviced by other locations due to the traffic congestion. In order to service jobs other than the Bustamante Sewer Plant we need a zoning change, which is the reason for our application with the City.

Concrete mixing plants are necessary for the development of El Paso. Private citizens and public agencies cannot build houses, commercial buildings, roads or infrastructure without concrete mixing plants. Ready mix concrete has a shelf life because once cement comes in contact with water and is mixed with aggregates the concrete mix starts to hydrate which makes the concrete harden. There is a limited time to place the concrete at its final location before it sets up and cannot be properly placed or finished. Concrete mixing plants must be placed strategically all over the metropolitan area in order to adhere to the specifications that are set out in building codes and specific project plans. One location for concrete mixing plants to service all areas of our city, or any other city, will not meet specifications or the practicality of producing, placing and finishing wet concrete.

When I chose this site to lease from the El Paso Water Utilities I thought it was the perfect site. It was next to a sewer and a water treatment plant and in a known industrial area. The land all around the plant is planned for heavy industrial use. The site was perfect from a traffic standpoint as it will not affect any residential or even light commercial area. The surrounding businesses all utilize heavy trucks. A concrete mixing plant is desperately needed in this area as it is increasingly difficult, due to the traffic on and around Loop 375, to provide concrete that meets specifications in the Pan American Industrial Park that is present and planned. Further, there will be expansions to the Zaragoza Port of Entry that will not be able to be serviced by concrete mixing plants further away.

It is my hope given these facts you will withdraw your opposition to this rezoning application and write to the CPC your withdrawal of opposition. I look forward to seeing you next week. Give me a call when you can meet. I can either meet you at the zoning site or downtown. We have a small loft at 215 N. Stanton in the Martin Building where we could meet. Let me know.

Best regards,

Stanley Jobe

From: Stanley Jobe
To: mmcarr008@gmail.com
Cc: Rodriguez, Nina A.; Garcia, Raul; Zamora, Luis F.; Garrett Yancey; Ralph Richards; cconde@condeinc.com
Subject: OPPOSE: Cement Batch Plant (PLCP 24-00001)
Date: Wednesday, February 21, 2024 3:01:46 PM
Attachments: [image001.png](#)

Some people who received this message don't often get email from stanley@jobeco.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 Ms. Carrillo,

I am in receipt of your opposition to our rezoning application. I would be glad to discuss this with you and answer any questions or concerns. The hearing is tomorrow and if you want to talk, I am available the rest of today. I have a commitment early tomorrow and will not be able to talk on the phone but I will be at the City Plan Commission tomorrow. My cell is 915-478-2301 or my office is 915-298-9900.

Best regards,

Stanley Jobe

From: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Sent: Wednesday, February 21, 2024 11:39 AM
To: Conrad Conde <CConde@condeinc.com>
Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>; Zamora, Luis F. <ZamoraLF@elpasotexas.gov>; Garrett Yancey <garrett@jobeco.com>
Subject: FW: OPPOSE: Cement Batch Plant (PLCP 24-00001)

Hello,
Please see email of opposition below.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso

801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)
cid:image001.png@01D697CE.40C35A90



From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Wednesday, February 21, 2024 10:36 AM
To: mmcarr008@gmail.com; Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Subject: Fw: OPPOSE: Cement Batch Plant (PLCP 24-00001)

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.

Thank you Marcie for this email but I want to let all on the email to forward to Opposition to the City Planning Staff Contact which is as follows: RodriguezNA@elpasotexas.gov

From: M Carr <mmcarr008@gmail.com>
Sent: Tuesday, February 20, 2024 10:00 PM
To: Sylvia Carreon <longhorn_1989@hotmail.com>; Fabiola Campos-Lopez <corridor20ca@yahoo.com>; dueneza57@gmail.com <dueneza57@gmail.com>; Dolores Bouche <dbouche915@gmail.com>; Deborah Torres <Deborah.J.Torres@gmail.com>; eduardoatalamantes@gmail.com <eduardoatalamantes@gmail.com>; Lucilla Najera <najeralucilla@yahoo.com>; prainer@sbcglobal.net <prainer@sbcglobal.net>; cenicerosmario@gmail.com <cenicerosmario@gmail.com>; villagrane@yahoo.com <villagrane@yahoo.com>; jviviema@aol.com <jviviema@aol.com>; playaneighborhoodassociation@gmail.com <playaneighborhoodassociation@gmail.com>; Torres, Jose R <jrtorres1@utep.edu>
Subject: OPPOSE: Cement Batch Plant (PLCP 24-00001)

Good Afternoon Mission Valley Area Neighborhood Associations,

I hope this email finds you well. I am Marcie Carrillo Mission Valley Planning representative.

I am writing this email to ask for your help to **OPPOSE** a proposed cement plant in our area.

The intended application plans to set up a Cement Batch Plant permanently in a lot close to a residential area and the Rio Bosque Bird Sanctuary. We the Mission Valley neighborhood associations, should stay united and strong to protect the health and environment of our community, animals, and our soil.

So I ask you please call to **OPPOSE** this item. The Planning Commission meeting is to take place this

Thursday, February 22nd at 1:30 pm

Item #6 PLCP 24-00001

You may call using the following phone numbers:

(915) 213-4096 or toll free 1(833)664-9267 CONFERENCE ID# 360 855 497#

Email: ramirezez@elpasotexas.gov

If you have any questions please feel free to contact me.

Thank you for your time and support.

Marcie Carrillo

EPNC Mission Valley Planning Area Representative

(915) 702-8699



Legislation Text

File #: 24-480, 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, 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 a portion of Tract 12-B, Block 24, Socorro Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to M-1 (Light Manufacturing), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning request is based on the proposed Comprehensive Plan and Future Land Use Map (FLUM) amendment (PLCP24-00001) request of *Plan El Paso*, the City's adopted comprehensive plan.

Subject Property: South of Winn Rd. and East of Southside Rd.

Applicant: City of El Paso - El Paso Water, PZRZ23-00012

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

AGENDA DATE: April 9, 2024
PUBLIC HEARING DATE: May 7, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Nina Rodriguez, (915) 212-1561

DISTRICT(S) AFFECTED: District 7

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Tract 12-B, Block 24, Socorro Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to M-1 (Light Manufacturing), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning request is based on the proposed Comprehensive Plan and Future Land Use Map (FLUM) amendment (PLCP24-00001) request of *Plan El Paso*, the City's adopted comprehensive plan.

Subject Property: South of Winn Rd. and East of Southside Rd.
Applicant: City of El Paso – El Paso Water, PZRZ23-00012

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property to allow for "concrete mixing plant, permanent". The City Plan Commission reviewed this case on February 22, 2024 and was unable to arrive at a formal recommendation to City Council. As of March 26, 2024, the Planning Division received one (1) email in support and thirteen (13) emails from ten (10) individuals and one (1) phone call of opposition to the rezoning request. This application is running concurrently with a comprehensive plan amendment application (case PLCP24-00001). See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 12-B, BLOCK 24, SOCORRO GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO M-1 (LIGHT MANUFACTURING), 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 12-B, Block 24, 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 **M-1 (Light Manufacturing)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased density 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 Detailed Site Development Plan 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.

ADOPTED this _____ day of _____, **2024**.

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

Philip F. Efiwe

Philip F. Efiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ23-00012

EXHIBIT "A"

Prepared for: Jobe Materials
September 27, 2022

METES AND BOUNDS DESCRIPTION

Description of a parcel of Land being a portion of Tract 12-B, Block 24, Socorro Grant, City of El Paso, El Paso County, Texas; and being more particularly described by metes and bounds as follows:

Commencing for reference an existing brass disk City Monument at the centerline intersection of Winn Road (70' R.O.W.) and Pan American Drive (90' R.O.W.), from which at an existing brass disk City Monument at the point of curve centerline of Winn Road, bears South 87°06'46" East a distance of 998.85 feet; Thence leaving said centerline intersection, South 15°44'28" East a distance of 3172.74 feet to a set ½" rebar with cap marked TX.5152 for the "TRUE POINT OF BEGINNING".


Thence, North 24°59'43" East a distance of 674.83 feet to a set ½" rebar marked TX. 5152;

Thence, South 64°24'12" East a distance of 553.41 feet to a set ½" rebar marked TX. 5152;

Thence, South 25°44'35 West a distance of 914.48 feet to a set ½" rebar marked TX. 5152;

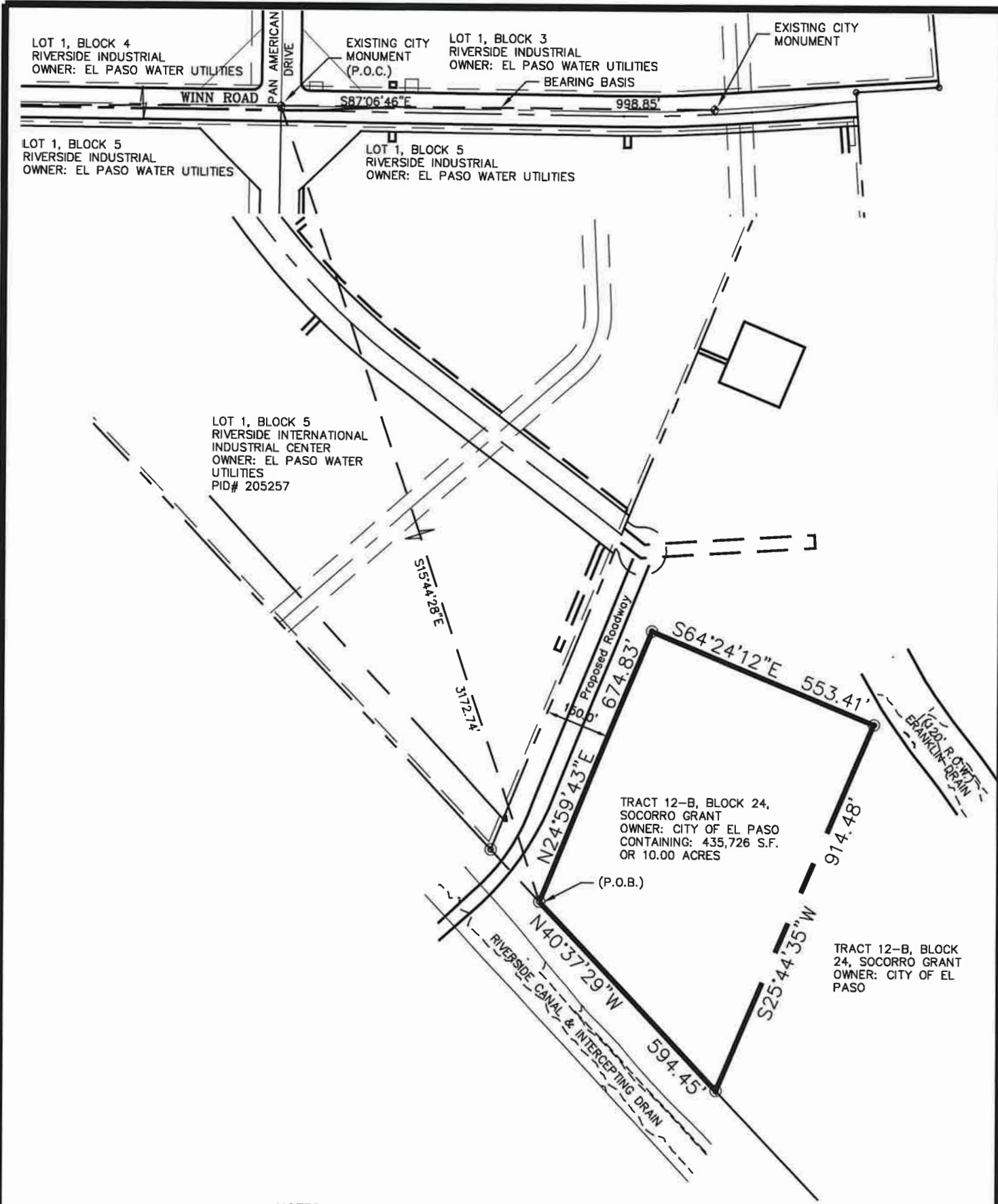
Thence North 40°37'29" West a distance of 594.45 feet to the "TRUE POINT OF BEGINNING" and containing 435,726 square feet or 10.00 acres of land more or less.

A drawing of even date accompanies this description.


Ron R. Conde
R.P.L.S. No 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100



NOTES:

- 1. SET 1/2" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
- 2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY

[Signature]
RON R. CONDE R.P.L.S #5152



SCALE: 1"=300'

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ALL RIGHTS RESERVED



JOB # 922-16	DATE: SEPTEMBER 27, 2022	FIELD: M.S.	OFFICE: C.C.
BEING A PORTION OF TRACT 12B, BLOCK 24, SOCORRO GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS			
CONDE INC. 6080 SURETY SUITE 100 EL PASO, TEXAS 79905, FIRM#10078100		CADD FILE: S:\SU\LV\RIVERSIDEIND	

South of Winn and East of Southside

City Plan Commission — February 22, 2024 **REVISED**

REZONING



CASE NUMBER:	PZRZ23-00012
CASE MANAGER:	Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov
PROPERTY OWNER:	City of El Paso - El Paso Water
REPRESENTATIVE:	Conde, Inc.
LOCATION:	Generally South of Winn Rd. and East of Southside Rd. (District 7)
PROPERTY AREA:	10 acres
REQUEST:	Rezone from R-F (Ranch and Farm) to M-1 (Light Manufacturing)
RELATED APPLICATIONS:	PLCP24-00001 Comprehensive Plan Amendment
PUBLIC INPUT:	One (1) email of support and thirteen (13) emails from ten (10) individuals in opposition, and one (1) phone call of opposition received as of February 22, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to M-1 (Light Manufacturing) to allow for the use of a “concrete mixing plant, permanent” as classified by the City of El Paso’s Zoning Administrator. A “concrete mixing plat, permanent” is defined as “the permanent use of property for the mixing of concrete, including equipment used to mix the various ingredients to form concrete. This definition does not apply to the manufacturing or processing of raw materials”. The proposed zoning is consistent with the existing industrial zoning districts immediately west and south of the subject property.

SUMMARY OF STAFF’S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITION** of the request as the proposed use and rezoning is compatible with surrounding land uses. The request is also based on approval of the Comprehensive Plan and Future Land Use Map (FLUM) amendment (PLCP24-00001) request of *Plan El Paso*, the City’s adopted comprehensive plan. Staff recommends imposing the following condition:

1. 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.

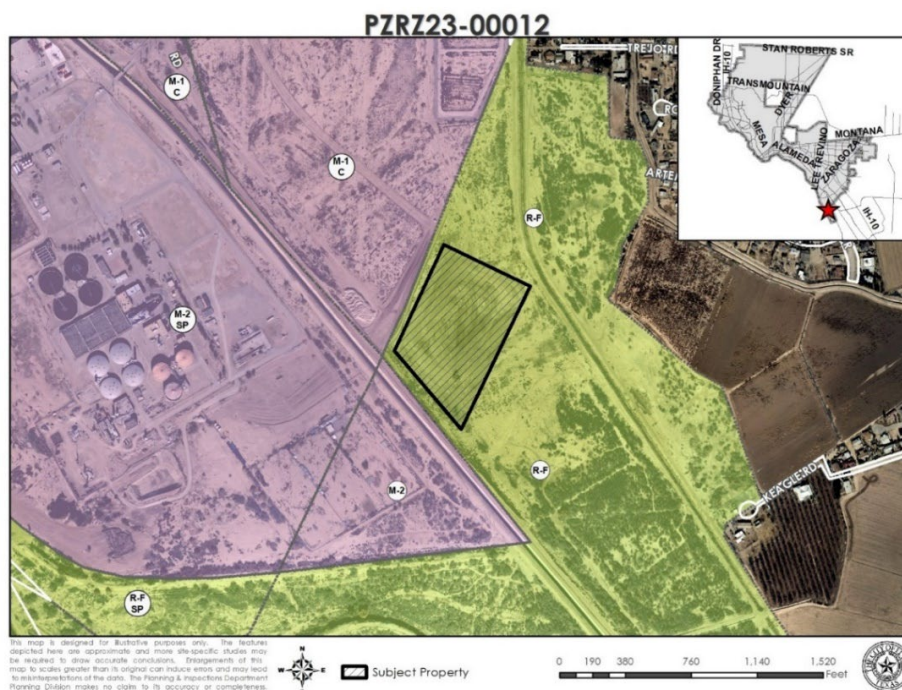


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone a 10-acre property from R-F (Ranch and Farm) to M-1 (Light Manufacturing) to allow for the use of a concrete mixing plant, permanent use. This portion of land is part of a larger property managed by El Paso Water. The conceptual site plan does not feature any proposed structures, but does include various types of heavy equipment on the property associated with this use. The site plan also demonstrates a ponding area along the eastern property line. Access to the subject property is proposed from an access easement connecting to Winn Road.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed concrete mixing plant, permanent and M-1 (Light Manufacturing) district is consistent with the surrounding manufacturing districts in the nearby area. Properties to the south and east are zoned R-F (Ranch and Farm) and are currently vacant. The property to the north is zoned M-1/c (Light Manufacturing/conditions) and is currently vacant, while the properties to the west are zoned M-2 (Heavy Manufacturing) and consists of a wastewater plant. The rezoning will also expand the manufacturing zoning districts already present in the vicinity of the area. The distance to the nearest school, Keys Elementary Academy, is 1.68 miles and the distance to the nearest park, Rio Bosque Park is 0.13 miles.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>Current FLUM Designation: O-1 – Preserve: Publicly owned land such as the Franklin Mountains and Hueco Tanks State Parks, all City and County parks and public drainage areas, and cemeteries (even if private). These lands will not be developed due to their ownership and current use.</p> <p>Proposed FLUM Designation: G-7, Industrial and/or 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>The proposed zoning district of M-1 (Light Industrial) and use of concrete mixing plant, permanent align with the intent and spirit of the proposed G-7, Industrial and/or Railyards future land use designation of <i>Plan El Paso</i> proposed by PLCP24-00001.</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>M-1 (Light Manufacturing) The purpose of this district is to provide locations for light-intensity industries involving manufacturing, assembling, distribution and warehousing. It is intended that the districts will serve the entire city and will permit supporting commercial uses. The regulations of the districts are intended to preserve a light industrial nature particularly with regard to noise, smoke, odors, dust, vibrations and other noxious conditions.</p>	<p>Yes. The areas adjacent to the north and west of the subject property are already zoned M-1/c (Light Manufacturing/conditions) and M-2 (Heavy Manufacturing). Rezoning the property to M-1 (Manufacturing) will expand the manufacturing zoning districts already present in the area.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. Access to the subject property is proposed from an access easement connecting to Winn Road which is classified as collector per the City of El Paso's Major Thoroughfare Plan (MTP), and connects to both Pan American Drive and Loya Road, both classified as local roads per the City of El Paso's MTP.</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. This property does not fall within any historic districts, special designations, or study plan areas.</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 was formerly vacant land and is currently being utilized as a temporary concrete mixing plant. The existing wetland park is located a distance from the subject property, not effects are anticipated. The manager of the wetlands also noted no anticipated effects from this proposal (portion of Attachment 5).</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is in transition with the adjacent property to the west rezoned from R-F (Ranch and Farm) to M-2 (Heavy Industrial) in 2022. Several nearby properties northwest of the subject property also part of this rezoning resulting in a large portion of the area being rezoned from to M-2 (Heavy Industrial).</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>Adjacent properties to the north and west of the subject property are zoned manufacturing. Rezoning the subject property from R-F (Ranch and Farm) to M-1 (Light Manufacturing) will expand manufacturing zoning in the area.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from an access easement connecting to Winn Road which is classified as collector per the City of El Paso's Major Thoroughfare Plan (MTP). There are no bus stops within a quarter mile (1/4) of the property.

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 boundaries of the Mission Valley Civic Association and Corridor 20 Civic Association which were notified of the rezoning request. Property owners within 300 feet of the subject property were noticed of the rezone request on January 26, 2024. by the City of El Paso Planning and Inspections Department. As of February 22, 2024, the Planning Division has received one (1) email in support and thirteen (13) emails from ten (10) individuals in opposition, and one (1) phone call in opposition. to the rezoning request. The comment in support of the rezoning request expresses their belief that the operation of the batch plan is located will not have a significant or adverse impact on the park (Rio Bosque park). Comments of opposition cite concerns of loss on open space, impact on wildlife, environmental impact to the Rio Bosque, pollution, health hazards, increase of noise and emissions from heavy trucks, decline of surrounding property values, and proximity to residential properties.

RELATED APPLICATIONS: There is a Future Land Use Map Amendment application (PLCP24-00001) running concurrently with the current rezoning application to change the Future Land Use Map designation of the property.

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:

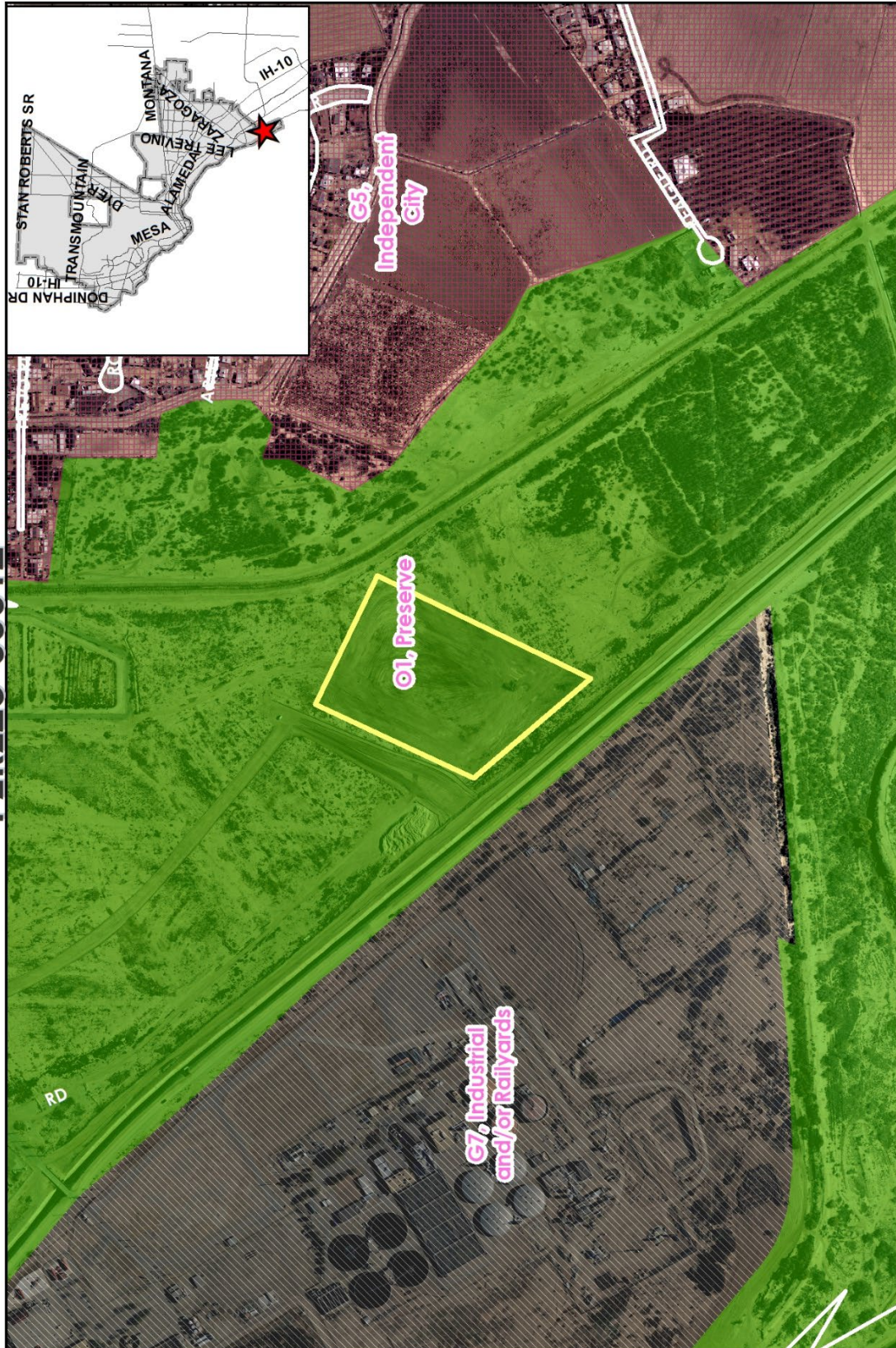
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval 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. Current Future Land Use Map
2. Conceptual Site Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Public Comment
6. Applicant Response to Public Comment (Revised after Revised Staff Report Posted)

ATTACHMENT 1

PZR23-00012

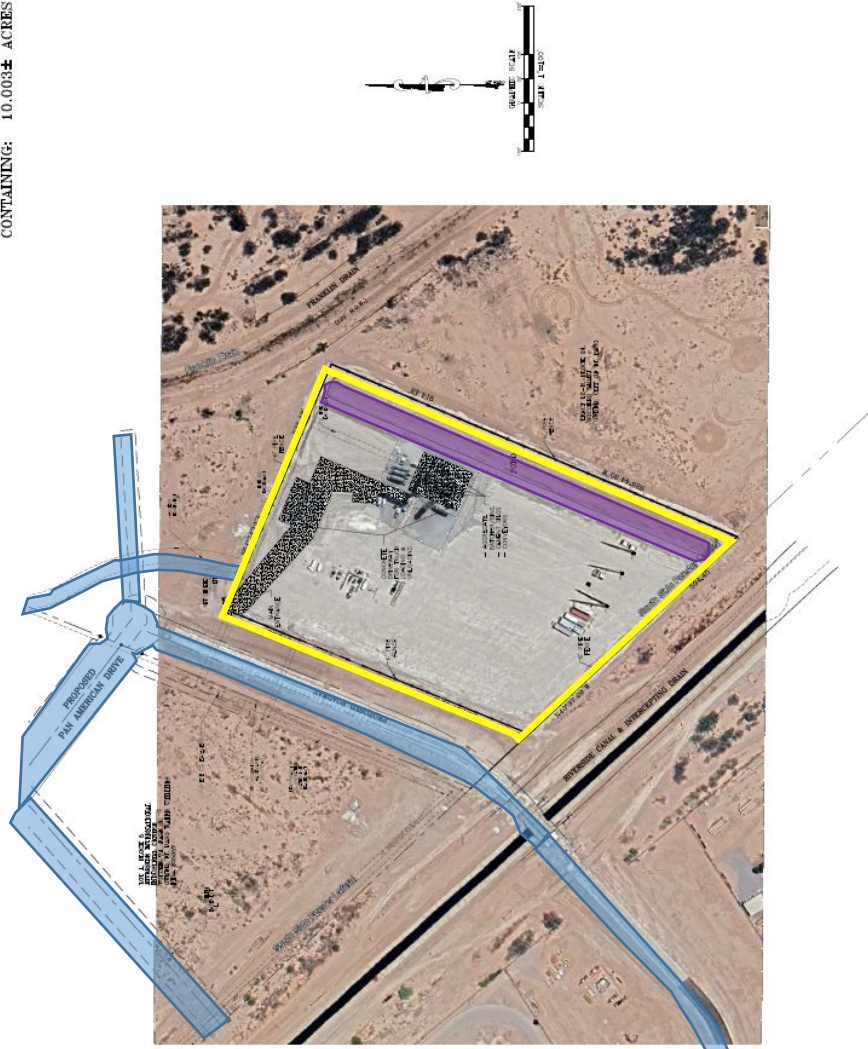


This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The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

Subject Property



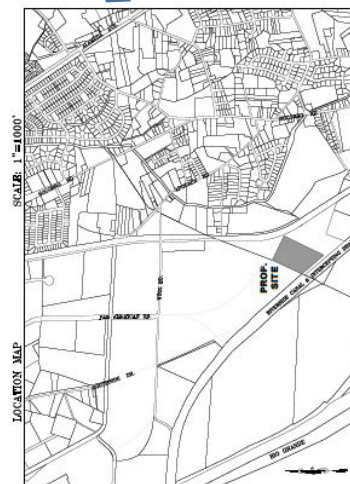
PAN AMERICAN INDUSTRIAL CONCEPTUAL SITE PLAN



PARCEL	ACRES	PROPOSED ZONING	EXISTING ZONING
1	10.000	M-1	R-F

PROPOSED ZONING

M-1	
FRONT YARD	15 ft.
REAR YARD	10 ft.
SIDE YARD	10 ft.
Abutting a residential or apartment district	
SEMI-ABUTTING	10 ft.



ATTACHMENT 3

Planning and Inspections Department - Planning Division

1. A Future Land Use Map amendment changing the land use designation from o-1, Preserve to G-7, Industrial and/or Railyards will be required for the proposed zone change.
2. The property has not been platted, a plat may be required prior to construction.
3. Staff recommends Approval with Condition of this application. The condition being:

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

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. Recommend approval.
2. The complete area is in the flood zone area “AH”, and 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).
3. The complete drainage system must be completed in phase I, as per section Code 19.08.010, section D, all drainage structures and ponding areas serving the subdivision are constructed as part of the initial phase of the development.

Note: Comments will be addressed at permitting stage.

Fire Department

Recommend approval, no adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

Recommend approval, no adverse comments.

Sun Metro

No comments received.

El Paso Water

The El Paso Water (EPWater) does not object to this request.

There are no water and sewer mains available for service in the area.

Water:

There is an existing 12-inch diameter water main that extends along Pan American Road.

Sanitary Sewer:

There is an existing 72-inch diameter sanitary sewer main approximately between 570-700-feet west property. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

Stormwater:

No comments received

Texas Department of Transportation

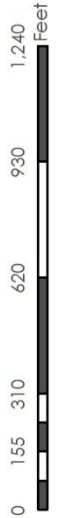
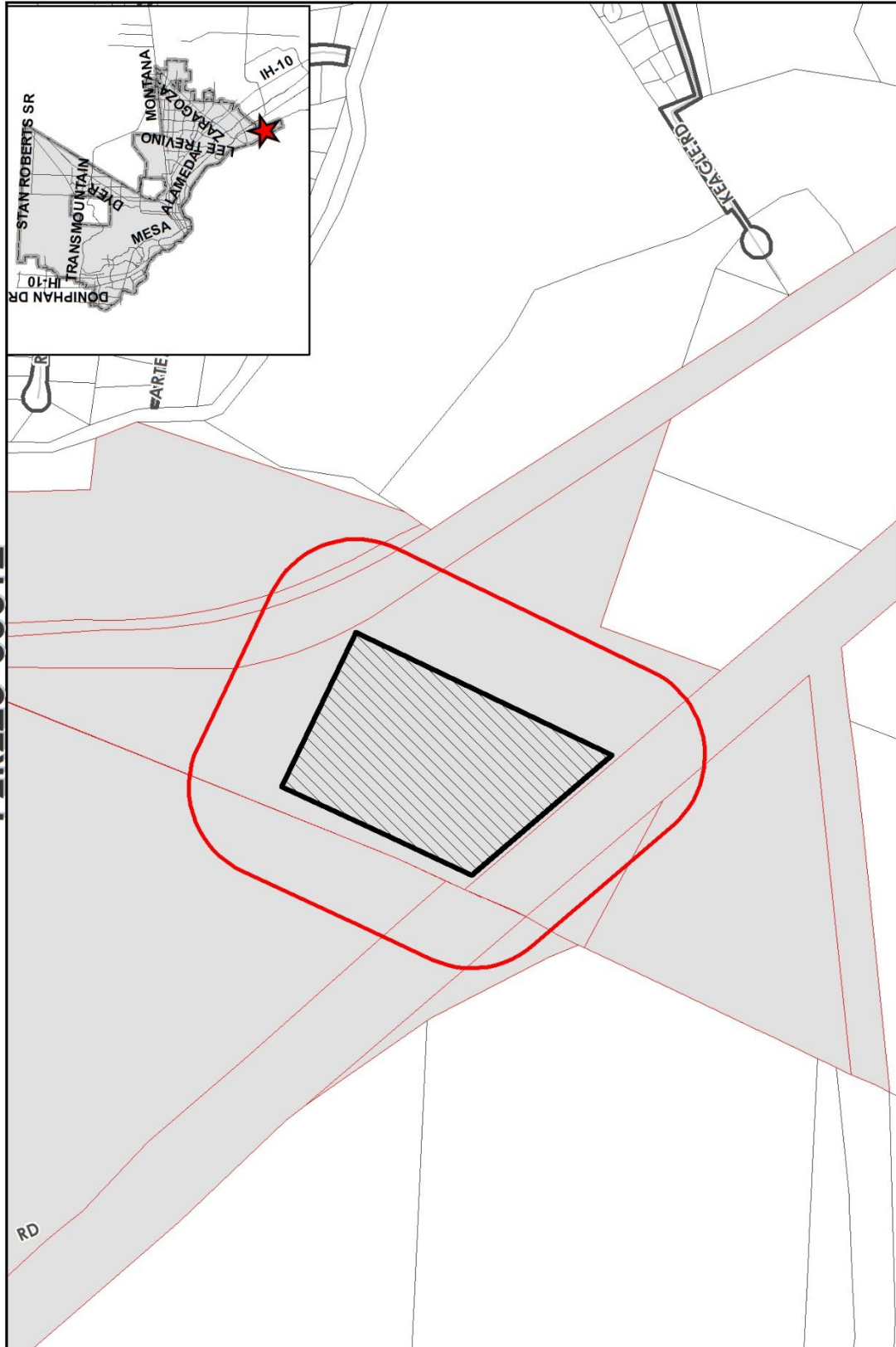
No comments received.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 4

PZRZ23-00012



- Subject Property
- Property within 300 Feet
- 300 Feet Buffer



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 5

From: [Sproul, John](#)
To: [Etiwe, Philip F.](#); [Smith, Kevin W.](#); [Garcia, Raul](#)
Cc: [John Balliew \(jeballiew@EPWU.org\)](mailto:jeballiew@EPWU.org)
Subject: Special Permit for Jobe Materials Concrete Batch Plant
Date: Monday, November 13, 2023 5:30:16 PM
Attachments: [image002.png](#)

Some people who received this message don't often get email from jsproul@utep.edu. [Learn why this is important](#)

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Gentlemen,

I understand a Special Permit application has been submitted for the concrete batch plant that Jobe Materials recently installed on Tract 12B, Block 24, Socorro Grant Surveys. I also understand a recognized neighborhood association has objected to granting this permit and has based its objection in part on potential impacts to Rio Bosque Wetlands Park.

To assist the Planning and Inspections Department and the City Plan Commission in their evaluation of the Special Permit application, I would like to offer my perspective on this objection. I have been the manager of Rio Bosque Wetlands Park for the past 25 years.

In my view, the clearing of the land where the batch plant is located did have an indirect negative impact on the park. Rio Bosque is managed as a natural area, and it benefits from having biological connectivity with other areas of undeveloped open space. The strip of undeveloped City-owned land between the Riverside Canal and the Franklin Drain is a valuable open-space buffer for the park. It supports vegetation comparable to that found in much of the park, and many animals, especially birds, move back and forth between the two areas. Each time undeveloped lands surrounding the park are cleared and developed in various ways, the value of the park as a natural area is diminished. The clearing of the batch-plant site contributed incrementally to that process.

That said, I do not expect operation of the batch plant to have significant adverse impacts on the park. Possible impacts from such a facility might include drift of airborne particulate matter, noise associated with plant operations, and increased vehicle traffic associated with deliveries of raw materials to the plant and transport of concrete mix from the plant. In each case, I do not anticipate problems at Rio Bosque Wetlands Park:

- Airborne particulates – I regularly see the materials that are stockpiled at the batch plant being sprayed to reduce potential for particulate drift. As long as that practice is continued, I foresee no significant impact to the park.

- Noise – The batch plant is within 0.25 mile of the park, and some noise associated with operation of the plant will likely be audible in the northern part of the park. It is not likely to detract from the visitor experience at the park. Daily, we hear sounds at the park associated with construction, with operation of nearby facilities such as the Roberto Bustamante Wastewater Treatment Plant, and with the nearby communities in Socorro and in Mexico. Even with this background noise, park visitors regularly comment on how quiet the park is. Most likely, the batch plant will contribute incrementally to this low level of background noise.
- Traffic – Traffic to and from the batch plant will likely be heaviest on Pan American Drive, on Winn Road, and especially on the new road and bridge linking the batch plant to the Bustamante Plant, given the construction work that will take place at the water-treatment plants over the next few years. As El Paso County Water Improvement District No. 1 continues its work concrete-lining irrigation canals in the area, that work may lead to some traffic from the batch plant on the levee road next to Rio Bosque during the periods when concrete is being applied on the canal banks. The traffic associated with this work and with other operation-and-maintenance work on the canal system has never posed a problem for the park.

I hope these comments are helpful. Feel free to contact me if you have questions.



John Sproul

Program Coordinator/Manager
Rio Bosque Wetlands Park

212 Kelly Hall
Center for Environmental Resource Management
The University of Texas at El Paso
500 W. University Ave.
El Paso, TX 79968
Office: 915-747-8663
Cell: 915-861-4361
jsproul@utep.edu
www.riobosque.org

From: [Fabiola Campos-Lopez](#)
To: [Vicky Urena](#); [Rodriguez, Nina A.](#)
Cc: [Conrad Conde](#); [Eduardo Talamantes](#); [Garcia, Raul](#); [Sylvia Cameon](#)
Subject: Re: 10002 Pan American Dr.
Date: Tuesday, June 6, 2023 9:49:50 AM
Attachments: [Fabiola C-Lopez-Corridor 20.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[corridor20logo.jpg](#)

You don't often get email from corridor20ca@yahoo.com. [Learn why this is important](#)

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Good morning, Ms. Urena:

It was my pleasure talking to you via phone call yesterday.

CORRIDOR 20 civic association has reviewed the proposed rezoning application for the 10002 Pan American Dr. property from the R/F zone to the M-1 zone.

CORRIDOR 20 civic association will **NOT** be in support of this rezoning application. The proposed new zoning for a Cement batch plant is inappropriate for the area. The health hazard's irreversible consequences are many. The proposed location is surrounded by residential areas in less than a mile radius, including Rio Bosque Bird Sanctuary.

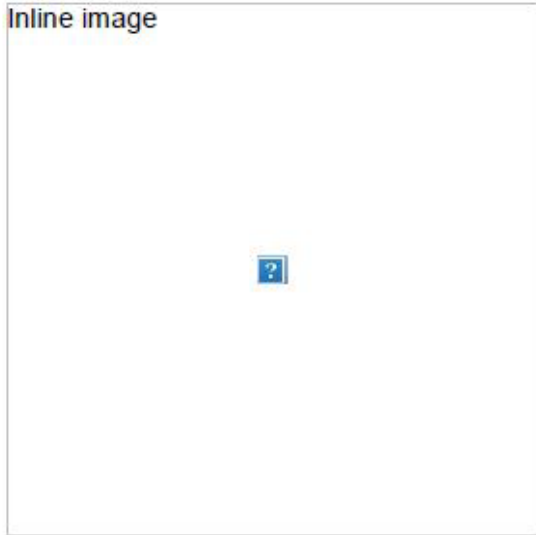
The cement industry is the third largest source of industrial air pollution, such as sulfur dioxide, nitrogen oxides (NOx), silica, and carbon monoxide. Exposure to cement dust can irritate the eyes, nose, throat, and upper respiratory system. Silica exposure can lead to lung injuries, including silicosis and lung cancer. Inhaling concrete dust can cause severe and even fatal diseases such as silicosis, COPD, and lung cancer. Also, Cement dust has been shown to affect the soil ecological communities adversely. Soils surrounding cement plants, especially downward areas, exhibit elevated pH levels. Because of the cement dust's small particle size can stay in the air for up to 12 days. Sometimes, it can not be seen, but if an area smells "like concrete," cement dust circulates in the air.

The impact and implementation of this proposed cement batch plant will ultimately deteriorate the quality of life and health of all residents in the nearby neighborhoods, causing soil damage and killing the bird population.

Right now, due to the heavy semi-trailer and vehicle traffic at the Port of Entry on Zaragoza, the air pollution already exceeds healthy numbers. For all the above reasons, CORRIDOR 20 civic association will **NOT** support this health-hazardous rezoning proposal.

Thank you for your attention.

Inline image



Fabiola Campos-Lopez, **CHAIR**
CORRIDOR20 civic association

On Thursday, June 1, 2023 at 05:28:10 PM MDT, Rodriguez, Nina A. <rodriguezna@elpasotexas.gov> wrote:

Good Afternoon,

The applicant has provided most of the required information in the notice letter.

1. The legal description for the property proposed for rezoning:

being a Portion of Tract 12B, Block 24, Socorro Grant Portion, City of El Paso, El Paso County, Texas.

2. Type of rezoning application. what is the present zoning code and what is the proposed zone code application?

The type of application is a rezoning application. The applicant is proposing to rezone the property from R-F (Ranch and Farm) to M-1 (Light Manufacturing)

However, A statement as to the application's projected impact on the

land comprising the geographic boundary of any affected recognized neighborhood associations should be provided.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso
801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)
cid:image001.png@01D697CE.40C35A90



From: Fabiola Campos-Lopez <corridor20ca@yahoo.com>
Sent: Tuesday, May 30, 2023 9:09 AM
To: Vicky Urena <VUrena@condeinc.com>
Cc: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>; Conrad Conde <cconde@condeinc.com>; Eduardo Talamantes <eduardoatalamantes@gmail.com>; Garcia, Raul <GarciaR1@elpasotexas.gov>
Subject: Re: 10002 Pan American Dr.

You don't often get email from corridor20ca@yahoo.com. [Learn why this is important](#)

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Good morning, Ms. Urena:

We acknowledge receipt of your intention to submit a rezoning application for the property located at 10002 Pan American Dr. but incomplete information was received in this case. As per Section 2.102 of the El Paso City Code, your email is missing the following required information:

1. The legal description for the property proposed for rezoning
2. Type of rezoning application. what is the present zoning code and what is the proposed zone code application?
3. A statement as to the application's projected impact on the land comprising the geographic boundary of any affected recognized neighborhood associations.

Please provide the above information for a better review of your rezoning application.

Thank you,

Best,

Fabiola Campos-Lopez,
CORRIDOR20 civic association Coordinator



Fabiola Campos-Lopez, **CHAIR**
EL PASO NEIGHBORHOOD COALITION

On Wednesday, May 24, 2023 at 03:21:44 PM MDT, Vicky Urena <vurena@condeinc.com> wrote:

Good afternoon,

Attached please find notification of a rezoning application submitted to the City of El Paso. Let us know if you have any questions.

Thanks and have a great day!

Vicky Urena



6080 Surety Dr., Suite 100

El Paso, Texas 79905

Tel.: 915-592-0283

Fax: 915-592-0286

Email: vurena@condeinc.com

From: [Sylvia Carreon](#)
To: [Rodriguez, Nina A.](#)
Cc: [Garcia, Raul](#); [Fabiola Campos-Lopez](#); [Maricela Carrillo](#); [Martinez, Andres I.](#)
Subject: Re: 10002 Pan American Dr.
Date: Tuesday, October 10, 2023 3:12:36 PM
Attachments: [image001.png](#)
[image002.png](#)

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Good Afternoon Ms. Nina, thank you for sending this ariel map information as to the location of 10002 Pan American Dr. This is clearly NOT the property we were taken to see by Mr. Jobe and he did not elaborate that the property in question was in fact, NOT the property he was showing us. This property in question cannot be allowed to rezone from R-F to M-1 for the purpose of a Concrete Plant! This area is so much closer to residential homes, and we have a bird sanctuary just next to it that would be deadly to our animal lives! The Mission Valley Civic Association will NOT be in support of the rezoning for this location or other R-F lots in question. We need to take care of the Valley!

From: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Sent: Monday, October 9, 2023 4:30 PM
To: Sylvia Carreon <longhorn_1989@hotmail.com>
Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>; Fabiola Campos-Lopez <corridor20ca@yahoo.com>; Maricela Carrillo <mmcarr008@gmail.com>; Martinez, Andres I. <MartinezAI@elpasotexas.gov>
Subject: RE: 10002 Pan American Dr.

Good Morning Ms. Carreon,
Please find the attached aerial map that highlights the subject property in light blue. The property is located east of Pan American Dr. and South of Winn Rd. I hope this helps.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso
801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)
cid:image001.png@01D697CE.40C35A90



From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Monday, October 9, 2023 3:48 PM
To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>; Fabiola Campos-Lopez <corridor20ca@yahoo.com>;
Maricela Carrillo <mmcarr008@gmail.com>
Subject: Re: 10002 Pan American Dr.

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Ms. Nina, Sylvia Carreon here, again, and I just spoke with Ms. Fabiola Campos Lopez and she has clarified for me that this request to rezone from R-F to M-1 is NOT for 10002 Pan American, but for an empty lot near or around this address in question! PLEASE send me the actual address in which the rezone is being requested. The property Mr. Jobe showed us, is the property of the Water department and not his. We will have issue with this request and will deny any application of other property in question. Thank you

From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Monday, October 9, 2023 3:10 PM
To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>; Fabiola Campos-Lopez <corridor20ca@yahoo.com>
Subject: Re: 10002 Pan American Dr.

Good Afternoon Ms. Gina, as per our conversation today in reference to the zone change requested on this property, the Mission Valley Civic Association will have to approve the request of zone change from a R-F to M-1, for the reason is that the plant is already built on that property! Our Vice President, Marcie Carrillo and I met with Mr. Stanley Jobe, who leases that property from the El Paso Water Utilities and is already producing Concrete, not cement, to service the Bustamante Plant. We met with him on Monday June 12th and drove us around the plant explaining the process. At this point, the rezone is only verbal approval since the plant already exists! Thank you

From: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Sent: Monday, September 11, 2023 9:57 AM
To: Sylvia Carreon <longhorn_1989@hotmail.com>
Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>
Subject: RE: 10002 Pan American Dr.

Good Morning Ms. Carreon,
I have noted your opposition for this case. Thank you the clarification.

Respectfully,

Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso
801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)
cid:image001.png@01D697CE.40C35A90



From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Saturday, September 9, 2023 3:50 PM
To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Subject: Re: 10002 Pan American Dr.

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Ms. Rodriguez, I went ahead and downloaded the item in question as I have truly searched my documents and can not find, sorry to say, this item in particular. It appears that Ms. Campos had done extensive research on this matter and must agree with her decision as well to deny this rezone for the purpose of the Concrete Batch PLANT! Thank you

From: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Sent: Wednesday, September 6, 2023 4:12 PM
To: Sylvia Carreon <longhorn_1989@hotmail.com>
Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>; Zamora, Luis F. <ZamoraLF@elpasotexas.gov>; Pina, Saul J. <PinaSJ@elpasotexas.gov>
Subject: RE: 10002 Pan American Dr.

Good afternoon Ms. Carreon,

I did receive notification that you were informed of this rezoning application, please see the attached email. Are you sure your denial for the rezoning request is for 10002 Pan American Dr. or is it meant for 9614 Socorro? I would just like to clarify to ensure we have the correct comments for correct case.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner

Planning & Inspections | City of El Paso
801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)
cid:image001.png@01D697CE.40C35A90



From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Wednesday, September 6, 2023 12:06 PM
To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Subject: Re: 10002 Pan American Dr.

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This is Sylvia Carreon, president of the Mission Valley Civic Association and be advised that we never received any letter of notification as did the Corridor 20 Civic Association. I have researched all my documents and have not received this notification. As such, we would also agree with Ms. Campos with the Corridor 20 Association and vote to DENY this request! Thank you

From: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Sent: Thursday, May 25, 2023 8:49 AM
To: Vicky Urena <VUrena@condeinc.com>; longhorn_1989@hotmail.com
<longhorn_1989@hotmail.com>
Cc: Conrad Conde <CConde@condeinc.com>
Subject: RE: 10002 Pan American Dr.

Good Morning Ms. Urena,
Please send email transcripts, a certified mail receipt or a notarized affidavit confirming that the provided neighborhood association letters were in fact sent to the Mission Valley Civic Association and Corridor 20 Civic Association so that may proceed with this application.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso
801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)

cid:image001.png@01D697CE.40C35A90



From: Vicky Urena <VUrena@condeinc.com>
Sent: Wednesday, May 24, 2023 3:20 PM
To: longhorn_1989@hotmail.com
Cc: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>; Conrad Conde <CConde@condeinc.com>
Subject: RE: 10002 Pan American Dr.

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Oops, here are the attachments.

From: Vicky Urena
Sent: Wednesday, May 24, 2023 3:19 PM
To: longhorn_1989@hotmail.com
Cc: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>; cconde@condeinc.com
Subject: 10002 Pan American Dr.

Good afternoon,

Attached please find notification of a rezoning application submitted to the City of El Paso. Let us know if you have any questions.

Thanks and have a great day!

Vicky Urena



6080 Surety Dr., Suite 100
El Paso, Texas 79905
Tel.: 915-592-0283
Fax: 915-592-0286
Email: vurena@condeinc.com

From: [Smith, Kevin W.](#)
To: [Rodriguez, Nina A.](#)
Cc: [Garcia, Raul](#); [Zamora, Luis E.](#); [Ramirez, Elsa](#)
Subject: FW: Feb. 8 meeting of Planning Commission, PZR223-0012
Date: Thursday, February 8, 2024 7:12:34 AM

Good morning Nina,
FYI. Thank you.

Kevin

From: Marilyn Guida <mrg52muse@gmail.com>
Sent: Wednesday, February 7, 2024 5:57 PM
To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>; Smith, Kevin W. <SmithKW@elpasotexas.gov>
Subject: Feb. 8 meeting of Planning Commission, PZR223-0012

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I would like my comments to be shared with the Planning Commission on this topic on February 8, 2024 prior to the meeting. I may be able to attend online, in which case I would like to speak to the Planning Commission during public testimony.

I am strongly opposed to Rezones 6 & 7, the cement mixing plant proposed to be located at Winn Rd & Southside Rd. This is the type of use that will have significant environmental impacts to the Rio Bosque wildlife such as noise, emissions and truck operations which would drive wildlife away and damage the plant life which can't run away.

Rio Bosque is owned and operated by the University of Texas El Paso. UTEP staff and volunteers have been working for decades to bring this area back to a condition that will support wildlife and restore water flow. It's a place to enjoy the quiet and hear the birds, watch waterfowl, and provide a refuge for people to understand the quality of life that this refuge brings.

I am opposed to this project because it will surely cause loss of property values for the nearby residents due to the noise and emissions from the plant as well as the frequent heavy truck traffic.

This cement mixing plant is a huge mistake in all these ways at a minimum.

I urge the Planning Commission to refuse to support this rezone.

Thank you,

Marilyn Guida
Resident of El Paso from June 2008 to January 2022

Rodriguez, Nina A.

From: Ramirez, Elsa
Sent: Tuesday, February 13, 2024 10:46 AM
To: Rodriguez, Nina A.
Subject: FW: 020824 CPC Agenda UPDATED

Elsa Ramirez | Administrative Assistant

P: 915.212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirez@elpasotexas.gov

ElPasoTexas.gov | [Take Our Survey](#)



Planning &
Inspections
Department
City of El Paso

From: Sito <sito.negron@gmail.com>
Sent: Wednesday, February 7, 2024 3:53 PM
To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>
Subject: Re: 020824 CPC Agenda UPDATED

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Please accept this as comment from the Sunset Heights Neighborhood Improvement Association and share with CPC Commissioners. Thank you.

Re Item 7

Dear Commissioners,

The Sunset Heights Neighborhood Improvement Association exists to improve Sunset Heights. We share a common interest with other neighborhood associations. Sunset Heights is built on the first hill as the valley climbs to the mountains - the river valley cutting through the mountains defines this area. A famous painting shows the valley below Sunset Heights verdant. Sadly, Rio Bosque is one tiny remnant of hundreds of square miles of rich river valley that stretched throughout what is now El Paso County. Were satellite images available then, what we now see as a mass of gray would have been a stretch of green of global significance, visible from space.

It is unconscionable that instead of growing Rio Bosque, expanding the tiny bit of green left, you are being asked to create a further mass of gray. The land is owned by the public. What better opportunity will we ever have to expand Rio Bosque?

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Subject: FW: Feb. 22nd City Plan Commission: items 6 & 7
Date: Tuesday, February 20, 2024 7:45:49 AM
Attachments: [image.png](#)
[image.png](#)
[Plan EP 2012 Sustainability.pdf](#)
[~WRD0000.jpg](#)
[image001.png](#)

FYI

Elsa Ramirez | Administrative Assistant

P: 915. 212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirezez@elpasotexas.gov

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Planning & Inspections Department
City of El Paso

From: Vero Ann Carrillo <verocarrillo915@gmail.com>

Sent: Monday, February 19, 2024 11:59 PM

To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>

Cc: Smith, Kevin W. <SmithKW@elpasotexas.gov>

Subject: Feb. 22nd City Plan Commission: items 6 & 7

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Hi Elsa,

I hope this email finds you well. I have a few questions (below) about Items 6 and 7 on the agenda for Thursday's CPC meeting. Could you help forward these questions to the appropriate person?

The impact of the concrete plant on people living close to the subject property and as well as the Rio Bosque is very disconcerting. This rezoning request chips away at the goals and policies set by Plan El Paso for connected open spaces. I ask that the City Plan Commission **vote to not recommend** the rezoning request.

Thank you,
Veronica Carrillo

Question 1: Items 6 and 7 contain a request to rezone 10 acres of land owned by El Paso Water to remove the zoning of "preserve" to accommodate a proposed industrial

development, specifically a permanent concrete mixing plant.

Attached is a photo of the property from Sunday, February 18th. Despite multiple references in the backup for the agenda items to the subject property as "currently vacant" land, the land has been cleared and a concrete batch plant is already set up. The picture also shows a white trailer with the Jobe company logo on it and piles of material that appear to be gravel and/or sand around the property. However, this property is currently zoned "preserve". Have any rules, laws, ordinances, codes, etc. been broken or violated by having set up this concrete batch operation on a property zoned for "preserve"?

Image removed by sender.



Question 2: Page 1 of the backup for item 7 says staff recommends imposing the following condition: "A Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code before issuance of any certificates of occupancy or certificates of completion."

The two satellite images below (also [click here](#)) show that the subject property was cleared some time before May 2023.

Given that the concrete mixing plant operator has set up operations on the property before obtaining a certificate of occupancy, what rules, ordinances, codes, laws, etc. have been violated or broken?



Question 3: The TCEQ requires certain permits for concrete batch plants. Has the City of El Paso verified whether the concrete mixing plant operator has submitted applications to the TCEQ for the necessary permits?

Question 4: The negative health issues posed by concrete batch plants due to pollution such as dust and truck exhaust are well documented. There's a neighborhood in Socorro located about .23 miles from the subject property. What consideration is the City of El Paso giving to the negative health impacts the concrete batch plant will have on the people living in homes close by?

Question 5: The backup documents for the agenda items note how the proposed action complies with Plan El Paso. However, the rezoning of the subject property from "preserve" to "industrial" appears to conflict with the Habitat & Biodiversity goals and policies under the Sustainability element of the plan. Part of the vision the plan sets forth is corridors of natural habitat running throughout the city connecting open spaces, like the Rio Bosque. The rezoning of the subject property appears to cut off the Rio Bosque from connecting to other open spaces in El Paso. As the UTEP program manager for the Rio Bosque stated in the comment he submitted via email, "the Rio Bosque benefits from having biological connectivity with other areas of undeveloped open space...Each time undeveloped lands surrounding the park are cleared and developed in various ways, the value of the park as a natural area is diminished." What consideration is given to how this rezoning proposal complies with the Sustainability element of Plan El Paso?

(The sustainability section of Plan El Paso is attached. [Click here](#) to view volume 2 of the Plan that contains the section for this element. See page 10.27)

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Cc: [Garcia, Raul](#); [Smith, Kevin W.](#); [Zamora, Luis E.](#)
Subject: FW:
Date: Wednesday, February 21, 2024 8:53:12 AM
Attachments: [image001.png](#)

FYI

Elsa Ramirez | Administrative Assistant

P: 915. 212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirezez@elpasotexas.gov

ElPasoTexas.gov | [Take Our Survey](#)



Planning & Inspections Department
City of El Paso

From: Eduardo Talamantes <eduardoatalamantes@gmail.com>
Sent: Wednesday, February 21, 2024 8:52 AM
To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>
Subject:

You don't often get email from eduardoatalamantes@gmail.com. [Learn why this is important](#)

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I am Ed Talamantes and I live in the Mission Valley. I strongly oppose the plan to build a Cement Batch Plant in the area of the Rio Bosque Bird Sanctuary. Our area is being inundated with industries that negatively impact the health and safety of our area, not to mention the harm to the environment. I hope the city and Batch Plant backers find a location that would be more suitable and respect the opposition of the affected public and environment.

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Cc: [Smith, Kevin W.](#); [Garcia, Raul](#)
Subject: FW: Regarding City Planning Commission Meeting Item # PLCP 24-00001 Cement Batch Plant
Date: Wednesday, February 21, 2024 10:01:23 AM
Attachments: [image001.png](#)
Importance: High

FYI

Elsa Ramirez | Administrative Assistant

P: 915.212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirezez@elpasotexas.gov

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Planning & Inspections Department
City of El Paso

From: Torres, Jose R <jrtorres1@utep.edu>

Sent: Wednesday, February 21, 2024 10:01 AM

To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>

Cc: District #7 <District#7@elpasotexas.gov>; mayor@elpaso.gov;

eduardoatalamantes@gmail.com; Iliana Holguin <commissioner3@epcounty.com>; District #3

<District3@elpasotexas.gov>; Maria Bouche <dbouche915@gmail.com>; M Carr

<mmcarr008@gmail.com>; Sylvia Carreon <longhorn_1989@hotmail.com>; Deborah Torres

<deborah.j.torres@gmail.com>

Subject: Regarding City Planning Commission Meeting Item # PLCP 24-00001 Cement Batch Plant

Importance: High

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Greetings:

I am contacting you joining along with other concerned citizens in the Mission Valley to express my vigorous opposition to the proposed application for a cement batch plant to be discussed under item #6 PLCP 24-00001 at the City Planning Commission meeting on Thursday, February 22nd.

The proposed location of the cement plant next to a residential area and a wildlife preserve is, to say the least, a very poor idea and will have a harshly negative impact on the region's environment, with increased pollution and traffic safety concerns. These concerns should be readily apparent to anyone who has any concerns for the

needs of the community.

All too often, the legitimate issues raised by the residents of the Mission Valley have been totally ignored because of special interest agendas. Please ask yourself, would you be willing to welcome, encourage, and work for the establishment of a cement batch plant next to your neighborhood?

If your answer is no, you can understand the reason why the residents next to the proposed cement plant location are concerned about this issue. Please take their fears into serious consideration and do whatever you can to deny this ill-considered application.

Respectfully,

Jose R. Torres, Vice President
Pueblo Viejo Neighborhood Association
(915) 526-5309

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Cc: [Garcia, Raul](#); [Smith, Kevin W.](#); [Zamora, Luis F.](#)
Subject: FW: Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd
Date: Wednesday, February 21, 2024 10:06:39 AM

FYI

Elsa Ramirez | Administrative Assistant
P: 915. 212.1569
A: 801 Texas Ave. El Paso, TX 79901
E: ramirez@elpasotexas.gov
ElPasoTexas.gov Take Our Survey

Planning & Inspections Department
City of El Paso

-----Original Message-----

From: Laurence Gibson <laurenceagibson@gmail.com>
Sent: Wednesday, February 21, 2024 10:06 AM
To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>
Subject: Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd

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Dear Planning and Zoning Commission,

Our El Paso Group of the Sierra Club is very concerned about the proposed rezoning of these 10 acres and approval of a concrete plant. We are also astonished that Jobe has already cleared and moved equipment onto an unapproved site. Certainly this is illegal. We will be investigating this.

Concrete plants are notorious polluters and Socorro residents will be affected. We call this environmental racism, degrading air quality of citizens living in low-lying areas by those who live high above the city. The proposed rezoning will also have the effect of opening up an industrial area where farming and ranching are now in place.

Jobe has a long history of impacting residential areas. Not so long ago it was the neighborhood and schools in Northeast below McKelligon Canyon. We breathed a sigh of relief (literally) when he sold out. Unfortunately, the folks in Socorro are not as well organized or as well-heeled. It is up to you folks on the commission to protect their quality of life. There is no reason other than convenience and cost that Mr. Jobe cannot move his operation further out of town. He will still make plenty of profit.

From: [Sylvia Carreon](#)
To: [mmcarr008@gmail.com](#); [Rodriguez, Nina A.](#)
Subject: Fw: OPPOSE: Cement Batch Plant (PLCP 24-00001
Date: Wednesday, February 21, 2024 10:36:08 AM

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Thank you Marcie for this email but I want to let all on the email to forward to Opposition to the City Planning Staff Contact which is as follows: RodriguezNA@elpasotexas.gov

From: M Carr <mmcarr008@gmail.com>
Sent: Tuesday, February 20, 2024 10:00 PM
To: Sylvia Carreon <longhorn_1989@hotmail.com>; Fabiola Campos-Lopez <corridor20ca@yahoo.com>; duenezas57@gmail.com <duenezas57@gmail.com>; Dolores Bouche <dbouche915@gmail.com>; Deborah Torres <Deborah.J.Torres@gmail.com>; eduardoatalamantes@gmail.com <eduardoatalamantes@gmail.com>; Lucilla Najera <najeralucilla@yahoo.com>; prainer@sbcglobal.net <prainer@sbcglobal.net>; ceniceromario@gmail.com <ceniceromario@gmail.com>; villagrane@yahoo.com <villagrane@yahoo.com>; jjvielma@aol.com <jjvielma@aol.com>; playaneighborhoodassociation@gmail.com <playaneighborhoodassociation@gmail.com>; Torres, Jose R <jrtorres1@utep.edu>
Subject: OPPOSE: Cement Batch Plant (PLCP 24-00001

Good Afternoon Mission Valley Area Neighborhood Associations,

I hope this email finds you well. I am Marcie Carrillo Mission Valley Planning representative.

I am writing this email to ask for your help to **OPPOSE** a proposed cement plant in our area.

The intended application plans to set up a Cement Batch Plant permanently in a lot close to a residential area and the Rio Bosque Bird Sanctuary. We the Mission Valley neighborhood associations, should stay united and strong to protect the health and environment of our community, animals, and our soil.

So I ask you please call to **OPPOSE** this item. The Planning Commission meeting is to take place this

Thursday, February 22nd at 1:30 pm

Item #6 PLCP 24-00001

You may call using the following phone numbers:

(915) 213-4096 or toll free(833)664-9267 CONFERENCE ID# 360 855

497#

Email: ramirezez@elpasotexas.gov

If you have any questions please feel free to contact me.

Thank you for your time and support.

Marcie Carrillo

EPNC Mission Valley Planning Area Representative

(915) 702-8699

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Cc: [Smith, Kevin W.](#); [Garcia, Raul](#); [Zamora, Luis F.](#)
Subject: FW: 022224 CPC Agenda Items 6 and 7
Date: Wednesday, February 21, 2024 7:22:07 AM
Attachments: [image001.png](#)

FYI

Elsa Ramirez | Administrative Assistant

P: 915. 212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirezez@elpasotexas.gov

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Planning & Inspections Department
City of El Paso

From: Sito Negrón <sito.negron@gmail.com>
Sent: Wednesday, February 21, 2024 7:17 AM
To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>
Subject: Re: 022224 CPC Agenda Items 6 and 7

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Good morning. Please see updated comment. Thank you!

Re Item 6 and 7

Dear Commissioners,

I understand the need for materials for the EPW plant development, and the nature of the rapidly growing industrial area clustered around the ports. However, Item 6 notes that the area under consideration is part of a broader designation under Plan El Paso. The City, the PSB, and the City of Socorro, which has Cougar Park nearby, should we working together to expand Rio Bosque into a major regional attraction and living laboratory. Its location next to the sewage plants makes it an ideal location for scientific study into wetland filtration.

Zaragoza is a reality, and while there are significant efforts to improve its efficiency in and around the port, they have been focused on the economic development. That is critical, but so is community quality of life, and the remnants of natural environment

that once filled the River Valley from The Pass down to the County Line. The overriding effort in this area directly to the south of the port should be to cluster the industrial uses closer together, and increase the open space, as opposed to the other way around.

I realize those are larger policy considerations, and you may be counseled that they have no place in the discussion about Items 6 and 7. Your purview may be limited. Fair enough! If that is the case, then simply stick to Plan El Paso, and vote no on Item 6.

PS: Altering Plan El Paso for spot zoning is a form of policy. We've just been doing that for so long it doesn't register. Please vote against both Items 6 and 7. If you are allowed to submit comments to the City Council, please recommend that they work with the applicants, public and private, to move the facility further from residents and Rio Bosque.

On Wed, Feb 7, 2024 at 3:52 PM Sito <sito.negron@gmail.com> wrote:

Please accept this as comment from the Sunset Heights Neighborhood Improvement Association and share with CPC Commissioners. Thank you.

Re Item 7

Dear Commissioners,

The Sunset Heights Neighborhood Improvement Association exists to improve Sunset Heights. We share a common interest with other neighborhood associations. Sunset Heights is built on the first hill as the valley climbs to the mountains - the river valley cutting through the mountains defines this area. A famous painting shows the valley below Sunset Heights verdant. Sadly, Rio Bosque is one tiny remnant of hundreds of square miles of rich river valley that stretched throughout what is now El Paso County. Were satellite images available then, what we now see as a mass of gray would have been a stretch of green of global significance, visible from space.

It is unconscionable that instead of growing Rio Bosque, expanding the tiny bit of green left, you are being asked to create a further mass of gray. The land is owned by the public. What better opportunity will we ever have to expand Rio Bosque?

The utility understands the value of green space - it recently invested millions to develop a water capturing arroyo in what most presume will in the near future be new development in the Northeast. If we can do it there we can do it in the Valley. Don't put further industrial burdens on Valley residents. Please do not allow this zoning change, and instead request that the utility explore ways to turn that property over to Rio Bosque's stewards.

Sent from my iPhone

On Feb 5, 2024, at 11:48, Ramirez, Elsa
<RamirezEZ@elpasotexas.gov> wrote:

From: [ANDREA EVERETT](#)
To: [Rodriguez, Nina A.](#)
Cc: [Rene Lopez; Rafael Gomez; aherrera@ydsp-nsn.gov; ovillanueva@ydsp-nsn.gov; jasierra@ydsp-nsn.gov; johnny.lopez@ydsp-nsn.gov; p.riggs50@gmail.com; matriarcprojection@gmail.com](#)
Subject: Opposition to PZR23-00012 rezoning
Date: Wednesday, February 21, 2024 4:35:15 PM
Attachments: [Outlook-i5qigubn](#)
[Outlook-4an23ytz.png](#)
[Outlook-i343xwon.png](#)
[Outlook-srazdwnv](#)
[Outlook-v3qifvpz.png](#)
[YDSP Letter of Opposition to PZR23-00012.pdf](#)

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Good afternoon Ms. Rodriguez,

I am sending an email on behalf of War Captain and Tribal Historic Preservation Officer Rene Lopez. Attached is a letter of opposition from Ysleta del Sur Pueblo against PZR23-00012. War Captain Lopez, his Traditional Councilmen, Tribal Councilman Rafael Gomez, and I will be in attendance at the City Plan Committee meeting tomorrow. Thank you for your review.

Andrea L. Everett
Owner, MatriARC PROJECTION, LLC
GIS & Drone Services and Solutions
Indigenous Woman Owned
www.matriarcprojectionllc.com/mp



From: [Rene Lopez](#)
To: [Rodriguez, Nina A.](#)
Subject: Letter of removal for concrete site
Date: Thursday, February 22, 2024 8:50:59 AM

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Good afternoon

Sorry for last minute email hope this email finds you well I was wondering if you could remove my letter of opposition for the concrete site I will be there at the meeting today if you have any other questions . Thank you in advance.

Sincerely
THPO / War captain
Rene Lopez
Sent from my iPhone

Comment received after revised staff report posted

From: [Torres, Jose R](#)
To: stanley@jobeco.com
Cc: [Rodriguez, Nina A.](#)
Subject: Re: Rezoning and Permit application for a cement batch plant
Date: Wednesday, February 21, 2024 5:23:05 PM
Importance: High

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Hello Mr. Jobe:

Thank you for your quick response and attention to the concerns of Mission Valley residents regarding the proposed location of the cement batch plant. Apparently, these concerns regarding the safety and pollution issues regarding cement batch plants are nothing new. If you google "cement batch plant" you will find a general consensus opinion that you don't want to live near a cement batch plant.

You are probably aware of some of these concerns: the health danger posed from the particulate matter (dust) produced by the plant, considered to be one of the deadliest forms of air pollution and one that has been linked to higher rates of asthma, heart disease, bronchitis, and cancer, the contribution to air pollution from the long idling of semis waiting to load the concrete, and the contribution to reduced lung development in children.

Mr. Jobe, have you and your staff considered and addressed any of these concerns, and have you come up with possible solutions to answer these concerns? I hope you have and that you will address these fears at tomorrow's meeting to the satisfaction of everyone concerned.

Mr. Jobe, you have contributed a great deal to our community. We're not saying you are a "bad person." We know you are not. El Paso and Jobe Concrete are a great team and I hope you consider everyone who lives here your neighbor. If so, ask yourself, "Would I deliberately do something that I knew could possibly hurt or harm my next-door neighbor or the neighbors around me?" I think your answer would be no.

Please reconsider your applications. I'm sure a more residential and environmentally friendly location can be found. Thank you again for considering our position and concerns.

Respectfully,

Jose R. Torres, Vice President

Pueblo Viejo Neighborhood Association
(915) 526-5309

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Cc: [Smith, Kevin W.](#); [Garcia, Raul](#); [Zamora, Luis F.](#)
Subject: FW: Item #6 PLCP24-00001 and Item #7 PZR23-00012
Date: Wednesday, February 21, 2024 6:29:15 PM
Attachments: [image001.png](#)

Hi Nina,

Just received another one.

Elsa Ramirez | Administrative Assistant

P: 915. 212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirez@elpasotexas.gov

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Planning & Inspections Department
City of El Paso

From: Deborah Torres <deborah.j.torres@gmail.com>
Sent: Wednesday, February 21, 2024 6:28 PM
To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>
Cc: Etiwe, Philip F. <EtiwePF@elpasotexas.gov>; Garcia, Raul <GarciaR1@elpasotexas.gov>; Eva Vielma <jjvielma@aol.com>; Maricela Carrillo <mmcarr008@gmail.com>; Sylvia Carreon <longhorn_1989@hotmail.com>; Fabiola Campos-Lopez <corridor20ca@yahoo.com>; Jose R. Torres <jrtorres1@utep.edu>
Subject: Item #6 PLCP24-00001 and Item #7 PZR23-00012

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I request that the following comments be read during public comment for the referenced items.

Commissioners and concerned individuals:

My name is Deborah Torres and I am a resident of the Mission Valley and secretary of the Pueblo Viejo Neighborhood Association. I am **strongly opposed** to the approval of the referenced items #6 and 7 for the

following reasons:

1) Negative health impact to neighboring residents-
Findings by the Environmental Protection Agency indicate that particulate matter released by these plants can cause asthma, throat cancer, cardiac arrest and bronchitis.

2) Negative environmental impact to the Rio Bosque preserve and wildlife

3) The presence of yet another industrial entity in the Mission Valley will disrupt and compromise the Mission Valley's aesthetics and historic value.

The only foreseeable benefit in approving the rezoning request is financial for the Jobe Concrete Company.

Please vote again Items 6 and 7.

Best,

Deborah Torres

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Cc: [Smith, Kevin W.](#); [Garcia, Raul](#); [Zamora, Luis E.](#)
Subject: FW: Feb. 22, 2024: Item 6
Date: Thursday, February 22, 2024 7:09:53 AM
Attachments: [CPC 02.22.24 - Comment Items 6.pdf](#)
[image001.png](#)

FYI

Elsa Ramirez | Administrative Assistant

P: 915. 212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirezez@elpasotexas.gov

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Planning & Inspections Department
City of El Paso

From: Vero Ann Carrillo <verocarrillo915@gmail.com>

Sent: Wednesday, February 21, 2024 10:39 PM

To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>

Cc: Smith, Kevin W. <SmithKW@elpasotexas.gov>

Subject: Feb. 22, 2024: Item 6

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Hi, please accept my comment for item 6 below. It is also attached as a PDF.

Dear City Plan Commissioners,

I am reaching out to respectfully voice my opposition to agenda items 6 and 7 scheduled for discussion at the upcoming CPC meeting on February 22, 2024. While I recognize the importance of economic development, I firmly believe in the necessity of safeguarding our community's health and quality of life.

Item 6 proposes a significant deviation from the City's master plan, Plan El Paso, by seeking to alter the designated future land use of a specific property from "Preserve" to "Industrial". Item 6 challenges the integrity of Plan El Paso..

Figure 1: Future land use map according to Plan El Paso

Furthermore, as depicted in Figure 2, the current guidelines recommend clustering industrial properties around the Zaragoza port of entry, with a clear boundary at the Franklin Spur Drain. Extending industrial zoning into areas earmarked for preservation disrupts this strategic planning.

Figure 2: Future land use map according to Plan El Paso.

The timing of these proposed changes is particularly concerning, given the City's initiation of Envision El Paso, an effort to update the Plan El Paso. This effort is at risk of being undermined if the commitments made in Plan El Paso are not upheld. The decisions made regarding items 6 and 7 will send a potent message to our community about the value of their contributions and the future direction of our city.

The backup for item 7 notes that waste water from the concrete mixing plant will be

collected in a ponding area on the subject property. With the subject property being only .13 miles from the Rio Bosque this raises questions about contaminating the wetlands. Wildlife that may find their way into the ponding area will carry contaminants within them into the Rio Bosque. Moreover, the juxtaposition of such an industrial operation alongside water treatment facilities invites further scrutiny. What are the consequences of placing a concrete mixing plant next to a water treatment plant and the future site of a water purification plant?

It begs the question: why pursue rezoning when alternative sites, already zoned for light manufacturing and situated within the industrial zone near Zaragoza, exist and are owned by the City of El Paso/El Paso Water? These locations are not only more suitable but also positioned further from residential areas, thereby aligning better with Plan El Paso's vision for sustainable development.

The consideration of land values and the potential for higher returns on city-owned properties underscores the opportunity for more prudent fiscal stewardship.

-
-
- The 100-acre parcel of land directly adjacent to the west of the subject property was
- zoned for ranch/farm. It was rezoned in 1992 from ranch/farm to light manufacturing. This land too should be zoned "preserve" yet it's curious that this is not the potential site for the concrete mixing plant as it is already zoned for light manufacturing.
- This parcel is valued at \$4M.
-
-
-
- Properties within the industrial area, that are owned by the City of El Paso or El Paso
- Water/Public Service Board, are valued at about \$600k - \$800k for 10 acres, about the same size and shape as the subject property. The subject property is 10 acres and is located within a 30 acre parcel of land valued at just over \$106k. (Note that the parcels
- in the industrial area are farther away from people's homes.)
-

Selling land already zoned for industrial purposes, particularly in areas with higher valuation in the industrial area, would serve the City's financial interests while preserving our commitment to environmental and community health.

I urge the Commission to consider the long-term implications of these rezoning proposals, not just for El Paso's urban landscape but for the health and well-being of our community. Thank you for your thoughtful consideration of these concerns.

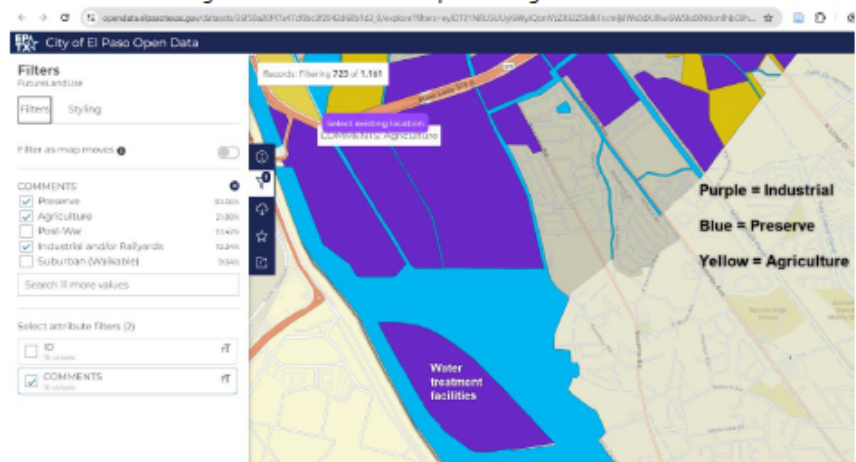
Sincerely,
Veronica Carrillo
915-701-8974

Dear City Plan Commissioners,

I am reaching out to respectfully voice my opposition to agenda items 6 and 7 scheduled for discussion at the upcoming CPC meeting on February 22, 2024. While I recognize the importance of economic development, I firmly believe in the necessity of safeguarding our community's health and quality of life.

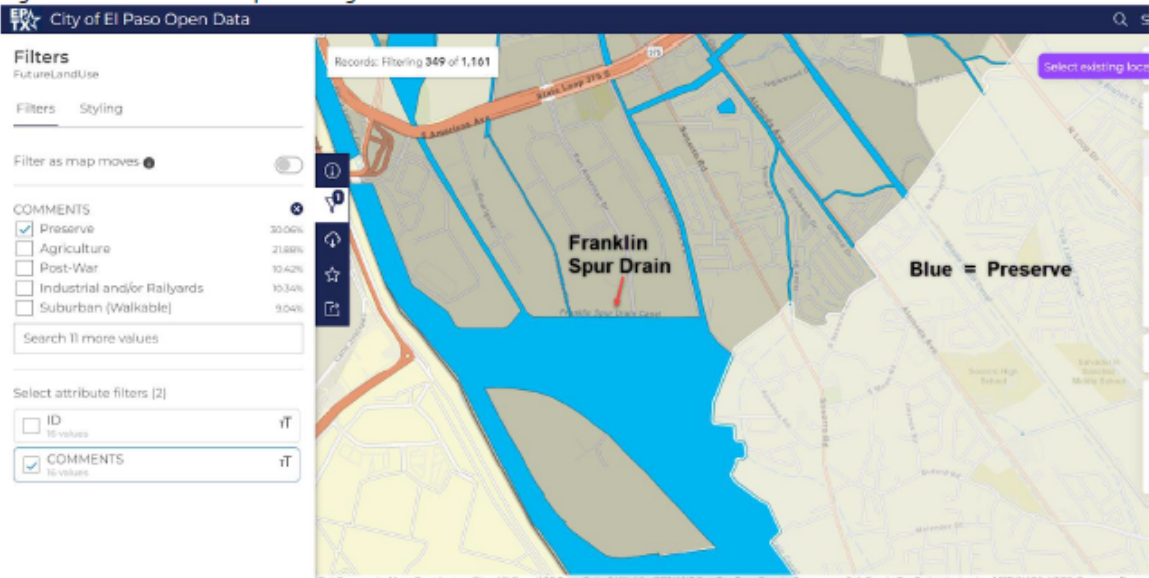
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Figure 2: Future land use map according to Plan El Paso.



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It begs the question: why pursue rezoning when alternative sites, already zoned for light manufacturing and situated within the industrial zone near Zaragoza, exist and are owned by the City of El Paso/El Paso Water? These locations are not only more suitable but also positioned further from residential areas, thereby aligning better with Plan El Paso's vision for sustainable development.

The consideration of land values and the potential for higher returns on city-owned properties underscores the opportunity for more prudent fiscal stewardship.

- The 100-acre parcel of land directly adjacent to the west of the subject property was zoned for ranch/farm. It was rezoned in 1992 from ranch/farm to light manufacturing. This land too should be zoned "preserve" in keeping with Plan El Paso, yet, curiously, this is not the potential site for the concrete mixing plant as it is already zoned for light manufacturing. This 100-acre parcel is valued at \$4M.
- Properties within the industrial area, that are owned by the City of El Paso or El Paso Water/Public Service Board, are valued around \$600k - \$800k. For example, a 19-acre parcel (geo ID R61099900100100) is valued at about \$802k. The subject property is 10 acres and is located within a 30-acre parcel of land valued at just over \$106k. (Note that the parcels in the industrial area are farther away from people's homes.)

Selling land already zoned for industrial purposes, particularly in areas with higher valuation in the industrial area, would serve the City's financial interests while preserving our commitment to environmental and community health.

I urge the Commission to consider the long-term implications of these rezoning proposals, not just for El Paso's urban landscape but for the health and well-being of our community. Thank you for your thoughtful consideration of these concerns.

Sincerely,

Veronica Carrillo
915-701-8974
Verocarrillo915@gmail.com

ATTACHMENT 6

From: Stanley Jobe
To: Rodriguez, Nina A.; mmcarr008@gmail.com
Subject: FW: PZRZ23-00012 Pan American and Winn Road
Date: Wednesday, October 11, 2023 10:07:18 AM
Attachments: image001.png
image002.png
image003.png
Pan American- Levee- Rez Sign.pdf

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From: Stanley Jobe <stanley@jobeco.com>
Sent: Wednesday, October 11, 2023 9:58 AM
To: longhorn_1989@hotmail.com
Cc: Martinez, Andres I. <MartinezAI@elpasotexas.gov>; Vicky Urena <VUrena@condeinc.com>; Garcia, Raul (DSD) <GarciaR1@elpasotexas.gov>; cconde@condeinc.com; Ralph Richards <ralph@jobeco.com>; corridor20ca@yahoo.com; mmcarr088@gmail.com; rodriguezna@elpasotexas.gov; Ana Sanchez (asanchez@epwater.org) <asanchez@epwater.org>
Subject: RE: PZRZ23-00012 Pan American and Winn Road

Dear Ms. Carreon,

Please see the correspondence below we received from the city to our engineer and our engineer's response. The property I showed you in person **IS** the property we are requesting the zoning. We do not own or lease any other property in that area and the property we are trying to get zoned belongs to the PSB. As you saw we currently have a concrete plant on the site that is servicing the Bustamante Plant expansion. In fact, we had a large concrete placement there last night. Please send me the map the city sent you as it must not be correct. The attachment above shows the original photo we provided in the zoning request. The Google earth is not up to date and does not show the plant, the new Bustamante plant road and the bridge across the canal that is now on this site.

As I explained to you at our visit we cannot meet the specifications on delivery of concrete to the Bustamante plant from other locations. We are allowed to furnish concrete to the Bustamante Expansion that will probably last 5 to 6 years and we further want to supply concrete to other jobs that cannot be serviced from other locations from this location. In order to do that we need to get the zoning changed. All the PSB land to the south is zoned M-1 and our proposed use would be in line with every other current use in the area.

Please call me if you wish to re-visit the site or need any other information. I am glad to provide any further explanations.

Thank-you,

Stanley

From: Conrad Conde <CConde@condeinc.com>
Sent: Wednesday, October 11, 2023 9:33 AM
To: Ralph Richards <ralph@jobeco.com>; Stanley Jobe <stanley@jobeco.com>
Cc: Martinez, Andres I. <MartinezAI@elpasotexas.gov>; Vicky Urena <VUrena@condeinc.com>; Garcia, Raul (DSD) <GarciaR1@elpasotexas.gov>
Subject: RE: PZR23-00012 Pan American and Winn Road

Andres, if needed, please respond to the Neighborhood association as follows:

1. Please see attached aerial photo we provided to the rezoning sign company that is installing the sign today- placed closest to the levee road and outside of the existing batch plant chain-link fence so that people driving along Pan American road or using the levee road can see the sign. As you can see from the aerial – this site is over 1,000 feet from any resident.
2. If needed, Ralph and Stanley would be more than glad to show them the site again with you all as well so that way there are no questions about where this site.

Conrad Conde, CNU-A
Conde, Inc. | 50 Years of Service
6080 Surety, Suite 100
El Paso, Texas 79905
cconde@condeinc.com
M: (915) 472-2212
O: (915) 592-0283

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From: Conrad Conde
Sent: Wednesday, October 11, 2023 9:15 AM
To: ralph@jobeco.com; 'Stanley Jobe' <Stanley@jobeco.com>
Cc: Martinez, Andres I. <MartinezAI@elpasotexas.gov>; Vicky Urena <VUrena@condeinc.com>
Subject: FW: PZR23-00012 Pan American and Winn Road

Stanley and Ralph, please see the below email sent to the City from one of the neighborhood associations.

Conrad Conde, CNU-A
Conde, Inc. | 50 Years of Service
6080 Surety, Suite 100
El Paso, Texas 79905
cconde@condeinc.com
M: (915) 472-2212
O: (915) 592-0283

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From: Martinez, Andres I. <MartinezAI@elpasotexas.gov>
Sent: Wednesday, October 11, 2023 9:11 AM
To: Conrad Conde <CConde@condeinc.com>
Subject: Fw: PZRZ23-00012 Pan American and Winn Road

Good morning Mr. Conde,

We received this email from the neighborhood association, please see below.

Thank you,

Andres Martinez | Planner
P: 915.212.1606
A: 801 Texas Ave. El Paso, TX 79901
E: MartinezAI@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)



Planning & Inspections Department

City of El Paso

From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Tuesday, October 10, 2023 3:12 PM
To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>; Fabiola Campos-Lopez <corridor20ca@yahoo.com>;
Maricela Carrillo <mmcarr008@gmail.com>; Martinez, Andres I. <MartinezAI@elpasotexas.gov>
Subject: Re: 10002 Pan American Dr.

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Good Afternoon Ms. Nina, thank you for sending this ariel map information as to the location of 10002 Pan American Dr. This is clearly NOT the property we were taken to see by Mr. Jobe and he did not elaborate that the property in question was in fact, NOT the property he was showing us. This property in question cannot be allowed to rezone from R-F to M-1 for the purpose of a Concrete Plant! This area is so much closer to residential homes, and we have a bird sanctuary just next to it that would be deadly to our animal lives! The Mission Valley Civic Association will NOT be in support of the rezoning for this location or other R-F lots in question. We need to take care of the Valley!

From: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Sent: Monday, October 9, 2023 4:30 PM
To: Sylvia Carreon <longhorn_1989@hotmail.com>
Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>; Fabiola Campos-Lopez <corridor20ca@yahoo.com>;
Maricela Carrillo <mmcarr008@gmail.com>; Martinez, Andres I. <MartinezAI@elpasotexas.gov>
Subject: RE: 10002 Pan American Dr.

Good Morning Ms. Carreon,
Please find the attached aerial map that highlights the subject property in light blue. The property is located east of Pan American Dr. and South of Winn Rd. I hope this helps.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso
801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)
cid:image002.png@01D9FC28.61D28BE0



From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Monday, October 9, 2023 3:48 PM
To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>; Fabiola Campos-Lopez <corridor20ca@yahoo.com>;
Maricela Carrillo <mmcarr008@gmail.com>
Subject: Re: 10002 Pan American Dr.

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Ms. Nina, Sylvia Carreon here, again, and I just spoke with Ms. Fabiola Campos Lopez and she has clarified for me that this request to rezone from R-F to M-1 is NOT for 10002 Pan American, but for an empty lot near or around this address in question! PLEASE send me the actual address in which the rezoning is being requested. The property Mr. Jobe showed us, is the property of the Water department and not his. We will have issue with this request and will deny any application of other property in question. Thank you

From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Monday, October 9, 2023 3:10 PM
To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>; Fabiola Campos-Lopez <corridor20ca@yahoo.com>
Subject: Re: 10002 Pan American Dr.

Good Afternoon Ms. Gina, as per our conversation today in reference to the zone change requested on this property, the Mission Valley Civic Association will have to approve the request of zone change from a R-F to M-1, for the reason is that the plant is already built on that property! Our Vice President, Marcie Carrillo and I met with Mr. Stanley Jobe, who leases that property from the El Paso Water Utilities and is already producing Concrete, not cement, to service the Bustamante Plant. We met with him on Monday June 12th and drove us around

the plant explaining the process. At this point, the rezone is only verbal approval since the plant already exists! Thank you

From: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Sent: Monday, September 11, 2023 9:57 AM
To: Sylvia Carreon <longhorn_1989@hotmail.com>
Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>
Subject: RE: 10002 Pan American Dr.

Good Morning Ms. Carreon,
I have noted your opposition for this case. Thank you the clarification.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso
801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)
cid:image002.png@01D9FC28.61D28BE0



From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Saturday, September 9, 2023 3:50 PM
To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Subject: Re: 10002 Pan American Dr.

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Ms. Rodriguez, I went ahead and downloaded the item in question as I have truly searched my documents and can not find, sorry to say, this item in particular. It appears that Ms. Campos had done extensive research on this matter and must agree with her decision as well to deny this rezone for the purpose of the Concrete Batch PLANT! Thank you

From: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Sent: Wednesday, September 6, 2023 4:12 PM
To: Sylvia Carreon <longhorn_1989@hotmail.com>
Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>; Zamora, Luis F. <ZamoralF@elpasotexas.gov>; Pina, Saul J. <PinaSJ@elpasotexas.gov>

Subject: RE: 10002 Pan American Dr.

Good afternoon Ms. Carreon,

I did receive notification that you were informed of this rezoning application, please see the attached email. Are you sure your denial for the rezoning request is for 10002 Pan American Dr. or is it meant for 9614 Socorro? I would just like to clarify to ensure we have the correct comments for correct case.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso
801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)
cid:image002.png@01D9FC28.61D28BE0



From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Wednesday, September 6, 2023 12:06 PM
To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Subject: Re: 10002 Pan American Dr.

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This is Sylvia Carreon, president of the Mission Valley Civic Association and be advised that we never received any letter of notification as did the Corridor 20 Civic Association. I have researched all my documents and have not received this notification. As such, we would also agree with Ms. Campos with the Corridor 20 Association and vote to DENY this request! Thank you

From: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Sent: Thursday, May 25, 2023 8:49 AM
To: Vicky Urena <VUrena@condeinc.com>; longhorn_1989@hotmail.com <longhorn_1989@hotmail.com>
Cc: Conrad Conde <CConde@condeinc.com>
Subject: RE: 10002 Pan American Dr.

Good Morning Ms. Urena,
Please send email transcripts, a certified mail receipt or a notarized affidavit confirming that the provided neighborhood association letters were in fact sent to the Mission Valley Civic Association and Corridor 20 Civic Association so that may proceed with this application.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso
801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)
cid:image002.png@01D9FC28.61D28BE0



From: Vicky Urena <VUrena@condeinc.com>
Sent: Wednesday, May 24, 2023 3:20 PM
To: longhorn_1989@hotmail.com
Cc: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>; Conrad Conde <CConde@condeinc.com>
Subject: RE: 10002 Pan American Dr.

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Oops, here are the attachments.

From: Vicky Urena
Sent: Wednesday, May 24, 2023 3:19 PM
To: longhorn_1989@hotmail.com
Cc: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>; cconde@condeinc.com
Subject: 10002 Pan American Dr.

Good afternoon,

Attached please find notification of a rezoning application submitted to the City of El Paso. Let us know if you have any questions.

Thanks and have a great day!

Vicky Urena

From: [Conrad Conde](#)
To: [Rodriguez, Nina A.](#); [Zamora, Luis F.](#); [Garcia, Raul](#)
Subject: FW: Zoning on Pan American
Date: Thursday, February 8, 2024 2:23:37 PM

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Conrad Conde, CNU-A
[Conde, Inc. | 50 Years of Service](#)
6080 Surety, Suite 100
El Paso, Texas 79905
cconde@condeinc.com
M: (915) 472-2212
O: (915) 592-0283

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From: Stanley Jobe <stanley@jobeco.com>
Sent: Thursday, February 8, 2024 2:22 PM
To: mrg52muse@gmail.com
Cc: Conrad Conde <CConde@condeinc.com>; Garcia, Raul <GarciaR1@elpasotexas.gov>; Garrett Yancey <garrett@jobeco.com>; Ralph Richards <ralph@jobeco.com>
Subject: Zoning on Pan American

Dear Ms. Guida,

I understand you are against our proposal to zone a parcel located at 10002 Pan American Drive. The City Plan Commission forwarded a copy of your email to our Engineer of Record that you sent to Ms. Ramirez and Mr. Smith with the City Planning department.

I would like to meet with you either on the site, at the City offices or at a location of your choice to discuss our zoning proposal. I will not be confrontational and only informative. I respect your opinion to oppose this zoning request but perhaps once you see what we propose and what the

property has been used for in the past you may change your mind or at least be more comfortable with the proposed use.

You can reach me by email stanley@jobeco.com or my office 915-298-9900 or my cell phone 915-478-2301.

I hope that we can meet.

Best regards,

Stanley Jobe
Jobe Materials, L.P.

From: [Conrad Conde](#)
To: [Rodriguez, Nina A.](#); [Zamora, Luis E.](#); [Garcia, Raul](#)
Subject: FW: Pan American
Date: Thursday, February 8, 2024 2:26:35 PM

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fyi

Conrad Conde, CNU-A
[Conde, Inc. | 50 Years of Service](#)
6080 Surety, Suite 100
El Paso, Texas 79905
cconde@condeinc.com
M: (915) 472-2212
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From: Stanley Jobe <stanley@jobeco.com>
Sent: Thursday, February 8, 2024 2:26 PM
To: sito.negron@gmail.com
Cc: Conrad Conde <CConde@condeinc.com>; Garcia, Raul <GarciaR1@elpasotexas.gov>; Ralph Richards <ralph@jobeco.com>; Garrett Yancey <garrett@jobeco.com>
Subject: Pan American

Dear Sito,

As we discussed by phone this morning I got a copy of your objection to our zoning on Pan American. We both agreed we would try to meet on the 19th or the 20th when you returned. I look forward to hearing from you. I have the same cell 915-478-2301 or my office is 915-298-9900.

I look forward to meeting with you and maybe I can change your mind. You never know!

Thanks,

Stanley

From: Stanley Jobe
To: jrtorres1@utep.edu
Cc: Garcia, Raul; Zamora, Luis F.; Garrett Yancey; Ralph Richards; cconde@condeinc.com; Rodriguez, Nina A.
Subject: Regarding City Planning Commission Meeting Item # PLCP 24-00001 Cement Batch Plant
Date: Wednesday, February 21, 2024 2:15:10 PM
Attachments: [image002.png](#)
[image001.png](#)

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Dear Mr. Torres,

I am receipt of your letter to the City Plan Commission staff. The hearing for the zoning is tomorrow. If you would like to discuss any of your concerns with me before the case is heard tomorrow please give me a call. I would be glad to discuss the issue with you and why we believe our request should be approved. Our plant is a concrete mixing plant. We do not produce cement. We mix cement with sand, gravel and water to make concrete. My mobile is 915-478-2301 or my office is 915-298-9900.

Best regards,

Stanley Jobe

From: "Rodriguez, Nina A." <RodriguezNA@elpasotexas.gov>
Date: February 21, 2024 at 10:16:02 AM MST
To: Conrad Conde <CConde@condeinc.com>
Cc: "Garcia, Raul" <GarciaR1@elpasotexas.gov>, "Zamora, Luis F." <ZamoraLF@elpasotexas.gov>
Subject: FW: Regarding City Planning Commission Meeting Item # PLCP 24-00001 Cement Batch Plant

Hello,
Please see email of opposition below.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso
801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)



Planning & Inspections Department
City of El Paso

From: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>
Sent: Wednesday, February 21, 2024 10:01 AM
To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Cc: Smith, Kevin W. <SmithKW@elpasotexas.gov>; Garcia, Raul <GarciaR1@elpasotexas.gov>
Subject: FW: Regarding City Planning Commission Meeting Item # PLCP 24-00001 Cement Batch Plant
Importance: High

FYI

Elsa Ramirez | Administrative Assistant
P: 915.212.1569
A: 801 Texas Ave. El Paso, TX 79901
E: ramirez@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)



Planning & Inspections Department
City of El Paso

From: Torres, Jose R <jrtorres1@utep.edu>
Sent: Wednesday, February 21, 2024 10:01 AM
To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>
Cc: District #7 <District#7@elpasotexas.gov>; mayor@elpaso.gov; eduardoatalamantes@gmail.com; Iliana Holguin <commissioner3@epcounty.com>; District #3 <District3@elpasotexas.gov>; Maria Bouche <dbouche915@gmail.com>; M Carr <mmcarr008@gmail.com>; Sylvia Carreon <longhorn_1989@hotmail.com>; Deborah Torres <deborah.j.torres@gmail.com>
Subject: Regarding City Planning Commission Meeting Item # PLCP 24-00001 Cement Batch Plant
Importance: High

You don't often get email from jrtorres1@utep.edu. [Learn why this is important](#)

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Greetings:

I am contacting you joining along with other concerned citizens in the Mission Valley to express my vigorous opposition to the proposed application for a cement batch plant to be discussed under item #6 PLCP 24-00001 at the City Planning Commission meeting on Thursday, February 22nd.

The proposed location of the cement plant next to a residential area and a wildlife preserve is, to say the least, a very poor idea and will have a harshly negative impact on the region's environment, with increased pollution and traffic safety concerns. These concerns should be readily apparent to anyone who has any concerns for the needs of the community.

All too often, the legitimate issues raised by the residents of the Mission Valley have been totally ignored because of special interest agendas. Please ask yourself, would you be willing to welcome, encourage, and work for the establishment of a cement batch plant next to your neighborhood?

If your answer is no, you can understand the reason why the residents next to the proposed cement plant location are concerned about this issue. Please take their fears into serious consideration and do whatever you can to deny this ill-considered application.

Respectfully,

Jose R. Torres, Vice President
Pueblo Viejo Neighborhood Association
(915) 526-5309

From: [Ramirez, Elsa](#)
To: [Rodriguez, Nina A.](#)
Cc: [Smith, Kevin W.](#); [Garcia, Raul](#); [Zamora, Luis F.](#)
Subject: FW: : Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd
Date: Wednesday, February 21, 2024 2:40:58 PM
Attachments: [image001.png](#)

FYI

Elsa Ramirez | Administrative Assistant

P: 915. 212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirezez@elpasotexas.gov

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Planning & Inspections Department
City of El Paso

From: Stanley Jobe <stanley@jobeco.com>

Sent: Wednesday, February 21, 2024 2:15 PM

To: laurenceagibson@gmail.com

Cc: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>; Garcia, Raul

<GarciaR1@elpasotexas.gov>; cconde@condeinc.com; Zamora, Luis F.

<ZamoraLF@elpasotexas.gov>; Ralph Richards <ralph@jobeco.com>; Garrett Yancey

<garrett@jobeco.com>

Subject: : Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd

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Dear Mr. Gibson,

I am in receipt of your letter of opposition below. I would be glad to discuss our rezoning application with you. I respect your opinion, however please allow me to correct the record on some of your statements regarding me, my company and the site.

We had permission to set up a concrete mixing plant at this site to service the Public Works Project at the Bustamante Sewer Plant. We have been operating there several months only for this project. We are legal in our current use.

Farming and Ranching have not been practiced at our concrete mixing plant site for more than 30 years. We are right next door to a sewer plant and I don't see how that is environmental racism. We have a properly permitted plant with the TCEQ.

I have not owned the McKelligon Canyon Quarry since 1999. I sold it originally to RMC, a London based company who operated under the Jobe company name until 2005. RMC sold it to CEMEX, a multinational firm headquartered in Monterrey, Mexico in early 2005. CEMEX sold it to GCC Sun City Materials, LLC in early 2015. The parent company is GCC headquartered in Chihuahua City, Mexico. The McKelligon Quarry is still operating today and most likely at a higher capacity given the growth of the community than when I owned and operated it.

The reason we cannot move out of town is that wet concrete has a shelf life by project specifications and the building code. Once water is introduced to the mixture of sand, gravel and cement the concrete mixture must be placed in 1 to 1.5 hours. We cannot make the specifications required at the Bustamante Plant from other locations in town. Currently there are more than 20 concrete mixing plants in the El Paso area scattered out across the city.

The site of the proposed concrete mixing plant zone request is right across the street from an industrial park already zoned M-1. The parcel directly adjacent to our concrete mixing plant site is zoned M-1. In order for us to service other jobs that are not public works projects we need a zoning change.

My cell number is 915-478-2301 or my office is 915-298-9900.

I would be glad to hear from you if you have any questions.

Best regards,

Stanley Jobe

From: "Rodriguez, Nina A." <RodriguezNA@elpasotexas.gov>
Date: February 21, 2024 at 10:16:22 AM MST
To: Conrad Conde <CConde@condeinc.com>
Cc: "Garcia, Raul" <GarciaR1@elpasotexas.gov>, "Zamora, Luis F." <ZamoraLF@elpasotexas.gov>
Subject: FW: Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd

Hello,
Please see email of opposition below.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso
801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)

-----Original Message-----

From: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>

Sent: Wednesday, February 21, 2024 10:07 AM

To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>

Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>; Smith, Kevin W.

<SmithKW@elpasotexas.gov>; Zamora, Luis F. <ZamoraLF@elpasotexas.gov>

Subject: FW: Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd

FYI

Elsa Ramirez | Administrative Assistant

P: 915. 212.1569

A: 801 Texas Ave. El Paso, TX 79901

E: ramirezez@elpasotexas.gov

ElPasoTexas.gov | Take Our Survey

Planning & Inspections Department

City of El Paso

-----Original Message-----

From: Laurence Gibson <laurenceagibson@gmail.com>

Sent: Wednesday, February 21, 2024 10:06 AM

To: Ramirez, Elsa <RamirezEZ@elpasotexas.gov>

Subject: Proposals 6 and 7 on Planning Commission Agenda for Feb 22nd

[You don't often get email from laurenceagibson@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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Dear Planning and Zoning Commission,

Our El Paso Group of the Sierra Club is very concerned about the proposed rezoning of these 10 acres and approval of a concrete plant. We are also astonished that Jobe has already cleared and moved equipment onto an unapproved site. Certainly this is illegal. We will be investigating this.

Concrete plants are notorious polluters and Socorro residents will be affected. We call this environmental racism, degrading air quality of citizens living in low-lying areas by those who live high above the city. The proposed rezoning will also have the effect of opening up an industrial area where farming and ranching are now in place.

Jobe has a long history of impacting residential areas. Not so long ago it was the neighborhood and schools in Northeast below McKelligon Canyon. We breathed a sigh of relief (literally) when he sold out. Unfortunately, the folks in Socorro are not as well organized or as well-heeled. It is up to you folks on the commission to protect their quality of life. There is no reason other than convenience and cost that Mr. Jobe cannot move his operation further out of town. He will still make plenty of profit.

I represent over 500 Sierra Club members in the El Paso area. Please consider the people of Socorro.

Thank you,
Laurence Gibson, chair
El Paso Sierra Club
915 309-5419

From: [Garcia, Raul](#)
To: [Rodriguez, Nina A.](#)
Cc: [Zamora, Luis F.](#); [Smith, Kevin W.](#)
Subject: FW: Pan American Zoning request by Jobe Materials
Date: Wednesday, February 21, 2024 2:58:44 PM
Attachments: [June 2022 - Pan Am Concrete Mixing Plant Site.pdf](#)
[PanAmPrint-05-2.pdf](#)
[PanAmPrint-03.pdf](#)
[PanAmPrint-04.pdf](#)

Nina, as discussed please add to the staff report. Thank you

From: Stanley Jobe <stanley@jobeco.com>
Sent: Monday, February 12, 2024 10:26 AM
To: mrg52muse@gmail.com
Cc: cconde@condeinc.com; Garcia, Raul <GarciaR1@elpasotexas.gov>; Garrett Yancey <garrett@jobeco.com>; Ralph Richards <ralph@jobeco.com>
Subject: Pan American Zoning request by Jobe Materials

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Dear Ms. Guida,

Since you don't live in El Paso anymore and cannot meet in person, I am attaching several maps and will talk about each one below. I also have further comments and points after I explain the maps:

1. The first PDF attached is marked "June 2022-Pan American Mixing Plant Site". This map shows a historical Google picture of the site in June of 2022 before we moved on the site we leased from the El Paso Water Utilities in 2023. It was bare land that had been cleared many years ago before we leased it from the El Paso Water Utilities. We moved on the site around April or May of 2023 and erected a concrete mixing plant to serve ready mix concrete for the Bustamante Sewage Treatment Plant owned by the El Paso Water Utilities. The Bustamante Project is expected to last 5 or 6 years. The leased site is shown in checkered black with a Jobe Logo on the map.
2. The second PDF attached is marked "Pan AM Print-05". This picture was taken in October of last year. This picture shows the plant fully erected and functional. It shows the new road that the El Paso Water Utilities had built along with a new bridge across the canal to better service the Bustamante Sewer Plant. The new road is the extension of Pan American Drive. To date we have had no complaints from neighboring property owners about our operations supplying the Bustamante Sewer Plant.
3. The third PDF attached is marked "PanAm Print-03". This picture shows the current zoning in the area which is M-1C, M-2SP and R-F.
4. The fourth PDF attached is marked "Pan-Am Print-04". This map shows distances to the closest residents and the Rio Bosque area. All distances are very substantial.

Below are the points I hope will convince you that our use is a proper use for the area and will not impact the Rio Bosque or anyone else.

1. The site is right next door to a sewer plant and water treatment plant.
2. The site is completely self-contained and there is no drain or processed water that can escape from the property.
3. The site is south of a large drain ditch owned by the El Paso Water and Improvement District Number One to the northeast that buffers it from other uses. This drain ditch will always be used by the EPWID#1.
4. The Zoning is appropriate with the rest of the area. R-F is used as a holding zone in most cases. The land has not been used for any farming in 30 or more years.
5. The site was cleared years ago. It was bare dirt before we occupied it and it has never been used for the Rio Bosque or ever could be used for the Rio Bosque.
6. A concrete mixing plant is needed for the area.
7. Concrete mixing plants do not produce cement which is a common misconception. The function of a concrete mixing plant is to mix cement (that we buy), sand, gravel and water much like a mixing bowl. A concrete mixing plant mixes the ingredients above which makes wet ready mix concrete that is delivered in a mixer truck. Cement is produced in large manufacturing plants that have kilns and grinders. There are no cement plants in El Paso County but there are more than 25 concrete mixing plants.
8. Ready mix concrete has a shelf life of about one hour to 1.5 hours after mixing or it will not be suitable or meet specifications.

In general:

We put this plant on the location and leased the land from the El Paso Water Utilities to service the Bustamante Sewer Plant because the specifications for the job are such that the concrete needed for the plant cannot be produced by a plant further away. The Bustamante Sewer Plant job will last 5 years or more. The traffic in this area is horrendous with the cross border traffic. We only use Pan American, Carl Longuemare Rd. and Winn Road to the south and west of Carl Longuemare which are industrial streets to access this property. We will not go east on Winn Road through any residential neighborhood to access this site. The only time we would use Winn Road to the east is if there was a delivery for ready mix concrete to a home owner on that street or in the area that could not be accessed any other way.

There is an important need for ready mix concrete in the Pan American Industrial Park, Zaragosa Port of Entry and to jobs along the Border Highway that cannot be serviced by other locations due to the traffic congestion. In order to service jobs other than the Bustamante Sewer Plant we need a zoning change, which is the reason for our application with the City.

Concrete mixing plants are necessary for the development of El Paso. Private citizens and public

agencies cannot build houses, commercial buildings, roads or infrastructure without concrete mixing plants. Ready mix concrete has a shelf life because once cement comes in contact with water and is mixed with aggregates the concrete mix starts to hydrate which makes the concrete harden. There is a limited time to place the concrete at its final location before it sets up and cannot be properly placed or finished. Concrete mixing plants must be placed strategically all over the metropolitan area in order to adhere to the specifications that are set out in building codes and specific project plans. One location for concrete mixing plants to service all areas of our city, or any other city, will not meet specifications or the practicality of producing, placing and finishing wet concrete.

When I chose this site to lease from the El Paso Water Utilities I thought it was the perfect site. It was next to a sewer and a water treatment plant and in a known industrial area. The land all around the plant is planned for heavy industrial use. The site was perfect from a traffic standpoint as it will not affect any residential or even light commercial area. The surrounding businesses all utilize heavy trucks. A concrete mixing plant is desperately needed in this area as it is increasingly difficult, due to the traffic on and around Loop 375, to provide concrete that meets specifications in the Pan American Industrial Park that is present and planned. Further, there will be expansions to the Zaragosa Port of Entry that will not be able to be serviced by concrete mixing plants further away.

It is my hope given these facts you will withdraw your opposition to this rezoning application and write to the CPC your withdrawal of opposition. If you would like to call me, I will answer any questions you may have. My cell is 915-478-2301 or my office is 915-298-9900.

Best regards,

Stanley Jobe

From: [Garcia, Raul](#)
To: [Rodriguez, Nina A.](#)
Cc: [Zamora, Luis E.](#); [Smith, Kevin W.](#)
Subject: FW: Pan American Zoning request by Jobe Materials
Date: Wednesday, February 21, 2024 2:59:31 PM
Attachments: [June 2022 - Pan Am Concrete Mixing Plant Site.pdf](#)
[PanAmPrint-05 2.pdf](#)
[PanAmPrint-03.pdf](#)
[PanAmPrint-04.pdf](#)

Add this one too. Thank you

From: Stanley Jobe <stanley@jobeco.com>
Sent: Monday, February 12, 2024 10:36 AM
To: Negron Sito (sito.negron@gmail.com) <sito.negron@gmail.com>
Cc: cconde@condeinc.com; Garcia, Raul <GarciaR1@elpasotexas.gov>; Ralph Richards <ralph@jobeco.com>; Garrett Yancey <garrett@jobeco.com>
Subject: Pan American Zoning request by Jobe Materials

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Dear Sito,

In anticipation of our meeting next week I wanted to send you something to go over. Please see below:

1. The first PDF attached is marked "June 2022-Pan American Mixing Plant Site". This map shows a historical Google picture of the site in June of 2022 before we moved on the site we leased from the El Paso Water Utilities in 2023. It was bare land that had been cleared many years ago before we leased it from the El Paso Water Utilities. We moved on the site around April or May of 2023 and erected a concrete mixing plant to serve ready mix concrete for the Bustamante Sewage Treatment Plant owned by the El Paso Water Utilities. The Bustamante Project is expected to last 5 or 6 years. The leased site is shown in checkered black with a Jobe Logo on the map.
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5. The site was cleared years ago. It was bare dirt before we occupied it and it has never been used for the Rio Bosque or ever could be used for the Rio Bosque.
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7. Concrete mixing plants do not produce cement which is a common misconception. The function of a concrete mixing plant is to mix cement (that we buy), sand, gravel and water much like a mixing bowl. A concrete mixing plant mixes the ingredients above which makes wet ready mix concrete that is delivered in a mixer truck. Cement is produced in large manufacturing plants that have kilns and grinders. There are no cement plants in El Paso County but there are more than 25 concrete mixing plants.
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In general:

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There is an important need for ready mix concrete in the Pan American Industrial Park, Zaragosa Port of Entry and to jobs along the Border Highway that cannot be serviced by other locations due to the traffic congestion. In order to service jobs other than the Bustamante Sewer Plant we need a zoning change, which is the reason for our application with the City.

Concrete mixing plants are necessary for the development of El Paso. Private citizens and public agencies cannot build houses, commercial buildings, roads or infrastructure without concrete mixing plants. Ready mix concrete has a shelf life because once cement comes in contact with water and is mixed with aggregates the concrete mix starts to hydrate which makes the concrete harden. There is a limited time to place the concrete at its final location before it sets up and cannot be properly placed or finished. Concrete mixing plants must be placed strategically all over the metropolitan area in order to adhere to the specifications that are set out in building codes and specific project plans. One location for concrete mixing plants to service all areas of our city, or any other city, will not meet specifications or the practicality of producing, placing and finishing wet concrete.

When I chose this site to lease from the El Paso Water Utilities I thought it was the perfect site. It was next to a sewer and a water treatment plant and in a known industrial area. The land all around the plant is planned for heavy industrial use. The site was perfect from a traffic standpoint as it will not affect any residential or even light commercial area. The surrounding businesses all utilize heavy trucks. A concrete mixing plant is desperately needed in this area as it is increasingly difficult, due to the traffic on and around Loop 375, to provide concrete that meets specifications in the Pan American Industrial Park that is present and planned. Further, there will be expansions to the Zaragoza Port of Entry that will not be able to be serviced by concrete mixing plants further away.

It is my hope given these facts you will withdraw your opposition to this rezoning application and write to the CPC your withdrawal of opposition. I look forward to seeing you next week. Give me a call when you can meet. I can either meet you at the zoning site or downtown. We have a small loft at 215 N. Stanton in the Martin Building where we could meet. Let me know.

Best regards,

Stanley Jobe

From: [Stanley Jobe](#)
To: mmcarr008@gmail.com
Cc: [Rodriguez, Nina A.](#); [Garcia, Raul](#); [Zamora, Luis F.](#); [Garrett Yancey](#); [Ralph Richards](#); cconde@condeinc.com
Subject: OPPOSE: Cement Batch Plant (PLCP 24-00001)
Date: Wednesday, February 21, 2024 3:01:46 PM
Attachments: [image001.png](#)

Some people who received this message don't often get email from stanley@jobeco.com. [Learn why this is important](#)

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Dear Ms. Carrillo,

I am in receipt of your opposition to our rezoning application. I would be glad to discuss this with you and answer any questions or concerns. The hearing is tomorrow and if you want to talk, I am available the rest of today. I have a commitment early tomorrow and will not be able to talk on the phone but I will be at the City Plan Commission tomorrow. My cell is 915-478-2301 or my office is 915-298-9900.

Best regards,

Stanley Jobe

From: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Sent: Wednesday, February 21, 2024 11:39 AM
To: Conrad Conde <CConde@condeinc.com>
Cc: Garcia, Raul <GarciaR1@elpasotexas.gov>; Zamora, Luis F. <ZamoraLF@elpasotexas.gov>; Garrett Yancey <garrett@jobeco.com>
Subject: FW: OPPOSE: Cement Batch Plant (PLCP 24-00001)

Hello,
Please see email of opposition below.

Respectfully,
Nina Rodriguez

Nina Rodriguez | Senior Planner
Planning & Inspections | City of El Paso

801 Texas Ave. | El Paso, TX 79901
915-212-1561 | RodriguezNA@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)
cid:image001.png@01D697CE.40C35A90



From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Wednesday, February 21, 2024 10:36 AM
To: mmcarr008@gmail.com; Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>
Subject: Fw: OPPOSE: Cement Batch Plant (PLCP 24-00001)

You don't often get email from longhorn_1989@hotmail.com. [Learn why this is important](#)

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Thank you Marcie for this email but I want to let all on the email to forward to Opposition to the City Planning Staff Contact which is as follows: RodriguezNA@elpasotexas.gov

From: M Carr <mmcarr008@gmail.com>
Sent: Tuesday, February 20, 2024 10:00 PM
To: Sylvia Carreon <longhorn_1989@hotmail.com>; Fabiola Campos-Lopez <corridor20ca@yahoo.com>; dueneza57@gmail.com <dueneza57@gmail.com>; Dolores Bouche <dbouche915@gmail.com>; Deborah Torres <Deborah.J.Torres@gmail.com>; eduardoatalamantes@gmail.com <eduardoatalamantes@gmail.com>; Lucilla Najera <najeralucilla@yahoo.com>; prainer@sbcglobal.net <prainer@sbcglobal.net>; cenicerosmario@gmail.com <cenicerosmario@gmail.com>; villagrane@yahoo.com <villagrane@yahoo.com>; jviviela@aol.com <jviviela@aol.com>; playaneighborhoodassociation@gmail.com <playaneighborhoodassociation@gmail.com>; Torres, Jose R <jrtorres1@utep.edu>
Subject: OPPOSE: Cement Batch Plant (PLCP 24-00001)

Good Afternoon Mission Valley Area Neighborhood Associations,

I hope this email finds you well. I am Marcie Carrillo Mission Valley Planning representative.

I am writing this email to ask for your help to **OPPOSE** a proposed cement plant in our area.

The intended application plans to set up a Cement Batch Plant permanently in a lot close to a residential area and the Rio Bosque Bird Sanctuary. We the Mission Valley neighborhood associations, should stay united and strong to protect the health and environment of our community, animals, and our soil.

So I ask you please call to **OPPOSE** this item. The Planning Commission meeting is to take place this

Thursday, February 22nd at 1:30 pm

Item #6 PLCP 24-00001

You may call using the following phone numbers:

(915) 213-4096 or toll free 1(833)664-9267 CONFERENCE ID# 360 855 497#

Email: ramirezez@elpasotexas.gov

If you have any questions please feel free to contact me.

Thank you for your time and support.

Marcie Carrillo

EPNC Mission Valley Planning Area Representative

(915) 702-8699



Legislation Text

File #: 24-482, 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 restating a Special Privilege License granted to the County of El Paso by Ordinance 019432 that authorized the construction, installation, future maintenance, use and repair of 540 linear feet of all necessary, desirable, subsurface wires, cables, underground conduit, manholes or other related infrastructure. Additionally, this ordinance will allow for the expansion of the infrastructure to include an additional 635 linear feet of 3" conduit for fiber optic cable and the addition of one more manhole for a term of five (5) years with two (2) renewable five (5) year terms.

Location: generally, along a portion of Ochoa Street, First Avenue and South Florence Street

Applicant: County of El Paso, PSPN23-00008

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

AGENDA DATE: April 9, 2024
PUBLIC HEARING DATE: April 23, 2024

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 restating a Special Privilege License granted to the County of El Paso by Ordinance 019432 that authorized the construction, installation, future maintenance, use and repair of 540 linear feet of all necessary, desirable, subsurface wires, cables, underground conduit, manholes or other related infrastructure. Additionally, this ordinance will allow for the expansion of the infrastructure to include an additional 635 linear feet of 3" conduit for fiber optic cable and the addition of one more manhole for a term of five (5) years with two (2) renewable five (5) year terms.

Location: generally, along a portion of Ochoa Street, First Avenue and South Florence Street
Applicant: County of El Paso, PSPN23-00008

BACKGROUND / DISCUSSION:

The County of El Paso is requesting to expand their current internet services from the County facility located at 320 Campbell to a second facility located at 800 Overland. This will allow for an additional 635 linear feet from 800 Overland Avenue underneath S. Ochoa Street and First Avenue to 320 Campbell Street.

PRIOR COUNCIL ACTION:

City Council previously approved this Special Privilege to allow for 540 linear feet of conduit infrastructure within a portion of City Right-of-way underneath Campbell Street and First Avenue on January 31, 2023.

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 RESTATING A SPECIAL PRIVILEGE LICENSE GRANTED TO THE COUNTY OF EL PASO BY ORDINANCE 019432 THAT AUTHORIZED THE CONSTRUCTION, INSTALLATION, FUTURE MAINTENANCE, USE AND REPAIR OF 540 LINEAR FEET OF ALL NECESSARY, DESIRABLE, SUBSURFACE WIRES, CABLES, UNDERGROUND CONDUIT, MANHOLES OR OTHER RELATED INFRASTRUCTURE. ADDITIONALLY, THIS ORDINANCE WILL ALLOW FOR THE EXPANSION OF THE INFRASTRUCTURE TO INCLUDE AN ADDITIONAL 635 LINEAR FEET OF 3” CONDUIT FOR FIBER OPTIC CABLE AND THE ADDITION OF ONE MORE MANHOLE FOR A TERM OF FIVE (5) YEARS WITH TWO (2) RENEWABLE FIVE (5) YEAR TERMS.

WHEREAS, on January 31, 2023, the City and the County of El Paso entered into a Special Privilege License to allow for the construction, installation, maintenance, use and repair of five (5) manholes, and 3” conduit for fiber optic cable that will run 190 linear feet along Campbell Street and 350 linear feet along First Avenue for a total 540 linear feet of all necessary, desirable subsurface wires, cables, underground conduit, manholes within a portion of City Right-of-way underneath Campbell street and First avenue.

WHEREAS, the County of El Paso desires to construct, install, maintain, use and repair an additional manhole and a 3” pvc pipe of conduit for fiber optic cable that will run for a total of 635 linear feet from 800 Overland Avenue underneath S. Ochoa Street and First Avenue to 320 Campbell Street.

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 the **County of El Paso** (hereinafter referred to as the “Grantee”), to permit the construction, installation, future maintenance, use and repair of five (5) manholes, and conduit for fiber optics that will run 190 linear feet along Campbell Street and 350 linear feet along First Avenue for a total of 540 linear feet within a portion of public right-of-way as shown in ***Exhibit “A”*** which is made a part hereof for all purposes (hereinafter referred to as Conduit A) and hereby restates the License to include for the expansion of the infrastructure to include one more manhole and an additional 635 linear feet of 3” conduit for fiber optic cable that will run 39 Linear feet within private property, 193 linear feet underneath Ochoa Street, 340 Linear feet underneath First Avenue and 63 Linear feet underneath South Florence St. with 596 Linear feet with a portion of City right-of-way as further described in ***Exhibit “B”*** attached here to

(hereinafter referred to as Conduit B) and incorporated as if fully set forth herein. Such special privilege is effective as of January 31, 2023.

SECTION 2. LICENSE AREA

The subsurface rights granted herein under a portion of right-of-way along Campbell Street and First Avenue and to include Ochoa Street and Florence Street to maintain and repair fiber optics, communication cables, underground conduit, manholes or other infrastructure and appurtenances are more particularly shown in Exhibits “A & B” which is made a part hereof for all purposes (hereinafter referred to as “License Area”). The cables, underground conduit, manholes or structures and appurtenances are to be installed within the parkway and sidewalk areas whenever feasible to reduce the necessity for pavement cuts and repairs to existing roadways while maintaining the five-foot separation from existing utilities. For the areas necessitating pavement cuts, the repairs and pavement cuts shall comply with the provisions of Chapter 13.04 (Street and Sidewalk Construction and Maintenance) and Chapter 13.08 (Excavations) of the El Paso City Code.

SECTION 3. PURPOSE

The only City right-of-way Grantee shall use pursuant to this License shall be License Area shown for the maintenance of the wires, cables, underground conduit described in Exhibits A and B attached hereto. Any use of the License Area other than in connection with the construction, use, maintenance, reconstruction, or modification of the existing fiber optics, communication cables, underground conduits, manholes or other structures and appurtenances is not authorized by this License. Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, his 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.

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 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 Council.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in placing, constructing, replacing, repairing, reconstructing, or maintaining the fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances shall be subject to and governed by all laws, rules and regulation of the City and State of Texas, Federal Communications Commission, and the U.S. Government that are applicable to the construction of the fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances. Work done in connection with the construction, repair and maintenance of such facilities is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the existing fiber optic, communication cables, underground conduits, or other structures and appurtenances built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the City right-of-way shall be so carried out as to interfere as little as practical with the surface use of the City right-of-way 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. After installation of the fiber optic, communication cables, underground conduits, manholes, or other structures and appurtenances, Grantee shall restore the City right-of-way to the same condition as before any such boring, excavation, or trenching and to the reasonable satisfaction of the City, in accordance with applicable City specifications.

Grantee covenants and agrees that Grantee shall, at its own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, its 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.

For any additional work, the Grantee shall provide a set of complete engineering plans to El Paso Water showing the proposed work along the cable and conduit route for review and approval prior to any construction work, installation, maintenance, repair, and replacement. All existing water, sanitary sewer mains, reclaimed water mains and appurtenant structures located within the vicinity of the proposed fiber optic telecommunication cable and conduit shall be shown on the engineering plans in plan and profile view with dimensions and elevations.

For eight (8) inch diameter and smaller El Paso Water mains, a minimum horizontal distance of six (6) feet from edge of pipe to edge of proposed fiber optic cables is required. For twelve (12) inch diameter and larger El Paso Water mains, a minimum horizontal distance of ten (10) feet from edge of pipe to edge of fiber optic cable is required. The Contractor shall expose all mains with a diameter of 12-inches and greater with a non-destructive method. The exposures shall be conducted at the areas where the proposed conduit will cross the existing main, as well as at areas at the discretion of El Paso Water-PSB.

If crossing El Paso Water mains, a minimum vertical separation of two (2) feet is required between our existing mains and the fiber optic cable.

Warning markers shall be placed to describe the type of lines buried.

The El Paso Water will assist with the location of water and sanitary sewer mains in the field. Please call the TEXAS EXCAVATION SAFETY SYSTEM (DIG TESS) at 1-800-344-8377 to request the assistance of our Field Engineering Personnel with the location of the City of El Paso's water and

sanitary sewer mains. Please call with at least a 48-hour advance notice to request the field location of the existing water and sanitary sewer mains and appurtenances.

All costs associated with the exposures, repair, relocation, adjustment, or replacement of the City of El Paso's water and sanitary sewer mains and appurtenances are the responsibility of the applicant. In the event of emergencies, Grantee shall contact the El Paso Water field dispatcher.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances 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 to remove or abate same, at the expense of Grantee. In the event City removes or abates the existing fiber optics, communications cables, underground conduits, manholes, or other structures and appurtenances as provided herein, Grantee shall not be compensated for the loss of the existing fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances, or revenues associated with the cables, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the cables.

SECTION 5. TERM

This Special Privilege shall be for a term of five (5) years from January 31, 2023, 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 five (5) year term, under the same term and conditions of this License. The entire term of this License, including options for renewal shall extend beyond ten (10) years. 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 renewal 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 conduits, 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 City right-of-way occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. 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 therefrom, 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 existing fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances. If the City requires Grantee to alter, change, adapt, or relocate the existing fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances, due to imminent public safety concerns, because of changes in the grade of the City right-of-way or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its existing fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the City right-of-way, Grantee shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the existing fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances; provided, however, the City shall not be responsible nor liable for such reimbursement.

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 City right-of-way 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 existing fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances, such alteration or change or relocation shall be made by Grantee when ordered in writing by the Traffic Engineer 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 THREE THOUSAND SEVEN HUNDRED TEN AND 00/100 DOLLARS (\$3,710.00) 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 fiber optics, communication cables, underground conduit or other structures and appurtenances 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. 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.

The fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, the ad valorem taxes, and assessments for public improvements except as hereinafter provided as may be enacted during the term of this License or any renewal. The fee established in this section shall not be affected by any relocation of Grantee's existing fiber optics, communication cables, underground conduits, or other structures and appurtenances 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 shall be a material breach of this license and a basis for termination of this License by the City.

Grantee's contractors or agents shall maintain liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of One Million and No/100 Dollars (\$1,000,000) per occurrence, and Two Million, and No/100 (\$2,000,000)

for each single occurrence and in addition, will provide property damage liability insurance in a minimum one of any accident or other cause. These amounts are not a limitation upon the Grantee's Contractors or Agents agreement to indemnity and hold harmless.

Grantee's Contractors and Agents 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 change without thirty (30) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums.

Grantee shall file a copy of insurance with the Financial Services Department and the Planning and Inspections Department.

SECTION 10. INDEMNITY

The City acknowledges that the Grantee cannot agree to indemnification or damages provisions pursuant to its fiscal law policies. However, the Grantee will agree to include the following provisions in its agreements with contractors performing work on the Property this Special Privilege.

The Contractor , its Agent 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 NJURY PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THE THIRD PARTY ACTIVITIES, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. 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 Contractor or Agent every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor or its Agents 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 Company 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. The Contractor or its Agent will pay all judgements finally establishing liability of the City in actions defended by the Contractor or its Agent pursuant to this section along will all attorney's fees and costs incurred by the City including interest accruing to the date of payment by the Contractor or its Agent, 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 extend of its interest. The City will not be responsible for any loss of or damage to the Contractor or its Agent'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 existing fiber optics, communication cables, underground conduits, manholes or other structures and appurtenances or a portion thereof or ceases to use the fiber optics, communication cables, underground conduits, manholes or other structures and appurtenances 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 fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances, 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.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove its fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances located in the Licensed Area at no cost to the City. When said fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances is removed from the Licensed Area, Grantee shall restore the License Area during the term of this License, if any, at Grantee's own cost and expense, as determined by the City Engineer and in accordance with City specifications. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the pavement as required by the City, the City may at its option restore the pavement and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

SECTION 13. RECORDS

The City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of its right under this License, including the construction, replacement, reconstruction, maintenance, and repair of the fiber optics, communication cables, underground

conduits, manholes, or other structures and appurtenances within the City right-of-way. 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 fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances 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: El Paso County
500 W. San Antonio
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 inspect the Licensed Area for the purpose of determining compliance with the terms of this License.

SECTION 21. LAWS AND ORDINANCES

Grantee shall comply with all statute, 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 right-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 right-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:

Russel T. Abeln

Russel T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this 11th day of March, 2024.

GRANTEE:

County of El Paso

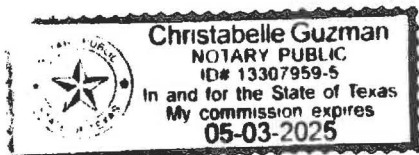
Ricardo A. Samaniego

By: Ricardo A. Samaniego, as County Judge
Print Name

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 11th day of March, 2024, by as Grantee.

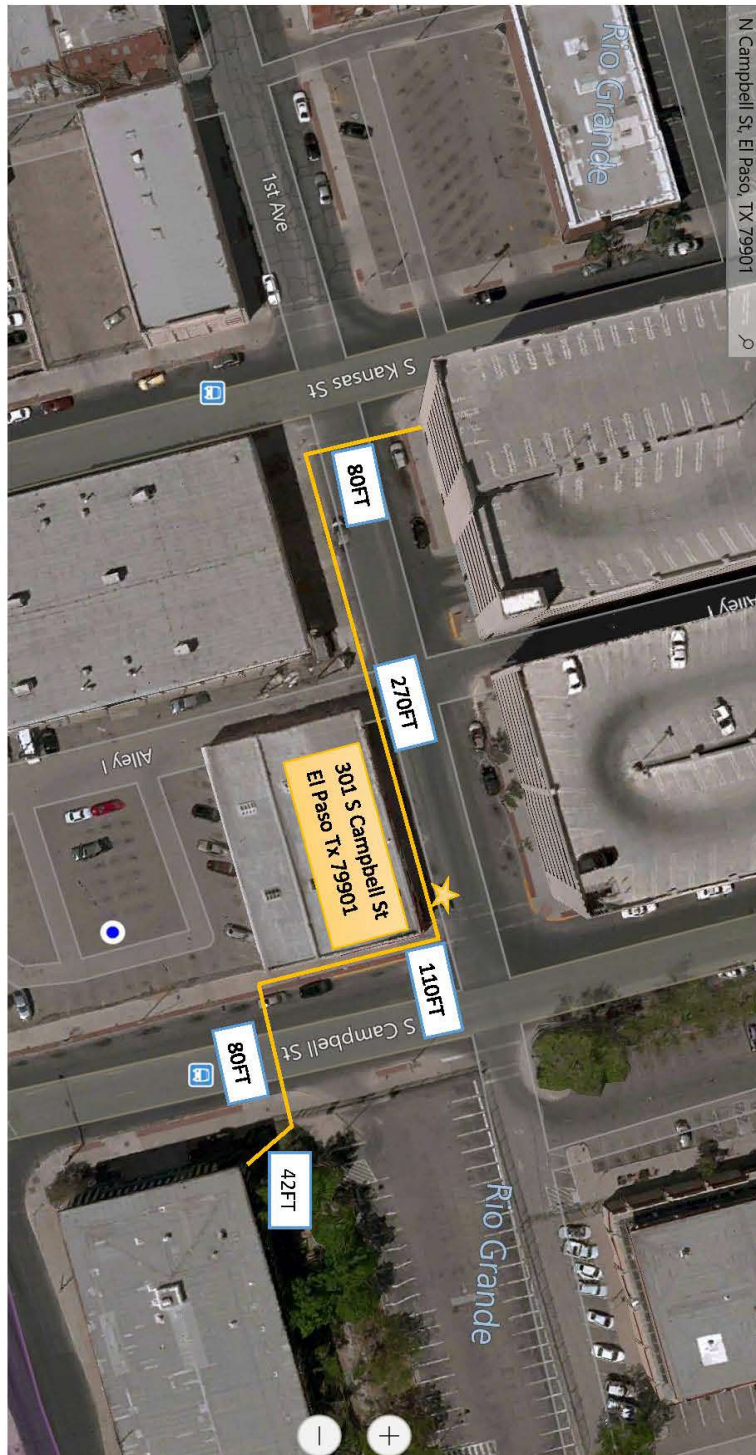


Christabelle Guzman
Notary Public, State of Texas

Christabelle Guzman
Notary's Printed or Typed Name

05/03/2025
My Commission Expires

EXHIBITS "A"




915-303-7383 x. 1 915-497-6341
telxmuri@orbc@gmail.com
www.svcindex.com

ENCROACHMENT MAP

SVC Construction Inc.
 State License #: 802328142
 City License #: LCCRT16-00001
 Shop: 14689 Desert Loop
September 1, 2022

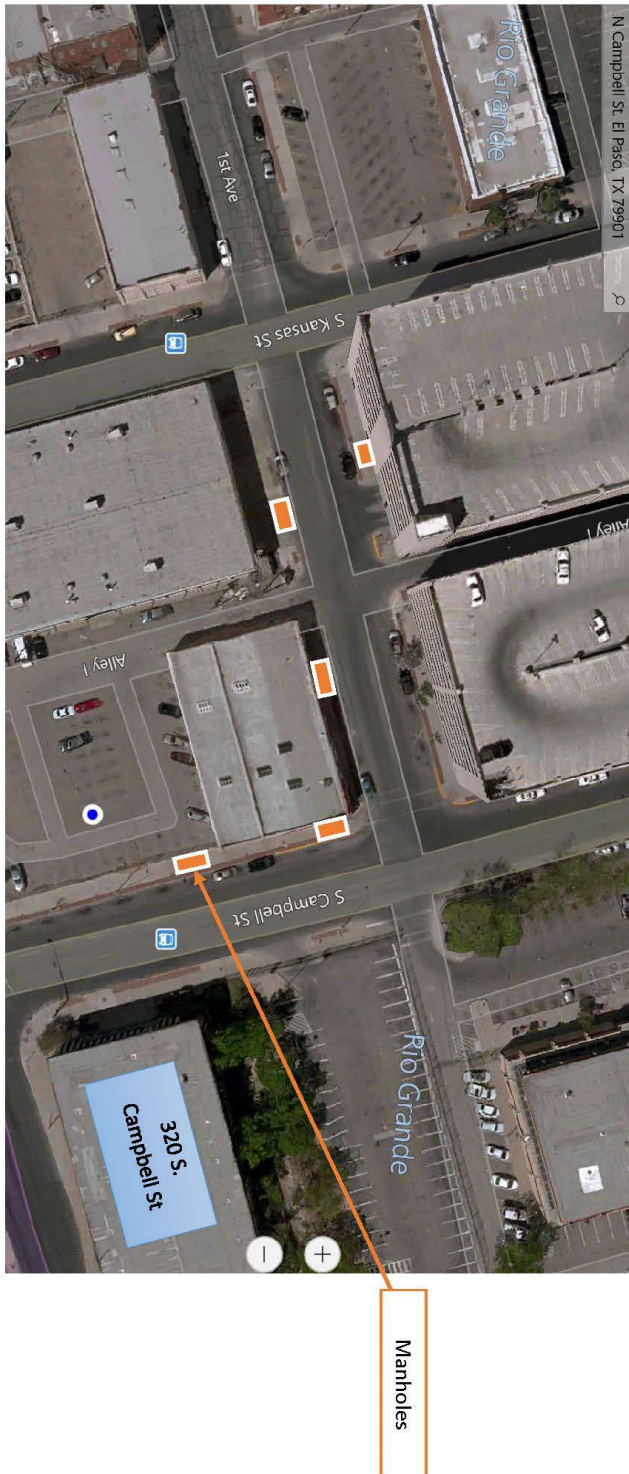
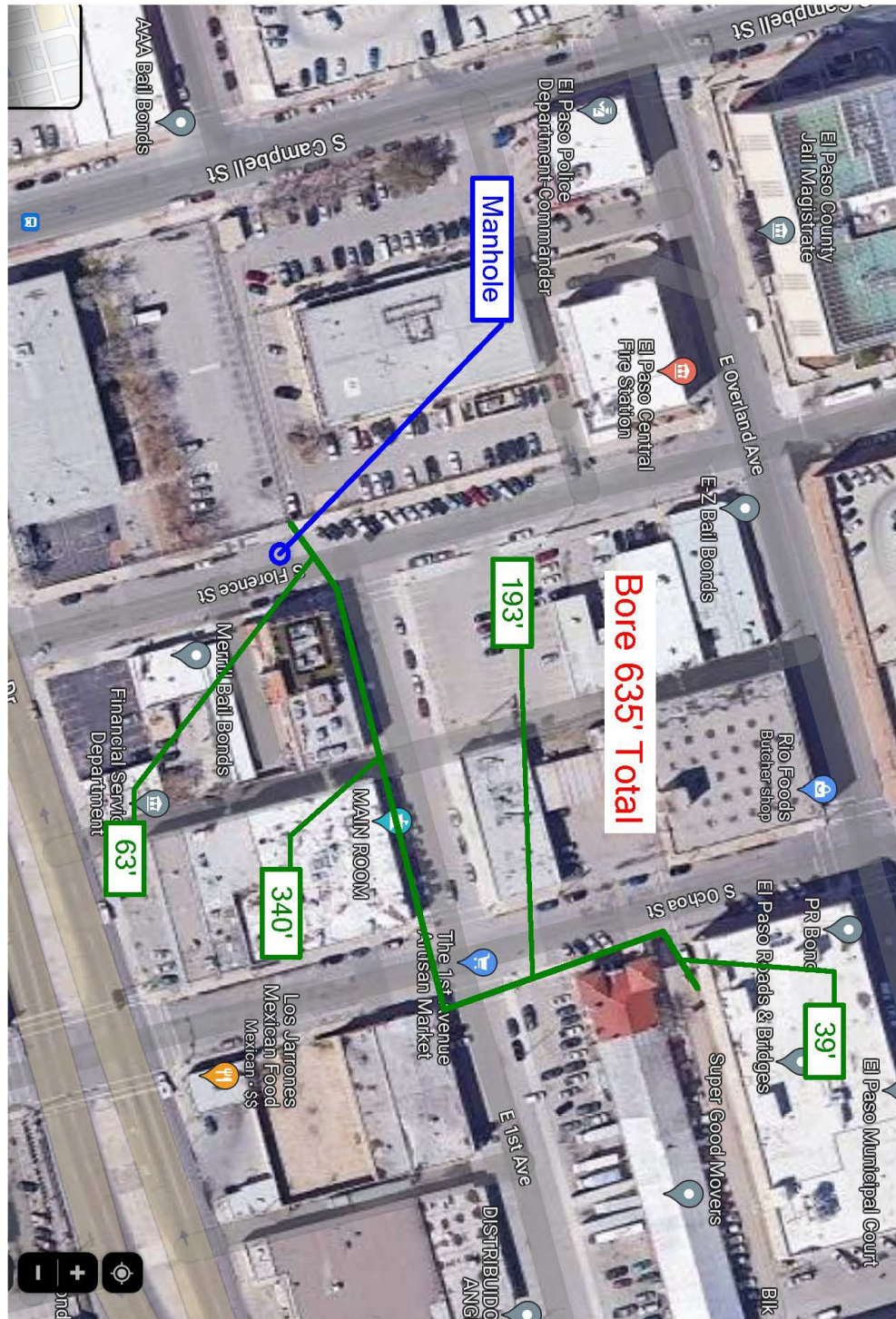


EXHIBIT B





Legislation Text

File #: 24-486, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

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

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

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST23-00009, to allow for Infill Development with a reduction in rear yard setback and side street yard setback and 85% parking reduction on the property described as a portion of Lots 14, 15, and 16, Block 118, Supplemental Map No. 1 of East El Paso Addition, 1205 N. Cobia Street, City of El Paso, El Paso County, Texas, Pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1205 N. Cobia

Applicant: Victor Robles, PZST23-00009

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

AGENDA DATE: April 9, 2024
PUBLIC HEARING DATE: May 7, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 2

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance granting Special Permit No. PZST23-00009, to allow for Infill Development with a reduction in rear yard setback and side street yard setback and 85% parking reduction on the property described as a portion of Lots 14, 15, and 16, Block 118, Supplemental Map No. 1 of East El Paso Addition, 1205 N. Copia Street, City of El Paso, El Paso County, Texas, Pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1205 N. Copia
Applicant: Victor Robles, PZST23-00009

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit and detailed site development plan approval to allow for an infill development with rear and side street setback reductions and 85% parking reduction for office and apartment uses in C-2 (Commercial) zone district. City Plan Commission recommended 4-3 to approve the proposed special permit on January 25, 2024. As of March 25, 2024, the Planning Division has received an email of inquiry regarding the special permit request. Two people were present at the City Plan Commission hearing to express their opposition to the special permit. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST23-00009, TO ALLOW FOR INFILL DEVELOPMENT WITH A REDUCTION IN REAR YARD SETBACK AND SIDE STREET YARD SETBACK AND 85% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS A PORTION OF LOTS 14, 15 AND 16, BLOCK 118, SUPPLEMENTAL MAP NO. 1 OF EAST EL PASO ADDITION, 1205 N. COPIA STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Victor Robles, have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a reduction in rear yard setback and side street yard setback and under Section 20.14.070 of the El Paso City Code for an 85% parking reduction; and,

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

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and,

WHEREAS, the subject Special Permit 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 Sections 20.04.320 of the El Paso City Code.

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

1. That the property described as follows is in a C-2 (Commercial) Zone District:

A portion of Lots 14, 15 and 16, Block 118, Supplemental Map No. 1 of East El Paso Addition, 1205 N. Copia Street, City of El Paso, El Paso County, Texas and as more particularly described by metes and bounds on the attached Exhibit "A"; and,

2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a reduction in rear yard setback and side street yard setback and 85% parking reduction; and,
 - That this Special Permit is issued subject to the development standards in the C-2 (Commercial) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and,

- That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST23-00009 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,
- That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

ADOPTED this _____ day of _____, **2024**.

THE CITY OF EL PASO

ATTEST:

Oscar Leoser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

Victor Robles, referred to in the above Ordinance, hereby agree 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 C-2 (Commercial) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 8 day of February, 2024.

Victor Robles:

By: VICTOR A. ROBLES
(name/title)

[Signature]
(signature)

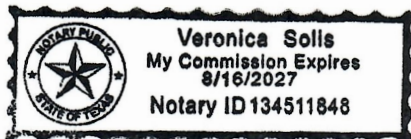
ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 8th day of
February, 2024, by Victor A. Robles as Owner.

My Commission Expires:

[Signature]
Notary Public, State of Texas



Notary's Printed or Typed Name:

Veronica Solis

Calderon Engineering

3031 Trawood Drive
El Paso, Texas 79936
(915) 855-7552
Fax: 855-8350

calderonengineering@elpbizclass.com

November 1, 2023

1205 N. Copia Street
METES & BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lots 14, 15 and 16, Block 118, Supplemental Map No. 1 of East El Paso Addition, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 1, Page 51, Deed Records of El Paso County, Texas; and being more particularly described by metes and bounds as follows;

Beginning at a found chiseled cross marking the Southwest corner of Lot 14 and the Southeast corner of Lot 13 on the North R.O.W. line of Hueco Street, all in Block 118, Supplemental Map No. 1 of East El Paso Addition, City of El Paso, El Paso County, Texas;

Thence North 25°38'00" West along the common Lot line between Lots 13 and 14 a distance of 140.00 feet to a found iron pipe

Thence North 64°22'00" East along the South R.O.W. line of a 20 foot wide Alley a distance of 12.60 feet to a set concrete nail;

Thence South 25°38'00" East a distance of 34.60 feet to a set concrete nail;

Thence North 64°22'00" East a distance of 62.40 feet to a set chiseled cross;

Thence South 25°38'00" East along the West R.O.W. line of N. Copia Street a distance of 3.00 feet to a found iron pipe;

Thence South 64°22'00" West a distance of 12.00 feet to a set concrete nail;

Thence South 25°38'00" East a distance of 22.65 feet to a set concrete nail;

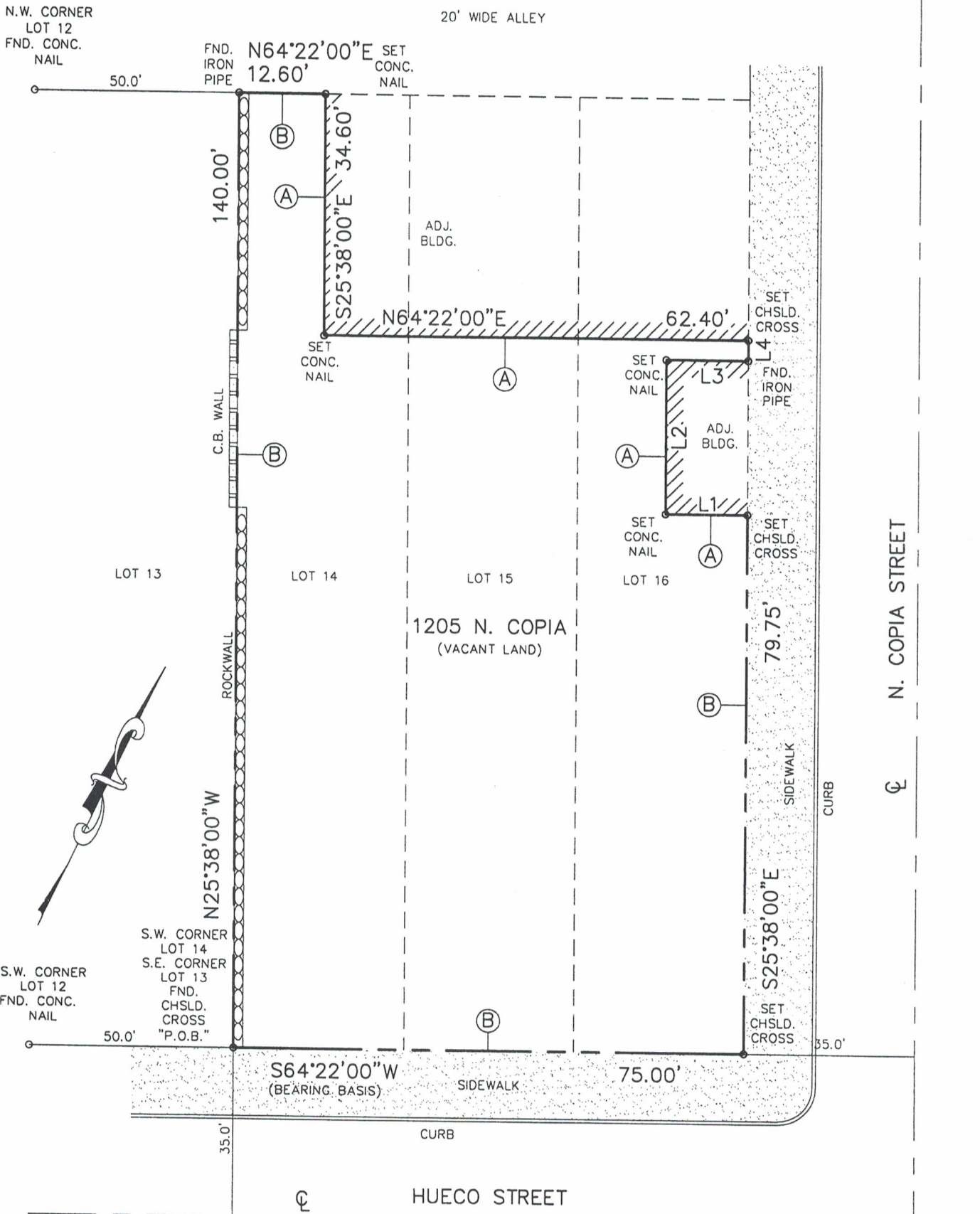
Thence North 64°22'00" East a distance of 12.00 feet to a set chiseled cross;

Thence South 25°38'00" East along the West R.O.W. line of N. Copia Street a distance of 79.75 feet to a set chiseled cross;

Thence South 64°22'00" West along the North R.O.W. line of Hueco Street a distance of 75.00 feet to the "Point of Beginning" and containing in all 8,069.00 square feet or 0.185 acres of land more or less. A plat of survey dated July 14, 2021 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



LINE	BEARING	DISTANCE
L1	N64°22'00"E	12.00'
L2	S25°38'00"E	22.65'
L3	S64°22'00"W	12.00'
L4	S25°38'00"E	3.00'

- (A) WALL OF ADJACENT BUILDING AND PROPERTY LINE
(B) PROPERTY LINE

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 1 Page 51 Job No. 0721-75A

1205 N. COPIA STREET,
A PORTION OF LOTS 14, 15 AND 16, BLOCK 118,
SUPPLEMENTAL MAP NO.1 OF EAST EL PASO
ADDITION, CITY OF EL PASO, EL PASO COUNTY,
TEXAS, AND BEING MORE PARTICULARLY DESCRIBED
BY METES AND BOUNDS ATTACHED HERETO

Field MG Office VP-C1 Date 07-14-21 Scale 1"=20'

CALDERON ENGINEERING

3031 TRAWOOD DR.
EL PASO, TEXAS 79936 (915) 855-7552
E-Mail: CalderonEngineering@elpbizclass.com

GENERAL SITE NOTES

- S1. CONCRETE WALKS ARE TO BE SCORED AS INDICATED WITH 1/2" EXPANSION JOINTS INSTALLED AT 20'-0" O.C. BETWEEN INTERSECTING WALKS AND AS DETAILLED.
- S2. AREAS INDICATED "LANDSCAPING" SHALL BE CLEARED OF ALL NON-SOIL MATERIALS AND GRADED TO 6" BELOW THE FINISH GRADES INDICATED. TOPSOIL CHAT AND/OR OTHER LANDSCAPING MATERIALS WILL BE INTRODUCED UNDER SEPARATE CONTRACT.
- S3. CONTRACTOR IS RESPONSIBLE FOR ALL INCIDENTAL WORK REQUIRED WHETHER INDICATED OR NOT TO COMPLETE NEW WORK FOR INTENDED USE.
- S4. REMOVE TREES, SHRUBS, GRASS AND OTHER VEGETATION, IMPROVEMENTS OR OBSTRUCTIONS INTERFERING WITH INSTALLATION OF NEW CONSTRUCTION. REMOVAL INCLUDES DIGGING OUT STUMPS AND ROOTS.
- S5. CONTRACTOR STAGING AREA SHALL BE LOCATED WITHIN PROJECT SITE LIMITS.

LEGAL DESCRIPTION

T118 EAST EL PASO W 12.6 FT OF 14 & S
105.5 FT OF 15 & 16 & E 12.4 FT OF 14
(EXC 22.65 FT ON COPA X 12 FT)
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PROJECT ADDRESS

1205 N COPA ST.
APARTMENTS AND OFFICE

EXISTING ZONING:

EXISTING ZONING: C-2

SETBACKS

FRONT	0
REAR	25
MINIMUM CUMULATIVE FRONT & REAR YARD	N/A
SIDE	5
SIDE STREET	10
BUILDING 1 HEIGHT	35
BUILDING 2 HEIGHT	25'-6"
SETBACK REDUCTION:	
FRONT	NO CHANGES
REAR	0'
SIDE	0'
SIDE STREET	0'
BUILDING 1 HEIGHT	NO CHANGES
BUILDING 2 HEIGHT	NO CHANGES

PROVIDE DENSITY AS FOLLOWS:
LOT AREA SIZE 7,177 SQ. FT.
LOT WIDTH-75 FT.
LOT DEPTH-140 FT.
NOTE: 85% PARKING REDUCTION,

MINIMUM CUMULATIVE FRONT & REAR YARD

MINIMUM CUMULATIVE FRONT & REAR YARD = N/A

LEGAL DESCRIPTION

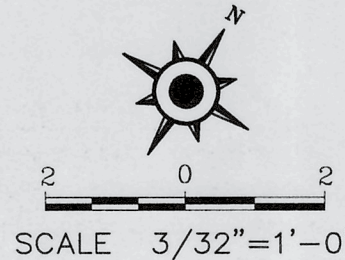
T118 EAST EL PASO W 12.6 FT OF 14 & S
105.5 FT OF 15 & 16 & E 12.4 FT OF 14
(EXC 22.65 FT ON COPA X 12 FT)
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PROJECT ADDRESS

1205 N COPA ST, EL PASO, TX 79904

PROPOSED BUILDING AREA:

BUILDING 1: OFFICE-3 SUIT: SUITE1 580 SQ.FT SUITE2 580 SQ.FT SUITE3 580 SQ.FT APARTMENT-2 UNIT: UNITA 760 SQ.FT UNITB 760 SQ.FT	TOTAL=3,260 SQ.FT
BUILDING 2: APARTMENT 4 UNIT: UNITC 841 SQ.FT UNITD 841 SQ.FT UNITE 841 SQ.FT UNITF 841 SQ.FT	TOTAL=3,364 SQ.FT
TOTAL :	6,624.00 SQ. FT.



PARKING CALCULATION

BUILDING 1:
*3 SUIT OFFICE= 1,740.00 SQ. FT.
1,740.00 SQ. FT./240 = 8 PARKING
*APARTMENTS-2 UNITS - 2 BEDROOM= 4 PARKING
BUILDING 2:
*4 UNITS - 2 BEDROOM = 8 PARKING
TOTAL PARKING : 20 PARKING

TOTAL PARKING REQUIRE: 20 PARKING SPACES
TOTAL PARKING PROVIDE: 3 PARKING SPACES
85% PARKING REDUCTION REQUESTED

LANDSCAPE

LOT AREA: 8,069.00 SQ. FT
APTS AREA: -1,856.40 SQ. FT
OFFICE AREA: -1,894.80 SQ. FT
4,317.80 SQ. FT
CALCULATION 15% x 4,317.80 SQ. FT
REQUIRED = 647.67 SQ.FT.
PROVIDED = 1,125.01 SQ.FT.

ACCESSIBLE PARKING SPACES

REQUIRED MINIMUM OF ACCESSIBLE VAN SPACES AS PER T&S TABLE 208.2	1
PROVIDE NUMBER OF ACCESSIBLE VAN SPACES	1

BIKE RACK NEEDED = 3
BIKE RACK PROVIDED = 6

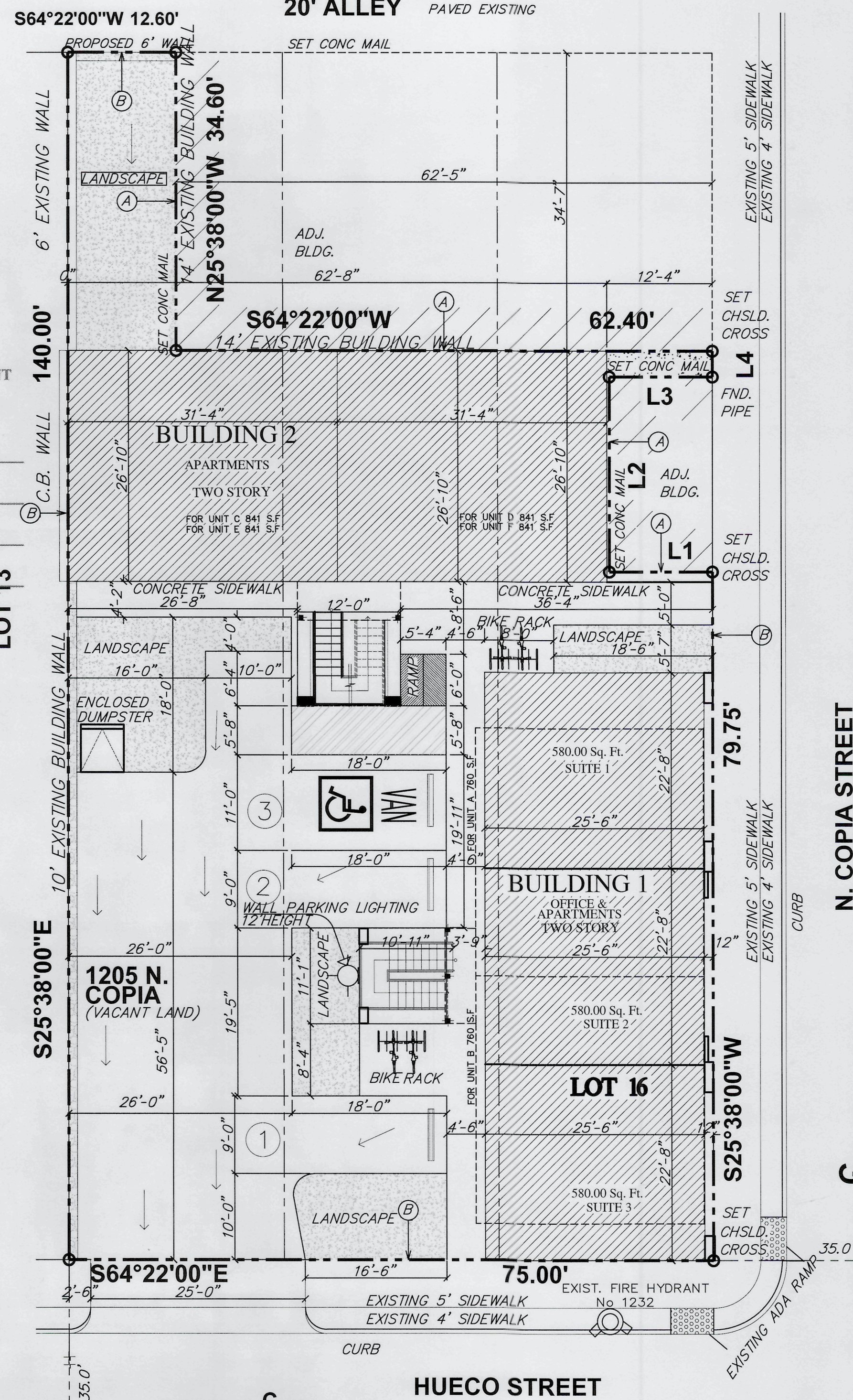
LEGEND

- CONCRETE CURB
- FIRE HYDRANT COVERAGE
- STORM WATER DRAINAGE
- FLOW ARROWS
- EXISTING FIRE HYDRANT

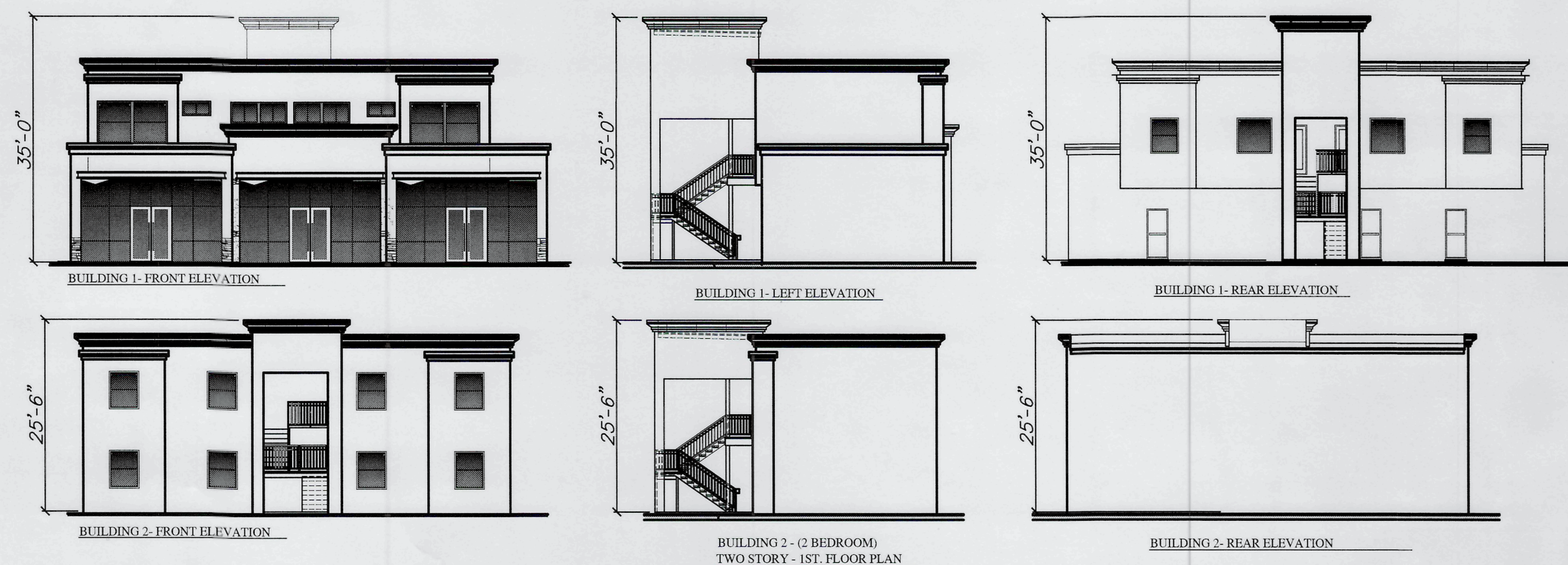
NOTES

- ① WALL OF ADJACENT BUILDING AND PROPERTY LINE.
- ② PROPERTY LINE

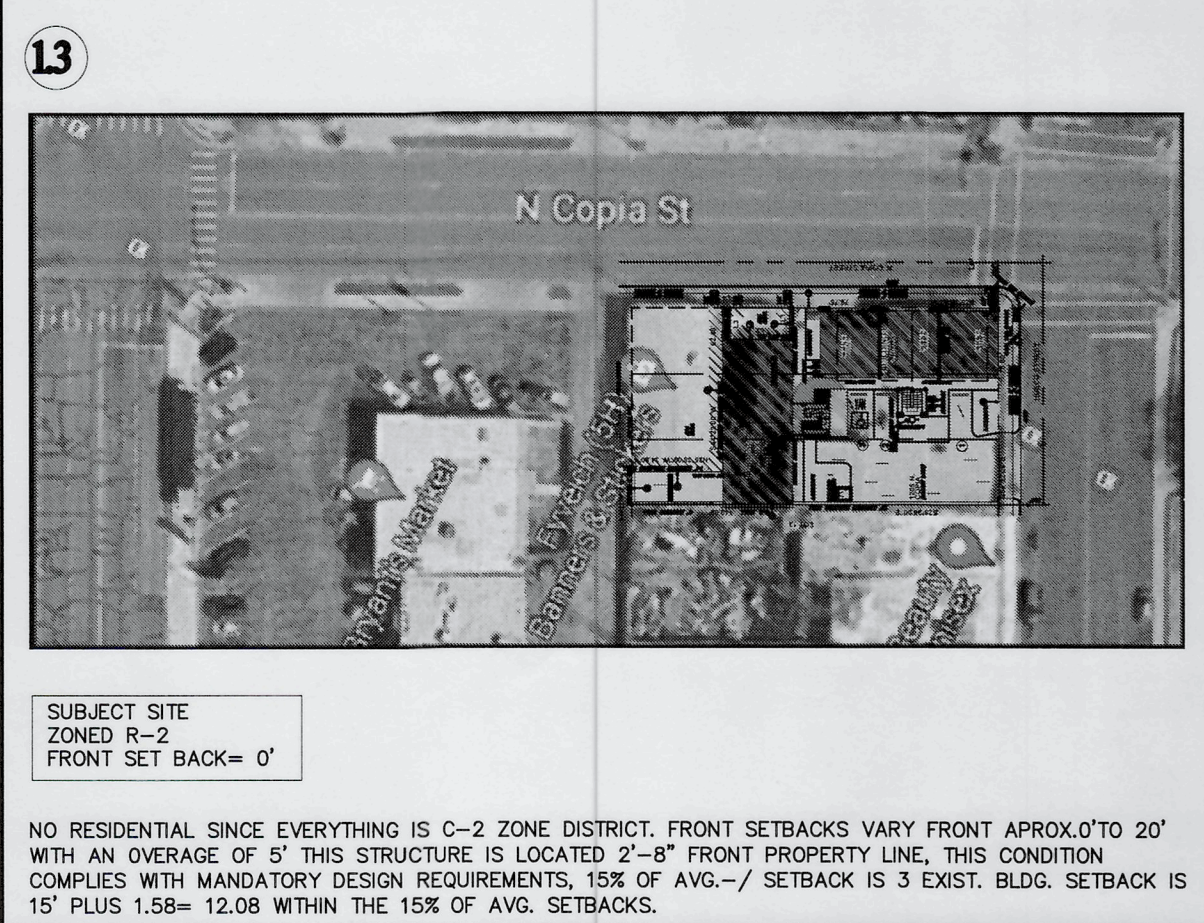
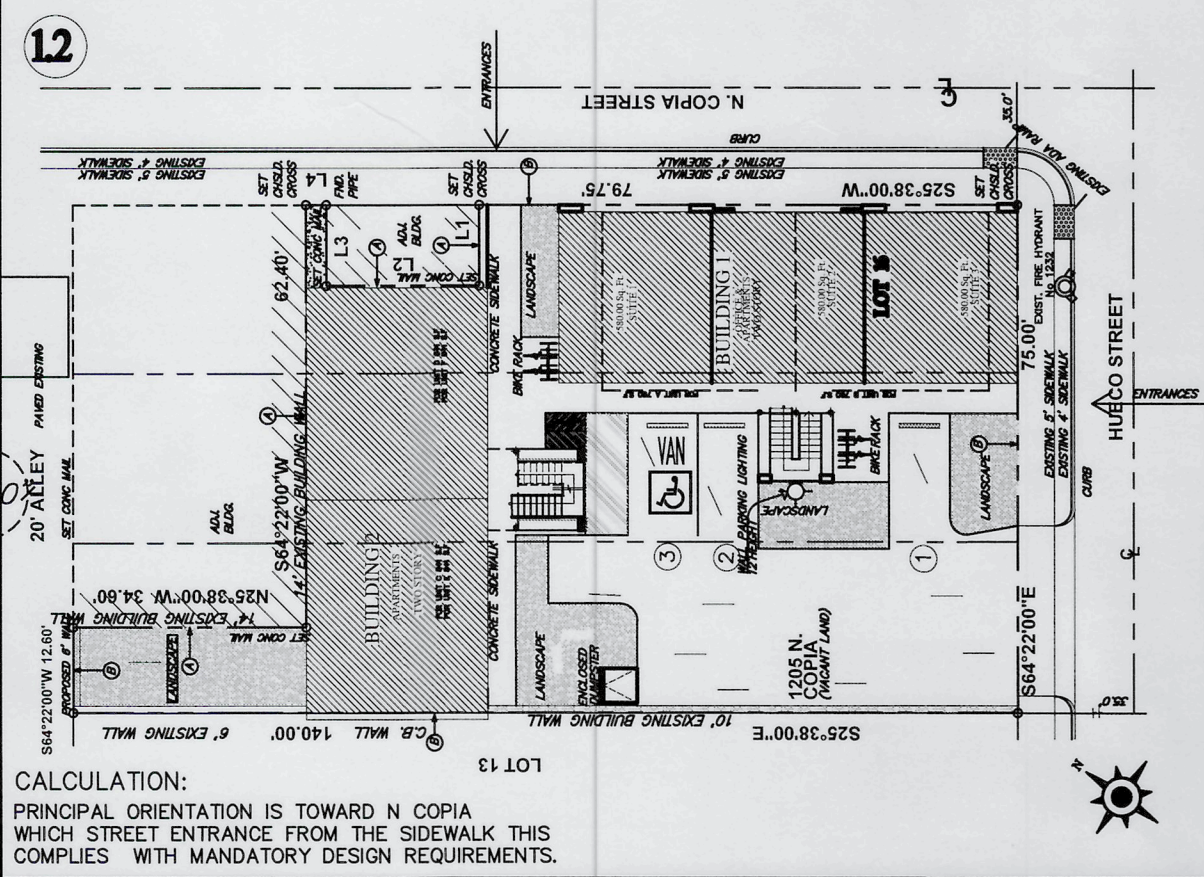
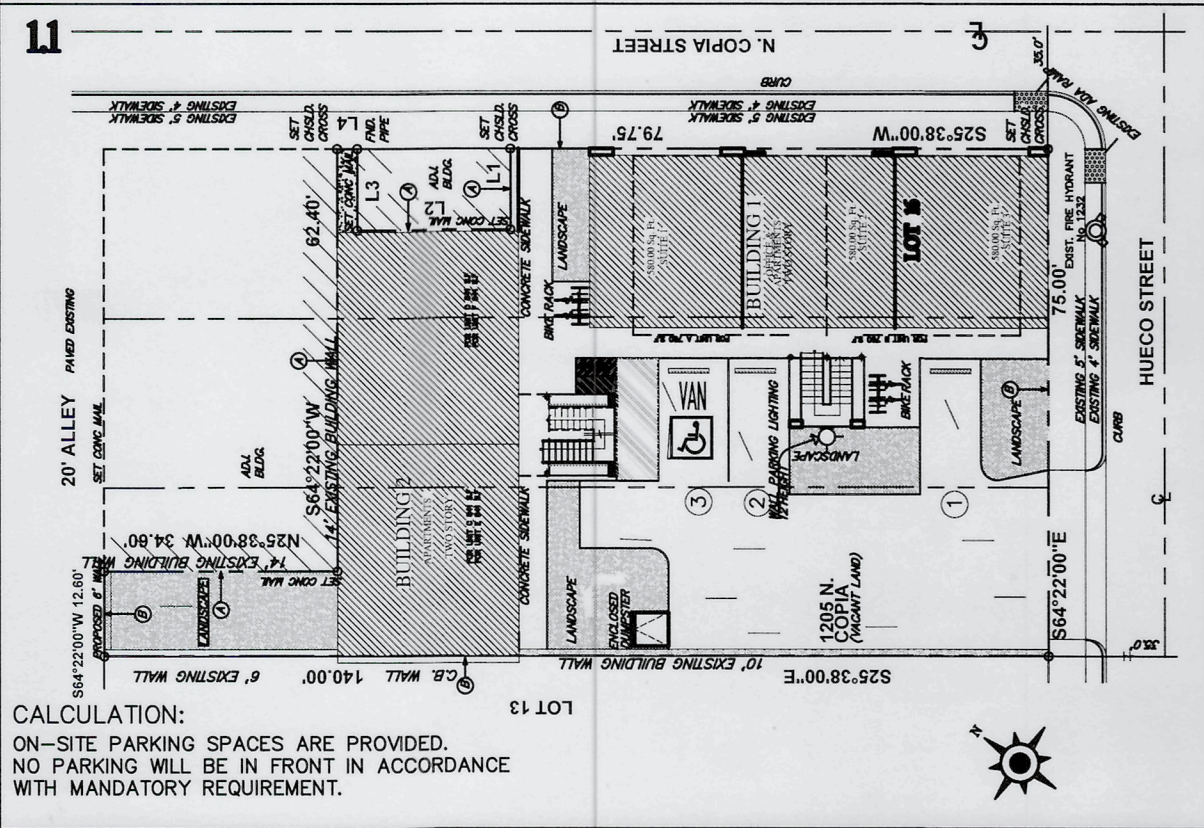
LINE	BEARING	LENGTH
L1	S64°22'00"W	12.00'
L2	N25°38'00"W	22.65'
L3	N64°22'00"E	12.00'
L4	N25°38'00"W	3.00'

SITE PLAN
INFILL DEVELOPMENT

SCALE: 3/32"=1'-0"

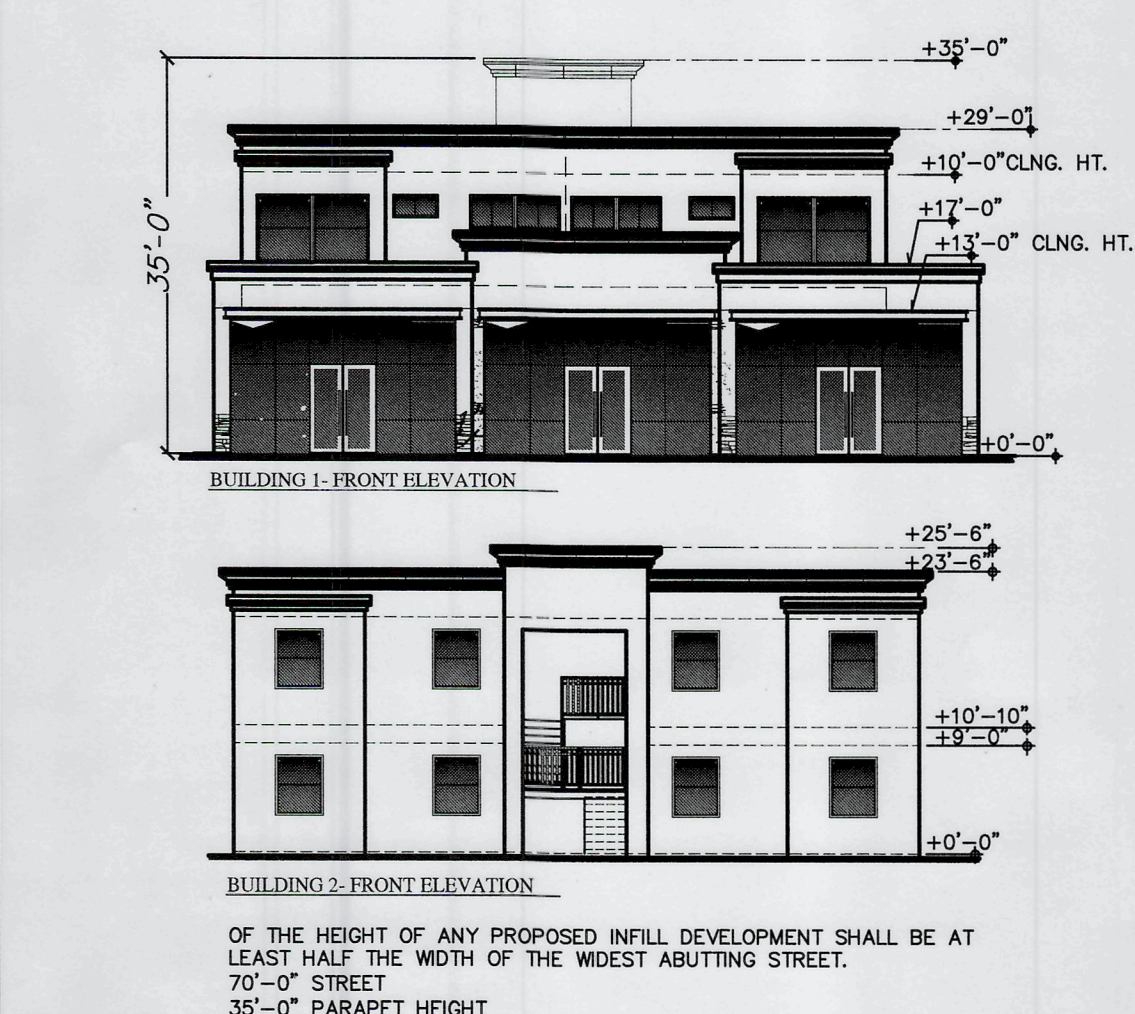
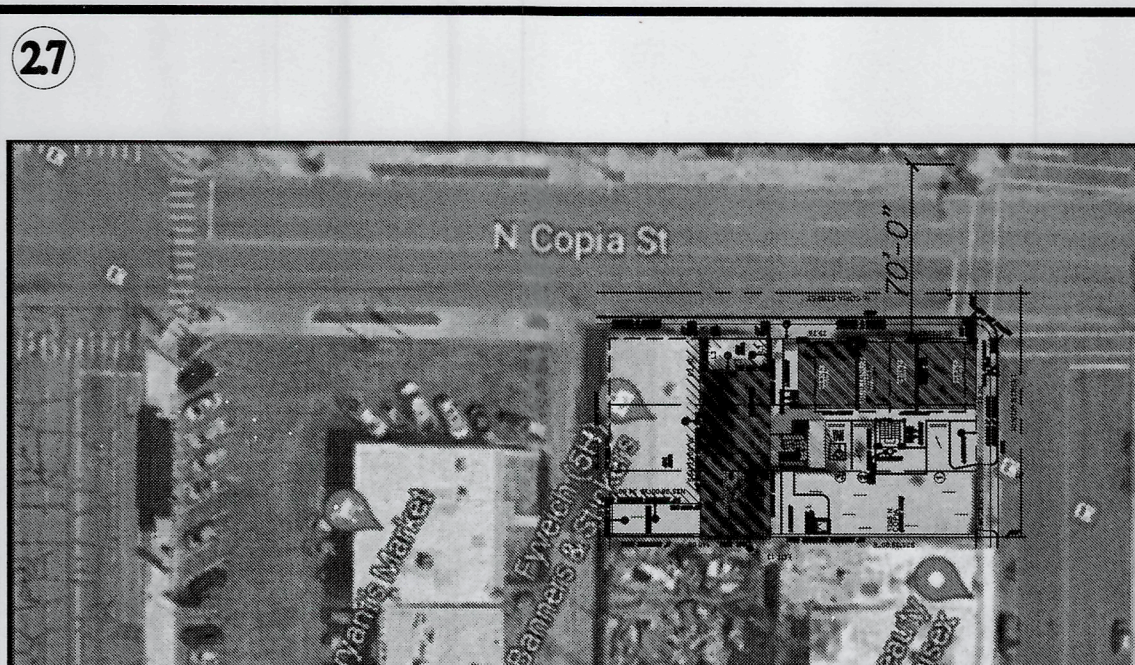
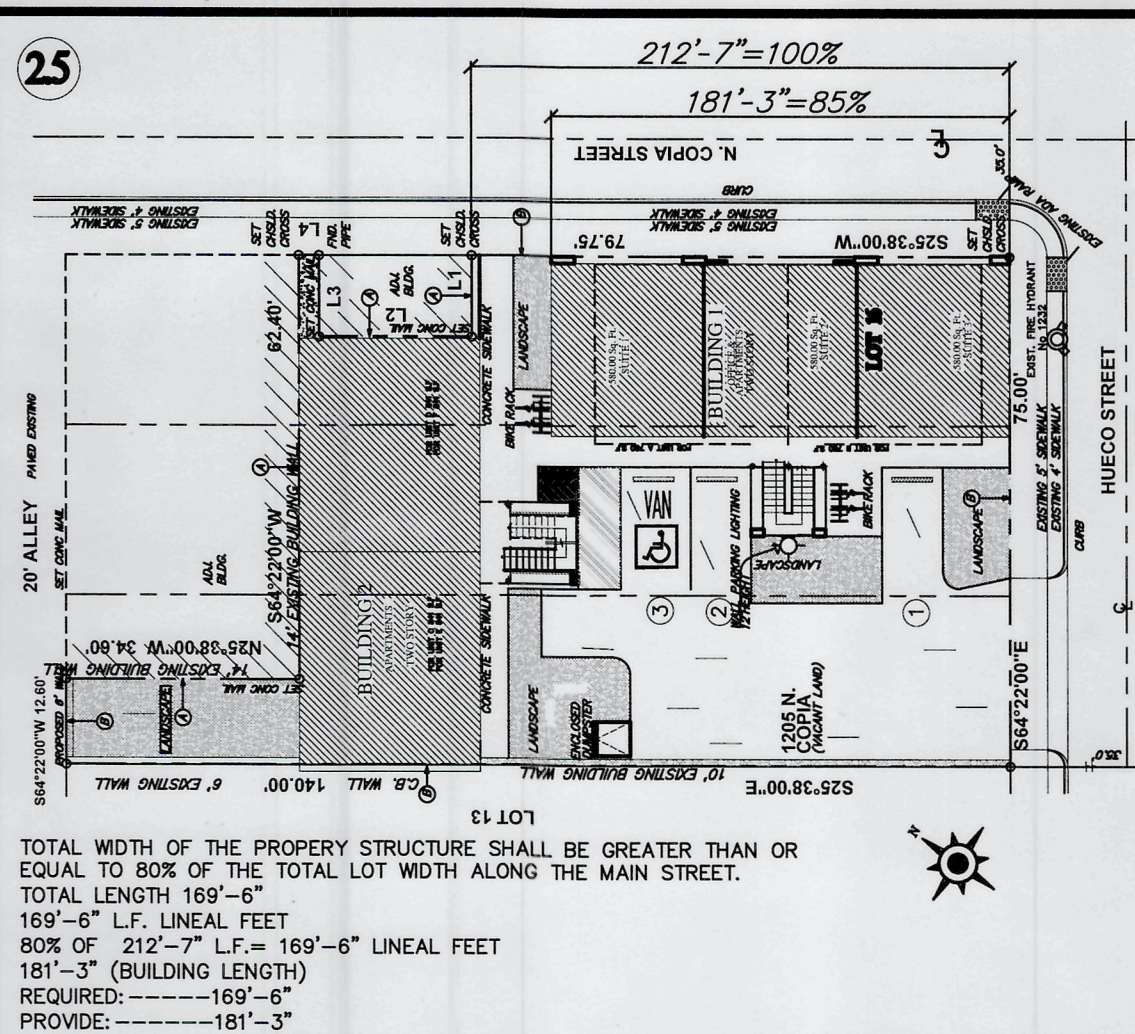
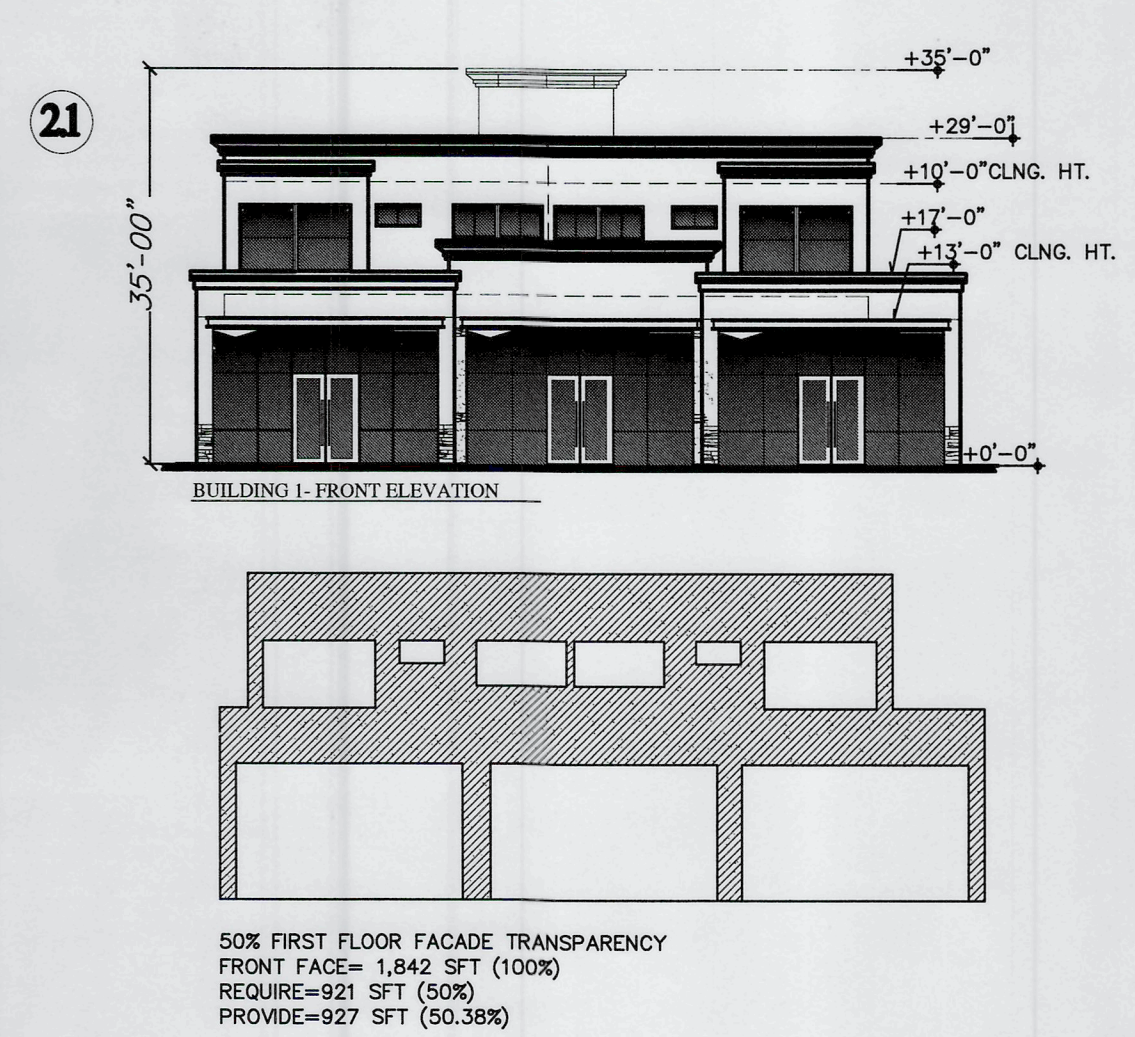


1 MANDATORY DESIGN REQUIREMENTS



G-2, TRADITIONAL NEIGHBORHOOD

2 SELECTIVE DESIGN Guidelines:



PZST23-00009

SPECIAL PERMIT/ DETAILED
SITE DEVELOPMENT PLAN

APARTMENT/OFFICE TO BE BUILT ON:
1205 N COPA
A PORTION OF LOTS 14, 15 AND 16, BLOCK
118, SUPPLEMENTAL MAP NO. 1 OF EAST
EL PASO ADDITION



PLAN NO:
DTS 1

PREPARED 03-14-23

BY: LLL

REVISED

REVISED

REVISED

REVISED

1205 N. Copia

City Plan Commission — January 25, 2024



CASE NUMBER:	PZST23-00009 (REVISED)
CASE MANAGER:	Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER:	Victor Robles
REPRESENTATIVE:	Luis Javier Lopez
LOCATION:	1205 N. Copia (District 2)
PROPERTY AREA:	0.16 acres
EXISTING ZONING:	C-2 (Commercial)
REQUEST:	Special Permit and Detailed Site Development Plan approval to allow for Infill Development with yard setback reductions and 85% parking reduction for office and apartment uses in the C-2 (Commercial) zone district
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Received an email of inquiry as of January 24, 2024

SUMMARY OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval to allow for an infill development with rear and side street setback reductions and 85% parking reduction for office and apartment uses in C-2 (Commercial) zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the special permit and detailed site development plan request for an infill development with rear and side street setback reductions and parking reduction in the C-2 (Commercial) zone district. The proposal meets all the requirements of El Paso City Code Sections: 20.10.280 – Infill development, 20.14.070 – Parking reductions, 20.04.320 – Special Permit, and 20.04.150 – Detailed Site Development Plan. It is also based on consistency with *Plan El Paso*, the City's adopted Comprehensive Plan.

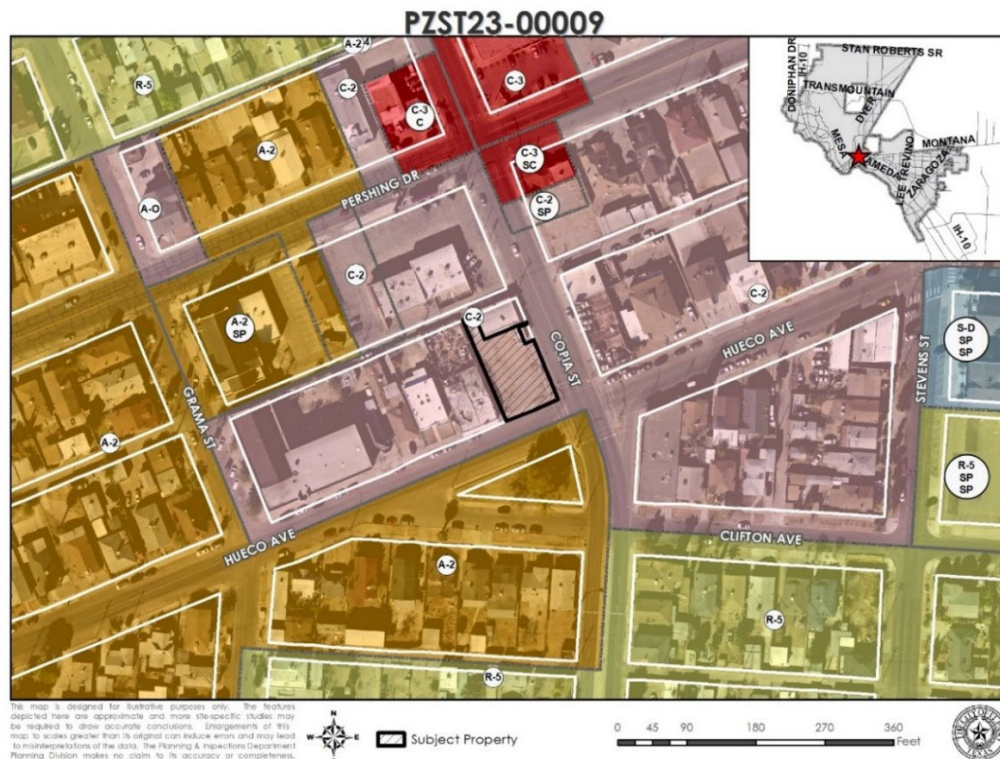


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting a special permit and a detailed site development plan for infill development to reduce the rear yard setback and side street yard setback for uses of office and apartment. The detailed site development plan shows a new 3,260 square feet office and 2-unit apartment building combination (Building 1) and a new 3,364 square feet 4-unit apartment building (Building 2). The applicant is requesting the following setback reductions: from the required 10 feet rear yard setback to 0 feet and the required 10 feet side street yard setback to 0 feet as shown in the table below. The applicant is also requesting an 85% parking reduction. The development requires a minimum of twenty (20) parking spaces. The applicant is providing three (3) parking spaces including one (1) accessible parking space and six (6) bicycle spaces. A parking study was submitted as required (see Attachment 3), which shows forty-two (42) on-street parking spaces within 300 feet of the subject property. The lowest average demonstrates 17 vacant spaces available to serve the proposed use. Access to the subject property is proposed from Hueco Street. The following table summarizes the proposed request and reductions:

C-2 (District) Zone District – Use		
Dimensional Standard	Required	Proposed
Front Yard Setback (min.)	0 foot	No change
Rear Yard Setback (min.)	10 feet	0 foot
Cumulative Front & Rear Yard Setback (min.)	N/A	No change
Side Yard Setback (min.)	10 feet when abutting a residential or apartment district	No changes
Side Street Yard Setback (min.)	10 feet	0 foot
Cumulative Side Yard Setback (min.)	N/A	N/A
Height (max.)	35 feet	35 feet

Note: bold indicated requested reductions

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
Criteria	Does the Request Comply?
Location Criteria: An infill development may be located on any parcel of land which meets at least one of the location criteria.	Yes. The subject property is part of the East El Paso Subdivision, which was platted in 1904. This satisfies Mandatory Requirement 20.10.280.B.3 of the El Paso City Code - “Any parcel of land annexed prior to 1955.”
Mandatory Design Requirement 1.1: Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible accessed via alleyway; or at the side of the property and screened in accordance with Section 21.50.070.F5.	Yes. On-site parking spaces are provided at the rear of the property and accessed from the side street. No parking will be provided in the front.
Mandatory Design Requirement 1.2: Buildings shall be placed on the parcels such that the principal orientation is toward the main street and the principal entrance is from the sidewalk.	Yes. The development shows a building where the principal orientation is towards Copia Street (main street) and the principal entrance with access from the sidewalk.
Mandatory Design Requirement 1.3: For proposals abutting existing residential development the front setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%.	Yes. The new development does not abut any existing residential development.
Selective Design Requirement 2.1: Any new structure with a ground floor commercial use shall demonstrate that building façades facing public rights-of-way have a majority (fifty percent or more) transparent surface on the ground floor. Transparent surface elements	Yes. The proposed construction facade will face the main street.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
include, but are not limited to, doors and non-opaque windows.	
Selective Design Requirement 2.5: The total width of the primary structure shall be greater than or equal to 80% of the total lot width along the main street. For the purposes of this calculation, any necessary vehicular access driveway shall be subtracted from the total lot width.	Yes. The new construction is no less than 80% of the total lot width along Copia Street (main street).
Selective Design Requirement 2.7: The height of any proposed infill development shall be equal to at least half the width of the widest abutting street.	Yes. The 35 feet in height of the primary structure is 50% of the total lot width along Copia Street (main street- 70 feet right-of-way).

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (20.14.070.B) – NEW DEVELOPMENT IN REDEVELOPMENT: Up to 100% parking reduction for a use involving new construction of structures that is proposed as a redevelopment project located within a redevelopment area or transit-oriented development corridor of the City. The applicant shall satisfactorily demonstrate compliance with all of the following conditions:	
Criteria	Does the Request Comply?
1. That the structure(s) is located in an older neighborhood of the City that has been legally subdivided and developed for at least thirty years.	Yes. The subject property lies within the East El Paso Subdivision, platted in 1904.
2. That the structure(s) does not extend into an area within the property which was previously used to accommodate off-street parking.	Yes. The property is vacant. The development will have three (3) on-site parking spaces due to the building coverage.
3. That the off-street parking required for the proposed use of the structure(s) cannot be reasonably accommodated on the property due to the building coverage, whether due to the existing structure or due to a proposed expansion of the existing structure.	Yes. The subject property is entirely occupied by new structures, new landscaping, and three (3) on-site parking spaces. It is not possible to accommodate the parking needed to serve the uses on-site.
4. That no vacant areas exist within three hundred feet of the property where the proposed use is to be located that can be reasonably developed to accommodate the off-street parking requirements.	Yes. The property owner does not own any parcels within 300 feet that can accommodate the necessary off-street parking.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
Criteria	Does the Request Comply?
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. There is a request for reduction to yard setbacks. The existing building has a rear yard setback of 0 foot and a side street setback of 3 foot. A 10-foot rear setback and 10-foot side street setback are required in the C-2 (Commercial) district. This special permit is also requesting an 85% parking reduction. The proposed development complies with all other applicable zoning requirements.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The proposed development consists of two new buildings and is in keeping with best planning practices and the recommendations of <i>Plan El Paso</i> .
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property directly abuts Copia Street and Hueco Street, a minor arterial and a local street, respectively. No reviewing departments had adverse comments, and the existing infrastructure is deemed appropriate to support the proposed use. The subject property is situated within 1,000 feet of a mass transit route.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	No environmental problems currently existing or are anticipated from the approval of the proposed special permit and detailed site development plan. Adequate stormwater management is demonstrated, and no departments had adverse comments.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The development will comply with landscaping ordinance requirements.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The subject property is located within an established neighborhood in the core of the City. The surrounding area features a variety of uses. The existing building on the subject property was built at the same time as most of the surrounding development and blends in well with the urban fabric of the neighborhood.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed development is similar in intensity and scale to surrounding development.

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit 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 existing 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 the Comprehensive Plan.</p>	<p>Yes, the subject property and the proposed developments meet the intent of the G-2 Post-War Future Land Use designation. The proposed development contributes additional commercial to the area and integrates a neighborhood appropriate scale. The mixed-use proposal, reduced setbacks, and parking relief mimics SmartCode development.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: C-3 (Commercial) 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.	Yes. All proposed uses are permitted by right within the C-2 (Commercial) District. The proposed special permit request will allow for a development project that meets the intent of the district. The subject property is located within an established commercial neighborhood in the core of the City. The proposed development maintains the pedestrian-oriented, accessible, mixed use character of that neighborhood.
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the request.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	Subject property does not involve greenfield, environmentally sensitive land, or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with the existing C-2 and C-3 (Commercial) zoning and uses of the surrounding properties.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is within an older, stable area of the city. The established neighborhood is comprised of offices, restaurants, and general retail sales and services.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Copia Street and Hueco Street which are designated as a minor arterial and local street, respectively, as per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to serve the proposed development. The subject property is situated within 1,000 feet of a mass transit route. The nearest bus stop includes Brio route service and is along Pershing Avenue located 0.04 miles from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to proposed special permit request. There were no adverse comments received from the reviewing departments. The applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of El Paso Central Business Association, Five Points Development Association, and Sunrise Civic Group which were notified of the special permit application. Public notices were mailed to property owners within 300 feet of the subject property on January 12, 2024. As of January 24, 2024, the Planning Division has received an email of inquiry regarding the request from the public (see Attachment 7).

RELATED APPLICATIONS: N/A

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 special permit 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 special permit 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 special permit 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.

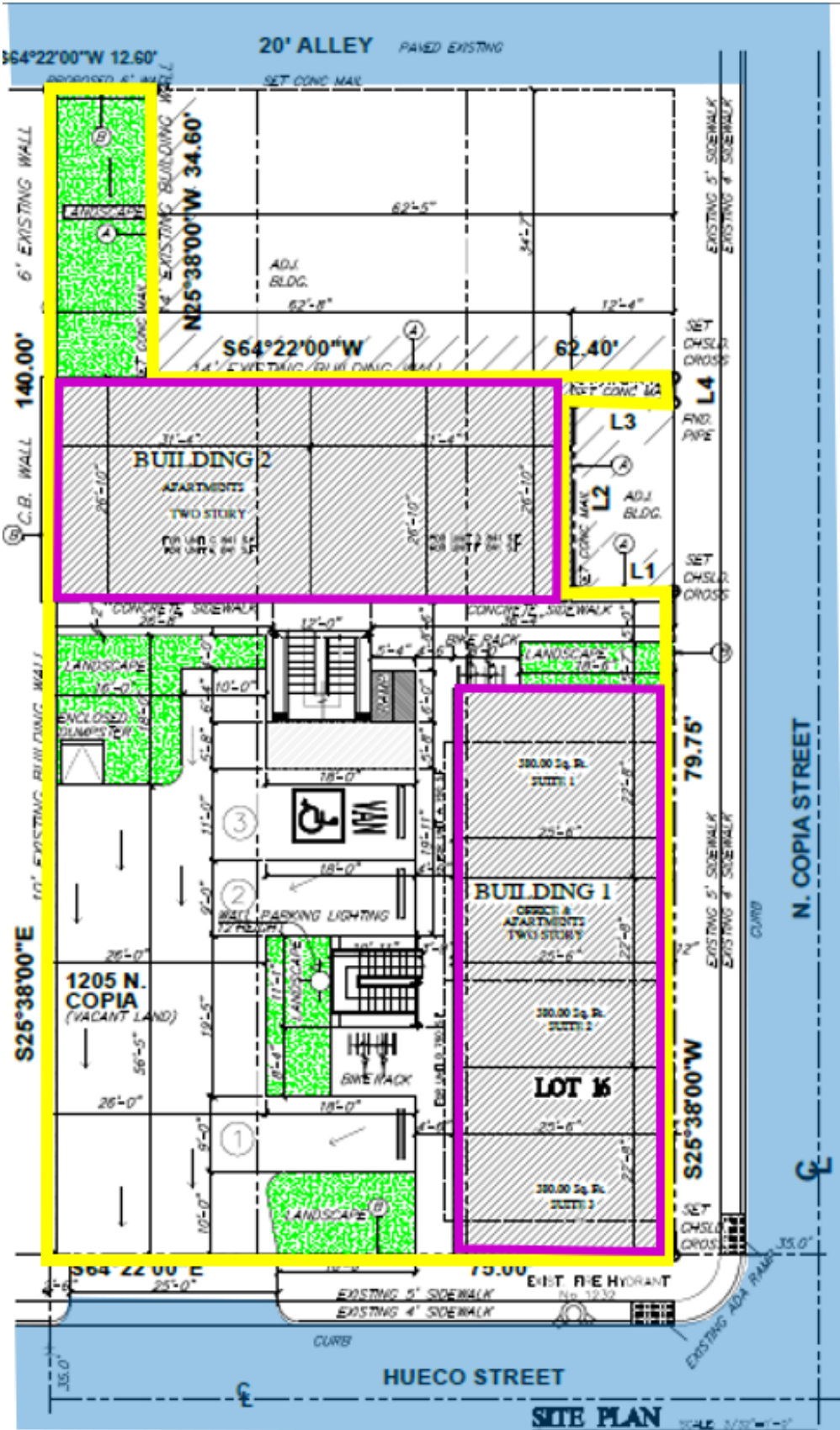
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Development
3. Detailed Site Development, Enlarged
4. Parking study
5. Department Comments
6. Neighborhood Notification Boundary Map
7. Email of inquiry

ATTACHMENT 1



ATTACHMENT 3



ATTACHMENT 4

PARKING STUDY 1205 COPIA ST.



PARKING STUDY 1205 COPIA ST.

SEPTEMBER 18 TO SEPTEMBER 22, 2023

TIME/DAY (FRIDAY)	OVERALL (STREET PARKING)	OVERALL (OCCUPIED)					OVERALL (AVAILABLE)				
		MO	TU	WE	TH	FR	MO	TU	WE	TH	FR
8:00 AM	42	23	23	25	27	21	19	19	17	15	21
9:00 AM	42	26	21	22	25	24	16	21	20	17	18
10:00 AM	42	25	24	23	26	21	17	18	19	16	21
11:00 AM	42	21	27	27	22	26	21	15	15	20	16
12:00 PM	42	23	22	27	24	24	19	20	15	18	18
1:00 PM	42	23	23	23	23	24	19	19	19	19	18
2:00 PM	42	25	21	23	24	22	17	21	19	18	20
3:00 PM	42	22	26	24	21	28	20	16	18	21	14
4:00 PM	42	22	23	26	25	25	20	19	16	17	17
5:00 PM	42	23	28	25	22	26	19	14	17	20	16
6:00 PM	42	20	25	28	19	28	22	17	14	23	14
7:00 PM	42	18	26	28	18	29	24	16	14	24	13
8:00 PM	42	19	28	29	18	27	23	14	13	24	15
AVERAGE		22	24	25	23	25	20	18	17	19	17

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the special permit and detailed site development plan request for an infill development with rear and side street setback reductions and parking reduction in the C-2 (Commercial) zone district. The proposal meets all the requirements of El Paso City Code Sections: 20.10.280 – Infill development, 20.14.070 – Parking reductions, 20.04.320 – Special Permit, and 20.04.150 – Detailed Site Development Plan. It is also based on consistency with *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to the special permit and detailed site development plan.

Planning and Inspections Department – Land Development

1. Comply with ADA requirements, 5' concrete sidewalk along R.O.W. at the time of building permit.
2. Provide directional ramps on the corner at the time of building permit, diagonal ramp is not allowed.
3. Driveways must be 25'–35' feet wide as per DSC 6-16, in all commercial areas (minimum 25ft for two-way roads) – has been addressed as shown on the site plan.

Note: At the time of submittal for building permits, the project will need to comply with all applicable code requirements.

Fire Department

No adverse comments.

Environment Services

No adverse comments.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has no objections to the parking reduction.

Sun Metro

Recommended approval.

El Paso Water

EPWater does not object to this request.

Water:

There is an existing 6-inch diameter water main extending along an alley north of Hueco Ave. This main is located approximately 5-feet south of the northern right-of-way line. This water main is available for service.

There is an existing 6-inch diameter water main extending along Copia St. This main is located approximately 10-feet west of the eastern right-of-way line. This main is available for service.

Previous water pressure readings from fire hydrant # 01232 located at the northwest corner of the intersection of Hueco Ave. and Copia St. have yielded a static pressure of 82 pounds per square inch, a residual pressure of 76 pounds per square inch, and a discharge flow of 650 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The 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 extending along the alley north of Hueco Ave. This main is located approximately 9.5-feet north of the southern right-of-way line. This water main is available for service.

General:

A sewer main extension will be required to provide service to building #1. Sewer main extension cost will be at owner's expense.

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater Engineering:

EPWater-SW recommends 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

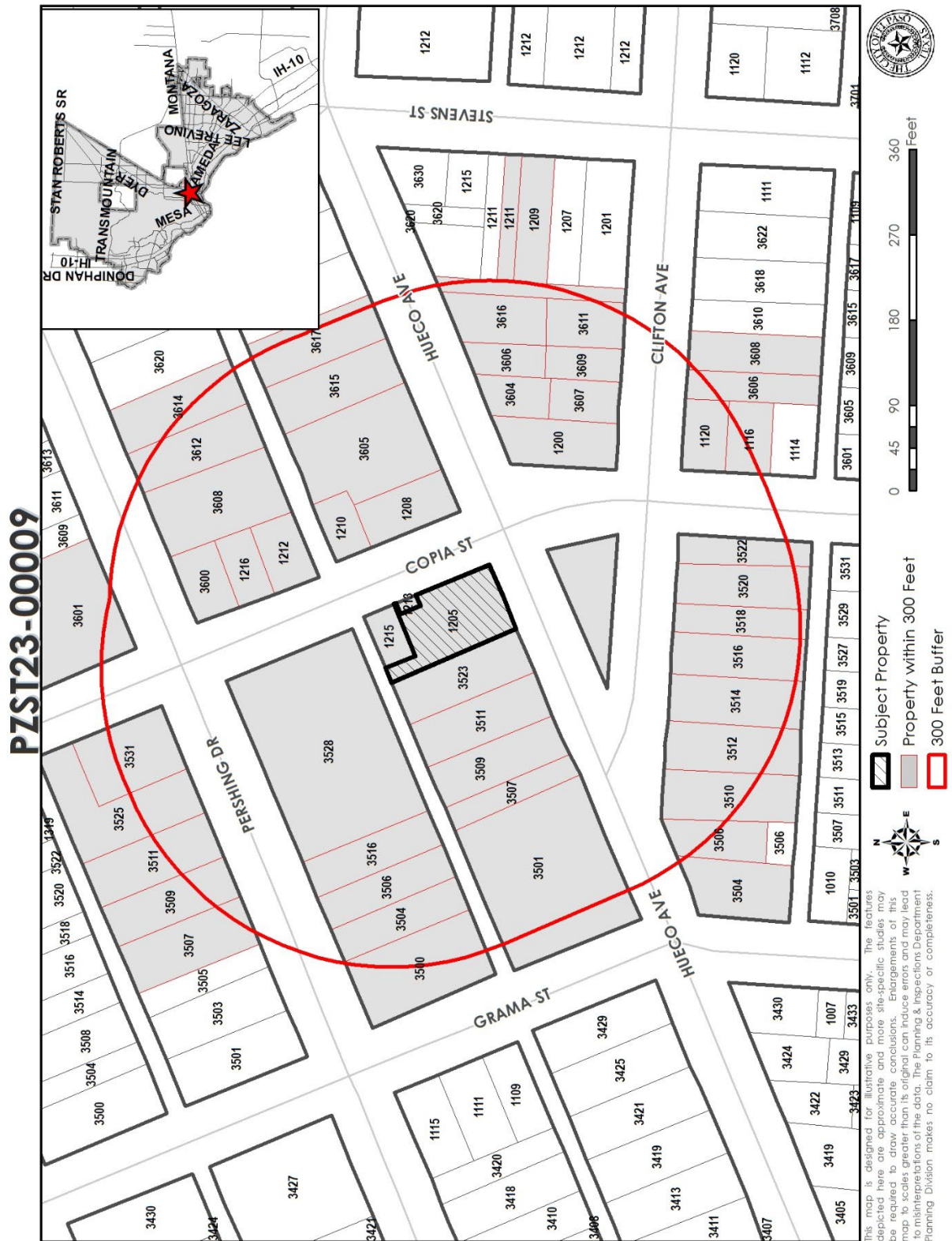
Please have the requestor submit grading and drainage plans for review by TxDOT to ELP_Access@txdot.gov.

Note: the comments will be addressed at the permitting stage.

El Paso County Water Improvement District #1

No adverse comments.

ATTACHMENT 6



ATTACHMENT 7

Salloum, Andrew M.

From: Salloum, Andrew M.
Sent: Wednesday, January 24, 2024 3:23 PM
To: Fyveich LLC
Cc: Chavira, Daniel
Subject: RE: PZST23-00009

Mr. Herrera,

Thank you for your email. It will be added to the backup that will be presented to the City Plan Commission.

Cordially,
Andrew Salloum | Senior Planner
P: 915.212.1603
A: 801 Texas Ave. El Paso, TX 79901
E: SalloumAM@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)



Planning & Inspections Department
City of El Paso

***My availability is from Monday thru Thursday.**

****For general zoning inquiries, please take a look at our [FAQ](#) section, or you may contact the One Stop Shop in person at 811 Texas Ave. or by phone at (915) 212-0104. The One Stop Shop is open Monday thru Thursday from 8 am to 5:30 pm and Friday from 8 am to 11:30 am.**

From: Fyveich LLC <fyveich@gmail.com>
Sent: Wednesday, January 24, 2024 2:26 PM
To: Salloum, Andrew M. <SalloumAM@elpasotexas.gov>
Cc: Chavira, Daniel <ChaviraD1@elpasotexas.gov>
Subject: PZST23-00009

Some people who received this message don't often get email from fyveich@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

Mr. Salloum,

Please accept this email as my concern / comment submission for the meeting scheduled for Thursday, January 25, 2024 at 1:30 pm in the above case matter (PZST23-00009).

As the owner of the building located at 1215 N. Copia I would like clarification as to how many feet will be left between the two buildings on the south side of 1215 N. Copia. Should either building need any repair to the adjacent walls in the future, will there be adequate walk space to be able to complete such a job? Your response and consideration of this question would be greatly appreciated.

1

Leopoldo Herrera - Owner



FYVEICH Enterprises, LLC

1215 N. Cobia St.
El Paso, TX 79903

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 Victor Robles

Business Name N/A

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: _____

03/22/2024

February 2024



Legislation Text

File #: 24-487, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

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

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of the property described as Tracts 407 and 408, Sunrise Acres #1, 8935 Mercury Street, City of El Paso, El Paso County, Texas from R-4 (Residential) to S-D (Special Development), pursuant to Section 20.10.360 and approving a detailed site development plan with reduction to side yard setback pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a single-family dwelling and a triplex as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 8935 Mercury Street

Applicant: Gary L. Herman and Shawn M. Schulz, PZRZ23-00026

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

AGENDA DATE: April 9, 2024
PUBLIC HEARING DATE: May 7, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 2

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of the property described as Tracts 407 and 408, Sunrise Acres #1, 8935 Mercury Street, City of El Paso, El Paso County, Texas from R-4 (Residential) to S-D (Special Development), pursuant to Section 20.04.150 and 20.10.360 and approving a detailed site development plan with reduction to side yard setback pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a single-family dwelling and a triplex as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 8935 Mercury Street
Applicant: Gary L. Herman and Shawn M. Schulz, PZRZ23-00026

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-4 (Residential) to S-D (Special Development) and approval of a Detailed Site Development Plan with a reduction to side yard setback to allow for a single-family dwelling and a triplex. City Plan Commission recommended 7-0 to approve the proposed rezoning on February 22, 2024. As of March 25, 2024, the Planning Division has received five (5) phone calls and one (1) email of inquiry, and one (1) phone call in opposition to the 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:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE PROPERTY DESCRIBED AS TRACTS 407 AND 408, SUNRISE ACRES #1, 8935 MERCURY STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO S-D (SPECIAL DEVELOPMENT), PURSUANT TO SECTION 20.04.360 AND APPROVING A DETAILED SITE DEVELOPMENT PLAN WITH REDUCTION TO SIDE YARD SETBACK PURSUANT TO SECTION 20.04.150 AND 20.10.360 OF THE EL PASO CITY CODE TO ALLOW FOR A SINGLE-FAMILY DWELLING AND A TRIPLEX AS PERMITTED IN THE S-D (SPECIAL DEVELOPMENT) ZONE DISTRICT. THE PEANLTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Gary L. Herman and Shawn M. Schulz., (Owners) has applied for a rezoning of property from **R-4 (Residential)** to **S-D (Special Development)** per Section 20.04.360 of the El Paso City Code; and,

WHEREAS, Owners have 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 with reduction to side yard setback for a single-family and a triplex, 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 *Tracts 407 and 408, Sunrise Acres #1, City of El Paso, El Paso County, Texas*, be changed from **R-4 (Residential)** 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.

HQ24-2298|Trans#512868|P&I
SD Rezoning 8935 Mercury

RTA
ORDINANCE NO. _____

Page 1 of 4
Zoning Case No:
PZRZ23-00026

649

2. Pursuant to the requirements of the El Paso City Code, the City Council hereby approves the detailed site development plan submitted by the Owner, to request for side yard setback reduction for a single-family dwelling and a triplex as permitted under the **S-D (Special Development)** district regulations of 20.04.150 and 20.10.360.

3. 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 “A” and incorporated herein by reference for all purposes.

4. 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.

5. 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.

6. 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 “A” within four (4) years from the date hereof.

7. 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 Leaser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip Etiwe, Director
Planning & Inspections Department

HQ24-2298|Trans#512868|P&I
SD Rezoning 8935 Mercury
RTA

ORDINANCE NO. _____

Page 3 of 4
Zoning Case No:
PZRZ23-00026

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AGREEMENT

By execution hereof, Gary L. Herman and Shawn M. Schulz ("Owners"), 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 21 day of MARCH, 2024

OWNER: Gary L. Herman and
Shawn M. Schulz

By: [Signature] [Signature]
SHAWN SCHULZ Gary L. Herman
(Print name & Title)

ACKNOWLEDGEMENT

THE STATE OF ~~TEXAS~~) New Mexico

)
COUNTY OF ~~EL PASO~~)otero

This instrument is acknowledged before me on this 21 day of March, 2024, by
Shawn Schulz, in his legal capacity on behalf of Owners.

My Commission Expires:

[Signature]
Notary Public, State of ~~Texas~~ New Mexico

24 April 2027



HQ24-2298|Trans#512868|P&I
SD Rezoning 8935 Mercury
RTA

ORDINANCE NO. _____

Page 4 of 4
Zoning Case No:
PZR23-00026

8935 Mercury Street

City Plan Commission — February 22, 2024

REZONING



CASE NUMBER: PZRZ23-00026 (Revised)
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: Gary L. Herman and Shawn M. Schulz
APPLICANT: Gary L. Herman and Shawn M. Schulz
REPRESENTATIVE: CAD Consulting Company
LOCATION: 8935 Mercury Street (District 2)
PROPERTY AREA: 2.00 acres
REQUEST: Rezone from R-4 (Residential) to S-D (Special Development) and approval of Detailed Site Development Plan with a reduction to side yard setback
RELATED APPLICATIONS: N/A
PUBLIC INPUT: Five (5) phone calls and one (1) email of inquiry, and one (1) phone call in opposition as of February 22, 2024.

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-4 (Residential) to S-D (Special Development) and approval of a Detailed Site Development Plan with a reduction to side yard setback to allow for a single-family dwelling and a triplex.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** 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.

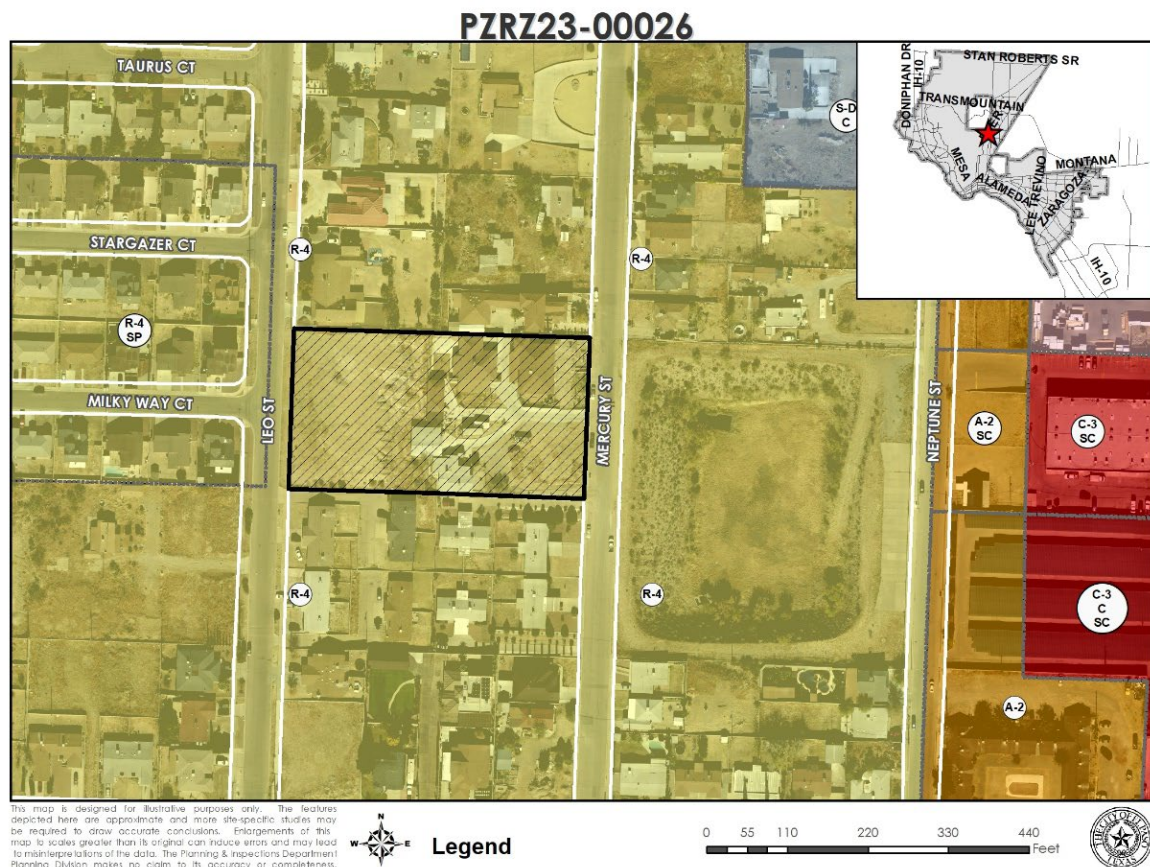


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from R-4 (Residential) to S-D (Special Development) and approval of a Detailed Site Development Plan with a reduction to side yard setback to allow for a single-family dwelling and a triplex. Approval of a Detailed Site Development Plan is required as per proposed zoning district, proposed use, and requested reduction. The size of the property is 2 acres. The detailed site development plan shows the existing 5,506 square foot triplex structures along with garage and storage accessory structures on the eastern portion of the subject property and a proposed 2,110 square-foot single-family dwelling on the western portion of the subject property. The applicant is also requesting the following reduction: from the minimum required 10-foot side yard setback to 2.4 foot as shown in the table below. The development is compliant with the required minimum vehicular parking. Access to the subject property is provided from Mercury Street and Leo Street.

Minimum Density/Setback: S-D zone district	Required	Proposed
District area	1 acre	2 acres
Lot Area	N/A	N/A
Lot Width	N/A	N/A
Lot Depth	N/A	N/A
Front yard setback	20 feet	No change
Rear yard setback	10 feet	No change
Side yard setback	10 feet between structures	2.4 feet
Side street yard setback	10 feet	N/A
Cumulative front & rear yard setback	N/A	N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is permitted by right with approval of detailed site development plan in the S-D (Special Development) zoning district and will supplement the existing housing stock with multi-family housing. To the north and south are duplexes zoned R-4 (Residential); to the east is ponding area zoned R-4 (Residential) and to the west are single-family dwellings zoned R-4 (Residential). The closest school is Canyon Hills Middle School located 0.26 miles away and the closest park is Sunrise Park located 0.45 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-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property is proposed to be developed into single-family dwelling and multi-family dwellings development, which is in character with the future land use designation of <i>Plan El Paso</i>.</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:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>S-D (Special Development) District: The purpose of this district is to provide an opportunity for mixed-use projects, integrated in design, in certain older residential areas where there is a desire to permit a variety of nonresidential uses while maintaining the established residential appearance and landscaping of the area. The regulations of this district are designed to ensure compatibility with existing uses in the district; to permit the production, exhibit or sale of goods and the providing of services to the public in such older residential areas; to protect the traffic capacity of streets serving such older residential areas; to encourage flexibility by prescribing general performance standards for such older residential areas; and to protect the environment of adjacent areas. For the purpose of this district, older areas of the city shall be deemed those areas where development has existed for at least twenty-five years.</p>	<p>Yes. The proposed S-D (Special Development) zone district will provide for the integration of single-family dwelling and multi-family dwelling development with adjacent R-4 (Residential) zoning districts in an older area.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. Proposed development will have access to the subject property is provided from Mercury Street and Leo Street which are classified as local street and collector, respectively, under the City's Major Thoroughfare Plan (MTP). The classification of this road is appropriate for the proposed development.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<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 some transition within the last 10 years in the nearby area. The property located at 9025 Neptune Street to the northeast was rezoned from R-4 (Residential) to S-D (Special Development) in 2016. Additionally, the property located at 8835 Neptune Street to the southeast was rezoned from R-4 (Residential) to A-2 (Apartment) in 2022. This area supports multi-family developments.</p>

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is within an older, stable area of the city. The established neighborhood is comprised of single-family and multi-family uses. The property located at 9025 Neptune Street to the northeast was rezoned from R-4 (Residential) to S-D (Special Development) in 2016. Additionally, the property located at 8835 Neptune Street to the southeast was rezoned from R-4 (Residential) to A-2 (Apartment) in 2022.
---	---

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Mercury Street and Leo Street which are classified as local street and collector, respectively, under the City's Major Thoroughfare Plan (MTP). Access is proposed from Mercury Street and Leo Street. The classification of these roads is appropriate for the proposed development. The existing infrastructure and services are adequate to serve the proposed redevelopment. Sidewalks are consistently present around the subject property. There are no bus stops within walkable distance (0.25 mile) of the subject property. The closest bus stop is 0.46 miles away along Echo Street.

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

PUBLIC COMMENT: The subject property is located within the boundary of Sunrise Neighborhood Association which was notified of the rezoning request by the applicant. Property owners within 300 feet of subject property were notified of the rezone request on February 9, 2024. As of February 22, 2024, the Planning Division has received five (5) phone calls and one (1) email of inquiry, and one (1) phone call in opposition to the request.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

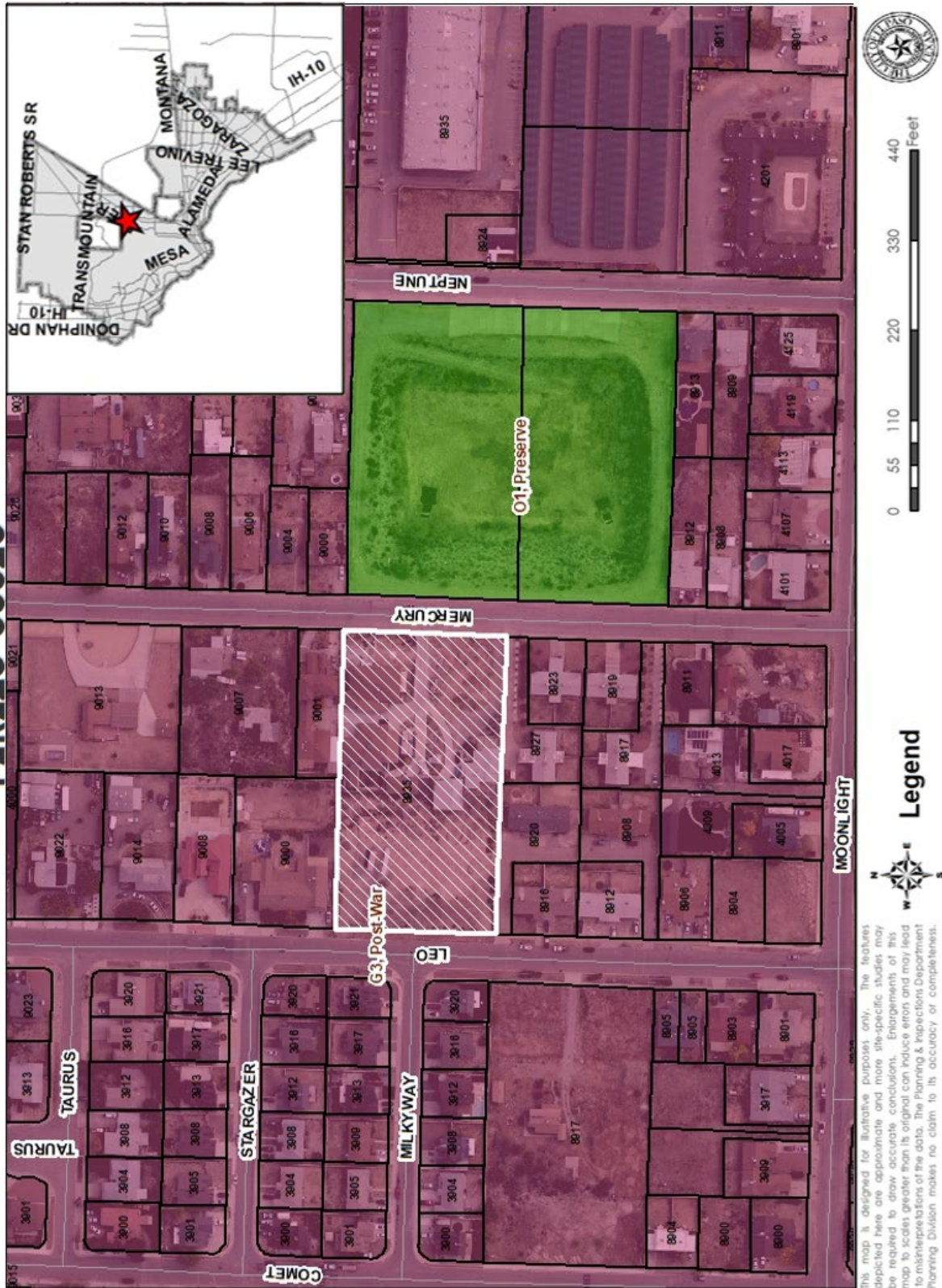
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)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

ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Development Plan
3. Elevations
4. Department Comments
5. Neighborhood Notification Boundary Map
6. Email of Inquiry

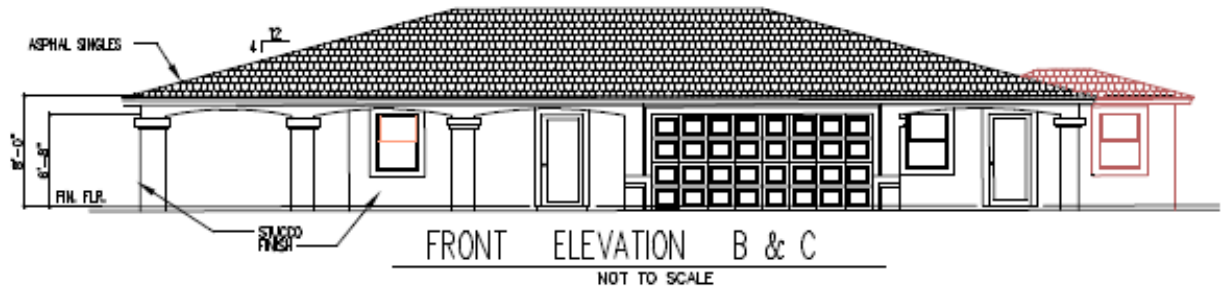
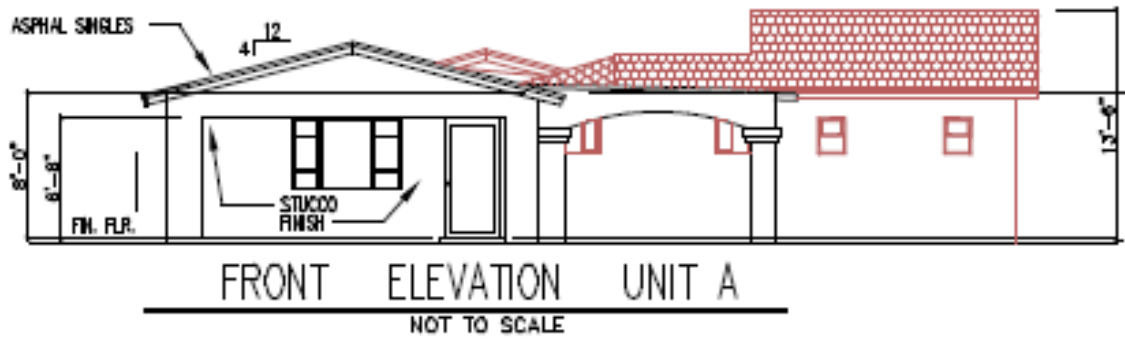
ATTACHMENT 1

PZR23-00026



[illegible]

ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department - Planning Division

1. Staff recommends **APPROVAL** 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.
2. Request and issuance of building permits for any unpermitted construction will be required as needed to bring the property into compliance.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to the proposed rezoning and detailed site development plan.

At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

No objections to the proposed rezoning and detailed site development plan.

Fire Department

If rezoning approved, follow Fire Marshall requirements and building permit process.

Note: Comments will be addressed at the permitting stage.

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-PSB does not object to this request.

There is an existing 6-inch diameter water main that extends along Mercury St., located approximately 10-feet west of the east right-of-way line. This main is available for service.

There is an existing 8-inch diameter water main that extends along Leo St., located approximately 25-feet west of the east right-of-way line. This main is available for service.

EPWater-PSB records indicate three (3) active ¾-inch domestic water meters serving the subject property. The service address for these meters is 8935 Mercury St.

EPWater-PSB records indicate a vacant water service connection (inactive meter) serving the subject property. The address for this service is 8935 Mercury St.

Previous water pressure reading from fire hydrant #6321, located on Mercury St. approximately 639-feet south of Skyline Ave., has yielded a static pressure of 70 (psi), a residual pressure of 68 (psi), and a discharge of 1,186 (gpm).

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends along Mercury St., located approximately 20-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 Leo St., located approximately 30-feet east of the west right-of-way line. This main is available for service.

General

Each lot shall have water and sewer service connections fronting the limits of the lot.

EPWater-PSB requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

PZRZ23-00026



ATTACHMENT 6

Salloum, Andrew M.

From: Salloum, Andrew M.
Sent: Wednesday, February 21, 2024 5:32 PM
To: Charlene Brewer
Subject: RE: PZRZ23-00026-8935 Mercury Street

Good afternoon,

Thank you for your email. Your questions will be answered tomorrow at the City Plan Commission.

Cordially,
Andrew Salloum | Senior Planner
P: 915.212.1603
A: 801 Texas Ave. El Paso, TX 79901
E: SalloumAM@elpasotexas.gov
ElPasoTexas.gov | [Take Our Survey](#)



Planning & Inspections Department
City of El Paso

***My availability is from Monday thru Thursday.**

****For general zoning inquiries, please take a look at our [FAQ](#) section, or you may contact the One Stop Shop in person at 811 Texas Ave. or by phone at (915) 212-0104. The One Stop Shop is open Monday thru Thursday from 8 am to 5:30 pm and Friday from 8 am to 11:30 am.**

From: Charlene Brewer <ch8rry9991@att.net>
Sent: Wednesday, February 21, 2024 4:13 PM
Cc: Salloum, Andrew M. <SalloumAM@elpasotexas.gov>
Subject: PZRZ23-00026-8935 Mercury Street

You don't often get email from ch8rry9991@att.net. [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.

From: Charlene Clark, 3801 Sunrise Ave, El Paso, Texas; current owner of properties located at 8917 Mercury, 8919 and 8921 Mercury, 8923 and 8925 Mercury, and 8927 Mercury.

(1) Is the single family dwelling requested to be built on Tract 407 Sunrise Acres #1? Or Is it already built on Tract 408 Sunrise Acres #1?

(2) If the owners change their mind on construction of a single family dwelling on the land of Tract 407, will City Plan Commission allow any other structure or structures of a non residential nature as defined by Title 20 Appendix "A"? I am adamantly opposed to non-residential building or buildings on Tract 407 and Tract 408. Special development allows that usage. If the city allows the rezoning please include restrictions against non-residential usage.

(3) Does the triplex requested include multiple house or houses on Tract 408 Sunrise Acres #1? Or is a triplex being built on Tract 407?

The Central Appraisal District of El Paso Texas only shows the following improvements/buildings on 8935 Mercury St, El Paso TX for 2023:
A main area of 1535 sqft., and an open porch both built in 1959. It also has a listing for a detached garage built in 2017. Is this information incomplete?

(4) Please provide clarification on the above questions. Without the complete information on Mssrs Herman and Schulz request, I only have one restriction request for your consideration. I have owned the above named properties on Mercury St for over 40 years, if that information has any merit to my request and/or unknown evaluations once the CPC clarifies what is proposed by these gentlemen.

Thank you
Sincerely
Charlene Clark

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 SHAWN SCHULZ Gary Herman

Business Name N/A

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: _____

Gary Hermann

Date: _____

21 MAR 24

21 March 24



Legislation Text

File #: 24-488, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tracts 63 and 64, Cinecue Park Subdivision, 471 Fresno Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to R-3 (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 471 Fresno Drive

Applicant: Jose Angel Avila and Jacqueline Avila, PZRZ23-00030

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

AGENDA DATE: April 9, 2024

PUBLIC HEARING DATE: May 7, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 7

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Tracts 63 and 64, Cinecue Park Subdivision, 471 Fresno Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to R-3 (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 471 Fresno Drive

Applicant: Jose Angel Avila and Jacqueline Avila, PZRZ23-00030

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-F (Ranch and Farm) to R-3 (Residential) to allow for a proposed single-family dwelling. City Plan Commission recommended 5-0 to approve the proposed rezoning on February 8, 2024. As of March 25, 2024, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACTS 63 AND 64, CINECUE PARK SUBDIVISION, 471 FRESNO DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO R-3 (RESIDENTIAL) . THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a portion of Tracts 63 and 64, Cinecue Park Subdivision, 471 Fresno Drive, 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 **R-3 (Residential)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

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

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ23-00030

Being a Portion of Tracts 63 and 64,
Cinecue Park Subdivision,
City of El Paso, El Paso County, Texas
October 16, 2023

METES AND BOUNDS DESCRIPTION

Fresno Road
Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of Tracts 63 and 64, Cinecue Park Subdivision, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found nail located at the centerline intersection of Fresno Road (30' R.O.W.) and Lowd Avenue (30' R.O.W.); **THENCE**, leaving said centerline intersection and along the centerline of Fresno Road, South $19^{\circ}00'00''$ West, a distance of 139.88 feet to a point; **THENCE**, leaving said centerline of Fresno Road, North $71^{\circ}00'00''$ West, a distance of 15.00 feet to a found iron rod at the westerly right-of-way line of Fresno Road and being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, along the westerly right-of-way line of Fresno Road, South $19^{\circ}00'00''$ West, a distance of 79.64 feet to a set nail for corner;

THENCE, leaving said westerly right-of-way line of Fresno Road, North $71^{\circ}00'00''$ West, a distance of 187.73 feet to a found pipe for corner at the common boundary line of Tracts 64 and 65;

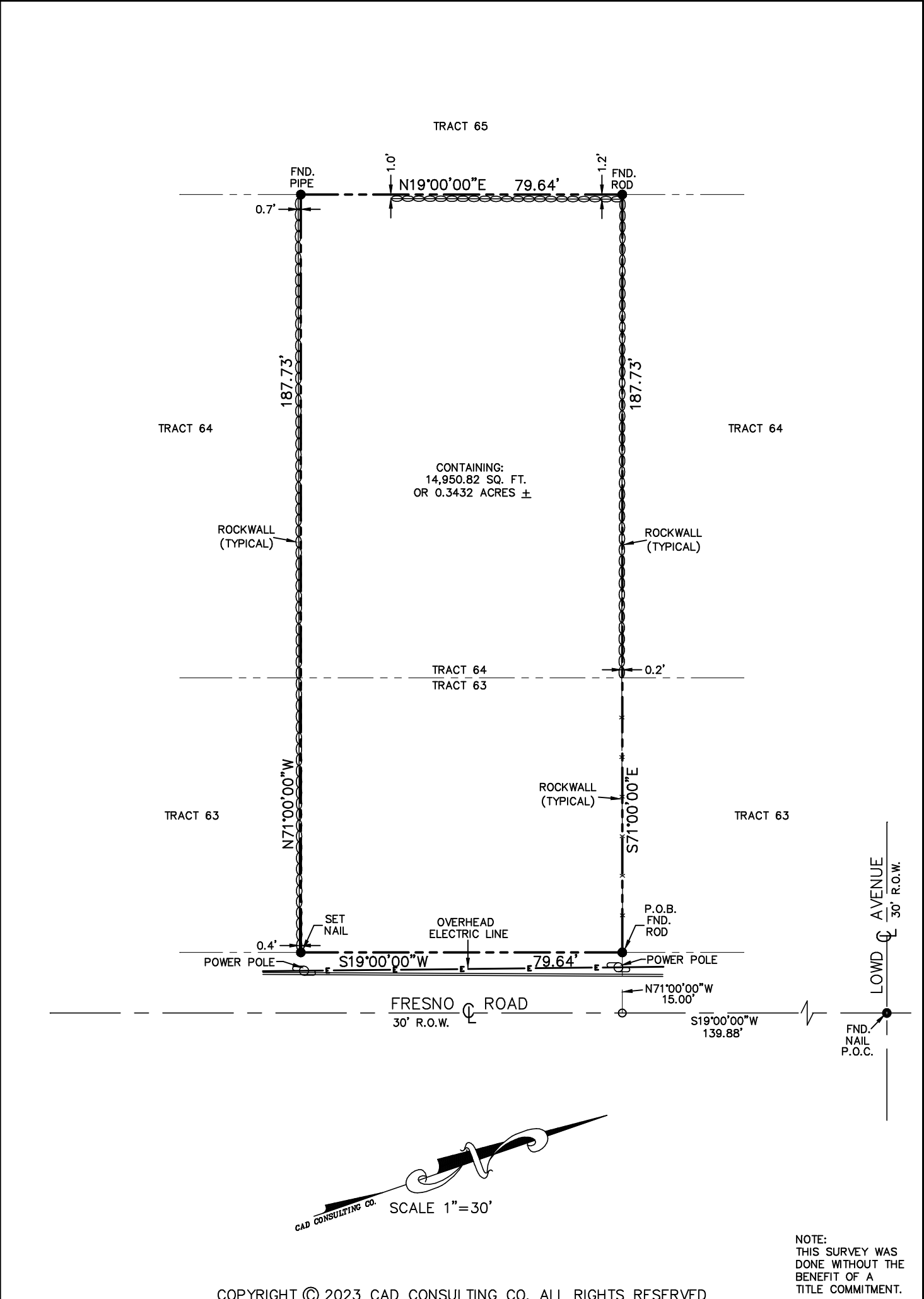
THENCE, along the common boundary line of Tracts 64 and 65, North $19^{\circ}00'00''$ East, a distance of 79.64 feet to a found iron rod for corner;

THENCE, leaving said common boundary line of Tracts 64 and 65, South $71^{\circ}00'00''$ East, a distance of 187.73 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 14,950.82 square feet or 0.3432 acres of land more or less.

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

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2023\23-2332_Fresno Road.wpd





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<div><div>CERTIFICATION</div><div>I HEREBY CERTIFY THAT THE FOR-GOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.</div><div>3950</div><div>CAD CONSULTING CO. SURVEYOR</div><div>CARLOS M. JIMENEZ</div><div>R.P.L.S. No. 3950</div></div>	JOB # 23-2332 DATE: 10-16-2023 FIELD: JM OFFICE: EA FILE: NET:\ENRIQUE\2023\23-2332		
	LOCATED IN ZONE x PANEL # 480214-0044-C DATED 02-16-06		
	RECORDED IN VOLUME 7 PAGE 21 , PLAT RECORDS, EL PASO COUNTY, TX		
	FRESNO ROAD A PORTION OF TRACTS 63 AND 64 (SEE EXHIBIT "A") CINECUE PARK SUBDIVISION CITY OF EL PASO, EL PASO COUNTY, TEXAS		
FIRM# 10099300		CAD CONSULTING COMPANY 1790 LEE TREVINO DRIVE SUITE 309 EL PASO, TEXAS 79936 (915) 633-6422	

471 Fresno Drive

City Plan Commission — February 8, 2024

REZONING



CASE NUMBER: PZRZ23-00030
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: Jose Angel Avila and Jacqueline Avila
REPRESENTATIVE: Breanna Avila
LOCATION: 471 Fresno Drive (District 7)
PROPERTY AREA: 0.34 acres
REQUEST: Rezone from R-F (Ranch and Farm) to R-3 (Residential)
RELATED APPLICATIONS: None
PUBLIC INPUT: None as of February 1, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to R-3 (Residential) to allow for a single-family dwelling.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the residential districts in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-3, Post-War future land use designation.

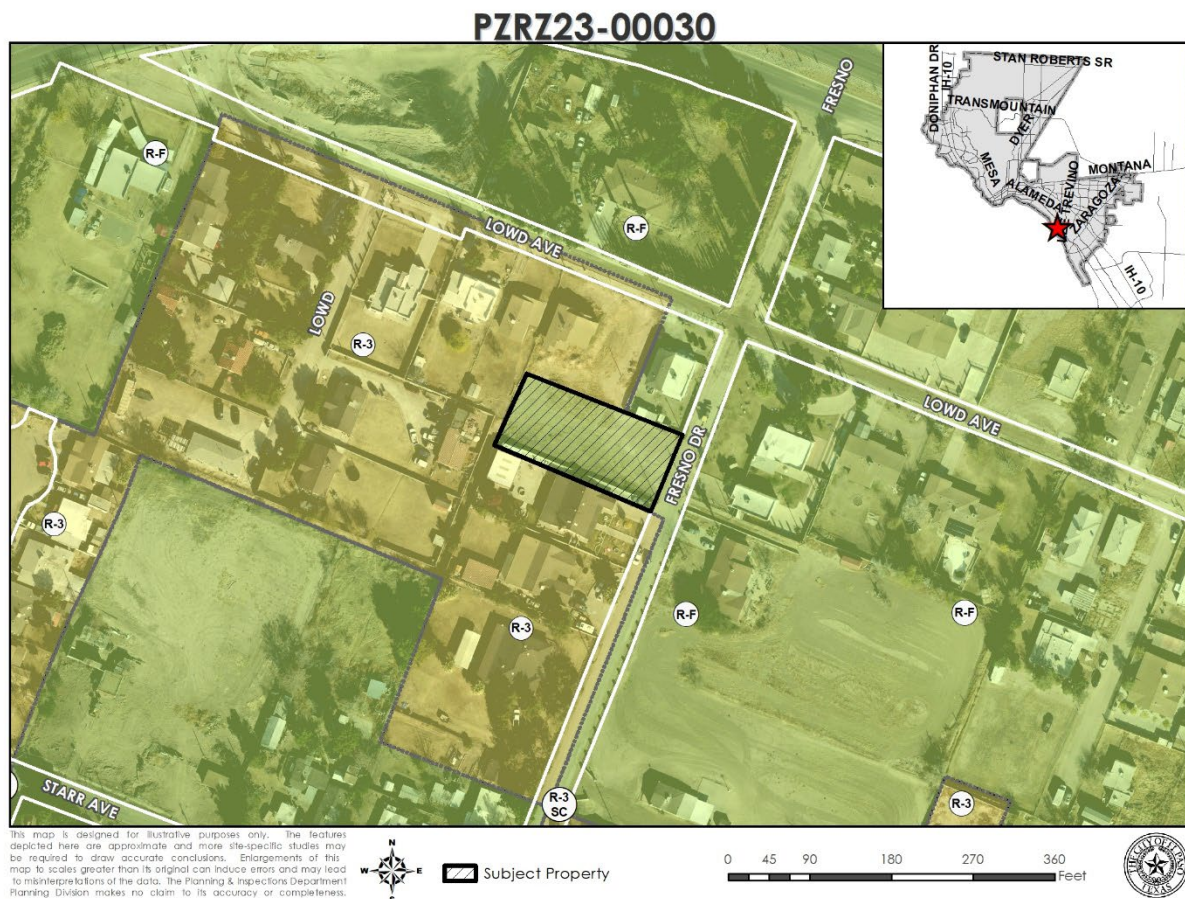


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to R-3 (Residential) to allow for a single-family dwelling. The size of the property is 0.34 acres and is currently vacant. The conceptual site plan shows a proposed single-family dwelling with access provided from Fresno Drive.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed single-family dwelling use and the proposed R-3 (Residential) district are compatible with the established character of the area and with adjacent single-family dwellings zoned R-3 (Residential) to the north, west and south, and with single-family dwellings zoned R-F (Ranch and Farm) to the north and east. The nearest school is Ysleta Pre-K Center, which is located 0.41 miles away, and the nearest park is J.P. Shawver Park, which is 0.77 miles from the subject property.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property and the proposed development meet the intent of the G-3, Post-War Future Land Use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>R-3 (Residential) District: The purpose of these districts is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	<p>Yes. The proposed single-family dwelling is consistent with residential uses in the neighborhood. The proposed development is within close proximity of other light density residential developments. The surrounding properties are single-family dwellings zoned R-F (Ranch and Farm) and R-3 (Residential).</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>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>None. There are no anticipated adverse impacts.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>None. The proposed rezoning 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>The area is stable with no rezonings within the last 10 years.</p>

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The R-F (Ranch and Farm) zoning designation is no longer suitable for the property. The lot may be unusable due to the size and not meeting the current zoning requirements.
---	--

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is from Fresno Drive, which is designated as a local street 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 Fresno Drive. There are at least two (2) bus stops within walkable distance (0.25 mile) of the subject property. The closest bus stop is 0.09 miles away along Yarbrough Drive.

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

PUBLIC COMMENT: The subject property is located within the boundaries of Corridor 20 Civic Association, Mission Valley Civic Association, and Save the Valley 21, which were notified of the rezoning request by the applicant. Public notices were mailed to property owners within 300 feet on January 26, 2024. As of February 1, 2024, the Planning Division has not received any communication in support or opposition to the request from the public.

CITY PLAN COMMISSION OPTIONS:

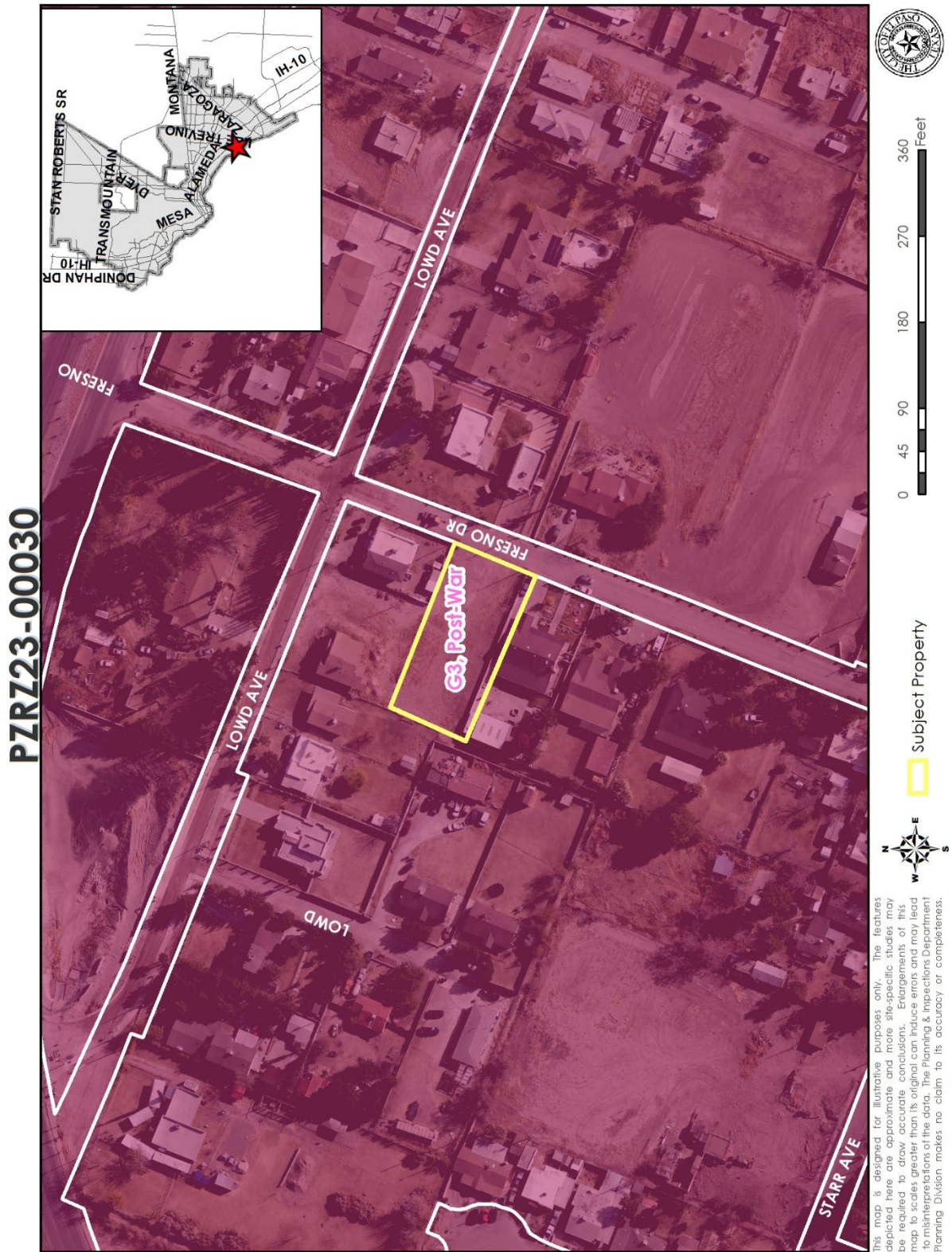
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

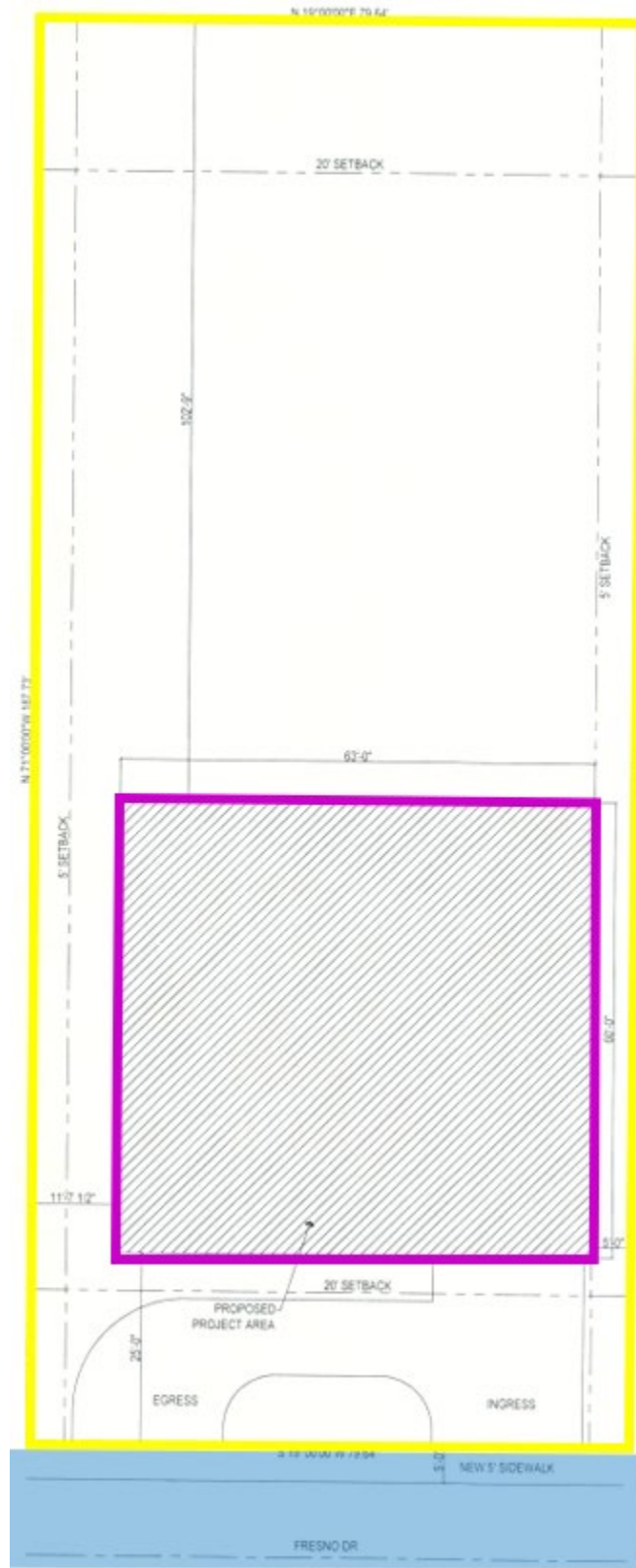
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1



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 residential districts in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-3, Post-War for the future land use designation.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature.

No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

1. Provide a 5' concrete sidewalk abutting the property line.
2. A portion of the property area will be in the Flood zone according to the future FEMA maps. Meaning; that according to current maps from FEMA, the property is NOT in the flood zone area, but a portion of the property will be in the flood zone area in the future when new maps become effective. The comment is just to inform you so that you are aware of the changes that will happen and are prepared for when those changes are made.

Note: Comments to be addressed at permitting stage.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

1. No objections to rezoning
2. 5 feet sidewalk and driveway need to be ADA compliant.

Note: Comments to be addressed at permitting stage.

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 extending along Fresno Drive. The water main is located approximately 12-ft south of the northern right-of-way. This main is available for service.

Previous water pressure readings from fire hydrant #01423 located at 8141 Lowd., have yielded a static pressure of 108 pounds per square inch, a residual pressure of 76 pounds per square inch, and a discharge flow of 1,138 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 3/4-inch water meter serving the subject property. The service address for this meter is 485 Fresno Drive.

Sanitary Sewer

There is an existing 8-inch diameter sanitary sewer main extending along Fresno Drive. The sanitary sewer main is located approximately 14-ft west of the eastern right-of-way. This main is available for main extension.

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.

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.

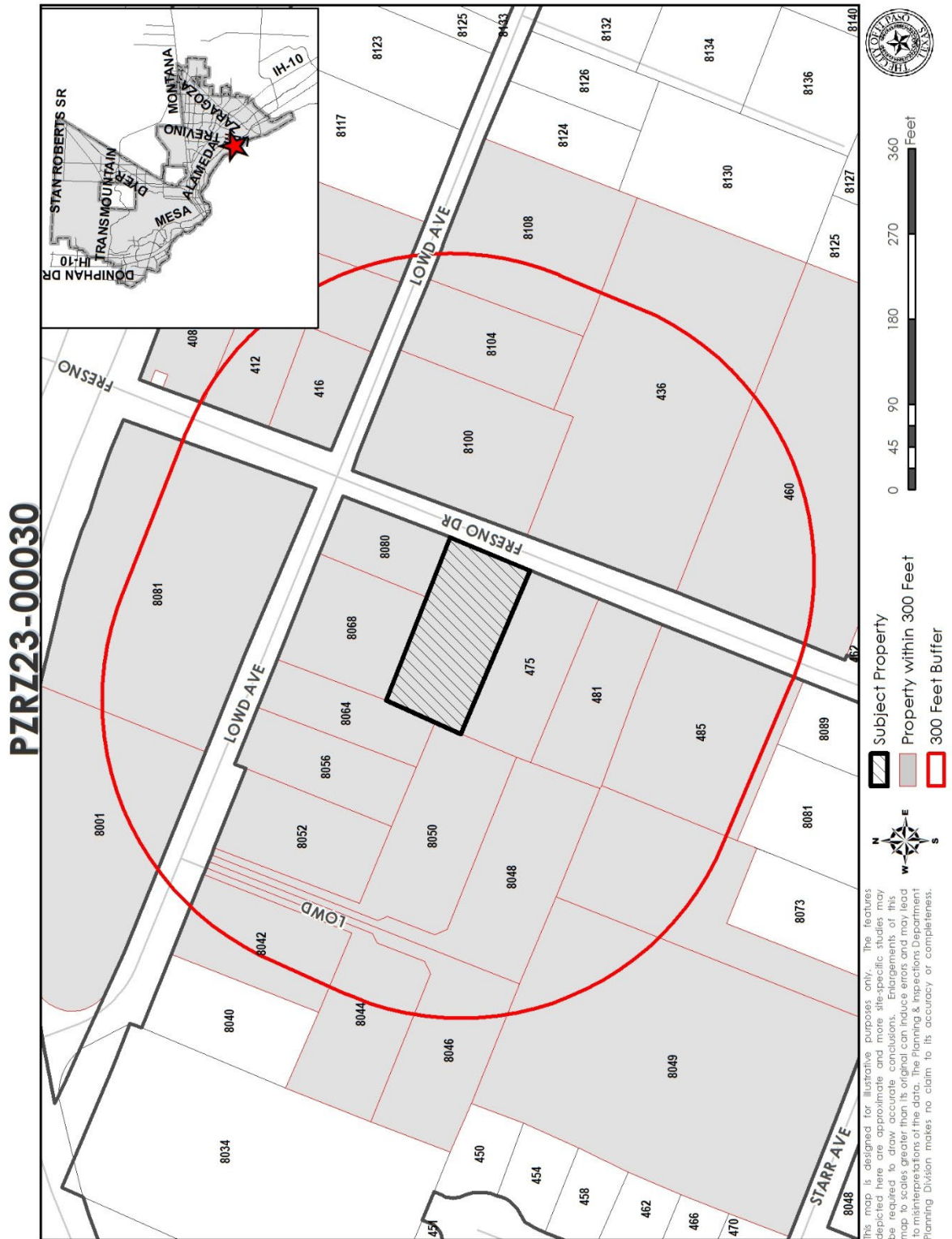
Texas Gas Service

No objections.

911 District

No comments/concerns regarding this re-zoning

ATTACHMENT 4



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

Introduction:

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- "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 José Ángel Avila

Business Name Ara Contractors LLC

Agenda Item Type _____

Relevant Department _____

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

☒

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


OR

☐

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

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

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

Signature:  Date: 3/25/2024



Legislation Text

File #: 24-507, 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 Attorney's Office, Karla M. Nieman, (915) 212-0049

AGENDA LANGUAGE:

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

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), to amend Section 2.92.020 Definition of Candidate and 2.92.080(E) to include a requirement for candidates to provide notice of contributions of \$500 or more for notation on the City Council Agenda in the same manner as Members of City Council.

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

DEPARTMENT: City Attorney's Office

AGENDA DATE: April 9, 2024

PUBLIC HEARING DATE: April 23, 2024

CONTACT PERSON NAME AND PHONE NUMBER: Karla M. Nieman (915) 212-1115

DISTRICT(S) AFFECTED: All District

STRATEGIC GOAL: Goal 6

SUBGOAL: 6.8 Support Transparent and Inclusive Government

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.

Approval of an ordinance amendment to Chapter 2.92 Ethics to clarify the definition of a candidate and to require candidates to provide notice of contributions of \$500 or more for notation on the City Council agenda in the same manner as members of 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?

The current definition of Candidate is too narrow and needs to include the various methods and means by which persons can become a municipal candidate. Council directed the City Attorney to amend the ethics ordinance to require candidates who are not currently on Council to also report campaign contributions via notation on City Council agendas.

PRIOR COUNCIL ACTION:

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

February 13, 2024 Item 27

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:



Karla M. Nieman City Attorney

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.92 (ETHICS), TO AMEND SECTION 2.92.020 DEFINITION OF CANDIDATE AND 2.92.080(E) TO INCLUDE A REQUIREMENT FOR CANDIDATES TO PROVIDE NOTICE OF CONTRIBUTIONS OF \$500 OR MORE FOR NOTATION ON THE CITY COUNCIL AGENDA IN THE SAME MANNER AS MEMBERS OF CITY COUNCIL

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

SECTION 1. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.020 (Definitions), Subsection 2.92.020(3) be amended to clarify the definition of Candidate to read as follow:

3. “Candidate” means a person who knowingly and willingly takes affirmative action for the purpose of gaining nomination or election to public office or for the purpose of satisfying financial obligations incurred by the person in connection with the campaign for nomination or election for an elected office of the City of El Paso. Examples of affirmative action include:

(A) the filing of a campaign treasurer appointment, except that the filing does not constitute candidacy or an announcement of candidacy for the purposes of the automatic resignation provisions of Article XVI, Section 65, or Article XI, Section 11, of the Texas Constitution;

(B) the filing of an application for a place on the ballot;

(C) the filing of a declaration of intent to become a candidate or a declaration of write-in candidacy;

(D) the making of a public announcement of a definite intent to run for public office in a particular election, regardless of whether the specific office is mentioned in the announcement;

(E) before a public announcement of intent, the making of a statement of definite intent to run for public office and the soliciting of support by letter or other mode of communication;

(F) the soliciting or accepting of a campaign contribution or the making of a campaign expenditure;

ORDINANCE NO. _____

All references to candidate shall include the candidate's principal campaign committee, whether or not the candidate acts as treasurer for reporting purposes. Candidate shall not include a city official or employee who is a candidate for any other elected office.

SECTION 2. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.080(E) (Disclosure of Campaign Contributions and Donations) is hereby amended to read as follows:

2.92.080 - Disclosure of campaign contributions and donations

E. A member of the city council, or any candidate accepts a campaign contribution from a contributor of five hundred dollars or more, shall report the amount and the donor by an item for notation on the consent agenda of a city council meeting within thirty days of the date of such contribution by submitting a memo to the City Clerk no later than noon on the Wednesday one week prior to the relevant City Council Meeting.

SECTION 3. All other provisions of the El Paso City Code remain in full force and effect.

ADOPTED this _____ day of _____, 2024.


THE CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

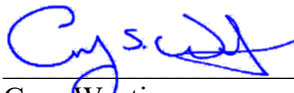
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



Cary Westin
City Manager

ORDINANCE NO. _____

HQ2024-2374-City Attorney | TRAN-513677 | KHK
Redline- City Code Chapter 2.92.080(E)

REDLINE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.92 (ETHICS), TO AMEND SECTION 2.92.020 DEFINITION OF CANDIDATE AND 2.92.080(E) TO INCLUDE A REQUIREMENT FOR CANDIDATES TO PROVIDE NOTICE OF CONTRIBUTIONS OF \$500 OR MORE FOR NOTATION ON THE CITY COUNCIL AGENDA IN THE SAME MANNER AS MEMBERS OF CITY COUNCIL

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

SECTION 1. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.020 (Definitions), Subsection 2.92.020(3) be amended to clarify the definition of Candidate to read as follow:

3. "Candidate" means a ~~candidate~~ person who knowingly and willingly takes affirmative action for the purpose of gaining nomination or election to public office or for the purpose of satisfying financial obligations incurred by the person in connection with the campaign for nomination or election for an elected office of the City of El Paso. Examples of affirmative action include:

(A) the filing of a campaign treasurer appointment, except that the filing does not constitute candidacy or an announcement of candidacy for the purposes of the automatic resignation provisions of Article XVI, Section 65, or Article XI, Section 11, of the Texas Constitution;

(B) the filing of an application for a place on the ballot;

(C) the filing of a declaration of intent to become a candidate or a declaration of write-in candidacy;

(D) the making of a public announcement of a definite intent to run for public office in a particular election, regardless of whether the specific office is mentioned in the announcement;

(E) before a public announcement of intent, the making of a statement of definite intent to run for public office and the soliciting of support by letter or other mode of communication;

(F) the soliciting or accepting of a campaign contribution or the making of a campaign expenditure;

ORDINANCE NO. _____

All references to candidate shall include the candidate's principal campaign committee, whether or not the candidate acts as treasurer for reporting purposes. Candidate shall not include a city official or employee who is a candidate for any other elected office.

SECTION 2. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.080(E) (Disclosure of Campaign Contributions and Donations) is hereby amended to read as follows:

2.92.080 - Disclosure of campaign contributions and donations

E. ~~If~~ A member of the city council, or any candidate accepts a campaign contribution from a contributor of five hundred dollars or more, ~~he~~ shall report the amount and the donor by an item for notation on the consent agenda of a city council meeting within thirty days of the date of such contribution by submitting a memo to the City Clerk no later than noon on the Wednesday one week prior to the relevant City Council Meeting.

SECTION 3. All other provisions of the El Paso City Code remain in full force and effect.

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Karla M. Nieman
City Attorney

Cary Westin
City Manager

ORDINANCE NO. _____

HQ2024-2374-City Attorney | TRAN-513677 | KHK
Redline- City Code Chapter 2.92.080(E)



Legislation Text

File #: 24-433, 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, 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 City Manager to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Consor Engineers, LLC, a Florida, USA, Foreign Limited Liability Company authorized to transact business in Texas, for a project known as "PROJECT MANAGEMENT SERVICES FOR THE EL PASO PUBLIC SAFETY AND FIRE DEPARTMENT HEADQUARTERS & MAINTENANCE AND LOGISTICS CENTER PROJECT" for an amount not to exceed \$3,654,641.62; And that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$3,754,641.62; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

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

AGENDA DATE: 04/19/2024

PUBLIC HEARING DATE: N/A

**CONTACT PERSON(S) NAME
AND PHONE NUMBER:** Yvette Hernandez, P.E., City Engineer
(915) 212-0065

DISTRICT(S) AFFECTED: All

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

SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Consor Engineers, LLC, a Florida, USA, Foreign Limited Liability Company authorized to transact business in Texas, for a project known as "PROJECT MANAGEMENT SERVICES FOR THE EL PASO PUBLIC SAFETY AND FIRE DEPARTMENT HEADQUARTERS & MAINTENANCE AND LOGISTICS CENTER PROJECT" for an amount not to exceed \$3,654,641.62; And that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$3,754,641.62; and That the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

This contract is for project management consulting services to supplement City resources in the project management, construction inspection, and commissioning of new public safety facilities to be located in northeast El Paso. These facilities include the following: Fire Department Administration Headquarters, Fire Vehicle Maintenance and Logistics Center, Fire Training Academy, Fire Apparatus and Vehicle Storage, Police Training Academy, indoor shooting range, a shared Emergency Vehicle Operations Center (EVOC) pad, running track, gymnasium, weight room and locker rooms. Supplemental facilities will consist of a residential fire training structure, commercial fire training structure, and a Hogan's Alley. In addition to these facilities, the overall site is to be developed for the future addition of a Behavioral Sciences and simulation facility, shared auditorium, police EVOC storage, a pool pavilion, and EVOC and fire outdoor classrooms. These facilities are being delivered via a Design-Build (DB) contracting strategy.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$3,654,641.62 - 2019 Public Safety Bond

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, P.E., City Engineer

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Consor Engineers, LLC, a Florida, USA, Foreign Limited Liability Company authorized to transact business in Texas, for a project known as “Project Management Services for the El Paso Public Safety and Fire Department Headquarters & Maintenance and Logistics Center Project ” for an amount not to exceed \$3,654,641.62;

That the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$3,754,641.62; and

That the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS _____ **DAY OF** _____ 2024.

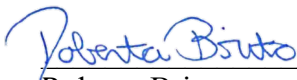
CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

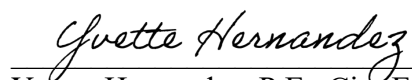
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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



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

CITY OF EL PASO A&E SELECTION SCORE SUMMARY

SOLICITATION #2023-0733R

Project Management Services for the El Paso Public Safety Facility Department Headquarters & Maintenance and Logistics Center Project

Consultant	Conсор Engineers LLC	JMT Inc	Broaddus & Associates
Rater 1	58	48	54
Rater 2	62	62	61
Rater 3	68	58	50
Total rater scores	188	168	165
References	9	6	6
Overall Score	197	174	171

Rankings:	Consultant
1	Conсор Engineers LLC
2	JMT Inc
3	Broaddus & Associates

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2024 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Consor Engineers, LLC, a Florida, USA, Foreign Limited Liability Company authorized to transact business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “Project Management Services for the El Paso Public Safety and Fire Department Headquarters & Maintenance and Logistics Center Project”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed \$3,654,641.62 for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT’S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

3.3 CONSULTANT’S INVOICES. The Consultant shall bill the Owner on a monthly basis, through written invoices pursuant to **Attachment “D”**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant’s fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the construction budget is \$74,500,000.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to provide construction administration and inspection support and to serve as the Owner’s representative for the overview of the design and construction of the Project, which includes the review of drawings and specifications such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount.. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence

\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant’s sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment “F”.

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant’s obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to

submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the

Regulations.

- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and

design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

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

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

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

To the Owner: The City of El Paso
 Attn: City Manager
 P. O. Box 1890
 El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
 Attn: City Engineer
 P. O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: CONSOR ENGINEERS, LLC
 Attn: Raymond Wells
 1501 N MESA STREET, SUITE 200
 EL PASO, TEXAS 79902

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

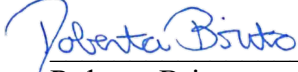
7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

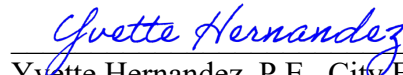
Cary Westin
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

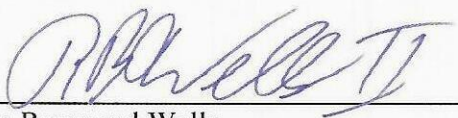
This instrument was acknowledged before me on this _____ day of _____, 2024,
by **Cary Westin**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

CONSULTANT:

By: 
Name: Raymond Wells
Title: Executive Vice President

ACKNOWLEDGEMENT

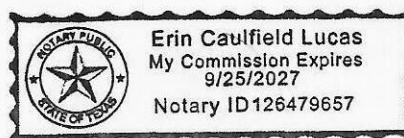
THE STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this 08 day of March, 2024,
by Raymond Wells, Executive Vice President, on behalf of Consultant.


Notary Public, State of Texas

My commission expires:

9/25/2027



**ATTACHMENT “A”
SCOPE OF SERVICES**

SECTION II – SCOPE OF SERVICES

The construction management firm Services will include but are not limited to the following:

Services during Planning and Design phase

- Serve as the Owner's representative for design & construction; review drawings and specifications. Identify and make recommendations for approaches deviating from design documents, specifications and standards Coordinate and participate in design review meetings.
- Ensure that the design firm on the Design-Build Team implements appropriate quality control procedures during planning and design phases.
- project schedules and budgets analysis management
- Meet with DB consultants and user department(s) and other stakeholders to define project requirements and develop project charters.
- Ensure DB develops and monitors a project risk management plan that identifies risks to successful completion of the project scope on time and within budget.
- Ensure DB develop and implement a project Quality Assurance/Quality Control Plan.
- Coordinate and participate in project progress and review meetings minutes along with maintain a log of all meetings, site visits or discussions held in conjunction with the work of the project
- Assist the Owner and DB with public outreach, attend community meetings, and assist the City with responses to citizen/media inquiries.
- Coordinate with DB the review of project planning documents, reports, studies, surveys, and design plans and specifications and resolution of user group and utility provider comments.
- Review and validate construction cost estimates prepared by Design Build Team.
- Review and evaluate value-engineering recommendations with the Owner and user groups to ensure all project requirements and schedules can be met.
- Review constructability of design alternatives, and recommend appropriate alternative; coordinate reviews as appropriate with design consultant(s) and user groups.
- Perform project and contract administration and progress reporting.
- Review and recommend actions for DB invoices and change order requests.
- Establish and maintain project records; develop responses for public records requests and requests from City Council Representatives.
- Control access to Security Sensitive Information

Construction

- Serve as the Owner's representative for construction management. Maintain a management team on the project site(s) and provide daily oversight of the construction contractor (s) to enforce performance and adherence to contract.
- Administer all phases of construction from on-site mobilization, submittal reviews and logs, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements.
- Ensure compliance with plans and specifications and the City of El Paso's Capital Improvement Department Construction Document Guidelines.
- Utilize a web-based document management system acceptable to the owner.
- Stakeholder coordination during construction, including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation.
- Ensure timely responses to contractor inquiries as required from project stakeholders.
- Perform pre-construction/readiness reviews; attend and document construction progress meetings.
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance.
- Coordinate access, security, and construction with user groups.
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation.
- Review monthly progress payment applications request for completeness and accuracy including proper payroll documentation and lien of releases are in order and make recommendation for payment to the Owner.
- Report construction contractor(s)'s compliance with requirements for the construction schedule, including updating, revising, and development/implementation of recovery schedules, if necessary.
- Negotiate change orders, estimate cost of work.
- Provide status reports.
- Maintain records of change order, correspondence, submittals, ASIs and Requests for Proposal/Information (RFP/RFI) logs.
- Maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required.
- Review value engineering recommendations provided by DB Team and provide recommendations to the Owner
- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects.
- Coordinate with contractor(s) training of Owner and user Department's staff on systems operations and any applicable special trainings
- Assist the Owner with closeout documentation, including review and monitor of all as-built drawings, operations and maintenance manuals, warranties and other closeout documentations and materials to ensure that all contract requirements are met and information provided is accurate.
- Perform substantial and final completion walkthrough with DB Team, User Departments, CID and all applicable parties as well as development and updating of a master punch list, and review remediation or resolution of all items.
- Manage and ensure that building commissioning requirements are fulfilled in a timely manner by commissioning Agents.
- Prepare final accounting reports for financial closeout of the project

Inspections

- Provide sufficient inspector (s) during construction to perform daily construction inspections; develop and maintain daily reports, and quality oversight
- Issue observation reports to the Owner and DB Team, noting conditions non-compliance, with proper references to detailed drawings and specifications sections
- Monitor project phasing and traffic control plans and ensure compliance with approved safety standards and follows the approved traffic control plan
- Attend to pre-installation meetings and regulatory on/off site construction meetings
- Monitor and document the storm water pollution prevention plan (SWPPP) best management practices and posted notifications
- Monitor construction safety and implementation of the contractor(s) safety program and maintain alertness for any security threats
- Conduct monthly interviews and submission to CID contact compliance Department
- coordinate materials testing and verify acceptability of test results to ensure full compliance with plans and specifications (as applicable to project)
- Review contractor(s)'s safety program and monitor compliance by on site personnel
- Check on-site construction grade levels with surveying instruments or laser beam to ensure compliance with plans and specifications. A professional certification is not required.
- Assist CID for project closeout with regulatory agencies and public utilities, including coordination of final testing, documentation and final inspections
- Monitor punch list and confirm completion of deficiencies
- Conduct irrigation pressure tests

Commissioning Services

- Provide and maintaining a commissioning plan throughout the entire project
- Building commissioning during the design phase including complete review of drawings and specifications and advise the Owner of any design concerns during design.
- 3.1.3.1.3: Verify there is a requirement for a credentialed commissioning authority.
- 3.1.3.2.1.1: Commissioning of the HVAC system and controls
- 3.1.3.2.1.5: Commissioning of the plumbing system
- 3.1.3.2.1.6: Commissioning of electrical system (power)
- 3.1.3.2.1.8: Commissioning of building automation system
- 3.1.3.2.3: Verify the commissioning process is in the project specifications
- 3.1.3.3.1: Verify training requirements are in the construction documents and that training occurs
- 3.1.3.4.1: Develop O&M manual
- Develop and implement commissioning objectives, testing, reports, and meetings.
- Confirmation that constructed building systems meet operational design specifications and perform interactively in accordance with contract documents and owner objectives.
- Create and maintain effective electronic or web-based documents, plans and log for conducting field observations, verifications and operations for the buildings system completion.
- Documentation deliverables including preliminary commissioning report, final commissioning report and O&M manual.
- Building commissioning during the warranty period of the project

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

	SUBTOTALS	CONSOR Engineers, LLC	BATH	Dryland
PROJECT MANAGEMENT	\$ 291,345.40	\$ 291,345.40		
SCHEDULE REVIEWS	\$ 97,958.50	\$ 97,958.50		
INSPECTION & DOCUMENTATION	\$ 1,339,310.20	\$ 1,339,310.20		
PROJECT ENGINEERING	\$ 816,259.40	\$ 816,259.40		
FINAL DOCUMENTATION	\$ 324,568.12	\$ 324,568.12		
Other Direct Expense	\$ 246,360.00	\$ 246,360.00		
SUB CONSULTANTS	\$ 538,840.00		\$ 441,660.00	\$ 97,180.00
GRAND TOTALS * SEE ASSUMPTIONS	\$ 3,654,641.62	\$ 3,115,801.62	\$ 441,660.00	\$ 97,180.00

Office Personnel															
TASK DESCRIPTION		Project Manager	Principle (Vice President)	Project Engineer (Senior)	Engineer (Design)	Engineer in Training	Records Keeper	Project Control Senior	Scheduler III	Admin/Clerk	Field Rep III	Field Rep II	Field Rep I	TOTAL HOURS	TOTAL COSTS
PROJECT MANAGEMENT		\$ 245.23	\$ 346.20	\$ 159.96	\$ 124.06	\$ 121.17	\$ 100.98	\$ 173.10	\$ 132.94	\$ 80.78	\$ 123.05	\$ 108.77	\$ 77.34		
- Directing and Coordinating Team Activities														0	\$ -
- Prepare Monthly Progress Reports														0	\$ -
- Progress Meeting														0	\$ -
- Prepare and Distribute Meeting Minutes														0	\$ -
- Prepare, Distribute, and File both Written and Electronic Correspondence														0	\$ -
Subtotal Labor Hours		1000	10	100		20	0	0		300	0	0	0	1430	
LABOR COST		\$ 245,230.00	\$ 3,462.00	\$ 15,996.00	\$ -	\$ 2,423.40	\$ -	\$ -	\$ -	\$ 24,234.00	\$ -	\$ -	\$ -		\$ 291,345.40
SCHEDULE REVIEWS															
• Work Schedule Review and Monitoring														0	\$ -
• Analyze Contractor's Critical Path Method (CPM) /Recommendations														0	\$ -
Subtotal Labor Hours		150	0	50					400	0				600	
LABOR COST		\$ 36,784.50	\$ -	\$ 7,998.00	\$ -	\$ -	\$ -	\$ -	\$ 53,176.00	\$ -	\$ -	\$ -	\$ -		\$ 97,958.50
INSPECTION & DOCUMENTATION														0	
- Inspection and Verification of Work Incorporated into the Project														0	\$ -
- Maintain Project Records														0	\$ -
- Verification of Required Documentation														0	\$ -
- Monthly Pay Applications														0	\$ -
Subtotal Labor Hours			0	50	0	20	1500	408	1000	0	3150	3150	3150	12428	
LABOR COST		\$ -	\$ -	\$ 7,998.00	\$ -	\$ 2,423.40	\$ 151,470.00	\$ 70,624.80	\$ 132,940.00	\$ -	\$ 387,607.50	\$ 342,625.50	\$ 243,621.00		\$ 1,339,310.20
PROJECT ENGINEERING															
1. Change Orders														0	\$ -
2. Submittal, RFI, Documentation Tracking Procure/Sharepoint														0	\$ -
Subtotal Labor Hours		1000	0	100	2000	20	1500	500	500	0				5620	
LABOR COST		\$ 245,230.00	\$ -	\$ 15,996.00	\$ 248,120.00	\$ 2,423.40	\$ 151,470.00	\$ 86,550.00	\$ 66,470.00	\$ -	\$ -	\$ -	\$ -		\$ 816,259.40
FINAL DOCUMENTATION														0	
- Punch List														0	\$ -
- Verify Punch List Completion														0	\$ -
Subtotal Labor Hours		0	0	0	0	20		0	0	0	1042	1042	1042	3146	
LABOR COST		\$ -	\$ -	\$ -	\$ -	\$ 2,423.40	\$ -	\$ -	\$ -	\$ -	\$ 128,218.10	\$ 113,338.34	\$ 80,588.28		\$ 324,588.12
TOTAL LABOR HOURS		2,150	10	300	2,000	80	3,000	908	1,900	300	4,192	4,192	4,192	23,224	
TOTAL LABOR COST		\$ 527,244.50	\$ 3,462.00	\$ 47,988.00	\$ 248,120.00	\$ 9,693.60	\$ 302,940.00	\$ 157,174.80	\$ 252,586.00	\$ 24,234.00	\$ 515,825.60	\$ 455,963.84	\$ 324,209.28		\$ 2,869,441.62
SUMMARY															
TOTAL LABOR COSTS															
\$2,869,441.62															
TOTAL OTHER DIRECT EXPENSES															
\$246,360.00															
GRAND TOTAL															
\$3,115,801.62															

Direct Labor			Loaded Years 1 and 2		Loaded Years 3 and 4		Loaded Years 5 and 6	
Labor/Job Classification	Years of Experience	Final Rate	Office	Field	Office	Field	Office	Field
Project Manager - CEI	10+	\$ 85.00	\$ 245.23	\$ 209.18	\$ 255.03	\$ 217.55	\$ 265.24	\$ 226.25
Principle (Vice President or above)	20+	\$ 120.00	\$ 346.20	\$ 295.32	\$ 360.05	\$ 307.13	\$ 374.45	\$ 319.41
Project Engineer (Senior)	15+	\$ 65.00	\$ 187.53	\$ 159.96	\$ 195.03	\$ 166.36	\$ 202.83	\$ 173.02
Engineer (Project) (Utility)	10 to 15	\$ 60.00	\$ 173.10	\$ 147.66	\$ 180.02	\$ 153.56	\$ 187.23	\$ 159.71
Engineer (Design)	5 to 10	\$ 43.00	\$ 124.06	\$ 105.82	\$ 129.02	\$ 110.05	\$ 134.18	\$ 114.46
Engineer-In-Training	2 to 5	\$ 42.00	\$ 121.17	\$ 103.36	\$ 126.02	\$ 107.50	\$ 131.06	\$ 111.80
Engineer Technician	5 to 15	\$ 40.00	\$ 115.40	\$ 98.44	\$ 120.02	\$ 102.38	\$ 124.82	\$ 106.47
CADD Operator - Senior	15+	\$ 45.00	\$ 129.83	\$ 110.74	\$ 135.02	\$ 115.17	\$ 140.42	\$ 119.78
CADD Operator	5 to 15	\$ 35.00	\$ 100.98	\$ 86.13	\$ 105.01	\$ 89.58	\$ 109.21	\$ 93.16
Public Involvement Officer - Senior	15+	\$ 65.00	\$ 187.53	\$ 159.96	\$ 195.03	\$ 166.36	\$ 202.83	\$ 173.02
Field Representative IV	15+	\$ 60.00	\$ 173.10	\$ 147.66	\$ 180.02	\$ 153.56	\$ 187.23	\$ 159.71
Field Representative III	10 to 15	\$ 50.00	\$ 144.25	\$ 123.05	\$ 150.02	\$ 127.97	\$ 156.02	\$ 133.09
Field Representative II	5 to 10	\$ 45.00	\$ 129.83	\$ 108.77	\$ 135.02	\$ 115.17	\$ 140.42	\$ 119.78
Field Representative I	0 to 5	\$ 32.00	\$ 92.32	\$ 77.34	\$ 96.01	\$ 81.90	\$ 99.85	\$ 85.18
Project Control Specialist - Senior	15+	\$ 60.00	\$ 173.10	\$ 147.66	\$ 180.02	\$ 153.56	\$ 187.23	\$ 159.71
Records Keeper		\$ 35.00	\$ 100.98	\$ 86.13	\$ 105.01	\$ 89.58	\$ 109.21	\$ 93.16
Scheduler - Senior	15+	\$ 88.00	\$ 253.88	\$ 216.57	\$ 264.04	\$ 225.23	\$ 274.60	\$ 234.24
Scheduler - IV	10+	\$ 55.00	\$ 158.68	\$ 135.35	\$ 165.02	\$ 140.77	\$ 171.62	\$ 146.40
Utilities Coordinator - Senior	15+	\$ 50.00	\$ 144.25	\$ 123.05	\$ 150.02	\$ 127.97	\$ 156.02	\$ 133.09
Administrative/Clerical		\$ 28.00	\$ 80.78	\$ 68.91	\$ 84.01	\$ 71.66	\$ 87.37	\$ 74.53
Overhead			157.59%	119.73%	157.59%	119.73%	157.59%	119.73%
Profit			12.00%	12.00%	12.00%	12.00%	12.00%	12.00%
Escalation					4.00%	4.00%	4.00%	4.00%

EXHIBIT D

OTHER DIRECT EXPENSES					
<u>Services To Be Provided</u>	<u>Unit</u>	<u>F (Fixed) / M (Max)</u>	<u>Unit Cost</u>	<u>Qty</u>	<u>Amount</u>
Travel					
Mileage	mile		\$0.65		\$0.00
Lodging/Hotel - Taxes and Fees	day/person		\$45.00		\$0.00
Lodging/Hotel (Taxes/fees not included)	day/person		\$98.00		\$0.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person		\$54.00		\$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		\$530.00		\$0.00
Construction					
Cylinder Molds	each	\$3.00			\$0.00
DML - Digital Measuring Instrument	each	\$200.00		-	\$0.00
Nuclear Density Gauge Equipment Charge	day	\$75.00			\$0.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (4 hours or less)	4 hours	\$70.00			\$0.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (More than 1 week, up to 1 month)	month		\$1,500.00	144.00	\$216,000.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (5 or less days)	day		\$125.00		\$0.00
Construction Truck 4x4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) (More than 1 week, up to 1 month)	month		\$1,800.00		\$0.00
Construction Truck 4X4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) (5 or less days)	day		\$175.00		\$0.00
Office Trailer Rental	each		\$750.00		\$0.00
Monthly Housing - This rate shall be used when an Apartment, House, or RV is rented. (Includes Apartment/House Rental or Rental of Lot at RV Park, Travel Trailer Expense, Utilities, & Taxes). The only receipt necessary for the reimbursement of this rate is for the Apartment, House, or RV Rental or Lot Rental. ONLY full-time staff who are in the field may use this rate. Use of this rate shall be substantiated by timesheets submitted for the full time personnel in the field. TxDOT does not reimburse personal or company owned RV or residence.	each/month		\$4000.00		\$0.00
PPE (Protective Equipment)	each/yr		\$250.00	12.00	\$3,000.00
Celluar Telephone & Data Plan	each/month		\$90.00	144.00	\$12,960.00
Computer/Laptop/Tablet rental and data plan	each/month		\$100.00	144.00	\$14,400.00
Air Card / Hot Spot	each/month		\$80.00		

TOTAL \$246,360.00

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**PROJECT MANAGEMENT SERVICES FOR THE EL PASO PUBLIC SAFETY AND FIRE DEPARTMENT HEADQUARTERS & MAINTENANCE AND LOGISTICS CENTER PROJECT** ” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.

The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all

bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “**PROJECT MANAGEMENT SERVICES FOR THE EL PASO PUBLIC SAFETY AND FIRE DEPARTMENT HEADQUARTERS & MAINTENANCE AND LOGISTICS CENTER PROJECT**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$3,654,641.62** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner’s fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges

are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

CONCEPT PHASE

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



CERTIFICATE OF LIABILITY INSURANCE

12/31/2023

DATE (MM/DD/YYYY)

11/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

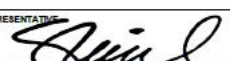
PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C No. Ext.): FAX (A/C No.): E-MAIL ADDRESS:																					
INSURED 1407115 Consor Engineers, LLC 3900 Leeds Ave, Ste 103 North Charleston SC 29405	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Continental Casualty Company</td> <td></td> <td>20443</td> </tr> <tr> <td>INSURER B: Great American Insurance Company</td> <td></td> <td>16691</td> </tr> <tr> <td>INSURER C: National Fire Insurance Co of Hartford</td> <td></td> <td>20478</td> </tr> <tr> <td>INSURER D: AXIS Surplus Insurance Company</td> <td></td> <td>26620</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: The Continental Casualty Company		20443	INSURER B: Great American Insurance Company		16691	INSURER C: National Fire Insurance Co of Hartford		20478	INSURER D: AXIS Surplus Insurance Company		26620	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 20034724 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	7036360752	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTOS <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY	Y	N	7036360766	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$	N	N	TUE 3274463 03	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7036465081 (AO5) 7036441749 (CA)	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional & Environmental Liability	N	N	EBZ634816/01/2022	12/31/2022	12/31/2023	\$10,000,000 per Claim \$10,000,000 Aggregate Deductible: \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Consor Project No. C232725TX.00 for Solicitation #2023-0733R for Project Management for El Paso Public Safety and Fire Department Headquarters & Maintenance and Logistics Center Project.
 City of El Paso is included as additional insured as required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER 20034724 City of El Paso 218 N Campbell, 2nd Floor El Paso TX 79901	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  <div style="float: right; font-size: 24pt; font-weight: bold;">731</div>
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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 _____

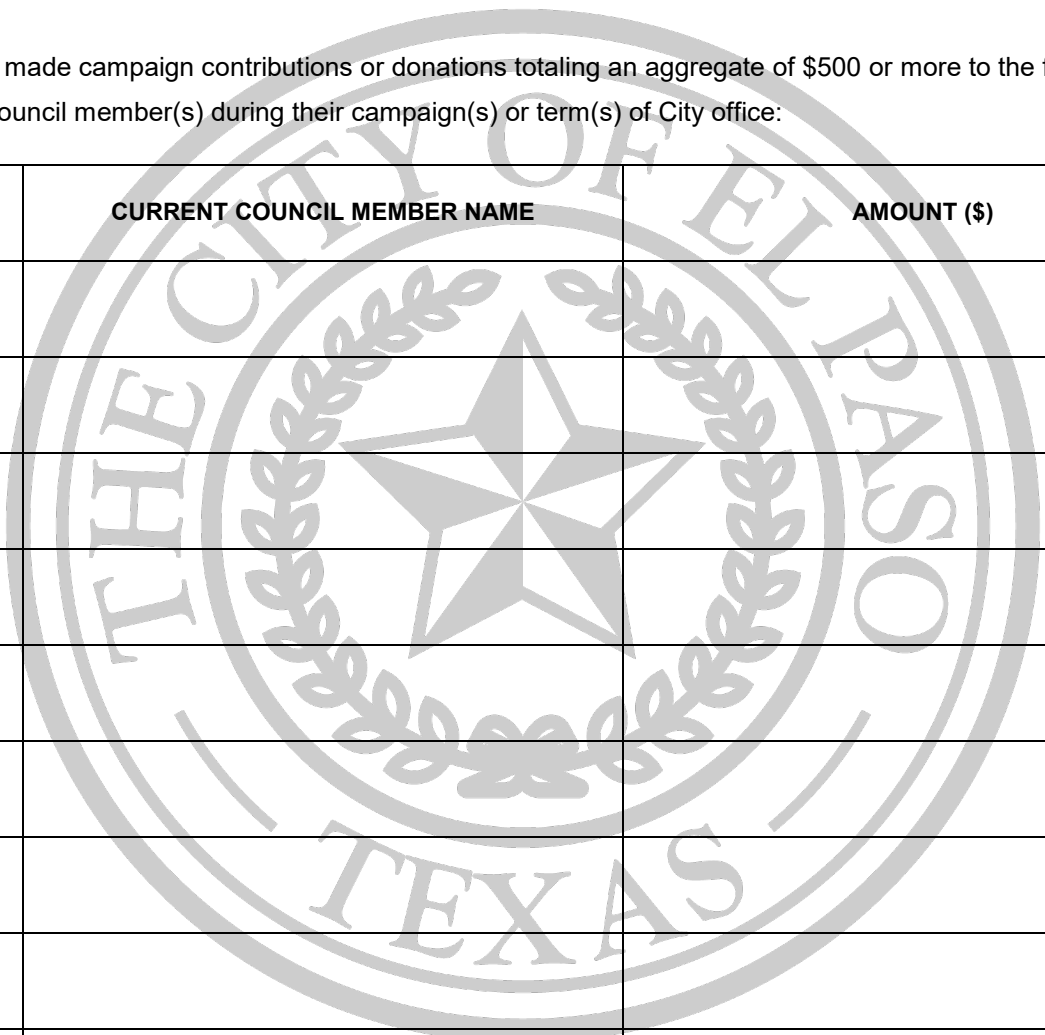
Relevant Department _____

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 #: 24-333, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 6

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

Planning and Inspections, Juan C. Naranjo, (915) 212-1604

AGENDA LANGUAGE:

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

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

Subject Property: South of Vista del Sol Dr. and West of Joe Battle Blvd.

Applicant: El Paso Vista HY RE, LLC, PZRZ23-00034

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

AGENDA DATE: March 12, 2024

PUBLIC HEARING DATE: April 9, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Juan C. Naranjo, (915) 212-1604

DISTRICT(S) AFFECTED: District 6

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Tracts 17C-174 and 17C-175, Section 8, Block 79, Township 3, Texas and Pacific Railway Company Survey, South of Vista del Sol Drive and West of Joe Battle Boulevard, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-3 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Vista del Sol Dr. and West of Joe Battle Blvd.

Applicant: El Paso Vista HY RE, LLC, PZRZ23-00034

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property to allow the use of automobiles (sales, service, storage and rental). City Plan Commission unanimously recommended 7-0 to approve the proposed rezoning on January 25, 2024. As of February 27, 2024, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: *Kevin Smith* for Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACTS 17C-174 AND 17C-175, SECTION 8, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, SOUTH OF VISTA DEL SOL DRIVE AND WEST OF JOE BATTLE BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a portion of Tracts 17C-174 and 17C-175, Section 8, Block 79, Township 3, Texas and Pacific Railway Company Survey, South of Vista del Sol Drive and West of Joe Battle Boulevard located in the City of El Paso, El Paso County, Texas, and more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-3 (Residential)** to **C-3 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, **2024.**

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ23-00034

EXHIBIT "A"

Prepared for: Hyundai
August 31, 2023.

METES AND BOUNDS DESCRIPTION

Description of a parcel of Land being a portion of Tracts 17C-174 and 17C-175, Section 8, Block 79, Township 3, Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas; and being more particularly described by metes and bounds as follows:

Commencing for reference an existing brass disk City Monument at the centerline intersection of Vista Del Sol Dr. (120' R.O.W.) and Bob Hope Dr. (90' R.O.W.), from which at an existing brass disk City Monument at the point of curve centerline of Bob Hope Dr. bears South 01°21'16" East a distance of 429.62 feet; Thence leaving said centerline intersection, North 75°59'44" West a distance of 488.97 feet to a set ½" rebar with cap marked TX.5152 for the "TRUE POINT OF BEGINNING".

Thence, North 02°27'51" East a distance of 65.69 feet to a found ½" rebar on the southerly right of way line of Vista Del Sol Rd.;

Thence, along said right of way line 317.59 feet along the arc of a curve to the right whose radius is 1199.98 feet whose interior angle is 15°09'51" whose chord bears, North 84°51'50" East a distance of 316.67 feet to a found 5/8" rebar with cap marked KHA on the westerly right of way line of Joe Battle Blvd. (Loop 375);

Thence along said right of way line, South 44°28'29 East a distance 102.07 feet to a found 5/8" rebar with cap marked KHA;

Thence along said right of way line, South 00°30'22 East a distance 42.64 feet to a set ½" rebar with cap marked TX. 5152 on the westerly right of way line of Joe Battle Blvd. (Loop 375);

Thence leaving said right of way line, North 86°50'26" West a distance of 389.95 feet to the "TRUE POINT OF BEGINNING" and containing 35,780 square feet or 0.8214 acres of land more or less.

Note: A drawing of even date accompanies this description.


Ron R. Conde
R.P.L.S. No 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

PLAT OF SURVEY

BEING A PORTION OF TRACTS 17C-174 AND 17C-175, BLOCK 79,
TOWNSHIP 3, SECTION 8, TEXAS AND PACIFIC SURVEY,
CITY OF EL PASO, PASO COUNTY, TEXAS

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	1199.98'	317.59'	156.73'	316.67'	N84°51'50"E

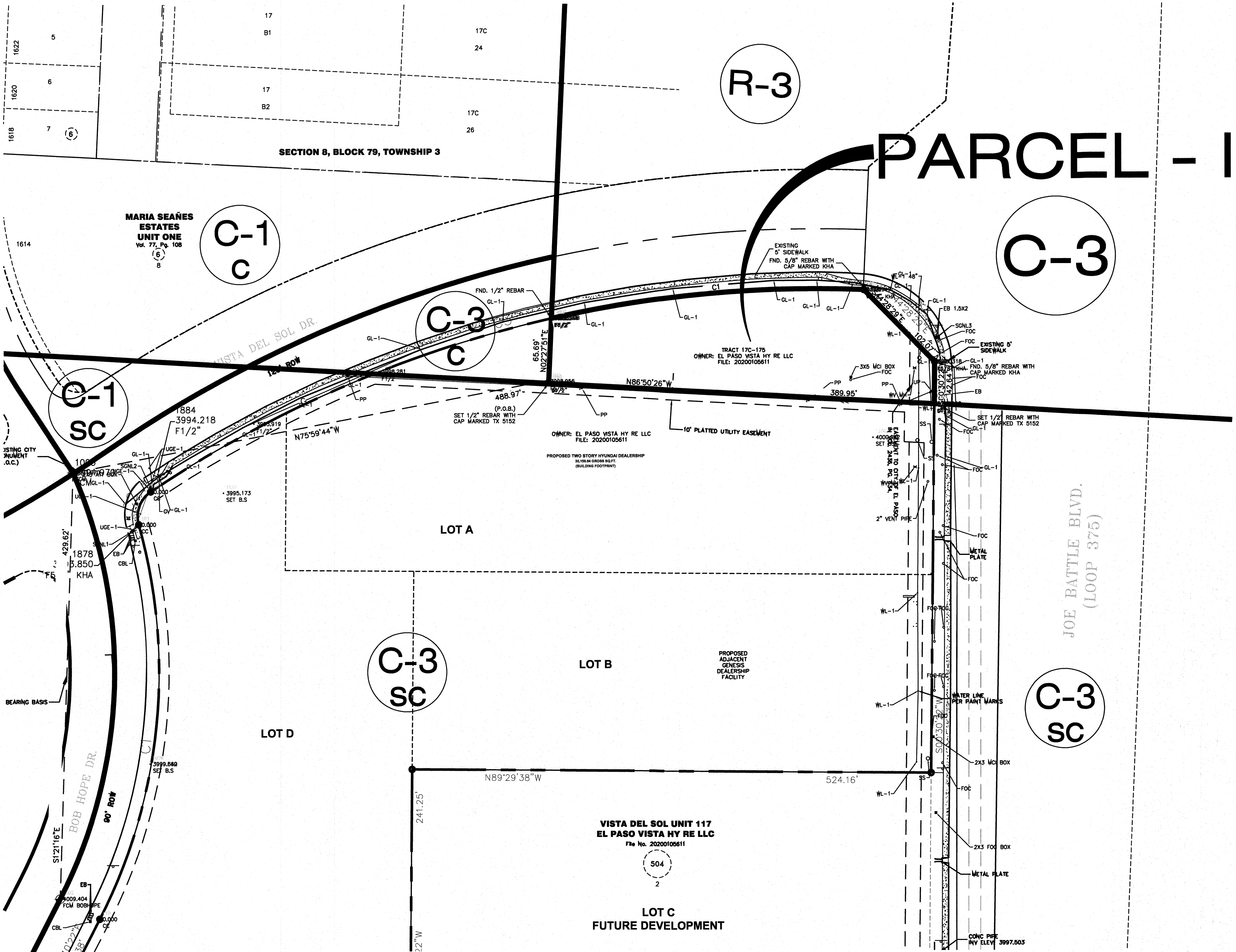
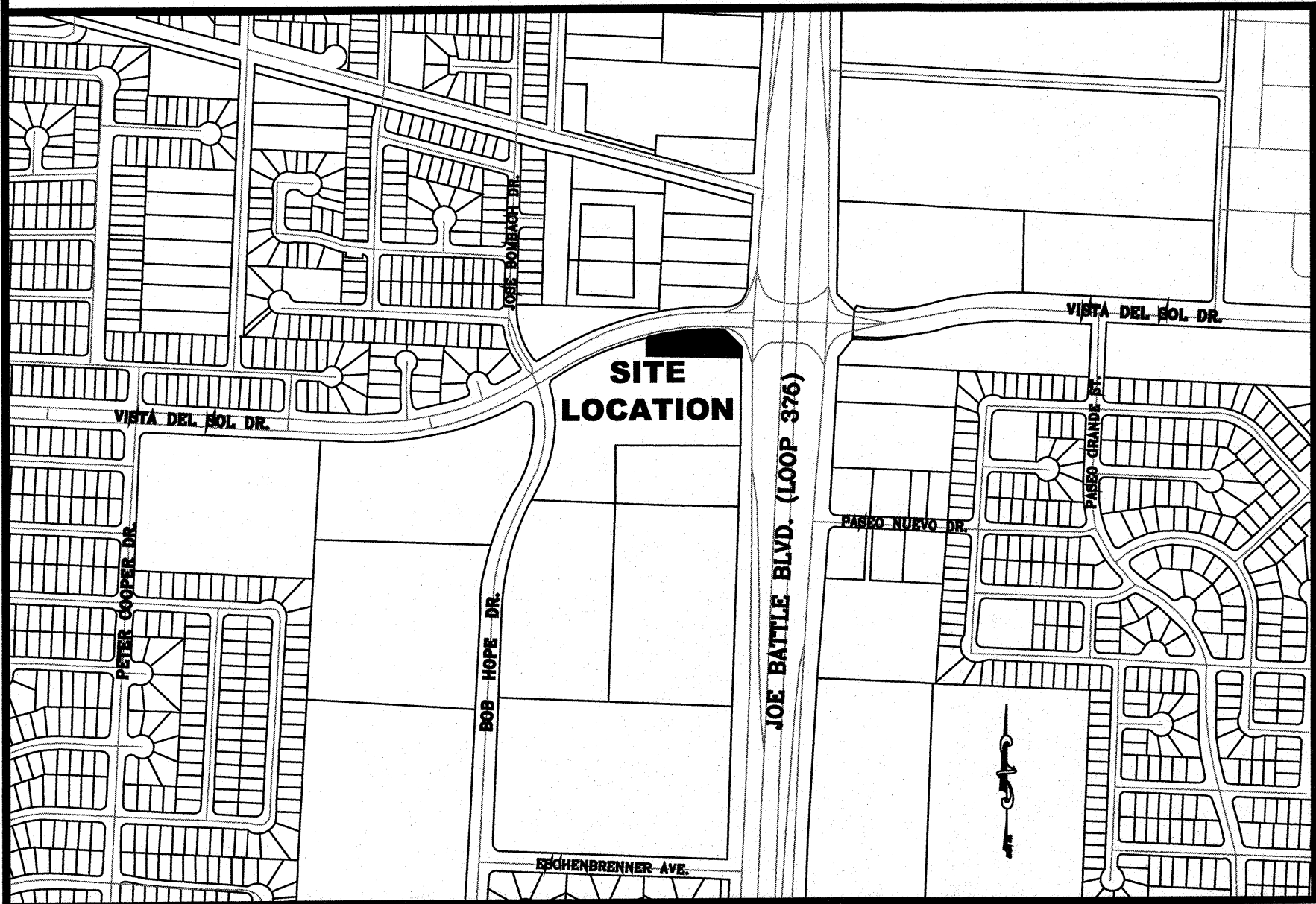
SYMBOL LEGEND	
●	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊗	CALCULATED POINT (NOT SET)
⊙	SANITARY SEWER
⊕	WATER VALVE
⊕	ELECTRIC PULL BOX
⊕	POWER POLE
⊕	GUY WIRE
⊕	TRAFFIC CONTROL BOX
⊕	TRAFFIC SIGN
⊕	TELEPHONE BOX

- NOTES:
1. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480214-0046C, DATED FEBRUARY 16, 2006, THIS PROPERTY IS IN FLOOD HAZARD ZONE X "AREAS OF MINIMAL FLOODING".
 2. SET 1/2" REBAR WITH A CAP MARKED TX. 5152 ON ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
 3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY.

PARCEL	ACRES	PROPOSED ZONING	EXISTING ZONING
I	0.821	C-3	R-3

C-3 SETBACKS	
FRONT YARD	0 ft.
REAR YARD	10 ft.
SIDE YARD	10 ft. (WHEN ABUTTING RESIDENTIAL OR APARTMENT DISTRICT)
SIDE ABUTTING STREET	10 ft.

LOCATION MAP SCALE: 1"=600'



CONDE INC.
ENGINEERING / PLANNING
SURVEYING / CAD
6080 SUITE 100
EL PASO, TEXAS 79906
PHONE: (915) 692-0283
FAX: (915) 692-0284 FAX# 10078100



CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.
RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

Vista del Sol

City Plan Commission — January 25, 2024 - **REVISED**

REZONING



CASE NUMBER: PZRZ23-00034
CASE MANAGER: Juan C. Naranjo, (915) 212-1604, NaranjoJC@elpasotexas.gov
PROPERTY OWNER: El Paso Vista HY RE, LLC
REPRESENTATIVE: Conde, Inc
LOCATION: South of Vista del Sol Dr. and West of Joe Battle Blvd. (District 6)
PROPERTY AREA: 0.82 acres
REQUEST: Rezone from R-3 (Residential) to C-3 (Commercial)
RELATED APPLICATIONS: SUSU23-00086 - Resubdivision Combination
PUBLIC INPUT: None received as of January 24, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-3 (Commercial) to allow for automobile sales, service, storage and rental.

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with residential and commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-4, Suburban for the future land use designation.

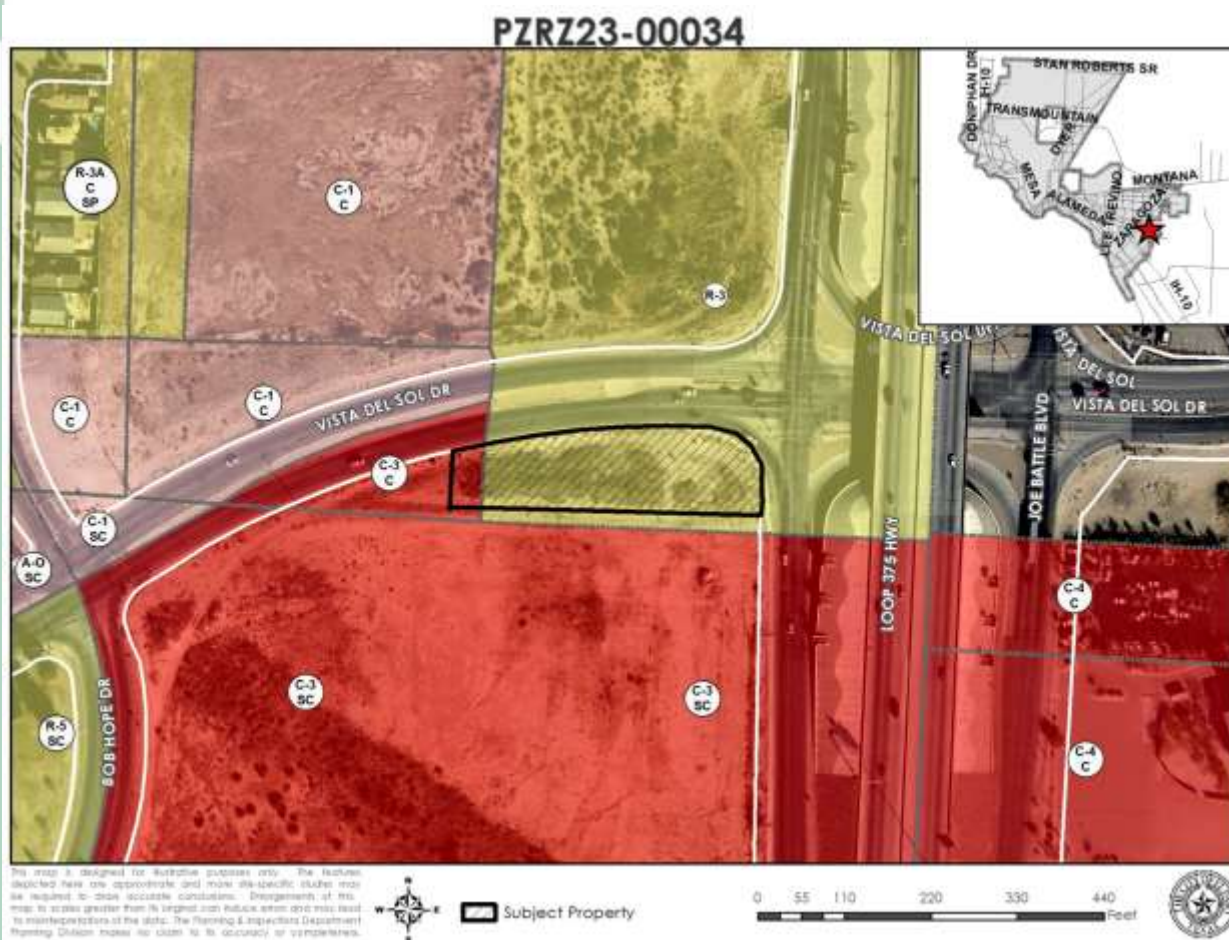


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-3 (Commercial) to allow for the use of automobile sales, service, storage and rental. The rezoning will serve to consolidate the property under the same zoning district. The size of the property is 0.82 acres and is currently vacant. The conceptual site plan shows the subject property as part of an overall development comprising of one (1) proposed 30,156 square-foot building with access proposed from Joe Battle Boulevard and Vista del Sol Drive

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed use of automobile sales, service, storage and rental, and the proposed rezoning of the subject property to C-3 (Commercial) **is** compatible with the adjacent vacant lots and zoning districts. To the south and west, adjacent properties are vacant and are zoned C-3/c (Commercial/special contract). The property to the north is a vacant lot zoned R-3 (Residential), while the subject property is bound to the east by Joe Battle Boulevard with properties beyond Joe Battle Boulevard being vacant and residing within the City of El Paso's 5 Mile Extraterritorial Jurisdiction (ETJ). The rezoning will expand commercial zoning already present along Joe Battle Boulevard, while also serving as a buffer for residential properties to the east of Bob Hope Drive and Joe Battle Blvd to decrease noise pollution from the freeway. The distance to the nearest school, Captain Walter Clarke Middle School, is 0.25 miles and the distance to the nearest park, Walter Clarke Park, is approximately 0.15 miles.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4 – Suburban (Walkable): This sector applies to modern single use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed commercial development is in character with the future land use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-3 (Commercial) District: The purpose of these districts is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. The proposed C-3 (Commercial) zoning district will provide integration of commercial uses already present with C-3 (Commercial) zoning districts in the surrounding area.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property is located along Vista del Sol Drive and Joe Battle Boulevard, which are designated as a major arterial and freeway respectively, in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plan, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been in transition within the last 10 years. Properties located north of the subject property were rezoned from R-3 (Residential) and R-3A/c/sp (Residential/conditions/special permit) to C-1/c (Commercial/conditions) back in 2018 and 2014, respectively.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The area is in transition as more properties along Joe Battle are being rezoned to commercial districts. The R-3 (Residential) zoning designation is no longer suitable for the property.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Vista del Sol Drive and Joe Battle Boulevard, which are designated as a major arterial and a freeway, respectively, in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development. Sidewalks are present for the subject property along Vista del Sol Drive and Joe Battle Boulevard. The nearest bus stop is located 0.08 miles from the subject property on Joe Battle Boulevard.

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

PUBLIC COMMENT: The subject property does not reside within the boundaries of any recognized neighborhood associations. Public notices were mailed to property owners within 300 feet on January 12, 2024. As of January 24, 2024, the Planning Division has not received any communication in support or opposition to the request from the public.

RELATED APPLICATIONS: Resubdivision Combination application (SUSU23-00086) approval was previously granted by the City Plan Commission on November 16, 2023.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

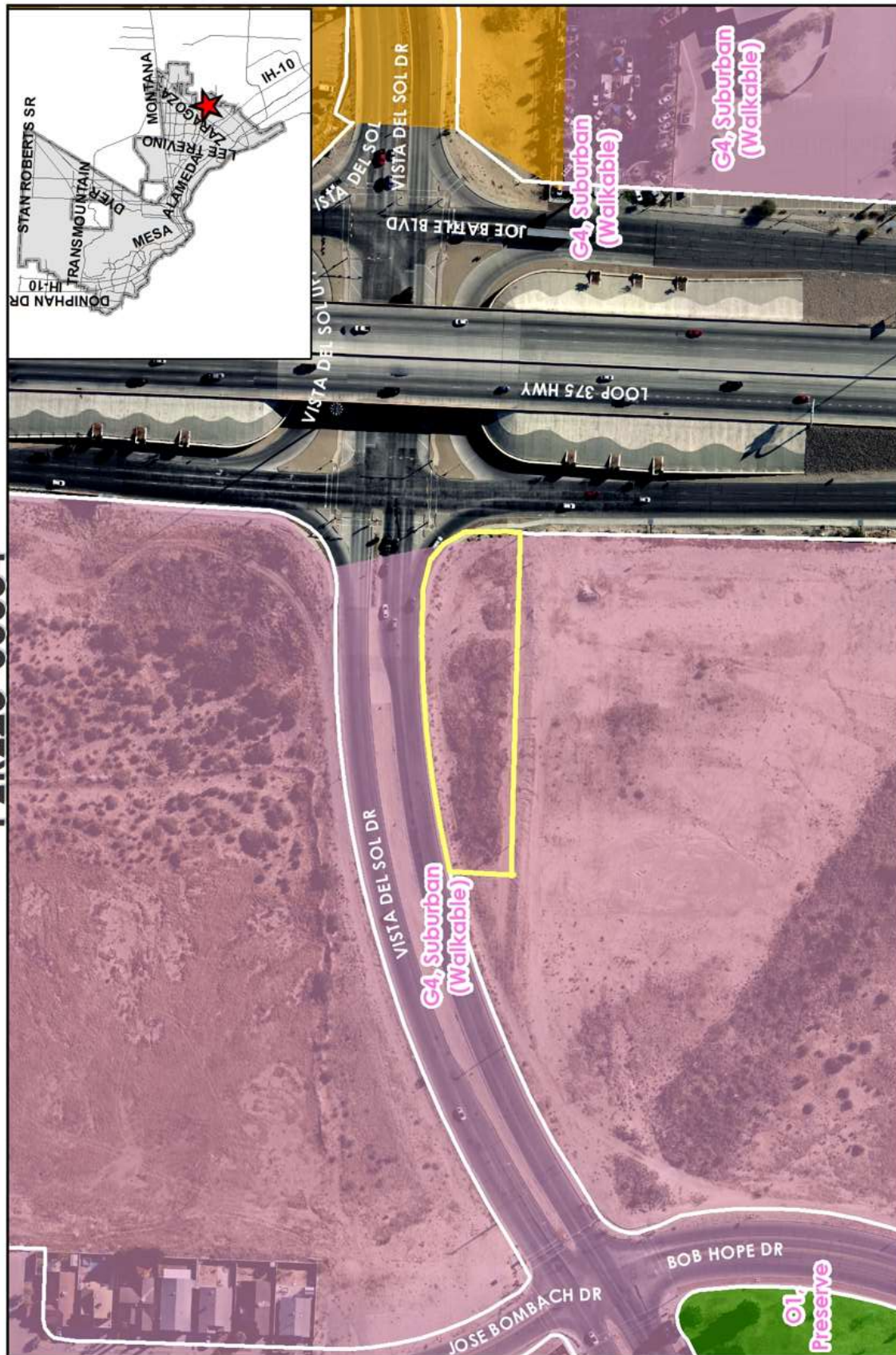
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**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

ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1

PZRZ23-00034

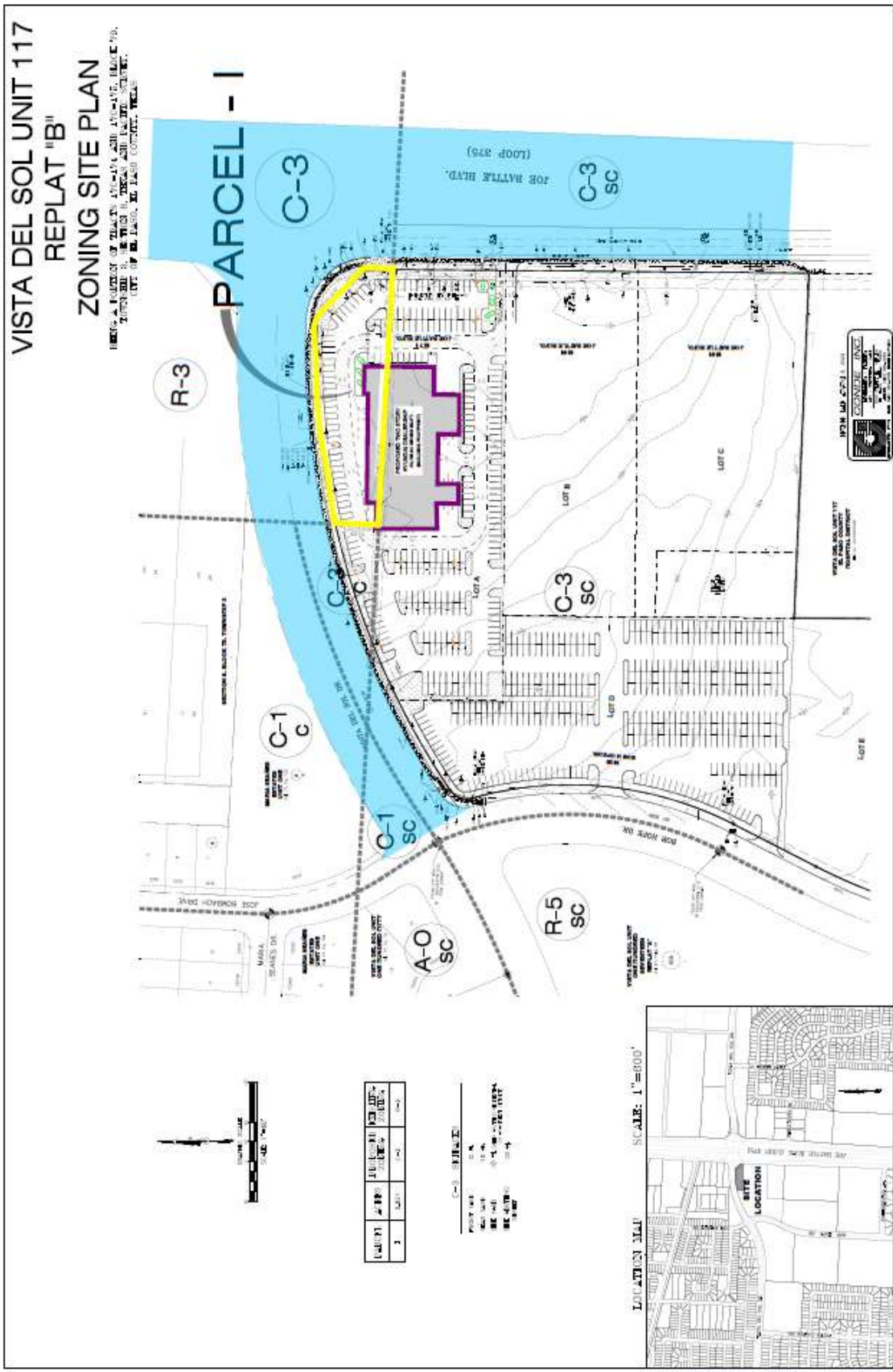


This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The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

Subject Property

0 55 110 220 330 440 Feet

ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends approval.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

No objections.

Fire Department

Recommend approval, no adverse comments.

Streets and Maintenance Department

TIA is required, no objections to rezoning.

Note: TIA is not required as subject property is less than two (2) acre in size.

Texas Department of Transportation

1. Remove proposed driveway on Joe Battle, it does not meet spacing requirements.
2. Submit grading and drainage plans for review to TxDOT.
3. Any work on TxDOT ROW will require a permit.

Note: Comments will be addressed at permitting stage.

El Paso Water

EPWater does not object to this request.

Joe Battle Blvd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Joe Battle Blvd. right-of-way requires written permission from TxDOT.

The 15-foot Public Service Board Utility Easement and the 10-foot platted utility easement must be labelled in the dedicated area on the plans.

Water:

There is an existing 48-inch diameter water main extending along Joe Battle Blvd. This main is located within a 25-foot easement approximately 17-feet west of and parallel to Joe Battle Blvd. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 12-inch diameter water main extending along Vista Del Sol Dr. approximately 25-feet south of the north side of Vista Del Sol Dr. This main is available for main extension. A 12-inch water main extension along the entire Joe Battle Blvd. frontage, within the existing PSB easement described above, will be required. Main extension cost will be the responsibility of the owner.

Previous water pressure readings from fire hydrant # 6470 located at the southeast corner of the intersection of Bob Hope Dr. and Vista Del Sol Dr., have yielded a static pressure of 50 pounds per square inch, a residual pressure of 48 pounds per square inch, and a discharge flow of 949 gallons per minute.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Joe Battle Blvd. fronting the subject property. This main is located within a 25- foot easement west of and parallel to Joe Battle Blvd.

There is an existing 12-inch diameter sanitary sewer main extending along Vista Del Sol Dr. approximately 36-feet north of the south side of Vista Del Sol Dr. This main is available for service.

General:

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWater-PSB requests that the lot be graded such that sanitary sewer service to each lot can be provided via gravity system.

During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sewer mains, and appurtenant structures. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the cost of setting appurtenant structures to final grade.

EPWater requires a new service application to provide services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

No comments received

El Paso County Water Improvement District #1

No comments received.

Police Department

No comments received.

Environment Services

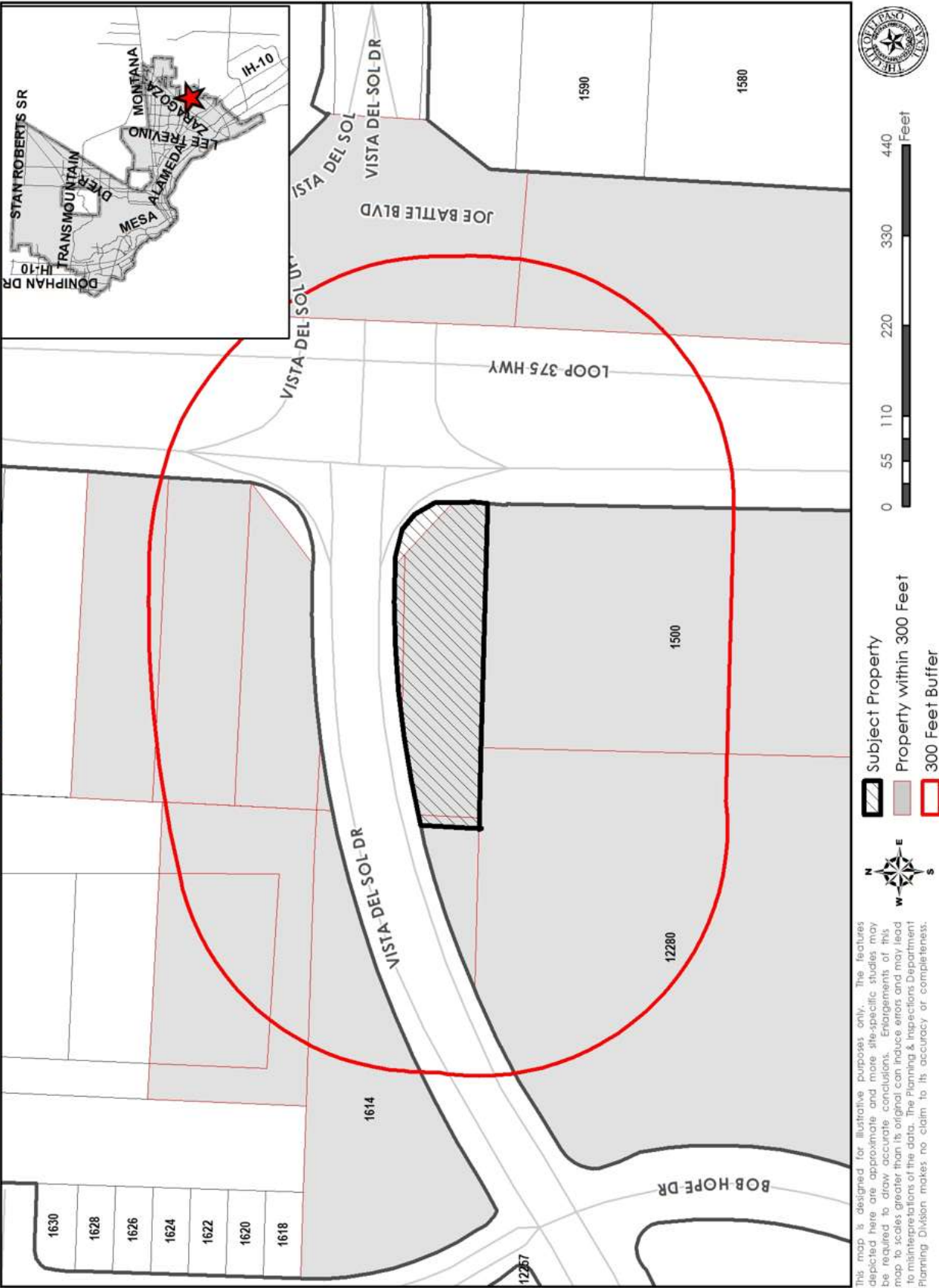
No comments received.

Sun Metro

No comments received.

ATTACHMENT 4

PZRZ23-00034





Legislation Text

File #: 24-476, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to sign a Contract of Sale with the Board of Trustees of the El Paso Independent School District for the purchase of approximately 13 acres located at 7024 Cielo Vista Drive, El Paso, Texas, for a purchase price of \$4.76 million dollars; and authorizing the City Manager to sign all documents necessary to effectuate the purchase; to use the 2019 Public Safety Bond funds for said purchase; and to effectuate any budget transfer necessary to ensure that the funds are expended in accordance with the bond requirements.

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

AGENDA DATE: April 9, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer, 212-0065

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL: No. 2: Set the Standard for a Safe and Secure City
No. 7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: No. 2.3: Increase Public Safety Operational Efficiency

SUBJECT:

A Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of real property commonly known as 7024 Cielo Vista Dr., El Paso, Texas and legally described as a 13.2306-acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of the block labeled "City School/Park", also known as "Unnumbered" Block, CIELO VISTA PARK SUBDIVISION, as filed in Volume 1, Page 21 of the plat records of El Paso County, Texas, including any and all improvements located on the Property for the Purchase price of \$4.76 Million dollars. Further, the City manager or designee is authorized to: (1) execute a Contract of Sale with the Board of Trustees of the El Paso Independent School District, (2) sign any and all documents related and/or necessary to effectuate the purchase and closing of the property, (3) exercise all rights and obligations as provided in the Contract of Sale, (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property, (5) sign any contract amendments provided that such amendments do not increase the purchase price, and (6) use the 2019 Public Safety Bond funds and effectuate any budget transfers necessary to ensure the funds are obligated and fully expended in accordance with the bond requirements.

BACKGROUND / DISCUSSION:

The City of El Paso desires to acquire approximately 13.2306 acres of land located at 7024 Cielo Vista Dr., El Paso, Texas, for the intended use of the Central Regional Command Center Police Facility.

PRIOR COUNCIL ACTION:

Executive Session – August 29, 2023

AMOUNT AND SOURCE OF FUNDING:

\$4,760,000 | 580000-190-4820-29080

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement

SECONDARY DEPARTMENT: Police

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, P.E.
City Engineer

RESOLUTION

That the City Manager, or designee, is authorized to effectuate the purchase and closing of the property commonly known as 7024 Cielo Vista Dr., El Paso, Texas, and legally described as a 13.2306-acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of the block labeled "City School/Park", also known as "Unnumbered" Block, Cielo Vista Park Subdivision, including any and all improvements located on the Property for \$4.76 Million dollars.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with the Board of Trustees of the El Paso Independent School District for the purchase of the property; (2) sign any and all documents related and/or necessary to effectuate the purchase and closing of the property, (3) exercise all rights and obligations as provided in the Contract of Sale, (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property, (5) sign any contract amendments provided that such amendments do not increase the purchase price, and (6) use the 2019 Public Safety Bond funds and effectuate any budget transfers necessary to ensure the funds are obligated and fully expended in accordance with the bond requirements.

APPROVED this _____ day of _____ 2024.

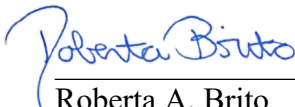
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

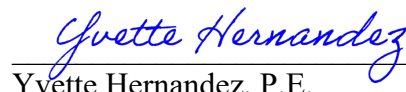
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta A. Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E.
City Engineer

REAL ESTATE SALES CONTRACT

This contract ("Contract") to buy and sell real property is between Seller and Buyer as identified below, and is effective on the date of the last of the signatures by Seller and Buyer as parties to this Contract ("Effective Date").

RECITALS

WHEREAS, Buyer is a home rule city operating pursuant to the laws of the State of Texas;

WHEREAS, Seller is an independent school district and a political subdivision of the State of Texas;

WHEREAS, on November 5, 2019, an election was held whereby the voters of the City of El Paso voted to issue bonds for the acquisition, planning, design, construction, renovation, improvement, expansion, and equipping of public safety facilities, including the acquisition of land necessary for the City of El Paso Police Department ("2019 Public Safety Bonds");

WHEREAS, Buyer represented to Seller that it intends to use funds from the 2019 Public Safety Bonds to acquire the property that is the subject of this Contract for use as the location of the El Paso Police Department's Central Regional Command Center;

WHEREAS, Buyer and Seller desire to enter into this Contract to allow Buyer to acquire, and Seller to sell, the subject property.

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

Seller:	Board of Trustees of the El Paso Independent School District 1014 N. Stanton Street El Paso, El Paso County, Texas 79902
Type of entity:	Independent School District and Political Subdivision of the State of Texas
Seller's Attorney:	Jeanne C. Collins, General Counsel El Paso Independent School District 1014 N. Stanton Street El Paso, Texas 79902 Phone: 915.230.2561 Fax: 915.230.0575 Email: jccollin@episd.org

With Copy to: Ann Greenberg
WALSH, GALLEGOS, KYLE, ROBINSON & ROALSON, P.C.
505 E. Huntland; Suite 600
Austin, Texas 78752
Phone: 512.454.6864
Fax: 512.467.9318
Email: agreenberg@wabsa.com

Buyer: City of El Paso, a Texas Municipal Corporation
Attn: City Manager
300 N. Campbell St.
El Paso, Texas 79901

With Copy to: City of El Paso
Attn: Capital Improvement Department
218 N. Campbell St., 2nd Floor
El Paso, Texas 79901

Type of entity: City of El Paso, a Texas Municipal Corporation

Buyer's Attorney: Roberta A. Brito, Assistant City Attorney
City of El Paso
300 N. Campbell St., Second Floor
El Paso, Texas 79901
Phone: (915) 212-0033
Email: BritoRA@elpasotexas.gov

Property: The surface only of the approximately 13.23 acres or 576,325 square feet of real property described by metes and bounds and survey in *Exhibit A*, attached hereto and incorporated herein by references, including any and all improvements located on the Property. The Property is known as Bonham Elementary School Campus, located at 7024 Cielo Vista Drive, El Paso, Texas 79925. The Property shall not include any personal property not permanently affixed to the land. For avoidance of doubt, portable classroom buildings located on the Property are Seller's personal property. The Seller shall remove all portable classroom buildings located on the Property within 150 days of the Effective Date at its own cost.

Seller reserves and excepts from the Property, for Seller and Seller's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

The Property is restricted and shall not be used, by Buyer or its successors, as part of or in support of any entity offering pre-kindergarten through high school education, with any such use creating an automatic reversion to the Seller.

Title Company: Stewart Title
Attn: Ron Rush
415 N. Mesa St.
El Paso, Texas 79901
Phone: 915.225.8200

Purchase Price: Four Million Seven Hundred Sixty Thousand and No/100 Dollars (\$4,760,000.00).

Earnest Money: Ten Thousand and No/100 Dollars (\$10,000.00).

County for Performance: This Contract shall be performed in El Paso County, Texas.

A. Deadlines and Other Dates

All deadlines in this Contract expire at 5:00 P.M., local time where the Property is located, on the day indicated. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence for this Contract.

1. Earnest Money Deadline: The Earnest Money deposit from the Buyer shall be tendered to the Title Company within five (5) business days after the Effective Date.
2. Delivery of Title Commitment: ten (10) days after the Effective Date. Buyer to Deliver.
3. Delivery of Survey: Buyer to Deliver within fifteen (15) days after the Effective Date, if the Title Company requires any additional survey work.
4. Delivery of UCC Search: not applicable.
5. Delivery of legible copies of instruments referenced in the Title Commitment: twelve (12) days after the Effective Date. Title Company to Deliver.
6. Delivery of Title Objections: five (5) days after delivery of the Title Commitment, and legible copies of the instruments referenced in them.
7. Delivery of Seller's Records specified in Paragraph G.1: ten (10) days after the Effective Date.
8. End of Inspection Period: ninety (90) days after the Effective Date.
9. Closing Date: fifteen (15) days after the End of Inspection Period.
10. Closing Time: 4:00 p.m. unless otherwise agreed by Seller and Buyer.

B. Closing Documents

1. At closing, Seller will deliver the following items: Special Warranty Deed (including the restrictive covenant) in the form attached (Exhibit C). Evidence of Seller's authority to close this transaction.
2. At closing, Buyer will deliver the following items: Purchase price in cash or cash equivalent Evidence of Buyer's authority to consummate this transaction, Lien release, if any. The documents listed in this section B are collectively known as the Closing Documents.

C. Exhibits

The following exhibits are attached, and are incorporated by reference as part of this Contract:

Exhibit A - Legal Description of the Property
Exhibit B - Representations; Environmental Matters
Exhibit C- Form of Special Warranty Deed

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract. The Form of Special Warranty Deed in Exhibit C will be used to convey the property. Seller and Buyer agree that this Contract shall not be binding upon or enforceable against Seller until the Board of Trustees of the Seller has approved this Contract in a properly noticed open meeting of the Board of Trustees.

E. Interest on Earnest Money

Seller may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.
2. *Title Commitment; Title Policy.* Title Commitment means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. Title Policy means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.
3. *Survey.* Survey means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, at the direction and cost of the Buyer, subject to the approval of the Seller, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* The Buyer, at its expense, will order a title commitment, accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount to be decided by the Buyer. Buyer shall use the attached Survey, unless additional survey work is requested by the Title Company. Title Company must deliver legible copies of the instruments referenced in the Title Commitment by the deadline stated in section A.5.
5. *Title Objections.* Buyer has until the deadline stated in section A.6. ("Title Objection Deadline") to review the Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are Permitted Exceptions. If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (Cure Notice). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller's Records.* To the extent that Seller has possession of any soil reports, environmental reports, engineering reports, prior surveys or site plans of or pertaining to the Property, Seller will deliver electronically or make the items or copies of them available to Buyer by the deadline stated in section A. 7.
2. *Entry onto the Property.* Buyer may enter onto the Property prior to closing for purposes of conducting a boundary or environmental survey, or otherwise to inspect the property, subject to the following:
 - a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;
 - b. Buyer may not unreasonably interfere with existing operations or occupants of the Property, if any;
 - c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

- d. If the Property is altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs;
 - e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days of their preparation or receipt by Buyer; and,
 - f. Buyer must abide by any other reasonable entry rules imposed by Seller.
- 3. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any reason by notifying Seller before the end of the Inspection Period. Unless Buyer terminates because of Seller's default, the Earnest Money shall be paid to Seller.
- 4. *Buyer Release of Seller.*
 - a. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property, including, but not limited to, claims alleged to have arisen in whole or in part as a result of Seller's negligence.

H. Representations

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

- 1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Buyer may terminate this Contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.
- 2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this Contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, Seller will (a)

convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.
4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.
5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.
6. *No Recording.* Buyer may not file this Contract or any memorandum or notice of this Contract in the real property records of any county. If, however, Buyer records this Contract or a memorandum or notice, Seller may terminate this Contract and record a notice of termination.

J. Termination

1. *Disposition of Earnest Money after Termination.* Buyer and Seller agree that if this Contract is terminated by either party prior to closing, Buyer shall not be entitled to the Earnest Money except as otherwise set forth herein. Buyer hereby authorizes the Title Company to deliver the Earnest Money to Seller upon receipt by Title Company of written notice from Seller that the Contract is terminated.
2. *Duties After Termination.* If this Contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents, within 5 business days. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract.

K. Closing

1. *Closing*. This transaction will close at Title Company's offices at the Closing Date and Closing Time, subject to delays due to District's efforts to cure any title objection under Section F. 5. At closing, the following will occur:
 - a. *Closing Documents*. The parties will execute and deliver the Closing Documents.
 - b. *Payment of Consideration*. Buyer will deliver the Consideration and other amounts that Buyer is obligated to pay under this Contract to Title Company in funds acceptable to Title Company. The Earnest Money will be paid to Seller.
 - c. *Disbursement of Funds; Recording; Copies*. Title Company will be instructed to disburse funds in accordance with this Contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
 - d. *Possession*. Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and the requirements of the Form of Deed.
2. *Transaction Costs*
 - a. *Seller's Costs*. Seller will pay the costs to prepare the deed.
 - b. *Buyer Costs*. Buyer will pay all other costs of the transaction, including, but not limited to: reimbursement to the Seller for the cost of Seller's appraisal and survey(s); the cost of the new survey, with metes and bounds; the basic charge for the Title Policy; the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs to obtain the Survey and certificates or reports of ad valorem taxes; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this Contract; the costs to obtain financing of the Purchase Price, including the incremental premium cost of mortgagee's title policies and endorsements and deletions required by Buyer's lender; any cost or expenses for re-platting, platting, subdividing, zoning or meeting any requirements of a governmental authority resulting from this transaction, including any requirements impacting the remainder property; Seller's expenses and attorney's fees; and Buyer's expenses and attorney's fees.
 - c. *Ad Valorem Taxes*. Seller represents that it is entitled to an exemption from ad valorem taxes during the time it owned the Property. If this sale or Buyer's use of the Property results in the assessment of any ad valorem taxes for the Property for the calendar year of closing, all such taxes and any associated costs will be paid by the Buyer. Buyer shall be responsible for notifying all taxing units having jurisdiction over the property of the change of ownership, and Buyer shall be responsible for any and all taxes, late fees or penalties assessed against the Property by reason of Buyer's failure to so note the change of ownership. Seller will, upon request, provide to Buyer proof of Seller's ownership of the property prior to the date of closing, and will assist Buyer in demonstrating Seller's exemption from ad valorem taxes.

- d. *Brokers' Commissions.* Seller and Buyer each represent to the other that they do not have a Broker, person, or entity that may claim a broker's or finder's fee or commission because of this transaction or contract.
- e. *Insurance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract or if any of Seller's representations are not true and correct as of the Effective Date or on the Closing Date (Seller's Default), Buyer may as its sole and exclusive remedy terminate this Contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100.00 as independent consideration for the right granted by Seller to Buyer to terminate this Contract returned to Buyer.
2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract (Buyer's Default), Seller may elect either of the following as its sole and exclusive remedy:
 - a. *Termination; Liquidated Damages.* Seller may terminate this Contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller as liquidated damages.
3. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money is a reasonable forecast of just compensation to the non-defaulting party for the harm that would be caused by a default.

M. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given, if the attorneys have been identified by the parties.
2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.

3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the parties.
4. *Prohibition of Assignment.* Buyer may not assign this Contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.
5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.
6. *Choice of Law; Venue.* This Contract will be construed under the laws of the State Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in El Paso County, Texas.
7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.
8. *No Third Party Beneficiaries.* There are no third-party beneficiaries of this Contract.
9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
10. *Ambiguities Not to Be Construed Against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.
11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
12. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

[Signatures on following pages]

SELLER:

**BOARD OF TRUSTEES OF THE EL PASO
INDEPENDENT SCHOOL DISTRICT**, a political
subdivision of the State of Texas

By: _____
Diana Sayavedra, Superintendent of Schools
Date: _____

APPROVED AS TO FORM:

Jeanne C. Collins
General Counsel


BUYER:

CITY OF EL PASO:

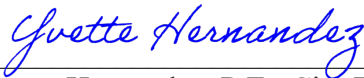
Cary Westin
Interim City Manager
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta A. Brito
Assistant City Attorney



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

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this the _____ day of _____, 2024,
by _____, authorized to sign on behalf of the City of El Paso.

My Commission Expires:

Notary Public, State of Texas

Title Company acknowledges receipt of Earnest Money in the amount of TEN THOUSAND AND
N0/100 DOLLARS (\$10,000.00) and a copy of this Contract executed by both Buyer and Seller.

TITLE COMPANY:

By: _____
Name: _____
Title: _____
By: _____

EXHIBIT A TO REAL ESTATE SALES CONTRACT

Survey- Metes and bounds

METES AND BOUNDS DESCRIPTION

A 13.2306-ACRE PARCEL SITUATE WITHIN THE CORPORATE LIMITS OF THE CITY OF EL PASO, EL PASO COUNTY, TEXAS AS A PORTION OF THE BLOCK LABELED "CITY SCHOOL/PARK", ALSO KNOWN AS "UNNUMBERED" BLOCK, CIELO VISTA PARK SUBDIVISION AS FILED IN VOLUME 1, PAGE 21 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW:

COMMENCING FOR REFERENCE AT A ONE INCH IRON PIPE FOUND AT THE CENTERLINE INTERSECTION OF CIELO VISTA DRIVE AND BROOKHAVEN DRIVE; WHENCE, A SQUARE BOLT FOUND AT THE CENTERLINE INTERSECTION OF CIELO VISTA DRIVE AND ELMHURST DRIVE BEARS NORTH 84°17'50" EAST, 699.63 FEET; AND WHENCE, A SQUARE BOLT FOUND AT THE CENTERLINE INTERSECTION OF BROOKHAVEN DRIVE AND BELLROSE DRIVE BEARS SOUTH 05°45'46" EAST, 384.64 FEET; THENCE, LEAVING THE CENTERLINE INTERSECTION OF CIELO VISTA DRIVE AND BROOKHAVEN DRIVE, SOUTH 39°14'13" WEST, 42.43 FEET TO A CONCRETE NAIL SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE AND THE WEST RIGHT-OF-WAY LINE OF BROOKHAVEN DRIVE FOR THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE AND FOLLOWING THE WEST RIGHT-OF-WAY LINE OF BROOKHAVEN DRIVE, SOUTH 05°45'46" EAST, 344.88 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET ON THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE FOR THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING WEST RIGHT-OF-WAY LINE OF BROOKHAVEN DRIVE AND FOLLOWING THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE, SOUTH 51°44'13" WEST, A DISTANCE OF 258.36 FEET TO A CHISELED "X" SET FOR A POINT OF CURVATURE;

THENCE, CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 57°29'53", AN ARC LENGTH OF 180.64 FEET AND WHOSE LONG CHORD BEARS SOUTH 22°59'16" WEST, A DISTANCE OF 173.15 FEET TO A CHISELED "X" FOUND FOR A POINT OF CURVATURE; WHENCE, A SQUARE BOLT FOUND FOR THE CENTERLINE POINT OF CURVATURE OF BELLROSE DRIVE BEARS NORTH 84°15'07" EAST, 25.00 FEET;

THENCE, CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE, SOUTH 05°45'40" EAST, 87.55 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET ON THE NORTH RIGHT-OF-WAY LINE OF EDMERE BOULEVARD FOR THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE NORTHWEST RIGHT-OF-WAY LINE OF BELLROSE DRIVE AND FOLLOWING THE NORTH RIGHT-OF-WAY LINE OF EDMERE BOULEVARD, SOUTH 84°14'11" WEST, A DISTANCE OF 735.40 FEET TO A CHISELED "V" FOUND FOR THE EAST SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE SOUTHEAST CORNER OF A 3753 SQUARE FEET TRACT GRANTED TO EL PASO ELECTRIC COMPANY VIA THE DEED FILED IN VOLUME 1168, PAGE 249 OF THE DEED RECORDS OF EL PASO COUNTY TEXAS;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF EDMERE BOULEVARD AND FOLLOWING THE EAST BOUNDARY LINE OF SAID EL PASO ELECTRIC COMPANY TRACT, NORTH 01°24'11" EAST, A DISTANCE OF 79.29 FEET TO A 2-INCH IRON PIPE FOUND FOR AN ANGLE POINT OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE NORTHEAST CORNER OF SAID EL PASO ELECTRIC COMPANY TRACT;

THENCE, LEAVING THE EAST BOUNDARY LINE OF SAID EL PASO ELECTRIC COMPANY TRACT AND FOLLOWING THE NORTH BOUNDARY LINE OF SAID EL PASO COMPANY TRACT, SOUTH 83°36'12" WEST, 50.43 FEET TO A CHISELED "X" SET ON THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY FOR THE WEST SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE NORTHWEST CORNER OF SAID EL PASO ELECTRIC COMPANY TRACT;

THENCE, LEAVING THE NORTH BOUNDARY LINE OF SAID EL PASO ELECTRIC COMPANY TRACT AND FOLLOWING THE EAST RIGHT-OF-WAY LINE OF CATALINA DRIVE, NORTH 02°04'14" EAST, 151.27 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET FOR A POINT OF CURVATURE;

THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 43°41'59", AN ARC LENGTH OF 152.54 FEET AND WHOSE LONG CHORD BEARS NORTH 23°55'14" EAST, 148.87 FEET TO A 1/2 INCH REBAR WITH SURVEY CAP NO. "TX 5337" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY, NORTH 45°46'13" EAST, 723.83 FEET TO A CHISELED "X" SET ON THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE FOR THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF CATALINA WAY AND FOLLOWING THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 39°30'54", AN ARC LENGTH OF 255.18 FEET AND WHOSE LONG CHORD BEARS SOUTH 76°00'55" EAST, A DISTANCE OF 250.15 FEET TO CHISELED "X" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF CIELO VISTA DRIVE, NORTH 84°14'11" EAST, 180.61 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 13.2306 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS OF RECORDS.



EXHIBIT B TO REAL ESTATE SALES CONTRACT

Representations; As Is, Where Is; Environmental Matters

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is an independent school district duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to convey the Property to Buyer. This Contract is, and all documents required by this Contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by an authorized representative of Seller.
2. *Litigation.* There is no litigation pending or, to the best of Seller's knowledge, threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Contract.
3. *Violation of Laws.* Seller has not received written notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *Licenses, Permits, and Approvals.* Seller has not received written notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal. Provided, however, that Seller's governmental exemption for *ad valorem* taxes is not transferable to Buyer, and Buyer will be responsible for all taxes and related charges arising from its purchase of the Property.
5. *Condemnation; Zoning; Land Use.* Seller has not received written notice of any condemnation, zoning, or land-use proceedings affecting the property.
6. *No Other Obligation to Sell the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer.
7. *No Liens.* On the Closing Date, the Property will be free and clear of any valid mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.
8. *Parties in Possession.* There are no parties in possession of any portion of the property as lessee, tenants, at sufferance, or otherwise.
9. *No Other Representation.* Except as stated above, Seller makes no representation with respect to the Property.
10. *No Warranty.* Seller has made no warranty in connection with this Contract.

B. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date and shall survive Closing, as set forth herein.

1. Buyer represents to Seller that Buyer has received and reviewed the following items:
 - a. This Contract
 - b. Form of Special Warranty Deed

2. CONSULTATION WITH ATTORNEY.

Buyer represents to Seller that Buyer is aware that this Contract has important legal consequences, and that Buyer is entitled to consult an attorney of its choosing prior to executing this Contract. Buyer further represents that to the extent it has elected not to consult an attorney; Buyer has done so of its own free will and act.

3. Buyer represents and warrants to the Seller that the remainder of the parcel will not require any replating after the sale. Buyer's representation and warranty is an inducement to Seller to sell the Property. This representation and warranty shall survive Closing.

C. PROPERTY SOLD "AS IS, WHERE IS;" NO WARRANTIES

NOTICE: THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE LIMITED WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE EXPRESSLY DISCLAIMED.

BUYER REPRESENTS AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER.

Buyer further represents and agrees that, having been given the opportunity to inspect the property, Buyer is relying solely on its own investigation of the property and not on any information provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer further represents and agrees that to the maximum extent permitted by law, the sale of the property as provided for herein is made on an "as is" condition and basis with all faults. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the property is sold by Seller and purchased by Buyer subject to the foregoing.

The provisions of this Section C regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

D. ENVIRONMENTAL MATTERS

ASBESTOS AND/OR ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS MAY BE PRESENT ON THE PROPERTY, AND BUYER ACKNOWLEDGES THAT IT MAY PERFORM AN ENVIRONMENTAL SURVEY OF THE PROPERTY. AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER, TO THE EXTENT PERMITTED BY TEXAS LAW, INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER, TO THE EXTENT PERMITTED BY TEXAS LAW, INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLERS REPRESENTATIVES. BUYER, TO THE EXTENT PERMITTED BY TEXAS LAW, INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGED TO HAVE ARISEN AS A RESULT OF SELLER'S OWN NEGLIGENCE. BUYER FURTHER AGREES, TO THE

EXTENT PERMITTED BY TEXAS LAW, TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF SELLER AND IN THE NAME OF SELLER, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

The provisions of this Section D regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

EXHIBIT C TO REAL ESTATE SALES CONTRACT

Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: FORM ONLY – NOT FOR EXECUTION

Grantor: BOARD OF TRUSTEES OF THE EL PASO INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas

Grantor's Mailing Address: 1014 N. Stanton Street
El Paso, El Paso County, Texas 79902

Grantee: CITY OF EL PASO, a Texas municipal corporation

Grantee's Mailing Address: FORM ONLY – NOT FOR EXECUTION

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including improvements): FORM ONLY – NOT FOR EXECUTION

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Exceptions to Conveyance and Warranty:

[Permitted Exceptions]

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of

improvements; all rights, obligations, and other matters arising from and existing by reason of any water or utility district; and prorated taxes for 2024, which Grantee assumes and agrees to pay, and subsequent prorated assessments, if applicable to the City as a municipal corporation, for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

The Property is restricted and shall not be used, by Grantee or its successors, as part of or in support of any entity offering pre-kindergarten through high school education, with any such use creating an automatic reversion to the Grantor.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN AND THE LIMITED WARRANTIES AND REPRESENTATIONS CONTAINED IN THE CONTRACT OF SALE AND PURCHASE BY AND BETWEEN GRANTOR AND GRANTEE, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (VI) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS. AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE RELEASES

GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **TO THE EXTENT ALLOWED BY LAW, GRANTEE RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES.** GRANTEE RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever; and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

BOARD OF TRUSTEES OF THE EL PASO
INDEPENDENT SCHOOL DISTRICT, a political
subdivision of the State of Texas

By: NOT FOR SIGNATURE, Board President
Date: NOT FOR COMPLETION – FORM ONLY

THE STATE OF TEXAS

§

§

ACKNOWLEDGEMENT

COUNTY OF EL PASO

§

BEFORE ME, a Notary Public, on this day personally appeared , known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated

that he is the President of the Board of Trustees of the El Paso Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on DRAFT and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of ____, 2024.

NOT FOR EXECUTION
Notary Public, State of Texas

GRANTEE:

CITY OF EL PASO, A Texas municipal corporation

By: NOT FOR SIGNATURE

Date: NOT FOR COMPLETION – FORM ONLY

THE STATE OF TEXAS

§

§

ACKNOWLEDGEMENT

COUNTY OF EL PASO

§

BEFORE ME, a Notary Public, on this day personally appeared , known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the NOT FOR COMPLETION; that s/he was authorized to execute such instrument and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of ____, 2024.

NOT FOR EXECUTION
Notary Public, State of Texas

Return to Grantee's Address:

TO BE COMPLETED



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, 03-12-2024, AND 03-26-2024]

**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.

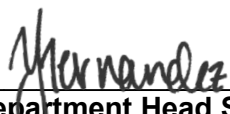
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

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.

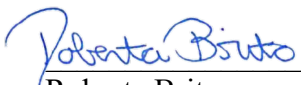
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

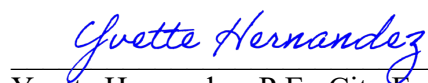
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



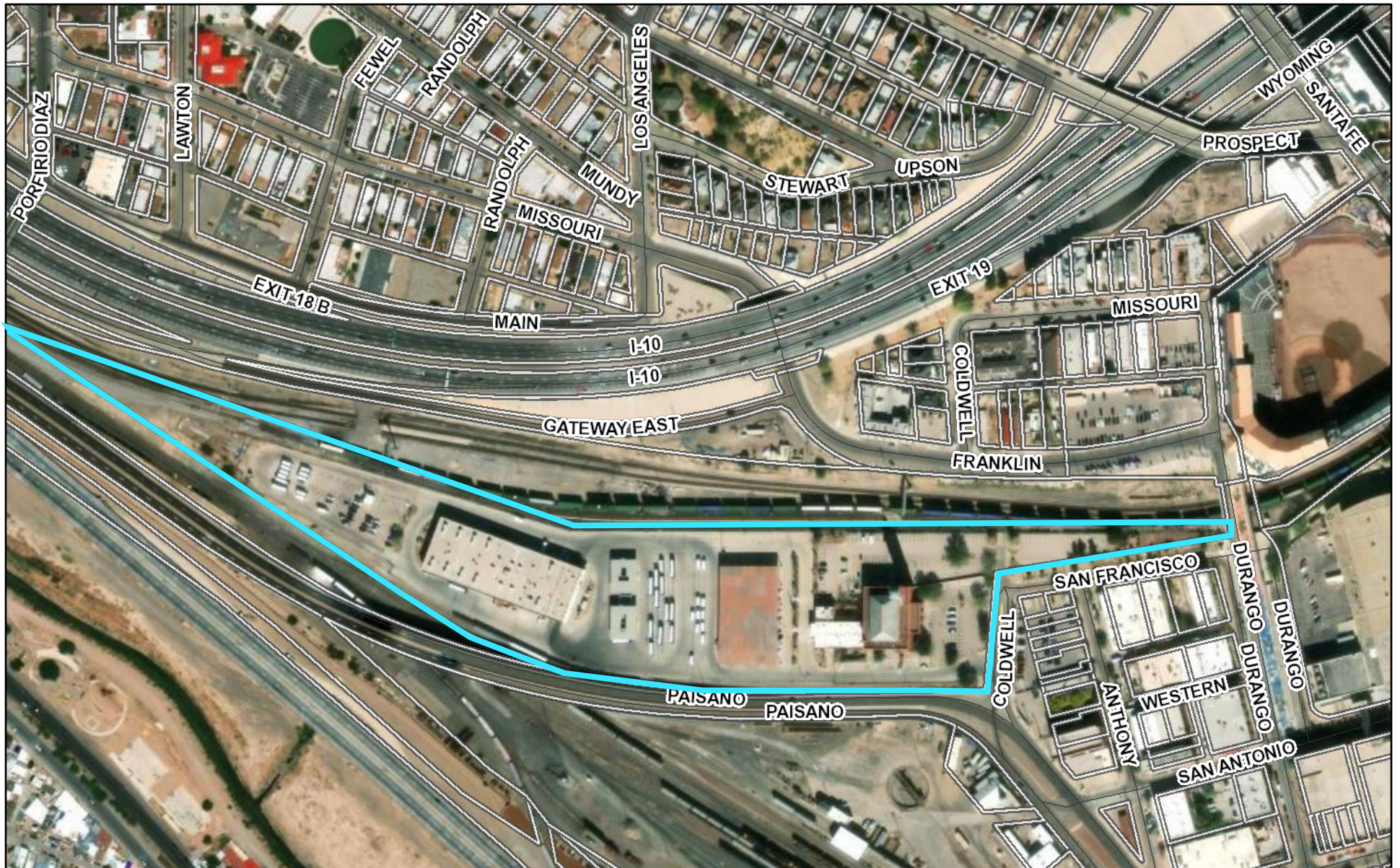
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

Exhibit A



Multipurpose Entertainment & Performance Arts Center

Alternative Site Selection

Community Meetings

Public Input Report

Executive Summary:

Main Concerns & Answers.....2

Main Questions & Answers.....3

Virtual Meeting: February 28

Meeting Video Link.....3

Input by Boards.....3-5

General Questions.....5

General Comments.....5-6

Chat transcript.....6-11

Hybrid Meeting: March 6

In-Person input by Boards.....11-13

Virtual input by Boards.....13-14

General Questions.....14-15

General Comments.....15-17

Q&A transcript.....17-33

Online-submitted Questions.....33-35

EXECUTIVE SUMMARY

On Feb. 12, 2024, Council directed staff to conduct community meetings, in the following two weeks, to inform the public on the process behind the alternative site recommendations being brought to council for consideration. Staff coordinated a three-prong approach to maximize outreach and accessibility to the public. This included a virtual meeting, a hybrid meeting with a virtual and in-person component, as well as an online page where the same information could be accessed, and comments and questions could be submitted. The total number of participants in the meetings was 112, and total amount of respondents online was 6.

All formats made the same information available to the public, through a series of boards containing information on key areas of the project completed up until now: [Market Assessment, Benchmark Studies, Community Engagement, Alternative Site Selection, and the Union Depot Site](#). During the meetings, there was a brief presentation from staff on all the boards, followed by a Q&A session where input was captured via the chat and Q&A functions virtually, and through post-it notes for in-person participants.

There were common questions and concerns, to all engagement forums, and those main points are captured and addressed below:

Main Concerns:

1. Environmental impacts from vehicular and train traffic, as well as access to site –

Additional work during Design Phase will address any impacts if any, none have been identified to be insurmountable, site design will address ingress and egress.

2. Design and details of hybrid facility –

This is the preferred venue type by promoters, and a new model that people are not familiar with, but provides most opportunities for flexibility, and attracting modern shows.

3. Public private partnership structure putting most risk on public side –

Next steps would include hiring an owner's representative to help write a P3 agreement solicitation to benefit all parties.

4. Venue considered too expensive –

Proposed hybrid model shows profitability in net operating income and is within the project budget to build.

5. Venue not a sports arena, or too small of a venue --

Bond Language specified a Multipurpose Performing Arts and Entertainment Venue. Public input points to preference for concerts and family shows over sports programming, and is the preferred model by promoters.

6. Concerns over existing or future entertainment venues by the county and Sunland Park competing for same market --

There is no other comparable existing or upcoming facility identified through the study.

Main Questions:

1. Were Parking Analysis, and Traffic Impact Analysis conducted on the site?

Parking Analysis of downtown has been conducted and it shows plenty of parking infrastructure. A formal TIA would be conducted with the design phase and impacts mitigated then.

2. Can the project be sited on another part of the city that is not downtown?

City Ordinance No. 017849 language stipulates that the MPC is sited in downtown El Paso.

3. Will site be impactful, and will this proposal remove future opportunities for larger arena?

Site and project have been identified as an economic catalyst for the city, bringing in shows we currently don't get, and stimulating local economy. A larger arena would be possible in the future through a private sports team or other partner.

4. Can Council put a larger facility or abandoning the project up to voters?

It is within Council's discretion to approve any direction moving forward.

5. Why weren't alternative sites made available for the public to consider/decide?

The Texas Open Meetings Act allows the City to hold a closed meeting to discuss real estate matters when an open discussion could have a detrimental effect on the City's ability to negotiate with third parties. This provision can be found at Texas Government Code, Chapter 551, Section 551.072

VIRTUAL ZOOM Meeting 2.28.24 (5:30-7:00pm)

Meeting Information

Participants: 42

Meeting video shows all real-time verbal responses:

[Meeting Video on elev8ep.com](https://elev8ep.com)

Market Assessment

- Some leaders have indicated you missed on location, seating capacity, entertain model -high school football? freeway access and parking? Pls respond.
- What is the budget? How it will be funded?
- How did you arrive at the probable monetary range of remediation costs denoted in your presentation?
- How did you arrive at the probable monetary range of remediation costs denoted in your presentation?
- The County is considering an amphitheater at Ascarate Park. How will this affect City's venue?
- Why is the ROM costs such a large range? \$600,000 to \$2.7M?

- El Paso is not Dallas, Austin, Phoenix. Their funding bases are significantly different than El Paso. So why were these used in comparisons?
- To be clear, the 4,000 outside seating is a lawn/bring your own chair.
- What are the soft costs not mentioned in the project?
- Have you identified potential impacts to Assembly space in Sunland Park currently under construction?
- The presentation on Feb. 13 scored Site C at 7.50. Why is the current score different? What changed.
- What is the budget? How it will be funded?
- Specifically, what venues/performances are we missing and where did they go?

Alternative Site Selection

- The alternative site is unworkable. Location is essential. If we cannot better locate the MPC, why doesn't the City just kill the project?
- Has the former Asarco Refinery site been considered for the MPC? Site remediation is almost complete there, no?
- Why is the area of Duranguito not being used, since the area has already been demolished?
- Was any consideration given to partnering with the NPS and locating the MPC within Chamizal Park?

Benchmark Studies

- Describe the outside seating.
- What is the annual revenue for the Toyota Music Factory?
- The hybrid amphitheater is not a multipurpose center. It's a limited, seasonal music venue only. It achieves nothing that cannot be accommodated with existing venues. More important it hamstring the opportunity for future councils to build a more significant project in the near future, and will cause \$150million in unnecessary debt for years to come. It is not a fiscally responsible use of tax dollars. This is not the project the bond envisioned. This project should not be considered at this time. I would hope it would be tabled for future City Councils.
- What is the quantitative difference in your spider mappings?
- Does this design dynamic enough for El Paso? Are we downscaling again? Is the more impactful idea? I don't see the region coming down to this venue.
- Why did you choose to use Irving Texas as a comparable? The surrounding metropolis area of Dallas can't be compared to the potential attendance based off our regional area comparatively
- Why did you choose to use Irving Texas as a comparable multipurpose center? The surrounding metropolis area of Dallas can't be compared to the potential attendance based off our regional area comparatively

Union Depot Site

- Where is the free parking for this venue?
- What's the quantitative difference between Union Depot and the Convention Center?
- The orientation of the outdoor part of the conceptual venue is such that users will be facing toward the western setting sun. That will severely impact its use.
- Can there be a right-in / right-out on Paisano?
- What is the response of the TCEQ on health issues?
- It really seems unrealistic to expect Amtrac and the various other railroad companies to "coordinate" their traffic with MPC venue events? At best maybe they agree not to sound the engines horns like they do in the lower valley but I sincerely doubt they would reschedule their trains.
- How will this affect the architecture school and its students?

- How much is TTU rent actually, and will the arena impact it's rent in the coming years?
- Does Amtrac have any current co-sponsoring agreements?
- Amtrac, with other venues in other cities?
- Did I understand you to say that there might be the chance of using rail to get to the events?
- why not do the survey again with a focus on the UD location?
- I'm sorry if I missed the answer, but was the former Asarco Refinery site considered for the MPC? Also, is there any threat the Union Depot site might have archeological significance?

Downtown location related

- can the mpc project be cancelled
- Should this proposal fail what happens then? Will you select an alternative property? Can a new alternative be offered at your next meeting as a possible alternative site if this one should not succeed?

Transit

- how will this affect traffic downtown and are there plans to redirect traffic jams?
- What will be the plan to enhance public transit access?
- how are you going to abate the train noise during outdoor events?
- What is the noise impact of the traversing of the trains for events?
- Freeway access

General Questions:

- I would like to know the dates a times of the public meetings you conducted please.
- How many members of the public are attending this webinar?
- Where is the PeopleSoft for this project?
- Question for Laura from media, would we be able to get a recording of the presentation?
- Will Taylor Swift be coming to preform?
- Why is the multipurpose center not being placed on a city vote for El Pasoans to decide if we should built the center and / or built a larger multipurpose center ?
- Why are we not building a larger multipurpose center that will service el Paso now and in the future (in the future we will be paying more to expand the current proposed multipurpose center?
- Please explain how can Council responsibly vote on an MPC without a design and so many undetermined components of any project?
- Is this idea impactful enough? Do you believe the region will visit this venue?
- Will the Mountain Star Soccer team have its playing field be part of the MPC?

General Comments-

- City staff: I appreciate all your work, diligence, and open discussion and answers to help make our 915 a better place!!!
- I do appreciate your time and effort to present the MPC site information. I also appreciate your efforts to answer the questions from the community.

RAILROADS

- Union Pacific to the north; Noise every 10-15 minutes day and night; Carbon Monoxide; On windy days ground contaminants become airborne; Ground shaking!; Trespass on railroad property.; Burlington Northern Santa Fe to the immediate south and across Paisano-; Noise 10-15 minutes day and night; Ground shaking!; AMTRAK to the north-; Noise mid-day

VEHICULAR TRAFFIC ON PAISANO

- Blind corner; Curve to the left of Union Depot; Downhill from the right of Union Depot; Speed; Excessive in both directions; During the daylight hours there is traffic entering and exiting Union Depot and cross traffic is manageable; During the nighttime hours there is very little to no traffic entering and exiting Union Depot. An increase in traffic would be hazardous; how will this affect traffic downtown and are there plans to redirect traffic jams.

PEDESTRIANS

- Paisano will be dangerous to pedestrians who must walk near or along the roadway; Especially those with mobility issues; Intoxicated people; Those horsing around; Children; The walkway from Southwest University is a long walking distance to and from Union Depot; The incline and decline will be difficult for: Those with mobility issues; Intoxicated people; The walkway is from W. Franklin to W. San Antonio. No entry or exit In-between. how will this affect traffic downtown and are there plans to redirect traffic jams.

In Q & A Section on Zoom:

Why is the multipurpose center not being placed on a city vote for El Pasoans to decide if we should built the center and / or built a larger multipurpose center?

Why is the area of duranguito not being used, since the area has already been demolished ?

Why are we not building a larger multipurpose center that will service el Paso now and in the future (in the future we will be paying more to expand the current proposed multipurpose center?

Transcript from Zoom meeting chat:

00:34:45 Ed Hamlyn: Ed Hamlyn, edhamlyn@gmail.com

00:35:35 Woody Bare El Paso Resident: Woody Bare wab8591@gmail.com

00:35:50 Dr. Sharon Miles-Bonart: Can you hear us?

00:36:26 Steve: Steve Rosenfeld stever@utep.edu

00:36:57 Dr. Sharon Miles-Bonart: So we are to engage using chat. No microphones.

00:37:02 Daniella Quesada: <https://www.elev8ep.com/mpc-home-page>

00:37:17 Dr. Sharon Miles-Bonart: Sharon Miles-Bonart. Shmiles@flash.net

00:41:16 Dr. Sharon Miles-Bonart: Describe the outside seating.

00:41:20 Ed Hamlyn: The alternative site is unworkable. Location is essential. If we cannot better locate the MPC, why doesn't the City just kill the project?

00:41:53 Steve: can the mpc project be cancelled

00:42:37 Dr. Sharon Miles-Bonart: Where is the People
Soft for this project?

00:43:36 Dr. Sharon Miles-Bonart: How many members of the public are attending this webinar?

00:44:38 City of El Paso: Thank you all. We ask that you please allow staff to run through the project and we will work to provide responses to your questions. Please note, staff cannot cancel the project but we will share your comments.

00:44:53 City of El Paso: There are over 30 attendees at this time.

00:45:01 Dr. Sharon Miles-Bonart: Where is the free parking for this venue?

00:45:35 Dr. Sharon Miles-Bonart: Will Taylor Swift be coming to preform?

00:47:44 K. Monier: Will the Mountain Star Soccer team have it's playing field be part of the MPC?

00:56:41 Dr. Sharon Miles-Bonart: What is the annual revenue for the Toyota Music
Factory?

00:57:12 Woody Bare El Paso Resident: RAILROADS
Union Pacific to the north-
Noise every 10-15 minutes day and night
Carbon Monoxide
On windy days ground contaminants become airborne
Ground shaking!
Trespass on railroad property.

Burlington Northern Santa Fe to the immediate south and across Paisano-
Noise 10-15 minutes day and night
Carbon Monoxide
On windy days ground contaminants become airborne
Ground shaking!
Trespass on railroad property.

AMTRAK to the north-
Noise mid-day
Carbon Monoxide
On windy days ground contaminants become airborne
Ground shaking!
Trespass on railroad property.

00:57:50 Woody Bare El Paso Resident: VEHICULAR TRAFFIC ON PAISANO

Blind corner

Curve to the left of Union Depot

Downhill from the right of Union Depot

Speed

Excessive in both directions

During the daylight hours there is traffic entering and exiting Union Depot

and cross traffic is manageable.

During the nighttime hours there is very little to no traffic entering and exiting

Union Depot. An increase in traffic would be hazardous.

00:58:11 Charlie: Some leaders have indicated you missed on location, seating capacity, entertain model -high school football?,freeway access and parking? Pls respond.

00:58:45 Alex Cortez | EXIGO: how will this affect traffic downtown and are there plans to redirect traffic jams

00:58:49 Woody Bare El Paso Resident: PEDESTRIANS

Paisano will be dangerous to pedestrians who must walk near or along the roadway.

Especially those with mobility issues

Intoxicated people

Those horsing around

Children

The walkway from Southwest University is a long walking distance to and from Union Depot

The incline and decline will be difficult for:

Those with mobility issues

Intoxicated people

The walkway is from W. Franklin to W. San Antonio. No entry or exit In-between.

00:59:08 Dr. Sharon Miles-Bonart: Asking again, What will the outdoor seating be like?

01:00:01 Dr. Sharon Miles-Bonart: Staff mentioned that.

01:05:44 Charlie: Should this proposal fail what happens then? Will you select an alternative property? Can a new alternative be offered at your next meeting as a possible alternative site if this one should not succeed?

01:05:54 Steve: how are you going to abate the train noise during outdoor events

01:06:49 Dr. Sharon Miles-Bonart: What's the quantitative difference between Union Depot and the Convention Center?

01:08:26 Dr. Sharon Miles-Bonart: What is the noise impact of the traversing of the trains for events?

01:08:30 Alex Cortez | EXIGO: How will this affect the architecture school and it's students?

01:09:25 Woody Bare El Paso Resident: Threats- RAILROADS

All 3 railroads to the north and south

Noise every 10-15 minutes day and night

Carbon Monoxide

On windy days ground contaminants become airborne

Ground shaking!

People Trespass on railroad property.

01:10:41 Alex Cortez | EXIGO: How much is TTU rent actually and will the arena impact it's rent in the coming years?

01:11:13 Woody Bare El Paso Resident: Threats- VEHICULAR TRAFFIC ON PAISANO

Blind corner

Curve to the left of Union Depot

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Union Depot. An increase in traffic would be hazardous.

01:12:44 Dr. Sharon Miles-Bonart: Why is the ROM costs such a large range? \$600,000 to \$2.7M?

01:13:26 Woody Bare El Paso Resident: Threats- PEDESTRIANS

Paisano will be dangerous to pedestrians who must walk near or along the roadway.

Especially those with mobility issues

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Children

The walkway from Southwest University is a long walking distance to and from Union Depot

The incline and decline will be difficult for those with mobility issues and intoxicated people

The walkway is from W. Franklin to W. San Antonio. No entry or exit In-between.

01:15:27 Deb Hamlyn: Please send my comments to everyone.

01:16:20 Dr. Sharon Miles-Bonart: Does

Amtrak have any current co-sponsoring agreements?

01:16:27 K. Monier: Has the former Asarco Refinery site been considered for the MPC? Site remediation is almost complete there, no?

01:18:10 Dr. Sharon Miles-Bonart: Amtrak, with other venues in other cities?

01:20:30 Ed Hamlyn: The market area is far too limited. At minimum it should include Las Cruces.

01:21:12 Dr. Sharon Miles-Bonart: What are the soft costs not mentioned in the project?

01:22:43 Joaquin Rodriguez: <https://www.elev8ep.com/mpc-home-page>

01:26:58 Jim Booher: Have you identified potential impacts to Assembly space in Sunland Park currently under construction?

01:27:01 Ed Hamlyn: Was any consideration given to partnering with the NPS and locating the MPC within Chamizal Park?

01:27:44 City of El Paso: The 2012 voter approved bond project included language that specifically states the MPC can only be located in downtown.

01:28:13 Dr. Sharon Miles-Bonart: To be clear, the 4,000 outside seating is a lawn/bring your own chair.

01:29:17 Joe Gudenrath: The presentation on Feb. 13 scored Site C at 7.50. Why is the current score different? What changed.

01:29:21 Woody Bare El Paso Resident: why not do the survey again with a focus on the UD location?

01:30:32 Charlie: Freeway access

01:33:22 Dr. Sharon Miles-Bonart: What is the response of the TCEQ on health issues?

01:34:20 Dr. Sharon Miles-Bonart: Can there be a right-in / right-out on Piasano?

01:35:45 Ed Hamlyn: (sorry, another statement rather than question.) The orientation of the outdoor part of the conceptual venue is such that users will be facing toward the western setting sun. That will severely impact its use.

01:36:43 Dr. Sharon Miles-Bonart: What is the quantitative difference in your spider mappings?

01:37:51 Dr. Sharon Miles-Bonart: How close? It is your map.

01:38:05 Charlie: Does this design dynamic enough for El Paso? Are we downscaling again? Is the more impactful idea? I don't see the region coming down to this venue.

01:38:06 Dr. Sharon Miles-Bonart: Please give the numbers.

01:40:44 K. Monier: It really seems unrealistic to expect Amtrak and the various other railroad companies to "coordinate" their traffic with MPC venue events? At best maybe they agree not to sound the engines horns like they do in the lower valley but I sincerely doubt they would reschedule their trains.

01:42:44 21rubio21@gmail.com: Why is the multipurpose center not being placed on a city vote for El Pasoans to decide if we should build the center and / or build a larger multipurpose center ?

01:43:13 21rubio21@gmail.com: Why is the area of duranguito not being used, since the area has already been demolished ?

01:43:30 21rubio21@gmail.com: Why are we not building a larger multipurpose center that will service el Paso now and in the future (in the future we will be paying more to expand the current proposed multipurpose center?

01:51:53 Dr. Sharon Miles-Bonart: Please explain how can Council responsibly vote on an MPC without a design and so many undetermined components of any project?

01:57:04 Appolonia Roldan: Just a reminder that we will be hosting another hybrid community meeting at the Blue Flame Building, next Wednesday March 6- 5:30pm-7pm

01:57:12 Charlie: Is this idea impactful enough? Do you believe the region will visit this venue?

01:58:03 K. Monier: I'm sorry if I missed the answer, but was the former Asarco Refinery site considered for the MPC? Also, is there any threat the Union Depot site might have archeological significance?

01:58:55 Dr. Sharon Miles-Bonart: Specifically, what venues/performances are we missing and where did they go?

02:02:26 Dr. Sharon Miles-Bonart: El Paso is not Dallas, Austin, Phoenix. Their funding bases are significantly different than El Paso. So why were these used in comparisons?

02:02:57 Woody Bare El Paso Resident: The County is considering an amphitheater at Ascarate Park. How will this affect City's venue?

02:06:07 Appolonia Roldan: for more information <https://www.elev8ep.com/>

HYBRID Meeting 3.6.24 (Center for Civic Empowerment, 5:30-7:30pm)

Participants: 27 in-person, 43 virtual; TOTAL: 70

In person community input (BOARD notes)

General Questions

- What renovation & expansion is being done on the convention center? That was part of the bond issue El Pasoans supported.
- What is plan for the original site where the MPC would have worked perfectly with a 15000-seat facility at time bond issue passed?
- 500 million bond issue to build El Paso as a world class city. This whole project is not even z class.
- If there's only 5 in country what financial success have they had? Are any between railroad lines?
- How much did this study cost?
- How much money/value has been lost on the bond issue?
- All hotels built around convention center were promised convention business none exist now. Have was this railroad project convention business?

General Comments

- Council has cancelled other QOL '12 project. They should do it here.

Market Assessment

- El Paso County Coliseum is a mid-size, flexible venue – incorrect to state MPC would not compete with exiting venues.
- 6,500 to 1,500 more desirable due to El Paso climate.
- AAA stadium is insolvent; trolley is insolvent. Don't need another!
- "Secure VIP Parking"? For who? How about first come, first serve?
- Public/private = public takes 100% of risk; private keeps profits.
- Way to expensive \$45,000/seat.
- 30% soft costs are \$54M and 27M to the City egregious
- P3 needs to be full equity partnership.
- Size of venue seems too small to be of value.

Benchmark studies/comparable facilities

- The spider & tables are misleading. Implicit in the graphs is that all 12 criteria are of equal value; they're not. And the 10 increments of each criteria are subjectively determined. This is obfuscation
- Why wasn't Asarco site considered? 3 minutes from downtown!
- Build flexible more value
- Flexible gives more opportunity for events
- Arena needs 15,000 seating, not same size as Don Haskins/NMSU
- El Paso loses shows to Athletics. Games/practice

Community Engagement

- Provide future community engagement opportunities that are more diverse: different forums, interactive.
- Too expensive. Don't have the money.

Alternative Site Selection

- Can site M be explored as diligently as site A?
- Imagine the hoards leaving Site A and the traffic jam that will ensue.
- Did City know changing boundaries Downtown/Uptown would have this effect? Please make public how is had this effect + explain why that wasn't made public before.
- Site M is a great alternative to Union Depot too! Love the idea of Texas St as a connector to Downtown! Develop Texas St.
- Site M has better traffic flow to prevent congestion. Can the city present traffic flows of all proposed sites?
- Why haven't the alternative sites been made public for us to consider? Pgckenzie4409@gmail.com
- The original site was (and still is) vastly superior.
- Site C is a better location but only if pedestrian access along San Antonio Ave is maintained.
- Convention center parking & Union Depot garage site C
- Site C: trolley runs right on Santa Fe
- More engine #1 to the floor of the Union Depot. [It is hidden from the public in its current location]

Union Depot Site

- Great opportunity to revitalize Union Plaza district.
- Sandwiching the facility between BNSF & Union Pacific rail lines is horrendous.
- Retail in Union Depot will not allow arch school to function safely

- Union Depot site has too narrow of a stage that is creating a passable viewing experience instead of a desirable optimized experience
- Solar orientation does not seem ideal for outdoor seating
- Flow of traffic, bottle neck concerns
- Site A: Relocate & include a railroad museum & exhibit
- Site A Include railroad museum on adjacent parking lot
- Where will Sun Metro go? Loss of infrastructure
- Limiting rail infrastructure concern

Virtual community input

Market Assessment

Benchmark studies/comparable facilities

Community Engagement

Alternative Site Selection

- I like option H the best. Its an actual arena, its bigger, still in downtown, and it allows for a potential sports team there. I don't completely trust the union depot option and what they can do to the train station.
- Option C seems to be about building a new facility adjacent to the Chavez & convention center - why is renovation not being considered as nothing in the bond requires a new facility?
-

Union Depot Site

- I live a mile away from the railroad tracks I still hear the train unless you put the train underground you cannot avoid the train freight pollution noise
- If there is a flexible MPC in the union depot area, will it be owned by the public, privately, or a mix of both?
- Kasi Schnell responded to my question "I am concerned that the MPC analysis views public transit as a threat. Is public transit not the best way to move large numbers of people to and from downtown events? Further, it seems like the end goal is to remove transit from the site entirely as soon as existing contracts become breakable. Is that being considered?" with "The analysis does not view this as a threat, instead as an opportunity" - however 'A transit-oriented use reportedly must remain on this site' is listed in bold and red under the 'threats' category of the site assessment. Could that be elaborated upon?
- I vote for another site. This one has too many design phase obstacles.
- Why are we finalizing a site, if we don't have preliminary parking and traffic questions addressed?
- I am concerned that the MPC analysis views public transit as a threat. Is public transit not the best way to move large numbers of people to and from downtown events? Further, it seems like the end goal is to remove transit from the site entirely as soon as existing contracts become breakable. Is that being considered?
- Will there be a public safety study? What i'm getting at is large venues are susceptible to crime. The particular site is on flat ground with hillside on one side and Paisano on the other. Pls respond
- If we are waiting to finalize a location before considering the cost of mitigating traffic and noise and accommodating parking, what is the plan in case this location is selected, and those costs push the project out of budget?
- Is it safe to build an arena close to the railroad tracks? Mistakes and flaws in the track can derail a train.

- Ingress, egress and parking should have been one of the first factors in consideration before trying to finalize the site location. The close proximity to the rail line is not a positive. It will create significant safety issues and noise issues that both UP and Amtrak will likely push back on and will create additional, extended delays to development of this site.
- What will be demolished in order to accommodate this MPC? How will traffic be handled in this area 4-8,000 is a lot of car traffic + parking. How was it determined that this is the best site for a venue like this?
- Why put an outdoor performance venue next to active railroad tracks. Wouldn't a passing train interfere with the performance?
- 1) Parking? 2) noise/disruption when trains are passing through?
- Will the union depot still be used as a train station with Amtrak use?
- The statement on the presentation alone of possible unique experience is a LIE, no one seems to have reached out and even found out it was not possible yet put it on the presentation?

General Questions

- Is ordinance the same as the proposition we voted on???
- Have Public Safety officials (Fire, Police, Medical) been consulted?
- Were the words the arena on the ballot or put on later without a vote
- Will this Q&A be archived and available for public view after this meeting ends?
- What is the amount of interest for the 32 years of the bond
- Why have you not answered my question about putting this back out to the voters? El Paso is not the same city it was 12 years ago. Certainly, the downtown has changed dramatically! It seems that the important things are on the agenda "to be studied" are too far in the future. Many of the questions asked here need to be answered BEFORE you move ahead with the design phase!
- In regard to the response to the question about a potential breach of contract, it feels like the answer given by the city is a legal opinion (in terms of interpretation of the contract's terms) and not necessarily legal fact. Although the city can make an argument as to why the venue does not breach the contract, is it still possible for Mountain Star to sue (and possibly win) if they feel the argument is not compelling?
- There was a concert at the Ballpark in October, none in last 10 years is a lie! Why is your department misleading the public?
- Train & traffic noise is problematic for this design, common sense needs to be considered before the design study. Why waste time & effort?
- Is the old ASARCO area available for building something like this? Easy access for traffic, parking, etc?
- If city council approves the location now, can they then later decide against the location if the design phase reveals intractable issues in terms of budget stemming from parking, traffic, noise, contract renegotiation, etc?
- public's participation on a new site and not automatically selecting one of the 12 alternatives. A new location. How can a new idea be communicated to city council?
- Alex, can your department please post asap where in the language it says specifically downtown
- Former City Manager Wilson sent an email to each City Council Reps and to the Mayor. She outlined all the negatives for the MPC to be located at the Union Depot site. Will Ms Wilson's assessment be taken into account on the March 12, 2024 City Council meeting?
- How can an approved bond project be modified or revise?
- Time to put it back out to the voters. Much has changed!!
- can you please provide where it says downtown?
- Where is the traffic study for downtown calculating with the current venues in use and adding a 5th venue in the same radius? Will TX Dot be contacted so that reconfiguration of downtown exists to accommodate more traffic

occur?

No different than what had to happen when the Fountains at Farah were added to the Cielo Vista Mall area.

- The clause in the contract with Mountain Star for the baseball stadium means this venue would create a breach of contract and thus force the City to renegotiate the contract and further cause more incentives and concessions costing El Paso citizen tax payers far more for both venues. With higher tax rates again. Why was this clause not mentioned during the City Council presentation or was this intentional so Mountain Stars gets more of Citizens tax dollars?
-

General Comments

- I missed the words arena must be downtown or was it added later without a public vote
- The Next Step should be cancel this project the ordinance and put it back to the voters to see if they do want a venue in the downtown location.
- El Paso residents should consider the future of our city, and the 2012 arena project marked a significant stride towards its growth. Hosting events like NBA G League games, concerts, and other attractions not only stimulates the economy but also draws visitors to downtown, fostering further growth. With a planned 12,000-seat arena and the prospect of renowned musicians performing, we could attract attendees from neighboring states like New Mexico and Arizona, thereby bolstering our economy.
- Where is the study for traffic and parking for more than one venue downtown in less than a half mile radius to enter the bottleneck downtown traffic with more than one venue having an event. October there was 3 events on the same day at The Plaza, a country concert and Horrorfest all making parking and traffic a nightmare and you want to add another venue in the small radius. Only making a evening out a nightmare. Where is the study evaluation with all venue's having an event on the same day. It already occurs so there should have been a study if you did your due diligence.
- Mr. Mayor respectfully, this project is not a good thing for your legacy. You've been great for our city! Please pause this project.
- As you just stated correctly it was the ORDINANCE that changed the location. Voters did not vote for it nor was downtown location part of the bond we voted on in 2012. So Bond voted on and ORDINANCE later changed are to different documents. Stop saying we voted for downtown when that is not what the bond read , but the Dee Margo ORDINANCE bait and switch. So the ORDINANCE can be rewritten or the bond can be sent back to voters with downtown location in the bond language. Two different documents. I used to create both for the city and know the difference and how citizens are being misled by we voted for downtown statements which are untrue.
- I never understand why people that live in El Paso always complain about having nothing to do here but when we want to put an arena down, that could bring in a g league team, other sports teams, and help grow the economy of the city. El Paso people say no, and don't want to grow and just want to stay the way we are.
- That link makes a citizen have to download a program. One Drive? I'm sure the city pays for you to have all software programs but not every citizen in El Paso can. But like this venue project forced upon the citizens it is done from a place of privilege when the majority of tax payers live under or at the property line and don't have well paying city jobs.
- Can we go back to the 2012 project, I still can't believe that some people in El Paso stopped that project, that was gonna help grow the city, but it was stopped by people that wanted to keep some old run down building, building the arena is a great step for El Paso to grow into a bigger city
- The entire push for a downtown location after the Bid was passed is nothing more than a gentrification project to wipe away this cities heritage and history. You all who worked on the MPC should be ashamed of how you are harming and have harmed this community and will further do so with the tax dollars we will, have to further spend when due to the clause in Mountain Stars contract it will have to be renegotiated at the tax payers expense. Shame! Shame! Shame!

- El Paso needs something magnanimous! This ain't it! A group out of SF sold you this idea that isn't right for El Paso. El Pasoans deserve better! Pause this project!
- Kasi Schnell the Bond of 2012 did not specify the venue be placed downtown, your statement is incorrect. The location was changed to be downtown after the bond was approved by Mayor Margo by an ORDINANCE which means that ORDINANCE could be retracted and downtown no longer be a factor. Telling citizens the 2012 bond we voted on stated downtown is a LIE! All citizens should worry if city employees are lying about the facts to the citizens. Just like the bond did not state sports arena and a judge ruled upon that fact. Stop saying the voters voted to place the venue downtown, we DID NOT!
- This is NOT what I voted for in 2012. I don't think anyone back in 2012 had a mediocre project like this in mind when we approved a Downtown Arena. Hundreds of dilapidated city blocks downtown in much need of investment and you pick a contaminated wedge of land sandwiched between two freeways and railroad tracks! We voted for a Mercedes and your proposing a Ford Pinto. No, no, no! You have to go back to the drawing board!
- I can appreciate the time and effort put forth on this study. The needs in our community are great but this seems to fall short of adequately addressing them. I am concerned that this will create another financial money pit that will need to be maintained by taxpayers.
- I am a concerned engaged citizen. I appreciate all the time/resources invested on the studies and possible site and building plans. I also understand that the available funding left for this project is not enough for a project that The City community deserves. I also understand that the longer we wait, the more expensive the project will be but desperate solutions will not last and serve the purpose. The site is a dead end, narrow space not meeting the qualifications for a nice, decent open forum for any outdoor activities. The parking will be limited and the aesthetic aspect will be covered by the Border road on one side and the tracks on the other side. Who rides the train nowadays and the train noise in the middle of a concert. Let's save the resources that will be spent, wait for the sale of the properties bought for the former arena site and start working strategically to find partnerships from the private sector. Thank you for this opportunity to let the community express their thoughts.
- Alex Hoffman the design phased, you presented a design at city council and it is on the elev8ep.com page. This is the worst unplanned venue and presentation. You were to have evaluated all prior to this point of forcing this venue and location upon the citizens and tax payers. This project needs to be sent to the voters for the downtown, location and see if there is support. Anyone forcing this onto the citizens of El Paso does not have the best interest of the citizens at heart but their own pay checks.
- Parking and all else should have already been evaluated prior to further wasting city employees and citizens time. This entire presentation is filled with misinformation to the public. Voters did not vote for the venue to be placed downtown, a subsequent act by city council in a bait and switch changed the location.
- This project should be located away from downtown. It will be too congested. Ideal location will be on the west side where the Great Wolf Lodge was going to be built if the land is still available.
- Has a noise study been conducted for this site? Several years ago, I attended a KD Lang concert at the Pepsi pavilion in Denver, located next to train tracks. She had to stop her concert a couple of times due to the screeching and banging of the trains. I think artists and performers may think twice about booking a venue with noise intrusions from trains and nearby highways.
- FYI, the Pepsi pavilion no longer exists.
- Alex Hoffman your statement is incorrect, the binding citizens voted on did not direct the venue to be downtown. The subsequent ordinance passed by Dee Margo changed the bond to force it downtown. Please do not mislead the public some of us have read all the documents.
- Claiming that the voters approved of this is misleading since the Bond voted on DID NOT state downtown just as it did not state sports arena as a judge already ruled on. This entire project needs to be scrapped and sent back to the voters not forced upon the citizens to have it in a congested area of town. You seem to feel you have to spend the bond money no matter what. The city does not and can send it back to be canceled, if the council can

add after the fact location then the council can vote to not place more hardship on Citizens by making an evening out downtown a bigger traffic nightmare.

- What about the noise & pollution from the trains &
- traffic on freeway, loop 375, & Paisano?
- A better investment would be to put the 2012 bond \$ into renovating the Abraham Chavez.
- It needs to not be downtown! Traffic is horrendous when there is a ballgame and even more awful if there are other events going on at the same time.
- Parking is a huge concern as more than one venue having an event downtown is a nightmare, currently 4 venues in the same radius. Plaza theater, Abraham Chavez, Convention Center and Baseball stadium. Where is the downtown traffic and parking study with more than one venue is having an event at the same time. There are many events at the same time at the current events all you have to do is view each venues calendars and you will see all the currently overlapping events and nightmare for getting to your event on time. No citizen should have to leave 2 hours prior to an event to make their event on time.
- Potential partner opportunity with railroad for a unique guest experience and branding? is misleading Amtrak does not own nor can give access to the tracks as they merely lease. Freight line will not partner!

Q&A Chat from Zoom Meeting:

Anna 05:35 PM

Please increase your volume. You are hard to hear. Thank you!

Kasi Schnell 05:35 PM

thank you

Galaxy Tab A 8 05:35 PM

statment of:

Potential partner opportunity with railroad for a unique guest experience and branding? is misleading Amtrak does not own nor can give access to the tracks as they merely lease. Freight line will not partner!

Alex Hoffman 05:39 PM

Partnerships have not you been determined because City Council first needs to approve the site location. Once that is finalized, we can begin looking for opportunities to partner with other entities, including the owners of the rail lines.

Galaxy Tab A 8 05:40 PM

Parking is a huge concern as more than one venue having an event downtown is a nightmare, currently 4 venues in the same radius. Plaza theater, Abraham Chavez, Convention Center and Baseball stadium. Where is the downtown traffic and parking study with more than one venue is having an event at the same time. There are many events at the same time at the current events all you have to do is view each venues calendars and you will see all the currently overlapping events and nightmare for getting to your event on time. No citizen should have to leave 2 hours prior to an event to make their event on time.

Alex Hoffman 05:49 PM

Traffic, access and parking availability will be assessed and evaluated at the time of the design to ensure that the site and use are viable. At this point, we are merely looking to identify and finalize the site.

Galaxy Tab A 8 05:42 PM

The statement on the presentation alone of possible unique experience is a LIE, no one seems to have reached out and even found out it was not possible yet put it on the presentation? Very unprofessional.

Alex Hoffman 05:47 PM

Thank you for your comment, we are making sure we capture all feedback we receive.

Anonymous Attendee 05:43 PM

Will the union depot still be used as a train station with Amtrak use?

Alex Hoffman 05:46 PM

Yes, the project will not affect the operations of the Union Depot.

Galaxy Tab A 8 05:46 PM

The clause in the contract with Mountain Star for the baseball stadium means this venue would create a breach of contract and thus force the City to renegotiate the contract and further cause more incentives and concessions costing El Paso citizen tax payers far more for both venues. With higher tax rates again. Why was this clause not mentioned during the City Council presentation or was this intentional so Mountain Star gets more of Citizens tax dollars?

City of El Paso (You) 06:04 PM

The proposed MPC is not an outdoor venue, it's a hybrid facility that will provide a completely different experience to event goers than the ballpark. This facility will not compete with the ballpark as for the past 10 years, the ballpark has not been used as an entertainment venue for concerts that are anticipated to be hosted at the MPC per the feasibility study conducted by Gensler. The Gensler study also noted that the region lacks a modern concert venue that a select group of concerts/acts look for on tours which means it will target a completely different act than the ballpark would attract.

Lennie Enzel 05:46 PM

It needs to not be downtown! Traffic is horrendous when there is a ballgame and even more awful if there are other events going on at the same time.

Alex Hoffman 05:49 PM

The 2012 voter approved bond project included language that specifically states the MPC can only be located in downtown.

Anonymous Attendee 05:48 PM

1) Parking? 2)noise/disruption when trains are passing through?

Alex Hoffman 05:53 PM

Parking supply and noise from nearby trains will be evaluated and accomodated during the design phase of the project. At this point, we are looking to finalize the location of the proposed facility.

Maggie (she/her) 05:48 PM

Option C seems to be about building a new facility adjacent to the Chavez & convention center - why is renovation not being considered as nothing in the bond requires a new facility?

City of El Paso (You) 06:11 PM

We will not your comment and question to share with the Council as they are they will be providing the direction on renovation as a consideration.

Anna 05:49 PM

Where will the answers to my questions appear? Will they be emailed to me?

Alex Hoffman 05:51 PM

As Laura indicated, the answers can be found in the Q&A section and selecting the "answered" tab.

Galaxy Tab A 8 05:50 PM

Where is the traffic study for downtown calculating with the current venues in use and adding a 5th venue in the same radius? Will TX Dot be contacted so that reconfiguration of downtown exists to accommodate more traffic occur? No different than what had to happen when the Fountains at Farah were added to the Cielo Vista Mall area.

Alex Hoffman 05:56 PM

Again, parking and traffic will be evaluated during the design phase of this project.

sylvia searfoss 05:50 PM

What about the noise & pollution from the trains &

traffic on freeway, loop 375, & Paisano?

A better investment would be to put the 2012 bond \$ into renovating the Abraham Chavez.

Alex Hoffman 05:58 PM

Noise and concerns regarding pollution will be evaluated during the design phase. At this point, we are looking to finalize the site so that we can evaluate these important issues you raise.

Ana Reza 05:51 PM

can you please provide where it says downtown?

City of El Paso (You) 06:25 PM

regarding the arena's location, you can view the bond ordinance from 2012 here: https://cityofelpaso-my.sharepoint.com/:b:/g/personal/cruz-acostala_elpasotexas_gov/EeSucRmWS-1LgF5Xi9TP4OAB-2lyTtaa3bOntjSUCdXaBw?e=QyNmnd

Jose Lopez 05:53 PM

Why put an outdoor performance venue next to active railroad tracks. Wouldn't a passing train interfere with the performance?

Alex Hoffman 06:28 PM

During the design phase of the project, the project team can determine ways to mitigate surrounding sounds, including highway and train traffic.

Anna 05:53 PM

What will be demolished in order to accomodate this MPC? How will traffic be handled in this area 4-8,000 is alot of car traffic + parking. How was it determined that this is the best site for a venue like this?

Alex Hoffman 05:59 PM

The design phase will evaluate what--if any--modifications will be necessary at the site. Additionally, traffic and parking will also be part of the design phase where the important issues you bring up will be evaluated.

Lennie Enzel 05:54 PM

Time to put it back out to the voters. Much has changed!!

City of El Paso (You) 06:26 PM

Thank you for your comment, we have captured the comment in our notes.

Anonymous Attendee 05:54 PM

Ingress, egress and parking should have been one of the first factors in consideration before trying to finalize the site location. The close proximity to the rail line is not a positive. It will create significant safety issues and noise issues that both UP and Amtrak will likely push back on and will create additional, extended delays to development of this site.

Alex Hoffman 06:27 PM

We appreciate the feedback and can share your concerns with City Council as part of their decision to finalize the site's ultimate location.

Rebecca Gui 05:54 PM

Is it safe to build an arena close to the railroad tracks? Mistakes and flaws in the track can derail a train.

Alex Hoffman 06:26 PM

The design phase of the project will evaluate any potential safety concerns regarding site accessibility and issues related to the trains. We understand your concerns and will be sure to capture and convey them to City Council.

Mr. Muñoz 05:54 PM

If we are waiting to finalize a location before considering the cost of mitigating traffic and noise and accommodating parking, what is the plan in case this location is selected and those costs push the project out of budget?

Alex Hoffman 06:30 PM

Necessary public improvements as part of the project will need to be incorporated into the project's budget.

Anonymous Attendee 05:55 PM

Will there be a public safety study? What i'm getting at is large venues are susceptible to crime. The particular site is on flat ground with hillside on one side and Paisano on the other. Pls respond

Alex Hoffman 06:01 PM

Part of the design phase will be to evaluate and determine necessary public improvements to address safety both to and from the venue's location.

Galaxy Tab A 8 05:55 PM

Claiming that the voted approved of this is misleading since the Bond voted on DID NOT state downtown just as it did not state sports arena as a judge already rule on. This entire project need to be scrapped and sent back to the voters not forced upon the citizens to have it in a congested area of town. You seem to feel you have to spend the bond money no matter what. The city does not and can send it back to be canceled, if the council can add after the fact location then the council can vote to not place more hardship on Citizens by making an evening out downtown a bigger traffic nightmare.

Alex Hoffman 06:24 PM

The specific bond language for the site has been included as a link in the chat.

Anna 05:57 PM

How can an approved bond project be modified or revise?

Kasi Schnell 06:26 PM

Any changes or final decisions will require action from City Council

Galaxy Tab A 8 05:57 PM

Alex Hoffman your statement is incorrect, the binding citizens voted on did not direct the venue to be downtown. The subsequent ordinance passed by Dee Margo changed the bond to force it downtown. Please do not mislead the public some of us have read all the documents.

Alex Hoffman 06:23 PM

The bond ordinance language has been included as a link in the chat. There you can view that it specifies the location of the facility.

Michael 05:57 PM

Has a noise study been conducted for this site? Several years ago, I attended a KD Lang concert at the Pepsi pavilion in Denver, located next to train tracks. She had to stop her concert a couple of times due to the screeching and banging of the trains. I think artists and performers may think twice about booking a venue with noise intrusions from trains and nearby highways.

FYI, the Pepsi pavilion no longer exists.

Kasi Schnell 06:21 PM

This will come at the design phase

Maggie (she/her) 05:58 PM

I am concerned that the MPC analysis views public transit as a threat. Is public transit not the best way to move large numbers of people to and from downtown events? Further, it seems like the end goal is to remove transit from the site entirely as soon as existing contracts become breakable. Is that being considered?

Kasi Schnell 06:21 PM

The analysis does not view this as a threat, instead as an opportunity

Frank Madrid 05:59 PM

This project should be located away from downtown. It will be too congested. Ideal location will be on the west side where the Great Wolf Lodge was going to be build if the land is still available.

Alex Hoffman 06:24 PM

The bond language (see link in the chat) specified that the location of the facility must be downtown.

Anonymous Attendee 06:00 PM

Why are we finalizing a site, if we don't have preliminary parking and traffic questions addressed?

Alex Hoffman 06:07 PM

Parking and traffic can only be adequately evaluated once we know the final location. The design phase follows the site identification.

Anonymous Attendee 06:01 PM

My understanding was that city council were interested in the public view and suggestions, are you allowing for the public

Alex Hoffman 06:08 PM

For purposes of conducting this hybrid meeting, we are allowing online participants to communicate using the questions and answers feature of zoom. If you wish to provide additional comments, you can do so by going here: <https://www.elev8ep.com/mpc-home-page> and selecting "submit questions"

Galaxy Tab A 8 06:01 PM

Parking and all else should have already been evaluated prior to further wasting city employees and citizens time. This entire presentation is filled with misinformation to the public. Voters did not vote for the venue to be placed downtown, a subsequent act by city council in a bait and switch changed the location.

Kasi Schnell 06:24 PM

Thank you for your comment.

Anonymous Attendee 06:01 PM

Former City Manager Wilson sent an email to each City Council Reps and to the Mayor. She outlined all the negatives for the MPC to be located at the Union Depot site. Will Ms Wilson's assessment be taken into acct on the March 12, 2024 City Council meeting?

Kasi Schnell 06:19 PM

All comments from members of the public will be made available to City Council for their consideration

Ana Reza 06:02 PM

Alex, can your department please post asap where in the language it says specifily downtown

Kasi Schnell 06:18 PM

We are going to update it on our website.

Anonymous Attendee 06:02 PM

public's.. participation on a new site and not automatically selecting one of the 12 alternatives. A new location. How can a new idea be communicated to city council?

Kasi Schnell 06:15 PM

All of these comments will be relayed to City Council. The public also has the opportunity to speak and address City Council when this item is considered

sylvia searfoos 06:02 PM

Train & traffic noise is problematic for this design, common sense needs to be considered before the design study. Why waste time & effort?

Alex Hoffman 06:29 PM

At this point, we are still looking to finalize the location of the facility. This project follows the typical process of first determing the site and then developing a design to address the concerns you raise as well as others.

Mr. Muñoz 06:02 PM

If city council approves the location now, can they then later decide against the location if the design phase reveals intractable issues in terms of budget stemming from parking, traffic, noise, contract renegotiation, etc?

Kasi Schnell 06:15 PM

This would be at the discretion of City Council. It's outside the scope of what is being presented tonight.

Anna 06:04 PM

Is the old ASARCO area available for building something like this? Easy access for traffic, parking, etc?

Kasi Schnell 06:15 PM

The 2012 voter approved bond project included language that specifically states the MPC can only be located in downtown.

Anonymous Attendee 06:04 PM

Is there a reason why we are needing to hear all of the conversations from the in person attendees? The sound of everyone speaking at once is a distraction.

Alex Hoffman 06:09 PM

We can communicate to the team in person and ask them to mute.

Galaxy Tab A 8 06:06 PM

Alex Hoffman the design phased, you presented a design at city council and it is on the elev8ep.com page. This is the worst unplanned venue and presentation. You were to have evaluated all prior to this point of forcing this venue and location upon the citizens and tax payers. This project needs to be sent to the voters for the downtown, location and see if there is support. Anyone forcing this onto the citizens of El Paso does not have the best interest of the citizens at heart but their own pay checks.

Alex Hoffman 06:17 PM

Thank you for your response, we have capture your feedback and will be sure to include this information to City Council.

Anonymous Attendee 06:06 PM

I am a concerned engaged citizen. I appreciate all the time/resources invested on the studies and possible site and building plans. I also understand that the available funding left for this project is not enough for a project that The City community deserves. I also understand that the longer we wait, the more expensive the project will be but desperate

solutions will not last and serve the purposed. The site is a dead end, narrow space not meeting the qualifications for a nice, decent open forum for any outdoor activities. The parking will be limited and the aesthetic aspect will be cover by the Border road in one side and the tracks on the other side. Who rides the train nowadays and the train noise in the middle of a concert. Let's save the resources that will be spent, wait for the sale of the properties bought for the former arena site and start working strategically to find partnerships from the private sector. Thank you for this opportunity to let the community express their thoughts.

Alex Hoffman 06:11 PM

Thank you for the comment, we are capturing it and will be sure to share your perspective and others with City Council.

Galaxy Tab A 8 06:08 PM

There was a concert at the Ballpark in October, none in last 10 years is a lie! Why is your department misleading the public?

Kasi Schnell 06:20 PM

Thank you for the comment.

Mr. Muñoz 06:08 PM

In regard to the response to the question about a potential breach of contract, it feels like the answer given by the city is a legal opinion (in terms of interpretation of the contract's terms) and not necessarily legal fact. Although the city can make an argument as to why the venue does not breach the contract, is it still possible for Mountain Star to sue (and possibly win) if they feel the argument is not compelling?

Kasi Schnell 06:23 PM

This is something that will be determined by the City Attorney's office

Rich Wright 06:09 PM

This kind of presentation doesn't play well over Zoom.

Alex Hoffman 06:12 PM

Thank you for the feedback. We are also having this meeting in-person at the Blue Flame and extending the reach via Zoom.

Robert Sykos 06:09 PM

Help speak one at a time, to many open mikes!!!!!! Can't understand anyone

Alex Hoffman 06:13 PM

Per an earlier request, we have muted the conversation taking place in person.

Galaxy Tab A 8 06:10 PM

City not responding to questions so other citizens can see other citizens comments and concern is intentionally keeping concerns out of the public view. I will screen shot all and post online to show your departments tactics.

Alex Hoffman 06:14 PM

We are actively working to respond to questions as quickly as possible. We appreciate your patience.

Galaxy Tab A 8 06:11 PM

Will there be another I person since this hybrid is not a traditional zoom?

Alex Hoffman 06:16 PM

This is our second and final meeting. The first was held completely online while the second is hybrid.

Mr. Muñoz 06:14 PM

I've asked three questions and haven't received a single answer, is there a backlog of questions? Will mine get answered?

Alex Hoffman 06:15 PM

Yes, there is a backlog at the moment. We are working as quickly as possible to respond to your questions. Thank you for your patience.

Anna 06:16 PM

I can appreciate the time and effort put forth on this study. The needs in our community are great but this seems to fall short of adequately addressing them. I am concerned that this will create another financial money pit that will need to be maintained by taxpayers.

Alex Hoffman 06:18 PM

Thank you for the response. Any design will ultimately need to consider the cost to operate and maintain the facility. This will be one of a number of factors for City Council to evaluate.

Anonymous Attendee 06:18 PM

This is NOT what I voted for in 2012. I don't think anyone back in 2012 had a mediocre project like this in mind when we approved a Downtown Arena. Hundreds of dilapidated city blocks downtown in much need of investment and you pick a contaminated wedge of land sandwiched between two freeways and railroad tracks! We voted for a Mercedes and your proposing a Ford Pinto. No, no, no! You have to go back to the drawing board!

Marcella A. Attolini 06:20 PM

Comment received Thank you.

Galaxy Tab A 8 06:21 PM

Kasi Schnell the Bond of 2012 did not specify the venue be placed downtown, your statement is incorrect. The location was changed to be downtown after the bond was approved by Mayor Margo by an ORDINANCE which means that ORDINANCE could be retracted and downtown no longer be a factor. Telling citizens the 2012 bond we voted on stated downtown is a LIE! All citizens should worry if city employees are lying about the facts to the citizens. Just like the bond did not state sports arena and a judge ruled upon that fact. Stop saying the voters voted to place the venue downtown, we DID NOT!

Kasi Schnell 06:22 PM

Thank you. We will upload the language from the bond to our website

Anonymous Attendee 06:21 PM

El Paso needs something magnanimous! This ain't it! A group out of SF sold you this idea that isn't right for El Paso. El Pasoans deserve better! Pause this project!

Marcella A. Attolini 06:23 PM

Thank you for your comment

Lennie Enzel 06:23 PM

Why have you not answered my question about putting this back out to the voters? El Paso is not the same city it was 12 years ago. Certainly the downtown has changed dramatically! It seems that the important things are on the agenda "to be studied" are too far in the future. Many of the questions asked here need to be answered BEFORE you move ahead with the design phase!

Marcella A. Attolini 06:24 PM

Thank you for your comment this will be forwarded to City council

Michael 06:25 PM

I vote for another site. This one has too many design phase obstacles.

Kasi Schnell 06:26 PM

Thank you for your comment

Maggie (she/her) 06:25 PM

Kasi Schnell responded to my question “I am concerned that the MPC analysis views public transit as a threat. Is public transit not the best way to move large numbers of people to and from downtown events? Further, it seems like the end goal is to remove transit from the site entirely as soon as existing contracts become breakable. Is that being considered?” with “The analysis does not view this as a threat, instead as an opportunity” - however ‘A transit-oriented use reportedly must remain on this site’ is listed in bold and red under the ‘threats’ category of the site assessment. Could that be elaborated upon?

Kasi Schnell 06:29 PM

The transit oriented threat indicated on the board is in regard to the agreement with FTA and the potential for the City to repay funds to the FTA, if that transit oriented use is removed. Transit is not inherently a threat to the project and the connectivity to the site has been identified as an opportunity.

Anonymous Attendee 06:26 PM

The entire push for a downtown location after the Bid was passed is nothing more than a gentrification project to wipe away this city's heritage and history. You all who worked on the MPC should be ashamed of how you are harming and have harmed this community and will further do so with the tax dollars we will have to further spend when due to the clause in Mountain Stars contract it will have to be renegotiated at the tax payers expense. Shame! Shame! Shame!

City of El Paso (You) 06:28 PM

Thank you. Your comment has been captured and added to the community feedback we have received today.

Robert Sykos 06:29 PM

What is the amount of interest for the 32 years of the bond

Kasi Schnell 06:31 PM

Thank you for the question, we will follow up with you on that.

Anonymous Attendee 06:31 PM

Can we go back to the 2012 project, I still can't believe that some people in El Paso stopped that project, that was gonna help grow the city, but it was stopped by people that wanted to keep some old run down building, building the arena is a great step for El Paso to grow into a bigger city

This question has been answered live

Marcella A. Attolini 06:31 PM

Thank you for your comment

Galaxy Tab A 8 06:31 PM

That link makes a citizen have to download a program. One Drive? I'm sure the city pays for you to have all software programs but not every citizen in El Paso can. But like this venue project forced upon the citizens it is done from a place of privilege when the majority of tax payers live under or at the property line and don't have well paying city jobs.

Kasi Schnell 06:32 PM

Thank you for letting us know about the link access. We can adjust that and resend

Mr. Muñoz 06:33 PM

Will this Q&A be archived and available for public view after this meeting ends?

City of El Paso (You) 06:36 PM

We are documenting all of the questions. These will be available to the public.

Anonymous Attendee 06:34 PM

I never understand why people that live in El Paso always complain about having nothing to do here but when we want to put an arena down, that could bring in a g league team, other sports teams, and help grow the economy of the city. El Paso people say no, and don't want to grow and just want to stay the way we are.

Marcella A. Attolini 06:34 PM

Thank you for your comment, we have captured the comment in our notes.

Isaac 06:38 PM

If there is a flexible MPC in the union depot area, will it be owned by the public, privately, or a mix of both?

Kasi Schnell 06:39 PM

The feasibility study ultimately recommends a public private partnership, however that final decision will be up to City Council

Galaxy Tab A 8 06:39 PM

As you just stated correctly it was the ORDINANCE that changed the location. Voters did not vote for it nor was downtown location part of the bond we voted on in 2012. So Bond voted on and ORDINANCE later changed are to different documents. Stop saying we voted for downtown when that is not what the bond read , but the Dee Margo ORDINANCE bait and switch. So the ORDINANCE can be rewritten or the bond can be sent back to voters with downtown location in the bond language. Two different documents. I used to create both for the city and know the difference and how citizens are being mislead by we voted for downtown statements which are untrue.

Alex Hoffman 06:41 PM

Thank you for your comments, we are capturing all feedback and will be sharing with City Council as part of their evaluation.

Anonymous Attendee 06:45 PM

Mr. Mayor respectfully, this project is not a good thing for your legacy. You've been great for our city! Please pause this project.

Alex Hoffman 06:45 PM

Thank you for your comment. As Laura just mentioned, we are capturing all feedback we receive and sharing it with the City Council. We will pass this along, as well as the others received.

Galaxy Tab A 8 06:45 PM

Where is the study for traffic and parking for more than one venue downtown in less than a half mile radius to enter the bottleneck downtown traffic with more than one venue having an event. October there was 3 events on the same day at The Plaza, a country concert and Horrorfest all making parking and traffic a nightmare and you want to add another venue in the small radius. Only making a evening out a nightmare. Where is the study evaluation with all venue's having an event on the same day. It already occurs so there should have been a study if you did your due diligence.

Alex Hoffman 06:49 PM

As we have answered previously, we will evaluate parking and traffic once the site has been determined.

Anonymous Attendee 06:46 PM

El Paso residents should consider the future of our city, and the 2012 arena project marked a significant stride towards its growth. Hosting events like NBA G League games, concerts, and other attractions not only stimulates the economy but also draws visitors to downtown, fostering further growth. With a planned 12,000-seat arena and the prospect of

renowned musicians performing, we could attract attendees from neighboring states like New Mexico and Arizona, thereby bolstering our economy.

Alex Hoffman 06:47 PM

Thank you for your feedback. We will pass this comment along to City Council as part of evaluating this site.

Galaxy Tab A 8 06:50 PM

I live a mile away from the railroad tracks I still hear the train unless you put the train underground you cannot avoid the train freight pollution noise

Marcella A. Attolini 06:51 PM

Thank you for your comments, we are capturing all feedback and will be sharing with City Council as part of their evaluation.

Galaxy Tab A 8 06:52 PM

The Next Step should be cancel this project the ordinance and put it back to the voters to see if they do want a venue in the downtown location.

Marcella A. Attolini 06:53 PM

Thank you for your comments, we are capturing all feedback and will be sharing with City Council as part of their evaluation.

Isaac 06:53 PM

I like option H the best. Its an actual arena, its bigger, still in downtown, and it allows for a potential sports team there. I don't completely trust the union depot option and what they can do to the train station.

Kasi Schnell 06:55 PM

Thank you for your comment, we are capturing your feedback and will be sharing with City Council as part of their evaluation.

Robert Sykos 06:53 PM

Was the words the arena on the ballot or put on later without a vote

City of El Paso (You) 06:57 PM

regarding the arena's location, you can view the bond ordinance from 2012 here: https://cityofelpaso-my.sharepoint.com/:b:/g/personal/cruz-acostala_elpasotexas_gov/EeSucRmWS-1LgF5Xi9TP4OAB-2lyTtaa3bOntjSUCdXaBw?e=QyNmnd

Anonymous Attendee 06:54 PM

Have Public Safety officials (Fire, Police, Medical) been consulted?

Kasi Schnell 06:58 PM

Thank you for your comment. I will need to review this question with our project manager to provide you with an answer

Robert Sykos 06:56 PM

I missed the words arena must be downtown or was it added later without a public vote

City of El Paso (You) 06:57 PM

regarding the arena's location, you can view the bond ordinance from 2012 here: https://cityofelpaso-my.sharepoint.com/:b:/g/personal/cruz-acostala_elpasotexas_gov/EeSucRmWS-1LgF5Xi9TP4OAB-2lyTtaa3bOntjSUCdXaBw?e=QyNmnd

Lennie Enzel 07:01 PM

Is ordinance the same as the proposition we voted on???

City of El Paso (You) 07:03 PM

The ordinance is the document that order the bond.

Online-submitted Questions/Comments:

First	Last name	Please provide your question and/or comment below :
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Daniel	Teske	<p>Good afternoon, my name is Daniel Teske. I am the CEO of Damascus Gaming, El Paso's esports organization. The Multi-Purpose Center holds really exciting possibilities for the esports events we are bringing to El Paso. We would love to have a meeting and get involved in bringing this concept to reality.</p> <p>My phone number is 443-775-9829. My email is danielteske@damascusgaming.com</p>
response:		Thank you for your interest, we will communicate this to our leadership team.
Sylvia	Searfoss	Please consider the option ElPaso del Sur presented, this is essentially a multicultural center, a community center, a neighborhood that would create a valuable asset for the people of El Paso.
response:		Thank you for your comment, we will document this along with the input report.
Tom	Cardona	<p>In regards to safety, given the proximity of the Union Depot property to the border with Mexico, in addition to the adjacent railroad tracks, encounters and trespassing from migrants crossing the Rio Grande and transients/homeless traveling along the railroad tracks is common place, even with fencing and razor wire along Union Depot property already in place.</p> <p>Have any measures been incorporated into the design of the MPC within the proposed Union Depot site to address and minimize the occurrences of encounters and trespassing?</p>
response:		These are all considerations that will be analyzed and addressed during the design phase of the project, if council chooses to move forward with the project at this site.
Tom	Cardona	<p>In regards to safety, a little-known fact that was occasionally experienced at the Union Depot site was gunfire from Juarez, Mexico. In the evenings of Mexico's Cinco De Mayo, Independence Day (Sept. 15th) and New Year's Eve celebrations, some Juarez citizens fire guns into the air in celebration and at times those bullets would land on Union Depot property, hitting buses and buildings. Thankfully no injuries have been reported as employees would stay inside buildings or take cover as much as possible during these times. Sun Metro operates 24 hours/7 days a week.</p> <p>To date, this custom of celebrating special occasions with gunfire continues in Juarez, Mexico. Given the proximity of the Union Depot property to the border with Mexico and to maximize the future safety of everyone within the Union Depot site, has protection from gunfire (such as bullet resistant glass) been incorporated into the design of the MPC within the proposed Union Depot site?</p>
response:		Thank you for your comments. Sun Metro is under the City's administration and all project considerations have been fully coordinated with their department. Their operations currently located at this property would be relocated if the council chooses to proceed with this site. Safety precautions worked into the design of the facility will be taken into consideration during the design phase of the project, if council so chooses to move forward with the project at this site.

Tom	Cardona	<p>Focusing on the impacts of Climate Change, back on August 1, 2006, El Paso experienced severe flooding throughout the city with 10" of water in 11 days. During this epic event, there was very little reporting on an event that occurred at the Union Depot site. Even though the parcel of land in which the Union Depot occupies is not designated to be located in a flood plain, during the epic rain event, out of an abundance of caution, Sun Metro was directed to evacuate the property due to a major concern of flooding due to the possibility of a levy/Dam breach on the Juarez/Mexico side of the Rio Grande that could have inundated the Union Depot property. The Juarez/Mexico levy/DAM did not breach and Sun Metro buses and employees returned to the Union Depot.</p> <p>With the increasing change of the environment due to climate change, the possibility of many more heavy rain events such as in August 2006 occurring in the near future is higher. Given the proximity of the Union Depot property to the Rio Grande and minimizing the impact of future heavy rainstorms, has stormwater/flood control measures been incorporated in the design of the MPC within the proposed Union Depot site?</p>
response:		Thank you for your comments. These are all considerations that will be analyzed and addressed during the design phase of the project, including proper stormwater drainage and site design to mitigate any potential flood risks, if council chooses to move forward with the project at this site.
Carlos	ronquillo	How can I submit a new location should this one not succeed? SF consultants selected a site that alienates certain areas of the city; the people will simply no show up. All 12 other sites are on flat ground not ideal for public safety. Please have city council explore other possibilities. These type of centers need large walk thru plaza(s). This site presents no consideration for the public's safety. A final design doesn't change things. It's a public hazard.
response:		Thank you for your comments, we will document this along with the input report.
Margaret	Barnes	<p>I strongly disagree with building a new MPC/Arena facility downtown, period. Nothing in the bond requires a new facility to be built (nor does it require an arena). The site selection near Union Depot seems to be directly antagonistic to public transportation - that's listed as a problem in the analysis - which seems to indicate that parking will be required for this facility as well and it will be a traffic nightmare. Instead of thinking of transit as a problem for an arena we aren't required to build and don't need, we should be embracing transit in this area by staunchly advocating for improvements like the proposed El Paso to Billings Amtrak line (https://fralongdistancerailstudy.org/wp-content/uploads/2024/02/FRA_LDSS_Presentation_for_Web_Meeting3_Optimized.pdf).</p> <p>Instead of building a new facility, we should use the bond to renovate the convention center, the Abraham Chavez Theatre, or the Plaza Theatre. We can drastically improve our existing downtown experience with this renovation; people who want to go to an arena can keep doing just that only a little up the road at Don Haskins Center.</p>
response:		Thank you for your comments, we will document this along with the input report. The project at this location in fact embraces multi-modal transit, and encourages mass transit as a main point of access for what is imagined to be a pedestrian-oriented development.

Victor	Contreras	<p>Good afternoon. A multipurpose center would add more vehicle traffic to the highly congested downtown area for folks coming in and out from the freeway. Wouldn't a more suitable site like the former Cohen stadium with an abundance of parking and several adjacent amenities nearby like Walmart and other restaurants nearby be a more suitable location? It is my understanding that there is also some community growth being gradually spawned in that area and this would enhance that growth with attracting future businesses that would otherwise have to squeeze inside the smaller footprint of downtown. Additionally, I feel that the current location would greatly cause a traffic nightmare that has been seen in past years such as with the recent highly anticipated R.B.D. concert. In closing, please carefully consider the path for this item as in the past it has been quite costly item thus far, and I don't think anyone would like to see El Paso dollars being spent unnecessarily. Thank you for the opportunity to express my feedback.</p>
response:		Thank you for your comments, we will document this along with the input report.

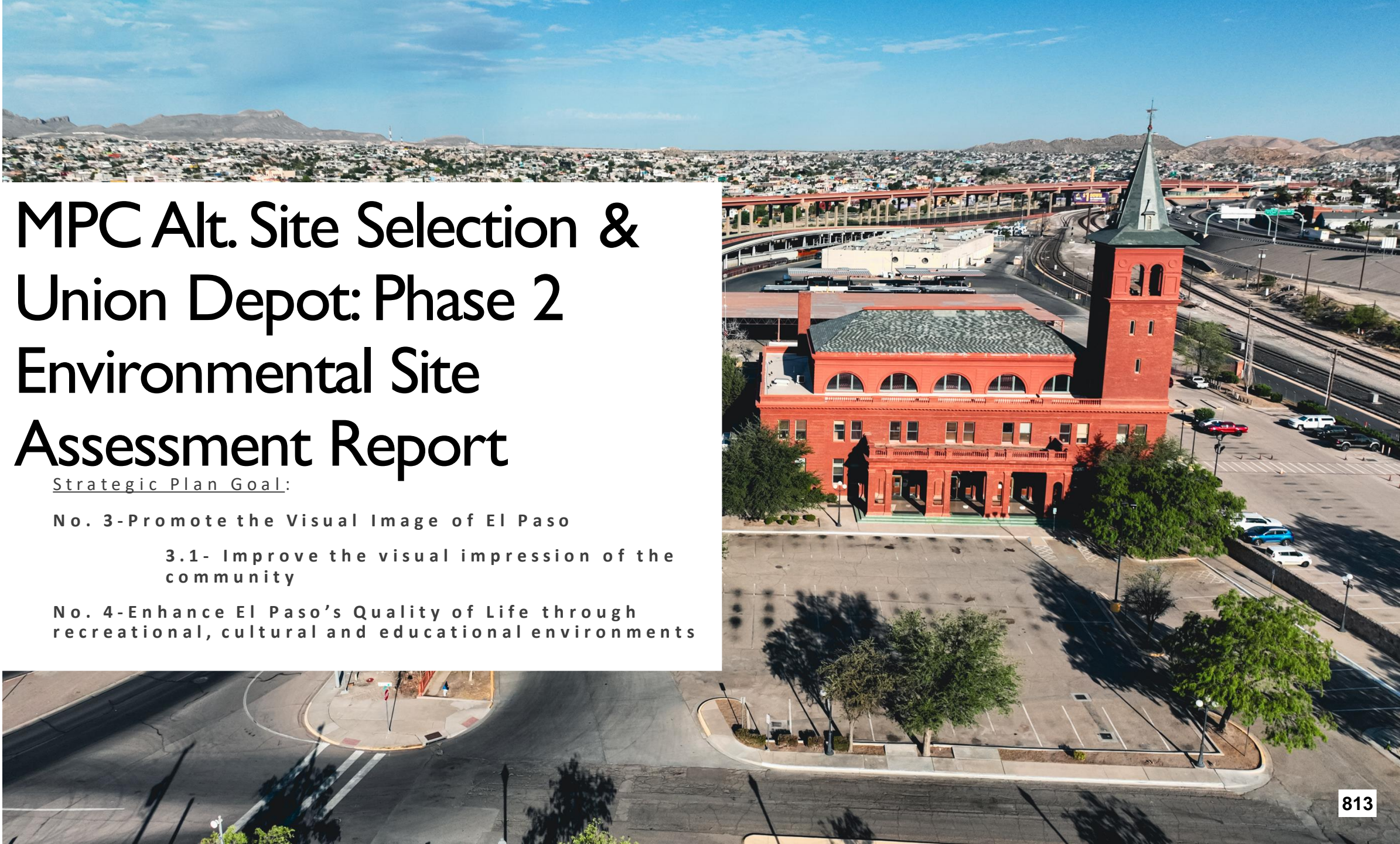
MPC Alt. Site Selection & Union Depot: Phase 2 Environmental Site Assessment Report

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 Results of CSL Market Assessment
- 2 Review of Previous Work & Alternative Site SWOT Analysis
- 3 Phase 2 ESA Report Findings & Recommendations
- 4 Grants, Other Work & Community Meetings
- 5 Next Steps & Staff Recommendations



1

EL PASO MULTI-PURPOSE PERFORMANCE CENTER KEY MARKET RESEARCH FINDINGS

January 3, 2023



Financial Projections: 3 Proposed Models

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Key Assumptions

- Owned by the City of El Paso
- Assumes no sports team tenant
- Assumes third-party operator
- Parking revenue is not assumed
- All Costs include 30% soft costs
- Base Management Fee: \$300,000
 - F&B % Fee to Management: 20%
 - Partnerships Commission % Fee to Management: 8%

1. Arena

12,000 seat Capacity

Project Cost: \$386 Million
Square Feet: 342,000
Capital Reserve: (\$1.9 Million)
Historic Renovation Costs: \$30 Million
Total Cost: \$416 Million

City Economic & Fiscal Impact

(32-Year NPV)
Total Output: \$570,914,000
Jobs (FTEs): 595
Sales Tax Revenue: \$3,154,000
Occupancy Tax Revenue: \$2,917,000

2. Flexible Hybrid Venue A

8,000 seat Capacity
4,000 indoor / 4,000 outdoor

Project Cost: \$113 Million
Square Feet: 108,000
Capital Reserve: (\$565,000)
Historic Renovation Costs: \$30 Million
Total Cost: \$143 Million

City Economic & Fiscal Impact

(32-Year NPV)
Total Output: \$338,202,000
Jobs (FTEs): 260
Sales Tax Revenue: \$1,973,000
Occupancy Tax Revenue: \$1,687,000

3. Flexible Hybrid Venue B

8,000 seat Capacity
6,500 indoor / 1,500 outdoor

Project Cost: \$183 Million
Square Feet: 175,500
Capital Reserve: (\$915,000)
Historic Renovation Costs: \$30 Million
Total Cost: \$213 Million

City Economic & Fiscal Impact

(32-Year NPV)
Total Output: \$365,064,000
Jobs (FTEs): 340
Sales Tax Revenue: \$2,075,000
Occupancy Tax Revenue: \$1,687,000

3.6 Financial Projections: Pro Forma

FINANCIAL PRO FORMA			
	1. Arena	2. Hybrid Venue A	3. Hybrid Venue B
Operating Revenues			
Rental Income, Net	\$1,674,000	\$1,637,000	\$1,637,000
Premium Seating	\$1,622,000	\$982,000	\$982,000
Concessions, Net	\$2,352,000	\$1,948,000	\$1,948,000
Catering, Net	\$750,000	\$595,000	\$595,000
Merchandise, Net	\$266,000	\$155,000	\$155,000
Advertising & Sponsorships, Net	\$1,620,000	\$918,000	\$918,000
Ticket Rebates, Net	\$648,000	\$857,000	\$857,000
Facility Fees	\$662,000	\$499,000	\$499,000
<i>TOTAL REVENUE</i>	\$9,594,000	\$7,591,000	\$7,591,000
Operating Expenses			
Staffing	\$2,811,000	\$2,198,000	\$2,198,000
Management Fees	\$1,526,000	\$1,213,000	\$1,213,000
General & Administrative	\$788,000	\$791,000	\$791,000
Repairs & Maintenance	\$75,000	\$300,000	\$300,000
Utilities	\$1,368,000	\$432,000	\$554,000
Insurance	\$342,000	\$108,000	\$138,000
<i>TOTAL EXPENSES</i>	\$6,910,000	\$5,042,000	\$5,194,000
NET OPERATING INCOME	\$2,684,000	\$2,549,000	\$2,397,000

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1. Arena

12,000 seat Capacity
Square Feet: 342,000

2. Flexible Hybrid Venue A

8,000 seat Capacity
4,000 indoor / 4,000 outdoor
Square Feet: 108,000

3. Flexible Hybrid Venue B

8,000 seat Capacity
6,500 indoor / 1,500 outdoor
Square Feet: 175,500



Estimated El Paso Venue Utilization

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Estimated Utilization						
Utilization Summary	Arena			Flexible Hybrid Venue		
	Events	Average Attendance	Total Attendance	Events	Average Attendance	Total Attendance
<i>Concerts</i>						
Tier 1	4	12,000	48,000	0	--	--
Tier 2A	4	10,000	40,000	7	6,000	42,000
Tier 2B	4	8,000	32,000	15	4,500	67,500
Tier 3	4	7,000	28,000	25	3,000	75,000
Tier 4	4	5,000	20,000	20	1,500	30,000
Other Performances	5	5,000	25,000	5	5,000	25,000
Subtotal	25	7,833	193,000	72	4,000	239,500
<i>Other Events</i>						
Family Shows	15	4,000	60,000	4	2,500	10,000
Other Sporting Events	10	6,000	60,000	0	--	--
High School Sports	6	3,000	18,000	0	--	--
Subtotal	31	4,333	138,000	4	2,500	10,000
<i>Non-Ticketed Events</i>						
Community Events	10	750	7,500	10	750	7,500
Private Rentals	35	150	5,250	35	150	5,250
Special Events	8	7,500	60,000	0	--	--
Trade Shows / Consumer Shows	5	7,500	37,500	0	--	--
Subtotal	58	3,975	110,250	45	450	12,750
Total	114	5,381	441,250	121	2,000	262,000



3.7 Partnership Opportunities

Comparable Venue Ownership Structures

	Owner	Operator
Arena		
PPL Center	Public	Private
Stockton Arena	Public	Private
CHI Health Center	Public	Public
Amica Mutual Pavilion	Public	Private
Van Andel Arena	Public	Private
Flexible Hybrid Venue		
Toyota Music Factory	Private	Private
KEMBA Live!	Private	Private
Stage AE	Private	Private

63% Publicly Owned

88% Privately Operated



Staff Synergies



Maximize Venue Programming



Property Tax Exemption

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Recommended Ownership Structure



Venue Owner



Venue Authority



Venue Operator



Private Management Company

EXCLUSIVE PROMOTER BOOKING AGREEMENT



② Review of Previous Work & Alternative Site SWOT Analysis

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

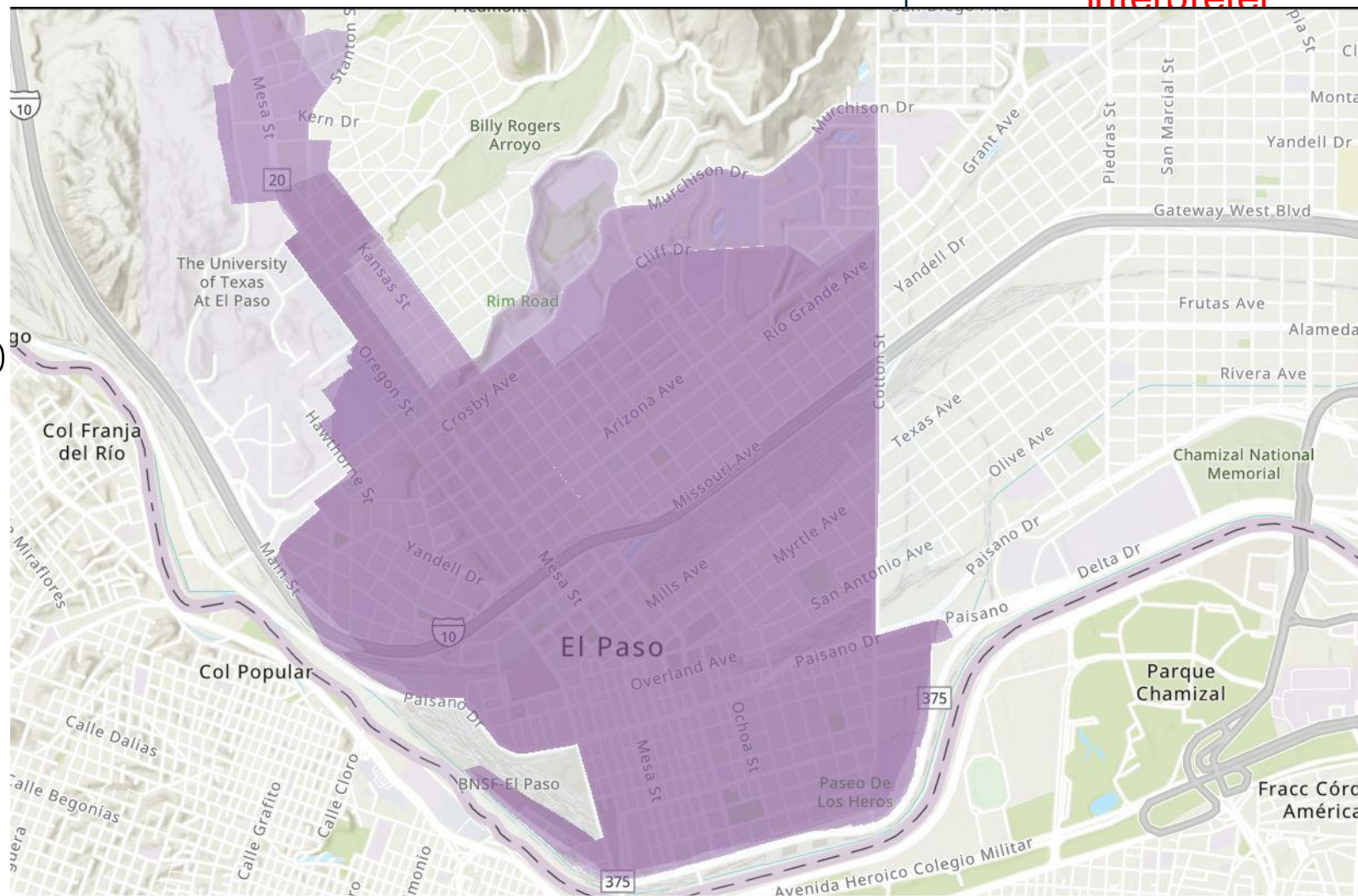
NAYS: Representatives Hernandez, Salcido, and Rivera

ABSTAIN: Representative Kennedy

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
- Consultants looked at all City-owned properties/facilities within footprint



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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. 1 500 survey participants
- **Great support and preference (66% to 73%) seen for integrating outdoor events, and existing urban context into the project**
- Over 50% support a facility that can host concerts, family shows, sporting events or open style events.
- Focus Group results informed the guiding design principles for a venue to be: Authentic, Integrated, Generative, Flexible, Inviting, and Vibrant.

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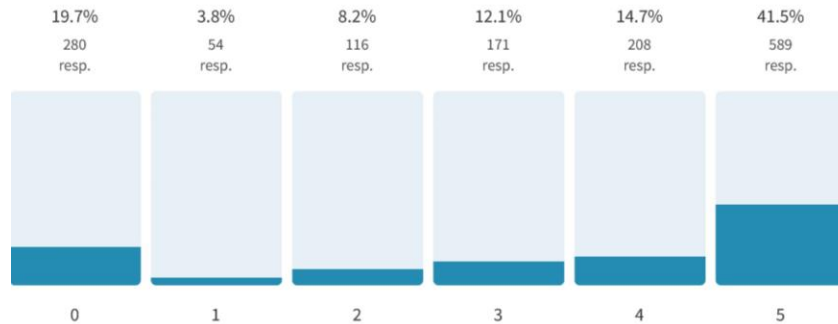
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This image depicts a flexible outdoor space for smaller events and gatherings, open air lawn style seating and small commercial spaces nearby.

1418 out of 1466 answered

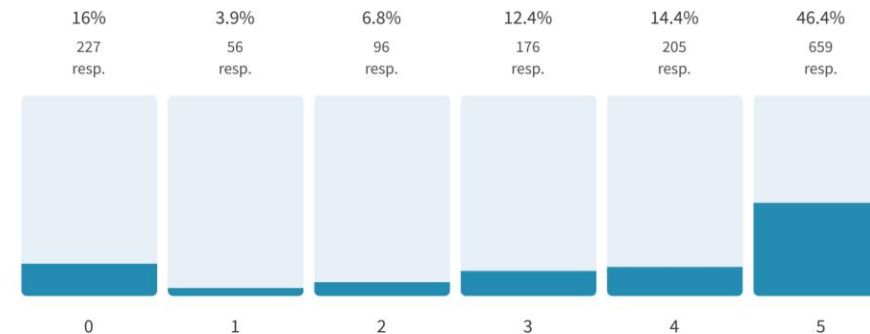
3.2 Average rating



The focus of this image is a space that can accommodate a variety of commercial uses in a boardwalk style, urban outdoor setting.

1419 out of 1466 answered

3.4 Average rating



Guiding Design Principles



Authentic

Retain connections to history and enable organic growth.



Flexible

Draw people from morning till night with spaces that can serve different needs at different times.



Integrated

Take cues from the existing neighborhood scale and context to be connecting and enhancing.



Inviting

Welcome people from different walks of life with many ways to access and engage.



Generative

Provide new community assets and resources and grow new businesses and connections.



Vibrant

Celebrate El Paso's rich culture and natural beauty.

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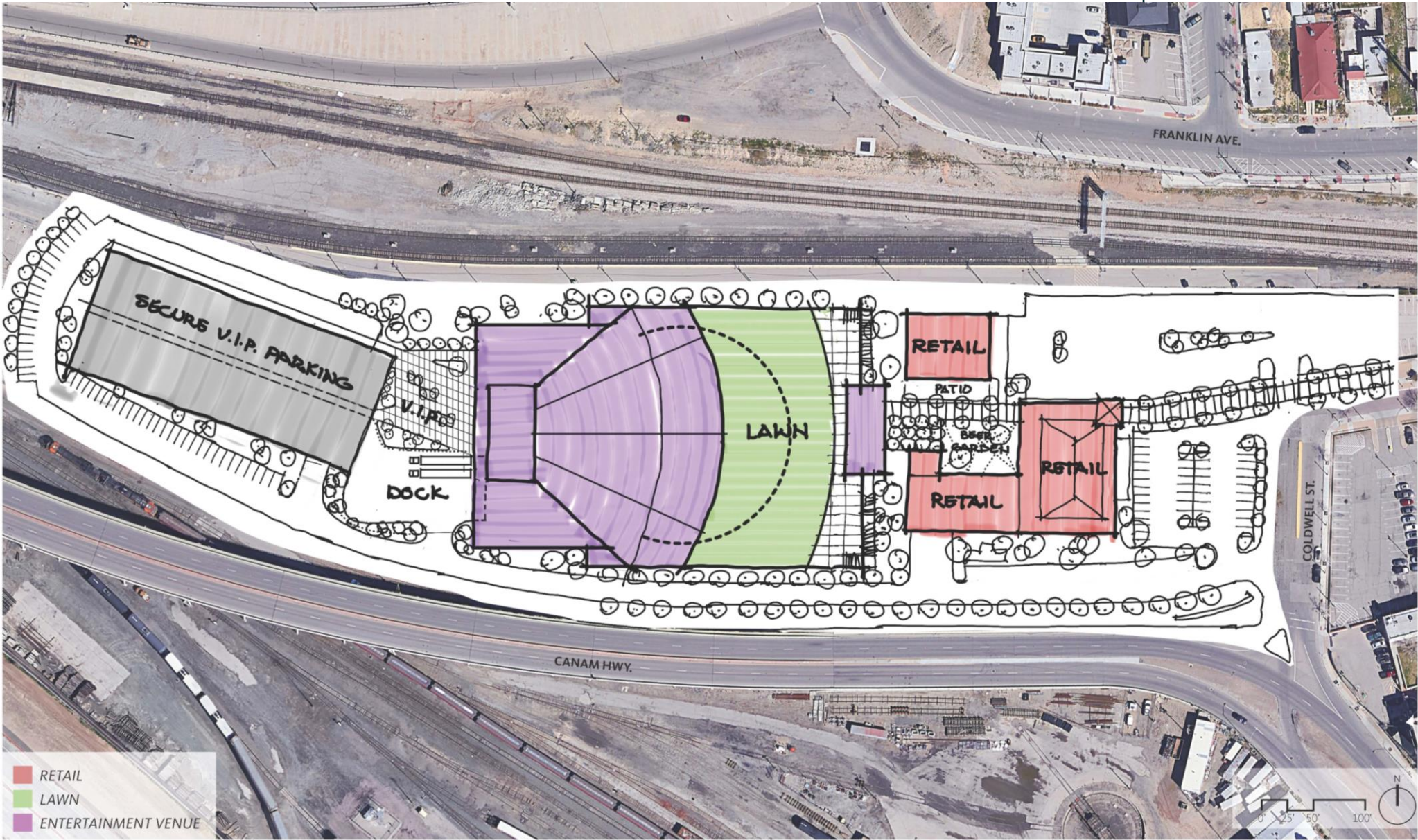
Site Reconnaissance



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Previous Site Analysis - Top Ranked Site A



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SWOT Analysis Site A



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.



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.



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.



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.

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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

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

Addressing Challenges: Site A

Threats and Weaknesses Identified:

1. Keeping a transit Oriented-Use to fulfill FTA agreement – **Amtrak to Remain**
2. Current lease agreements in place – **Two tenants to remain, other agreements may be terminated**
3. Potential environmental impacts from past spillage – **Phase 2 ESA to provide guidance on cost of remediation**

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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
Texas Tech	6/1/2013	5/31/2038	Two (2) terms @ 25 years each	21,940	\$ 1.00	120
Greyhound	9/14/16	10/31/2026	Three (3) terms # 5 years each	15,832	\$ 91,323.96	90



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 small tower is visible. To its right, a large paved area contains several white semi-trucks parked in rows. In the background, a long freight train with many colorful containers is parked on tracks. A highway with multiple lanes runs horizontally across the upper part of the image. The surrounding area is densely packed with residential houses and other buildings.

③ Phase 2 ESA Report Findings & Recommendations

Union Depot Phase 2 ESA Report

The Team

Environmental Engineering | WSP – Jaime Barnes
Mark Weatherly
Brenda Barnes

City of El Paso | ESD – Jason Sarate
Nick Ybarra
CID – Roxana Infante
Daniel Garcia
Daniela Quesada



Phase 2 ESA Results: BORINGS

- 31 borings made on site in the approximate locations:

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- During this study, hydrocarbon odors or hydrocarbon staining were detected in 10 borings, at various depths from 4' to 35'.

Phase 2 ESA Results: BACKGROUND REVIEW

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any information on this box.

- Sun Metro site was significantly impacted by hydrocarbons (diesel and gasoline) from leaking petroleum storage tank releases, first documented in 1990.
- Hydrocarbon groundwater plume covered much of the site.
- Known impacts include **soil contamination** around the leak areas, with **deeper soil impacts near the water table across site**.
- Conditions documented through comprehensive studies, remedial activities, and risk assessments conducted between **1991 to 2008**
- **TCEQ granted closure for the cases in 2009, understanding impacts were left in-place, but plume was stable and not moving**
- Multiple reports of asbestos surveys, abatements, site management plan suggest most asbestos containing materials have been removed from the buildings on-site.
- Equipment, machinery and chemicals associated with current Sun Metro/Greyhound use are present on the site.

Phase 2 ESA Results: FINDINGS

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- 5 large 40,000-gallon fuel tanks are on site (USTs). 1 is still in use, and 4 are out of service but still in-place under TCEQ criteria.
- A fuel dispenser is on the east wash bay of the bus facility. This connects to the USTs referenced above, via underground lines.
- Storage for equipment and supplies.
- Electrical ballast, lighting, mercury switches and similar relatively small quantities of materials which may have hazardous components or be regulated as universal wastes.
- Groundwater was only encountered in five borings at depths between 31 to 35 feet.
- No Volatile organic compounds have been detected above current TCEQ TRRP default criteria in the current study.

Phase 2 ESA Results: ROM COST OF REMOVAL

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- **Chemical Storage Removal:** \$100-\$250 per drum, + oversight - \$6,500
- **Asbestos:** recommended surveys prior to demolition - \$10,000
- **Soil impacted** by removed **Underground Storage Tanks:** \$40,000 to \$100,000
- **5 remaining USTs** lines, and dispenser: \$150,000 to \$200,000
 - Additional soil removal (approx. 100 to 250 cubic yards)- \$35,000 to \$75,000
 - **ALT-** impacts may be left in place under TCEQ guidelines, with additional studies with a cost of \$50,000 to \$75,000
- Existing **Machinery:** \$25,000 to \$100,000
- **Near Surface Soil “Hot Spots”:** \$50,000 to \$175,000
- **Deeper Soil & Groundwater Impacts:** *assumptions of 50 drilled piers of 36” diameter* \$120,000 to \$250,000

Phase 2 ESA Results: SUMMARY

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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





4 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



February-March Community Meetings

Virtual, In-Person, and Online Engagement


Total Participants: 112 meeting participants, 6 online responses

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MPC Alternative Site Analysis

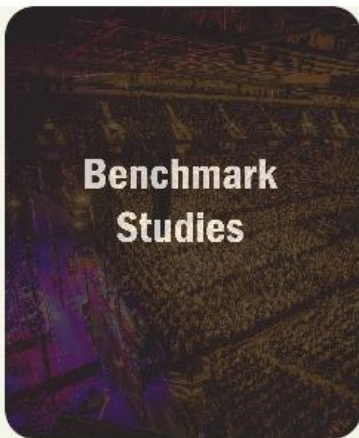
City staff has been working with consultants on a data-driven process to determine feasibility of the facility size, type, and location, to ensure a successful project that will serve the community and attract visitors for years to come. We invite you to learn about the various analyses and recommendations that have come out of this process, by exploring the different boards that touch on specific areas examined. If you have questions or comments, please join us at our upcoming virtual and hybrid events:



Estimated Utilization	Events	Arena
Coliseum Summary		
Concerts		
Tier 1	4	2500
Tier 2A	4	7000
Tier 2B	4	3000
Tier 3		7000
Tier 4		1000
Other Performances		3000
Subtotal	16	7300
Other Events		
Family Shows	15	8000
Other Sporting Events	10	9000
High School Sports	0	8000
Coliseum	11	4000
Non-Ticketed Events		
Community Events	10	750
Private Events	14	150
Social Events	0	1500
Trade Shows / Consumer Shows	5	1500
Subtotal	29	1850
	45	9150

Market Assessment

DOWNLOAD BOARD



Benchmark Studies

DOWNLOAD BOARD

**Community Engagement**

DOWNLOAD BOARD

**Alternative Site Selection**

DOWNLOAD BOARD

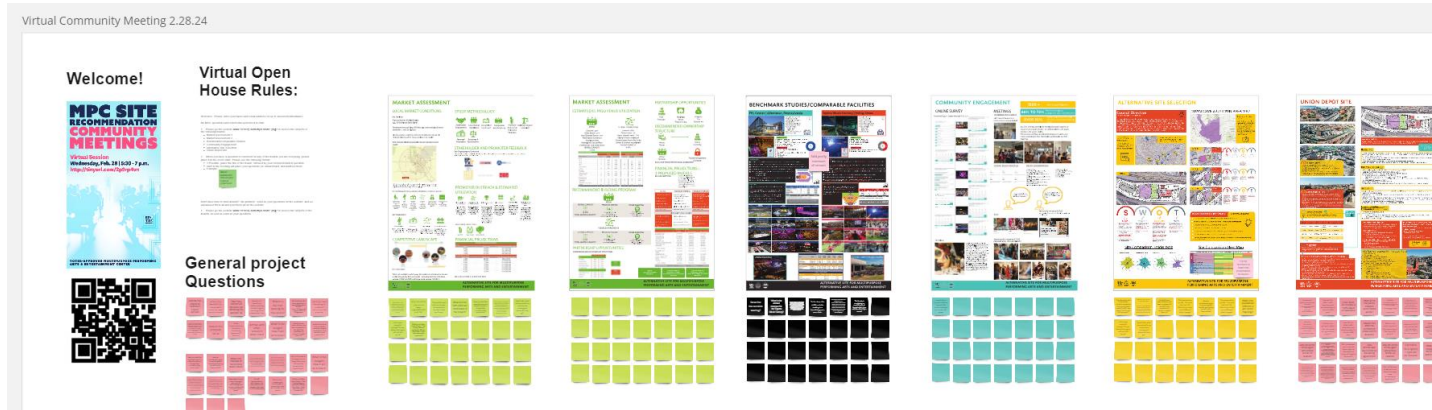
**Union Depot Site**

DOWNLOAD BOARD

February-March Community Meetings

February 28th- Virtual Meeting 5:30pm-7:00pm

- Zoom meeting with Miro boards for an interactive Q&A
 - 42 participants



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[Meeting Video on elev8ep.com](https://elev8ep.com)

Sample of Questions/Comments from Meeting:

Have you identified potential impacts to Assembly space in Sunland Park currently under construction?	Was any consideration given to partnering with the NPS and locating the MPC within Chamizal Park?	What is the response of the TCEQ on health issues?	Does this design dynamic enough for El Paso? Are we downscaling again? Is the more impactful idea? I don't see the region coming down to this venue.	Why is the multipurpose center not being placed on a city vote for El Pasoans to decide if we should built the center and / or built a larger multipurpose center ?	Why is the area of duranguito not being used, since the area has already been demolished ?
Why are we not building a larger multipurpose center that will service el Paso now and in the future (in the future we will be paying more to expand the current proposed multipurpose center?	I do appreciate your time and effort to present the MPC site information. I also appreciate your efforts to answer the questions from the community.	Please explain how can Council responsibly vote on an MPC without a design and so many undetermined components of any project?	City staff: I appreciate all your work, diligence, and open discussion and answers to help make our 915 a better place!!!	The County is considering an amphitheater at Ascarate Park. How will this affect City's venue?	El Paso is not Dallas, Austin, Phoenix. Their funding bases are significantly different than El Paso. So why were these used in comparisons?

February-March Community Meetings

March 6th- Hybrid Meeting 5:30pm-7pm

- Virtual Platform: Zoom with Miro boards for Q&A
 - 43 participants
- In-Person Open House format at the Center for Civic Engagement
 - 27 participants

TOTAL: 70 participants

[Link to all boards presented virtually / in-person](#)

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February-March Community Meetings

Main Concerns:

1. Environmental impacts from vehicular and train traffic
2. Design and details of hybrid facility
3. Public private partnership structure putting most risk on public side
4. Venue considered too expensive
5. Venue not a sports arena, or too small of a venue
6. Concerns over existing or future entertainment venues by the County and Sunland Park competing for same market.

Main Questions:

1. Were Parking Analysis, and Traffic Impact Analysis conducted on site?
2. Can the projected be sited on another part of the city that is not downtown?
3. Will site be impactful, and will this proposal remove future opportunities for larger arena?
4. Can council put the site on a survey, or a larger facility up to voters?
5. Why weren't alternative sites made available for public to consider/decide?

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Community Meetings: Addressing Main Concerns

1. Environmental impacts from vehicular and train traffic –

Additional work during Design Phase will address any impacts if any, none have been identified to be insurmountable.

2. Design and details of hybrid facility –

This is the preferred venue type by promoters, and a new model that people are not familiar with, but provides most opportunities for flexibility, and attracting modern shows.

3. Public private partnership structure putting most risk on public side –

Next steps would include hiring an owner's representative to help write a P3 agreement solicitation to benefit all parties.

4. Venue considered too expensive –

Proposed hybrid model shows profitability in net operating income, and is within the project budget to build.

5. Venue not a sports arena, or too small of a venue

Bond Language specified a Multipurpose Performing Arts and Entertainment Venue, Public input points to preference for concerts and family shows over sports programming, and is preferred model by promoters.

6. Concerns over existing or future entertainment venues by the county and Sunland Park competing for same market -

There is no other comparable existing or upcoming facility identified through the study.

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Community Meetings: Addressing Main Questions

1. Were Parking Analysis, and Traffic Impact Analysis conducted on the site?

Parking Analysis of downtown has been conducted and it shows plenty of parking infrastructure. A formal TIA would be conducted with the design phase and impacts mitigated then.

2. Can the project be sited on another part of the city that is not downtown?

City Ordinance No. 017849 language stipulates that the MPC is sited in downtown El Paso.

3. Will site be impactful, and will this proposal remove future opportunities for larger arena?

Site and project have been identified as an economic catalyst for the city, stimulating local business growth and revitalization. This project would not preclude council from any future action on another project, as that is within their purview.

4. Can Council put a larger facility or abandoning the project up to voters?

It is within Council's discretion to approve any direction moving forward.

5. Why weren't alternative sites made available for the public to consider/decide?

The Texas Open Meetings Act allows the City to hold a closed meeting to discuss real estate matters when an open discussion could have a detrimental effect on the City's ability to negotiate with third parties. This provision can be found at Texas Government Code,

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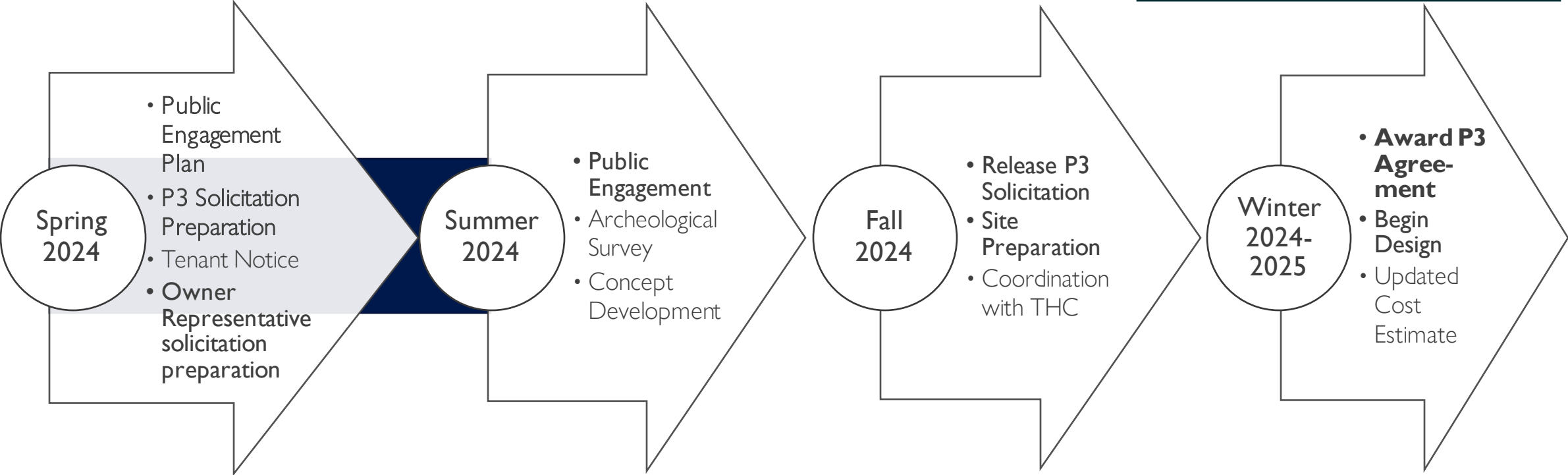
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5 Next Steps

1. Conceptual Development & Public Outreach
 2. Terminate Lease Agreements
 - Amtrak contract to remain
 - TTU contract may remain
 3. Public Private Partnership (P3) Solicitation Preparation
 - Development and operation of Facility
 - Developer and operator agreement
- Consultants needed**
- Archeological
 - Owner's representative
 - Conceptual development & Public Outreach



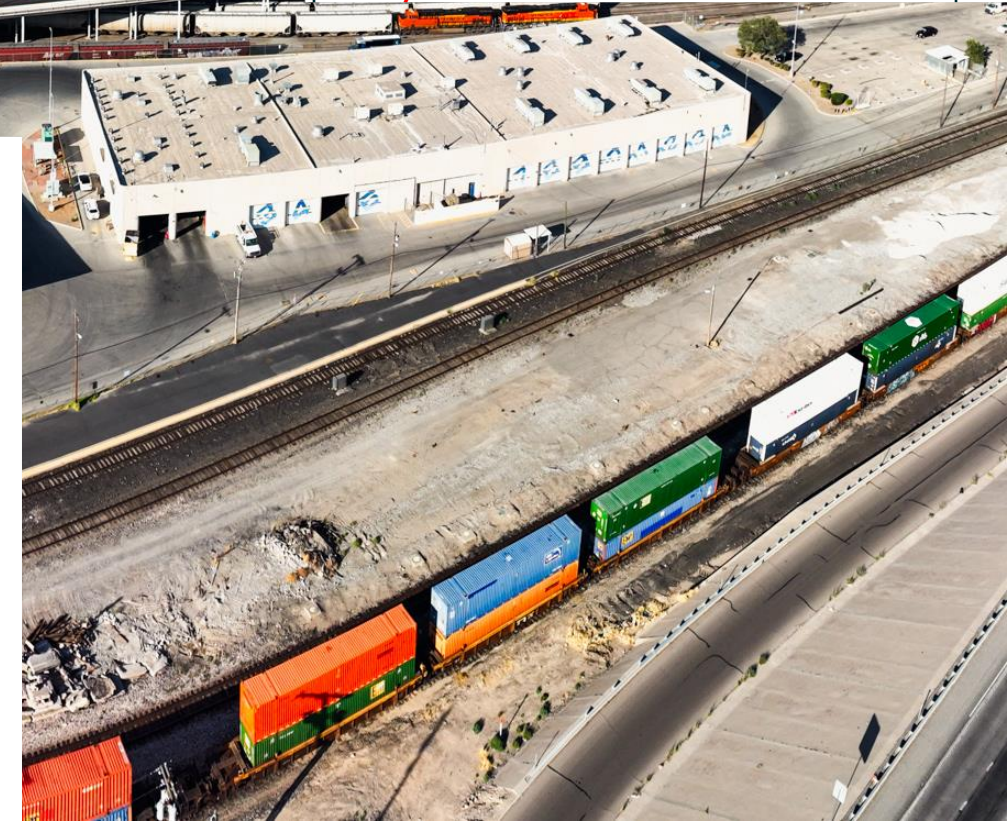
Timeline





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THANK YOU.

QUESTIONS?



Legislation Text

File #: 24-509, 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

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

AGENDA LANGUAGE:

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

Discussion and action approving a Resolution that the City Council of the City of El Paso supports the tenets of the Supply El Paso Procurement Playbook, attached to the Resolution as Exhibit A, including the creation of the Supply El Paso Board as a collective body comprised of City of El Paso leadership and representatives from other local governmental entities, financial and banking institutions, private agencies, businesses, chambers of commerce, and other key stakeholders that endeavors to bridge gaps between procurement opportunities, support organizations and regional vendors by fostering a strong marketplace for local firms.

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

AGENDA DATE: April 9, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

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

Mirella Craigo, Assistant Director, Economic and International Development (915) 212-1617

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: N/A

SUBJECT: Discussion and action that the City Council of the City of El Paso supports the tenets of the Supply El Paso Procurement Playbook, attached to this Resolution as Exhibit A, including the creation of the Supply El Paso Board as a collective body comprised of City of El Paso leadership and representatives from other local governmental entities, financial and banking institutions, private agencies, businesses, chambers of commerce, and other key stakeholders that endeavors to bridge gaps between procurement opportunities, support organizations and regional vendors by fostering a strong marketplace for local firms.

BACKGROUND / DISCUSSION:

On January 23, 2024, Drexel University's Nowak Metro Finance Lab and Aspen Institute's Latino Society sponsored by Rockefeller Foundation created the Supply El Paso Procurement Playbook: Unlocking the procurement economy for local business in El Paso. Project launched February 2023 and was completed in January 2024. Together with Economic and International Development the Purchasing and Strategic Sourcing Department is bringing a resolution to City Council to establish the Supply El Paso Board or Procurement Marketplace Council in El Paso.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING: N/A

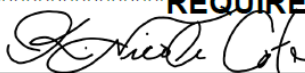
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO a

PRIMARY DEPARTMENT: Purchasing & Strategic Sourcing

SECONDARY DEPARTMENT: Economic and International Development

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, on January 23, 2024, Supply El Paso Procurement Playbook (“Playbook”) was published in partnership with Aspen Institute and Nowak Metro Finance Lab of Drexel University; and

WHEREAS, the Playbook is a market-making initiative to help local businesses compete for contracts and grow; and

WHEREAS, the City of El Paso can serve as a national model for fostering local enterprise growth through effective procurement and focusing on key sectors like defense, energy and manufacturing; and

WHEREAS, unprecedented federal investments bring renewed opportunities for inclusive economic growth in the El Paso region; and

WHEREAS, there currently exists an opportunity to expand the local share of direct spending by focusing on ready-to-scale firms; and

WHEREAS, a procurement marketplace collective, the Supply El Paso Board (“Supply El Paso”), can help address issues facing local ready-to-scale firms in El Paso; and

WHEREAS, Supply El Paso’s focus on sectors at the intersection of large contracting opportunities and underutilized capacity, where there is potential for growth, provide a clear path forward to address many of the aforementioned needs; and

WHEREAS, the City of El Paso will hold an intrinsic role in the coordination and implementation of the Supply El Paso Playbook.

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 supports the tenets of the Supply El Paso Procurement Playbook, attached to this Resolution as Exhibit A, including the creation of the Supply El Paso Board as a collective body comprised of City of El Paso leadership and representatives from other local governmental entities, financial and banking institutions, private agencies, businesses, chambers of commerce, and other key stakeholders that endeavors to bridge gaps between procurement opportunities, support organizations and regional vendors by fostering a strong marketplace for local firms.

(Signatures begin on following page)

APPROVED this _____ day of _____, 2024.

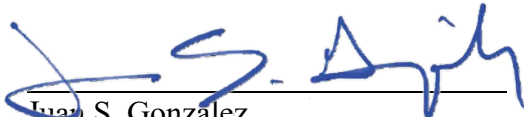
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

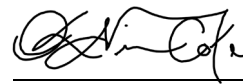
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote, Managing Director
Purchasing and Strategic Sourcing

EXHIBIT A

SUPPLY EL PASO PROCUREMENT PLAYBOOK

Supply El Paso Procurement Playbook

Unlocking the Procurement Economy for Local Businesses in El Paso

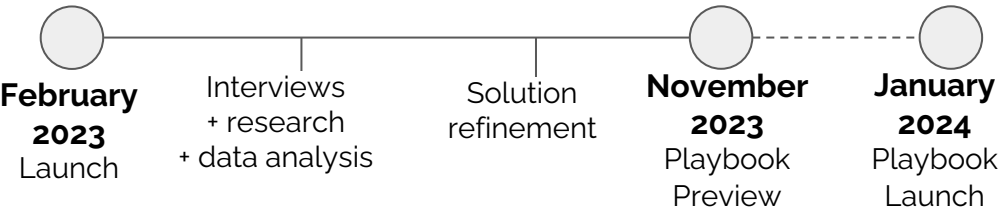
January 23, 2024

Supply El Paso is a market-making initiative to help local businesses compete for contracts and grow

El Paso Project Goals

- 1. Size the procurement economy (federal, state, and local)
- 2. Use the procurement economy as a vehicle to grow local businesses at scale
 - a. Ready-to-scale framework
 - b. Deconstructing energy projects
- 3. Develop firm-centric strategies to foster contracting with local firms and strengthen their growth.

Project Timeline



Research Team



Funder



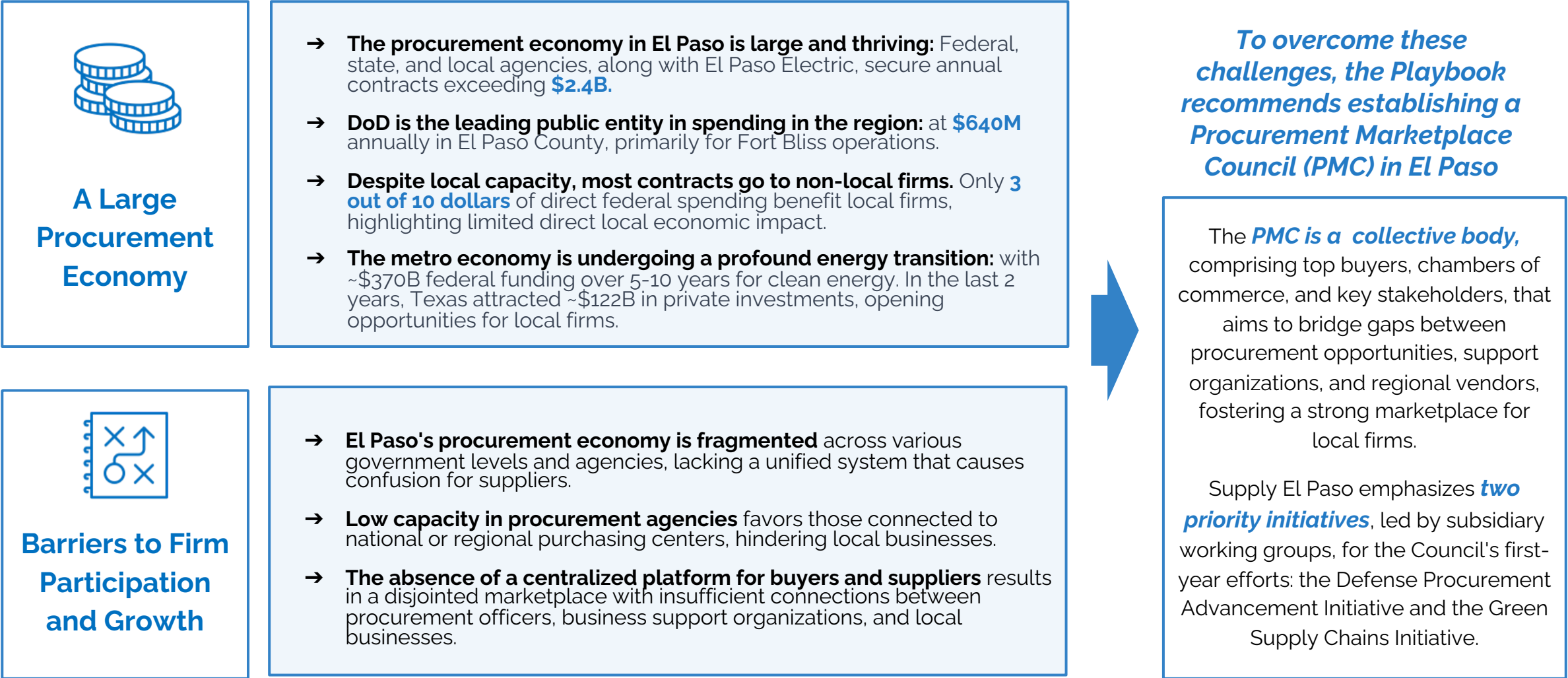
Partners



Prospective Partners



El Paso can serve as a national model for fostering local enterprise growth through effective procurement, focusing on key sectors like defense, energy, and manufacturing



Why now: Unprecedented federal investments bring renewed opportunities for inclusive economic growth in the El Paso region



Remilitarization

Geo-political conflicts and national security concerns drive remilitarization

Early signals

- In Dec 2023, the administration approved the National Defense Authorization Act for \$883 billion, the highest funding in years.

El Paso positioning

- Annual DoD direct spending in El Paso above \$600M.
- Fort Bliss anticipates increased local contracts in 2024.

Reshoring

Mandate to put the economy on a path towards long-term resilience across critical supply chains.

Early signals

- ~**360K** manufacturing jobs announcements in 2022 (+53% from 2021).

El Paso positioning

- Tri-state, bi-national region.
- El Paso's logistical hub, New Mexico's R&D assets, and Juarez's manufacturing capabilities.

Decarbonization

Commitment to lower emissions & decarbonizing the economy

Early signals

- IRA to accelerate the transition to clean energy.
- Private investments reaching **\$65B+** in TX in the last 2 years.

El Paso positioning

- Fort Bliss efforts driven by the Army's [Climate Strategy](#).
- EP Electric has committed to achieving 80% carbon-free energy by 2035.

Diverse spending

A renewed commitment to supplier diversity in procurement.

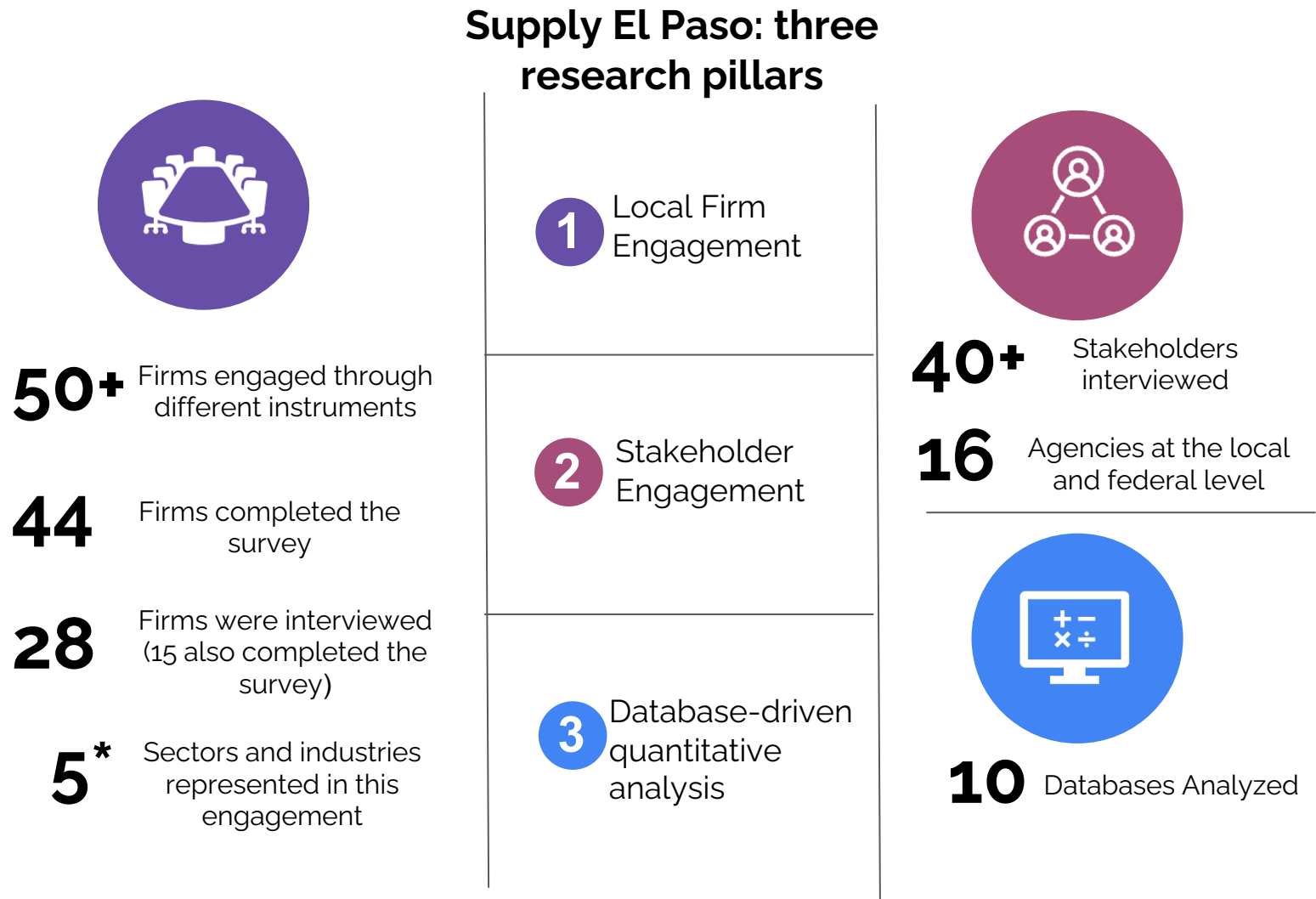
Early signals

- In 2021, President Biden raised the federal spending target for SDBs* from 10% to **15%** by 2025 (currently at 12%)

El Paso positioning

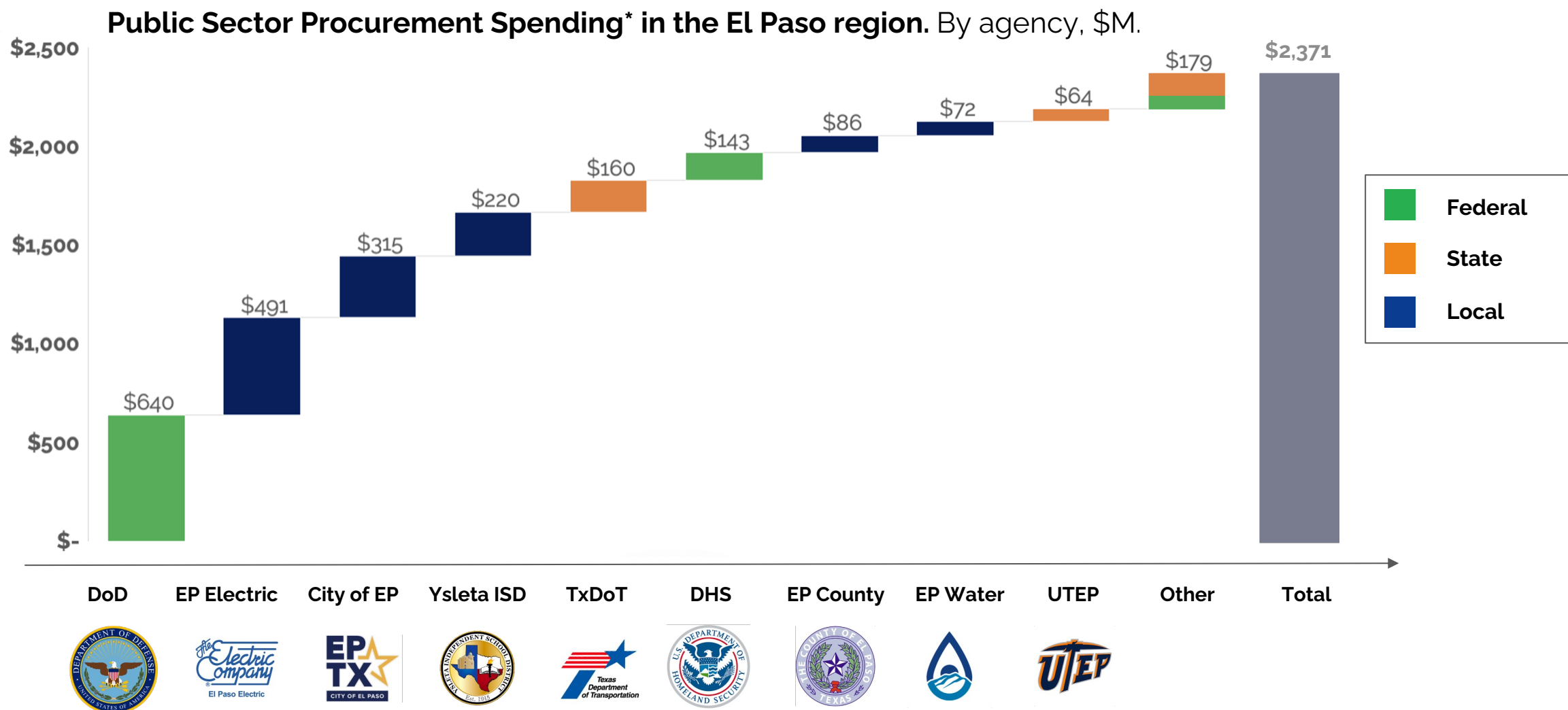
- El Paso MSA is home to a thriving and diverse business community (81.5% Latino population).

We did comprehensive firm-centric research, interviewing 28+ firms, engaging with local stakeholders and performing quantitative analyses



Notes: *(1) Construction, (2) Maintenance & other services (3) Professional Services (e.g., Architecture, Consulting, Engineering) (4) Manufacturing, (5) IT & Telecommunications.
Source: Nowak Metro Finance Lab and Aspen Institute Latinos & Society for Supply El Paso (2024).

The opportunity: We have identified at least \$2.4B to date in local, state, and federal contracts in El Paso County every year



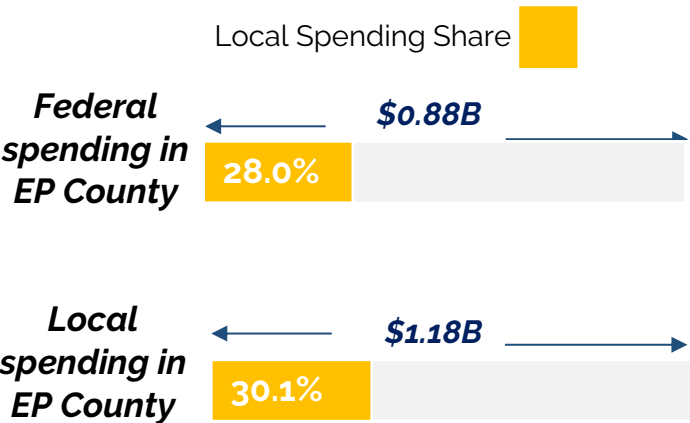
Notes: (*) Federal Data refers to the 5-year average of all contracts awarded in the El Paso region. Local data is based on information shared by local agencies. State data was estimated using Texas Expenditures by County (non-procurement expenses were excluded: salaries, employee benefits, travel, leases, intergovernmental payments, claims, payment of interest, and lottery payments).

Source: Nowak Metro Finance Lab and Aspen Institute Latinos & Society for Supply El Paso (2024).

865

The issue: At the local and federal levels, only 3 out of every 10 dollars go to firms located in El Paso County





3 out of 10 dollars go to firms located in EP County



Lessons from the engagement with firms

Out of 44 survey respondents, only half of them had local agency contracts in El Paso. Similarly, 22% expressed aspirations to contract more with the federal government.

Direct federal spending provides insights into how local leakage varies by industry

	 Administrative Services	 Manufacturing	 Construction Services	 Professional Services
Federal direct spending in EP (5 year average)	\$246.9M	\$ 197.55.3M	\$ 188.5M	\$ 113.1M
Federal spending in EP going to vendors from EP (5 year average)	6.4% (\$15.08M, 23 vendors)	83.8% (\$165.48M, 29 vendors)	33.1% (\$23.06M, 28 vendors)	6.3% (\$7.16M, 17 vendors)
Top 3 primes	Paragon Professional Services (Alaska) Pride Industries (California) Valient Government Industries (Kentucky) [61.6% of total]	Readyone (El Paso) Excel Garment (El Paso) Segovias Inc (El Paso) [75.3% of total]	Walga Ross Group (Missouri) Wells Global (North Carolina) Herman Construction (California) [31.3% of total]	Sawtst Inc (Georgia) Rogers Lovelock and Frtz. (Florida) Janus Research Group (Georgia) [38.8% of total]

Unlocking the opportunity: Expanding the local share of direct spending requires a certain focus on ready-to-scale firms

Ready-to-scale firms are small firms that, with the right support, could be ready to take on prime contracts and grow.

Why to focus on ready-to-scale firms?

Prime contracting	Limits of generalized support	Unlock regional growth
<i>From all small firms, these are likely to be primes. Federal prime contractors from El Paso went down from ~400 to ~200 in the last decade.</i>	<i>As firms grow, they experience new challenges and require more customized business support. These firms could take advantage of more targeted support.</i>	<i>With targeted support, these firms can bid and win more prime contracts, fostering regional growth (firms with 5-100 employees explain ~37% of the MSA employment).</i>

Characteristics of ready-to-scale firms:



Track record securing **prime contracts and/or subcontracts**



5-100 employees



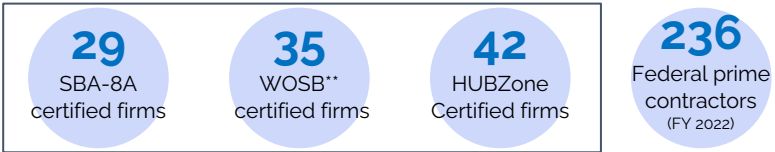
+5 years of operation



\$1M-\$40M* sales revenue

Unlocking the opportunity: These ready-to-scale firms have different starting points, needs and relationships

Active certifications in El Paso MSA*:



Navigating procurement: starting points, needs and relationships of ready-to-scale firms.

		Segment 1: \$1M-\$20M (annual sales revenue) El Paso: 1,300-1,600 firms***	Segment 2: \$20M-\$40M (annual sales revenue) El Paso: 600-850 firms***
Starting point	 Procurement Experience	<ul style="list-style-type: none">Primes or subs, avg. contracts: \$250k - \$5M.Lack of past performance as primes.	<ul style="list-style-type: none">Primes, avg. contracts: \$5M.Lack of past performance as primes.
	 Back Office & Workforce	<ul style="list-style-type: none">Some back-office support.Focus on attracting & retaining workforce.	<ul style="list-style-type: none">Some back-office/biz development support.Higher focus on workforce issues.
	 Access to Capital	<ul style="list-style-type: none">First banking relationships.SBA 8(a), HUBZone, SBA Mentor Protégé.	<ul style="list-style-type: none">Firms in construction/O&M: need for bonding.Seeking loans for affordable working capital.
	 Stakeholders	<ul style="list-style-type: none">SBA offices and federal TA providers Chambers Local Community Banks 	<ul style="list-style-type: none">Local Community Banks National banksJVs with large US companies

Notes: (*) Companies with currently active certifications (last updated: November 15th, 2023). (**) WOSB = Woman-Owned Small Businesses (**) Estimates based on Statistics of U.S. Business and Annual Business Survey data for 2019.
Source: Nowak Metro Finance Lab and Aspen Institute Latinos & Society for Supply El Paso (2024), [SBA Dynamic Small Business Search](#), [Statistics of U.S. Business](#), [Annual Business Survey](#).

Growth barriers: Engagement with local ready-to-scale firms enabled us to identify their primary challenges to win prime contracts and scale successfully



Fragmented Ecosystem

- There is not a unified local procurement system (many public agencies across different government levels, business support organizations, capital providers).
- Fragmentation leads to supplier confusion.
- Coordinated efforts would ease the process of finding solicitations, bidding, and accessing assistance.

Barriers to win contracts	
Connecting to purchasing officers (FEDERAL)	High
Paperwork is cumbersome (each agency has its own procedures)	Medium
Project specifications (standardizations, inconsistencies)	Medium
Need for broad networking	Medium

*"It's **hard to track** where **projects** are coming."*

*"The biggest challenge is going into markets not knowing **who the decision makers are**."*



Need to strengthen decision-making processes

- Distance to purchasing officers limits the ability of El Paso's businesses to establish effective connections.
- Purchasing departments need to build capacity to create and execute more inclusive processes.

Barriers to win contracts	
Transparency in evaluation (LOCAL)	High
Informative debriefings for unsuccessful bidders (LOCAL)	High
Opportunities for rectification when errors occurs (LOCAL)	High
Payment processing	Medium

*"We submitted everything [for a bid] two to three years ago - our bid was never unsealed, but we were told the contract was awarded... our **requests for feedback went unanswered**"*



Disjointed marketplace & business support

- Local firms poised for growth encounter difficulties to navigate the procurement ecosystem and identify the type of support they need.
- Gathering places for buyers across entities and suppliers could strengthen networks in the procurement ecosystem, and promote alignment in practices throughout the marketplace.

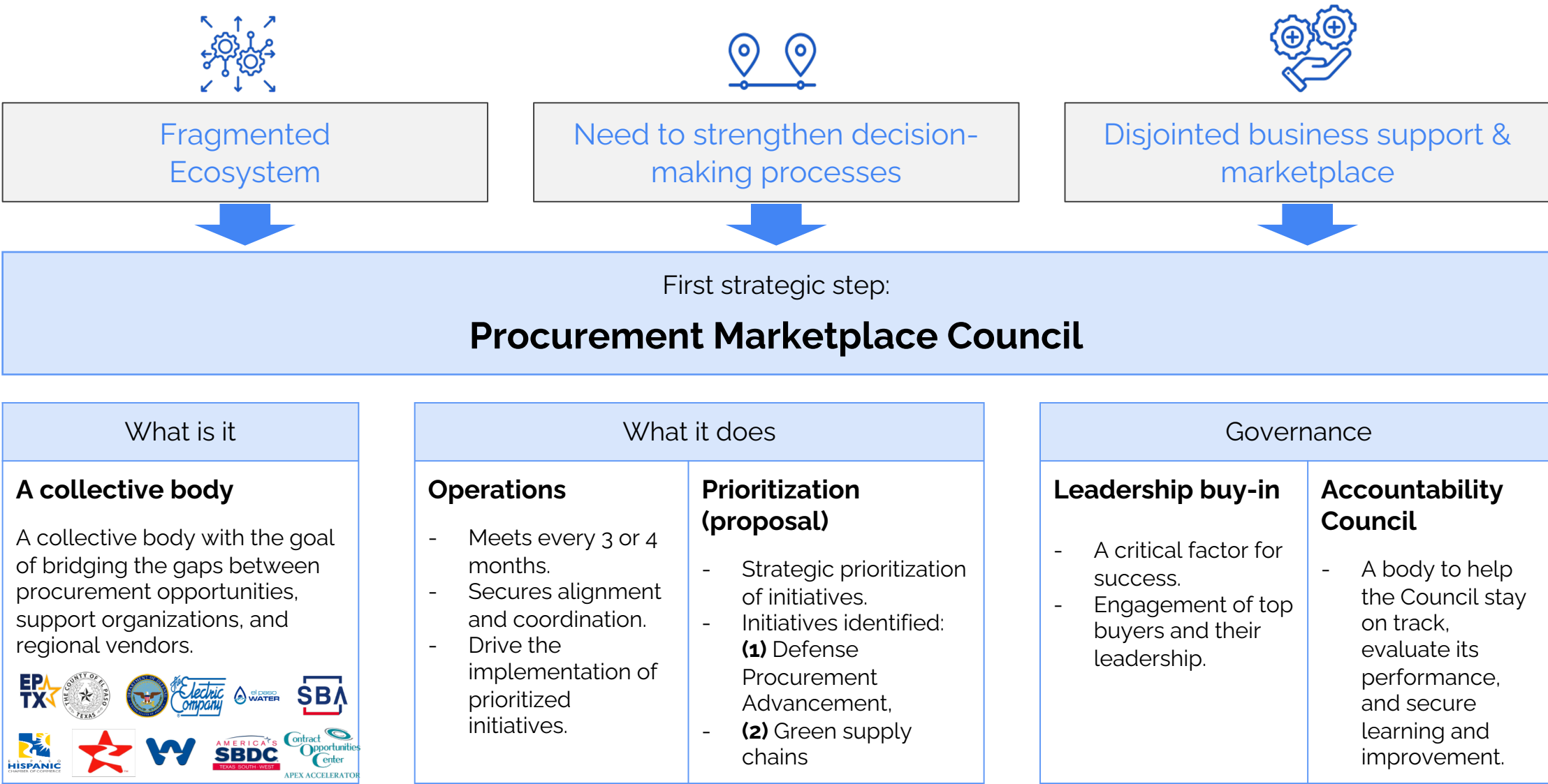
Barriers to win contracts	
Pipeline of professionals	High
Bonding**	High
Line of credit	High
Interest rates	Medium
Collateral requirements	Medium
Responding to RFPs + Back-office support	Low
Financial literacy	Low
Procurement 101	Low

*"We **need products for medium sized firms trying to grow**, working capital to secure larger loans/bonds."*

- References**
- Low: Few firms see this as a significant barrier.
 - Medium: Some firms see this as an issue.
 - High: Most firms consider this a significant barrier.

**Based on 50+ interviews with SWMBEs* in the El Paso region.*

A way forward: A Procurement Marketplace Council can help address three core issues in tandem, and position EP to localize public spending at all levels



A way forward: We propose two initiatives that the Procurement Marketplace Council can explore to localize public spending at all levels and grow local firms

#1. Defense Procurement Advancement Initiative



GOAL
Be a catalyst for solving bottlenecks/**removing barriers to local firms winning contracts.**




ACTIVITIES
Explore and expand mechanisms to connect El Paso suppliers with DoD contracts, including the Mentor-Protégé Program and the establishment of Intergovernmental Services Agreements (IGSAs) to streamline procurement processes.




PARTICIPANTS*




#2. Green Supply Chains Initiative




GOAL
Maximize the energy transition to **drive the growth of regional firms** by identifying and unlocking growth opportunities.



ACTIVITIES
Identify the supply chain demand generated by the energy transition and map opportunities to fuel demand and support local firms in promising sub-sectors to grow.
Example: EV charging infrastructure supply chain.



PARTICIPANTS*



Cross-cutting strategies:

- A. *Integrate practices:*** Review inclusive procurement best practices locally and nationally. Develop strategies to scale effective practices fostering local firm participation in El Paso's procurement economy.
- A. *Establish a Procurement Marketplace:*** Establish a hub for buyers and suppliers to cultivate relationships and reinforce local business networks by hosting regular events where businesses showcase offerings to key vendors in the area.

A way forward: Focus on sectors at the intersection of large contracting opportunities and underutilized capacity, where there is potential for growth



Operations & Maintenance

- Sector with the largest procurement spending in the region.
- **DoD (Fort Bliss)** is the main purchaser (~\$250M in spending per year).
- Key role in the **Energy transition** (e.g., O&M of EV charging infrastructure).

"When Fort Bliss was constructed, most of the opportunities were in that sector. Now, there is not much construction left on the base, and opportunities are more focused on maintaining the base."

-EPHCC



Construction

- ~49% of local spending is directed toward firms in the construction supply chain,
- Crucial for the **Energy Transition**, supporting cleaner energy, efficiency upgrades, and transportation electrification.

"We have helped a number of construction firms through their initial stages [...] they often return for further advice as they are now seeking expansion". - **SBDC**

"We need to build trust so that we can see firms all the way through"

-EPC



Manufacturing

- Over 80% of mfg spending going to two El Paso suppliers specializing in **military apparel**.
- Playing a key role in the **Energy transition** by producing components for renewable energy tech, and EVs.

"IRA is having a lot of influence on manufacturers of batteries, solar, wind projects. It could have implications for the reshoring of some parts of this supply chain."

-Pearce Renewables




















The **US climate mandate**, paired with unprecedented federal investments, is propelling **clean investments nationwide** and reshaping the composition of supply chains in legacy industries. Focusing support on sectors that will expand is crucial for grasping the opportunities that the energy transition brings.






The significant and expectably sustained increase in **DOD appropriations** will drive investment, particularly in areas with **defense facilities** such as El Paso. Supporting sectors that supply these facilities is crucial for regional opportunities.

A way forward: Success depends on understanding energy and DoD-related supply chains and El Paso's special positioning

Example: Deep dive into the stages, firms and stakeholders in the EV charging infrastructure supply chain in El Paso.

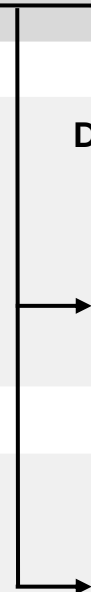
	Planning			Development			Operations & Maintenance (O&M)
	Site selection	Infrastructure's agreements	Upgrades	Manufacturing of EV chargers	Installation of EV chargers	Inspection	Maintenance of EV charging infrastructure
Description	Specially in small-size projects, the customer selects the location. For larger projects/ customers, some software companies are starting to provide geolocation services.	Definition of the type of charging station*, and agreements with the owner or occupant of the land on which an EV charging station is built.	Installing or enhancing transformers, substations, and distribution networks to support the EV charging stations.	EV equipment manufacturing, including transformers. There aren't regional providers, only a few big players in the US**.	Physical setup and connection of charging equipment to the electric grid. Installers must have a certification from the equipment manufacturer****	For activation, the EV charging stations must pass the inspection from regulators.	Determine the pricing structure for charging services, which may include pay-per-kWh rates or subscription-based models.
Firms	Software companies  	-	-	Equipment manufacturers  Transformers manufacturers  Refurbished Transformers 	Charging station installers***  	-	Charging station installers***  O&M contractors   
Other stakeholders	Customer	 Customer	 Architects and engineers		 Training centers (associated with manufacturers) that provide certifications	  Auditor (representing the equipment manufacturer), needed to activate guarantee.	 Customer

 Some presence in El Paso
  There is not local presence of these firms
  Emerging market

Note: (*) Stations can be Level 1, Level 2 or Level 3. Level 3 or "DC fast charging" can recharge up to 80% of your battery in 20 minutes. (**) Before COVID-19 there were ~12 companies. There could be a secondary market for refurbished transformers. ("") There are only 3 installers in EP region. (****) For that, there are specialized training centers (e.g., ChargePoint University) and installers must take and pass an online training.

Source: Nowak Metro Finance Lab and Aspen Institute Latinos & Society for Supply El Paso (2024).

A way forward: A (suggested) roadmap for implementation and Key Performance Indicators

		90 days April 2024	180 days July 2024	360 days January 2025
Key Performance Indicators				
	Procurement Marketplace Council: <i>Master steering committee</i>	Set up council: ID group of stakeholders & council members; define mission; set clear objectives, and host first meeting.	Prioritize key initiatives and announce their official launch. Form an Accountability Council. Develop a matrix to track progress.	Assess progress, adjust, and guide progress through the Accountability Council.
	Defense Procurement Advancement Initiative	Coordinated action among Chambers and federal TA providers to raise awareness among local businesses about the Mentor-Protégé Program and IGSA's. Convene local agencies to learn about IGSA's.	Convene local agencies, local chambers and the DoD to agree on a roadmap with clear objectives, tactics, and KPIs. ID regional firms in areas with strong DoD spending.	Track progress based on (a) share of DoD spending going to local firms and (b) new firms getting contracts with Fort Bliss. Strategize to expand successful approaches to a broader audience.
	Green Supply Chains Initiative	ID lead and co-lead (organizations focused on economic development). ID regional firms in areas related to the energy transition. Round table to prioritize challenges.	Establish a network (HEIs, industry associations, and government bodies) to foster coordinated action to tackle challenges. Formalize partnerships and develop an implementation roadmap.	Firms get new contracts with a new agency. Firms win larger contracts and increase sales revenue by compared to the previous year.

Thank you!

January 23, 2024