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

## May 21, 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: 871-311-448#

#### **AND**

AGENDA REVIEW MEETING COUNCIL CHAMBERS, CITY HALL 300 N. CAMPBELL AND VIRTUALLY May 20, 2024 9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 304-313-393#

Notice is hereby given that an Agenda Review Meeting will be conducted on May 20, 2024 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on May 21, 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, May 20, 2024 Conference ID: 304-313-393#

Regular Council Meeting, May 21, 2024 Conference ID: 871-311-448#

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 SENIOR CHAPLAIN DAVID MAYFIELD

#### PLEDGE OF ALLEGIANCE

**East Point Elementary School** 

Eban Campos
Keira Esqueda
Nathaniel Ortiz
Celina Mendoza
Angelique Maldonado
Izabella Castañeda
Jayden Cruz
Renata Salgado
Zadie Andrade
Madysun Serrano
Gustavo Zamora

#### **MAYOR'S PROCLAMATIONS**

**National Travel Tourism Week** 

**Border Patrol's 100th Year Anniversary** 

**National Cancer Survivors Month** 

**Allison Cuellar Day** 

El Paso Police Department's 151st Anniversary Celebration

#### **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 Agenda Review Meeting and the Work Session of May 6, 2024.

**24-699** 

#### **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

24-56

#### **CONSENT AGENDA - RESOLUTIONS:**

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

3. That the Mayor be authorized to exercise the option to renew the term of the Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$130,000.00 annually for the City's staffing services and separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the second one (1) year term of the three one (1) year renewal options.

24-675

#### **All Districts**

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

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

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

<u>24-662</u>

Districts 1, 2, 4, 7, 8

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

5. That the closure of rights-of-way within the City of El Paso for the Sal y Limon 2024 from 5:00 p.m. on Friday, May 31, 2024, to 6:00 a.m. on Sunday June 2, 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 Mesa Street between Texas Ave. and Franklin Ave. 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. (CSEV24-00021)

#### **24-661**

#### **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

A Resolution to authorize the City Manager to sign an Advance Funding Agreement Amendment #3 by and between the Texas Department of Transportation, for the Sean Haggerty Drive Extension project, for the design of a four-lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street, in order to amend the budget by updating the type of Federal and State funds that are being expended. This Amendment #3 does not change the total estimated cost of the Project and does not change the estimated local government participation amount of \$1,832,997.00 plus any cost overruns.

#### 24-690

#### District 4

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

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

7. A Resolution that the Mayor be authorized to sign an Intergovernmental Support Agreement ("IGSA") between the City of El Paso and the United States to provide animal control services by and through its Department of Animal Services to Fort Bliss in the City of El Paso, El Paso County, Texas.

#### 24-660

#### **All Districts**

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

8. That the City Manager, or designee, be authorized to sign the second amendment to the Consulting Services Agreement between the City of El Paso and AECOM Technical Services Inc. for the provision of consulting services for the development of the Climate Action Plan (CAP) for an amount of \$137,024 to

<u>24-704</u>

cover activities related to the Climate Fellowship program and outreach.

#### **All Districts**

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

#### **CONSENT AGENDA - BOARD APPOINTMENTS:**

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

9. Tod Grice to the Open Space Advisory Board by Representative Isabel Salcido,
District 5.
 Members of the City Council, Representative Isabel Salcido, (915) 212-0005

10. Andrea Uribe to the Building and Standards Commission by Representative Isabel Salcido, District 5.
 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

11. Vanessa Tena to the Museums and Cultural Affairs Advisory Board by Representative Isabel Salcido, District 5.

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

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

**12.** Appointment of Miguel (Mike) Rosales to the Veterans Affairs Advisory
Committee by Representative Henry Rivera, District 7.

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

**13.** Terry M. Breaux to the Animal Shelter Advisory Committee by Representative Joe Molinar, District 4.

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

#### **CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:**

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

14. A refund to Melissa Epperson, in the amount of \$3,100.36 for an overpayment made on January 20, 2024 of 2023 taxes, Geo. # N425-999-0180-1700. 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.

#### **All Districts**

#### **CONSENT AGENDA - NOTICE FOR NOTATION:**

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

**15.** For notation only, the P-Card Transactions for the period of March 21, 2024 - April 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

<u>24-691</u>

#### **All Districts**

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

#### REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

**16.** Discussion and action to approve a Resolution recognizing the Riverside High School Boys Soccer Team for reaching the regional final, known as the Elite Eight.

24-705

#### **All Districts**

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

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

**17.** Discussion and action to approve a Resolution recognizing The El Paso Football Officials Camp.

24-728

#### **All Districts**

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

18. Discussion and action to approve a Resolution that City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the naming of the Multipurpose Recreation Center, located at 9031 Viscount Blvd, within the City of El Paso, El Paso County, Texas, as "Michelle T. Adjemian Recreation Center".

24-719

#### District 3

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

#### **REGULAR AGENDA - OPERATIONAL FOCUS UPDATES**

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

**19.** Presentation of the Sociable City Assessment Action Plan by the Responsible Hospitality Institute (RHI) with the Code Enforcement Bureau, and the El Paso

<u>24-692</u>

Police Department. The Sociable City Assessment Action Plan is a summary that includes a review of the current noise ordinance, public and venue safety, social venues, mobility, and quality of life. RHI will present the summary action plan and provide City Council with recommendations.

#### All Districts

Police, Steve Alvarado, (915) 212-6026

#### **Goal 8: Nurture and Promote a Healthy, Sustainable Community**

**20.** Presentation and discussion on El Paso Animal Services Medical Operations. [POSTPONED FROM 05-07-2024]

**24-606** 

#### **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: 871-311-448#

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

21. An Ordinance authorizing the City Manager to sign a contract of sale with Notes Live Inc, a Colorado corporation, for the sale of approximately 17 acres of property located at the Northeast corner of Cohen Avenue and US Highway 54, El Paso, TX 79924, legally described as a portion of Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas.

**24-693** 

#### **District 4**

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

#### PUBLIC HEARING WILL BE HELD ON JUNE 4, 2024

22. An Ordinance approving amendment number three to the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Eleven, City of El Paso, Texas; making various findings related to such Plan; providing for severability; and providing an effective date.

**24-694** 

#### **District 4**

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

#### PUBLIC HEARING WILL BE HELD ON JUNE 4, 2024

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

23. An Ordinance changing the zoning of a 17.444 acre Tract of land situated in the O.A. Danielson Survey, Number 316, being a portion of that certain 32.412-acre Tract, and 4.806 acre Tract of land situated in Ysleta Grant Block 56, being a portion of Tract 8 and 9, of said Block 56, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and R-3 (Residential) to C-4 (Commercial), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

24-685

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: Gateway East and Southeast of Americas Applicant: David Ballard, PZRZ23-00041

#### **District 6**

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

#### PUBLIC HEARING WILL BE HELD ON JUNE 11, 2024

24. An Ordinance changing the zoning of all of Tracts 90-A, 92, and 93, S.A. & M.G. Railroad Survey #267, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-3 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

24-686

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: North of Thorn and West of Doniphan Applicant: David Ballard, PZRZ24-00003

#### District 1

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

#### PUBLIC HEARING WILL BE HELD ON JUNE 11, 2024

#### **REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:**

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

25. 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 "ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION PROJECT" for an amount not to exceed \$1,008,393.48; 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 \$1,108,393.48; 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.

#### District 1

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

26. 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 "Northeast Advanced Manufacturing Development Phase 1 Design-Build Owner's Representative Bridging Documents" for an amount not to exceed \$1,023,724.11; 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 \$1,123,724.11; 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.

#### **District 4**

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

#### REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

24-669

24-674

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

27. An Ordinance granting Special Permit No. PZST23-00012, to allow for infill development with reductions to minimum lot area and minimum average lot width on the property described as Lot 42, Block 20, Sun Valley Addition Section Three, 5204 Sun Valley Drive, 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.

24-542

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: 5204 Sun Valley Dr.

Applicant: Goal Development Group, PZST23-00012

#### District 4

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

28. An Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Section 5.03.010 (Compliance Required) to remove the Downtown Management District exemption and Section 5.03.020 (Definitions) to amend the definition of residential property of the El Paso City Code; the penalty as provided in 5.03.130 of the El Paso City Code.

24-657

#### **All Districts**

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

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

29. An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as The North 140 ft. of Lot 7, Block 4, Buena Vista Addition, El Paso County, Texas, to the City of El Paso ("City"), in accordance with Section 34.05(h) of the Tax Code.

24-616

Offer originated from The El Paso Municipal Drainage Utility, by and through El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation ("EPWater").

#### **District 8**

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

30. An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as Tract 2-P-2-B, Block 6, Ascarate Grant, El Paso County, Texas, as described in Volume 2948, Page 1719, Official Records of El Paso County, Texas, to the

24-617

City of El Paso ("City"), in accordance with Section 34.05(h) of the Tax Code.

Offer originated from The El Paso Municipal Drainage Utility, by and through El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation ("EPWater").

#### District 7

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

#### **REGULAR AGENDA - OTHER BUSINESS:**

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

31. Discussion and action on a Resolution authorizing the submission of an application to the U.S. Department of Energy (DOE) Local Government Energy Program: Communities Sparking Investment in Transformative Energy (C-SITE) requesting funds in the amount of \$3,000,000.00, with a 5% match of \$160,000.00 from the City, for the Paso del Norte Port of Entry Microgrid Project; and authorizing the City Manager, or designee, to make any budget transfer necessary in regards to the City's matching project funds in the amount of \$160,000.00 from the International Bridges Department P3 Fund in order to effectuate the Paso del Norte Port of Entry Microgrid Project; authorizing the City Manager, or designee, to sign any documents necessary for the proper submission of said application; authorizing the City Manager, or designee, to sign any documents necessary to accept a grant resulting from said application, after consultation with the City Attorney's Office; and authorizing the City Manager, or designee, to sign any documents related to a grant resulting from the application, including, but not limited to, revisions to the project scope, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant; and to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.

#### **All Districts**

City Manager's Office, Omar Martinez, (915) 479-0341 City Manager's Office, Ian Voglewede, (915) 299-9409 International Bridges, Roberto Tinajero, (915) 212-7509

32. Discussion and action on a Resolution authorizing the submission of an application to the U.S. Environmental Protection Agency (EPA) Clean Ports Program: Climate and Air Quality Planning Competition requesting funds in the amount of \$3,000,000.00, with no match required from the City, for the Ysleta International Port of Entry and Santa Fe Railyard Project Development Study; and authorizing the City Manager, or designee, to sign any documents necessary for the proper submission of said application; authorizing the City Manager, or designee, to sign any documents necessary to accept a grant resulting from said application, after consultation with the City Attorney's Office; and authorizing the City Manager, or designee, to sign any documents related to a grant resulting from the application, including, but not limited to, revisions to the project scope, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct,

24-679

24-676

and/or terminate the grant; and to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.

#### **All Districts**

City Manager's Office, Omar Martinez, (915) 479-0341 City Manager's Office, Ian Voglewede, (915) 299-9409

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

33. Discussion and action on a Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso ("City") and the Texas Department of Motor Vehicles ("TxDMV") described as the Scofflaw Services Contract to allow the Municipal Court to transmit vehicle information regarding outstanding arrest warrants to the Texas Department of Motor Vehicles for statewide flagging and holds.

#### <u>24-689</u>

#### **All Districts**

Municipal Courts, Lilia Worrell, (915) 212-5822 Municipal Courts, Annabelle Casas, (915) 212-5205

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

**34.** Presentation, discussion and action on the City of El Paso's legislative agenda for the 89th Regular Session of the Texas State Legislature.

#### **24-668**

#### All Districts

City Manager's Office, Ian Voglewede, (915) 212-0065

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

35. Discussion and action on a Resolution authorizing the submission of an application to the U.S. Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) Competition requesting funds in the amount of \$22,809,600.00, with a \$2,138,400.00 (7.5%) match required from the City, for the Zaragoza Rail Grade Separation Project; and authorizing the City Manager, or designee, to sign any documents necessary for the proper submission of said application; authorizing the City Manager, or designee, to sign any documents necessary to accept a grant resulting from said application, after consultation with the City Attorney's Office; and authorizing the City Manager, or designee, to sign any documents related to a grant resulting from the application, including, but not limited to, revisions to the project scope, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant; and to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.

#### **24-706**

#### **All Districts**

Capital Improvement Department, Yvette Hernandez, 915-212-0065 City Manager's Office, Omar Martinez, 915-479-0341

#### **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

#### Legislation Text

File #: 24-699, 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 Agenda Review Meeting and the Work Session of May 6, 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

# AGENDA REVIEW MINUTES COUNCIL CHAMBERS AND VIRTUALLY CITY HALL, 300 N. CAMPBELL May 6, 2024 9:00 A.M.

......

The City Council met at the above place and date. Meeting was called to order at 9:02 a.m. Mayor Oscar Leeser was present and presiding. The following Council Members answered roll call: Brian Kennedy, Cassandra Hernandez, Joe Molinar, and Isabel Salcido. Late arrivals: Josh Acevedo and Chris Canales at 9:03 a.m., Art Fierro at 9:05 a.m., and Henry Rivera via videoconference at 9:08 a.m.

The agenda items for the May 7, 2024 Regular City Council and Mass Transit Department Board Meeting were reviewed.

#### 14 CONSENT ACENDA DECLIEST TO ISSUE DUDCHASE ORDERS

#### 14. CONSENT AGENDA – REQUEST TO ISSUE PURCHASE ORDERS

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2022-0850 Veterinary Medical Supplies (Re-Bid III) to Manuel Talamantes, III dba El Paso Veterinary Supply.

This change order will increase referenced contract by \$271,288.87 for a total estimated amount not to exceed \$1,436,572.99. This change order will consider manufacturer's price increases due to the volatility of the pharmaceutical market.

#### **Contract Variance:**

Not Applicable.

Department: Animal Services

Award to: Manuel Talamantes, III dba El Paso Veterinary

Supply

City & State: El Paso, TX
Current Contract Estimated Amount: \$1,165,284.12
Change Order Award: \$271,288.87
Total estimated Amount not to Exceed: \$1,436,572.99

Account(s): 225 - 2580 - 25120 - 531120 Funding Source(s): Animal Services Fund

District(s):

This was a Low Bid Award - unit price contract.

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

Representatives Hernandez and Canales questioned the following City staff members:

AGENDA REVIEW MEETING MINUTES MAY 6, 2024

- Ms. Venessa Lagunas, Procurement Analyst
- Ms. Paula Salas, Lead Procurement and Contract Analyst
- Mr. Terry Kebschull, Animal Services Director

.....

#### **ITEMS 28 THROUGH 31 WERE REVIEWED TOGETHER**

#### 28. <u>REGULAR AGENDA – INTRODUCTIONS AND PUBLIC HEARINGS</u>

An Ordinance authorizing the issuance of City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds in an aggregate amount not to exceed \$75,200,000 to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters.

#### 29. REGULAR AGENDA - INTRODUCTIONS AND PUBLIC HEARINGS

An Ordinance authorizing the issuance of City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds in an aggregate amount not to exceed \$40,480,000 to refund certain previously issued obligations of the City for debt service savings; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters.

#### 30. REGULAR AGENDA - INTRODUCTIONS AND PUBLIC HEARINGS

An Ordinance establishing a water and sewer utility system extendable commercial paper program and authorizing the issuance of program obligations in an aggregate principal amount not to exceed \$300,000,000 outstanding at any one time, prescribing the terms, features and characteristics of such obligations; making certain covenants and agreements in connection therewith; providing for the payment of the obligations; resolving other matters related thereto, including approval of a dealer agreement and issuing and paying agent agreement; and providing an effective date.

#### 31. REGULAR AGENDA - INTRODUCTIONS AND PUBLIC HEARINGS

An Ordinance authorizing the issuance of City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds in an aggregate amount not to exceed \$303,000,000 to refund certain system extendable commercial paper notes; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized city officer or employee within certain specified parameters.

Mayor Leeser questioned the following El Paso Water staff member:

Mr. Art Duran, Chief Financial Officer

#### 34. REGULAR AGENDA - PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

An Ordinance amending the following provisions of the El Paso City Code Title 15 (Public Services), Chapter 15.22 (Water and Wastewater Impact Fees): Section 15.22.060 (Land Use Assumptions and Service Area) and Section 15.22.070 (Capital Improvement Plan) to update dates; Section 15.22.100

(Maximum Fee and Actual Fee to be Assessed) to update water and wastewater impact fee per service unit; and Appendix B (Impact Fee Assessment Schedules) to update the water and wastewater schedule.

Mayor Leeser questioned the following City staff member:

Mr. Kevin Smith, Planning and Inspections Assistant Director
 ITEMS 35 AND 36 WERE REVIEWED TOGETHER

#### THE WOOD AND SO WERE REVIEWED TO SETTING

#### 35. <u>REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES</u>

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

#### 36. REGULAR AGENDA - PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

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

Mayor Leeser and Representative Rivera questioned the following City staff member:

#### 40. REGULAR AGENDA - PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

An Ordinance approving the adoption of an ad valorem property tax exemption for qualified commercial child-care facilities and amending Title 3 (Revenue and Finance) of the El Paso Municipal Code, Chapter 3.04 (Property Taxes) by adding section 3.04.042 (Exemption- Child-care facilities) for entities that qualify under the current code. This Ordinance shall be effective January 1, 2024 upon adoption by the City Council of the City of El Paso.

Mayor Leeser questioned the following City staff member:

Mr. Robert Cortinas, Chief Financial Officer

#### ITEMS 41 THROUGH 43 WERE REVIEWED TOGETHER

#### 41. REGULAR AGENDA - PUBLIC HEARINGS AND SECOND READING OF ORDINACES

An Ordinance amending Ordinance No. 16143 relating to Fines, Fees and Penalties in effect in the El Paso City Code to add authorization for a fee for Library Cards and Enhanced Library Cards.

#### 42. <u>REGULAR AGENDA – OTHER BUSINESS</u>

Discussion and action on a Resolution amending Schedule C to include the fees for the Enhanced Library Card Fee, the Enhanced Library Card Replacement Fee, and the Kit Replacement Fee as described on Exhibit A attached to the Resolution.

#### 43. <u>REGULAR AGENDA – OTHER BUSINESS</u>

Discussion and action that the Mayor is hereby authorized to sign the Interlocal Agreement between the City of El Paso (the "City") and the El Paso County (the "County"). The City has initiated an Enhanced Library Card Project and the City and County desire to expand the jurisdiction that has access to an Enhanced Library Card and library services. The Agreement sets out the County pays the enhanced library card fee for those County residents outside the City of El Paso and sharing the cost of one employee that will be hired for the Enhanced Library Card Project. The term of the Agreement is for five years with the ability to be extended for five additional one year term extensions. In addition, the City Manager or designee is authorized to execute any necessary documents to carry out the agreement.

Mayor Leeser and Representative Hernandez questioned the following City staff member:

,	•		į	<b>J</b>	,	
Ms. Norma Ma	artinez, Director of Lib	rary Servic	es			
	by Representative Sa JOURN this meeting	•	, ,	resentative (	Canales, and	unanimously
AYES: Repre Canales NAYS: None	sentatives Kennedy,	Acevedo	, Hernandez,	Molinar, Sa	lcido, Fierro,	Rivera, and
APPROVED A	AS TO CONTENT:					
Laura D. Prine	e, 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 May 6, 2024 COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY 9:05 A M

	9:05 A.W.
at 9:27 answer Art Fier	y Council of the City of El Paso met at the above place and date. Meeting was called to order a.m. Mayor Oscar Leeser was present and presiding and the following Council Members ed roll call: Brian Kennedy, Josh Acevedo, Cassandra Hernandez, Joe Molinar, Isabel Salcido, ro, and Chris Canales. Henry Rivera participated via videoconference. Early Departure: Art eft during executive session.
•••••	<u>AGENDA</u>
1.	Presentation update and discussion on the City's 2022 Citywide Synchronization Program Phase 1.
	Mr. Randy Garcia, Streets and Maintenance Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).
	Representatives Acevedo, Hernandez, and Molinar commented.
	NO ACTION was taken on this item.
2.	Presentation and discussion providing a report from the following Goal Teams:
	Vision Block: High-Performing Government
	Goal 5 (Transparent & Consistent Communication)
	Goal 6 (Sound Governance & Fiscal Management)

• Ms. Araceli Guerra, Managing Director of Information Technology & Human Resources

The following City staff members presented a PowerPoint presentation (copy on file in the City

- Ms. Carolyn Patrick, Information Technology Deputy Chief Information Officer
- Ms. Laura Cruz- Acosta, Communications Director
- Ms. Maria Pasillas, Tax Assessor and Collector
- Ms. Margarita Marin, Comptroller

Clerk's Office):

NO ACTION was taken on this item.			
3.	RESOLUTION		

WHEREAS, on March 13, 2020 the President of the United States declared a national

emergency, Governor of the State of Texas declared a state of disaster, and the Mayor of the City of El Paso declared a local state of disaster in relation to Coronavirus Disease 19 (COVID-19); and

WHEREAS, on March 17, 2020 City Council issued an Emergency Ordinance Instituting Emergency Measures due to a Public Health Emergency ("Emergency Ordinance"); and

**WHEREAS**, on May 11, 2020 City Council approved appropriations for the CARES Act funds received by the City for eligible expenses from March 1, 2020 through August 31, 2021; and

**WHEREAS**, the City has on going COVID-19 related expenditures that have continued into FY 2022; and

**WHEREAS**, the COVID-19 pandemic is a public health crisis that has required immediate action from the City to relieve the emergency necessity of the municipality's residents and to protect the health and safety of the community, resulting in expenditures by the City to respond to the COVID-19 public health emergency; 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 Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of recovery funds not explicitly listed; and

**WHEREAS**, the 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 July 27, 2021 the City Council appropriated \$15,000,000 of ARPA grant funds; and

**WHEREAS**, on January 18, 2022 the City Council appropriated \$7,821,018 of ARPA grant funds; and

**WHEREAS**, on March 15, 2022 the City Council appropriated \$6,600,000 of the ARPA grant funds; and

**WHEREAS**, on May 9th, 2022 the City Council appropriated the ARPA grant funds in the amount of \$115,979,244 in accordance with the requirements stipulated in the U.S. Department of Treasury's Final Rule ("Final Rule") and

**WHEREAS**, the City wishes to reallocate previously appropriated ARPA funds within existing allocations to assure compliance with the upcoming deadline to obligate ARPA funds.

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

**THAT** as the recipient of the American Rescue Plan Act ("ARPA") grant funds in the amount of \$154,365,135, the City Council approves the reallocation of \$11,154,312 of the grant funds from the Coronavirus State and Local Fiscal Recovery Funds for the following programs in the specified amounts:

- 1. Self-Contained Breathing Apparatus in the amount of \$6,600,000;
- 2. El Paso Computes in the amount of \$3,000,000; and
- 3. Additional funding for the Public Health Clinic located in the Medical Center of the Americas in the amount of \$1,554,312.

**THAT** the above allocations are made in accordance with the requirements stipulated by the American Rescue Plan Act and federal guidelines in the Final Rule to cover expenses incurred to respond and recover from the COVID-19 public crisis.

**THAT**, the above appropriations were obligated during the period starting March 3, 2021, and ending December 31, 2024.

**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 property expended to respond to the COVID-19 public health emergency.

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

- Ms. Nicole Cote, Managing Director of Office of Management and Budget and Purchasing and Strategic Sourcing
- Assistant Fire Chief Gustavo Tavarez
- Mr. Mario D'Agostino, Deputy City Manager of Public Safety and Support Services
- Police Chief Peter Pacillas
- Ms. Araceli Guerra, Managing Director of Information Technology and Human Resources
- Mr. Abraham Gutierrez, Assistant Director of Community and Human Development
- Mr. Richard Bristol, Streets and Maintenance Director
- Ms. Karina Brasgalla, Economic and International Development Interim Director

Representatives Hernandez and Molinar commented.

Ms. Karla Nieman, City Attorney, commented.

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

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

NAYS: None

#### EXECUTIVE SESSION

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Salcido, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 10:53 a.m. pursuant

to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following:

Section 551.071 CONSULTATION WITH ATTORNEY Section 551.074 PERSONNEL MATTERS

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

Representative Rivera was not present to discuss Executive Session Items as he participated virtually.

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Hernandez, and unanimously carried to **ADJOURN** the Executive Session at 12:24 p.m. and **RECONVENE** the meeting of the City Council.

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

NOT PRESENT FOR THE VOTE: Representatives Kennedy, Fierro, and Rivera

The Work Session was **RECESSED** at 12:24 p.m. for a lunch break and **RECONVENED** at 1:32 p.m.

Motion made by Representative Canales, seconded by Representative Fierro, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 1:33 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 EX5 to EX7.

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

NOT PRESENT FOR THE VOTE: Representative Rivera

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried to **ADJOURN** the Executive Session at 4:29 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

NOT PRESENT FOR THE VOTE: Representatives Fierro and Rivera

**EX1.** Application of El Paso Electric Company to Implement a Voluntary Texas Business Solar Power Program; HQ#UTILITY-14 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Canales, and carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to negotiate, settle, and execute a settlement agreement in the Application of El Paso Electric Company to Implement a Voluntary Texas Business Solar Power Program, under the Texas Public Utility Commission, Docket No. 55176, in Matter Number HighQ Utility-14, 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, and Canales

NAYS: Representative Hernandez

NOT PRESENT FOR THE VOTE: Representatives Fierro and Rivera

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**EX2.** El Paso Electric Company's Notice of Application to Reconcile Fuel Costs; HQ#UTILITY-15 (551.071)

NO ACTION was taken on this item.

EVA Dahart Darthauss City of El Dana 474 at Diatriat Court Cours No. 2020 DCV 4552 (554.074

**EX3.** Robert Bartley v. City of El Paso; 171st District Court; Cause No. 2020DCV1553 (551.071)

NO ACTION was taken on this item.

**EX4.** City of El Paso, Texas v. Ricks Cabaret and RCI Holdings; D/B/A "Jaguars Gold Club" Cause N0: 2024DCV0848 (551.071)

#### 1<sup>ST</sup> MOTION

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Canales, that the City Attorney's Office be **AUTHORIZED** certain authority to engage in settlement negotiations of City of El Paso, Texas v. Ricks Cabaret and RCI Holdings, in Matter Number 2024DCV0848, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Acevedo, Salcido, and Canales

NAYS: Representatives Kennedy, Hernandez, and Molinar

NOT PRESENT FOR THE VOTE: Representatives Fierro and Rivera

#### 2<sup>ND</sup> MOTION

Motion made, seconded, and carried to **RECONSIDER** the item to allow the Mayor to break the tie.

#### **3RD AND FINAL MOTION**

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Canales, that the City Attorney's Office be **AUTHORIZED** certain authority to engage in settlement negotiations of City of El Paso, Texas v. Ricks Cabaret and RCI Holdings, in Matter Number 2024DCV0848, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Acevedo, Salcido, and Canales

NAYS: Representatives Kennedy, Hernandez, and Molinar

NOT PRESENT FOR THE VOTE: Representatives Fierro and Rivera

The Mayor broke the tie by voting "NAY' and the MOTION FAILED.

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

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

**EX6.** Edmundo Calderon v. City of El Paso, 2023DCV4372 (551.071)

NO ACTION was taken on this item.

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**EX7.** City Attorney Annual Performance Evaluation HQ#2689 (551.071) (551.074)

NO ACTION was taken on this item.

......

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

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and

unanimously carried to **ADJOURN** the meeting at 4:34 p.m.

Laura D. Prine, City Clerk

#### El Paso, TX

#### Legislation Text

File #: 24-56, 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

#### El Paso, TX

#### Legislation Text

File #: 24-675, Version: 2

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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.

That the Mayor be authorized to exercise the option to renew the term of the Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$130,000.00 annually for the City's staffing services and separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the second one (1) year term of the three one (1) year renewal options.

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

**DEPARTMENT:** Fire Department

AGENDA DATE: May 21, 2024

PUBLIC HEARING DATE: n/a

**CONTACT PERSON NAME AND PHONE NUMBER:** Jonathan P Killings, (915) 212-5605

**DISTRICT(S) AFFECTED:** All Districts

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

SUBGOAL:

#### SUBJECT:

That the Mayor be authorized to exercise the option to renew the term of the Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$130,000.00 annually for the City's staffing services and separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the second one (1) year term of the three one (1) year renewal options.

#### **BACKGROUND / DISCUSSION:**

This is the second (1) year term of the three one (1) year renewal options between UMC and the City's Interlocal Agreement signed on May 25, 2021

#### PRIOR COUNCIL ACTION:

UMC Contract No. 20-1006-1296-PL#10790v521.8548.

#### AMOUNT AND SOURCE OF FUNDING:

This item is part of the operational budget.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Fire Department

SECONDARY DEPARTMENT:

**************************************	
**************************************	
**************************************	
	**************************************

**DEPARTMENT HEAD:** 

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

#### RESOLUTION

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

That the Mayor be authorized to exercise the option to renew the term of the Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$130,000.00 annually for the City's staffing services and separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the second one (1) year term of the three one (1) year renewal options.

ADOPTED THIS	DAY OF	2024.	
	THE CITY OF EL PASO:		
ATTEST:	Oscar Leeser Mayor		
Laura D. Prine City Clerk	-		
APPROVED AS TO FORM:	APPROVED	O AS TO CONTENT:	
Carlos L. Armendariz Assistant City Attorney	Jonathan P. K Fire Chief	Killings	



April 26, 2024

BY CERTIFIED MAIL

The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890

#### RE: Notice of Renewal of Interlocal Agreement regarding Mobile Stroke Unit

The El Paso County Hospital District d/b/a University Medical Center of El Paso ("UMC") and the City of El Paso, Texas entered into that certain Interlocal Agreement regarding UMC's mobile stroke unit, with an effective date of May 25, 2021 (the "Agreement"). Pursuant to Section 2, paragraphs B and C of the Agreement, with this letter, UMC hereby sends notice of its intent to renew the Agreement for one additional year (a "renewal period"). The renewal term will terminate on May 24, 2025 unless terminated at an earlier date pursuant to the Agreement.

UMC notes that this is the second renewal period. In a letter sent May 19, 2023, UMC previously renewed the agreement for one year. Pursuant to Section 2, paragraph B, the Agreement may only be renewed for a total of three (3) times.

We thank you for the services that you have provided to UMC.

Sincerely,

R. Jacob Cintron
President & Chief Executive Officer

Reviewed by Legal Department:

Idaly Rios, Attorney

CC: The City of El Paso

Idaly Rias

Attn: Fire Chief P.O. Box 1890

El Paso, Texas 79950-1890

UMC contract no. 11963, renewal of UMC contract no. 8548

#### RESOLUTION

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

That the Mayor be authorized to exercise the option to renew the term of the Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$130,000.00 annually for the City's staffing services and separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the first one (1) year term of the three one (1) year renewal options.

ADOPTED THIS 20th DAY OF June 2023.

THE CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Kaura D. Prine

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Carlos L. Armendariz Assistant City Attorney APPROVED AS TO CONTENT:

Robert Arvigu On behalf of Chief Killings

Jonathan P. Killings

Fire Chief

JUNE DE PASO

May 19, 2023

BY CERTIFIED MAIL

The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890

RE: Notice of Renewal of Interlocal Agreement regarding Mobile Stroke Unit

The El Paso County Hospital District d/b/a University Medical Center of El Paso ("UMC") and the City of El Paso, Texas entered into that certain Interlocal Agreement regarding UMC's mobile stroke unit, with an effective date of May 25, 2021 (the "Agreement"). Pursuant to Section 2, paragraphs B and C of the Agreement, with this letter, UMC hereby sends notice of its intent to renew the Agreement for one additional year (a "renewal term"). The renewal term will terminate on May 24, 2024 unless terminated at an earlier date pursuant to the Agreement.

We thank you for the services that you have provided to UMC.

Sincerely,

R. Jacob Cintron
President & Chief Executive Officer

Reviewed by Legal Department:

Daniel F. Collins, Attorney

CC: The City of El Paso

Attn: Fire Chief P.O. Box 1890

El Paso, Texas 79950-1890

#### RESOLUTION

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

That the Mayor be authorized to sign an Amendment to an Interlocal Agreement by and between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") to establish timely notification and change the maximum annual staffing fee amount that UMC will allocate to the City for staffing of the Mobile Stroke Unit ("MSU") not to exceed \$70,000.00 annually for the EMT-Paramedic and not to exceed \$60,000.00 annually for EMT-Basic, and in return, the City, through the El Paso Fire Department will provide an adequate pool of EMT-Paramedics and EMT-Basic to staff the MSU throughout the applicable service periods.

PASSED and APPROVED this 3th day of December, 2022.

CITY OF ELPASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Carlos Armendariz Assistant City Attorney Jonathan Killings Interim Fire Chief

20-1006-1296 | 1217207 MSU UMC Interlocal resolution CLA

# FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR OPERATION OF A MOBILE STROKE UNIT BETWEEN THE EL PASO COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY MEDICAL CENTER OF EL PASO AND THE CITY OF EL PASO, TEXAS

This Amendment is made to the Agreement previously executed by and between the El Paso County Hospital District d/b/a University Medical Center of El Paso ("UMC") and the City of El Paso, Texas ("City") on May 25, 2021, and becomes effective on December 1, 2022.

It is mutually understood and agreed by and between the undersigned contracting parties to amend the Agreement previously beginning on May 25, 2021 as follows:

- A. The underlined language is added to Section 1.D. as follows:
  - "D. The Parties agree that the MSU will transport the patient to the closest most appropriate hospital as time is of the essence in transporting suspected stroke patients. Transportation and treatment decisions shall be made in accordance with the usual and customary medical practices of the medical community and all applicable laws and regulations. UMC shall file a copy of its treatment protocols and transport policies with the Fire Chief and shall forward any changes in such protocols (to include general orders) or procedures no less than five (5) business days prior to implementation of same."
- B. Subsection "F" is hereby added to Section 1 as follows:
  - "F. The Parties agree that data regarding the MSU will come from UMC as the record keeper and can be provided within ten (10) business days of written request. EPFD associates will document as requested by UMC."
- C. The underlined language is added to Attachment "A", Section A.1. as follows:
  - "1. The City agrees to provide staff as described in this Attachment "A", under the terms of this Agreement, no less than forty (40) hours per week, during MSU service periods, throughout the Term and any renewal period of this Agreement. UMC will provide thirty (30) days' notice to City if hours of operation will be extended or adjusted."
- D. The underlined language is added to Attachment "A", Section A.2. as follows:
  - "2. The City, by and through the El Paso Fire Department ("EPFD") will provide an adequate pool of EMT-Paramedics to assure that the MSU is staffed by one EMT-Paramedic and one EMT-Basic (collectively, the "EMTs") throughout MSU service periods to provide appropriate medical services consistent with EMT-Paramedic

training and license requirements and to drive the MSU during the service periods. The EPFD will provide UMC with a list of eligible employees to staff and drive an MSU, including names and EMT-Paramedic license credentials and certification/license number."

- E. Language in Attachment "A", Section A.3. is hereby stricken and replaced with the underlined language as follows:
  - "3. The City will communicate to its EMTs assigned to staff and drive the MSU that they will wear their appropriate EPFD EMT uniform while on duty on the MSU."
- F. Language in Attachment "A", Section A.4. is hereby stricken and replaced with the underlined language as follows:
  - "4. The City will communicate to its EMTs assigned to staff and drive the MSU that said EMTs will supply any equipment normally supplied by the City to City EMTs in the performance of their duties."
- G. Language in Attachment "B", Section A.4. is hereby stricken and replaced with the underlined language as follows:
  - "4. UMC will provide all equipment and supplies not normally supplied by the City to City EMTs for the function of the MSU."
- H. The underlined language is added to Attachment "C", Section A. as follows:
  - "A. UMC will pay City the following amount for staffing of the MSU:
    - \$31.50 per hour worked for the EMT-Paramedic, as a staffing fee ("Staffing Fee") which shall not exceed \$70,000.00 annually.
    - \$27.50 per hour worked for the EMT-Basic, as a staffing fee which will not exceed \$60,000 annually."
- I. The underlined language is added to Attachment "C", Section C.1. as follows:
  - "1. The City shall request payment from UMC via invoice to UMC's Accounts Payable Department. The City shall submit its invoice on a monthly basis to UMC to account for all City employees utilized to staff the MSU, and for City labor and costs of materials and parts necessary to perform the MSU maintenance. All City invoices will reference this Agreement and the Effective Date of this Agreement. The City shall submit invoices within forty-five (45) days of month's end."

All other terms and conditions not amended herein to remain in full force and effect.

Signature page for the City of El Paso, First Amendment to Interlocal Agreement between the City of El Paso and the El Paso County Hospital District d/b/a University Medical Center of El Paso.

APPROVED this 13th day of December 2022.

CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Rawra D. Phine

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Carlos L. Armendariz

Assistant City Attorney

APPROVED AS TO CONTENT:

Jonathan Killings Interim Fire Chief Signature page for the El Paso County Hospital District d/b/a University Medical Center of El Paso, First Amendment to Interlocal Agreement between the City of El Paso and the El Paso County Hospital District d/b/a University Medical Center of El Paso.

UNIVERSITY MEDICAL CENTER OF EL PASO

R. Jacob Cintron, President/CEO

APPROVED AS TO FORM:

Ryan Kerr, Attorney

#### RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement by and between the City of El Paso ("City") and our Communities of Excellence partner, the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$100,000.00 annually for the City's staffing services and a separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for an initial term of two (2) years beginning on June 1, 2021, subject to three one (1) year renewals.

PASSED and APPROVED this 25th day of \_\_\_

CITY OF EL PASO

Oscar Leeser

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mario M. D'Agostino, Fire Chief

El Paso Fire Department

THE STATE OF TEXAS 

S INTERLOCAL AGREEMENT

S BETWEEN THE CITY OF EL PASO, TEXAS AND THE EL PASO COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY MEDICAL CENTER OF EL PASO FOR THE

This Interlocal Agreement ("Agreement") is made this 25<sup>th</sup> day of May, 2021 ("Effective Date") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("City"), and the El Paso County Hospital District D/B/A University Medical Center of El Paso, a political subdivision organized and existing under the laws of the State of Texas ("UMC"). For the convenience of the parties, all defined terms appear in bold face print when first defined.

OPERATION OF A MOBILE STROKE UNIT

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code §791.001, et seq. allows local governments and political subdivisions of the state to contract among each other for the provision of governmental functions and services; and

WHEREAS, the City and UMC are authorized to enter into this Agreement pursuant to said Interlocal Cooperation Act for purposes of providing governmental services for the advancement of public health and welfare; and

WHEREAS, the City's Fire Department staffs, manages and maintains the City's ambulance fleet, and is ready and capable of providing ambulance services to the local community; and

WHEREAS, UMC owns and operates a Mobile Stroke Unit ("MSU") and seeks to offer specialized ambulance services with that MSU to the local community; and

WHEREAS, City and UMC may be referred to herein individually as a "Party" or collectively as the "Parties", and

WHEREAS, under the terms of this Agreement, the Parties are engaging in a governmental function by facilitating emergency medical services for the benefit of the residents of El Paso, Texas.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

#### SECTION 1. PURPOSE.

A. The City will provide emergency services personnel and MSU maintenance services to UMC in accordance with the provisions detailed in Attachment "A" ("Work").

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- B. UMC will respond to possible stroke emergency incidents upon the request of the Fire Chief or his designee, and will perform the services detailed in Attachment "B" ("Mobile Stroke Unit").
- C. UMC will pay the City for the City's emergency service personnel who drive and work on the MSU, and City personnel who provide labor on the MSU, plus parts and supplies for routine maintenance costs for the MSU in accordance with the provisions set out in Attachment "C".
- D. The Parties agree that the MSU will transport the patient to the closest most appropriate hospital as time is of the essence in transporting suspected stroke patients. Transportation and treatment decisions shall be made in accordance with the usual and customary medical practices of the medical community and all applicable laws and regulations. UMC shall file a copy of its treatment protocols and transport policies with the Fire Chief and shall forward any changes in such protocols or procedures no less than five (5) business days prior to implementation of same.
- E. Attending to the Customer. All patient care and transport decisions are the responsibility of the highest medically trained and highest credentialed person on the scene. After a complete patient assessment and if the patient is stable, patient will be attended by the most appropriate certified medical professional.

#### SECTION 2. TERM.

- A. This Agreement will commence on the Effective Date and will be for a two (2) year term ("Term").
- B. <u>Renewal Period</u>. This Agreement may be renewed for one year a total of three (3) times if both Parties agree. If UMC intends to renew this Agreement, then it must send a notice of intent renew to the City at least ninety (90) calendar days before the Term or any renewal period of this Agreement expires.
- C. Notwithstanding Section 2, Paragraph B of this Agreement, prior to the expiration of the Term or any renewal period, the City Manager is authorized to grant a ninety (90) day extension of this Agreement under the same terms and conditions in effect at the time that UMC makes its written renewal, whether or not UMC timely submits its renewal request notice.
- D. UMC understands, agrees, and accepts that the City reserves its rights to require: a) that the terms, conditions, and provisions of this Agreement be modified upon UMC's request for renewal of the Agreement and b) that UMC submit additional information and documents as conditions for renewing this Agreement.

### SECTION 3. UMC STATUS AS A HOSPITAL DISTRICT.

- A. Hospital District and Assumed Name. UMC shall, forward to and maintain on file with the Fire Chief documentation showing UMC's status as a hospital district in the State of Texas and a written statement of any name by which it does business if different than the hospital district entity name within fifteen (15) business days of the grant of this Agreement, unless required to be performed at an earlier time by other legal provisions.
- B. Any additions or changes in the information, which is required to be submitted to the City pursuant to this section, shall be forwarded in written form by UMC to the Fire Chief within thirty (30) calendar days of such changes.
- C. Non-compliance and Revocation. Failure to comply with this section shall constitute a material breach by UMC and shall constitute grounds for termination of this Agreement by the City.

### SECTION 4. NO INDEMNIFICATION.

- A. The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.
- B. Each Party must handle any claims resulting from their actions in this Agreement.
- C. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.
- D. NEITHER PARTY IS AGREEING TO WAIVE IMMUNITY OR TO EXPAND ANY EXISTING WAIVER OF IMMUNITY, OF ANY KIND OR NATURE, FROM SUIT OR LIABILITY.

#### SECTION 5. INSURANCE.

- A. UMC shall be required to obtain, and maintain in effect through the Term and any of the renewal periods of this Agreement, insurance coverage for motor vehicle liability and professional liability that meets the requirements set forth in Title 25, § 157, Texas Administrative Code.
- B. If UMC self-insures, it shall submit evidence of financial responsibility by self-insuring to the limit imposed by the tort claims provisions of the Texas Civil Practice and Remedies Code.
- C. If UMC obtains an insurance policy, it shall be written by an insurance company authorized to do business in Texas.

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- D. City understands that UMC is a political subdivision of the State of Texas and is governed by the Texas Tort Claims Act ("TTCA"), Chapter 101, Civil Practice and Remedies Code. As such, City understands and agrees that UMC provides coverage to its medical professionals up to the limits on liability set forth in the TTCA: \$100,000.00 per individual and \$300,000.00 per single occurrence for bodily injury or death.
- E. UMC shall not operate its service during any period for which: 1) its insurance lapses for any reason; 2) its insurance is suspended, revoked or canceled; or 3) the amount of effective coverage of its insurance has been reduced below the minimum coverage amounts required by this Agreement. Failure to keep the policy in full force and effect throughout the term of this Agreement shall be grounds for termination of the Agreement.
- F. UMC shall forward to the Fire Chief a copy of each certificate of insurance issued or evidence of self-insurance within ten (10) business days after the execution of this Agreement and as such, policy or policies are modified, renewed, suspended or canceled.

#### SECTION 6. TERMINATION.

- A. This Agreement may be terminated as provided in this section.
  - TERMINATION FOR CONVENIENCE. Either Party may terminate this
    Agreement for any reason by sending a written notice to the non-terminating party
    at least ninety (90) calendar days before termination.
  - 2. TERMINATION BY EITHER PARTY FOR CAUSE. Either Party may terminate this Agreement if one Party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision the terminating party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least ninety (90) calendar days to the non-terminating party to cure such failure. In the event the appropriate State agency suspends or revokes the required ambulance license, all activity under this Agreement shall cease until such time as said license has been reinstated by the State agency.
- B. Upon termination of this Agreement for any reason, the MSU shall cease service until UMC enters into an ambulance franchise agreement with the City with regard to the MSU ambulance services. UMC shall not operate the MSU without city personnel unless UMC has a franchise agreement with the City.

# SECTION 6. GENERAL PROVISIONS.

- A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement will not operate as a waiver of such right.
- B. DRIVER'S LICENSE REQUIRED. Anyone driving the MSU must possess at all times a valid driver's license.
- C. CURRENT REVENUES. Pursuant to Section 791.011(d)(3), Texas Government Code, each Party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

# D. INDEPENDENT CONTRACTOR RELATIONSHIP.

- This Agreement does not create an employee-employer relationship between UMC and the City. As such, neither Party is subject to the liabilities or obligations obtained by the other under the performance of this Agreement.
- 2. In carrying out the terms of this Agreement, UMC shall employ its own personnel, and such employees shall be and act under the exclusive and complete supervision and control of their employer, save any personnel contracted from the City under the terms of this Agreement that shall provide services to UMC as independent contractors.
- E. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "business days" means Monday through Friday excluding City of El Paso holidays and "calendar days" means Monday through Sunday excluding City of El Paso holidays. Whenever this agreement shall set forth any time for an act to be performed by or on behalf of a Party, the time shall be deemed of the essence and any failure within the control of the Party to perform within the time allotted shall be sufficient ground for the possible termination of the Agreement pursuant to Section 6 of this Agreement.
- F. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received three (3) business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt

of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City: The City of El Paso

Attn: City Manager P. O. Box 1890

El Paso, Texas 79950-1890

With a Copy to: The City of El Paso

Attn: Fire Chief P. O. Box 1890

El Paso, Texas 79950-1890

To UMC: President & CEO

University Medical Center of El Paso

Attn: President & CEO 4815 Alameda Ave. El Paso, Texas 79901

#### G. CONFIDENTIALITY.

- The Parties agree to maintain and secure the confidentiality of the patients'
  protected health information as mandated by the Health Insurance Portability and
  Accountability Act ("HIPAA"). As City will have access to patient health
  information ("PHI"), the Parties agree to the Business Associate Agreement
  attached as Attachment "D" to this Agreement.
- 2. UMC acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act). In the event either party receives a request under the Texas Public Information Act for information the parties have agreed to be confidential either under this Agreement or otherwise excepted from disclosure under Chapter 552, Texas Government Code, the party shall immediately notify the other party and confer on whether disclosure should be opposed. It is expressly agreed that either Party may request a determination from the Attorney General of the State of Texas in regard to the application of the Texas Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that either Party, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that either Party, its officers and employees shall have no liability to the other Party for disclosure to the public in reliance on a decision by the Attorney General.

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- Customer Medical Records and Privacy. UMC shall be responsible for protecting the rights of customers as set forth in the Emergency Health Care Act, Texas Health and Safety Code, Section 773.001 et. seq., and other applicable laws, as amended.
- H. GOVERNING LAW. This Agreement is governed by Texas law.
- VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- J. JUDICIAL RELIEF, COSTS AND ATTORNEY'S FEES. In addition to all remedies provided in this Agreement, the City or UMC shall have the right to apply to any court of competent jurisdiction to secure judicial relief, as it shall deem proper. Each Party shall pay its own costs and attorney's fees.
- K. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- L. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- M. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
  - The MSU must comply fully with Texas Department of State Health Services requirements for Specialized Emergency Medical Service Vehicle, as amended.
  - 2. Non-Discrimination. UMC shall not refuse mobile stroke ambulance transport service to any person or customer who requests the service for a lawful purpose and which UMC has the ability to render. UMC shall not, as to rates, charges, quality of service, or in any other respect, make or grant any unreasonable preference or advantage, nor subject any person to any prejudice or disadvantage.
  - Personnel and EEOC. The Parties shall strictly adhere to the equal employment opportunity requirements of federal and state statutes and local regulations, and laws related to nondiscrimination in effect at the time of the Effective Date and as amended.

- N. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- O. SUCCESSORS AND ASSIGNS. This Agreement is binding on the City and UMC, and UMC's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement.
- P. THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries for this Agreement.
- Q. AMENDMENTS. This Agreement may only be amended by written agreement signed by both Parties.
- R. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- S. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- T. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the El Paso County Hospital District d/b/a University Medical Center of El Paso.

APPROVED this 25th day of May 2021.

CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sosette Flores

Senior Assistant City Attorney

Mario M. D'Agostino

Fire Chief

Signature page for the El Paso County Hospital District d/b/a University Medical Center of El Paso, Interlocal Agreement between the City of El Paso and the the El Paso County Hospital District d/b/a University Medical Center of El Paso.

UNIVERSITY MEDICAL CENTER OF EL PASO

R. Jacob Cintron, President/CEO

Reviewed by Legal Department:

Ryan Kerr, Attorney

# ATTACHMENT "A"

# OBLIGATIONS OF THE CITY

- A. The City's Staffing Services: The City will provide the following staffing services for UMC pursuant to the following terms and conditions:
  - The City agrees to provide staff as described in this Attachment "A", under the terms
    of this Agreement, no less than forty (40) hours per week, during MSU service periods,
    throughout the Term and any renewal period of this Agreement
  - The City, by and through the El Paso Fire Department ("EPFD") will provide an
    adequate pool of EMT-Paramedics to assure that the MSU is staffed by one EMTParamedic throughout MSU service periods to provide appropriate medical services
    consistent with EMT-Paramedic training and license requirements and to drive the
    MSU during the service periods.
    - a. The EPFD will provide UMC with a list of eligible employees to staff and drive an MSU, including names and EMT-Paramedic license credentials and certification/license number.
  - The City will communicate to its EMT-Paramedics assigned to staff and drive the MSU
    that they will wear their appropriate EPFD EMT-Paramedic uniform while on duty on
    the MSU.
  - The City will communicate to its EMT-Paramedic assigned to staff and drive the MSU
    that said EMT-Paramedics will supply any equipment normally supplied by the City to
    City EMT-Paramedic in the performance of his duties.
  - 5. The City will pay all payrolls, payroll taxes (including by not limited to Federal Social Security Taxes, Federal and State Unemployment Taxes and State Workers Compensation Taxes), insurance premiums, license fees, fingerprinting costs, outfitting expenses, and all other expenses of the City or City's employee in performing under this Agreement.
  - 6. Licensure/Certification/Registration: The City shall, at all times during the term of this Agreement, satisfy all State and federal certifications, regulations, or licensure requirements and render services under this Agreement in compliance with all applicable statutes, regulations, standards, rules, and directives of state, federal, and other governmental and regulatory bodies having jurisdiction over the City. The City agrees to give written notice to UMC within five (5) business days in the case of suspension or revocation, or initiation of any proceeding that could result in any change in the status, suspension or revocation, of such licensure, certification, or registration.

UMC Contract No. 20-1006-1296/PL#107290v.5 21-8548 Evidence of such licensing, certification or registration, if applicable, shall be submitted to UMC upon request.

- Code of Conduct. City staff shall conduct themselves in a professional manner and abide by all applicable laws and regulations while the MSU is in service.
- B. The City's MSU Maintenance Services: The City will provide the following MSU maintenance services for UMC pursuant to the following terms and conditions:
- Upon request from UMC, EPFD will provide solely preventative maintenance on the MSU, including but not limited to the changing of engine oil, transmission fluid and other fluids as necessary, air filters, oil filters, belts and other items which are routinely inspected, maintained or changed for preventative maintenance according to manufacture recommendations.
- The City shall not perform MSU maintenance (meaning either labor or cost of materials or part necessary to perform maintenance) in excess of the annual dollar amount set forth in Attachment "C".
- 3. The City shall not perform any maintenance on the MSU's medical equipment.

# ATTACHMENT "B"

# OBLIGATIONS OF UMC

- A. <u>UMC's Obligations</u>: UMC will provide the Mobile Stroke Unit services in response to request of the Fire Chief or designee for possible stroke emergency incidents, pursuant to the following terms and conditions:
  - Availability of Service. UMC will offer the service at a minimum of forty (40) hours
    per week to the general public within the City of El Paso. This timeframe may be
    adjusted due to unit availability, i.e. maintenance, staffing and continuous education
    needs. The Parties will notify their personnel staffing the MSU that staff shall use their
    best efforts to schedule continuous education and maintenance at times that do not
    conflict with their MSU service. UMC shall notify the Fire Chief or designee when the
    unit becomes unavailable for service.
  - 2. MSU Equipment. The MSU shall include the following equipment:
    a. UMC shall equip the MSU with a radio capable of maintaining direct radio communication with the EPFD Communications Center through either an 800MHz trunked commercial radio system. UMC shall so equip each ambulance at its sole expense and such radios shall be used to coordinate emergency communications with EPFD when responding to an incident as directed by the Fire Chief or when an emergency is encountered with in the Service Area.
  - UMC shall bill and collect charges for services from the patient or responsible party at UMC's sole expense.
  - UMC will provide all equipment and supplies not normally supplied by the City to City EMT-Paramedic for the function of the MSU.
  - B. In exchange for the MSU maintenance services provided to UMC by the City, UMC agrees to pay to the City the price set forth in Attachment "C" for the City's labor and the cost of the materials and parts necessary to perform maintenance.
  - C. Permits. UMC shall obtain and maintain, at its own expense, all required permits and licenses necessary for the operation of UMC's service under applicable laws and the terms of this Agreement.
  - D. Licensure/Certification/Registration: UMC shall, at all times during the term of this Agreement, satisfy all State and federal certifications, regulations, or licensure

UMC Contract No. 20-1006-1296/PL#107290v.5 21-8548 requirements and render services under this Agreement in compliance with all applicable statutes, regulations, standards, rules, and directives of state, federal, and other governmental and regulatory bodies having jurisdiction over the MSU service offered to the public.

- UMC shall give written notice to the City within five (5) business days in the case of suspension or revocation, or initiation of any proceeding that could result in any change in the status, suspension or revocation, of such licensure, certification, or registration.
- Evidence of such licensing, certification or registration, if applicable, shall be submitted to the City upon request.
- 3. The basis set forth by the State of Texas for the suspension, revocation, or non-renewal of UMC's required license(s) shall not constitute a reasonable basis for the cancellation, termination or revocation of this Agreement by the City of El Paso; instead, it will constitute a suspension of the MSU service until such time as the license suspension, revocation or non-renewal is resolved.

#### E. UMC STAFF

- 1. Uniforms. UMC's MSU staff shall be required to wear uniforms while performing duties associated with the transportation and care of a customer. Uniform style and color provided by UMC shall have the prior written approval of the Fire Chief and shall not resemble the uniform of the Fire Department. UMC shall assure that its MSU personnel, when on the MSU or when on the scene of an emergency involving the MSU services, shall wear medical scrubs or other appropriate professional emergency medical attire (no cartoons or distracting images) and that they are prominently identified by the individual's last name and first initial of the first name, the certification of license level and the EMS Provider's name.
- Representation as EMT. Neither UMC nor its employees shall hold out to the public in any manner that they are trained Emergency Medical Technicians or Paramedics unless they have been so certified by the Texas Department of State Health Services, Emergency Medical Services Division.
- As a complement to the EMT-Paramedic provided by the City for MSU staffing purposes, UMC shall provide any other personnel needed to sustain current level of care for the patient as determined by the attending physician.
- F. Statement from Physician; Reportable Communicable Diseases. If an individual employed by either Party contracts a communicable disease which is required to be reported to

appropriate federal, state or local health authorities, the Party employing the individual shall immediately notify the other Party that the individual is unable to perform their duties and shall, prior to permitting the individual to resume his or her duties, submit to the other Party, a physician's statement that the individual has recovered from his or her illness and may resume providing care as permitted by those laws governing emergency medical personnel and communicable diseases.

# ATTACHMENT "C"

### CONSIDERATION

- A. UMC will pay City the following amount for staffing of the MSU:
  - \$31.50 per hour worked, as a staffing fee ("Staffing Fee") which shall not exceed \$100,000.00 annually.
- B. UMC will pay City the following amount for maintenance of the MSU:
  - \$65.00 per hour for City labor and the cost of materials and parts necessary to perform the maintenance, which shall not exceed \$7,200.00 annually.
- C. Payment shall be provided to the City by UMC as follows:
  - The City shall request payment from UMC via invoice to UMC's Accounts
    Payable Department. The City shall submit its invoice on a monthly basis to
    UMC to account for all City employees utilized to staff the MSU, and for City
    labor and costs of materials and parts necessary to perform the MSU
    maintenance. All City invoices will reference this Agreement and the Effective
    Date of this Agreement.
  - Payment in full shall be due to the City from UMC within forty-five (45) calendar days of receipt of an invoice from the City.

# ATTACHMENT "D"

- A. HHS PRIVACY REGULATIONS. The Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information (Privacy Rule), as amended by the HITECH Act and regulations promulgated thereunder by the U.S. Department of Health and Human Services, and any subsequent amendments or modifications thereto (collectively, "HIPAA"); see 45 CFR Part 160 and Subparts A and E of Part 164, requires that City offer assurances to UMC that the City will safeguard any protected health information received or created on behalf of the City. Pursuant to this requirement, the following is set forth:
  - Definitions. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (l)(h) to this Section.
    - Agreement shall refer to this document.
    - Business Associate means City.
    - c. HHS Privacy Regulations shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.
    - d. Individual shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" as defined in 45 C.F.R. 160.103, as amended.
    - e. Information shall mean any "health information" provided and/or made available by UMC to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.103, as amended.
    - Parties shall mean UMC and BUSINESS ASSOCIATE.
    - g. Secretary shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
    - h. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

UMC Contract No. 20-1006-1296/PL#107290v.5 21-8548

- Limits on Use and Disclosure Established by Terms of Agreement. BUSINESS
  ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the
  Information provided or made available by UMC for any other purpose other than as
  expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2).)
- 3. Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information. The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from UMC for the following stated purposes: to provide ambulance, public health, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and UMC (ref. 45 C.F.R. 164.504(e)(2); 65 Fed. Reg. 82505.)
- Use of Information for Management, Administrative and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).
- Disclosure of Information for Management, Administration and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to disclose Information received from UMC for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
  - The disclosure is required by law; or
  - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
- Data Aggregation Services. BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of UMC. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

# BUSINESS ASSOCIATE OBLIGATIONS:

a. Limits on Use and Further Disclosure Established by Agreement and Law. BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by UMC shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).

- b. Appropriate Safeguards. BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
- c. Reports of Improper Use or Disclosure. BUSINESS ASSOCIATE hereby agrees that it shall report to UMC within two (2) business days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
- d. Subcontractors and Agents. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. Right of Access to Information. BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. Correction of Health Information by Individuals. BUSINESS ASSOCIATE shall, upon receipt of notice from the UMC, amend or correct protected health information (PHI) in its possession or under its control.
- g. Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F).
- h. Provide Accounting. BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504 (e)(2)(ii)(G)).

- i. Access to Books and Records. BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of UMC, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(1)).
- j. Return or Destruction of Information. At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to 45 C.F.R. 164.504(e)(2)(ii)(J)). Provisions of this subsection shall survive termination of this Agreement.
- k. Mitigation Procedures. BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530 (f)).
- Sanction Procedures. BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1))
- m. Subpart E of 45 C.F.R. Part 164, as amended. To the extent BUSINESS ASSOCIATE is to carry out one or more of UMC'S obligations under Subpart E of 45 C.F.R. Part 164, as amended, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to UMC in the performance of such obligation(s).
- Prohibition against the Sale of Protected Health Information. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. Notice and Authorization Required for Electronic Disclosure of PHI. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. State Law on Medical Records Privacy. The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.
- Property Rights. The Information provided by UMC to the BUSINESS ASSOCIATE shall be and remain the property of UMC. BUSINESS ASSOCIATE agrees that it

- acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
- Modifications. UMC and BUSINESS ASSOCIATE agree to modify this Business
  Associate Agreement, in order to comply with Administrative Simplification
  requirements of HIPAA, as set forth in Title 45, Part 164, of the Code of Federal
  Regulations, as amended.
- 10. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

### 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	El Paso County Hospital District d/b/a University Medical Center of El Paso
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	1/0/1289 2820 1
District 1	(A) (B) (A)
District 2	工器人器的
District 3	1438 A 201
District 4	1 38000000000000000000000000000000000000
District 5	
District 6	A SI
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:	05/09/2024	
			_

Reviewed by Legal Dept.

# El Paso, TX

# Legislation Text

File #: 24-662, 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 1, 2, 4, 7, 8

Environmental Services Department, Nicholas 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: May 21, 2024 **PUBLIC HEARING DATE: N/A** CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicholas Ybarra, (915) 212-6000 **DISTRICT(S) AFFECTED:** 1, 2, 4, 7, 8 STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso SUBGOAL: <u>SUBJECT:</u>
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? \_X\_\_ YES \_\_\_NO **PRIMARY DEPARTMENT:** Environmental Services Department SECONDARY DEPARTMENT: DEPARTMENT HEAD: Hulalas H. Ylanna

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

# ATTACHMENT A SOLID WASTE LIENS

# May 21, 2024

Address	Owner of Record	Amount	District
475 COUNTRY CLUB RD	COOK, PHILLIP E & DOLORES V	\$2,011.00	1
611 COUNTRY CLUB RD	GINES, REGINA A	\$3,209.00	1
4207 EDGAR PARK AVE	LOPEZ RUBEN & THELMA	\$578.00	2
5740 SUN VALLEY DR	SLOAN ANN	\$425.00	4
5972 EQUINOX CT	RHODES, JOHN P	\$352.50	4
10113 SHENANDOAH ST	MORRIS, ORVILLE J & MARIA I	\$440.00	4
10068 NEWCASTLE DR	ORDAZ, MARIA V & DANIEL S	\$1,771.00	4
201 HARVARD AVE	CARLOS, HECTOR & DIANE	\$369.00	7
136 MARDI GRAS DR	FLORES, MICHAEL J & STELLA P	\$608.00	8

#### RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, COOK, PHILLIP E & DOLORES V, 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:

475 Country Club Rd, more particularly described as TR 25-A(1.57 AC), Block 5, UPPER VALLEY Subdivision, City of El Paso, El Paso County, Texas, PID #U819-999-005C-2501

to be \$2011.00, 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 12<sup>th</sup> day of January, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO THOUSAND ELEVEN AND 00/100 DOLLARS (\$2011.00) 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:
ATTECT	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Ledie Mr-Pai	Hichards H. Ylanna
Leslie B. Jean-Pierre	Nicholas Ybarra, P.E., Director
Assistant City Attorney	Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

### ACKNOWLEDGEMENT

My Commission Expires:  PREPARED IN THE OFFICE OF:		
M.C F		
	Notary Public, State of Texas Notary's Printed or Typed Name:	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Pa		, 2024,
COUNTY OF EL PASO )		
STATE OF TEXAS )		

# 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, GINES, REGINA 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:

611 Country Club Rd, more particularly described as TR 8 (0.918 ACRE), THOMAS PLACE Subdivision, City of El Paso, El Paso County, Texas, PID #T248-999-0010-1900

to be \$3,209.00, 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 2<sup>nd</sup> day of February, 2023, 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 THOUSAND TWO HUNDRED NINE AND 00/100 DOLLARS (\$3,209.00) 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 pro	operty 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 CO	ONTENT:
Leslie B Jean-Pierre Assistant City Attorney	Micholas Ybarra, P.E., Di Environmental Services I	

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

### ACKNOWLEDGEMENT

STATE OF TEXAS	
COUNTY OF EL PASO )	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Pas	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

# FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

#### RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LOPEZ RUBEN & THELMA, 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:

4207 Edgar Park Ave, more particularly described as E 75 FT OF 50(16350 SQ FT), SUNRISE ACRES #1 Subdivision, City of El Paso, El Paso County, Texas, PID #S912-999-001D-2500

to be \$578.00, 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 26<sup>TH</sup> day of January, 2023, 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 SEVENTY EIGHT AND 00/100 DOLLARS (\$578.00) 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 pro	erty are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2024.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine	
City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Lehie Mr R.	Hichard H. Glanna
Leslie B. Jean-Pierre	Nicholas Ybarra, P.E., Director
Assistant City Attorney	Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

My Commission Expires:		
	Notary's Printed or Typed Name:	
	Notary Public, State of Texas	
This instrument was acknowledged ber by Oscar Leeser, as Mayor, of the City of El P	fore me on this day of Paso.	, 2024
COUNTY OF EL PASO )		
STATE OF TEXAS )		

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SLOAN ANN, 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:

5740 Sun Valley Dr, more particularly described as Lot 54(7000 SQ FT), Block 6, SUN VALLEY #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0060-5400

to be \$425.00, 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 25<sup>th</sup> day of January, 2023, 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 TWENTY FIVE AND 00/100 DOLLARS (\$425.00) 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 abo	ve
described prop	erty are made a part of this Resolution by reference.	

PASSED AND APPROVED this	day of, 2024.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Leslie B. Jean-Pierre Assistant City Attorney	Nicholas Ybarra, P.E., Director Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged be by Oscar Leeser, as Mayor, of the City of El	
	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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RHODES, JOHN P, 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:

5972 Equinox Ct, more particularly described as Lot 9 (4000.00 SQ FT), Block 2, SUN VALLEY RANCH REPLAT A Subdivision, City of El Paso, El Paso County, Texas, PID #S820-999-0020-0910

to be \$352.50, 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 25th day of January, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY TWO AND 50/100 DOLLARS (\$352.50) 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:
A TEXTS OF	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Ledie Mr Pa	Hichalas H. Ylanna
Leslie B. Jean-Pierre	Nicholas Ybarra, P.E., Director
Assistant City Attorney	Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged before 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:	

## FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MORRIS, ORVILLE J & MARIA I, 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:

10113 Shenandoah St, more particularly described as Lot 4 (6157 SQ FT), Block 29, TERRACE HILLS Subdivision, City of El Paso, El Paso County, Texas, PID #T172-999-0290-4000

to be \$440.00, 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 26th day of January, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY AND 00/100 DOLLARS (\$440.00) 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:	
ATTEST:	Oscar Leeser Mayor	
Laura D. Prine City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CO	NTENT:
Leslie B. Jean-Pierre Assistant City Attorney	Micholas Ybarra, P.E., Dir Environmental Services D	rector

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged before 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

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

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

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

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

10068 NEWCASTLE DR, more particularly described as Lot 25, Block 13, COLONIA VERDE Subdivision, City of El Paso, El Paso County, Texas, PID #C741-999-0130-4900

to be \$1771.00, 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 9<sup>th</sup> day of January, 2023, 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 SEVENTY ONE AND 00/100 DOLLARS (\$1771.00) 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:	
ATTEST:	Oscar Leeser Mayor	
Laura D. Prine City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CONT	ENT:
Leslie B. Jean-Pierre Assistant City Attorney	Micholas Ybarra, P.E., Direc Environmental Services Dep	

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged be by Oscar Leeser, as Mayor, of the City of El F	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

## FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CARLOS, HECTOR & DIANE, 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:

201 Harvard Ave, more particularly described as TR1(EXC SEC)(17223.06 SQ FT), Block 3, PASODALE Subdivision, City of El Paso, El Paso County, Texas, PID #P591-999-0030-0100

to be \$369.00, 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 18th day of January, 2023, 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 NINE AND 00/100 DOLLARS (\$369.00) 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 pro	perty are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2024.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Lehie Mr Ph.	Mulalas H. Ylama
Leslie F. Jean-Pierre	Nicholas Ybarra, P.E., Director
Assistant City Attorney	Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS )		
COUNTY OF EL PASO )		
This instrument was ack by Oscar Leeser, as Mayor, of t	owledged before me on this day of e City of El Paso.	<u>,</u> 2024,
	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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FLORES, MICHAEL J & STELLA P, 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:

136 Mardi Gras Dr, more particularly described as Lot 9, Block 6, FIESTA HILLS REPLAT Subdivision, City of El Paso, El Paso County, Texas, PID #F315-999-0060-5700

to be \$608.00, 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 15<sup>th</sup> 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 EIGHT AND 00/100 DOLLARS (\$608.00) 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:	
ATTEST:	Oscar Leeser Mayor	
ATTEST.		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CONT	ENT:
Ledie Mr Pri	Hulalas H. Ylanna	
Leslie B. Jean-Pierre	Nicholas Ybarra, P.E., Direc	tor
Assistant City Attorney	Environmental Services Dep	artment

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS	
COUNTY OF EL PASO )	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Pa	• -
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

## FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

## ATTACHMENT A SOLID WASTE LIENS

## May 21, 2024

Address	Owner of Record	Amount	District
475 COUNTRY CLUB RD	COOK, PHILLIP E & DOLORES V	\$2,011.00	1
611 COUNTRY CLUB RD	GINES, REGINA A	\$3,209.00	1
4207 EDGAR PARK AVE	LOPEZ RUBEN & THELMA	\$578.00	2
5740 SUN VALLEY DR	SLOAN ANN	\$425.00	4
5972 EQUINOX CT	RHODES, JOHN P	\$352.50	4
10113 SHENANDOAH ST	MORRIS, ORVILLE J & MARIA I	\$440.00	4
10068 NEWCASTLE DR	ORDAZ, MARIA V & DANIEL S	\$1,771.00	4
201 HARVARD AVE	CARLOS, HECTOR & DIANE	\$369.00	7
136 MARDI GRAS DR	FLORES, MICHAEL J & STELLA P	\$608.00	8

## **Legislation Text**

File #: 24-661, 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 Sal y Limon 2024 from 5:00 p.m. on Friday, May 31, 2024, to 6:00 a.m. on Sunday June 2<sup>-</sup> 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 Mesa Street between Texas Ave. and Franklin Ave. 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. (CSEV24-00021)

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

AGENDA DATE: May 21, 2024

**PUBLIC HEARING DATE: N/A** 

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

Armida Martinez, (915) 212-1553

**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 Sal y Limon 2024 from Friday May 31, 2024 5:00 p.m. to 6:00 a.m. on Sunday June 2<sup>nd,</sup> 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 a portion of Mesa Street between Texas Ave and Franklin Ave. 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.

(CSEV24-00021)

## **BACKGROUND / DISCUSSION:**

EVENT NAME: Sal y Limon 2024 PERMIT CASE NUMBER: CSEV24-00021

EVENT DATE/HOURS: Saturday, June 1<sup>st</sup> at 2:00 p.m. to Sunday June 2<sup>nd</sup> at 12:00 a.m. TRAFFIC CONTROL: Friday, May 31, 2024 at 5:00 p.m. to Sunday June 2<sup>nd</sup> at 6:00 a.m.

STATE ROW IN USE: Mesa Street between Texas Ave. and Franklin Ave.

APPLICANT: GHC The Company

### 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** 

HEAD:	**************************************	<u>IT</u>
HEAD:	Philip Eiwe	

WHEREAS, GHC The Company (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 Sal y Limon 2024 from 2:00 p.m. on Saturday June 1, 2024 to 12:00 a.m. on Sunday, June 2, 2024 (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 <u>Mesa Street</u> 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 Sal y Limon 2024 from 5:00 p.m. on Friday, May 31, 2024, to 6:00 a.m. on Sunday, June 2, 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 Mesa Street between Texas Avenue and Franklin Avenue upon the issuance of required permits from the City of El Paso and State of Texas Department of Transportation.

(Signatures on the following page)

A	<b>PPROVED</b> this	day of	, 2024.
			CITY OF EL PASO:
ATTEST:			Oscar Lesser, Mayor
Laura D. Prine, City Clerk			
APPROVED AS TO FO	PRM:		APPROVED AS TO CONTENT:
Russell Abeln			Philis Etiwa
Russell T. Abeln			Philip Tiwe Philip F, Etiwe, Director
Senior Assistant City Atto	orney		Planning & Inspections Department



# City of El Paso Streets and Maintenance Traffic Control Permit



Site Address: 114 MILLS, EL PASO, TX 79901

Permit No: EPTC24-00965 AMENDED Issued: 03/18/2024

5/8/24 Expires: **06/02/2024** 

Applicant Phone Number Barricade Company

DOMINIC DIAZ Applicant:915-408-4376 APACHE BARRICADE & SIGN

2236 SPARROW POINT Barricade:915-592-6619 11560 PELLICANO EL PASO, TX 79938 EL PASO, TX 79936

**WORK AUTHORIZED:** SAL Y LIMON BLOCK PARTY

LOCATION: MESA FROM FRANKLIN TO TEXAS; MAIN FROM OREGON TO CORTEZ PARKING

GARAGE ALLEY; MILLS FROM OREGON TO PARK TAVERN ALLEY

PROJECT: BLOCK PARTY

TTC: ROAD CLOSURE W/ DETOUR ROUTE

CSEV24-00021

TYPE OF TRAFFIC CONTROL SET UP: TTC: ROAD CLOSURE W/ DETOUR ROUTE

**Start Date:** 05/31/2024

Expiration Date: 06/02/2024

Length of Term: Long

### \*\*\* NOTICE \*\*\*

- 1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.
- 2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.
- 3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

City Traffic Engineer Contractor's, Owner's or Agent's Signature Issued By Ed Vitanovec



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."

### WITNESSETH

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

WHEREAS, the local government has requested the temporary closure of <u>Mesa Street</u>, for the purpose of allowing <u>Sal y Limon 2024</u>, from <u>5:00 p.m.</u> on <u>May 31, 2024</u> to <u>6:00 a.m.</u> on <u>June 2, 2024</u> 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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:

## AGREEMENT

## 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

HQ24-2533|Trans#521952|P&I TxDOT Resolution Sal y Limon Festival 2024 RTA 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 PasoTexas Department of TransportationAttn: Cary WestinAttn: Tomas C. Trevino, P.E.Interim City ManagerEl Paso District Engineer300 N. Campbell- City 1, 2nd Floor13301 Gateway WestEl Paso, Texas 79901El 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.

Executed on behalf of the local government by:	
	Date
Cary Westin	
Interim City Manager	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Russel T. Abeln	Philip Etiwa
Russell T. Abeln	Philip Ctiwe Philip F. Etiwe, Director
Senior Assistant City Attorney	Planning and Inspections Department

## THE STATE OF TEXAS

	and approved for the Texas Transportation Commission for the or carrying out the orders, established policies or work program	
heretofore approved and authorized	by the Texas Transportation Commission.	
D.	D. A	
By	Date	
Tomas C. Trevino, P.E.,		
El Paso District Engineer		

### Exhibit A



# City of El Paso Streets and Maintenance Traffic Control Permit



Site Address: 114 MILLS, EL PASO, TX 79901

Permit No: EPTC24-00965 AMENDED Issued: 03/18/2024

5/8/24 Expires: **06/02/2024** 

Applicant Phone Number Barricade Company

DOMINIC DIAZ Applicant:915-408-4376 APACHE BARRICADE & SIGN

2236 SPARROW POINT Barricade:915-592-6619 11560 PELLICANO EL PASO, TX 79938 EL PASO, TX 79936

**WORK AUTHORIZED:** SAL Y LIMON BLOCK PARTY

LOCATION: MESA FROM FRANKLIN TO TEXAS; MAIN FROM OREGON TO CORTEZ PARKING

GARAGE ALLEY; MILLS FROM OREGON TO PARK TAVERN ALLEY

PROJECT: BLOCK PARTY

TTC: ROAD CLOSURE W/ DETOUR ROUTE

CSEV24-00021

TYPE OF TRAFFIC TTC: ROAD CLOSURE W/ DETOUR ROUTE CONTROL SET UP:

**Start Date:** 05/31/2024

Expiration Date: 06/02/2024

Length of Term: Long

### \*\*\* NOTICE \*\*\*

- 1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.
- 2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.
- 3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

City Traffic Engineer

Contractor's, Owner's or Agent's Signature

Issued By Ed Vitanovec



### Exhibit B

## RESOLUTION

WHEREAS, GHC The Company (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 Sal y Limon 2024 from 2:00 p.m. on Saturday June 1, 2024 to 12:00 a.m. on Sunday, June 2, 2024 (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 <u>Mesa Street</u> 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 Sal y Limon 2024 from 5:00 p.m. on Friday, May 31, 2024, to 6:00 a.m. on Sunday, June 2, 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 Mesa Street between Texas Avenue and Franklin Avenue 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 following page\*\*

Al	PPROVED this	day of	, 2024.
			CITY OF EL PASO:
ATTEST:			Oscar Lesser, Mayor
Laura D. Prine, City Clerk			
APPROVED AS TO FO	RM:		APPROVED AS TO CONTENT:
Russell Abeln			Philip (Tiwa
Russell T. Abeln			Philip Ctive Philip F, Etiwe, Director
Senior Assistant City Atto	rney		Planning & Inspections Department

## Sal Y Limon-2024

Event Name : Sal Y Limon-2024 Event Type : Street Festival

**Event Purpose**: Community Activity

No Of Days: 2

Event Start Date: June 1, 2024
Event End Date: June 1, 2024

**Event Time:** 

	Start Time	End Tim	e
Day 2 - June 1, 2024	2:00 PM	12:00 AM	И (Next day)
	Date	From	То
Setup	May 31, 2024	7:00 PM	
TearDown	June 1, 2024	12:01 AM	6:00 AM

#### Anticipated Maximum Attendance (Staff, Volunteers and Attendees.):

Date	Participants	Spectators	Total
Day 1 - May 31, 2024	100	0	100
Day 2 - June 1, 2024	100	3500	3600

## **Contact Person(s)**

Name: Heather Chavez

Address: 13163 Borwick Rd N/A El Paso, Texas, 79928, United States

Email: ghthecompany@gmail.com

**Mobile**: 9154725293

Office Phone:

## Park Use

Downtown Parks: San Jacinto Plaza

Aside from the permanent park amenities, will you be introducing any additional items on

the park grounds?: Yes

Will you have any amusement devices? : No

Number of amusement devices?: 0 Type(s) of amusement devices?:

Other(Obstacle Course, bungee etc):

## Fire & Public Safety

#### **Security**

**Hiring Security Guards**: Yes **Number of Security Guards**: 20

**Security Company:** 

Company Name: Rock Solid Protection LLC

Contact Person: Scott Smith

Address: 5959 Gateway Blvd W #365 El Paso, Texas, 79925 USA

Mobile: 915-249-6066

Office Phone:

Email: management@rsp915.com

#### **Police**

Hiring Police Officers: Yes Number of Police Officers: 20

Police Official Company:
Company Name: EPPD
Contact Porcer: SCT. Dir

Contact Person : SGT. Pinon

Address: 911 N. Raynor El Paso, Texas, 79903 USA

Mobile: 915-433-8568

Office Phone:

Email: 2582@elpasotexas.gov

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:

- 1- 20x40 (Food area)
- 3- 10x10 (Beer/Non alcoholic areas)
- 2- 30x10 (Main bar)
- 2- 10x10 enclosed (used for changing area for performers)

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 :

Generators

What will need electrical power?

Food trucks Stages Lighted letters Kids zone-jumping balloons

Participating businesses open in the conjuction with the event?

Lotus Social House Unbranded New York Deli

## **Traffic Control Information**

Company Name: Apache Barricade & Sign Company Contact Number: (915)592-6619

**Street Clousre:** 

Mesa between Franklin and Texas Main between Mesa and Oregon Mills between Oregon and Stanton Intersection of Mesa & Mills

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	14	6	0

Purpose of Amplification: Concert

**Location description of amplification devices :** Stage 1 (Main stage) Intersection of Main & Oregon Stage 2 (2nd stage) Intersection of Mesa & Mills

## **Alcohol Use**

Will alchoholic bevarages be sold, served or consumed at your event? Yes

Will alchoholic bevarages be sold, served or consumed on a city right of way? No

Will alchoholic bevarages be sold, served or consumed in the park? Yes

Trade name of establishment / organization obtaining the TABC permit in conjunction with

the event: Lotus Social House

Permit / License Holder name: 200087740

Will non-profit entity buy/sell alcohol for your event? No

## **Food & Merchandise Sales**

Number of food location: 10 Number of beverage location: 2

Event feature merchandise vendors: Yes

## **Event Clean Up**

Cleanup plan: Cleaning will begin during event and post event

Name of the Organization responsible for cleanup: The Cleaning Crew

Contact Number: 9156030869
Contact Number: Ana De La Rosa
Email: beatrizdlr@icloud.com

## **Internet Access**

Is Wireles Internet access needed? Yes
Is A Secure Wireles Internet Connection needed? Yes

## **Uploaded files**

Site plan: submitted

Certificate of insurance documents: submitted
Signed notice of proposed closure form: submitted

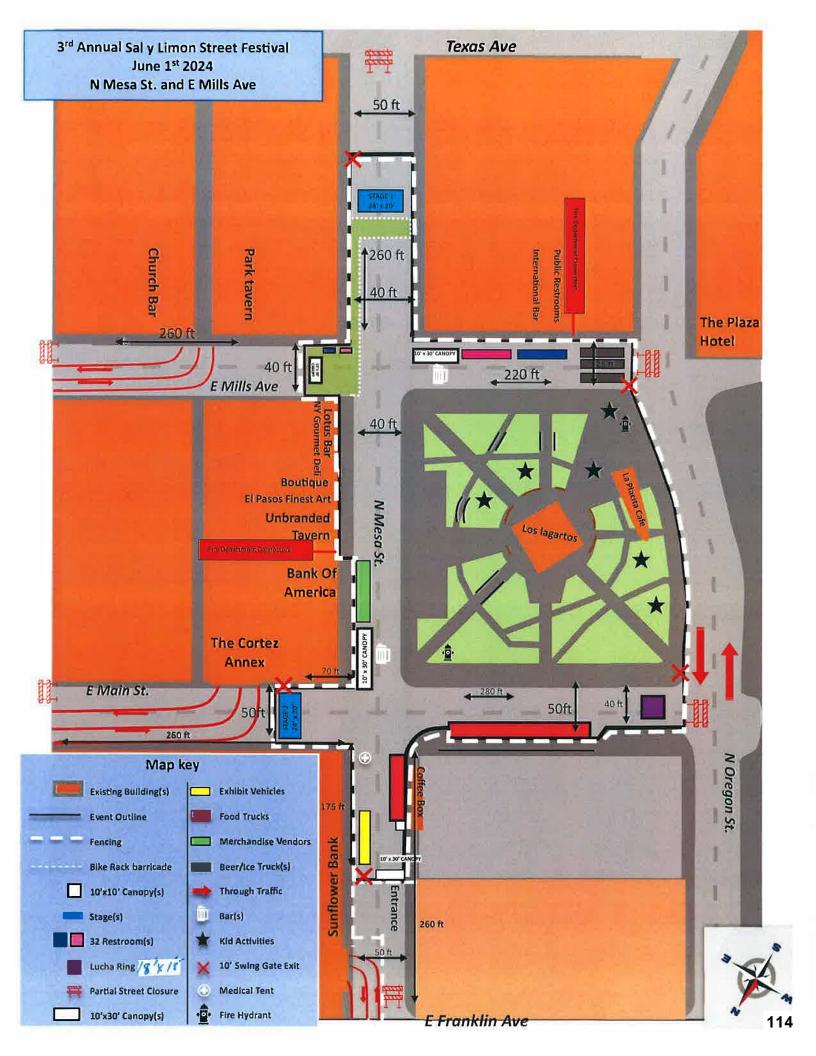
Public Safety Plan: submitted
Traffic control plan: submitted
TABC Certificate: submitted

Food vendor's name & Contact: submitted Merchandise name and contact: submitted

**Applicant Name:** 

**Applicant E-Signature:** 

Sign Date:



#### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with <u>Title 2, Chapter 2.92, Section 2.92.080</u>

#### 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	Heather Chavez
GHC The Company	
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.

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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.

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1101/280 N 280	
District 1		
District 2		
District 3		
District 4		95///
District 5		
District 6		5
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:	K	Date:	04-23-2024
	1		

## El Paso, TX

### **Legislation Text**

File #: 24-690, 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 to sign an Advance Funding Agreement Amendment #3 by and between the Texas Department of Transportation, for the Sean Haggerty Drive Extension project, for the design of a four-lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street, in order to amend the budget by updating the type of Federal and State funds that are being expended. This Amendment #3 does not change the total estimated cost of the Project and does not change the estimated local government participation amount of \$1,832,997.00 plus any cost overruns.

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

AGENDA DATE: May 21, 2024

PUBLIC HEARING DATE: N/A

**CONTACT PERSON(S) NAME** 

Joaquin Rodriguez, (915) 212- 0065

AND PHONE NUMBER:

DISTRICT(S) AFFECTED: 4

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

SUBGOAL: N/A

#### **SUBJECT:**

A resolution to authorize the City Manager to sign an Advance Funding Agreement Amendment #3 by and between the Texas Department of Transportation, for the Sean Haggerty Drive Extension project, for the design of a four-lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street, in order to amend the budget by updating the type of Federal and State funds that are being expended. This Amendment #3 does not change the total estimated cost of the Project and does not change the estimated local government participation amount of \$1,832,997.00 plus any cost overruns.

#### **BACKGROUND / DISCUSSION:**

This amendment to the AFA is to update the type of federal and state funding. It does not change the amount of the estimated local government participation amount. The AFA previously included funding from the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act. This has been replaced with Surface Transportation Program funding along with Transportation Development Credits. The total amount of federal and state funding remains the same.

#### PRIOR COUNCIL ACTION:

1/5/2021 – Council approved AFA for Design

6/7/2022 – Council approved AFA amendment #1 to add construction funding with local match

4/11/2023 - Council approved AFA amendment #2 to increase the total construction funding amount

#### **AMOUNT AND SOURCE OF FUNDING:**

Federal/State- \$26,262,388 Local Match - \$1,832,997

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_ YES \_\_\_NO

**PRIMARY DEPARTMENT: Capital Improvement Department** 

**SECONDARY DEPARTMENT:** 

and the

**DEPARTMENT HEAD:** 

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

Revised 04/09/2021 118

#### RESOLUTION

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

THAT the City Manager be authorized to sign an Advance Funding Agreement Amendment #3 by and between the Texas Department of Transportation, for the Sean Haggerty Drive Extension project, for the design of a four-lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street, in order to amend the budget by updating the type of Federal and State funds that are being expended. This Amendment #3 does not change the total estimated cost of the Project and does not change the estimated local government participation amount of \$1,832,997.00 plus any cost overruns.

APPROVED this day of	2024.
	CITY OF EL PASO
	Oscar Leeser Mayor
ATTEST:	5
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Serta Diuto	
Roberta Brito	Joaquin Rodriguez, AICP
Senior Assistant City Attorney	Director – Grant Funded Programs

Capital Improvements Department

TxDOT:		Federal Highway Administration:				
CCSJ#	092	4-06-611	AFA ID	Z00001482	CFDA No.	20.205
AFA CSJs 0924-06-611		CFDA Title	Highway Planning and Construction			
District #	24	4 Code Chart 64# 13400				
Project Name Sean Haggerty Drive Extension		AFA No	ot Used For Research & Development			

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

# ADVANCE FUNDING AGREEMENT For Surface Transportation Program (STP-MM) Both On-System and Off-System

#### **AMENDMENT #3**

**THIS AMENDMENT** is made by and between the State of Texas, acting 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**, the parties executed a contract on **February 1, 2021** to **construct Sean Haggerty Drive Extension**; and,

**WHEREAS**, the parties executed Amendment #1 to the contract on **June 22**, 2022 to amend the scope and the responsibilities of the contract; and,

**WHEREAS**, the parties executed Amendment #2 to the contract on **May 2**, **2023** to **increase the budget of the contract**: and.

WHEREAS, it has become necessary to amend that contract in order to update the type of federal and state funds to utilize TDCs in lieu of a portion of State's contribution;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

#### **AGREEMENT**

1. Attachment B-#2, Sean Haggerty Drive Extension B-1 Project Budget, is deleted in its entirety and replaced with Attachment B-#3, Sean Haggerty Drive Extension Project, which is attached to and made a part of this Amendment. The total estimated cost of the Project amount did not change.

TxDOT:		Federal Highway Administration:				
CCSJ#	092	4-06-611	AFA ID	Z00001482	CFDA No.	20.205
AFA CSJs 0924-06-611		CFDA Title	Highway Planning and Construction			
District #	24	4 Code Chart 64# 13400				
Project Name Sean Haggerty Drive Extension		AFA No	ot Used For Research & Development			

#### **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	THE LOCAL GOVERNMENT THE CITY OF EL PASO
Signature	Signature
	Dionne Mack
Typed or Printed Name	Typed or Printed Name
	Deputy City Manager
Typed or Printed Title	Typed or Printed Title
Date	Date
APPROVED AS TO CONTENT:	APPROVED AS TO FORM:
	Volesta Douto
Joaquin Rodriguez, AICP	Roberta Brito
CID Grant Funded Program Director	Senior Assistant City Attorney

TxDOT:					Federal Highway Administration:		
CSJ# 0924-06-611			CFDA No.	20.205			
District #	District # 24- El Paso AFA ID Z00001482		CFDA Title	Highway Planning and Construction			
Code Chart 64 # 13400							
Project Name Sean Haggerty Drive Extension			AFA No	t Used For Research & Development			

## ATTACHMENT B-3 PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding. The Local Government will then be responsible for 100% of the costs.

Description	Total	Federa	l Participation	State Pa	articipation		Local Pa	articipati	on
	Estimated Cost	%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	EDC Adj.	Cost After EDC Adj.
Engineering (by State)	\$1,262,000.00	0%	\$0	0%	100%	\$1,262,000.00	0%	0%	\$0
Environmental (by the State)	\$148,000.00	0%	\$0	0%	100%	\$148,000.00	0%	0%	\$0
Construction (by Local Government ) Cat 7 STP-MM Cat 7 STP	\$24,131,181.00 \$1,303,838.00	80% 100%	\$19,304,945.00 \$1,303,838.00	0% 0%	12.6% 0%	\$3,040,529.00 TDC 260,767.60	20%	7.4% 0%	\$1,785,707.00 \$0
Subtotal	\$26,845,019.00		\$20,608,783.00			\$4,450,529.00 TDC 260,767.60			\$1,785,707.00
Environmental Direct State Costs	\$9,458.00	0%	\$0	0%	0%	\$0	100%	100%	\$9,458.00
Right of Way Direct State Costs	\$2,364.00	0%	\$0	0%	0%	\$0	100%	100%	\$2,364.00
Engineering Direct State Costs	\$11,823.00	0%	\$0	0%	0%	\$0	100%	100%	\$11,823.00
Utility Direct State Costs	\$2,364.00	0%	\$0	0%	0%	\$0	100%	100%	\$2,364.00
Construction Direct State Costs	\$21,281.00	0%	\$0	0%	0%	\$0	100%	100%	\$21,281.00
Indirect State Costs 4.73 %	\$1,203,076.00	0%	\$0	100%	0%	\$1,203,076.00	0%	0%	\$0
TOTAL	\$28,095,385.00	0%	\$20,608,783.00	0%	0%	\$5,653,605.00	100%	0%	\$1,832,997.00

Initial payment by the Local Government to the State: \$26,009.00. Payment by the Local Government to the State before construction: \$21,281.00.

Total payment by the Local Government to the State: \$47,290.00.

The total amount of Local Government participation shall not exceed the amount appearing above. Transportation Development Credits (TDCs in the amount of 260,767.60 will be used as State Government's contribution.

## El Paso, TX

## Legislation Text

File #: 24-660, 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.

A Resolution that the Mayor be authorized to sign an Intergovernmental Support Agreement ("IGSA") between the City of El Paso and the United States to provide animal control services by and through its Department of Animal Services to Fort Bliss in the City of El Paso, El Paso County, Texas.

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

AGENDA DATE: May 21, 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:**

That the Mayor be authorized to sign an Intergovernmental Support Agreement ("ISGA") between the City of El Paso and the United States to provide animal control services by and through its Department of Animal Services to Fort Bliss in the City of El Paso, El Paso County, Texas.

#### **BACKGROUND / DISCUSSION:**

This is an Intergovernmental Support Agreement (IGSA) between Fort Bliss and the City of El Paso to receive, at El Paso Animal Services, each animal that Fort Bliss delivers to the shelter via the Fort Bliss Animal Control Contractor or verified residents of Fort Bliss. The term of this agreement is 10 years.

#### PRIOR COUNCIL ACTION:

A previous agreement was approved in January 2017.

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_\_X\_YES \_\_\_NO

**PRIMARY DEPARTMENT:** Animal Services

SECONDARY DEPARTMENT:

	**************************************	
DEPAR	TMENT HEAD:	
	Zony K Kebsohull	
	Terry K. Kebschull, Animal Services Director	

#### **RESOLUTION**

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

That the Mayor be authorized to sign an Intergovernmental Support Agreement ("IGSA") between the City of El Paso and the United States to provide animal control services by and through its Department of Animal Services to Fort Bliss in the City of El Paso, El Paso County, Texas.

Texas.	i Scivices to i	of Bliss in the City of El Laso, El Laso Cour
APPROVED this the	day of	2024.
		THE CITY OF EL PASO
		Oscar Lesser Mayor
ATTEST:		iviayor
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Junitary 3		Zony K Kebsohull Terry K. Rebschull, Director
Eric Gutierrez		Terry K. Kebschull, Director
Senior Assistant City Attorney		Department of Animal Services

#### FY 2024 Schedule C Departmental Fee List

Line No.	Department	Fee Description	Detail	FY 2024 Adopted Fees
924	Environmental Services	Disposal	Landfill Fees (Materials Requiring Special Handling)	\$90.00 per ton, pro-rated, for dead animals with a total weight greater than 100 lbs. Small dead animals with a total weight less than 100 lbs. will be charged the standard landfill rate.
925	Environmental Services	Disposal	Billing Fee for Landfill Charge Accounts	\$25.00 per month
926	Environmental Services	Disposal	Disposal Fee (Waste Tires)	Small or Medium tires (19.5 inches or less) \$3.00, Large Tires (greater than 19.5 inches but less than 24 inches) \$10.00, tires greater than 24 inches will be charged a rate of \$200.00/ton. Rim Removal Fee - Small or Medium tires \$5.00, Rim Removal Fee - Large Tires \$15.00.
927	Environmental Services	Disposal	Disposal Fee (Mattresses)	\$20.00 per Mattress disposed of at a City Landfill or other authorized facility
928	Environmental Services	Disposal	Prohibited Waste	\$25.00 surcharge plus applicable disposal and administrative costs.
929	Environmental Services	Disposal	Transfer Fee	\$30.00 per ton, prorated, with a minimum fee of \$20.00
930	Environmental Services	Disposal	Sale of Mulch/Compost	City Departments - Free, El Paso Solid Waste Residential Customers - Free at CCS or Landfill; Commercial Customers - Free at Landfill; Commercial Customers within City limits - \$15.00 cy if delivered by ESD.
931	Environmental Services	Disposal	Sale of Safety Vest	\$10.00 each
932	Environmental Services	Disposal	RFID (Automated Scale) Tag	\$25.00 each
933	Environmental Services	Other	Container Replacement Fee	\$55.00 per Container
934	Environmental Services	Other	Service Charge (delivery or removal of container)	\$25.00 per Event
935	Environmental Services	Other	Un Authorized Solid Waste Container Removal Fee	\$25.00 per Event
936	Environmental Services	Other	Missed Collection Fee	\$15.00 for pick up
937	Environmental Services	Administrative Fee	Lien Preparation Fee( Environmental Services)	\$75.00 charge for administrative costs related to the preparation of property liens
938	Environmental Services	Shopping Cart Recovery	Shopping Cart Recovery Fee	\$50.00 per Cart impounded by City
939	Environmental Services	Construction or Demolition	Manifest Fee	\$5.00 per manifest; No fee for City - funded projects
940	Environmental Services	Services	Environmental Fee (Residential)	\$5.00 per Residential Living Unit
941	Environmental Services	Services	Environmental Fee (Commercial)	\$20.00 per Commercial Establishment
942	Environmental Services	Environmental General-Facilities		S
943	Environmental Services	Franchise Fee	Waste Container Franchise Fee- Per Container	\$2.00 Per Month, Per approved container
944	Environmental Services	Franchise Fee	Waste Container Franchise Fee- Quarterly	\$2,000.00/ Per Year
945	Environmental Services	Franchise Fee	Franchise Fee	\$6.00
946	Animal Services	Animal Services		
947	Animal Services	Adoption Fee - includes age-appropriate vaccinations, license, microchip and sterilization.		Each adoption from no charge to \$110.00
948	Animal Services	Livestock Permit - Keeping Horses And Cattle-Permit Required-Application-Fee-Term- Suspension Or Revocation	Permit Yearly Renewal	\$60.00 plus applicable tech fee
949	Animal Services	Livestock Permit - Keeping Horses And Cattle-Permit Required-Application-Fee-Term- Suspension Or Revocation	Re-Inspection and/or Amending Permit	\$45.00 plus applicable tech fee
950	Animal Services	Fowl and Rabbits (6 or more)-Restrictions- Permit Requirements	Permit Yearly Renewal	\$60.00 plus applicable tech fee
951	Animal Services	Fowl and Rabbits (6 or more)-Restrictions- Permit Requirements	Re-Inspection and/or Amending Permit	\$45.00 plus applicable tech fee
952	Animal Services	Microchip Fees	Initial Issuance	from no charge to \$15.00
953	Animal Services	Shelter Services	Animal Rabies Vaccination	from no charge to \$9.00
954	Animal Services	Parasite Treatment and/or Control	Parasite Treatment and/or Control	\$10.00
955	Animal Services	Disposal of Dead Animals	Disposal of owned dead animals brought to shelter, less than 100 lbs.	\$16.00
956	Animal Services	Euthanasia of Animals	Euthanasia of animals brought to the shelter, less than 100 lbs.	\$25.00
957	Animal Services	Boarding and Kennel Permit	Boarding kennel permit  Pick up/delivery of live, owned animals for quarantine or return	\$110.00 plus applicable tech fee
958	Animal Services	Pick up or Delivery of Animals to Owners	to-owner purposes	from no charge to \$45.00
959	Animal Services	Buying And Selling	Shows And Exhibition	\$110.00 plus applicable tech fee
960	Animal Services	Buying And Selling	Grooming	\$110.00 plus applicable tech fee
961	Animal Services	Buying And Selling	Kennel	\$110.00 plus applicable tech fee
962	Animal Services	Buying And Selling	Animal Establishment	\$200.00 plus applicable tech fee
963	Animal Services	Registration	Application Initial Issuance or Renewal	\$12.50
964	Animal Services	Registration	Replacement Registration and/or Tag	\$5.00 - Altered Pets \$15.00 - Intact pets
965	Animal Services	Registration	Registration Transfer	\$12.50
			Class A: Dog, Cat, Exotic, Ferret not requiring capture by	The state of the s

#### FY 2024 Schedule C Departmental Fee List

Line No.	Department	Fee Description	Detail	FY 2024 Adopted Fees
967	Animal Services	Fees-Impoundment	Class B: Goats, Sheep, Lambs, Pigs, Sows, Shoats, Calves, Foals And Animals Of The Same Approximate Size And Weight, Each Animal	from no charge to \$60.00 plus applicable tech fee
968	Animal Services	Fees-Impoundment	Class C: Horses, Ponies, Mules And Animals Of Same Size And Weight, Each Animal	from no charge to \$85.00 plus applicable tech fee
969	Animal Services	Fees-Impoundment	CLASS D: Exotic Animals: Requiring Capture by Division	from no charge to \$85.00 plus
970	Animal Services	Fees-Impoundment	Personnel Class D: Exotic Animals, Already Contained	applicable tech fee from no charge to \$55.00
971	Animal Services	Handling Fee	Daily Fee Class A	from no charge to \$18.00
972	Animal Services	Handling Fee	Daily Fee Class B	from no charge to \$23.00
973	Animal Services	Handling Fee	Daily Fee Class C	from no charge to \$23.00
974	Animal Services	Handling Fee	Daily Fee Class D	from no charge to \$23.00
975	Animal Services	Shelter Services	Animal Trap Replacement Fee - Small	\$60.00
976	Animal Services	Shelter Services	Animal Trap Replacement Fee - Large	\$110.00
977	Animal Services	Shelter Services	Impound Fee Dog or Cat-Repeat Offender within one (1) year	from no charge to \$25.00 per event
978	Animal Services	Animal Litter Permit	Per litter	\$50.00 plus applicable tech fee
979	Animal Services	Breeding	Breeder's Permit	\$100.00 plus applicable tech fee
980	Animal Services	Shelter Services	Vet Assessment for Quarantine and/or Criminal Case	from no charge to \$50.00 per animal per assessment
981	Animal Services	Shelter Services	Animal Transportation Fee	Fee for packaging and transporting to lab for testing: \$100
982	Animal Services	Shelter Services	Animal Storage Fee for Remains	Fee to store animal properly prior to cremation, or to hold for burial pending results of the rabies exam: \$25.00
983	Animal Services	Shelter Services	Animal Vaccinations and Tests	DHLPP (dog) from no charge to \$9.00
984	Animal Services	Shelter Services	Animal Vaccinations and Tests	FVRCP (cat) from no charge to \$9.00
985	Animal Services	Shelter Services	Animal Vaccinations and Tests	Bordetella (dog) from no charge to
986	Animal Services	Shelter Services	Animal Vaccinations and Tests	\$10.00 FELV (cat) from no charge \$15.00
987	Animal Services	Shelter Services	Animal Vaccinations and Tests  Animal Vaccinations and Tests	Ringworm test (cat) from no charge to
988	Animal Services	Shelter Services	Animal Vaccinations and Tests	\$25.00 Heartworm test (dog) from no charge
989	Animal Services	Shelter Services	Animal Vaccinations and Tests	to \$25.00 Parvo test (dog) from no charge to
990	Animal Services	Fees-Impoundment	Impoundment of animals in unincorporated areas of County	\$25.00 \$55.00
991	Animal Services	Shelter Services	Pet Aids (leash, cat carrier, other)	from no charge to \$5.00
992	Animal Services	Shelter Services	Spay/Neuter Fees - Cats/Dogs	Cat Neuter \$0.\$30.00, Cat Spay \$0.\$50.00, Dog Neuter (under 40 pounds) \$0.\$65.00, Dog Neuter (40 - 70 pounds) \$0.\$85.00, Dog Spay (under 40 pounds) \$0.\$85.00, Dog Spay (40 - 70 pounds) \$0.\$100.00
993	Animal Services	EP County Spay/Neuter Voucher Program	Spay/Neuter Fees - Cats/Dogs	Cat Spay/Neuter \$0 - \$35.00, Dog Spay/Neuter \$0 - \$60.00 Per Legal, this is in the County's Agreements
994	Animal Services	Registration	Dangerous Dog Registration	\$50.00
995	Animal Services	Municipal Contract Fees - Impoundment	Class A: Dog, Cat, Exotic, Ferret not requiring capture by division personnel, Each	\$60.00
996	Animal Services	Municipal Contract Fees - Impoundment	Class B: Goats, Sheep, Lambs, Pigs, Sows, Shoats, Calves, Foals And Animals Of The Same Approximate Size And Weight, Each Animal	\$60.00
997	Animal Services	Municipal Contract Fees - Impoundment	Class C: Horses, Ponies, Mules And Animals Of Same Size And Weight, Each Animal	\$85.00
998	Animal Services	Municipal Contract Fees - Impoundment	Class D: Exotic Animals: Requiring Capture by Division Personnel	\$85.00
999	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class A	\$18.00 per day
1000	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class B	\$23.00 per day
1001	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class C	\$23.00 per day
1002	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class D	\$23.00 per day
1003	Animal Services	Municipal Contract Fees - Quarantine		\$18.00 per day
1004 1005	Animal Services	Grooming re-inspection fee		\$50.00 \$110.00
1005	Animal Services Animal Services	Grooming Shop Application fee-\$110  Groomer License fee-\$25	<u> </u>	\$110.00 \$25.00
1006	Animal Services Animal Services	Groomer License replacement fee-\$5	Replacement Fee	\$5.00
1007	Parks and Recreation	Recreation Centers	(+) Indicates Per Person 1/2 hour increment @ 1/2 hourly rate Rates are per hour unless indicated Two hour minimum rental for facility use that is non-contiguous to public hour of operation.	Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1009	Parks and Recreation	Valle Bajo Recreation Center	поигогорегации.	
1010	Parks and Recreation	Gym Full Court (per hour)	1	\$45.00 / \$36.00 / \$180.00 / \$56.00
1011	Parks and Recreation	Gym Half Court (per hour)		\$23.00 / \$18.00 / \$92.00 / \$29.00
0.0055566		Gym Full Court (per hour)-Prime Time		\$55.00 / \$44.00 / \$220.00 / \$69.00
1012	Parks and Recreation	Cymr an Court (por nour) rinne rine		

#### INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)

#### **BETWEEN THE**

#### UNITED STATES

#### AND

#### THE CITY OF EL PASO, TEXAS

## ANIMAL CONTROL SERVICES AT THE CITY'S ANIMAL SHELTER

IGSA NUMBER (W6CLAA-IGSA-A60RA-23-0001)

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and the City of El Paso, Texas (the "City") and is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to the Fort Bliss Garrison Commander (hereafter "GC") to execute agreements on behalf of the United States.

1. **PURPOSE:** The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the City, the prices to be paid by the United States, and the appropriate reimbursement and other procedures.

The City shall perform the installation support services as stated in this IGSA. The term "installation support services" means those services, supplies, resources, and support typically provided by a local government for its own needs and without regard to whether such services, supplies, resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

The United States has no location to house animals that it retrieves on Fort Bliss installation property and is therefore interested in providing for animal control services for the installation. The City desires to provide these animal control services and is qualified to do so through its Department of Animal Services, considering all services provided align with its mission, vision, and goals. This Agreement for animal control services is necessary for the mutual advancement of the health and general welfare of the citizens of both Parties.

The United States acknowledges that the City's stated goal for the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") is to reach a no-kill status equivalent to a 90% live release rate. In order to achieve this goal, the United States shall allow the City to disseminate information to the Fort Bliss community

regarding the City's animal welfare program as part of the City's public/community relations effort.

- 2. **SUMMARY OF SERVICES AND PRICE:** The City shall perform the following animal control services by and through its Department of Animal Services:
- 2.1. The City may receive at the Shelter each animal that the United States delivers to the shelter via the United States Animal Control Contractor or verified residents of Fort Bliss. The City may board each animal that the United States delivers via the Contractor to the Shelter, whether it be in order to reunite the animal with its owner, quarantine, maintain evidence for a legal proceeding, facilitate fostering/adoption, euthanize and dispose of the animal, or return the animal to the United States for further disposition by a third-party veterinarian.
- 2.2. The United States Animal Control Contractor shall capture animals and maintain animal capture logs with details of time, location, color, breed, sex, and microchip of animal picked up to the best of their abilities. Efforts will be made to return the animal to its owner utilizing information from tags, microchips, and canvasing the neighborhood prior to delivering the animal to the City. If an animal is captured after designated drop-off hours, the United States Animal Control Contractor shall kennel and care for the animal until the next designated drop-off time or when the Shelter is available to receive animals. Upon turning over animals to the Shelter, the United States Animal Control Contractor shall verify and update their records with animal descriptions, day of turn in (if next day, must make note in remarks), and who from the Shelter was there to take the animal. The Shelter shall maintain and update impoundment records for all animals received from the United States Contractor with the name of the person making drop off, date, time, breed or description, color, sex, and microchip information.
- 2.3. If animal is microchipped or the animal's owner is otherwise identifiable, the Shelter shall update impoundment records providing animal owner's name, address, and phone number if available. Shelter shall notify animal's owner. If unsuccessful attempts are made to contact animal's owner, Shelter shall note on impoundment record the dates and times and methods of attempted contact.
- 2.4. Animals that are not microchipped or the animal's owner is not identifiable may be processed subject to the following criteria:
  - a.) Dogs: Accepted for impound at the Shelter, whether healthy, sick or injured.
  - b.) Cats: Only sick or injured accepted for impound at the Shelter. Army Policy prohibits release of stray animals back to the environment from where they were captured and the United States' participation in the City Shelter Community Cat program (Trap, Neuter, Release) is not feasible nor permitted. Thus, healthy cats not accepted at the Shelter will remain in the United States Animal Control Contractor's custody for further disposition by a third-party veterinarian or pet adoption organization.

- 2.5. Unless an animal impounded as an owned animal (i.e. with a collar, microchip, tags or other indication of ownership) is reclaimed within 6 days after entering the Shelter, or an animal impounded as a stray (unowned animal) is reclaimed within 72 hours after entering the Shelter, the animal may be adopted, transferred, or humanely disposed of by the Shelter.
- 2.6. If the Shelter is able to successfully contact the animal's owner and/or the animal is reclaimed, the animal's owner will be responsible for all Shelter services provided. The services provided for animals delivered to the shelter may include, but are not limited to the below as follows:
  - a.) Dogs: microchip, up to date rabies, distemper, hepatitis, parainfluenza, and parvovirus (DHPP) vaccines, heartworm test, current heartworm preventative, fecal exam for intestinal parasites.
  - b.) Cats: microchip, up to date rabies, rhinotracheitis, calicivirus, and panleukopenia (FVRCP) vaccines, outdoor cats up to date on feline leukemia (FeLV) vaccine, exam for intestinal parasites.
  - c.) All costs, fees, and expenses related to animals reclaimed by their original owners shall not be charged to the United States. All such fees, expenses, and costs shall be handled and recouped (paid) between the City and animal owner, and in no event shall the United States be charged or responsible for fees, costs, and expenses related to animals recovered by their original owners.
- 2.7. Fees charged to the United States will be in accordance with the current attached Schedule C, City of El Paso Departmental Fee List (Line Numbers 953-1000) which will be renewed annually with current/updated prices. The following minimum fees apply until the Schedule C fees are updated to meet or exceed the minimum fees:
  - a.) Impound fee of One Hundred and Ten and No/100 Dollars (\$110.00) and a daily handling fee of Twenty-Seven and No/100 Dollars (\$27.00) for each dog or cat retrieved from Fort Bliss and delivered to the Shelter pursuant to Subsection 2.1 of this Agreement.
  - b.) Daily quarantine fee of Twenty-Seven and No/100 Dollars (\$27.00) for each dog or cat retrieved from Fort Bliss and delivered to the Shelter that is suspected of having rabies, is pending a bite investigation, or is pending an animal cruelty investigation. Owned animals shall be quarantined at a quarantine approved clinic or hospital.
- 2.8. All of the fees charged to the United States will be based on actual animals delivered to the Shelter by the United States Animal Control Contractor or verified residents of Fort Bliss.

- 3. POINTS OF CONTACT (POC): Unless otherwise specified herein, all notices under this Agreement shall be provided to the following POCs:
- 3.1. The City
- 3.1.1. The Director of the Department of Animal Services will administer this Agreement. The POC is Terry Kebschull, 915-212-7297, kebschulltk@elpasotexas.gov.
- 3.2. The United States
- 3.2.1. The Fort Bliss Directorate of Public Works (DPW), Operations and Maintenance Division (OMD) will be the office that will administer this Agreement. The POCs are Mr. Jason Bonham, Municipal Services Contracts Branch Chief, (915) 568-5394, jason.d.bonham.civ@army.mil and Mr. Raymond Rohena, General Engineer, (915) 568-2835, raymond.rohena.civ@army.mil.
- 3.2.2. The Garrison Resource Management Office will process and pay all invoices. The POC is Ms. Charity C. Ordaz, Director, (915) 568-3718, charity.c.ordaz.civ@army.mil.
- 4. **FUNDING AND PAYMENTS PURSUANT TO THIS AGREEMENT:** This Agreement does not represent an obligation of funds by the United States, is subject to the availability of funds, and nothing in this Agreement may be construed to require the United States to violate the Anti-Deficiency Act. Payment for services under this IGSA will be made in response to the City's invoices as described below.
- 4.1. The City shall issue to the United States POC a detailed invoice by the tenth business day of the month for fees accrued during the preceding month. The invoice shall be verified using City impoundment records reflecting animals received from the United States Animal Control Contractor and capture logs from the United States Animal Control Contractor. Invoices that are matching records from both Parties shall be acknowledged and sent forward for payment processing. Invoices that do not match (dispute) either the impoundment record or the Shelter records with the capture logs from the United States Animal Control Contractor shall be disputed and may delay monthly payments.

The United States shall pay the City, within thirty (30) calendar days after submission of a proper invoice, the prices stated in the IGSA or changes to those prices which have been mutually agreed upon in writing and duly signed by the Parties' authorized representatives. GSA Standard Form 1034 will be used to accept services from the City. In the event of an overpayment to the City, the United States reserves its rights to offset the amount of the overpayment against any payments otherwise due the City.

4.2. Generally, direct purchases and leases made by the United States are immune from State and local Taxes. Indirect tax exemptions are based on state law. The City shall ensure that any costs or prices charged to the United States exclude any and all direct taxes and those indirect taxes to which the United States is immune or to which the City is immune in its own capacity in providing goods and Services to the United States.

- 4.3. All payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Office of the Comptroller, P.O. Box 1890, El Paso, TX 79950-1890, or to the address provided by the City to the United States POC referenced in Section 3.1.1. in writing without the need to formally amend this Agreement.
- 4.4. The United States will make interest payments in accordance with the Prompt Payment Act (31 USC 3903) at the current rate of interest as specified in the Prompt Payment Act.
- 5. **LAW GOVERNING THE AGREEMENT:** This Agreement is subject to the laws and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.
- 5.1. *Privileges and Immunities*. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City when performing a function shall apply to such officers, agents, or employees to the same extent when engaged in the performance of any of their functions under the terms of this Agreement.
- 5.2. Governmental Function. The Parties expressly agree that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City which in any way pertains to or arises out of this Agreement falls within the definition of governmental function.
- 6. **INDEPENDENT ENTITIES:** The City and the United States are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the United States nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support, and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in City personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances shall City employees or contractors be deemed federal employees. If the City shall provide services through a contract, the

contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the City and its employees.)

- 7. **DISPUTES:** Both Parties will cooperate to ensure mutual goals are met and issues are promptly resolved. Each Party will promptly notify the other Party of any concerns and communicate openly and transparently to ensure any concerns or issues are promptly dealt with in order not to impede performance under this Agreement. If the Parties are unable to agree about interpreting or applying a material aspect of this Agreement, the Parties agree to try to reach a mutual agreement in the proper interpretation of this Agreement, including amendment or termination of this Agreement, as necessary, or by escalating the dispute within their respective organizations. The parties shall use their best efforts to resolve any disagreements or disputes regarding this Agreement.
- 7.1. As a condition precedent to a Party bringing any action for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. Each Party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred.
- 7.2. Contractor or employee disputes: All claims and disputes by employees of the City shall be resolved in accordance with state law and local governing policies and procedures. All claims and disputes by contractors arising under or relating to contracts awarded by the City pursuant to or related to this Agreement shall be resolved in accordance with state law and the terms of the individual contract. All litigation costs, including settlements and judgments, incurred or agreed to in defense of claims and disputes made by contractors and employees of the City are the City's unless otherwise agreed to in writing by the United States.
- 8. **TERMINATION:** This IGSA may be terminated by mutual written agreement of the Parties at any time. This Agreement may be terminated in whole or in part by either Party upon thirty (30) calendar days written notice to the other Party at the addresses stated in Section 21 of this Agreement, or at a new address as provided in writing to the nonmoving Party by the Party which has moved its physical location within thirty (30) calendar days of relocation without the necessity of amending this contract. This Agreement automatically terminates after ten years from the effective date of the Agreement.
- 9. **LIABILITY:** The City agrees and shall hold and save the United States free from all damages, claims, suits of whatsoever nature arising from or incidental to this Agreement, except for damages due to the fault or negligence of the United States or its employees. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

- 9.1. Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, THE CITY WILL NOT BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 9.2. Intentional Risk Allocation. Each of the parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions in this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.
- 10. **INSURANCE:** The Parties acknowledge that the City is self-insured, and can provide a letter of self-insurance upon request.
- 11. **COMPLIANCE WITH THE LAW:** Each Party will abide by and enforce compliance with all applicable laws, regulations and requirements and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records that are confidential and privileged by law.
- 11.1. To the extent permitted by the laws governing each Party, the Parties shall protect personal information and also shall maintain the confidentiality of other exchanged information, including when requested to do so by the providing Party.
- 11.2. The Parties shall comply with public requests for information related to this Agreement pursuant to the Freedom of Information Act, 5 U.S.C. Section 552.
- 12. **MODIFICATION OF IGSA:** Unless otherwise noted, the terms and conditions of this IGSA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
- 13. **REVIEW:** This IGSA will be reviewed annually by the Parties on or around the anniversary of its effective date. The United States will initiate the coordination of the review with the City.
- 14. **TERM OF AGREEMENT:** The term of this Agreement is for one year beginning on May 21, 2024, and shall be renewable by the United States for successive one-year periods for 9 additional years. The United States shall only be obligated for one year of performance under the Agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by Congress. The United States

shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the United States to the City of an intent to exercise the option for an additional year of performance. The United States shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of the then current performance period. The United States may condition the renewal upon availability of funds, and may suspend performance of the renewed period at no additional cost to the United States until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the United States without further liability to the United States.

- 15. **WAIVER:** A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- 16. **SEVERABILITY:** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 17. **HEADINGS:** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 18. **COUNTERPARTS:** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
- 19. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties to it.
- 20. **TRANSFERABILITY:** This Agreement is not transferable except with the written authorization of the Parties, duly signed by their authorized representatives.

#### 21. REPRESENTATIVES OF THE PARTIES:

**CITY:** City of El Paso

Attn: City Manager PO Box 1890

El Paso, Texas 79950-1890

**UNITED STATES:** Department of the Army

Attn: Garrison Commander

US Army Installation Management Command Headquarters,

United States Army Garrison, Fort Bliss

1741 Marshall Road

Fort Bliss. Texas 79916-3808

22. **BINDING AGREEMENT.** The undersigned signatories assert that they have the authority to execute this Agreement and to bind the Party for which they are signing to the faithful performance of this Agreement.

Signature page for the United States, Intergovernmental Support Agreement between the United States and the City of El Paso, Texas, Animal Control Services at the City's Animal Shelter, IGSA NUMBER (W6CLAA-IGSA-A60RA-23-0001)

APPROVED this day of	,
	CITY OF EL PASO
ATTEST:	Oscar Leeser Mayor
Laura Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Eric Gutierrez Senior Assistant City Attorney	Terry Rebschull, Director Department of Animal Services
	DEPARTMENT OF THE ARMY
	Brendan R. Gallagher Colonel, U.S. Army Garrison Commander

## El Paso, TX

## **Legislation Text**

File #: 24-704, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

That the City Manager, or designee, be authorized to sign the second amendment to the Consulting Services Agreement between the City of El Paso and AECOM Technical Services Inc. for the provision of consulting services for the development of the Climate Action Plan (CAP) for an amount of \$137,024 to cover activities related to the Climate Fellowship program and outreach.

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

AGENDA DATE: May 21st, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini (915) 212-1659

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 8 – Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** Develop and implement a comprehensive climate action plan

#### **SUBJECT:**

Climate action plan agreement amendment.

#### **BACKGROUND / DISCUSSION:**

That the City Manager, or designee, be authorized to sign the second amendment to the Consulting Services Agreement between the City of El Paso and AECOM Technical Services Inc. for the provision of consulting services for the development of the Climate Action Plan (CAP) for an amount of \$137,024 to cover activities related to the Climate Fellowship program and outreach.

#### **PRIOR COUNCIL ACTION:**

On January 3<sup>rd</sup>, 2024, the agreement with AECOM Technical Services Inc was approved by City Council to develop the Climate Action Plan (CAP) for El Paso.

#### AMOUNT AND SOURCE OF FUNDING:

\$137,024.00. Source of funding is General Fund FY24 funding allocated to the Office of Climate and Sustainability.

HAVE ALL AFFECTED DEPARTMENTS	BEEN NOTIFIED? <u>X</u> YES <u>NO</u>			
PRIMARY DEPARTMENT: Office of Climate and Sustainability – Nicole Ferrini SECONDARY DEPARTMENT:				
**************************************	IZATION***********			
LEGAL: (if required)	FINANCE: (if required)			
DEPARTMENT HEAD:	_			
<b>APPROVED FOR AGENDA:</b>				
CITY MANACED.	DATE.			

#### **RESOLUTION**

WHEREAS, on January 3, 2024 the City Council of the City of El Paso ("City") approved Contract 2023-0670R Climate Action Plan ("Contract") by and between the City and AECOM Technical Services ("Consultant"); and

WHEREAS, on April 28<sup>th</sup>, 2024 the parties amended the Contract to receive professional support for the development of the proposal submitted under the Environmental Protection Agency (EPA) CPRG II grant program; and

WHEREAS, City staff has identified additional changes to the scope of work to allow consultant to assist the City in instituting a Climate Fellowship program; including associated outreach;

**WHEREAS**, Consultant has the expertise and competency to take on the additional work as contemplated; and

**WHEREAS**, the parties wish to enter into an Amendment to incorporate the additional work contemplated above.

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

**THAT** the City Manager, or designee, be authorized to sign the Amendment to the Consultant Services Agreement between the City of El Paso and AECOM Technical Services Inc. for the provision of consulting services for the development of the Climate Action Plan (CAP) for an amount of \$137,024 to cover activities related to the Climate Fellowship program and outreach as described in Attachment A to the Amendment.

**THAT** In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this scope.

[SIGNATURE PAGE BEGINS ON THE FOLLOWING PAGE]

APPROVED this day of	, 2024.
	CITY OF EL PASO:
	Oscar Leeser
ATTEST:	Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Juan S. Gonzalez Sr. Assistant City Attorney	Nicole M. Ferrini, Chief Sustainability Officer Community & Human Development

## Exhibit A

Additional Scope of Work

## Paso Del Norte Climate Fellowship

AECOM Proposed Scope of Work and Budget for El Paso Climate Action Plan

(Project Modification #2) May 6<sup>th</sup>, 2024

## **Project Understanding**

One key initiative made possible by the Environmental Protection Agency's Climate Pollution Reduction Grants (CPRG) program is the Paso Del Norte Climate Fellowship. This fellowship was created by the City of El Paso's Office of Climate and Sustainability and was launched in March 2024. It comprises 27 volunteers from across the region, organized into nine teams of three fellows each.

The need for this Scope of work modification for the AECOM led consultant team, was an organic outcome of the desired goal of utilizing this Fellowship program (paid through the CPRG Grant), but augmenting the program into an educational program with a hands on apprenticeship focus. With the additional funds, the fellowship program could go well beyond traditional outreach methods, focusing on empowering local - residents within their own neighborhoods, and ultimately better prepare each fellow to gain career experience and enable them to be in a better position to obtain a professional full-time job.

The fellows will continue to work with partner organizations such as Frontera Land Alliance, the El Paso Community Foundation, Eco El Paso, the Community First Coalition, and various promotora groups to help the engagement and education process of the Climate Action Plan. With this additional MOD and outlined SOW, the fellows will be exposed to an educational component, where they will learn firsthand about the different climate aspects and analysis that is part of the original SOW and will be assigned exercises to help empower them on the topic of climate justice, equity, diversity and inclusion.

Having the opportunity to education the fellows in understanding the technical process and elements of the project, could enable the fellows to better understand the need in collecting their community's insight on climate topics and be able to speak to the community about how their input will play a role in informing the development of El Paso's Climate Action Plan.

Overall, the fellowship program represents a strategic investment in building a more sustainable and inclusive community, with benefits for both the participants and the broader city.

#### Benefits for the Climate Fellows

- Skill Development: Fellows receive specialized training in areas like community engagement, justice, equity, diversity, and inclusion. These skills are valuable not only within the context of climate action but also in a wide range of careers.
- **Networking Opportunities:** The fellowship provides a platform to connect with partner organizations. These connections can open doors to future collaborations and career opportunities.

- **Experience in Climate and Sustainability Projects:** Fellows gain hands-on experience working on climate and sustainability projects, which is increasingly important in today's job market and in addressing climate change.
- **Community Impact:** Fellows have the chance to make a tangible difference in their communities, helping to empower local residents and contributing to a larger climate action plan.
- **Recognition and Visibility:** Participation in a high-profile fellowship program gives fellows a platform to share their work and gain recognition, potentially leading to further opportunities in their career paths.

#### Reasons for the City's Investment

- **Promoting Local Climate Action:** The fellowship serves as a catalyst for local climate action, supporting the city's broader environmental and sustainability goals.
- Engaging the Community: By empowering fellows to work within their neighborhoods, the program
  fosters greater community engagement and helps ensure that climate action plans are developed
  with input from those most affected.
- **Building Partnerships**: The fellowship helps strengthen relationships with key partner organizations, creating a collaborative network that can support the city's sustainability initiatives.
- Data Collection and Analysis: The insights and information gathered by the fellows can be used to shape and improve the city's Climate Action Plan, making it more effective and responsive to local needs.
- **Promoting Equity and Inclusion**: By focusing on justice, equity, diversity, and inclusion, the fellowship demonstrates the city's commitment to addressing social and environmental disparities in its climate policies.
- Developing Future Leaders: Investing in the fellowship program helps develop a pool of skilled and motivated individuals who can take on leadership roles in climate and sustainability efforts, both within the city and beyond.

## **Proposed Scope of Work**

The following outlines the two main elements of this this proposed scope modification. Each element contains a specific milestone and/or deliverables.

#### Element 1: Paso Del Norte Climate Fellowship Educational Program

The consultant team comprising of AECOM and Barracuda Public Relations will augment the existing Fellowship program though the following outlined milestones:

**Discovery Call with the City of El Paso (COEP) and Fellows:** A preliminary meeting is necessary to align on objectives and determine what success means for this fellowship program. This call enables all stakeholders to discuss expectations, outline desired outcomes, and establish a foundation for effective collaboration. AECOM will create a survey prior to the call to identify key areas of interest and guide the development of facilitation materials. AECOM will also prepare the agenda, organize the facilitation materials, and distribute meeting minutes afterward.

**Creation of the Fellowship Program Syllabus:** A detailed syllabus for the entire fellowship program will be drafted and finalized. This document will outline the topics to be covered, the structure of each training session, the learning objectives, and the timeline for the fellowship. The final version of the

syllabus should be presented in a clear, easy-to-follow Word document. Because the Climate Action Plan is expected to be finalized Fall of 2025, the syllabus will contain 15 educational/working sessions that will be led by the AECOM. Two of the educational/working sessions will be lead by Barracuda and these sessions will revolve around public speaking/professional tips/etc.

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**Development of Facilitation Material for Training Sessions**: Each of the 15 training sessions requires tailored facilitation material. This can include presentations, handouts, interactive exercises, discussion prompts, and other resources designed to engage fellows and promote effective learning. The material will align with the syllabus and support the overall goals of the program.

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**Coordination Calls with COEP**: Up to two coordination calls are planned with COEP. These calls serve to discuss progress, address any issues, and coordinate logistics for the training sessions. They ensure that the fellowship program stays on track and meets the city's expectations.

**Meeting in a box kits:** AECOM will create four "meeting-in-a-box" kits. These kits are designed to facilitate community meetings and outreach sessions that can gather input, share information, and encourage community participation. By providing a ready-made solution, it will enable Fellows to conduct meetings easily and collect feedback consistently.

#### Deliverables:

- Conduct a discovery call with COEP and the fellows to clarify goals and define metrics for program success (survey, agenda, facilitation material and meeting minutes).
- Create a syllabus for the fellowship program (draft and final versions in Word format).
- Develop a welcome kit for the fellows.
- Develop facilitation materials for up to 15 training sessions.
- Provide up to two AECOM facilitators to lead each training session.
- Hold up to two coordination calls with the City of El Paso.
- Create up to four meeting in a box kits (draft and final).

#### Assumptions:

- COEP and/or Fellowship Coordinator will coordinate with the Fellows to schedule virtual training sessions. And track attendance of Fellows.
- COEP and/or Fellowship Coordinator will address any questions from Fellows and review assignment submissions.

- COEP and/or Fellowship Coordinator print the welcome kit and distribute it to the Fellows. Barracus Public Relations will share the t-shirt, bottle, binder designs in an editable format.
- COEP and/or Fellowship Coordinator will schedule site visits for the Fellows. (Site visit can include visits to green buildings, urban farms, cooling centers etc. that give fellows the opportunity to tour relevant projects inperson).
- COEP and/or Fellowship Coordinator will coordinate with other organizations to get Fellows further involved in the community and in other organizations.

#### Timeline:

Entire duration of the fellowship program.

### **Element 2: Additional Public Surveys**

Based on the success of the project first public survey (640+ surveys were received) and learning that community members feel empowered when requested to share the survey link to those friends/family/community members who didn't attend the public meetings, it would be to the detriment of the project if a public survey was not made available at each of the remining 5 public meetings.

In addition, knowing that the fellows will be enrolled in an apprenticeship and exposed to the technical workflow of the project, the goal would be to utilize the fellows to identify events where they would feel confident in approaching community members and informing them of the project and getting residents to take the survey.

To ensure inclusivity and reach non-English speaking community members, Fellows will offer bilingual surveys. This effort reflects a commitment to equity and can increase participation among diverse groups. The ability to engage people in their preferred language is critical for building trust and obtaining accurate responses. The following are idea to where the Fellows would be suggested to spread the word of the public surveys:

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**Other Planning Meetings:** Fellows can attend existing community meetings or other local gatherings to conduct surveys. This approach leverages already-planned events, allowing fellows to reach an audience that is already interested in community-related issues. It also provides an opportunity to inform participants about the fellowship program and its goals.

#### Deliverables:

- Up to four draft and final surveys in English (Word document)

- Spanish translation for up to four surveys
- Up to four social media posts and advertisements
- Integration of up to four bilingual surveys into the project website
- Analysis of results for up to four surveys
- Raw data in Excel format for up to four surveys after they close.

### Assumptions:

- COEP and/or Fellowship Coordinator will work with Fellows to identify locations to conduct incept surveys.
- COEP and/or Fellowship Coordinator will print copies of the surveys, if needed. Fellows will handle digitizing any surveys completed on paper.

#### Timeline:

- The additional public surveys are intended to be aligned with the public meetings that are already in the original SOW

#### **Fee Estimate**

	Fee
Paso Del Norte Climate Fellowship Education Program	\$105,128.00
Additional Public Surveys	\$31,896.00
Total	\$137,024.00

### **Project Assumptions:**

- The budget and scope of work outlined in this document pertain exclusively to AECOM and Barracuda Public Relations.
- AECOM will receive a notice to proceed (NTP) no later than June 1, 2024.

CONTRACT MODIFICATION/CHANGE ORDER REQUEST REVIEW and APPROVAL FORM			Team Leader Project Manager				
Contract Information				Bud	get information		
Contract Number			GL Account Number	522150.471.2465.71004.G 522270.190.4825.29130	7124CPRG		
					2. GL Account Balance	414,949 / 1,000,000	
3. Contr	ract Name	Climale Action Pl	an		3. CM/CO Amount	\$ 137,024.	00
4. Origin	nal Contract Price	\$1,239,235			4. Revised Account Balance	\$ 277,925.	00
					5. Budget Analyst	Signature	5/7/2024 Date
	Contract	Modification/Change C	rder History	S Type XV	Time E	xtension Required	
					A. Is time extension requester	d? No	
No.	CM/CO Amount \$ 49,842.00	CM/CO Cumm. Amount \$ 49,842.00	CM/CO% 4%	CM/CO Cumm. %	8. If yes, how much time?	_	
2	\$ 137,024.00	\$ 186,866.00	11%	15%			
3	\$ -	\$ -			C. Is time request warranted?	No	
5	\$ - \$ -	\$ -				Tracking Information	
7	\$ -	\$ -					
8	\$ -	\$ -			Date of Initiation	5/7/20	24
10	\$ -	\$ -			Contractor Proposal Submitted		
11	\$ -	\$ -			Change request to Director		
13 14	\$ -	\$ -				Canada	
15	\$ -	\$ -				Concurrence	
16 17	\$ -	\$ -			Director	Viole .	05/08/2024
18	\$	\$ -				Signatur	Date
19	\$ -	\$ -			DCM	Dionne Mack	, 5/9/24
-	•	to a				Signature /	Date
					Chief Financial Officer	Asjonature Van	5/9/2024 Date
5. Total	of Previous Approve	ed Changes/Modification:	3	\$ 49,842.00	Managing Director of Purchasing	Sylvators	2019
6. Curre	ent Contract Amount			\$ 1,289,077.00	& Strategic Sourcing	Signature	Date
	osed Cost of Current Proposed Current C	t Change/Modification		\$ 137,024.00 11%	The City Manager's signature is require \$50,000. The Purchasing & Strategic S modifications or change orders below \$	ourcing Director's signature is requir	
	·	Current Change/Modific	ation	14%	715		5/9/2024
10. Proposed Revised Total Cost \$ 1,426,101.00			Signature		Date		
Description of Proposed Change							
Contract modification to increase funding by \$137,024.00 and to include additional tasks under "Attachment A - Scope of Services" of this AECOM, Inc Climate Action Plan agreement realting to the Paso Del Norte Fellowship Program. Modififcations under Attachment A, include the addition of the following componenets: (a) paso del Norte Climate Fellowship Education Program in the amount of \$105,128.00; (b) Additional Public Surverys in the amount of \$31,896.00.							
Budget Amendment   Date     PeopleSoft Change Against Original P.O.   Date     New P.O. entered into PeopleSoft   Date							

THE STATE OF TEXAS	)	AMENDMENT TO AGREEMENT FOR
	)	PROFESSIONAL SERVICES
	)	WITH AECOM TECHNICAL SERVICES, INC.
COUNTY OF EL PASO	)	

This Amendment to the Agreement for Professional Services ("Amendment") is made on \_\_\_\_\_\_\_,2024 ("Effective Date") and is between the CITY OF EL PASO, a municipal corporation under the laws of the State of Texas (hereinafter referred to as the "City") and AECOM Technical Services, Inc. (hereinafter referred to as the "Consultant")

**WHEREAS**, on January 3, 2024, the City and the Consultant entered into an Agreement for Professional Services (the "**Agreement**"); and

**WHEREAS**, on April 28<sup>th</sup>, 2024, parties amended the Agreement to receive professional support for the development of the proposal submitted under the Environmental Protection Agency (EPA) CPRG II grant program and increase the funding by \$49,842; and

**WHEREAS**, the parties wish to amend the Agreement to increase the funding amount by \$137,024 and to revise "Attachment A – Scope of Services" to include tasks needed for the administration of the Paso Del Norte Fellowship Program as required under the Climate Action Plan.

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

1. The 1<sup>st</sup> sentence of Article II, Section 3.1 PAYMENT TO CONSULTANT. is revised to read as follows:

The Owner shall pay to the Consultant an amount not to exceed \$1,426,101 for all services and reimbursables performed pursuant to this Agreement.

- 2. Program Scope attached to the Agreement as Attachment "A" is revised to include the <u>Paso</u> <u>Del Norte Climate Fellowship AECOM Proposed Scope of Work and Budget for El Paso Climate Action Plan (Project Modification #2)</u>, dated May 6<sup>th</sup>, 2024 and attached to this Amendment as Exhibit A.
- 3. Except as expressly amended by this Amendment, the Agreement remains in full force and effect as written therein.

IN WITNESS WHEREOF, the parties have hereunto set their hand this, 2024.		
	<u>CITY</u> : CITY OF EL PASO:	
	Cary Westin City Manager	
	Date signed:/	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
Juan S. Gonzalez Assistant City Attorney	Nicole Ferrini, Climate & Sustainability Community and Human Development Dept.	

[Subrecipient signature begins on the following page]

[Consultant Signature Page]

AECOM Technical Services, Inc.

Name: Victor De la Garza

Title: Vice President Traffic/ITS Texas

Date signed: 05 /13 2024

### Exhibit A

<u>Paso Del Norte Climate Fellowship AECOM Proposed Scope of Work and Budget for El Paso</u>
<u>Climate Action Plan (Project Modification #2)</u>
dated May 6<sup>th</sup>, 2024

### Paso Del Norte Climate Fellowship

AECOM Proposed Scope of Work and Budget for El Paso Climate Action Plan

(Project Modification #2) May 6<sup>th</sup>, 2024

### **Project Understanding**

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Entire duration of the fellowship program.

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#### Deliverables:

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- Spanish translation for up to four surveys
- Up to four social media posts and advertisements
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- Analysis of results for up to four surveys
- Raw data in Excel format for up to four surveys after they close.

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- COEP and/or Fellowship Coordinator will work with Fellows to identify locations to conduct incept surveys.
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#### Timeline:

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#### **Fee Estimate**

	Fee
Paso Del Norte Climate Fellowship Education Program	\$105,128.00
Additional Public Surveys	\$31,896.00
Total	\$137,024.00

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- The budget and scope of work outlined in this document pertain exclusively to AECOM and Barracuda Public Relations.
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### El Paso, TX

### Legislation Text

File #: 24-713, 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.

Tod Grice to the Open Space Advisory Board by Representative Isabel Salcido, District 5.



# Board Appointment Form City Clerk's Office

### **REVIEWED**

By City Clerk's Office at 12:27 pm, May 14, 2024

Appointing Office	Representative Isabel Salcido, District 5
Agenda Placement	Regular
Date of Council Meeting	05/21/24
Name of Board	Open Space Advisory Board
	Agenda Posting Language
Appointment of Tod Grice to Salcido, District 5.	o the Open Space Advisory Board by Representative Isabel
Appointment Type	Regular
	Member Qualifications
Nominee Name	Tod Grice
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 7
City Employed Relatives	N/A
	Board Membership
N/A	
	Real estate owned in El Paso County
N/A	
Previous Appointee	Yvonne Camacho
Reason for Vacancy	Term Expired
Date of Appointment	05/21/24
Term Begins On	07/01/23
Term Expires On	06/30/27
Term	First Term

Tod Grice El Paso, Texas

### **Key Competencies**

Dynamic sales professional with a demonstrated commitment to results and a drive to create meaningful impact. Proven record of excellence in sales and management roles.

#### **Experience**

CARR Real Estate / Commercial Healthcare Real Estate Advisor September 2021 - PRESENT, Texas & New Mexico

- Champion the interests of healthcare clients in commercial real estate transactions.
- Build and maintain relationships with healthcare professionals, landlords, brokers, bankers, lawyers, and contractors.
- Collaborate with healthcare vendors to share best practices and drive sales.
- Commercial lending, Legal document preparation

Sabbatical / Family Illness

January 2019 to January 2020

- Closed my Houston, Texas staffing business.
- Moved from Houston to El Paso while engaging in various contract positions.
- · Attended and managed legal and family matters.

PrideStaff / President and Owner February 2018 to December 2018, Houston, Texas (Due to a family emergency in El Paso, I made the decision to sell the business.)

- Acquired an underperforming staffing franchise projected to yield \$80K in revenue and generated \$1.1 millions dollars of revenue in 11 months.
- Earned the 5 Star Award for outstanding Gross Profit growth from the franchise corporate office.
- Elevated customer service resulting in Google reviews from 1 to 4.7 stars.
- Developed business plan, pro forma and financial data for corporate reporting.

Penn Apartment Staffing / VP of Operations & Sales January 2017 – January 2018, Houston, Texas

- Responsible for rebuilding relationships with client managers.
- Increased revenue by 33% and Gross Profit by 25% in 2017, surpassing the previous year by penetrating into new markets.
- Recognized for achieving the company's highest revenue and gross profit.
- Pioneered entry into new markets, enhancing the company's market presence.

BG STAFFING / Vice President of Operations August 2009 – January 2016, Houston, TX

- Spearheaded business development and fostered enduring client relationships to sustain revenue.
- Mentored and directed staff to optimum performance and meet utilization corporate goals.
- Advanced steady growth of the business and revenue through innovative marketing efforts and confidently achieving targets.
- Increased branch internal staff from two associates and \$2M in revenue to 12 associates and \$11M, from 2009 to 2016.
- Promoted from Branch Manager in 2009 to Area Manager in 2012, providing business development to Phoenix and Denver locations; progressing to Vice President of Operations overseeing 37 employees and 4 markets.

### **Military Service**

- Army
- Infantry & Automated Logistical Specialist

### **Education**

- Texas Tech University / BA in Communication Studies Lubbock, Texas
- UTEP / Extended Program Streetwise MBA El Paso, Texas

### **Computer Skills**

- Computer and tech savvy: ability to effectively work in Microsoft Word, Outlook, Excel.
- CRM Experience: Avionte, Bullhorn and Salesforce.

### El Paso, TX

### Legislation Text

File #: 24-714, 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.

Andrea Uribe to the Building and Standards Commission by Representative Isabel Salcido, District 5.



# Board Appointment Form City Clerk's Office

### **REVIEWED**

By City Clerk's Office at 12:36 pm, May 14, 2024

Appointing Office	Representative Isabel Salcido, District 5
Agenda Placement	Regular
Date of Council Meeting	05/21/24
Name of Board	Building and Standard Commission
	Agenda Posting Language
Appointment of Andrea Uribe Isabel Salcido, District 5.	e to the Building and Standard Commission by Representative
Appointment Type	Regular
	Member Qualifications
See resume	
Nominee Name	Andrea Uribe
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 1
City Employed Relatives	N/A
	Board Membership
N/A	
	Real estate owned in El Paso County
N/A	
Previous Appointee	Juan Uribe
Reason for Vacancy	Term Expired
Date of Appointment	05/21/24
Term Begins On	11/01/22
Term Expires On	10/31/24
Term	Unexpired Term
<del></del>	<u> </u>





### **EDUCATION**

Bachelor of Design Miami International University of Art and Design

2009 - 2012 Summa Cum Laude

### **EXPERTISE**

Real Estate

Adobe Illustrator

Adobe Photoshop

Graphic Design

Marketing

### LANGUAGE

English

Spanish

## ANDREA URIBE

Real Estate

### **ABOUT ME**

My goal is to continue to develop professionally in my Real Estate career in my hometown, El Paso, Texas.

### **WORK EXPERIENCE**

O Team Juan Uribe, LLC. El Paso, TX

July 2022 - June 2023

- · Involved in Research for real estate and customer care.
- After obtaining my license in October 2022, assisted in sales and closing over 15 transactions.

### Maskologie El Paso, TX

Small Boutique Owner

March 2020 - March 2121

- Sold over 7,000 handmade facemasks during COVID.
- Designed masks for men, women and children and sold to small boutiques in semi-large quantities.
- Sourced fabric and materials.
- Made and maintained relationships with factories in Mexico for small productions.

### HomeCookin' San Francisco, CA

Startup Company Chief Creative

Jul. 2015 - Sept. 2016

- Led all elements of the creative process: not limited to but including the design of the website, logo, marketing materials and packaging as well as the development of photography assets used for website and marketing collateral.
- Managed and executed photo-shoots with independent sellers (chefs etc.) which included the coordination of location, styling of the setting, as well as resource allocation and budgeting.
- Led social media strategy related to Facebook, Instagram as well as the HomeCookin' blog.

### Sano Design Services New York, NY

Textile Design Artist

August 2013 - June 2015

- Executed textile designs for top apparel and furniture companies to be used in New York fashion week.
- Main clients included Anthropologie, DKNYC, RegattaUSA, Burkman Brothers, and other well-known designers.
- Textile prints included placement art, conversationals and repeat patterns.
- Cleaned and reworked existing textile prints.
- Re-colored prints utilizing CAD software.
- Research markets to identify new trends, fabrics and techniques.
- · Source fabrics and trims for design development and production.

### El Paso, TX

### Legislation Text

File #: 24-721, 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.

Vanessa Tena to the Museums and Cultural Affairs Advisory Board by Representative Isabel Salcido, District 5.



# Board Appointment Form City Clerk's Office

CITY OF EL PASO	K'S Office
Appointing Office	Representative Isabel Salcido, District 5
Agenda Placement	Regular
Date of Council Meeting	05/21/24
Name of Board	Museums and Cultural Affairs Advisory Board
	Agenda Posting Language
Appointment of Vanessa Te	ena to the Museums and Cultural Affairs Advisory Board by ido, District 5.
Appointment Type	Regular
	Member Qualifications
Nominee Name	Vanessa Tena
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 6
City Employed Relatives	N/A
	Board Membership
N/A	
	Real estate owned in El Paso County
Previous Appointee	Daniel Valdez
Reason for Vacancy	Term Expired
Date of Appointment	05/21/24
	05/21/24 10/01/23
Date of Appointment Term Begins On Term Expires On	

# VANESSA **TENA**

MRS. TEXAS EARTH 2022-2023



### EXPERIENCE

PUBLIC AFFAIRS DIRECTOR El Paso County Sheriff's Office

**SENIOR POLICY ADVISOR**Office of the County Judge

**SENIOR ACCOUNT EXECUTIVE**Spectrum Reach Charter Communication

DIRECTOR OF SALES & OPERATIONS El Paso's Farm Land

MEDIA ADVERTISING / PR INTERN
Sanders\Wingo Advertising Agency

### SKILLS

- Team management & activation
- · Storytelling & Interpretation of Data
- Tactical Transactional Negotiation
- Motivational Coaching Leadership
- Critical Design Thinking
- Master of Digital Platforms; SEO,
   Paid Advertising, Web Conversions
- Resilient and Flexible
- · Goal oriented Problem-Solving
- Computer Literacy, Google Certified

### EDUCATION

## UNIVERSITY OF TEXAS AT EL PASO

MA, Leadership Studies 2016 BA, Media Advertising/ Business 2014 Coursework/Certifications:

- Google Certification
- Multimedia Ad Campaigns
- PSS: Professional Selling Skills

### **BOARD MEMBER**

Public Relations of the Southwest Language Acquisition Research Foundation Pioneers 21: Venture Incubators

## PROFILE

Public Relations, Media and Digital Marketer with Professional Selling Skills and Formal Leadership training. Looking to apply my 12+ years of strategic media marketing and communication experience by serving as Marketing Manager and a subject matter expert/liaison for the organization to provide innovation, strategy and activate opportunities that educate, nurture and enable a positive relationship with the consumer and stakeholders towards goal attainment.

### PERFORMANCE & VALUE

- Skilled at developing crisis communication plans, managing sensitive information, and mitigating risks to protect the reputation of organizations.
- Worked with public and private sectors, equipped with a comprehensive understanding of effective PR techniques, crisis management, and media relations
- Managed the production and external communication delivery of multiscreen ad campaigns and press releases, including brand awareness and lead generation tactics resulting in increased client engagement and revenue
- Successfully handled numerous challenging situations, offering calm and composed leadership during times of crisis.
- Simplified the complex to key stakeholders and decision makers to consistently secure YOY ad budget increase
- Partnered with the Business Development and Strategy and Activation teams to develop strategies around Betas and Proof of Concept ideas and serve as the client lead
- Productively tolerated ambiguity and handled multiple changing priorities with ease
- Developed strong client relationships and constantly built personal network within the industry including community event management
- Mastered the nuances of a large multi-media sales organization and how to make things happen in a highly matrixed organization - exhibiting a strong organizational navigation ability
- Gathered qualitative feedback with data driven approve to proactively identify opportunities, enhance existing strategy and test theories
- Supervised digital campaigns, analytics and research of ecommerce strategy resulting in consistent web conversion and revenue increase
- Stayed current on digital platforms, technical markets, pricing models, measurement platforms, technology trends, customer buying patterns / budgeting across all media platforms including but not limited to television, streaming, display, video, search and data integrations

### El Paso, TX

### Legislation Text

File #: 24-718, 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.

Appointment of Miguel (Mike) Rosales to the Veterans Affairs Advisory Committee by Representative Henry Rivera, District 7.



# Board Appointment Form City Clerk's Office

### **REVIEWED**

By City Clerk's Office at 4:12 pm, May 14, 2024

Appointing Office	Representative Henry Rivera, District 7
Agenda Placement	Consent
Date of Council Meeting	05/21/24
Name of Board	Veterans Affairs Advisory Committee
	Agenda Posting Language
	e) Rosales to the Veterans Affairs Advisory Committee by
Representative Henry Rivera Appointment Type	Regular
, франция туро	Member Qualifications
See Resume	
Nominee Name	Miguel (Mike) Rosales
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 7
City Employed Relatives	N/A
	Board Membership
N/A	
	Real estate owned in El Paso County
Previous Appointee	Jusitn Rotti
Reason for Vacancy	Term Expired
Date of Appointment	05/21/24
Term Begins On	05/21/24
Term Expires On	05/20/28
Term	First Term
Date of Appointment Term Begins On Term Expires On	05/21/24 05/21/24 05/20/28

### MIGUEL ROSALES

### PROFESSIONAL SUMMARY

Successful and seasoned insurance professional with expertise in providing wide range of high-quality insurance solutions. Possesses deep knowledge of insurance industry with extensive experience assessing customer risk and providing tailored solutions to meet needs. Adept at building trust with clients, providing guidance and financial advice, and delivering outstanding service to the community.

I have been married to my wife Cecilia for 58 years, and am a father of 5, grandfather and great grandfather.

#### SKILLS

- Client Relations
- Client Retention
- Customer Service
- Account Management
- Operations Management
- Asset protection expertise
- Client needs analysis

- Life Insurance
- Policy Knowledge
- Territory expansion
- Business Planning
- Industry Regulations
- Professionalism and Ethics

### WORK HISTORY

04/1971 to Current

### **Insurance Agent**

State Farm – El Paso, TX

- Increased client satisfaction by providing personalized insurance solutions tailored to individual needs.
- Built strong relationships with clients through consistent communication and excellent customer service.
- Expanded client base by actively prospecting for new business opportunities and generating referrals.
- Efficiently managed policy renewals, ensuring timely processing and accurate coverage updates.
- Streamlined administrative tasks, improving overall office efficiency and productivity.
- Resolved complex claims issues, advocating on behalf of clients to ensure fair settlements.
- Developed comprehensive knowledge of various insurance products, enabling effective recommendations for clients" unique situations.
- Conducted thorough policy reviews with existing clients, identifying gaps in coverage and offering additional protection options when necessary.
- Educated clients on the importance of adequate insurance coverage, fostering trust 169

- and loyalty among the existing client base.
- Established a solid reputation within the community as a knowledgeable and reliable resource for all things insurancerelated.
- Maintained accurate records of all transactions, ensuring compliance with company policies and regulatory requirements.
- Assisted clients in navigating the often complex claims process, ensuring they
  received fair and timely resolutions.
- Built relationships with clients using active listening and issue resolution to provide excellent service.
- Maintained high standards of customer service by building relationships with clients.

### 10/1992 to 03/2003 Agency Manager

### State Farm Insurance – Dallas, TX

- Increased agency revenue by implementing effective sales strategies and coaching team members on best practices.
- Developed strong relationships with key clients, resulting in increased client satisfaction and retention rates.
- Streamlined internal processes to improve overall efficiency and reduce operating costs for the agency.
- Recruited trained, and mentored a high-performing team of insurance agents, fostering professional growth and development.
- Collaborated with cross-functional teams to develop innovative products and services tailored to customer needs.
- Achieved consistent year-over-year growth in both revenue generation and client acquisition through strategic planning and execution.
- Established clear performance metrics for the team, providing regular feedback and coaching to drive continuous improvement.
- Maintained compliance with industry regulations by conducting regular audits of policies, procedures, and employee practices.
- Led monthly team meetings to review performance metrics, address challenges, and celebrate successes as a cohesive unit.
- Optimized resource allocation by monitoring agent productivity levels and adjusting staffing as needed for maximum efficiency.
- Leveraged technology platforms for efficient management of client accounts, policy changes, claims processing, and billing inquiries.
- Facilitated open communication channels within the agency environment that promoted collaboration towards shared goals among staff members.

### 08/1988 to 02/1992 Agency Consultant

#### State Farm – Dallas, TX

- Developed and implemented successful sales strategies for increased revenue and market share in the insurance sector.
- Managed a team of insurance agents, providing training and support to maximize sales performance and customer service quality.

- Collaborated with cross-functional teams to develop new insurance products tailored to specific target markets.
- Evaluated risk profiles for clients, ensuring appropriate levels of coverage while minimizing potential losses for the company.
- Maintained strong relationships with key industry partners, leading to valuable networking opportunities and advantageous collaborations.
- Monitored industry trends, adjusting pricing models accordingly to maintain competitiveness within the market landscape.
- Spearheaded projects aimed at improving operational efficiency across various functional areas within the organization.
- Ensured compliance with all regulatory requirements by staying up-to-date on changes in legislation affecting the insurance industry.
- Analyzed business processes to identify cost savings and operational efficiencies.
- Supported financial director with special projects and additional job duties.
- Complied with established internal controls and policies.
- Designed and maintained financial models to identify and measure risks.
- Reviewed historical records, current operational data and forecasting information to identify and capitalize on system enhancement opportunities.

#### **EDUCATION**

05/1966

**BBA** 

Texas Western College - El Paso, TX

05/1961

El Paso High School - El Paso, TX

### MILITARY SERVICE

- Drafted into United States Army- Infantry 1966 1968, 3rd Corps Artillery Command, Ft. Sill Oklahoma
- Officer Candidate School July 1967
- Deployed to Vietnam July 1968 1969
- Completed Service with rank of Captain 1970

### COMMUNITY INVOLVEMENT

- Leadership El Paso
- YMCA Metro Board
- Sun Bowl Association Advisory Board
- LULAC
- Project Amistad
- Hispanic Chamber of Commerce Founding Member
- UTEP Alumni Association Board
- Board of First Tee
- State Farm Political Action Network

- YISD School Board
- El Paso Central Appraisal District
- Mexican American School Board Association

### PERSONAL STATEMENT

I enrolled for VA Benefits over 3 years ago due to a change in my body. For 50 some years I heard the horror stories of veterans of how they were treated, and I was very hesitant to even enroll.

I am currently declared disabled, certain ailments have been ignored and I continue to struggle to attain compensation with issues that originated while in military duty. It has not been easy to deal with the bureaucracy and inefficiency of the VA, not to mention some arrogance along the span of these past years.

I want to serve with the sole intension of assisting other veterans that need help. I am honored to even be considered.

### El Paso, TX

### Legislation Text

File #: 24-723, Version: 1

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

### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

#### AGENDA LANGUAGE:

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

Terry M. Breaux to the Animal Shelter Advisory Committee by Representative Joe Molinar, District 4.



# Board Appointment Form City Clerk's Office

**REVIEWED** 

By City Clerk's Office at 12:59 pm, May 15, 2024

Appointing Office	Representative Joe Molinar, District 4
Agenda Placement	Consent
Date of Council Meeting	05/21/24
Name of Board	Animal Shelter Advisory Committee
	Agenda Posting Language
Appointment of Terry M Brea	aux to the Animal Shelter Advisory Committee by Representative
Appointment Type	Regular
	Member Qualifications
See resume.	
Nominee Name	Terry Michael Breaux
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 5
City Employed Relatives	N/A
	Board Membership
Fair Housing Task Force fro	m 2013 to 2016.
	Real estate owned in El Paso County
Previous Appointee	Ron Comeau
Reason for Vacancy	Resigned
Date of Appointment	05/21/24
Term Begins On	06/27/23
Term Expires On	06/21/27
Term	Unexpired Term

### Terry Michael Breaux, M.S.

### **Director-Law Enforcement**



Positive and accomplished law enforcement leader, with 26+ years of highly skilled experience in building and executing strategies designed to ensure safety and protection across public and private sectors. Expertise effectively engaging with law enforcement, public safety and regulatory agencies, promoting safety initiatives through management and leadership. Experience in all facets of data analysis, with the ability to create consistent workflow resulting in organizational success. Qualified director, able to proactively manage law enforcement operations across Homeland Security, Customs, and Border Protection divisions.

### QUALIFICATIONS SUMMARY

- Adept in leading comprehensive law enforcement operations as a manager and supervisor, successful
  in managing a diverse range of teams complemented by a distinguished career within the United
  States military.
- Expertise driving performance through the identification and implementation of procedures created to mitigate risks and increase productivity.
- Dedicated professional, able utilize strong interpersonal and problem-solving skills in managing budgets, allocating resources and identifying resolutions leading to operational growth.
- Proficient training instructor with a proven ability to build teams throughout complex, challenging legal environments.

#### PROFESSIONAL EXPERIENCE

## Veteran Administration Hospital l Volunteer 2021-Present

El Pasoans Fighting Hunger Food Bank   Volunteer Member	2018 - 2021
Del Sol Church Hospital Meal Ministry   Volunteer Member	2016
Del Sol Church Bread Ministry   Volunteer Member	2012 - 2018

### Homeland Security, Washington, D.C. Program Manager

2016 - 2017

Executed the design and launch of agency-wide programs, utilizing quality leadership in deploying strategic goals aligned with organizational objectives Leveraged strong interpersonal and communication skills in managing senior leaders throughout the chain of command. Designed detailed plans for projects, and agency programs, effectively meeting all performance metrics. Established recommendations for process improvements across multiple programs. Utilized key resources in identifying and resolving operational issues, while addressing future concepts related to program success.

- Maximized project performance through operational management, budget oversight and team administration.
- Developed new programs including Peer Support, Chaplaincy, and the Honor Guard.
- Facilitated teamwork in accomplishing primary mission goals throughout the United States.
- Recruited and trained cross-functional teams in meeting project objectives on time and under budget.
- Effectively assessed program performance, optimizing ROI project milestones.

## Customs and Border Protection, El Paso, TX Officer/Temp Supervisor

1997 - 2014

Expedited daily assignments through supervision and leadership of up to 45 officers, protecting and serving the mandates of the United States government. Successfully enforced legal matters related to economic security, and border protection while monitoring and resolving criminal violations.

Facilitated high quality leadership and performance development in managing three Customs Processing Stations consisting of over 20 personnel, 12 vehicles, inventory, and eight personal investigation sections. Managed all aspects of detainment, conducting inspections and investigations in coordination with Customs Inspectors, I&NS, Department of Agriculture and additional agencies. Directed cross-functional teams in enforcing customs, immigration and agricultural regulations while performing inspections and analysis to ensure legitimate travel.

- Effectively assessed a variety of situations throughout multiple environments, coordinating decisions with additional divisions and agencies in regulating individual and baggage entrance to the United States.
- Served within temporary positions including Supervisory Customs and Border Protection, facilitating decisions based upon assessments related to data collected in ensuring legal justifications.
- Provided exceptional leadership as the Canine Supervisor and Team Leader for up to 180 staff in addition to serving within temporary duty stations as a Liaison Officer with the Customs and Border Protection Headquarters located in Washington, D.C.
- Participated in over 600 narcotic seizures, detecting multiple attempted illegal entries within the United States.
- Established compassionate team assistance, providing insightful support as the Chaplain Team Leader and Regional Supervisor for nine Peer Support Specialist throughout three port of entry locations. Results instilled education, advice, and religious support to a diverse range of law enforcement.
- Leveraged data results from strategic and tactical actions including volunteer data in tailoring the design of new processes structured to promote personal and career progress and accountability.
- Engaged teams utilizing community resources, assisting individuals throughout recovery procedures.

• Initiated occupational safety standards as a member of the Safety Committee for the Customs and Border Protection at the Santa Teresa Point of Entry, conducting investigations of accidents, identifying cause while implementing future preventative action. Evaluated Environmental, Safety, and Health and HAZMAT program effectiveness, introducing process improvements as required based upon organizational objectives.

## Supervisory Chief Custom Border Agent, Kaiserslautern, Germany, APO 2006 – 2008

Facilitated quality leadership as a senior level manager, supervising key areas of six Custom Host Nation, Customer Service Branch, and Customs Inspector Teams. Directed statistical evaluation of data results, managing program and operational situations throughout diverse environments. Developed and launched organizational objectives based upon mission assignments. Managed the performance of daily workflow, investigating special entities, military personnel, civilians and agencies related to Customs initiatives. Effectively enforced complex regulations through search, analyzation, and interpretation of guidance materials based upon host nation and customs laws.

- Administered leadership as a Program Manager Customs Border Clearance Agent, directing the Customs Inspector Certification Program under the Department of Defense U.S. Army. Trained and scheduled teams for participation through the local field office in Germany.
- Initiated vital policies, rules and regulations in supporting administrative and operational objectives.

#### MILITARY EXPERIENCE

### **United States Army**

21 years of military service, managing over 900 soldiers, and 2,000 dependents throughout diverse combat and administrative environments. Executed military combat leadership in supervising and managing the deployment of over 267 soldiers in support of "Restore Hope" located in Somalia, Africa.

### US. Army Military Police First Sergeant, Fort Bliss, Texas

SCOPE OF ACCOUNTABILITY: Commanded a Company of 267 Military Police; the 1st line command for the police station. Responsible for the section carrying out investigations such as thefts, criminal damage, assaults and traffic accidents and the compilation of case files. Responsible for the correct procedures being followed by members of section in the recovery and handling of criminal exhibits and property ensuring both integrity and safe custody.

- Assisted in the training of Junior NCOs and took a particular interest in the sporting, social and welfare matters of the section. Responsible for section whilst deployed; in addition for establishing and maintaining good working relationships with contemporaries within the civil police, with senior ranks of units in the Detachment area.
- <u>ADMINISTRATIVE MANAGEMENT</u>: Responsible for administration duties such as section duty forecasts, returns, checking and maintenance of weapons, clothing, equipment, radios and vehicles

belonging to the section. Advised the Platoon Commander on the progress of Junior NCOs under command. Provided written and verbal briefs on the results and progress of investigations to his/her superiors and external, non-police agencies.

- <u>EXPERTISE/ KNOWLEDGE</u>: Planned, organized and coordinated plans and exercises for the division brigade staff. Coordinated and directed the Exercise Branch in support of scheduling with incoming USAREUR, USEUCOM, JCS, DA and NATO. Analyzed evaluated and oversaw the effectiveness and efficiency of the command's Military Decision Making Process.
- Streamlined After Action Reviews (AAR) plans and exercises to identify problems and collectively recommended solutions for future operations. Investigated suspicious activities and violations of the Uniform Code of Military Justice, apprehended suspects, collected and preserved evidence ensuring investigations not compromised. Conducted interrogations and interviews obtaining information and statements from suspects, witnesses and victims.
- Executed military combat leadership in supervising and managing the deployment of over 267 soldiers in support of "Restore Hope" located in Somalia, Africa.

### US. Army Military Police Acting Sergeant Major For Hamilton, Brooklyn New York

- New York Area Headquarters Command encompasses Fort Hamilton/Fort Totten. Responsible for the health, welfare, training, development, readiness, moral and discipline of four subordinate Military Police Battalion units; Directly supervised and managed over 900 soldier and civilian worked, comprised of 28 military occupational career fields; Provided efficiency reports for 37 subordinate leaders as a rater, endorser, reviewer; enforced all command policies and procedures; advised Battalion Commander on all enlisted matters; responsible for equipment, supplies and budget over \$6.3 million. Assigned Collateral Duties are: Senior Advisor for Senior Enlisted Council, Equal Opportunity Advisor, and Advisor for NY City Better Opportunity for Single Soldier Council, Post Community Club, and Chairperson for Family Advocacy Program, actively involved in the Big Brother program.
- SPECIALIZED EXPERIENCE: Served in various capacities for the U.S. Army including, Law Enforcement Supervisor, Canine Kennel Master, Police Chief, Training Sergeant, Drug Enforcement Supervisor, Senior NCO Training Officer, Nuclear Biological Chemical Officer, Traffic Supervisor, and Senior Equal Employment Opportunity Supervisor. Progressively assigned to higher-level responsibilities encompassing all aspects of learning and education, training and experience as a Supervisor.
- <u>SCOPE OF ACCOUNTABILITY</u>: Commanded a section of Military Police; the 1st line command for the police station. Responsible for the section carrying out investigations such as thefts, criminal damage, assaults and traffic accidents and the compilation of case files. Responsible for the correct procedures being followed by members of section in the recovery and handling of criminal exhibits and property ensuring both integrity and safe custody.

- Assisted in the training of Junior NCOs and took a particular interest in the sporting, social and
  welfare matters of the section. Responsible for section whilst deployed; in addition for establishing
  and maintaining good working relationships with contemporaries within the civil police, with senior
  ranks of units in the Detachment area.
- <u>ADMINISTRATIVE MANAGEMENT</u>: Responsible for administration duties such as section duty forecasts, returns, checking and maintenance of weapons, clothing, equipment, radios and vehicles belonging to the section. Advised the Platoon Commander on the progress of Junior NCOs under command. Provided written and verbal briefs on the results and progress of investigations to his/her superiors and external, non-police agencies.
- <u>EXPERTISE/ KNOWLEDGE</u>: Planned, organized and coordinated plans and exercises for the division brigade staff. Coordinated and directed the Exercise Branch in support of scheduling with incoming USAREUR, USEUCOM, JCS, DA and NATO. Analyzed evaluated and oversaw the effectiveness and efficiency of the command's Military Decision Making Process.
- Streamlined After Action Reviews (AAR) plans and exercises to identify problems and collectively recommended solutions for future operations. Investigated suspicious activities and violations of the Uniform Code of Military Justice, apprehended suspects, collected and preserved evidence ensuring investigations not compromised. Conducted interrogations and interviews obtaining information and statements from suspects, witnesses and victims.
- SPECIALIZED EXPERIENCE: Served in various capacities for the U.S. Army including, Law Enforcement Supervisor, Canine Kennel Master, Police Chief, Training Sergeant, Drug Enforcement Supervisor, Senior NCO Training Officer, Nuclear Biological Chemical Officer, Traffic Supervisor, and Senior Equal Employment Opportunity Supervisor. Progressively assigned to higher-level responsibilities encompassing all aspects of learning and education, training and experience as a Supervisor.
- \_
- Military Police Acting Sergeant Major, Brooklyn, NY
- Military Police First Sergeant, Fort Bliss, TX
- Junior Reserve Officer Training Cadet Instructor, Detroit, MI
- Supervisory Chief Custom Border Agent, ESFC Europe

### **EDUCATION**

### Master of Science, Occupational Health and Management

Columbia Southern University • Orange Beach, AL • 2014

### **Bachelor of Arts, Criminal Justice**

Excelsior College - Albany, NY - 2008

#### **CERTIFICATIONS**

- SAP BOE310, BOE320, BOE330 Business Administration Certification, 2017
- SAP Business/Administration Certification, 2015
- Troops to Teacher Certification, 2014
- Upper-level Certification in Occupational Safety and Health, 2012
- Peer Support Specialist, Customs and Border Protection, El Paso Texas, 2010
- Program Manager Certified, Department of Defense, 2006
- Customs Certification, Department of Defense, 2006
- Homeland Security Certification, Excelsior College, 2006
- Customs and Border Protection Canine Officer Certified, Customs and Border Protection, 2003
- Mediator Certification, Southwest Mediation Academy, 2001
- Physical/Installation Security Inspector Certification, U.S. Army, 2001
- Customs and Border Protection Officer Certified, Customs and Border Protection, 1997

### PROFESSIONAL TRAINING

- El Paso Basic/Advanced Leadership Academy, 2016
- El Paso Neighborhood Leadership Academy, 2013
- Improvise Explosive Devices Custom and Border Protection, 2012
- Chaplain Customs and Border Protection, 2012
- Peer Support Specialist, Customs and Border Protection, El Paso Texas, 2010
- Customs and Border Protection Academy, 2006
- Portal/ Fixed (VACIS) Gamma Ray Inspection System, Customs and Border Protection, 2005
- Agricultural Fundamentals, 2005
- Immigration Law Review, 2005
- Basic Canine Narcotic Detection Course # 5008 Field Training, 2004
- New Leader Program, United States Department of Agriculture School, 2004
- Federal Employees EEO Training, 2002
- Industrial Electrician, Western Technical Institute, 2000
- Canine Enforcement Officer/ Narcotics Detector Dog Academy, CETC Front Royal, VA, 1997-2004

### **AFFILIATIONS**

- Member, El Paso Fair Housing Task Force, 2011 Present
- Mediator, (Pro Bono), El Paso Dispute Resolution Center, TX, 2001 to 2002

### **HONORS AND AWARDS**

 Military Awards | Meritorious Service Medal | Army Commendation Medals | Army Achievement Medals | National Defense Service Medals | Expeditionary Service Medals

<sup>\*</sup>Additional Certifications Available

<sup>\*</sup>Additional Training Information Available

- Letters of Appreciation/Commendation for Outstanding Leadership, Motivation and Superior Performance as Military Police; Sergeant Major, First Sergeant, Station Commander, Operation Sergeant, Platoon Sergeant, and Squad Leader. Meritorious Service Medals for exceptional service in working in a myriad of leadership positions as a Military Police Officer, Police Station Commander, and Operations Sergeant.
- Army Commendation Medal, Certificates of Achievement, Humanitarian Service Medal for Exceptional Service and Leadership while serving in key Leadership position in Southwest Asia (Desert Storm Desert Shield) and (Somalia Africa in Restore Hope).
- Army Commendation Medals for outstanding work performance and exceptional service in working in a myriad of leadership positions as a Military Police Officer, First Sergeant, and Sergeant Major for Military Police Battalion and Company; Military Police Station Commander; Provost Marshal Operations Sergeant.

# El Paso, TX

# Legislation Text

File #: 24-677, 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 Melissa Epperson, in the amount of \$3,100.36 for an overpayment made on January 20, 2024 of 2023 taxes, Geo. # N425-999-0180-1700. 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: May 21, 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:

A refund to Melissa Epperson, in the amount of \$3,100.36 for an overpayment made on January 20, 2024 of 2023 taxes, Geo. # N425-999-0180-1700. 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:**

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:

Council has considered this previously on a routine basis.

### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_NO

PRIMARY DEPARTMENT: Tax Office SECONDARY DEPARTMENT: N/A

**DEPARTMENT HEAD:** 

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



TAX OFFICE

# MARIA O. PASILLAS, RTA CITY OF EL PASO TAX ASSESSÓR COLLECTOR

MAR 13 2024

221 N. KANSAS, STE 300 EL PASO, TX 79901 PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

Geo No. N425-999-0180-1700 Prop ID 341266

Legal Description of the Property

18 NORTH HILLS #5 LOT 17 (6518.30 SQ FT)

4664 LOMA GRANDE DR

OWNER: EPPERSON JOHN E

2023 OVERAGE AMOUNT \$3,100.36

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

MELISSA EPPERSON **4664 LOMA GRANDE DR** EL PASO, TX 79934

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPER	TY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.									
Step 1. Identify the refund	Who should the refund be issued to:									
recipient. Show information for	Name: Melissa Epperson									
whomever will be receiving	Address: 4664 Lorna Grande Dr.									
the refund.	City, State, Zip: EL PASO, T. 79934									
	Daytime Phone No.: 915-307-1074 E-Mail Address: JEPPERS ONE CALL									
Step 2. Provide payment	Payment made by: Check No. Date Paid Amount Paid									
information.  Please attach copy of cancelled check, original receipt, online	ECheck 5788884 1-20-24 \$3,100.36									
payment confirmation or bank/credit card statement.	TOTAL AMOUNT PAID (sum of the above amounts)									
Step 3. Provide reason for	Please check one of the following:									
this refund.	I paid this account in error and I am entitled to the refund.									
Please list any accounts and/or years that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.									
with this overage.	I want this payment applied to next year's taxes.									
0	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):									
Ship 511/24										
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be foun guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)									
Adjust to some president and make a country of the	SIGNATURE OF REQUESTOR (REQUIRED) PRINTED NAME & DATE									
APR 2 9 2024	rulissa Epperson Melissa Epperson 3/8/2024									
Received 808										
TAX OFFICE USE ONLY:	Approved Denied By: N.M. Date: 4-29-24									

Print Date: 02/05/2024

# El Paso, TX

# Legislation Text

File #: 24-691, Version: 1

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

# **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

### **All Districts**

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

#### AGENDA LANGUAGE:

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

For notation only, the P-Card Transactions for the period of March 21, 2024 - April 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

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

AGENDA DATE: May 21, 2024 PUBLIC HEARING DATE:

**CONTACT PERSON NAME AND PHONE NUMBER:** 

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

**DISTRICT(S) AFFECTED:** All Districts

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

SUBGOAL: N/A

**SUBJECT:** For notation only, the P-Card Transactions for the period of March 21, 2024 - April 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

# **BACKGROUND / DISCUSSION:**

Per FY 2024 Budget Resolution All PCard transactions will be posted monthly to the City Council Agenda for notation and to the City's website to include the Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff expenditures under this section shall adhere with all relevant city and state laws and policies.

PRIOR COUNCIL ACTION: N/A

**AMOUNT AND SOURCE OF FUNDING: N/A** 

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_YES \_\_\_NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

**SECONDARY DEPARTMENT:** All City

**DEPARTMENT HEAD:** 

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

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amour	nt	Description
CITY ATTORNEY	Garcia Sandra	Imla	3/25/2024	\$ 2	225.00	KMN registration to the Top 50 seminar.
CITY ATTORNEY	Garcia Sandra	Imla	3/25/2024	\$ 5	500.00	Evan Reed registration for 2024 Mid-Year Seminar. Approved by KMN
CITY ATTORNEY	Garcia Sandra	Southwes	3/26/2024	\$ 4	141.97	Flight for JAQ to go to Land Use Conference
CITY ATTORNEY	Garcia Sandra	Ut Cont Legal Educ	4/1/2024	\$ 3	356.19	JAQ registration for Land Use Fundamentals conference. Approved by KMN
CITY ATTORNEY	Garcia Sandra	Ut Cont Legal Educ	4/1/2024	\$ 8	326.19	JAQ registration to Land Use conference. Approved by KMN
CITY ATTORNEY	Garcia Sandra	Fedex	4/5/2024	\$	9.31	overnight shipping for urgent documents to be executed
CITY ATTORNEY	Garcia Sandra	Fedex	4/5/2024	\$ 1	104.58	Shipping for overnight documents to be send for execution.
CITY ATTORNEY	Garcia Sandra	Fedex	4/5/2024	\$	92.85	overnight shipping for documents to be executed
CITY ATTORNEY	Garcia Sandra	Fedex	4/5/2024	\$	48.63	overnight shipping for urgent documents to be send for execution.
CITY ATTORNEY	Garcia Sandra	Ut Cont Legal Educ	4/9/2024	\$ 7	745.00	training registration for Russell Abeln - Land Use Seminar
CITY ATTORNEY	Garcia Sandra	Torc District	4/10/2024	\$	4.00	request for court documents
CITY ATTORNEY	Garcia Sandra	Ln4nmcourts*srvcefee	4/10/2024	\$	0.10	request for documents for court
CITY ATTORNEY	Garcia Sandra	Wyndham	4/12/2024	\$ 7	765.51	Hotel stay for Juan Gonzalez to attend The Essentials Seminar
CITY ATTORNEY	Garcia Sandra	Amer Assoc Notaries	4/18/2024	\$ 1	106.62	Notary Public License renewal for Blanca Galindo
CITY ATTORNEY	Garcia Sandra	Amer Assoc Notaries	4/18/2024	\$ 1	106.62	Renewal of Public Notary for Isbell Machuca
CITY ATTORNEY	Garcia Sandra	National Association O	4/19/2024	\$ (4	400.00)	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	3/21/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	3/22/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	In *acr Ink, Llc	3/26/2024	\$	98.00	Payment for services from court reporters to transcribe witness's testimony.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amoi	unt	Description
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	3/26/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	3/26/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	3/27/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/4/2024	\$	7.50	Fee for uploading documents to the AG for a determination.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/4/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/5/2024	\$	7.50	Fee for Uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/8/2024	\$	7.50	Receipt for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/11/2024	\$	7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/11/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/11/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/12/2024	\$	7.50	Fee for uploading documents to the AG
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/12/2024	\$	5.00	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/15/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/17/2024	\$	7.50	Fee for Uploading documents to the AG.
CITY MANAGER	Argumedo Angel	Samsclub #6246	04/08/2024	\$	23.88	Water bottles for CMO meetings. Tissue for office. 3.46 tax was reimbursed.
CITY MANAGER	Argumedo Angel	Samsclub #6246	04/08/2024	\$	41.94	Water bottles for CMO meetings. Tissue for office. 3.46 tax was reimbursed.
CITY MANAGER	Argumedo Angel	Samsclub #6246	04/08/2024	\$	3.46	Water bottles for CMO meetings. Tissue for office. 3.46 tax was reimbursed.
CITY MANAGER	Argumedo Angel	Marriott Crystal Gatew	04/10/2024	\$	983.70	Hotel for S. Voglewede to attend ADC National Summit, to strengthen community partnerships
CITY MANAGER	Beard Jackie	Corner Bakery Cafe #1543	04/04/2024	\$	140.00	Coffee and pastries for New Employee Orientation on April 3, 2024.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Beard Jackie	Corner Bakery Cafe #1543	04/16/2024	\$ 140.00	Coffee and pastries for New Employee Orientation 4/15/2024.
CITY MANAGER	Cepeda Diana	Facebk Zr7s23ytv2	03/22/2024	\$ 2.00	Personal transaction. Reimbursement to the city on 4/8/20212 receipt number 1808339
CITY MANAGER	Cepeda Diana	Facebk Xn6yv2gtv2	03/22/2024	\$ 2.00	Personal transaction. Reimbursement to the City on 4/8/20212 receipt number 1808339
CITY MANAGER	Cepeda Diana	Amzn Mktp Us	03/23/2024	\$ 28.99	48 Easter kids bags for Streetcar event on 3/30
CITY MANAGER	Cepeda Diana	Sams Club #6502	03/25/2024	\$ 55.34	Purchase of 3 bags of candy for the Streetcar Easter Egg Hunt
CITY MANAGER	Cepeda Diana	Facebk *mkr992cll2	03/26/2024	\$ 2.00	WinterFest Survey Social Media Post Boost
CITY MANAGER	Cepeda Diana	Facebk *fvf292qll2	03/26/2024	\$ 2.20	WinterFest Survey Social Media Post Boost
CITY MANAGER	Cepeda Diana	Facebk *t89kq24ll2	03/26/2024	\$ 2.00	WinterFest Survey Social Media Post Boost
CITY MANAGER	Cepeda Diana	Facebk *dqaj82cll2	03/26/2024	\$ 2.00	WinterFest Survey Social Media post boost
CITY MANAGER	Cepeda Diana	Facebk *686882qll2	03/26/2024	\$ 2.00	WinterFest Survey Social Media Post Boost
CITY MANAGER	Cepeda Diana	Facebk *samg534ml2	03/27/2024	\$ 2.93	WinterFest Survey Social Media Post Boost
CITY MANAGER	Cepeda Diana	Facebk *ptblr24ll2	03/27/2024	\$ 2.66	WinterFest Survey Social Media Post Boost
CITY MANAGER	Cepeda Diana	Facebk *23hm92cll2	03/27/2024	\$ 2.42	WinterFest Survey Social Media Post Boost
CITY MANAGER	Cepeda Diana	Facebk Mtelf2yll2	03/28/2024	\$ 3.63	WinterFest Survey Social Media Post Boost
CITY MANAGER	Cepeda Diana	Facebk D385tzkll2	03/28/2024	\$ 3.30	WinterFest Survey Social Media Post Boost
CITY MANAGER	Cepeda Diana	Facebk R52v534ml2	03/28/2024	\$ 3.00	WinterFest Survey Social Media Post Boost
CITY MANAGER	Cepeda Diana	Facebk Fkghc2cll2	03/29/2024	\$ 4.39	WinterFest Survey Social Media Post Boost
CITY MANAGER	Cepeda Diana	Facebk Uejgy2ull2	03/29/2024	\$ 3.99	WinterFest Survey Social Media Post Boost
CITY MANAGER	Cepeda Diana	Facebk Vqe9938ll2	03/30/2024	\$ 5.00	WinterFest Survey Social Media Post Boost

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amo	unt	Description
CITY MANAGER	Cepeda Diana	Facebk M5rlu24ll2	03/30/2024	\$	4.83	WinterFest Survey Social Media Post Boost
CITY MANAGER	Cepeda Diana	Facebk Vnuq53ukn2	04/02/2024	\$	149.99	WinterFest Survey Social Media post boost
CITY MANAGER	Cepeda Diana	Amzn Mktp Us	04/19/2024	\$	53.99	Purchase of 68 glow foam sticks for Live Active Neon Event
CITY MANAGER	Cepeda Diana	Amzn Mktp Us	04/22/2024	\$	67.98	Purchase of 84 LED glasses and 200 glow sticks for Live Active El Paso Neon Event
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	03/21/2024	\$	28.40	Captions for City TV Programming.
CITY MANAGER	Cruz-Acosta Laura	Elvtr Courses	03/22/2024	\$ ^	1,554.00	ONLINE COURSE ON BECOMING A DIRECTOR OF CONTENT
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	03/22/2024	\$	30.00	Captions for City TV Programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	03/25/2024	\$	5.00	Closed captioning for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Facebk Pqsevz7vk2	03/26/2024	\$	10.00	Facebook ads for Chime In Survey
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	03/26/2024	\$	45.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Facebk 7w47w5uuk2	03/27/2024	\$	7.98	Facebook ads for Chime in and City Manager Recruitment Surveys
CITY MANAGER	Cruz-Acosta Laura	Facebk 7w47w5uuk2	03/27/2024	\$	7.02	Facebook ads for Chime in and City Manager Recruitment Surveys
CITY MANAGER	Cruz-Acosta Laura	Facebk Adkhv5uuk2	03/27/2024	\$	6.33	Facebook ads for Chime in and City manager recruitment survey
CITY MANAGER	Cruz-Acosta Laura	Facebk Adkhv5uuk2	03/27/2024	\$	3.67	Facebook ads for Chime in and City manager recruitment survey
CITY MANAGER	Cruz-Acosta Laura	Facebk 35dcx2guk2	03/27/2024	\$	7.82	Facebook ads for City Manager Recruitment and Chime In Surveys
CITY MANAGER	Cruz-Acosta Laura	Facebk 35dcx2guk2	03/27/2024	\$	2.18	Facebook ads for City Manager Recruitment and Chime In Surveys
CITY MANAGER	Cruz-Acosta Laura	Facebk H6e372cuk2	03/28/2024	\$	14.65	Facebook ads for Chime In and City Manager Recruitment Surveys.
CITY MANAGER	Cruz-Acosta Laura	Facebk H6e372cuk2	03/28/2024	\$	10.35	Facebook ads for Chime In and City Manager Recruitment Surveys.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	03/29/2024	\$	30.00	Closed captioning for City TV programming.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amou	unt	Description
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	03/29/2024	\$	21.30	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Facebk 7rucyz7vk2	03/29/2024	\$	18.44	Social media ads for Chime in and for City Manager Recruitment Surveys
CITY MANAGER	Cruz-Acosta Laura	Facebk 7rucyz7vk2	03/29/2024	\$	16.56	Social media ads for Chime in and for City Manager Recruitment Surveys
CITY MANAGER	Cruz-Acosta Laura	Facebk 49lpu24vk2	03/30/2024	\$	27.43	Social Media ads for Chime In and City Manager Recruitment
CITY MANAGER	Cruz-Acosta Laura	Facebk 49lpu24vk2	03/30/2024	\$	22.57	Social Media ads for Chime In and City Manager Recruitment
CITY MANAGER	Cruz-Acosta Laura	Facebk Uqpyw24vk2	04/01/2024	\$	9.16	Social media promotions for City Manager Recruitment and Chime In suveys
CITY MANAGER	Cruz-Acosta Laura	Facebk Uqpyw24vk2	04/01/2024	\$	23.66	Social media promotions for City Manager Recruitment and Chime In suveys
CITY MANAGER	Cruz-Acosta Laura	Facebk 66pc428vk2	04/01/2024	\$	17.56	Social media advertising for Chime In Survey and CM Recruitment Survey
CITY MANAGER	Cruz-Acosta Laura	Facebk 66pc428vk2	04/01/2024	\$	12.85	Social media advertising for Chime In Survey and CM Recruitment Survey
CITY MANAGER	Cruz-Acosta Laura	Amzn Mktp Us	04/03/2024	\$	159.98	Additional solar eclipse glasses for Council and Public
CITY MANAGER	Cruz-Acosta Laura	Facebk D7wpv2cvk2	04/04/2024	\$	75.00	Promotion for Chime In Survey via Social Media.
CITY MANAGER	Cruz-Acosta Laura	Envato	04/04/2024	\$	698.23	Video software for City TV programming, reimbursement for taxes is in another coded expense dated 04/10/2024.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	04/05/2024	\$	25.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Amzn Mktp Us	04/06/2024	\$	83.96	Solar eclipse glasses for Council and Public
CITY MANAGER	Cruz-Acosta Laura	Envato	04/10/2024	\$	(53.23)	Video software for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Zoom.Us 888-799-9666	04/11/2024	\$	15.99	Community outreach and media interviews.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	04/12/2024	\$	30.00	Closed captioning for City TV programming.
CITY MANAGER	Esquivel Luz	Wlv Adv Deposit	03/30/2024	\$	278.91	Purchase hotel accommodations for the attending the 2024 NAB Show in Las Vegas. Approval has been giving by department head to attend.
CITY MANAGER	Esquivel Luz	Southwes	04/03/2024	\$	319.96	Purchase airline ticket to travel to Las Vegas, NV to attend the 2024 NAB Show. Approval has been giving by department head.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Am	nount	Description
CITY MANAGER	Esquivel Luz	Southwes	04/03/2024	\$	319.96	Purchase airline ticket to travel to Las Vegas, NV to attend the 2024 NAB Show. Approval has been giving by department head.
CITY MANAGER	Esquivel Luz	WIv Adv Deposit	04/10/2024	\$	362.81	Purchase hotel accommodations for the attending the 2024 NAB Show in Las Vegas. Approval has been giving by department head to attend.
CITY MANAGER	Esquivel Luz	Rev.Com	04/19/2024	\$	75.00	Closed Caption. Laura Cruz-Acosta authorized expenditure.
CITY MANAGER	Esquivel Luz	Rev.Com	04/19/2024	\$	30.00	Closed Caption. Laura Cruz-Acosta authorized expenditure.
CITY MANAGER	Jerome Tracey	Apple.Com/Bill	04/17/2024	\$	0.99	iPhone storage monthly fee
CITY MANAGER	Monsivais Rosa Maria	Dispute-Www.Coursehero.Co	03/22/2024	\$	(119.40)	Credit for unauthorized charge
CITY MANAGER	Monsivais Rosa Maria	Www.Coursehero.Com	03/22/2024	\$	119.40	Charge not authorized- called Wells Fargo and they are investigation. Current P Card was deactivated
CITY MANAGER	Palacios Soraya Ayub	Pdn Childrens	03/25/2024	\$	1,150.00	Purchase the City Council holiday tree that we install in the Council lobby. Tree rentals have begun and they are selling out. We do not want to get a dull tree; therefore, the purchase was made early
CITY MANAGER	Sepulveda Denice	Target 00022160	04/17/2024	\$	161.25	Supplies needed for LEAD - Leadership class training for all city employees. Classes increased from 20 to 50 students per class, and we needed to purchase more supplies. Approved by Roman Sanchez
DISTRICT 02	Ibarra Matthew	Amzn Mktp Us	03/22/2024	\$	16.98	Phone case for District 2 city issued cell phone.
DISTRICT 02	Ibarra Matthew	Dunkin #301136 Q35	03/27/2024	\$	68.01	Coffee and donuts for residents for District 2 community meeting. Tax to be reimbursed.
DISTRICT 02	Ibarra Matthew	Sams Club #6246	03/28/2024	\$	114.56	Hot dog buns for city sponsored Easter event.
DISTRICT 02	Ibarra Matthew	Samsclub #6246	03/29/2024	\$	139.00	Candy for City sponsored Easter event.
DISTRICT 02	Ibarra Matthew	Dollar General #19328	04/02/2024	\$	51.80	Chips and waters for District 2 community meeting.
DISTRICT 02	Ibarra Matthew	Mailchimp	04/04/2024	\$	26.50	Fee for newsletter service.
DISTRICT 02	Ibarra Matthew	Canva* I04112-2524053	04/05/2024	\$	14.99	License fee for graphic design software for constituent outreach.
DISTRICT 02	Ibarra Matthew	Zoom.Us 888-799-9666	04/06/2024	\$	15.99	Video conferencing license for virtual meetings.
DISTRICT 03	Hernandez Cassandra	Zoom.Us 888-799-9666	03/29/2024	\$	15.99	Monthly charge for video conference service for D3 virtual meetings.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Am	ount	Description
DISTRICT 03	Hernandez Cassandra	Eig	04/05/2024	\$	52.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Hernandez Cassandra	Canva* I04121-33384131	04/14/2024	\$	12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 04	Molinar Joe	Best Western Plus Swis	03/22/2024	\$	115.83	Representative Molinar attended the TML Conference at Pecos, Texas on March 2024.
DISTRICT 05	Nino Ivan	Canva* I04096-78877816	03/20/2024	\$	12.95	CANVA SUBSCRIPTION FOR GRAPHIC DESIGN/ CONSTITUENT OUTREACH.
DISTRICT 05	Nino Ivan	The Economist	03/26/2024	\$	(6.00)	PARTIAL - REFUND FOR TAXES CHARGED LAST MONTH
DISTRICT 05	Nino Ivan	Naleo Educational Fund	03/30/2024	\$	900.00	NALEO CONFERENCE 2024 APPROVED BY RESOLUTION
DISTRICT 05	Nino Ivan	Naleo Educational Fund	03/30/2024	\$	800.00	NALEO 2024 CONFERENCE APPROVED BY RESOLUTION
DISTRICT 05	Nino Ivan	Mailchimp	04/06/2024	\$	13.00	MAILCHIMP MONTHLY SUBSCRIPTION FOR COMMUNITY OUTREACH.
DISTRICT 05	Nino Ivan	Zoom.Us 888-799-9666	04/09/2024	\$	15.99	ZOOM MONTHLY SUBSCRIPTION FOR OFFICE USE/OUTREACH.
DISTRICT 05	Nino Ivan	Canva* I04127-51359142	04/20/2024	\$	12.95	Monthly subscription for graphic design; outreach and newsletter use.
DISTRICT 06	Maldonado Mariaelena	El Paso Times	03/24/2024	\$	11.99	Newspaper Subscription for office.
DISTRICT 07	Jimenez Camilo	Sams Club#6502	03/20/2024	\$	169.02	Water and candy for LPNA Easter Egg Stuffing 03/20/2024 @ 5pm 8600 Montana. Candy was returned. Water was 15.92
DISTRICT 07	Jimenez Camilo	Sams Club#6502	03/20/2024	\$	349.30	Easter Eggs for LPNA Easter Egg Hunt on 03/30/2024 at Argal Park
DISTRICT 07	Jimenez Camilo	Sams Club #6502	03/20/2024	\$	(153.10)	Candy for LPNA Easter Egg Hunt but was returned.
DISTRICT 07	Jimenez Camilo	Wal-Mart #2201	03/20/2024	\$	135.68	Eggs for LPNA Easter Egg hunt on 03/30/2024 at Argal Park
DISTRICT 07	Jimenez Camilo	Samsclub #6502	03/20/2024	\$	92.20	Sandwich Tray to feed egg stuffing volunteers for LPNA Easter egg stuffing event 03/202024 @e 5pm 8600 Montana
DISTRICT 07	Jimenez Camilo	Sams Club #6502	03/27/2024	\$	81.96	Birthday cakes for the Pavo Real Senior center birthday bash on 3/272024
DISTRICT 07	Jimenez Camilo	Eig	04/01/2024	\$	91.00	newsletter service for constituents
DISTRICT 07	Jimenez Camilo	Sams Club #6502	04/10/2024	\$	35.10	Refreshments and snacks for the community meeting held on Wednesday 4/10/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amo	unt	Description
DISTRICT 07	Jimenez Camilo	Sq *el Paso Mail & Print	04/15/2024	\$	102.47	Printing services for Las Palmas Neighborhood Association Easter Egg Hunt 03/30/2024
DISTRICT 07	Jimenez Camilo	Amzn Mktp Us	04/20/2024	\$	(86.58)	Leftover eggs from LPNA Easter Event
DISTRICT 07	Jimenez Camilo	Amzn Mktp Us	04/20/2024	\$	(86.58)	Leftover eggs from LPNA Easter Event
DISTRICT 08	Canales Jorge	Squarespace 121241272	03/31/2024	\$	294.22	Office Squarespace subscription for community outreach.
DISTRICT 08	Canales Jorge	Squarespace 121241272	04/19/2024	\$	(18.22)	Office Squarespace subscription for community outreach.
DISTRICT 08	Rodriguez Alma	Wal-Mart #1015	03/28/2024	\$	22.56	Water, coffee, and cookies for a community meeting with District 8 Neighborhood Association leaders, hosted by District 8.
DISTRICT 08	Rodriguez Alma	El Paso Times	04/09/2024	\$	15.98	Office El Paso Times newspaper subscription.
DISTRICT 08	Rodriguez Alma	Sarabias Portable Jons	04/15/2024	\$	130.00	Sports community event in District 8, portable restrooms for event. at El Barrio Park.
DISTRICT 08	Rodriguez Alma	Monkey Green Cafe	04/16/2024	\$	44.00	District 8 Community Meeting coffee for guests to encourage community to participate and engage in their local government outreach.
MAYORS OFFICE	Mendoza Irma	Primo Water	03/23/2024	\$	9.26	Charge is for the water dispenser rental fee and cc surcharge.
MAYORS OFFICE	Mendoza Irma	Primo Water	03/28/2024	\$	60.71	Bottled water for the office and cc surcharge.
MAYORS OFFICE	Mendoza Irma	American Air	03/30/2024	\$	561.06	Airline ticket was purchased and charged inadvertently to this PCard. Amount has been reimbursed to the City of El Paso by Estrella Escobar. Documents are attached.
MAYORS OFFICE	Mendoza Irma	American Air	03/30/2024	\$	561.06	Airline ticket was purchased and charged inadvertently to this PCard. Amount has been reimbursed to the City of El Paso by Estrella Escobar. Documents are attached.
MAYORS OFFICE	Mendoza Irma	American Air	03/30/2024	\$	561.06	Airline ticket was purchased and charged inadvertently to this PCard. Amount has been reimbursed to the City of El Paso by Estrella Escobar. Documents are attached.
MAYORS OFFICE	Mendoza Irma	Primo Water	04/11/2024	\$	104.95	Bottled water for the office and cc surcharge.
MAYORS OFFICE	Mendoza Irma	Primo Water	04/20/2024	\$	9.26	Bottled water for the office and cc surcharge.

# El Paso, TX

# Legislation Text

File #: 24-705, Version: 1

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

# **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

### **All Districts**

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

#### AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution recognizing the Riverside High School Boys Soccer Team for reaching the regional final, known as the Elite Eight.

# CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

**DEPARTMENT:** Mayor & Council

**AGENDA DATE:** 5.21.24

**CONTACT PERSON NAME AND PHONE NUMBER:** Representative Cassandra Hernandez ~ 915.212.0003

DISTRICT(S) AFFECTED: All

#### STRATEGIC GOAL

Goal 3 - Promote the Visual Image of El Paso

# SUBJECT:

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

Discussion and action to approve a resolution recognizing the Riverside High School Boys Soccer Team for reaching the regional final, known as the Elite Eight.

# **BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns? At the 2024 regional tournament of the UIL Texas high school soccer playoffs, the Riverside High School Boys Soccer Team reached the regional final also known as the Elite Eight; the second time in Riverside High School history that the boys' soccer team have made it to this competitive level.

# PRIOR COUNCIL ACTION:

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

Yes, there have been many items on the agenda recognizing schools and students for their accomplishments during an academic or athletic year.

### 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

**************************************

#### RESOLUTION

**WHEREAS**, the Riverside High School Boys' Soccer Team (the "Rangers") reached the regional final also known as the Elite Eight at the 2024 University Interscholastic League Texas Boys Soccer State Championship ("UIL State Championship"); and

**WHEREAS**, the Rangers' road to the winner's circle at the UIL State Championship was preceded by several tough matchups across that state; and

WHEREAS, the Rangers won the bi-district title against Midland's Greenwood High School, became the area champions against Wichita Falls High School, won the regional quarterfinals against El Paso's Bowie High School, and succeeded at the regional semi-final against Fort Worth's Diamond Hills Jarvis High School; and

WHEREAS, El Paso and Texas are rich in soccer talent, and during the UIL's State Championship playoffs, the Rangers played valiantly but were defeated 1-0 by the eventual state champions, the San Elizario High School Eagles; and

WHEREAS, among over 200 high schools competing in the 4A division of the UIL State Championship playoffs, the Rangers stood out as one of only a handful of schools to advance to the regional championship; and

WHEREAS, this marks the second time in Riverside High School's history that the boys' soccer team has reached the Elite Eight, and the coaches, school administration, students, and parents are incredibly proud of their team; and

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

Recognizes and celebrates the athletic achievement of the Riverside High School Boys' Soccer Team, commending them for their hard work on the field and for representing El Paso admirably with their talent and sportsmanship at the state level.

(Signatures begin on following page)

PASSED AND APPROVED this	day of	, 2024.
	THE CITY OF E	L PASO:
	Oscar Leeser Mayor	
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		
Oscar Gomez Assistant City Attorney		

# El Paso, TX

# Legislation Text

File #: 24-728, Version: 1

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

# **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

### **All Districts**

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

### AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution recognizing The El Paso Football Officials Camp.

# CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council
AGENDA DATE: May 21, 2024
CONTACT PERSON NAME AND PHONE NUMBER: Mayor Pro Tempore Brian Kennedy 915.212.001
DISTRICT(S) AFFECTED: All Districts
STRATEGIC GOAL: Goal 4
<u>SUBJECT:</u> Discussion and Action to approve a Resolution recognizing the El Paso Football Officials Camp for their significant contributions to the Community of El Paso.
BACKGROUND / DISCUSSION: Recognition of the El Paso Football Officials Camp for offering participants, both male and female, the opportunity to refine their officiating skills
PRIOR COUNCIL ACTION: N/A
AMOUNT AND SOURCE OF FUNDING: N/A
**************************************

# RESOLUTION

**WHEREAS**, the El Paso Football Officials Camp is sponsored by the El Paso Sports Commission and is owned by Zebra Sports, LLC - Richard Corona and Victor Firth; and

**WHEREAS**, 2024 will be the 20th year of the event, taking place annually over Memorial Day Weekend, May 23- 25 this year; and

**WHEREAS**, initially, the purpose of the event was to improve the officiating skills of El Paso high school referees (officials), and to offer college athletic directors and coaches an opportunity to view potential hires; and

**WHEREAS,** the El Paso Football Officials Camp has offered participants, both male and female, the opportunity to refine their officiating skills and be evaluated by actual decision makers; and

**WHEREAS**, the El Paso Football Officials Camp began with 50 - 60 participants and has now grown to over 200 individuals from all over the United States wanting to take their skills to the next level; and

WHEREAS, participants officiate local high school football scrimmage games while receiving on field instruction and film review; and

WHEREAS, the camp is the longest running of its type in the United States; and

**WHEREAS**, approximately 20% of these attendees are recruited to junior college and Division 1 football officiating several have been hired by the NFL, including the first female official in the league; and

**WHEREAS**, last year, the NFL designated the camp as one of only three "elite" training camps in the United States.

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

That the City of El Paso proudly honors and recognizes the significant contributions from the El Paso Football Officials Camp to the City of El Paso and to the United States of America and may the week of May 20-26, 2024 be known as:

# El Paso Football Officials Camp Week

Page 1 of 2

APPROVED this	day of	2024.
		CITY OF EL PASO
		Oscar Leeser Mayor
ATTEST:		APPROVED AS TO FORM:
Laura D. Prine		Carlos L. Armendariz
City Clerk		Assistant City Attorney

# El Paso, TX

# Legislation Text

File #: 24-719, Version: 1

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

# **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

# **District 3**

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

#### AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution that City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the naming of the Multipurpose Recreation Center, located at 9031 Viscount Blvd, within the City of El Paso, El Paso County, Texas, as " Michelle T. Adjemian Recreation Center".

# **RESOLUTION**

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

**THAT** City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the naming of the Multipurpose Recreation Center, located at 9031 Viscount Blvd., within the City of El Paso, El Paso County, Texas, as "Michelle T. Adjemian Recreation Center"; and

THAT Michael I. Adjemian, ("Applicant") shall incur the customary costs associated with the naming of the park, such as installing or replacing signs with the park name or any other signs posted or affixed to a facility. Any proposed signs shall be reviewed and agreed upon by both the Parks and Recreation Department and Applicant.

PASSED AND APPROVED this	_ day of, 2024.	
	CITY OF EL PASO:	
ATTEST:	Oscar Leeser Mayor	
Laura D. Prine City Clerk	_	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
Karla Saenz Karla Saenz Assistant City Attorney	Pablo Caballero, Director Parks And Recreation Department	

HQ24-129 | Trans#524668 Resolution Park naming KS

# El Paso, TX

# **Legislation Text**

File #: 24-692, 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, Steve Alvarado, (915) 212-6026

#### AGENDA LANGUAGE:

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

Presentation of the Sociable City Assessment Action Plan by the Responsible Hospitality Institute (RHI) with the Code Enforcement Bureau, and the El Paso Police Department. The Sociable City Assessment Action Plan is a summary that includes a review of the current noise ordinance, public and venue safety, social venues, mobility, and quality of life. RHI will present the summary action plan and provide City Council with recommendations.

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

**DEPARTMENT:** Mayor and Council

**AGENDA DATE:** 05/21/2024(Regular Agenda)

# **CONTACT PERSON NAME AND PHONE NUMBER:**

Steve Alvarado, Code Enforcement Director, 915-212-6026

**DISTRICT(S) AFFECTED:** All Districts

### STRATEGIC GOAL:

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

# SUBJECT:

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

Presentation by the Responsible Hospitality Institute (RHI) with the Code Enforcement Bureau, and El Paso Police Department. The Sociable City Assessment Action Plan is a summary that includes a review of the current noise ordinance, public safety, venue safety, public space, social venues, mobility, and quality of life. RHI will review the summary action plan and provide the City Council with recommendations.

# **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?

In June 2023, the process began to obtain a third-party consultant's services that would integrate local needs and National Best Practices into this report. The project included four phases from October 2023 to May 2024. We completed multiple meetings with the Transformation Team and stakeholders as we continue to work towards a vibrant city that will enhance our vision to develop a vibrant regional economy, safe and beautiful neighborhoods, and exceptional recreational, cultural, and educational opportunities powered by a high-performing government.

# PRIOR COUNCIL ACTION:

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

Yes, the City Council directed staff to hire a consulting company to review the current noise ordinance on June 22, 2022, under Item 35, 22-176, and on June 6, 2023, under 23-838, Item 19.

# 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	
	**************************************

# SOCIABLE CITY PLAN EL PASO, TEXAS | 2024 ASSESSMENT RHI SINCE 1983



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SOCIABLE CITY EL PASO, TEXAS



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# **ABOUT RHI**

The Responsible Hospitality Institute (RHI) brings decades of experience with nightlife and social economy management. A private non-profit organization founded in 1983, RHI is the leading source for events, media and consultation services. We help cities plan safe and inclusive places to socialize by convening diverse stakeholders to achieve a common vision.

# **SOCIABLE CITY VISION**

We believe all people should have access to safe, vibrant places to socialize—regardless of life stage, age, race, ethnicity, sexual identity or disability. We help communities create diverse, welcoming social venues and districts where people have an opportunity to connect and lead more enriching lives.

# THE SOCIABLE CITY

# **OUR FOUNDING PHILOSOPHY**

Hospitality is creating the social space for people to dine, drink, listen to music and dance. Responsible Hospitality is assuring a safe and comfortable environment accessible to all.









01

**EVENTS** 

# Virtual | In-Person

Attend an RHI event and connect with practitioners and experts from across the globe. Our events focus on nighttime safety, vibrancy and governance. Come to our annual Sociable City Summit or attend The Academy, a one-day training program for nighttime managers.

02

# **MEDIA**

# News | Research

Access the latest tools to get a crash course in Social Economy Management. Our extensive online library offers access and tools for planning and managing nightlife. This is your one-stop shop for publications, case studies and promising best practice guidance.

03

# **SERVICES**

# **Direct Assistance**

Thank you for bringing in the experts for hands-on-help with your social economy. RHI helped your community to build bridges of trust between stakeholders and top decision makers. This Action Plan serves as a blueprint to harness strengths and address top challenges.

# RHI SERVICES | ANALYSIS FRAMEWORK

RHI's Sociable City Assessment is an in-depth analysis of a city's social economy. We identify strengths, challenges and opportunities using Four Building Blocks and Six Core Measures of a Sociable City. The Action Plan is organized in this framework to guide your next steps to achieve a safer, more vibrant and well managed social economy.



# Sociable City GOVERNANCE

# **GOVERNANCE**

# Sustain Vibrancy, Safety and Management Systems

Sociable cities require a governance strategy to sustain vibrancy, safety and management systems. Commitment to the vision of a social economy requires an investment in resources, stakeholder coordination, policy updates and dedicated staffing. Creation of a Night Manager position and an Office of Nighttime Economy have become the gold standard in North America to ensure long-term sustainability of the social, cultural and economic value of the social economy.

# BUILDING BLOCKS | SIX CORE MEASURES

# **PLANNING**

MOBILITY | QUALITY OF LIFE Smart growth planning for the social economy facilitates use of social districts at different times of day. High standards for Quality of Life and Mobility options to, from and within the district requires foresight to plan and infrastructure for sustainability. Residents expect a high Quality of Life, even in mixeduse districts. Peaceful coexistence requires clear community standards and timely management of sound, litter and waste. Updated policies, consistent enforcement and facilitated conflict resolution systems are essential. Patrons and employees in social districts need access to well-lit parking areas and safe rides home to prevent impaired driving. Coordination of Mobility options requires a robust

transportation management plan.

# SAFETY

PUBLIC SAFETY | VENUE SAFETY Social districts with active nightlife can be high-intensity environments with complex dynamics and risk factors. A continuum of stakeholders are invested in protecting patrons from violence, sexual assault, theft, underage drinking and impaired driving. Venue Safety is most effective when an organized alliance of nightlife businesses exists to formalize operations, elevate professionalism in the industry and facilitate coordination with compliance agencies. Public Safety ideally involves an interagency team of police, fire, code compliance, and others to collect and organize data, identify at-risk venues and coordinate early assistance for improved compliance.

# **VIBRANCY**

SOCIAL VENUES | PUBLIC SPACE

Vibrancy is created by the variety of experiences offered in Social Venues such as bars, restaurants, cafes, live music venues and other social spaces. When it is well-managed, Public Space infrastructure, such as outdoor cafes and streeteries, as well as pop-up vendors and street performers, can herald the vitality of the district. Events and festivals are one way of driving vibrancy during daytime and evening hours on the public streets and sidewalks of social districts. Balancing the mix of programming in both brick and mortars and special events is an art and a science that can provide a seamless experience of vibrancy throughout the day and nightwhere the street itself becomes a dynamic and inviting venue.





The Responsible Hospitality Institute (RHI) contracted with the City of El Paso in 2023 to conduct a Sociable City Assessment. This report is the culmination of the analysis and recommendations for El Paso's social economy. The study primarily focused on the Cincinnati area and Downtown Management District, yet some findings may address systemic citywide challenges.



SOCIABLE CITY EL PASO

# **SOCIABLE CITY EL PASO**

# Nearly 100 Stakeholders Participated in the Assessment

RHI staff conducted a total of 29 meetings: ten virtual interviews to gather background and 19 on-site meetings during three on-site visits between October 2023 and February 2024. Nearly 100 participants from 29 organizations represented key stakeholders:

- Forty-four city government employees of twelve city departments
- County attorney's office
- Texas Alcoholic Beverage Commission
- US Army at Fort Bliss
- Texas Restaurant Association
- Business Improvement District (Downtown Management District)
- Neighborhood Association (Kern Place Association)
- Hospitality industry staff; music and culture advocates
- Realtors, property owner and many more



# PHASE 1: Engagement

Purpose: Orientation of project leaders and collection of preliminary background (July-October 2023)

RHI oriented the project leader and coordination team to the process and stakeholder engagement strategy. The Transformation Team (project steering group) was selected and interviewed virtually to provide big picture insights on the city's social economy. Fieldwork included walking tours both day and night in the study areas until closing time. Ride-alongs with Police and Code Enforcement and tours inside social venues provided insights on district management and safety operations. Preliminary findings and a trends analysis of the social economy were presented to the Transformation Team for feedback and discussion. Venue operators were convened to discuss the hospitality industry's priorities and challenges.

# PHASE 2: Evaluation

Purpose: Community engagement to glean strengths, challenges and opportunities (November 2023-January 2024)

RHI dived deep by engaging a broad swath of stakeholders to understand their perspective on the social economy. Three Listening Sessions (Planning, Safety, and Vibrancy) were held to evaluate the strengths, challenges and opportunities for improvement through the lens of RHI's Six Core Measures of a Sociable City. A women's focus group explored social preferences and concerns about mobility and personal safety from a woman's point of view.

# PHASE 3: Strategy Development

Purpose: Prioritization of challenges and facilitation of consensus on an action plan (January-February 2024)

Challenges identified during Listening Sessions were prioritized in advance via survey. RHI then facilitated six Action Roundtables to develop consensus to refine or create new strategies to address the top challenges in the social economy. Additional meetings were held about the alcohol license review process, the noise ordinance and outdoor amplified sound ordinance. RHI compiled findings from the process into this summary report. Action plans are organized by RHI's Six Core Measures of a Sociable City: Mobility, Quality of Life, Public Safety, Venue Safety, Public Space and Social Venues. Overall systemic changes to address gaps in processes and systems identified by RHI were organized in the Governance section of this report.

# **PHASE 4: Action Presentations**

Purpose: Public presentations to achieve buy-in for the recommended action plan (March-May 2024)

Findings will be presented to City Council and project participants for buy-in and support. The final report serves as a blueprint for working groups to move forward with the recommended Action Plan.

"This project was an exercise in community collaboration that will continue to evolve with a focus on growing and improving our social economy for years to come."

~ Steve Alvarado, Director, Code Enforcement Bureau









# TRENDS AND MARKET FORCES IN EI PASO

# Cultural Fusion and Events Create a Unique Destination

El Paso's cultural influences reflect the intersection between two countries—the U.S. and Mexico—and three states—Texas, New Mexico and Chihuahua. As the second busiest port of entry by personal vehicle, in 2018, entries from Ciudad Juárez into El Paso numbered "12 million cars (with 22 million passengers) and more than seven million pedestrians" (Texas Comptroller, 2024). It is the norm for residents of Juarez to work and play in El Paso and vice versa. El Paso's residents are majority Hispanic, numbering 81.2% of the population of 678,815 (HCN, 2022). There is also a significant military population from Fort Bliss.

The blend of Mexican and American culture makes it a vibrant destination for dining and entertainment. There are numerous examples of creative restaurant concepts that were launched in Juárez then either expanded or relocated to El Paso. The city's cuisine, music, cultural traditions and festivals are deeply rooted in Hispanic culture, which places significant value on the family. Events that attract multiple generations include Chalk the Block, Winterfest, Dia de los Muertos parade, Thanksgiving Parade and Parade of Lights, while Sal y Limon and Beer Fest appeal to a young adult demographic. In 2022, El Paso earned the titles of "3rd Best Texas City to Reside In," "3rd Best Budget-Friendly City to Visit," "3rd Safest City for Travel" and in 2021 was named "Top 15 Under-The-Radar Cities to Live in (Visit El Paso, 2024).



### **Evolution of Social Clusters in El Paso**

Clusters of bars and restaurants are located throughout the city, including the Cincinnati area, Downtown, Zaragoza, Airway Boulevard and Five Points. The Cincinnati area bar cluster has become the most recent focal point for media attention and political scrutiny due to advocacy from residents and high-profile media reports about crime. Yet historically, Downtown's Union Plaza was the previous hub of active nightlife and source of concern for law enforcement. For this project, RHI's two areas of study are Cincinnati and the Downtown Management District but the recommendations may be applicable citywide.

In El Paso, many social venues have evolved from retail-oriented "strip malls." Many venues are located next to national chain retail and services such as cell phone companies, fast food and dollar stores. The infrastructure of these areas is not ideal for social venues—businesses are surrounded by parking lots and accessed via car along high-speed frontage roads or state highways rather than a traditional, pedestrianoriented main street. Alcohol service is allowed in all five of the city's commercially zoned districts with few systemic safeguards to preserve the balance of uses and protect neighbors' quality of life. This scenario is felt keenly in the, once suburban, Kern Place neighborhood, located in close proximity to a dense cluster of active social venues. While the Downtown Management District is currently composed of hotels and offices with limited residential, there are notable cases of venues allowed to open directly adjacent to residential complexes and underneath hotels, which generates sound impacts. There is a lack of intentionality in social economy planning that is played out throughout the city.

# Thinking Outside the Current Toolbox

The original motivation for the City of El Paso to conduct a Sociable City Assessment was the desire to update the two noise ordinances, protect the hospitality industry, identify and better manage social clusters, and improve resident and government relationships. Yet examination of this tool has led to recognition of the need for more expansive systems changes, beyond noise ordinances or "more police" as the magic wands to solve current issues. This report uncovers a myriad of challenges and offers recommendations to promote effective social economy management and mend relationships between key stakeholders.

# Significant Local Military Presence

Military personnel stationed at or near Fort Bliss (active and retired) represent a significant part of the residential community and are a major source of employment for the city. The military has made an ongoing commitment to partner with local leaders and to positively contribute to the community, seen in numerous initiatives and joint patrols with local law enforcement. Although an asset, the large concentration of mostly single males ages 18-40 contributes to safety challenges: 28% of serious incidents in social districts involved military between 2022-2023. Their familiarity with and access to firearms in an open carry state further compounds existing challenges.









# TRENDS AND MARKET FORCES IN EL PASO

# Navigating a Pro-Business Environment

The "business first" orientation in Texas has led to significant issues in public safety and quality of life. It is relatively simple to open a social venue in El Paso. There is a common belief that the City serves as a "pass-through" to the Texas Alcoholic Beverage Commission (TABC) for approval of an alcohol license. While there are no state rules precluding a local municipality from conducting a review of alcohol licenses, City leaders counter that their role is limited to confirmation that zoning allows a business to serve or sell alcohol.

As such, there is currently a limited system of notification or local review process by City Council to weigh in on new alcohol license applications or renewals. Prior to RHI's process, safety agencies (police, code) were not notified when a new TABC alcohol license was applied for or issued.

Resident engagement is voluntary, as is seller/server training in the state of Texas. There is no mechanism to enact operational conditions with a baseline of safety measures in line with national best practices. Residents feel helpless due to their lack of input. Mediation by the City occurs after a situation has become contentious and only in response to complaints.

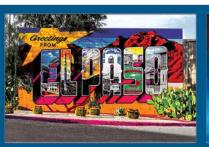


"The residents of the City of El Paso, Texas have always welcomed strangers in with open arms and we would love to continue this tradition by making our entertainment areas a safe and enjoyable destination spot for people of all backgrounds who want to visit this beautiful city and see why the residents here love El Paso so much."

~ Chris Johnson, Sergeant, El Paso Police Department









# Shifting from Adversaries to Allies

There is widespread frustration among government agencies, elected officials, venue operators and residents. Most often, the City's first interaction with a business is when they need to address a concern for a violation of code, which fosters a lack of trust. Tools with teeth, such as the county's Nuisance Abatement Program, can take up to six months for resolution and requires evidence of habitual criminal or nuisance activity. It is time to flip the script in El Paso. Instead of focusing efforts only on venues with egregious violations, there is an opportunity to elevate and professionalize standards for all venues that serve alcohol. Resources need to be reinvested at the front-end of business opening for education, engagement, relationship-building and partnership to convey expectations. In Texas, where cities are limited regarding mandates, there will need to be a reliance on rewards and incentives to motivate compliance rather than just enforcement.





# STRENGTHS GOVERNANCE

While it is relatively simple to open a business, there is a gap in communication and front-end education between the City and new owners about expectations for operation



# **GOVERNANCE STRENGTHS**

# One Stop Shop and Pre-Application Meetings

The One Stop Shop centralizes permits and payments with staff guidance on the design, review, and inspection phases of development. In-person pre-application meetings are encouraged to review zoning, permits and licenses for large developments (City of El Paso, 2024).

# Downtown Management District (DMD)

The DMD, El Paso's Downtown Business Improvement District (BID), represents and advocates on behalf of business interests.

# Accela Database System

Fire, Code, some Police, and Planning and Inspections all use the Accela database, making information sharing and routing possible.

# **Zoning Tools Considered for Emerging Areas**

Zoning changes are being discussed for new, emerging mixed-use areas to mitigate anticipated impacts by spreading out licensed establishments and increasing distance from residences.

# County Nuisance Abatement Team (NAT)

The most effective tool available to the City (via the County), NAT uses civil litigation by filing a nuisance abatement lawsuit to mitigate illegal activity and public nuisances occurring on commercial properties. The purpose of the lawsuit is to prove that the business/property owner allowed the illegal activity to occur and failed to make reasonable attempts to stop it.

# **GOVERNANCE CHALLENGES**

# Lack of Review Process for Alcohol Licenses

TABC applications are brought to the City's One Stop Shop to certify that a business's proposed location is in compliance with zoning code. Yet this does not trigger a discretionary/qualitative review of an alcohol application to examine the potential for negative externalities (sound, parking, crowds). In part, this is due to lack of routing and the limited protest window.

# Gap in Internal Notification of TABC Licenses

Police, Code Enforcement, and Fire are not notified of the application nor issuance of alcohol licenses by the One Stop Shop. City Council is not notified either unless the business is proposed within a distance of sensitive uses e.g. church, school, hospital. There is a limited window that allows protest from key stakeholders, including the Mayor, City Council and City Manager.

# City Alcohol License a Forgotten Step

Venues that serve alcohol are required to obtain a city alcohol license after obtaining their state alcohol license, but this step is often skipped. Efforts are underway to cross-check the state's alcohol license records with the City's, and if there is no valid license, a citation can be issued.

### Lack of Centralized Data on Alcohol Licensees

Safety agencies in the City struggle with a lack of data on how many businesses currently sell and serve alcohol for on-premise consumption. There are disparate systems for tracking businesses in the City: a secretary of state certificate, a county "assumed name certificate," a TABC license and City Alcohol License. TABC refers City staff to conduct a manual export of their online database and to cross-reference with the previous month's list to identify new businesses.

# **Gap in Operating Conditions for Venues**

Due to the absence of an entertainment permit or operating license, there is no mechanism to require businesses to submit a safety and security plan or sound impact plan prior to opening to mitigate potential impacts. Only bars over 50 need an assembly license.

# **Noise Ordinance Needs Improvement**

While a noise ordinance exists, it treats the entire city the same regarding noise thresholds and violations, and there are no alternative ways in which to hold venues accountable for a standard of operation.

# **Outdoor Amplified Sound Ordinance**

There are loopholes in this tool: The DMD is exempt; the rules only apply between 10pm-12am; only amplified equipment located outside applies (i.e. doesn't cover indoor amplified sound with an open door). Further, most qualifying venues did not apply for the permit.

# System of Noise Violation Litigation

Violation of the noise ordinance and the Outdoor
Amplified Sound Permit are addressed in the criminal
justice system as Class C misdemeanor criminal
violations. This requires attorneys and appearances by
City staff, venue owners and witnesses in Municipal
Court. Cases sometimes have fines reduced or
punishments are deferred as part of a plea agreement.
While there is an initiative by the City attorney to
educate judges on the importance of the criminal
prosecution of these cases, businesses consider
defending them a cost of doing business. When cases
are dismissed, the county attorney cannot use the
case as evidence to establish non-compliance.

# Limitations of the Nuisance Abatement Team

While effective, the NAT lawsuits are not a proactive approach. Multiple safety violations have to be habitual for action to be taken. It can take up to six months.

# No Representative Body for Cincinnati Area

Unlike the DMD, there is no organized entity to advocate on behalf of business interests or serve as a central contact with the City, which makes it difficult to connectwith property and business owners.

# Gap in Methodology to Protect Residences

There is no requirement for a business to submit proof of community engagement; this remains voluntary. Bars are allowed in all five commercial zoning districts in the City, and there is no process to evaluate whether land uses that potentially conflict (i.e. residences) should be allowed. Historic zoning rules do not create strong buffers between residents and social venues that serve alcohol, have amplified sound and operate past 10pm, as is the case in Kern Place, created in the 1950s.

# STRENGTHS CHALLENGES

MOBILITY

Page 16

Mobility amenities exist, but usage is stymied by limited public awareness. There is a need to address impacts to the community from DWI to ensure safe rides home.



# **MOBILITY STRENGTHS**

# Transit Resources for Daytime, Early Evening

Sun Metro's Mesa Brio line, among others, goes from Downtown to the West Side, but only from 8am-6:40pm on weekends. The Streetcar loops between Cincinnati and Downtown, providing a resource for patrons of events at UTEP and Downtown, but ends at 11pm.

# Rideshare Voucher Program to Curb DWIs

The District Attorney's office received a grant to provide \$20 Uber vouchers, valid from 8am on Friday to Monday morning at 5am, updating weekly to allow multiple uses. The program will run from late December 2023 until September 2024.

# Ample Supply of Downtown Parking Available

Downtown has a surplus of parking in lots, garages and on- and off-street parking (WGI, 2019). Most Downtown garages service daytime hours, but those closest to hotels stay open in the evening hours. Park 915 is an app to pay for on-street parking meters.

# Mesa Street Garage Well-Lit and Free at Night

The Mesa Street/Glory Road garage has ample parking with 404 spots and is well lit. Parking is free after 8pm unless there is a special event. The max fee for overnight parking is \$10 so people can leave their car overnight.

# Safety Improvements to Infrastructure

Compared to years past, traffic fatalities have decreased in the Cincinnati area. There is increased lighting on some sidewalks, and traffic calming devices, a raised median and a guard rail on Mesa.

# **Uptown Parking Benefit District**

In 2018, 122 parking meters were installed in the Cincinnati area. Members of the Kern Place Association determine how to use funds, which must be applied to "security services, street maintenance, sidewalk improvements, lighting...use of public transit or (to) promote alternate...transportation" (Ramirez, 2018).

# **MOBILITY CHALLENGES**

# **Gap in Nighttime Transit Options**

The car-centric culture and gap in nighttime transit poses a safety risk for people returning home from venues and events, as well as a contributor to DWI. There is interest in extending streetcar hours past 11pm on Fridays and Saturdays, but past precedent in 2010 showed a lack of ridership when the trolley ran 11pm-3am.

# DWI, Traffic and Pedestrian Fatalities

Between 2021-2023, there were 233 fatal traffic collisions in the city with 30% alcohol-related. There were 60 pedestrian fatalities with 48% alcohol-related during the same period (EPPD, 2024).

### Mesa Street Garage is Under-Utilized

Despite ample parking spaces and proximity to Cincinnati area venues, crossing Mesa Street is a barrier to increased use. There is concern about the crosswalk's dim lighting, reckless drivers, and past collisions with pedestrians.

### Barriers to Increased Rideshare Use

Three to four parking spots on Stanton Street are intended for rideshare vehicles, but police cars tend to occupy them at night. Rideshare drivers and riders are not aware of the dedicated spots due to unclear signage ("loading zone").

# Ineffective Deterrents to Patron Parking

A Residential Permit Parking (RPP) system was set up in the Kern Place neighborhood to deter venue patrons from parking. Parking citations are reportedly ignored, with no immediate consequence for failure to pay, and towing is rare. Parking Enforcement can request tows, but they are not deployed at night. Code Enforcement can only issue citations, not call a tow. Wait times can be 1-2 hours for a City-contracted towing company.

# Connectivity and Night Uses Downtown

Despite ample supply of parking, several garages do not allow nighttime parking. Remote parking areas are used by event patrons, yet better lighting and sidewalk maintenance are needed improvements.





# STRENGTHS & CHALLENGE



Residents enjoy the many amenities of El Paso – culinary diversity, cultural fusion and a family-oriented community.

Yet many express frustration over the perceived prioritization of business interests and rights over residents' quality of life.



# **OUALITY OF LIFE STRENGTHS**

# Cultural Heritage and History of El Paso

Year-round seasonable weather, multi-cultural offerings as a border city, and preservation of historical architecture are among the reasons residents enjoy living in El Paso. Public art and murals also showcase local pride and cultural heritage.

# Family-Oriented Community Events

El Paso is known for its close-knit, multi-generational families, who enjoy attending community-oriented events and festivals Downtown. UTEP and the Don Haskins Center also host excellent events for sports, the arts, music and theater.

# Responsive Police Department

Residents report strong support for the El Paso Police Department due to timely resolution after calls are made for service.

#### Kern Place Association

Mobilization and advocacy of residents who live at Kern Place resulted in heightened focus on Cincinnati venue clusters by elected officials and law enforcement resources to curb negative impacts to quality of life.

# **OUALITY OF LIFE CHALLENGES**

# Affordability for Residents

Affordability overall is a growing concern for residents. There is a desire to maintain ability of locals to patronize social venues and events for dining and entertainment. Some feel that Downtown especially caters more to visitors than locals.

# Residents Struggle with Pro-Business Systems

There is a general perception among some residents that their quality of life is secondary to state-wide, probusiness systems that protect social venues operating in an unsafe manner and generating impacts.

# Insufficient Radius for Notification Systems

TABC requires that residential addresses or established neighborhood associations be notified of alcohol licensing changes within a 300-foot radius of the business property line. For the City's Outdoor Amplified Sound Permit, notification is required within 350 feet. There is a protest radius of 150 feet measured from the center of the building for the City's Outdoor Amplified Sound Permit. Residents say those residents outside of the 350 feet radius are also impacted.

# Negative Impacts to Kern Place Residents

The source of disruptive impacts stems primarily from venue patrons parking in the neighborhood. Patrons can be loud when returning to cars, urinate on people's lawns, litter, vandalize and damage property, and sometimes engage in violence. Businesses with outdoor patios playing amplified sound can also create sound disturbances.

# **Venue Sound Impacts Hotel Guests**

Some Downtown hotel guests complain about sound from social venues coming from outdoor or back patios, as well as rooftops. Note: DMD is exempt from the outdoor amplified sound ordinance but must still abide by the noise ordinance.

# Trash Management

Some dumpsters used by Cincinnati area businesses overflow prior to pick-up. There is also illegal waste dumping and trash placed outside of receptacles.

# Inadequate 311 Platform

Residents emphasize the need for a more comprehensive 311 platform to address issues effectively. The current lack of departmental connection results in unresolved problems, leading to perceptions of inefficiency.





# STRENGTHS CHALLENG CA

PUBLIC SAFETY Collaborative partnerships exist among City, County, State and Federal law enforcement agencies. Elimination of the current mandatory overtime police deployment model has emerged as an urgent need.



#### **PUBLIC SAFETY STRENGTHS**

#### Multi-Agency Safety Partnerships and Tech

There are strong working relationships among City's Health, Code Enforcement, Fire and Police Departments as well as Fort Bliss. Joint inspections are conducted quarterly. Fire may empty a venue if observed to be over-capacity. Technology such as Body Worn Cameras (BWCs) and security cameras assist in investigations.

#### Code Enforcement Team Deployed at Night

El Paso deploys a team of five nuisance Code officers until 11pm Wed-Thu and until 2am Fri-Sat. They conduct sound readings of venues and house parties and address parking violations as dispatched by 311 complaints or PD Dispatch.

#### Downtown's Police Metro Unit

Composed of 40 on-duty officers assigned seven days/week with three shifts of about 10-12 people, many of whom comprise a bike unit. Their primary purview is the ballpark, Southwest University Park, but they also deploy for events, protests and traffic control.





#### **Coordination Between City and Military**

Military leadership liaise with police to coordinate deployment during peak celebrations in social districts. Military Police (MPs) conduct joint patrols of the Cincinnati area on weekend nights and also partner on criminal investigations. When military personnel commit a Class C infraction (e.g. disorderly conduct, public intoxication, fighting, underage drinking), City police turn them over to MPs to face further military consequences/actions. Repeat offenders do not get turned over.

#### **PUBLIC SAFETY CHALLENGES**

#### Safety Issues Associated with Venue Clusters

Concerns and complaints include commission of serious crime, traffic and pedestrian safety, businesses out of compliance with state law and City ordinances, noise and nuisances, along with congestion and overcrowding. Between 2021-2023, the Cincinnati area generated 319 crimes against persons e.g. aggravated assault, disorderly conduct, public intoxication; 1,955 citizen calls for service; and 1,753 officer calls for service (EPPD, 2024). Nearly half of all crimes against persons that occurred within citywide social districts (which include 5 Points, Airway Blvd, Zaragoza Rd, Sunrise Plaza, Cincinnati) took place in the Cincinnati area.

#### Open Carry of Weapons in Texas

A permit or training is not required to openly carry a handgun in public for adults 18 and up. Although not allowed inside alcohol venues, weapons have been brandished and fired in public space near venues. Inadequate security checks at venues adds to the public safety challenges.



#### Mandated Overtime in Cincinnati Area

Since 2021, police mandated overtime for 20-24 officers and 3 supervisors on weekend nights based on a rotating schedule. Initially deployed both Fridays and Saturdays, the current schedule is Saturdays from 9pm-3am. Officers report low morale and burnout; residents find the current approach to be ineffective. Inconsistent staffing does not lead to relationship-building with venue staff. Officers do not receive specialized training on alcohol-related regulations. Between April 2021-July 2022, overtime costs exceeded \$1.1 million (EPPD).

#### **Mandated Overtime for Events**

For large events like parades, if there are not enough off-duty officers signed up, a mandatory draft is triggered which requires officers to work overtime to ensure public safety. Events generate other costs beyond off-duty officers, for it takes on-duty officers to process arrests, transport people to jail and conduct injury paperwork for off-duty officers. Busiest event season is between November and January.

#### Identification of Property Owners is Difficult

Public safety staff struggle to identify brick-andmortar property and business owners due to LLCs. Police need permission from private property owners to install security cameras to monitor public spaces.



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# STRENGTHS **CHALLENG** CA

VENUE

SAFETY

Some venue operators communicate on problem patrons and conduct in-house trainings. However, the gap in City or State requirements for common best practices for venue security leads to inconsistent safety procedures.



#### **VENUE SAFETY STRENGTHS**

#### Mix of Patrons on Cincinnati

Patrons in the Cincinnati area are described as a combination of UTEP college students, local residents, out-of-state residents (from New Mexico) young adults from Juarez and military personnel from Fort Bliss.

#### Some Vigilant Door Security

Door security at some venues were observed by RHI staff to deny entrance to intoxicated patrons who were acting in an aggressive manner.

#### Signage Prohibiting Guns in Bars

TABC requires bars and restaurants that "derive 51% or more of its income from the sale of alcoholic beverages for on-premises consumption must post a red '51%' sign...that says possession of a handgun on the premises is unlawful" (TABC, 2024).

#### **Effective Communication Among Venues**

Some venue operators are part of a Facebook messenger group to advise about problem patrons.



#### **Active Shooter Training**

The LGBTQ+ business community provides trainings on active shooters and conflict de-escalation for venue staff in Pride Square. The Police Department also provides active shooter training.

#### **Seller/Server Training Incentives**

TABC maintains a database of servers who have completed certificates. Incentives for businesses to require all staff undergo training include lighter penalties for first violations of sales to minors.

#### Meetings with Venues and Law Enforcement

New precedent was set for collaboration and discussion of best practices for venue safety in January 2024 through a meeting with about 30 venue owners, safety stakeholders, and residents.

#### "Off Limits" List for Military Exists

Active-duty military personnel are prohibited from patronizing certain bars included on the "off limits" list determined by the Quarterly Armed Forces Disciplinary Control Board. This list is generated when high-risk locations are identified where altercations have taken place involving military personnel.

#### **VENUE SAFETY CHALLENGES**

#### Restaurant and Bar Association Not Active

The association disbanded or is no longer active.

#### **Inconsistency in Venue Security Procedures**

There are no City or State requirements for venue safety best practices, so practices vary. Law enforcement reports that weapons are regularly found inside venues due to inadequate security checks, occupancy exceeds capacity, and minors are able to consume alcohol in some venues. There are glaring gaps in dedicated door security at some venues. The responsibility of some business owners is lacking when checking critical components such as verifying IDs, searching bags for weapons, and counting occupants.

#### Voluntary Server Training and Over-Service

The gap in mandated server training by TABC, and lack of widespread participation in voluntary training, was identified as a contributing factor to over-service.

#### Gap in Compliance with Closing Time Rules

Some venues do not adhere to closing times and create sound disturbances past legal operating hours.

#### Gap in Proactive Collaboration with Safety

Current interactions between safety agencies and venues stem from violations rather than a space of education and guidance on how to reach compliance.

#### Perceived Heavy-Handed Sound Enforcement

The current approach to sound enforcement is perceived as targeting with multiple violation notices and multiple staff to issue a single noise violation.

#### Military Involved in Safety Challenges

Military personnel were involved in 28% of serious incidents in bar clusters citywide between 9/1/22-9/1/23, including aggravated assault with a deadly weapon, assault causing bodily injury, murder and unlawful carrying of weapons. (Crime Prev., 2023). Military data indicates that soldiers who are ending their tour of service early (i.e. "chaptering out" due to misconduct) tend to engage in higher-risk behavior.



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# STRENGTHS CHALLENGES

SOCIAL

**VENUES** 

Page 24

El Paso is an excellent place to open and expand social venues for dining and entertainment, yet some venue operators struggle with the gap in collaboration and proactive engagement with government, military and City entities, especially law enforcement.



#### **SOCIAL VENUE STRENGTHS**

#### **Excellent Dining Options and Authentic Cuisine**

El Paso's dining scene boasts nationally recognized restaurateurs and an authentic Mexican dining experience. Downtown is comprised of mostly independently owned restaurants. There are over 1,400 establishments citywide that serve food, employing 32,000 people per the Texas Restaurant Association.

#### Multiple Options for Socializing

Cincinnati area offers smaller-scale, more intimate social spaces that are excellent for pre-and post-event socializing, as well as some family-friendly restaurants for lunch and dinner. Downtown offers upscale, contemporary dining and social spaces, as well as a dedicated live music venue. Pride Square is especially welcoming to the LGBTQ+ community. Locals especially value dog-friendly and family-friendly venues.

#### **Business Expansion and Growth Opportunities**

Operators value the City's growth potential and expansion opportunities.

#### Partnerships to Advocate for Venues

There is robust collaboration between Texas Restaurant Association (TRA), DMD, Visit El Paso, County Health, and TABC on behalf of businesses.

#### Visit El Paso Centralizes Event Information

The Visit El Paso website is an excellent resource for upcoming special events not only in public space but at multiple venue types (social venues, theaters, Don Haskins Center, UTEP, etc.)

#### **SOCIAL VENUE CHALLENGES**

#### Hospitality Venues Still in a State of Recovery

Many hospitality businesses remain in a state of recovery from the pandemic. Food-serving establishments still struggle with labor shortages and cost inflation.

#### Social Venues Missing in Citywide Marketing

Opportunities for dining and entertainment are invaluable to the visitor experience, yet the Visit El Paso website does not mention bars and restaurants except in reference to music venues and LGBTQ+ nightlife.

#### Gap in Trust and Proactive Engagement

It is perceived by many venue operators that touch points with government are limited to when businesses are possibly in violation of City ordinances or state laws. There is a perception that venue owners are not involved in decision-making about new City regulations, and that new rules are imposed without adequate education or notification.

#### **Inconsistent Fire Dept. Inspection Procedures**

Business owners expressed frustration with the Fire Department's inspection process, citing shifting requirements that result in revenue loss.



#### Perception of Unfairness with Noise Violations

Venues perceive noise violations as unfair due to difficulty in pinpointing the source of sound when multiple adjacent businesses are all generating sound. Also, criminal infractions for noise violations require legal assistance and court appearances, which cost time and money, creating an adversarial environment among venues and with government.

#### Identification of Resources for Soundproofing

Business owners identified the challenge of finding reliable companies to soundproof buildings, which would assist with addressing sound violations.

#### **Entertainment Gaps for Teens**

Concerns were raised about the lack of social activities for teens and minors under 21 years. Locals believe this gap may contribute to minors accessing social venues illegally and involvement in crime and nuisance behavior.



# STRENGTHS CHALLENGES

**PUBLIC** 

SPACE

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Events foster community cohesion and are a major driver of Downtown vibrancy, yet securing sufficient security is a growing concern. Public spaces are generally clean and well-lit, but dead zones inhibit the pedestrian experience.



#### **PUBLIC SPACE STRENGTHS**

#### **Central Business Corridors Well Lit**

The Downtown core, especially El Paso Street, is very well lit and aesthetically pleasing with decorative tree lighting in some places. Cincinnati Street is also well lit.

#### Fifty-two Percent of Visitors Come Downtown for Events

Types of Downtown events attracting visitors include #1 theater events (31%), #2 sporting events (27%), #3 street festivals (13%), and #4 arts and farmers market (10%), and restaurant crawls (6%) (DMD, 2023).



#### Event Planning Process and Review Team

The One Stop Shop website hosts event procedures for parades, temporary, and special events lasting more than 24 hours. Applications are reviewed by nine City departments, including Police, Fire, and Streets and Maintenance.

#### DMD Takes the Lead on Downtown Events

DMD coordinates several Downtown events and conducts stakeholder engagement with event organizers and property owners, whose permission is required. DMD also convenes an annual education meeting with TABC on how business owners can serve alcohol in the designated event area.

#### **Events Generate Minimal Sound Complaints**

Events that have a City-issued permit are exempt from the noise ordinance and from the Outdoor Amplified Sound Permit requirements. Ballpark fireworks generate some complaints from hotel guests, but overall events aren't associated with sound concerns.

#### Welcome Ambassador Program

DMD funds a team of welcome daytime ambassadors in purple uniforms to assist visitors between May-September and November-January (DMD, 2024).

#### **Downtown Cleanliness and Amenities**

Locals appreciate the clean, well-maintained public spaces Downtown thanks to DMD's sanitation team, as well as the modern, well-maintained, secure restroom at the Downtown Visitors Center, which is open until 10pm.

#### Parklets and Outdoor Dining

A process is underway by the City's Planning and Inspections department to streamline the permit process to allow more parklets and sidewalk cafes.

Barriers will need to be addressed re: cost of build-outs and infrastructure for heat and cold (misters, heaters).

#### **PUBLIC SPACE CHALLENGES**

#### **Cost and Officer Shortage for Event Security**

The cost of hiring off-duty officers is a minimum of \$25/hour and after the Walmart tragedy, can cost \$50-\$125/hour. Due to higher demand for off-duty police work and insufficient sign-ups, some event organizers must hire sheriff's deputies and constables, who are not as well-versed in event security practices.

#### Dead Zones Impact Pedestrian Experience

Some Downtown event attendees park in remote parking lots and on the street, where lighting is dim from vacant buildings and non-operational streetlights on Texas Avenue. Inconsistent lighting in alleys and parking lots in the Cincinnati area also negatively impact perceptions of safety.

#### Accessibility Barriers Inhibit Event Attendance

People who are differently abled or use wheelchairs have reported difficulty in attending events Downtown due to limited nearby parking accessibility and a gap in wheelchair accessible portable restrooms.

#### Aggressive Behavior in Public Space

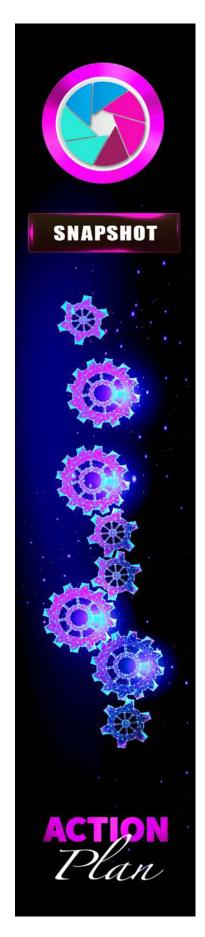
Visitors and employees have reported concerns about unsheltered, mentally ill and substance users behaving in an aggressive manner downtown.

#### Presence of Migrants in Public Space

At the time of this project, migrants gathered in public spaces and sometimes slept in the street. Many participants of this process expressed concern about their safety due to migrants' presence. Law enforcement indicates that while some crime has occurred, migrants have been mostly cooperative. Some migrants have locked themselves in restrooms during cold weather and have stolen toilet paper from fast food restaurants.

#### No Public Restrooms in Cincinnati Area

Walgreens offers a public restroom but only until a certain time at night.



# ACTION SNAPSHOT

#### **GOVERNANCE**

#### Hire a Nighttime Economy Manager

~ Create a Position Dedicated to Social Economy Governance

#### **Enhance TABC License Review**

~ Route Notifications to Safety Agencies

#### Elevate Local Alcohol License

~ Place Conditions to Ensure High Standards of Operation

#### Establish Systems of Proactive Engagement

~ Provide Up-Front Educational Resources to Venues at Opening

#### Enhance Systems of Local/State Collaboration

~ Between TABC, Venues and the City

#### Revise the Noise Ordinance

~ Mitigate Sound Proactively and Enhance Consistency for Enforcement

#### **Revise the Outdoor Amplified Sound Ordinance**

~ Close Loopholes and Expand Scope

#### **MOBILITY**

#### Create a Rideshare Hub

~ Promote Safe Rides Home

#### Increase Use of Mesa Street Garage

~ Cincinnati Area Patrons and Employees

#### Strengthen Parking Enforcement

~ Deter Patrons from Parking in Kern Place

#### **OUALITY OF LIFE**

#### **Expand Notification Area for Residents**

~ Alcohol Licenses and Outdoor Amplified Sound Ordinance

#### Coordinate More Frequent Trash Pick-Ups

~ Enhance Cleanliness of Cincinnati Area

#### **PUBLIC SAFETY**

#### Create a Specialized Hospitality Unit

~ Community Policing for Social Clusters

#### **Establish Quarterly Forums**

~ Facilitate Safety and Venue Communication

#### Continue Connectivity between City and Fort Bliss

~ Newcomers Briefs and Leadership Events

#### Create Bar Check Protocol for Police

~ Create a Partnership-based Approach to Venue Safety

#### Establish a No Loitering Ordinance

~ Facilitate Closing Time Egress in Social Clusters

#### **VENUE SAFETY**

#### **Develop Baseline Venue Safety Standards**

~ Elevate Professionalism and Enhance Patron Safety

#### Sexual Violence Prevention Program for Venues

~ Support Women's Safety in Social Venues

#### **SOCIAL VENUES**

#### Create an El Paso Nightlife Association

~ Advocate for Change with a Unified Voice

#### Promote Social Venues to Visitors

~ Engage Visit El Paso to Enhance Marketing of the Social Economy

#### Facilitate Recreational Activities for Youth

~ Engage Under 21s in Social Activities

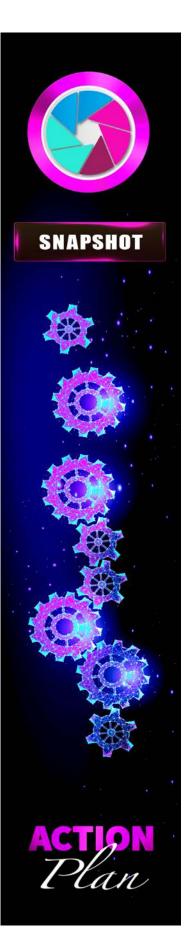
#### **PUBLIC SPACE**

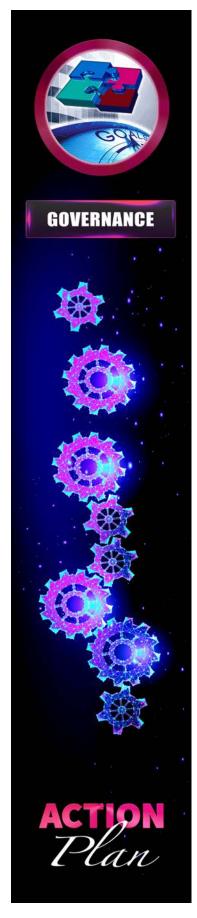
#### **Balance Event Vibrancy with Safety Needs**

~ Leverage Safety Resources and Proactive Education

#### **Enhance the Pedestrian Experience Downtown**

~ Strategic Lighting and Parking Garage Improvements





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#### **HIRE A NIGHTTIME ECONOMY MANAGER**

#### Create a Position Dedicated to Social Economy Governance

Nighttime sociability is a major driver of the local economy and of tourism, yet current interactions between venues and government agencies are limited to enforcement of violations. The creation of a dedicated staff position (i.e. Nighttime Economy Manager) will be central to the City of El Paso's commitment to sustaining a safe, vibrant, and well-managed social economy.

The position will serve as a liaison between government (licensing and public safety), community stakeholders and social venue operators to build trust, mediate disputes and establish an open line of communication. A Nighttime Economy Manager can change the currently adversarial dynamic so that government provides proactive support, engagement and educational resources to help this key industry segment succeed and stay in compliance from the onset.

Follow-through on the ideas generated in this report will be a critical function of this position. Additionally, positions like these are operating in at least 15 U.S. cities and are widely regarded as best practice.







#### **ENHANCE TABC LICENSE REVIEW**

#### **Route Notifications to Safety Agencies**

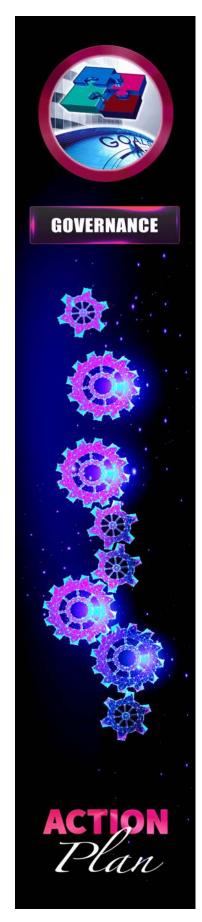
The City of El Paso's One Stop Shop plays a critical role in coordinating with TABC to approve state-issued on-premise alcohol license applications and issue a City alcohol license. This City entity is the only municipal touch point for alcohol license applicants at the time of application and issuance of an alcohol license.

As a result of the February 2024 roundtables facilitated by RHI, the One Stop Shop initiated a request to the City's IT department to route both alcohol license applications and issuance to the Code Enforcement, Fire and Police Departments via Accela. Because all Code Enforcement staff have access to Accela, while not all PD officers do, Code has taken the lead to ensure key police representatives are forwarded notifications. Additional stakeholders to consider routing to include City Council offices and City Manager. Notification to safety agencies can possibly trigger a more robust review process where City stakeholders can weigh in on approval of that business or imposition of conditions (if a system is developed to do so).

Routing of applications also addresses the issue of contact information for business owners, as the One-Stop Shop receives articles of incorporation with contact information for both the applicant and business owner. At renewal time every two years, there is a request for updated contact information, which will now be sent to key safety agencies, closing the gap in intra-municipal communication.









#### **ELEVATE LOCAL ALCOHOL LICENSE**

#### Place Conditions to Ensure Standards of Operation

Key stakeholders in the City have expressed a sense of powerlessness in swiftly addressing high-risk licensed venues operating out of compliance and/or generating public safety impacts. The prevalent perception is that it is easy to acquire an alcohol license, but it is very difficult to suspend or revoke that license privilege, even in the face of egregious violations.

The City of El Paso may have an opportunity to mitigate challenges at the front-end prior to issuance of alcohol licensing and/or renewal by using its own local license as a tool for greater compliance. The City has clearly stated its opposition to SB 577 and is continuing to issue its own local alcohol licenses (Texas Legislature Online, 2023; Springer & Harris, 2023).

It is best practice to issue a local permit that regulates the operation of the business as it pertains to sound, public safety, good neighbor policies, etc. This license may serve a purpose by providing the vehicle to create enforceable conditions. The change will also allow compliance efforts by serving as a place to interact early with new business owners before operation.

The local alcohol license process could be updated to require submission of a business plan, security plan, and sound mitigation plan, and include review by City Manager or City Council. It might also require input from local residents, public safety officials, and other impacted stakeholders.





#### **ESTABLISH SYSTEMS OF PROACTIVE ENGAGEMENT**

#### Provide Up-Front Educational Resources to Venues at Opening

Prior to a business opening, the City can and should deliver expectations for how a social venue that includes alcohol and entertainment should operate. This is a key period for engagement between venues, City government and law enforcement where relationships can be fostered.

Currently, the only substantive touch point is enforcement if a violation occurs, long after a business has begun operations. Government should serve as a proactive partner to help ensure businesses understand rules and best practices in advance with resources provided up front. This will not only help facilitate better rates of compliance, but also greater trust and collaboration between venues and government with the mutual goal of safe and vibrant social spaces.

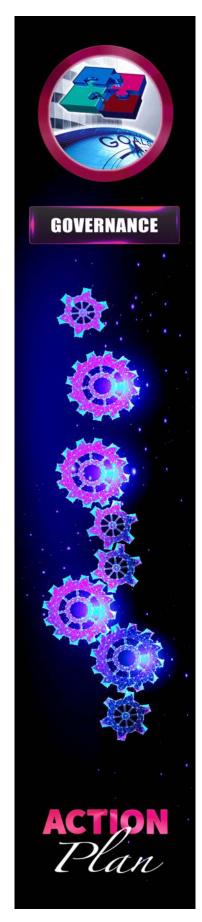
The Planning and Inspections Department's One-Stop Shop, as well as the soon to be launched Economic Development Department's Business One-Stop Shop (BOSS), can both serve this role in conveying expectations and providing educational resources. If a position of Nighttime Economy Manager is created, this is a place for earliest engagement.

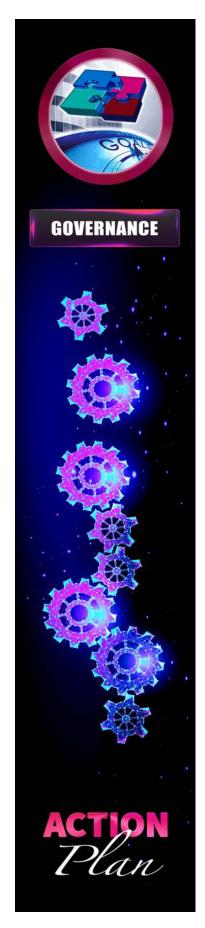
#### **ENHANCE SYSTEMS OF LOCAL/STATE COLLABORATION**

#### Between TABC, Venues and the City

TABC is highly responsive to requests for engagement and education, but the status quo has been for this to occur in an ad-hoc, one-on-one manner. Numerous resources are available online at TABC's website. However, there is benefit for regularly scheduled educational forums for current TABC license holders, prospective applicants and local law enforcement agencies.

More systematic communication, coordination and partnership is needed on an efficient, group-forum basis. This can also be an opportunity for TABC to clarify their role and limitations in addressing at-risk businesses.







#### **REVISE THE NOISE ORDINANCE**

#### Mitigate Sound Proactively and Enhance Consistency

Commercial Sound in El Paso is regulated by Municipal Code Chapter 9.40 Noise Ordinance, which covers all types of sound citywide. It is currently an ineffective tool to address sound complaints made by residents and hotel guests about social venues. Further, noise ordinances should be part of a compliance program for social districts, yet it serves as the only mechanism available for the City to regulate venue operations.

The current cycle of issuing multiple noise violations to venues, then having fines reduced or punishments deferred is frustrating and time-consuming for the hospitality industry and law enforcement alike. There is a need to refine this tool and more appropriately use it for achieving sound compliance.

Institute proactive education and training for social venue operators on how to contain sound and test operations to determine limits for each venue. Taking an ambient reading of sound in each social district will determine the baseline for that area.

The City should also consider changing violations for noise to administrative violations, similar to a parking ticket. Development of an administrative scheme with an appeals process will eliminate the need for Municipal Court interaction, attorneys and witnesses. Administrative fines can trigger escalating penalties, and can be extremely effective in changing behavior as they can be quite expensive if ignored. Police and Code Enforcement should develop a policy to ensure that sound reading and citation issuance methods remain consistent.

Review Appendix for a historical overview and outline of limitations of the current legislation.





#### **REVISE THE OUTDOOR AMPLIFIED SOUND ORDINANCE**

#### Close Loopholes and Expand Scope

The current Outdoor Amplified Sound Permit criteria is too limited to address community concerns. There is an opportunity to broaden the scope of the permit and use it as a tool to convey conditions of operation for a social venue. Any business with outdoor amplified sound should be required to obtain a permit for this activity, regardless of where the nearest sensitive use might be (the current permit is only required if within 350' of a residence, motel, or hotel).

While it is clear that businesses located in close proximity to current residential neighbors are more at risk for complaints, El Paso continues to grow and build housing. The DMD exemption should be removed to make the scope of the permit equitable. Other loopholes that need to be addressed include the hours for outdoor sound only applying to 10pm-12am when many bars are open until 2am. A broader expansion of scope could include the entire premises if open doors and windows allow sound (from interior amplified sound) to escape outside.

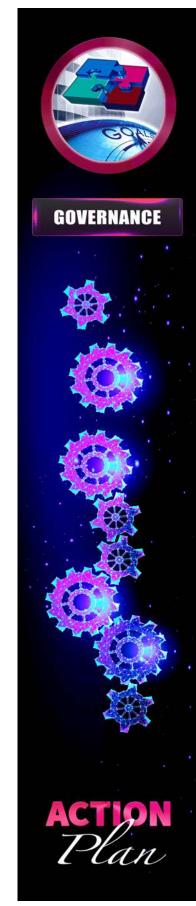
Review Appendix for a historical overview and outline of limitations of the current legislation.



#### **Detailed Checklist for Governance**

Review goal statements and checklists with recommended steps for each action item on a separate page.







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#### **CREATE A RIDESHARE HUB**

#### **Promote Safe Rides Home**

While many patrons still drive personal vehicles, rideshares are typically the most common mode of alternative transportation for nighttime venue patrons due to their availability at night and early morning. There is little to no mass transit available. The district attorney created a rideshare voucher program, however, there is limited awareness among patrons or venue operators.

Designated locations for rideshare vehicles currently exist in Cincinnati area, on Stanton and Cincinnati streets, with space for three to four vehicles to queue without impeding traffic. However, law enforcement vehicles occupy the spaces and the signage ("loading zone") is unclear. There is an opportunity to promote rideshare vouchers to venue patrons and to establish clearly signed, dedicated pick-up locations for rideshare vehicles to incentivize ease of use by both patrons and rideshare drivers. A robust marketing and education campaign will require support and engagement from venue operators and rideshare companies.





#### **INCREASE USE OF MESA STREET GARAGE**

#### By Cincinnati Area Patrons and Employees

The quality of life impact and sound disturbances to Kern Place residents at night can be significantly reduced by having venue patrons stop parking in their neighborhood and instead, use an under-utilized nearby asset: the Mesa Street garage on Glory Road. However, legitimate safety concerns exist when asking patrons to cross a four-lane state highway (Mesa St.). Safety improvements to infrastructure are critical.

Participants suggested researching traffic calming devices, better lighting, increasing crosswalk time, installation of flashing lights, and possibly a designated crossing guard staff position. Once safety issues are addressed, awareness will need to be enhanced about the garage's features (ample parking, excellent lighting, free after 8pm, and overnight parking as an option for \$10 max). Educational materials can inform people about other initiatives, including the rideshare voucher if they are intoxicated. Venue operators will play a key role in messaging to encourage patrons to use the garage.





#### STRENGTHEN PARKING ENFORCEMENT

#### Deter Patrons from Parking in Kern Place

A consistent enforcement approach involving towing of vehicles may be needed to keep venue patrons from parking in the Kern Place residential permit parking area and move those cars into the Mesa Street garage. A notification "grace" period can be used for several weeks to notify violators that enforcement will begin on a specific date. The flyers can also promote the rideshare voucher and the Mesa Street garage as the designated location where they should park when patronizing Cincinnati area. Coordination of multiple tow trucks could begin to tow vehicles to a nearby, temporary holding location to quickly tow as many vehicles as possible out of the neighborhood, then move them to an overnight holding location.

Buy-in and coordination among Parking Enforcement, Code Enforcement, police, residents and venue owners and managers will be critical to the success of this initiative. Towing of vehicles was deemed to be a more effective consequence than parking citations, as these are reportedly ignored or dismissed by municipal court. Further, the lack of parking enforcement and towing in a Residential Permit Program (RPP) area further heightens the environment of permissiveness and perception that rules do not need to be followed.



#### **Detailed Checklist for Mobility**

Review goal statements and checklists with recommended steps for each action item on a separate page.

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separate page.





#### **EXPAND NOTIFICATION AREA FOR RESIDENTS**

#### Alcohol Licenses and Outdoor Amplified Sound Ordinance

Residents would like to see an expanded notification area for TABC's alcohol licensing (currently 300'). They would also ask for an increased notice area for the City's Outdoor Amplified Sound Permit (currently 350' for notification and 150' for protest). An increase in distance requirements would enable greater resident awareness and input to be provided, as potential impacts to the neighborhood may extend beyond the current threshold. Expanding the set of stakeholders will also ensure broader awareness. The current system with TABC only notifies property owners, which misses other key stakeholders, including renters and neighborhood associations. The One Stop Shop mails out postcards, but an additional step could be email notifications to the neighborhood association.

Ideally, there would be an opportunity to submit feedback and lodge a potential protest. Residents are currently constrained by state rules that limit citizen protests except in narrow circumstances. According to TABC's Application Protest Policy, only citizens who live within 300' of the proposed premises are allowed to lodge a protest, yet they are not allowed to protest an application for a mixed beverage permit if there is a subordinate Food and Beverage certificate. Citizens further do "not have a right to protest any renewal application unless it is a sexually-oriented business" (TABC, 2024). One possible avenue is more robust communication between residents and City Council, which does have standing to protest, by expanding the distribution list from the One Stop Shop to include Council members.







#### **COORDINATE MORE FREQUENT TRASH PICK-UPS**

#### **Enhance Cleanliness of Cincinnati Area**

Food and beverage businesses consistently generate significant waste, especially on Friday and Saturday nights. During the height of the COVID pandemic, when waste production was lower, two to three businesses began to share dumpsters in Cincinnati area to reduce costs. Sharing of dumpsters is still beneficial due to limited alley space in the district, but the increase in business activity, and therefore trash, has led to reconsideration of current procedures. Some businesses leave trash on the side of the curb while others are unsafely storing dumpsters in garages and loading areas, which is a fire hazard.

Consequently, residents often report trash piled up in alleys and overflowing dumpsters, which impacts the perception of area cleanliness and hinders the ability to host daytime events on weekends. There is a need for greater coordination of trash storage among businesses and more frequent pick-ups by the several private companies that provide waste management. Finally, coordinated education and enforcement among Environmental Services Department (oversees dumpsters) and Code Enforcement Bureau (oversees overflowing trash) with businesses is needed to ensure compliance with new trash policies.



#### **Detailed Checklist for Quality of Life**

Review goal statements and checklists with recommended steps for each action item on a separate page





#### **CREATE A SPECIALIZED HOSPITALITY UNIT**

#### **Community Policing for Social Clusters**

Social clusters throughout the city (Cincinnati, Five Points, Airway Blvd, Zaragoza Rd.), especially on the westside, are resource intensive on weekend nights and require a new paradigm for policing. The current use of mandated overtime is not ideal nor sustainable and is perceived to be ineffective by the community. Between April 2021-July 2022, more than \$1.1 million was spent on overtime police in Cincinnati area.

Creation of an on-duty police unit dedicated to social districts with specialized training on alcohol laws can help EPPD align with community policing methodology and national best practice. Transitioning to a new approach can reduce costs, lower the number of officers deployed and lift officer morale. During the week and daytime hours, the unit can engage in relationship-building with key stakeholders, including venue operators, security staff, residents and TABC, as well as conduct proactive compliance training. On Friday and Saturday nights, the unit can be deployed in a roving manner to provide coverage of the city's most active social clusters, surrounding neighborhood and parking areas.



#### **ESTABLISH QUARTERLY FORUMS**

#### Facilitate Safety and Venue Communication

Build upon the successful turnout of the January 2024 meeting between safety agencies and venue operators to schedule quarterly forums. Continue to include safety stakeholders such as TABC, police, code enforcement, and the county attorney. The agenda can include open dialogue on priorities and concerns. These meetings are an opportunity for law enforcement to convey best practices for social venues and to foster collaboration.



#### **CONTINUE CONNECTIVITY: CITY AND FORT BLISSS**

#### Newcomers Briefs and Leadership Events

After the first series of meetings held by RHI for El Paso's Sociable City Assessment, military representatives have already taken a series of actions to strengthen connectivity between the City and Fort Bliss. The military representatives in attendance extended an open invitation to El Paso Police Department and the City's Public Information Officer to attend weekly in-processing meetings that take place with new military recruits.

These Newcomers Briefs are an excellent opportunity for EPPD to proactively share the City's expectations for military personnel's behavior off-post and to share past precedent for crimes involving military in bars and social districts. (Military personnel were involved in 28% of serious incidents in bar clusters citywide between 9/1/22-9/1/23, per EPPD). Speakers can be regularly rotated until a more formal video can be developed and shown during meetings. An additional outcome from meetings held by RHI is the introduction of a new event series, a Senior Law Enforcement Conference, coordinated by Fort Bliss to assure seamless continuity between the City, outgoing and incoming military leadership on priorities.







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#### CREATE BAR CHECK PROTOCOL FOR POLICE

#### Create a Partnership-based Approach to Venue Safety

Venue operators report that current procedures for law enforcement inspections are intimidating and adversarial with many staff (Police, Code Enforcement, Fire, Health, Planning and Inspections, Building Departments) entering at the same time during venues' busiest hours. Businesses may be cited for violations of existing rules or new policies of which they are not aware. As the mutual goals are compliance and safety, a more collaborative environment should be fostered.

Prior to inspections being conducted, educational forums can help businesses understand the purpose of inspections and what will be examined so that venues have the opportunity to take corrective measures in advance. This will help alleviate the "gotcha" mentality that is perceived.

While some checks will likely need to continue at random, and multiple staff may still need to enter premises simultaneously for officer safety and efficiency, the manner in which they enter can be improved. Businesses and police should collaborate on protocols for bar checks for clarity and trust building. Venue staff can then be trained on the mutual protocols and appropriate responses and procedures to assist officers. Wherever possible, inspections of physical premises (e.g. by fire department, building inspectors) that do not require observation of a business in full operation with patrons present should be scheduled during non-peak hours.



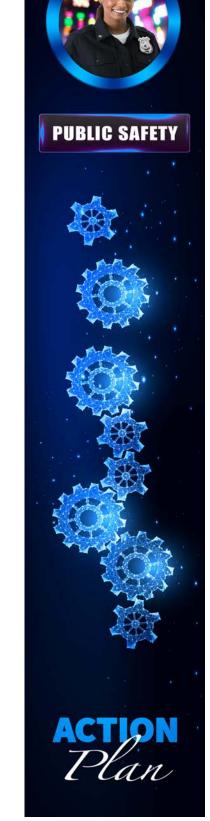


#### **ESTABLISH A NO LOITERING ORDINANCE**

#### Facilitate Closing Time Egress in Social Clusters

Creation of a narrowly defined "no loitering" ordinance may assist law enforcement with facilitating patron egress after closing time in social clusters. The only tool currently available is a sidewalk ordinance, where patrons cannot be on the sidewalk after closing time, which forces them into the roadway. A "no loitering" ordinance can give police the authority to further move people along to clear the area, where many currently linger. The faster an area is cleared, the less opportunity for fights and noise disturbances to be generated.

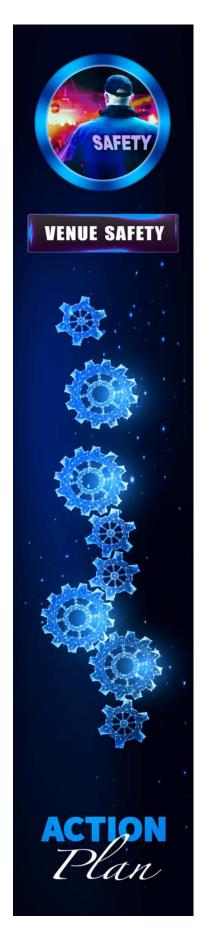
A model for this is San Francisco's Police Code Section 121, which prohibits loitering around nightclubs (as defined) between 9pm and 3am when the venue is open for business. A person loiters outside a nightclub when "the person remains as a pedestrian for a period of over three (3) minutes within ten (10) feet from the entrance to the nightclub or within ten (10) feet from any point on any lines formed at the entrance to a nightclub." This doesn't include anyone waiting in line, smoking or engaging in any other lawful activity. A warning is then required by venue security, to allow for compliance. After this, Police can cite or arrest.





#### **Detailed Checklists for Public Safety**

Review goal statements and checklists with recommended steps for each action item on a separate page.





#### **DEVELOP BASELINE VENUE SAFETY STANDARDS**

#### Elevate Professionalism and Enhance Patron Safety

It is in the best interest of the City to encourage and facilitate as many educational opportunities and resources for venues to manage safe environments to prevent public safety impacts. Operators should develop and promote baseline standards for venue operations and security of businesses that serve and sell alcohol. Programs exist that can be modeled after, such as Dallas' Copper Star Certification program, as well as best practice guides for nightlife venues.

Common venue safety practices include stationing security at the door to greet guests and check bags for weapons, use of technology such as ID scanners and security cameras, occupancy counters to track capacity, and conducting training for staff on conflict de-escalation and incident response. Incentives can be developed for participation in such educational programs, such as marketing and possible discounts on insurance costs.

The City, as a show of good will and to foster partnership with venues, can host or underwrite quarterly seller/server trainings with TABC-certified third-party providers.

Due to the current regulatory environment in the state, rewards and incentives are the only available mechanism to encourage voluntary participation. Unlike in other states, TABC does not mandate seller/server training; instead, they strongly encourage the training and offer reduced fines for initial violations if all staff have seller/server training certificates.

Likewise, the City of El Paso does not currently have a mechanism to proactively require venues, upon opening, to enact certain operating conditions that are stricter than or that contraindicate state rules. There are systems in place to require venues to upgrade security measures (e.g. armed guards) after violations are reported at the behest of TABC and the Nuisance Abatement Team. RHI suggests a change in philosophy to raise baseline standards for all venues, rather than only imposing higher security and operational standards only on businesses that are not in compliance.



#### **SEXUAL VIOLENCE PREVENTION PROGRAM FOR VENUES**

#### Support Women's Safety in Social Venues

There is a need to focus on women's safety in social venues due to a deeply rooted cultural tradition of machismo and the highly masculine cultural identity of the military, which comprise a large percentage of social venue patronage. There was a general lack of familiarity with national women's safety campaigns specific to hospitality businesses among venue staff and patrons. Further, there is a need to counteract victimblaming and victim-shaming when incidents do occur and to create a safer socializing environment for women.

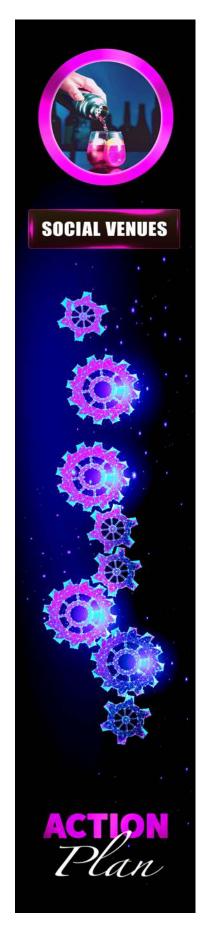
National and global campaigns already exist for prevention of sexual harassment and sexual violence in social venues. A coalition of stakeholders in El Paso can adopt, customize and implement the campaigns that are deemed most effective for the local environment. Staff training on how to identify potential signs of predatory behavior and procedures for how to intervene, coupled with social marketing and education of the public, are key aspects of sexual violence prevention in nighttime social settings. Education on the concepts of consent and bystander intervention ensures a safer environment for all to socialize, especially women, members of the LGBTQ+ community and other vulnerable populations.



#### **Detailed Checklists for Venue Safety**

Review goal statements and checklists with recommended steps for each action item on a separate page.







#### **CREATE AN EL PASO NIGHTLIFE ASSOCIATION**

#### Advocate for Change with a Unified Voice

Nighttime social venues are independent entrepreneurs who often operate in isolation but share many of the same concerns and challenges. When safety incidents affect one venue, they can negatively impact everyone. Venues "sink or swim" together and therefore need to solidify cooperation and collaboration. Creation of a nighttime business association, whether in collaboration with the Texas Restaurant Association or separately, can help operators communicate with a unified voice.

Creation of a formal group of venue operators can provide a way for the City and DMD to coordinate with the industry on new initiatives and services. One potential agenda item is to make a formal request for how revenue generated from the alcohol sales tax can be used to fund initiatives or programs that are a priority to venue operators to provide safe, well-managed places to socialize. Another would be to conduct an economic analysis of the sector to quantify its importance in terms of overall revenue and local jobs.



#### **PROMOTE SOCIAL VENUES TO VISITORS**

#### Engage Visit El Paso to Enhance Marketing of the Social Economy

El Paso has an abundance of social clusters (e.g. Cincinnati area, Downtown, Zaragoza Rd., Five Points) and excellent venues to dine, dance and be entertained. Going out to socialize is a key part of the El Paso experience, yet bars and clubs are not explicitly promoted on the Visit El Paso website outside of the category of LGBTQ+ nightlife. The "Dining and Drinking" sub-category on the website can be expanded with more information about restaurants and bars alike. While events and festivals are heavily promoted, there is a missed opportunity to educate visitors and residents alike on where to go to access unique social experiences inside brick and mortar locations.



#### **FACILITATE RECREATIONAL ACTIVITIES FOR YOUTH**

#### **Engage Under 21s in Social Activities**

El Paso's under 21 population are too young to enter licensed premises but account for a large number of people who are looking for places to socialize (e.g. young residents, UTEP students and Ft. Bliss recruits). This group deserves equitable access to age-appropriate opportunities to connect with friends and peers and to learn how to do so safely. Currently, youth create their own gatherings at house parties or attempt to illegally drink at social venues. Some use alternative IDs, and in some cases, are not asked to show proof of age to enter venues without door staff. Since the Texas state ban on cities' use of juvenile curfews in September 2023, curfews are not a viable option. Ignoring this population will only continue to have impacts on social venues and public space. Greater parental involvement is key, but there is recognition that many parents are low income and work multiple jobs to support their families. Military members and college students are no longer under the care of their parents.

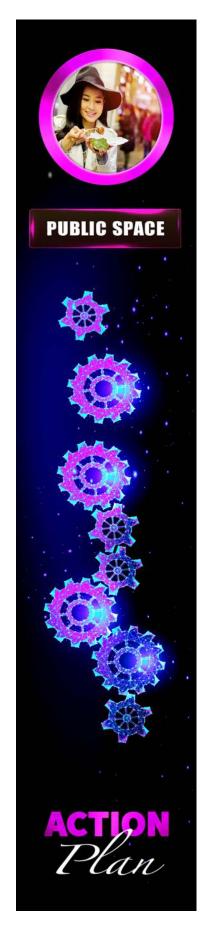
Providing recreational opportunities can help facilitate socializing in safer settings and reduce youth involvement in crime. Featuring guest speakers who are influencers in film, sports, and gaming, as well as dance-athons, movie nights, etc. are ways to attract youth. While many programs already exist, there is limited awareness of these events, and cost and transportation can also be barriers. A coordinated initiative to engage youth in El Paso and Juarez both in English and Spanish will ideally involve youth in the planning and marketing to ensure interest and attendance. Investing in this population will pay dividends for the future of the City of El Paso.



#### **Detailed Checklists for Social Venues**

Review goal statements and checklists with recommended steps for each action item on a separate page.







#### **BALANCE EVENT VIBRANCY WITH SAFETY NEEDS**

#### Leverage Safety Resources and Proactive Education

Events and festivals are a major contributor to the city's vibrancy, yet there are growing concerns by law enforcement regarding adequate provision of staff. The consistent gap in availability of off-duty officers for events can be filled by leveraging non-police resources provided they receive event safety training. These may include county sheriffs' deputies, constables (peace officers), retired police officers (if sponsored by the PD or a community college), DPS state troopers, college police and school resource officers. This may alleviate the current challenge of police department mandating overtime or drafting officers to work events when there are insufficient volunteers.

Development of systems to track and analyze the economic benefit and costs of each event will assist all parties with smarter resourcing. This should include regular after-action meetings between City departments and event organizers to review any incidents and to ensure long term success. Positive safety records should allow the City to consider reductions in security costs where possible.

Producers also requested greater transparency and guidelines on what to expect for security needs. While some factors for security are discretionary (e.g. history of the event producer, national security events), certain event components consistently trigger higher security needs, such as anticipated attendance and whether alcohol is served. In addition, event producers would benefit from greater proactive, educational resources and engagement opportunities.

The City should re-institute pre-event meetings to ensure a better planned event and create an Event Production guide with best practices for operations, management and safety to help event organizers produce consistently safe, well-managed events.





#### **ENHANCE THE PEDESTRIAN EXPERIENCE DOWNTOWN**

#### Strategic Lighting and Parking Garage Improvements

The Downtown core is well-lit and inviting, especially El Paso Street due to decorative tree lighting and placemaking banners. There is an opportunity to make the pedestrian experience safe and seamless by activating the more remote parking areas on the periphery of the Downtown core (e.g. North of Mesa, Mill Street, Paisano), where there are less pedestrians, lighting is dim, and there are vacant businesses and neglected properties.

The addition of decorative lighting in currently dark paths and dead zones may help deter crime and nuisance activity. There is a more strategic opportunity to address targeted areas e.g. Texas Street, where streetlights are reported as consistently non-operational. There is also a need to address safety concerns associated with the parking garage located at Overland and Santa Fe, a forgotten asset run by the Convention Center, which is avoided by locals due to lack of cleanliness and presence of unsheltered.

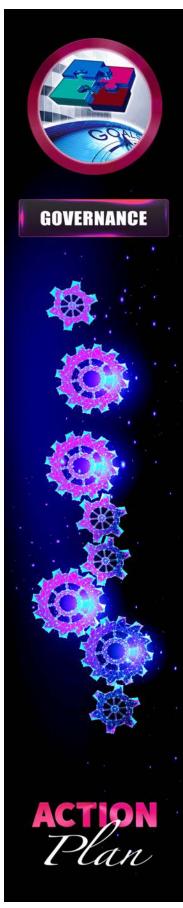




#### **Detailed Checklists for Public Space**

Review goal statements and checklists with recommended steps for each action item on a separate page.





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#### HIRE A NIGHTTIME ECONOMY MANAGER

# Create a Position Dedicated to Social Economy Governance **GOALS**

Serve as a liaison between government and venue operators to convey new rules, and procedures; act as a communication hub between government agencies; develop and disseminate educational resources; mediate disputes between residents and venue operators; and establish transparency and consistency in interactions with key stakeholders.

#### STEPS: DETERMINE PLACEMENT AND FUNDING

- ☐ Create an advisory group to discuss pros and cons of different placement options and funding sources for the Nighttime Economy Manager position.
- ☐ Placement within government may be difficult but will give the position much greater authority to coordinate departments. Placement outside of government (e.g. within the Downtown Management District) may be viewed more positively by the hospitality industry, but the role may be limited in scope to one district versus citywide.

#### STEPS: SHORT-TERM STEPS ONCE THE POSITION IS CREATED

- ☐ Compile contact information for venue staff (owners, managers, servers) and set up an E-Newsletter that features educational content, notification of new rules/policies, and resources available.
- ☐ Set up trainings on relevant topics e.g. active shooter response, procedures for addressing an overdose, and use of Narcan.
- ☐ Develop resources for hospitality industry, including "how-to" guides.
- Facilitate monthly, then quarterly meetings among nightlife venue operators to discuss concerns and challenges.
- ☐ Facilitate monthly, then quarterly meetings among government agencies e.g. Police, Fire, Code Enforcement to discuss shared challenges and priorities.
- Schedule occasional educational forums ("Town Halls") among venue operators and government agencies to discuss policy updates.
- ☐ Create a mediation program similar to NYC's MEND program.



#### **ENHANCE TABC LICENSE REVIEW**

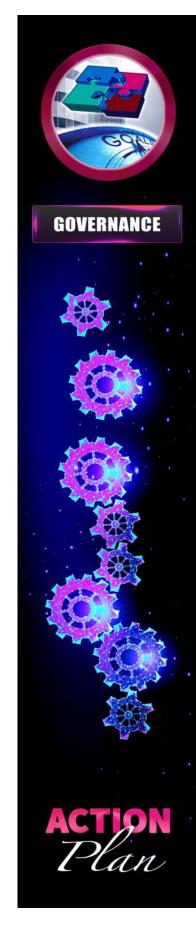
#### **Route Notifications to Safety Agencies**

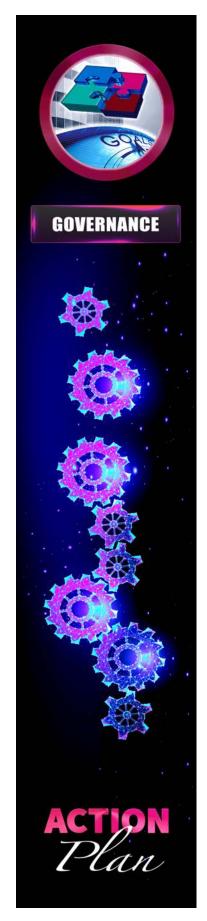
#### **GOALS**

Close the identified gap in notification and awareness about new alcohol license applicants by safety stakeholders by creating automatic routing. Help safety agencies plan and update resource deployment based on new businesses in a social district. Add further review at City Council or City Management level to allow local input.

#### **STEPS**

- □ ALREADY DONE: One-Stop Shop staff opened an IT ticket to request new routing procedures. TABC Licensing Application Summaries and issuance notifications for both on-premise and off-premise service and sale of alcohol are now automatically routed to key stakeholders, including: Fire Department, Police Department and Code Enforcement Bureau.
- ☐ Consider additional routing by One-Stop Shop to council members' offices or City Manager.
- When Code Enforcement staff receive TABC application summaries and issuance notifications to forward to Police Department's regional command staff and any other key police stakeholders without an Accela account.
- ☐ Secure additional Accela software licenses for Police Department's regional command staff and facilitate training of police on Accela.
- ☐ Explore additional information sources for a business owner's contact information. Foster City/county partnership to ensure One-Stop Shop communicates the need for a county-issued Assumed Name Certificate, which is supposed to be renewed every 10 years. Identify how to access the county's certificate information. Accela also has information on the business manager.
- ☐ If deemed necessary, initiate a review and protest process during the allowable TABC window: within 15 days after original application, 60 days before issuance and, and within 60 days of expiration for license renewals.







#### **ELEVATE LOCAL ALCOHOL LICENSE**

# Place Conditions to Ensure High Standards of Operation **GOALS**

Create a system for robust local input on new local alcohol license applications by safety and community stakeholders to communicate the City's expectations and conditions for operation.

#### **STEPS**

- ☐ Create a Local Alcohol License Review Process. Determine how to review individual licenses (sub-committee, staff review, etc.).
- Require the submission of business plan, security plan, neighborhood outreach, and sound mitigation with the application.
- ☐ Request Chief of Police to identify appropriate officer for reviews of new and renewing alcohol license applications and create timely turnaround deadlines.
- ☐ Create a list of neighborhood organizations and create an outreach process to ensure opportunity for input with a timely turnaround deadline.
- ☐ Consider creating a review committee (much like Special Event review meetings) where multiple government department representatives may discuss applications together if time allows.





#### **ESTABLISH SYSTEMS OF PROACTIVE ENGAGEMENT**

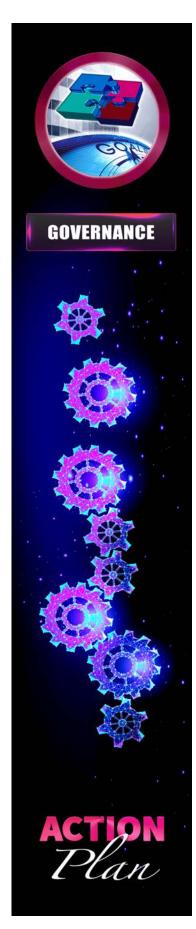
# Provide Up-Front Educational Resources to Venues at Opening **GOALS**

Increase awareness among new and established business owners about the City's expectations for their operations. Provide educational resources to help operators stay in compliance. Create trust between businesses and the City.

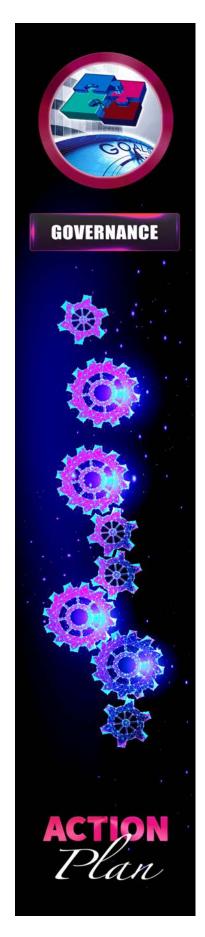
#### **STEPS**

- Economic Development Department's Business One-Stop Shop (BOSS) and current One Stop Shop staff to be trained on how to discuss business plan development with bars and restaurants.
- ☐ Police, Code Enforcement and Fire Department to collaborate on development of an educational safety guide on City, county and state rules and best practices in English and Spanish for venue operators to set them up for success.
- ☐ Develop a training video in English and Spanish on how to open a bar or restaurant with best practices on safe operations. Use the existing model of free online training for convenience stores.
- Distribute safety resources and training video to both the One-Stop Shop and the BOSS.
- ☐ Hold an annual forum where One-Stop Shop, BOSS and safety departments present about safety requirements and best practices.





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#### **ENHANCE SYSTEMS OF LOCAL/STATE COLLABORATION**

Between TABC, Venues and the City

#### **GOALS**

Enhance communication between TABC, license holders, and a broader set of municipal decision makers. Recognize the mutual desire by City and TABC for businesses to operate safely and in compliance. Identify and address high-risk businesses in a collaborative and efficient manner.

#### STEPS: ESTABLISH ALCOHOL LICENSE DATABASE REVIEW PROCEDURES

- Request that TABC conduct a tutorial with the Police Department's data analysis teams on how best to export reports on license holders from https://apps.tabc.texas.gov/publicinquiry/RosterLocation.aspx
- Assign City staff a monthly database export and cross-reference with the previous month's listing to identify active business applicants that are new, as well as any TABC suspensions or revocations. Route this information in a monthly report to key City agencies (Police, Fire, Code).
- Communicate requests for improvements to the TABC database system, including the ability to filter out "blue sign" (restaurants where less than 51% of revenue is derived from alcohol sales) and "red sign" (bars where more than 51% of revenue is derived from alcohol sales) holders to better understand the number of restaurants and bars. Communicate what other information would be helpful.

#### STEPS: SCHEDULE GROUP MEETINGS AND TRAININGS

- ☐ Create a schedule of mutually agreed upon dates in-person, virtually and/or hybrid forums between City stakeholders, venue operators, and TABC.
- ☐ Pre-schedule an annual training ("refresher" and update to rules.)



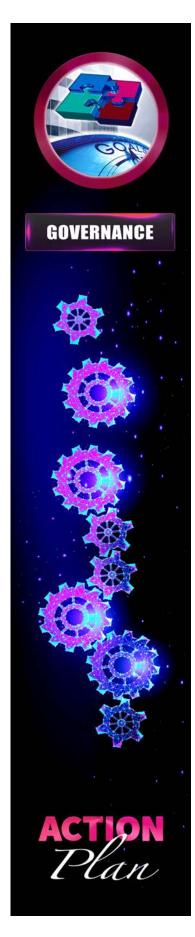
#### **REVISE THE NOISE ORDINANCE**

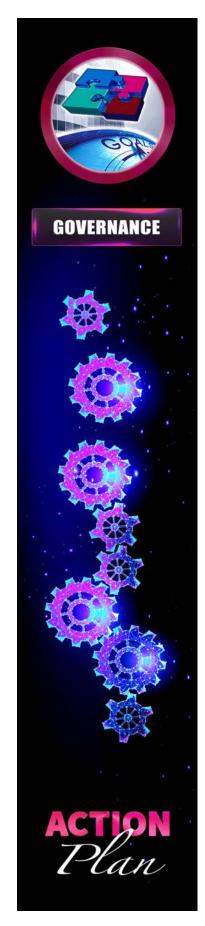
# Mitigate Sound Proactively and Enhance Consistency **GOALS**

Identify proactive ways to mitigate sound. Increase transparency in sound readings and enhance consistency of enforcement.

#### **STEPS**

- ☐ Institute up-front education and training for new (and operating) social venue operators on sound requirements and rules. This may include training on sound meters and how they work.
- ☐ Require sound containment for social venues and include an inspection or test before operation begins. This will allow operators to understand where their limits are from the start.
- ☐ Set sound levels (dBA and dbC) for each venue by using sound technician or other trained staff to test sound system at highest volumes and lower to find the levels that do not violate higher than 10dBA above the ambient at the property line. This requires taking an ambient reading before levels are set.
- ☐ Consider setting sound levels at a district level, if venue level is not possible. Ensure consistent procedures for noise violation enforcement by Code and Police. Be clear that interaction needed with operator on site and also where reading will be taken (consistent property line).
- ☐ Consider changing violations for noise to administrative violations, like a parking ticket. Develop an administrative scheme with appeals process. This will eliminate the need for Municipal Court interaction, even outcomes, attorneys and witnesses. Administrative fines can trigger escalating penalties and can be extremely effective in changing behavior as they can be quite expensive if ignored.
- ☐ Consider changing violations for noise to administrative violations, like a parking ticket. Develop an administrative scheme with appeals process. This will eliminate the need for Municipal Court interaction, even outcomes, attorneys and witnesses. Administrative fines can trigger escalating penalties and can be extremely effective in changing behavior as they can be quite expensive if ignored.







#### **REVISE THE OUTDOOR AMPLIFIED SOUND ORDINANCE**

#### Close Loopholes and Expand Scope

#### **GOALS**

Remove loopholes in the current ordinance and make it more equitable to all areas of a city, anticipating the growth in housing.

#### **STEPS**

- ☐ Change permit application to allow for outdoor sound at all hours during operation if permitted with sound impact plan and mitigation.
- ☐ Inspect locations with permits prior to opening to ensure compliance.
- ☐ Consider using the permit more broadly to cover the entire premises if doors and windows allow sound to leave the premises.
- ☐ Remove the DMD exemption.
- ☐ Eliminate the 350-foot rule and apply permit to ALL venues with outdoor amplified equipment.
- ☐ Set up educational and financial assistance for venues to help soundproof and purchase equipment that is appropriate for the venue.
- ☐ Ensure compliance agency has the capacity to manage permittees and clear rules and guidelines that can be fairly applied across the city.





#### **CREATE A RIDESHARE HUB**

#### **Promote Safe Rides Home**

#### **GOALS**

Reduce DWIs and lower both vehicle and pedestrian collisions and fatalities involving alcohol consumption. Improve traffic safety and pedestrian safety. Alleviate traffic congestion to clear the Cincinnati area faster at closing time. Provide a reliable, safe way for venue patrons to return home from venues.

#### **STEPS**

- ☐ ALREADY UNDERWAY: A proposal by EPPD for more parking along Stanton for rideshare vehicles.
- Confirm existing curb-cut area on Stanton and Cincinnati area can be used for the rideshare hub.
- ☐ Update signage to clearly mark the location as a rideshare hub. Include hours of operation.
- ☐ Inform law enforcement about the hub so vehicles no longer occupy spaces dedicated to rideshares.
- ☐ Initiate contact with Uber and Lyft to discuss the plan. Explore geofencing to restrict pick-ups to the designated location.
- ☐ Identify and address safety concerns or barriers such as lighting, queue management, wayfinding, etc.
- ☐ Launch an educational campaign to provide venue operators with the rideshare voucher QR code and information about the hub. Request venues share information on social media, newsletters, and other marketing campaigns.







#### STRENGTHEN PARKING ENFORCEMENT

#### Deter Patrons from Parking in Kern Place

#### GOALS

Discourage parking in the Kern Place neighborhood by venue patrons by providing an effective "stick" (enforcement) while also educating patrons about their parking options.

#### **STEPS**

- ☐ Convene meetings with venue operators, residents, Code Enforcement, Police and Parking Enforcement, and representatives of City-contracted towing companies to discuss the plan.
- Develop educational flyers that can be distributed digitally and on parked cars.
- During the education and notification phase, place flyers on every Friday-Saturday night for a certain number of weeks in the Kern Place neighborhood warning their car will be ticketed and towed starting on a certain date. Include information on the rideshare voucher and available parking at the Mesa Street garage.
- ☐ After the grace period, deploy enforcement officers.
- ☐ Coordinate with towing companies to designate a temporary holding location near Cincinnati area to bring vehicles to efficiently drop off a large number of vehicles. Ensure a rotation of tow trucks and companies. Explore whether UTEP's parking lot could be used for this purpose.
- ☐ Identify ordinance changes to allow tow companies and Code Enforcement to authorize tows without police officers being dispatched.



#### **INCREASE USE OF MESA STREET GARAGE**

#### Cincinnati Area Patrons and Employees

#### **GOALS**

Promote use of Mesa Street garage as the preferred parking location for Cincinnati area patrons and address barriers and concerns with crossing Mesa Street.

#### **STEPS**

- Explore infrastructure upgrades with the Texas Department of Transportation to address safety concerns with crossing the state highway. Ideas include traffic calming devices, better lighting, increasing crosswalk time beyond 15 seconds, and installation of flashing lights. An ideal model is close to the Don Haskins Center.
- Re-initiate exploration of installation of an above-ground bridge similar to the pedestrian overpass on Montana Street as well as the pedestrian bridge located in the NE used to cross Dyer Street to Chapin High School.
- ☐ Identify non-police staffing ideas for a crossing guard to facilitate crossings.
- Develop marketing materials to distribute digitally and in flyers to venue operators and patrons. Information should inform people that the parking garage is well-lit, ample spots are available, parking is free after 8pm (except on event days), and that overnight parking is an option for a max of \$10 if a patron cannot safely drive home. The rideshare voucher can also be included.
- Create an objective measurement system to track the number of people parking in the garage to evaluate metrics of use.
- ☐ Identify whether private security currently monitors the garage.
- Explore signage needs to assist with wayfinding of pedestrians leaving the garage to access Cincinnati area. (Currently, the garage funnels pedestrians to the Don Haskins Center).







#### **EXPAND NOTIFICATION AREA FOR RESIDENTS**

# Alcohol Licenses and Outdoor Amplified Sound Ordinance **GOALS**

Increase distance (if possible) of notification of TABC applications to residents to be more inclusive of the broader neighborhood that may be impacted. Suggest notice to include City Council. Enhance the reach of notice to include renters, not just property owners.

#### **STEPS**

- ☐ Explore how to increase distance requirements for TABC's alcohol license issuance and renewal and the City's outdoor amplified sound ordinance e.g. through a law, code or policy.
- ☐ Clarify discrepancy in notification area for the City's Amplified Sound Permit application: Municipal Code Chapter 5.03.040, subsection (B) (1) indicates that the City will notice property owner and neighborhood associations within a 350' radius, but also indicates in subsection (B)(3) that "the permit official shall notify every abutting residential property owner and any other residential property owner(s) within a one hundred fifty-foot radius, measured from the center point of the outdoor area of the establishment, for the purpose of securing a written response from each notified property owner."
- Recommend to the TABC an additional requirement that business owners must show proof of notification to the local neighborhood association, if one exists.
- Engage the Kern Place Neighborhood Association with the One Stop Shop on improvements to current notification procedures. e.g. provision of digital communication (email) to neighborhood associations in proximity to new or renewing TABC licensees as well as for the outdoor amplified sound ordinance.
- ☐ Explore how residents can interact with City Council with respect to TABC protest standing.



#### **COORDINATE MORE FREQUENT TRASH PICK-UPS**

#### **Enhance Cleanliness of Cincinnati Area**

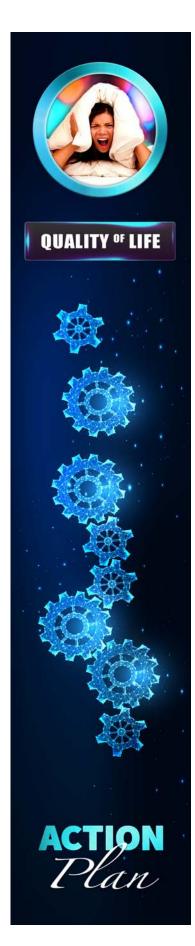
#### **GOALS**

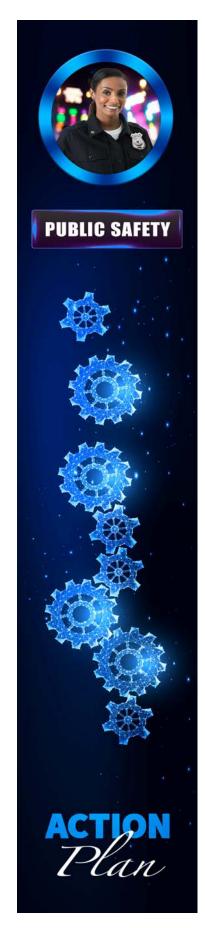
Achieve higher standards for cleanliness in Cincinnati area by ensuring trash is placed in appropriate receptacles and consistently picked up at a frequency that ensures dumpsters do not overflow. Ensure that businesses are given time to adjust to new requirements and schedules.

#### **STEPS**

- ☐ Identify all private companies that provide trash disposal and waste management services (e.g. El Paso Disposal, Heist Disposal etc.).
- ☐ Identify which businesses are contracted with which trash disposal company and which are currently sharing dumpsters. Identify which businesses are not contracted with a trash disposal company.
- Review pick-up dates for trash and identify how to increase frequency to address increased trash production on Friday and Saturday nights.
- ☐ Distribute educational materials on rules for dumpster storage and use. Encourage users to add locks to deter unauthorized people from using their receptacles.
- ☐ Educate first, and then enforce with consistency.









#### **CREATE A SPECIALIZED HOSPITALITY UNIT**

#### **Community Policing for Social Clusters**

#### GOALS

Engage in proactive community policing methodology. Facilitate consistency in officers, who will be specially trained and subject matter experts in rules related to alcohol serving businesses. Reduce costs by transitioning from mandated overtime to on-duty straight time. Address officer burn-out.

#### **STEPS: ESTABLISH THE UNIT**

- ☐ Engage police association.
- ☐ Create a straight time unit with on-duty officers deployed to social districts. Unit can originate out of police headquarters, then as needed, develop region-based units for each regional command station.
- Determine number of supervisors, patrol officers and shift schedule.
- ☐ Identify the scope of the unit to include active social clusters such as Cincinnati, Five Points, 1200 block of Airway, 1400 block of Zaragoza, etc.
- ☐ Daytime weekday duties may include community policing i.e. stakeholder engagement with community members, City departments such as One Stop Shop, landlords, and venue operators. Educational trainings may also be scheduled with venue staff.
- ☐ Nighttime weekend duties (Friday/Saturday nights) may include inspections when venues are operating and check-ins with venue staff.
- Base the selection of officers on a specific interview and evaluation of character traits and experience levels. It is critical that the officers are interested and enthusiastic about being assigned to a social cluster.

"My hope for the Sociable City Assessment is to foster a vibrant community where open connections thrive, echoing the warmth and diversity of El Paso's social economy. I love how our city embraces cultural richness and fosters inclusivity. I also aspire to see improved infrastructure for communal spaces, organized governing processes, and enhanced support for local businesses without sacrificing our beloved residential communities."

~ Tonya Shields, Lieutenant, El Paso Police Department

#### **STEPS: CREATE TRAINING CURRICULUM**

- Specialized and comprehensive training should be required for social cluster officers beyond what is provided during the regular academy and in service classes. This should apply to any units that interact with social venues, including the on-duty Hospitality Unit and the Downtown Metro
- ☐ Develop specialized training for social clusters. Topics: de-escalation, military jurisdiction, alcohol license rules, TABC rules, conducting bar checks, etc.
- ☐ County prosecutor will develop a guide on how to document observations that can be used for the Nuisance Abatement Team.









#### **ESTABLISH OUARTERLY FORUMS**

#### Facilitate Safety and Venue Communication

#### GOALS

Create trust-building opportunity between government and business operators. Move the narrative towards compliance instead of enforcement.

#### **STEPS**

- Schedule quarterly meetings in advance.
- Inform business owners about meetings.
- Broaden stakeholder invitations to include Downtown, Cincinnati, Zaragoza and other active social clusters.
- Develop a best practices guide based on content delivered in trainings.
- ☐ Curriculum can include any new policy or ordinance updates from police, fire, code that affects venues.
- ☐ Conduct meetings in a neutral facility such as a community room (not City Hall or law enforcement offices).
- ☐ Identify incentives the City can offer for venues to voluntarily participate in best practices. For example, if all a venue's staff is seller/ server certified, there could be a reduction in permit fees, lower renewal or bond fees, etc.





#### **CONTINUE CONNECTIVITY: CITY AND FORT BLISS**

#### Newcomers Briefs and Leadership Events

#### GOALS

Provide multiple opportunities for the City and Fort Bliss to collaborate. Educate military personnel about behavioral expectations off-base and when patronizing social venues

#### **STEPS**

- Engage police and the Public Information Officer (PIO) to develop consistent messaging about behavioral expectations for military personnel in relation to social districts, discuss DWIs and the off-limits bar list
- ☐ Identify police representatives as speakers and coordinate with the PIO on weekly presentations.
- Police and the PIO to develop a video that can be played at Fort Bliss's in-processing meetings.
- Prepare for upcoming Senior Law Enforcement Conference to discuss priorities for partnerships between the City and Fort Bliss and to ensure smooth transition when military leadership turns over every two years.









#### **CREATE BAR CHECK PROTOCOL FOR POLICE**

# Create a Partnership-based Approach to Venue Safety **GOALS**

Foster a more collaborative, partnership-based approach to bar inspections with transparent communication about what is being observed. Facilitate opportunities for more up-front education prior to enforcement. Ensure consistency in procedures across law enforcement and City departments involved in bar checks.

#### **STEPS**

- ☐ Develop educational resources for law enforcement and City departments to communicate in advance to venue operators the kinds of violations they are looking for and how to address them to achieve compliance. (See action: Establish Quarterly Forums: Facilitate Safety and Venue Communication).
- ☐ Wherever possible, conduct inspections at times that are not the peak time for business operations such as inspection of ice machines, temperature controls, exits, etc.
- ☐ Co-create a protocol for Bar Checks, including standard procedures for a police supervisor to ask to speak to the bar manager or owner and inform them that they are about to do a bar check. When possible, inform venue staff about what they are looking for.
- Venue operators to develop training and protocols for venue staff on how to respond to a bar check and interact with law enforcement.
- Model police's protocols on Fire and TABC, which are noted as excellent models for being forthcoming on why an inspection is being conducted.
- Review NYC's "Coordinating a United Resolution with Establishments" (CURE) model (details in Model Practices), which provides multiple opportunities for correction prior to enforcement.



#### **ESTABLISH A NO LOITERING ORDINANCE**

#### Facilitate Closing Time Egress in Social Clusters

#### **GOALS**

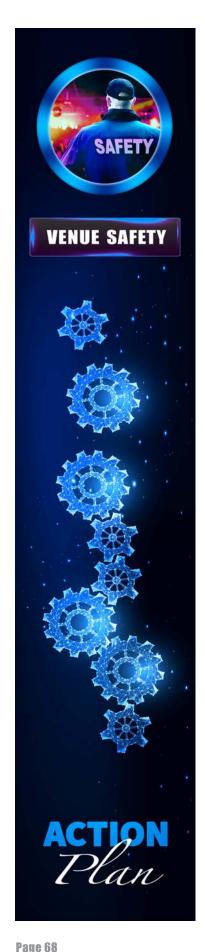
Empower law enforcement with a tool to assist with district egress after closing time. Reduce potential sound and safety impacts by clearing a district faster.

#### **STEPS**

- Police should meet with City Attorney and policy makers to create the no loitering ordinance if allowed.
- ☐ Clearly define what constitutes a social venue, bar or nightclub.
- ☐ Educate and train venue operators and security on the use of the ordinance and its purpose. Educate police officers who may use the ordinance on proper methodology.
- Require signage on relevant venues that can be useful for patrons and security for warning prior to citation or arrest.
- ☐ Create marketing campaign to educate patrons and younger populations that may be impacted by this ordinance.









#### **DEVELOP BASELINE VENUE SAFETY STANDARDS**

# Elevate Professionalism and Enhance Patron Safety **GOALS**

Elevate professionalism in the nighttime social economy. Provide educational resources to teach staff how to prevent and de-escalate problems inside and outside venue.

#### **STEPS**

- Host a series of discussions between law enforcement (Police, Fire, Code Enforcement, TABC, County prosecutor) and venue owners, operators and staff about best practices for safety and operations of venues that serve and sell alcohol.
- ☐ This group can review existing best practice guides (see RHI's Model Practices section) and adapt for El Paso.
- Adopt and implement 24 Hour Dallas's Copper Star Certification program. Explore using "Buy El Paso" as a communication mechanism to promote venues that participate in the certification program.
- ☐ The City can pay for a TABC-certified third-party trainer to provide seller/server training at no cost for venue operators every quarter.
- ☐ Identify security training companies for social venues. Explore whether incentives can be introduced such as reduced fines or penalties for participation.
- ☐ Police department to provide free trainings on venue security/safety.
- Engage insurance companies to identify premium reductions if businesses participate in security trainings.
- Explore ways to provide financial incentives for business expenses.







#### **SEXUAL VIOLENCE PREVENTION PROGRAM FOR VENUES**

#### Support Women's Safety in Social Venues

#### GOALS

Raise public awareness of the need for sexual violence prevention in nightlife environments; educate venue ownership, management and staff about how to prevent sexual violence; educate bystanders on how to intervene in situations of sexual violence in social venues; and change social norms around sexual violence in nightlife settings.

#### **STEPS**

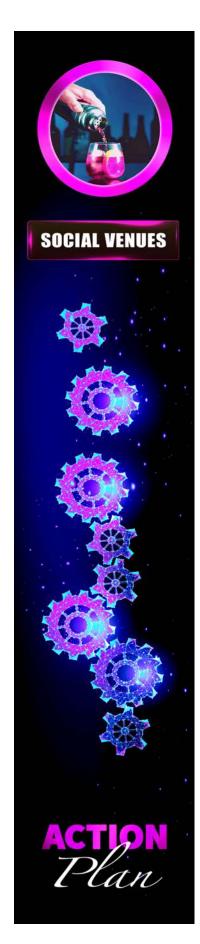
- Form an advisory group on prevention of sexual violence in venues.
- ☐ Identify and engage relevant stakeholders representing women's health, sexual assault response, crisis advocacy, and the university.
- ☐ Gather baseline data for if/when sexual violence has been reported associated with a social venue.
- Review Women's Safety Charter model (London and Bristol, England) for an existing model for citywide commitment and educational training.
- ☐ Develop messaging and graphic design to best engage the target audience (young adults 18-24) in crafting messaging and imagery that resonates with them.
- Develop and distribute educational materials for social venues to post in key locations e.g. bathrooms, dance floors
- Develop and launch social media messaging campaign with handle, hashtags, etc.
- ☐ Engage local advocacy and support resources, such as The EmpOURmentProject (Centro Contra la Violence Sexual Y Familiar).







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#### **CREATE AN EL PASO NIGHTLIFE ASSOCIATION**

#### Advocate for Change with a Unified Voice

#### **GOALS**

Create a unified voice to advocate for changes in policy and compliance. Establish a mechanism for self-regulation, peer mentorship, and education before enforcement action. Increase professionalization of the industry.

#### **STEPS**

- ☐ Compile a list of stakeholders to invite citywide. Engage the TRA, Visit El Paso, and DMD to identify all qualified venue owners.
- ☐ Formalize the group as a trade association or simple organization.
- ☐ Schedule regular meetings to determine priority areas.
- Organize group trainings to professionalize staff at all levels.
- Find support for an economic impact study of the industry.
- Advocate for desired application of the alcohol sales tax revenue (contributions are made to the City, county and state) to fund initiatives or programs that will benefit safety and management of social venues that generate the revenue.

#### PROMOTE SOCIAL VENUES TO VISITORS

# Engage Visit El Paso to Enhance Marketing of the Social Economy **GOALS**

Raise awareness among visitors about key social districts where they can find clusters of social venues, as well as unique bars and clubs.

#### **STEPS**

- ☐ Engage with Visit El Paso to develop a marketing and branding campaign around El Paso's social economy, highlighting nighttime social experiences in bars and clubs.
- ☐ Identify other organizations that market El Paso online or with social media. Use the same branding and marketing.
- ☐ Tie in marketing to businesses participating in the Copper Star Program. (See Venue Safety actions).



#### **FACILITATE RECREATIONAL ACTIVITIES FOR YOUTH**

#### **Engage Under 21s in Social Activities**

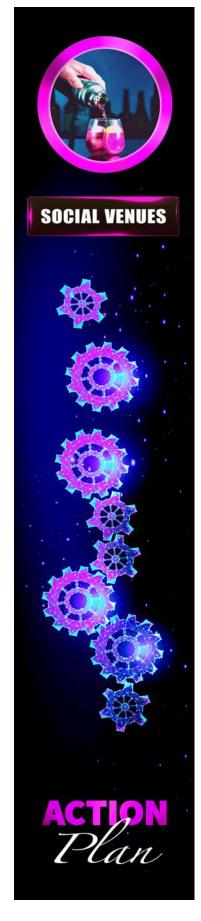
#### GOALS

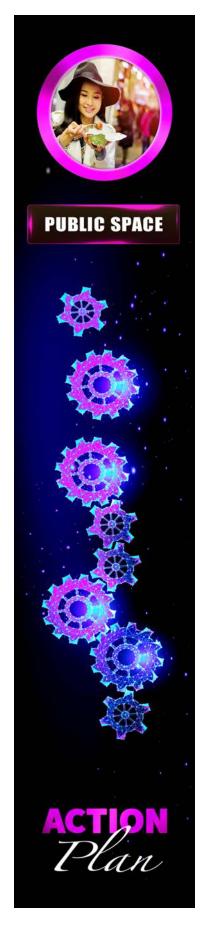
Provide social opportunities for under 21 residents. Engage youth in advocating and planning recreational programming. Reduce the incidence of youth involved in crimes, juvenile detentions and prosecutions. Better promote existing options to a broader network.

#### **STEPS**

- Engage existing youth-oriented groups with youth programming on evenings and weekends. e.g. Community In Schools; Project Vida; Salvation Army Music and Arts Conservatory; El Paso Public Libraries; La Familia Del Paso; El Paso Center for Children; Borderland Rainbow Center; Youth Opera Of El Paso; El Paso Jazz Girls; Borderland Family Ties; Paso Del Norte Children's Development Center; Fab Lab El Paso.
- Provide a calendar of upcoming events to distribute online or in person.

  Promote activities at schools, libraries and parenting classes.
- ☐ Make announcements through social media platforms the intended audience uses i.e. Tik Tok and Instagram, etc.
- ☐ Involve youth in design and planning. Involve them in promotional materials and social media marketing.
- ☐ Ideas may include (for pop-ups, events, temporary activations, etc.): youth dance nights, dance-athons, movie nights, roller skating, guest speakers, athletes and influencers whom youth are interested in; Twitch seminars on how to start your own Twitch channel; gaming seminars on how to become a pro-gamer.
- Involve Youth Councils or student government.
- ☐ Ensure program information is provided in both English and Spanish.
- ☐ Coordinate communications with stakeholders both in El Paso and Juarez, as kids live in both cities. Address barriers such as cost and transportation. Develop activities in regional locations.
- Engage the City's Communications officer to promote activities and help identify grants and incubation opportunities.







#### **BALANCE EVENT VIBRANCY WITH SAFETY NEEDS**

# Leverage Safety Resources and Proactive Education **GOALS**

Balance benefits of events with costs for safety resources. Create systems to facilitate appropriate safety staffing for events. Help event organizers produce consistently safe, well managed events.

#### **STEPS**

- Develop a system to gather and analyze data on event benefits, including revenue to the City (permit application, parking revenue) and indirect revenue (hotel stays, eating out), and actual attendance.
- ☐ Track the percentage of how many large-scale events were not able to meet security requirements.
- ☐ Analyze data about the costs of events: City government staffing for safety e.g. if police needed to draft officers to work the event, mandated overtime, cost of performing arrests and transports to jail, as well as increase in calls for service (311 and 911).
- Examine need and cost for dedicated on-duty police resources for events i.e. 1-2 police supervisors, 1 located inside, and 1 outside an event.
- Investigate training for non-police security resources to be available and trained to provide event security. e.g. College police, DPS (state troopers), County Sheriff's deputies, school resource officers, constables (peace officers), and retired police officers (if sponsored by an agency like PD or community college).
- Request additional budget be allocated to police dept for: consistent development of after-action reports for large scale events and staff participation in after-action meetings in follow-up to an event.
- Engage event producers in pre-event meetings with government departments and after-action meetings with law enforcement, especially if an event generated safety challenges. (Currently after-action meetings take place internally with police).
- Develop an event production guide outlining best practices for event management and criteria for an event that may require extra security needs. Host trainings for event producers on a biannual basis.



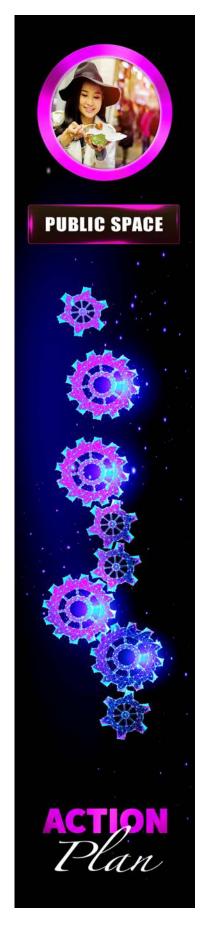
#### **ENHANCE THE PEDESTRIAN EXPERIENCE DOWNTOWN**

# Strategic Lighting and Parking Garage Improvements **GOALS**

Increase lighting Downtown to make the pedestrian experience more inviting, deter crime and nuisance behavior. Encourage more businesses to open in the periphery to further activate those areas.

#### **STEPS**

- ☐ Identify key parking garages and strategic pathways where visitors park to attend events and social venues.
- ☐ Engage the Streets and Maintenance and Building and Safety departments to review lighting (and possible capital) improvements in strategic pathways from remote parking areas to the Downtown core.
- ☐ Facilitate a meeting with The Electric Company and Streets and Maintenance department to mediate dispute over responsibility for keeping Texas Avenue's streetlights operational.
- ☐ Implement ambient lighting in key passageways with twinkle or string lighting that runs parallel to the street, especially from parking garages to the Downtown core.
- ☐ Engage DMD and Convention Center staff to do a walk-through at night of the parking garage at Overland and Santa Fe (southside of Hotel Paso del Norte). Identify improvements to cleanliness to make the garage more appealing and revenue-generating. After naming the garage, market and promote it. Track increased use.
- ☐ Identify and partner with private property owners with vacant buildings to add exterior lighting. Introduce the DMD's lighting grant program as a resource.
- ☐ Explore whether private property owners can be mandated to provide exterior lighting at night if buildings are neglected and not well-maintained as part of nuisance abatement or the abandonment and vacant building standard enforced by Building and Safety Department.
- Explore whether the City can require tenants to add lighting fixtures to their adjacent alleyways.





Cities from around the world have overcome challenges in the social economy. This section of the report shares strategies to consider as models when implementing RHI's recommended action plan for your community.



#### **GOVERNANCE**

# Sound Ordinance and Implementation of Admin Fines San Francisco, CA Police Code, Article 29: Sound Ordinance

General sound regulation for commercial businesses is codified in the police code. "No person shall produce or allow to be produced by any machine, or device, music or entertainment or any combination of same, on commercial or industrial property over which the person has ownership or control, a noise level more than eight dBA above the local ambient at any point outside of the property plane." Noise or music associates with licensed places of entertainment must also not "exceed the low frequency ambient noise level...by more than 8 dBC." URL: https://codelibrary.amlegal.com/codes/san\_francisco/latest/sf\_police/0-0-0-6461#JD\_Article29

# Administrative Violations for Commercial Sound San Francisco, CA Entertainment Commission (SFEC)

Sound violations by venues with entertainment permits are measured by sound technicians under the auspices of the Entertainment Commission. The levels for each venue are set by a technician before the venue is open for business. The level is then delivered in writing via an Entertainment Permit, which indicates max dBA and dBC inside. Violations then can be measured outside at the curb, or inside at the venue. The San Francisco Municipal Code, Chapter 100, sets procedures for all administrative fines (not just sound). Chapter 100 is clear in the scope and findings that the City of San Francisco has a significant interest in encouraging compliance with its laws. To that end, City Codes often include a variety of remedies, including the right of City departments to issue citations to violators and to require such persons to pay an administrative fine. Moreover, the imposition of administrative fines is not intended to be punitive in nature, but is instead intended to compensate the public for the injury and damage caused by the prohibited conduct. The fines are intended to be

reasonable and not disproportionate to the damage or injury to the City and the public caused by the prohibited conduct. URL: https://codelibrary.amlegal.com/codes/san\_francisco/latest/sf\_admin/0-0-0-21404#JD\_Chapter100.

# Sound Ordinance Example Austin, Texas

Austin (similar to El Paso) has only a permit for outdoor sound at venues. They use general sound ordinance language to enforce commercial sound levels overall. Their general sound ordinance high level is set at 85dBA measured at the property line. Chapter 9.2 of Austin's Muni Code is Noise and Amplified Sound. Section 9-2-4 outlines restrictions on decibel levels and times of day and night for operational businesses. Additionally, music at outdoor venues uses language that speaks to three distinct social districts and makes allowances for those areas. See Section 9-2-30 for how this is implemented URL: https://library.municode.com/tx/austin/codes/code\_of\_ordinances?nodeId=TIT9PRAC\_CH9-2NOAMSO

# Office of Nightlife and Night Manager Position Texas: Austin and Dallas

The gold standard in social economy management is to establish an Office of Nightlife and a Night Manager position (i.e. Executive Director of the office). Seventeen U.S. cities have created such positions, which communicates City leaders' investment in safe, vibrant nightlife and ensures continuity and sustainability of social economy governance. The position serves a liaison between businesses and government, allowing all City agencies one point of contact and businesses a direct contact inside "City Hall." These Night Managers interact with neighbors and neighborhood associations, working to mediate conflict and resolve sound and nuisance issues. This can drastically lighten the load for elected officials who often bear the brunt of neighbor complaints. While the position is often located (with best results) within City government to oversee citywide social clusters, it could be considered under a BID or other non-profit.

#### Nighttime Governance Analysis Report by RHI San Francisco, Pittsburgh, New York and DC

A report generated by RHI, funded by Milwaukee Downtown BID21, provides an analysis of what makes a successful nighttime governance system. Research was conducted of four case study cities, which have a combination of staff positions, Offices of Nightlife, and/or Advisory Boards. The report includes the methodology for establishing an office, sample job descriptions of the position, sample enabling legislation and success metrics. URL: https://sociablecity.info/services/milwaukee/rhi\_milwaukee\_2022\_report\_final.pdf

#### **NITECAP ALLIANCE**

#### **Network of Nighttime Economy Professionals**

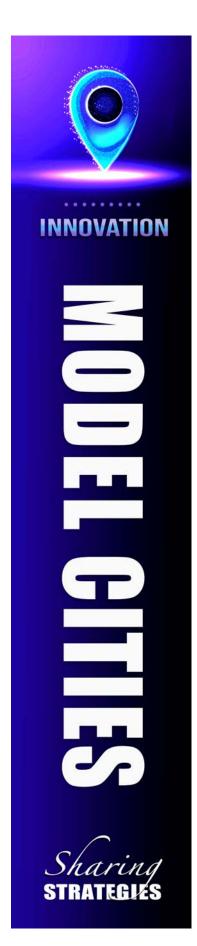
The NITECAP Alliance is a network of professionals responsible for nighttime economy advocacy, planning and management in US cities to share experience, policies and practices; raise awareness about nighttime economy and culture across disciplines; and highlight the value and importance of this role within City government. They connect with related professionals and other nighttime economy champions to build broader alliances that support the development of vibrant nighttime economy and culture. URL: https://www.nite-cap.org/

# New Business Orientation and CPTED Review Milwaukee, WI

Once an alcohol license is applied for, key stakeholders provide an informal orientation. The community prosecutor (assistant district attorney) and police department's community liaison officer conduct an informal meeting to orient the business operator to the downtown environment, how to keep their employees safe, and even conduct a Crime Prevention Through Environmental Design (CPTED) review of the interior and exterior (e.g. lighting, parking) of the business to provide suggestions. Business Improvement District (BID) staff also conducts an application review with the community liaison officer to orient operators to their neighborhood.

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#### **MOBILITY**

#### Rideshare Hub Pilot Program

#### Orlando, FL

Downtown Orlando launched a Rideshare Hub Pilot program to coordinate safe rides home at closing time. Two rideshare hubs are in operation on Fridays and Saturdays from midnight to 3:00 a.m. The hubs not only centralize where nightlife patrons pick up their Lyft or Uber ride, but also include food trucks, public restrooms and dedicated security. URL: https://sociablecity.info/resources/case\_studies/orlando\_hub.pdf

#### Pick-up/Drop-off (PUDO) Zones

#### Washington, DC

"Pick up/Drop-Off (PUDO) Zones" are 24 hour/day designated curbside locations for taxis and ride-share vehicles to pick-up and drop-off passengers. Parking is not allowed in these commercial loading areas, designed to reduce the number of vehicles that stop in travel lanes, bike lanes and crosswalks, thereby reducing traffic congestion and pedestrian injuries. URL: https://www.youtube.com/watch?v=FQSmHfQ3e1Y and https://www.parkdc.com/pages/programs centralize where nightlife patrons pick up their Lyft or Uber ride, but also include food trucks, public restrooms and dedicated security. URL: https://sociablecity.info/resources/case\_studies/orlando\_hub.pdf

# South Side Parking Enhancement District Pittsburgh, Pennsylvania

The South Side, Pittsburgh's most active social district, which generates the most safety incidents, does not have a Business Improvement District. As a source of funding, the neighborhood launched a Parking Benefit District. As of 2023, the district brought in an average of \$20k in revenue per month, \$15k of which is used to pay a cleaning team. Remaining funds are used for safety expenditures including police cameras and officer training to attend annual RHI's Sociable City Summit.





#### **PUBLIC SAFETY**

#### RHI's Public Safety and Policing Guide Best Practices for Nightlife Districts

RHI produced this comprehensive guide in cooperation with police input and based upon a decade of research and collection of practices among police departments worldwide. This guide contains ten sections highlighting nighttime public safety practices in officer selection, recruitment incentives, deployment strategies, specialized training topics, application of CPTED and SARA, as well as data collection for data-driven decision making in nightlife settings. The guide has been presented at Major Cities Chiefs Association.

ENGLISH: https://sociablecity.info/cms/resources/publications/rhi\_originals/rhi\_nightlife\_policing\_safety\_guide.pdf.

SPANISH: https://sociablecity.info/cms/resources/publications/rhi\_originals/garantizar\_la\_seguridad.pdf

#### Police Entertainment Team (E-Team) Sacramento, California

The E-Team has five members, all on-duty and dedicated to entertainment venues: four officers and one sergeant (supervisor). Shifts go from 5:00 p.m. until 3:00 a.m. They drive to different social clusters (responding to calls for service along the way), then park and interact in an informal, friendly manner with venue staff and managers. Officers are each assigned a cluster of venues to establish proactive relationships. They do preventative check-ins, follow up on complaints, review prior calls for service, and conduct crime investigations. The E-Team works closely with code enforcement officers and fire inspectors to proactively ensure compliance with City code and operating conditions.

#### Specialized Training for Police in Nightlife Edmonton, Alberta, Canada

Edmonton's police department has a 3-day training for officers assigned to entertainment districts, some of which takes place inside a nightlife venue. Topics include: Alcohol Regulations and Licensing; Fire Safety and Occupancy; Sound and Conflict Resolution; Responsible Beverage Service; Code Enforcement; Response to Drugs, Gangs and Motorcycle Gangs; Active Shooter Scenario Inside a club; Defensive Tactics; De-Escalation; Crowd Management, etc.









PUBLIC SAFETY (CONTINUED)

#### Public Safety Compliance Team (PSCT) Edmonton, Alberta, Canada

The PSCT is a multi-agency team designed to coordinate the efforts of the municipal and provincial agencies involved in the licensing, regulation and enforcement of licensed business establishments. Members include police, fire, health, and the state liquor commission. Functions include: "meeting with establishment owners and staff to offer information and education about safety and regulations; addressing community concerns about licensed establishments; conducting unscheduled visits to licensed establishments...to ensure compliance with legislation, regulations and safety standards; conducting follow-up visits to ensure compliance with current regulations and legislation and to ensure best practices are in place. Member agencies may issue fines or administrative sanctions for non-compliance, then recommend operating conditions on an establishment's business license or supporting the closure of a venue for continued non-compliance to necessary changes."

#### Coordinating a United Resolution with Establishments New York, NY

CURE brings together the NYPD, Small Business Services, and the Office of Nightlife to improve public safety responses to nightlife establishments and better engage business owners by focusing on compliance and education, not punitive enforcement. This is a program that illustrates the City's commitment to moving from an enforcement, or gotcha, mindset to one that prioritizes compliance and issue resolution. URL: https://ra.co/news/79998?fbclid=PAAab2if-DHG9\_1FjgcgEtdwL1LjhKGn0ibll3\_fXarzL5MB8RnPr8FhXdR-U\_aem\_t5s3lalFLnqjUzP1G6fvuEJiXUodhU9xjpyMnsPcAPLSHkKDnTJZ5Uh9lX2VY8



#### **VENUE SAFETY**

#### Nightlife Venue Best Practice Guides RHI's Compilation of Model Practices

RHI has compiled nearly a dozen examples of guides that address the distinct safety and security needs of nightlife venues. Cities that have developed best practice guides in cooperation with police and social venues include New York City, San Francisco, Seattle, Washington, DC, Boston, and Providence. Topics include how to prevent underage drinking, over consumption of alcohol, drug sales and violence. URL: https://www.sociablecity.org/media/resources/venue-guides

#### Guide for Opening a Nightlife Business

#### Seattle, WA

The City of Seattle and the Office of Film + Music created a Nightlife Establishment Handbook as a guide for starting or expanding a nightlife business. The handbook provides a resource directory and outlines various rules and regulations, as well as guidance on business plan development. Best practices are also included on how to mitigate noise, maintaining neighborhood relations, and safety operations. URL: https://www.seattle.gov/filmandmusic/nightlife/nightlife-handbook

#### Quarterly Pubs, Clubs and Bars Meetings

#### Sacramento, CA and Dallas, TX

Pubs, bars and clubs meetings are an opportunity for safety stakeholders to meet with venue owners, managers and security staff and to have an open dialogue about shared challenges and concerns. Guest speakers provide training and share useful information

## Alcohol Law Education & Regulatory Training Montgomery County, MD ABS

"ALERT is designed to educate...servers, sellers, managers and owners in alcohol beverage regulatory compliance. Participants will learn how to develop responsible alcohol policies, review issues identified by County and State enforcement agencies and have an opportunity to meet and network with peers and county officials. This training complements the state certified training, it does not replace it." The training is also intended to assist businesses achieve compliance when there are violations. Trainings are free and held virtually for 2 hours twice a month. (Montgomery County, Maryland Alcohol Beverage Services, 2024). URL: https://www.montgomerycountymd.gov/ABS/education/trainingprogressive dinners, mural tours and literature tours downtown.







#### **VENUE SAFETY (CONTINUED)**

#### 24 Hour Dallas Alliance

#### Dallas, TX

A 501(c)(3) non-profit, 24HourDallas has the following mission: Let's create a safe, vibrant, and diverse nighttime culture for businesses, residents, and guests. Members include representatives of bars, clubs and live music venues, Visit Dallas, and the Texas Restaurant Association. Although it is a "private sector led nighttime commission, it does have representation from Dallas City Hall among our team members. Rather than exclude, we believe we create better buy-in and better outcomes through inclusion." The non-profit convenes Pubs, Bars and Clubs meetings and organizes trainings on various safety topics. URL: https://24hourdallas.org/

# Copper Star Certification Program Dallas. TX

24HourDallas coordinates a voluntary certification program for social venues that host customers between 6 p.m. and 6 a.m. Participating venues undergo training on safety, inclusivity and community relations. "The Copper Star Certification Program aims to recognize and train up Dallas' outstanding nighttime businesses who are powering our nighttime economy. A business becoming Copper Star Certified means that, by the end of the program, they have met international standards and implemented best practices in safety, operations, community relations, safety & creating a welcoming environment." Graduates of the program are promoted as "stars of Dallas at night." "A key pillar of our Good Neighbor Initiative is the means for 24HourDallas to recognize and promote businesses that stand out in Dallas' nighttime economy." URL: https://24hourdallas.org/copper-star/

# Sexual Violence Prevention Campaigns RHI's Sociable City Guide for College Communities

An interactive e-learning curriculum with case studies, news reports and innovative strategies, examples are provided of sexual violence prevention campaigns for nightlife with the purpose of training staff, empowering bystanders to intervene with predators, and ultimately help change social norms for appropriate behavior. URL: https://rise.articulate.com/share/oBK-S\_OOuFh4xdOn

"Enhancing the safety of women employees and patrons will make social spaces safer for other vulnerable populations. Social venues should be places where people can fully and comfortably exist without fear of being harassed or discriminated against because of their biological sex, race/ethnicity, sexual orientation, gender identity or expression, cultural background, religious affiliation, age, or physical or mental ability."

- ~ Alicia Scholer, Vice President, Responsible Hospitality Institute
- ~ Carly Heath, Night Time Economy Advisor for Bristol, England





#### Women's Safety Charter

#### London and Bristol, England; Dallas, TX

The charter is part of the London Mayor's Tackling Violence Against Women and Girls Strategy and London's commitment to the UN Women Safe Cities and Safe Public Spaces global initiative. Participating businesses must: nominate a champion (staff person) who actively promotes women's night safety; demonstrate to staff and customers that they women's safety at night seriously; remind customers and staff to report if they experience harassment; train staff to ensure that all women who report are believed; train staff to ensure that all reports are recorded and responded to; and design public spaces and work places to make them safer for women at night. URL: https://www.london.gov.uk/programmes-strategies/arts-and-culture/24-hour-london/womens-night-safety-charter and https://24hourdallas.org/we-support-womens-safety/







RHI conducted a focus group with women at different life stages to gain insights on El Paso's social economy.

Their insights have been incorporated into the Core

Measures analysis of strengths and challenges.



#### **WOMEN'S PERSPECTIVES ON THE SOCIAL ECONOMY**

#### Women Decide Where to Live, Work and Play

Women are the primary decision makers on where to live, work and play. Yet men are the ones who design downtowns and own social spaces. Women are under-represented in the fields that design downtowns: 37 percent of urban planners, 24 percent of working architects, ten percent of civil engineers and three percent of all engineers. Ownership of restaurants, bars and clubs remains a male-dominated industry, yet women comprise the majority of servers in food and beverage (71 percent).



#### **Wish List for Social Venues**

Focus group participants identified six key areas for improvement

### RESTROOMS

Clean, well-stocked restrooms with a safe, well-lit route to access

### 3

#### FAMILY FRIENDLY

Spaces where kids are welcomed with games and activities

#### 5

#### **ACTIVE SOCIALIZING**

Places where you can play games like trivia and bowling

#### 4

#### **RELAXED SPACES**

Open spaces like food courts and beer gardens

#### 4

#### **ENHANCE SECURITY**

Door hosts with official attire and professional demeanor

#### h

#### WOMEN'S SAFETY

Staff protocols for keeping women safe if over-served or passed out









#### **EL PASO COUNTY NUISANCE ABATEMENT TEAM (NAT)**

#### Overview of the Approach

"The El Paso County Attorney's Nuisance Abatement Team (NAT), uses civil legislation....to mitigate and/or combat common and public nuisances occurring on properties....The purpose of a nuisance abatement lawsuit is not (to) charge a person with a crime, but rather prove that the business/ property owner allowed the illegal activity to occur on their property and failed to make reasonable attempts to stop it.... When law enforcement prosecutes, it can seek only criminal penalties, such as prison or probation. By using civil law, the NAT can seek other creative remedies designed to provide community members with relief tailored to the specific harms created by the nuisance property." (El Paso County Attorney, 2024).

Cases go to a District Court judge as ex-parti hearings where both parties are not required to attend. Documentation of observed criminal activities (e.g. drug dealing, over-serving, underage access to alcohol) is required, but the threshold of evidence is lower than for a criminal case. This initiates an intervention meeting between the county prosecutor, the venue and the landlord. This is a system of holding property owners accountable for tenants operating irresponsibly. In 2023, the NAT led to the closure of seven venues that had committed egregious safety violations.





#### **Outcomes and Consequences**

Results include a Temporary Restraining Order (TRO) where the business must shut down for 14 days, which must occur within 48 hours. (Note: only the county attorney can issue a TRO.). When a TRO is issued, a notice is posted on the property indicating "closure by court order." The business owner, property owner, and/or attorneys must call to discuss how the business can open again. County attorney negotiates terms of the settlement using a set of reasonable restrictions/conditions. If they agree to the conditions, then the temporary injunction hearing can be avoided.

If a bar wants to stay open with reasonable restrictions in place, they may have to post a \$5,000-10,000 bond. If they demonstrate a willingness to cooperate, the bond amount can be lowered. They must post bond within 90 days or prior to reopening. Conditions may include working security cameras and armed security guards. Conditions are routed to the police

department's regional command center (PD) and TABC. County attorney attends police shift meetings to communicate about the new conditions.

Before reopening, a hearing is held where the business must provide evidence of meeting the conditions prior to reopening. This process can take as little as 1 month or as many as 6 months.

If the business violates the conditions, the county attorney can file a Notice of Violation and Motion for Contempt, which results in fines and fees. The judge has great leeway regarding movement forward, including cutting off electricity or access to the business, for instance. Additionally, a permanent injunction can close a business for 1 year. The space cannot be rented to anyone for any purpose unless the county attorney agrees.







#### **EL PASO NOISE ORDINANCE**

#### Overview of 9.40 Noise Ordinance

Changes to Chapter 9.40 were made in 2019 with the goal of streamlining the process. In July 2020, to further address these changes the City's Code Compliance team moved into the Police Department (previously under Environmental Services). While there was some pushback to proposals from the Texas Restaurant Association (TRA) and social venues, amendments were made by council, and the decibel limit was raised to 70 dB. However, COVID hindered implementation.

A new revision of this ordinance was brought to Council in 2022. It identified a number of issues and discrepancies in the code. There were 4 public meetings held in March 2022 regarding potential amendments. City Council heard possible changes to the current code on June 22, 2022, but did not make any changes. City Council again heard possible changes to the ordinance on June 6, 2023 but took no action. Specifically, suggestions included the creation of 3 categories of violations: 1) noise higher than 70 dBA between 10 pm and 7 am; 2) violating a reasonable sensibilities standard; and, 3) including a vibration (dBC) standard. Additionally, sound levels were to be tested at the property line of the receiver and not the producer of the sound. Violations were capped with a max fine of \$500/day.

#### **Gaps and Limitations**

NO UPFRONT EDUCATION: Venues currently begin operations without any City inspection or education regarding their sound systems or plans to operate them. The need for a sound impact plan at this stage is clear although there is no current method for this to be submitted by an applicant.

NO REQUIREMENT FOR SOUND CONTAINMENT: Venues are allowing doors and windows to remain open while in operation, sometimes to advertise their business and often because of poor ventilation. This creates challenges for Code Enforcement when trying to determine which business is creating the sound in venue-dense areas like Cincinnati, along with a chaotic environment on the street. Amplified Sound Permit (below) is triggered only if amplification equipment is on the outside of the building.

Venues are allowing doors and windows to remain open while in operation, sometimes to advertise their business and often because of poor ventilation.

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INCONSISTENT NOTICING METHODS: Both the Police and Code are enforcing the sound ordinance and methods are reported as inconsistent. Some police officers are interacting with operators in real time and code officers are simply sending violations in the mail.

SINGLE SOUND STANDARD CITYWIDE IS TOO LIMITED: A singular dBA level (70) is not workable across all venues and all districts. The sound levels at venues are determined by the circumstances around the venue, especially the ambient sound dictated by other sound sources nearby (trains, cars, buses, people, etc.). 70 dBA at the property line is not possible without concurrent measure outlined above and can set social venues up for failure.

SOUND READINGS TAKEN AT RECEIVER: It is unclear whether sound readings relative to the Chapter 9.40 are taken at the receiver or at the property line. It can be unsafe for code officers to enter someone's home or property to take a sound reading.

CRIMINAL VIOLATIONS/INFRACTIONS ARE COMPLICATED TO IMPLEMENT: According to both venues and Code officers, the current system of issuing Class C Infractions requires issuance to a person, and a witness to be party to the violation. When infractions move through the Municipal Court, they are routinely deferred by judges or fines are reduced, which eliminates incentive to comply. Staff time, as well as witnesses, are required to be present at hearings, and lawyers are retained by operators at great cost. Often witnesses indicate that they are heard after a judgement has been made. Citations for sound violations should be used to obtain compliance, rather than to simply punish. This is not the outcome that has been reported.





#### **OUTDOOR AMPLIFIED SOUND PERMIT ORDINANCE**

#### **Overview of Amplified Sound Permits**

Municipal Code Chapter 5 Amplified Sound Permits require venues with outdoor amplification on patios and rooftops to acquire a permit to operate in that area. Some changes to Chapter 5 were passed in Feb 2019. They included adding the rule that a qualifying business must be 350 feet+ from a residence; excluded the boundaries of the entire DMD; and, brought appeal directly to City Council. Additional changes were proposed in October 2019 but not passed: to allow for outdoor amplified sound between 10pm and 2am with a sound impact plan and mitigation equipment. COVID then stalled all activity until 2022.

A new revision of this ordinance was brought to Council in 2022. There were 4 public meetings held in March 2022 regarding other potential amendments to both the general sound ordinance and outdoor amplified sound ordinance. City Council heard potential changes to the current code on June 22, 2022, but did not make any changes. City Council again heard possible changes to the ordinance on June 6, 2023 but took no action. The current (as of March 2024) rule allows permit holders to have amplified sound outdoors capped at 70 dBA from 10pm to midnight with a maximum fine of \$2k per day.

#### Gaps and Limitations

LACK OF APPLICATION FOR THE PERMIT: After distribution of 70 application packets to qualifying businesses with outdoor amplification equipment, only 1 application was received. It is unclear whether a violation can be issued if the business is operating without the appropriate permit.

PERMIT IS TOO LIMITED: permit only applies to outdoor amplified sound. Does not apply to indoor sound, which can also be the source of sound complaints.

DMD IS EXEMPT FROM THIS ORDINANCE. While it is understandable that the DMD would like to encourage more businesses within its boundaries, this exemption creates an unfair playing field and many of the unresolved sound conflicts are occurring downtown without resolution.

#### Gaps and Limitations (Cont.)

CURRENTLY THE PERMIT IS FOR TWO HOURS ONLY (10PM-12AM.): Closing time in El Paso is 2am, and therefore the idea that operations will cease at midnight seems unenforceable. By definition, venues may have amplified sound outdoors up until 10pm without a permit. Operators are clearly not incentivized to participate and are willing to take their chances.

350-FOOT RULE DOESN'T ANTICIPATE FUTURE HOUSING. The current permit is only required if within 350' of a residence. While it is clear that businesses located in close proximity to current residential neighbors are more at risk for complaints, El Paso continues to grow and build housing.

INSPECTIONS AND ENFORCEMENT UNCLEAR: Currently, Planning and Inspections is the agency that check on general compliance once an outdoor amplified soundpermit is issued, with Police and Code enforcing dBA limits. There is a real question of capacity in that department which has only issued one permit to date.



"Downtown El Paso offers something for everybody. From symphonic concerts, fine arts and Broadway productions, to sports, dining, nightlife, shopping, activities and people watching, there are always opportunities to enjoy yourself in Downtown El Paso. As our Downtown continues to develop and evolve, we must maintain our diversity and accessibility. There is a place for every El Pasoan in our Downtown, and we must work to make sure that is always the case.

~ Joe Gudenrath, Executive Director, Downtown Management District





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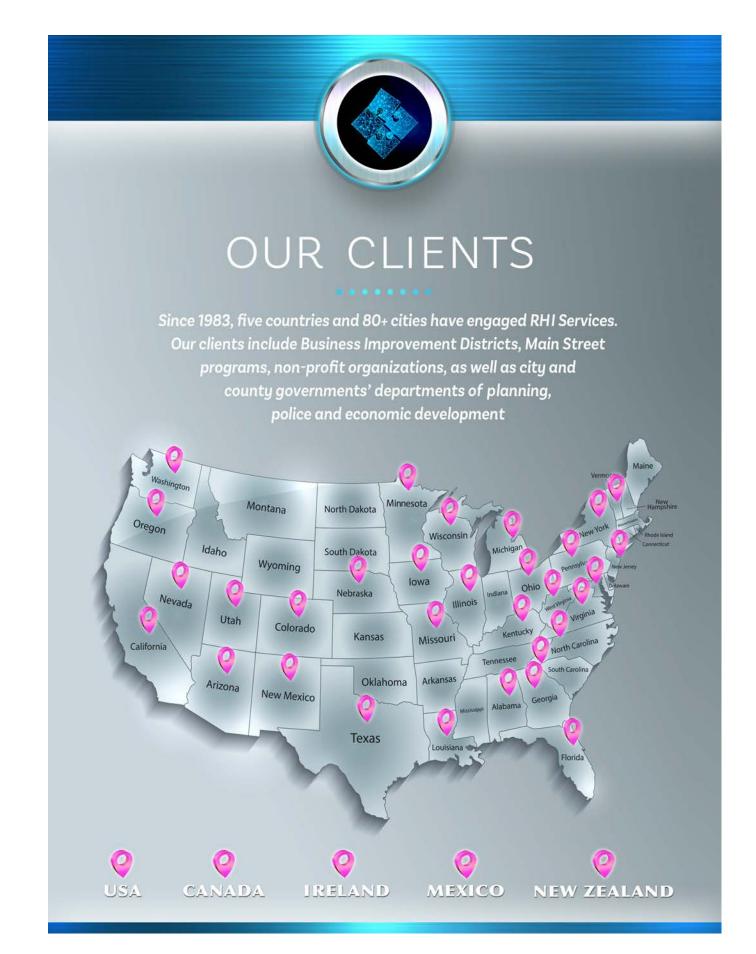
"El Paso, Texas has all the great qualities to make it a wonderful visitor destination; making all visitors and the local population feel safe while enjoying El Paso."

> ~ Danny Soto, Code Manager Code Enforcement Bureau

"While a vibrant nightlife is important for our social economy, much can be said about other daytime activities. Our great weather and bountiful sunny days provide ample outdoor activities from an easy stroll along the Rio Grande River Trail to more strenuous mountain biking in our Franklin Mountains State Park or world-class rock climbing at Hueco Tanks State Park."

~ Michael Bray, Realtor, Greater El Paso Association of Realtors





## RESPONSIBLE HOSPITALITY INSTITUTE





SOCIABLE CITY PLAN | EL PASO, TEXAS | MAY, 2024



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Jocelyn Kane, Senior Consultant | Responsible Hospitality Institute 415.407.5772 • Jocelyn@RHIweb.org • SociableCity.org

ASSISTING BUSINESSES AND COMMUNITIES TO PLAN SAFE AND VIBRANT PLACES TO SOCIALIZE



### El Paso, TX

#### Legislation Text

File #: 24-606, 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

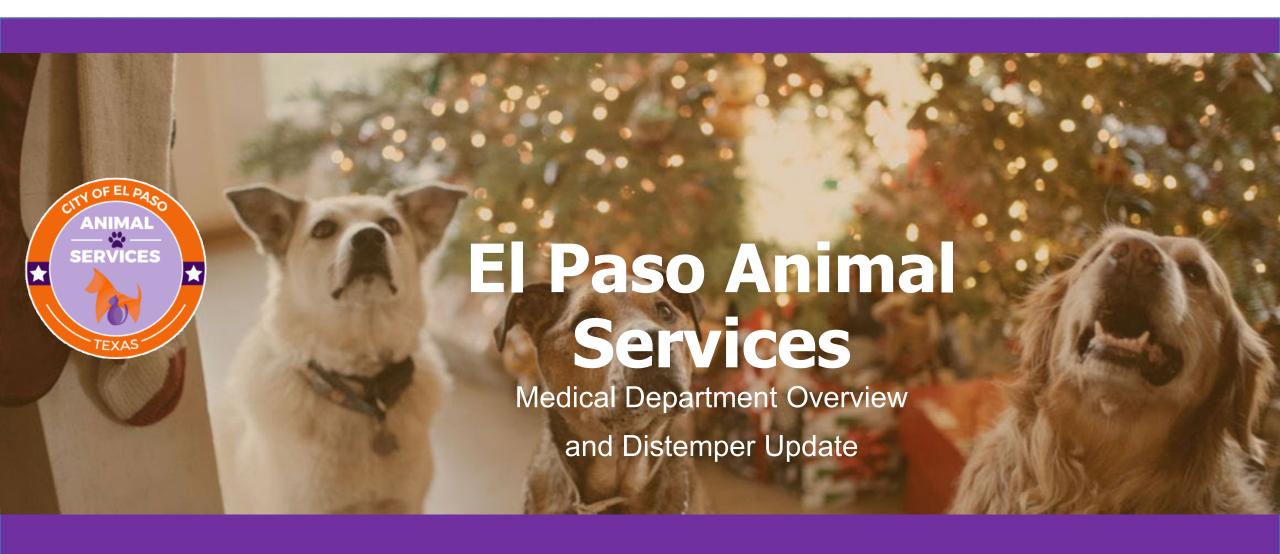
#### AGENDA LANGUAGE:

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

Presentation and discussion on El Paso Animal Services Medical Operations. [POSTPONED FROM 05-07-2024]

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

AGENDA DATE: May 7, 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:** ΑII 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 Medical Operations. **BACKGROUND / DISCUSSION:** The presentation will provide information on the El Paso Animal Services Department Medical Operations. PRIOR COUNCIL ACTION: AMOUNT AND SOURCE OF FUNDING: HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_\_X\_ YES \_\_\_NO **PRIMARY DEPARTMENT:** Animal Services SECONDARY DEPARTMENT: **DEPARTMENT HEAD:** 



## The Medical Team:

- Our medical team is comprised of:
  - 1 Doctor
  - 1 Tech Supervisor (pending)
  - 2 Senior Techs
  - 11 Technicians
- We have a wide range of experience among our team including Emergency, Neurology, Large Animal, PIMA graduates and more!











# **Surgical Procedures**

- We currently provide and perform a wide variety of procedures for our animals and offer affordable services to the public!
- Low-cost Spay and Neuter public clinic
   Flat fee of \$50 includes:
  - Surgery
  - Vaccines (DHPP/Rabies)
  - Rabies 1 year registration
  - Post-op pain meds





- We currently have expanded our surgery operations to include FHO (Femoral Head Ostectomy)
- Common corrective surgeries:
  - -Amputation -Wound repairs
  - -Enucleation -Entropion -Mass removal
- Common treatments:

GI upset

Parasite treatment (fleas, ticks, deworming, etc.)

URI





# **Examples of Impact**

Oatmeal







# **Examples of Impact:**

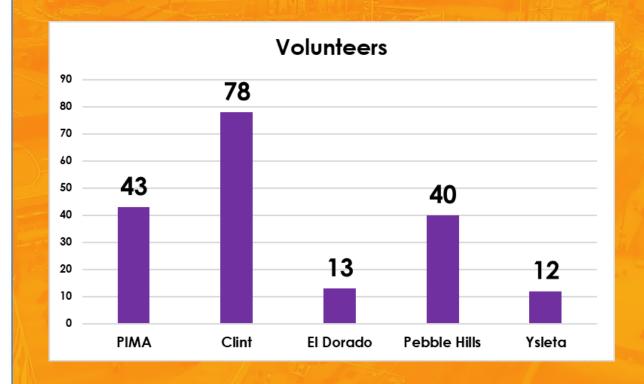
Banjo





## **Volunteers**

- On average we see 100-150 students a year assisting our Vet Techs, each student averages over 100 hours per rotation
- Providing additional hands-on education and experience to our students shapes them into confident future vet techs (or veterinarians!) early on before ever officially entering the field





## **Leaders in Animal Welfare**

- Awarded Education
   Empowerment Award by SISD
   Partners in Education for
   partnership with Pebble Hills
   High School Vet Science
   Program
- Three-time award winners
  - 2018 Education Empowerment Award
  - 2023 Business Partner of the Year





## **Expanding Resources**

Recently added to provide better and more advanced care:

- Incubator with nebulizer
- Blood machines
- Partnering with clinics for x-rays



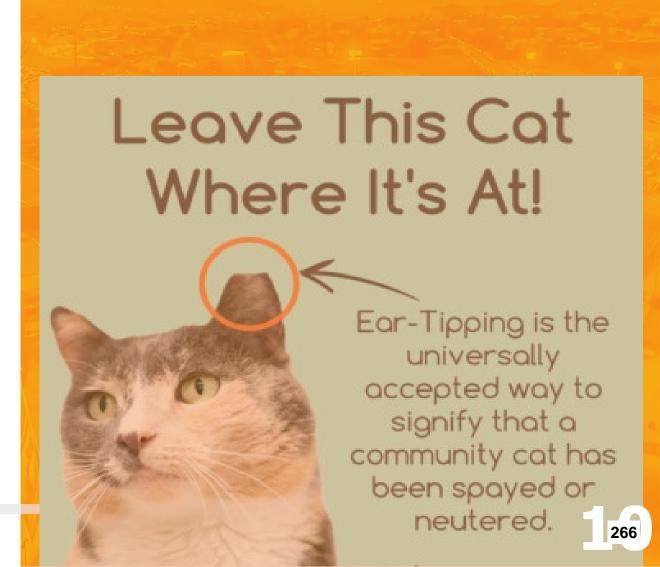






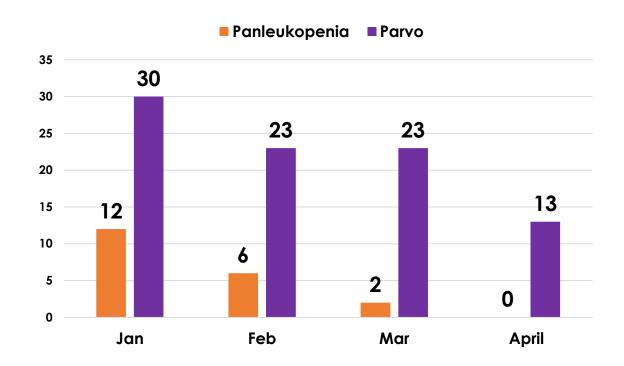
# **Community Cat Program:**

- Expanding mass trapping Community Cat surgery days with contract/relief veterinarians
- Accommodating Community Cat surgery days at the shelter for local Community Cat advocacy groups
- Promoting Community Cat involvement with public





# Parvovirus and Panleukopenia Tracking



Testing animals with even mild symptoms (diarrhea, etc.) helps us catch cases early on and prevent spread

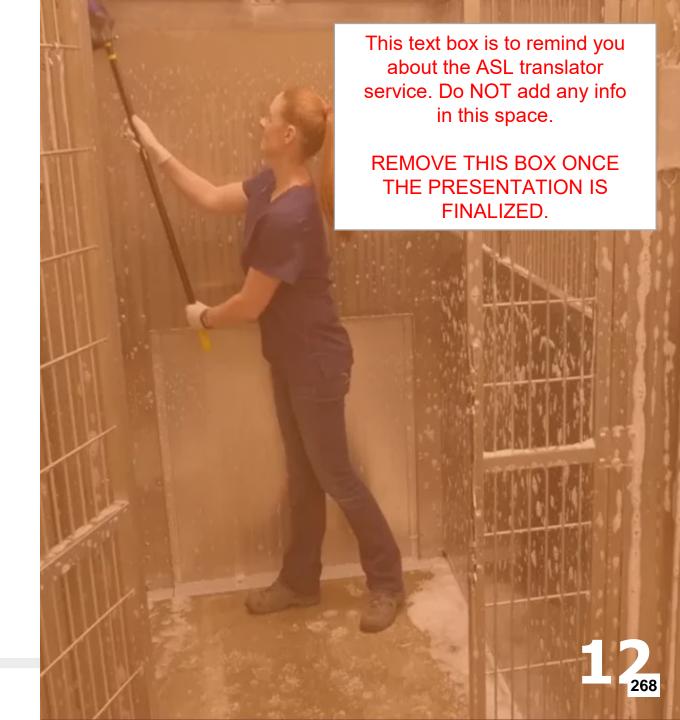




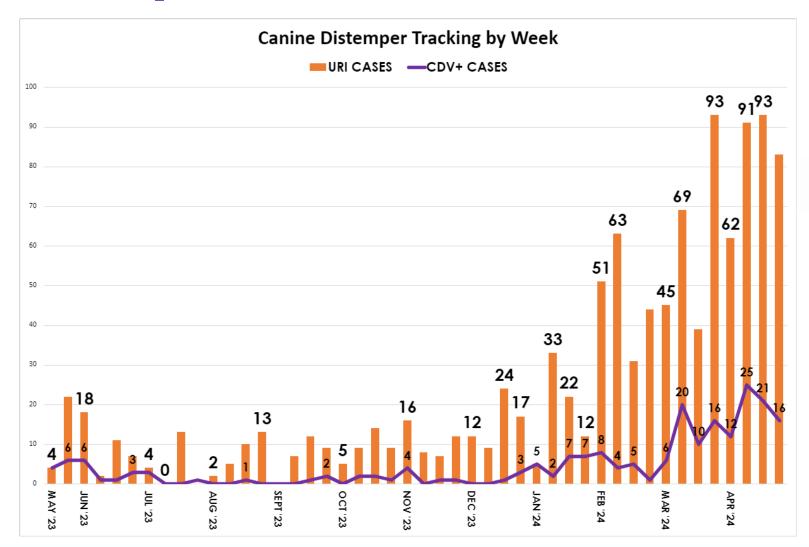
# **Key Components of Disease Management**

- Vaccination on intake with a modified live vaccine
- Immediate isolation and testing of potentially infected dogs
- Limiting dog movement and reducing overcrowding
- Foster homes for the most vulnerable
- Enhanced sanitation/biosecurity



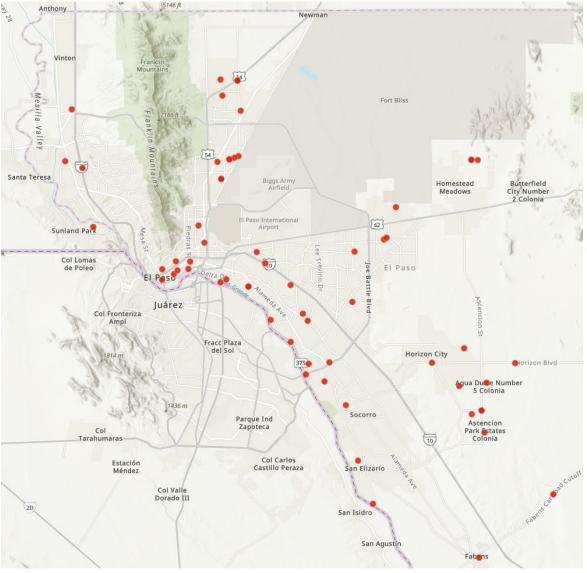


## **Distemper**





Distemper Tracking





# **Drive-Thru Pet Wellness Clinic**

- Providing low-cost care for public to reduce disease in city overall
- Nearly 2,500 owned community pets vaccinated in 2023 (dogs 2,066 and cats 371).
- Event in April, over 500 pets were vaccinated at the SISD Student Activities Complex





**Thank You** 



## 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.



Integrity, Respect, Excellence, Accountability, People

## MISIÓN



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

## VISIÓN



Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Integridad, Respeto, Excelencia, Responsabilidad, Personas

#### El Paso, TX

#### Legislation Text

File #: 24-693, 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**

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 authorizing the City Manager to sign a contract of sale with Notes Live Inc, a Colorado corporation, for the sale of approximately 17 acres of property located at the Northeast corner of Cohen Avenue and US Highway 54, El Paso, TX 79924, legally described as a portion of Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas.

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

AGENDA DATE: May 21, 2024 PUBLIC HEARING: June 4, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212-0094

**DISTRICT(S) AFFECTED: 4** 

**STRATEGIC GOAL:** Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic

Development.

#### SUBJECT:

An ordinance authorizing the City Manager to sign a contract of sale with Notes Live Inc, a Colorado corporation, for the sale of approximately 17 acres of property situated at the Northeast corner of Cohen Avenue and US Highway 54, El Paso, TX 79924, legally described as a portion of Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas.

#### **BACKGROUND / DISCUSSION:**

This ordinance would authorize the City Manager to effectuate the conveyance of approximately 17 acres of City-owned property located in Northeast El Paso, at the northeast corner of US Highway 54 and Cohen Avenue.

Section 253.0125 of the Texas Local Government Code authorizes a municipality to transfer real property with an entity that has entered into a Chapter 380 economic development agreement. Under the proposed terms of the 380 Agreement, Notes Live Inc will develop a 12,500-seat outdoor entertainment venue. The minimum investment is \$80,000,000 and Notes Live will be responsible for securing a venue Operator for a minimum 40 national touring acts per year. The venue is set to open in 2026.

#### PRIOR COUNCIL ACTION:

On April 23, 2024 City Council approved a Term Sheet with Notes Live Inc for the development of a 12,500-seat amphitheater within the boundaries of TIRZ #11, necessitating the PFP revision.

### 

ORDINANCE N	<b>10.</b>

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE WITH NOTES LIVE INC, A COLORADO CORPORATION, FOR THE SALE OF APPROXIMATELY 17 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF COHEN AVENUE AND U.S. HIGHWAY 54, EL PASO, TX 79924, LEGALLY DESCRIBED AS A PORTION OF BLOCK 7, CASTNER RANGE SUBDIVISION NO. 1, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the City of El Paso ("City") is a municipal corporation organized and existing under the laws of the State of Texas and is the owner of approximately 17 acres of real property situated in Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas (the "Property"); and

WHEREAS, the City entered into a Chapter 380 Economic Development Program Agreement (the "380 Agreement") with Notes Live Inc., a Colorado Corporation ("Company") on or about the 4<sup>th</sup> day of June, 2024 in order to facilitate the construction of a 12,500-seat outdoor live entertainment venue, which will revitalize the Cohen Entertainment District, create a new tourism opportunity both regionally and internationally, and provide direct and indirect benefits to the El Paso community, and;

WHEREAS, Section 253.0125 of the Texas Local Government Code (the "Code") authorizes a municipality that has entered into an economic development agreement with an entity, as authorized by Chapter 380 of the Code, to transfer to that entity real property or interest in real property for consideration; and

WHEREAS, such consideration must be provided in the form of an agreement between the parties that requires the entity to use the property in a manner that primarily promotes a public purpose of the municipality relating to economic development (the "Contract of Sale"); and further requires that the Contract of Sale include provisions under which the municipality is granted sufficient control to ensure that the public purpose is accomplished and the municipality receives the return benefit; and

WHEREAS, the City Council has found that the conveyance of the City's Property to the Company is in the public interest because it will revitalize the Cohen Entertainment District, create a new tourism opportunity both regionally and internationally, provide direct and indirect benefits to the El Paso community, while also diversifying and expanding the local tax base and creating quality job opportunities; and

WHEREAS, the Contract of Sale and related Chapter 380 Agreement between the City and Company provide provisions under with the City is granted sufficient control to ensure that the public purpose relating to economic development is accomplished as a result of the conveyance; and

**NOW THEREFORE,** in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

That the City Manager is authorized to sign, on behalf of the City of El Paso, the Contract of Sale between the City and Company, for the sale of approximately 17 acres of real property situated in Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas; and that the City Manager is further authorized to sign all documents necessary to effectuate this transaction, as approved by the City Attorney's Office.

PASSED AND ADOPTED on this the	day of	, 2024.
	THE CITY OF EL PAS	SO:
	Oscar Leeser Mayor	
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CO	ONTENT:
Juan S Gonzalez	Karina Brasgalla, Interim	Director
Senior Assistant City Attorney	Economic & International	al Development

### El Paso, TX

#### Legislation Text

File #: 24-694, 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**

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 approving amendment number three to the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Eleven, City of El Paso, Texas; making various findings related to such Plan; providing for severability; and providing an effective date.

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

AGENDA DATE: May 21, 2024 PUBLIC HEARING: June 4, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212-0094

**DISTRICT(S) AFFECTED:** 4

**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 three to the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Eleven, City of El Paso, Texas; making various findings related to such Plan; providing for severability; and providing an effective date.

#### **BACKGROUND / DISCUSSION:**

The proposed amendment would update the Project and Financing Plan for Tax Increment Reinvestment Zone #11 (TIRZ #11). The amendment will update revenue projections and project costs to align with the expected entertainment venue development.

#### PRIOR COUNCIL ACTION:

On May 29, 2018, City Council approved Ordinance No. 018792, creating TIRZ #11 on the former Cohen Stadium Site. TIRZ #11 was expanded in 2019 and the City added a contribution of sales and use tax.

On April 23, 2024 City Council approved a Term Sheet with Notes Live Inc for the development of a 12,500-serat amphitheater within the boundaries of TIRZ #11, necessitating the PFP revision.

AMOUNT AND SOURCE OF FUNDING:		
N/A		
**************************************		
DEPARTMENT HEAD:		
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)		

#### ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NUMBER THREE TO THE FINAL PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN, CITY OF EL PASO, TEXAS; MAKING VARIOUS FINDINGS RELATED TO SUCH PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, as authorized by Chapter 311 of the Texas Tax Code (the "Act") and pursuant to Ordinance No. 018792, adopted by the City Council of the City of El Paso, Texas (the "City") on May 29, 2018, the City created Tax Increment Reinvestment Zone Number Eleven, City of El Paso, Texas (the "Zone"); and

WHEREAS, on June 12, 2018, the board of directors of the Zone (the "Board") adopted a Project and Financing Plan (the "Plan") for the Zone as required by Section 311.011(a) of the Act; and

WHEREAS, on June 26, 2018, City Council, pursuant to Chapter 311 of the Code, approved Ordinance No. 018805 approving a Plan for the Zone as adopted by the Board and as required by Section 311.011(d) of the Act; and

WHEREAS, on March 19, 2019, City Council, pursuant to Chapter 311 of the Code, approved Ordinance No. 018913 which amended Ordinance No. 018792 by expanding the boundaries of the Zone; establishing the City's tax increment contribution in regards to the expanded area; amending the language of the Zone's duration provision; and amending the Zone's Plan; and

WHEREAS, on October 29, 2019, the City Council of the City of El Paso, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 018996 approving a second amendment to the Zone's Plan, and the establishment of a sales and use tax increment contribution by the City to the Zone's tax increment fund.; and

**WHEREAS,** as authorized by Section 311.011(e), and 311.008, of the Act, on May 21, 2024 the Board recommended that the Plan be amended as presented in Exhibit "A" and be approved by the City Council:

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

#### Section 1. <u>Findings.</u>

That the City Council hereby makes the following findings of fact:

1.1 The statements and facts set forth in the recitals of this Ordinance are true and correct.

Page **1** of **2** 

- 1.2 That the Plan includes all information required by Sections 311.003(b) and (c) of the Act.
- 1.3 That the Plan is feasible and the project plan conforms to the City's master plan.

#### Section 2. Approval of Plan.

That based on the findings set forth in Section 1 of this Ordinance, the Plan is hereby approved.

#### Section 3. Severability.

That if any portion, section or part of a section of this Ordinance is subsequently declared invalid, inoperative or void for any reason by a court of competent jurisdiction, the remaining portions, sections or parts of sections of this Ordinance shall be and remain in full force and effect and shall not in any way be impaired or affected by such decision, opinion or judgment.

#### **Section 4. Effective Date.**

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND ADOPTED on this day of	2024.	
	CITY OF EL PASO:	
	Oscar Leeser Mayor	
ATTEST:		
Laura Prine		
City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
	Willy	
Oscar Gomez	Karina Brasgalla, Interim Director	
Assistant City Attorney	Economic and International Development	

#### Legislation Text

File #: 24-685, 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, 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 17.444 acre Tract of land situated in the O.A. Danielson Survey, Number 316, being a portion of that certain 32.412-acre Tract, and 4.806 acre Tract of land situated in Ysleta Grant Block 56, being a portion of Tract 8 and 9, of said Block 56, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and R-3 (Residential) to C-4 (Commercial), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Gateway East and Southeast of Americas

Applicant: David Ballard, PZRZ23-00041

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

AGENDA DATE: May 21, 2024 PUBLIC HEARING DATE: June 11, 2024

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

Andrew Salloum, (915) 212-1603

**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 17.444 acre Tract of land situated in the O.A. Danielson Survey, Number 316, being a portion of that certain 32.412-acre Tract, and 4.806 acre Tract of land situated in Ysleta Grant Block 56, being a portion of Tract 8 and 9, of said Block 56, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and R-3 (Residential) to C-4 (Commercial), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Gateway East and Southeast of Americas

Applicant: David Ballard, PZRZ23-00041

#### **BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone from R-F (Ranch and Farm) and R-3 (Residential) to C-4 (Commercial) to allow for a proposed general warehouse. City Plan Commission recommended 8-0 to approve with a condition of the proposed rezoning on April 4, 2024. As of May 6, 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** 

*****	**************************************	
DEPARTMENT HEAD:	Philip Fliwe	

<b>ORDINANCE</b>	NO.

AN ORDINANCE CHANGING THE ZONING OF A 17.444 ACRE TRACT OF LAND, SITUATED IN THE O.A. DANIELSON SURVEY, NUMBER 316, BEING A PORTION OF THAT CERTAIN 32.412-ACRE TRACT, AND 4.806 ACRE TRACT OF LAND SITUATED IN YSLETA GRANT BLOCK 56, BEING A PORTION OF TRACT 8 AND 9, OF SAID BLOCK 56, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND R-3 (RESIDENTIAL) TO C-4 (COMMERCIAL, 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 17.444 Acre Tract of land situated in the O.A. Danielson Survey, Number. 316, being a portion of that certain 32.412-acre Tract, and 4.806 Acre Tract of Land Situated in Ysleta Grant Block 56, being a portion of Tract 8 and 9, of said Block 56, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-F (Ranch and Farm) and R-3 (Residential) to C-4 (Commercial), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following a condition which is necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

That within twenty feet (20') from the front property line abutting Gateway East Boulevard, no parking or vehicular storage or display shall be allowed.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

	ADOPTED this	day of _	,2024.
			THE CITY OF EL PASO
			Oscar Leeser Mayor
	(Additional	signatures o	on following page)
NANCE NO 2649 Trans#52	3542 P&I		Zoning Case No: PZRZ23-00041

ORDINANCE NO.
HQ24-2649|Trans#523542|P&I
Rezoning Ordinance Partial Gateway East
JAQ

ATTEST:	
Laura D. Prine	_
City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
	APPROVED AS TO CONTENT:
Leus heintrich	Philip Etiwe Philip F. Etiwe, Director
Jesus A. Quintanilla	Philip F. Étiwe, Director
Assistant City Attorney	Planning & Inspections Department

Zoning Case No: PZRZ23-00041

17.444 ACRE TRACT, SITUATED IN THE O.A. DANIELSON SURVEY NO. 316, IN EL PASO COUNTY, TEXAS

#### LEGAL DESCRIPTION

DESCRIPTION OF A 17.444 ACRE TRACT OF LAND SITUATED IN O.A. DANIELSON SURVEY, NUMBER 316, BEING A PORTION OF THAT CERTAIN 32.412 ACRE TRACT, DESCRIBED AS PARCEL 1, CONVEYED TO ASHLEIGH REALTY L.P., IN A WARRANTY DEED DATED APRIL 1, 2005 AND RECORDED IN DOCUMENT NO. 20050028334 OF THE OFFICIAL PUBLIC RECORDS, EL PASO COUNTY, SAID 17.444 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1-1/2" iron pipe found for a common corner of Block 5 Socorro Grant, Block 56 Yelesta Grant and the O.A. Danielson Survey, No. 316, being also on the north line of a tract of land conveyed to, D.L.A. and M. Properties, LLC, recorded in Document No. 20080013291 of the Official Public Records of El Paso County, Texas, being also the southwest corner of said Ashleigh Realty L.P. tract, and being the southwest corner hereof:

**THENCE**, **N** 38°23'21" **W**, with the common line of said Block 56 Yelesta Grant and O.A. Danielson Survey, No. 316, for a distance of **1933.66** feet to 5/8" iron rod found on said common line of Block 56 Yelesta Grant and O.A. Danielson Survey, No. 316, being also the northwest corner of said Ashleigh Realty L.P. tract, being also the southwest corner of a 9.995-acre tract conveyed to El Paso Electric Company in a Special Warranty Deed dated May 24, 2023, recorded in Document No. 20230039393 of the Official Public Records of El Paso County, Texas, and being the northwest corner hereof;

**THENCE, N 17°45'19"** E, for a distance of **364.94** feet to a 5/8" iron rod found on the southwest line of Interstate Highway No. 10, a variable width right of way at this point, being also the northeast corner of Ashleigh Realty L.P. tract, being also the southeast corner of said El Paso Electric Company tract, and being the northeast corner hereof;

**THENCE**, **S 40°55'36"** E, with the southwest line of said Interstate Highway No. 10 for a distance of **2354.46** feet to 5/8" inch iron rod with cap stamped "ZWA" set on the southwest line of said Interstate Highway No. 10, being also the northeast corner of a 27.853-acre tract conveyed to Baba, L.P. in a Warranty Deed dated April 1, 2005, recorded in Document No. 20050028333 of the Official Public Records of El Paso County, Texas, being also the southeast corner of said Ashleigh Realty L.P. tract, and being the southeast corner hereof;

**THENCE**, **S** 80°01'42" **W**, with the north line of said Baba, L.P. tract, the south line of said Ashleigh Realty L.P. tract, being also the south line hereof, for a distance of 408.79 feet to a 5/8" inch iron rod found on the west line of said O.A. Danielson Survey, No. 316, being also the northeast corner of Block 5 Socorro Grant, and being the northwest corner of said Baba, L.P. tract;

THENCE, S 74°59'11" W, for a distance of 52.04 feet to the POINT OF BEGINNING and containing 17.444 acres of land.

#### **BEARING BASIS**

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN U.S. SURVEY FEET. COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

#### **SURVEYORS NOTE**

THE CONSTRUCTION/LOCATION OF SURVEY BOUNDARIES AND CORNERS, WAS BASED UPON THE PRESCRIBED, ACCEPTED METHOD OF USING THE ORIGINAL OR PERPETUATED CORNER MONUMENTS FOUND AT THE NORTHWEST CORNER OF SECTION NO. 42, BLOCK 78, TOWNSHIP 3, (2-IN IRON PIPE FOUND) AND THE NORTHWEST CORNER OF SECTION NO. 18, BLOCK 80, TOWNSHIP 2, (BRASS ARMY DISK ON CONCRETE MONUMENT RECOGNIZED AS THE SURVEY CORNER) AS A BASELINE RUNNING DIAGONALLY (N 42°38'01" W, 32,405.40 VARAS ~ 90,014.99 FEET) ACROSS THE SURVEYS AS RUN BY PAUL MCCOMBS IN 1883; THE NORTH-SOUTH AND EAST-WEST SURVEY LINES ARE ORIENTED 45-DEGREES OFF THIS BASELINE AND RUN FROM FOUND, ACCEPTED SURVEY CORNERS MONUMENTS ALONG OR NEAR THE BASELINE, OR FROM PRORATED SURVEY CORNER POSTIONS ALONG THE BASELINE AT MISSING CORNERS.

THE STATE OF TEXAS §

**§** KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF EL PASO §

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief under my direction and supervision.

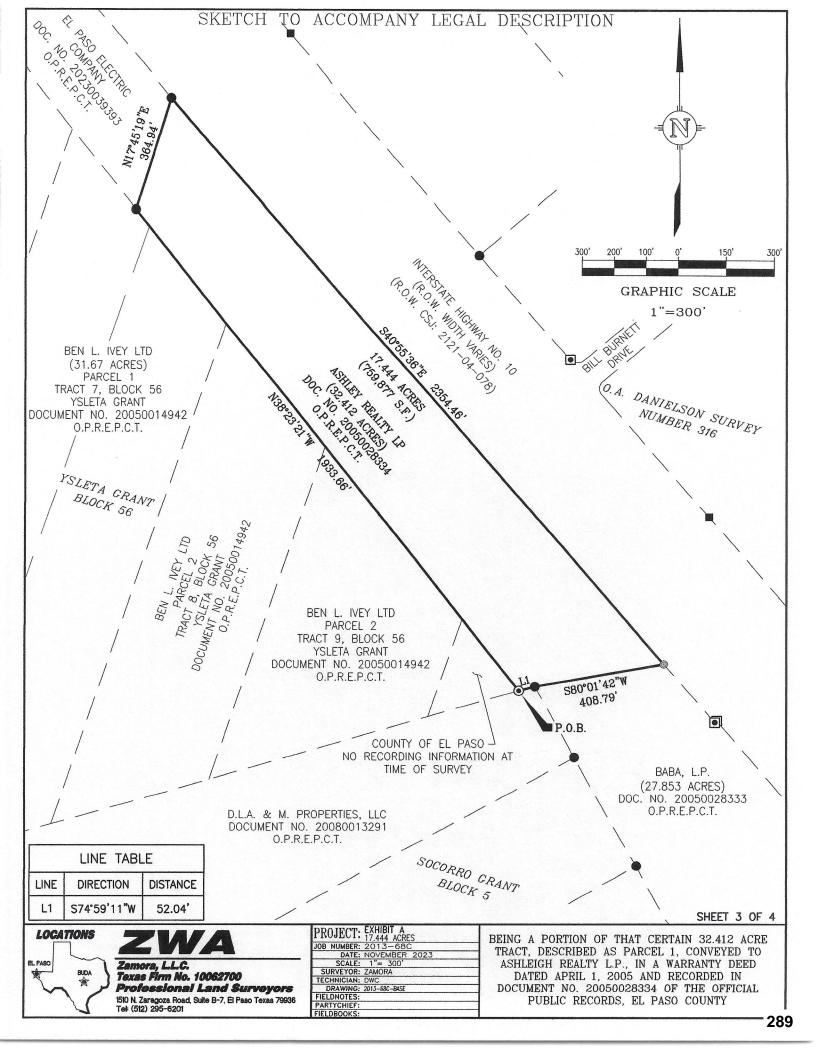
WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 13th day of November 2023, A.D.

Zamora, LLC Texas Firm No. 10062700 1435 South Loop 4 Buda, Texas 78610

G. Rene Zamora

Registered Professional Land Surveyor

No. 5682 - State of Texas



#### LEGEND

- 5/8" IRON ROD FOUND UNLESS OTHERWISE NOTED
- 1-1/2" IRON PIPE FOUND ( UNLESS OTHERWISE NOTED
- NAIL FOUND
- TXDOT TYPE II MONUMENT
- TXDOT TYPE I MONUMENT
- 5/8" IRON ROD W/ZWA CAP SET

O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PAOS COUNTY, TEXAS

> POINT OF BEGINNING P.O.B.

BEARING BASIS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

#### NOTE:

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

#### META DATA:

ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).

I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT IL VEY IS TRUE AND

CORRECT TO THE BEST OF MY KNOWLEDGE

RENE ZAMORA REGISTERED PROFESSIONAL LAND SURVEYO TEXAS REGISTRATION NO. 5682

SHEET 4 OF 4



Zamora, L.L.C. Texas Firm No. 10062700 Professional Land Surveyors 1510 N. Zaragoza Road, Suite B-7, El Paso Texas 79936 Tel: (512) 295-6201

	PROJECT:	EXHIBIT A 17.444 ACRES
	JOB NUMBER:	2013-68C
		NOVEMBER 2023
	SCALE:	1"= 300'
	SURVEYOR:	ZAMORA
	TECHNICIAN:	
		2013-68C-BASE
H	FIELDNOTES:	
	PARTYCHIEF:	
	FIELDBOOKS:	

BEING A PORTION OF THAT CERTAIN 32.412 ACRE TRACT, DESCRIBED AS PARCEL 1, CONVEYED TO ASHLEIGH REALTY L.P., IN A WARRANTY DEED DATED APRIL 1, 2005 AND RECORDED IN DOCUMENT NO. 20050028334 OF THE OFFICIAL PUBLIC RECORDS, EL PASO COUNTY

# STATE OF TEXAS COUNTY OF EL PASO

#### **EXHIBIT "A"**

4.806 ACRE TRACT SITUATED IN THE YSLETA GRANT BLOCK 56 IN EL PASO COUNTY, TEXAS

#### **LEGAL DESCRIPTION**

DESCRIPTION OF A 4.806 ACRE TRACT OF LAND SITUATED IN YSLETA GRANT BLOCK 56, BEING A PORTION OF TRACT 8 AND 9, OF SAID BLOCK 56, DESCRIBED AS PARCEL 2, CONVEYED TO BEN L. IVEY, LTD., IN A WARRANTY DEED WITH VENDOR'S LIEN, DATED FEBRUARY 15, 2005 AND RECORDED IN DOCUMENT NO. 20050014942 OF THE OFFICIAL PUBLIC RECORDS, EL PASO COUNTY, SAID 4.806 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1-1/2" iron pipe found for a common corner of Block 5 Socorro Grant, O.A. Danielson Survey, No. 316, and said Block 56 Yelesta Grant, being also on the north line of a tract of land conveyed to, D.L.A. and M. Properties, LLC, recorded in Document No. 20080013291 of the Official Public Records of El Paso County, Texas, and being the southwest corner of that certain called 32.412-acre tract conveyed to Ashleigh Reality L.P., recorded in Document No. 20050028334 of the Official Public Records of El Paso County, Texas;

**THENCE, N 38°23'21" W**, with the common line of said Block 56 Yelesta Grant and said O.A. Danielson Survey, No. 316, being also the southwest line of said Ashleigh Reality L.P. tract, a distance of **282.41** feet to a 1-1/2-inch iron pipe found, on the southwest line of said Ashleigh Reality L.P. tract, being also the northeast corner of said Tract 9, Block 56, for the southeast corner and the **Point of Beginning** of the herein described tract:

**THENCE**, over and across said Tracts 8 and 9, Block 56 the following three (3) courses and distances:

- 1) **S 19°12'16" W,** for a distance of **190.43** feet to a 5/8-inch iron rod with cap stamped "ZWA" set for the southwest corner hereof;
- 2) **N 40°55'38" W,** for a distance of **1162.26** feet to a 5/8-inch iron rod with cap stamped "ZWA" set for the northwest corner hereof;
- 3) N 49°04'22" E, for a distance of 212.45 feet to a 5/8-inch iron rod with cap stamped "ZWA" set on the common line of said Block 56 Yelesta Grant and said O.A. Danielson Survey, No. 316, being also the southwest line of said Ashleigh Reality L.P. tract, and being the northwest corner hereof, from which a 1/2-inch iron rod found for the west corner of said Ashleigh Reality L.P. tract bears N 38°23'21" W a distance of 582.78 feet:

THENCE, S 38°23'21" E, with the common line of said Block 56 Yelesta Grant and said O.A. Danielson Survey, No. 316, being also the southwest line of said Ashleigh Reality L.P. tract, for a distance of 1068.47 feet to the POINT OF BEGINNING and containing 4.806 acres of land.

**BEARING BASIS** 

THE GRID COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN U.S. SURVEY FEET. THE BEARINGS SHOWN ARE GRID. THESE GRID COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04 A, HAVING VALUES 31°43'10.98688"(N), 106°14'29.61456"(W) AND TX04 B HAVING VALUES 31°43'10.70856"(N), 106°14'48.54509"(W) CONVERGENCE OF (-)03°36'00" WITH A COMBINED SCALE FACTOR 0.99977223. ALL DISTANCES SHOWN ARE SURFACE DISTANCES.

**SURVEYOR'S NOTE** 

THE CONSTRUCTION/LOCATION OF SURVEY BOUNDARIES AND CORNERS, WAS BASED UPON THE PRESCRIBED, ACCEPTED METHOD OF USING THE ORIGINAL OR PERPETUATED CORNER MONUMENTS FOUND AT THE NORTHWEST CORNER OF SECTION NO. 42, BLOCK 78, TOWNSHIP 3, (2-IN IRON PIPE FOUND) AND THE NORTHWEST CORNER OF SECTION NO. 18, BLOCK 80, TOWNSHIP 2, (BRASS ARMY DISK ON CONCRETE MONUMENT RECOGNIZED AS THE SURVEY CORNER) AS A BASELINE RUNNING DIAGONALLY (N 42°38'01" W, 32,405.40 VARAS ~ 90,014.99 FEET) ACROSS THE SURVEYS AS RUN BY PAUL MCCOMBS IN 1883; THE NORTH-SOUTH AND EAST-WEST SURVEY LINES ARE ORIENTED 45-DEGREES OFF THIS BASELINE AND RUN FROM FOUND, ACCEPTED SURVEY CORNER MONUMENTS ALONG OR NEAR THE BASELINE, OR FROM PRORATED SURVEY CORNER POSTIONS ALONG THE BASELINE AT MISSING CORNERS.

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF EL PASO §

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief under my direction and supervision.

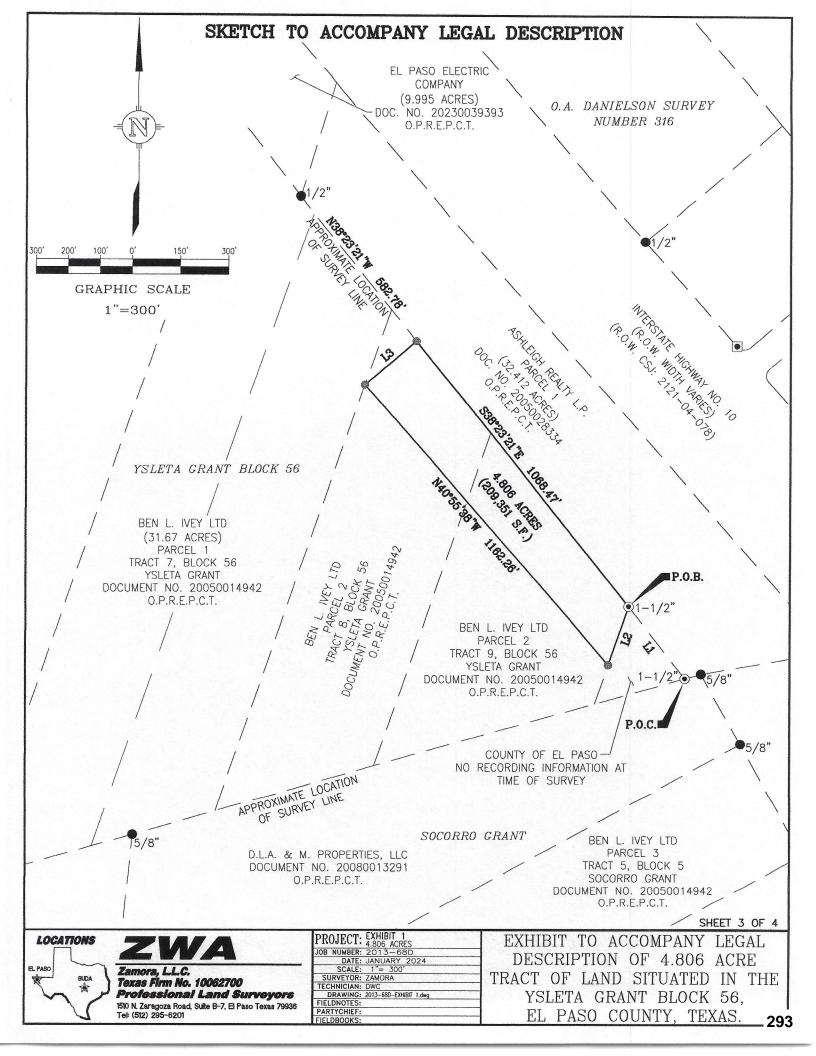
WITNESS MY HAND AND SEAL in El Paso County, Texas this the 25th day of January, 2024, A.D.

Zamora, LLC Texas Firm No. 10062702 1510 Zaragoza Road, Suite B-7 El Paso, Texas 79936

G. Rene Zamora

Registered Professional Land Surveyor

No. 5682 - State of Texas



### SKETCH TO ACCOMPANY LEGAL DESCRIPTION

#### LEGEND

- 1/2" IRON ROD FOUND
- 5/8" IRON ROD W/ZWA CAP
- TYPE II CONCRETE MONUMENT •
- IRON PIPE FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

#### **BEARING BASIS:**

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04A (NGS PID NO. AB6217), HAVING VALUES 31'43'10.98688"(N), 106'14'29.61456"(W) COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

	LINE TABL	E
LINE	DIRECTION	DISTANCE
L1	N38°23'21"W	282.41'
L2	S19°12'16"W	190.43'
L3	N49°04'22"E	212.45

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SUPPLIES CORRECT TO THE BEST OF MY KNOWLEDGE AND

RENE ZAMORA

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REGISTRATION NO. 5682

G. RENE ZAMORA

LOCATIONS

Texas Firm No. 10062700 **Professional Land Surveyors** 1510 N. Zaragoza Road, Suite B-7, El Paso Texas 79936 Tel: (512) 295-6201

PROJECT:	EXHIBIT 1 4.806 ACRES
JOB NUMBER:	2013-68D
DATE:	JANUARY 2024
SCALE:	1"= 300'
SURVEYOR:	ZAMORA
TECHNICIAN:	DWC
DRAWING:	2013-68D-EXHIBIT 1.dwg
FIELDNOTES:	
PARTYCHIEF:	-
FIELDBOOKS:	

SHEET 4 OF 4 EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 4.806 ACRE TRACT OF LAND SITUATED IN THE YSLETA GRANT BLOCK 56, EL PASO COUNTY, TEXAS.

## Gateway East and Southeast of Americas

City Plan Commission — April 4, 2024



CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov

**PROPERTY OWNER:** David Ballard

**REPRESENTATIVE:** TRE & Associates Engineering

**LOCATION:** Gateway East Blvd. and Southeast of Americas (District 6)

**PROPERTY AREA:** 22.25 acres

**REQUEST:** Rezone from R-F (Ranch and Farm) and R-3 (Residential) to C-4

(Commercial)

**RELATED APPLICATIONS:** SUSU23-00103 - Major Combination Subdivision

**PUBLIC INPUT:** None received as of March 28, 2024

**SUMMARY OF REQUEST:** The applicant is requesting to rezone from R-F (Ranch and Farm) and R-3 (Residential) to C-4 (Commercial) to allow for a proposed general warehouse.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITION** of the rezoning request. The proposed zoning district is compatible with the commercial uses in the surrounding area and consistent with *Plan El Paso*, the City's Comprehensive Plan and the G-3, Post-War future land use designation. The condition is the following:

• That within twenty feet (20') from the front property line abutting Gateway East Boulevard, no parking or vehicular storage or display shall be allowed.



Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone from R-F (Ranch and Farm) and R-3 (Residential) to C-4 (Commercial) to allow for a proposed general warehouse. The size of the property is 22.25 acres. The property is currently vacant. The conceptual site plan shows two proposed warehouse buildings on the property. Main access to the property is proposed from Gateway East Boulevard.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** To the north and east, the property is bounded by U.S. Interstate Highway 10 and on the other side of I-10 there are a trailer parking lot and nightclub/bar, a governmental use building, and a vacant lot, which fall entirety on the El Paso's 5-Mile Extraterritorial Jurisdiction (ETJ); to the south is vacant land located within Socorro's 2-mile Extraterritorial Jurisdiction (ETJ); and to the west, is vacant land zoned R-F (Ranch and Farm). The closest school is Del Valle High School located 1.83 mile away and the closest park is Emerald Pass Park located 1.48 miles away.

# COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

# Criteria Does the Request Comply? Future Land Use Map: Proposed zone change is Yes. The subject property is prop

**Future Land Use Map:** Proposed zone change is compatible with the Future Land Use designation for the property:

**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.

Yes. The subject property is proposed to be developed into commercial development, which is in character with the future land use designation of *Plan El Paso*.

**Compatibility with Surroundings:** The proposed zoning district is compatible with those surrounding the site:

C-4 (Commercial) District: The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.

Yes. The proposed C-4 (Commercial) zoning district will provide for the continued commercial uses along Gateway East Boulevard and U.S. Interstate 10 which are designated as a commercial corridor, major arterial, and interstate, in the City's Major Thoroughfare Plan. The surrounding properties are zoned R-F (Ranch and Farm) and R-3 (Residential) with other property within Extraterritorial Jurisdiction (ETJ). The existing uses of the surrounding area range from vacant, trailer parking lot, and a governmental use building.

**Preferred Development Locations:** Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.

Yes. The subject property has access to Gateway East Boulevard, which is designated as a major arterial in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:		
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE EVALUATING THE FOLLOWING FACTORS:	E PROPERTY AND SURROUNDING PROPERTY, AFTER	
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.	
<b>Potential Adverse Effects:</b> 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.	
<b>Natural Environment:</b> 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. The property located at 9641 North Loop Drive and 215 Sofia Place to the west was rezoned from A-2 (Apartment) to C-4 (Commercial) in 2021.	
<b>Socioeconomic &amp; Physical Conditions</b> : Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The area has been in transition as is currently under commercial development. It is expected to be developed into a commercial development along Interstate 10. The R-3 (Residential) zoning designation is no longer suitable for the property.	

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The proposed development will have access to Gateway East Boulevard which is designated as a major arterial in the City's Major Thoroughfare Plan. The subject property will need to provide adequate infrastructure at the time of development through the subdivision process. There are no bus stops within walkable distance (0.25 mile) of the subject property. The closest bus stop is 1.25 miles away along Joe Battle Boulevard and Rojas 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 Mission Valley Civic Association and Corridor 20 Civic Association, which were notified of the rezoning request by the applicant. As required, public notices were mailed to property owners within 300 feet on March 22, 2024. As of March 28, 2024, the Planning Division has not received any communication in support or opposition to the request from the public.

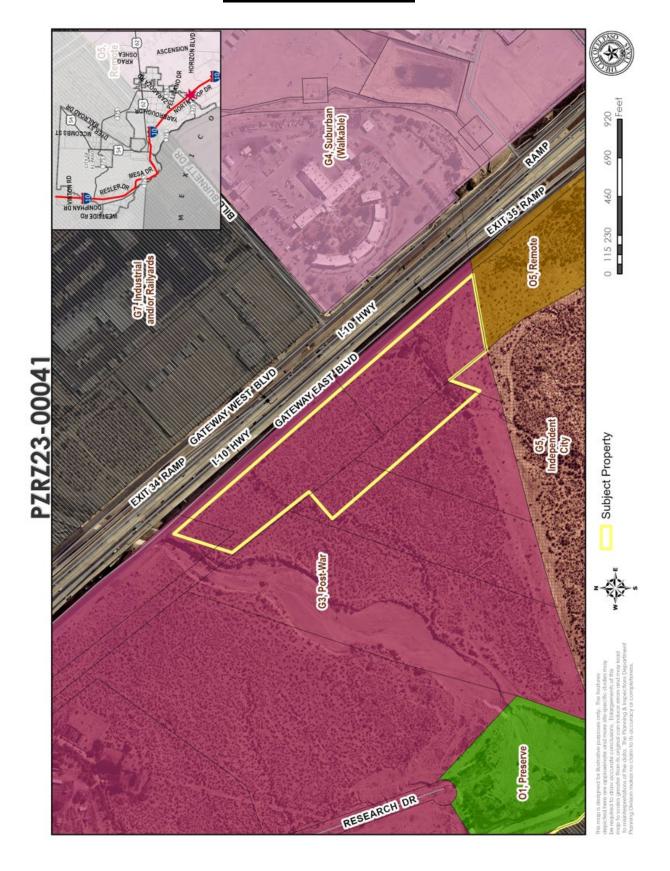
**RELATED APPLICATIONS:** A major combination subdivision application (SUSU23-00103) is currently under review for a commercial subdivision, comprising of one lot.

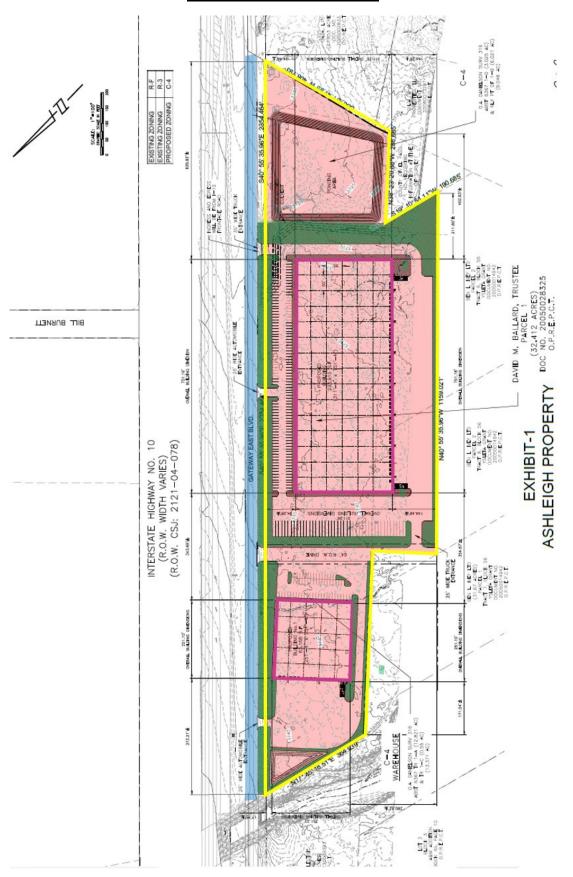
**CITY PLAN COMMISSION OPTIONS:** The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

#### **ATTACHMENTS:**

- 1. Future Land Use Map
- 2. Conceptual Site Plan
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map





#### <u>Planning and Inspections Department - Planning Division</u>

Staff recommends **APPROVAL WITH CONDITION** of the rezoning request. The proposed zoning district is compatible with the commercial uses in the surrounding area and consistent with Plan El Paso, the City's Comprehensive Plan and the G-3, Post-War future land use designation. The condition is the following:

• That within twenty feet (20') from the front property line abutting Gateway East Boulevard, no parking or vehicular storage or display shall be allowed.

#### Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

#### Planning and Inspections Department – Land Development

- 1. The proposed ponding area for subdivision shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.
- 2. TXDOT review and approval are required of the proposed area for drainage (including culverts) and access requirements (Driveways, acceleration, and deceleration lane). No storm-water is allowed into TxDOT R.O.W.
- 3. Delineated contour of flood zone "A" in the site plan at the time of grading permit. if the property is in the flood zone area, provide an elevation certificate.

Note: Comments will be addressed at the permitting stage.

#### **Fire Department**

No adverse comments.

#### **Police Department**

No comments received.

#### **Environment Services**

No comments received.

#### **Streets and Maintenance Department**

- No TIA required.
- Coordinated with TXDOT via access points.

#### **Texas Department of Transportation**

TxDOT has only received a permit request for the two most eastern driveways. Please have the requestor submit a permit request for review and consideration of the two most western driveways to TXDOT. The permit request should consist of a layout with dimensions between existing and proposed access points.

Note: Comments will be addressed at the permitting stage.

#### **Sun Metro**

No comments received.

#### **El Paso Water**

EPWater-PSB does not object to this request.

Plat shall accurately show the existing PSB water meter easement location.

#### Water:

There is an existing 16-inch diameter water main that extends along Gateway East Blvd., located approximately 5-feet north of the south right-of-way line. No direct service connections are allowed to this main as per EPWater-PSB Rules and Regulations.

EPWater-PSB records indicate a master meter for the El Paso Lower Valley Water District Authority located within a PSB easement at the southeast corner of Lot 2.

#### **Sanitary Sewer:**

There are no sanitary sewer mains fronting the property.

#### General:

Gateway East Blvd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water work to be performed within Gateway East Blvd. right-of-way requires written permission from TxDOT.

No building, reservoir, structure, parking stalls, or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs, or any structure that will interfere with the access to the PSB easement(s). There shall be at least a 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated to public water and/or sanitary sewer facilities shall comply with EPWater-PSB Easement Policy. The PSB easement(s) shall be improved to allow the operation of EPWater-PSB maintenance vehicles. EPWater-PSB requires access to the proposed water facilities, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sanitary sewer mains, and appurtenant structures located within the subdivision. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing EPWater-PSB facilities and is responsible for the costs of setting appurtenant structures to final grade.

EPWater-PSB 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:**

No comments received.

#### El Paso County Water Improvement District No. 1

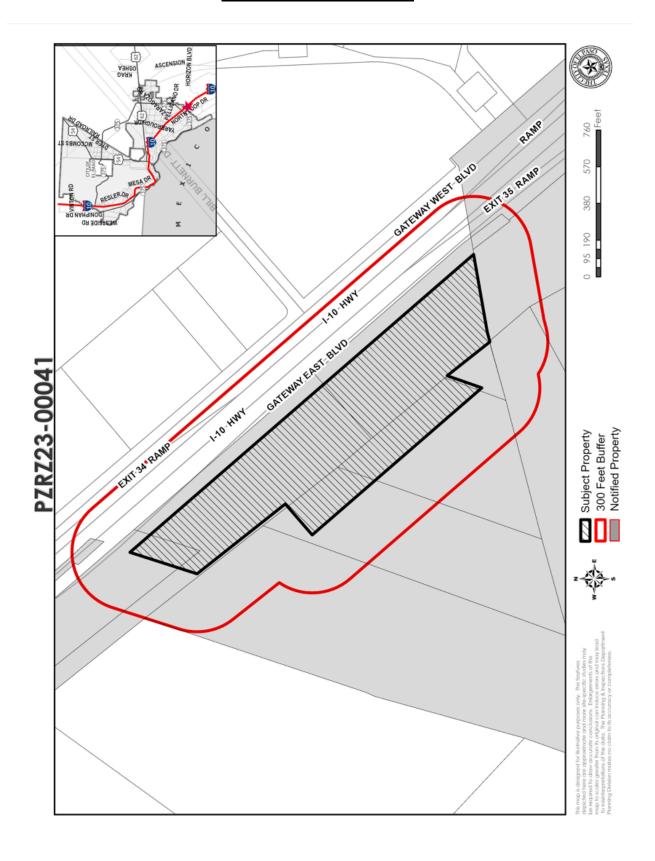
No comments received.

#### **Texas Gas Service**

No objections.

#### 911 District

No comments/concerns regarding this re-zoning.



#### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with <u>Title 2, Chapter 2.92, Section 2.92.080</u>

#### 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.
"O t. 'l t "	
"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 i
	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
benefiting	
	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	1/0/2000	
District 1		
District 2		
District 3		2/0/
District 4	1 300000	5/,//
District 5	11 (625)	
District 6	CRYA	5///
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:	
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#### Contributor / Donor Information:

Full Name	David Ballard
Business Name	D. Michaels Commercial Real Estate
Agenda Item Type	Rezoning
Relevant Department	Planning and Inspections

City Cou	OT made campaign contributions or donations to incil member(s) during their campaign(s) or term(s) of the El Paso Municipal Code.	
	nade campaign contributions or donations totaling uncil member(s) during their campaign(s) or term(	
OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	110/2800	
District 1	(D) (B)	
District 2	通影系	1861001
District 3	1436 L	82011
District 4	11-11-30000	025///
District 5		3////
District 6	ARY	13//
District 7		
District 8		

any subsequent contributions or donations prior to the relevant council meeting date.

Signature:

February 2024 **307** 

4/30/2024

Date:

#### Legislation Text

File #: 24-686, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 1**

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

#### AGENDA LANGUAGE:

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

An Ordinance changing the zoning of all of Tracts 90-A, 92, and 93, S.A. & M.G. Railroad Survey #267, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-3 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Thorn and West of Doniphan

Applicant: David Ballard, PZRZ24-00003

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#### 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	MARTHA M SANTANA
Business Name	ABM CONSTRUCTION CO.
Agenda Item Type	
Relevant Department	

OFFICE	CURRENT COUNCIL MEMBER NAME AMOUNT (\$)
I I	made campaign contributions or donations totaling an aggregate of \$500 or more to the following council member(s) during their campaign(s) or term(s) of City office:
OR	
City C	<b>NOT</b> made campaign contributions or donations totaling an aggregate of \$500 or more to any ouncil member(s) during their campaign(s) or term(s) of City office, as specified in Section 80 of the El Paso Municipal Code.
contributions or	rmation: Please check the appropriate box below to indicate whether you have made campaign donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(solution) office specified in Section 2.92.080 of the El Paso Municipal Code.

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/ U/we , 3/4	
District 1	142/35_4	
District 2		
District 3		10 II
District 4	11 1300000	5/ , //
District 5	11/16226	
District 6	A FY N	
District 7		
District 8		

<b>Declaration</b> : 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:

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

AGENDA DATE: May 21, 2024 PUBLIC HEARING DATE: June 11, 2024

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

Andrew Salloum, (915) 212-1603

**DISTRICT(S) AFFECTED**: District 1

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

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

#### **SUBJECT:**

An Ordinance changing the zoning of all of Tracts 90-A, 92, and 93, S.A. & M.G. Railroad Survey #267, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-3 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Thorn and West of Doniphan

Applicant: David Ballard, PZRZ24-00003

#### **BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone from R-3 (Residential) to C-3 (Commercial) to allow for a proposed office and self-storage facility. City Plan Commission recommended 8-0 to approve with conditions of the proposed rezoning on April 4, 2024. As of May 6, 2024, the Planning Division has received an email in support of the rezoning request from the public. See attached staff report for additional information.

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT: N/A** 

DEPARTMENT HEAD: Philip Ctive

<b>)</b> .	ORDINANCE NO.
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AN ORDINANCE CHANGING THE ZONING OF ALL OF TRACTS 90-A, 92, AND 93, S.A. & M.G. RAILROAD SURVEY #267, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO C-3 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of All of Tracts 90-A, 92, and 93, S.A. & M.G. Railroad Survey #267, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-4** (**Residential**) to **C-3** (**Commercial**), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

- 1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
- 2. That semi-truck parking area shall be located no closer than 20 ft. to any residential lots.
- 3. That major motor vehicle repair and car sale lot uses be prohibited on the subject property.
- 4. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the detailed site development plan review, the traffic engineer shall review and determine if a Traffic Impact Analysis (TIA) will be required. If required, the TIA shall be approved prior to the issuance of any certificates of occupancy or certificates of completion.

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	<b>,2024</b> .
		THE CITY OF EL PASO
		Oscar Leeser Mayor
	(Additional Signature	·
ORDINANCE NO.		Zoning Case No: PZRZ24-00003

ATTEST:	
Laura D. Prine	_
City Clerk  APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Leus Leintrick	
Jesus A. Quintanilla	Philip Ctiwe  Philip F. Etiwe, Director
Assistant City Attorney	Planning & Inspections Department

#### EXHIBIT "A"

#### PROPERTY DESCRIPTION

#### **5313-5317 MACE STREET**

Description of a parcel of land being all of Tracts 90-A, 92 and 93, S.A. & M.G. Railroad Survey #267, City of El Paso, El Paso County, Texas, being those same parcels recorded in Clerk's File #20220046226 (and individually: Tract 90-A in book 1193, page 605; Tract 92 in book 455, page 273; Tract 93 in book 590, page 281), El Paso County Clerks Records, and described as follows;

Commencing for reference at a chiseled "V" on concrete, found at the corner of Tract 72-B-1, said "V" also lying on the easterly R.O.W. of Doniphan Drive (80' wide); Thence, with said easterly R.O.W. of said Doniphan Drive, North 18°16'00" West a distance of 164.04' to the most westerly corner of Tract 94 (also described in said book 455, page 273), also being the most southerly corner of Tract 89 (recorded in clerk's file #20210053659); Thence, with the common line between said Tracts 89 and 94, North 71°44'00" East a distance of 403.00' (381.00' shown on tax map in error) to a 1/2" rebar found at the most easterly corner of said Tract 89, also being the most southerly corner of said Tract 90-A, and being the "Point Of Beginning";

Thence, along the common boundary between said Tracts 89 and Tract 90-A, North 18°16'00" West a distance of 125.00'to a 5/8" rebar with cap stamped "5372" found at the most westerly corner of said Tract 90-A, and also lying on the southeasterly boundary line of Selden Place (recorded in clerk's file #20200022308;

Thence, with said southeasterly boundary line of Selden Place, North 71°44'00" East a distance of 299.90' to a 5/8" rebar with cap stamped "5372" found at the most northerly corner of said Tract 90-A and also being the most easterly corner of Tract 85 (recorded in volume 3385, page 186), and lying on the southwesterly R.O.W. of Mace Street (dedicated in book 43, page 18, Plat Records of El Paso County);

Thence, with said southwesterly R.O.W. of Mace Street, the following three courses:

- South 18°16'00" East a distance of 66.40' to a 5/8" rebar with cap stamped "5372" found for an angle point of said ROW;
- with the boundary line of that parcel recorded in book 427, page 336, South 71°44'00" West a distance of 17.34' to a 5/8" rebar with cap stamped "5372" found for an angle point of said ROW:
- continuing with said boundary line of that parcel recorded in book 427, page 336, South 18°16'00" East a distance of 58.60' to a 5/8" rebar with cap stamped "5372" found at the most easterly corner of said Tract 90-A, and also lying on the northwesterly boundary line of Tract 91 (recorded in book 673, page 300);

Thence, with the common boundary line between said Tracts 90-A and 91, South 71°44'00" West a distance of 99.76' to a 5/8" rebar with cap stamped "5372" found at the most westerly corner of said Tract 91, and also being the most northerly corner of said Tract 92;

Thence, with the common boundary line between said Tracts 91 and 92, South 18°16'00" East a distance of 53.00' to a 5/8" rebar with cap stamped "5372" found at the most easterly corner of said Tract 92, and also being the most southerly corner of said Tract 91;

Thence, with the southeasterly boundary line of said Tract 92, South 71°44'00" West a distance of 177.00' (178.50' shown on tax map in error) to a 5/8" rebar with cap stamped "5372" found at the most southerly corner of said Tract 93, also being the most easterly corner of said Tract 94;

Thence, with the common boundary line between said Tracts 93 and 94, North 18°16'00" West a distance of 53.00' to a 5/8" rebar with cap stamped "5372" found for the most westerly corner of said Tract 93, and also being the most northerly corner of said Tract 94;

Thence, with the northwesterly boundary line of said Tract 94, South 71°44'00" West a distance of 5.80' to the "Point Of Beginning" and containing 45,852 sq. ft. or 1.0526 acres.

Based on a field survey performed under my supervision and dated 08/16/2022 and updated on 12/06/2023

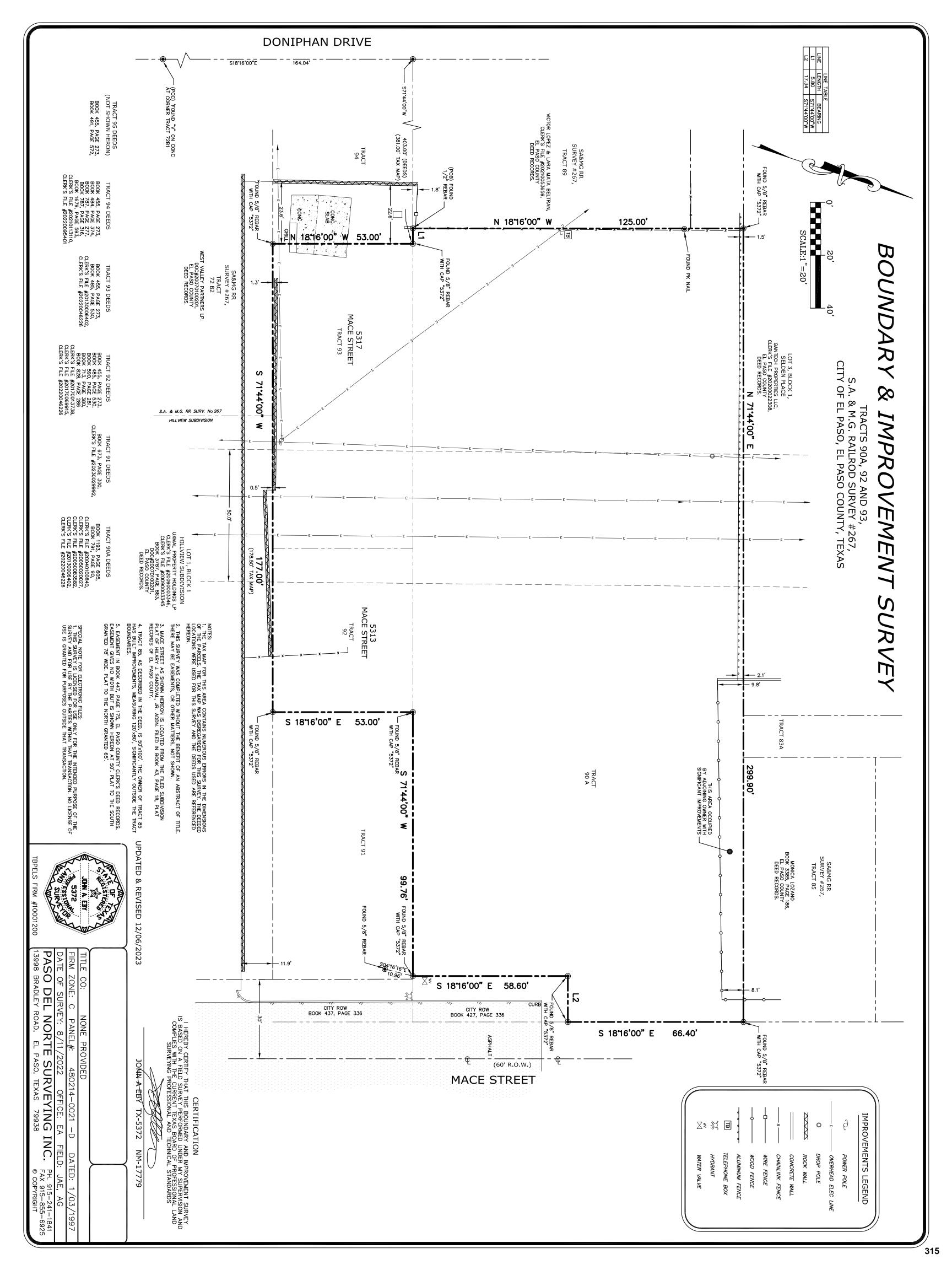
John A Eby, Texas R.P.L.S. 5372

Paso Del Norte Surveying Inc.

13998 Bradley Road El Paso, TX. 79938

915-241-1841

TBPELS FIRM #10001200



## North of Thorn and West of Doniphan

City Plan Commission — April 4, 2024



CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov

**PROPERTY OWNER:** Martha M. Santana

**REPRESENTATIVE:** TJ Karam

**LOCATION:** Generally North of Thorn Ave. and West of Doniphan Dr. (District 1)

PROPERTY AREA: 1.05 acres

**REQUEST:** Rezone from R-4 (Residential) to C-3 (Commercial)

**RELATED APPLICATIONS:** None

**PUBLIC INPUT:** Received an email in support as of March 28, 2024

**SUMMARY OF REQUEST:** The applicant is requesting to rezone from R-4 (Residential) to C-3 (Commercial) to allow for proposed office and self-storage warehouse.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The proposed zoning district is compatible with the commercial uses in the surrounding area and consistent with *Plan El Paso*, the City's Comprehensive Plan, and the G-3, Post-War future land use designation. The recommended conditions are the following:

- 1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
- 2. That commercial truck loading and unloading area for deliveries shall be located no closer than 20 feet to any residential lots.
- 3. That major motor vehicle repair and car sale lot uses be prohibited on the subject property.
- 4. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the detailed site development plan review, the traffic engineer shall review and determine if a Traffic Impact Analysis (TIA) will be required. If required, the TIA shall be approved prior to the issuance of any certificates of occupancy or certificates of completion.

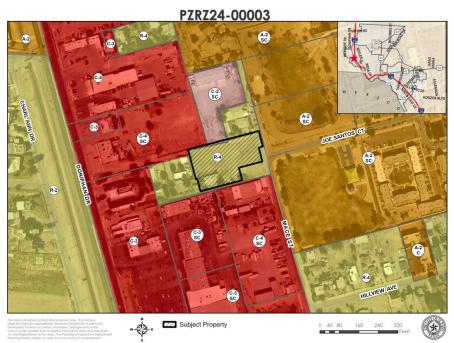


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone from R-4 (Residential) to C-3 (Commercial) to allow for proposed office and self-storage warehouse. The size of the property is 1.05 acres. The property is currently vacant. The conceptual site plan shows a proposed building on the property. Main access to the property is proposed from Mace Street.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed development is permitted by right in the C-3 (Commercial) zoning district. Properties to the north are zoned R-4 (Residential), C-2 (Commercial), and C-4 (Commercial). The existing uses consist of multi-family dwelling, office warehouse, and a vacant lot; to the south are zoned R-4 (Residential) and C-4 (Commercial) and consist of vacant lot, contractor's yard, and major motor vehicle repair; to the east is zoned A-2 (Apartment) and consist of ponding area and park; and to the west is zoned R-4 (Residential) and consist of single-family dwellings. The closest school is St. Mark's Middle School located 0.51 mile away and the closest park is Thorn Park located 0.01 mile away.

# COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

## Criteria Does the Request Comply? Future Land Use Map: Proposed zone change is Yes. The subject property is prop

**Future Land Use Map:** Proposed zone change is compatible with the Future Land Use designation for the property:

**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.

Yes. The subject property is proposed to be developed into commercial development, which is in character with the future land use designation of *Plan El Paso*.

**Compatibility with Surroundings:** The proposed zoning district is compatible with those surrounding the site:

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 multineighborhoods 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. The proposed C-3 (Commercial) zoning district will provide for the integration of commercial uses with adjacent C-2, C-3, and C-4 (Commercial) zoning districts in the surrounding area. Conditions are recommended to safeguard single-family uses allowed in the proximity.

**Preferred Development Locations:** Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.

Yes. The subject property has access to Mace Street, which is designated as local street in the City's Major Thoroughfare Plan. In addition, it is close to Doniphan Drive to the west and Thorn Avenue to the south, which are designated as freeway and collector, respectively.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a			
proposed rezoning is in accordance with Plan	El Paso, 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	None. The proposed development is not within any		
<b>Plans:</b> Any historic district or other special designations	historic districts or study area plan boundaries.		
that may be applicable. Any adopted small areas plan,			
including land-use maps in those plans.			
Potential Adverse Effects: Potential adverse effects	The proposed development is not anticipated to pose		
that might be caused by approval or denial of the	any adverse effects on the community.		
requested rezoning.			
Natural Environment: Anticipated effects on the	The subject property does not involve green field or		
natural environment.	environmentally sensitive land or arroyo disturbance.		
	environmentally sensitive land of arroys distansance.		
<b>Stability:</b> Whether the area is stable or in transition.	The area is stable with no rezonings within the last 10		
	years.		
Socioeconomic & Physical Conditions: Any changed	None.		
social, economic, or physical conditions that make the			
existing zoning no longer suitable for the property.			

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Mace Street which is designated as local street in the City's Major Thoroughfare Plan. Mace Street connects to Thorn Avenue to the south designated as a collector located 0.18 miles. Additionally, Doniphan to the west is also designated as a freeway located 0.13 miles. The classification of these roads is appropriate for the proposed development. Although pursuant to requirements for this rezoning request, a Traffic Impact Analysis deferral letter has been submitted and is under review by the City of El Paso's Streets and Maintenance Department as well as by the Texas Department of Transportation at the time of the subdivision platting stage. Prior to development, the subject property will need to be formally subdivided and necessary infrastructure will be addressed at that time. There are at least five (5) bus stops within walkable distance (0.25 mile) of the subject property. The closest bus stop is 0.20 miles away along Doniphan Drive.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received from reviewing departments.

**PUBLIC COMMENT:** The subject property is located within the boundary of Upper Valley Neighborhood Association, which were notified of the rezoning request by the applicant. As required, public notices were mailed to property owners within 300 feet on March 21, 2024. As of March 28, 2024, the Planning Division has received an email in support of the request from the public.

#### **RELATED APPLICATIONS:** None.

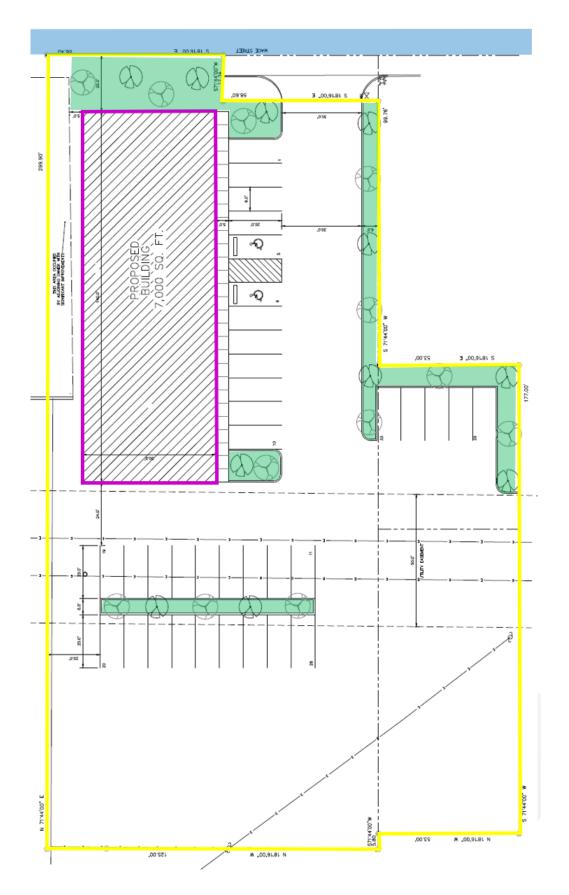
**CITY PLAN COMMISSION OPTIONS:** The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.

- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

- 1. Future Land Use Map
- 2. Conceptual Site Plan
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map
- 5. Email in Support





#### Planning and Inspections Department - Planning Division

Staff recommends approval of the rezoning request from R-4 to C-3 with the following conditions: The conditions are the following:

- 1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
- 2. That commercial truck loading and unloading area for deliveries shall be located no closer than 20 feet to any residential lots.
- 3. That major motor vehicle repair and car sale lot uses be prohibited on the subject property.
- 4. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the detailed site development plan review, the traffic engineer shall review and determine if a Traffic Impact Analysis (TIA) will be required. If required, the TIA shall be approved prior to the issuance of any certificates of occupancy or certificates of completion.

#### Planning and Inspections Department - Plan Review & Landscaping Division

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. A portion of the property area will be in the Flood zone according to the preliminary future FEMA maps. Meaning; that according to current maps from FEMA, the property is not in the flood zone area, but the property will be in the flood zone area in the future when new maps become effective. It is recommended to build 1 foot above the preliminary BFE for the affected lots.
- 2. There are three separate properties in this project, coordinate with planning to comply.
- 3. The properties 5317, 5313, 5325, 5329, and 5321 are landlocked, provide access, utilities, and drainage easements if required.
- 4. A portion of Mace St. is not completed (paving, curb and gutter, and sidewalk), they have to complete their portion of the property at the time of Building permit .

Note: Comments will be addressed at the subdivision platting stage.

#### **Fire Department**

No adverse comments.

#### **Police Department**

No comments received.

#### **Environment Services**

No comments received.

#### **Streets and Maintenance Department**

Streets and Maintenance traffic engineering has no objections to the rezoning request. Traffic Impact Analysis (TIA) is required. Your request for TIA deferment for the subject application is approved.

Note: TIA is deferred to Subdivision platting stage.

#### **Sun Metro**

No comments received.

#### **El Paso Water**

EPWater-PSB does not object to this request.

The site plan shall show the existing 20-foot PSB easement and the existing 6-inch diameter water main within the property, described below.

#### Water:

There is an existing 6-inch diameter water main that extends within the property in a 20-foot PSB easement. The alignment of the line varies. First, the line extends 270-feet west of Mace St. The line then extends 105-feet north. Finally, the line extends 225-feet west. This main is available for service.

There is an existing 8-inch diameter water main that extends along Mace St., located approximately 19-feet west of the east right-of-way line. This main is available for service.

EPWater-PSB records indicate two vacant ¾-inch water service connections (inactive meters) serving the subject property. The address for these services is 5313 Mace St. and 5317 Mace St., respectively.

Previous water pressure readings from fire hydrant #7573, located at the intersection of Mace St. and Joe Santos Ct., have yielded a static pressure of 70 (psi), a residual pressure of 62 (psi), and a discharge flow of 1,061 (gpm).

#### Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends within a 20-foot PSB easement. The main extends east of Doniphan Dr. and dead ends at the northwestern corner of the property. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Mace St., located approximately 10-feet east of the west right-of-way line. This main is available for service.

There is an existing 24-inch diameter dual force main that extends along Mace St., located approximately 20-feet east of the west right-of-way line. No direct service connections are allowed to this main.

#### 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, trees, buildings, curbs, or any structure that will interfere with the access to the PSB easement(s). There shall be at least a 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated to public water and/or sanitary sewer facilities shall comply with EPWater-PSB Easement Policy. The PSB easement(s) shall be improved to allow the operation of EPWater-PSB maintenance vehicles. EPWater-PSB requires access to the proposed water facilities, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sanitary sewer mains, and appurtenant structures located within the subdivision. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing EPWater-PSB facilities and is responsible for the costs of setting appurtenant structures to final grade.

EPWater-PSB 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:**

No comments received.

#### **Texas Department of Transportation**

Not abutting on TXDOT ROW.

#### El Paso County Water Improvement District No. 1

No comments received.

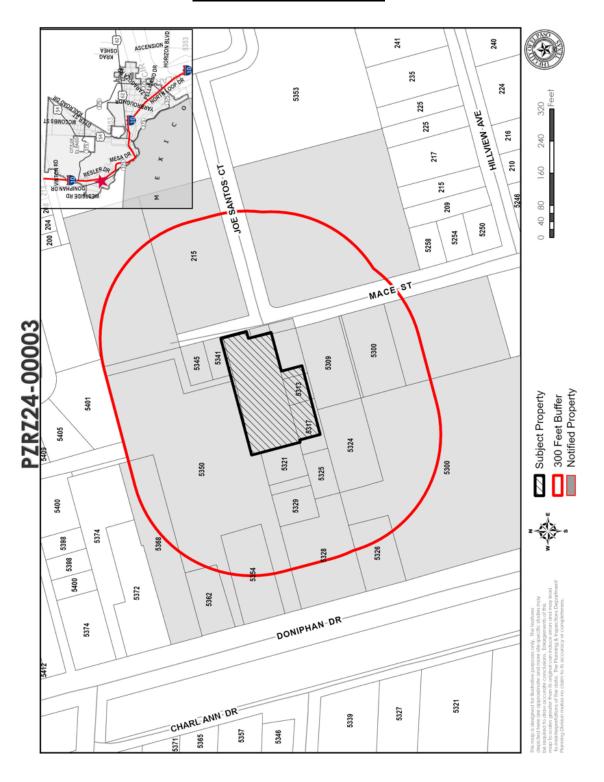
#### **Texas Gas Service**

No objections.

#### 911 District

No comments/concerns regarding this re-zoning.

## **ATTACHMENT 4**



## **ATTACHMENT 5**

3/20/24, 8:02 AM

Gmail - MACE STREET IMPROVEMENTS



TJ Karam <tjkaram1@gmail.com>

#### MACE STREET IMPROVEMENTS

2 messages

Luis Munoz <munozluis5345@yahoo.com> To: "tjkaram1@gmail.com" <tjkaram1@gmail.com> Tue, Mar 19, 2024 at 8:53 PM

Dear Mr. Karam, I am writing this email to inform your office that I am in favor of the proposed zone changes to Mace street properties as posted. I am the owner of the house located at 5345 Mace street. I have resided on this property since 1994. It is my opinion that this change will improve our neighborhood in many ways. You can count on me for support in favor of a zone change. Sincerely, Luis Munoz.

TJ Karam <tjkaram1@gmail.com>

To: Luis Munoz <munozluis5345@yahoo.com>

Wed, Mar 20, 2024 at 8:40 AM

Thank you Luis. I appreciate your support.

Thank you,

TJ Karam Karam Development 915-204-0095

This e-mail including any attachments is confidential and may be legally privileged. If you have received it in error please advise the sender immediately by return email and then delete it from your system. The unauthorized use, distribution, copying or alteration of this email is strictly forbidden.

On Mar 19, 2024, at 8:53 PM, Luis Munoz <munozluis5345@yahoo.com> wrote:

[Quoted text hidden]

https://mail.google.com/mail/u/0/?ik=32e108fcf3&view=pt&search=all&permthid=thread-f:1794012049702989592&simpl=msg-f:1794012049702989694&simpl=msg-f:1794012049984&simpl=msg-f:1794012049984&simpl=msg-f:1794012049984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:179401204984&simpl=msg-f:17940120498&simpl=msg-f:1794012048&simpl=msg-f:1794012048&simpl=msg-f:1794012048&simpl=msg-f:179401404%simpl=msg-f:179401404%simpl=msg-f:1794014

### El Paso, TX

#### Legislation Text

File #: 24-669, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 1**

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 "ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION PROJECT" for an amount not to exceed \$1,008,393.48; 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 \$1,108,393.48; 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:** 5/21/2024

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME** Yvette Hernandez, P.E., City Engineer

**AND PHONE NUMBER:** (915) 212-0065

**DISTRICT(S) AFFECTED:** 1

STRATEGIC GOAL: No. 07: Enhance & Sustain El Paso's Infrastructure Network

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 "ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION PROJECT" for an amount not to exceed \$1,008,393.48; 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 \$1,108,393.48; 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:**

The contract is for design and engineering services for the extension of Resler Boulevard. The proposed 0.37-mile extension will connect an existing segment of Resler Blvd at the intersection of Transmountain Road to the existing northern segment of Resler Boulevard at Dewberry Street. The project consists of complete design of proposed road and bridge structures, engineering, environmental studies and construction management services for approximately 0.37 miles of a divided 4-lane major arterial road.

#### PRIOR COUNCIL ACTION:

N/A

#### **AMOUNT AND SOURCE OF FUNDING:**

\$1,008,393.48 - Community Progress Bond

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? x YES NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: N/A

Revised 04/09/2021

******	*****REQUIRED AUTHORIZATION***********
DEPARTMENT HEAD:	Gvette 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 "ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION PROJECT" for an amount not to exceed \$1,008,393.48; 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 \$1,108,393.48; 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.

2024

DAVOE

ATTROVED THIS DAT OF	2027.
	CITY OF EL PASO:
	Oscar Leeser, Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Voberte Bruto	Yvette Hernandez Yvette Hernandez, P.E., City Engineer
Roberta Brito	Yvette Hernandez, P.E., City Engineer
Assistant City Attorney	Capital Improvement Department

APPROVED THIS

### **EVALUATION COMMITTEE SCORE SUMMARY**

### Solicitation #2024-0198R

### **Engineering & Design Services - Resler Extension**

CONSULTANT	AECOM	BROCK & BUSTILLOS	CONSOR	DEC	GRV	MORENO CARDENAS	PARKHILL
Rater 1	75	60	75	74	71	73	75
Rater 2	65	66	75	74	59	56	61
Rater 3	69	60	71	68	63	66	67
<b>Total Rater Scores</b>	209	186	221	216	193	195	203
References	9.9	10	9.9	9.8	9.9	6.6	9.9
Overall Score:	218.9	196	230.9	225.8	202.9	201.6	212.9

RANKINGS	CONSULTANT
1	CONSOR
2	DEC
3	AECOM
4	PARKHILL

RANKINGS	CONSULTANT
5	GRV
6	MORENO CARDENAS
7	BROCK & BUSTILLOS

THE STATE OF TEXAS )  OUNTY 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 "ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION PROJECT", hereinafter referred to as the "Project", as further described in Attachment "A"; and
<b>WHEREAS,</b> 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.
<b>NOW, THEREFORE,</b> 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
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 \$1,008,393.48 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 \$14,265,466, 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 design the Project 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 for the base bid. 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.
  - **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.
  - **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) <u>AUTOMOBILE LIABILITY</u>

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, <u>including but not limited to:</u>

- --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

Adrian Molina, P.E.

1501 N. Mesa Street, Suite 100

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.

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### WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

Cary Westin City Manager  APPROVED AS TO CONTENT:  Chestle Hernandez
Gvette Hernandez
Yvette Hernandez, P.E., City Engineer Capital Improvement Department
EDGMENT
before me on this day of, 2024, City of El Paso, Texas.
Notary Public, State of Texas

(Signatures begin on following page)

#### **CONSULTANT:**

By:

Name: Ricardo A. Prieto

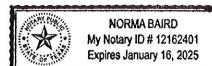
Title: Senior Vice President

#### **ACKNOWLEDGEMENT**

THE STATE OF TEXOS

COUNTY OF E \ Pass

This instrument was acknowledged before me on this <u>03</u> day of <u>May</u>. 2024, by Ricardo A. Prieto, Senior Vice President, on behalf of Consultant.



Notary Public, State of Texas

My commission expires:

0 - 16-2025

# ATTACHMENT "A" SCOPE OF SERVICES

# ATTACHMENT "A" SCOPE OF SERVICES

#### SERVICES TO BE PROVIDED BY THE ENGINEER

The scope of services for the Resler Blvd Extension (Solicitation #2024-0198R), will include professional engineering services for the preparation of plans, specifications, and estimates (PS&E) and related documents.

Consor (The Engineer) shall coordinate all tasks and assignments with the City of El Paso's Project Manager (The City).

#### Investigation:

The Engineer is responsible for meeting with stakeholders to obtain all necessary design standards and specifications such as the City's adopted Street Design Manual, Comprehensive Plan, Major Thoroughfare Plan, Bike Plan, Design Standards for Construction and Grading, Complete Streets Policy, CID Drawings guidelines, TxDOT standards among others.

#### Design:

Design shall meet all City and TxDOT requirements for the project and shall be performed in phases as presented in the project schedule outlined below.

The Engineer is responsible for submitting a turnkey design product. The Engineer shall be responsible for providing State of Texas licensed designers required by the State to perform this type of project design. The Engineer shall follow City's design specifications and procedures for the development of this project and comply with all laws, regulations and policies set by the City of El Paso and TxDOT. The irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards for park facilities. In addition, the Engineer shall be responsible for necessary TDLR fees and registration. Aside from complying with local building codes, the Engineer shall comply, at a minimum, with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Design and Construction Standards for park facilities, City of El Paso Capital Improvement Department Drawing Guidelines, National Association of City Transportation Officials Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The Engineer is charged with ensuring the project design is in compliance with all federal, state, and local regulations and ordinances.

Early in the design the Engineer shall coordinate selection of materials and equipment with the City support departments.

For this scope the engineer will include the following design services: Roadway Design, Bridge Design, Drainage Design, Traffic Design, Traffic Control Design, Retaining Wall Design, Surveying, Storm Water Pollution Prevention Plan Design, Landscaping Design.

#### **TASK 100 Project Management & Administration:**

#### 100.1 Contract Management & Administration

The Engineer shall:

- A. Perform all work in accordance with the City's latest practices, criteria, specifications, policies, procedure.
- B. Act as an agent for the City when specified in this work authorization.
- C. Notify the City of its schedule, in advance, for all field activities.
- D. When specified, seek right of entry from public or private land owners to perform environmental services. Right of entry permission shall be written and signed by the land owner. Develop letters or other materials for seeking right of entry. Letters or other

materials seeking right of entry shall not be distributed without prior approval of the City. Letters or other materials seeking right of entry shall contain explicit reference to the kinds of activities for which right of entry is requested and an indication of the impacts (if any) that will result from performance of environmental services.

- E. Prepare monthly written progress reports.
- F. Develop and maintain a detailed project schedule to track project conformance to **Exhibit C**, Work Schedule, for this work authorization. The schedule submittals shall be hard copy and electronic format.
- G. Meet on a scheduled basis with the City to review project progress.
- H. Prepare, distribute, and file both written and electronic correspondence.
- I. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

#### TASK 200 Roadway Design:

#### 200.1 Preliminary Engineering; Feasibility Studies:

The Engineer shall prepare a pre-design report and wait for approval from the City prior commencing the PS&E phase of the project. The report shall contain but not limited to a preliminary horizontal and vertical alignment, design criteria summary, a proposed roadway typical section, potential locations of hydraulic drainage structures, a proposed ROW footprint needed, an opinion of cost for construction of the project.

#### 200.2 Geometric Design:

The engineer shall provide geometric layouts and a 3D corridor model in Open Road Designer.

#### 200.3 Roadway Design:

The engineer shall design horizontal and vertical alignments for the roadway along with plan and profile sheets showing said design in compliance with design specifications.

#### 200.4 Typical Sections:

The engineer shall provide existing and proposed typical sections reflecting pavement design, proposed grade line for construction, existing and proposed ROW where applicable, curb and gutter elements.

#### 200.5 Cut and Fill Quantities:

The engineer shall design a 3D model of proposed improvements in order to generate cross sectional areas every 50ft along the proposed improvements in order to calculate earthwork required for proposed improvements. Cross sectional sheets shall be submitted as part of the plan set submittal packages milestones 60%, 90%, 100% design phases, cross sections will be submitted for contractors information only.

#### 200.6 Plan Preparation:

The engineer shall develop plan sheets which shall contain but not limited to a title sheet, index of sheet, general notes sheets, estimate and quantity sheets, alignment data, removal sheets, EPIC sheet, design standards and detail sheets for submittal packages milestones 60%, 90%, 100% design phases.

#### 200.7 Construction Schedule:

The Engineer shall meet with City of El Paso Project Manager and Construction Manager to determine construction schedule. The schedule shall take into account lead delivery time of equipment. The meeting shall be held after pre-final plans are submitted but before Final Design

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Notice to proceed is issued. The information will allow Engineer to prepare a current market cost estimate at the final design phase submittal.

#### **TASK 300 Bridge Design:**

#### 300.1 Bridge Layout:

The engineer shall provide a bridge layout plan, profile, and typical section of the bridge as well as a foundation layout and a boring log sheet.

#### 300.2 Bridge Summary:

The engineer shall estimate and provide bridge quantities and bearing seat elevations. The engineer is anticipating the following potential hydraulic structures crossings: one hydraulic bridge structure, one bridge class culvert, and two culverts.

#### 300.3 Bridge Structural Details:

The engineer shall design and provide a PDF bridge calculation package as well as all pertinent structural details including:

- A. Foundation details
- B. Abutment details
- C. Bent details
- D. Girder design and Framing Plan details
- E. Unit span slab details
- F. Miscellaneous details

#### 300.4 Bridge Specifications:

The engineer shall provide all standards and specifications pertinent to design and construction of the bridge.

#### **TASK 400 Drainage Design:**

#### 400.1 Data Collection:

- A. Perform up to 2 site visits to observe current conditions and document field inspections with digital photos.
- B. Collect available applicable data including GIS maps, site survey data, and readily available rainfall history.
- C. Collect available Flood Insurance Rate Maps (FIRMS), Flood Insurance Study (FIS) and effective FEMA models where available.

#### 400.2 Hydrologic Studies:

- A. Calculate discharges using appropriate hydrologic methods per the current City of El Paso's Drainage Design Manual.
- B. Consider pre-construction and post constructions conditions in the hydrologic study.
- C. Delineate drainage area boundaries and hydrologic parameters such as impervious covered area, flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing their validity.
- D. Include, at a minimum, the "design" frequency to be specified in this Work Authorization and the 1% Annual Exceedance Probability (AEP) storm frequency.
- E. Compare calculated discharges to the effective FEMA flows. If calculated discharges are to be used in the model instead of the effective FEMA flows, full justification must be documented.

#### **400.3 Complex Hydraulic Design and Documentation:**

- A. Perform hydraulic design and analysis using appropriate hydraulic methods per the current City of El Paso's Drainage Design Manual, which may include computer models such as HEC-RAS. New 2D models are not included in this scope unless part of the current effective FEMA models.
- B. Use the current effective FEMA models, where appropriate, as a base model for the analysis. If a "best available data" model is provided by the local floodplain administrator, it must be utilized accordingly for this analysis. Review the provided base model for correctness and update as needed. If the provided effective model is not in a HEC-RAS format, convert it to HEC-RAS for this analysis.
- C. Determine the sizing of the drainage crossings. Develop designs that minimize interference with the passage of traffic or cause damage to the street and local property in accordance with the City of El Paso's Drainage Design Manual, City criteria and any specific guidance provided by the City. Cross drainage design shall be performed using HY-8 or HEC RAS.
- D. Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined both upstream and downstream of the bridge crossings.
- E. Use hydrograph calculations and peak flows to determine the storage required.
- F. Preparation of CLOMR and LOMR are not included in this scope. The Engineer will provide mitigation measures to keep WSEL within one foot from effective WSELs and will notify the City if the existing conditions cannot be met.
- G. Prepare H&H Report detailing data collection, assumptions, methodology used, and results.

#### 400.4 Scour Analysis:

A. Perform a scour analysis for each proposed bridge and bridge class culvert structure and design countermeasures.

#### **TASK 500 Traffic Design:**

#### 500.1 Signing:

The Engineer shall prepare drawings, specifications and details for all signs. The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The Engineer shall:

- A. Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs to be removed, relocated, or replaced.
- B. Designate the shields to be attached to guide signs.
- C. Illustrate and number the proposed signs on plan sheets.
- D. Select each sign foundation from City and/or State Standards.

#### 500.2 Pavement Marking:

- A. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest City and/or State standards.
- B. The Engineer shall provide a 3D corridor model with the proposed pavement marking stenciled onto the model.

- C. The Engineer shall provide the following information on sign and pavement marking layouts:
  - 1. Roadway layout.
  - 2. Center line with station numbering.
  - 3. Designation of arrow used on exit direction signs
  - 4. Culverts and other structures that present a hazard to traffic.
  - 5. Location of utilities.
  - 6. Existing signs to remain, to be removed, to be relocated or replaced.
  - 7. Proposed signs (illustrated, numbered and size).
  - 8. Proposed overhead sign bridges to remain, to be revised, removed, relocated, or replaced.
  - 9. Proposed overhead sign bridges, indicating location by plan.
  - 10. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
  - 11. Quantities of existing pavement markings to be removed.
  - 12. Proposed delineators, object markers, and mailboxes.
  - 13. The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
  - 14. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
  - 15. Right-of-way limits.
  - 16. Direction of traffic flow on all roadways.

#### 500.3 Traffic Studies:

The Engineer shall prepare a traffic study to support their recommendation for the continuous activation of an existing traffic signal (Resler Blvd. at Transmountain Rd.) and to propose intersection improvements (Resler Blvd. at Dewberry St.) based on projected volumes. Each study will include addressing pedestrian signals along with obtaining both traffic and pedestrian counts.

The Engineer shall implement each proposed traffic signal improvement within existing City ROW unless otherwise approved by the City. The Engineer shall refer to latest version of the *TMUTCD, Traffic Signal Manual*, and The State's roadway and traffic standards for work performed for either temporary or permanent traffic signals. The Engineer shall develop and include a timing plan for each signal improvement.

#### 500.4 Traffic Signals:

The Engineer shall identify and prepare Traffic Signal Plans for the intersection at Resler Blvd. at Transmountain Rd. Traffic Signal Plans must be signed and sealed by a Texas Registered Professional Engineer. The Engineer shall develop all quantities, general notes, specifications and incorporate the appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting must be designed per the City and State recommendations and standards.

The Engineer shall provide the following information in the Traffic Signal Plans:

- A. Lavout
  - 1. Estimate and quantity sheet
    - a. List of all bid items
    - b. Bid item quantities

- c. Specification item number
- d. Paid item description and unit of measure
- 2. Basis of estimate sheet (list of materials)
- 3. General notes and specification data.
- 4. Condition diagram
  - a. Highway and intersection design features
  - b. Roadside development
  - c. Traffic control including illumination
- 5. Plan sheet(s)
  - Existing traffic control that will remain (signs and markings)
  - b. Existing utilities
  - c. Proposed highway improvements
  - d. Proposed installation
  - e. Proposed additional traffic controls
  - f. Proposed illumination attached to signal poles
  - g. Proposed power pole source
- 6. Notes for plan layout
- 7. Phase sequence diagram(s)
  - a. Signal locations
  - b. Signal indications
  - c. Phase diagram
  - d. Signal sequence table
  - e. Flashing operation (normal and emergency)
  - f. Preemption operation (when applicable)
  - g. Contact responsible Agency to obtain interval timing, cycle length and offset
- 8. Construction detail sheets(s)
  - a. Poles (City and/or State standard sheets)
  - b. Detectors
  - c. Pull Box and conduit layout
  - d. Controller Foundation standard sheet
  - e. Electrical chart
- 9. Marking details (when applicable)
- 10. Aerial or underground interconnect details (when applicable)
- B. General Requirements
  - 1. Contact local utility company
    - a. Confirm power source
  - 2. Prepare governing specifications and special provisions list
  - 3. Prepare project estimate
  - 4. Conduct traffic counts and prepare Traffic Signal Warrant Studies for all proposed and existing traffic signals at designated locations.
- C. Summary of Quantities
  - 1. Small signs tabulation
  - 2. Large signs tabulation including all guide signs
- D. Sign Detail Sheets
  - 1. All signs except route markers
  - 2. Design details for large guide signs
  - 3. Dimensioning (letters, shields, borders, etc.)
  - 4. Designation of shields attached to guide signs

#### 500.5 Illumination:

The Engineer shall refer to City's Design Standards for Construction and other deemed necessary City approved manuals for design of continuous lighting and safety lighting for all conventional lighting. The Engineer shall include safety lighting as part of each design on each traffic signal. The Engineer shall provide a photometric analysis and coordinate with the City to determine the location of proposed conventional lighting. The Engineer shall provide a preliminary layout for initial review and approval by the City. The Engineer shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies. The Engineer shall integrate existing illumination within the project limits into the proposed design.

#### TASK 600 Traffic Control Design:

#### 600.1 Traffic and Pedestrian Control Plan:

This scope does not include a traffic nor pedestrian control plan. During the construction phase of the Relser Blvd. Extension, the awarded contractor will be responsible to provide and coordinate a traffic control plan with all corresponding stakeholders while meeting all state and local requirements. If requested by the City during the design phase to include a traffic control plan a supplemental shall be provided to the Engineer for these services.

#### TASK 700 Retaining Wall Design:

#### 700.1 Retaining Walls and Miscellaneous Structures:

The Engineer shall generate retaining wall plan and profile sheets along with any miscellaneous retaining wall details needed for this project.

#### **TASK 800 Surveying:**

#### 800.1 Topographic Surveys:

- A. Established horizontal and vertical controls for the roadway corridor.
- B. Conduct field work required for topographic surveys.
- C. Download daily the field data collected and begin AutoCAD file preparation.
- D. The topographic survey shall include as a minimum:
  - a. The apparent right-of-way, all features within the right-of-way, and any relevant features for the roadway corridor within the project limits.
  - b. The survey shall include all visible topographical features including, but not limited to, roadway centerlines, roadway edges, curb lines, driveways, sidewalks, ramps, traffic islands, fences, walls, trees, guardrails, ditch lines, ditch banks, inlets, manholes, pipes, culverts, any other visible drainage and irrigation structures. The topographic surveys shall include 300' upstream and downstream along the arroyos from the proposed right- of-way for two existing arroyos.
  - c. All existing traffic control devices such as traffic signs, pavement markings, signal poles, signal cabinets and ground-boxes shall be included.
  - d. Relevant features within 10 feet outside the ROW, such as edge lines of buildings, canopies, parking areas and fences, large signs, etc.
  - e. Visible utilities, public and private, including utility poles, guy wires, overhead lines, pedestals, cabinets, markers, regulators, meters, valves, fire hydrants, manholes, junction boxes, inlets, etc.
  - f. Underground utility lines, public and private, as marked on the ground by the respective utility companies.
  - g. Underground storm sewer and sanitary sewer lines shall also be verified by opening manholes (if accessible).
- E. Prepare Contour Map and Data TIN File for the roadway corridors

F. The base maps shall be prepared in accordance to City of El Paso standards for plan drawings, 24"x36" plan format. Base map scale shall be 1 inch = 40 feet. Text shall not be smaller than the minimum allowed by the City of El Paso.

#### 800.2 Boundary Surveys:

- A. Prepare the metes and bounds for the right-of-way acquisition along with the exhibits.
- B. Prepare metes and bounds for two drainage easements along with the exhibits.
- C. Prepare a re-plat of the property to include coordination with the planning the department and attending the CPC meeting.
- D. Prepare a master design file and exhibit of the proposed right-of-way with property ownership information.
- E. Prepare an ALTA survey for the entire two commercial parcels identifying the overall boundary and the portion that will be required for the proposed right-of- way. This information will be provided to the appraiser.
- F. Coordinate with the appraiser regarding meeting at the project site to provide any required information for the appraiser to determine the limits of the proposed right-of-way and the remaining portion of land to remain. Coordinate with the appraiser regarding contract management, schedule and reviewing documents prepared.

#### **TASK 900 Utility Management & Coordination:**

#### 900.1 Utility Services and Utility Easements:

Based on the design, the Engineer shall coordinate with all utilities stakeholders, including but not limited to the Public Service Board (PSB), Texas Gas, El Paso Electric, and TxDOT that will be affected by the proposed improvements. The Engineer shall submit all applications to the utilities on behalf of the City of El Paso. However, the City of El Paso shall pay all utility service fees. The Engineer will not pull the installation of service. The installation of the service shall be coordinated by the building contractor. Construction documents shall clearly show all utility company contacts and type of service requested. All utility service requests shall be submitted by the Engineer by or before the construction documents are submitted for bid advertisement. The Engineer shall prepare all metes and bounds descriptions for utility easements and/or vacations. The Engineer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the Engineer shall be complete by or before the final design phase due date. Resler Blvd. Extension will not have any proposed water nor sanitary sewer utilities along the proposed corridor hence the Engineer will not be responsible for coordinating nor incorporating these design into the final construction documents for bid advertisement under this scope.

#### 900.2 Utility Coordination:

The Engineer shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The Engineer shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The Engineer shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the Engineer and utility companies the need and extent of relocation shall be determined. If a dispute arises the Engineer shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The Engineer in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However, each utility company can request that the City of El Paso include as part

of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company signs an agreement with the City and funding is provided. The Engineer shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the Engineer shall be complete by or before the final design phase due date. The Engineer shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

#### TASK 1000 Storm Water Pollution Prevention Plan (SW3P):

#### 1000.1 Storm Water Pollution Prevention Plan:

The Engineer shall prepare and provide a storm water pollution prevention plan. The Engineer shall be responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Planning and Inspections Department for review and approval.

#### TASK 1100 Geotechnical Data Collection:

#### 1100.1 Geotechnical Data Collection:

The Engineer propose to drill three 60-foot deep, three 30-foot deep and two 15-foot deep borings for the proposed bridge, bridge class culvert, retaining walls and roadway extensions between Transmountain Rd. and Dewberry St.

In general, the bridge borings will be spaced at about 350-foot intervals and the pavement borings will be spaced at about 1,000 feet. The borings will be sampled continuously to a depth of 15 feet below existing grade followed by 5 foot intervals to the termination depth of the borings and will be used to determine the site stratigraphy and to obtain samples for laboratory testing. Cohesionless soils will be sampled with the split spoon sampler (with SPT testing) in accordance with ASTM D1586 standard. In general, cohesive soil samples will be obtained with a three-inch thin-walled (Shelby) tube sampler in accordance with ASTM D1587 standard. Each sample will be extruded in the field, visually classified, and strength estimate will be obtained with a pocket penetrometer.

All boreholes will be backfilled with soil cuttings and bentonite chips to the full boring depth. The Engineer will perform site clearing, if necessary, to access the boring locations. The proposed borings are located outside of the roadway so traffic control will not be needed. The Engineer does not plan to install piezometers. The depth at which groundwater is encountered during drilling will be measured and recorded if encountered.

The laboratory-testing program is intended to provide confirmation of the field visual soil classifications and to establish properties of the subsurface materials required for design. Possible laboratory tests to be performed for this project include moisture contents (ASTM D2216); Atterberg limits (ASTM D4318); minus No. 200 sieve analysis (ASTM D1140) tests and Particle Size Analysis (ASTM D6913) to determine D50 and D95 grain size for scour evaluation. All the field and laboratory tests will be performed according to ASTM standards, where applicable, or with other established procedures. Results of the field and laboratory data will be used to develop recommendations for the proposed shared use path.

A geotechnical report of the study will be prepared by an engineer specializing in soil mechanics and foundation engineering after reviewing available structural, geological, boring, and laboratory

data.

In general, the following items will be included in the geotechnical report:

- A. Boring logs and test data,
- B. Groundwater conditions,
- C. Generalized subsurface conditions,
- D. Drilled Shaft Foundation recommendations,
- E. Bridge Class Culvert Foundation recommendations,
- F. Retaining Wall Stability recommendations,
- G. Pavement Design recommendations,
- H. Subgrade preparation and general earthwork recommendations.

#### 1100.2 Phase II Environmental Site Assessment Proposal:

The objective of this work is to investigate activities intended to address the Resler Blvd Extension project area data gaps outlined below:

- A. The current conditions of the landfill and landfill cover have not been visually characterized in detail.
- B. The spatial extent, depth, and variation of waste present in the landfill are unknown. The types of wastes disposed over time are unknown and have not been documented across the full extent of the Site.
- C. The extent of contamination in soil and groundwater/leachate is unknown.
- D. The geotechnical characteristics of soil and bedrock underlying the landfill are unknown.

Additionally, this investigation is designed to determine the current level of COCs associated with the presence of possible contamination thought to be present within the Subject Project Area. The assessment will be performed in general accordance with ASTM E 1903- 19 "Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process." Prior to commencing field work underground utility locating will be performed. An OSHA-required health and safety plan will be prepared in accordance with OSHA Health and Safety protocols as defined in 40 CFR 1910.120. Field operations will be supervised by OSHA trained personnel.

The objective of the assessment is to determine the nature of possible environmental contamination associated with the closed landfill and their possible impact to the design and operation within the Resler Blvd project. It has been determined that impacts (if any) to the project can be assessed with ten borings. Groundwater/leachate samples (if present) will be collected from five temporary monitoring wells.

Drilling and sampling equipment will be decontaminated prior to commencing field activities, between boring locations and upon completion of the project. Decontaminated equipment will also be used to collect each sample. During drilling and sampling, a Photoionization Detector (PID) will be used to monitor the air to ensure that crew breathing air remains within Level D requirements and to screen for potential contaminates.

The ten soil borings will be installed in areas accessible to a truck mounted GeoProbe drilling rig. The soil borings will be continuously sampled from the surface to the boring total depth and screened for evidence of impacts in the field using a photo ionization detector (PID). Two soil sample will be collected from each boring and submitted for laboratory analysis. PID readings, along with visual evidence of impact and a physical description of the soils, will be recorded on a boring log. The soil samples will be obtained for laboratory analysis from the zone of the highest PID readings. If there are no PID readings (above background), a soil sample will be obtained from near the bottom of the boring. Final selection of the samples will also include visual evidence

of impact as well. Method 5035A will be utilized when obtaining soil samples. Soil samples will be placed into laboratory supplied jars or bottles, stored in an ice chest with water ice, and shipped to the laboratory for analysis. A NELAP approved laboratory that will be testing the samples.

Soil and groundwater/leachate samples collected will be analyzed for semi-volatile organic compounds (SVOCs), volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), polycyclic aromatic hydrocarbons (PAHs), total petroleum hydrocarbons (TPHs) and metals (arsenic, barium, beryllium, cadmium, chromium [III and IV], cobalt, copper, lead, nickel, selenium, thallium, vanadium, and zinc).

Subsequent to the drilling and sampling activities, each borehole will be plugged from total depth to the surface using the bentonite chips/grout and patch at the surface. Excess cuttings will be spread on site and not drummed for disposal unless requested. Upon completion of field activities, a report will be prepared summarizing our findings and conclusions following receipt of laboratory data. In general, the report will include:

- A. Boring logs and field sampling documentation;
- B. Figures and/or drawings depicting general and environmental site conditions;
- C. Nature of soil and/or groundwater contamination (if any),
- D. Laboratory data and chain-of-custody documentation,
- E. A discussion of the regulatory issues that are relevant during construction and the time required to develop appropriate plans and permits, if necessary, and
- F. Recommendations for worker health and safety.

#### **TASK 1200 Environmental:**

#### **Environmental:**

The City has requested the Engineer to provide a scope of work for the planning, design, and construction of a roadway connector between the terminus ends, north and south respectively, of Resler Road. The City has reported to the Engineer that there is an historic landfill within, or abutting, the project area. The specifics of location and materials buried are unknown. A preliminary desktop survey of online data and information did not find any specifics regarding this landfill. Thus, the specific efforts of a Phase I Environmental Site Assessment (Ph-I ESA) and a Phase II Environmental Site Assessment (Ph-II ESA) are part of the Scope of Work (follows). Each will follow ANSI published standards, as well as be adjusted to the specifics of this project needs in consideration of site conditions as would pertain to contaminants and debris (e.g., perhaps rotting materials, controlled substances such as hydrocarbon storage cans, others) may be discovered and documented. Presence would be considered in terms of the specific needs of substructure, foundations, stormwater handling, others, as pertains to bridge and or roadway design, construction, and maintenance. It is not merely the potential exposure of landfilled materials in any excavating, but also possible disturbance by earthwork activities (shaking the ground), vibrations from the future roadway, and what affects this would have on landfilled materials, as to creating a risk potential of a vector exposure being created. This is considered along with other environmental variables such movement rainfall events promoting flows on surface or through leachate, as well as other probable activities. The unknowns are numerous and critical for planning and construction.

The natural pulse rain events create surface washes, flash flooding, which might transport contaminants, in addition the physical force can cause the release of contaminants over time.

The project area shows washes, arroyos, which have developed across the open area, post Page 11 of 20

landfill closer, the ending of earthwork activities. A review of aerial images going back 30+ years shows the arroyos forming and deepening through time. The predominant direction of these surface flows is to the southeast from the northwest. Flows are seen south of the landfill area, as well as coming directly from the landfill area (presumed, again the specifics of location are unknown). The arroyos start from the eastern and northern edges of the open ground, coming from streets and residential areas. The surface flows terminate at the hard surface and stormwater system associated with SL 375. This stormwater system may connect into Waters of the United States (WOUS), creating a federal nexus as will pertain to permitting. Onsite investigations will clarify this issue, and all relevant permits and consultations will be handled by the Engineer. Land surface scars of anthropogenic activities across the decades are also evident in the project area.

#### **Project Assumptions:**

The Engineer will have free and clear authority to collect soil samples, including drilling to depths determined necessary. This will be both to determine foundation needs for bridge and roadway, as well as identify presence of contaminants or other in past landfill activities, be used to estimate risks of exposure to or identify the presence existing laminar flows below the soil surface. The specifics of the number of borings needed cannot be stated without onsite investigations, further the borings performed may indicate the need for additional borings as to determine extents of both natural and anthropogenic materials as would impact design, construction, as well as health, safety, and human welfare of area residents. A determined minimum number will be initially collected. The Geotechnical consultant has recommended ten borings to start.

The drilling and soil sample collection will be done by a subcontractor to the Engineer. A state and federally certified lab in the area will be selected to perform the soil analytics. The Scientist and Engineers will review the laboratory results. The Geotechnical consult will prepare a Draft Phase-II Environmental Site Assessment, which will be reviewed by the Engineer with requested revisions as appropriate. The final Phase-II EA will be submitted to the City through the Engineer.

#### **Environmental & Ecological Services**

A. Detailed Desktop Survey

This effort will collect and review data relative to:

- Weather
- Mapped soils
- Mapped wildlife occurrences
- Mapped general habitat
- Mapped critical habitat
- · Area contamination sites
- Stormwater system
- Area historic sites
- Area special resources (schools, playgrounds, elder facilities, wells, other)
- Historic weather (local and regional rainfall as could impact surface water flows)
- · Historic information on surface flows
- · Historic information on area land use activities
- Land use changes, as relates to site impacts (stormwater, debris, other)

This desktop assessment will inform the field planning for the onsite and area review by Scientists. The field plan will be prepared in consideration of the above information and reviewed internally. This will not be a deliverable to the City.

#### B. Onsite Investigation and Survey

This will be onsite pedestrian surveys of the open land area, as well as adjoining neighborhoods and infrastructure, to review both for site conditions, but potential issues and requirements such as noise studies, visual assessment, etc. This will not be the performance of those analyses. Such analyses can be performed by the Engineer but would be additional services in scope and cost.

These pedestrian surveys will provide 100% visual cover of the open land area. Two scientists will perform the surveys jointly. Data collection and documentation (pictures, recordings, samples, other) will be made as pertain to wildlife use (annually), any wildlife sign (tracks, scat, fur, skin, nests, burrows, other), hydraulic sign (wash, debris, other), vegetation present (listed species, habitat indicators, other), wash-lines/arroyos characteristics of materials as provide indications of flow regimes.

This effort will include a review of structures for potential and existing nesting of protected avifaunal species, including migrants, and for bats, also protected. An evening pedestrian bat survey will be performed using acoustical monitoring equipment, to document any bat calls, presence, and nature of animal activities.

#### C. Identification of Permitting and Development Authorizations Based upon information collected reviewed, and assessed, the needs of permitting for the roadway/bridge project will be determined.

A memo to the file, and for inclusion in the Environmental and Ecological Conditions Report will identify permit needs, basis of requirement, agencies, required information, and materials for the completion of the permits. A timeline of permit preparation and submission will be part of the information presented. All assumptions in times, seasons, and as to completeness of environmental information will be included.

Any protected plant species will be collected with GNSS quality GPS. The locations will not be flagged for the continued protection of the plants. Any wetlands, including ephemeral wetlands, will be delineated, and flagged while in the field. AS appropriate any additional location information will be collected at GNSS quality.

Two reports will be prepared for the City at this stage (post Items A, B, and C):

#### A. Environmental and Ecological Conditions Report

This report will provide documentation, description, analyses, and conclusions related to environmental and ecological conditions within the open land area, with a focus on the roadway/bridge corridor. Subjects considered include:

- Soils biogeophysical conditions
- Surface hydrology (arroyos, seasonality, ephemeral systems
- Inferred\* groundwater (presence, flow directions, seasonal variation) (\* Inferred as this will be based upon land surface observations and information found in the desktop survey. It will not include any below ground investigations of water retention, movement, or other.)
- · General wildlife usage
- · Listed and specifically protected species presence and use
- · Wetlands, including ephemeral wetlands
- Hydrologic connectivity of the site to other surface water systems, and potentially WOUS

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- Identification of potential conflicts with adjoining properties, including potential general response. [Note: It is beyond this Site report to provide a plan for any public outreach, or creation of materials to support same.]
- General concerns and issues for staging of equipment and roadway/bridge construction
- This report will also include a section summarizing the Ph-I ESA, and implications to the roadway/bridge protection.
- The report will close with any pertinent recommendations as to manner and methods for protections of protected ecological resources. These will relate specifically to the planned actions as part of roadway/bridge construction, maintenance, and operations.
- This report will include identified permitting needs, agencies, and relevant information for the City to be fully apprised of the next actions for securing development authority of the roadway/bridge.

#### B. Phase-I Environmental Site Assessment (per ASTM E1527-21)

This report will follow the ANSI standard presenting relative data and information, including explanations and relevance of condition to this specific roadway/bridge project.

The Engineer is contracting with a Geotechnical Engineering Firm HVJ to perform the soil boring, sample collection, chain of custody to a State and Federally accredited analytical laboratory and prepare a Phase-II Environmental Site Assessment. The Engineer will review and be lead in selecting boring sites. The Engineer will review draft Phase-II ESA Report, and make any recommendations for additional studies if needed.

#### **Cultural Resources Services:**

The scope of work outlined below involves completing cultural resources for the Resler Boulevard Extension Project. The project area is located on private and City of El Paso land in Section 243 of Abstract 10037 (Control Number: 08-009549; File Number 152138), El Paso County, Texas. The project includes construction of an approximately 0.37-mile road extension. The project will require right-of-way acquisition of approximately six acres and crosses three parcels of land. The project crosses a municipal landfill and multiple arroyos. It is assumed that the project would occur within a 2,000-foot-wide corridor, 1,000 feet on either side of the proposed roadway centerline. The proposed project corridor would be approximately 90 acres. It is anticipated that no more than 1,000 feet of the proposed road (approximately 46 acres) would need to be surveyed because of previous disturbance within the project area.

#### **Cultural Resources Investigation:**

Due to land ownership falling partially on City of El Paso lands, the project would be expected to be completed to Texas Historical Commission (THC) standards. Initial research of the project area on Texas Archaeological Site Atlas shows a cultural resources survey was conducted in 2019 as part of the Proposed Rancho Las Lomas/Westport Development project. There are no known cultural resources located within the proposed area for the current project. The current proposed project is located within the boundaries of the Elephant Butte Irrigation District; however, no contributing resources associated with that district are present. Therefore, it is anticipated that the level of effort needed for this project would be consultation with THC to confirm no survey will be required. If additional work is required by THC, a change order will be required.

#### **TASK 1300 Public Involvement:**

#### 1300.1 Public Involvement:

The Engineer shall assist the City throughout public outreach activities required by the Page 14 of 20

environmental, ROW acquisition, or City process in providing plans/exhibits showing the proposed improvements and how proposed improvements will affect adjacent property owners and in identification of stakeholders. Two community meeting will be held during the design phase of this project and the Engineer shall be responsible to attend and assist the city with supporting documents for a presentation of the proposed project and answer questions.

#### **TASK 1400 ADA Compliance & Requirements:**

#### 1400.1 ADA Compliance and Requirements:

The Engineer shall include and comply with ADA, T.A.S, and Texas Department of Licensing and Regulation requirements. Under this contract the Engineer will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The Engineer shall comply with RAS design comments.

#### **TASK 1500 Bid & Construction Phase Service:**

#### 1500.1 Bid Phase Services:

The Engineer shall submit the following for bidding:

- A. Full and complete sealed set of drawings both in hard copy and electronic format
- B. Full and complete sealed set of technical specifications (latest TxDOT specifications) both in hard copy and electronic format
- C. Detailed scope of work both in hard copy and electronic format
- D. Detailed unit price bid proposal form, both in hard copy and electronic format
- E. Detailed real world value cost estimate in hard copy

During the bidding process, the Engineer shall assist the Owner with but not limited to the following items: respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums. The bids shall be advertised as a unit price contract.

#### **1500.2 Construction Phase Services:**

During the construction phase, the Engineer shall assist the Owner, on a time and materials basis, with but not limited to the following items:

- A. Responding to all questions from the contractor (requests for information, RFIs)
- B. Providing advice and recommendation to the Owner
- C. Reviewing contractor technical submittals
- D. Participate in "punch list" inspection and provide punch list to Owner
- E. Produce and provide a set of reproducible (11"X17") and electronic format "as-built" drawings.
- F. Attend the weekly construction meeting, to be scheduled by the City Project Manager.

Upon request, The Engineer shall provide the following:

- A. Respond to Requests for Information (RFIs) within three (3) business days.
- B. Conduct weekly project site visits and produce a project observations report within three (3) business days of the project site visit.
- C. Review and approve contractor submittals and shop drawings within three (3) business days at a maximum, or within a schedule previously agreed established by the City Project Manager.
- D. Participate in punch list inspections as scheduled by the City Project Manager.

#### TASK 1600 Subsurface Utility Engineering:

#### 1600.1 SUE:

The Engineer will perform SUE services required for this project in general conformance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02

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(Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are defined in cumulative order (least to greatest) as follows:

- A. Quality Level D (QL "D") Also known as "records research", this quality level provides information derived from existing records or oral recollections. Utilities are mapped from an interpretation of the available records.
- B. Quality Level C (QL "C") Also known as "surface visible feature survey", QL "D" information is correlated with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, poles, etc.).
- C. Quality Level B (QL "B") Also known as "designating", this quality level provides the two-dimensional (x, y) position of subsurface utilities within approximately one-foot. The application and interpretation of non- destructive surface geophysical methods are used to record and mark the location of utilities on the surface which are then tied to appropriate survey control.
- D. **Quality Level A (QL "A")** Also known as "locating", this quality level provides precise three-dimensional (x, y, z) location and characterization information (size, material, condition, etc.) at critical locations. Non-destructive vacuum excavation equipment is used to expose the utility at specific points which are then tied to appropriate survey control.

Four (4) Test Holes with a **QL** "A" will be performed at locations designated by the Engineer or City no deeper than ten feet (10 ft.). Traffic Control will be required to possibly include an attenuator if Test Holes are within TxDOT property. If Test Holes are within the TxDOT property, Additional Traffic Control will be required to be submitted as reimbursable.

#### **TASK 1700 Landscaping:**

#### 1700.1 Landscape:

Proposed landscape improvements will be designed to satisfy the City's programmatic requirements and aesthetic preferences. Design work includes, and is limited to, the design of trees, shrubs, landscape rock, boulders, edging, and irrigation.

#### Planning:

The Engineer shall assist the Owner in providing schedules for obtaining utility easements, utility service lines and other permits.

The Engineer shall present design to City of El Paso Bicycle Advisory Committee. The Engineer shall comply with requirements set by the Capital Improvement Department Planning Division and TxDOT. Sole sourcing will not be allowed. The Engineer shall prepare both design and performance specifications.

#### Design Analysis:

The Engineer shall perform design analysis for the project to ensure public safety. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

#### **Technical Specifications:**

The Engineer shall prepare and provide technical specifications. The specifications shall be based on latest TxDOT specifications. No sole sourcing shall be allowed. All specifications must include the type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The Engineer shall provide both design and performance specifications. Sole sourcing will not be allowed. Engineer to coordinate with directed furniture and equipment vendor to develop performance specifications.

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## Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements:

If applicable, the Engineer shall include and comply with the City's Sustainable Design Standards and attain LEED "Silver" certification or comparable Green Globes certification. The Engineer shall have a certified LEED AP or Green Globes Professional (GGP) on its team. It is the Engineer's responsibility to register the project with the USGBC or Green Globes Association.

Under a separate contract the Owner will employ the services of a commissioning agency to perform a review of the design documents and inspection of construction. The Engineer shall comply with the commissioning agency comments.

#### **Building Permits, Special Permits, and Other Land Use Permits:**

The Engineer shall be responsible for complying with all local, state, and federal building codes. The Engineer shall be responsible for submitting required sets to City of El Paso Development Department for review and approval during final design phase period. The Engineer shall be responsible for obtaining approval from the City of El Paso Planning and Inspections Department before the construction documents are submitted for bid advertisement. The Engineer is responsible to follow up review and approval process with the City of El Paso Planning and Inspections Department. After approval the Engineer will pick up approved plans and store them in a safe place. The Engineer shall not be responsible to pull permit. The pulling of the permit shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements when applicable.

The Engineer shall be responsible when applicable for the preparation all documents that include but are not limited to; metes and bounds descriptions, site plans, elevations, floor layouts, and applications for permits, special permits, zoning changes, and land use permits. The Engineer shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

#### PRODUCTS REQUIRED:

#### **Drawings and Specifications:**

#### **Pre-Design Report:**

The Engineer shall submit the following preliminary design report, as applicable:

- Coversheet (100% complete)
- Design Criteria (100% complete)
- Proposed Typical Section (100% complete)
- Horizontal & Vertical Alignment Layout (80% complete)
- Site Plan (80% complete)
- Quantity Summary Sheet (75% complete)
- Engineer's Opinion of Estimate (75% complete)

Upon the completion of the pre-design report, the Engineer shall submit three (3) copies upon request from the City of the preliminary design documents for review and comments and provide an electronic version to the City. If the City considers the submittal as not compliant to the above required completion percentages, the Engineer must resubmit per the above listed requirements. Additional forms might be required as requested by the City.

#### 60% Design Phase:

The Engineer shall submit the following 60% design phase submittal, as applicable:

- Coversheet (100% complete)
- Index of Sheet (100% complete)
- Existing Typical Sections Sheets (100% complete)
- Proposed Typical Sections Sheets (90% complete)
- General Notes (75% complete)
- Quantity Summary Sheet (100% complete)
- Traffic Control Plan Sheet (90% complete)
- Traffic Control Details & Standards (100% complete)
- Survey Control Sheet (100% complete)
- Horizontal Control Plan (100% complete)
- Site Plan (95% complete)
- Demolition Plan (100% complete)
- Roadway Plan & Profile Sheets (80% complete)
- Pedestrian Facilities Plan Sheets (80% complete)
- Grading Plan (80% complete)
- Miscellaneous Roadway Detail Sheets (75% complete)
- Roadway Standards (100% complete)
- Retaining Wall Plan & Profile Sheets (80% complete)
- Retaining Wall Details & Standards (75% complete)
- Drainage Watershed Area Map Sheets External/Internal (100% complete)
- Hydraulic Data Sheets (75% complete)
- Drainage Plan & Profile Sheets (75% complete)
- Culvert Plan & Profile Sheets (75% complete)
- Bridge Scour Data (70% complete)
- Drainage Miscellaneous Details & Standards(75% complete)
- Utilities Test Hole Data Sheets (100% complete)
- Utility Notes and Contact List (100% complete)
- Existing Utility Layout (100% complete)
- Bridge Plan and Profile Sheet (80% complete)
- Bridge Typical Section Sheet (95% complete)
- Bridge Boring Logs Sheets (100% complete)
- Foundation Layout Sheets (75% complete)
- Bridge Detail Sheets & Standards (80% complete)
- Illumination Plan (80% complete)
- Illumination Details & Standards (80% complete)
- Signing and Pavement Marking Plan (80% complete)
- Signing and Pavement Marking Details & Standards (80% complete)
- Traffic Signal Existing Plan (90% complete)
- Traffic Signal Plan (80% complete)
- Traffic Signal Details & Standards (80% complete)
- Storm Water Pollution Prevention Plan (95% complete)
- Storm Water Pollution Prevention Details & Standards (95% complete)
- Landscape Plan (80% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Design Cross Section Sheets (100% complete)

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- Engineer's Estimate
- Redlines showing quality control
- Pre Design Report complete action items report and complete review comment forms
- Contract time determination

Upon the completion pre-final design phase, the Engineer shall submit three (3) copies of the 60% design documents upon request from the City for review and comments and provide an electronic version to the City. If the City considers the submittal as not compliant to the above required completion percentages, the Engineer must resubmit as per the above mentioned requirements. Additional forms might be required as requested by the City.

#### 90% Design Phase:

The Engineer shall submit, at a minimum, the following final design phase submittal, as applicable:

- Coversheet (100% complete)
- Index of Sheet (100% complete)
- Existing Typical Sections Sheets (100% complete)
- Proposed Typical Sections Sheets (100% complete)
- General Notes (95% complete)
- Quantity Summary Sheet (100% complete)
- Traffic Control Plan Sheet (100% complete)
- Traffic Control Details & Standards (100% complete)
- Survey Control Sheet (100% complete)
- Horizontal Control Plan (100% complete)
- Site Plan (100% complete)
- Demolition Plan (100% complete)
- Roadway Plan & Profile Sheets (95% complete)
- Pedestrian Facilities Plan Sheets (95% complete)
- Grading Plan (95% complete)
- Miscellaneous Roadway Detail Sheets (95% complete)
- Roadway Standards (100% complete)
- Retaining Wall Plan & Profile Sheets (95% complete)
- Retaining Wall Details & Standards (100% complete)
- Drainage Watershed Area Map Sheets External/Internal (100% complete)
- Hydraulic Data Sheets (95% complete)
- Drainage Plan & Profile Sheets (95% complete)
- Culvert Plan & Profile Sheets (95% complete)
- Bridge Scour Data (90% complete)
- Drainage Miscellaneous Details & Standards(95% complete)
- Utilities Test Hole Data Sheets (100% complete)
- Utility Notes and Contact List (100% complete)
- Existing Utility Layout (100% complete)
- Bridge Plan and Profile Sheet (95% complete)
- Bridge Typical Section Sheet (100% complete)
- Bridge Boring Logs Sheets (100% complete)
- Foundation Layout Sheets (95% complete)
- Bridge Detail Sheets & Standards (95% complete)
- Illumination Plan (95% complete)
- Illumination Details & Standards (95% complete)
- Signing and Pavement Marking Plan (95% complete)

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- Signing and Pavement Marking Details & Standards (95% complete)
- Traffic Signal Existing Plan (100% complete)
- Traffic Signal Plan (95% complete)
- Traffic Signal Details & Standards (95% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Storm Water Pollution Prevention Details & Standards (100% complete)
- Landscape Plan (95% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (95% complete)
- Irrigation Layout (95% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (95% complete)
- Design Cross Section Sheets (100% complete)
- Engineer's Estimate
- Redlines showing quality control
- 60% complete action items report and complete review comments forms

Upon the completion final design phase, the Engineer shall submit five (5) copies of the final design documents for review upon request from the City, and comments and provide an electronic version to the City. If the City considers the submittal as not compliant to the above required completion percentages, the Engineer must resubmit as per the above mentioned requirements. Additional forms might be required as requested by the City.

#### 100% Design

The Engineer shall re-submit the 95% documentation with City and comments addressed.

#### **Bidding and Construction:**

For bidding purposes, the Engineer shall submit a CD consisting of PDFs and AutoCAD files of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

Before bid opening Engineer shall provide a CD consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

After bid opening and before preconstruction meeting the Engineer shall provide a CD consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications. The Engineer shall also provide ten (10) hard paper copy sets of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

During construction project closeout the Engineer shall produce and provide a set of reproducible (11"X17") and electronic format "as-built" drawings.

#### Cost Estimates:

The Engineer shall develop and submit the construction cost estimates. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The Engineer's final estimate shall take into account all labor costs that shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council.

#### Design Analysis:

Design analysis shall include all engineering calculations for review by the Owner, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

#### Reproduction:

The Engineer shall be responsible for printing for the different phases and for code review requirements.

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## ATTACHMENT "B"

#### CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

#### **EXHIBIT C RESLER BLVD DESIGN SCHEDULE** ID Task Name Duration Start Finish Nov '24 Jun '24 Jul '24 Oct '24 Dec '24 Feb '25 28 5 12 19 26 2 9 16 23 30 7 14 21 28 4 11 18 25 1 8 15 22 29 6 13 20 27 3 10 17 24 1 8 15 22 29 5 12 19 26 2 9 16 23 2 9 16 23 30 6 13 20 27 Wed 4/16/25 **Resler Blvd Extension Design Phase** 322 days Tue 5/21/24 ★ Start Date = Notice to Proceed (NTP) 2 Start Date = Notice to Proceed (NTP) 0 days Tue 5/21/24 Tue 5/21/24 **ENV Clearence** Sat 3/29/25 3 304 days Tue 5/21/24 4 Utilities 59 days Tue 5/21/24 Mon 7/22/24 Tue 5/21/24 Right of Entry 21 days Wed 6/12/24 6 Survey 14 days Wed 6/12/24 Thu 6/27/24 7 **Field Investigations** 57 days Wed 6/12/24 Sat 8/10/24 8 Wed 6/12/24 Sat 3/29/25 **ROW Acquisition** 283 days 9 **Engineering Design Report** 97 days Wed 6/12/24 Fri 9/20/24 10 Pre-Design Report 75 days Wed 6/12/24 Wed 8/28/24 🐺 Pre-Design Report Submittal 11 Pre-Design Report Submittal Wed 8/28/24 Wed 8/28/24 0 days 12 City Report Review 22 days Wed 8/28/24 Fri 9/20/24 13 **Planset Preparation** 204 days Fri 9/20/24 Wed 4/16/25 14 60% Plan Prep 70 days Fri 9/20/24 Mon 12/2/24 ▲ 60% Public Meeting 15 60% Public Meeting Wed 11/13/24 Wed 11/13/24 0 days ₹ 60% Submittal 16 60% Submittal 0 days Mon 12/2/24 Mon 12/2/24 17 Mon 12/2/24 60% City Design Review 34 days Mon 1/6/25 18 90% Plan Prep Mon 1/6/25 Wed 2/5/25 30 days ₹ 90% Submittal 19 90% Submittal 0 days Wed 2/5/25 Wed 2/5/25 20 90% City Design Review 21 days Wed 2/5/25 Wed 2/26/25 21 100% Plan Prep 20 days Wed 2/26/25 Tue 3/18/25 🕶 100% Submittal 22 100% Submittal 0 days Tue 3/18/25 Tue 3/18/25 23 100% City Design Review 21 days Tue 3/18/25 Tue 4/8/25 24 Sign & Seal Submittal 7 days Tue 4/8/25 Tue 4/15/25 25 Bidding and Front End Documents 7 days Tue 4/8/25 Tue 4/15/25 26 **Project Letting** 1 day Tue 4/15/25 Wed 4/16/25 Completion of Contract 27 Completion of Contract 0 days Wed 4/16/25 Wed 4/16/25 CONSOR ENGINEERS Page 1

# RESLER BLVD EXTENSION EXHIBIT D

Firm Name: Consor Engineers, LLC.				The second secon				
Exhibit D Fee Summary								
Project: Resler Blvd Extension								
Method of Payment: Lump Sum				3				
Task	Conso	Consor Engineers LLC	GRV Integrated Engineering Solutions, LLC	HVJ Associates, Inc	Cobb Fendley	THE DRY LAND	SCWA	Julie Gered, RAS
		(PRIME)	Survey	Geotechnical	Subsurface Utility Engineering	Lanscaping	Environmental Cultural Resources Services	TDLR
TASK 100 - Project Management & Administration	\$	29,724.82						
TASK 200 - Roadway Design	\$	169,838.30						
TASK 300 - Bridge Design	\$	99,795.48						
TASK 400 - Drainage Design	\$	116,519.88		5				
TASK 500 - Traffic Design	\$	100,387.89						
TASK 600 - Traffic Control Design	\$	1						
TASK 700 - Retaining Wall Design	\$	17,293.52						
TASK 800 - Surveying			\$ 135,772.24					
TASK 900 - Utility Management & Coordination	\$	12,324.18						
TASK 1000 - Storm Water Pollution Prevention Plan (SW3P)	\$	10,677.34						
TASK 1100 - Geotechnical Data Collection				\$ 44,526.25				
TASK 1200 - Environmental	\$	79,386.16		\$ 46,245.00			\$ 2,000.00	
TASK 1300 - Public Involvement	\$	11,901.16						
TASK 1400 - ADA Compliance & Requirements								\$ 3,200.00
TASK 1500.1 - Bid Phase Services	\$	13,807.56						
TASK 1500.2 - Construction Phase Services	\$	78,728.00						
TASK 1600 - Subsurface Utility Engineering					\$ 9,275.00			
TASK 1700 - Landscaping						\$ 18,130.00	0	
ODE's	\$	8,860.70						
Sub Total:	: \$	749,244.99	\$ 135,772.24	\$ 90,771.25	\$ 9,275.00	\$ 18,130.00	0 \$ 2,000.00	\$ 3,200.00
Grand Total: \$	\$	1,008,393.48						

Lump Sum Design Fee Schedule Breakdown:	sreakdown:	
Engineering Design Report Submittal	\$	228,964.48
60% Plan Submittal	\$	320,550.27
90% Plan Submittal	s	274,757.38
Final Submittal	\$	91,585.79
Sub Total	₩	915,857.92
Specified Rate Bid & Construction Schedule Breakdown:	dule Breakdown:	
Bid Phase Services	\$	13,807.56
Construction Phase Services	\$	78,728.00
Sub Total	\$	92,535.56
Grand Total	\$	1,008,393.48

Column   C	STATEMENT NOT NOT NOT NOT NOT NOT NOT NOT NOT N	irm Name: Consor Engineers, LLC xhibit D : Fee Schedule																		
Column	The state of the	Method of Payment: Lump Sum																		
Martin   M	Column   C	Item - Task	Project Manager	Principal Scientist	Engineer (Senior)	Environmental	Engineer (Project)	Engineer (Design)	(Structural) -	Engineer in	Engineer in	Utilities Coordinator				Involvement	Involvement			Total Cost (\$\$)
STATE OF THE PROPERTY OF THE P	Company of the comp											0.40000							(nis)	(99)
The state of the	Selection of the control of the cont	ASK 100 - Project Management & Administration																		
West   March	TAME OF THE PROPERTY OF THE PR	Coordination with the City/State Prepare monthly written progress reports	12		8		6			8								12	30	\$6,430.00 \$5,245.62
Column	March   Marc	Prepare, distribute and file written and electronic correspondence	12				16												28	\$4,625.12 \$6,204.40
Company of the comp	THE PROPERTY OF THE PROPERTY O	SUBTOTAL			8					8								12		\$29,724.82
Career   C	Marging   1	100.1 Feasibility Studies (Pre-Design Report)	1 2	_			8	I 12		16	1								38	\$5,978.80
STATE OF THE PARTY	The second column	Design Criteria	2		4			8		16									36	\$5,865.98 \$8,742.60
Magnisone	AMORRANDO DE LA	Preliminary Design Layout 200.2 Geometric Design					8								40				96	\$13,029.40
Company	STATE OF STA	Preliminary 3D Corridor Model					_													\$4,202.08 \$7,896.52
Company	STATE OF THE PROPERTY OF THE P	Horizontal Geometry Design																		\$3,609.84
Column	The content of the	Prepare Plan & Profile Sheets			4										32					\$12,284.88
We will select selection of the selectio	Selection of the select	Existing Typcial Section					_													\$5,646.10 \$6,373.70
Second column	STATES OF THE PROPERTY OF THE	Refine Preliminary 3D Corridor			2															\$4,540.52
March	Column	Earthwork Calculations	_		4										20					\$8,094.02 \$7,106.88
STATE OF THE PARTY	SACRESCAPE   1	Title Sheet																		\$5,832.20 \$5,578.38
STATE OF THE PARTY	Second	General Note Sheets Estimate & Quantity Sheets (E&Q)	2 2		4		12 8			32 20					16 20				66 60	\$9,554.84 \$8,319.62
SECURIAL PROPERTY AND ALL ALL ALL ALL ALL ALL ALL ALL ALL AL	Company   Comp	Alignment Data Sheets Removal Sheets	2				2	- 6		16 16					16 16				42 41	\$5,578.40 \$5,324.58
Second March	Company and the content of the con	Design Standards and Detail Sheets	1					16											69	\$3,818.56
See Seedings	Company of the property of t	00.7 Construction Schedule (60%, 90%, 100%)	4		2										264				50	\$6,881.28 \$8,573.34 \$169,838.30
State of the control	SECREPT AND ALL ALL ALL ALL ALL ALL ALL ALL ALL AL	ASK 300 - Bridge Design									h									بالا، قد قار باد ر
Series Control (1988)	SECRETARIAN SECTION 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	Bridge Layout (Including Typical Section) Foundation Analysis and Design (Includes boring log sheet)							_											\$13,514.48 \$3,356.04
STATEMENT OF THE PROPERTY OF T	STATES MATTER STATES AND ALL STATES	Estimated Quantities and Bearing Seat Elevations	2				20		16	40					4				82	\$13,480.44
Second Property of the content of	Company   Comp	Foundation Layout & Details																		\$12,420.12
Management	Section 1.	Bent Design & Details	2				24		12	20					48				106	\$17,552.90 \$15,567.48 \$13,999.52
Standardening (1906)   1	Marging   Marg	Miscellaneous Structural Details	2							8									20	\$13,999.52 \$2,820.22
STATE COLOR STATE	TRESOURCE STATE OF THE PROPERTY OF THE PROPERT	00.4 Bridge Specifications	2				8								220				14	\$4,117.48 \$2,966.80 \$99,795.48
Second property	Company	ASK 400 - Drainage Design			I			I	. 04		12				248		l I			\$4,140.08
Second	SAGRAMAN SALES AND SALES A	00.2 Hydrologic Studies					16												64	\$8,844.16
CONCESSORY SET OF SET O	Series Angelonge   7   1   1   1   2   2   2   3   4   4   5   5   4   5   5   5   5   5	HEC-RAS Models Storm System Design	2				16			16	32								66	\$11,066.44 \$9,216.44
Scheller Mangelon   1	Sample   S	Cross Culvert Design H&H Report	2				16 32			16 40	16				20				50 110	\$7,456.60 \$15,804.40
March Schreiber	THE COLOR OF THE C	00.4 Scour Analysis 00.5 Drainage Plan Preparations	2																30	\$4,343.12
	1982 September 1	Internal DA Map & Calc Sheets					4								24				48	\$3,519.64 \$5,629.20
Serving	Section 1.	Hydraulic Data Sheets					4				4				16				32	\$4,613.88 \$3,959.60 \$8,641.20
Species 1987 1988 1989 1989 1989 1989 1989 1989	Segregation	Culvert Layouts					16			8	16				32				72	\$9,363.12 \$9,498.48
Mary	Section   Sect	Quantities	24																32	\$4,331.84 \$6,091.68
Section   Sect	Series of March Management 1	SUBTOTAL	_				180			224	196				204					\$116,519.88
Second page   1	Secretary and substituted year of grown and substituted year of gr	500.1 Signing	1		1		2								8					\$2,352.05
100   100	Section   Communication   Co	Summary of Large Guide Sign & Small Signs	1		1		8								8				30	\$4,777.39 \$1,923.37
Sample	Name of Anthone Marketine of Marketine   1	500.2 Pavement Marking		i					i											\$15,708.54
Section   Sect	1	Summary of Pavement Markings and Signing	1		1		1	2							4				9	\$1,415.74 \$1,923.37
Section   1	Seed Configuration Seed Configur	500.3 Traffic signal Study																		\$4,382.54
Septembor	Mary Long Seed   1	Existing Conditions Layout	_				_													\$4,303.67 \$3,248.91
Season Series (1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	SALIMEN   1	Ramp Layout	1		1		4				8				16				30	\$3,863.71 \$9,143.16
Control Influencial Graphers   2   8   73   70   70   70   70   70   70   70	Commonweal process   2	Standards																		\$2,137.71
Second	Control part   1	Continuous Illumination Layouts																		\$21,038.72
Mathematican Standard   1	Marting State   1	Circuit Diagrams	1		2		2	4							8				17	\$2,509.95 \$2,577.66
Section   Substitute   Substi	Supplied	Photometric Analysis	1		4		24	24							40				93	\$3,762.12 \$13,903.54
Subtrout Sub	Note   Property State	SUBTOTAL					_ ^	_			54									\$1,415.74 \$100,387.89
National Water   Poster   Po	No. Particular Will An Confidence Structure   1987   1988   198	lot Part of this Scope																		én es
Realming Wall Plank is Profile    1	SATIONAL 9 1	ASK 700 - Retaining Wall Design							-										U	90.00
SIBITAL   4   8   8   8   8   8   8   8   8   8	Substitution   Subs	Retaining Wall Plan & Profile							_											\$11,788.48 \$5,505.04
14   15   15   15   15   15   15   15	1 July Ingenery and Coordination   3	SUBTOTAL																		\$5,505.04 \$17,293.52
ASK 1000 - Storm Water Polity Comprises (3 Submittals)  2	State   Stat	00.1 Utility Engineering and Coordination					_													\$12,324.18 \$12,324.18
1003 Calculate and Tabulate Quantities (3 Submittals)	1002 Color Logical and Tabulatic Countries (9 Submittans)   2   8   8   12   12   9   8   12   12   9   8   13   10   10   10   10   10   10   10	ASK 1000 - Storm Water Pollution Prevention Plan								10					24		I			\$6,069.12
ASK 1200 - Environmental   Site Assessment Review Geotechnical Report   22   28   1   1   40   20   1   4   114   51.	Name   Fundamental   State   Sussement   Name   Sustainal   State   Sustainal   Stat	1000.2 Calculate and Tabulate Quantities (3 Submittals)	2				4	6		12					8				32	\$4,608.22 \$10,677.34
Phase-l Environmental Site Assessment Review Geotechnical Report    1	Name I Prioremental Sine Assessment Name I Prioremental Sine Asses	ASK 1200 - Environmental			•	•			•								•			, just 104
Waters of the US - Survey and Survey Report    26	Valence of the List Survey and Survey Report  1	Phase-I Environmental Site Asssessment											40					4		\$17,198.44 \$10,300.00
200.2 ROW & Right of Entry Communication 2 100 112 100 112 524 53  ASK 1300 - Public Involvement  300.1 Support for Public Meeting 1 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	2	Waters of the US - Survey and Survey Report		26		40								26					180	\$25,738.44 \$22,398.44
ASK 1300 - Public Involvement  300.1 Support for Public Meeting 1 300.2 Support for Public Meeting 2 300.3 Support for Public Meeting 2 300.5 Support for Meeting 2	State   Stat	200.2 ROW & Right of Entry Commmunication																	22	\$22,398.44 \$3,750.84 \$79,386.16
30.2. Support for Public Meeting 2  SUBTOTAL 6  SUBTOTAL 7  SUBTOT	Substract   Subs	ASK 1300 - Public Involvement		100		112		I	i I				204	74				14		\$5,950.58
ASK 1500 - Bid Phase Services & Construction Phase services \$	Note   Management   Managemen	300.2 Support for Public Meeting 2	3													16	16		35	\$5,950.58 \$11,901.16
Prepare the Bid Proposal front end documents	Prepare the Bid Proposal front end documents	ASK 1500 - Bid Phase Services & Construction Phase services		1		•				•	•									,,_,
Attend the Pre-Bid Confrence 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Attend the Pre-Bid Confractor  Assist in responding to contractor questions  Assist responding to contractor questions  Assist responding to contractor question	Prepare the Bid Proposal front end documents	_						2	8										\$4,839.42 \$3,384.20
Assist in evaluating bids received and provide recommendation 2 4 4 5 5 6 \$1 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5 1	Assistin evaluating bids received and provide recommendation 2   0   0   0   0   0   0   0   0   0	Attend the Pre-Bid Confrence					2												4	\$902.46 \$3,384.20
	Attend precentature of the precentation of the precent of the precentation of the pr	Assist in evaluating bids received and provide recommendation					4		-	-									6	\$1,297.28
	Review and approve Shop Drawings         6         20         30         24         32         8         6         8         112         \$21,29           Respond to RFis         6         28         34         24         32         8         6         8         124         22         32         8         6         12         124         223,89         8         12         13         13         12         13         12         12         12         12         12         12         12         12         12         12         12         12         13         13         13         12         12         12         12         12         12         12         1	1500.2 Construction Phase Services							2	8										\$13,807.56
Review and approve Shop Drawings 6 20 30 24 32 52 52 52 52 52 52 52 52 52 52 52 52 52	Attend Construction meetings (Weekly Meetings) 72	Review and approve Shop Drawings	6				30												112	\$902.46 \$21,297.82
Attend Construction meetings (Weekly Meetings) 72 4 4 4 5 80 \$11	As-Built Preparation 3		72		28		4		4										80	\$23,892.34 \$19,944.56
As-Built-Preparation         3         16         2         20         8         49         \$7           Subtancial Completion Punch List         3         4         4         5	Public Involvement Updates 4 SubTOTAL 96 48 90 54 84 SubTOTAL 96 96 48 90 54 84 SubTOTAL 96 97 87 87 87 87 87 87 87 87 87 87 87 87 87	Attend Const dedon meetings (Weekly Weetings)							2	20					8					\$7,755.52 \$1,551.10
Public involvement Updates         4         12         16         \$3		As-Built Preparation					4												_ /	

Page 2 of 10 370

# RESLER BLVD EXTENSION EXHIBIT D

PROJECT: RESLER BLVD EXTENSION				
CONSOR Engineers, LLC.				
OTHER DIRECT EXPENSES		-		
Other Direct Expenses	UNITS	UNITS	RATE	COST
Lodging/Hotel (Taxes/fees not included) (Current state rate)	night	10	\$107.00	\$1,070.00
Lodging/Hotel Taxes/fees (City/State Tax Rate + Venue tax)	night	10	\$20.00	\$200.00
Meals (overnight stay required) (Excluding alcohol)	day	6	\$59.00	\$531.00
Rental Car Fuel (Current rate per gallon)	gallon	40	\$3.89	\$155.60
SUV or ATV Rental (6+ passengers)	day	9	\$75.00	\$450.00
Air Travel (Round Trip)	each	2	\$550.00	\$1,100.00
Parking	day	12	\$15.00	\$180.00
8%"X11" B/W Paper Copies	each	200	\$0.15	\$75.00
11"X17" B/W Paper Copies	each	200	\$0.25	\$125.00
8%"X11" Color Paper Copies	each	145	\$1.00	\$145.00
11"X17" Color Paper Copies	each	295	\$1.25	\$368.75
CADD Plotting (BMV)	linear foot	72	\$1.30	\$93.60
Digital Ortho Plotting	linear foot	100	\$3.25	\$325.00
Task 1300.1 Support for Public Meeting #1				
4' x 5' Color Boards Mounted on Foamcore	each	10	\$150.00	\$1,500.00
8½"X11" B/W Paper Copies	each	100	\$0.15	\$15.00
8½"X11" Color Paper Copies	each	100	\$1.00	\$100.00
CADD Plotting Roll Map (B&W, Unmounted)	linear foot	40	\$1.30	\$52.00
Nametags (25)	each	1	\$15.00	\$15.00
Task 1300.2 Support for Public Meeting #2				
8½"X11" B/W Paper Copies	each	100	\$0.15	\$15.00
8½"X11" Color Paper Copies	each	100	\$1.00	\$100.00
CADD Plotting Roll Map (B&W, Unmounted)	linear foot	40	\$1.30	\$52.00
4' x 5' Color Boards Mounted on Foamcore	each	10	\$150.00	\$1,500.00
Nametags (25)	each	1	\$15.00	\$15.00
Task 1300 Public Involvement Support				
Postage via First Class Mail	each	25	\$0.66	\$16.50
8½"X11" B/W Paper Copies	each	25	\$0.15	\$3.75
8½"X11" Color Paper Copies	each	100	\$1.00	\$100.00
Task 1200.2 Stakeholder Support				
8½"X11" B/W Paper Copies	each	20	\$0.15	\$7.50
8½"X11" Color Paper Copies	each	20	\$1.00	\$50.00
Postage via Certified Mail	each	25	\$20.00	\$500.00
			TOTAL	\$8,860.70

GRV Integrated Engineering Solutions LLC Resler Blvd. Extension Engineering Services (Boundary and Topographic Surveys)

300.6 Coordinate with Appraiser for all three parcels

TOTAL ENGINEERING SERVICES FEE (LUMP SUM)

Technoial Reviewer Senior PM/RPLS Project Engineer CAD/Survey Tech Admin Subtotal Hours Hours Hours lours Hours SCOPE OF WORK \$189.50 \$189.50 \$84.22 \$71.06 \$80.80 ENGINEERING SERVICES TASK 100 - PROJECT MANAGEMENT 100.1 Perform contract administration and management duties, prepare 8 \$1,516.00 \$0.00 \$0.00 \$0.00 8 \$646.40 \$2,162.40 monthly progress reports, and invoices. 100.2 Conduct record drawings research. Request record drawings from \$1,010.64 \$2.832.96 \$0.00 \$0.00 \$852.72 \$969.60 utility agencies. Subtotals 8 \$1,516.00 \$1,010.64 0 12 \$852.72 20 \$1,616.00 \$4,995.36 \$0.00 12 TASK 200 - TOPOGRAPHIC SURVEYS AND SUBMITTAL Subtotal 200.1 Setup Horizontal Controls to Prepare Topographic Surveys 4 \$758.00 0 \$0.00 8 \$673.76 16 \$1,136.96 0 \$0.00 \$2,568.72 200.2 Conduct Field Work for Topographic Surveys to 300 feet (upstream and downstream) along the two existing arroyos
200.3 Download the daily field data and begin preparation of the Topgraphic 24 \$4.548.00 \$1.516.00 \$3.368.80 160 0 \$20,802.40 40 \$11,369.60 \$0.00 2 CAD Drawings \$379.00 \$0.00 \$673.76 16 \$1,136,96 0 \$0.00 \$2,189,72 200.4 Prepare Topographic Surveys (AutoCAD Drawing) with information collected \$758.00 \$758.00 \$2,021.28 80 \$5,684.80 \$646.40 \$9 868 48 200.5 Prepare Contour Map and Data TIN File \$379.00 0 \$0.00 16 \$1.347.52 16 \$1.136.96 0 \$0.00 \$2.863.48 200.6 Prepare Horizontal Control Sheets and Submit Topographic Survey \$1,516.00 \$758.00 \$2,021.28 \$646.40 \$9,205.28 Base Map Subtotals 44 \$8,338.00 16 \$3,032.00 120 \$10,106.40 348 \$24,728.88 16 \$1,292.80 \$47,498.08 TASK 300 - BOUNDARY SURVEYS AND SUBMITTAL Subtotal 16 \$758.00 \$5,684.80 24 \$3,032.00 40 \$3,368.80 80 \$1,939.20 \$14,782.80 300.1 Prepare metes and bounds for the right-of-way acquisition 300.2 Prepare metes and bounds for two drainage easements. \$1,516.00 \$0.00 \$673.76 24 \$1,705.44 \$323.20 300.3 Prepare a Re-Plat to include preparation of the plat. \$1,516.00 \$1,516.00 40 \$3,368.80 80 \$5,684.80 16 \$1,292.80 \$13,378.40 300.4 Prepare the MDF and Exhibit of the Proposed ROW with ownership 8 \$1,516.00 4 \$758.00 40 \$3,368,80 60 \$4,263,60 16 \$1,292,80 \$11,199.20 300.5 Prepare ALTA Survey for the two commercials parcels to be used by \$4,548.00 \$758.00 \$3,368.80 \$15,652.40 80 \$5,684,80 \$1,292,80 40 16 Appraiser for the overall property

\$0.00

\$3,790.00

20

\$0.00

\$14,148.96

324

168

TOTAL LABOR	\$115,347.24
DIRECT COSTS	\$925.00
	d-1-1-4-4
SUBCONSULTANTS (Excludes any type of construction a Gayle-Reid Appraisal Services, Inc. (Prepare 3 App	raisals for
three Properties)	\$19,500.00
TOTAL SUBS	\$19,500.00

14

78

Subtotals

\$2,653.00

\$14,781.00

\$135,772

PROJECT COSTS	UNIT	BILLING RATE	QTY	TOTAL
Mileage	mile	\$0.67	1,000	\$670.00
Copying (Letter Size)	page	\$0.10	200	\$20.00
11x17 Copies	sheet	\$0.30	200	\$60.00
Blacklines (24 x 36)	sheet	\$1.75	100	\$175.00
TMA	Day	\$1,000.00	0	\$0.00
		TOTAL DIRECT	COSTS	\$925.00

\$0.00

\$23,023.44

12

88

\$969.60

\$7,110.40

\$3,622.60

\$62,853.80

PREPARED: 01/15/2024

Revised: 4/18/2024

## RESLER BLVD EXTENSION EXHIBIT D

#### GEOTECHNICAL FEE ESTIMATE

COEP Resler Blvd. Extension Client: Consor Engineering, Inc. HVJ Proposal No. EG2310522 January 16, 2024

#### COST BREAKDOWN FOR GEOTECHNICAL INVESTIGATION

Field Investigation (3@60', 3@30' & 2@15' borings)					
Mobilization/Demobilization (Truck Rig)	1	a	\$2,500.00	lump sum	\$2,500.00
Soil Boring, SPT/Shelby Tube Sampling	300	ft @	\$32.00	per foot	\$9,600.00
Mileage (Pickup truck for staking, logging, water truck)	150	(a)	\$0.655	per mile	\$98.25
Borehole Backfill	300	ft @	\$10.00	each	\$3,000.00
Site Clearing	1	day @	\$2,000.00	per day	\$2,000.00
Technician (logging, staking, one call, and field coordination)	50	hr @	\$65.00	per hour	\$3,250.00
EIT (Permits and Field Coordination )	8	$\operatorname{hr}$ $(a)$	\$96.00	per hour	\$768.00
				Subtotal	\$21,216.25
Laboratory Testing *					
Moisture Content (ASTM D-2216)	75	@	\$ 12.00	each	\$900.00
Unconsolidated Compression (ASTM D-2166)	20	@	\$ 75.00	each	\$1,500.00
Atterberg Limits (ASTM D-4318)	30	@	\$ 65.00	each	\$1,950.00
Percent Passing #200 Sieve (ASTM D-1120)	50	@	\$ 45.00	each	\$2,250.00
Sieve Analysis (ASTM D 422)	10	(a)	\$ 65.00	each	\$650.00
Determining Sulfate Content in Soils - Colorimetric Method	2	@	\$ 150.00	each _	\$300.00
				Subtotal	\$7,550.00
Project Management, Engineering Analyses, Report Preparation					
Senior Engineer, PE	10	$\operatorname{hr} @$	\$205.00	per hour	\$2,050.00
Project Engineer, PE	50	$\operatorname{hr} @$	\$155.00	per hour	\$7,750.00
Engineer in Training	60	$\operatorname{hr}$ @	\$96.00	per hour	\$5,760.00
Administrative Assistant	4	$\mathrm{hr} @$	\$50.00	per hour	\$200.00
				Subtotal	\$15,760.00
TOTAL GEOTECHNICAL SERVICES					\$44,526.25

<sup>\*</sup>Note: The number and type of tests performed will depend on the actual soil conditions encountered.

# RESLER BLVD EXTENSION EXHIBIT D

Reser B	Resler Boulevard Extension Project Phase II ESA				<u> </u>				
HVJ Ass	HVJ Associates Project Number: HE2310522			(1)		H	HVJ ASSOCIATES, INC.	S, INC.	
	Phase II ESA								
	Proposal Breakdown	Principal	Project	Geologist	Administrative	Unit of	Estimated	Rate	Subtotal (Cost \$)
Date:	March 28, 2024		Manage		Assistant	INIERSMIE	Kudininy		
Task No.	Task Description		Billing Ra	Billing Rate per Hour	70 -07				
Fnviron	Finitonmental Site Accessment (FSA II)	\$210.00	\$175.00	* I FVFI	I OF FFFORT	×			
	Figure 7.55 Coloration								
,	Mobiliantion / Domobiliantion					-	,	00 1014	00 100
- (	INIODIIIZALIOTI / DETTODIIIZALIOTI					51	7	\$525.00	\$255.00
2	Drilling including the below items					DAY	4	\$2,625.00	\$10,500.00
	Temporary Well Installation					ᆸ	130	\$5.00	\$650.00
	Backfilling					Ħ	260	\$7.00	\$1,820.00
	Drums					1	0	\$127.50	\$0.00
3	Sampling Supplies					ST	1	\$500.00	\$500.00
4	Equipment Rental					DAY	4	\$150.00	\$600.00
2	Waste Storing / Disposal / Transportation / Analysis (Pending Results- Current cost is based on non-hazardous and 1 drum disposal)					SI	0	\$2,250.00	\$0.00
	Laboratory Testing								
9	Moisture					EA	10	\$7.50	\$75.00
7	TPH - Soil					EA	20	\$70.00	\$1,400.00
∞	SVOC - Soil					EA	20	\$190.00	\$3,800.00
6	VOC - Soil					EA	20	\$120.00	\$2,400.00
10	PCBs (polychlorinated biphenyls) - Soil					EA	20	\$105.00	\$2,100.00
11	PAH - (polycyclic aromatic hydrocarbons) - Soil					EA	20	\$200.00	\$4,000.00
12	Metals -Soil					EA	20	\$100.00	\$2,000.00
6	TPH - Water					EA	5	\$70.00	\$350.00
10	SVOC - Water					EA	2	\$190.00	\$950.00
11	VOC - Water					EA	2	\$120.00	\$600.00
12	PCBs (polychlorinated biphenyls) - Water					EA	2	\$105.00	\$525.00
13	PAH - (polycyclic aromatic hydrocarbons) - Water					EA	5	\$200.00	\$1,000.00
14	Metals - Water					EA	5	\$100.00	\$500.00
	Traffic Control								
15	Flagmen and Lane Closure (if required)					DAY	0	\$750.00	\$0.00
	Engineering and Management								
16	Permits and Staking			4					\$420.00
17	Field Work and Coordination		9	40					\$4,950.00
18	QA/QC	4	9	2					\$1,800.00
19	Report		4	24	4				\$3,280.00
	Sub-total Hours	4	16	70	4				
	** Reimbursable Expenses								
20	Travel and Per Diem					ı			\$1,500.00
L			l				l	Total	\$46,245.00

## RESLER BLVD EXTENSION EXHIBIT D



#### Services to be provided by CONSOR

The Client shall furnish the following information, as available, at no cost to CobbFendley:

- 1. Provide plans showing the project limits, alignment, benchmarks, project control data, profile, cross section information and test hole locations (if applicable).
- 2. Right-of-Entry (ROE) if required.
- 3. Lists of utility and/or agency contact persons, if known.
- 4. Other available utility information or assistance as appropriate.
- 5. Provide utility line style and symbology CAD Standards, if desired.

#### Schedule

CobbFendley can commence work within two (2) weeks of receiving the notice to proceed (NTP). Field work must be preceded by a "One Call" ticket and a mandatory 48-hour clearance period. For QL "A" test holes within pavement, a City dig permit will be required. Once the dig permit and clearance period have been obtained, the QL "A" test hole field work is estimated to be completed within five (5) working days. The QL "A" deliverables can be submitted within ten (10) working days after the survey has been completed.

#### **Basis of Compensation**

The total estimated fee to complete the scope of work described herein is \$9,275.00.

If this summary is acceptable, please sign below and forward along with NTP. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

CONSOR

Jesus A. Ramos, Jr., P.E.
Senior Project Manager

Name & Title

Cc: Sean Wolfe, P.G., Principal-In-Charge

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## RESLER BLVD EXTENSION EXHIBIT D

#### 3.0 FEE

The fee is \$18,130, broken down as follows:

Phase	Role	Hours	Hou	rly Rate	Fee
60% PS&E	Principal / Landscape Architect	6	\$	180	\$ 1,080
	Project Manager	18	\$	110	\$ 1,980
	Landscape Designer / CAD Drafter	56	\$	60	\$ 3,360
			60%	PS&E Fee	\$ 6,420
90% PS&E	Principal / Landscape Architect	5	\$	180	\$ 900
	Project Manager	16	\$	110	\$ 1,760
	Landscape Designer / CAD Drafter	48	\$	60	\$ 2,880
			90%	PS&E Fee	\$ 5,540
100% PS&E	Principal / Landscape Architect	4	\$	180	\$ 720
	Project Manager	12	\$	110	\$ 1,320
	Landscape Designer / CAD Drafter	40	\$	60	\$ 2,400
			100%	PS&E Fee	\$ 4,440
Bidding + CA	Principal / Landscape Architect	2	\$	180	\$ 360
	Project Manager	7	\$	110	\$ 770
	Landscape Designer / CAD Drafter	10	\$	60	\$ 600
			ı	3 + CA Fee	\$ 1,730
				TOTAL FEE	\$ 18,130

Invoices are rendered at the completion of each stage of work and are due within 45 days.

#### **4.0 ADDITIONAL SERVICES**

Please note that the fee includes three submissions maximum. Additional redesign based on additional revised site plans and revisions to the design requested after approval to proceed has been will be viewed as an additional service.

Assuming you find this proposal satisfactory, please sign below where indicated and return.

Jonathan Matthews | RLA, LI, SITES AP, LEED Green Associate
THE DRY LAND
915 887 7893
jonathan@thedryland.com

Approved by Authorized Agent on behalf of Consor

SIGNED.

ISSUING THE DRY LAND DIGITAL FILES OF THE SITE PLAN SO THAT THE DRY LAND CAN BEGIN DESIGN WILL CONSTITUTE ACCEPTANCE OF THIS PROPOSAL, EVEN IF THE PROPOSAL IS NOT

Date

## JULIE ERICSON GEREDA ARCHITECT / REGISTERED ACCESSIBILITY SPECIALIST, LLC

February 28, 2024

Mr. Adrian Molina, PE Project Engineer Consor Engineering 1501 North Mesa, Suite 200 El Paso, Texas 79902

RE: Proposal for Accessibility Plan Review and Inspection

Resler Extension El Paso, Texas

Dear Mr. Molina,

Thank you for the opportunity to provide a proposal to provide you with the TAS Plan Reviews and Inspection for the above referenced project.

Based on my standard fee schedule and the reported estimated construction cost of \$14,000,000, my proposed fee is as follows:

TDLR Filing Fee	\$ 200.00
TAS Plan Review Fee:	\$ 1,400.00
TAS Inspection Fee:	\$ 1,600.00
Total:	\$ 3,200.00

Once the project plans are complete and ready for permit, I will be available to begin and complete the work within your expected requirements. TDLR filing fees and plan review fees are due at the time of submission. Inspection Fees are due when the project construction is complete.

Please let me know if you have any questions, comments or concerns. I look forward to this opportunity to work with you. Thank you for this opportunity.

Sincerely,

Julie Ericson Gereda

Architect

Registered Accessibility Specialist #222



7770 Jefferson Street NE, Suite 410 Albuquerque, New Mexico 87109 Tel 505.254.1115 Fax 505.254.1116 www.swca.com

March 29, 2024

Kerry Winkler Consor Associate VP/Technical Practice Leader Environmental Central Region Via Email: Kerry.Winkler@consoreng.com

Re: Proposal for Cultural Resources Services for the Resler Boulevard Extension Project, El Paso County, El Paso, Texas

Dear Ms. Winkler:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our scope of work and cost estimate for cultural resources services to support the Resler Boulevard Extension Project in El Paso County, El Paso, Texas. The cost to complete the proposed task, as detailed in the attached scope of work, is a **Not-to-Exceed** total of **\$2,000**.

Thank you for providing us with the opportunity to work with you. If the scope of work and cost estimate are acceptable to you, please send us the required documentation under our existing contract to indicate notice to proceed. After receipt of this signed documentation, SWCA will be able to start work immediately. If you have any questions regarding this proposal, please call me at (505) 431-2564.

Sincerely,

Kimberly A. Parker

Cultural Resources Program Director

Attachments: Scope of Work

Kimberly a Parker

## ATTACHMENT "C" CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the "ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION 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.

- 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.
- Passed 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 "ENGINEERING AND DESIGN SERVICES FOR THE RESLER BOULEVARD EXTENSION PROJECT", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed \$1,008,393.48 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 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> 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

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ACORD 25 (2016/03)

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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. A person making a contribution, including the contributor's spouse. "Contributor" "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	110/188/280	
District 1		
District 2		S
District 3	143	88 0
District 4	1 300000	5/,//
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:	
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#### El Paso, TX

#### Legislation Text

File #: 24-674, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### District 4

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

#### 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 "Northeast Advanced Manufacturing Development Phase 1 Design-Build Owner's Representative Bridging Documents" for an amount not to exceed \$1,023,724.11; 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 \$1,123,724.11; 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:** 5/21/2024

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME** Yvette Hernandez, P.E., City Engineer

**AND PHONE NUMBER:** (915) 212-0065

**DISTRICT(S) AFFECTED:** 4

STRATEGIC GOAL: No. 07: Enhance & Sustain El Paso's Infrastructure Network

**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 "Northeast Advanced Manufacturing Development Phase 1 Design-Build Owner's Representative Bridging Documents" for an amount not to exceed \$1,023,724.11; 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 \$1,123,724.11; 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 professional engineering consulting services to serve as the owner's representative for the Northeast Advanced Manufacturing Development Phase I project. This project involves connecting the Union Pacific rail line in Northeast El Paso to more than 5,000 acres of City-owned contiguous developable land. This project consists of developing approximately 3,400 acres of City-owned land. As part of the development, improvements along Stan Roberts Sr. Ave. between BU 54-A (Dyer Street) and McCombs St. shall be included. In addition, a railroad spur requiring a WYE connection to an existing railroad track is being proposed with this project. Two proposed railroad alignment options are to be evaluated by the consultant. Furthermore, with both options, overpass structures will be required at US 54 (Patriot Freeway).

#### **PRIOR COUNCIL ACTION:**

N/A

#### AMOUNT AND SOURCE OF FUNDING:

\$1,023,724.11 – TED and EPWU letter of commitment

Revised 04/09/2021

# 

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_x\_ YES \_\_\_NO

Revised 04/09/2021

## RESOLUTION

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

That the City Manager be authorized to sign an 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 "Northeast Advanced Manufacturing Development Phase 1 Design-Build Owner's Representative Bridging Documents" for an amount not to exceed \$1,023,724.11;

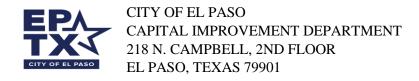
That the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,123,724.11; 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.

2024

day of

	CITY OF EL PASO:
	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine	
City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Sterta Birto	Gvette Hernandez Yvette Hernandez, P.E., City Engineer
Roberta Brito	Yvette Hernandez, P.E., City Engineer
Senior Assistant City Attorney	Capital Improvement Department

**APPROVED** this



# **EVALUATION COMMITTEE SCORE SUMMARY**

# Solicitation #2023-0375R

# Northeast Advanced Manufacturing Development Phase I Design-Build Owner's Representative Bridging Documents

CONSULTANT	CONSOR
Rater 1	87
Rater 2	88
Rate 3	78
Total Rater Scores	253
References	8.2
Overall Score:	261.2

RANKINGS	CONSULTANT
1	CONSOR

THE STATE OF TEXAS )  OUNTY 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 "Northeast Advanced Manufacturing Development Phase 1 Design-Build Owner's Representative Bridging Documents", hereinafter referred to as the "Project", as further described in Attachment "A"; and
<b>WHEREAS,</b> 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

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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 \$1,023,724.11 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 not more often than monthly, 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 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, <u>including but not limited to:</u>

- --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 noncompliance: 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.
- COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the 7.4 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: Rick Prieto

1501 N. Mesa, 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	M: APPROVED AS TO CONTENT:
Roberta Brito Senior Assistant City Attorne	Yvette Hernandez Yvette Hernandez, P.E., City Engineer Capital Improvement Department
	ACKNOWLEDGMENT
THE STATE OF TEXAS	§
COUNTY OF EL PASO	\$ \$ \$
	acknowledged before me on this day of, 2024 anager of the City of El Paso, Texas.
	Notary Public, State of Texas
My commission expires:	

(Signatures begin on following page)

## **CONSULTANT:**

By: \_\_

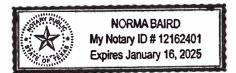
Name: Ricardo A. Prieto
Title: Senior Vice President

#### **ACKNOWLEDGEMENT**

THE STATE OF VEXOS §

COUNTY OF 5 \ Pass

This instrument was acknowledged before me on this \_06 day of \_\_\_\_\_\_\_, 2024, by Ricardo A. Prieto, Senior Vice President, on behalf of Consultant.



otary Public, State of Texas

My commission expires:

01-16-2025

# ATTACHMENT "A" SCOPE OF SERVICES

# ATTACMENT "A" SCOPE OF SERVICES

#### SERVICES TO BE PROVIDED BY THE ENGINEER

The scope of services for the Owner's Representative for the Northeast Advanced Manufacturing Development, will include professional engineering services necessary to support the planning phase including development of a feasibility study, alternatives and schematic.

The Engineer shall coordinate all tasks and assignments with the City of El Paso's Project Manager.

The scope of services will include:

- Project Management & Administration
- Planning;
- Preliminary engineering; Feasibility studies
- Cost estimating;
- Utility management and coordination;
- Coordination with UPRR regarding proposed railroad spur; obtain Exhibit A

The Engineer shall perform the following tasks:

#### TASK 100: Project Management & Administration

- 1. Engineer shall attend, participate, and assist the City staff at project meetings that specifically entail technical issues and provide support in making decisions regarding technical matters.
- 2. Engineer shall review for accuracy the minutes of such meetings prepared by either the DB team or others. Engineer shall clarify and report any meeting minutes discrepancies affecting the project to City staff.
- 3. Engineer shall develop procedures to include but not limited to quality management, document management, and scheduling systems.
- 4. The Engineer shall document all meetings held, both internally and externally, as related to this contract, including a record of attendees, agendas, and summary of discussions, action items, and decisions as applicable. The Owner's Representative shall maintain these records electronically in the document management system.
- 5. Prepare/Review total cost estimates based upon developed schematics, feasibility studies, and design plans. Cost Estimates shall be broken down by major cost elements. Appropriate contingencies shall be defined along with applicable back-up supporting recommended value of contingency for a specified cost element as appropriate.

TASK 200: MASTER PLAN - Omitted

TASK 300: REZONING - Omitted

TASK 400: TRAFFIC IMPACT STUDY - Omitted

TASK 500: LAND STUDY - Omitted

#### TASK 600 – PRELIMINARY ENGINEERING (FEASIBLITY STUDIES and SCHEMATIC DESIGN)

- 1. Evaluate two proposed railroad spur alignment options and provide preferable option and adjustment recommendations including cost estimates and schedule timeline.
- 2. Develop two alternatives for spur crossings with Dyer and coordinate with TxDOT
- 3. Develop options for Stan Roberts, ultimate configuration of US 54 intersection and identify right of way needs and access, connectivity options between US 54 and Stan Roberts.

- 4. Prepare exhibits for coordination and agreements with TxDOT for State owned roads. Exhibits to focus on intersection of the City roadways to the TxDOT roadway facilities. It is expected the exhibits for TxDOT will consist of approximately 10 exhibits.
- 5. Prepare exhibits for coordination with UPRR, BNSF and Jobe for rail connections and spur Owner's Representative shall coordinate all agreements and costs associated with the railroad companies.
- 6. Coordinate project with TxDOT's Borderland Expressway project to provide traffic connectivity.
- 7. Preliminary Drainage Study: The Engineer shall collect, review, and evaluate data from as-built plans and FEMA maps to locate drainage outfall(s) and to determine existing storm sewer and culvert sizes, design flows, and water surface elevations for use in the design of roadway geometry. The Engineer shall conduct a field reconnaissance and collect data including a photographic record of notable existing drainage features and conditions. The Engineer shall prepare a Preliminary Drainage Study to determine and evaluate the adequacy of the ROW needed to accommodate the proposed roadway and drainage system. The drainage study shall identify the impacts to abutting properties and the 100-year floodplain due to proposed highway improvements, identify the water surface elevations for the 2, 5, 10, 25, 50 and 100 year storm events, identify and locate outfalls, drainage outfall descriptions, provide overall drainage area map, sub-drainage area map, storm water detention facilities, and provide a drainage study report identifying the results of the study. The drainage report, signed and sealed by a professional engineer, shall include:
  - a. Identify all outfalls and type of studied streams
  - b. Hydrology and hydrologic methods used
  - c. Drainage area map for the highway improvements
  - d. Existing and proposed hydrology
  - e. Existing and proposed hydraulics hydrologic and hydraulic models such as HEC-RAS, HEC-HMS, XP-SWMM, and other applicable models.
  - f. Sizing of storm sewer truck line and any culverts
  - g. Identify need for in-detention or retention ponds, location, size and depth

#### 8. ROW/Property Base Map

The Engineer shall obtain information on existing ROW, easements, and property information from as-built plans, ROW maps, and tax records. The Engineer shall prepare a base map depicting the information.

#### 9. Typical Sections

The Engineer shall develop both existing and proposed typical sections that depict the number and type of lanes, shoulders, median width, curb offsets, cross slope, border width, clear zone widths, and ROW limits.

- 10. Develop engineering schematic for the preferred option to include the following design elements:
  - A. Bentley OpenRoads calculated roadway alignments for mainlanes, bridges, frontage roads and cross streets at major intersections and grade separations.
  - B. Horizontal curve data shown in tabular format
  - C. Pavement edges, curb lines, sidewalks for all roadway improvements
  - D. Typical sections of existing and proposed roadways
  - E. Proposed structure locations, bridge layouts including abutment, bent and rail locations
  - F. Existing and proposed major utilities
  - G. Existing property lines and respective property ownership information
  - H. Existing ROW and easements
  - I. ROW and easements requirements adequate for preparation of ROW maps
  - J. Lane lines, shoulder lines, and direction of traffic flow arrows indicating the number of lanes on all roadways
  - K. Existing utilities

The geometric schematic profile view shall contain the following design elements:

- A. Calculated profile grade and vertical curve data including "K" values for the mainlanes
- B. Existing ground line profiles along the mainlanes
- C. Grade separations and overpasses including preliminary bent locations, girder type, and span lengths.
- D. Calculated vertical clearances at grade separations and overpasses

The calculated profile grade for frontage roads, connectors, ramps and cross streets will be shown on separate Supplemental Profile rolls.

#### 11. Cross-Sections

The Engineer shall use a Bentley 3D OpenRoads model to generate preliminary cross-sections every 100 feet and at culvert locations in conjunction with the Geometric Schematic. The Engineer shall determine earthwork volumes for use in the cost estimate, and shall prepare 11"x17" or roll plots of the cross-sections.

#### 12. Retaining Walls

Prepare preliminary retaining concepts to be shown on schematics, typical sections, and cross sections.

- A. Determine if any walls are required and verify the need for and length of the retaining wall as shown on the ultimate schematic.
- B. Compute and tabulate retaining wall quantities for preliminary design milestone plans submittal.

#### 13. Preliminary Cost Estimate

The Engineer shall prepare a preliminary cost estimate for the project, including the costs of construction, required ROW and associated improvements, and eligible utility adjustments.

#### 14. Engineering Summary Report

The Engineer shall prepare a report to summarize the design criteria, preliminary cost estimate and basis of estimate, construction sequence description, and utility conflict issues.

#### 15. UPRR Exhibit A

The Engineer shall prepare each railroad agreement, exhibit, and layout sheet in accordance with the requirements of Union Pacific Railroad and as directed by the City. The Engineer shall coordinate with UPRR or agency and the State to determine submittal requirements, processing schedules, and exhibit formats including a field visit with UPRR personnel.

## TASK 700 - TOPOGRAPHIC SURVEYS

The Engineer shall utilize available aerial survey for the schematic development. No topographic survey is anticipated.

#### TASK 800 - GEOTECHNICAL BORINGS AND INVESTIGATIONS - Omitted

# TASK 900 - UTILITY ENGINEERING INVESTIGATION (CURRENTLY SUBSURFACE UTILITY ENGINEERING):

Limited utility investigation is needed for the major gas lines, transmission lines or utilities that may significantly impact the cost, schedule – due to timeline required for relocation or need for easements.

The Engineer shall obtain available as-builts for utilities in the project area and develop a base map showing Level D utilities.

The Engineer shall perform Level B and Level A SUE for all gas line crossings in the area. 3 test holes per line shall be performed. Estimate 2000 LF Level B SUE and 30 test holes. (10 holes up to 10-ft depth 20 holes up to 15-ft depth.

## A. Designate (Quality Level B)

Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D.

## The Engineer shall:

- 1. As requested by the City compile "As Built" information from plans, plats and other location data as provided by the utility owners.
- 2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.
- 3. Designate, record, and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm drain facilities are to be designated unless authorized by the City. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.
- 4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, shall be prepared and delivered to the City. It is understood by both the Engineer and the City that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the City. This information shall be provided in the latest version of Micro Station or Geopak used by the City. The electronic file will be delivered on CD or DVD, as required by the City. A hard copy is required and must be signed, sealed, and dated by the Engineer. When requested by the City, the designated utility information must be over laid on the City's design plans.
- 5. Determine and inform the State of the approximate utility depths at critical locations as determined by the City. This depth indication is understood by both the Engineer and the City to be approximate only and is not intended to be used preparing the right of way and construction plans.
- 6. Provide a monthly summary of work completed and in process with adequate detail to verify compliance with agreed work schedule.
- 7. Close-out permits as required.
- 8. Clearly identify all utilities that were discovered from quality levels C and D investigation, but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

- 9. Comply with all applicable City policy and procedural manuals.
- B. Subsurface Utility Locate (Test Hole) Service (Quality Level A)

Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

## The Engineer shall:

- 1. Review requested test hole locations and advise the City in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
- 2. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
- 3. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
- 4. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
  - a. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
  - b. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
  - c. Elevation of existing grade over utility at test hole location.
  - d. Horizontal location referenced to project coordinate datum.
  - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
  - f. Utility facility material(s).
  - g. Utility facility condition.
  - h. Pavement thickness and type.
  - i. Coating/Wrapping information and condition.
  - i. Unusual circumstances or field conditions.
- 1. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
- Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, the City and appropriate regulatory agencies. The regulatory agencies include, but are not limited

to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer shall not resume work until the utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for all costs involved in the repair or replacement of the utility facility.

- 3. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
- 4. Furnish and install a permanent above ground marker (as specified by the City, directly above center line of the utility facility.
- 5. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the City.
- 6. Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible Engineer. This information shall be provided in the latest version of Micro Station or Geopak format used by the City. The electronic file will be delivered on C.D or DVD. When requested by the City, the Locate information must be over laid on the City's design plans.
- 7. Return plans, profiles, and test hole data sheets to the City. If requested, conduct a review of the findings with the City.

TASK 1000 - ENVIRONMENTAL ASSESSMENT (EA) - Omitted

Exhibit 420 Page 6 of 6

# ATTACHMENT "B" CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

Firm Name: Consor Engineers, LLC.				
Exhibit D Fee Summary				
Project: NEMAD Feasibility Study				
Method of Payment: Lump Sum				
Task	Consor Engineers LLC	Cobb Fendley	CEA	Total
TASK 100 Program Management & Administation	\$ 96,168.65	- \$	\$ 11,925.00	\$ 108,093.65
TASK 200 - Master Plan (Omitted)	- \$	- \$	· \$	- \$
TASK 300 - Rezoning (Omitted)	- \$	- \$	- \$	- \$
TASK 400 - Traffic Impact Study (Omitted)	- \$	- \$	- \$	- \$
TASK 500 - Land Study (Omitted)	- \$	- \$	- \$	- \$
TASK 600 - Preliminary Engineering (Feasibility Study & Schematic Design)	\$ 766,303.20	- \$	\$ 125,817.76	\$ 892,120.96
TASK 700 – Topographic Surveys	- \$	- \$	- \$	- \$
TASK 800 - Geotechnical Borings and Investigations (Omitted)	- \$	- \$	- \$	- \$
TASK 900 - Utility Engineering Investigation (Currently Subsurface Utility Engineering)	- \$	\$ 22,310.00	- \$	\$ 22,310.00
TASK 1000 – Environmental Assessment (Omitted)	- \$	- \$	- \$	- \$
ODE's	\$ 937.50	- \$	\$ 262.00	\$ 1,199.50
	\$ 863,409.35	\$ 22,310.00	\$	138,004.76 \$ 1,023,724.11

Fee Schedule Breakdown:	akdown:	
Alternatives Analysis Submittal	\$ 255,	255,931.03
<b>Draft Schematic Submittal</b>	;′208 \$	307,117.23
Pre-Final Schematic Submittal	\$ 358;	358,303.44
Final Submittal	\$ 102,3	102,372.41
Total	\$ 1.023.7	1,023,724,11

Firm Name: Consor Engineers, LLC														
Exhibit D : Fee Schedule														
Method of Payment: Lump Sum														
Project: NEMAD Feasibility Study														
						LABOR CLASSIFICATION	SIFICATION							
Item - Task	Senior Project Manager	Quality Manager	Engineer (Senior)	Engineer (Project)	Engineer (Design)	Engineer (Structural)(Se nior)	Engineer in Training II	Senior Scheduler	Engineer Technician Senior	Engineer Technician Junior	CADD Operator - Senior	Admin/Cler Total LOE ical (Hrs)	otal LOE (Hrs)	Total Cost (\$\$)
Contract Rate (Hourly)	\$297.52	\$235.18	\$226.68	\$198.34	\$155.84	\$221.01	\$127.51	\$255.01	\$153.01	\$99.17	\$136.01	\$85.00		
I. MANAGING CONTRACTED ADVANCE PROFESSIONAL ENGINEERING SERVICES														
TASK 100 - Project Management & Administration														
1. Project Team Meetings withj City, TxDOT, Utilities	80		80										160	\$41,935.65
2. Distribution of meeting minutes	48		48									09	156	\$30,261.67
3. Document management	36		36									09	132	\$23,971.33
Task 100 Subtotal	164	0	164	0	0	0	0	0	0	0	0	120	448	\$96,168.65
TASK 600 - Preliminary Engineering														
1. Development of Spur RR alignment options - sheets, cost estimates	20		40	80			60				120		320	\$54,856.37
2. Develop two options for Dyer street Spur crossing	10		20	30			24						84	\$16,519.25
b. Coordinate with UPRR/BNSF/TxDOT	32		40				40						112	\$23,687.98
3. Develop options for Stan Roberts and US 54 intersection	20		40	40	09		40				120		320	\$53,722.97
6. Coordination with TxDOT (Borderland Expressway Connectivity)	20			20									40	\$9,917.22
7. Coordination on drainage with CEA	20			40									09	\$13,884.10
8. ROW Base Map	8		16		20		20				30		94	\$15,754.20
9. Typical Sections	10		15		25		30				40		120	\$19,536.91
10. Engineering Schematic and Sheets (Roadway, bridge, retaining walls, Drainage)	80	80	100	100	300	160	400		300		200		2020	\$332,141.70
a. Review coordinate and incorporate EPW/Proposed Utilities in schematic	12		20	16			20		40				108	\$19,947.77
11. Cross sections and PRD Modeling	10		70	80				40	80				230	\$45,817.53
13. Perliminary Construction Cost Estimate	10		80	80	80	40							290	\$58,284.89
14. Engineering Summary Report	20		40	09	80	40							240	\$48,226.00
15. Exhbit A agreement with UPRR	20		40		80		80				120		340	\$54,006.32
Task 600 Subtotal	292	80	471	546	645	240	714	40	420	0	930	0	4378	\$766,303.20
Total (Labor Classification Hrs, \$\$)	456	80	635	546	645	240	714	40	420	0	930	120	4826	\$862,471.85

CONSOR Engineers, LLC. OTHER DIRECT EXPENSES  Contact Expenses LodgingHotel (Taxes/fees not included) (Current state nate) IndininHotel Taxes/fees (City/State Tax Bate + Venue tax)				
ct Expenses				
LodgingHotel (Taxes/fees not included) (Current state rate)	UNITS	UNITS	RATE	COST
I odging/Hotel Taxes/fees. (City/State Tax Rate + Venue tax)	night		\$98.00	\$0.00
	night		\$30.00	\$0.00
Meals (overnight stay required) (Excluding alcohol)	day		\$36.00	\$0.00
Rental Car (Tax/fees not included)	day		\$90.00	\$0.00
Rental Car Taxes/fees (Current State Tax Rate)	day		\$30.00	\$0.00
Rental Car Fuel (Current rate per gallon)	gallon		\$3.89	\$0.00
Mileage (Current state rate)	mile		\$0.655	\$0.00
SUV or ATV Rental (6+ passengers)	day		\$120.00	\$0.00
Air Travel (Round Trip)	each		\$650.00	\$0.00
Parking	day		\$25.00	\$0.00
Taxi/Cab fare	each		\$50.00	\$0.00
Standard Postage (Current state rate)	letter		\$0.60	\$0.00
Overnight express-letter size	each		\$27.25	\$0.00
Overnight express-oversized box	each		\$38.00	\$0.00
Courier Services	each		\$45.00	\$0.00
8½X11" B/W Paper Copies	each	200	\$0.15	\$75.00
11"X17" B/W Paper Copies	each	200	\$0.25	\$125.00
8/2"X11" Color Paper Copies	each	100	\$1.00	\$100.00
11"X17" Color Paper Copies	each	250	\$1.25	\$312.50
CADD Plotting (B/M)	linear foot		\$1.30	\$0.00
Digital Ortho Plotting	linear foot	100	\$3.25	\$325.00
Law Enforcement/Uniform Officer (including vehicle)	hour/officer		\$150.00	\$0.00
Notebooks	each		\$10.00	\$0.00
Cellular Telephone & Data Plan	each/month		\$90.00	\$0.00
Computer/Laptop/Tablet rental and data plan	each/month		\$125.00	\$0.00
Construction Truck (Includes operation, and maintenance costs, Insurance costs will not be reimbursed)	month		\$1,500.00	\$0.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	day		\$125.00	\$0.00
Construction Truck 4X4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed)	month		\$1,800.00	\$0.00
Construction Truck 4x4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed)	day		\$125.00	\$0.00
PPE (Protective Equipment)	each		\$250.00	\$0.00
Presentation Boards 36" x 48" Color Mounted	each		\$95.00	\$0.00
Newspaper Advertisement	per publication		\$2,000.00	\$0.00
Translator (English ro Spanish, other language as appropriate, or Sign Language) for Public Involvement	event		\$500.00	\$0.00
Translator (English ro Spanish, other language as appropriate, or Sign Language)	hour		\$100.00	\$0.00
Custodian for Public Involvement	hour/custodian		\$50.00	\$0.00
Public Involvement Facility Rental	event		\$1,000.00	\$0.00
Public Notices - Mass Mailing (500 pieces)	per mailing		\$500.00	\$0.00
Printing twelve 3′x5′ display boards for public meetings	Per Meeting		\$600.00	\$0.00
Printing 1000 8.5′ x 11″ full color flyers advertising public meetings	Per Meeting		\$150.00	\$0.00
Social Pinpoint Online Public Involvement Software Project License for virtual public meetings	Per Project		\$1,500.00	\$0.00
UAV (Drone) - For aerial imagery	day		\$120.00	\$0.00
			TOTAL	\$937.50

COODFEIGUEŞ 2025 STANDARU KATE SCHCHUE				•
Direct Labor Classification	Rate	Unit	Quantity	Cost
Senior Engineer I or Project Manager II	\$250.00	Hour	8	\$2,000.00
Engineer III or Project Manager I	\$199.00	Hour		\$0.00
Engineer II	\$172.00	Hour		\$0.00
Engineer I	\$142.00	Hour	4	\$568.00
Graduate Engineer II	\$131.00	Hour		\$0.00
Graduate Engineer	\$110.00	Hour		\$0.00
Sr. Project Coordinator	\$158.00	Hour		\$0.00
Project Coordinator	\$109.00	Hour		\$0.00
Senior Technician III (GIS, Telecom, Utility, CAD, Field)	\$188.00	Hour		\$0.00
Senior Technician II (GIS, Telecom, Utility, CAD, Field)	\$164.00	Hour		\$0.00
Senior Technician I (GIS, Telecom, Utility, CAD, Field)	\$142.00	Hour	12	\$1,704.00
Technician III (GIS, Telecom, Utility, CAD, Field)	\$121.00	Hour		\$0.00
Technician II (GIS, Telecom, Utility, CAD, Field)	\$102.00	Hour		\$0.00
Technician I (GIS, Telecom, Utility, CAD, Field)	\$75.00	Hour		\$0.00
Registered Professional Land Surveyor	\$199.00	Hour	4	\$796.00
2 Person Survey Crew	\$164.00	Hour	∞	\$1,312.00
1 Person Survey Crew	\$119.00	Hour		\$0.00
Administrative	\$119.00	Hour		\$0.00
Clerical	\$91.00	Hour		\$0.00
Field Data Device	\$40.00	Hour/Unit	∞	\$320.00
Designating (Level B)	Rate	Unit	Quantity	Cost
Two-Man Designating Crew (4-Hour Minimum)	\$194.00	Hour		\$0.00
One-Man Designating Crew (4-Hour Minimum)	\$125.00	Hour		\$0.00
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$296.00	Hour		\$0.00
Test Holes (Level A)	Rate	Unit	Quantity	Cost
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	\$359.00	Hour	40	\$14,360.00
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)	\$335.00	Hour		\$0.00
Reimbursable Expenses	Rate	Unit	Quantity	Cost
Mobilization Fee	\$1,000.00	I.S	0.5	\$500.00
Traffic Control	\$1,000.00	ST	0.5	\$500.00
Permitting	\$1,000.00	I.S	0.25	\$250.00
Traffic Control Attenuator	\$1,000.00	ST		\$0.00
Subtotal for Direct Labor \$6,700.00				
Subtotal for SUE LVL B				
Subtotal for SUE LVL A \$14,360.00				
Subtotal for Reimbursables \$1,250.00				
*Rares shown include personnel vehicles & standard eminment necessary to complete the rask				

\*Rates shown include personnel, vehicles & standard equipment neces TOTAL \$22,310.00

CEA Group Project: NEMAD Feasibility Study

TOTAL LABOR COST	60 \$ 11,925.00	16 \$ 3,516.64	8 \$ 1,758.32	8 \$ 1,758.32	8 1,758.32	8 \$ 1,758.32	36 \$ 6,650.04	24 \$ 4,012.56	12 \$ 2,637.48	09		\$11,925.00		824 \$ 125,817.76	824 \$ 125,817.76	96 \$ 14,449.44	48 \$ 7,224.72	680 \$ 104,143.60	- \$ 0	- \$	824		\$125,817.76			884	\$137,742.76	
ADMIN / CLERICAL (ENG)										0	\$84.53	\$0.00	0.00%								0	\$84.53	\$0.00	0.00%		0	\$0.00	
										0	\$0.00	\$0.00	%00'0								0	\$0.00	\$0.00	%00'0		0	\$0.00	
SENIOR CADD OPERATOR										0	\$112.71	\$0.00	0.00%								0	\$112.71	\$0.00	0.00%		0	\$0.00	
ENGINEERING TECHNICIAN										0	\$112.71	\$0.00	%00'0								0	\$112.71	\$0.00	%00'0		0	\$0.00	
SENIOR ENGINEERING TECHNICIAN										0	\$132.43	\$0.00	0.00%			40	20	360			420	\$132.43	\$55,620.60	20.97%		420	\$55,620.60	
DESIGN ENGINEER								16		16	\$140.89	\$2,254.24	26.67%			40	20	180			240	\$140.89	\$33,813.60	29.13%		256	\$36,067.84	
PROJECT										0	\$169.07	\$0.00	0.00%								0	\$169.07	\$0.00	0.00%		0	\$0.00	
SENIOR ENGINEER			8	8		8		8	12	44	\$219.79	\$9,670.76	73.33%			16	8	120			144	\$219.79	\$31,649.76	17.48%		188	\$41,320.52	
SUPPORT										0	\$236.69	\$0.00	0.00%					20			20	\$236.69	\$4,733.80	2.43%		20	\$4,733.80	
Task Description	FASK 100. PROJECT MANAGEMENT	1. Progress Reporting	1.1 Prepare and Submit Monthly Progress Reports	1.2 Prepare and Submit Invoices	2. Coordination/Administration	2.1 Coordinate with City Staff	Deliverables	1. Summaries of all Meetings	2. Monthly Updates, Progress Reports and Invoices	HOURS SUB-TOTALS	CONTRACT RATE PER HOUR	TOTAL LABOR COSTS	% DISTRIBUTION OF STAFF HOURS	FASK 600. PRELIMINARY ENGINEERING (FEASIBLITY STUDIES and SCHEMATIC DESIGN)	7. Hydraulic Impact Studies	1.1 Data Collection	1.2 Field Reconnaissance	1.3 Preliminary Drainage Design and Study			HOURS SUB-TOTALS	CONTRACT RATE PER HOUR	TOTAL LABOR COSTS	% DISTRIBUTION OF STAFF HOURS		TOTAL PROJECT HOURS	PROJECT TOTALS	

# ATTACHMENT "C" CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the project known as "Northeast Advanced Manufacturing Development Phase 1 Design-Build Owner's Representative Bridging Documents" 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.

# ATTACHMENT "D" PAYMENT SCHEDULE

For the project known as "Northeast Advanced Manufacturing Development Phase 1 Design-Build Owner's Representative Bridging Documents", hereinafter referred to as the "Project", the Owner will compensate the Consultant an amount not to exceed \$1,023,724.11 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.

## **Lump Payments to Consultant**

The compensation for each task described in Attachment "A". Payment shall be made as a lump sum after completion of each task. The owner shall make payments upon presentation of the Consultant's detailed invoice and accompaning summary and progress report and Owner's written approval.

<b>Alternatives Analysis Submittal</b>	\$255,931.02
<b>Draft Schematic Submittal</b>	\$307,117.23
<b>Pre-Final Schematic Submittal</b>	\$358,303.44
Final Submittal	\$102,372.41
Total	\$1,023,724.11

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 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> 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**

## ALTERNATIVES ANALYSIS SUBMITTAL

The services called for in the Alternative Analysis Submittal shall be completed within ninety-one (91) consecutive calendar days following the written authorization from the Owner for the Consultant to proceed. Alternatives shall be accompanied of an estimate. Five (5) hard copies of the Preliminary Study and Report shall be submitted in addition to an electronic copy.

#### DRAFT SCHEMATIC SUBMITTAL

The services for in the Draft Schematic Submittal shall be completed within twenty-five (25) consecutive calendar days following written authorization from the Owner for the Consultant to proceed. Five (5) hard copies of the Draft Schematic Submittal shall be submitted in addition to an electronic copy. If Owner does not approve the Draft Schematic Submittal documents, the Consultant shall furnish five (5) copies of the resubmitted design documents.

#### PRE-FINAL SCHEMATIC SUBMITTAL

The services called for in the Pre-Final Schematic Submittal shall be completed within ninety-one (91) consecutive calendar days following the written authorization from the Owner for the Consultant to proceed. Five (5) hard copies of the Pre-Final Schematic Submittal shall be submitted in addition to an electronic copy. If Owner does not approve the Draft Schematic Submittal documents, the Consultant shall furnish five (5) copies of the resubmitted design documents.

## FINAL SUBMITTAL

The services called for in the Final Submittal shall be completed within seventy (70) consecutive calendar days following the written authorization from the Owner for the Consultant to proceed. Five (5) hard copies of the Final Submittal shall be submitted in addition to an electronic copy. If Owner does not approve the Draft Schematic Submittal documents, the Consultant shall furnish five (5) copies of the resubmitted design documents.



#### CERTIFICATE OF LIABILITY INSURANCE

12/31/2023

4/12/2023

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

	SUBROGATION IS WAIVED, subject is certificate does not confer rights				uch en	dorsement(s)		equire an endorsement.	. A sta	atement on
PRO	DUCER Lockton Companies				CONTA NAME:	СТ				
	Three City Place Drive, Suite 9	00			PHONE (A/C, No			FAX		
	St. Louis MO 63141-7081				F_MAII			(A/C, No):		
	(314) 432-0500				ADDRE	88:				
(21) 52 550					INSURER(8) AFFORDING COVERAGE INSURER A : Continental Casualty Company				20443	
									-	
	7115 Consor Engineers, LLC				INSURER B: Great American Insurance Company				-	16691
	15510 Park Kow							ance Co of Hartford	-	20478
	Houston TX 77084					INSURER D: AXIS Surplus Insurance Company				26620
					INSURE	RE:			$\longrightarrow$	
					INSURE	RF:				
				NUMBER: 1747111				REVISION NUMBER:		XXXXX
	HIS IS TO CERTIFY THAT THE POLICIES									
	IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY									
	XCLUSIONS AND CONDITIONS OF SUCH							HEREIN IS SUBJECT TO	ALL I	HE TERMS,
INSR LTR		ADDL	SUBR		DEE.W.		POLICY EXP (MM/DD/YYYY)	LIMITS		
	TYPE OF INSURANCE  V COMMERCIAL GENERAL LIABILITY	INSD		POLICY NUMBER						00.000
A	<del>^</del>	Y	N	7036360752		12/31/2022	12/31/2023	DAMAGE TO RENTED		
	CLAIMS-MADE X OCCUR									00,000
	$\vdash$								\$ 15,0	
	<u> </u>									00,000
	GEN'L AGGREGATE LIMIT APPLIES PER:									00,000
	X POLICY PRO-								,-	00,000
_	OTHER:	-							\$	
A	AUTOMOBILE LIABILITY	Y	N	7036360766		12/31/2022	12/31/2023			00,000
	X ANY AUTO OWNED SCHEDULED									XXXXX
	AUTOS ONLY AUTOS NON-OWNED									XXXXX
	AUTOS ONLY AUTOS ONLY							(Per accident)		XXXXX
		₩	_							XXXXX
В	X UMBRELLA LIAB X OCCUR	N	N	TUE 3274463 03		12/31/2022	12/31/2023			000,000
	EXCESS LIAB CLAIMS-MADE	4								000,000
	DEDRETENTION \$	₩						200	ş XX	XXXXX
ç	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N	7036465081 (AOS)		12/31/2022	12/31/2023	X STATUTE ER		
С	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		7036441749 (CA)		12/31/2022	12/31/2023			00,000
	(Mandatory In NH)									00,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Ь	igsquare						s 1,00	00,000
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		
DE8	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSI	LES (A	CORD	101, Additional Remarks Schedu	le, may b	e attached if more	space is require	od ICV TERMAN REFERENCED		
RE:	Solicitation #2023-0375R Professional Serv	rices N	Jorthe	ast Advanced Manufacturing	Develor	oment Phase I.	The City of El	Paso and Owner are included	d as add	fitional
insu	reds if required by written contract with resp	pect to	Gene	ral Liability and Automobile	Liabilit	per the terms	and conditions	of the policy.		
CE	CERTIFICATE HOLDER CANCELLATION See Attachment									
17471112  The City of El Paso  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVED ACCORDANCE WITH THE POLICY PROVISIONS.										
Capital Improvement Department				AUTHODITED DEDOCATATATAT						
Capital Improvement Department 218 N. Campbell El Paso TX 79901				AUTHORIZED REPRESENTATIVE -						
El Paso TX 79901										

## DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with <u>Title 2, Chapter 2.92, Section 2.92.080</u>

#### 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.
"O t. 'l t "	
"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 i
	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
benefiting	
	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	110/188/280	
District 1		
District 2		S
District 3	143	88 0
District 4	1 300000	5/,//
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:	
Sionainte	10216	

## **Legislation Text**

File #: 24-542, 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**

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 granting Special Permit No. PZST23-00012, to allow for infill development with reductions to minimum lot area and minimum average lot width on the property described as Lot 42, Block 20, Sun Valley Addition Section Three, 5204 Sun Valley Drive, 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: 5204 Sun Valley Dr.

Applicant: Goal Development Group, PZST23-00012

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

AGENDA DATE: April 23, 2024
PUBLIC HEARING DATE: May 21, 2024

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

Nina Rodriguez, (915) 212-1561

**DISTRICT(S) AFFECTED**: District 4

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. PZST23-00012, to allow for infill development with reductions to minimum lot area and minimum average lot width on the property described as Lot 42, Block 20, Sun Valley Addition Section Three, 5204 Sun Valley Drive, 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: 5204 Sun Valley Dr.

Applicant: Goal Development Group, PZST23-00012

#### **BACKGROUND / DISCUSSION:**

The applicant is requesting a special permit for infill development with reductions to minimum lot area and minimum average lot width to allow for duplex use. City Plan Commission recommended 5-1 to approve the proposed special permit on March 21, 2024. As of April 22, 2024, the Planning Division received one (1) email of opposition to the special permit request. See attached staff report for additional information.

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

**************************************	

DEPARTMENT HEAD:

Philip Ctive

ORDINANCE NO.	

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST23-00012, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTIONS TO MINIMUM LOT AREA AND MINIMUM AVERAGE LOT WIDTH ON THE PROPERTY DESCRIBED AS LOT 42, BLOCK 20, SUN VALLEY ADDITION SECTION THREE, 5204 SUN VALLEY DRIVE, 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,** Goal Development Group, have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a duplex use with reductions to minimum lot area and minimum average lot width; 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 R-4 (Residential) Zone District:

Lot 42, Block 20, Sun Valley Addition Section Three, 5204 Sun Valley Drive, City of El Paso, El Paso County, Texas; 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 duplex use with reductions to minimum lot area and minimum average lot width; and,
- 3. That this Special Permit is issued subject to the development standards in the R-4 (Residential) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive

**ORDINANCE NO.** 

HQ24-2361 | Trans# 513835| P&I Special Permit Infill Dev w/Infill reduced setbacks RTA

- Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes; and,
- 4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST23-00012 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,
- 5. 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 Leeser Mayor
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Russell Abeln		Philip Etiwe
Russell T. Abeln		Philip F. Etiwe, Director
Senior Assistant City Attorney		Planning & Inspections Department

#### **AGREEMENT**

Goal Development Group, 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 R-4 (Residential) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 2 day of for , 2024.

Goal Development Group:

By: Francisco Viviegra
(name/title)

ACKNOWLEDGMENT

THE STATE OF TEXAS )
COUNTY OF EL PASO )

This instrument is acknowledged before me on this acknowledged before me on this

Owner.

My Commission Expires:

7-7-2026

Notary Public, State of Texas

PETE ARMENDARIZ
Notary ID #11277307
My Commission Expires
July 7, 2026

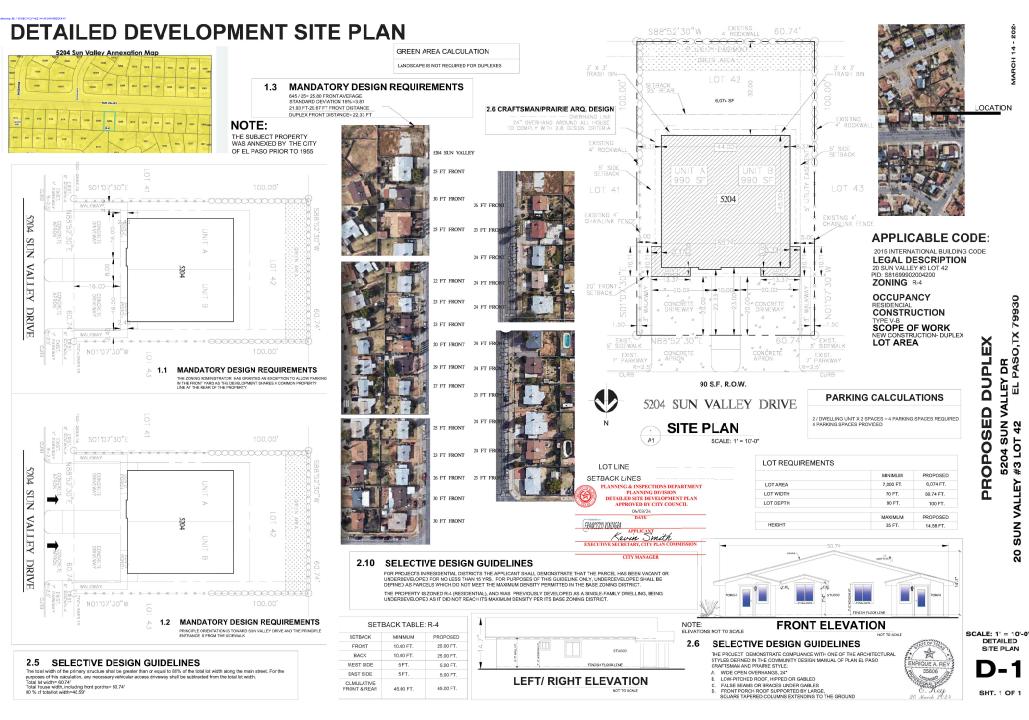
Notary's Printed or Typed Name:

PETE ALMENDARIZ

ORDINANCE NO.

HQ24-2361 | Trans# 513835| P&I Special Permit Infill Dev w/Infill reduced setbacks RTA

Page 3 of 3



# 5204 Sun Valley

City Plan Commission — March 21, 2024

CASE NUMBER: PZST23-00012

CASE MANAGER: Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov

**PROPERTY OWNER:** Goal Development Group

**REPRESENTATIVE:** Luis Contreras

**LOCATION:** 5204 Sun Valley Dr. (District 4)

**PROPERTY AREA:** 0.14 acres **EXISTING ZONING:** R-4 (Residential)

**REQUEST:** Special Permit for Infill Development with reductions to minimum lot

area and minimum average lot width requirements for duplex use in the R-4 (Residential) district and approval of a Detailed Site

Development Plan.

**RELATED APPLICATIONS:** None

**PUBLIC INPUT:** One (1) email of opposition received as of March 14, 2024

**SUMMARY OF REQUEST:** The applicant is requesting a special permit for an infill development with reductions to minimum lot area and minimum average lot width requirements for a duplex in a R-4 (Residential) zone district, and approval of a detailed site development plan.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of special permit for infill development with reductions to minimum lot area and minimum average lot width requirements for a duplex in the R-4 (Residential) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed use is consistent 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 detailed site development plan approval for infill development with reductions to minimum lot area and minimum average lot width requirements for a duplex in the R-4 (Residential) district. The detailed site development plan shows a 1,980 square-foot, one-story duplex with a maximum height of 14.58 feet. The table below provides a detailed summary of the requested lot requirement modifications. The detailed site development plan complies with all other applicable standards. Vehicular access to the subject property is provided from Sun Valley Drive.

The following table summarizes the requested reductions:

R-4 (Residential) Zone District - Duplex			
Density/Dimensional Standard Required Proposed			
Lot Area (min.)	7,000 Square Feet	6,074 Square Feet	
Lot Width (average min.)	70 Feet	60.74 Feet	

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY		
CODE SECTION 20.10.280)		
Criteria	Does the Request Comply?	
<b>Location Criteria:</b> An infill development may be located on any parcel of land which meets at least one of the location criteria.	Yes. the subject property was annexed into the City of El Paso in 1953, prior to 1955. This satisfies Mandatory Requirement 20.10.280.B.3 of the El Paso City Code.	
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. The applicant has been granted an exception to Section 20.10.280 (C)(1.i.1.d) as the development shares a common property line at the rear of the property.	
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 duplex is oriented towards Sun Valley Drive (main street), with pedestrian access from the same street.	
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 subject property is located in an R-4 (Residential) district, abutting other existing residential developments with an average setback of 25.8 feet for all lots within the same block. The site plan shows a 22.3-foot front setback (within the deviation of 15% of the average setback requirement).	
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 proposed width of the duplex is 50.74 feet, which is greater than 80% of the lot width of 60.74 feet.	

**Selective Design Requirement 2.6:** The project shall demonstrate compliance with one of the architectural styles defined in the Community Design Manual of *Plan El Paso*.

Yes. The elevations and site plan demonstrate compliance with the craftsman and prairie architectural styles as defined in the Community Design Manual of *Plan El Paso*.

Selective Design Requirement 2.10: For projects in residential districts, the applicant shall demonstrate that the parcel has been vacant or underdeveloped for no less than 15 years. For purposes of this guideline only, underdeveloped shall be defined as parcels which do not meet the maximum density permitted in the base zoning district.

Yes. A single-family dwelling was present on the subject property between 2009 and 2018 according to GIS aerial imagery. The property is considered underdeveloped as it has not reached its maximum density as per the R-4 (Residential) zoning district.

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. Aside from the required minimum lot area and minimum average lot width reductions requested, the detailed site development plan demonstrates compliance with all applicable standards of the El Paso City Code.	
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request is in accordance with the recommendations of <i>Plan El Paso</i> and the G-3, Post-war Future Land Use Designation.	
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Sun Valley Drive, a minor arterial as classified on the City of El Paso's Major Thoroughfare Plan (MTP). Vehicular and pedestrian access is provided from Sun Valley Drive, which is adequate to support duplex use.	
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. There are no anticipated adverse or negative impacts on adjacent properties from the development.	
5. The design of the proposed development mitigates substantial environmental problems.	N/A. There are no known environmental problems in the area that require mitigation.	
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The development complies with landscaping requirements of the El Paso City Code.	
7. The proposed development is compatible with adjacent structures and uses.	Yes. Duplex use is compatible with other existing uses and building configurations in the immediate area.	
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The duplex is similar in use and intensity to adjacent properties. No impact on adjacent properties is anticipated.	

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?	
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:  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.	Yes. The subject property and proposed duplex meet the intent of the G-3 Future Land Use Map designation as the use supplements the housing stock of the area, which is appropriate for the land use designation.	
compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:  R-4 (Residential) District: The purpose of this district 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.	Yes. Duplex use is permitted by right in the R-4 (Residential) district and is compatible with surrounding properties.	
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY A THE FOLLOWING FACTORS:	ND SURROUNDING PROPERTY, AFTER EVALUATING	
Historic District or Special Designations & Study Area	The subject property is not within any historic districts	
<b>Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	or study area plan boundaries.	
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the request.	There are no anticipated adverse impacts.	
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.	
<b>Stability:</b> Whether the area is stable or in transition.	The area is stable as there have not been any rezoning cases in the area within the last 10 years.	
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The development will keep the existing zoning district. The subject property resides in an older, stable area of the city and incorporates the use of duplex in an area mostly comprised of single-family properties.	

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The subject property fronts on Sun Valley Drive, a minor arterial as designated in the City of El Paso's Major Thoroughfare Plan (MTP). Vehicular access to the subject property is provided from Sun Valley Drive, and pedestrian access is provided from the sidewalk along Sun Valley Drive. There are two (2) bus stops located within a five-minute walking distance (0.25 mile) from the subject property. The closest bus stop is located approximately 0.20 miles away on the southwest corner of Rushing Drive and Peacock Lane. The existing infrastructure and services are adequate to serve a duplex use.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments from reviewing departments.

**PUBLIC COMMENT:** The subject property does not lie within the boundaries of any recognized neighborhood associations. Property owners within 300 feet of the subject property were notified of the special permit request on February 23, 2024. As of March 14, 2024, the Planning Division received one (1) email in opposition to the special permit request.

**RELATED APPLICATIONS:** None.

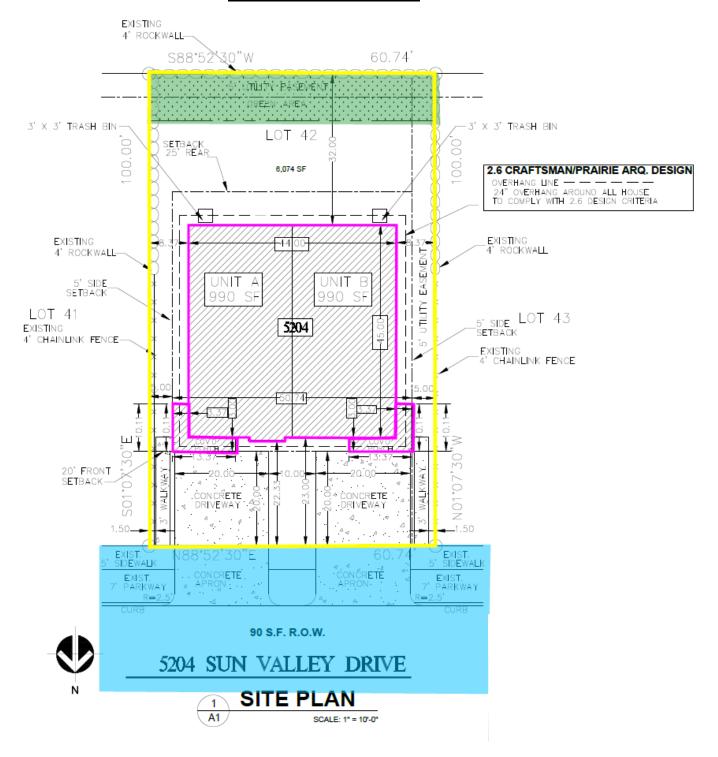
**CITY PLAN COMMISSION OPTIONS:** The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

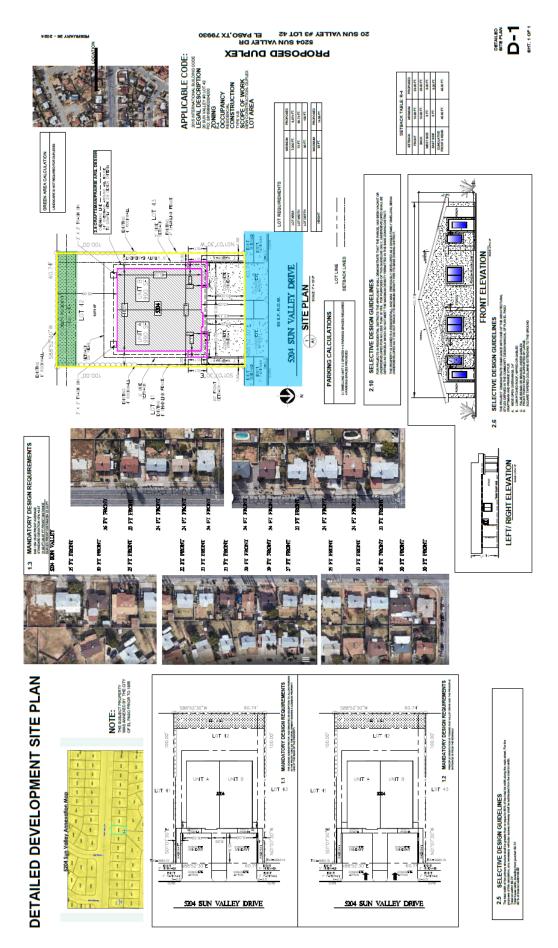
- 1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 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 Plan
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map
- 5. Public Comment







#### <u>Planning and Inspections Department - Planning Division</u>

Staff recommends approval.

#### Planning and Inspections Department - Plan Review & Landscaping Division

Recommend approval, no objections.

#### <u>Planning and Inspections Department – Land Development</u>

Recommend approval, no objections to proposed site plan.

#### **Fire Department**

Recommend approval, no adverse comments.

#### **Police Department**

No comments received.

#### **Environment Services**

No comments received.

#### **Streets and Maintenance Department**

No objections.

#### Sun Metro

No comments received.

#### **El Paso Water**

EPWater does not object to this request.

#### **EPWU-PSB Comments**

There is an existing 12-inch diameter water main extending along Sun Valley Dr. approximately 20.5-feet south of the northern right of way line. This water main is available for service.

EPWater records indicate an active 3/4-inch water meter serving the subject property. The service address for this meter is 5204 Sun Valley Dr.

Previous water pressure readings from fire hydrant # 5419 located at the northeast corner of the intersection of Shoshone St. and Sun Valley Dr. have yielded a static pressure of 78 pounds per square inch, a residual pressure of 60 pounds per square inch, and a discharge flow of 856 gallons per minute.

#### **Sanitary Sewer**

There is an existing 12-inch diameter sanitary sewer main approximately 40-feet north of the southern right-of-way line. This sanitary sewer main is available for service.

#### General

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

#### Stormwater:

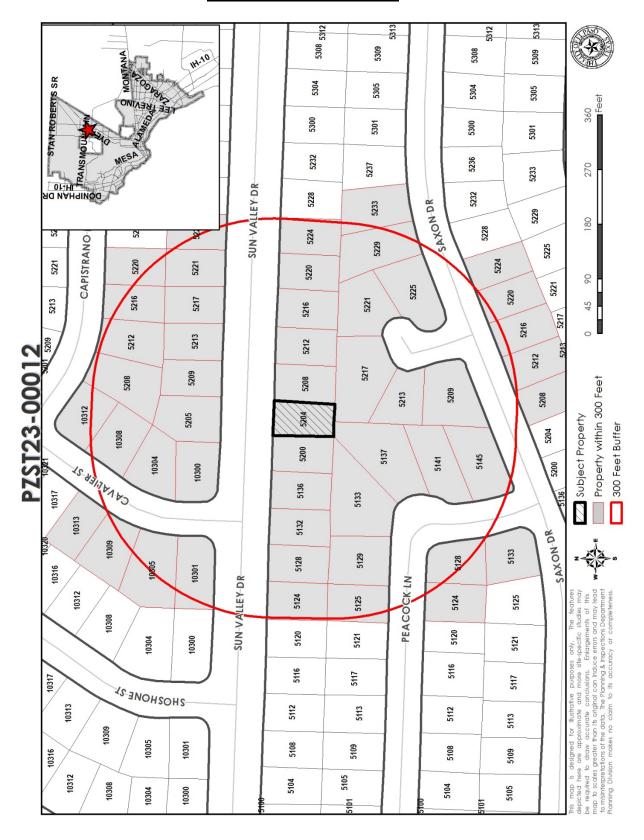
No comments received.

#### **Texas Department of Transportation**

No comments received.

### El Paso County Water Improvement District #1

No comments received.



 From:
 Erica Hannigan

 To:
 Rodriguez, Nina A.

 Subject:
 City Plan Commission

Date: Wednesday, March 6, 2024 8:14:14 PM

You don't often get email from ericahannigan@yahoo.com. Learn why this is important

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use Phish Alert or forward to SpamReport@elpasotexas.gov.

To Whom it may concern,

I am a bit concerned about the duplex been built across from our single family home.

When a residential neighborhood is rezoned for multi-family use, or a duplex it can have varying effects on the house value. On one hand, the increased density and potential for more housing units could drive up house values. On the other hand, some homeowners may be concerned about potential issues such as increased traffic, noise, and changes in the neighborhood's character, which could potentially lower house values.

We already have plenty of traffic and noise because of the high school and the elementary school. As a long time resident I would not like to see my taxes go any higher. We are happy in our neighborhood. Where would they park?

Why ask now how we feel about it when the duplex has already been built?

Thank you, Rita Olivarez 5205 Sun Valley Drive PZST23-00012 5204 Sun Valley 
 From:
 Luis F Contreras

 To:
 ericahannigan@yahoo.com

 Subject:
 5204 SUN VALLEY

Date: Thursday, March 21, 2024 9:52:05 AM

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use Phish Alert or forward to SpamReport@elpasotexas.gov.

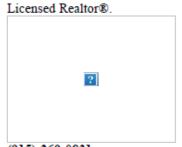
#### Good morning Rita,

I introduce myself, my name is Luis F. Contreras and I am responsible for the property that is being built at 5204 Sun Valley, where there was previously another construction that was demolished. Nina Rodriguez from the city offices told me that you had some concerns about this, so I would like to call or visit you to clarify this issue.

I leave you my phone number, this is my email, and anyway I'm going to stop by at noon today, hopefully I can see you.

Best Regards!!!

## Luis F. Contreras



(915)-269-0831 5925 Silver Springs. Suite A. El Paso, Tx. 79912 FB: @LFCREALTOR

https://drive.google.com/file/d/120f-BDWQQdzsT1SDf3AYTZ65TzDWX9eJ/view

#### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with <u>Title 2, Chapter 2.92, Section 2.92.080</u>

#### 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 FRANCISCO VINIEGRA

Business Name GOAL DEVELOPMENT GROUP INC

Agenda Item Type SPECIAL PERMIT

Relevant Department PLANNING & INSPECTIONS

Disclosi	ure Affirmation: Please check the appropriate box below to indicate whether you have made campaign
contribut	tions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s)
or term(s	s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.
<b>~</b>	I have <b>NOT</b> 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	1/0/18/2	
District 1	B B	
District 2		
District 3	138	
District 4	1 200000	
District 5		
District 6	A A	5
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: _	FRANCISCO VINIAGRA	Date: _	03/24/24
1			



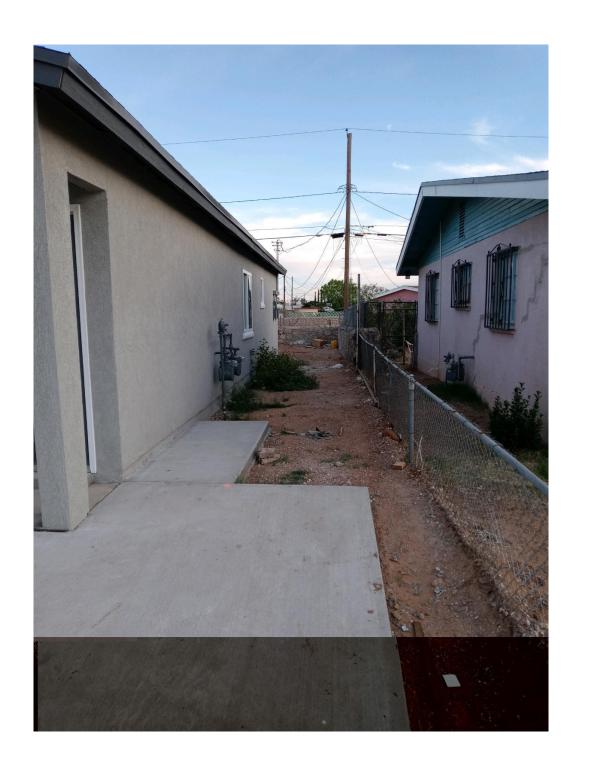
Special Permit PZST23-00012 5204 Sun Valley Drive District 4 Representative Joe Molinar Back-up photos

An alexander









## El Paso, TX

### Legislation Text

File #: 24-657, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

An Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Section 5.03.010 (Compliance Required) to remove the Downtown Management District exemption and Section 5.03.020 (Definitions) to amend the definition of residential property of the El Paso City Code; the penalty as provided in 5.03.130 of the El Paso City Code.

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

AGENDA DATE: May 7, 2024 PUBLIC HEARING DATE: May 21, 2024

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

Tony De La Cruz, (915) 212-1589

**DISTRICT(S) AFFECTED**: All Districts

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

**SUBGOAL:** 3.1 Provide business friendly permitting and inspection process

3.2 Set one standard for infrastructure across the city

#### **SUBJECT:**

An Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Section 5.03.010 (Compliance Required) to remove the Downtown Management District exemption and Section 5.03.020 (Definitions) to amend the definition of residential property of the El Paso City Code; the penalty as provided in 5.03.130 of the El Paso City Code.

#### **BACKGROUND / DISCUSSION:**

On April 23, 2024, City Council directed the City Attorney to amend El Paso City Code Chapter 5.03 (Amplified Sound Permit) to remove the Downtown Management District exemption from Chapter 5.03 of the City Code.

#### PRIOR COUNCIL ACTION:

See Background/Discussion

#### 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***************	
<b>DEPARTMENT HEAD:</b>		
	Philip Eiwe	

ORDINANCE	NO.
URDINANCE	NO

AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS), CHAPTER 5.03 (AMPLIFIED SOUND PERMIT), SECTION 5.03.010 (COMPLIANCE REQUIRED) TO REMOVE THE DOWNTOWN MANAGEMENT DISTRICT EXEMPTION AND SECTION 5.03.020 (DEFINITIONS) TO AMEND THE DEFINITION OF RESIDENTIAL PROPERTY OF THE EL PASO CITY CODE; THE PENALTY AS PROVIDED IN 5.03.130 OF THE EL PASO CITY CODE.

WHEREAS, City Code Title 5 (Business License and Permit Regulations) contains various sections regarding permits for various topics;

**WHEREAS,** on February 26, 2019, City Council enacted Ordinance 018907 establishing a Sound Amplification Permit;

**WHEREAS,** on April 23, 2024, City Council directed proposed amendments to Chapter 5.03 of the City Code to remove the Downtown Management District exemption from Chapter 5.03 of the City Code; and

**WHEREAS,** City Council now desires to amend Title 5 of the City Code in order to improve the Sound Amplification Permit function and process.

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

**SECTION 1.** That Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Section 5.03.010 (Compliance required), is hereby amended to read as follows:

#### 5.03.010 Compliance required.

- A. An establishment regulated by this chapter must be in possession of a permit allowed by this chapter when emitting sound at any outdoor area at the premises covered by said permit.
- B. All persons subject to regulation by this Chapter 5.03 shall also comply with all applicable state law including Texas Penal Code Chapter 42.01.

**SECTION 2.** That Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Section 5.03.020 (Definitions), subsection H, is hereby amended to read as follows:

#### 5.03.020 Definitions.

The following words shall have the following meanings:

H. "Residential property" means a parcel of real property which is developed and used in part or in whole for human habitation, including transient uses such as hotels and motels.

Page 1 of 2

**SECTION 3.** Except as herein amended, Title 5 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:	Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Suitely 3	Philip Tiwe Philip F. Etiwe, Director
Eric Gutierrez	Philip F. Etiwe, Director
Senior Assistant City Attorney	Planning and Inspections Department

### **REDLINES**

#### 5.03.010 - Compliance required.

A .An establishment regulated by this chapter must be in possession of a permit allowed by this chapter when emitting sound at any outdoor area at the premises covered by said permit.

B. This chapter shall not apply to establishments north of Paisano Drive that are within the designated boundaries of the Downtown Management District, as created by resolution dated September 3, 1996, as amended. A copy of the boundaries of the Downtown Management District, with said amendments is attached hereto as Exhibit "A" and incorporated herein by reference.

€B. All persons subject to regulation by this Chapter 5.03 shall also comply with all applicable state law including Texas Penal Code Chapter 42.01.

#### 5.03.020 - Definitions.

The following words shall have the following meanings:

H. "Residential property" means a parcel of real property which is developed and used in part or in whole for human habitation, other than including transient uses such as hotels and motels.

## El Paso, TX

## **Legislation Text**

File #: 24-616, 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**

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.

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as The North 140 ft. of Lot 7, Block 4, Buena Vista Addition, El Paso County, Texas, to the City of El Paso ("City"), in accordance with Section 34.05(h) of the Tax Code.

Offer originated from The El Paso Municipal Drainage Utility, by and through El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation ("EPWater").

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

AGENDA DATE: May 7, 2024

**PUBLIC HEARING DATE: May 21, 2024** 

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

**DISTRICT(S) AFFECTED: District No. 8** 

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

#### **SUBJECT:**

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to the City of El Paso, to the following and described parcel:

The North 140 ft. of Lot 7, Block 4, Buena Vista Addition, an addition to the City El Paso, El Paso County, Texas, as described as Parcel 2, in Volume 2451, Page 1456, Official Public Records of Real Property of El Paso County, Texas; SAVE & EXCEPT however, that certain 0.138-acre tract described in Volume 1719, Page 299, Deed Records of El Paso County, Texas, leaving herein a residue of 0.1607 acres, more or less.

Offer originated from The El Paso Municipal Drainage Utility, by and through El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation ("EPWater").

In accordance with Section 34.05 (h) of the Tax Code. Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

#### **BACKGROUND / DISCUSSION:**

The property being sold is referred to as a "struck off" property because it was bid off to the City at a tax sale when no bids were received. An offer has been made to purchase the properties for the full amount of the opening bid at the time of sale.

#### PRIOR COUNCIL ACTION:

Council has considered this type of item previously.

#### **AMOUNT AND SOURCE OF FUNDING:**

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ✓ YES \_\_NO

PRIMARY DEPARTMENT: Tax Office SECONDARY DEPARTMENT: N/A

DEPARTMENT HEAD: Varia O Pacillas

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

Revised 04/09/2021 465

ORDINANCE NO.	

**AN ORDINANCE** authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as The North 140 ft. of Lot 7, Block 4, Buena Vista Addition, El Paso County, Texas, to the **City of El Paso** ("City"), in accordance with Section 34.05(h) of the Tax Code.

WHEREAS, by Sheriff's Sale conducted on November 1, 2011, the below described property was struck off to the City of El Paso, as Trustee, pursuant to a delinquent tax foreclosure decree of the County Court at Law No.6, El Paso County, Texas and

**WHEREAS**, the sum of <u>TWO THOUSAND SIX HUNDRED FORTY-THREE</u> and <u>00/00 DOLLARS</u> (\$2,643.00) has been tendered by the **City** for the purchase of said property pursuant to Section 34.05(h)(2), Texas Tax Code Ann. (Vernon, 1996),

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

That the City Manager is hereby authorized to execute a Quitclaim (Tax Resale) Deed conveying to **City**, all of the right, title, and interest of the City of El Paso as Trustee, and all other taxing units interested in the tax foreclosure judgment in the following described real property:

The North 140 ft. of Lot 7, Block 4, Buena Vista Addition, an addition to the City El Paso, El Paso County, Texas, as described as Parcel 2, in Volume 2451, Page 1456, Official Public Records of Real Property of El Paso County, Texas; SAVE & EXCEPT however, that certain 0.138-acre tract described in Volume 1719, Page 299, Deed Records of El Paso County, Texas, leaving herein a residue of 0.1607 acres, more or less.

day of, 2024.
CITY OF EL PASO:
Oscar Leeser Mayor
APPROVED AS TO CONTENT:  Maria O. Pasillas, RTA

Tax Assessor-Collector

Assistant City Attorney

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from any instrument that transfers an interest in Real Property before it is filed for record in the public records: your social security number or your driver's license number.

#### TAX RESALE DEED

X

STATE OF TEXAS

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF EL PASO

X

That the City of El Paso, Trustee, acting through its City Manager, hereunto duly authorized by resolution and order of the governing body of said City, which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of \$2,643.00 cash in hand paid by

City of El Paso P.O. Box 1890 El Paso, TX 79950

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor as Trustee and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. 2018DTX0480; in the district court of said county, said property being located in El Paso County, Texas, and described as follows:

The North 140 ft. of Lot 7, Block 4, Buena Vista Addition, an addition to the City of El Paso, El Paso County, Texas, as described as Parcel 2, in Volume 2451, Page 1456, Official Public Records of Real Property of El Paso County, Texas; SAVE & EXCEPT however, that certain 0.138 acre tract described in Volume 1719, Page 299, Deed Records of El Paso County, Texas, leaving herein a residue of 0.1607 acres, more or less.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this

sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, IN THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

ESTA VENTA SE LLEVA ACABO DE CONFORMIDAD CON LOS REQUISITOS JUDICIALES O ESTABLECIDOS POR LA LEY. EL CONDADO DE EL PASO Y EL DEPARTAMENTO DEL SHERIFF SOLO ACTUAN COMO VÍA DE INFORMACIÓN. LOS INTERESADOS HARAN OFERTAS SOBRE LOS DERECHOS, TÍTULO, E INTERESES, SI ES QUE LOS HAY, EN EL INMUEBLE OFRECIDO.

LA PROPIEDAD SE VENDE COMO ESTA, DONDE ESTA, Y SIN GARANTÍA ALGUNA, YA SEA EXPRESA O IMPLÍCITA. NI EL CONDADO NI EL DEPARTAMENTO DEL SHERIFF GARANTIZA O HACE ALGUNA REPRESENTACIÓN ACERCA DEL TÍTULO DE LA CONDICIÓN, PROPIEDAD, SU HABITABILIDAD, COMERCIALIZACIÓN, O SU ADECUACIÓN PARA ALGÚN PROPÓSITO EN PARTICULAR. LOS COMPRADORES ASUMEN TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES SE ASUME QUE UN LOTE DE 5 ACRES O MENOS ES PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE AGUA O SERVICIO DE DESAGÜE, LA

# PROPIEDAD NO CALIFICA PARA USO RESIDENCIAL. EL POSIBLE COMPRADOR QUE QUIERA MÁS INFORMACIÓN DEBERÁ HACER MÁS INDAGACIONES O CONSULTAR CON UN ABOGADO PRIVADO.

IN TESTIMONY WHEREOF the Control of	ity of El Paso, Trustee, has caused these presents to be , 20
	CITY OF EL PASO, TRUSTEE
	BY:
	Printed Name: Cary Westin Interim City Manager
STATE OF TEXAS	X
COUNTY OF EL PASO	$\mathbf{X}$
This instrument was acknown, 20 Paso.	wledged before me on this day of, by Cary Westin, Interim City Manager, of the City of El
	Notary Public, State of Texas Commission Expires:
After recording return to:	
City of El Paso P.O. Box 1890 El Paso, TX 79950	

## El Paso, TX

### Legislation Text

File #: 24-617, 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

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.

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as Tract 2-P-2-B, Block 6, Ascarate Grant, El Paso County, Texas, as described in Volume 2948, Page 1719, Official Records of El Paso County, Texas, to the City of El Paso ("City"), in accordance with Section 34.05(h) of the Tax Code.

Offer originated from The El Paso Municipal Drainage Utility, by and through El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation ("EPWater").

AGENDA DATE: May 7, 2024

**PUBLIC HEARING DATE: May 21, 2024** 

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

**DISTRICT(S) AFFECTED: District No. 7** 

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

#### **SUBJECT:**

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to the City of El Paso, to the following and described parcel:

Tract 2-P-2-B, Block 6, Ascarate Grant, El Paso County, Texas, as described in Volume 2948, Page 1719, Official Records of El Paso County, Texas.

Offer originated from The El Paso Municipal Drainage Utility, by and through El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation ("EPWater").

In accordance with Section 34.05 (h) of the Tax Code. Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

#### **BACKGROUND / DISCUSSION:**

The property being sold is referred to as a "struck off" property because it was bid off to the City at a tax sale when no bids were received. An offer has been made to purchase the properties for the full amount of the opening bid at the time of sale.

#### PRIOR COUNCIL ACTION:

Council has considered this type of item previously.

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ✓ YES NO

PRIMARY DEPARTMENT: Tax Office SECONDARY DEPARTMENT: N/A

**DEPARTMENT HEAD:** 

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

Revised 04/09/2021 471

ORDINANCE NO.	
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**AN ORDINANCE** authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as Tract 2-P-2-B, Block 6, Ascarate Grant, El Paso County, Texas, as described in Volume 2948, Page 1719, Official Records of El Paso County, Texas, to the **City of El Paso** ("**City**"), in accordance with Section 34.05(h) of the Tax Code.

**WHEREAS**, by Sheriff's Sale conducted on November 1, 2011, the below described property was struck off to the City of El Paso, as Trustee, pursuant to a delinquent tax foreclosure decree of the **County Court at Law No.6**, El Paso County, Texas and

WHEREAS, the sum of <u>FOUR THOUSAND ONE HUNDRED AND THIRTY-EIGHT</u> and 00/00 DOLLARS (\$4,138.00) has been tendered by the **City** for the purchase of said property pursuant to Section 34.05(h)(2), Texas Tax Code Ann. (Vernon, 1996),

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

That the City Manager is hereby authorized to execute a Quitclaim (Tax Resale) Deed conveying to the City, all of the right, title, and interest of the City of El Paso as Trustee, and all other taxing units interested in the tax foreclosure judgment in the following described real property:

Tract 2-P-2-B, Block 6, Ascarate Grant, El Paso County, Texas, as described in Volume 2948, Page 1719, Official Records of El Paso County, Texas.

PASSED AND APPROVED THIS	day of	, 2024.
	CITY OF EL PASO:	
A TEMPE CITE	Oscar Leeser Mayor	
ATTEST:		
Laura Prine City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
	Maria O. Pasillas	
Oscar Gomez	Maria O. Pasillas, RTA	
Assistant City Attorney	Tax Assessor-Collector	

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from any instrument that transfers an interest in Real Property before it is filed for record in the public records: your social security number or your driver's license number.

#### TAX RESALE DEED

STATE OF TEXAS

 $\mathbf{X}$ 

X KNOW ALL MEN BY THESE PRESENTS

**COUNTY OF EL PASO** 

X

That the City of El Paso, Trustee, acting through its City Manager, hereunto duly authorized by resolution and order of the governing body of said City, which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of \$4,138.00 cash in hand paid by

City of El Paso P.O. Box 1890 El Paso, TX 79950

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor as Trustee and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. 2009TX941; in the district court of said county, said property being located in El Paso County, Texas, and described as follows:

## Tract 2-P-2-B, Block 6, Ascarate Grant, El Paso County, Texas, as described in Volume 2948, Page 1719, Official Records of El Paso County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, IN THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

\*\*\*\*\*\*\*\*\*\*\*\*\*

ESTA VENTA SE LLEVA ACABO DE CONFORMIDAD CON LOS REQUISITOS JUDICIALES O ESTABLECIDOS POR LA LEY. EL CONDADO DE EL PASO Y EL DEPARTAMENTO DEL SHERIFF SOLO ACTUAN COMO VÍA DE INFORMACIÓN. LOS INTERESADOS HARAN OFERTAS SOBRE LOS DERECHOS, TÍTULO, E INTERESES, SI ES QUE LOS HAY, EN EL INMUEBLE OFRECIDO.

LA PROPIEDAD SE VENDE COMO ESTA, DONDE ESTA, Y SIN GARANTÍA ALGUNA, YA SEA EXPRESA O IMPLÍCITA. NI EL CONDADO NI EL DEPARTAMENTO DEL SHERIFF GARANTIZA O HACE ALGUNA REPRESENTACIÓN ACERCA DEL TÍTULO DE LA PROPIEDAD, SU CONDICIÓN, HABITABILIDAD, COMERCIALIZACIÓN, O SU ADECUACIÓN PARA ALGÚN PROPÓSITO EN PARTICULAR. LOS COMPRADORES ASUMEN TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES SE ASUME QUE UN LOTE DE 5 ACRES O MENOS ES PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE AGUA O SERVICIO DE DESAGÜE, LA PROPIEDAD NO CALIFICA PARA USO RESIDENCIAL. EL POSIBLE COMPRADOR QUE QUIERA MÁS INFORMACIÓN DEBERÁ HACER MÁS INDAGACIONES O CONSULTAR CON UN ABOGADO PRIVADO.

IN TESTIMONY WHEREOF the City executed this day of	y of El Paso, Trustee, has caused these presents to be, 20
	CITY OF EL PASO, TRUSTEE
	By:
	Printed Name: Cary Westin Interim City Manager
ACK	NOWLEDGEMENT
STATE OF TEXAS	X
COUNTY OF EL PASO	X
	nowledged before me on this day of , by Cary Westin, Interim City Manager, of the City
	Notary Public, State of Texas Commission Expires:
After recording return to:	
City of El Paso P.O. Box 1890 El Paso, TX 79950	

### **Legislation Text**

File #: 24-676, Version: 2

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

City Manager's Office, Omar Martinez, (915) 479-0341 City Manager's Office, Ian Voglewede, (915) 299-9409 International Bridges, Roberto Tinajero, (915) 212-7509

#### AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the submission of an application to the U.S. Department of Energy (DOE) Local Government Energy Program: Communities Sparking Investment in Transformative Energy (C-SITE) requesting funds in the amount of \$3,000,000.00, with a 5% match of \$160,000.00 from the City, for the Paso del Norte Port of Entry Microgrid Project; and authorizing the City Manager, or designee, to make any budget transfer necessary in regards to the City's matching project funds in the amount of \$160,000.00 from the International Bridges Department P3 Fund in order to effectuate the Paso del Norte Port of Entry Microgrid Project; authorizing the City Manager, or designee, to sign any documents necessary for the proper submission of said application; authorizing the City Manager, or designee, to sign any documents necessary to accept a grant resulting from said application, after consultation with the City Attorney's Office; and authorizing the City Manager, or designee, to sign any documents related to a grant resulting from the application, including, but not limited to, revisions to the project scope, revisions that increase, decrease or deobligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant; and to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.

AGENDA DATE: May 21, 2024

**PUBLIC HEARING DATE:** N/A

CONTACT PERSON(S) NAME

AND PHONE NUMBER:

Omar Martinez, Grants & Strat. Initiatives Manager, 915-479-0341 Roberto Tlinajero, International Bridges Director, 915-212-7509 Ian Voglewede, Strat. and Legislative Affairs Director, 915-299-9409

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: No. 1: Cultivate an Environment Conducive to Strong, Economic

**Development** 

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

#### **SUBJECT:**

Discussion and action on a Resolution authorizing the submission of an application to the U.S. Department of Energy (DOE) Local Government Energy Program: Communities Sparking Investment in Transformative Energy (C-SITE) requesting funds in the amount of \$3,000,000.00, with a 5% match of \$160,000.00 from the City, for the Paso del Norte Port of Entry Microgrid Project.

#### **BACKGROUND / DISCUSSION:**

The City of El Paso is requesting \$3 million from the U.S. DOE C-SITE program for the Paso del Norte Port of Entry Microgrid Project matched by \$160,000 (5%) from the International Bridges Department P3 Fund. The Project involves constructing a small-scale solar microgrid network with photovoltaic (PV) panels, a battery storage system, and transmission line to the Chihuahuita Recreation Center. The Project will be located at a City-owned parking lot located on 1002 S. Santa Fe Street.

The Project will ensure energy resilience and provide a continuous supply of energy in the event of an energy disruption or emergency for critical infrastructure at the Paso del Norte Port of Entry. The Project will also result in energy savings for City operations at the port of entry and Chihuahuita Recreation Center for lighting and HVAC. Project development is being performed in partnership with the U.S. DOE National Renewable Energy Laboratory (NREL) as part of a DOE 2023 Communities LEAP Technical Assistance grant award.

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

\$160,000 International Bridges P3 Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_NO

PRIMARY DEPARTMENT: Strategic and Legislative Affairs

**SECONDARY DEPARTMENT: International Bridges** 

**DEPARTMENT HEAD:** lan Voglewede

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

Revised 04/09/2021

#### RESOLUTION

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

THAT the City of El Paso City Council authorizes the submission of a grant application to the U.S. Department of Energy (DOE) Local Government Energy Program: Communities Sparking Investment in Transformative Energy (C-SITE) requesting funds in the amount of \$3,000,000, with a 5% match of \$160,000 from the City for the Paso del Norte Port of Entry Microgrid Project ("Application");

**THAT** the City Manager, or designee, is authorized to make any budget transfer necessary in regards to the City's matching project funds in the amount of \$160,000 from the International Bridges Department P3 Fund in order to effectuate the Paso del Norte Port of Entry Microgrid Project;

**THAT** the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application;

**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;

**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, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant; and

**THAT** the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

APPROVED this	day of	2024.
		CITY OF EL PASO:
		Oscar Leeser, Mayor
ATTEST:		
Laura D. Prine, City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:

Juan Gonzalez Assistant City Attorney

24-2733-TRAN 524103 Resolution – DOE FY24 C-SITE JSG Ian Voglewede, Director Strategic and Legislative Affairs

Stephen San Voglewede

### Legislation Text

File #: 24-679, Version: 2

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

City Manager's Office, Omar Martinez, (915) 479-0341 City Manager's Office, Ian Voglewede, (915) 299-9409

#### AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the submission of an application to the U.S. Environmental Protection Agency (EPA) Clean Ports Program: Climate and Air Quality Planning Competition requesting funds in the amount of \$3,000,000.00, with no match required from the City, for the Ysleta International Port of Entry and Santa Fe Railyard Project Development Study; and authorizing the City Manager, or designee, to sign any documents necessary for the proper submission of said application; authorizing the City Manager, or designee, to sign any documents necessary to accept a grant resulting from said application, after consultation with the City Attorney's Office; and authorizing the City Manager, or designee, to sign any documents related to a grant resulting from the application, including, but not limited to, revisions to the project scope, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant; and to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.

AGENDA DATE: May 21, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME

AND PHONE NUMBER:

Omar Martinez, Grants & Strat. Initiatives Manager, 915-479-0341 lan Voglewede, Strat. and Legislative Affairs Director, 915-299-9409

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: No. 1: Cultivate an Environment Conducive to Strong, Economic

**Development** 

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

#### SUBJECT:

Discussion and action on a Resolution authorizing the submission of an application to the U.S. Environmental Protection Agency (EPA) Clean Ports Program: Climate and Air Quality Planning Competition requesting funds in the amount of \$3,000,000.00, with no match required from the City, for the Ysleta International Port of Entry and Santa Fe Railyard Project Development Study.

#### **BACKGROUND / DISCUSSION:**

The City of El Paso is requesting \$3 million from the U.S. EPA Clean Ports program for the Ysleta International Port of Entry and Santa Fe Railyard Project Development Study to complete a port expansion feasibility analysis, infrastructure electrification and resiliency inventory, Benefit-Cost Analysis (BCA), Community Multiscale Air Quality (CMAQ) modeling, baseline emissions study and emissions reduction strategy, and community and stakeholder engagement.

The Project will integrate emissions reductions models developed the El Paso Metropolitan Planning Organization (MPO) to inform planning, design, and construction documents for expansion and efficiency improvement infrastructure at the Ysleta Port of Entry and Santa Fe Railyard. Project partners include the University of Texas at El Paso (UTEP) School of Engineering ASPIRE Center utilizing funds from the National Science Foundation (NSF), the Texas A&M Transportation Institute (TTI), and BNSF Rail.

#### PRIOR COUNCIL ACTION:

N/A

#### **AMOUNT AND SOURCE OF FUNDING:**

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT: Strategic and Legislative Affairs** 

**SECONDARY DEPARTMENT: International Bridges** 

**DEPARTMENT HEAD:** lan Voglewede

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

Revised 04/09/2021

#### RESOLUTION

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

**THAT** the City of El Paso City Council authorizes the submission of a grant application to the U.S. Environmental Protection Agency (EPA) Clean Ports Program: Climate and Air Quality Planning Competition requesting funds in the amount of \$3,000,000, with no match required from the City, for the Ysleta International Port of Entry and Santa Fe Railyard Project Development Study ("Application");

**THAT** the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application;

**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;

**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, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant; and

THAT the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

APPROVED this	day of	2024.
		CITY OF EL PASO:
ATTEST:		Oscar Leeser Mayor
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
> SAil		Stephen San Voglewede

Ian Voglewede, Director

Strategic and Legislative Affairs

Juan S. Gonzalez

24-2732-TRAN 524100 EPA FY24 – Clean Ports

JSG

**Assistant City Attorney** 

481

## El Paso, TX

### Legislation Text

File #: 24-689, 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**

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.

Discussion and action on a Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso ("City") and the Texas Department of Motor Vehicles ("TxDMV") described as the Scofflaw Services Contract to allow the Municipal Court to transmit vehicle information regarding outstanding arrest warrants to the Texas Department of Motor Vehicles for statewide flagging and holds.

AGENDA DATE: May 21, 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 Agreement between the City of El Paso ("City") and the Texas Department of Motor Vehicles ("TxDMV") described as the Scofflaw Services Contract to allow the Municipal Court to transmit vehicle information regarding outstanding arrest warrants to the Texas Department of Motor Vehicles for statewide flagging and holds.

#### **BACKGROUND / DISCUSSION:**

The City will transmit vehicle registration information to TX DMV for vehicle owners in Texas who have outstanding arrest warrants issued by the El Paso Municipal Courts. If the vehicle registration information matches the information on the active warrant, TX DMV will flag the plates state-wide. The County Tax Assessor-Collector will then withhold the registration of plates that are flagged until the warrant has been resolved. The hold on the plate will then be removed and a clearance will be transmitted to TX DMV.

\*This service contract is with the Texas Department of Motor Vehicles (TxDMV), not the Texas Department of Public Safety\*

#### PRIOR COUNCIL ACTION:

February 24, 2004; May 28, 2019; Updated Agreement: Approved September 17, 2019

#### AMOUNT AND SOURCE OF FUNDING:

The cost of the agreement will be \$ 23.00 per file transmission plus 12 cents for each plate on the file, approximately \$ 350 - \$ 500 per month. The department's general fund budget pays for this contract.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Municipal Court

**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 Agreement between the City of El Paso ("City") and the Texas Department of Motor Vehicles ("TxDMV") described as the Scofflaw Services Contract to mark Texas Motor Vehicle Registration Records in the City of El Paso, El Paso County, Texas.

APPROVED this the	day of	2024.
		THE CITY OF EL PASO
		Oscar Lesser
ATTEST:		Mayor
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Juntal 3		Lilia Worrell
Eric Gutierrez		Lilia Worrell, Director
Senior Assistant City Attorney		Municipal Court

This contract incorporates the provisions of Attachment A, Scope of Services, Attachment B, Budget, Attachment C, General Terms and Conditions, Attachment D, Contact Information for Technical Assistance,

TEXAS DEPARTMENT OF MOTOR VEHICLES	CITY OF EL PASO, TEXAS	
Signature	Signature	
Roland D. Luna Sr		
Printed Name	Printed Name	
Executive Deputy Director		
Title	Title	
Date	Date	

#### ATTACHMENT A

#### **Scope of Services**

#### TxDMV will:

- 1. On initial probes (inquiries) of data submissions received from the Local Government, generate an output file containing matching license plates. If no vehicle record is found, such factual information will be indicated on the output file together with the input data. Input and output files will be returned to the Local Government after completion of the computer run.
- 2. Place "flags" on vehicle records based on data submissions received from the Local Government containing "flag" request codes.
- 3. Remove "flags" from vehicle records based on data submissions received from the Local Government containing "clear" request codes.

#### Local Government must:

- 1. Provide data submissions to **TxDMV** in accordance with **TxDMV** specifications for computer run of initial probes (inquiry), flags (marking) of vehicle records, and clears (removal) of flags. Due to changing technology, these specifications will be distributed by **TxDMV** to the Local Governments on September 1st of every year.
- 2. Submit an application *to* establish the method of payment (see **Attachment E**), and establish an account prior to submitting inquiries.

#### ATTACHMENT B

#### **Budget**

Fees for file submission and transactions must be submitted to **TxDMV** in accordance with 43 Texas Administrative Code Sections 217.123 and 217.124.

Payments must be submitted to the following address:

Texas Department of Motor Vehicles IT Services Division, Data Support Services PO Box 5020 Austin. TX 78763-5020

A deposit of <u>at least \$500.00</u> must be provided to TxDMV for placement in a non-interest-bearing-account. This deposit is to cover estimated service use. Payment of the deposit must be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract.

The deposit must be paid before the Local Government submits a probe (inquiry) or a request for placement or removal of a flag from motor vehicle records.

If the balance in the account falls below the \$350.00 minimum balance, **TxDMV** may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until a deposit is made by the Local Government, in an amount sufficient to increase the balance in the account to the \$350.00 minimum balance.

- A. If the Local Government chooses to establish a "Pay on Request" account, the applicable payment of fees must be made each time a request to probe (search/inquiry) or to place or remove "flags" from motor vehicle records is submitted to **TxDMV**.
- B. As an alternative, if the Local Government chooses to establish an escrow "Prepaid Account", **TxDMV** will establish an account in the name of the Local Government. Charges will be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as provided below.

The \$500.00 minimum balance may increase depending on established monthly usage by the Local Government. This additional funding is payable within fifteen (15) days from receipt of notification from **TxDMV**.

An escrow account balance statement will be provided by **TxDMV** each time a probe or a request to place or remove "flags" from motor vehicle records is submitted.

#### ATTACHMENT C

#### **General Terms and Conditions**

#### Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

#### Article 2. Conflicts Between Contracts

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract will prevail.

#### Article 3. Disputes

**TxDMV** will resolve any contractual or administrative issues regarding this contract.

#### Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by **TxDMV** under this contract will be owned by **TxDMV**.

#### Article 5. Termination

This contract may be terminated by mutual written agreement or 30 days after either party gives notice to the other party, whichever occurs first. Upon termination of this contract any remaining funds in either a "Pay on Request" account or a "Prepaid Account" as described in **Attachment B** will be refunded to the Local Government following settlement of any outstanding processing fees.

#### Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with **TxDMV** under this contract may not make any offer of benefits, gifts, or favors to employees of **TxDMV**.

#### Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

#### Article 8. Compliance with Laws

The parties must comply with all applicable laws regarding the performance under this contract.

#### Article 9. Signatory Warranty

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

#### Article 10. Notices

The parties will email each other for any notice requirements under this contract. Either of the parties may change its email address or designated individual to receive notices by giving the other party written notice, specifying the new address or individual, and the date upon which the change will become effective.

#### If to TxDMV:

IT Services Division, Data Support Services

Email: VTR Scofflaw@txdmv.gov

If to the Local Government:		
Contact Name:		
Email:		

HQ#: 24-2481-Municial Court | TRAN-516061 | EG

#### ATTACHMENT D

Technical assistance regarding probes, placing and removing "flags" in motor vehicle records, and requests for information regarding payments for your account may be obtained by contacting the IT Services Division, Data Support Services at VTR\_Scofflaw@txdmv.gov.

### **ATTACHMENT E**

## **ACCOUNT INFORMATION**

ADMINISTRATIVE SERVICES DIVIS 4000 JACKSON AVENUE, AUSTIN, TEXAS 7 PLEASE PRINT OR TYPE			
	iested: 'Pay On Request" Account		
DATE: ATTN: (Name and Telephone Number of Perso	n Responsible For Account)		
ACCOUNT NAME: City of El Paso, Texas			
BILLING ADDRESS:			
ATTENTION: (Name and Mailing Address of the Person Responsible for Ser	ding and Receiving Files.)		
MAILING ADDRESS:			
E-MAIL ADDRESS: (For Output File Returns By E-mail)			
BUSINESS TELEPHONE NUMBER: BUSINE	SS FAX NUMBER:		
For Department Use O	nly		
Escrow Amount			
Date Agreement Signed			
Account Terminated/Canceled Non-Payment User Request	Account Number	er	

HQ#: 24-2481-Municial Court | TRAN-516061 | EG

## El Paso, TX

### Legislation Text

File #: 24-668, Version: 2

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

City Manager's Office, Ian Voglewede, (915) 212-0065

#### AGENDA LANGUAGE:

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

Presentation, discussion and action on the City of El Paso's legislative agenda for the 89th Regular Session of the Texas State Legislature.

AGENDA DATE: May 21, 2024

PUBLIC HEARING DATE: N/A

**CONTACT PERSON(S) NAME** 

AND PHONE NUMBER: lan Voglewede, Strategic & Legislative Affairs Director, 915-212-0065

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

#### **SUBJECT:**

Presentation, discussion and action on the City of El Paso's legislative agenda for the 89th Regular Session of the Texas State Legislature.

#### **BACKGROUND / DISCUSSION:**

Prior to the convening of each biennial State legislative session, the City Council of the City of El Paso identifies policy priorities and legislative initiatives that it would like the Texas Legislature to address during its legislative session. These priorities and initiatives are adopted and compiled into the City's Legislative Agenda which is shared with the City's legislative delegation and additionally used to guide staffs' activity during the legislative session. The legislative team has begun the process of identifying issues for the upcoming 89th Legislative Session, which is set to begin on January 14, 2025, by working with City departments to consider recommendations for inclusion in the draft of the City's proposed legislative agenda. This presentation and discussion is an update on the process of further identifying and refining policy priorities and initiatives for the Council's future adoption of the City's legislative agenda for the 89th Regular Session of the Texas State Legislature.

#### PRIOR COUNCIL ACTION:

City Council adopts a Legislative Agenda for each biennial State legislative session and receives regular updates from City staff on legislative activity during the State's regular and special sessions.

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_NO

PRIMARY DEPARTMENT: Strategic and Legislative Affairs

SECONDARY DEPARTMENT: None

**DEPARTMENT HEAD:** Ian Voglewede

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

Revised 04/09/2021

## El Paso, TX

### Legislation Text

File #: 24-706, Version: 2

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

Capital Improvement Department, Yvette Hernandez, 915-212-0065 City Manager's Office, Omar Martinez, 915-479-0341

#### AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the submission of an application to the U.S. Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) Competition requesting funds in the amount of \$22,809,600.00, with a \$2,138,400.00 (7.5%) match required from the City, for the Zaragoza Rail Grade Separation Project; and authorizing the City Manager, or designee, to sign any documents necessary for the proper submission of said application; authorizing the City Manager, or designee, to sign any documents necessary to accept a grant resulting from said application, after consultation with the City Attorney's Office; and authorizing the City Manager, or designee, to sign any documents related to a grant resulting from the application, including, but not limited to, revisions to the project scope, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant; and to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.

AGENDA DATE: May 21, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME

Omar Martinez, Grants & Strat. Initiatives Manager, 915-479-0341

AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer, 915-212-0065

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: N/A

#### SUBJECT:

Discussion and action on a Resolution authorizing the submission of an application to the Federal Railroad Administration Fiscal Year 2024 CRISI program requesting funds in the amount of \$22,809,600.00, with a \$2,138,400.00 (7.5%) match required from the City, for the Zaragoza Rail Grade Separation Project.

#### **BACKGROUND / DISCUSSION:**

The United States Federal Railroad Administration (FRA) is currently accepting applications for the Fiscal Year 2023-2024 Consolidated Rail Infrastructure and Safety Improvements ("CRISI") grant program with applications due on May 28, 2024. The Zaragoza Rail Grade Separation Project involves replacing the atgrade rail crossing on Zaragoza Road with an above-grade overpass.

The Project requires \$5,702,400.00 in non-federal matching funds. On May 13, 2024, the El Paso County Commissioners Court approved a Resolution to contribute \$2,138,400.00 (7.5%) in non-federal matching funds for the Project. On April 16, 2024, a representative from Union Pacific Railroad confirmed participation in the Project via compliance with 23 CFR §646.210 (b)(3), equivalent to \$1,425,600 (5%) in non-federal matching funds for the Project. The remaining non-federal matching funds required for the Project are \$2,138,400.00 (7.5%).

#### PRIOR COUNCIL ACTION:

N/A

#### **AMOUNT AND SOURCE OF FUNDING:**

**Capital Improvement Accounts** 

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT: Capital Improvement Department** 

**SECONDARY DEPARTMENT:** 

**DEPARTMENT HEAD:** Yvette Hernandez

Joaquin Rodriguez for Yvette Hernandez

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

Revised 04/09/2021

#### RESOLUTION

**WHEREAS**, the United States Federal Railroad Administration is currently accepting applications for the Fiscal Year 2023-2024 Consolidated Rail Infrastructure and Safety Improvements ("CRISI") grant program.; and

**WHEREAS**, the City of El Paso has identified the Zaragoza Rail Grade Separation Project (the "Project") as worthy of funding for the CRISI grant program; and

WHEREAS, funds received for the Project would be used to replace the at-grade rail crossing on Zaragoza Road with an above-grade overpass; and

WHEREAS, the Project would require \$5,702,400 in non-federal matching funds; and

**WHEREAS,** on May 13, 2024, the El Paso County Commissioners Court approved a Resolution to contribute \$2,138,400 (7.5%) in non-federal matching funds for the Project; and

WHEREAS, on April 16, 2024, a representative from Union Pacific Railroad confirmed participation in the Project upon meeting permitting and design criteria required by Union Pacific Railroad via compliance with 23 CFR §646.210 (b)(3), equivalent to \$1,425,600 (5%) in nonfederal matching funds for the project; and

**WHEREAS,** the remaining non-federal matching funds required for the Project are \$2,138,400 (7.5%).

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

**THAT** City staff is authorized to submit an application to the Federal Railroad Administration Fiscal Year 2024 CRISI program requesting funds in the amount of \$22,809,600, with a \$2,138,400 (7.5%) match required from the City, for the Zaragoza Rail Grade Separation Project;

**THAT** the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of said application;

**THAT** the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from said application, after consultation with the City Attorney's Office;

**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, and revisions that increase, decrease or de-obligate program funds;

**THAT** the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.

(Signatures on next page.)

APPROVED this	day of	2024.
	CIT	Y OF EL PASO:
	Osca May	ar Leeser or
ATTEST:		
Laura D. Prine City Clerk	-	
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
J-5- Ail		Joaquin Rodriguez for
Juan S. Gonzalez	_	Yvette Hernandez
Assistant City Attorney		City Engineer