

Oscar Leeser
Mayor

Tommy Gonzalez
City Manager



CITY COUNCIL
Peter Svarzbein, District 1
Alexsandra Annello, District 2
Cassandra Hernandez, District 3
Joe Molinar, District 4
Isabel Salcido, District 5
Claudia L. Rodriguez, District 6
Henry Rivera, District 7
Cissy Lizarraga, District 8

**Final
AGENDA FOR THE REGULAR COUNCIL MEETING**

May 25, 2021

9:00 AM

Teleconference phone number 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 866-359-961#

AND

AGENDA REVIEW MEETING

May 24, 2021

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 135-331-313#

TEMPORARY SUSPENSION OF OPEN MEETINGS LAWS DUE TO EMERGENCY

The Texas Governor temporarily suspended specified provisions of the Texas Open Meetings Act to allow telephonic or videoconference meetings and to avoid congregate settings in physical locations.

Notice is hereby given that an Agenda Review Meeting will be conducted on May 24, 2021 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on May 25, 2021 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 24, 2021, Conference ID: 135-331-313#
Regular Council Meeting, May 25, 2021, Conference ID: 866-359-961#

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:

<https://www.elpasotexas.gov/city-clerk/meetings/city-council-meetings>
and
http://legacy.elpasotexas.gov/muni_clerk/Sign-Up-Form-Call-To-The-Public.php

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

Mayor Oscar Leeser and Representatives Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY

El Paso Police Chaplain Joe Maratta

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

International Internal Audit Awareness Month

City of El Paso Employees Day

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of Minutes of the Regular City Council Meeting of May 11, 2021, the Agenda Review Meeting of May 10, 2021, the Work Session of May 10, 2021, and the Work Session of November 09, 2020. [21-560](#)

All Districts

City Clerk's Office, Laura D. Prine, (915) 212-0049

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. **CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:**

CONSENT AGENDA - RESOLUTIONS:

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

3. That the City Manager be authorized to sign a First Amendment to the Temporary Land Use Lease by and between the City of El Paso ("Lessor") and BT-OH, LLC d/b/a United Parcel Service Co. ("Lessee") regarding the following described property: A portion of Lot 9, Block 3, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas (approximately 234,840.30 SQ FT), municipally known and numbered as 25 Founders Blvd., El Paso, Texas. [21-572](#)

With a term beginning on September 15, 2020 ("Effective Date"), and ending on April 30, 2022 for a monthly fee of \$4,696.81.

District 2

Airport, Sam Rodriguez, (915) 212-7301

4. This Resolution is to authorize the City Manager to sign a General Aviation Lease between the City of El Paso ("Lessor") and Far West Texas & Southern New Mexico Trauma Regional Advisory Council ("Lessee") for the use of a 9,500 square foot hanger located on a portion of Lot 2A, Block 4, El Paso International Tracts, Unit 10 City of El Paso, El Paso County, Texas municipally known and numbered as 1820 American Drive, El Paso, Texas. [21-577](#)

The lease effective date is June 1, 2021. The term is three (3) months with three (3) additional terms of 3 (three) months. The site is 9,500 square feet at \$3.1579 per square foot and the monthly rate is \$2,500 per month. The lease agreement expires August 31, 2021 with option to extend.

District 2

Airport, Sam Rodriguez, (915) 212-7301

5. That the City Manager be authorized to execute an Amendment to the Empowerment Zone Revolving Loan Fund Program Loan Agreement by and [21-584](#)

among the City of El Paso and Cesar Scott, LLC., to allow notice to be given to 3rd parties in support of a New Market Tax Credit transaction.

District 8

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

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

6. 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.

[21-580](#)

All Districts

Fire, Mario M. D'Agostino, (915) 212-5605

Goal 3: Promote the Visual Image of El Paso

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

[21-561](#)

Districts 2, 3, 7 and 8

Environmental Services, Ellen Smyth, (915) 212-6000

8. That the Board and Secure liens on the attachment posted with this agenda be approved. (See Attachment B)

[21-575](#)

Districts 2, 6 and 7

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

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

9. That the Mayor is authorized to execute an Interlocal Agreement ("Interlocal") between the City of El Paso ("City") and the University of Texas at El Paso ("University") for the bailment of City equipment to the University. The University will use the equipment for its continued assessment of the health of the University and the El Paso community; for activities designed to detect and mitigate COVID-19; and for the development of related research. Pursuant to the Interlocal, the parties agree that the division of costs and obligations fairly compensates each party and that neither party shall be responsible for monetary payment to the other.

[21-523](#)

All Districts

Public Health, Angela Mora, (915) 212-6502

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

10. Fabiola Campos-Lopez to the Community Development Steering Committee by Representative Henry Rivera, District 7. [21-594](#)
Members of the City Council, Representative Henry Rivera, (915) 212-0007

CONSENT AGENDA - BOARD APPOINTMENTS:

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

11. Cecilia Ochoa Levine to the Committee on Border Relations by Mayor Oscar Leaser. [21-597](#)
Members of the City Council, Mayor Oscar Leaser, (915) 212-0021
12. Isela Castañon-Williams to the Committee on Border Relations by Representative Henry Rivera, District 7. [21-604](#)
Members of the City Council, Representative Henry Rivera, (915) 212-0007

Goal 3: Promote the Visual Image of El Paso

13. Anibal Olague to the Building and Standards Commission by Representative Peter Svarzbein, District 1. [21-554](#)
Members of the City Council, Representative Peter Svarzbein, (915) 212-1001
14. Charles Mais to the Historic Landmark Commission by Representative Isabel Salcido, District 5. [21-600](#)
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

15. Darby S. Winters to the Museums and Cultural Affairs Advisory Board by Representative Claudia L. Rodriguez, District 6. [21-581](#)
Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006

Goal 8: Nurture and Promote a Healthy, Sustainable Community

16. Barbara Yancy-Tooks as a Regular Member to the Fair Housing Task Force by Representative Joe Molinar, District 4. [21-598](#)
Members of the City Council, Representative Joe Molinar, (915) 212-0004

17. Raul M. Arizpe as a Regular Member to the Fair Housing Task Force by Representative Isabel Salcido, District 5. [21-599](#)

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

18. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment C) [21-567](#)

All Districts

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

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

19. For notation pursuant to Section 2.92.110 of the City Code: receipt of campaign contributions by Representative Peter Svarzbein in the amount of \$1000.00 from Adam Frank; \$2500.00 from Gerald Rubin; \$2500.00 from Richard Aguilar; \$500.00 from James Scherr. [21-602](#)

Members of the City Council, Representative Peter Svarzbein, (915) 212-0001

20. For notation pursuant to Section 2.92.110 of the City Code, receipt of campaign contributions of five hundred dollars or greater by Representative Cissy Lizarraga in the amounts of \$515.24 from Suzanne Dipp; \$2,500.00 from Woody L. Hunt and Gayle G. Hunt; and \$1,000.00 from Adam Frank. [21-603](#)

Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

21. Comprehensive update on the status of the Public Safety Bond Program. [21-583](#)

All Districts

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

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

22. Budget Update.

[21-564](#)

All Districts

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

23. Presentation and discussion providing a report from the following Goal Team:

[21-585](#)

1. Vision Block: Exceptional Recreational, Cultural and Educational Opportunities

- a. Goal 4 (Quality of Life)
Managing Director, Ben Fyffe, (915) 212-1766

All Districts

City Manager's Office, Julie Baldwin-Munoz, (915) 212-1204

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: 866-359-961#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: http://legacy.elpasotexas.gov/muni_clerk/signup_form.asp

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 Friday, 8:00 a.m. to 5:00 p.m.

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

24. An Ordinance authorizing the conveyance of real property owned by the City of

[21-568](#)

El Paso to the State of Texas, acting by and through the Texas Transportation Commission, for the purchase price of \$2,680,182. Such real property legally described as a 6.6348 acres (289,013 SQ. FT.) parcel of land located in the T.&P.R.R. Co. Survey, Township No. 2, Block No. 80, Section No. 35, Abstract No. 2418, El Paso County, Texas, being a Portion of Lot 2, Block 2, Butterfield Trail Aviation Park, Unit Two, A Subdivision recorded in Volume 78, Page 87 and 87A, of the Plat Records of El Paso County, Texas (P.R.E.P.C.TX.), Described in a deed from the United States of America to the City of El Paso, recorded in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records of El Paso County, Texas (D.R.E.P.C.TX.).

All Districts

Airport, Sam Rodriguez, (915) 212-7301

PUBLIC HEARING WILL BE HELD ON JUNE 8, 2021

25. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to the State of Texas, acting by and through the Texas Transportation Commission, for the purchase price of \$3,893,309. Such real property legally described as parcel of land containing 10.452 acres situated in Section No. 34, Abstract No. 3746, (C.M. Newman Survey), Section No. 35, Abstract No. 2418, , Section No. 38, Abstract No. 5426, and Section No. 39, Abstract No. 2406 (C.M. Newman Survey), Block No. 80, Township No. 2, T. & P. R.R. Co. Surveys, El Paso County, Texas, same being out of and a part of Lot 2, Block 1, Butterfield Trail Aviation Park, Unit Two, an addition to the City of El Paso, according to the plat thereof recorded in Volume 78, Page 87, of the Plat Records Of El Paso County, Texas (P.R.E.P.C.Tx.), and being out of and a part of that certain tract described in deed from the United States Of America to the City Of El Paso, of record in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records Of El Paso County, Texas (D.R. E. P. C. TX).

[21-570](#)

All Districts

Airport, Sam Rodriguez, (915) 212-7301

PUBLIC HEARING WILL BE HELD ON JUNE 8, 2021

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

26. An Ordinance amending The El Paso City Code Title 2 (Administration And Personnel), Chapter 2.44 (City Of El Paso Courts) Section 2.44.010 (Created), Subsection (B); and Section 2.44.030 (Judges), Subsections (C) And (F), in order to allow for specified Sub-Courts under the purview of the Presiding Judge; and Title 2 (Administration and Personnel), Chapter 2.44 (City of El Paso Courts) Section 2.44.010 Created, Subsection (D); Section 2.44.030 (Judges), Subsection (E)(1); Section 2.44.040 (Practice And Procedure), Subsection (A); Section 2.44.060 (Summons And Citations-Fee Schedule-Payments); And Section 2.44.080 (Special Expense Fee) to provide updates, corrections and clarification of Municipal Court procedures.

[21-571](#)

All Districts

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

PUBLIC HEARING WILL BE HELD ON JUNE 8, 2021

Goal 3: Promote the Visual Image of El Paso

27. An Ordinance granting Special Permit No. PZST21-00001, to allow for a 100% reduction in parking on the property described as All of Lots 1-6 & 11-20, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070.B of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

[21-562](#)

The proposed special permit and detailed site development plan 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: 405 Montana Ave.

Applicant: SLI Engineering, c/o Georges Halloul, PZST21-00001

District 8

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

Planning and Inspections, Luis Zamora, (915) 212-1552

PUBLIC HEARING WILL BE HELD ON JUNE 22, 2021

28. An Ordinance changing the zoning of all of Lots 1 through 20, Block 266, and a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and approving a Master Zoning Plan. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[21-563](#)

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: 405 Montana Ave.

Applicant: SLI Engineering c/o Georges Halloul, PZRZ21-00001

District 8

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

Planning and Inspections, Luis Zamora, (915) 212-1552

PUBLIC HEARING WILL BE HELD ON JUNE 22, 2021

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

29. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III - Parking prohibited at all times on certain streets), of the City Code, to add portions of Cross Street; the penalty being provided in Section 12.84 of the El Paso City Code.

[21-565](#)

District 4

Streets and Maintenance, Richard Bristol, (915) 212-0151

PUBLIC HEARING WILL BE HELD ON JUNE 8, 2021

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

30. An Ordinance amending Title 12, Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV - Speed limits), to amend Paragraph F (thirty-five miles per hour), by amending Subparagraph 32, to clarify the language in the City Municipal Code regarding the boundary limits of the existing 35 MPH speed limit on Montwood Dr.; the penalty being provided in Chapter 12.84 of the El Paso City Code.

[21-566](#)

District 5

Streets and Maintenance, Richard Bristol, (915) 212-0151

PUBLIC HEARING WILL BE HELD ON JUNE 8, 2021

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

31. Discussion and action that the Mayor be authorized to execute an inter-local agreement between the City of El Paso and El Paso County to provide \$850,000 to support continued operation of the Inspira Hotel Temporary Emergency Shelter in order to address the needs of persons experiencing homelessness in El Paso during COVID-19.

[21-587](#)

All Districts

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

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

32. An Ordinance vacating City right-of-way over a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas.

[21-513](#)

Subject Property: North of Montana Ave. and East of Campbell St.

Applicant: Housing Authority of the City of El Paso

SURW21-00002

District 8

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

Planning and Inspections, Luis Zamora, (915) 212-1552

REGULAR AGENDA - OTHER BUSINESS:

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

33. Discussion and action to adopt the changes to the Resolution establishing the Veterans Affairs Advisory Committee. [21-574](#)

All Districts

Airport, Sam Rodriguez, (915) 212-7301

Goal 8: Nurture and Promote a Healthy, Sustainable Community

34. Discussion and action on a Resolution to approve an 11th amendment to the City's 2019-2020 (45th Year) Annual Action Plan for the Community Development Block Grant-Coronavirus Phase 3 (CDBG-CVIII) to: [21-579](#)

- a. Delete the COVID-19 Emergency Shelter Capacity Expansion Project for the Opportunity Center for the Homeless (\$100,000 CDBG-CVIII); and
- b. Add \$550,000 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.

All Districts

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

EXECUTIVE SESSION

TEMPORARY SUSPENSION OF OPEN MEETINGS LAWS DUE TO EMERGENCY

The Texas Governor temporarily suspended specified provisions of the Texas Open Meetings Act to allow telephonic or videoconference meetings and to avoid congregate settings in physical locations.

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

Mayor Oscar Leeser and Representatives Peter Svarzbein, Aleksandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga

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.

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

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-560, 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 Minutes of the Regular City Council Meeting of May 11, 2021, the Agenda Review Meeting of May 10, 2021, the Work Session of May 10, 2021, and the Work Session of November 09, 2020.

OSCAR LEESER
MAYOR



CITY COUNCIL
PETER SVARZBEIN, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
CLAUDIA L. RODRIGUEZ, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CISSY LIZARRAGA, DISTRICT 8

TOMMY GONZALEZ
CITY MANAGER

AGENDA REVIEW MINUTES
May 10, 2021
9:00 A.M.

Due to the temporary suspension of specified provisions of Texas Open Meetings laws due to the COVID-19 emergency this meeting was conducted via telephonic and videoconference formats.

.....
The City Council met via videoconference on the above date. The meeting was called to order at 9:00 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alessandra Annello, Joe Molinar, Isabel Salcido, Henry Rivera, and Cissy Lizarraga. Cassandra Hernandez joined the meeting at 9:06 a.m. Claudia Rodriguez requested to be excused.

The agenda items for the May 11, 2021 Regular City Council and Mass Transit Department Board meetings were reviewed.

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22. REGULAR AGENDA – FIRST READING OF ORDINANCES

An Ordinance changing the zoning of Tract 2-A, Block 52, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch- Farm) and R- F/H (Ranch-Farm/Historic) to R-3/C (Residential/Condition) and R-3/H/C (Residential/Historic/Condition) and imposing conditions. The penalty being as provided in Chapter 20.24 of the El Paso City Code. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: South of Americas Avenue and West of Socorro Road
Applicant: B&B Socorro, LLC
PZRZ20-00019

Representative Rivera questioned the following City staff members:

- Ms. Anne Guayante, Lead Planner
- Mr. Kevin Smith, Planning and Inspections Deputy Director

.....
Motion made by Representative Rivera, seconded by Representative Lizarraga, and unanimously carried to **ADJOURN** this meeting at 9:21 a.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga
NAYS: None
ABSENT: Representative Rodriguez

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



CITY COUNCIL
PETER SVARZBEIN, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
CLAUDIA L. RODRIGUEZ, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CISSY LIZARRAGA, DISTRICT 8

CITY COUNCIL WORK SESSION MINUTES
May 10, 2021
9:05 AM

Due to the temporary suspension of specified provisions of Texas Open Meetings laws due to the COVID-19 emergency this meeting was conducted via telephonic and videoconference formats.

.....
The City Council of the City Council met on the above time and date via videoconference. Meeting was called to order at 9:22 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Henry Rivera and Cissy Lizarraga. Claudia Rodriguez requested to be excused. Early Departure: Representative Svarzbein at 1:37 p.m.
.....

AGENDA

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1. Presentation and discussion by the COVID-19 Response and Recovery Cross-Functional Team providing information on key activities, efforts and processes.

1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, introduced the item and highlighted several topics such as the ongoing goal of reaching herd immunity, the upcoming vaccination roll out among children age 12 and over, outreach to address vaccination hesitancy, and pop-up sites and clinics available to the public. He stated 66.5% of the City's population had received one dose and half of the population has been fully vaccinated. Mr. Gonzalez also stated there is an ongoing effort to provide vaccinations among hard to reach citizens.

2. City Attorney Overview (Karla Nieman)

- a) State Disaster Declarations
- b) City Attorney's Office COVID-19 Support
- c) Courts Update
- d) Legal Monitoring

Ms. Karla Nieman, City Attorney, provided a status report regarding the renewal of the Governor's State Disaster Declaration, the City Attorney's Office support with updating the Local Health Authority's guidelines and a status on COVID-19 citations filed at Municipal Court. She also went over the status of Federal and State litigation regarding mask mandates and residential evictions.

3. CFT Operations (Chief Mario D'Agostino)

Fire Chief Mario D'Agostino provided information related to the availability of vaccinations and mentioned that supply is currently exceeding demand. He highlighted efforts related to vaccine distribution such as the deployment of pop up vaccination sites at City events and provided the hours of operation at City clinics open Monday through Saturday. Chief D'Agostino explained that staff will continue to work with big box retailers to provide additional vaccination opportunities.

4. Team Lead Reports:

1. Health Focus (Hector Ocaranza, M.D.)
2. Vaccination Update (Angela Mora)
3. Data Analysis (David Coronado)

Dr. Hector Ocaranza, Public Health Authority, provided a COVID-19 summary highlighting the downward trend in the number of new cases and hospitalizations. He also explained that clinical trials on vaccinations among children age 12 and over have proven vaccines are extremely effective and summarized the benefits of mass immunizations.

Ms. Angela Mora, Public Health Director, provided an update on vaccination distribution locations at hubs, pop-up sites, and clinics and stated there is an ongoing effort to reach citizens who are unable to travel to vaccination sites. She also explained there is an upcoming promotion to inform citizens about pediatric vaccines that will be available in June.

Mr. David Coronado, International Bridges Director, provided statistical information related to vehicle crossings from Juarez to El Paso and highlighted major factors that have impacted travel over the last 20 years such as the 911 attack, 2008 recession, increase in violence related to the war on drugs, and COVID-19. He also provided parking meter transaction data from 2019 to the present and mentioned that home sale prices are increasing due to short supply. Mr. Coronado added that the value of the Mexican peso is slowly recovering.

5. City Manager Wrap Up (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, closed the presentation by stating that education is the key to addressing the COVID-19 pandemic and said the City is doing well as a community.

The following City staff members participated in the presentation and provided answers to questions posed by Council members:

1. Mr. Tommy Gonzalez, City Manager
2. Ms. Karla Nieman, City Attorney
3. Fire Chief Mario D'Agostino
4. Dr. Hector Ocaranza, City of El Paso Public Health Authority
5. Ms. Angela Mora, Public Health Director
6. Mr. David Coronado, International Bridges Director
7. Ms. Laura Cruz Acosta, Strategic Communications Director
8. Ms. Tracey Jerome, Deputy City Manager, Quality of Life

Mayor Leeser and Representatives Svarzbein, Molinar, and Rivera commented.

NO ACTION was taken on this item.

2. Presentation and discussion providing a report from the following Goal Teams:

1. Vision Block: High Performing Government
 - a. Goal 5 (Communication)
Information Technology, Carolyn Patrick, (915) 212-1408
Communications and Public Affairs, Laura Cruz-Acosta, (915) 212-1071
 - b. Goal 6 (Sound Governance)
Information Technology, Araceli Guerra, (915) 212-1401
Office of Budget Management, David Torres, (915) 212-1088

The following City staff members participated in the presentation (copy on file in the City Clerk's Office) and provided answers to questions posed by Council members:

1. Mr. Carolyn Patrick, Information Technology Assistant Director
2. Ms. Laura Cruz Acosta, Strategic Communications Director
3. Ms. Araceli Guerra, Managing Director of Internal Services
4. Mr. David Torres, Senior Executive Budget Advisor

Representative Svarzbein commented.

NO ACTION was taken on this item.

3. Presentation and update by El Paso Electric Company on its current and upcoming applications with the Public Utility Commission of Texas, including its application for approval of an advanced metering system deployment plan and future rate case.

Ms. Elizabeth Triggs, Strategic Partnerships Officer, introduced the item.

The following representatives from El Paso Electric presented a PowerPoint presentation (copy on file in the City Clerk's Office) and responded to questions from Members of the City Council:

1. Ms. Cheryl Mele, Regional Vice President
2. Ms. Jessica Christianson, Senior Director of Innovation and Sustainability
3. Mr. Steve Buraczyk, Senior Vice President, Operations
4. Ms. Susanne Stone, Director Energy Efficiency and Commercial Services
5. Mr. Jim Schichtl, Vice President of Regulatory and Government Affairs

The presentation included information regarding the new Advance Metering System (AMS) along with the proposed implementation timeline and the addition of infrastructure investments and customer service enhancements.

Mayor Leeser and Representatives Annello, Hernandez, Molinar, and Lizarraga

NO ACTION was taken on this item.

4. Presentation on City Attorney Office Performance Update Report.

Ms. Karla Nieman, City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk's Office) and responded to questions from Members of the City Council.

The presentation included information related to COVID-19 response, key litigation processes, transactional key processes, prosecutorial support, responses to open records, and workforce development.

Representative Lizarraga commented.

NO ACTION was taken on this item.

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5. Budget Update.

Mr. Robert Cortinas, Chief Financial Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office) and responded to questions from Members of the City Council.

The presentation contained information related to preliminary operating and capital budgetary expenditures, an estimate on the property tax revenue rate based on assessed property values, expected sales tax growth and a five-year general fund outlook.

The following City staff members participated in the discussion:

1. Mr. Tommy Gonzalez, City Manager
2. Fire Chief Mario D'Agostino

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

NO ACTION was taken on this item.

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EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** at 2:28 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following:

Section 551.071 CONSULTATION WITH ATTORNEY

AYES: Representatives Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein

ABSENT: Representative Rodriguez

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **ADJOURN** the Executive Session at 4:28 p.m. and **RECONVENE** the meeting of the City Council at which time the following motions were made.

AYES: Representatives Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein
ABSENT: Representative Rodriguez

EX1. Ana McElhinny and Adrian Medina v. City of El Paso, et al.; (Cause No. 2016DCV2911, Matter No. 16-1026-7712) (551.071)

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera and carried that the City Attorney be authorized settlement authority to negotiate a settlement at the mediation and resolve the case entitled, *Ana McElhinny and Adrian Medina v. City of El Paso, Texas; Cause No. 2016DCV2911*.

In addition to negotiating a settlement agreement, the City Attorney is authorized to sign all necessary documents to effectuate this authority under Matter No. 16-1026-7712.

AYES: Representatives Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein

ABSENT: Representative Rodriguez

EX2. Application of Texas Gas Service, a Division ONE Gas, Inc. - West Texas Service Area for an interim rate adjustment (GRIP - Gas Reliability Infrastructure Program) Railroad Commission of Texas (Matter No. 21-1008-169) (551.071)

1. Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera and carried that the rate adjustment identified in the Interim Rate Adjustment filed by Texas Gas Service Company, a division of ONE Gas, Inc., on March 12, 2021, be and is hereby suspended for 45 days after the effective date specified in the filing.
2. That Texas Gas Service Company is hereby ordered to file with the City Clerk and Office of the City Attorney on or before May 20, 2021 complete working papers supporting all of its claimed costs of the investment in service for gas utility services as needed by the City's attorneys and consultants to conduct its analysis and make recommendations to the Council, including change in return on net investment, change in depreciation expense, change in ad valorem tax and change in federal income taxes to support the Company's request for an Interim Rate Increase.
3. That the City Manager shall so notify Texas Gas Service Company of the suspension and the order to submit working papers by having a copy of this Resolution delivered or mailed to Texas Gas Service Company.
4. That the City Attorney is authorized to engage outside counsel to represent the City on this matter and that the City Manager be authorized to engage consultants to evaluate the filing.

AYES: Representatives Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein

ABSENT: Representative Rodriguez

EX3. Contested case hearing on El Paso Electric Company's proposed amendment of air

quality permits 1467, PSDTX1090M1, N284, and GHGPSDTX199. State Office of Administrative Hearings, Texas Commission on Environmental Quality. (Matter No. 19-1008-134) (551.071)

WHEREAS, on November 22, 2019, the El Paso Electric Company (“EPE”) filed an application with the Public Utility Commission of Texas (“PUC”) to amend its Certificate of Convenience and Necessity under Chapter 37 of the Public Utility Regulatory Act to build, own and operate an approximately 228- megawatt (MW) natural-gas-fired generating unit (“Newman Unit 6”) to be constructed at EPE’s existing Newman Power Station, located in the City of El Paso; and

WHEREAS, the City of El Paso was granted intervenor status and on May 5, 2020, filed direct testimony in opposition of the application, citing EPE’s failure to account for the economic impacts of the COVID-19 pandemic or the impacts of recently enacted legislation in New Mexico that requires EPE eliminate 100 percent of carbon emissions from generating resources by 2045 in its evaluation of the need for Newman Unit 6; and

WHEREAS, on October 16, 2020, the PUC issued an order adopting the proposal for decision including the finding that EPE met its burden of proof to show that certification of Newman Unit 6 is necessary for the service, accommodation, convenience or safety of the public within the meaning of PURA § 37.056(a); and

WHEREAS, the PUC subsequently amended EPE’s Certificate of Convenience and Necessity to include the construction, ownership and operation of Newman Unit 6; and

WHEREAS, the United States Environmental Protection Agency and Texas Commission on Environmental Quality (“TCEQ”) have regulatory authority over the air quality permit application process for Newman Unit 6, pursuant to the Federal Clean Air Act; and

WHEREAS, the addition of Newman Unit 6 to the existing generating station requires amendment or modification to existing permits; and

WHEREAS, on November 16, 2019, EPE submitted its application to the TCEQ for the amendment, modification and issuance of certain air quality permits which would authorize the construction and operation of Newman Unit 6 at the Newman Power Station; and

WHEREAS, the Executive Director of the TCEQ has determined that the emissions of air contaminants from the existing facility will not violate any state or federal air quality regulations and will not have any significant adverse impact on soils, vegetation, or visibility; and

WHEREAS, the TCEQ has determined that the applicant (EPE) has demonstrated that the benefits of the existing facility significantly outweigh the environmental and social costs imposed as a result of its location, construction, or modification; and

WHEREAS, the applicant (EPE) has certified that all major stationary sources owned or operated by the applicant in the state are in compliance or on a schedule for compliance with all applicable state and federal emission limitations and standards; and

WHEREAS, the Executive Director has made the preliminary determination to issue the permit and has prepared a draft permit which, if approved, would establish the conditions under which the facility must operate; and

WHEREAS, the Notice of Application and Preliminary Decision was published on September 1, 2020; and

WHEREAS, the permit was contested during the public comment period and a contested case hearing to be conducted by the State Office of Administrative Hearings (“SOAH”) is scheduled for June 3, 2021, to determine whether portions of EPE’s application comply with all applicable statutory and regulatory requirements; and

WHEREAS, EPE plans to retire, or to place in a standby emergency reserve role, a combined 196 MW of capacity with Newman Units 1 and 2, which entered service in 1960 and 1963, respectively, and Rio Grande Unit 7, which entered service in 1958; and

WHEREAS, Newman Unit 6 will replace Newman Units 1 and 2 and Rio Grande Unit 7 in a primary power generation role, resulting in a net increase of natural gas-fired generation of approximately 32 MW; and

WHEREAS, Newman Unit 6 will outperform the three existing units scheduled to be retired with respect to certain environmental criteria, including a 25 percent reduction in carbon emissions by 2025; and

WHEREAS, the operation of Newman Unit 6 in a primary power generation role is expected to result in a net reduction of 600 million gallons of water consumed per year at the facility; and

WHEREAS, Newman Unit 6 was not selected as a standalone solution to meet EPE’s need for additional capacity in accordance with the results of its 2017 and 2019 annual planning processes but was instead selected as part of an integrated resource plan that includes a solar power purchase agreement and a solar plus storage power purchase agreement, which will result in the addition of 200 MW solar and 50 MW of battery storage;

WHEREAS, the City of El Paso recognizes that the construction and operation of Newman Unit 6 has been approved by the PUC; and

WHEREAS, the City of El Paso finds that the air quality permit required for the construction and operation of Newman Unit 6, as drafted by the Executive Director of the TCEQ, is likely to be approved given the Executive Director’s preliminary decision; and

WHEREAS, the City of El Paso will continue to monitor EPE filings at the TCEQ on this permit and future applications to ensure that EPE operations remain in compliance with state and federal regulations in order to protect the health and safety of the community; and

WHEREAS, the City of El Paso also recognizes that the PUC has not made a determination regarding the prudence of EPE’s construction of Newman Unit 6 or the degree to which EPE will be able to recover the costs of Newman Unit 6 in rates; and

WHEREAS, any cost recovery related to the construction or operation of Newman Unit 6 may not occur until after the unit is operational and will require a future regulatory proceeding with the PUC through a rate case or other generation cost recovery rider; and

WHEREAS, the City of El Paso may intervene at the time such cost recovery is filed; and

WHEREAS, the City of El Paso will continue to monitor current and future filings with specific concerns as to the effects of the costs arising from these filings on ratepayers.

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera and carried that **the City Council of the City of El Paso is not taking action on this item.**

AYES: Representatives Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein

ABSENT: Representative Rodriguez

EX4. Petition of El Paso Electric Company to revise its fixed fuel factor. Public Utility Commission of Texas (Matter No. 21-1008-171, Docket No. 52026) (551.071)

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera and carried that the City Attorney is authorized to retain Norman Gordon as outside counsel and any other necessary consultants, in consultation with the City Manager, to file an intervention in the Application to Revise its Fixed Fuel Factor filed by El Paso Electric, on April 14, 2021, under Public Utilities Commission Docket No. 52026.

AYES: Representatives Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein

ABSENT: Representative Rodriguez

EX5. Application of El Paso Electric Company for approval to revise its energy efficiency cost recovery factor and to request to establish revised cost caps. Public Utility Commission of Texas (Matter No. 21-1008-172, Docket No. 52081) (551.071)

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera and carried that the City Attorney is authorized to retain Norman Gordon as outside counsel and any other necessary consultants, in consultation with the City Manager, to file an intervention in the Application to Revise its Energy Efficiency Cost Recovery Factor filed by El Paso Electric, on May 1, 2021, under Public Utilities Commission Docket No. 52081.

AYES: Representatives Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein

ABSENT: Representative Rodriguez

ADJOURN

Motion made by Representative Rivera, seconded by Representative Molinar and unanimously carried to **ADJOURN** the meeting at 4:47 p.m.

AYES: Representatives Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein

ABSENT: Representative Rodriguez

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APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



CITY COUNCIL
PETER SVARZBEIN, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
CLAUDIA L. RODRIGUEZ, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CISSY LIZARRAGA, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

May 11, 2021
3:30 PM

Due to the temporary suspension of specified provisions of Texas Open Meetings laws due to the COVID-19 emergency this meeting was conducted via telephonic and videoconference platforms.

ROLL CALL

The City Council of the City Council met on the above time and date. Meeting was called to order at 9:00 a.m.. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga.

INVOCATION BY POLICE CHAPLAIN ROBERT HEMPHILL

PLEDGE OF ALLEGIANCE

Students from Benito Martinez Elementary School

Jordan Aguirre, Eli Dominguez Amador, Ismael Contreras, Mia Contreras, Georgia Lynn Cruz Trase Delgadillo, Carlos Delgado, Mavis Estrada, Valentino Franco, Angela Galaz Khloe Gonzalez, Bella Johnson, Chase Lopez, Oliver Montes, Erick Novella, Seri Obptande Zachary Obptande, Makana Primacio, Dante Ramirez, Sabella Ramirez, Brianna Reed Gemma Rodriguez, Giovanni Rodriguez, Jahdielbanex Rodriguez, Josias Rodriguez Jayden Salas, Evangeline Sierra, Lillian Sloggett, Haggit Solis, Jaime Vasquez, Oscar Verduzco

MAYOR'S PROCLAMATIONS

El Paso Police Officers Memorial Day and Police Week

Joint Advisory Committee for Air Quality Improvement Recognition Day

NOTICE TO THE PUBLIC

1ST MOTION

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

2ND MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **RECONSIDER** the items in the Consent Agenda in order to allow a speaker on Item 17.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

3RD AND FINAL MOTION

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of April 27, 2021, the Agenda Review Meeting of April 26, 2021, the Work Session of April 26, 2021, the Work Session of April 15, 2019, the Special Meeting of July 22, 2019, and the Work Session of October 14, 2019.

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

NO ACTION was taken on this item.

CONSENT AGENDA - RESOLUTIONS:

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

3.

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

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

That the City Manager be authorized to sign the First Amendment to the City of El Paso Infill Development Incentive Policy that was approved by City Council on May 16, 2017; extending the effective date of this policy through June 1, 2022.

4.

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

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

That the City Manager be authorized to sign the Second Amendment to the City of El Paso Transit Oriented Development Incentive Policy that was approved by City Council on May 30, 2017; extending the effective date of this policy through June 1, 2022.

Goal 3: Promote the Visual Image of El Paso

5.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DESERT VILLAS LTD, 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:

0 Baker more particularly described as BLK 1 Desert Villas Lot 2,
PIO# D467-999-0010-0200

to be \$649.37, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of February, 2020, 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 FORTY NINE AND 37/100 DOLLARS

(\$649.37) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

0 Mesquite more particularly described as Andrew Stout Surv 135
ABST 2695 Lot TR 15-A (0. 7819 AC), PIO #X135-999-0000-6625

to be \$347.36, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SEVEN AND 36/100 DOLLARS (\$347.36) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BEMITY GLOBAL LLC, 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:

0 PELL WAY more particularly described as 7 YSLETA TR 12-D
(6.4490 AC), PID #Y805-999-0070-1260

to be \$2,254.72, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of February, 2020, 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 TWO HUNDRED FIFTY FOUR AND 72/100 DOLLARS (\$2,254.72) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GONZALEZ JOE & MARTHA H., 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:

211 Mango Rd., more particularly described as 26 Cedar Grove Park
Replat Lot 29, PID #C301-999-0260-5700

to be \$343.03, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 03/100 DOLLARS (\$343.03) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HOFFER, JUSTIN, 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:

333 Thunderbird Dr., more particularly described as 7 Coronado
Country Club Fthills Lot 2 (8030 Sq. Ft.), PID #C809-999-0070-0400

to be \$357.10, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of February, 2020, 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 SEVEN AND 10/100 DOLLARS (\$357.10) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BLOOM LURDES V S & CHOU BERTH, 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:

234 Cargill St., more particularly described as Park Side 11 & N 11
Ft. of 12 & N 2 1/2 of S 39 Ft. of E 111 Ft. of 12 (12237 Sq. Ft.),
PID #P376-999-0000-2800

to be \$410.14, 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 14th day of February, 2020, 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 TEN AND 14/100 DOLLARS (\$410.14) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, i n accordance with Chapter 9.04 of the El Paso City Code, COBB, ZOLLIE R JR., 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:

7820 Mustang Ave., more particularly described as 9 Ranchland
Hills 6 6100 Sq. Ft., PID #R200-999-0090-2100

to be \$343.03, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 03/100 DOLLARS (\$343.03) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

4. All records of the City Clerk's office relating to the proceeding against the above

described property are made a part of this Resolution by reference.

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

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

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

That the City of El Paso Museums and Cultural Affairs Department Cultural Funding Guidelines for Fiscal Year 2022 (attached as Exhibit "A") be approved, as recommended by the Museums and Cultural Affairs Staff. The Cultural Funding Guidelines for Fiscal Year 2022 include the Artist Incubator Program (AIP), the Operating Support Program (OSP) and the new Arts Activate Program (AAP).

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

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

That the City Manager be authorized to sign the First Amendment to the Plaza Theatre Closeout Agreement, by and between the City of El Paso and the El Paso Community Foundation, addressing the change of ownership of movie posters that are on loan and display in the Plaza Theatre since 2006.

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

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

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

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

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, JUSTO J. ANDRADE ("Taxpayer") requested a waiver of penalties and interest on March 20, 2021, before the 181st day after the delinquency date, in the amount of \$540.55 for the 2020 delinquent taxes for the property with the following legal description:

79 TSP 3 SEC 17 T & P ABST 2154 S 131.08 FT OF N 392.58 FT OF W 1/2 OF SE 1/4 OF SW 1/4 OF NE 1/4 (1.00 AC)

WHEREAS, the Taxpayer paid the taxes owed on the property on March 25, 2021, which is not later than the 21st day after the date the taxpayer knew or should have known of the delinquency; and

REGULAR CITY COUNCIL MEETING MINUTES MAY 11, 2021 9

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

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

THAT the Taxpayer JUSTO J. ANDRADE, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2020 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$540.55, for the property with the following legal description:

79 TSP 3 SEC 17 T & P ABST 2154 S 131.08 FT OF N 392.58 FT OF W 1/2 OF SE 1/4 OF SW 1/4 OF NE 1/4 (1.00 AC)

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

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

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

That the Mayor be authorized to sign and submit Amendment No. 5 to HHSC Contract No. 537-18-0159-00001, under which the City of El Paso, through its Department of Public Health, provides the Department of State Health Services with laboratory analyses of submitted milk samples. Amendment No. 5 will extend the contract end date to August 31, 2022, and will increase the funds available in support of the services provided under the contract by adding \$34,750.00, for a total compensation amount not to exceed \$173,750.00.

.....
CONSENT AGENDA - BOARD APPOINTMENTS:
.....

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

10. *Motion made, seconded, and unanimously carried to **APPOINT** Erik Tijerina to the Building and Standards Commission by Representative Isabel Salcido, District 5.

11. *Motion made, seconded, and unanimously carried to **APPOINT** Yajaira Lopez to the Zoning Board of Adjustment, as an Alternate Member, by Representative Isabel Salcido, District 5.

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

12. *Motion made, seconded, and unanimously carried to **APPOINT** Sandi J. Smith to the Fair Housing Task Force, as a Regular Member, by Mayor Oscar Leeser.

13. *Motion made, seconded, and unanimously carried to **APPOINT** Paul Garcia, Jr. to the Regional Renewable Energy Advisory Council by Representative Claudia L. Rodriguez, District 6.
.....

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

14. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refund listed below and posted on the attachment with this agenda:

1. Efrain Corona Family 2005 Trust and Coron, in the amount of \$2,896.62, made an overpayment on March 8, 2021 of 2020 taxes.
(Geo. # S658-999-0050-1200)

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

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

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

WHEREAS, taxpayer, Texas Title Company ("Taxpayer") has applied for a refund with the tax assessor for their 2015 property taxes that were overpaid on August 01, 2016 in the amount of \$9,600.55 for all taxing entities; and

WHEREAS, City Council ma) extend the deadline for the Taxpayer's application for the Overpayment of the 2015 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Texas Title Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2015 laws and the tax refund in the amount of \$9,600.55 is approved.

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

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

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed t\0 years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Texas Title Company ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on November 13, 2017 in the amount of \$18.55 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2017 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Texas Title Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of \$18.55 is approved.

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

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

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

WHEREAS, taxpayer, Texas Title Company ("Taxpayer") has applied for a refund with the tax assessor for their 2015 property taxes that were overpaid on August 31, 2016 in the amount of \$5,989.37 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2015 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Texas Title Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2015 taxes and the tax refund in the amount or \$5,989.37 is approved.

CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

16. *Motion made, seconded, and unanimously carried to **ACCEPT** the notation pursuant to Section 2.92.110 of the City Code, receipt of campaign contributions of five hundred dollars or greater by Representative Cissy Lizarraga in the amounts of \$2,500 from L. Frederick Francis; \$500 from Deborah C. Kastrin; \$1,000 from Donald R. Margo II & Adair W. Margo Trustees of the Margo Living Trust; \$2,500 from Paul L. Foster; \$500 from Linebarger Goggan Blair & Sampson, LLP Attorneys at Law; \$500 from Leonard A. Goodman III; \$2,500 from Ginger G. Francis; \$2,500 from Linda Christina Troncoso; \$2,500 from Richard A. Castro; \$500 from Dan W. Olivas; \$500 from Ike J. Monty; \$2,500 from E.C. Houghton, Jr.; \$1,305 in-kind from Woody L. Hunt.
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CONSENT AGENDA – BIDS:

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

17. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2021-0835 Rio Del Norte Improvements to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of \$127,524.76. The award of this project will support the installation of arm gates to allow access to authorized vehicles only. The project consists of installing gate foundations, installing and supplying gate power source, and modifying the road and medians to accommodate the gates.

Department:	Capital Improvement
Award to:	TAO INDUSTRIES INC., dba HAWK Construction
Horizon City, TX	
Items:	All
Initial Term:	60 Consecutive Calendar Days
Base Bid I:	\$127,524.76
Total Estimated Award:	\$127,524.76
Account No.:	580270-38290-4741-190-PCP17ST022
Funding Source:	2017 Certificates of Obligation
District:	6

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to TAO INDUSTRIES INC., dba HAWK Construction, lowest responsive and responsible bidder and that Vertex Construction & Engineering, LLC be deemed non-responsible due to not providing proper documentation that demonstrates a satisfactory performance record.

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

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

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

Ms. Erika Ruiz, citizen, commented.

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

18. Discussion and action to direct the City Manager to provide an update on the transition plan from the temporary facilities providing services for the homeless at the Delta Site as well as funding allocation details regarding the 10th amendment to the City's 2019-2020 (45th Year) Annual Action Plan for the Community Development Block Grant-Coronavirus Phase 3 (CDBG-CVIII).

Representative Lizarraga commented.

Mr. Tommy Gonzalez, City Manager, commented.

Motion made by Representative Annello, seconded by Representative Lizarraga, and unanimously carried to **APPROVE** the item.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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19. Discussion and action to direct the City Manager to draft a plan to implement renewable energy sources, possibly including but not limited to solar generation, into City of El Paso facilities and projects; to seek the input of the Regional Renewable Energy Advisory Council in the development of said plan; and to bring the draft plan back to City Council for consideration within 120 days.

Representatives Svarzbein, Annello, and Lizarraga commented.

Mr. Tommy Gonzalez, City Manager, commented.

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Svarzbein, and unanimously carried to **APPROVE** the item.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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20. Discussion and action regarding virtual attendance at future City Council meetings by members of Council and members of the public, including but not limited to:

1) consideration of amending the City Council's adopted Rules of Order to allow members of the public to continue to address the Council virtually/telephonically even after such time that the City Council returns to in-person meetings (and setting up the infrastructure to facilitate virtual public participation); and

2) consideration of amending the City Council's adopted Rules of Order to clarify the process by which members of Council can appear virtually/telephonically at a City Council meeting after all provisions of the Texas Open Meetings Act are reinstated following the pandemic.

Mayor Leeser and Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, and Lizarraga commented.

Ms. Karla Nieman, City Attorney, provided legal advice.

1ST MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Lizarraga and carried to **AMEND** the item to include virtual participation and attendance at City Boards and Commission meetings in compliance with the Texas Open Meetings Act.

AYES: Representatives Svarzbein, Annello, Hernandez, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: Representative Molinar

2ND AND FINAL MOTION

Motion made by Representative Salcido, seconded by Representative Rodriguez, and carried to **APPROVE THE ITEM, AS AMENDED.**

AYES: Representatives Svarzbein, Annello, Hernandez, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: Representative Molinar

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:

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

21. Update on Airport projects, achievements, and initiatives.

Mr. Sam Rodriguez, Airport Director, introduced the item and presented a PowerPoint presentation (copy on file in the City Clerk's Office).

The following City staff members provided input during the presentation:

1. Ms. Jessica Herrera, Director of Economic and International Development
2. Mr. Terry Sharpe, Assistant Director of Aviation
3. Mr. Tommy Gonzalez, City Manager
4. Mr. Ben Fyffe, Managing Director

Mayor Leeser and Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, and Rivera commented.

NO ACTION was taken on this item.

The City Council Meeting was **RECESSED** at 11:22 a.m. in order to convene the Mass Transit Board Meeting.

The City Council Meeting was **RECONVENED** at 11:46 a.m.

CALL TO THE PUBLIC – PUBLIC COMMENT

Mr. Michael Castro, citizen, commented.

REGULAR AGENDA - FIRST READING OF ORDINANCES

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Molinar, and unanimously carried that the following Ordinances, having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED** for public hearing:

AYES: Representatives Svarzbein, Anello, Hernandez, Molinar, Salcido, Rodriguez, Rivera and Lizarraga

NAYS: None

Goal 3: Promote the Visual Image of El Paso

22. An Ordinance changing the zoning of Tract 2-A, Block 52, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch- Farm) and R- F/H (Ranch-Farm/Historic) to R-3/C (Residential/Condition) and R-3/H/C (Residential/Historic/Condition) and imposing conditions. The penalty being as provided in Chapter 20.24 of the El Paso City Code. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: South of Americas Avenue and West of Socorro Road
Applicant: B&B Socorro, LLC
PZRZ20-00019

PUBLIC HEARING WILL BE HELD ON JUNE 8, 2021

23. An Ordinance vacating City right-of-way over a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas.

Subject Property: North of Montana Ave. and East of Campbell St.
Applicant: Housing Authority of the City of El Paso
SURW21-00002

PUBLIC HEARING WILL BE HELD ON MAY 25, 2021

REGULAR AGENDA –OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

24. Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **AWARD** Solicitation No. 2021-0733 Lease of Unmarked Police Vehicles to Acme Auto Leasing, LLC for an initial three (3) year term for an estimated amount of \$8,260,200.00. The award is to include a two (2) year optional term for an estimated amount of \$5,506,800.00. The total estimated award of \$13,767,000.00 for a total of five (5) years.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$293,400.00 for the initial term, which represents a 3.68% increase due to an increase of Special Purpose Vehicles lease per year.

REGULAR CITY COUNCIL MEETING MINUTES MAY 11, 2021 16

Department:	Police Department
Award to:	Acme Auto Leasing, LLC North Haven, CT
Items:	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 2,753,400.00
Initial Term Estimated Award:	\$ 8,260,200.00 (3 years)
Total Estimated Award:	\$13,767,000.00 (5 years)
Account No.:	321-21270-524080-2814
	321-21240-524080-2710- P2104-G2120SW055
	321-21240-524080-2710-P2104-G2120SW056
	321-21240-524080-2710-P2110-G2120SW058
	321-21240-524080-2710-P2104-G2120SW059
	321-21240-524080-2710-P2104-G2120SW060
	321-21210-524080-2680-P2104-GS2121MVC
Source:	Confiscated Funds
	HIDTA Source City
	HIDTA Intel
	HIDTA Multi
	HIDTA Enterprise
	HIDTA Transportation
	MVCPA Funding
Districts:	All

This is a Best Value, unit type contract. The Purchasing & Strategic Sourcing and the Police Departments recommend award as indicated to Acme Auto Leasing, LLC, the bidder offering the best value bid. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera and Lizarraga
 NAYS: None

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REGULAR AGENDA –PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

25. ORDINANCE 019179

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE AND SPECIAL WARRANTY DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY TO YERMOLAND ENTERPRISES, INC., A 0.6334 ACRES OF LAND IN A PORTION OF LOTS 3, 4 AND 5, BLOCK 5, KESSLER INDUSTRIAL DISTRICT # 1, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

Goal 3: Promote the Visual Image of El Paso

26.

ORDINANCE 019180

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST20-00011, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTION OF PARKING, LOT AREA, LOT WIDTH, LOT DEPTH, FRONT YARD SETBACK, AND CUMULATIVE FRONT & REAR YARD SETBACK ON THE PROPERTY DESCRIBED AS BEING THE WEST 47.47 FEET OF LOT 5, INDIAN TOWN SUBDIVISION, 9124 SAN FERNANDO COURT, 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.**

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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

27.

ORDINANCE 019181

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOT 27, BLOCK 1, ALTO MESA UNIT 5, 6700 N. MESA STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM P-C (PLANNED COMMERCIAL) TO C-2 (COMMERCIAL). THE PENALTY BEING AS PROVIDED 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: 6700 N. MESA STREET APPLICANTS: WESTSTAR BANK PZRZ21-00002

Ms. Anne Guayante, Lead Planner, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein and Annello commented.

Motion duly made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Salcido, and carried that the Ordinance be **ADOPTED**.

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

28.

ORDINANCE 019182

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO "ELMSHIRE, LLC" TO PLACE AND MAINTAIN UP TO 150 WASTE CONTAINERS ON SIDEWALKS AND CITY PROPERTY WITHIN THE CITY OF EL PASO, SUBJECT TO THE TERMS AND CONDITIONS DESCRIBED IN THE ORDINANCE.**

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

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

AYES: Representatives Svarzbein, Molinar, Rodriguez, Rivera, and Lizarraga

NAYS: Representatives Annello and Hernandez

NOT PRESENT FOR THE VOTE: Representative Salcido

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

29.

ORDINANCE 019183

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO "A1 OUTDOOR MARKETING" TO PLACE AND MAINTAIN UP TO 150 WASTE CONTAINERS ON SIDEWALKS AND OTHER CITY PROPERTY WITHIN THE CITY OF EL PASO, SUBJECT TO THE TERMS AND CONDITIONS DESCRIBED IN THE ORDINANCE.**

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

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

AYES: Representatives Svarzbein, Molinar, Rodriguez, Rivera, and Lizarraga

NAYS: Representatives Annello and Hernandez

NOT PRESENT FOR THE VOTE: Representative Salcido

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

30.

ORDINANCE 019184

The City Clerk read an Ordinance entitled: **AN ORDINANCE VACATING A TWENTY-FOOT PUBLIC UTILITY EASEMENT LOCATED WITHIN A PORTION OF BLOCK 36, CLARDY FOX SUBDIVISION UNIT FOUR, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Rodriguez, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

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

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

31.

ORDINANCE 019185

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONSERVATION EASEMENT, BY AND BETWEEN THE CITY OF EL PASO, EL PASO WATER UTILITIES, AND THE FRONTERA LAND ALLIANCE, TO CONVEY A CONSERVATION EASEMENT OVER THE OPEN SPACE PROPERTY COMMONLY REFERRED TO AS THE "LOST DOG PROPERTY".**

Mr. Sam Rodriguez, City Engineer, presented a PowerPoint presentation covering items 31 and 32 (copy on file in the City Clerk's Office).

Representatives Svarzbein, Annello, Hernandez, and Molinar commented.

The following City staff members and consultants commented and provided additional information.

1. Ms. Roberta Brito, Assistant City Attorney
2. Ms. Karla Nieman, City Attorney
3. Mr. Edward Moreno, Partner at Kemp Smith Law
4. Mr. Scott Cutler, Frontera Land Alliance Board of Directors

The following members of the public commented:

1. Ms. Sharon Bonart
2. Ms. Marilyn Guida
3. Mr. Rick Bonart

1ST MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello, and carried to ask the Public Service Board to **RETURN WITHIN SIXTY DAYS** to City Council with a maintenance plan for the Lost Dog Trail Property.

AYES: Representatives Svarzbein, Annello, Hernandez, Rodriguez, and Rivera

NAYS: Representatives Molinar, Salcido, and Lizarraga

2ND AND FINAL MOTION

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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

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32.

ORDINANCE 019186

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONSERVATION EASEMENT, BY AND BETWEEN THE CITY OF EL PASO, EL PASO WATER UTILITIES, AND THE FRONTERA LAND ALLIANCE, TO CONVEY A CONSERVATION EASEMENT OVER THE OPEN SPACE PROPERTY COMMONLY REFERRED TO AS THE "KNAPP PROPERTY"**.

Mayor Leeser and Representatives Svarzbein and Molinar commented.

The following members of the public commented:

1. Ms. Sharon Bonart
2. Ms. Marilyn Guida

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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

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

33. ORDINANCE 019187

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12, CHAPTER 12.88 (SCHEDULES), SECTION 12.88.180 (NO STOPPING OR STANDING-TOW-AWAY ZONE), PARAGRAPH A, TO ADD PORTIONS OF RIO DEL NORTE DRIVE; THE PENALTY BEING PROVIDED IN SECTION 12.84 OF THE EL PASO CITY CODE.**

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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

34. ORDINANCE 019188

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12, CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULE XIV - SPEED LIMITS), PARAGRAPH J (FIFTY-FIVE MILES PER HOUR), TO ESTABLISH A MAXIMUM SPEED LIMIT ON STAN ROBERTS SR AVENUE; THE PENALTY BEING PROVIDED IN CHAPTER 12.84 OF THE EL PASO CITY CODE.**

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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

35.

ORDINANCE 019189

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12, CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULE XIV - SPEED LIMITS), TO AMEND PARAGRAPH I (FIFTY MILES PER HOUR) BY DELETING SUBPARAGRAPH 6; TO AMEND PARAGRAPH H (FORTY-FIVE MILES PER HOUR) BY DELETING SUBPARAGRAPHS 28 AND 32; AND TO AMEND PARAGRAPH H (FORTY-FIVE MILES PER HOUR) BY AMENDING SUBPARAGRAPH 27, TO REDUCE THE SPEED LIMIT ON PORTIONS OF ZARAGOZA ROAD; THE PENALTY BEING PROVIDED IN CHAPTER 12.84 OF THE EL PASO CITY CODE.**

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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

REGULAR AGENDA – OTHER BUSINESS:

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

36.

R E S O L U T I O N

WHEREAS, on January 5, 2021, the El Paso City Council approved the "El Paso International Airport Proposed Five Year Capital Improvement Plan" which established the list of Airport Capital Improvement Program projects for FY 2021 through FY 2025 to be funded at the Airport; and

WHEREAS, the City desires to amend the El Paso International Airport Proposed Five Year Capital Improvement Plan for FY 2021 through FY 2025 to include additional project costs that will occur 10 2021 and add additional projects which are highlighted on Exhibit A" totaling approximately \$128,359,235.

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

THAT the City Council approves the amended list of projects on Exhibit "A" attached hereto, totaling approximately \$128,359,235, which includes the list of Airport Capital

Improvement Program projects approved by the City Council on January 5, 2021, the additional project costs that will occur in 2021 and the additional projects; and

THAT the City Council approves the use of the identified funding sources and that the City Manager be authorized to make all necessary budget transfers prior to the execution of the projects.

Mr. Terry Sharpe, Assistant Director of Aviation, commented.

1ST MOTION

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rivera

2ND MOTION

Motion made by Representative Lizarraga, seconded by Representative Hernandez, and unanimously carried to **RECONSIDER** the item.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

3RD AND FINAL MOTION

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

-
- 37.** Presentation and discussion by Project Arriba on their Mid-Year report (September 1, 2020 - March 31, 2021) on status of activities during the fiscal year, use of grant funds and progress in the performance measures required under the agreement executed on October 02, 2018 with the City of El Paso.

Ms. Monica Fuentes, Senior Economic Development Compliance Analyst, introduced the item.

Mr. Roman Ortiz, Chief Executive Officer for Project Arriba, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser commented.

NO ACTION was taken on this item.

38.

RESOLUTION

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

Discussion and Action that the City Manager be authorized to sign a Chapter 3 80 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and 1031 FIRESTONE, L.L.C. ("Applicant") in support of an infill development project located at 1031 Texas Avenue, El Paso, Texas, 79901. The project includes the rehabilitation of an existing facility to activate an office condominium. The Agreement requires the Applicant to make a minimum investment of \$443,918. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$27,992 in the form of a Property Tax Rebate, a Development Fee Rebate, and a Construction Materials Sales Tax Rebate.

Mr. Rafael Arellano, Business Services Coordinator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Svarzbein commented.

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

39.

RESOLUTION

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

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform geotechnical and materials testing consulting services on a task by task basis by and between the by City of El Paso and each of the following ten (10) consultants:

1. AECOM Technical Services Inc.
2. Brock & Bustillos, Inc.
3. Civil Associates, Inc.
4. Cobb Fendley & Associates, Inc.
5. CONSOR Engineering, LLC.
6. Dannenbaum Engineering Company-El Paso, LLC.
7. ESSCO International, Inc.
8. Freese & Nicholls, Inc.
9. Huitt Zollars, Inc.
10. Moreno Cardenas, Inc.

Each On-Call Agreement will be for an amount not to exceed Seven Hundred and Fifty Thousand and No/00 Dollars (\$750,000.00), and each agreement will include authorization

for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. 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 each On-Call Agreement.

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

Goal 8: Nurture and Promote a Healthy Community

- 40.** Presentation and introduction to the 47th Year (2021-2022) Annual Action Plan for the following Federal Department of Housing and Urban Development (HUD) Entitlement Grants: Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs. Following this introduction, a 30-day public comment period will commence, after which the Final Annual Action Plan will be presented to Council for approval.

The following members of the public commented:

1. Mr. Gilbert Reynaud
2. Ms. Carol Henry Bohle
3. Mr. Roger De Moor
4. Ms. Celia Garcia

NO ACTION was taken on this item.

EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** at 1:52 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.074 PERSONNEL MATTERS

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

Motion made by Representative Annello, seconded by Representative Hernandez, and unanimously carried to **ADJOURN** the Executive Session at 3:42 p.m. and **RECONVENE** the meeting of the City Council.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

.....
EX1 Legal consultation regarding the City Attorney and City Manager performance evaluation. (551.071 and 551.074)

NO ACTION was taken on this item.

.....
ADJOURN

.....
Motion made by Representative Rivera, seconded by Representative Lizarraga, and unanimously carried to **ADJOURN** this meeting at 3:42 p.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

DEE MARGO
MAYOR

TOMMY GONZALEZ
CITY MANAGER



CITY COUNCIL
PETER SVARZBEIN, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
SAM MORGAN, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
CLAUDIA L. RODRIGUEZ, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CISSY LIZARRAGA, DISTRICT 8

CITY COUNCIL WORK SESSION MINUTES
November 9, 2020
3:35 PM

Due to the temporary suspension of specified provisions of Texas Open Meetings laws due to the COVID-19 emergency this meeting was conducted via telephonic and videoconference formats.

.....
The City Council of the City of El Paso met on the above time and date via videoconference. The meeting was called to order at 5:35 p.m. Mayor Dee Margo present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Anello, Cassandra Hernandez, Sam Morgan, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga.
.....

AGENDA

1. **For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on October 20, 2020.**
 1. Discussion on Audit Plan Updates.
 2. Discussion and Action on the City of El Paso Internal Audit Charter.
 - Motion made by Representative Rivera, seconded by Representative Lizarraga and approved by Representative Morgan, Representative Lizarraga, Representative Rivera and Representative Salcido to approve the Internal Audit Charter.
 3. Discussion and Action on the FY2021 Annual Internal Audit Plan.
 - Motion made by Representative Rivera, seconded by Representative Morgan and approved by Representative Morgan, Representative Lizarraga, Representative Rivera and Representative Salcido to approve the FY 2021 Annual Internal Audit Plan.
 4. Discussion on Client Surveys.

Mr. Edmundo Calderon, Chief Internal Auditor, provided an overview of the items discussed during the October 20, 2020 meeting.

NO ACTION was taken on this item.
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2. Presentation and discussion by the COVID-19 Response and Recovery Cross-Functional Team providing information on key activities, efforts and processes.

1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, introduced the item and spoke about the upcoming “Stay at Home” Order and the importance to abide by the order to lessen community spread of the virus. He explained that the mitigation team will focus on ensuring businesses and citizens are following the order.

2. Cross Functional Team Operations (Chief Mario D’Agostino/ Angela Mora)

Fire Chief Mario D’Agostino thanked first responders and health care providers for taking care of the community. Ms. Angela Mora provided an overview of the flu prevention campaign focused on the vulnerable population and spoke about the low incidence of flu cases among the community. She encouraged citizens to fill out Self Disclosure Covid-19 Forms to report positive results as they will assist contact tracers in their efforts. Ms. Mora also reported on the projected vaccine distribution process.

3. City Attorney’s Office:

1. COVID-19 Updates-Governor Abbott’s Proclamations (Karla Nieman)
2. Municipal Court Closure (Karla Nieman)
3. City Attorney’s Office COVID-19 Support (Karla Nieman)

Ms. Karla Nieman, City Attorney, presented a Power Point presentation (copy on file in the City Clerk’s Office) providing the status of the Governor’s Executive Orders, Declaration of a Public Health Disaster, Texas Supreme Court Emergency Orders, and local Ordinances and Directives. She stated the Governor will most likely extend disaster declarations and added that the presiding judge at Municipal Court has extended the Court closure until November 27, 2020.

4. Team Lead Reports:

1. Health Focus (Hector Ocaranza, M.D.)
 - a) Community Task Force Recommendations Update
 - b) Presentation and Update from Ciudad Juarez
2. Economic Recovery (Jessica Herrera, Kelly Kotlik)
3. Financial Focus (Robert Cortinas)
4. Facility Update (Sam Rodriguez)
5. Testing Recap and Update (Tracey Jerome)
6. Education, Communication and Compliance (Ellen Smyth, Dionne Mack)
7. Community Vulnerabilities and Human Services (Abraham Gutierrez) – **update was not provided**
8. Operations Focus (Richard Bristol)

The following City staff members presented PowerPoint presentations and addressed questions posed by Council members (copies of presentation on file in the City Clerk’s Office):

1. Assistant Fire Chief of EMC Jorge Rodriguez
2. Ms. Josette Flores, Senior Assistant City Attorney
3. Mr. Evan Reed, Assistant City Attorney

4. Mr. Eric Gutierrez, Assistant City Attorney
5. Ms. Kristen Hamilton-Karam, Senior Assistant City Attorney
6. Dr. Hector Ocaranza, City of El Paso Public Health Authority
7. Ms. Dionne Mack, Deputy City Manager, Public Safety
8. Ms. Jessica Herrera, Economic Development Director
9. Mr. Kelly Kotlik, Economic Development Program Administrator
10. Mr. Robert Cortinas, Chief Financial Officer
11. Mr. Sam Rodriguez, Chief Operations and Transportation Officer
12. Mr. Alex Hoffman, Capital Improvement Assistant Director
13. Ms. Tracey Jerome, Deputy City Manager for Quality of Life
14. Ms. Laura Cruz-Acosta, Strategic Communications Director
15. Assistant Police Chief, Peter Pacillas
16. Mr. Richard Bristol, Streets and Maintenance Director

Dr. Kristi Mena, University of Texas Health Science Center Dean, participated in the presentation and provided information regarding a small business COVID-10 safeguard assessment and the assistance provided to help businesses stay open.

NO ACTION was taken on this item.

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3.

RESOLUTION

WHEREAS, on December 18, 2017, the El Paso City Council approved the 2018 Capital Plan for a total \$76,735,148 Certificates of Obligation to fund various projects throughout the City; and

WHEREAS, on February 4, 2019, the El Paso City Council approved an updated list of the projects included in 2018 Capital Plan; and

WHEREAS, the City desires to amend the 2018 Capital Plan to include COVID-19 Response Facilities project; and

WHEREAS, the City desires to amend the 2018 Capital Plan to reallocate funds from the Railroad Road Reconstruction project in the amount of \$8,777,437 to the COVID-19 Response Facilities; and

WHEREAS, the Railroad Road Reconstruction project received federal funding through the Metropolitan Planning Organization freeing up local funds for other City priorities.

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

THAT the City Council approves the amendment to the 2018 Capital Plan to include COVID-19 Response Facilities project shown in **Attachment "A"**; and

THAT the City approves the amendment the 2018 Capital Plan to reallocate funds from the Railroad Road Reconstruction project in the amount of \$8,777,437 to the COVID-19 Response Facilities shown in **Attachment "A"**.

“ATTACHMENT A”

Project	Amount
IT Funding Requests	\$3,863,000
Aquatics	\$12,837,712
Tom Lea Park Slope Rehabilitation	\$8,411,993
MPO Match	\$11,307,100
Sidewalks/Crosswalks (Downtown)	\$464,500
Brian Ray	\$2,121,000
Hawkins	\$9,360,000
Railroad	\$5,000,000
Schuster	\$7,559,900
Ted Houghton	\$1,282,000
Leo Cellaire Pool	\$2,799,154
COVID-19 Response Facilities	\$8,777,437
2% Public Art	\$1,475,676
Bond Issuance	\$1,475,676
TOTAL	\$76,735,148

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

AYES: Representatives Svarzbein, Anello, Hernandez, Morgan, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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4.

ORDINANCE 019115

**AN EMERGENCY ORDINANCE
RE-ENACTING, RESTATING AND AMENDING EMERGENCY ORDINANCE
NO. 019036, AS AMENDED;
PENALTY AS PROVIDED IN SECTION 8**

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, by proclamation issued on March 13, 2020, the Mayor declared a local state of disaster for the City of El Paso resulting from a public health emergency; and

WHEREAS, on March 17, 2020, the City Council, pursuant to City Charter Section 3.10, adopted Emergency Ordinance No. 019036 to meet a public emergency affecting, life, health, property or the public peace; and

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019036 monthly, with the most recent extension taking place on October 27, 2020; and

WHEREAS, Section 122.006 of the Texas Health & Safety Code provides home-rule municipalities express authority to adopt rules to protect the health of persons in the municipality,

including quarantine rules to protect the residents against communicable disease; and

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

WHEREAS, between October 6th through October 24th, 2020, over 10,000 confirmed positive COVID-19 cases were reported; and

WHEREAS, on October 24, 2020, El Paso had 104.3 cases per 100,000 population, which is the metropolitan area in the State of Texas with the highest number of new cases per capita and the highest in the country for a metropolitan area of comparable size; and

WHEREAS, on October 24, 2020, the capacity of all El Paso area hospitals reached its limits; and

WHEREAS, as October 24, 2020, El Paso area hospitals Intensive Care Units were at 100% capacity; and

WHEREAS, while the exact location where an individual may have contracted COVID-19 remains unknown, current epidemiological data shows that of the people who became infected during the spike period from October 6th through October 24th individuals reported doing the following before becoming infected: 38.92% reported visiting stores, 22.04 % visited restaurants, 18.89% traveled to Mexico, 9.01% attended parties/reunions; 7.54% went to the gym, and 3.61% attended large gatherings; and

WHEREAS, the number of positive COVID-19 cases doubled in one month from 24,979 on October 1st to 48,885 on October 30th, 2020; and

WHEREAS, the 7-day average of new cases per capita grew 490% from 26.7/100,000 on October 1st to 157.3/100,000 on October 30th; and;

WHEREAS, the positivity rate increased 126% from 9.43% on October 1st to 21.3% on October 30th; and

WHEREAS, El Paso increased COVID-19 testing by 180% from 17,211 during CDC week 40 to 48,325 during CDC week 43; and

WHEREAS, the number of daily tests (7-day rolling average) per capita increased almost 3-fold from 283/100,000 to 775/100,000; and

WHEREAS, COVID-19 related hospitalizations increased 450% in one month from a 7-day average of 162 on October 1st to 891 on October 30th ; and

WHEREAS, the number of deaths is increasing; and

WHEREAS, on average, one death per day is confirmed as COVID-19, and 220 deaths remain under investigation; if all cases under investigation are confirmed to be due to COVID-19, El Paso will have an average of 7 deaths per day for the next month; and

WHEREAS, as of November 5, 2020, El Paso has 22,954 active cases and a 7-day rolling

average positivity rate of 23.92%; and

WHEREAS, public health measures including isolation, quarantine, social and physical distancing play an important role in controlling the spread of SARS Cov-2/COVID-19; and

WHEREAS, a disaster continues to exist and requires that certain emergency measures be taken to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, the City Council desires to amend Emergency Ordinance No. 019036, as restated and amended on October 27, 2020, to incorporate additional restrictions to address the growing number of COVID-19 cases in El Paso; and

WHEREAS, this Order shall remain in effect through December 9, 2020, or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

That Emergency Ordinance No. 019036 is re-enacted, restated and amended to read as follows:

1. STATE AND FEDERAL GUIDANCE

The City authorizes the Emergency Management Director or designee to update, restrict and promulgate regulations necessary to comply with Federal, State, and Local authorities' guidance in relation to COVID-19.

2. CITY BOARDS AND COMMISSIONS

[Reserved].

3. PRICE CONTROLS

A person shall not sell any of the following goods or services for more than the fair market value:

- a) groceries, beverages, toiletry articles, ice;
- b) construction and building materials and supplies, and earthmoving equipment and machinery;
- c) electrical and gas generating and transmission equipment, parts and accessories;
- d) charcoal briquettes, matches, candles, lamp illumination and heat unit carbides, dry batteries, light bulbs, flashlights, and hand lanterns;
- e) hand tools (manual and power), hardware and household supplies, and equipment rental;
- f) automotive parts, supplies, and accessories;
- g) plumbing and electrical tools and supplies;
- h) apartment, duplex, multi-family dwelling, rooming house, hotel and motel rental;
- i) motor oil, kerosene, grease, and automotive lubricants;
- j) restaurant, cafeteria, and boarding-house meals;

- k) services of roofing and building contractors, plumbers, electricians, mechanics, tree surgeons, and automobile wrecker companies;
- l) medicine, pharmaceutical, and medical equipment and supplies;
- m) blankets, quilts, bedspreads, bed linens, mattresses, bedsprings, bedsteads, towels, toilet paper; and
- n) furniture and clothing.

4. SUSPENSION AND MODIFICATION OF ORDINANCES AND RULES

a) The following ordinances are hereby suspended or modified as indicated:

- i. Any ordinance or regulation that imposes an obligation upon the City to deliver in less than five (5) business days any non-essential good, or service, as determined by the Mayor, is hereby suspended.
- ii. Ordinance number 016736 is hereby modified to read as follows:

Ordinance granting the authority to the City Manager or designee to enter into and sign certain contracts on behalf of the City is hereby amended to authorize the City Manager to negotiate and enter into contracts, including the issuance of purchase orders, on behalf of the City and sign and bind the City for contracts for the acquisition of goods and services in an amount that exceeds \$50,000 per annum, in order to take immediate action to relieve the emergency necessity of the municipality's residents, to preserve the property of the municipality, and to protect the health, safety, and welfare of the municipality's residents.

- iii. El Paso City Code, Title 12 (Vehicles and Traffic), Chapter 12.56 (Parking Meters), Sub-chapter 12.56.020 (Installation), Sub-section 12.56.020(F), second sentence of the first paragraph, as stated below is hereby suspended and temporarily replaced with the following:

Parking meter fees shall apply in all areas between the hours of 8:00 a.m. and 6:00 p.m. of every day except on officially designated city holidays and Sundays. The International Bridges Director shall make recommendations to city council for exceptions to the days and times when parking meter fees shall apply, except that, for the duration of the local disaster declaration, the Director of International Bridges or designee may, without recommending to City Council, select as exempt from the parking meter fees those parking meters that enable curbside pick up and take out at restaurants in increments not to exceed 15 minutes.

The Exceptions within 12.56.020(F) are not suspended or amended, and remain in full force and effect.

- iv. The following sections of the Resolution Amending the Rules of Order for the El Paso City Council (the "Rules of Order"), Revised, as Effective March 3, 2020, including but not limited to exhibits, is hereby temporarily suspended and amended as follows:

- a) All references to 9:00 a.m. are changed to 3:30 P.M.
- b) All references to 12:00 noon are changed to 6:00 P.M.

Except as amended herein, the remainder of the Rules of Order are not suspended or amended, and remain in full force and effect. This Rule shall not be in effect the week of Thanksgiving through the end of the 2020 calendar year; the City shall revert to its Original Rules of Order during this period.

v. El Paso City Code Title 5 (Business License and Permit Regulations), Chapter 5.01 (General), Sub-chapter 5.01.090 (License/Permit-Appeal of denial, suspension or revocation), is hereby modified to add the following:

D. The City official or designee or the permit official or designee, as defined in El Paso City Code Chapter 5.01, may without warning, notice or hearing, suspend the permit and or license to operate an establishment granted under Title 5 of the El Paso City Code for a period not to exceed thirty days if:

1. Conditions exist in an establishment that constitute an imminent health hazard, which by way of example may include failure to comply with any provision of a Local Emergency Directive, Local Health Authority Order, Emergency Ordinance, or other local, state or federal law relating to the COVID-19 pandemic;
2. The establishment operation has serious or repeated violations of any of the requirements noted in paragraph 1 above, which are a violation of this chapter. For purposes of this provision a serious violation includes but is not limited to, failure to comply with any provision of an active Local Emergency Directive, Local Health Authority Order, Emergency Ordinance or other local, state or federal law related to the spread of a communicable disease.

A City official or permit official may reinstate a permit if in the discretion of the official and following an inspection, the establishment has taken sufficient corrective actions. Any suspension subject to this paragraph D may be appealed pursuant to paragraphs A through C of this El Paso City Code Section 5.01.090, unless a specific chapter of the El Paso City Code sets out a different appeal process.

E. Whenever a permit or license is suspended the holder of the permit or license shall immediately cease operation of the establishment. It shall be a violation of this chapter to operate an establishment with a suspended permit or license.

vi. Title 9 (Health and Safety), Chapter 9.12 (Food and Food Handling Establishments), Section 9.12.040 (Permit-Approval Process), is modified to add paragraph D which shall read as follows:

D. Permit Process Moratoria. If the Director finds that there is good cause to halt the issuance and or renewal of permits granted pursuant to Chapter 9.12 of the El Paso City Code, the Director may pause the processing and issuance of such permits for up to 30 days. Such good cause may be based upon lack of sufficient resources to conduct reviews, inspections, process payments, or based on a state of emergency, protection of life from imminent health hazards, or for other similar reasons.

If the Director makes such a determination he shall issue a written moratorium stating the date that the City will halt processing permits pursuant to Chapter 9.12 of the El Paso City Code, what the moratorium will halt the processing of, the basis for his determination, and

the date which such permitting will resume. Upon issuing this Moratorium by filing it with the City Clerk, the City will cease processing new permits and/or renewals pursuant to Chapter 9.12 of the El Paso City Code. The City will continue to accept applications after the effective date of the moratorium, but they will be placed in a first in first out queue which will not be processed, acted upon or issued until the end date of the moratorium.

If an applicant for a permit or renewal has special circumstances which they believe warrants a permit or renewal be issued during the moratorium period, they may appeal to the City Manager or designee for a determination on that permit or renewal by filing a letter explaining their circumstances with the City Manager, who will within 10 days issue a final determination on whether the permit or renewal will be processed or must wait until the moratorium has ended.

vii. Title 9 (Health and Safety), Chapter 9.12 (Food and Food Handling Establishments), Section 9.12.080 (Suspension-Notification), Subsection (A) of the El Paso City Code is modified to read as follows:

A. The director or designee may, without warning, notice or hearing, suspend the permit and license to operate the establishment if:

1. Conditions exist in an establishment that constitute an imminent health hazard which by way of example may include failure to comply with any provision of a Local Emergency Directive, Local Health Authority Order, Emergency Ordinance, or other local, state or federal law relating to the COVID-19 pandemic;

2. The establishment operation has serious or repeated violations of any of the requirements of this chapter. For purposes of this provision a serious violation includes but is not limited to, failure to comply with any provision of an active Local Emergency Directive, Local Health Authority Order, Emergency Ordinance or other local, state or federal law related to the spread of a communicable disease

viii. El Paso City Code Title 9 (Health & Safety), Chapter 9.48 (Public Swimming Pools and Spas), Section 9.48.250 f (Suspension of licenses and closure by director), sub-section A, is hereby modified to read as follows:

3. A violation not appearing on this list but appearing elsewhere in this chapter regarding public pool or spa health and safety which has not been corrected within the number of days indicated on a written notice of violation; or

4. The public swimming pool or public spa fails to comply with any provision of a Local Emergency Directive, Local Health Authority Order, Emergency Ordinance, or other local, state or federal law relating to the COVID-19 pandemic, which constitutes an imminent health hazard.

ix. Title 9 (Health & Safety), Chapter 9.84 (Miscellaneous Health Regulations), Section 9.84.030 (Spitting) is hereby modified to read as follows:

9.84.030- Spitting, Sneezing and Coughing.

It is unlawful for any person to:

1. With criminal negligence spit, sneeze or cough upon:
 - a. Another individual,
 - b. Any sidewalk,
 - c. Upon the floor of any bus, taxi, trolley-car, or other similar public conveyance,
 - d. Upon the stairway, floor, passages or walls of any public building in the city,
 - e. Upon the walks, grass, grounds, seats or stands in any of the public parks in the city which people regularly use for recreation, rest or amusement,
 - f. Upon any frequently touched object with which members of the general public commonly interact, such as gas pumps, credit card readers, doorknobs, etc.

This section shall not apply to children ten years of age and less.

- b) The suspension or modifications of the ordinances and regulations listed in Subsection (a) shall remain in effect for 30 days, unless re-enacted in accordance with City Charter 3.10 or until the state of disaster is terminated, whichever is sooner.

5. MOVEMENT OF PEOPLE AND OCCUPANCY OF PREMISES

- a) Except as allowed or further restricted by federal, state or local law, individuals are prohibited from socially gathering in a group larger than ten (10) individuals (including those within the individual's household) in a single space.

For purposes of clarity, this does not prohibit people from visiting a variety of places, including but not limited to grocery stores, gas stations, churches, curbside retail, dry cleaning and banks, so long as the necessary precautions are maintained to reduce the transmission of COVID-19. Individuals that choose to leave their homes to obtain the aforementioned types of good or services should limit their visit to one member of the household, unless a caregiver; this limitation does not apply to visiting churches.

- b) [Reserved].

- c) Restaurants may remain open as allowed by the Texas Governor or local law, and pursuant to current Local Emergency Directives and El Paso Health Authority Orders for Restaurants, as amended.

6. TEMPORARY ASSISTANCE

The City urges all businesses to provide two weeks of paid sick leave to employees that succumb to COVID-19, are caring for someone with COVID-19, or are subject to quarantine. The City further urges businesses to apply for any available federal funding for the provision of paid sick leave.

7. UTILITIES & RESIDENCE

Residents and commercial tenants are responsible for paying their respective utility, mortgage and rent bills.

Landlords and tenants are encouraged to in good faith work out deferred payment plans or long term payment plans; however,

a) To the extent allowed by law, no local utility shall discontinue the provision of cable, internet, water, gas, waste removal and electric utility services to a residential or commercial customer for lack of payment while this ordinance is in effect.

b) To the extent allowed by law, no landlord shall evict a tenant for lack of payment while this ordinance is in effect.

8. PENALTIES

a) These regulations shall have the effect of ordinances when duly filed with the City Clerk.

b) A person who violates any provision of these regulations, upon conviction, is guilty of a misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000.00).

9. NOTICE OF INDEPENDENT CRIMINAL PENALTIES

A. State and local officials have with limited exceptions, mandated all individuals to wear a face covering when inside a commercial entity or other building or space open to the public, or when in an outdoor public space, whenever it is not feasible to maintain six feet of social distancing from another person not in the same household. When an individual fails to wear a face covering, a COVID-19 infected person's cough or sneeze may result in droplets carrying COVID-19 to spread through the air and land in the mouths or noses of other individuals nearby.

The public is hereby on notice that coughing or sneezing on another person may subject them to criminal penalties for simple assault pursuant to the Texas Penal Code.

B. Individuals who fail to follow Isolation and Quarantine Orders issued by the El Paso Department of Public Health knowingly expose others to COVID-19. Similarly, individuals whose names were not reported to the El Paso Department of Public Health and fail to self-quarantine despite knowing they are a high risk contact due to their exposure to an individual with COVID-19, knowingly expose others to COVID-19.

The public is hereby on notice that a violation of any Order issued by the El Paso Local Health Authority is a criminal offense and may result in criminal penalties. A violation of the El Paso Local Health Authority's Order may also result in ordered management, which may include involuntary incarceration in a treatment facility or other location as determined by the Court.

10. EMERGENCY

This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

Except as specified in a preceding section, this emergency ordinance shall take effect immediately upon its adoption and publication and it is accordingly so ordained. This ordinance shall remain in effect for 30 days, unless re-enacted in accordance with City Charter section 3.10 or until the state of disaster is terminated, whichever is sooner.

11. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, sentences, paragraphs and sections of this ordinance are severable. If any part of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, sentences, paragraphs and sections.

Motion made by Representative Morgan, seconded by Representative Lizarraga, and unanimously carried to **ADOPT** the Emergency Ordinance.

AYES: Representatives Svarzbein, Anello, Hernandez, Morgan, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

Mayor Margo consented to the adoption of the Emergency Ordinance.

5. **Discussion and action to direct the City Manager to develop a digital questionnaire or program to be used for persons to electronically self-disclose COVID-19 positive results obtained from private labs and report to the Public Health Department's contact tracing program.**

Representative Hernandez commented.

NO ACTION was taken on this item.

6. **Discussion and action to reallocate CARES Act funds within the area of Public Health and Safety - Emergency Operations in order to provide additional resources to better monitor compliance and conduct enforcement at the locations with the highest incidence of COVID-19 infection as identified through contact tracing, including but not limited to big box retail, restaurants, and large personal gatherings.**

Representatives Svarzbein, Anello, Salcido, Rivera and commented.

The following City staff members commented:

1. Mr. Robert Cortinas, Chief Financial Officer
2. Mr. Tommy Gonzalez, City Manager
3. Ms. Dionne Mack, Deputy City Manager for Public Safety
4. Ms. Jessica Herrera, Economic and International Development Director

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

AYES: Representatives Svarzbein, Anello, Hernandez, Morgan, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

7. **Discussion and action on imposing a moratorium on any new permits and licenses for bars converting to restaurants in El Paso until the surge in active COVID-19 cases reduces for seven consecutive days.**

Representative Hernandez explained that no action was needed.

NO ACTION was taken on this item.

.....
8. Discussion and action on COVID-19 contact tracing and methodology used when issuing citations to individuals or businesses violating COVID-19 Emergency Ordinances.

Representatives Svarzbein, Annello, and Hernandez commented.

NO ACTION was taken on this item.

.....
9. Update and action on meetings to occur between the City Manager and City staff with the County Judge and County staff on the implementation of COVID-19 regulations and orders.

Mayor Margo and Representatives Svarzbein, Hernandez, and Morgan commented.

Mr. Tommy Gonzalez, City Manager, explained that City staff and County staff are meeting on a daily basis.

Fire Chief Mario D'Agostino, informed Council that staff from the Office of Emergency Management meets with the Mayor and the County Judge daily and that Dr. Hector Ocaranza provides weekly updates during County Commissioners meetings.

NO ACTION was taken on this item.

.....
10. Discussion and presentation by the City Attorney's Office on the City of El Paso Mayor's responsibility and role in representing the City in intra-governmental and intergovernmental relationships.

Representative Hernandez explained that no action was needed.

NO ACTION was taken on this item.

.....
11. Discussion on the El Paso Mayor's authority over City staff to act or not act on emergency orders imposed by the County.

Representative Hernandez explained that no action was needed.

NO ACTION was taken on this item.

.....
12. Discussion and action to express power granted to Council by the City Charter Section 3.8 to use investigative powers to inquire into the official conduct and communications of the offices of City Attorney, City Manager, El Paso Police Department, 311, OEM, and Mayor's office, and any other relevant parties or individuals, into the sequence of events leading into the resulting non-enforcement of the County Judge' Stay at Home/Stay Safe Order No. 13 issued on October 29, 2020.

Mayor Margo and Representatives Svarzbein, Hernandez, Morgan, Salcido, Rivera, and Lizarraga

commented.

The following City staff members commented:

1. Mr. Tommy Gonzalez, City Manager
2. Ms. Karla Nieman, City Attorney
3. Ms. Kristen Hamilton, Senior Assistant City Attorney
4. Ms. Laura D. Prine, City Clerk

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Hernandez to **APPROVE** the item.

AYES: Representatives Svarzbein, Anello, Hernandez, and Rivera

NAYS: Representatives Morgan, Salcido, Rodriguez, and Lizarraga

THE MOTION FAILED FOR LACK OF A MAJORITY VOTE

-
- 13. Discussion and action to direct the City Attorney to create a legal process in which the City shall follow to implement enforcement of City and County Emergency Orders and Ordinances.**

Mayor Margo and Representatives Svarzbein, Anello, Hernandez, Salcido, Rodriguez, Rivera, and Lizarraga commented.

The following City staff members commented:

1. Mr. Tommy Gonzalez, City Manager
2. Ms. Karla Nieman, City Attorney
3. Ms. Dionne Mack, Deputy City Manager for Public Safety
4. Assistant Police Chief Peter Pacillas

Motion made by Representative Anello, seconded by Representative Hernandez to **APPROVE** the item.

AYES: Representatives Svarzbein, Anello, Hernandez, and Rivera

NAYS: Representatives Morgan, Salcido, Rodriguez, and Lizarraga

Mayor Margo broke the tie by voting "NAY". THE MOTION FAILED.

-
- 14. Discussion and action to direct the City Attorney to take appropriate measures to support/intervene El Paso County on potential litigation regarding County Judge Stay at Home/Stay Safe Order No. 13 issued on October 29, 2020.**

Mayor Margo and Representative Hernandez commented.

Ms. Karla Nieman, City Attorney, commented.

1st MOTION

Motion made by Representative Morgan, seconded by Representative Lizarraga to, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** at 11:18 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the item.

2ND MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **ADJOURN** the Executive Session on November 10, 2020 at 12:08 a.m. and **RECONVENE** the meeting of the City Council.

3RD AND FINAL MOTION

Motion made by Representative Hernandez, seconded by Representative Annello that the City of El Paso authorizes the City Attorney to file an amicus brief in support of the County in the State of Texas et al. vs. El Paso County and any related appeals. This motion is intended to grant broad authority to the City Attorney to take any action necessary to address these matters in consultation with the City Manager.

AYES: Representatives Svarzbein, Annello, Hernandez, and Rivera

NAYS: Representatives Morgan, Salcido, Rodriguez, and Lizarraga

Mayor Margo broke the tie by voting "NAY". THE MOTION FAILED.

15. Discussion and action on the City of El Paso's adoption and implementation of El Paso County Stay at Home/Stay Safe Order No. 13, directing the City Attorney to draft the Home/Stay Safe Order No. 13 into a City document.

Mayor Margo and Representatives Svarzbein, Hernandez, Morgan, and Salcido commented.

Ms. Karla Nieman, City Attorney, commented.

Motion made by Representative Hernandez, seconded by Representative Svarzbein to **APPROVE** the item.

AYES: Representatives Svarzbein, Annello, Hernandez, and Rivera

NAYS: Representatives Morgan, Salcido, Rodriguez, and Lizarraga

Mayor Margo broke the tie by voting "NAY". THE MOTION FAILED.

EXECUTIVE SESSION

Motion made by Representative Morgan, seconded by Representative Salcido, and carried that the City Council retire into **EXECUTIVE SESSION** on November 10, 2020 at 12:20 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 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Hernandez, Morgan, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: Representatives Svarzbein and Annello

Motion made by Representative Hernandez, seconded by Representative Annello, and unanimously carried to adjourn the Executive Session on November 10, 2020 at 12:50 a.m. and **RECONVENE** the meeting of the City Council during which time a motions were made.

AYES: Representatives Svarzbein, Annello, Hernandez, Morgan, Salcido, Rodriguez, Rivera, and

Lizarraga
NAYS: None

.....
EX1. Application of El Paso Electric Company to Amend Its Distribution Cost Recovery Factor; Under the City's Original Jurisdiction and Public Utility Commission of Texas Docket No. 51348; Matter: 20-1008-155. (551.071) (551.087)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Morgan and carried that the CITY OF EL PASO finds after review of the *Application of El Paso Electric Company for a Distribution Cost Recovery Factor (DCRF)* that implementation of the adjustment in the utility's monthly customer charge for the proposed DCRF, as identified in the filing, is not justified. The Application is denied.

AYES: Representatives Svarzbein, Annello, Hernandez, Morgan, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

.....
EX2. Albert Lopez and Lexby Lopez v. City of El Paso; Matter: 17-1032-1318; (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Lizarraga and carried that the City Attorney be authorized settlement authority to negotiate settlement at the mediation to resolve the case entitled, *Albert Lopez and Lexby Lopez v. City of El Paso, Texas; Cause No.: 2017DCV0065*.

In addition to negotiating a settlement agreement, the City Attorney is authorized to sign all necessary documents to effectuate this authority under Matter No. 17-1036-1318.

AYES: Representatives Svarzbein, Annello, Hernandez, Morgan, Salcido, Rivera, and Lizarraga
NAYS: Rodriguez

.....
ADJOURN

Motion made by Representative Morgan, seconded by Representative Hernandez, and unanimously carried to **ADJOURN** this meeting on November 10, 2020 at 12:53 a.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Morgan, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



Legislation Text

File #: 21-572, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign a First Amendment to the Temporary Land Use Lease by and between the City of El Paso ("Lessor") and BT-OH, LLC d/b/a United Parcel Service Co. ("Lessee") regarding the following described property: A portion of Lot 9, Block 3, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas (approximately 234,840.30 SQ FT), municipally known and numbered as 25 Founders Blvd., El Paso, Texas.

With a term beginning on September 15, 2020 ("Effective Date"), and ending on April 30, 2022 for a monthly fee of \$4,696.81.

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

AGENDA DATE: May 25, 2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Samuel Rodriguez, P.E. Aviation Director
(915) 212-7301

DISTRICT(S) AFFECTED: 2

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

SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign a First Amendment to the Temporary Land Use Lease by and between the City of El Paso ("Lessor") and BT-OH, LLC d/b/a United Parcel Service Co. ("Lessee") regarding the following described property: A portion of Lot 9, Block 3, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas (approximately 234,840.30 SQ FT), municipally known and numbered as 25 Founders Blvd., El Paso, Texas.

With a term beginning on September 15, 2020 ("Effective Date"), and ending on April 30, 2022 for a monthly fee of \$4,696.81.

BACKGROUND / DISCUSSION:

Temporary Land Use Lease: September 15 to April 30, 2022.

PRIOR COUNCIL ACTION:

- September 15, 2020 – Lessor and Lessee entered into the Temporary Land Use Lease through January 31, 2021.
- February 16, 2021 Lessor and Lessee entered into a second Temporary Land Use Lease through May 31, 2021.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Aviation

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Samuel Rodriguez, P.E., Director of Aviation

RESOLUTION

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

That the City Manager be authorized to sign a First Amendment to the Temporary Land Use Lease by and between the City of El Paso ("Lessor") and BT-OH, LLC d/b/a UNITED PARCEL SERVICE CO. ("Lessee") regarding the following described property:

A portion of Lot 9, Block 3, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas (approximately 234,840.30 SQ FT), municipally known and numbered as 25 Founders Blvd., El Paso, Texas

APPROVED this ____ day of _____ 2021.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

First Amendment to Temporary Land Use Lease

This First Amendment to the Temporary Land Use Lease Agreement (the "Lease") is entered on _____, 2021 ("Effective Date") between the CITY OF EL PASO ("Lessor"), a home-rule municipality existing under the laws of the State of Texas, and BT-OH, LLC d/b/a UNITED PARCEL SERVICE CO., a Delaware Corporation ("Lessee").

WHEREAS, on September 15, 2020, Lessor and Lessee entered into the Temporary Land Use Lease ("Lease") to meet Lessee's needs, together with certain privileges, rights, uses and interests through January 31, 2021 ("September 2020 Temporary Lease"); and

WHEREAS, on February 16, 2021, Lessor and Lessee entered into a second Temporary Land Use Lease to through May 31, 2021 (the "Temporary Lease").

WHEREAS, the parties wish to amend the Temporary Lease to increase the term through April 30, 2022; and

NOW THEREFORE, the parties agree as follows:

1. **Section 2.01, Term**, of the Lease is amended as to the first sentence as follows:

Section 2.01 Term. This shall be a monthly lease, beginning on September 15, 2020 ("Effective Date"), and ending on April 30, 2022, and may be terminated by either party upon a thirty (30) day written notice to the other.

2. **Section 3.03, Time of Payment** of the Lease is amended as to the first sentence as follows.

Section 3.03 Time of Payment. The rent shall be paid in a prorated amount for the first month and thereafter in monthly installments.

3. **Section 3.04, Unpaid, Rent, Fees and Charges** of the Lease shall be amended in its entirety as follows:

Section 3.04 Unpaid, Rent, Fees and Charges. Any installment of Ground Rental, any fees, or charges or monies accruing under any provision of this Lease that are not received by the 10th day of the month in which payment is due, shall bear interest at the rate of 18% the date when the same was due according to the terms of this Lease until paid by Lessee.

4. **Ratification.** Except as herein amended, all other terms and conditions of the Lease not specifically modified by this Amendment shall remain unchanged and in full force and effect.

5. **Effective Date.** This Amendment shall be effective upon the date it is approved by the El Paso City Council.

(Signature begin on the following page)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

EXECUTED, this ____ day of _____ 2021.

LESSOR: CITY OF EL PASO_____
Tomás González
City Manager**APPROVED AS TO FORM:**_____
Josette Flores
Senior Assistant City Attorney**APPROVED AS TO CONTENT:**_____
Samuel Rodriguez, P.E.
Director of Aviation**ACKNOWLEDGMENT**THE STATE OF TEXAS)
)
COUNTY OF EL PASO)This instrument was acknowledged before me on this ____ day of _____ 2021, by
Tomás González as City Manager of the City of El Paso, Texas._____
Notary Public, State of TexasMy Commission Expires:
_____*(Signatures continue on the following page)*

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

**LESSEE: BT-OH, LLC d/b/a UNITED
PARCEL SERVICE CO.**

By: _____

Printed Name: Kevin Stoelting

Title: Real Estate Director

ACKNOWLEDGMENT

THE STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____ 2021,
by Kevin Stoelting, Real Estate Director of **BT-OH, LLC d/b/a UNITED PARCEL SERVICE
CO.**, on behalf of said entity.

Notary Public, State of Texas

My Commission Expires:



Legislation Text

File #: 21-577, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

This Resolution is to authorize the City Manager to sign a General Aviation Lease between the City of El Paso ("Lessor") and Far West Texas & Southern New Mexico Trauma Regional Advisory Council ("Lessee") for the use of a 9,500 square foot hanger located on a portion of Lot 2A, Block 4, El Paso International Tracts, Unit 10 City of El Paso, El Paso County, Texas municipally known and numbered as 1820 American Drive, El Paso, Texas.

The lease effective date is June 1, 2021. The term is three (3) months with three (3) additional terms of 3 (three) months. The site is 9,500 square feet at \$3.1579 per square foot and the monthly rate is \$2,500 per month. The lease agreement expires August 31, 2021 with option to extend.

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

AGENDA DATE: May 25, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Samuel Rodriguez, P.E. Aviation Director
(915) 212-7301

DISTRICT(S) AFFECTED: 2

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

SUBGOAL: N/A

SUBJECT:

This Resolution is to authorize the City Manager to sign a General Aviation Lease between the City of El Paso ("Lessor") and Far West Texas & Southern New Mexico Trauma Regional Advisory Council ("Lessee") for the use of a 9,500 square foot hangar located on a portion of Lot 2A, Block 4, El Paso International Tracts, Unit 10 City of El Paso, El Paso County, Texas municipally known and numbered as 1820 American Drive, El Paso, Texas.

The lease effective date is June 1, 2021. The term is three (3) months with three (3) additional terms of 3 (three) months. The site is 9,500 square feet at \$3.1579 per square foot and the monthly rate is \$2,500. The lease agreement expires August 31, 2021 with options to extend.

BACKGROUND / DISCUSSION:

The Far West Texas & Southern New Mexico Trauma Regional Council supports regional medical providers in emergency preparedness. Due to the pandemic, they have acquired an additional emergency response trailer that will be stored in this space.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Aviation

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



Samuel Rodriguez, P.E.
Aviation Director

RESOLUTION

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

That the City Manager be authorized to sign a General Aviation Lease Agreement by and between the City of El Paso ("Lessor") and FAR WEST TEXAS & SOUTHERN NEW MEXICO TRAUMA REGIONAL ADVISORY COUNCIL ("Lessee") regarding the following described property:

The 9,500 square foot warehouse space attached to the building located on a portion of Lot 2A, Block 4, El Paso International Airport Tract, Unit 10, consisting of approximately 3.41 acres for a total of approximately 148,915 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 1820 American Drive, El Paso, Texas.

APPROVED this ____ day of _____ 2021.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

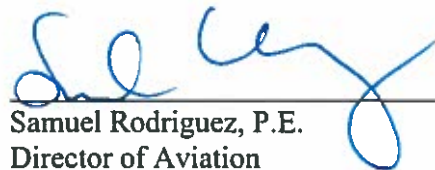
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

GENERAL AVIATION LEASE AGREEMENT

EL PASO INTERNATIONAL AIRPORT

El Paso, Texas

**FAR WEST TEXAS & SOUTHERN NEW MEXICO TRAUMA REGIONAL ADVISORY
COUNCIL**

Lessee for

1820 American Drive

**June 1, 2021
Effective Date**

GENERAL AVIATION LEASE AGREEMENT TABLE OF CONTENTS

Contents

ARTICLE I - PREMISES AND PRIVILEGES.....	1
Section 1.01 Description of Premises Demised.....	1
Section 1.02 Right of Ingress and Egress.....	2
Section 1.03 No Right to Construct.....	2
Section 1.04 Restrictions of Privileges, Uses and Rights.....	2
Section 1.05 Conditions of Granting Agreement.....	2
 ARTICLE II - OBLIGATIONS OF LESSOR.....	 3
Section 2.01 Quiet Enjoyment.....	3
Section 2.02 Lessor's Right of Entry.....	3
Section 2.03 Condition and Maintenance of Premises.....	3
 ARTICLE III - OBLIGATIONS OF LESSEE.....	 3
Section 3.01 Net Agreement.....	3
Section 3.02 Condition and Maintenance of Premises.....	4
Section 3.03 [RESERVED].....	4
Section 3.04 [RESERVED].....	4
Section 3.05 Compliance With Laws.....	4
Section 3.06 [Reserved].....	7
Section 3.07 Utilities.....	7
Section 3.08 Trash, Garbage, and Other Refuse.....	7
Section 3.09 Permitted Uses.....	8
Section 3.10 Signage.....	8
Section 3.11 Authorization to Enter Restricted Area.....	8
Section 3.12 Security.....	8
Section 3.13 Penalties Assessed by Federal Government.....	8
 ARTICLE IV - TERM OF LEASEHOLD.....	 8
Section 4.01 Term.....	8
Section 4.02 Option to Extend.....	8
Section 4.03 Termination.....	8
Section 4.04 National Emergency.....	9
 ARTICLE V – RENTALS.....	 9
Section 5.01 Rental.....	9
Section 5.02 Commencement of Rental.....	9
Section 5.03 Security Deposit.....	9
Section 5.04 Unpaid Rent, Fees and Charges.....	9
Section 5.05 Time of Payment.....	9
Section 5.06 Place of Payment.....	9

ARTICLE VI - DAMAGE OR DESTRUCTION OF PREMISES	10
Section 6.01 Damage or Destruction.	10
Section 6.02 Damage Caused by Lessee.....	10
ARTICLE VII - INSURANCE AND INDEMNIFICATION	10
Section 7.01 Liability Insurance.	10
Section 7.02 Additional Insured.	11
Section 7.03 Fire and Extended Coverage Insurance.	11
Section 7.04 Authorized Insurance and Surety Companies.	11
Section 7.05 Indemnification	12
ARTICLE VIII - [RESERVED]	12
ARTICLE IX - EXPIRATION, CANCELLATION, ASSIGNMENT AND	
TRANSFER.....	12
Section 9.01 Expiration.....	12
Section 9.02 Cancellation.	12
Section 9.03 Surrender of Possession	13
Section 9.04 Repossessing and Reletting.....	13
Section 9.05 Assignment and Transfer	14
Section 9.06 Subleasing	14
Section 9.07 Landlord's Lien	14
ARTICLE X - GENERAL PROVISIONS	15
Section 10.01 Continuity of Deed Restrictions and Covenants	15
Section 10.02 Liability for Property Damage.	15
Section 10.03 Right of Flight.....	15
Section 10.04 Time Is of the Essence	15
Section 10.05 Notices	15
Section 10.06 Attorney's Fees.....	16
Section 10.07 Agreement Made in Texas	16
Section 10.08 General Civil Rights Provision	16
Section 10.09 Compliance with Nondiscrimination Requirements	16
Section 10.10 Affirmative Action.....	18
Section 10.11 FAA Order 1400.11	18
Section 10.12 Cumulative Rights and Remedies	20
Section 10.13 Interpretation.....	20
Section 10.14 Agreement Made in Writing	20
Section 10.15 Paragraph Headings	20
Section 10.16 Severability.	21
Section 10.17 Successors and Assigns.....	21
Section 10.18 Taxes and Other Charges	21
Section 10.19 Waiver of Warranty of Suitability	21
Section 10.20 Survival of Certain Provisions	21
Section 10.21 Authorization to Enter Agreement.....	21
Section 10.22 Effective Date	21

LESSOR'S SIGNATURE AND ACKNOWLEDGMENT.....22

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT23

ATTACHMENTS:

EXHIBIT "A" - Detailed Layout of Office/Warehouse Space

**EL PASO INTERNATIONAL AIRPORT
GENERAL AVIATION LEASE AGREEMENT**

THIS GENERAL AVIATION LEASE AGREEMENT ("Agreement"), is entered into this ____ day of _____, 2021, between the **CITY OF EL PASO, TEXAS** ("Lessor") and **FAR WEST TEXAS & SOUTHERN NEW MEXICO TRAUMA REGIONAL ADVISORY COUNCIL**, a corporation organized and existing under the laws of the State of Texas ("Lessee").

WITNESSETH:

WHEREAS, the Municipal Airports Act of the State of Texas (Chapter 22 of the Texas Transportation Code) authorizes municipal airports, as governmental entities, to establish the terms and fix the charges, rentals, or fees for the privileges or services. The charges, rentals, and fees must be reasonable and uniform for the same class of privilege or service and shall be established with due regard to the property and improvements used and the expenses of operation to the local government;

WHEREAS, Lessor owns and operates the El Paso International Airport ("Airport") located in the County of El Paso, Texas which is managed by the Managing Director of Aviation and International Bridges for the City of El Paso or her successor ("Director");

WHEREAS, Lessor has facilities located on Airport property and has space and facilities available for lease, and Lessee desires to lease space in the General Aviation area;

WHEREAS, Lessee has indicated a willingness and ability to lease warehouse space that is attached to the building in order to store emergency management trailers in that warehouse space in the General Aviation area in accordance with the standards established by Lessor; and

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

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

ARTICLE I - PREMISES AND PRIVILEGES

Section 1.01 Description of Premises Demised.

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the following described Premises located in El Paso County, Texas, as follows:

The 9,500 square foot warehouse space attached to the building located on a portion of Lot 2A, Block 4, El Paso International Airport Tract, Unit 10, consisting of

approximately 3.41 acres for a total of approximately 148,915 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 1820 American Drive, as more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

Section 1.02 Right of Ingress and Egress.

Lessor hereby grants to Lessee the rights of ingress to and egress from the Premises over and across the public roadways serving the Airport for Lessee, its agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations as now or may hereafter have application at the Airport.

Section 1.03 No Right to Construct.

In addition to the general privileges, uses, rights, and interests attaching to the Premises herein described and without limiting the generality thereof, Lessee shall not have the right to provide for the location, construction, erection, maintenance, and removal of improvements upon or in the Premises, for the purpose of carrying out any of the activities provided for herein. In the event Lessee produces any such unauthorized improvements, Lessee will be considered in default of this Agreement and Lessor may terminate this Agreement in accordance with the provisions set forth in Article X.

Section 1.04 Restrictions of Privileges, Uses and Rights.

Lessee covenants and agrees that it shall use the Premises for the following purposes only: storage of the following Emergency Management Transport trailers (the "Trailers"):

Year	Make	Model	VIN
2011	CUSTOM COMMAND	TRAILER	1C9SS53360H473550
2011	CUSTOM MASS CASUALTY	TRLR	1P9GC3627BW280487
2011	CUSTOM MASS CASUALTY	TRLR	1P9GC3629BW280489
2017	CONTINENTA INFECTIOUS	TRAILER	5NHGAMK25JY031617

Lessee warrants that it is the registered owner or lessee of such Trailers to be stored on the Premises. Lessee shall immediately notify the Director of Aviation in writing, of the description of any Trailers located in the Premises which are different from the Trailers described herein.

Section 1.05 Conditions of Granting Agreement.

The granting of this Agreement and its acceptance by Lessee are conditioned upon the following covenants:

- A. No functional alteration of the Premises shown on Exhibit "A" or functional change in the uses of the Premises shall be made.

- B. The right to use public Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated under their authority with reference to aviation and air navigation; and all applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law. Lessee shall not conduct any hazardous activities on the Premises, including, but not limited to, welding, painting, doping, open fuel lines, or application of hazardous substances.
- C. Lessee will utilize only the roadways, taxiways, or other direction, path, route, or form of travel Lessor may designate, from time to time, for Lessee's operation and movement on or about the Airport.

ARTICLE II - OBLIGATIONS OF LESSOR

Section 2.01 Quiet Enjoyment.

Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements herein set forth, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the term of this Agreement.

Section 2.02 Lessor's Right of Entry.

Lessor reserves the right to enter into and upon the Premises for the purpose of inspecting the condition thereof, or to perform maintenance or repairs as may be necessary in accordance with the provisions of the Agreement, for the purpose of exhibiting the same to prospective Lessees, purchasers or others. The exercise of this right to enter the Premises shall not be deemed an eviction or disturbance of Lessee's use or possession, provided that Lessor shall exercise its best efforts not to interfere with Lessee's normal operations on the Premises.

Section 2.03 Condition and Maintenance of Premises.

Lessor shall bear responsibility for the repair, maintenance and replacement of the Structural Elements of the building, except for any damage caused by the act or omission of the Lessee, or any agent, employee, invitee, contractor, servant, or sublessee of Lessee, for which damage Lessee shall be responsible. "Structural Elements" shall mean the roof, foundation, load bearing columns and walls, exterior walls, exterior paint, and common vehicle parking areas.

ARTICLE III - OBLIGATIONS OF LESSEE

Section 3.01 Net Agreement.

This Agreement in every sense shall be without cost to Lessor except as otherwise provided in the Lease including, without limitation, Lessor's maintenance, repair and replacement obligations set forth in Section 2.03 above.

Section 3.02 Condition and Maintenance of Premises.

Except as otherwise provided in this Lease, LESSEE ACCEPTS THE PREMISES IN "AS IS" CONDITION. Except as otherwise provided for in this Lease, including without limitation Sections 2.03 or 3.01 hereinabove, Lessor has no responsibility as to the condition of the Premises and shall not be responsible for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition. Lessee shall not cause any damage or impairment to any part of the Leased Premises, including the Structural Elements.

Notwithstanding any other provision of this Lease to the contrary, Lessor represents and warrants the Premises complies with all the requirements of all applicable governmental authorities in effect as of the Effective Date. During the Initial Term and any extensions or renewals thereof, Lessor shall take appropriate and timely action to maintain the Premises in compliance with all applicable governmental regulations, including without limitation, the Americans with Disabilities Act, hereafter imposed by order of any governmental agency or any other authority, at its sole cost and expense and without reimbursement from Lessee; provided, however, that if any requirement is imposed solely as a result of the specific and unique use of the Premises by Lessee, then Lessee shall bear the cost of compliance.

Section 3.03 [RESERVED]

Section 3.04 [RESERVED]

Section 3.05 Compliance With Laws.

Lessee, at Lessee's expense, agrees that all of Lessee's activities shall be done in accordance with all 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 Lessor or Lessee, with respect to the use or occupation of the Premises and any improvements thereon.

Lessee, at Lessee's expense, specifically agrees to comply with the Americans with Disabilities Act of 1990 and any other 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, which relate to use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Lessee shall, at Lessee's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's use, operation or occupation of the Premises including any improvements thereon.

A. Definitions.

1. "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the

Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.

2. "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
3. "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

1. Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its agents, employees, contractors, invitees, or a third party in violation of any Environmental Law; provided, further, that with respect to demolition of Existing Improvements, Lessee shall comply fully with all regulatory requirements, including, but not limited to, those governing asbestos abatement. **Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under the law. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs**

incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises.

2. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Agreement.
3. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises or any improvements thereon, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon.
4. Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties, which is related to environmental contamination.
5. Lessee shall immediately notify Lessor of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
6. Nothing in Section 3.01 will make Lessee liable or responsible for, and Lessee shall have no obligations related to any hazardous materials which

(i) existed on, under or about the Premises prior to Lessee's occupation under this Agreement or any previous lease Agreement with Lessor for the Premises, (ii) which migrate to the Premises from off-site, or (iii) are introduced to the Premises during Lessor or its employees, agents or contractors, or any other person or entity except to the extent caused by Lessee or its employees, agents, contractors or Air carriers.

7. Lessor shall use commercially reasonable efforts to cause its other Lessees in the General Aviation area to comply with all Environmental Laws.

C. Reporting.

1. At any time that Lessee submits any filing pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the Federal Aviation Administration (FAA), the Environmental Protection Agency (EPA) or the Texas Commission on Environmental Quality (TCEQ), Lessee shall provide duplicate copies of the filing(s) and all related documents to Lessor.
2. Within ninety (90) days after expiration, termination or cessation of this Lease for any reason, Lessee shall provide a current Phase I environmental site assessment of the Premises prepared in accordance with recognized industry standards; and if, in the opinion of Lessor and based on report findings, the Premises shall require environmental remediation, Lessee shall perform same to return the Premises into a condition equal or better to that as of the effective date of the Lease. Lessor shall provide Lessee access to the Premises as needed in order for Lessee to comply with its obligations pursuant to this Section 3.05(C)(2).

Section 3.06 [Reserved]

Section 3.07 Utilities.

Lessor shall pay for utilities directly, as Lessee's costs for utility services are included in the amount described in Section 5.01 of this Lease. Lessee shall have the right to connect to utility outlets upon the Premises.

Section 3.08 Trash, Garbage, and Other Refuse.

Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the use of the Premises. Lessee shall provide and use suitable covered commercial type receptacles for all such garbage, trash and other refuse, and will maintain these receptacles, screened from view of adjoining properties or public streets in an attractive, safe, and sanitary manner. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner, on or about the Premises shall not be permitted.

Section 3.09 Permitted Uses.

Lessee covenants and agrees that in no event will it enter into any business activity on the Airport other than those specified in Section 1.04.

Section 3.10 Signage.

Signs shall not be permitted on the Premises.

Section 3.11 Authorization to Enter Restricted Area.

Lessee understands that all of its agents, employees, servants or independent contractors must be authorized by Lessor to enter restricted areas as defined in Title 14 of the El Paso City Code as amended. Lessee understands that no person authorized to enter a restricted area by virtue of this Agreement may permit any person who is not otherwise authorized to enter a restricted area unless such person is, at all times while in the restricted area, in the company of an authorized person.

Section 3.12 Security.

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

Section 3.13 Penalties Assessed by Federal Government.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor for any violation of a federal rule or regulation as a result of any act on part of Lessee, its agents, servants, employees, invitees, or independent contractors, Lessee will, upon invoice, promptly reimburse Lessor in the amount of the civil penalty assessed. Failure to reimburse Lessor within thirty (30) days of receipt of written notice shall be an event of default hereunder.

ARTICLE IV - TERM OF LEASEHOLD**Section 4.01 Term.**

The term of this Lease shall be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of three (3) months ("Initial Term"), commencing on June 1, 2021 ("Effective Date").

Section 4.02 Option to Extend.

If the Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease ("Option Period") for three (3) additional terms of 3 (three) months by notifying Lessor in writing of Lessee's election at least thirty (30) days prior to the expiration of the Initial Term or an Option Period.

Section 4.03 Termination.

Either party may terminate this Lease upon ten (10) days written notice to the other party.

Section 4.04 National Emergency.

In the event that the rights and privileges hereunder are suspended by reason of war or other national emergency, the parties will negotiate in good faith a reasonable resolution of this lease under the circumstances.

ARTICLE V – RENTALS**Section 5.01 Rental.**

For the purpose of computing the rental payments, Lessor and Lessee agree that the Premises comprise the following:

9,500 Sq. ft. of Warehouse Space

Lessee shall pay a rental rate of TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$2,500.00) per month, which sum includes the electrical service provided at the Premises.

Section 5.02 Commencement of Rental.

Payment of Rental by Lessee to Lessor shall commence on the Effective Date, as described in Section 4.01 of this Lease.

Notwithstanding anything to the contrary, Lessee's obligation to pay any Rental under this Lease shall be expressly contingent upon Lessee's receipt of a valid, signed W-9 form from Lessor at least fourteen (14) days prior to the Effective Date. If Lessor fails to provide a valid, signed W-9 form, any such failure by Lessee to pay any Rental shall not impact Lessor's obligations under this Lease, nor shall it prohibit Lessee from occupying the Premises as of the Effective Date.

Section 5.03 Security Deposit.

There shall be no security deposit required for this Lease.

Section 5.04 Unpaid Rent, Fees and Charges.

Any installment of rent, any fees, or other charges or monies accruing under any provisions of this Lease that are not received by the end of the month in which payment is due, shall bear interest at the rate of 18% per annum.

Section 5.05 Time of Payment.

All rental due hereunder shall be paid on the first day of each month subject to this Lease upon applicable invoice provided to Lessee from Lessor, or on the Effective Date in the case of the first month of the Initial Term.

Section 5.06 Place of Payment.

All payments provided herein shall be paid to Lessor at the following address:

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

ARTICLE VI - DAMAGE OR DESTRUCTION OF PREMISES

Section 6.01 Damage or Destruction.

If the Premises or any portions thereof, or structures of which such space may be a part, be damaged by fire or other casualty not caused by Lessee, the Director shall notify Lessee within ten (10) days whether the space shall be repaired. If the space is to be repaired, it shall be repaired with due diligence by Lessor, and the rental allocable to the Premises rendered untenable shall be abated for the period from the occurrence of the damage to the completion of the repairs, provided that Lessor will exert its best effort to provide Lessee with temporary substitute space, if available, at such rent as deemed necessary and reasonable by City, until such time as the repairs are completed.

If the Director shall fail to notify Lessee of its decision to repair any untenable Premises within ten (10) days after the destruction, Lessor will be deemed to have elected to terminate this agreement as to the space damaged and destroyed, and the agreement shall automatically terminate as to such space as of the date of the damage or destruction.

Section 6.02 Damage Caused by Lessee.

Notwithstanding the provisions of this Article 6, in the event that due to the negligence or willful act or omission of Lessee, its employees, its agents, or licensees, Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Premises. To the extent that the costs of repair or replacement shall exceed the amount of any insurance proceeds payable to Lessor by reason of such damage or destruction, Lessee shall pay the amount of such additional costs to Lessor.

ARTICLE VII - INSURANCE AND INDEMNIFICATION

Section 7.01 Liability Insurance.

Prior to the execution of this Agreement, Lessee shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below, in amounts as reasonably set from time to time by the Director, but not less than:

Comprehensive General Liability Insurance in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence, and

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence,

or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

Section 7.02 Additional Insured.

Lessor shall be named as an Additional Insured on all insurance policies either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Lessor or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

Section 7.03 Fire and Extended Coverage Insurance.

Lessor agrees that, at all times throughout the term of this Agreement, it will keep the Premises insured under a Texas Standard Policy of Fire and Extended Coverage Insurance, for an amount equivalent to ninety percent (90%) of the replacement cost, such replacement cost to be redetermined every three (3) years. Upon receipt of a statement therefor, Lessee shall reimburse Lessor for Lessee's pro rata share thereof. Said share shall be calculated on a pro rata basis utilizing the square footage of each Lessee's occupancy divided by the total square footage of the Premises.

If the operations conducted by Lessee, or anyone holding under Lessee, on the Premises should require the payment of a greater premium for fire and extended coverage insurance than would customarily be payable for the conduct of the activities permitted hereunder, then the amount of such additional premium cost shall also be reimbursed by Lessee to Lessor upon invoice.

Section 7.04 Authorized Insurance and Surety Companies.

All required policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Lessor at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

- A. a statement of the coverage provided by the policy;
- B. a statement certifying the Lessor to be listed as an additional insured in the policy;
- C. a statement of the period during which the policy is in effect;

- D. a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and
- E. an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor.

Section 7.05 Indemnification.

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

ARTICLE VIII - [RESERVED]

ARTICLE IX - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

Section 9.01 Expiration.

This Agreement shall expire at the end of the term or any extension thereof.

Section 9.02 Cancellation.

This Agreement shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property;

- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises while rent is in arrears;
- E. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of ten (10) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings;
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within ten (10) days after the appointment of such receiver; or

In any of the aforesaid events, Lessor may take immediate possession of the Premises including any and all improvements thereon and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

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

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

Section 9.03 Surrender of Possession. Upon the expiration or cancellation of this Lease, Lessee's rights, possession and use of all Premises and facilities shall cease, and Lessee shall immediately surrender the same. Lessee shall restore the Premises to its original condition as of the beginning of occupancy, original wear and tear excepted.

Section 9.04 Repossessing and Reletting.

In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Agreement, and for such time as provided herein, Lessor may at once thereafter, or at any time subsequent during the existence of such breach or default:

- A. Enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and

- B. Either cancel this Agreement by notice or without canceling this Agreement, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Agreement, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within thirty (30) days after receipt of notice of deficiency.

Section 9.05 Assignment and Transfer.

Lessee is not permitted to assign this Agreement without first obtaining Lessor's written consent; said consent shall not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, any person or entity to which this Agreement is assigned to, pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Agreement on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

Section 9.06 Subleasing.

Lessee shall not be permitted to sublease all or any part of the Premises.

Section 9.07 Landlord's Lien.

Lessee agrees that in the event of default in the payment of Rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all goods, chattels, personal property or equipment, which is placed in, or become a part of, the Premises, as security for Rent due and to become due for the remainder of the Lease term, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision shall have effect only to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission and any other laws pertaining thereto and the Railroad Commission of the State of Texas. In the event Lessor exercises the option to terminate the leasehold as provided herein, Lessor, after providing reasonable notice to Lessee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as Lessor deems best. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

ARTICLE X - GENERAL PROVISIONS

Section 10.01 Continuity of Deed Restrictions and Covenants.

This Lease agreement is subject to the terms, covenants and conditions contained in the Declaration. Lessor reserves the right to revise the standards set forth in Exhibit "B" provided, however, that such revisions will not cause a substantial reduction in the value of Lessee's leasehold interest, result in a material cost or expense to Lessee, or be contradictory to the reasonable and prudent operation of property located within General Aviation area similar to the Premises. Lessor's right to revise the restrictions and covenants contained in the Declaration, is limited to the right to revise said document because of the development of new concepts or improved construction and architectural techniques and, in any event, such revisions shall be operative on a going forward basis only and shall not apply retroactively to any existing improvements.

Section 10.02 Liability for Property Damage.

Lessor shall not be liable for loss or damage to the Trailers stored on the Premises. Lessee agrees that its Trailers are stored at the Premises at Lessee's sole risk.

Section 10.03 Right of Flight.

Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operation on the Airport.

Lessor reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Premises to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations.

Lessor reserves for itself, its successors and assigns the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises which would constitute an airport hazard.

Section 10.04 Time Is of the Essence.

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

Section 10.05 Notices.

All notices provided to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

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

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

LESSEE: Far West Texas & Southern New Mexico Trauma Regional Advisory
Council
Attn.: Todd Haugen
6605 Threadgill Ave
El Paso, Texas 79924

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

Section 10.06 Attorney's Fees.

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

Section 10.07 Agreement Made in Texas.

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

Section 10.08 General Civil Rights Provision.

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

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

Section 10.09 Compliance with Nondiscrimination Requirements.

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 10.07 hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will 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. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 10.07 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because

of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Section 10.10 Affirmative Action.

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

Section 10.11 FAA Order 1400.11.

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following (except as Lessee is mandated by security requirements imposed by Lessee's federal government customers):

1. A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix C]
2. A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with

the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

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

3. A. During the term of this Lease, Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

- certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).

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

Section 10.12 Cumulative Rights and Remedies.

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

Section 10.13 Interpretation.

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

Section 10.14 Agreement Made in Writing.

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

Section 10.15 Paragraph Headings.

The Table of Contents of this Agreement and the captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

Section 10.16 Severability.

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

Section 10.17 Successors and Assigns.

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

Section 10.18 Taxes and Other Charges.

Lessee shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Lessee or Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the term of this agreement including any extensions or option periods granted thereto. Lessee in good faith may contest any tax or governmental charge; provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom.

Section 10.19 Waiver of Warranty of Suitability.

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. EXCEPT AS OTHERWISE PROVIDED IN THIS LEASE, LESSEE LEASES THE PREMISES AS-IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE.

Section 10.20 Survival of Certain Provisions.

All provisions of this agreement which expressly or impliedly contemplate or require performance after the expiration or termination of this agreement hereunder shall survive such expiration or termination of this agreement, including without limitation, Section 3.05.

Section 10.21 Authorization to Enter Agreement.

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

Section 10.22 Effective Date.

Regardless of the date signed, this agreement shall be effective as of the date noted in Section 4.01 of this Lease.

LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day
of _____, 2021.

LESSOR: CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodríguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____ 2021 by
Tomás González as City Manager for the City of El Paso, Texas (Lessor).

Notary Public, State of Texas

My Commission Expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

ATTEST:

LESSEE: Far West Texas & Southern New Mexico Trauma Regional Advisory Council

Name: _____

Name: Todd Haugen
Title: Board Chair

ACKNOWLEDGMENT

THE STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2021___ by Todd Haugen, as Board Chair of Far West Texas & Southern New Mexico Trauma Regional Advisory Council (Lessee).

Notary Public, State of

My Commission Expires:

104





Legislation Text

File #: 21-584, **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

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

AGENDA LANGUAGE:

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

That the City Manager be authorized to execute an Amendment to the Empowerment Zone Revolving Loan Fund Program Loan Agreement by and among the City of El Paso and Cesar Scott, LLC., to allow notice to be given to 3rd parties in support of a New Market Tax Credit transaction.

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

AGENDA DATE: 5/25/2021 (Consent)
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: Goal 1 – Cultivate an environment conducive to strong, sustainable economic development

SUBGOAL: 1.1 – Stabilize and expand El Paso's Tax Base

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.

To approve authorizing the City Manager to execute an Amendment to the Empowerment Zone Revolving Loan Fund Program Loan Agreement by and among the City of El Paso and Cesar Scott, LLC., to allow notice to be given to 3rd parties in support of a New Market Tax Credit transaction.

BACKGROUND / DISCUSSION:

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

On December 2, 2014, the City and Cesar-Scott, LLC. entered into an Empowerment Zone loan agreement with an original principle amount of \$350,000. Delays resulted in the project that were outside the control of Cesar-Scott, LLC. Staff recommends approving an amendment to the loan disbursement terms to account for those delays.

Project Details:

Cesar-Scott, LLC. was established in 1988. The company serves as distribution center, warehouse, and administrative center for its contract manufacturing facility in Cd. Juarez which provides wire harness/ cable assembly, electronic spark ignitors and electromechanical assembly work. The Empowerment Zone loan agreement was entered into to expand its warehouse capacity at 1731 Myrtle Ave. The company is owned by Mr. C. Gustavo Farell (94%) and Cesar Farell (6%).

The \$350,000 loan proceeds will leverage \$629,442 applicant's investment. The loan will assist in the retention of 14 jobs and creation of 6 jobs. Cesar-Scott, LLC. is making a good faith commitment, in accordance with EZ guidelines, to making future job opportunities available to EZ residents. The project meets the 1 retained/created job: \$35,000 loan requirement.

PRIOR COUNCIL ACTION:

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

City Council approved the original Empowerment Zone loan agreement with Cesar-Scot, LLC. on December 2, 2014

AMOUNT AND SOURCE OF FUNDING:

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

The monetary terms under the agreement remain the same in this amendment (\$350,000 Empowerment Zone loan)

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Department of Community + Human Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the City Manager be authorized to execute the Amendment to Empowerment Zone Revolving Loan Fund Program Loan Agreement by and among the City of El Paso and Cesar Scott, LLC, to allow notice to be given to 3rd parties in support of a New Market Tax Credit transaction.

APPROVED THIS _____ DAY OF _____ 2021.

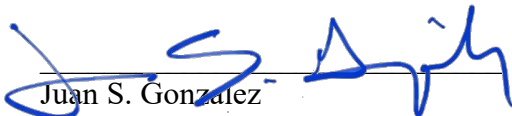
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole Ferrini, Director
Community & Human Development

**AMENDMENT TO EMPOWERMENT ZONE REVOLVING LOAN FUND PROGRAM
LOAN AGREEMENT AND PROMISSORY NOTE**

This Amendment to Empowerment Zone Revolving Loan Fund Program Loan Agreement and Promissory Note ("First Amendment") is made this _____ day of _____, 2021, by and between the **CITY OF EL PASO, TEXAS** (the "City") and **CESAR-SCOTT, INC.** (the "Borrower").

WHEREAS, on December 2, 2014, the City and Borrower entered into the Empowerment Zone Revolving Loan Fund Program Loan Agreement (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the City will or has provided a Loan in the original principal amount of \$350,000.00, evidenced by a certain promissory note (the "Promissory Note") dated December 2, 2014.

WHEREAS, the City and Borrower now desire to amend the loan disbursement terms due to a delay of the project outside the parties control.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Page 1, Section 1. City's Obligation, C. of the Agreement is hereby amended to add a *Waiver of Rebate* clause, to read as follows:

(1) Waiver of Rebate.

If an event of default is cured in accordance with the terms of this Agreement by a 3rd Party; Borrower will not be eligible for the aforementioned Rebate described in this Section 1. C.

2. Page 3, Section 7, Relocation. of the Agreement is hereby amended to read as follows:

Borrower shall not relocate the business out of the boundaries of the EZ through May 4, 2028. Without limitation, relocation shall include the following events: closure of the business, going out of business, failing to retain its operations in the EZ boundaries, or moving to another location outside the EZ boundaries.

3. Page 5, Section 16, Default of the Agreement is hereby amended to add a *Notice of Default to 3rd Parties* clause, to read as follows:

A. Notice of Default to 3rd Parties

Borrower and City agree to provide additional Notice of Default to the following 3rd Parties:

UACD Sub CDE 52 LLC
2101 E. Biddle Street, Suite 1201

Baltimore, Maryland 21213
Attention: Joe Summers

USB NMTC Fund 2020-6, LLC
c/o U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
St. Louis, Missouri 63103
Attention: Director of Asset Management – NMTC; Project
#27417; S1327

3. Page 16, Default of the Agreement is hereby amended to add a *Cure of Default by 3rd Party* clause, to read as follows:

B. Cure of Default by 3rd Party.

The 3rd Parties listed in Section 16. A. shall have an additional (30) days to cure the event of default if Borrower fails to cure such failure within the original cure period afforded to Borrower (but shall be under no obligation to cure such default), unless the cure period provided to Borrower under this Agreement for such default provides for a longer period (in which case such longer period shall apply), provided further, that if the default cannot reasonably be cured within such (30) day period, then the 3rd Parties shall have such additional time as needed to cure such default provided the 3rd Parties have commenced cure within the (30) day period introduced in this subsection B, in which event the City agrees that it shall not commence (or shall promptly discontinue) any foreclosure or other enforcement action instituted under the Deed of Trust and the City agrees to accept any such cure from the 3rd Parties as if it were made by Borrower, subject to the provisions of Section 16. A. The 3rd parties are intended third party beneficiaries of this Section with the power and authority to enforce the terms hereof.

4. Except as amended herein, both the Agreement and the Promissory Note between the City and Borrower shall remain in full force and effect.

(Signatures on following page)

IN WITNESS WHEREOF, the City and Borrower have executed this First Amendment as of the date first written above to be effective on the same.

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Nicole Ferrini, Director
Community & Human Development

BORROWER:

CESAR-SCOTT, INC

By: _____
Cesar Gustavo Farrell, President – Director

3rd PARTY

UACD Sub CDE 52 LLC

By: _____

Name: _____

Title: _____

(Acknowledgments on following page)

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Tomás González, as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Cesar Gustavo Farell, as President-Director of Cesar-Scott, Inc., on behalf of said entity.

Notary Public, State of Texas

My Commission Expires:

ACKNOWLEDGMENT

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, as _____ of UACD Sub CDE 52 LLC, on behalf of said entity.

Notary Public, State of _____

My Commission Expires:



Legislation Text

File #: 21-580, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Fire, Mario M. D'Agostino, (915) 212-5605

AGENDA LANGUAGE:

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

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.

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

AGENDA DATE: May 25, 2021
Public Hearing Date: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mario M. D'Agostino, Fire Chief, 915-212-5605

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: Improve Patient Care by Evaluating Trends in Emergency Medical Care and Promoting Community Wellness

SUBJECT:

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.

BACKGROUND / DISCUSSION:

University Medical Center ("UMC") owns and operates a Mobile Stroke Unit ("MSU") and seeks to offer specialized ambulance services with that MSU to the local community. The City will provide emergency services personnel and MSU maintenance services to UMC. UMC will respond to possible stroke emergency incidents upon the request of the Fire Chief or his designee. 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.

PRIOR COUNCIL ACTION:

This is the first time this agreement has been presented to City Council.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Fire Department
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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 _____ day of _____, 2021.


CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mario M. D'Agostino, Fire Chief
El Paso Fire Department

<p>THE STATE OF TEXAS</p> <p>COUNTY OF EL PASO</p>	<p>§</p> <p>§</p> <p>§</p>	<p>INTERLOCAL AGREEMENT</p> <p>BETWEEN THE CITY OF EL PASO, TEXAS</p> <p>AND THE EL PASO COUNTY HOSPITAL</p> <p>DISTRICT D/B/A UNIVERSITY MEDICAL</p> <p>CENTER OF EL PASO FOR THE</p> <p>OPERATION OF A MOBILE STROKE UNIT</p>
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This Interlocal Agreement (“**Agreement**”) is made this 25th 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.

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”)**.

- 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. Renewal Period. 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.

- 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.
 - 1. **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.**
1. 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.

1. 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.

3. 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.

I. **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.

1. 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.
3. 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 Leaser, Mayor

ATTEST:

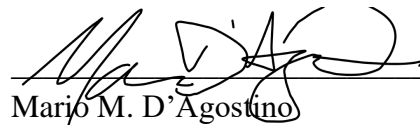
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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:

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
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 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.
3. 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.
4. 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.

Evidence of such licensing, certification or registration, if applicable, shall be submitted to UMC upon request.

7. **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:

1. 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.
2. 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. UMC’s Obligations: 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:

1. **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.
3. UMC shall bill and collect charges for services from the patient or responsible party at UMC’s sole expense.
4. 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

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.

1. 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.
2. 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.
2. 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.
3. 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:

1. \$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:

1. \$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:

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.
2. 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:

1. Definitions. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (l)(h) to this Section.
 - a. Agreement shall refer to this document.
 - b. 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.
 - f. 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.

2. Limits on Use and Disclosure Established by Terms of Agreement. BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by 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.)
4. Use of Information for Management, Administrative and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).
5. Disclosure of Information for Management, Administration and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to disclose Information received from UMC for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. Data Aggregation Services. BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of UMC. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. BUSINESS ASSOCIATE OBLIGATIONS:
 - a. Limits on Use and Further Disclosure Established by Agreement and Law. BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by 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)(I)).
 - 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)).
 - l. Sanction Procedures. BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1))
 - m. Subpart E of 45 C.F.R. Part 164, 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).
 - n. Prohibition against the Sale of Protected Health Information. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
 - o. Notice and Authorization Required for Electronic Disclosure of PHI. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
 - p. State Law on Medical Records Privacy. The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.
8. Property Rights. The Information 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.

9. **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.



Legislation Text

File #: 21-561, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Districts 2, 3, 7 and 8

Environmental Services, Ellen Smyth, (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/Demolition 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 25, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: 2, 3, 7, 8

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

SUBGOAL:

SUBJECT:

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

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Ellen A. Smyth

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

ATTACHMENT A
SOLID WASTE/
DEMOLITION LIENS

MAY 25, 2021

3718 WICKHAM AVE.	\$5,588.00	MARTA MARTINEZ
5941 E YANDELL DR.	\$4,912.80	MENDOZA, JOSE M & BERTHA A.
7904 NORTH LOOP DR	\$8,354.00	DURAN, MARIA Y L
401 RIVERSIDE DR	\$11,162.20	SULLIVAN E J & CELIA
23 SAN MARCOS DR A	\$2,679.00	MEDRANO, SANTIAGO AND ISRAEL

RESOLUTION

2

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

WHEREAS, the Director of the 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:

3718 Wickham Ave., more particularly described as Lots 24 & 25,
Block 74-A, first revised plat of LOGAN HEIGHTS ADDITION,
City of El Paso, El Paso County, Texas, PID #L447-999-074A-6400

to be \$5,588.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FIVE THOUSAND FIVE HUNDRED EIGHTY EIGHT AND 00/100 DOLLARS (\$5,588.00) 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 _____, 2021.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wendi N. Vineyard

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Ellen A. Smith

fn Ellen A. Smith, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2021,
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:

Property & Inspection
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, MENDOZA, JOSE M & BERTHA A, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the 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:

5941 E Yandell Dr., more particularly described as Block 10
WOMBLE Lot LOT 20 (6000 SQ FT), City of El Paso, El Paso
County, Texas, PID #W813-999-0100-5500

to be \$4912.80, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FOUR THOUSAND NINE HUNDRED TWELVE AND 80/100 DOLLARS (\$4912.80) 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 _____, 2021.

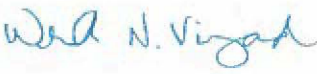
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Re Ellen A. Smith, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021,
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Planning & Inspections
801 Texas Avenue
El Paso, TX 79901
Office: (915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, DURAN, MARIA Y L, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the 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:

7904 North Loop Dr., more particularly described as Block 11
LAFAYETTE PLACE Lot 2 (EXC NLY PT) (HOMESITE)
(9961.84 SQ FT), City of El Paso, El Paso County, Texas, PID
#L125-999-0110-2700

to be \$8,354.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount EIGHT THOUSAND THREE HUNDRED FIFTY FOUR AND 00/100 DOLLARS (\$8,354.00) 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 _____, 2021.

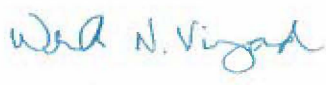
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smith, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2021,
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
7968 San Paulo Dr.
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, SULLIVAN E J & CELIA, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the 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:

401 Riverside Dr., more particularly described as Block B
CHRISTY Lot E 192.5 FT OF N 185.18 FT & W 68.99 FT OF N
105 FT OF TR 1 EXC 0.062 ACRE NEC (40206 SQ FT), City of
El Paso, El Paso County, Texas, PID #C454-999-000B-0100

to be \$11,162.20, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount ELEVEN THOUSAND ONE HUNDRED SIXTY TWO AND 20/100 DOLLARS (\$11,162.20) 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 _____, 2021.

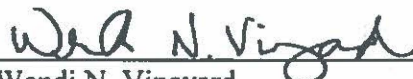
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smith, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2021,
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

8

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

WHEREAS, the Director of the 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:

23 SAN MARCOS DR A., more particularly described as LA CALAVERA SETTLEMENT Lot 23 (8015 SQ FT), City of El Paso, El Paso County, Texas, PID #L011-999-0000-6700

to be \$2,679.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount TWO THOUSAND SIX HUNDRED SEVENTY NINE AND 00/100 DOLLARS (\$2679.00) 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 _____, 2021.

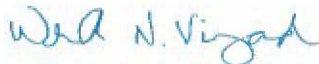
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smith, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2021,
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Planning & Inspections
801 Texas Avenue
El Paso, TX 79901
Office: (915) 212-1589



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-575, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Districts 2, 6 and 7

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

AGENDA LANGUAGE:

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

That the Board and Secure liens on the attachment posted with this agenda be approved. (See Attachment B)

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

AGENDA DATE: May 25, 2021

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 2, 6 and 7

STRATEGIC GOAL: Goal 3: Promote the visual Image of El Paso

SUBGOAL: N/A

SUBJECT: That the board and Secure 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: Planning and Inspections
SECONDARY DEPARTMENT: N/A

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

For

DEPARTMENT HEAD: Philip Etiwe – Planning and Inspection Director

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

RESOLUTION

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

WHEREAS, the Director of the 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:

227 Sofia Place, El Paso, Texas 79907., more particularly described
as 2 Lone Star 15 & TR 6-H, Blk. 43 YSLETA, City of El Paso, El
Paso County, Texas, PID # L63999900209700

to be \$3,939.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of January, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount THREE THOUSAND NINE HUNDRED THIRTY-NINE AND 00/100 DOLLARS (\$3,939.00) 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 _____ 2021.

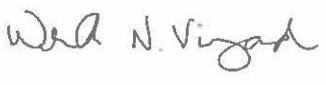
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Building and Inspections
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021,
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Planning & Inspections
Javier A. De La Cruz
801 Texas Avenue
El Paso, Texas 79901
(915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, WILLIAM M. INGRAM in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning & Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the 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:

1038 BURGESS DRIVE, more particularly described as LOMA
TERRACE #4-C TR 584 (7000 SQ FT)., City of El Paso, El Paso
County, Texas, PID #L536999001C4900

to be \$2,875.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16 day of OCTOBER, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount TWO THOUSAND EIGHT HUNDRED AND SEVENTY FIVE AND 00/100 DOLLARS (\$2,875.00) 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 _____, 2021.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Javier A. De La Cruz
Building and Inspections
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2021,
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:

Planning & Inspections
801 Texas Avenue
El Paso, TX 79901
Office: (915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, CONCEPCION R. MONTANO in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning & Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the 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:

8617 MOUNT SHASTA, more particularly described as 41
MOUNTAIN VIEW LOT 1085 (7134 SQ FT)., City of El Paso, El
Paso County, Texas, PID #M85199904109500

to be \$2,775.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28 day of OCTOBER 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount TWO THOUSAND SEVEN HUNDRED AND SEVENTY FIVE AND 00/100 DOLLARS (\$2,775..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 _____, 2021.

CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Javier A. De La Cruz
Building and Inspections
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2021,
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:

Planning & Inspections
801 Texas Avenue
El Paso, TX 79901
Office: (915) 212-1589



Legislation Text

File #: 21-523, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Public Health, Angela Mora, (915) 212-6502

AGENDA LANGUAGE:

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

That the Mayor is authorized to execute an Interlocal Agreement ("Interlocal") between the City of El Paso ("City") and the University of Texas at El Paso ("University") for the bailment of City equipment to the University. The University will use the equipment for its continued assessment of the health of the University and the El Paso community; for activities designed to detect and mitigate COVID-19; and for the development of related research. Pursuant to the Interlocal, the parties agree that the division of costs and obligations fairly compensates each party and that neither party shall be responsible for monetary payment to the other.

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

AGENDA DATE: May 25, 2021
PUBLIC HEARING DATE: May 25, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mario M. D'Agostino, Fire Chief, (915) 212-5605

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 6. Set the standard for sound governance and fiscal management.

SUBGOAL: 6.8 Support transparent and inclusive government.

SUBJECT:

That the Mayor is authorized to execute an Interlocal Agreement ("Interlocal") between the City of El Paso ("City") and the University of Texas at El Paso ("University") for the bailment of City equipment to the University. The University will use the equipment for its continued assessment of the health of the University and the El Paso community; for activities designed to detect and mitigate COVID-19; and for the development of related research. Pursuant to the Interlocal, the parties agree that the division of costs and obligations fairly compensates each party and that neither party shall be responsible for monetary payment to the other.

BACKGROUND / DISCUSSION:

The Parties wish to establish interagency cooperation for the bailment of the equipment to University, for University's continued assessment of the health of the El Paso community, the University community, activities for the detection and mitigation efforts for the current worldwide health crisis and pandemic identified as COVID-19, and development of related research endeavors.

PRIOR COUNCIL ACTION:

The City, through its Department of Public Health laboratory had established a City Department Covid-19 testing facility within the University campus in accordance with the corresponding Interlocal Agreement for Laboratory Testing Facility for local State of Emergency Assistance effective March 30, 2020 and expiring on March 29, 2021.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Fire Department
SECONDARY DEPARTMENT: Department of Public Health

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

DEPARTMENT HEAD:



Revised 04/09/2021

RESOLUTION

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

That the Mayor is authorized to execute an Interlocal Agreement (“Interlocal”) between the City of El Paso (“City”) and the University of Texas at El Paso (“University”) for the bailment of City equipment to the University. The University will use the equipment for its continued assessment of the health of the University and the El Paso community; for activities designed to detect and mitigate COVID-19; and for the development of related research. Pursuant to the Interlocal, the parties agree that the division of costs and obligations fairly compensates each party and that neither party shall be responsible for monetary payment to the other.

APPROVED this _____ day of _____, 2021.

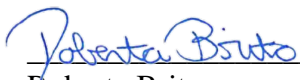
THE CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Mario M. D'Agostino
Fire Chief

This Interlocal Agreement (“Agreement”) is entered into by and between the **City of El Paso, Texas**, a Texas municipal corporation (“City”), and **The University of Texas at El Paso** (“University”) Texas State Agency, Texas Public Institution of Higher Education and member institution of The University of Texas System, by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act, Article 79.001 *et seq.*, Texas Government Code. City and University shall be jointly identified as the “Parties” and individually identified as a “Party”.

RECITALS

WHEREAS, the University and the City are local governments as defined in Chapter 791 of the Texas Government Code, and have the authority to enter into this agreement, and have each entered into this agreement in the appropriate manner prescribed by law;

WHEREAS, the University and the City specify that each Party paying for the performance of said functions of government shall make those payments from current revenues available to the paying Party;

WHEREAS, as a result of confirmed cases of 2019 Novel Coronavirus (COVID-19), the US Secretary of Health and Human Services declared a public health emergency exists and has existed since January 27, 2020, nationwide; and the Governor of the State of Texas on March 13, 2020 declared a State of Disaster in Texas due to COVID-19; and effective March 13, 2020, a local state of emergency was declared for the City of El Paso;

WHEREAS, on March 17, 2020 the U.S Secretary of Health and Human Services (HHS) published the Declaration Under the Public Readiness and Emergency Preparedness Act for Medical Countermeasures Against COVID-19 (COVID-19 Declaration) issued pursuant to the Public Readiness and Emergency Preparedness Act (PREP Act). This Agreement is being entered in response to the COVID-19 Declaration;

WHEREAS, the President of the United States of America continues to urge Americans to do their part to slow the spread of COVID-19;

WHEREAS, the City is the authority having jurisdiction to prescribe, administer, deliver, distribute or dispense the Covered Countermeasures following the declaration of an emergency under the COVID-19 Declaration;

WHEREAS, testing is considered a “covered countermeasure” to which immunity applies;

WHEREAS, the City through its Department of Public Health (“Department”) laboratory had established a City Department Covid-19 testing facility within the University campus (“Facility”) in accordance with the corresponding Interlocal Agreement for Laboratory Testing Facility for local State of Emergency Assistance effective March 30, 2020 and expiring on March 29, 2021;

WHEREAS, in order to assess the health of the El Paso community, and the University community, the University has established a proactive COVID-19 testing program as well as other COVID-19 related research endeavors;

WHEREAS, the City has closed the use of the Facility and ended the use of certain City equipment currently located on University property which use by University would be beneficial to the continued efforts to continue to assess the health of the El Paso community and the University community as well as continue to develop related research endeavors;

WHEREAS, the Parties wish to establish interagency cooperation for the bailment of the equipment to University, for University's continued assessment of the health of the El Paso community, the University community, activities for the detection and mitigation efforts for the current worldwide health crisis and pandemic identified as COVID-19, and development of related research endeavors;

WHEREAS, City as bailor is willing to provide such equipment to University as bailee for the purposes set forth herein and subject to the terms and conditions of this Agreement, and University is willing to accept and use such equipment on such terms; and

WHEREAS, the Parties believe that this cooperative agreement will assist the City, the University, the public and the taxpayers in the detection and mitigation efforts through testing and assessment of health of the City of El Paso, El Paso County and University community, for the current worldwide COVID-19 health crisis and pandemic and is adequate consideration to support this Interlocal Agreement.

WHEREAS, the Parties find that the subject of this Agreement is necessary for the benefit of the public; and, that each Party has the legal authority to perform and to provide the governmental function or proprietary service which is the subject matter of this Agreement.

NOW THEREFORE, in consideration of the mutual contributions described herein and the mutual covenants and undertakings of the Parties, the receipt and sufficiency is hereby acknowledged, the City and the University agree as follows:

I. OBLIGATIONS OF BOTH THE CITY AND UNIVERSITY

- 1. Designated Liaisons.** Each Party will assign a responsible liaison and point of contact ("POC") to coordinate, oversee and facilitate the implementation of the Program.

The parties hereby designate the following POC under this Agreement:

For University:

Robert Kirken, Ph.D.
500 W. University Ave
El Paso, TX 79968
Phone: (915) 747-5536
Email: rkirken@utep.edu

For Department:

Chief Mario D'Agostino
P.O. Box 1890
El Paso, TX 79901
DagostinoMM@elpasotexas.gov

2. **Delivery.** City as bailor hereby delivers the Equipment (as defined below) to University as bailee in bailment, granting University its gratuitous use, pursuant to the terms and conditions set forth herein. University as bailee hereby accepts the Equipment (as defined below) in bailment, subject to the terms and conditions set forth in this Agreement.
3. **Property Bailment.** The City's property subject to this bailment consists of equipment and related accessories, appliances and tooling proprietary to and owned by City (hereinafter, the "Equipment") as follows:
 - i. One (1) 7500 FAST DX INSTRUMENT TOWER, serial number 275031564
 - ii. One (1) KINGFISHER FLEX, serial number 711-80983
 - iii. Any associated technologies detailed within the SOP, necessary operate the Equipment.
4. **Title.** The Parties agree that the Equipment is owned by and is the exclusive property of City. University may not sell, lease, mortgage, pledge, encumber or dispose of the Equipment in any manner.
5. **Equipment Location.** University agrees to install and keep the Equipment in University property located in El Paso, Texas. University may not transfer the Equipment to a different location, unless it obtains the prior written authorization from City.
6. **CLIA.** City and University will coordinate the removal of the Equipment listed from the City's CLIA facility inventory and adding Equipment to the University's CLIA facility inventory.
7. **Use and Maintenance.** University agrees to provide, at its own cost, any maintenance that the Equipment requires during the term of this Agreement. University may not remove the Equipment from the University's property or modify the Equipment without City's prior written consent. University shall use, operate, repair and maintain the Equipment in compliance with all applicable laws and regulations, including all safety laws and regulations, industry codes and standards, and the specifications of operating and maintenance manuals.
8. **Equipment Return.** Upon termination of this Agreement, University shall return the Equipment to City in the same condition as it was delivered, reasonable wear and tear excepted. All such returns shall be to City's facility at 9566 Railroad Drive, El Paso, Texas 79924, with transportation paid by University.
9. **Risk of Loss; Property Insurance.** University shall assume all risk of loss or damage to the Equipment while it is in the custody, possession or control of University. University shall maintain at its expense property insurance for the Equipment in an amount not less than its full replacement value, as notified to University by City from time to time. University may, at its sole discretion, include the Equipment in the University's standard existing insurance coverage policies. University shall report any incidents of damage or loss to the Equipment promptly after the same become known to University.
10. **No Liens.** University shall not permit any mechanics lien or other lien to be imposed on or against the Equipment.

11. **Warranty; Limitation of Liability.** The Equipment is provided to University on an “AS IS” basis, without any express or implied warranties whatsoever. CITY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event will City be liable for any special, indirect, incidental or consequential damages arising out of or relating to use of the Equipment.
12. **Facility Access.** University shall permit City, its officers, employees, consultants and agents reasonable access to the facility to inspect the Equipment, upon not less than ten (10) calendar days’ advance written notice from City specifying the names and titles of personnel it intends to conduct the inspection and any University personnel or resources it desires to be available during the inspection. University shall use reasonable efforts to cause such personnel and resources to be available at the time of the inspection. All such personnel of City shall be subject to and abide by the safety and security rules of University applicable to the facility where Equipment is located. University may require such personnel to execute a visitor's confidentiality agreement and release prior to entry to the corresponding facility.
13. **Compensation.** The Parties agree that neither Party shall be responsible for any monetary payment to the other Party and further agree that the division of costs and obligations detailed in this Agreement fairly compensates both Parties under this Agreement.

II. OTHER COVENANTS AND AGREEMENTS

1. **Transfer of Ownership Interest.** This Interlocal Agreement represents an agreement for the City and University to share resources. Neither Party shall acquire an interest in the real or personal property of the other.
2. **Retention of Ownership.** Upon termination of this Agreement, in accordance with section, each Party will retain ownership of its respective properties, equipment and related supplies, whether or not the property was previously shared.
3. **No Conveyance of Real or Personal Property Interests.** Both Parties agree this Interlocal Agreement is not intended to form an interest in real property and neither the City nor the University will acquire rights of tenancy in the other’s facilities for the initial term of this Agreement or during any renewal, extensions or modifications of the term of the Agreement.
4. **Stand Alone Agreement.** The terms of this Agreement will be considered separate from any other University/City transaction or agreement, including yet not limited to, those Interlocal Agreements related to either assignment of University personnel to City laboratory or establishment of a City testing facility at University. The mutual consideration of the Parties described herein shall be calculated without reference to any other contract. Setoffs against other contractual obligations is neither contemplated by the Parties nor permitted.

III. TERM AND TERMINATION

1. **Term.** The effective date of this Agreement is the date this Interlocal Agreement is approved by the El Paso City Council (“Effective Date”). Thereafter, this Agreement shall be in effect

until **December 31, 2022**, unless terminated earlier by either Party in accordance with the provisions set in this Agreement.

2. **Renewal.** Subject to approval of both Parties and applicable law and regulation, this Agreement may be renewed or its Term extended, in accordance with a written amendment hereof signed by duly authorized representatives of each of the Parties.
3. **Termination.** Either Party may terminate this Agreement upon thirty (30) calendar days' written notice of its intention to terminate the Agreement signed by duly authorized representative of the terminating Party to the other Party.

IV. NOTICES

Any notice to any Party under this Agreement must be in writing signed by the Party giving it, and shall be deemed given when received by the Party's designated representative. Notices shall be mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, hand delivered or emailed to the following designated representatives:

To the City of El Paso:

City of El Paso
Office of the City Manager
P.O. Box 1890
El Paso, TX 79950-1890

With copy to:

City of El Paso
Attn. Chief Mario D'Agostino
P.O. Box 1890
El Paso, Texas 79901

Agency Name:

The University of Texas at El Paso
500 W. University Ave
El Paso, TX 79968
Attn. Vice President for Business Affairs

Changes may be made to the above addresses and addressees through timely written notice provided to the other Party.

V. GOVERNMENTAL FUNCTION AND IMMUNITY

1. **Governmental Function.** The City and University expressly agree that, in all things relating to this Interlocal Agreement, the parties enter into this Interlocal Agreement for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of each Party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.
2. **Immunity.** The City and University reserve, and do not waive, their respective rights of governmental and/or sovereign immunity and similar rights and do not waive their rights under

the Texas Tort Claims Act. The Parties expressly agree that neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

3. **PREP ACT.** The City and University agree that immunity applies to University and its employees and the City and its employees for the covered countermeasures, including but not limited to testing for COVID-19.

VI. RISK ALLOCATION – LIMITATION OF LIABILITY

1. **Liability.** This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either Party by law.
2. **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, neither Party shall be liable to the other Party (nor to any person claiming rights derived from such Party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind - including lost profits, loss of business, and further including, mental anguish, emotional distress and attorney's fees- as a result of breach of any term of this Agreement, regardless of whether the Party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither Party hereto shall be liable to the other Party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other Party regardless of whether the Party receiving said information from the other Party was advised, had other reason to know, or in fact knew thereof.
3. **Intentional Risk Allocation.** The City and University each acknowledge 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 associated with 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.
4. **No Indemnification.** The City and University expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.
5. **Fines and Penalties.** Each Party shall be solely responsible for fiscal penalties, fines or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal regulations, codes or laws occurred as a result of that Party's actions, except as may be specifically provided by law.

VII. GENERAL PROVISIONS

1. **Compliance with Laws.** In the performance of their obligations under this Agreement, the Parties shall comply with all applicable federal, state or local laws, ordinances and regulations

and declarations.

2. **Governing Law.** For purposes of determining the law governing the same, this Agreement is entered into in the city and state of main operations of the Parties hereto, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso, Texas.
3. **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 and the University when performing a function shall apply to such officers, agents, Personnel or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.
4. **Current Revenues.** Pursuant to Section 791.001(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.
5. **No Waiver.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require performance of that provision. Any waiver by either Party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.
6. **Amendment; Assignability.** This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner without the written consent of the other Party.
7. **Severability.** All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected; and in lieu of each provision which to be illegal, invalid or unenforceable, there will be added as part of this Agreement, a provision which preserves the intention of the unenforceable provision, but which complies with the law.
8. **Section Headings.** The paragraph or section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.
9. **Representation of Counsel; Mutual Negotiation.** Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties named hereinabove as of the date, month and year first written above.

(Signatures follow on next page)

CITY OF EL PASO


Oscar Leaser, Mayor

Date: _____

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Mario D'Agostino, Fire Chief
El Paso Fire Department

THE UNIVERSITY OF TEXAS AT EL PASO



Mark McGurk
Vice President for Business Affairs



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-594, 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.

Fabiola Campos-Lopez to the Community Development Steering Committee by Representative Henry Rivera, District 7.

DATE: May 17, 2021

TO: City Clerk

FROM: City Representative Henry Rivera

ADDRESS: 300 N. Campbell TELEPHONE 915.212.0007

Please place the following item on the (Check one): CONSENT X REGULAR _____

Agenda for the Council Meeting of May 25, 2021

Re-appointment of Fabiola Campos-Lopez to the Community Development Steering Committee
Item should read as follows: by City Representative Henry Rivera, District 7

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Community Development Steering Committee

NOMINATED BY: City Representative Henry Rivera DISTRICT: 7

NAME OF APPOINTEE Fabiola Campos-Lopez
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: ____ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: YES, THE COMMITTEE ON BORDER RELATIONS. APPOINTED ON 6.12.2018
LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Fabiola Campos-Lopez

EXPIRATION DATE OF INCUMBENT: 6.8.2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 5.25.2021

TERM BEGINS ON : 6.9.2021

EXPIRATION DATE OF NEW APPOINTEE: 6.13.2023

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: _____

2nd TERM: X

UNEXPIRED TERM: _____

Fabiola Campos-López

Education

- Bachelor of Business Administration
Major: Marketing
UNIVERSITY OF TEXAS AT EL PASO

Leadership Experience

- El Paso Neighborhood Coalition, Chairperson
 - In charge of 89 Neighborhood Associations community affairs.
 - Conduct monthly meetings.
 - Provide support to better the quality of life in El Paso Neighborhoods.
- Neighborhood Coalition Mission Valley Planning Area Representative
 - Coordinate and Provide City news to 15 Mission Valley Area Neighborhood Associations.
 - Attend Meetings, Workshops and Events representing our Area.
 - Be of Supportive assistance to the Mission Valley Area Community.
 - Assist with Spanish/English Translations as requested.
- CCC member for CENSUS 2020
 - Outreach Subcommittee member
 - Identify Low Response Areas
- Community Development Steering Committee member.
 - Formulate recommendations for the Community Development Program.
 - Serve in an advisory capacity to the City Council (first 2 year-term completed).
- District 7 Appointee for the Border Relations Committee.
 - Considering issues affecting the development or relations between the two communities.
 - Make recommendations to City Council and the Binational Task force to enhance border relations.
- Playa Neighborhood Association
Treasurer
 - Perform financial reports for our Association.
 - Attend to City, Other Neighborhood Associations, Public meetings.
 - Maintain our N.A. members inform of coming City/Public Events
 - Organize and provide the necessary information requested by other Mission Valley N.A.
 - Be a Community Servant- Leader
- Border's Facebook Group Administrator
 - Creator and Administrator of Facebook group UNA SOMOS TODAS
 - Women members exclusively.
 - 6500 members: 4000 Cd. Juarez residents/2500 El Paso residents
 - Maintain a secure and trustworthy atmosphere in the group
 - Help the entrepreneur housewife/ independent women from both cities to utilize the group for marketing their product/service.
- Volunteer Coordinator/ PTA Treasurer
 - Vista Hills Elementary School 1997 -2003

Professional Experience

- Notary Public - current
 - Translation of Official Government Documents
 - Tax Preparation
 - Completion of Forms
- * Texas Department of Human Services - 1990
Eligibility Worker I
 - Interview applicants for Public welfare programs available.
 - Perform written and verbal translations daily.
 - Complete reports and forms in a digital manner.

Additional Skills

- - Fluently Bilingual Spanish/ English, Excellent Interpersonal Skills, Bi- Cultural,
- Proficient in Social Media/Networking.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-597, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Cecilia Ochoa Levine to the Committee on Border Relations by Mayor Oscar Leeser.



Cecilia Ochoa Levine

Cecilia Ochoa Levine has been owner of MFI International Mfg., LLC, headquartered in El Paso, Texas, since 1990. Prior to joining MFI, Levine was President and Founder of Ceci Inc. El Paso, Texas and Contratistas de Confecciones, Juarez, Mexico.

MFI is a Contract Assembler, producing diversified products for industries such as automotive, juvenile, home furnishings, pet, ladies accessories and apparel sectors. MFI also is a provider of Manufacturing, Warehousing, Distribution, Shelter and Consulting Services with offices and plants in Mexico and the United States.

MFI International's Shelter division has given Levine the opportunity to work with major companies including Kimberly Clark, Hasbro, Sara Lee, Pierre Deux and Evenflo, Temperpedic and other mattress companies in establishing manufacturing operations in Mexico and in the United States. She also has guided smaller companies during their start-up phase. Her design experience has been an asset to many of MFI's clients.

Levine has extensive experience in manufacturing, establishing world class production processes and procedures such as ISO certifications, continuous improvement programs and management skills processes, international trade, cross border cultural relationships and economic development.

She participated in Green7 de Mexico – an antimicrobial agent distribution company in Mexico. This product utilizes a technology developed at Emory University that will mitigate infectious diseases such as MRSA.

Levine is a partner in Innovei Asia with offices in Taiwan and with relationships with manufacturing plants in China. She also is a Director and Partner in Innovei Electronics a company that was incubated by MFI International with competencies based on electronic repair. They are certified by companies such as Apple Compute.

From 2003 to 2008, Levine, served as a member of the President's Export Council, which worked with the Department of Commerce, the U.S Trade Representative and the Executive Branch in promoting U.S. Exports. She participant in a fact-finding trips to China and Mexico with Secretary of Commerce Don Evans. In 2008 she was named Chairman of the US/Mexico Border District Export Council by Secretary of Commerce Carlos Gutierrez, a Council that has representation throughout the US and Mexican border region.

From 2002 to 2007, Levine served as a board member for the Federal Reserve Bank of Dallas, El Paso branch. Served from 2004-2007 as co-chairman.

From 1998 to 2000 she he was Co-Chairman of "Amigos de Bush" a supporting group of Republicans, Democrats and Independents from different states in the United States supporting President Bush's Hispanic values agenda and was awarded the opportunity to plan and execute a sanctioned event at the 2000 Presidential Inaugural events in Washington D.C. with over 800 participants.

Levine founded the US/Mexico Strategic Alliance which networks with various existing organizations to improve the life of U.S. and Mexican citizens living in the border regions of the United States and Mexico. She is also involved in a medical project to relocate used U.S. medical equipment to needy hospitals in Mexico as well as helps to promote the Medical Center of the America and board member of the Biomedical Cluster Juarez/El Paso with organizations as SIVAM (Society of Mexican Artistic Values).

Levine has been working for the last 8 years putting together the social ecosystem that will be housed in the Herzog and de Meuron El Punto project that will be built in Ciudad Juarez. El Punto will house a music conservatory, arts academy, (dance, photography, painting, sculpture etc.), Permaculture program, hospitality Institute, digital education programs “Paco El Chato”. This ecosystem will be replicable for other regions of the world. These programs are based on a prevention of violence, and addictions. El Punto vision is to work on projects that can help with dignifying humanity.

She was a founding member of the Midland, Texas Hispanic Chamber of Commerce in the 1980’s.

Levine was a guest speaker at the Entrepreneur Class in the Business School at Baylor University in Waco Texas for 20 years as well as having served as the Entrepreneur in Residence at the University of Texas at El Paso 2006.

In 2011 was invited to be board member for the Baylor University School of Business and served for 6 years.

In 2012 she was asked to speak at the 6th Annual Global Forum at the McBride Center for International Business the theme being “Women in the World Economy.”

In 2017 she was a Key Note Speaker at the Baylor School Ethics Forum.

She has been a guest speaker in South American countries on economic development and maquiladora opportunities and issues.

Levine presently serves as Vice President of Southwest Maquila Association.

She served in Nation Board of BBVA Compass Bank from 2012- 2016.

Levine serves in the local advisory board of Compass BBVA Bank 2011 - Present

From 2011 to Present – Has worked with Herzog and de Meuron Swiss Architectural Firm to create an architectural and social INCON for the US/Mexico Border. This will create the echo system that can start to define the true DNA of the region.

December 2016 to February 2016 – Participated in the organization (with the Juarez and El Paso Bishops) of Pope Francis to Ciudad Juarez and the design of the altar and podium for the Papal Mass.

In 2017 Mrs. Levine’s foundation worked with the State of Chihuahua Desarrollo Social in fixing 76 “centros de bienestar infantil” (center for low income children in Juarez)

In 2017 created a relationship with Earth Block organization to create sustainable spaces in Juarez.

Summer of 2017 became partner of Con Vision 20/20 an eye clinic in Ciudad Juarez as the first of the clinics that will be operating in the “Closter Medico de Juarez”

In 2018 open “y Coma” an education a social center for the medical cluster in Juarez.

Levine was invited by Bishop Mark Sipze to participate in the Blue Ribbon Committee to assist the Catholic Schools of El Paso in 2016. After developing a plan for the schools Levine and the Blue Ribbon Committee now became the Advisory Board for the El Paso Dioses Catholic Schools to work with Art Edu on the transformation of the schools.

AWARDS AND RECOGNITIONS

In 2009 – “Manufacturer of the year” El Paso Hispanic Chamber of Commerce”

In 2007 - “Exporter of the year award given by the Small Business Association”

In 2006 -USHCC “National; and Regional Hispanic Business Woman of the Year Award”
US Hispanic Chamber of Commerce

In 2006 – McDonald’s Hispanos Triunfadores

In 2005 – “Ser Empresario – Border-land Award”

In 2004 – “Orgullo Hispano- Galardón de La Mujer” - Guadalajara México

In 2004 – “Texas Association of Mexican American Chambers (TAMAC) Business Woman of the Year Award”

In 2003 – “Small Business Administration's Minority Women-Owned Business of the Year Award”

In 2002 – “League of Women Voter's Bravo Award”

In 2017 = Award given by the Mexican Council in El Paso representing the industry.

In 2017 – Award from Ambassador of Mexico in the US for work in the industry.

In 2017 – Hispanic Chamber of Commerce – MFI as manufacturer of the year.

In 2018 – Mexicanos Distinguidos – Secretaria de Relaciones Exteriores – Mexicanos en el exterior.

Cecilia Levine is currently or has been affiliated with the following National and International Organizations.

- Board member of Federal Reserve Bank of Dallas, El Paso Branch (Director)-Chairmen Protem - 2002-2007
- President's Export Council – 2003 - 2008
- World Trade Center – Chairman of the Board – 2001-2004
- Board member of El Paso Catholic Diocese – 1998-2011
- Paso del Norte Group – Co-Chairman Trilateral Committee for 1 yrs.
- Paisano Bi-national Immigration Advisory Committee – 2000 -2002
- Partnership for Prosperity – Bi National Competitiveness Committee Member 2003-2004
- & Production Sharing Action Force Committee Member – 2002-2004
 - US/Mexico Strategic Alliance – Founder and President
 - Lydia Patterson School board member 2000 – 2008
 - El Paso Museum of Art Foundation – 2001-2005
 - CINIME (Mexican National Maquiladora Association) through MSI (Mexican Company)
 - Member of El Paso Hispanic Chamber of Commerce
 - Mexican Federation of Private Health and Community Development Associations (FEMAP) 2000-2002
 - Hospital Civil de Guadalajara Foundation Board – 2000-2003
 - Governor’s Mansion Foundation “Austin Texas” – 2000-2003
 - Kids for Kids (an international initiative to have prodigy children help raise funds for children with cancer)
 - INDEX - AMAC - Cd. Juarez Maquiladora Council - through MSI (Mexican company) 2000 - Present
 - Plan Estrategico de Juarez – participant
 - Society of Corporate Compliance and Ethics -2002-2003
 - University of Texas in El Paso Entrepreneur in Residents 2 yrs.
 - Chairman of the US/México Border District Export Council – US Commerce Dept.-2008 – present
 - SIVAM- board member in Mexico, City and New York 2002- present
 - Mi Gran Esperanza- (supports children with cancer) board member in Guadalajara Mexico, 2002- present
 - National and Regional Advisory Board Member of BBVA/Compass Bank 2011 – 2015
 - BBVA Compass Advisory Board – 2011 -Present
 - Juarez Competitiva – US- 2011
 - Board of Directors of Orchestra Esperanza Azteca (3 youths orchestras in Juarez)
 - Baylor University School of Business Advisory Board Member

- Tecnológico de Monterrey Advisory Board in Cd. Juarez
- District Export Council – US – 2010 – Present
- Fondo Unido de Mexico – Untied Way – 2016 - Present
- Desarrollo Economico del Norte – Vice President - 2016
- Southwest Maquila Association – VICE President – 2010- present and Social Responsibility Committee Leader
- Member of Index 1987- Present
- Blue Ribbon Committee El Paso Catholic Diocese – 2017 – Present
- School Board Catholic Dioses of El Paso 2018
- Board and Secretary of Closter Bio Medico Juarez/El Paso 2017- Present
- Board of the DIF in Ciudad Juarez 2016-2018
- Board member of Esperanza Azteca Juarez Orchestra 2011- Present
- Board of Con Vision 20/20 – 2018 – Present
- Advisory Board El Paso Catholic Schools and Communication lead. 2018 – Present

She was born in Chihuahua, Chih., Mexico in 1950, moved to the United States in 1966 with her parents Juan Ochoa Reynoso, Emma Bunsow de Ochoa and eight brothers and sisters. Attended the University of Texas in El Paso where she studied geology. Cecilia became a naturalized U.S. Citizen in 1982. In 1988 became partners with Lance R. Levine and married shortly after. Cecilia has four children: Chia Wollschlager, Emma Schwartz married to Doug Schwartz, Lawrence Wollschlager, and Lance Michael Levine and Ali Welik. Cecilia has four grand-daughters McKenzie Stewart, Taylor Stewart, Sienna Schwartz and Milan Schwartz. Levine's hobbies are painting, interior and exterior decorating and travel, and the ARTS.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-604, 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.

Isela Castañon-Williams to the Committee on Border Relations by Representative Henry Rivera, District 7.

DATE: May 19, 2021

TO: City Clerk

FROM: City Representative Henry Rivera

ADDRESS: 300 N. Campbell TELEPHONE 915.212.0007

Please place the following item on the (Check one): CONSENT X REGULAR _____

Agenda for the Council Meeting of May 25, 2021

Appointment of Isela Castañon-Williams to the Committee on Border Relations by City

Item should read as follows: Representative Henry Rivera, District 7

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Committee on Border Relations

NOMINATED BY: City Representative Henry Rivera DISTRICT: 7

NAME OF APPOINTEE Isela Castañon-Williams
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: ____ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Fabiola Campos-Lopez

EXPIRATION DATE OF INCUMBENT: 5.31.2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 5.25.2021

TERM BEGINS ON : 6.1.2021

EXPIRATION DATE OF NEW APPOINTEE: 5.31.2023

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Isela Castañon-Williams
RESUME

Personal Information:

Foreign Language: Spanish (fluent in speaking and writing)

Educational Background:

University of Washington: M. Ed. (Conferred 8/20/76)

Emphasis: Bilingual/ Bicultural Education and Business Administration

University of Texas at EL Paso: B.A. Speech Pathology (Conferred 5/12/73)

Certification: Texas Teaching Certificate - Speech Therapy

Employment Background:

1977 - Present

Employed by the El Paso Community College District in El Paso, Texas. Duties and responsibilities have varied and are broken down by years as follows:

2006 – Present

District Wide Instructional Coordinator and Professor for the Teacher Preparation Program at the El Paso Community College. Duties and Responsibilities include:

- Developing the program
- Creating semester class schedule
- Staffing program classes
- Insuring that adjunct faculty fulfill all their responsibilities as adjunct faculty
- Maintaining budget
- Supervising work study personnel
- Recommending program advisory committee members
- Coordinating program activities with other college personnel
- Serving as program representative to the community
- Making recommendations to division dean for textbook orders

Accomplishments

Under my leadership, a student advising program was developed that provides academic program advising to all students by faculty members. Customized textbooks were developed for all courses in the Teacher Preparation Program and technology was incorporated into classroom instruction for all courses district wide. All courses in the program were developed into online courses and all courses were also developed in hybrid mode. Additionally, the Teacher Preparation Program Associate of Arts degree was also developed.

As Chair of the college Curriculum Committee, I wrote the college's Core Course Assessment Plan required by the Texas Higher Education Coordinating Board (THECB) for continued funding of courses offered at the college and led the committee through the process of restructuring the Core Curriculum (mandatory General Education courses) for the college also required by THECB in order for the college to receive state funding for courses offered after 2014.

2002-2006

Professor – Teacher Preparation Program. Duties and Responsibilities include: Teaching classes in the Teacher Preparation Program and serving on college wide committees.

1991-2002

Instructional Coordinator for Child Development Program at the El Paso Community College.

Duties and Responsibilities include:

- Creating semester class schedule
- Staffing program classes
- Insuring that adjunct faculty fulfill all their responsibilities as part time faculty
- Maintaining budget
- Supervising lab assistants and work study personnel
- Insuring Child Development lab is fully stocked with supplies and is operational
- Recommending program advisory committee members
- Coordinating program activities with other college personnel
- Serving as program representative to the community
- Making recommendations to division dean for textbook orders

Accomplishments

Under my leadership the Child Development Program received an Exemplary Program designation in Spring 2002 from the Texas Higher Education Coordinating Board which accredits academic programs in all Texas colleges and universities. I established the two On-Campus Child Care Centers for the El Paso Community College. The project included conducting a college wide feasibility study to justify the need for the centers, making presentations to the El Paso Community College Board of Trustees to justify location, budget, and program for the centers. Other responsibilities included planning the physical layout of the child care centers, insuring that remodeling of buildings designated for centers met Texas Child Care Center Minimum Standards as well as Health and Fire Department standards, ordering all equipment and materials to be used in the centers, hiring, training, and supervision of child care center staff, development of all documents to be used by the centers (i.e. parent handbook, operational procedures, billing statements, etc.), development of systems to interface the child care centers with other college departments, recruiting of children for centers, development and maintenance of budget for the centers, and obtaining external funding to enable students to pay for child care services.

As Director of the On Campus Child Care Centers, I acquired the third largest ACCESS grant in the United States given by the Department of Education. This grant enabled more college students to obtain funding to pay for their child care expenses.

Under my leadership as Instructional Coordinator for the Child Development Program at the El Paso Community College, the program received a Near Exemplary designation from the Texas Higher Education Coordinating Board which accredits academic programs in all Texas colleges and universities.

I developed the **Educational Assistant Program** geared to prepare students to work as teacher aides in public schools and to provide professional growth for teacher aides already employed in schools. As developer of this program, I developed the budget for the program, served as primary contact person to the community, recruited students, arranged training sites, supervised field experiences for students, and developed the following courses for the program:

- Introduction to Education Processes I
- Introduction to Education Processes II
- Concepts of Bilingual Education
- Techniques and Materials in Bilingual Education
- Work Experiences I

As Instructional Coordinator, I developed collaboration between the Child Development Program at the college and the local YWCA which resulted in a joint training grant called the YWCA/EPCC Training Center Grant which is funded by the Texas Workforce Commission. The grant trains TANF recipients for child care provider positions. Students received college training as well as on hands employment training. When they completed the program they received credit for two courses in the Associate of Applied Science Degree Child Development Program at El Paso Community College. This grant is the first of its kind in the nation and received public recognition by Governor George Bush.

I also developed and implemented an academic advising program for the Child Development students conducted by Child Development faculty. College counselors provide only TASP advising, filing for graduation, and initial counseling for new students. The program, which is coordinated with the counseling department, served as a pilot program for the college and is now entering its 9th year.

Also, I succeeded in obtaining the collaboration of the Texas Department of Protective and Regulatory Services, Child Care Licensing Division, YWCA Child Care Management Services, Association to develop a child care substitute program which would provide substitutes for child care facilities in the community. This collaboration effort has now been funded and is the only one of its kind in the nation. Child Development students are trained to be child care substitutes and have the opportunity to earn money while they are in school.

I developed a recruiting brochure for the Child Development program and a recruiting program that is used in all recruitment efforts for the college Child Development program with community agencies and organizations such as the following:

- YWCA Day Care Program
- El Paso County Head Start Program
- Child Care Are Essential Professional Association
- Professional Home Care Association
- Association for the Benefit of Children

As a result of this recruiting program, several hundred students have enrolled for CDA classes every semester since its inception in 1982.

During my first appointment as Instructional Coordinator of the Child Development Program from 1982-1986, I restructured the Child Development degree program to meet local and coordinated the program's activities with other college personnel. I developed the Child Development Associate Credential Certificate program designed to prepare individuals for the National Child Development Associate Credential assessment. The program prepares individuals for Regular, Bilingual, and Infant/ Toddler National Child Development Associate Credential. I developed the following courses for this program:

- Child Development Associate Training I
- Child Development Associate Training II
- Child Development Associate Training III
- Child Development Associate Training IV

2001 - 2003

Affiliate Advisor for the National Association for the Education of Young Children (NAEYC).

Duties and Responsibilities include:

- Providing consultation and technical assistance to assigned NAEYC State Affiliates in six states and Puerto Rico.
- Maintaining monthly contact with assigned State Affiliates, an average of 20-25 hours monthly.
- Facilitating self-assessment by Affiliate groups in relation to *NAEYC's Criteria for Effective Affiliate Group Functioning*.
- Developing a technical assistance plan from the self-assessment for each assigned State Affiliate.
- Facilitating the implementation of the technical assistance plans.

- Maintaining monthly monitoring on the progress of the technical assistance plans.
- Participating in NAEYC's Affiliate Advisor orientation and intensive training session scheduled in Washington, D.C.
- Participating in additional Affiliate Advisor training and networking activities to be held at least three times per year.
- Maintaining regular communication with assigned State Affiliates and NAEYC's Office of Affiliate Relations.
- Attending at least one State Affiliate leadership working meeting with each of the assigned State Affiliates during the first year of the contract.
- Contributing to the design, development and evaluation of training resources for the Office of Affiliating Relations for use by NAEYC Affiliates.
- Submitting all required reports in a timely manner to the Office of Affiliate Relations as outlined in the *Affiliate Advisor Policy and Procedures Handbook* January 1997-June 1997

Lead Coordinator for the Public Service and Technology Division. (Acting Division Chair)

Duties and responsibilities include:

- Planning, directing, evaluating and overseeing ten programs/disciplines within the Public Service and Technology Division.
- Serving as the official representative for ten disciplines and division office, in the areas of academic programs, scheduling, faculty and personnel.
- Providing personnel management direction and supervision to assigned faculty and staff, including the hiring process, orientation, performance appraisal, coaching and professional development.
- Representing ten disciplines and division in the community when interacting with local overseeing the development and evaluation of new programs, services and courses to meet the needs of students and the community.
- Providing division and discipline leadership in strategic and facility planning, directly supervising designated instructional program offerings, coordinating activities with managerial personnel in charge of the other program offerings and support services; and
- Developing, recommending and evaluating departmental goals/ objectives and budgets; ensuring compliance with approved programs; monitoring progress and program delivery.

August 1977- Present

Employed as instructor in the Child Development program. Responsible for teaching Child Development and TECA Education university transfer classes as assigned, providing academic counseling for students, referring students to various services in the college such as tutoring, handicapped services. Assisting the division chair on projects assigned, and serving as discipline coordinator as requested by the division chair. Duties and Responsibilities include teaching:

- Introduction to Early Childhood Education
- Math and Science in Early Childhood
- Family and the Community
- Nutrition, Health and Safety
- Emergent Literacy in Early Childhood
- Day Care Administration I
- Influences of Culture and Environment in Young Children
- Issues and Trends in Child Development
- Work Experience I and II
- Growth and Development of the Child
- Developing and Learning Through Movement
- Child Development Associate Training I
- Child Development Associate Training II
- Child Development Associate Training III

- Child Development Associate Training IV
- Growth and Development of the Infant and Toddler

Conference Organizational Experiences

Served as Chairman of the First Annual Paso Del Norte Association for the Education of Young Children Conference, October 20, 1998.

Organized the National Association for the Education of Young Children Hispanic Caucus Pre-conference Workshops at the following National Association for the Education of Young Children (NAEYC) Annual Conferences:

- NAEYC 1987 Annual Conference, Chicago, Illinois
- NAEYC 1988 Annual Conference, Anaheim, California
- NAEYC 1989 Annual Conference, Atlanta, Georgia
- NAEYC 1990 Annual Conference, Washington, D.C.

Honors

Inductee, El Paso Democratic Party Hall of Fame 2016

Chair, El Paso Community College Curriculum Committee - 2006-2014

District 2 Trustee, El Paso Independent School District Board of Trustees – May 2009 –2015

President, El Paso Independent School District Board of Trustees – June 2011 - 2015

Vice Chair, West Texas School Boards Association – February 2010 - 2011

Commissioner, NAEYC Early Childhood Associate Degree Accreditation Commission 2006 – 2011

Vice President for Membership, Ysleta Educational Foundation 2010 - 2011

Vice President for Fund Development, Ysleta Educational Foundation 2008 – 2010

Dean's Recognition Award for Dedication to Education and Community Service - 2010

Secretary, Ysleta Educational Foundation 2006 – 2008

Secretary, El Paso Central Appraisal District Board of Directors – 2011-2012

Member, El Paso Central Appraisal District Board of Directors – May 2009 – 2012

President, AFT/Higher Ed Chapter of the American Federation of Teachers 2004 – 2005-

Delegate to National Democratic Convention – Democratic National Convention 2008

Delegate to Texas State Democratic Convention – Texas State Democratic Convention 2008

Delegate to National Democratic Convention - Democratic National Convention 2004

Delegate to Texas State Democratic Convention – Texas State Democratic Convention 2004

President, El Paso Community College Faculty Association 1998 - 2000.

Vice President, Texas Faculty Association, El Paso Chapter 2004 - 2005, 1997 - 1999.

Chair, Texas Department of Protective and Regulatory Services State Advisory Committee - 1996-1997.

Vice Chair, Texas Department of Protective and Regulatory Services El Paso Advisory Committee - 1993-1994.

Founder and Chair, Camino Real Child Care Coalition 1993- 1995

Treasurer, Texas Association for the Education of Young Children 1991-1992.

Founder, Paso Del Norte Association for the Education of Young Children 1987.

Board Member, Texas Association for the Education of Young Children 1987-1992.

President, Paso Del Norte Association for the Education of Young Children 1990-1991.

Vice President, Professional Association of College Educators 1982-1985.

President, El Paso Community College Faculty Association 1980-1981.

El Paso Community College National Minnie Piper Award Recipient 1984-1985.

Secretary, El Paso Children's Day Care Association Board of Directors 1979-1983.

Chairman, Program Committee of Big Brothers/ Big Sisters of El Paso Board of Directors 1981-1983.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-554, 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 Peter Svarzbein, (915) 212-1001

AGENDA LANGUAGE:

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

Anibal Olague to the Building and Standards Commission by Representative Peter Svarzbein, District 1.

DATE: 05/07/2021

TO: City Clerk

FROM: Peter Svarzbein Representative of District 1

ADDRESS: 8001 N. Mesa E-118 TELEPHONE 915-205-1469

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of May 25, 2021

Appointment of Anibal Olague to the Building and Standards Commission by

Item should read as follows: Representative Peter Svarzbein, District 1

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Building and Standards Commission

NOMINATED BY: Peter Svarzbein DISTRICT: 1

NAME OF APPOINTEE Anibal Olague

(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: _____ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: NO

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: Building and Standards Commission approx. 7yrs ago, Fair Housing Task Force 2019 -2020
LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: VACANT

EXPIRATION DATE OF INCUMBENT: _____

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: _____
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 05/25/2021

TERM BEGINS ON : 05/25/2021

EXPIRATION DATE OF NEW APPOINTEE: 10/31/2022

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Anibal Olague

Experience

March 2018-Present- Commercial Division Homepros Real Estate Group.

(2015-Feb 2018) Realtor- Residential and Commercial real estate agent with New Beginnings Realty.

(2008-Present) President/Owner, Border Community Development Consultants Inc. Grant Writing/Project Management consulting firm responsible for assisting local units of government to secure and administer federal/state grants. Responsible for the implementation of affordable housing, small business assistance programs, law enforcement, water/stormwater and other infrastructure programs in communities located along the U.S/Mexico Border.

(2004- 2008) Border Fair Housing & Economic Justice Center, Executive Director
Worked with the Board of Directors in development and periodically updating a strategic plan to accomplish the agency's mission and the implementation of programs, contracts, grants, and enforcement initiatives. In addition, manage the agency workload, which includes office administration, case management, and public relations; Strategic Planning- Establish current and long range objectives, plans and policies subject to the approval of the Board of Directors; Personnel- responsible for developing sound and consistent personnel policies for the Board's approval and ensure the fair implementation of these policies; hiring, evaluating and terminating staff, either directly or by delegation; Budgeting & Accounting: responsible for overseeing the adequacy and soundness of the organization's financial structure; proposing an annual budget and periodic revisions for approval by the Board; oversee that expenditures are within the budget and available funds and that funding restrictions are properly observed. In addition, ensure that all funds are properly accounted for; Development- responsible for exploring and coordinating new sources of funding, advising the Board on funding needs and for assisting the Board in developing and carrying out plans for raising the amount budgeted. Responsible for preparing proposals and for negotiating contracts with private and government agencies, within approved program plans; Public relations- Represent the center before media, in public presentations and in relations with relevant public and private agencies, coalitions, and advisory boards.

(1999-2004) Texas Department of Housing & Community Affairs- Border Field Officer (OCI)

Responsible for the operations of the OCI west Texas Field Office providing technical assistance to local units of government on planning and development of community and economic development projects in underserved areas. Assisted grantees with the

implemetnaiton of varios public funded projects; monitored compliance with federal rules and regulations; provided technical assistance

(1998-1999) El Paso City Representative District 5, Outreach Coordinator

Represented elected official at various community functions; Assisted constituents in District 5 to resolve concerns with City departments; Responsible for coordinating community meetings and workshops to inform the public on issues affecting the city; Facilitated networking between community groups and city departments to improve the quality of life in District 5; Served as an advisor to elected official on policies and ordinances presented to city council for approval; Educated constituents on city ordinances, programs, and projects; Served as an advocate for constituent initiatives relating to community development.

(1995-1998) Texas House of Representatives- Executive District Administrator

Responsible for office management duties for State Representative in District 75; Assisted the member in a variety of matters requiring a thorough understanding of the policies and programs unique to the legislative process; Supervised and train staff; Performed highly responsible administrative functions related to the timely and appropriate handling of public inquiries and request for assistance; Worked closely with local, regional, and state entities; Served as the primary liaison with informal media and their representatives at the national, state, and local levels.

EDUCATION

Presently seeking a Bachelors degree in Business Administration

CERTIFICATIONS/ PROFESSIONAL TRAINING

- Certified Housing Quality Standards Inspector
- Colonia Housing Standards Inspector
- State of Texas Certified Homebuyer Counselor
- Homebuyer Education Methods- Neighborhood Reinvestment Training Institute
- Construction Management Training- Training Development Institute
- Licensed as Solicitor for RLA- Property & Casualty Insurance Provider
- El Paso Academy of Real Estate
- Grant Writing Training - Texas Governors Grant Writing Team
- Financial Literacy- National Community Reinvestment Coalition
- Fair Housing- National Community Reinvestment Coalition
- Financial Management Training- National Community Reinvestment Coalition
- Financial Management Training- Training Development Institute

ACTIVITIES

Former Member, West Texas Food Bank

Former Member/Chair, El Paso Saves

Former Member, Fannie Mae's El Paso Advisory Committee
Member, National Latino Fair Housing Coalition
Member, Southwest Border Development Coalition
Member, Greater El Paso Association of Realtors, Governmental Affairs Committee



El Paso, TX

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Legislation Text

File #: 21-600, 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.

Charles Mais to the Historic Landmark Commission by Representative Isabel Salcido, District 5.

DATE: May 19, 2021

TO: City Clerk

FROM: City Representative Isabel Salcido

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0005

Please place the following item on the (Check one): CONSENT x REGULAR _____

Agenda for the Council Meeting of May 25, 2021

Appointment of Charles Mais to the Historic Landmark Commission by Representative Isabel

Item should read as follows: Salcido, District 5.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Historic Landmark Commission

NOMINATED BY: Isabel Salcido DISTRICT: Five (5)

NAME OF APPOINTEE Charles Mais

(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: _____ NO x

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: N/A

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

Don Luciano

NAME OF INCUMBENT: _____

3/12/20

EXPIRATION DATE OF INCUMBENT: _____

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE):

TERM EXPIRED: _____

RESIGNED x

REMOVED _____

DATE OF APPOINTMENT: May 25, 2021

TERM BEGINS ON: May 25, 2021

EXPIRATION DATE OF NEW APPOINTEE: 3/12/2022

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: x

2nd TERM: _____

UNEXPIRED TERM: _____

CHARLES MAIS

DESIGN PROFESSIONAL

Architecture and Interior Designs | Documentation | Project Management | Graphic Designs Conceptualization / Design Strategies and Architectural Solutions | Client Management and Presentation | Logistics/Scheduling/Tracking

PROFILE OVERVIEW

- ✓ Extensively experienced in space planning, schematic design, design development, construction documentation and construction administration. Technical proficiency includes AutoCAD, Adobe Photoshop, SketchUp, MS Project and MS Office Suite. Proven record of success in creating and implementing AutoCAD office standards. Registered architect in the State of Texas; working towards LEED accreditation and NCARB certification.
- ✓ Seasoned and innovative professional, equipped with 18 years of varied experience in Hospitality, Education, Commercial and Retail fields. Distinct creativity as evidenced by numerous project accomplishments and ability to impact overall company performance. Exemplifies diverse and unique multitasking leadership and business skills. Detail-oriented and comfortable performing in deadline-driven environments. Accustomed to performing initial project programming and research; and managing projects from conception to delivery.
- ✓ In-depth capacity to convey creative ideas to clients and innovatively complete projects with complex design specifications, ranging from small scale remodels to multimillion dollar hotel and casinos. Collaboratively works with and provides training to other professional staff to communicate and enhance ideas. Highly skilled at researching for design elements that further enhance concepts.

PROFESSIONAL EXPERIENCE

PSRBB Architects, El Paso, TX

Principal/Owner

Principal Architect, TX License No. 26455

2021-Present

- Co-owner of the 15 employee company focusing on architecture of commercial properties, K-12 Education and Higher Ed projects and Industrial projects
- Collaborate with clients to develop architectural designs according to owner provided programs
- Develop conceptual and Schematic design plans, working through design development to finalize concepts
- Establish design direction for projects and the overall firm
- Site Evaluation and Master Planning

Ysleta Independent School District, El Paso, TX

Construction Project Manager II

Project Liaison/ Project Manager

Environmental Department Supervisor

2016-2021

- Provide oversight/support for, and report directly to, the Chief Operations Officer for a \$450 million school bond program; including project management and tracking for new campus projects, campus addition/renovation projects and campus wide infrastructure upgrade projects; ensuring projects are delivered within district budget, timeline and quality requirements
- Development of conceptual design packages, cost/feasibility studies and entitlements for prospective campus addition and renovation projects. Directly responsible for project management of approved projects; ensuring project delivery
- Create and implement annual Campus Transition Plans to ensure successful movement and relocation of multiple campuses within limited and strict summer timeframes. Transition planning includes: creating transition scheduling and timelines; meeting with and coordinating campus administration, district departments and personnel; identification, tracking and warranting inventory delivery; and on site supervision of the physical relocation/distribution of district equipment and physical assets
- In conjunction with the Chief Operations Officer; developed the Facility Master Plan living document, which clearly states the district's overall plan for campus improvement and preventative maintenance for a 10 year period

CHARLES MAIS

- Direct supervisor to the district CADD Technician and Environmental department, which handles asbestos and hazardous waste removal and also maintain the overall pest management plan for the district
- Provide direct support to the Director of Maintenance and Operations and coordinate with the Maintenance Supervisor to ensure the initiation and completion of approved preventative maintenance projects

Ysleta Independent School District, El Paso, TX

Project Manager/CADD Technician

2013-2016

- Development of conceptual design packages, cost/feasibility studies and entitlements for prospective new school campuses and renovation projects for presentation to the district Superintendent and School Board of Trustees
- Perform project research, site analysis, design and development of site master plans for prospective school district projects
- Perform independent research of technical solutions for design-driven tasks
- Resolve design issues resourcefully and cost effectively during project planning, documentation and construction life spans
- Manage and organize the entire project and informational archives for the school district; including over 65 campuses and district properties

Alvidrez Architecture Inc., El Paso, TX

Senior Project Manager / Designer

2009-2013

- Planned project work efforts for developing project documents at all phases of the design process
- Facilitated designs based on project requirements for the project and design teams
- Applied concepts and intent of building codes to projects to ensure that local municipal design reviews were completed efficiently and smoothly
- Produced clear and coordinated construction documents, specifications and addenda; as well as, managed bidding and construction administration processes
- Collaborated with the project team and design consultants to ensure successful completion and on time delivery of design and architectural projects

CM3 Nevada, Las Vegas, NV

Freelance Designer and Project Manager

2008-2009

- Managed and streamlined overall planning and operations of design firms; providing conceptual and schematic design development services as well as construction documentation and administration for various direct and sub-contracted projects including casinos, culturally-inclined restaurants, first class hotels and exhibit spaces.
- Directly interface and negotiate design specifications with clients; thoroughly analyze functional requirements to effectively develop scope of work and implement design strategies in accordance to budgetary guidelines and client demands. Ensure quality and cost-effectiveness of design materials to guarantee optimum client satisfaction. Project accomplishments include Marriott Grand Chateau, Andre's French Restaurant, Titanic Museum Exhibit Space, and Majestic Star Hotel and Casino.
- Worked with multiple clients such as Urbane Design, Tremaine + Associates, Tandem and Cleo Design

Tandem, Las Vegas, NV

Senior Project Manager / Designer

2006-2008

- Appointed by the firm principals as one of the designers and senior project managers. Developed and oversaw overall architectural projects from initial design to completion. Co-developed project plans and architectural solutions while coordinating workflow for mid-range to high-end hospitality, commercial and retail projects.

CHARLES MAIS

- Worked with team members in managing remodel and expansion projects, and served as designer / lead project manager for Pala Casino in California. Ensured timely completion and innovative redesign of the casino's architectural features and facility expansions involving the development and design of the high limit area, center bar, buffet and poker room.
- Coordinated and ensured on time completion of other projects, including but not limited to Atlantis Hotel and Casino, Pala Hotel and Casino, and Annie Creamcheese retail store.

Paul Steelman Design Group, Las Vegas, NV

Job Captain/Project Manager

2004-2006

- Collaborated with the designated design team in streamlining all phases of design, including design presentations, construction documents, 3D models and animations.
- Participated in developing presentation packages and design development for Toby Keith Bar. Spearheaded the final design stages and directly interacted with clients to coordinate design modifications. Coordinated and ensured successful design projects including Voodoo Lounge and Altitude Nightclub.

Friedmutter Group, Las Vegas, NV

Junior Designer /Job Captain

1999-2004

- Initially served as an entry-level runner and earned fast-tracked promotion to junior designer, job captain, designer and eventually project manager. Partnered with the Director of Design and collaborated with team members to ensure proficient project execution in all phases of the design and construction processes.
- Optimized creativity in developing presentation packages and construction documents for various projects including small-scale bar/taverns to multi-million dollar hotel and casino projects.
- Developed an innovative initial brand design for Golden Gaming Inc., improving their mid-level and high-end properties with additional projects perpetuated in accordance to original brand design of the company. Maintained proficiency and accountability in managing projects and developing designs, as well as in providing senior members of the company more opportunity to work on larger scale multi-million dollar casino projects.

EDUCATION

BACHELOR OF SCIENCE IN ARCHITECTURE (2000)

University of Nevada, Las Vegas, NV

ARCHITECTURAL LICENSURE

- ☐ Registered architect in good standing in the State of Texas; License #: 26455

AWARDS

- ☐ Co-developed the architectural design of the Annie Creamcheese retail facility, which was awarded "Best Retail Space" at the 2007 HOSPY awards banquet.
- ☐ Co-developed the interior design for a hotel suite for the El Cortes Hotel and Casino, Suite Design Competition; which was named one of the top 4 finalists

APPLICABLE SKILLS

- ☐ Bilingual; English and Spanish
- ☐ Asbestos Supervisor Certification Training



El Paso, TX

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File #: 21-581, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006

AGENDA LANGUAGE:

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

Darby S. Winters to the Museums and Cultural Affairs Advisory Board by Representative Claudia L. Rodriguez, District 6.

Darby S. Winters

EDUCATION

University of Texas at El Paso

Master of Public Administration

Projected Graduation: 2021

University of North Carolina

Bachelor of Arts, Art History

CERTIFICATION

Texas Licensed General Lines Agent

Property and Casualty

PROFESSIONAL EXPERIENCE

HUB International, El Paso, TX

Private Client Advisor

MARCH 2021 - PRESENT, 40hrs/week

Provide insurance related information and guidance to field/clients. Prospect, identify and develop new clients. Educate clients on HUB's value, service, and offerings. Prepare/assist in contracting of clients and required paperwork. Develop and maintain current knowledge of HUB's core business partners and their products. Work optimally with team to ensure goals are met and client retention maintained. Attend and participate in ongoing education for industry knowledge.

City of El Paso, El Paso, TX

Executive Assistant to the Mayor

APRIL 2019 – JANUARY 2021, 40hrs/week

Perform complex administrative support duties to ensure efficient and effective office operations for the Mayor's office. Draft correspondence on the Mayor's behalf. Assist with talking points and drafting press releases. Attend meetings and hearings to gather information and act as a liaison. Assist businesses and constituents with finding resources and partnerships throughout the City. Create relationships with local representatives and businesses to better serve the City. Maintain confidentiality and communicate priorities or items of interest. Assist with requests as they may arise. Oversee and maintain the Mayor's Outlook mailbox and ensure all emails are forwarded to appropriate staff and follow up. Manage calendar and orchestrate meetings. Coordinate awards/recognitions. Write reports and prepare correspondence in response to public inquiries. Conduct research, gather data, evaluate and summarize findings. Prepare reports, summaries, and presentations. Receive complaints or inquiries from the public, provide appropriate response or refer to the City Manager for proper distribution to City departments. Draft and submit items for the City Council Agenda.

City of El Paso, El Paso, TX

Senior Secretary

MARCH 2017 - APRIL 2019, 40hrs/week

Perform a variety of staff support duties to assist department with office administration; Oversee Secretary, Senior Office and Office Assistants; Assist with internal records requests either by email, phone or in-person correspondence; Responsible for coordination and maintenance of all City-wide boards, commissions and committees; Registration of Lobbyists and compilation and filing of Activity Reports; Requisition and purchase orders as related to office needs; Preparation of City Council Agenda paperwork and backup

Hotel Indigo El Paso Downtown, El Paso, TX**Front Desk Manager**

NOVEMBER 2015 - MARCH 2017, 40hrs/week

Oversee/manage Front Office Team; Serve in absence of General Manager; Create Schedules and orchestrate payroll; Opening team of Full Service IHG hotel; Developed Customer Service and conflict resolution based trainings; multi-line phones; cash drawer/gift shop inventory; fulfill guests requests as needed; oversee concierge; aid Food & Beverage Department as needed.

Campus Langues, Paris, France**Private English Teacher & Tutor**

AUGUST 2014 - AUGUST 2015, 40hrs/week

Assessed competencies, created personalized curriculums, and delivered instruction

GEM School, Marugame, Japan**Lead English Teacher**

JUNE 2013 - AUGUST 2014, 40hrs/week

English instructor at private language school responsible for 10 other teachers; Students age 6 months- 65; baby, elementary, middle, high school, and adult lessons, as well as private business English; Full lesson planning, immersive environment

COMMUNITY INVOLVEMENT

- **El Paso Chamber Leadership El Paso, member**
 - Leadership Class 42, Public Relations subcommittee
 - Class Project raised \$46,250 to benefit local non-profit
- **Operation H.O.P.E**
 - Served as liaison between 8/3 tragedy family members and Operation H.O.P.E. leadership to orchestrate funeral assistance
 - Assisted Operation H.O.P.E. with City recognition and outreach opportunities
 - Volunteer for annual Thanksgiving Food Drive
- **Great Khalid Foundation**
 - Served as liaison between 8/3 family members and the Great Khalid Foundation in orchestrating benefit concert
 - Assisted with Public Service Announcement for COVID/Backpacks for Kids



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Legislation Text

File #: 21-598, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Barbara Yancy-Tooks as a Regular Member to the Fair Housing Task Force by Representative Joe Molinar, District 4.

DATE: 5/18/2021

TO: City Clerk

FROM: City Representative Joe Molinar

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0004

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of May 25, 2021

Item should read as follows: Appointment of Barbara Yancy-Tooks to the Fair Housing Task Force by City Representative Joe Molinar, District 4, as a regular appointment.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Fair Housing Task Force

NOMINATED BY: City Representative Joe Molinar DISTRICT: Four

NAME OF APPOINTEE Barbara Yancy-Tooks
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: El Paso ST: _____ ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: _____ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Rosa I. Estrada

EXPIRATION DATE OF INCUMBENT: 4/27/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 05/25/2021

TERM BEGINS ON : 04/28/2021

EXPIRATION DATE OF NEW APPOINTEE: 04/27/2024

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

DR. BARBARA J. YANCY-TOOKS

I am a highly skilled teaching professional possessing 16+ years of experience including leading as a Coordinator and Professor, Project Support Specialist (Blood Donor Recruiter) and as a Fire Brigade Counselor in Educational Services, Health Services and Social Services, respectively. Currently I serve as a Assistant Professor at the NCO Leadership Center of Excellence instructing graduate and undergraduate level courses.

Received Doctorate in Management of Organizational Leadership at University of Phoenix School of Advanced Studies. Received Masters of Communication at University of Northern Colorado and served as a Coordinator and Professor of Speech Communication, El Paso Community College, Northwest Campus.

EDUCATION

Doctor of Management in Organizational Leadership

University of Phoenix School of Advanced Studies, 01/ 2012

GPA: 3.72 / 4.00

Master of Arts in Communication, Emphasis in Leadership and Conference Planning

University of Northern Colorado, Greeley, Colorado, 05/1989

GPA: 3.00 / 4.00

Bachelor of Arts in Speech Communication

Macalester College, St. Paul, Minnesota, 05/1978

RELEVANT WORK EXPERIENCE

The NCO Leadership Center of Excellence, Assistant Professor, Fort Bliss, TX (07/2018 – Present)

Implement undergraduate level instruction to military students for the Sergeants Major Course (SMC) at the Sergeants Major Academy (SGM-A). Apply subject matter expertise to assess and resolve complex issues with student development, classroom or virtual/distant learning instruction. Develop and revise lesson materials and plans, organize and oversee entire education and training areas.

Key Achievements: Assistant Professor, Joint Interagency, Intergovernmental and Multinational Operations (JIIMO). Produce timely assessments to the Chair and Vice Chair regarding the conduct of virtual observations of classroom instruction. As Senior Mentor during COVID-19 Pandemic, teach, coach and mentor instructors on all matters of course curriculum and classroom management. Published NCO Journal Article, "Optimizing Learning Outcome and Development," 08/2020 and inducted into DJIIMO Author's Corner for NCO Journal Article Collaboration, 09/2020. Submitted packet for Bronze Writing Award, 10/2020.

University of Phoenix, Adjunct Undergraduate Faculty, Santa Teresa, NM (08/2008 – 07/2016)

Effectively provided graduate level instruction for MGT/521 Management. Systematically taught undergraduate courses: UNIV/101 3-Day Orientation Workshop; GEN/195: Foundations of University Studies; GEN/200 Foundations for General Education and Professional Success and COMM/110: Introduction to Oral Communication.

Updated knowledge and course content with adaptations and changes and resolved subject-matter issues resulting from new developments in field.

Park University, Adjunct Undergraduate Faculty, Fort Bliss, Center, Fort Bliss, TX (08/2015 – 12/2018) Adjunct Graduate Faculty, US Army Sergeants Major Academy (USASMA), Fort Bliss, TX

Instructed Master of Arts in Communication and Leadership Course (MACL) at USASMA, Fort Bliss, Texas. Taught CA501 Human Communication Perspectives, CA516 Research 1, CA529-Cross Cultural Communication, CA649 Introduction to Mediation, CA699 Epistemology of Communication and CA700 Graduate Project.

Analyzed student assessments, lesson critiques, and other source documentation to identify trends, inter-relationships, lesson content issues for the impact on education and leader development training. Consulted with students regarding administrative and technical issues.

El Paso Community College, Northwest Campus, Lecturer, Assistant Professor, Associate Professor and Professor, El Paso, TX (01/2005 – 08/2018)

Taught, mentored and assisted students to develop information literacy, online database management skills, critical thinking skills and conduct article analysis. Taught Interpersonal Communication, Fundamentals of Effective Speech and Organizational and Professional Communication.

Implemented fully integrated Organizational and Professional Communication course online district-wide and to Cathedral High School dual credit students via Blackboard CE-9.

El Paso Community College, Coordinator, El Paso, TX (08/2007 – 08/2018)

Directed personnel as coordinator. Led and managed seven personnel through scheduling, credentialing and evaluating job performance. Managed operations and logistics, strategic management consulting, leadership development, cultural diversity and resource consulting, project management consulting and implementation. Ensured buy-in from stakeholders and was responsible for the ultimate success of the venture.

Played vital role in maximizing output of various support services and procuring technology and resources to assist department personnel to function efficiently. Applied extensive knowledge of the theories, concepts, principles, practices and techniques of online education.

William Beaumont Army Medical Center (WBAMC), Project Support Specialist (Blood Donor Recruiter), Fort Bliss, TX (12/2002 – 10/2004), Contractor/Lockheed Martin Information Technology, Alexandria, VA

Implemented creative strategies for recruiting donors and advanced Blood Bank program visibility. Scheduled and coordinated hospital blood drives. Prepared and delivered presentations to educate military leaders and potential donors on the benefits of consistent periodic blood donations. Coordinated and solicited community business leader's sponsorship and the donation volunteer incentives for blood drives.

Key Achievement: For two consecutive years accomplished an unprecedented 70% increase in blood collection.

Army Career Alumni Program (ACAP), Fire Brigade Counselor, Fort Bliss, TX (06/2002 – 12/2002)

Facilitated workshops aimed at increasing individual knowledge of the job market, resume writing skills, negotiating salaries and interviewing skills. Assisted individuals in conducting Internet research to find potential employers and resume posting. Counseled individuals on career choices, training and educational requirements.

Provided information on health and life insurance benefits, relocation assistance, retirement benefits, compensation, and kept current on the job outlook of specific career fields.

US Army Sergeants Major Academy, Chief, Staff and Faculty Development Directorate, Fort Bliss, TX (06/2000 – 06/2002)

Administered and directed instructional support services for USASMA, Noncommissioned Officer Academy, and Fort Bliss. Trained prospective instructors on critical skills through the Small Group Instructor Training Course (SGITC), the Instructor Training Course (ITC), Coaching for Commitment, the Systems Approach to Training, and Video Tele Training techniques.

Managed the educational development of military and civilians at the United States Sergeants Major Academy. Monitored training requirements and maintained trainee database.

PUBLICATIONS

Hollis, E., Yancy-Tooks, B. & Salmon, U.C. (2020)

Optimizing Learning Outcomes and Development. <https://www.armyupress.army.mil/Journals/NCO-Journal/Archives/2020/August/Optimizing-Learning-Outcomes/>

A Critical Perspective on Selection Practices in Texas Community Colleges

Chapter 5 of The Refractive Thinker®: VOL XV: Nonprofits: Strategies for Effective Management; Published November 1, 2018

Yancy-Tooks, B. (2012)

Impact of selection practices on career advancement of African American Women in Community College Administration (Doctoral dissertation). Available from ProQuest Dissertations and Theses database. Earned royalty payment for downloads, print and microfilm purchases of dissertation. (UMI No. 3510599)

PROFESSIONAL ACTIVITIES / INVITED LECTURES

“Transitional Leadership,” Joint Presentation, Colleague Melissa Aguilera, Student Leadership and Campus Life Monday (03/18/2016)

“Improving College Student’s Literacy Skills Through Embedded Librarianship and Faculty Collaboration for Lifelong Learning,” Co-Presenter, 12th International Sun Conference on Teaching and Learning, University of Texas at El Paso (03/05/15 – 03/06/15)

“Improving College Student’s Literacy Skills Through Embedded Librarianship and Faculty Collaboration for Lifelong Learning,” Co-Presenter, Border Regional Library Association (11/07/2015)

ORGANIZATIONS / SOCIETIES

Black Doctoral Network, Inc. (11/2016 to present)

Former member El Paso Chapter of the Links, Incorporated (06/2006 - 01/2012); Appointed Program Coordinator, Executive Board (2008-2009); Vice President (12/2011 – 01/2012)

Former member Alpha Delta Kappa International Honorary Sorority for Women Educators, District VIII, El Paso, Texas, Gamma Pi Chapter (02/2007- 01/2009)

TRAINING / CERTIFICATIONS

Training and Education Developers Middle Management Course 21-27 (01/2020)

The Army Basic Instructor Badge and Lapel Pin (04/19)

Association of College and University Educators (ACUE) Certificate in Effective College Teaching Instruction (Fall 2017 - Spring 2018, Completed 05/2018)

Certificate of Completion Train-The-Trainer Safe Zone Workshop (01/2018 and 03/2018)

Park Training PDL 750C Faculty Canvas Qualified Park University / Department: Communication Arts Fort Bliss, Texas (05/2015)

Park Training PDL 750C Faculty F2F Canvas Qualified Park University / Department: Communication Arts, Fort Bliss, Texas, (05/2015)

Local Campus Faculty Facilitating in New Classroom University of Phoenix College/Department: Humanities, Santa Teresa, New Mexico (06/2013)

UNIV Re-Certification Local University of Phoenix College / Department: Humanities, Santa Teresa, New Mexico (02/2013)

Blackboard C-E 9 El Paso Community College/Department: Distance Learning, El Paso, Texas, (08/2011)

Graduate, El Paso Community College Leadership Development Academy (12/2007)

Myers-Briggs Type Indicator Professional Qualifying Program - Type Resources, Inc., Madison, Wisconsin (07/2000)

AWARDS

Noncommissioned Officer Center of Leadership Excellence (NCOLCoE) Educator of the Year, 12/19 University of Phoenix Honorarium for *“A Critical Perspective of Selection Practices in Texas Community Colleges”* (11/2018)

2014 National Institute of Staff and Organizational Development (NISOD) Excellence Award (05/2014)

Faculty Achievement Award, El Paso Community College (12/2013)

Sergeants Major (R) Yancy-Tooks’ Biography featured in two books: *“Black Female Sergeants Major Transforming the Ranks,”* and *“100 Sergeants Major of Color”* by CSM (Ret) Harold Hunt, PhD.



El Paso, TX

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File #: 21-599, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

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*Please choose District and Department from drop down menu. Please post exactly as example below.
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Members of the City Council, Representative Isabel Salcido, (915) 212-0005

AGENDA LANGUAGE:

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

Raul M. Arizpe as a Regular Member to the Fair Housing Task Force by Representative Isabel Salcido, District 5.

DATE: May 19, 2021

TO: City Clerk

FROM: City Representative Isabel Salcido

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0005

Please place the following item on the (Check one): CONSENT _____ REGULAR X

Agenda for the Council Meeting of May 25, 2021

Item should read as follows: Appointment of Raul M. Arizpe to the Fair Housing Task Force

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Fair Housing Task Force

NOMINATED BY: Isabel Salcido DISTRICT: 5

NAME OF APPOINTEE Raul M. Arizpe
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: ____ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: MUSEUM AND CULTURAL AFFAIRS ADVISORY BOARD- CURRENT MEMBER 4/14/2020 – 10/01/2023

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Kimberly Cook-McDaniel

EXPIRATION DATE OF INCUMBENT: 04/27/21

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: x
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT:

May 25, 2021

TERM BEGINS ON:

5/25/2021

EXPIRATION DATE OF NEW APPOINTEE:

4/27/2024

PLEASE CHECK ONE OF THE FOLLOWING:

1st TERM: x

2nd TERM:

UNEXPIRED TERM:

RESUME OF

RAUL MIGUEL ARIZPE**EDUCATION****FROM TO**
9/70 12/71

Michigan State University. East Lansing, Michigan.

Master of Arts; Major: Community College Counseling and Student Personnel Services. Special emphasis on Systematic Counseling, with minor emphasis on Psychology.

6/66 5/70

Texas A&I University. Kingsville, Texas

Bachelor of Arts; Major: Psychology - Sociology
Minor: Spanish**WORK EXPERIENCE****FROM TO****INTERNATIONAL STUDENT ADVISOR/COUNSELOR.**

8/82 Present

El Paso Community College
El Paso, Texas 79998

I serve as International Student Advisor and Counselor. As International Student Advisor I assist students in gaining admissions to the college as well as securing the appropriate visa for their particular program of study. It is my responsibility to assist international students; A) Maintain their eligibility as international students, B) Identify specific degree plans and or classes that will transfer to a specific university, C) Apply for off campus work, when family financial situations dictate, apply for work experience, when degree plan dictate, D) Adjust to the local, cultural, legal environment, and E) Make their stay at our college a positive, productive experience.

At various times I have been appointed by the Dean of Students to serve as Counselor Coordinator, for the Valle Verde Campus, for a total of six years. In this capacity I have supervised 10 full time counselors and managed a budget of \$600,000. My duties have included scheduling for; academic advising sessions, new student orientations, transcript evaluations, registration advising, special topic workshops, testing interpretation. In addition I assured the proper processing of; student petitions, course substitutions, graduation

applications, departmental expenditures, work assignments, leave requests, requests from other departments/community, and serve as a member of the Valle Verde Leadership Team. Based on student demand also schedule Human Development courses, assign instructors, for these courses, order materials, and assign class rooms as required.

As a tenured member of the counseling staff I have been appointed by the Dean of Students, at various times, to help out in other areas of the Division, Such as; Cooperative Education/Placement, Central Referral, and Proposal development for the division.

At present I am also coordinating a Counseling Referral Center funded by a Carl Perkins Grant. The intent of this center is to provide an informal and a structured referral service center for vocational students who are on Financial Aid or Academic probation/suspension.

FROM TO

12/79 10/81

Executive Director of Sonoma Student Union

Sonoma State University
Rohnert Park, Ca.

I was responsible for the management, projection, and operation of a budget of \$150,000 and coordinated the \$200,000 budget of the Student Government. My main responsibility included; A) Identification of program needs by category, and relating these needs to union programs and policy functions, B) Providing for the day to day management and supervision of such functions as; Union room scheduling, office allocations, photo lab/dark room scheduling, meditation room, and Inter-Cultural Center, C) Served as a member of the President's Cabinet to coordinate Union policies, programs and services with other University goals and objectives, D) Management of the Union and its programs, including the following, 1. Selection, training, supervision, and coordination of all full time and part-time Union Personnel, 2. Business management and Administration of plant and equipment operations, maintenance, repair, and construction, 4. Administration of record keeping and Union status reports, and 5. Evaluation of services, programs, facilities and staff.

FROM TO
9/75 12/79

DIRECTOR OF STUDENT ACTIVITIES
El Paso Community College
El Paso, Texas

I was responsible for the planning, organization, implementation, and operation of the Student Activities office at three campus settings serving 10,000 students. My responsibilities included; A) Promote, encourage, and direct students in the development of opportunities and self growth through social, cultural, and recreational programs, B) Serve as Advisor to the Student Association, C) Supervise the scheduling of college facilities by student clubs and organizations, D) Coordinate and supervise the preparation and utilization of the Student Activities Budget, in conjunction with the Appropriations committee and the Student Senate, E) Assist new student organizations in forming, F) Approve social events and functions of student organizations, G) Interpret the philosophy, programs, and goals of student activities to the faculty, administration, students and community.

FROM TO

9/74 8/75

DIRECTOR OF UPWARD BOUND
Sienna Heights College
Adrian, Michigan

My duties at Sienna Heights included; A) Development of program articulation with area high schools, community centers, and the college, B) Recruitment and selection of students based on federal guidelines, C) Assessment of individual student academic, and personal needs, D) Establishment and implementation of individualized instructional programs, supplemented by counseling, and placement activities, E) Recruitment, selection, orientation, in-service training, and evaluation of faculty and staff, F) Development of an evaluation system based on student progress as it was related to all facets of the program, G) Establishment of tutorial services for students by locating and scheduling volunteer college students, H) Preparation and management of the Upward Bound Budget and providing accountability of the same to Sienna Heights and the Health Education and Welfare Regional Office, and H) Selection, orientation, and involvement of a Community Advisory Board.

FROM TO

9/72 9/74

COUNSELOR
Lansing Community College
Lansing, Michigan

It was my responsibility to provide professional counseling services to help students meet their educational, vocational, and personal needs. This included;

A) Identifying instructional needs, to include development of specially designed audio/visual tutorial programs, B) Established liaison services between community groups and specific service programs of the college, C) Help students establish peer relationships and enhance positive attitudes toward education, D) Utilize resources for career identification, E) Accumulated and distributed information related to disadvantaged and minority students to interested faculty and administrators, F) Developed a minority retention program, and G) Collected, cataloged, and distributed career placement inventories.

FROM TO

COUNSELOR AND FINANCIAL AID COUNSELOR

1/72 9/72

Michigan State University
Lansing, Michigan

Upon completion of my Masters degree, I was hired full time to continue my responsibilities outlined below. My additional responsibilities were to; Evaluate financial aid applications and prepare a financial aid package that fit individual student needs, B) Promoted university regulations that aided Minority students in their efforts to succeed, C) Worked closely with all areas of the Student Services Division in an effort to facilitate the use of these services by Minority students, D) Worked with other colleges within the University to find ways of assisting students to cope with classes, procedures, and the overall university environment.

FROM TO

GRADUATE ASSISTANT

9/71 1/72

Michigan State University
East Lansing, Michigan

Provided extensive Counseling and follow-up services for Chicano Students. Working on the fact that admission of minority students to the Higher Education does not constitute success of the same, my function was to provide student support services. This included assisting students in filling out financial aid forms. Providing information on; legal aid, intramural sports, student activities, health center, residence halls, placement, and community services. It was during this time that some other Minority graduate students and I started the MSU tutorial center by becoming the tutors ourselves.



Legislation Text

File #: 21-567, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE:

PUBLIC HEARING DATE: May 25, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

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

BACKGROUND / DISCUSSION:

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

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

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

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

TAX REFUNDS
May 25, 2021

1. CoreLogic Tax Services, LLC, in the amount of \$12,362.27, made an overpayment on December 15, 2020 of 2020 taxes.
(Geo. # U819-999-002B-3169)

Laura D. Prine
City Clerk

Sheryl R. Mack for Maria O. Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector


CoreLogic Tax Services, LLC

May 03, 2021

Attn: Refund Department
El Paso City Tax Office
P O Box 2992
El Paso, TX 79999

OP
+2500

TAX OFFICE
RECEIVED
MAY 03 2021

Re: Case Number: 40054747

Dear Tax Collector:

CoreLogic Tax Services, LLC (CoreLogic) has discovered that a payment has been made in error in the amount of \$12,362.27. The payment should have been applied for:

Client Name: Central Loan Administration
Intended to Pay Parcel: U819999002B3169

326111

The payment was incorrectly applied to the following property:

Incorrect PIN #: U819999002B3101
Situs Address: 4220 Boy Scout Lane
Incorrect H/O Name: Rodrigo Leyva
Tax Year/Installment: 2020 / 1
Amount Disbursed: \$12,362.27 ✓

CoreLogic Tax Services, LLC does not have an interest in the incorrect parcel that was paid, nor is the incorrect parcel currently under service.

Please research your records to determine who provided the payment(s) posted to the parcel number U819999002B3101, as we are seeking reimbursement of these payments. Please make check payable to CoreLogic and send to: PO Box 9205, Coppell, TX 75019-9214 and reference file 40054747. Please find attached documentation supporting our payment.

We sincerely apologize for this error and thank you for your prompt attention. If you have any questions, please feel free to contact us toll-free 1-877-442-2797 referencing the file number listed above. Our normal business hours are Monday through Friday, 8:00 a.m. to 4:00 p.m. Central Standard Time.

Sincerely,

CoreLogic Tax Services, LLC
Email Address: recoveries.tax@corelogic.com

PO Box 9205, Coppell, TX 75019-9214
Toll Free 877.442.2797
www.corelogic.com

✓ AM 05/04/2021
MUC 5/4/2021

Deposit Status

Notes

Go To:

LUZR
ACT80122 v1.9005/13/2021 15:39:40
ACTEP

Deposit

REMITTANCE

Detail

Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
R030521185		U819999002B3169									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer	
	A01122195	01/12/2021	45886337	852952	CH	\$25,443.74	\$25,443.74	PA	U819999002B3169	25587247-1511 CENLAR	
	R030521185	12/15/2020	45278757	201214123540	EF	\$0.00	\$12,362.27	TR	U819999002B3169	800000-CORELOGIC	
	A09222075	09/22/2020	44554008	379958	CH	\$38,382.48	\$36,289.60	AA	U819999002B3169	1495513-LONE STAR TITL	
	EC03201941	03/19/2019	40980557	CC002460780	EC	\$26,178.65	\$26,178.65	PA	U819999002B3169	27294159-MARCELINA JE	
	EC05221841	05/21/2018	38279162	CC002042585	EC	\$25,973.67	\$25,973.67	PA	U819999002B3169	26440055-MARCELINA M/	
	EC11281798	11/27/2017	36093762	CC001742381	EC	\$32,243.96	\$32,243.96	PA	U819999002B3169	25782172-MARCELINA M/	
	EC12171598	12/17/2015	30363118	CC001128745	EC	\$21,079.60	\$21,079.60	PA	U819999002B3169	24173692-KRAIG BELCHE	
*	X0102151001	12/31/2014	27670625	02584	CH	\$20,844.78	\$20,844.78	PA	U819999002B3169	VERLANDER SHARON J	
*	X1219131004	12/19/2013	24509560	02393	CH	\$20,453.58	\$20,453.58	PA	U819999002B3169	VERLANDER SHARON J	
*	X1221121006	12/21/2012	21942930	02232	CH	\$19,865.98	\$19,865.98	PA	U819999002B3169	VERLANDER SHARON J	
*	X1220111003	12/20/2011	19421025	02019	CH	\$18,573.72	\$18,573.72	PA	U819999002B3169	VERLANDER SHARON J	
*	X0103111012	12/31/2010	17343993	01787	CH	\$16,724.72	\$16,724.72	PA	U819999002B3169	VERLANDER SHARON J	

Applied Total \$438,394.34



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-602, 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 Peter Svarzbein, (915) 212-0001

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.110 of the City Code: receipt of campaign contributions by Representative Peter Svarzbein in the amount of \$1000.00 from Adam Frank; \$2500.00 from Gerald Rubin; \$2500.00 from Richard Aguilar; \$500.00 from James Scherr.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-603, 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 Cissy Lizarraga, (915) 212-0008

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.110 of the City Code, receipt of campaign contributions of five hundred dollars or greater by Representative Cissy Lizarraga in the amounts of \$515.24 from Suzanne Dipp; \$2,500.00 from Woody L. Hunt and Gayle G. Hunt; and \$1,000.00 from Adam Frank.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-583, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Comprehensive update on the status of the Public Safety Bond Program.

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

AGENDA DATE: May 25, 2021
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director
and City Engineer, (915) 212-1845

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.3 – Increase public safety operational efficiency

SUBJECT:

Comprehensive update on the status of the Public Safety Bond Program.

BACKGROUND / DISCUSSION:

A number of projects included in the public safety bond program have reached advanced design stages while others are in the planning phase. This update will provide a snapshot of what has been completed and what is to be completed in the future.

SELECTION SUMMARY: NA

CONTRACT VARIANCE: N/A

PROTEST N/A

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: Public Safety Bond Program

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Police and Fire Departments

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

DEPARTMENT HEAD:



Sam Rodriguez
Chief Operations and Transportation Officer, Aviation Director and City Engineer



Public Safety Program Update

May 25 2021

*Goal 2:
Set the Standard for a Safe and Secure City
2.3 Increase public safety operational efficiency*



Presentation Outline

- Bond Funding Overview
- Program Status

“It is the mission of the El Paso Police Department to provide services with integrity and dedication, to preserve life, to enforce the law, and to work in partnership with the community to enhance the quality of life in the City of El Paso.”

“The mission of the El Paso Fire Department is to provide emergency response, prevention, preparedness and education to residents, businesses and visitors of our city so they can live safely and prosper in a hazard-resilient community.”

Public Safety Bond Program

New public safety facilities put police and fire resources in growing areas

Perform major maintenance and renovation of aging facilities

Improve working conditions for city employees

Joint FD/PD academy to accommodate future classes and improve training efficiencies

Program Elements

- In November 2019, voters approved the issuance of \$413,122,650 General Obligation Bonds for public safety facilities including police and fire department motor vehicles and equipment

Bond Funding Police Department*



PROJECT	\$ in Millions*
Eastside Command Center (Municipal Complex)	\$ 38.6M*
Public Safety Training Academy	\$ 19.9 M*
Police Headquarters	\$ 90.6 M*
Central Regional Command	\$ 24.6 M*
Renovate 4 Regional Command Centers	\$ 44.8 M*
Fleet Replacement	\$ 3.3 M*
PROPOSED USE OF BOND FUNDS	\$221.9 M*

**Includes bond cost and public art allocations*

Public Safety Bond – COVID-19 Response Revised Rollout Plan

2021	2022	2023	2024	2025	2026	2027
Property	COVID IMPACT	Eastside RC	PD HQ	Mission Valley RC	Northeast RC	Westside RC
PD FLEET			Pebble Hills RC	New Academy	Central RC	Exist Academy

RED = COVID IMPACT

EL PASO POLICE DEPARTMENT												
Project	Total Project value with Issuance cost	CASH FOLLOW / YEAR										
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
UPPER EAST MUNICIPAL COMPLEX (COMMAND CENTER)	\$38,600,000	\$1,000,000	\$2,860,000	\$19,300,000	\$15,440,000							
POLICE TRAINING ACADEMY*	\$19,900,000		\$1,990,000	\$2,985,000	\$9,950,000	\$4,975,000						
PD HEADQUARTERS	\$90,600,000		\$9,060,000	\$13,590,000	\$45,300,000	\$22,650,000						
PEBBLE HILLS RC RENOVATION	\$11,850,000			\$1,185,000	\$5,332,500	\$5,332,500						
MISSION VALLEY RC RENOVATION	\$11,350,000				\$1,135,000	\$5,107,500	\$5,107,500					
NORTHEAST RC RENOVATION	\$11,850,000					\$1,185,000	\$5,332,500	\$5,332,500				
WESTSIDE RC RENOVATION	\$9,850,000						\$985,000	\$4,432,500	\$4,432,500			
CENTRAL REGIONAL COMMAND (NEW)	\$24,600,000		\$3,690,000		\$2,460,000	\$8,610,000	\$9,840,000					
PD FLEET	\$3,300,000	\$1,000,000	\$2,300,000									
TOTAL	\$221,900,000	\$2,000,000	\$19,900,000	\$37,060,000	\$79,617,500	\$47,860,000	\$21,265,000	\$9,765,000	\$4,432,500	\$0	\$0	\$0
*One project with FD Academy, Logistics and HQ (\$79M)												

Bond Funding Fire Department*



PROJECT	\$ in Millions*
Station 36	\$ 11.3 M*
Station 38 (Municipal Complex)	\$ 11.8 M*
Special Teams Station (Consolidation)	\$ 17.1 M*
Station 40	\$ 15.5 M*
Public Safety Training Facility and Logistics	\$ 29.6 M*
Fire Headquarters	\$ 29.6 M*
Station Renovations	\$ 74.4 M*
Vehicle Replacement	\$ 1.8 M*
PROPOSED USE OF BOND FUNDS	\$ 191.2 M*

**Includes bond cost and public art allocations*

Public Safety Bond – COVID-19 Response Revised Rollout Plan

2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Renovations	Renovations	Renovations	Renovations	Renovations	Renovations	Renovations	Renovations	FS 40	
Roofs		FS 36	FS 38	Special Teams				FS 40	
Equipment	Equipment			Academy					
				HQ/Logistics					

RED = COVID IMPACT

EL PASO FIRE DEPARTMENT												
Project	Total Project value with issuance cost and 2 % for the Arts	CASH FOLLOW / YEAR										
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
FIRE STATION 36 (NEW)	\$11,300,000	\$300,000	\$830,000	\$6,780,000	\$3,390,000							
FIRE STATION 38 (NEW - Municipal Complex)	\$11,800,000			\$3,000,000	\$7,000,000	\$1,800,000						
FIRE STATION 1, 9, 11	\$17,100,000			\$1,710,000	\$6,840,000	\$6,840,000	\$1,710,000					
TRAINING ACADEMY & LOGISTICS*	\$29,650,000		\$2,965,000	\$4,447,500	\$14,825,000	\$7,412,500						
FIRE STATION 40 (NEW)	\$15,500,000								\$1,550,000	\$9,300,000	\$4,650,000	
FIRE HEADQUARTERS*	\$29,650,000		\$2,965,000	\$4,447,500	\$14,825,000	\$7,412,500						
FIRE STATION RENOVATIONS	\$74,400,000	\$1,720,000	\$11,160,000	\$13,160,000	\$11,160,000	\$7,440,000	\$7,440,000	\$7,440,000	\$7,440,000	\$7,440,000		
FD EQUIPMENT	\$1,800,000	\$800,000	\$1,000,000									
TOTAL	\$191,200,000	\$2,820,000	\$18,920,000	\$33,545,000	\$58,040,000	\$30,905,000	\$9,150,000	\$7,440,000	\$8,990,000	\$16,740,000	\$4,650,000	
*One project with FD Academy, Logistics and HQ (\$79M)												



Police Program

Progress to Date

Project	Status
Eastside Regional Command Center	Finalizing design; construction to begin in fall 2021 and completed spring 2023
Central Regional Command Center	Design to be completed in summer 2022; construction to begin in winter 2022 and completed spring 2024
Police Headquarters	Programming underway, project being completed using design-build (D/B) delivery strategy; D/B to be on-board by June 2022
Police Academy	Programming underway, project being completed using design-build (D/B) delivery strategy; D/B to be on-board by June 2022
Command Center Renovations (4)	To be initiated following completion of Eastside Regional Command



Fire Program

Progress to Date

Project	Status
Fire Station 36	Finalizing design; construction to begin in fall 2021 and completed early 2023
Fire Station 38	Architect selection on-going; design to begin summer 2021 and be completed spring 2022. Construction to begin fall 2022 and completed early 2024
Special Teams Station	Architect selection on-going; design to begin summer 2021 and be completed fall 2022. Construction to begin in early 2023 and completed in early 2025
Fire Station 40	Future 2027- 2029



Fire Program (Cont'd)

Progress to Date

Project	Status
Fire Department Headquarters	Programming underway, project being completed using design-build (D/B) delivery strategy; D/B to be on-board by June 2022
Public Safety Training Facility and Logistics Center	Programming underway, project being completed using design-build (D/B) delivery strategy; D/B to be on-board by June 2022
Station Renovations	Building assessments completed, planning five renovations per year. Design has been initiated on the first five stations (10, 19, 21, 25, and 26) and will be completed in winter 2022; construction to be completed on these stations fall 2023. Designs for the next five stations to begin in Fall 2021

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



Values

Integrity, Respect, Excellence, Accountability, People



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-564, 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.

Budget Update.

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

AGENDA DATE: May 25, 2021

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: K. Nicole Cote, Director of the Office of Management and Budget (915) 212-1092

DISTRICT(S) AFFECTED: All

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

SUBGOAL: N/A

SUBJECT: Budget Update

BACKGROUND / DISCUSSION: Budget Update

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

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

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD:



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



Survey Results

May 2021



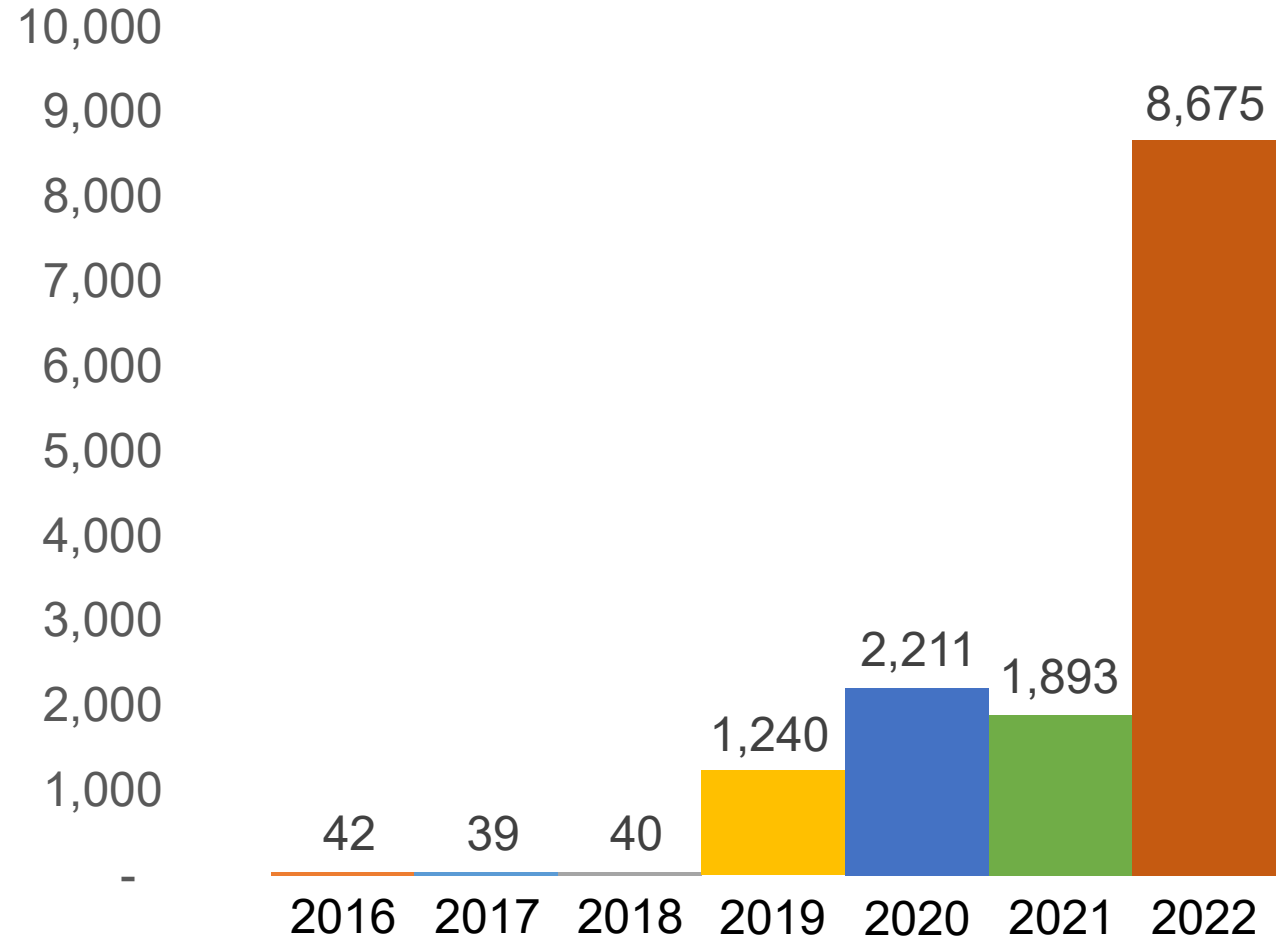
Integrated Budget Process



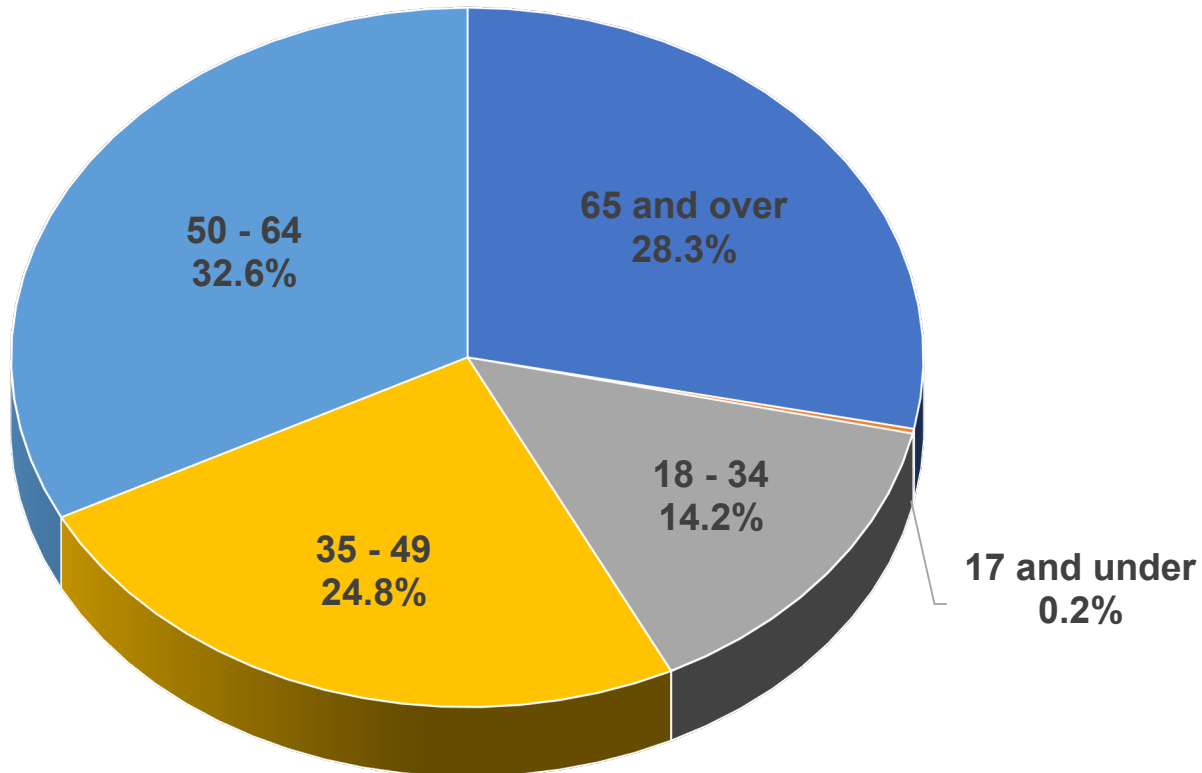
Examples include:

- **Chime In!**
- **Council Budget Requests**
- **Strategic Budget Advisory**

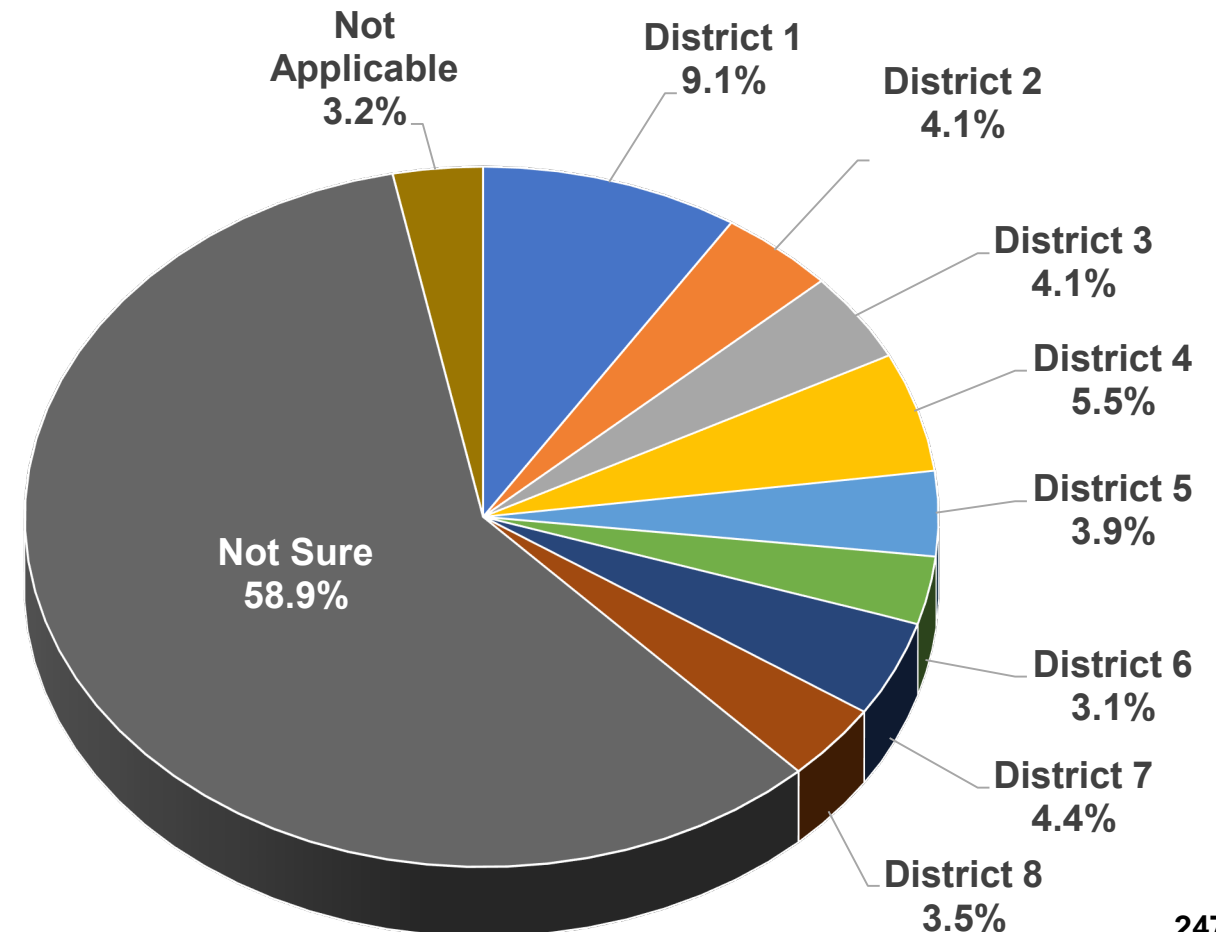
- 8,600+ COMMUNITY responses
- Despite 100% online survey, participation was the highest to date
- Media, social media, 311 App, Digital Signage, QR Code

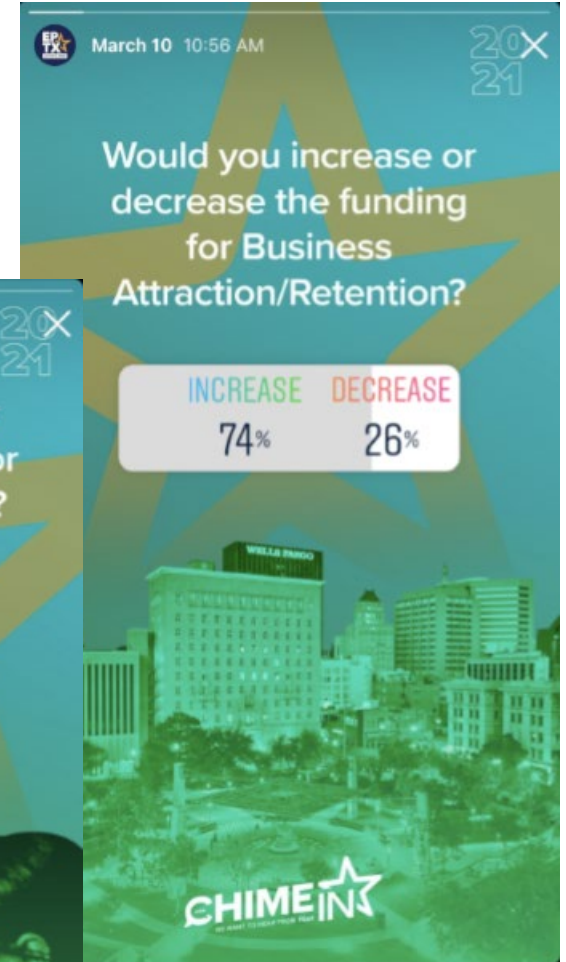
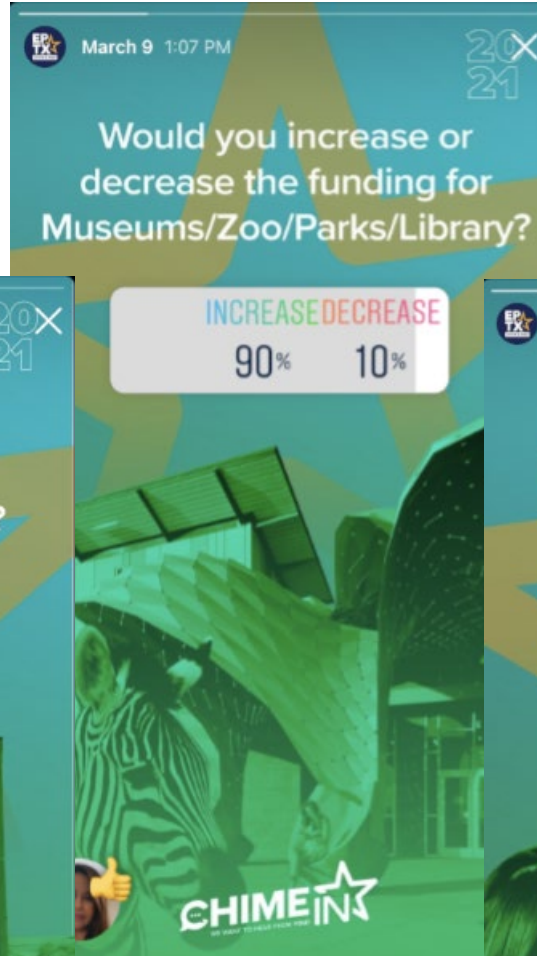
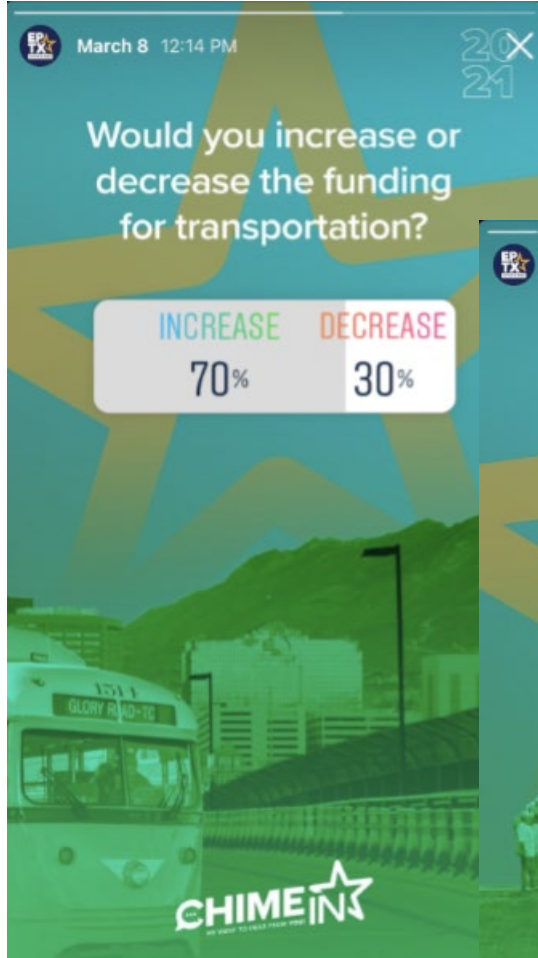


Age Group



District







City of El Paso @EIPasoTXGov
We want to hear from YOU! The City of El Paso is challenging residents and businesses to Chime In on budget priorities for Fiscal Year 2022.
The survey is available in both English and Spanish and is available on the homepage of the City's website at <http://elpasotexas.gov> . pic.twitter.com/EuxDqRiPOB

Impressions
times people saw this Tweet on Twitter

4,542

Total engagements
times people interacted with this Tweet

60



City of El Paso @EIPasoTXGov
We want to hear from YOU! The City of El Paso is challenging residents and businesses to Chime In on budget priorities for Fiscal Year 2022.
The survey is available in both English and Spanish and is available on the homepage of the City's website at <http://elpasotexas.gov> . pic.twitter.com/hqeQAMFusR

Impressions
times people saw this Tweet on Twitter

5,032

Total engagements
times people interacted with this Tweet

86

249




Get More Likes, Comments and Shares
When you boost this post, you'll show it to more people.

4,090
People Reached

65
Engagements


Boost Post


City of El Paso, Texas - Municipal Government

March 15 · 🌐

We want to hear from YOU! The City of El Paso is challenging residents and businesses to Chime In on budget priorities for Fiscal Year 2022 by completing the survey. The 2022 survey responses will help the City prioritize future funding for deferred services and programs.

The survey is available in both English and Spanish and is available on the homepage of the City's website at elpasotexas.gov. The deadline to participate in the survey is April 26, 2021. #IAmElPaso #ChimeIn



Get More Likes, Comments and Shares

When you boost this post, you'll show it to more people.

3,927
People Reached

43
Engagements

Boost Post

Performance for Your Post

3,927 People Reached

8 Likes, Comments & Shares

6 Likes

6 On Post

0 On Shares

1 Comments

1 On Post

0 On Shares

1 Shares

1 On Post

0 On Shares

35 Post Clicks

2 Photo Views

16 Link Clicks

17 Other Clicks

NEGATIVE FEEDBACK

0 Hide Post

0 Hide All Posts

0 Report as Spam

0 Unlike Page

Reported stats may be delayed from what appears on posts

- Streets – repair, lighting, maintenance, traffic mitigation
- Parks – more dog parks, maintenance, more water parks
- Public safety – 911 services, more Police, proper equipment
- Public health – mental health programs, outreach and education, COVID pandemic, recycling program
- Economic Development – small business assistance and development
- Quality of Life – open libraries, cultural entertainment
- Focus on basics – less services and lower property taxes

“I have the highest respect for the police department and fire department. I believe that in most cases when they respond to any call for services in most cases they don't get the respect they deserve.”

“Mental health services for the poor and mentally ill for severe depression and covid isolation”

“Senior lifestyle environmental impacts included in city planning.”

“Funding for police dept (dont cut it!), adding street lights to specific areas of town, maintaining parks, discuss the increasing homeless population.”

“Local community engagement. How to get more participation from residents in improving the neighborhood. Cleanups, volunteering, beautification, neighbor helping neighbor.”

“Making the city more pedestrian friendly, better transit.”

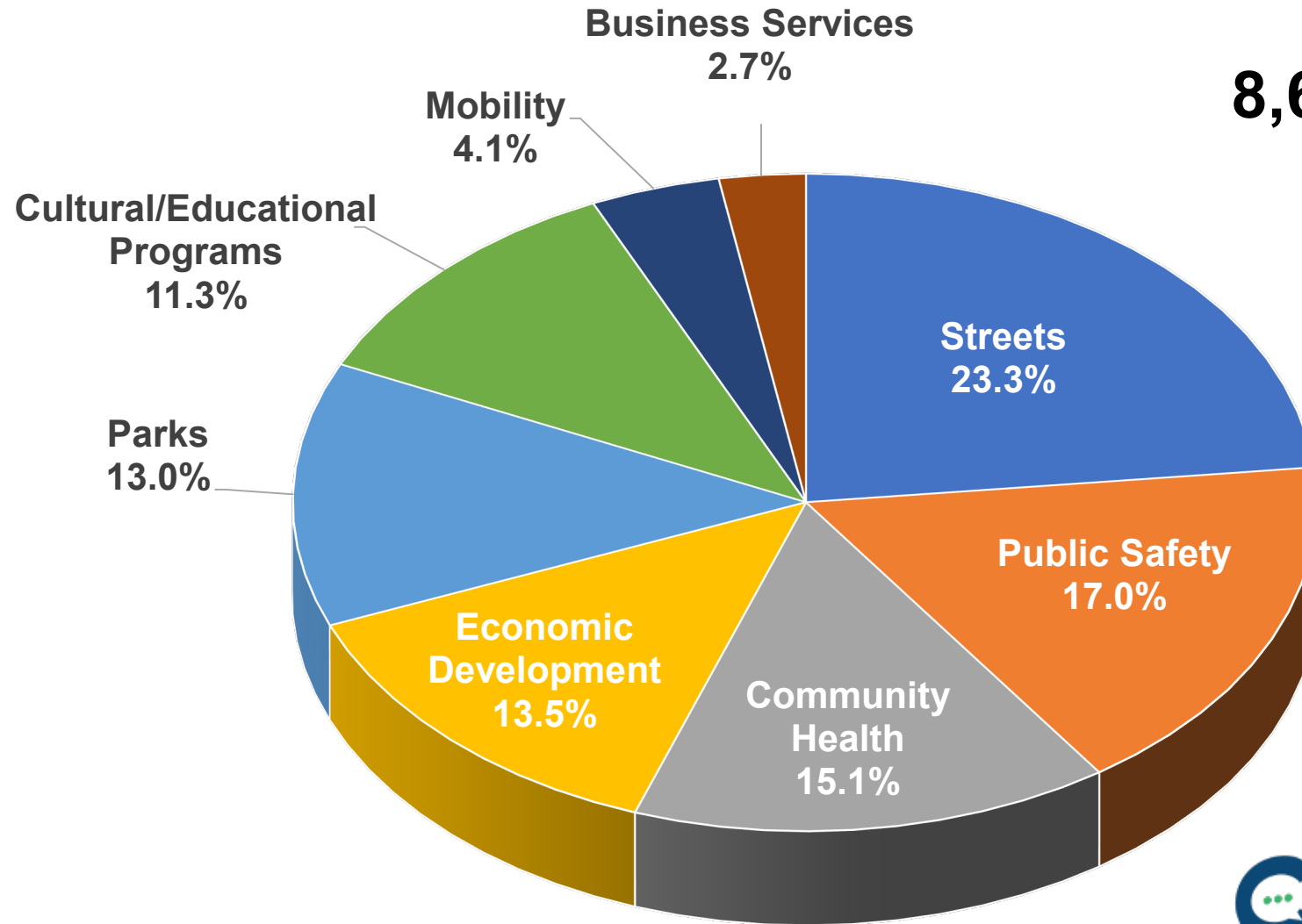
“We need more police presence and ticketing in School Zones.”

“Not all our EP students have access to computers. Maybe additional funding for available services at libraries, should be considered.”

“Improving recycling collection and quality of life projects.”

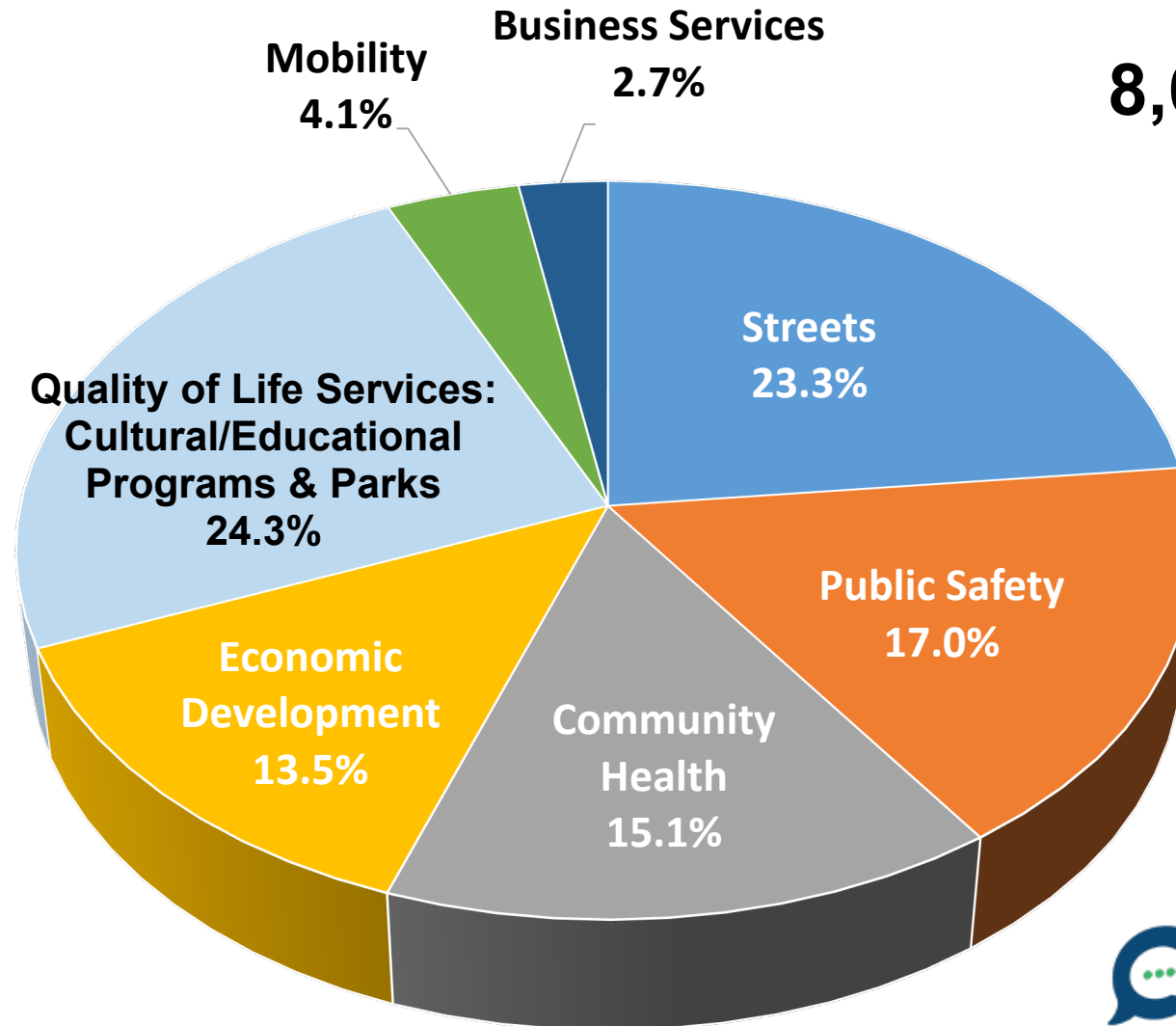
Top 3 priorities identified were:

1. Streets
2. Public Safety
3. Community Health



8,675 Participants



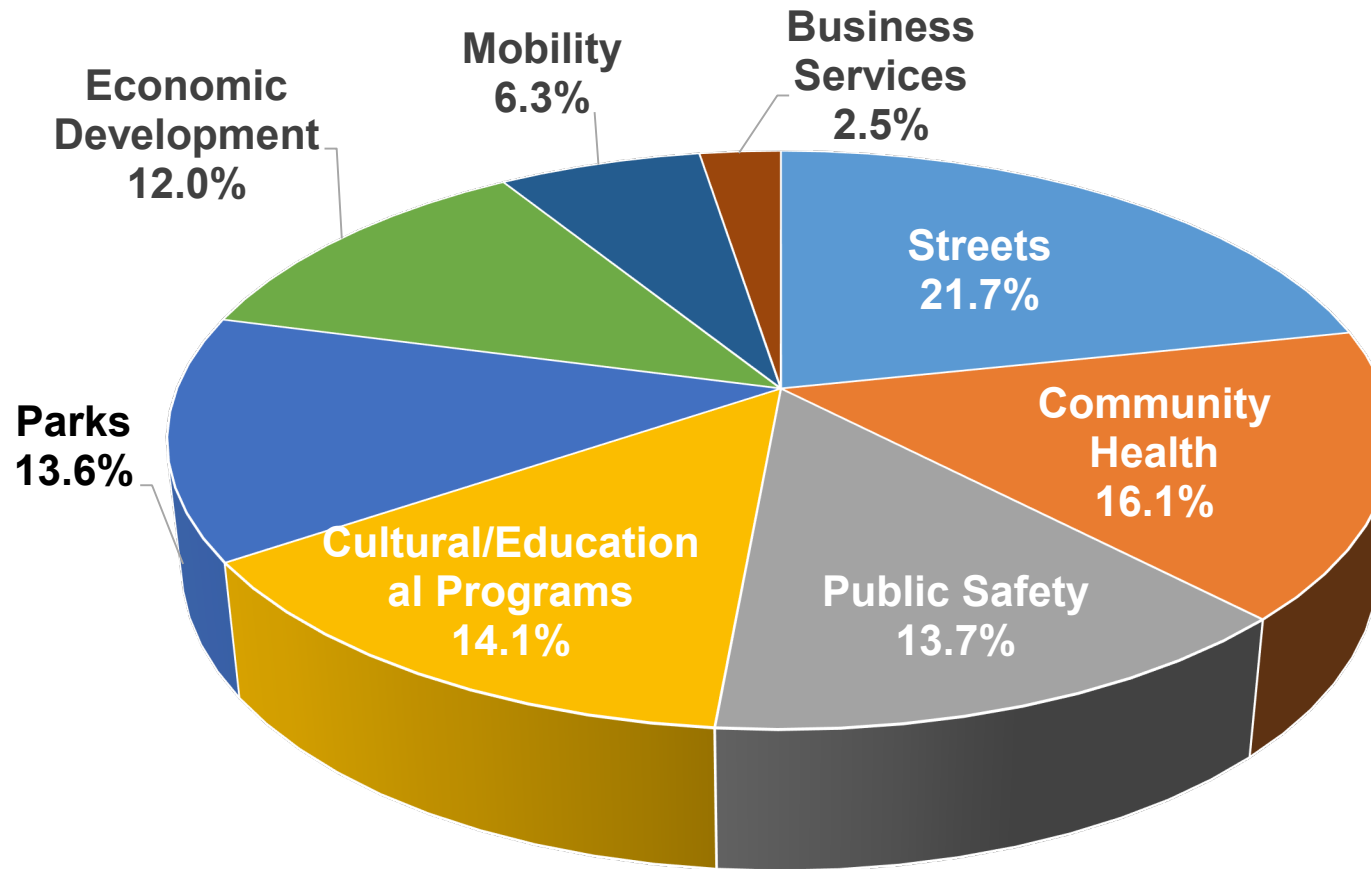


8,675 Participants



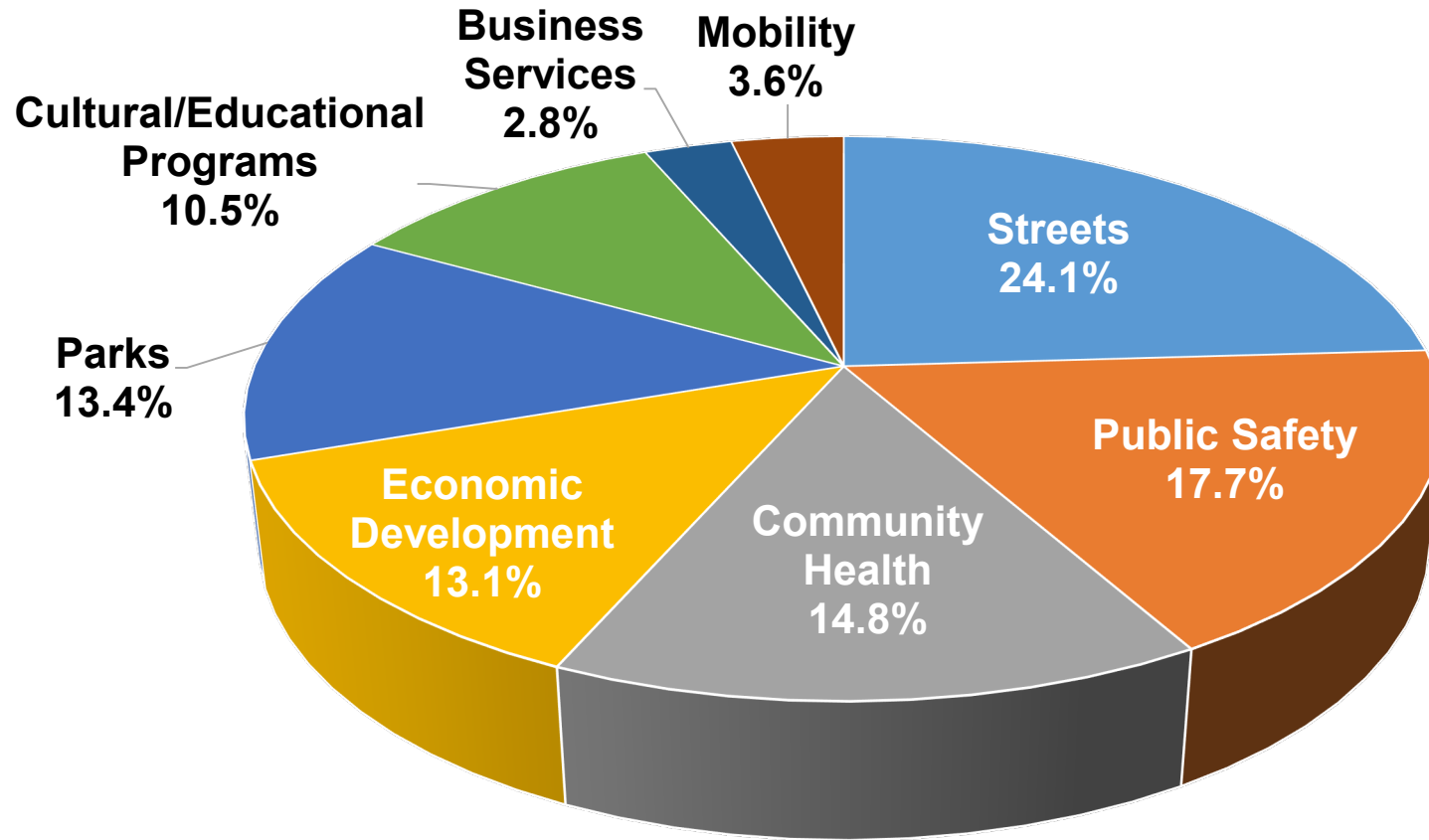
1,097 Participants

1. Streets
2. Community Health
3. Cultural/Educational Programs



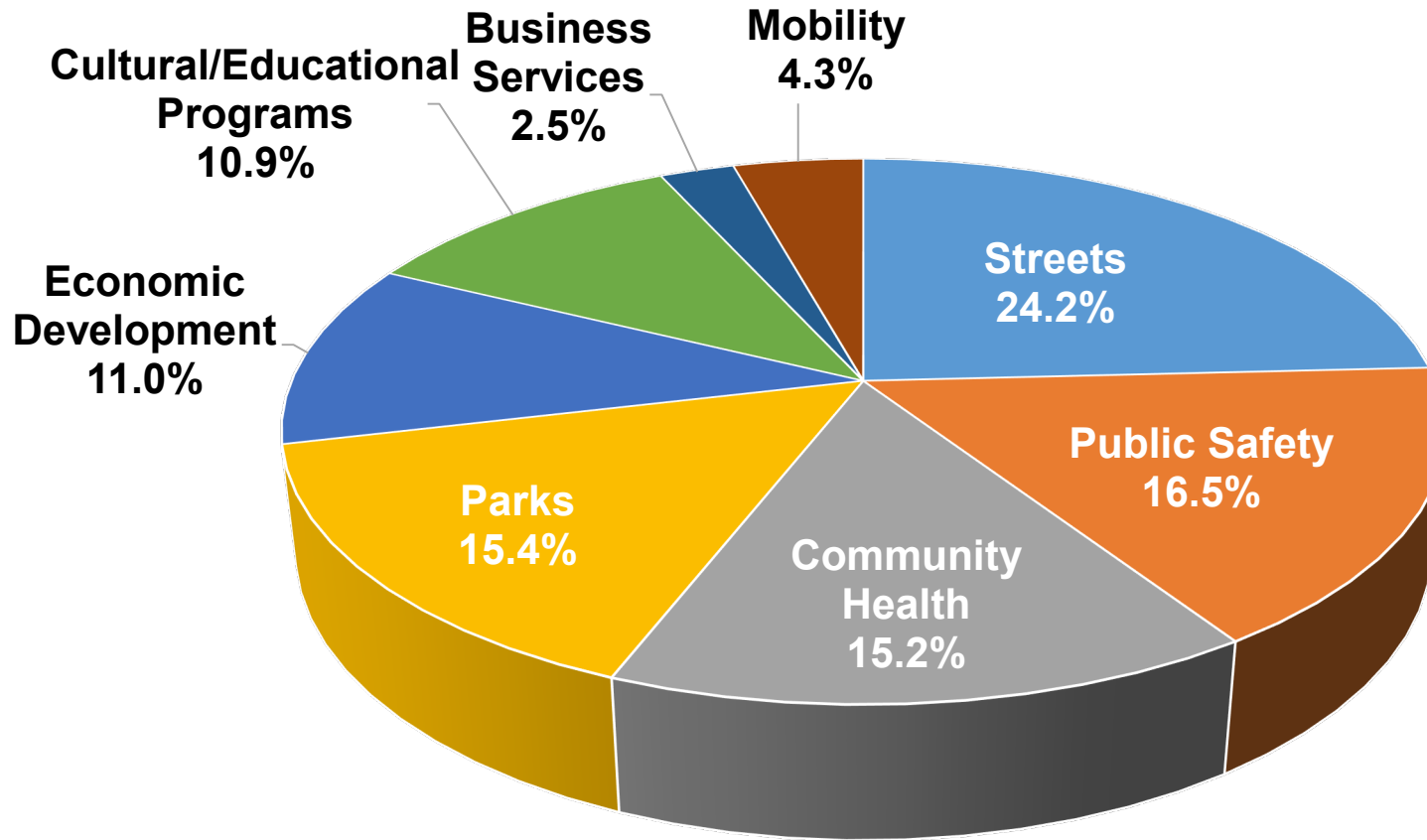
3,357 Participants

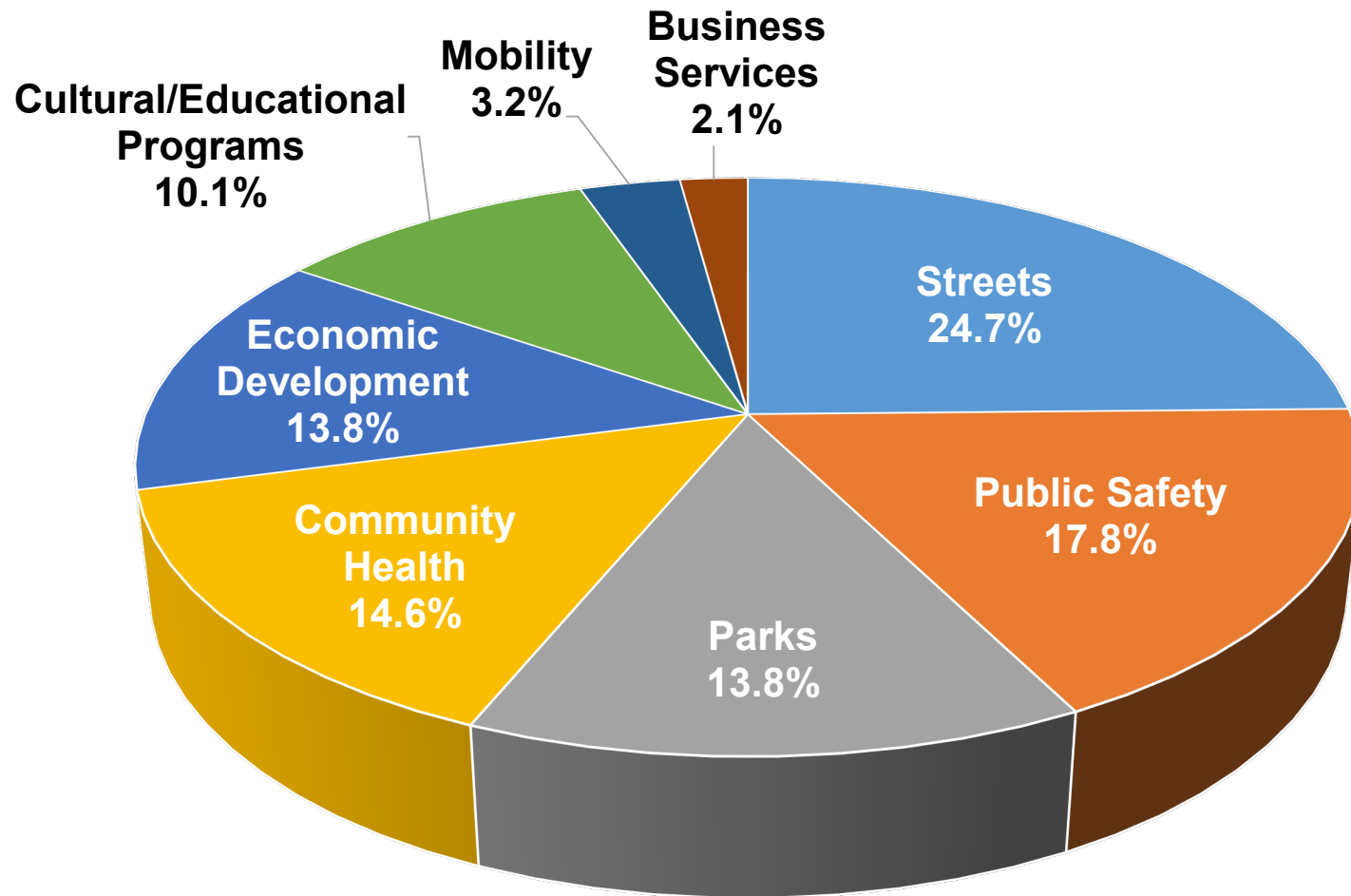
1. Streets
2. Public Safety
3. Community Health



529 Participants

1. Streets
2. Public Safety
3. Parks



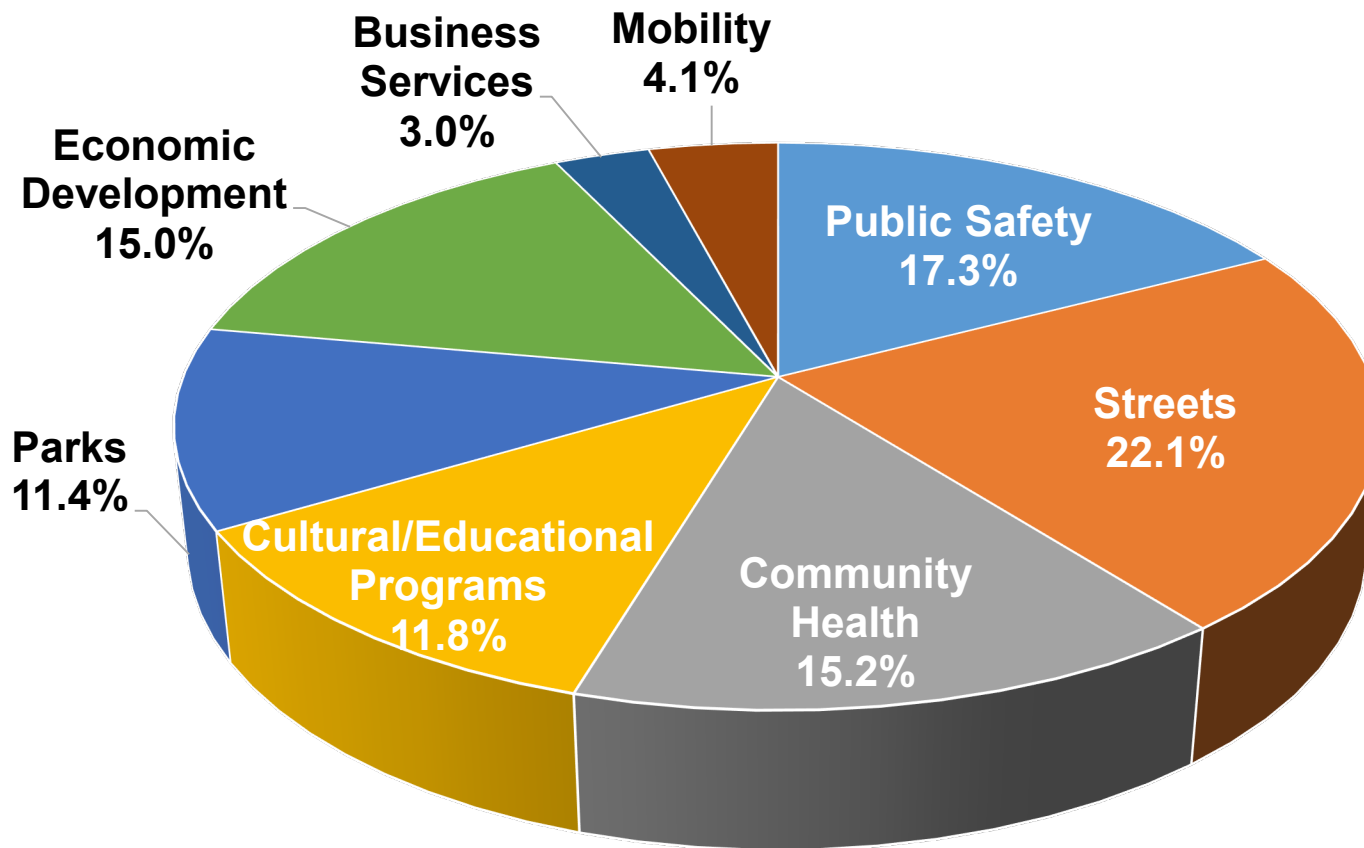


1,174 Participants

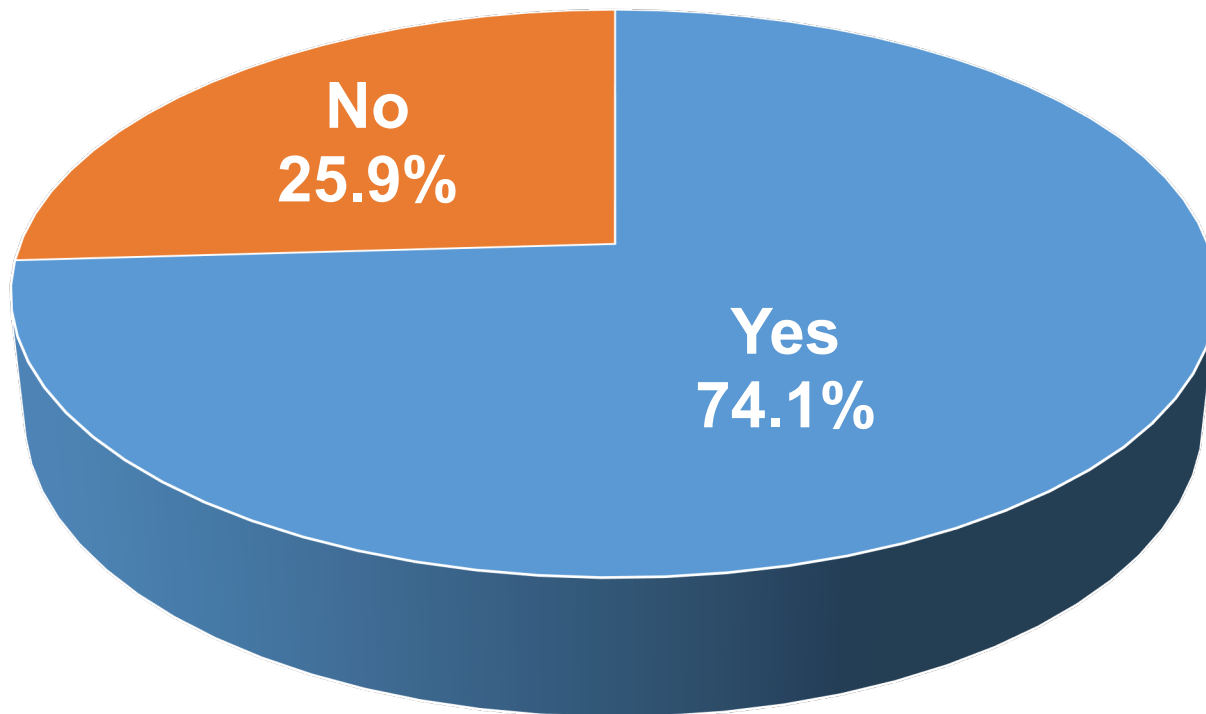
1. Streets
2. Public Safety
3. Community Health

2,518 Participants

1. Streets
2. Public Safety
3. Community Health

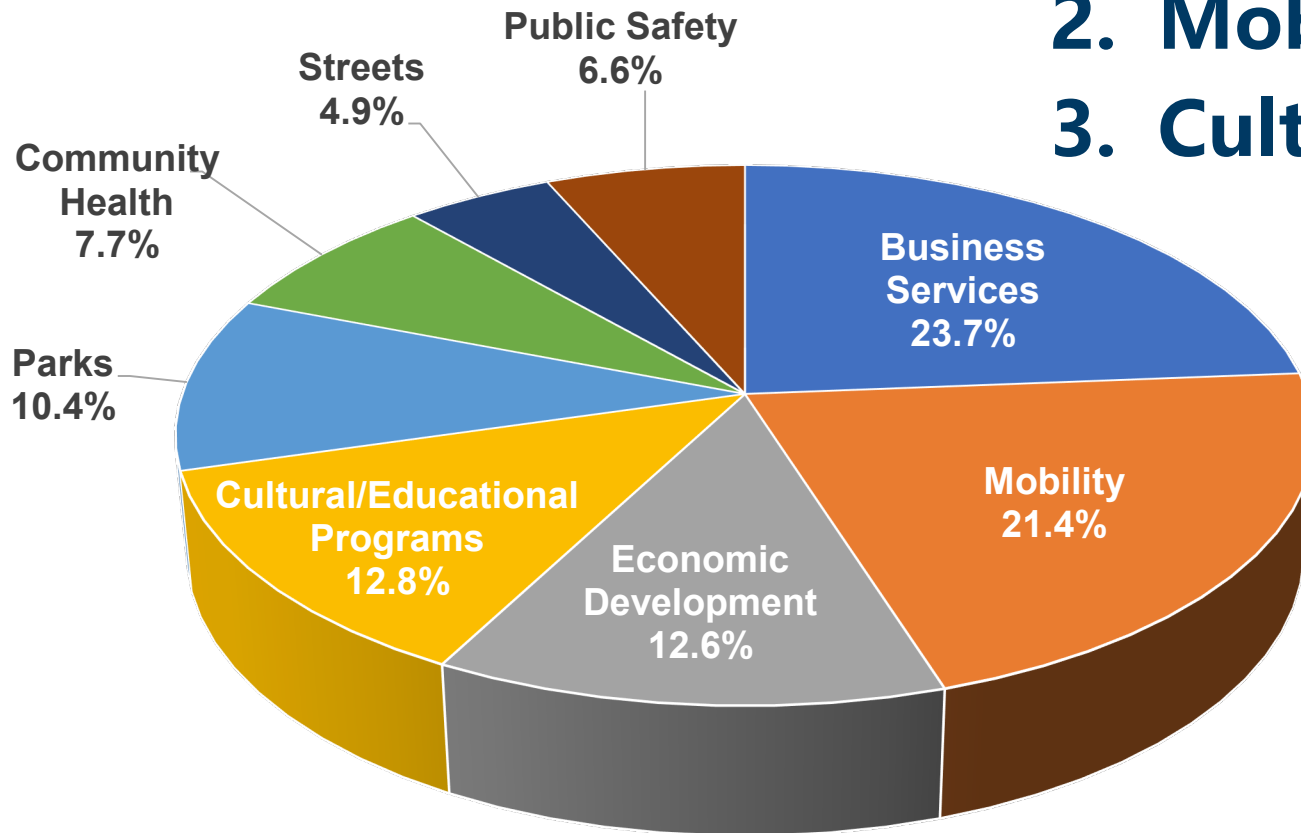


For the top three priorities you've selected, would you support additional funding for these priorities over the next year?

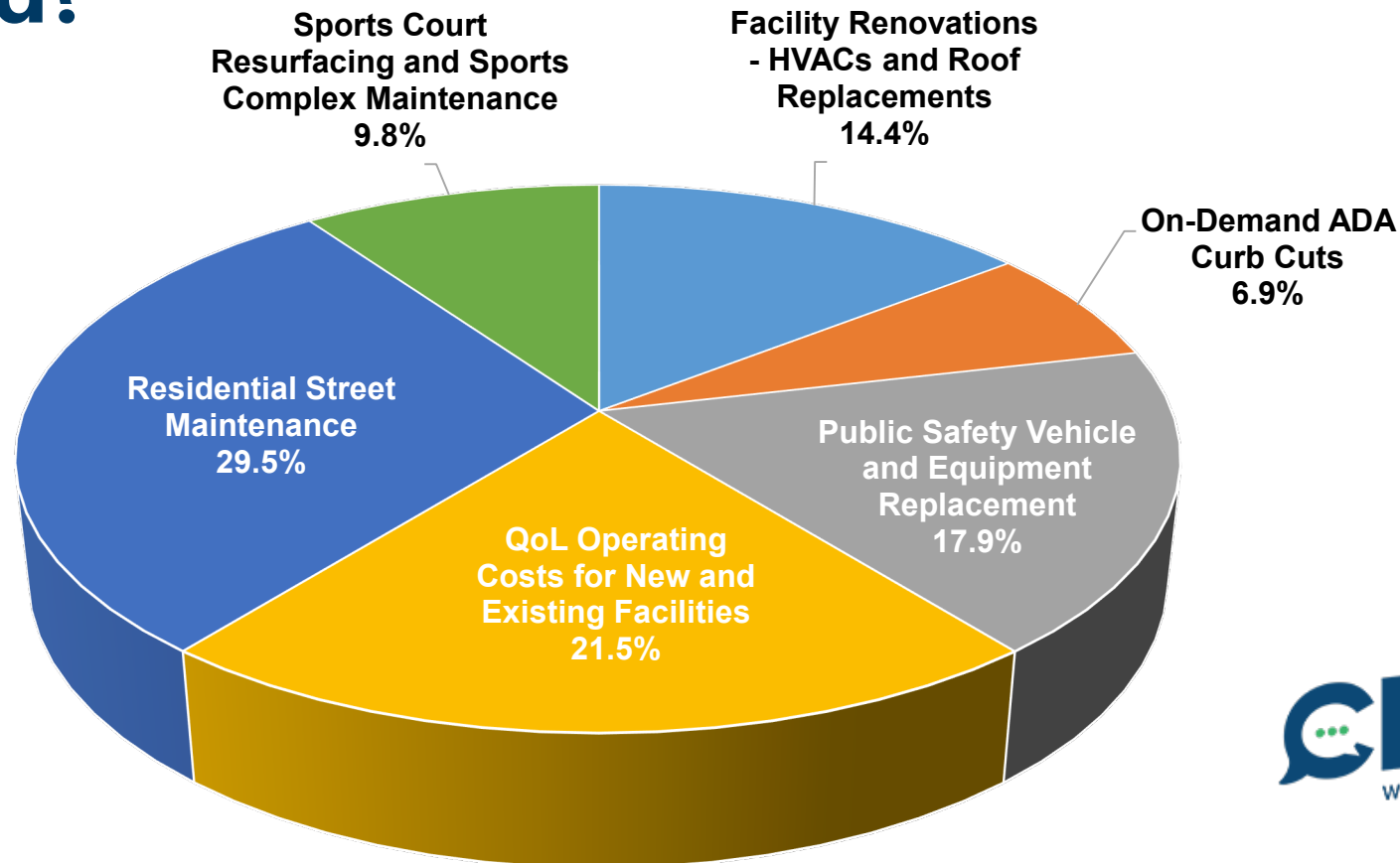


Lowest 3 priorities identified were:

- 1. Business Services**
- 2. Mobility**
- 3. Cultural/Educational Programs**



As part of the COVID-19 impact, services had to be deferred, which would you want to see funded?



20 by 20

1

Complete renovation of Camino Real Hotel;
Multipurpose Cultural and Performing Arts Center
construction underway with parking solutions
identified

2

Activate targeted development/redevelopment:
• Rapid Transit System Corridors
• Medical Center of the Americas

3

Attract two retail destination anchors
• I-10 & Zaragoza Entertainment Zone
• Indoor water resort attraction/interactive
entertainment zone

4

Create comprehensive International Bridges
Capital Improvement Program

5

Expand Airport development

6

Develop eco-tourism and heritage tourism strategy

7

Implement trailhead plan

8

Grow signature holiday attraction(s)

9

Investment in Downtown historic structures

10

Expand investment in public safety operations
• Add 300 new Police Officers; net 120 (2017-2020)
• Program annual Police and Fire vehicle
replacement
• Development and completion of new public
safety facilities

20 by 20

- 11** Construct Sun City Lights entryways at:
 - El Paso Street
 - Cincinnati Street/Baltimore/Glory Road
 - Eastside Regional Park
- 12** Realize Aquatics Plan
 - Complete 8 spray parks
 - Complete 3 regional family aquatic centers
 - Complete 2- 50 meter indoor competition pools
- 13** Deliver programmed Quality of Life Bond projects:
 - Mexican-American Cultural Center
 - Children's Museum
 - East Regional Park, Phase I
 - Eastside Sports Complex
- 14** Expand free Wi-Fi service at 27 Quality of Life facilities by 2020
- 15** Implement Cybersecurity Plan
 - Penetration testing for IT Cybersecurity needs 2017

- 16** Complete comprehensive livable wages review
- 17** Complete 2 Brio routes and streetcar system by 2018, and fourth Brio route operational by 2020
 - Develop plan for next phase(s) of trolley system
- 18** Deliver programmed Street Infrastructure projects, including:
 - Implementation of Bike Plan
 - Street Reconstruction projects
- 19** Program facility rehabilitation and equipment replacement plan
- 20** Continue no-kill shelter effort leading to 90% live release rate by 2020

25 by 25

- 1 **Activate targeted (re)development (2.0):**
 - Medical Center of the Americas/Alameda
 - Reimagine Cohen/Angora Loop/Northeast Parkway
 - Five Points
 - Airport Development
 - High priority corridor development plans
 - Infill growth strategies
 - Parking strategies
 - Disposition of City-owned properties
- 2 **Expand Downtown revitalization/ redevelopment to include:**
 - Streetcar corridor vibrancy (2.0)
 - Convention center renovation
 - Parking management plans
 - Uptown
- 3 **Enhance cross-border mobility experience for bridge users (2.0)**
 - Capital Improvement implementation
 - Revamp toll operation schedules and lane management
- 4 **Launch new business friendly practices and services improving speed to market and supporting entrepreneurship/microenterprises**
- 5 **Identify and develop plans for areas of reinvestment and local partnership**
- 6 **Expand investment in public safety operations (2.0)**
 - Staffing needs
 - Program annual Police and Fire vehicle replacement
 - Parking management plans
 - Uptown
- 7 **Establish a brand that celebrates and promotes El Paso's unique identity and offerings**
- 8 **Complete Quality of Life Bond Projects and develop signature programming (2.0):**
 - Mexican American Cultural Center
 - Children's Museum
 - Multi-purpose Center
- 9 **Align and implement key investment strategies (linked to 6.6) sustaining and enhancing park system operations and outdoor offerings**
- 10 **Expand workforce development and organizational focus on continuous improvement through targeted training, activating partnerships and growing best practices**
- 11 **Become a model for activating interagency and multisector partnerships and demonstrate results and under the *Communities of Excellence* framework**
- 12 **Optimize resources by evaluating and aligning service delivery mechanisms**
 - Shared Services
 - Community Preparedness/Continuity of Operations
 - Establish a citizen-led bond election

25 by 25

13

Create and implement a plan to address long-term liabilities and sustain the City's bond rating

19

Create and implement a comprehensive facility and fleet investment plan (2.0)

14

Identify potential new revenue streams

20

Establish Eastside and Mission Valley Growth Plan and begin implementation and complete Comprehensive Master Plan update

15

Establish a citizen-led bond election

21

Evaluate and integrate key policies, practices and space planning improving community health outcomes and risk reduction

16

Define and begin implementation of a Smart Community Roadmap through the strategic integration of technology and data-driven action into city operations

- Document, publicize and maximize existing smart technology deployed
- Implement an open data initiative
- Expand Digital Inclusion efforts (linked with 4.2)
- Create a real-world laboratory environment to explore scalable smart technology pilot applications
- Establish partnerships to facilitate smart neighborhood development and deployment

22

Support affordable, high quality housing options especially for vulnerable populations (2.0)

23

Sustain the Live Release Rate (2.0)

17

Expand the investment and beautification of street infrastructure (2.0)

- Streets resurfacing
- Streets reconstruction plan
- Most traveled streets program
- Citywide aesthetics program (trees, medians, etc.)
- Comprehensive Green Infrastructure Plan
- Entryway and wayfinding

24

Create and implement the Urban Energy Plan and identify state and federal legislative and funding opportunities

18

Implement improvements and active programming that support and promote multimodal transportation (2.0)

25

Seek out and activate interregional and binational partnership opportunities that support trade, technology and tourism (linked with 1.5)

Top 4 priorities identified were:

- **Quality of Life Services: Cultural/Educational Programming and Parks**
- **Streets**
- **Public Safety**
- **Community Health**

Preliminary General Fund Expenses

Strategic Goal	FY 2020 BUDGET	FY 2021 BUDGET	FY 2022 PRELIMINARY	FY 2021 / FY 2022 \$ Variance	FY 2021 / FY 2022 % Variance
Economic Development.....	1,914,207	1,826,045	1,961,689	135,644	7.4%
Public Safety.....	269,925,210	277,071,145	290,553,847	13,482,702	4.9%
Visual Image.....	7,725,084	7,343,043	6,950,879	(392,163)	-5.3%
Quality of Life.....	55,442,603	42,734,506	53,171,357	10,436,851	24.4%
I.T. /Comm.....	19,858,231	18,953,219	21,442,986	2,489,767	13.1%
Sound Governance.....	44,213,129	44,768,429	41,827,543	(2,940,886)	-6.6%
Infrastructure.....	50,794,322	41,792,085	49,555,175	7,763,090	18.6%
Community Health.....	8,072,146	7,496,849	7,754,668	257,820	3.4%
Total Expenditures.....	\$457,944,931	\$441,985,321	\$473,218,145	\$31,232,825	7.1%

Planning Area	Meeting Date	Time
Central	Tuesday, May 25, 2021	05:30PM - 06:30PM
Central	Wednesday, May 26, 2021	12:00PM - 01:00PM
East	Tuesday, June 1, 2021	05:30PM - 06:30PM
East	Wednesday, June 2, 2021	12:00PM - 01:00PM
Mission Valley	Thursday, June 3, 2021	05:30PM - 06:30PM
Mission Valley	Tuesday, June 8, 2021	12:00PM - 01:00PM
Northeast	Wednesday, June 9, 2021	05:30PM - 06:30PM
Northeast	Thursday, June 10, 2021	12:00PM - 01:00PM
West	Monday, June 14, 2021	05:30PM - 06:30PM
West	Tuesday, June 15, 2021	12:00PM - 01:00PM
All Areas (Makeup)	Wednesday, June 16, 2021	05:30PM - 06:30PM





Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 21-585, 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, Julie Baldwin-Munoz, (915) 212-1204

AGENDA LANGUAGE:

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

Presentation and discussion providing a report from the following Goal Team:

1. Vision Block: Exceptional Recreational, Cultural and Educational Opportunities
 - a. Goal 4 (Quality of Life)
Managing Director, Ben Fyffe, (915) 212-1766

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

DEPARTMENT: City Manager's Department

AGENDA DATE: May 25, 2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Performance Office, Julie Baldwin-Munoz (915) 212-1204

DISTRICT(S) AFFECTED: All

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

SUBGOAL:

6.4- Implement leading-edge practices for achieving quality and performance excellence

6.5- Deliver services timely and effectively with focus on continual improvement

SUBJECT:

Presentation and discussion providing a report from the following Goal Team:

1. Vision Block: Exceptional Recreational, Cultural and Educational Opportunities

a. Goal 4 (Quality of Life)

Managing Director, Ben Fyffe, 915-212-1766

BACKGROUND / DISCUSSION:

Goal team reporting ensures a systematic approach is sustained for operating departments to share progress made on strategic objectives across the eight goals as outlined and adopted in the Strategic Plan by the City Council. The presentation will provide an overview on team accomplishments and the status of key deliverables for the current fiscal year as a mid-year operational report.

PRIOR COUNCIL ACTION:

Strategic Planning Sessions on February 16, 2017 and May 16, 2019.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



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

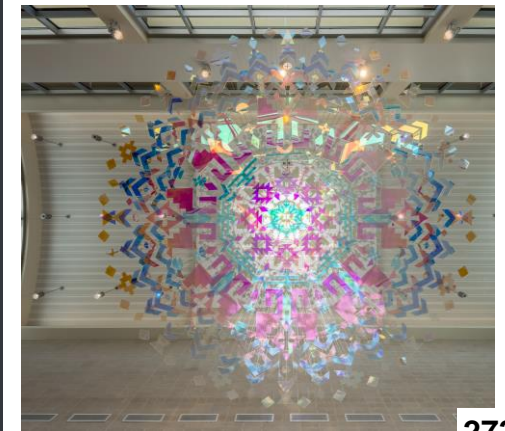
FY21 Goal Team Report

Goal 4



Exceptional Recreational, Cultural and Educational Opportunities

*Enhance El Paso's Quality of Life through
Recreational, Cultural and
Educational Environments*



POWERED BY THE TEAM



GOAL 4

Capital Improvement Department

Libraries

Museums and Cultural Affairs

Parks and Recreation

El Paso Zoo and Botanical Gardens



Table of Contents

- Response + Recovery Recap
- Goal Priorities
- Key Accomplishments
- Key Performance Indicators (KPIs)
- FY21 Key Deliverables Update
- Key Opportunities/Challenges

GOAL 4

Enhance El Paso's Quality of Life through **Recreational, Cultural and Educational Environments**

Goal 4- Response + Recovery

Staff on Front Lines of Covid Response

- QOL staff temporarily reassigned to Education Task Force, OEM & Health Business Offices, Vaccine Registration, EOC response center and Testing Sites and Animal Services
 - **Total of 94 QoL Employees Reassigned**
 - El Paso Zoo 7
 - El Paso Libraries 8
 - MCAD 15
 - PARD 64
- Zoo animal characters assigned at various testing facilities



Goal 4- Response + Recovery



20 Facilities Repurposed

- Multi-Purpose Center serving as Field Office for Health Department
- Hilos de Plata and Chelio Acosta Sports Center serving as expanded operations for Opportunity Center for Homeless
- Nolan Richardson Recreation Center serving as Northeast distribution site for El Pasoans Fighting Hunger
- 5 Parks facilities and Zoo parking lot serving as Testing and/or Vaccination Sites

Goal 4- Response + Recovery

Facility Modifications

- HVAC retrofits with air purification systems
- Installation of hand sanitizing/temperature monitoring stations and social distancing controls
- Vaccination registration & education
- Facility conversions
- Suspended group gathering and live educational presentations
- Closed high risk elements (drinking fountains, small spaces, etc.)
- Implemented one-way paths in certain areas



Key Accomplishments -Library

Service Response:

- Established a Curbside Pickup program
- Streamlined library card online applications
- Developed weekly online virtual programming schedule
- Partnered with YISD to make EPPL online resources more accessible to their students

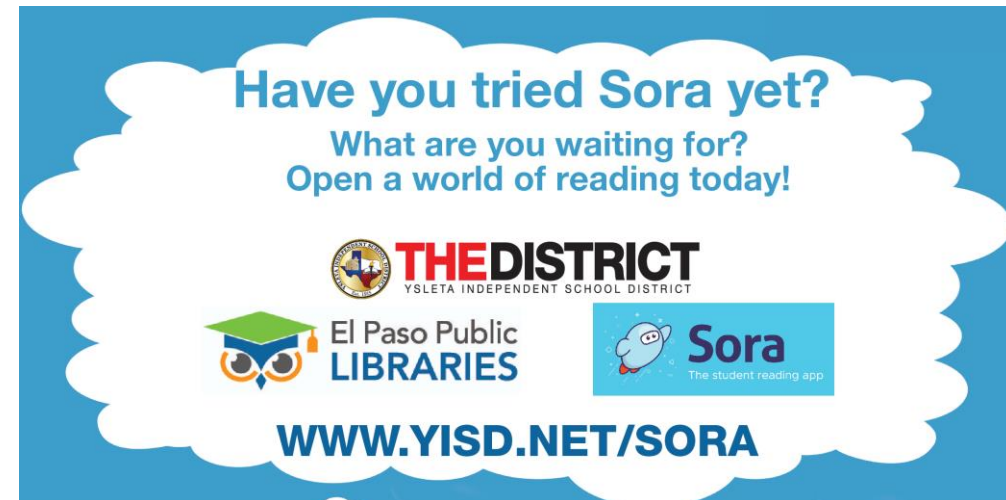


Curbside Pickup at Dorris Van Doren Library

WorkPLACE Job and Small Business

Training:

- 152 patrons/clients
- hosted 39 workshops
- trained 29 employees
- and fostered 20 community partnerships.



Key Accomplishments -Library

Adult Education – Career Online High School (Sept. '20 – March '21):

- Total enrollments/assessments: 81 students
- Total Scholarships Awarded: 21
- Total Graduates: 12 students

Awards and Recognitions

- Achievement of Excellence in Libraries award from the Texas Municipal Library Director's Association, a division of the Texas Municipal League



Recent Graduate

Key Accomplishments - MCAD

- 8 new exhibitions at the El Paso Museum of Art and El Paso Museum of History
- Prioritized infrastructure improvements at El Paso Museum of Art and El Paso Museum of History
- 2 awards for recently completed public art projects



Key Accomplishments – Parks + Recreation

- **Completed and/or advanced designs for renovations to recreations centers and park improvements**
 - Chelio Acosta Sports Center
 - Don Haskins Rec Center
 - Galatzan Rec Center
 - Gary Del Palacio Rec Center
 - Pat O'Rourke Recreation Center
 - Marty Robbins Rec Center
 - Multipurpose Rec Center
 - Nations Tobin Sports Center
 - Veterans Rec Center
- Outdoor Lighting upgraded at 21 locations to allow for automatic controls and increased revenue



Key Accomplishments – Parks + Recreation

- **Senior Meal Drive -Thru Distribution**

- Program adapted for completely different service model in 72 hours at beginning of pandemic with over 200,000 meals provided to qualifying seniors



- **Wifi Centers**

- Began September 2020 in an effort to offer free WiFi to neighborhoods lacking digital access; total of 8,687 users served

- **Senior Division Recipient of 2021 TRAPS Award**

- Park Development Innovations Category – Development of a mobile smartphone application for seniors

EL PASO PARKS & RECREATION
WIFI-STATIONS REOPENING
JANUARY 4, 2021

Armijo Rec Center	700 E. 7th St. 79901
Galatzan Rec Center	650 Wallenberg Dr. 79912
Marty Robbins Rec Center	11620 Vista Del Sol Dr. 79936
Memorial Senior Center	1800 Byron St. 79930
Pavo Real Senior Center	9311 Alameda Ave. 79907

DATES & TIMES:
MONDAY - FRIDAY
8:00AM - 6:00PM
SATURDAY
9:00AM - 2:00PM

Key Accomplishments – El Paso Zoo

Animals ADDED while closed:

- Mexican Wolf Pack (Mom, Dad and three boys)
- Male Peninsular Pronghorn Antelope
- Male Malayan Tiger
- Female Giraffe
- Mountain Lion Kittens
- Young Komodo Dragon



Key Accomplishments – El Paso Zoo

Animal Successes:



- Sent African Lion for MRI to Providence Hospital and transported another Lion to Phoenix for targeted radiation therapy
- Cared for and transported a Magnificent Frigatebird to Florida for release
- Hatched: Metallic Starling, Blue Motmot, Burrowing owl, and Roadrunners
- End of life care for Juno our Asian Elephant



Key Accomplishments – El Paso Zoo

Spring Break Attendance:

- Set new record for Spring Break Attendance
- Increase of 2,156 guests over SB 2019 (closed SB 2020)
- All with Covid restrictions in place, limited product offering, limited parking and a temporary loss of extra amenities





FY21 Key Deliverables Update – Goal 4

25 by 25 Strategic Objectives

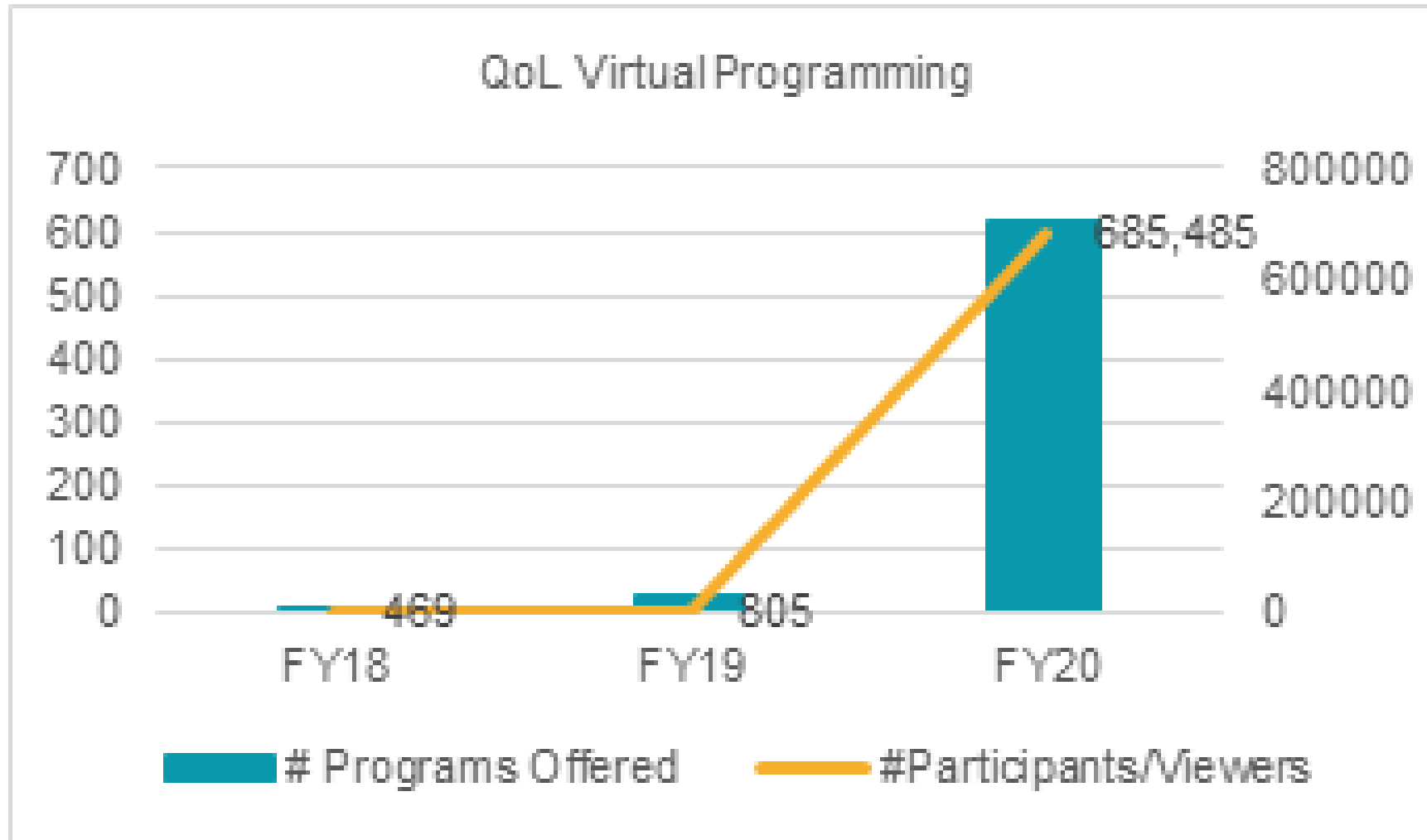
Deliver Bond Projects impacting quality of life across the city in a timely, efficient manner:

- Children's Museum (construction starts)
- The Beast Regional Park, Phase 1
- Valle Bajo Community Center
- Chamizal Community Center
- Sylvia Carreon Community Center
- Completion of an additional 50-meter competition pool

GOAL 4- Virtual Programming

Virtual Content Shared	FY20 Actual	FY21 (Thru Q2)
MCAD	229,381	211,060
Library (FY20 includes Día de los Niños and Summer Reading Club virtual programs, Virtual programming fell when libraries opened for curbside in FY21)	348,098	44,594
Parks & Recreation	186,684	488,404
Zoo – Total number of independent views across social media platforms	1,407,554	1,970,576

GOAL 4- Virtual Programming



GOAL 4- Key Performance Indicators



Key Performance Indicators	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 (Thru Q2)
MCAD: Increase in Museum Attendance	165,300	195,739	228,404	155,853	0
Library: Program attendance	170,284	166,032	*155,660	70,383	0
Parks: Recreation program participation	627,690	849,545	790,797	517,068	506,681
Zoo: Increase Event Attendance by 3.3%	36,873	41,768	43,191	17,093	0

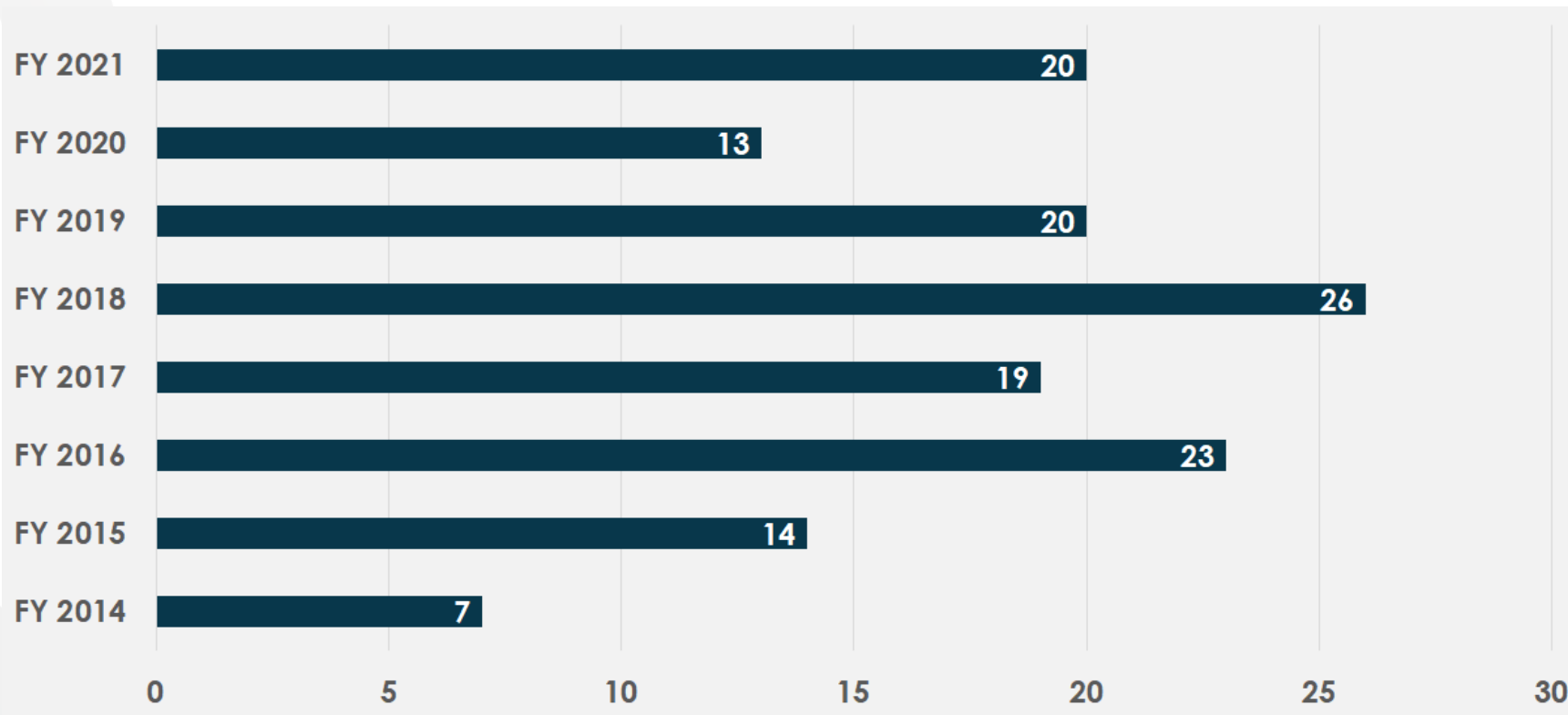
GOAL 4- Key Performance Indicators



Key Performance Indicator	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 (Thru Q2)	Annual Target
% Quality of Life projects completed within contractual timeframe	93%	100%	100%	100%	100%	90%
% Quality of Life projects completed at or under budget	90%	100%	100%	100%	100%	90%

GOAL 4- Key Performance Indicators

17 Projects QOL Completed Through Q2



QOL 142
Completed Projects



FY21 Key Deliverables Update – Goal 4

25 by 25 Strategic Objectives

Deliver Bond Projects impacting quality of life across the city in a timely, efficient manner: 19 Completed Projects (thru Q2)

5 NIP Projects

- Aztec and Mescalero Traffic Circle
- Brisa Del Este Park Improvements
- Rim Area Street Signs
- Sunset Heights and Old San Francisco Historic Street Signs

4 Water Parks

- Camp Cohen
- Oasis
- Lost Kingdom
- Chapateo

4 Community Centers

- Chamizal Community Center
- Sylvia Carreon Community
- The Beast Recreation Center
- Valle Bajo Community Center

3 Shade Canopies

- Irwin J. Lambka Metal Shade Canopy
- Nations Tobins Metal Shade Canopy
- Yucca Metal shade Canopy

1 Library Improvement

- Memorial Park Library Branch Expansion

1 Zoo Improvement

- Kalahari Improvements

1 - 50 Meter Pool

- The Beast Urban Park

FY21 Key Deliverables Update – Goal 4

25 by 25 Strategic Objectives

Deliver Bond Projects impacting quality of life across the city in a timely, efficient manner:

Parks and Recreation and Library Projects in Progress

- **Library Renovations**
 - ✓ **Clardy Fox**
 - ✓ **Esperanza Moreno**
 - ✓ **Jose Cisneros**
 - ✓ **Armijo**
 - ✓ **Westside**
 - ✓ **Dorris Van Doren**



- **Recreation Center Improvements**
 - ✓ **Seville Recreation Center**
 - ✓ **Nolan Richardson Recreation Center**
 - ✓ **Pavo Real Recreation Center**
 - ✓ **Pat O'Rourke Recreation Center**
 - ✓ **Grandview Recreation Center**
 - ✓ **Veterans Recreation Center**

FY21 Key Deliverables Update – Goal 4

25 by 25 Strategic Objectives

Deliver Bond Projects impacting quality of life across the city in a timely, efficient manner:

Projects in Progress

Park Improvements

- ✓ Haddox Family Park
- ✓ Madeline Park
- ✓ Mountain View Park
- ✓ North Skies Park
- ✓ Palm Grove Park
- ✓ Pueblo Viejo Park
- ✓ Todd Ware Park
- ✓ Travis White Park
- ✓ Clark & Cleveland
- ✓ Joey Barazza & Vino Memorial

- ✓ Modesto Gomez
- ✓ Veterans
- ✓ Wainwright
- ✓ NE Basin
- ✓ Dick Shinaut
- ✓ Salvador Rivas
- ✓ Liz Morayma
- ✓ Riverside
- ✓ EL Williams
- ✓ Nations Tobins, Capistrano, Westside (field lighting)

Aquatics Facility Improvements

- ✓ Viscount Training & Instructional Pool
- ✓ Leo Cancellare Pool
- Paved Trails and Trailheads

FY21 Key Deliverables Update – Goal 4

25 by 25 Strategic Objectives

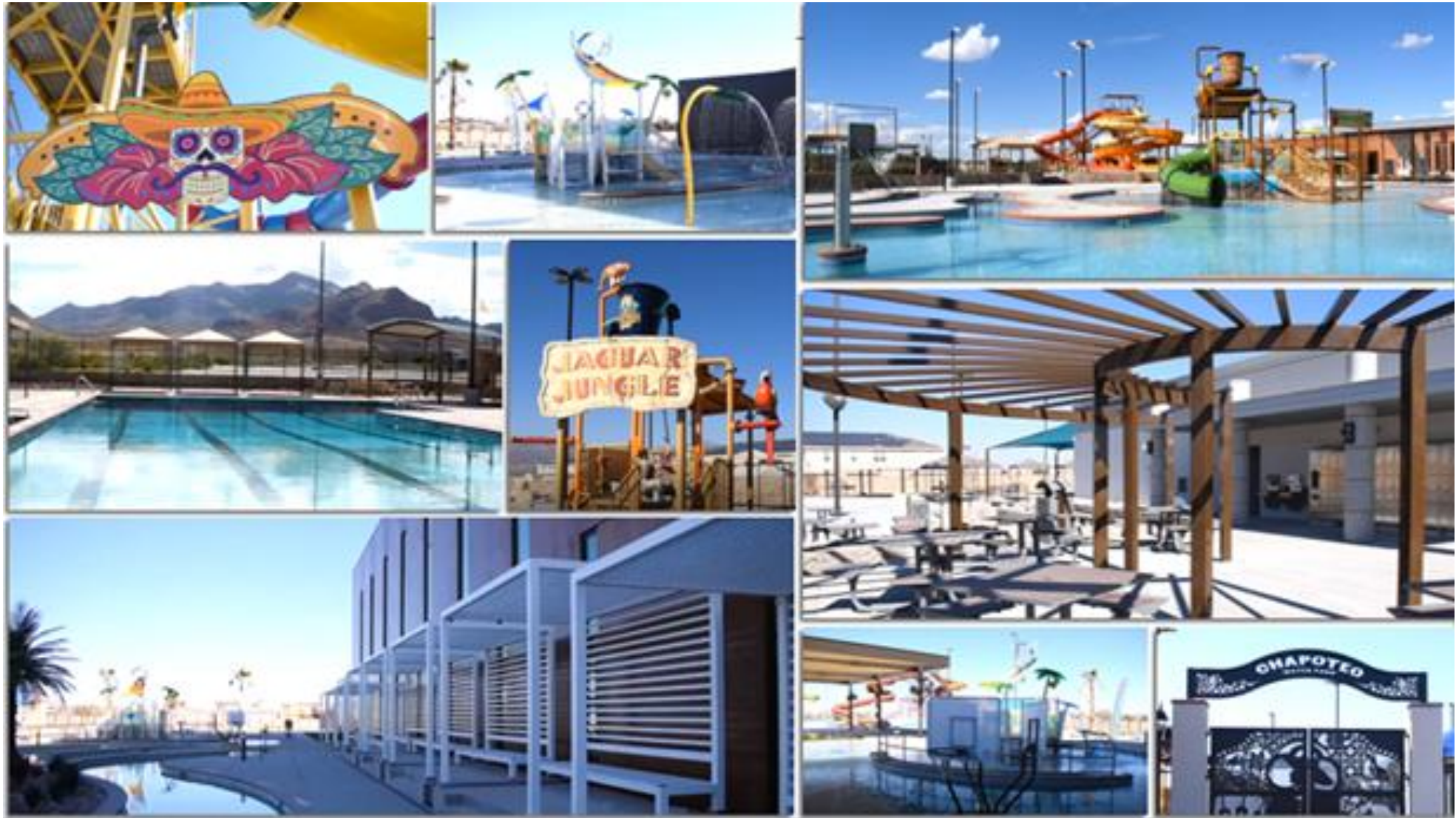
Deliver Bond Projects impacting quality of life across the city in a timely, efficient manner:

Museums and Cultural Affairs Projects in Progress

- Children's Museum Construction
- Mexican American Cultural Center







Dorris Van Doren, Esperanza Moreno, Jose Cisneros Library Improvements

Anticipated to begin construction early 2021

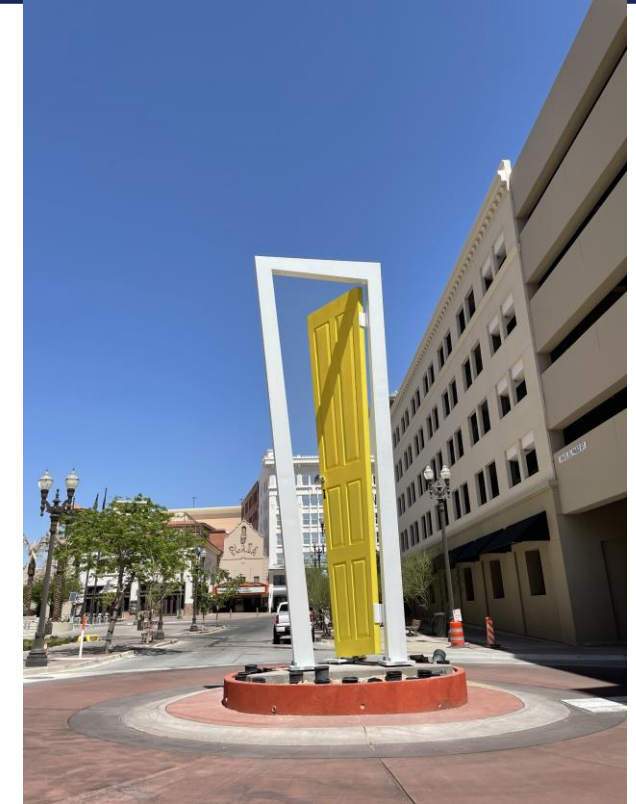


FY21 Key Deliverables Update

Strategy: *Plan, Design and Implement Public Art Projects*

FY21 Public Art Project in Progress:

- *Bienvenido*, El Paso St. & San Antonio Ave. Roundabout, District 8
- *Blurred Boundaries**, Chamizal Recreation Center/Library, District. 8
- *Weatherscape*, El Paso Children's Museum, District 8
- *Desert Agave**, Clardy Fox Library Renovations, District 3
- *Unity**, Country Club Rd. Roundabout, District 8
- *Luminous Bound*, Far East Transfer Center, District 5
- *Acies*, Montana Rapid Transit System, District 2,3,5,8
- *Spirit Run*, Railroad Reconstruction, District



Bienvenido, District 8

*Local Artist

FY21 Key Deliverables Update

Strategy: *Create innovative recreational, educational and cultural programs*

El Paso Public Library

- Activate new facilities (Chamizal and Valle Bajo)
- Continue renovation of existing libraries
- Continue to phase-in Library services
- Deliver online services and virtual programming
- Reimagine Bookmobile Service



Enrique Moreno Branch at Valle Bajo

FY21 Key Deliverables Update

Strategy: Create innovative recreational, educational and cultural programs

Museums & Cultural Affairs Department

- Awarded temporary relief funding to 100 local artists and 11 non-profit arts organizations
- Digital version of Chalk the Block in Collaboration with the El Paso Community Foundation
- Completion of 6 public art projects

Strategy: *Create innovative recreational, educational and cultural programs*

Parks & Recreation

- Activate new facilities
- Building up programs and patron base after COVID-19 closures
- Implement new recreation software with comparable private-sector features
- Begin process for Memorial Park Master Planning



FY21 Key Deliverables Update

Strategy: *Sustaining and enhancing park operations and offerings*

**El Paso Zoo and Botanical Gardens
Projects completed;**

Cat Adoption Center on Zoo Grounds

(Center complete, waiting on covid and EPAS to activate)

- Collaborative project with El Paso Animal Services
- First pet adoption center on any Zoo grounds in the country



FY21 Key Deliverables Update

Strategy: *Deliver bond projects impacting quality of life across the city in a timely and efficient manner*

El Paso Zoo & Botanical Gardens

Projects out to bid:

- Penguin Exhibit
- Sea Lion Repair and Upgrade
- South American Pavilion Renovation
- South American Restrooms
- Animal Holding II



FY21 Key Deliverables Update

Strategy: *Deliver bond projects impacting quality of life across the city in a timely and efficient manner*

El Paso Zoo & Botanical Gardens



Projects in Design:

- Africa Bird Holding
- Education Discovery Center
- Amur Leopard Renovations

Projects in Pre-Design:

- Galapagos Exhibit Renovation
- Komodo Dragon Exhibit
- Ocelot Improvements – Support Elements
- Alligator Exhibit Renovation



Key Opportunities/Challenges

- Continuing to phase in services/facilities safely, in line with budgets while also evaluating programs on hiatus to determine quality, customer response and resource allocation
 - Youth focused programming-**Human Centered Design**
 - Conducted over 20 hrs. of interviews with teens, parents, families and program administrators/instructors
 - Collected over 700+ original research/data points
 - Developed two prototypes, co-designed with community participants
- The Zoo and Museums moving to new modified hours to increase efficiency of operations, allow for better cleaning and alleviate some overtime.
- Continue to leverage technological resources to deliver services more efficiently and effectively
- There is currently significant escalation in construction costs presenting potential budget challenges for capital projects going into construction

FY21 Goal Team Report

Goal 4



Exceptional Recreational, Cultural and Educational Opportunities

*Enhance El Paso's Quality of Life through
Recreational, Cultural and
Educational Environments*





Legislation Text

File #: 21-568, 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

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to the State of Texas, acting by and through the Texas Transportation Commission, for the purchase price of \$2,680,182. Such real property legally described as a 6.6348 acres (289,013 SQ. FT.) parcel of land located in the T.&P.R.R. Co. Survey, Township No. 2, Block No. 80, Section No. 35, Abstract No. 2418, El Paso County, Texas, being a Portion of Lot 2, Block 2, Butterfield Trail Aviation Park, Unit Two, A Subdivision recorded in Volume 78, Page 87 and 87A, of the Plat Records of El Paso County, Texas (P.R.E.P.C.TX.), Described in a deed from the United States of America to the City of El Paso, recorded in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records of El Paso County, Texas (D.R.E.P.C.TX.).

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

AGENDA DATE: May 25, 2021
PUBLIC HEARING DATE: June 8, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., CM, Director of Aviation
915-212-7301

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1: Create an Environment Conducive to Strong, Sustainable Economic Development
No. 3: Promote the Visual Image of El Paso
No. 7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL:

SUBJECT:

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to the State of Texas, acting by and through the Texas Transportation Commission, for the purchase price of \$2,680,182. Such real property legally described as a 6.6348 acres (289,013 SQ. FT.) parcel of land located in the T.&P.R.R. Co. Survey, Township No. 2, Block No. 80, Section No. 35, Abstract No. 2418, El Paso County, Texas, being a Portion of Lot 2, Block 2, Butterfield Trail Aviation Park, Unit Two, A Subdivision recorded in Volume 78, Page 87 and 87A, of the Plat Records of El Paso County, Texas (P.R.E.P.C.TX.), Described in a deed from the United States of America to the City of El Paso, recorded in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records of El Paso County, Texas (D.R.E.P.C.TX.).

BACKGROUND / DISCUSSION:

TxDOT is in the process of widening Montana Avenue into a six-lane freeway. This project requires a portion of Airport-owned property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Aviation
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: 

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS TRANSPORTATION COMMISSION, FOR THE PURCHASE PRICE OF \$2,680,182. SUCH REAL PROPERTY LEGALLY DESCRIBED AS A 6.6348 ACRE (289,013 SQ. FT.) PARCEL OF LAND LOCATED IN THE T.&P.R.R. CO. SURVEY, TOWNSHIP NO. 2, BLOCK NO. 80, SECTION NO. 35, ABSTRACT NO. 2418, EL PASO COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK, UNIT TWO, A SUBDIVISION RECORDED IN VOLUME 78, PAGE 87 AND 87A, OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS (P.R.E.P.C.TX), DESCRIBED IN A DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF EL PASO, RECORDED IN VOLUME 407, PAGE 601, AND IN VOLUME 1348, PAGE 146, OF THE DEED RECORDS OF EL PASO COUNTY, TEXAS (D.R.E.P.C.TX.).

WHEREAS, Chapter 3(c) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, Chapter 272 of the Texas Local Government Code allows a municipality to sell real property without notice and bidding requirements provided that the sale not be for less than fair market value as determined by an appraisal and the real property interest is conveyed to a governmental entity that has the power of eminent domain; and

WHEREAS, the Texas Department of Transportation has obtained an appraisal for the property the subject of this Agreement; and

WHEREAS, the Grantee is a governmental entity that has the power of eminent domain.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as **a 6.6348 Acre (289,013 SQ. FT.) parcel of land located in the T.&P.R.R. Co. Survey, Township No. 2, Block No. 80, Section No. 35, Abstract No. 2418, El Paso County, Texas, being a Portion of Lot 2, Block 2, Butterfield Trail Aviation Park, Unit Two, A Subdivision recorded in Volume 78, Page 87 and 87A, of the Plat Records of El Paso County, Texas (P.R.E.P.C.TX), Described in a deed from the United States of America to the City of El Paso, recorded in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records of El Paso County, Texas (D.R.E.P.C.TX.)** more specifically depicted and

ORDINANCE NO. _____

described in the attached Exhibit A for the purchase price of \$2,680,182. Further, the City Manager or designee is authorized to: (1) execute a deed and any other documents required by the State of Texas for the sale of the property, (2) sign any and all documents related and/or necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in any documents signed by the City Manager or designee.

PASSED AND APPROVED this _____ day of _____ 2021.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
Municipal Clerk

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT



Samuel Rodriguez P.E.
Director of Aviation

ORDINANCE NO. _____

19-1003-974/1075030/Sale of Property- 6.6348 Acres / OAR

Page 2 of 6

Exhibit A

Page 1 of 4
Parcel 4
July 25, 2019
Revised: August 1, 2019

EXHIBIT A

County: El Paso
Highway: US 62 / 180 (Montana Avenue)
Limits: FROM: Global Reach
TO: Zaragoza
CCSJ: 0374-02-097
RCSJ: 0374-02-103

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 6.6348 ACRE (289,013 SQ.FT.) PARCEL OF LAND LOCATED IN THE T. & P. R.R. CO. SURVEY, TOWNSHIP NO. 2, BLOCK NO. 80, SECTION NO. 35, ABSTRACT NO. 2418, EL PASO COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK, UNIT TWO, A SUBDIVISION RECORDED IN VOLUME 78, PAGE 87 AND 87A, OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS (P.R.E.P.C.TX.), DESCRIBED IN A DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF EL PASO, RECORDED IN VOLUME 407, PAGE 601, AND IN VOLUME 1348, PAGE 146, OF THE DEED RECORDS OF EL PASO COUNTY, TEXAS (D.R.E.P.C.TX.), SAID 6.6348 ACRE (289,013 SQ.FT.) PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a City of El Paso Centerline Monument found 1,096.86 feet left of Engineer's Baseline Station (E.B.S.) 338+50.59 within the existing right-of-way of Global Reach Drive, a 120-foot wide right-of-way as dedicated to the City of El Paso in said Butterfield Trail Aviation Park, Unit Two;

THENCE N 84°18'56" E, over and across said Global Reach Drive, a distance of 44.99 feet to a calculated point on the existing east right-of-way line of said Global Reach Drive, point being on the west line of said Lot 2;

THENCE S 05°41'04" E, with the west line of said Lot 2 and the existing east right-of-way line of said Global Reach Drive, a distance of 224.40 feet to a Texas Department of Transportation (TxDOT) Type II monument (Surface Coordinates: X=433667.14, Y=10671365.98) set 872.47 feet left of E.B.S. 338+95.57, for the **POINT OF BEGINNING** and the northwest corner of the parcel described herein;

THENCE departing the existing east right-of-way line of said Global Reach Drive, over and across said Lot 2, with the proposed north right-of-way line of US 62/US 180 (Montana Avenue), the following three (3) courses and distances numbered 1-3:

- 1) N 84°18'56" E, a distance of 61.81 feet to a TxDOT Type II monument set 872.47 feet left of E.B.S. 339+57.37, for the PC of a non-tangent curve to the left, and the beginning of a proposed Access Denial Line (A.D.L.);
- 2) With said curve to the left, having a radius of 813.00 feet, through a central angle of 58°33'41", an arc length of 830.96 feet and a chord that bears S 37°57'25" E, a distance of 795.26 feet to a TxDOT Type II monument set 200.00 feet left of E.B.S. 343+81.91, for the end of a proposed A.D.L., and;

FN 27556-Parcel 4(GLF)

31059F

ORDINANCE NO. _____

19-1003-974/1075030/Sale of Property- 6.6348 Acres / OAR

- 3) N 84°18'27" E, passing at a distance of 79.84 feet, a 5/8 inch iron rod with a TxDOT aluminum cap set 200.00 feet left of E.B.S. 344+61.75, for the beginning of a proposed A.D.L., and continuing for a total distance of 344.17 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set 200.00 feet left of E.B.S. 347+26.08, for the end of a proposed A.D.L., being the northeast corner of the parcel described herein, said point being on the east line of said Lot 2 and the west line of the remainder of a called 620.203 acre tract of land, Parcel 21, Tract 30, as described in a judgment to the United States of America, recorded in Volume 689, Page 501, D.R.E.P.C.TX.;
- 4) **THENCE** S 02°08'37" W, with the east line of said Lot 2 and west line of said Parcel 21, a distance of 201.89 feet to a calculated point 0.00 feet right of E.B.S. 346+98.56, for the southeast corner of said Lot 2 and the southwest corner of said Parcel 21, said point being on the existing north right-of-way line of US 62/US 180 (Montana Avenue), a 200-foot wide right-of-way as described to the State of Texas in Volume 497, Page 631, D.R.E.P.C.TX., said point being also the southeast corner of the parcel described herein;
- 5) **THENCE** S 84°18'27" W, with the south line of said Lot 2 and the existing north right-of-way line of US 62/US 180 (Montana Avenue), a distance of 731.79 feet to a 5/8-inch iron rod with TxDOT aluminum cap found 0.00 feet left of E.B.S. 339+66.76, for the most southerly southwest corner of the parcel described herein, said point being on the existing east right-of-way line of said Global Reach Drive;
- THENCE** with the west line of said Lot 2 and the existing east right-of-way line of said Global Reach Drive the following two (2) courses and distances numbered 6-7:
- 6) N 47°08'25" W, a distance of 107.72 feet to a calculated point, 80.74 feet left of E.B.S. 338+95.46, from which a 5/8-inch iron rod with a TxDOT aluminum cap found bears S 89°24'53" W, a distance of 1.29 feet, and;
- 7) N 05°41'04" W, a distance of 791.73 feet to the **POINT OF BEGINNING**, and containing 6.6348 acres (289,013 sq. ft.) of land, more or less.

This parcel description is accompanied by a plat of even date.

Bearing Basis:

All bearings shown are based on NAD 83 (2011) Texas State Plane Coordinate System, Central Zone (4203). All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.000231000. All distances are in U.S. Survey feet.

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

SURVEYING AND MAPPING, L.P.
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Tx. Firm No. 10064300



Scott C. Brashear 8/1/19

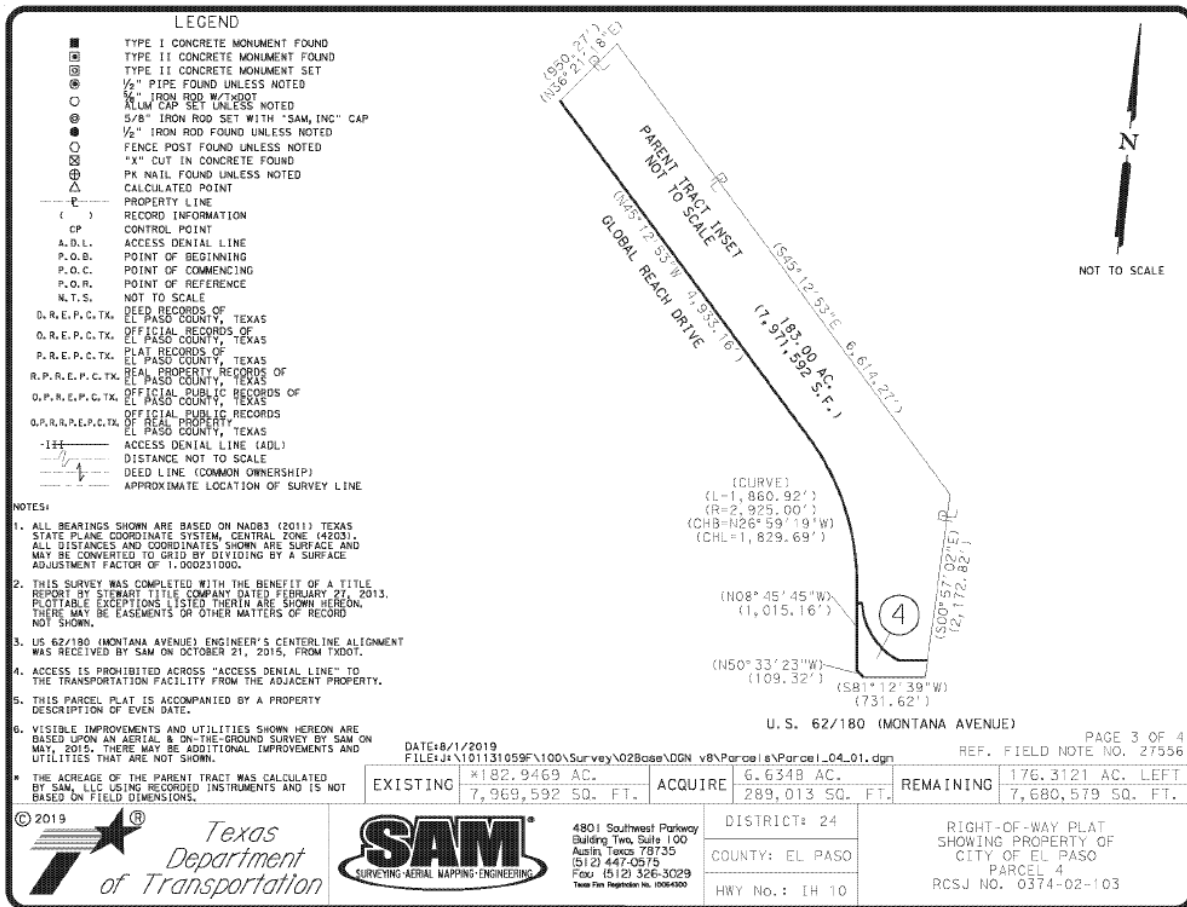
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660-State of Texas

FN 27556-Parcel 4(GLF)

31059F

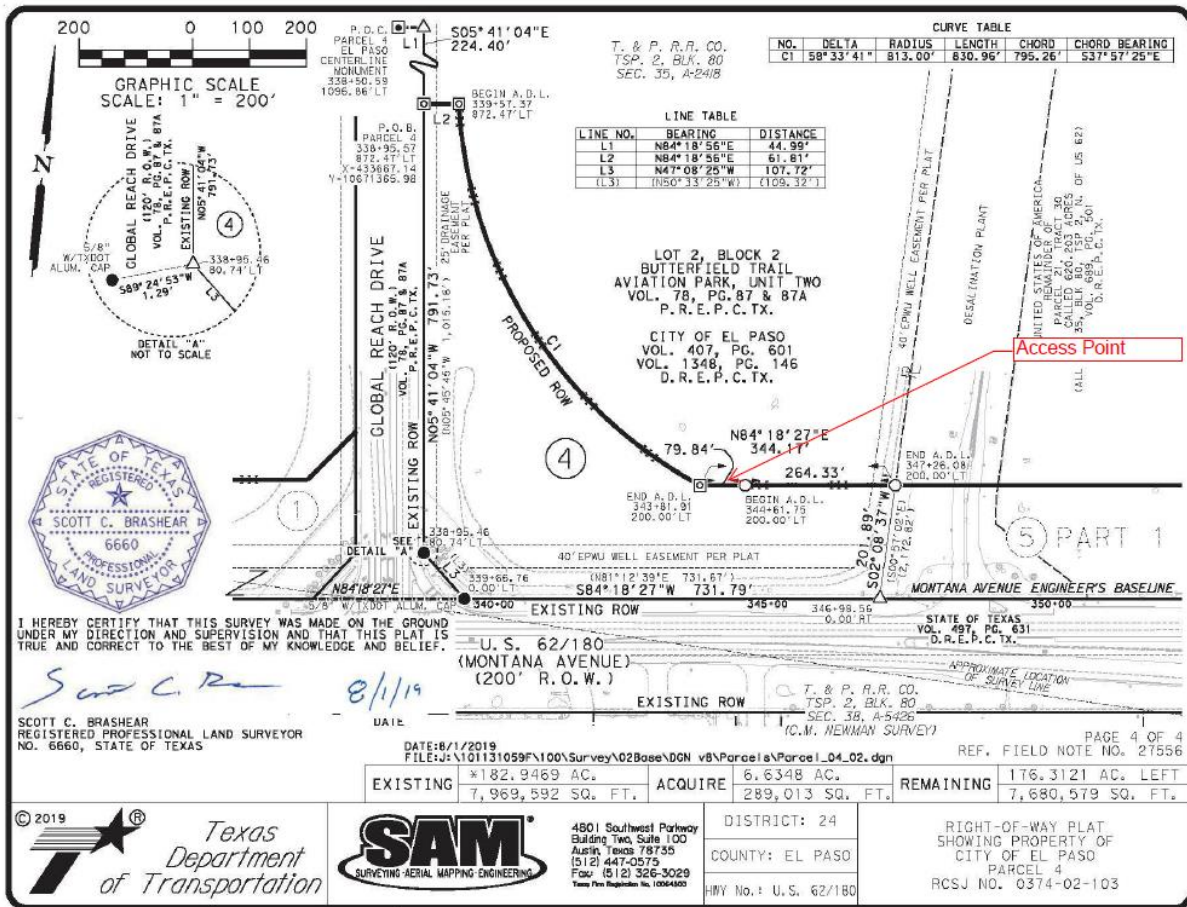
ORDINANCE NO. _____

19-1003-974/1075030/Sale of Property- 6.6348 Acres / OAR



ORDINANCE NO. _____

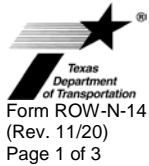
19-1003-974/1075030/Sale of Property- 6.6348 Acres / OAR



ORDINANCE NO. _____

19-1003-974/1075030/Sale of Property- 6.6348 Acres / OAR

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



SPECIAL WARRANTY DEED

TxDOT ROW CSJ: 0374-02-103

TxDOT Parcel ID: 4 (P00012316)

Grantor(s), whether one or more:
THE CITY OF EL PASO

Grantor's Mailing Address (including county):
300 N. Campbell
El Paso, Texas 79901

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
Travis County

Consideration:

The sum of **Two Million, Six Hundred Eighty Thousand, One Hundred Eighty Two Dollars and no/100 Dollars (\$2,680,182.00)** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

The Consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal ED proceedings and the added expenses of litigation.

Property:

All of that certain tract or parcel of land in El Paso County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Grantors do also Waive, Release, Relinquish, and Convey unto the State of Texas that portion of Grantor's abutting property rights of ingress and egress and direct access on and off the Highway Facility as described in Exhibit "A" by lines of access denial

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of El Paso County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.
4. Those items described in the attached Exhibit B.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: **NONE**

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, *by, through, or under Grantors, but not otherwise.*"

EXECUTED on the date(s) of acknowledgment indicated below.

THE CITY OF EL PASO

By _____

Tomas Gonzalez _____

Printed Name

City Manager _____

Title

Acknowledgment

State of Texas

County of El Paso

This instrument was acknowledged before me on _____
by Tomas Gonzalez, City Manager of City of El Paso, Texas.

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

AFTER RECORDING, RETURN TO:
Texas Department of Transportation
Norma Duran
13301 Gateway Boulevard West
El Paso, Texas 7992

EXHIBIT A

County: El Paso
Highway: US 62 / 180 (Montana Avenue)
Limits: FROM: Global Reach
TO: Zaragoza
CCSJ: 0374-02-097
RCSJ: 0374-02-103

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 6.6348 ACRE (289,013 SQ.FT.) PARCEL OF LAND LOCATED IN THE T. & P. R.R. CO. SURVEY, TOWNSHIP NO. 2, BLOCK NO. 80, SECTION NO. 35, ABSTRACT NO. 2418, EL PASO COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK, UNIT TWO, A SUBDIVISION RECORDED IN VOLUME 78, PAGE 87 AND 87A, OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS (P.R.E.P.C.TX.), DESCRIBED IN A DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF EL PASO, RECORDED IN VOLUME 407, PAGE 601, AND IN VOLUME 1348, PAGE 146, OF THE DEED RECORDS OF EL PASO COUNTY, TEXAS (D.R.E.P.C.TX.), SAID 6.6348 ACRE (289,013 SQ.FT.) PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a City of El Paso Centerline Monument found 1,096.86 feet left of Engineer's Baseline Station (E.B.S.) 338+50.59 within the existing right-of-way of Global Reach Drive, a 120-foot wide right-of-way as dedicated to the City of El Paso in said Butterfield Trail Aviation Park, Unit Two;

THENCE N 84°18'56" E, over and across said Global Reach Drive, a distance of 44.99 feet to a calculated point on the existing east right-of-way line of said Global Reach Drive, point being on the west line of said Lot 2;

THENCE S 05°41'04" E, with the west line of said Lot 2 and the existing east right-of-way line of said Global Reach Drive, a distance of 224.40 feet to a Texas Department of Transportation (TxDOT) Type II monument (Surface Coordinates: X=433667.14, Y=10671365.98) set 872.47 feet left of E.B.S. 338+95.57, for the **POINT OF BEGINNING** and the northwest corner of the parcel described herein;

THENCE departing the existing east right-of-way line of said Global Reach Drive, over and across said Lot 2, with the proposed north right-of-way line of US 62/US 180 (Montana Avenue), the following three (3) courses and distances numbered 1-3:

- 1) N 84°18'56" E, a distance of 61.81 feet to a TxDOT Type II monument set 872.47 feet left of E.B.S. 339+57.37, for the PC of a non-tangent curve to the left, and the beginning of a proposed Access Denial Line (A.D.L.);
- 2) With said curve to the left, having a radius of 813.00 feet, through a central angle of 58°33'41", an arc length of 830.96 feet and a chord that bears S 37°57'25" E, a distance of 795.26 feet to a TxDOT Type II monument set 200.00 feet left of E.B.S. 343+81.91, for the end of a proposed A.D.L., and;

- 3) N 84°18'27" E, passing at a distance of 79.84 feet, a 5/8 inch iron rod with a TxDOT aluminum cap set 200.00 feet left of E.B.S. 344+61.75, for the beginning of a proposed A.D.L., and continuing for a total distance of 344.17 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set 200.00 feet left of E.B.S. 347+26.08, for the end of a proposed A.D.L., being the northeast corner of the parcel described herein, said point being on the east line of said Lot 2 and the west line of the remainder of a called 620.203 acre tract of land, Parcel 21, Tract 30, as described in a judgment to the United States of America, recorded in Volume 689, Page 501, D.R.E.P.C.TX.;

4) **THENCE** S 02°08'37" W, with the east line of said Lot 2 and west line of said Parcel 21, a distance of 201.89 feet to a calculated point 0.00 feet right of E.B.S. 346+98.56, for the southeast corner of said Lot 2 and the southwest corner of said Parcel 21, said point being on the existing north right-of-way line of US 62/US 180 (Montana Avenue), a 200-foot wide right-of-way as described to the State of Texas in Volume 497, Page 631, D.R.E.P.C.TX., said point being also the southeast corner of the parcel described herein;

5) **THENCE** S 84°18'27" W, with the south line of said Lot 2 and the existing north right-of-way line of US 62/US 180 (Montana Avenue), a distance of 731.79 feet to a 5/8-inch iron rod with TxDOT aluminum cap found 0.00 feet left of E.B.S. 339+66.76, for the most southerly southwest corner of the parcel described herein, said point being on the existing east right-of-way line of said Global Reach Drive;

THENCE with the west line of said Lot 2 and the existing east right-of-way line of said Global Reach Drive the following two (2) courses and distances numbered 6-7:

- 6) N 47°08'25" W, a distance of 107.72 feet to a calculated point, 80.74 feet left of E.B.S. 338+95.46, from which a 5/8-inch iron rod with a TxDOT aluminum cap found bears S 89°24'53" W, a distance of 1.29 feet, and;
- 7) N 05°41'04" W, a distance of 791.73 feet to the **POINT OF BEGINNING**, and containing 6.6348 acres (289,013 sq. ft.) of land, more or less.

This parcel description is accompanied by a plat of even date.

Bearing Basis:

All bearings shown are based on NAD 83 (2011) Texas State Plane Coordinate System, Central Zone (4203). All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.000231000. All distances are in U.S. Survey feet.

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

SURVEYING AND MAPPING, L.P.
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Tx. Firm No. 10064300



Scott C. Brashear 8/1/19

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660-State of Texas

LEGEND

■	TYPE I CONCRETE MONUMENT FOUND
□	TYPE II CONCRETE MONUMENT FOUND
⊕	TYPE II CONCRETE MONUMENT SET
⊙	1/2" PIPE FOUND UNLESS NOTED
○	5/8" IRON ROD W/TXDOT
⊙	ALUM CAP SET UNLESS NOTED
⊙	5/8" IRON ROD SET WITH "SAM, INC" CAP
⊙	1/2" IRON ROD FOUND UNLESS NOTED
⊙	FENCE POST FOUND UNLESS NOTED
⊗	"X" CUT IN CONCRETE FOUND
⊕	PK NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
---	PROPERTY LINE
()	RECORD INFORMATION
CP	CONTROL POINT
A.D.L.	ACCESS DENIAL LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.E.P.C.TX.	DEED RECORDS OF EL PASO COUNTY, TEXAS
O.R.E.P.C.TX.	OFFICIAL RECORDS OF EL PASO COUNTY, TEXAS
P.R.E.P.C.TX.	PLAT RECORDS OF EL PASO COUNTY, TEXAS
R.P.R.E.P.C.TX.	REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS
O.P.R.E.P.C.TX.	OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS
O.P.R.R.E.P.C.TX.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY, TEXAS
-I-I-	ACCESS DENIAL LINE (ADL)
---	DISTANCE NOT TO SCALE
---	DEED LINE (COMMON OWNERSHIP)
---	APPROXIMATE LOCATION OF SURVEY LINE

NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83 (2011) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000231000.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF A TITLE REPORT BY STEWART TITLE COMPANY DATED FEBRUARY 27, 2013. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
- US 62/180 (MONTANA AVENUE) ENGINEER'S CENTERLINE ALIGNMENT WAS RECEIVED BY SAM ON OCTOBER 21, 2015, FROM TXDOT.
- ACCESS IS PROHIBITED ACROSS "ACCESS DENIAL LINE" TO THE TRANSPORTATION FACILITY FROM THE ADJACENT PROPERTY.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN AERIAL & ON-THE-GROUND SURVEY BY SAM ON MAY, 2015. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.

* THE ACREAGE OF THE PARENT TRACT WAS CALCULATED BY SAM, LLC USING RECORDED INSTRUMENTS AND IS NOT BASED ON FIELD DIMENSIONS.

DATE: 8/1/2019

FILE: J:\101131059F\100\Survey\02Base\DGN v8\Parcels\Parcel_04_01.dgn

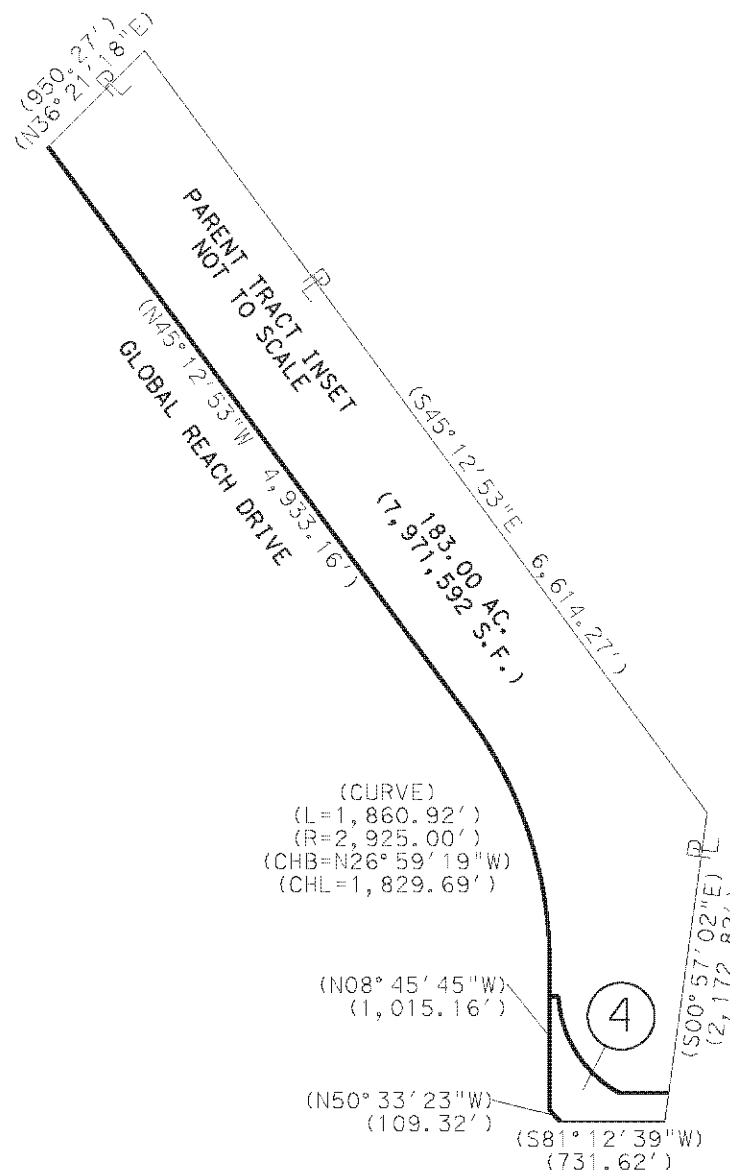
EXISTING	*182.9469 AC. 7,969,592 SQ. FT.	ACQUIRE	6.6348 AC. 289,013 SQ. FT.	REMAINING	176.3121 AC. LEFT 7,680,579 SQ. FT.
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

DISTRICT: 24
COUNTY: EL PASO
HWY No.: IH 10

RIGHT-OF-WAY PLAT
SHOWING PROPERTY OF
CITY OF EL PASO
PARCEL 4
RCSJ NO. 0374-02-103



U.S. 62/180 (MONTANA AVENUE)

PAGE 3 OF 4
REF. FIELD NOTE NO. 27556

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'

P.O.C.
PARCEL 4
EL PASO
CENTERLINE
MONUMENT
338+50.59
1096.86' LT

S05° 41' 04" E
224.40'

T. & P. R.R. CO.
TSP. 2, BLK. 80
SEC. 35, A-2418

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	58° 33' 41"	813.00'	830.96'	795.26'	S37° 57' 25" E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N84° 18' 56" E	44.99'
L2	N84° 18' 56" E	61.81'
L3	N47° 08' 25" W	107.72'
(L3)	(N50° 33' 25" W)	(109.32')

LOT 2, BLOCK 2
BUTTERFIELD TRAIL
AVIATION PARK, UNIT TWO
VOL. 78, PG. 87 & 87A
P.R.E.P.C. TX.

CITY OF EL PASO
VOL. 407, PG. 601
VOL. 1348, PG. 146
D.R.E.P.C. TX.

UNITED STATES OF AMERICA
REMAINDER OF
PARCEL 21, TRACT 30
CALLED 620.203 ACRES
CALLED SEC 35, BLK 80, TSP 2, N. OF US 62
VOL. 689, PG. 501
D.R.E.P.C. TX.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND
UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear
8/1/19
SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE: 8/1/2019

FILE: J:\101131059F\100\Survey\02Base\DGN v8\Parcels\Parcel_04_02.dgn

PAGE 4 OF 4
REF. FIELD NOTE NO. 27556

EXISTING	*182.9469 AC. 7,969,592 SQ. FT.	ACQUIRE	6.6348 AC. 289,013 SQ. FT.	REMAINING	176.3121 AC. LEFT 7,680,579 SQ. FT.
----------	------------------------------------	---------	-------------------------------	-----------	--



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Building Two, Suite 100
Austin, Texas 78735
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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

DISTRICT: 24
COUNTY: EL PASO
HWY No.: U.S. 62/180

RIGHT-OF-WAY PLAT
SHOWING PROPERTY OF
CITY OF EL PASO
PARCEL 4
RCSJ NO. 0374-02-103

EXHIBIT B EXCEPTONS

1. The following restrictive covenants of record itemized below (We must either insert specific recording date or delete this exception.):

Those recorded in [Volume 1348, Page 146](#), [Volume 1361, Page 473](#) and [Volume 257, Page 1394](#), amended in [Volume 297, Page 894](#) and those in [Volume 407, Page 601](#), and [Clerk's File No. 20200101641](#), Real Property Records of El Paso County, Texas.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2019 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a) Rights of parties in possession. (Owner Title Policy only)
 - b) Drainage and utility easements as shown on plat, including easements for overhang of service wires for pole type utilities and buried service wires, conduits, and pipes for underground utilities, as dedicated on the plat, recorded in [Volume 78, Pages 87 and 87A](#), Plat Records of El Paso County, Texas, and [Clerk's File No. 20200101637](#), Real Property Records of El Paso County, Texas.
 - c) Easement for right-of-way to THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY and THE EL PASO ELECTRIC COMPANY, dated 05/30/1944, as set out in Quitclaim Deed filed on 06/28/1957, recorded in [Volume 1348, Page 146](#), Real Property Records of El Paso County, Texas.
 - d) A 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Monitor (U.S. signal) reserved unto the UNITED STATES OF AMERICA, as set out in Indenture filed on 07/11/1969, recorded in [Volume 257, Page 1394](#), Real Property Records of El Paso County, Texas.
 - e) A 50-year right-of-way easement No. DA-29-005-ENG-3156 for a 16" pipeline covering 26.90 acres granted to THE EL PASO NATURAL GAS COMPANY, dated 11/20/1961, as cited in Deed without Warranty filed on 06/16/1970, recorded in [Volume 298, Page 1349](#), Real Property Records of El Paso County, Texas.
 - f) A 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Monitor (U.S. signal) reserved unto the UNITED STATES OF AMERICA, as set out in Deed without Warranty filed on 06/16/1970, recorded in [Volume 298, Page 1349](#), Real Property Records of El Paso County, Texas.
 - g) Easement to EL PASO ELECTRIC COMPANY, recorded in [Volume 329, Page 893](#), Real Property Records of El Paso County, Texas.
 - h) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
 - i) Terms, conditions, stipulations, reservations, and restrictions of Indenture between THE UNITED STATES OF AMERICA and THE CITY OF EL PASO dated 07/08/1969, recorded in [Volume 257, Page 1394](#), amended in [Volume 297, Page 894](#), Real Property Records of El Paso County, Texas.
 - j) Terms, conditions and stipulations of Ordinance No. 18386, dated July 14, 2015 and filed on August 13, 2015 under [Clerk's File No. 20150056944](#), Real Property Records, El Paso County, Texas.



EL PASO

INTERNATIONAL AIRPORT



An Update From
**THE BEST AIRPORT
IN NORTH AMERICA**

JUNE 2021



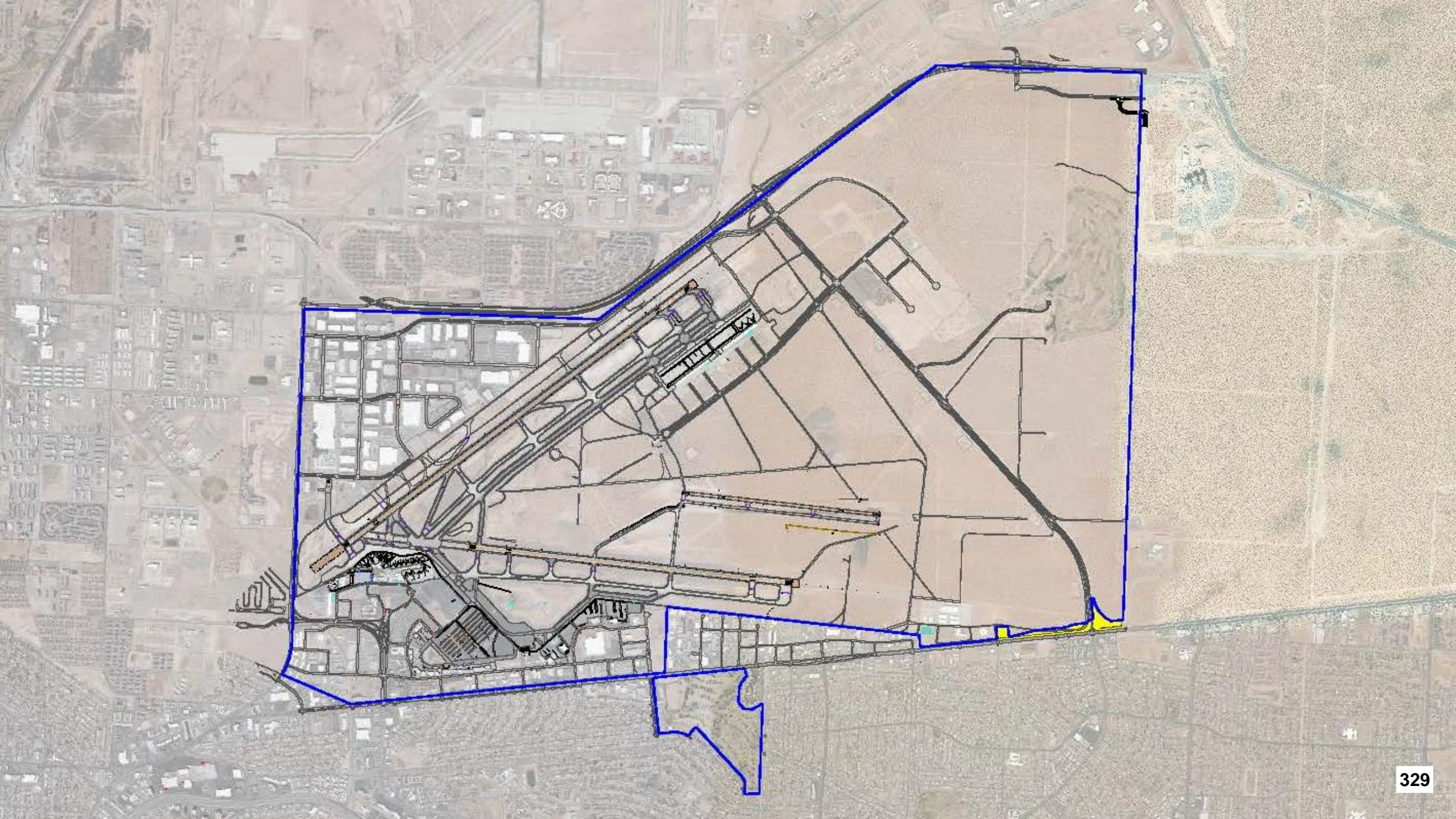
Vision Block

Vibrant Regional Economy

Goals 1&3

- Goal 1. Cultivate an Environment Conducive to Strong, Economic Development
 - 1.1 Stabilize and expand El Paso's tax base
 - Airport Development
 - 1.4 Grow the core business of air transportation
 - Expand Airport Development





6.6348 acres

\$2,680,182

10.452 acres

\$3,893,309

PROPOSED
RETENTION BASIN
APPROX. 300' X 300'

PROPOSED
MONTANA AVE
UNDERPASS
at GLOBAL REACH





EL PASO

INTERNATIONAL AIRPORT



An Update From
**THE BEST AIRPORT
IN NORTH AMERICA**

JUNE 2021



Legislation Text

File #: 21-570, 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

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to the State of Texas, acting by and through the Texas Transportation Commission, for the purchase price of \$3,893,309. Such real property legally described as parcel of land containing 10.452 acres situated in Section No. 34, Abstract No. 3746, (C.M. Newman Survey), Section No. 35, Abstract No. 2418, , Section No. 38, Abstract No. 5426, and Section No. 39, Abstract No. 2406 (C.M. Newman Survey), Block No. 80, Township No. 2, T. & P. R.R. Co. Surveys, El Paso County, Texas, same being out of and a part of Lot 2, Block 1, Butterfield Trail Aviation Park, Unit Two, an addition to the City of El Paso, according to the plat thereof recorded in Volume 78, Page 87, of the Plat Records Of El Paso County, Texas (P.R.E.P.C.Tx.), and being out of and a part of that certain tract described in deed from the United States Of America to the City Of El Paso, of record in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records Of El Paso County, Texas (D.R. E. P. C. TX).

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

AGENDA DATE: May 25, 2021
PUBLIC HEARING DATE: June 8, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., CM, Director of Aviation
915-212-7301

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1: Create an Environment Conducive to Strong, Sustainable Economic Development
No. 3: Promote the Visual Image of El Paso
No. 7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL:

SUBJECT:

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to the State of Texas, acting by and through the Texas Transportation Commission, for the purchase price of \$3,893,309. Such real property legally described as parcel of land containing 10.452 acres situated in Section No. 34, Abstract No. 3746, (C.M. Newman Survey), Section No. 35, Abstract No. 2418, , Section No. 38, Abstract No. 5426, and Section No. 39, Abstract No. 2406 (C.M. Newman Survey), Block No. 80, Township No. 2, T. & P. R.R. Co. Surveys, El Paso County, Texas, same being out of and a part of Lot 2, Block 1, Butterfield Trail Aviation Park, Unit Two, an addition to the City of El Paso, according to the plat thereof recorded in Volume 78, Page 87, of the Plat Records Of El Paso County, Texas (P.R.E.P.C.Tx.), and being out of and a part of that certain tract described in deed from the United States Of America to the City Of El Paso, of record in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records Of El Paso County, Texas (D.R.E.P.C.TX).

BACKGROUND / DISCUSSION:

TxDOT is in the process of widening Montana Avenue into a six-lane freeway. This project requires a portion of Airport-owned property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Aviation
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

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

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS TRANSPORTATION COMMISSION, FOR THE PURCHASE PRICE OF \$3,893,309. SUCH REAL PROPERTY LEGALLY DESCRIBED AS PARCEL OF LAND CONTAINING 10.452 ACRES SITUATED IN SECTION NO. 34, ABSTRACT NO. 3746, (C.M. NEWMAN SURVEY), SECTION NO. 35, ABSTRACT NO. 2418, SECTION NO. 38, ABSTRACT NO. 5426, AND SECTION NO. 39, ABSTRACT NO. 2406 (C.M. NEWMAN SURVEY), BLOCK NO. 80, TOWNSHIP NO. 2, T. & P. R.R. CO. SURVEYS, EL PASO COUNTY, TEXAS, SAME BEING OUT OF AND A PART OF LOT 2, BLOCK 1, BUTTERFIELD TRAIL AVIATION PARK, UNIT TWO, AN ADDITION TO THE CITY OF EL PASO, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 78, PAGE 87, OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS (P.R.E.P.C.TX.), AND BEING OUT OF AND A PART OF THAT CERTAIN TRACT DESCRIBED IN DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF EL PASO, OF RECORD IN VOLUME 407, PAGE 601, AND IN VOLUME 1348, PAGE 146, OF THE DEED RECORDS OF EL PASO COUNTY, TEXAS (D.R.E.P.C.TX.).

WHEREAS, Chapter 3(c) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, Chapter 272 of the Texas Local Government Code allows a municipality to sell real property without notice and bidding requirements provided that the sale not be for less than fair market value as determined by an appraisal and the real property interest is conveyed to a governmental entity that has the power of eminent domain; and

WHEREAS, the Texas Department of Transportation has obtained an appraisal for the property the subject of this Agreement; and

WHEREAS, the Grantee is a governmental entity that has the power of eminent domain.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described **a parcel of land containing 10.452 acres situated in Section No. 34, Abstract No. 3746, (C.M. Newman Survey), Section No. 35, Abstract No. 2418, , Section No. 38, Abstract No. 5426, and Section No. 39, Abstract No. 2406 (C.M. Newman Survey), Block No. 80, Township No. 2, T. & P. R.R. Co. Surveys, El Paso County, Texas, same being out of and a part of Lot 2, Block 1, Butterfield Trail Aviation Park, Unit Two, an addition to the**

ORDINANCE NO. _____

City of El Paso, according to the plat thereof recorded in Volume 78, Page 87, of the Plat Records Of El Paso County, Texas (P.R.E.P.C.Tx.), and being out of and a part of that certain tract described in deed from the United States Of America to the City Of El Paso, of record in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records Of El Paso County, Texas (D.R.E.P.C.TX.) more specifically depicted and described in the attached Exhibit A for the purchase price of \$3,893,309. Further, the City Manager or designee is authorized to: (1) execute a deed and any other documents required by the State of Texas for the sale of the property, (2) sign any and all documents related and/or necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in any documents signed by the City Manager or designee.

PASSED AND APPROVED this _____ day of _____ 2021.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
Municipal Clerk

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT



Samuel Rodriguez, P.E.
Director of Aviation

ORDINANCE NO. _____

Exhibit A

Parcel 1
Page 1 of 11
September 4, 2019
Rev. September 23,
2019

Exhibit A

County: El Paso
Highway: US 62/180 (Montana Avenue)
Limits: From: Global Reach Dr.
To: FM 659 (Zaragoza Rd.)
CCSJ: 0374-02-097
RCSJ: 0374-02-103

Field Notes for Parcel 1

All that certain tract or parcel of land containing 10.452 acres situated in Section No. 34, Abstract No. 3746, (C.M. Newman Survey), Section No. 35, Abstract No. 2418, , Section No. 38, Abstract No. 5426, and Section No. 39, Abstract No. 2406 (C.M. Newman Survey), Block No. 80, Township No. 2, T. & P. R.R. Co. Surveys, El Paso County, Texas, same being out of and a part of Lot 2, Block 1, Butterfield Trail Aviation Park, Unit Two, an addition to the City of El Paso, according to the plat thereof recorded in Volume 78, Page 87, of the Plat Records Of El Paso County, Texas (P.R.E.P.C.Tx.), and being out of and a part of that certain tract described in deed from the United States Of America to the City Of El Paso, of record in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records Of El Paso County, Texas (D.R.E.P.C.TX.), and also being more particularly described in two (2) parts as follows:

Part 1

Commencing at a 5/8-inch iron rod found 72.05 feet left of Engineer's Baseline Station (E.B.S.) 290+32.10 at the northwest corner of Lot 2, same being on the existing north right-of-way of US62/180 (Montana Avenue, 200 feet wide), a strip of land described in deed to the County of El Paso Volume 497, Page 630, D.R.E.P.C.TX., thence N 84°18'27" E,

ORDINANCE NO. _____

19-1003-974/1075029/Sale of Property- 10.452 acres / OAR

with the south line of Lot 2 and the existing north right-of-way of US62/180, 1,658.83 feet to a Texas Department of Transportation (TXDOT) Type II brass cap monument found for the **Point of Beginning** (surface coordinates: x=430,566.48, y=10,670,180.10) 72.28 feet left of E.B.S. 306+90.91;

1. Thence departing the existing north right-of-way of US62/180, over and across Lot 2, and with the proposed north right-of-way of US62/180 the following ten (10) courses and distances:

- 1) N 05°41'04" W, a distance of 9.04 feet to a TXDOT Type II monument found for the beginning of an Access Denial Line (ADL) 81.32 feet left of E.B.S. 306+90.91;
- 2) N 82°04'18" E, at 485.76 feet pass a 5/8-inch iron rod with TXDOT aluminum cap found 100.25 feet left of E.B.S. 311+76.30, continuing in all a distance of 816.01 feet to a TXDOT Type II monument found 111.38 feet left of E.B.S. 315+08.08;
- 3) N 76°10'58" E, at 465.07 feet pass a 5/8-inch iron rod with a TXDOT A.D.L. aluminum cap found 162.19 feet left of E.B.S. 319+74.91 and the end of the proposed A.D.L., continuing in all a distance of 731.77 feet to a TXDOT Type II monument found 184.92 feet left of E.B.S. 322+42.39;
- 4) N 83°04'07" E, at 307.10 feet pass a 5/8-inch iron rod with a TXDOT A.D.L. aluminum cap found 173.42 feet left of E.B.S. 325+48.72 and the beginning of a proposed A.D.L., continuing in all a distance of 656.86 feet to a TXDOT Type II monument found 165.63 feet left of E.B.S. 328+94.25 and the end of the proposed A.D.L.;

ORDINANCE NO. _____

- 5) S 89°28'25" E, a distance of 83.68 feet to a TXDOT Type II monument found 154.18 feet left of E.B.S. 329+76.21;
 - 6) N 84°20'14" E, at 59.28 feet pass a 5/8-inch iron rod with a TXDOT A.D.L. aluminum cap found 152.74 feet left of E.B.S. 330+34.91 and the beginning of a proposed A.D.L., continuing in all a distance of 147.17 feet to a TXDOT Type II monument found 151.06 feet left of E.B.S. 331+21.77;
 - 7) N 66°38'14" E, a distance of 142.24 feet to a TXDOT Type II monument found 192.78 feet left of E.B.S. 332+56.12;
 - 8) N 77°57'24" E, a distance of 157.98 feet to a TXDOT Type II monument found 210.00 feet left of E.B.S. 334+11.98;
 - 9) N 84°18'27" E, a distance of 278.48 feet to a TXDOT Type II monument found 210.00 feet left of E.B.S. 336+90.46;
 - 10) N 39°18'41" E, a distance of 120.21 feet to a TXDOT Type II monument found 295.00 feet left of E.B.S. 337+75.47, same being on the east line of Lot 2 and the existing west right-of-way of Global Reach Drive, a 120-foot wide right-of-way dedicated to the City of El Paso by the Butterfield Trail Aviation Park, Unit Two plat, and being the end of the proposed A.D.L.;
2. Thence with the east line of said Lot 2 and the existing west right-of-way of said Global Reach Drive the following two (2) courses and distances:
- 1) S 05°41'04" E, a distance of 214.24 feet to a calculated point 80.76 feet left of E.B.S. 337+75.46,

ORDINANCE NO. _____

- 2) S 37°16'45" W, a distance of 110.38 feet to a 1/2-inch iron rod found on the existing north right-of-way of US62/180 (Montana Avenue, 200 feet wide) and the south line of Lot 2;
- 3) Thence S 84°18'27" W, with the south line of said Lot 2 and the existing north right-of-way of US62/180, a distance of 3,007.64 feet to the **Point of Beginning**, and containing 8.111 acres of land, more or less in Part 1.

Part 2

Commencing at a 5/8-inch iron rod found 72.05 feet left of Engineer's Baseline Station (E.B.S.) 290+32.10 at the northwest corner of Lot 2, same being on the existing north right-of-way of US62/80 (Montana Avenue, 200 feet wide), a strip of land described in deed to the County of El Paso Volume 497, Page 630, D.R.E.P.C.TX., thence N 84°18'27" E, 1,658.83 feet, thence N 05°41'04" W, 9.04 feet, thence N 82°04'18"E, 485.76 feet to a 5/8-inch iron rod with TXDOT aluminum cap found for the **Point of Beginning** (surface coordinates: x=431373.808 y=10670301.656,) 100.25 feet left of E.B.S. 311+76.32;

1. Thence N 05°38'51" W, a distance of 315.61 feet to a 5/8-inch iron rod with TXDOT aluminum cap found;
2. Thence N 84°21'07" E, a distance of 330.00 feet to a 5/8-inch iron rod with TXDOT aluminum cap found;
3. Thence S 05°38'51" E, a distance of 302.47 feet to a TXDOT Type II monument found;


ORDINANCE NO. _____

19-1003-974/1075029/Sale of Property- 10.452 acres / OAR

Parcel 1
Page 5 of 11
September 4, 2019
Rev. September 23,
2019

4. Thence S 82°07'14" W, a distance of 330.26 feet to the **Point of Beginning**, and containing 2.341 acres, more or less in Part 2, and a total area of 10.452 acres, more or less, in two (2) parts.

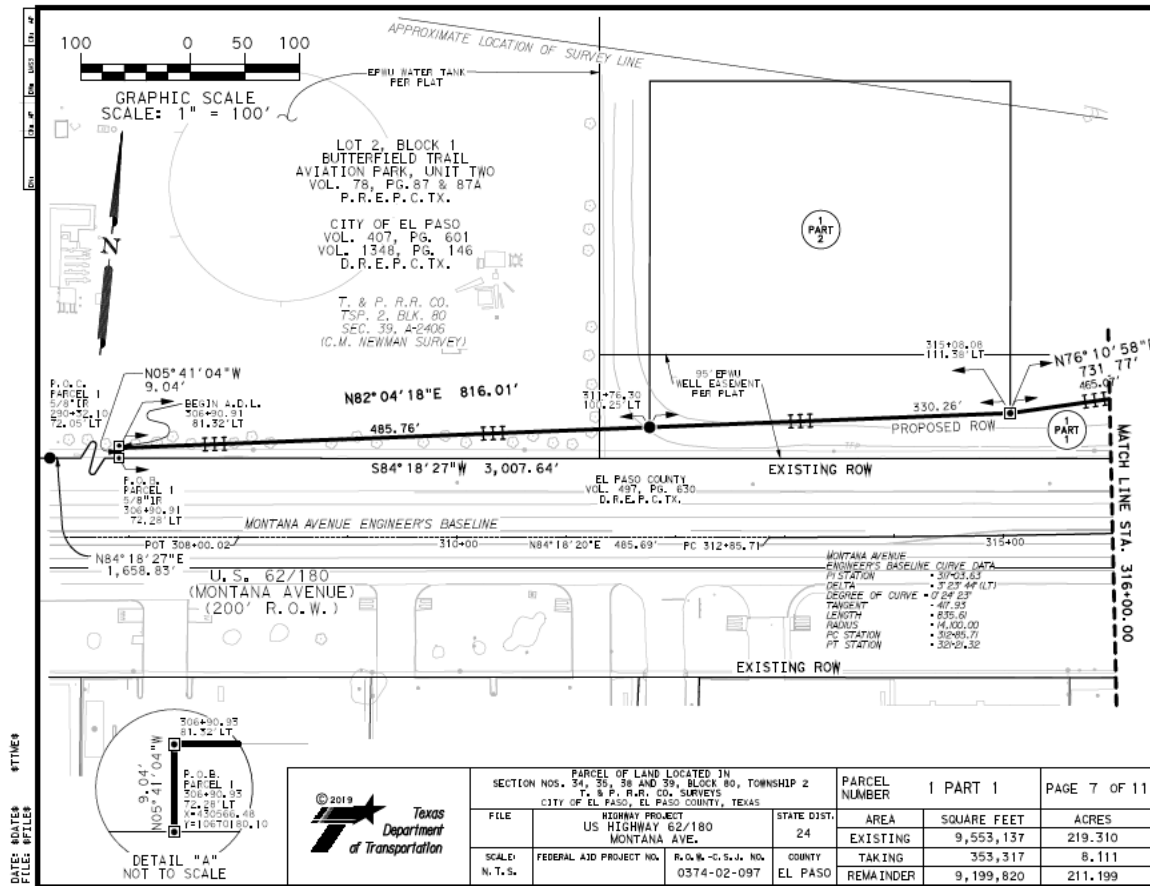
I hereby certify that this description and the accompanying plats are a true and correct representation of a survey performed under my supervision during the month of July, 2019.


Michael M. Ivey
Registered Professional Land Surveyor
Texas Registration No.: 4156
September 23, 2019



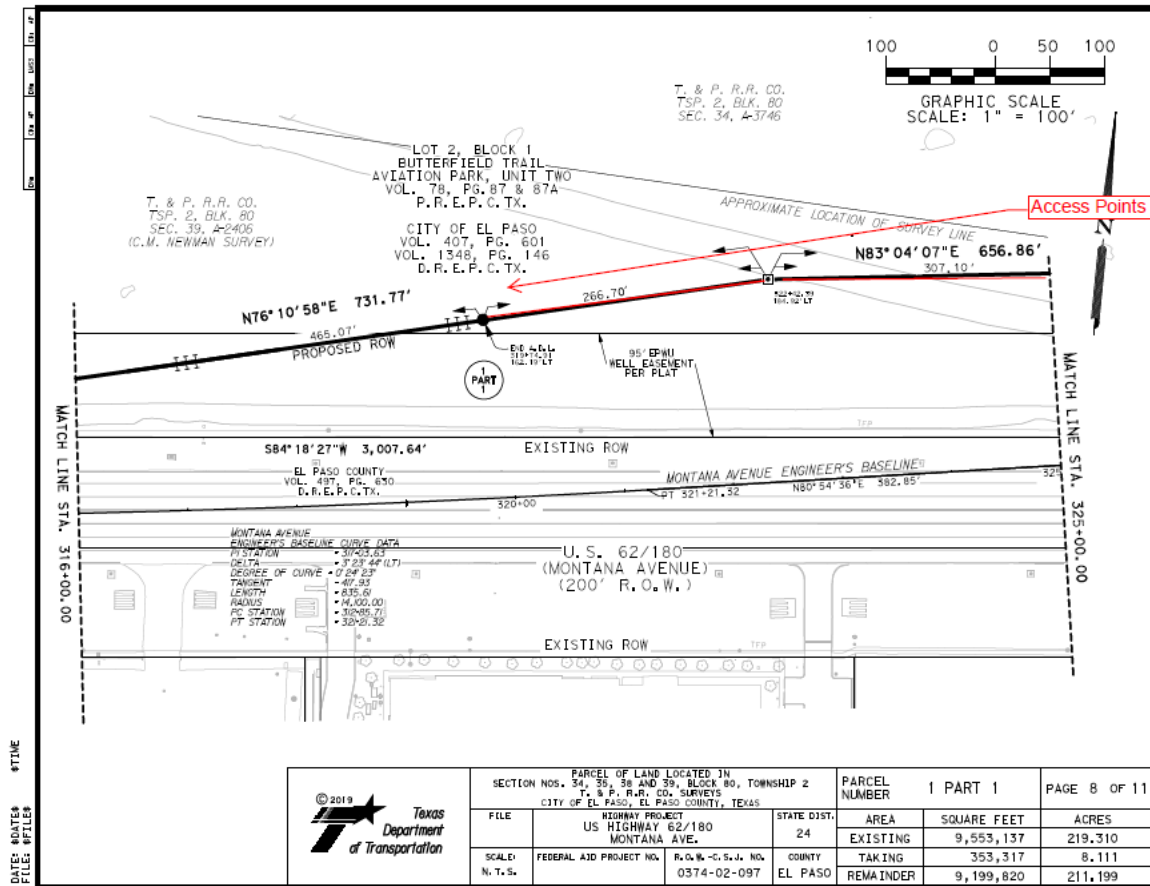
ORDINANCE NO. _____

19-1003-974/1075029/Sale of Property- 10.452 acres / OAR



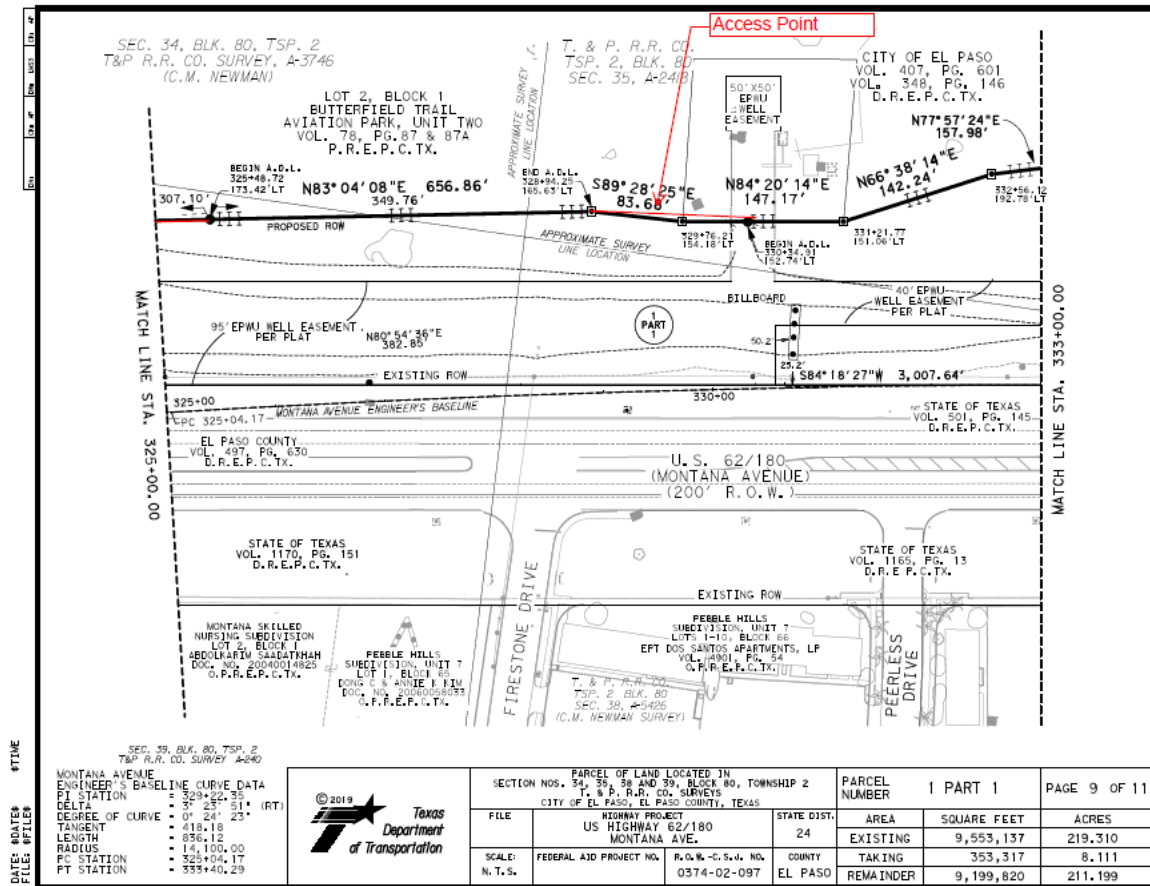
ORDINANCE NO. _____

19-1003-974/1075029/Sale of Property- 10.452 acres / OAR



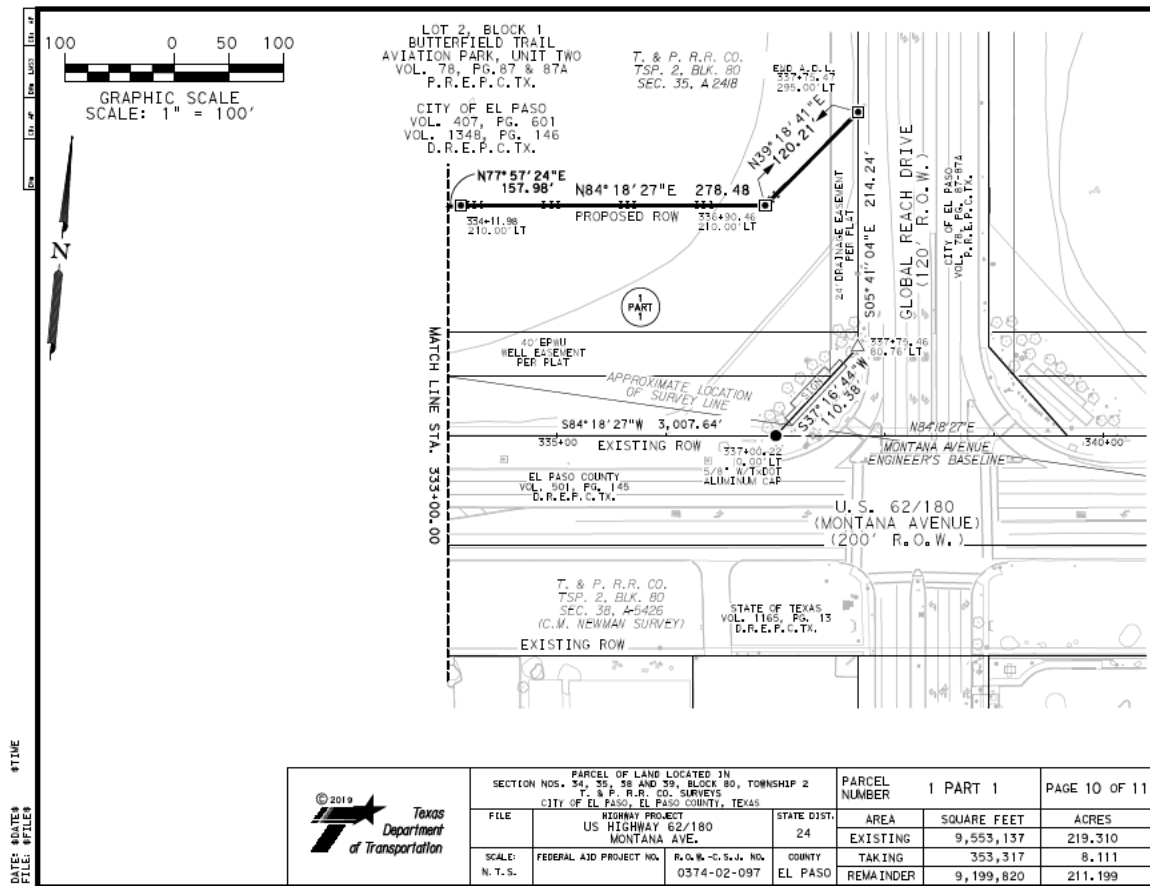
ORDINANCE NO. _____

19-1003-974/1075029/Sale of Property- 10.452 acres / OAR



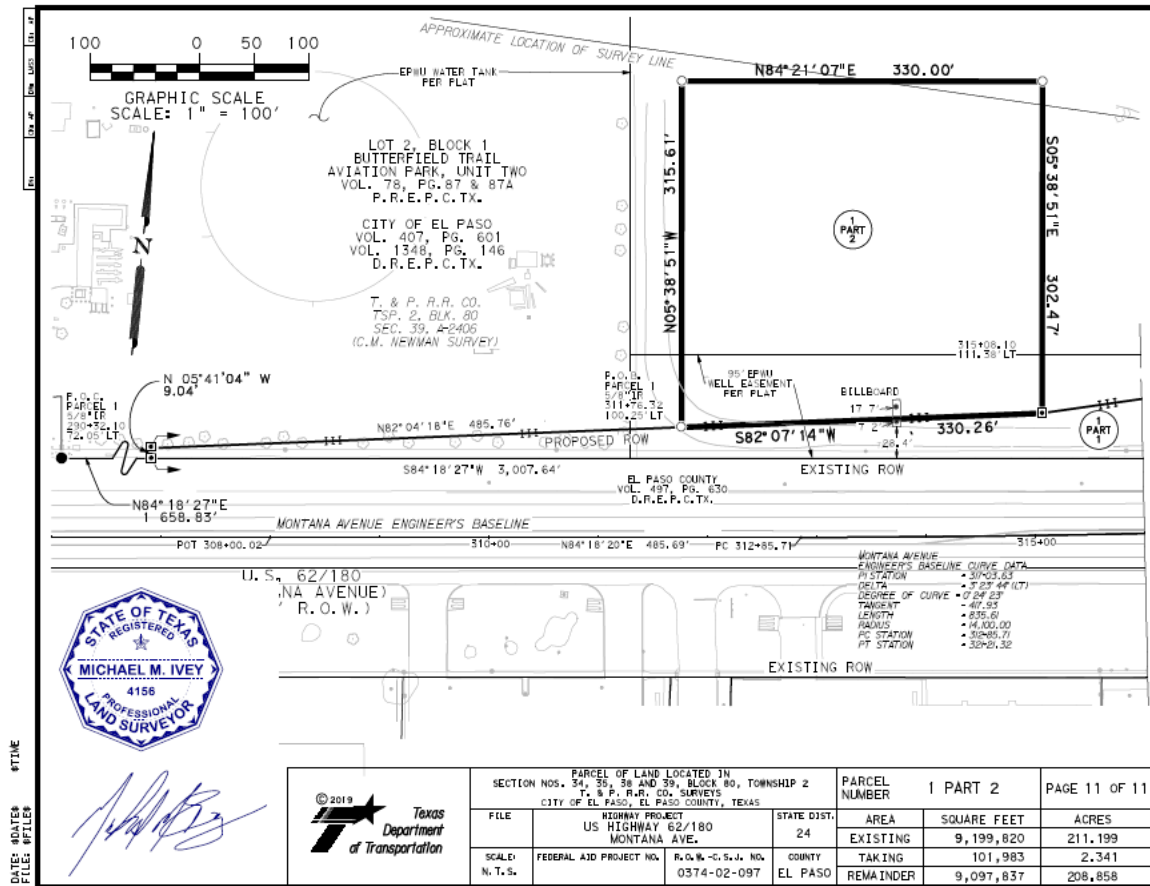
ORDINANCE NO. _____

19-1003-974/1075029/Sale of Property- 10.452 acres / OAR



ORDINANCE NO. _____

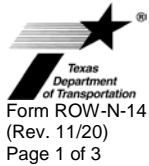
19-1003-974/1075029/Sale of Property- 10.452 acres / OAR



ORDINANCE NO. _____

19-1003-974/1075029/Sale of Property- 10.452 acres / OAR

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



SPECIAL WARRANTY DEED

TxDOT ROW CSJ: 0374-02-103

TxDOT Parcel ID: 1 (P00012316)

Grantor(s), whether one or more:
THE CITY OF EL PASO

Grantor's Mailing Address (including county):
300 N. Campbell
El Paso, Texas 79901

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
Travis County

Consideration:

The sum of **Three Million, Eight Hundred Ninety Three Thousand, Three Hundred Nine Dollars and no/100 Dollars (\$3,893,309.00)** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

The Consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal ED proceedings and the added expenses of litigation.

Property:

All of that certain tract or parcel of land in El Paso County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Grantors do also Waive, Release, Relinquish, and Convey unto the State of Texas that portion of Grantor's abutting property rights of ingress and egress and direct access on and off the Highway Facility as described in Exhibit "A" by lines of access denial

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of El Paso County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.
4. Those items described in the attached Exhibit B.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: **NONE**

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, *by, through, or under Grantors, but not otherwise.*

EXECUTED on the date(s) of acknowledgment indicated below.

THE CITY OF EL PASO

By _____

Tomas Gonzalez _____

Printed Name

City Manager _____

Title

Acknowledgment

State of Texas

County of El Paso

This instrument was acknowledged before me on _____
by Tomas Gonzalez, City Manager of City of El Paso, Texas.

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

AFTER RECORDING, RETURN TO:
Texas Department of Transportation
Norma Duran
13301 Gateway Boulevard West
El Paso, Texas 7992

Exhibit A

County: El Paso
Highway: US 62/180 (Montana Avenue)
Limits: From: Global Reach Dr.
To: FM 659 (Zaragoza Rd.)
CCSJ: 0374-02-097
RCSJ: 0374-02-103

Field Notes for Parcel 1

All that certain tract or parcel of land containing 10.452 acres situated in Section No. 34, Abstract No. 3746, (C.M. Newman Survey), Section No. 35, Abstract No. 2418, , Section No. 38, Abstract No. 5426, and Section No. 39, Abstract No. 2406 (C.M. Newman Survey), Block No. 80, Township No. 2, T. & P. R.R. Co. Surveys, El Paso County, Texas, same being out of and a part of Lot 2, Block 1, Butterfield Trail Aviation Park, Unit Two, an addition to the City of El Paso, according to the plat thereof recorded in Volume 78, Page 87, of the Plat Records Of El Paso County, Texas (P.R.E.P.C.Tx.), and being out of and a part of that certain tract described in deed from the United States Of America to the City Of El Paso, of record in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records Of El Paso County, Texas (D.R.E.P.C.TX.), and also being more particularly described in two (2) parts as follows:

Part 1

Commencing at a 5/8-inch iron rod found 72.05 feet left of Engineer's Baseline Station (E.B.S.) 290+32.10 at the northwest corner of Lot 2, same being on the existing north right-of-way of US62/180 (Montana Avenue, 200 feet wide), a strip of land described in deed to the County of El Paso Volume 497, Page 630, D.R.E.P.C.TX., thence N 84°18'27" E,

with the south line of Lot 2 and the existing north right-of-way of US62/180, 1,658.83 feet to a Texas Department of Transportation (TXDOT) Type II brass cap monument found for the **Point of Beginning** (surface coordinates: x=430,566.48, y=10,670,180.10) 72.28 feet left of E.B.S. 306+90.91;

1. Thence departing the existing north right-of-way of US62/180, over and across Lot 2, and with the proposed north right-of-way of US62/180 the following ten (10) courses and distances:

- 1) N 05°41'04" W, a distance of 9.04 feet to a TXDOT Type II monument found for the beginning of an Access Denial Line (ADL) 81.32 feet left of E.B.S. 306+90.91;
- 2) N 82°04'18" E, at 485.76 feet pass a 5/8-inch iron rod with TXDOT aluminum cap found 100.25 feet left of E.B.S. 311+76.30, continuing in all a distance of 816.01 feet to a TXDOT Type II monument found 111.38 feet left of E.B.S. 315+08.08;
- 3) N 76°10'58" E, at 465.07 feet pass a 5/8-inch iron rod with a TXDOT A.D.L. aluminum cap found 162.19 feet left of E.B.S. 319+74.91 and the end of the proposed A.D.L., continuing in all a distance of 731.77 feet to a TXDOT Type II monument found 184.92 feet left of E.B.S. 322+42.39;
- 4) N 83°04'07" E, at 307.10 feet pass a 5/8-inch iron rod with a TXDOT A.D.L. aluminum cap found 173.42 feet left of E.B.S. 325+48.72 and the beginning of a proposed A.D.L., continuing in all a distance of 656.86 feet to a TXDOT Type II monument found 165.63 feet left of E.B.S. 328+94.25 and the end of the proposed A.D.L.;

- 5) S 89°28'25" E, a distance of 83.68 feet to a TXDOT Type II monument found 154.18 feet left of E.B.S. 329+76.21;
 - 6) N 84°20'14" E, at 59.28 feet pass a 5/8-inch iron rod with a TXDOT A.D.L. aluminum cap found 152.74 feet left of E.B.S. 330+34.91 and the beginning of a proposed A.D.L., continuing in all a distance of 147.17 feet to a TXDOT Type II monument found 151.06 feet left of E.B.S. 331+21.77;
 - 7) N 66°38'14" E, a distance of 142.24 feet to a TXDOT Type II monument found 192.78 feet left of E.B.S. 332+56.12;
 - 8) N 77°57'24" E, a distance of 157.98 feet to a TXDOT Type II monument found 210.00 feet left of E.B.S. 334+11.98;
 - 9) N 84°18'27" E, a distance of 278.48 feet to a TXDOT Type II monument found 210.00 feet left of E.B.S. 336+90.46;
 - 10) N 39°18'41" E, a distance of 120.21 feet to a TXDOT Type II monument found 295.00 feet left of E.B.S. 337+75.47, same being on the east line of Lot 2 and the existing west right-of-way of Global Reach Drive, a 120-foot wide right-of-way dedicated to the City of El Paso by the Butterfield Trail Aviation Park, Unit Two plat, and being the end of the proposed A.D.L.;
2. Thence with the east line of said Lot 2 and the existing west right-of-way of said Global Reach Drive the following two (2) courses and distances:
- 1) S 05°41'04" E, a distance of 214.24 feet to a calculated point 80.76 feet left of E.B.S. 337+75.46,

- 2) S 37°16'45" W, a distance of 110.38 feet to a 1/2-inch iron rod found on the existing north right-of-way of US62/180 (Montana Avenue, 200 feet wide) and the south line of Lot 2;
- 3) Thence S 84°18'27" W, with the south line of said Lot 2 and the existing north right-of-way of US62/180, a distance of 3,007.64 feet to the **Point of Beginning**, and containing 8.111 acres of land, more or less in Part 1.

Part 2

Commencing at a 5/8-inch iron rod found 72.05 feet left of Engineer's Baseline Station (E.B.S.) 290+32.10 at the northwest corner of Lot 2, same being on the existing north right-of-way of US62/80 (Montana Avenue, 200 feet wide), a strip of land described in deed to the County of El Paso Volume 497, Page 630, D.R.E.P.C.TX., thence N 84°18'27" E, 1,658.83 feet, thence N 05°41'04" W, 9.04 feet, thence N 82°04'18"E, 485.76 feet to a 5/8-inch iron rod with TXDOT aluminum cap found for the **Point of Beginning** (surface coordinates: x=431373.808 y=10670301.656,) 100.25 feet left of E.B.S. 311+76.32;

1. Thence N 05°38'51" W, a distance of 315.61 feet to a 5/8-inch iron rod with TXDOT aluminum cap found;
2. Thence N 84°21'07" E, a distance of 330.00 feet to a 5/8-inch iron rod with TXDOT aluminum cap found;
3. Thence S 05°38'51" E, a distance of 302.47 feet to a TXDOT Type II monument found;

4. Thence S 82°07'14" W, a distance of 330.26 feet to the **Point of Beginning**, and containing 2.341 acres, more or less in Part 2, and a total area of 10.452 acres, more or less, in two (2) parts.

I hereby certify that this description and the accompanying plats are a true and correct representation of a survey performed under my supervision during the month of July, 2019.


Michael M. Ivey

Registered Professional Land Surveyor

Texas Registration No.: 4156

September 23, 2019

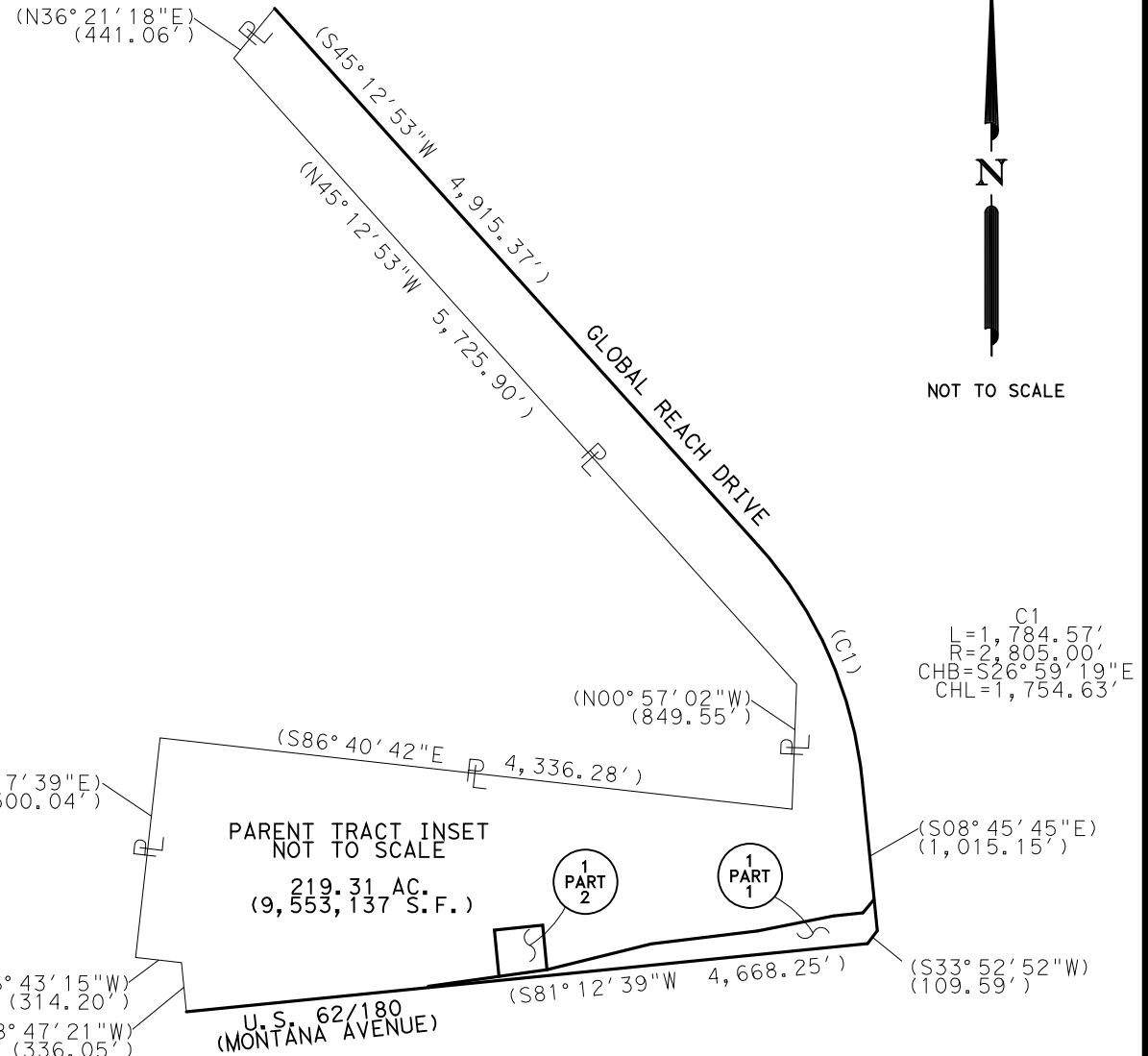


LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT SET
- 1/2" PIPE FOUND UNLESS NOTED
- 5/8" IRON ROD W/TXDOT
- ALUM CAP SET UNLESS NOTED
- 5/8" IRON ROD SET WITH "SAM, INC" CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- ⊗ "X" CUT IN CONCRETE FOUND
- ⊕ PK NAIL FOUND UNLESS NOTED
- △ CALCULATED POINT
- P — PROPERTY LINE
- () RECORD INFORMATION
- CP CONTROL POINT
- A.D.L. ACCESS DENIAL LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.E.P.C. TX. DEED RECORDS OF EL PASO COUNTY, TEXAS
- O.R.E.P.C. TX. OFFICIAL RECORDS OF EL PASO COUNTY, TEXAS
- R.P.R.E.P.C. TX. REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS
- O.P.R.E.P.C. TX. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS
- O.P.R.P.E.P.C. TX. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY EL PASO COUNTY, TEXAS
- I-I- ACCESS DENIAL LINE (ADL)
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83 (2011) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000231000.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF A TITLE REPORT BY STEWART TITLE COMPANY DATED FEBRUARY 27, 2013. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
- US 62/180 (MONTANA AVENUE) ENGINEER'S CENTERLINE ALIGNMENT WAS RECEIVED BY SAM ON OCTOBER 21, 2015, FROM TXDOT.
- ACCESS IS PROHIBITED ACROSS "ACCESS DENIAL LINE" TO THE TRANSPORTATION FACILITY FROM THE ADJACENT PROPERTY.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN AERIAL & ON-THE-GROUND SURVEY BY SAM ON MAY, 2015. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
- THE ACREAGE OF THE PARENT TRACT WAS CALCULATED FROM THE RECORD INSTRUMENT AND IS NOT BASED ON FIELD DIMENSIONS.



PARCEL OF LAND LOCATED IN
 SECTION NOS. 34, 35, 38 AND 39, BLOCK 80, TOWNSHIP 2
 T. & P. R.R. CO. SURVEYS
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

FILE	HIGHWAY PROJECT US HIGHWAY 62/180 MONTANA AVE.		STATE DIST. 24	AREA	SQUARE FEET	ACRES
				EXISTING	9,553,137	219.310
SCALE: N. T. S.	FEDERAL AID PROJECT NO.	R. O. W. - C. S. J. NO. 0374-02-097	COUNTY	TAKING	455,300	10.452
			EL PASO	REMAINDER	9,097,837	208.858

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'

APPROXIMATE LOCATION OF SURVEY LINE

EPWU WATER TANK
PER PLAT

LOT 2, BLOCK 1
BUTTERFIELD TRAIL
AVIATION PARK, UNIT TWO
VOL. 78, PG. 87 & 87A
P.R.E.P.C.TX.

CITY OF EL PASO
VOL. 407, PG. 601
VOL. 1348, PG. 146
D.R.E.P.C.TX.

T. & P. R.R. CO.
TSP. 2, BLK. 80
SEC. 39, A-2406
(C.M. NEWMAN SURVEY)

P.O.C.
PARCEL 1
5/8" IR
290+32.10
72.05' LT

N05°41'04"W
9.04'

BEGIN A.D.L.
306+90.91
81.32' LT

N82°04'18"E 816.01'

485.76'

S84°18'27"W 3,007.64'

311+76.30
100.25' LT

95' EPWU
WELL EASEMENT
PER PLAT

315+08.08
111.38' LT

330.26'

N76°10'58"E
731.77'
465.07'

P.O.B.
PARCEL 1
5/8" IR
306+90.91
72.28' LT

MONTANA AVENUE ENGINEER'S BASELINE

POT 308+00.02

310+00

N84°18'20"E 485.69'

PC 312+85.71

315+00

N84°18'27"E
1,658.83'

U.S. 62/180
(MONTANA AVENUE)
(200' R.O.W.)

MONTANA AVENUE
ENGINEER'S BASELINE CURVE DATA
PI STATION - 317+03.63
DELTA - 3°23'44" (LT)
DEGREE OF CURVE - 0°24'23"
TANGENT - 417.93
LENGTH - 835.61
RADIUS - 14,100.00
PC STATION - 312+85.71
PT STATION - 321+21.32

EXISTING ROW

MATCH LINE STA. 316+00.00

306+90.93
81.32' LT
P.O.B.
PARCEL 1
306+90.93
72.28' LT
X=430566.48
Y=10670180.10
9.04'
N05°41'04"W

DETAIL "A"
NOT TO SCALE



PARCEL OF LAND LOCATED IN
SECTION NOS. 34, 35, 38 AND 39, BLOCK 80, TOWNSHIP 2
T. & P. R.R. CO. SURVEYS
CITY OF EL PASO, EL PASO COUNTY, TEXAS

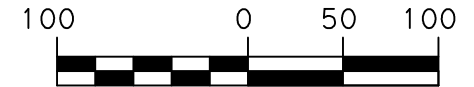
FILE HIGHWAY PROJECT
US HIGHWAY 62/180
MONTANA AVE.

STATE DIST.
24

SCALE: N. T. S. FEDERAL AID PROJECT NO. R.O.W. - C.S. J. NO. COUNTY
0374-02-097 EL PASO

PARCEL NUMBER	1 PART 1	PAGE 7 OF 11
AREA	SQUARE FEET	ACRES
EXISTING	9,553,137	219.310
TAKING	353,317	8.111
REMAINDER	9,199,820	211.199

DWT
 CKG AP
 LMS3
 CKG AP



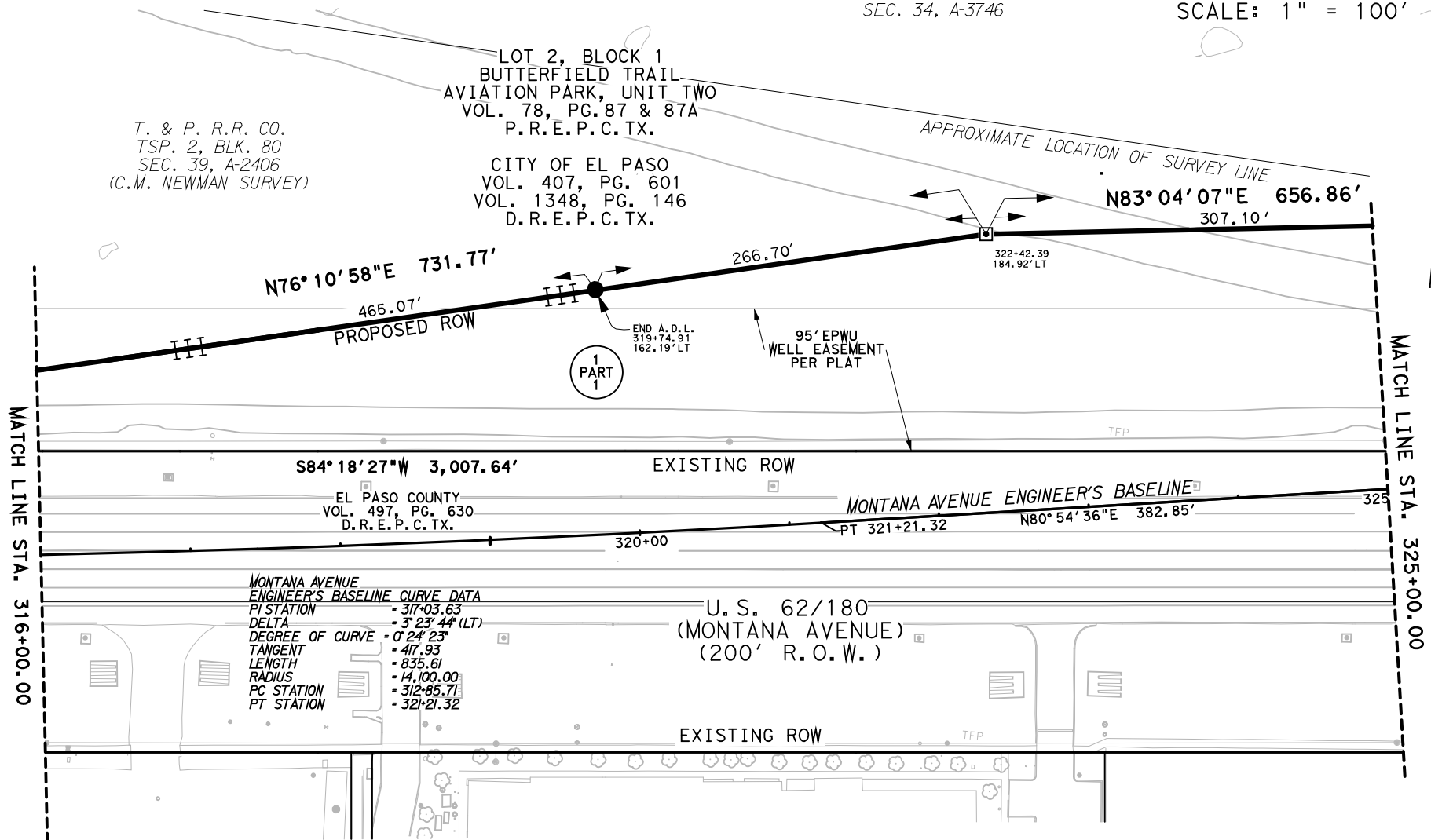
GRAPHIC SCALE
 SCALE: 1" = 100'

T. & P. R.R. CO.
 TSP. 2, BLK. 80
 SEC. 34, A-3746

T. & P. R.R. CO.
 TSP. 2, BLK. 80
 SEC. 39, A-2406
 (C.M. NEWMAN SURVEY)

LOT 2, BLOCK 1
 BUTTERFIELD TRAIL
 AVIATION PARK, UNIT TWO
 VOL. 78, PG. 87 & 87A
 P.R.E.P.C. TX.

CITY OF EL PASO
 VOL. 407, PG. 601
 VOL. 1348, PG. 146
 D.R.E.P.C. TX.



DATE: \$DATE\$
 TIME: \$TIME\$
 FILE: \$FILE\$



PARCEL OF LAND LOCATED IN
 SECTION NOS. 34, 35, 38 AND 39, BLOCK 80, TOWNSHIP 2
 T. & P. R.R. CO. SURVEYS
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

FILE HIGHWAY PROJECT
 US HIGHWAY 62/180
 MONTANA AVE.

SCALE: N. T. S.
 FEDERAL AID PROJECT NO.
 R.O.W. - C.S. J. NO.
 0374-02-097

STATE DIST.
 24

COUNTY
 EL PASO

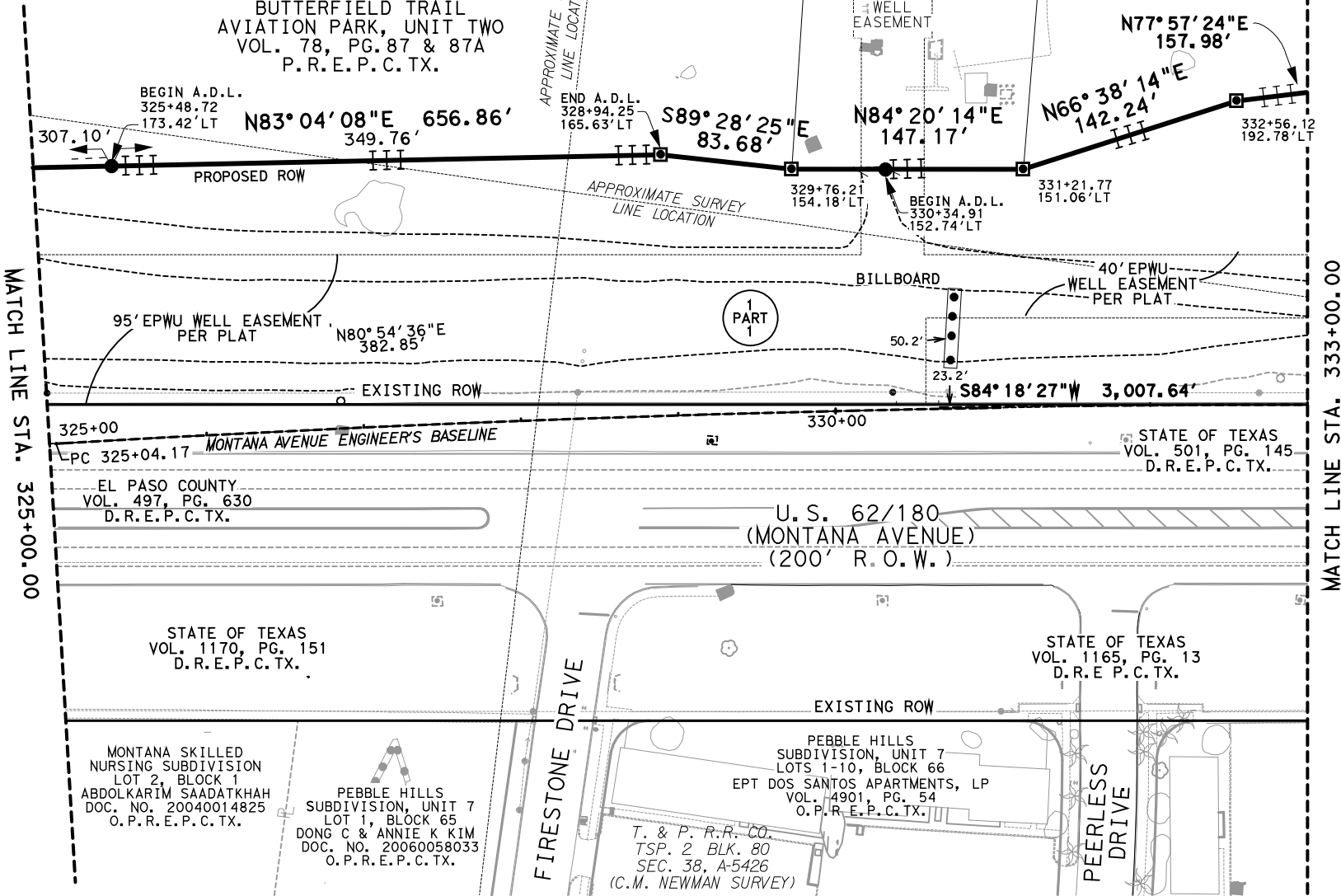
PARCEL NUMBER	1 PART 1	PAGE 8 OF 11
AREA	SQUARE FEET	ACRES
EXISTING	9,553,137	219.310
TAKING	353,317	8.111
REMAINDER	9,199,820	211.199

SEC. 34, BLK. 80, TSP. 2
 T&P R.R. CO. SURVEY, A-3746
 (C.M. NEWMAN)

LOT 2, BLOCK 1
 BUTTERFIELD TRAIL
 AVIATION PARK, UNIT TWO
 VOL. 78, PG. 87 & 87A
 P.R.E.P.C.TX.

T. & P. R.R. CO.
 TSP. 2, BLK. 80
 SEC. 35, A-2418

CITY OF EL PASO
 VOL. 407, PG. 601
 VOL. 348, PG. 146
 D.R.E.P.C.TX.



SEC. 39, BLK. 80, TSP. 2
 T&P R.R. CO. SURVEY A-240

MONTANA AVENUE ENGINEER'S BASELINE CURVE DATA	
PI STATION	= 329+22.35
DELTA	= 5° 23' 51" (RT)
DEGREE OF CURVE	= 0° 24' 23"
TANGENT	= 418.18
LENGTH	= 836.12
RADIUS	= 14,100.00
PC STATION	= 325+04.17
PT STATION	= 333+40.29



PARCEL OF LAND LOCATED IN SECTION NOS. 34, 35, 38 AND 39, BLOCK 80, TOWNSHIP 2 T. & P. R.R. CO. SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS				PARCEL NUMBER		1 PART 1		PAGE 9 OF 11	
FILE	HIGHWAY PROJECT US HIGHWAY 62/180 MONTANA AVE.			STATE DIST. 24	AREA	SQUARE FEET	ACRES		
					EXISTING	9,553,137	219.310		
SCALE: N. T. S.	FEDERAL AID PROJECT NO.	R. O. W. - C. S. J. NO. 0374-02-097	COUNTY EL PASO	TAKING	353,317	8.111			
				REMAINDER	9,199,820	211.199			

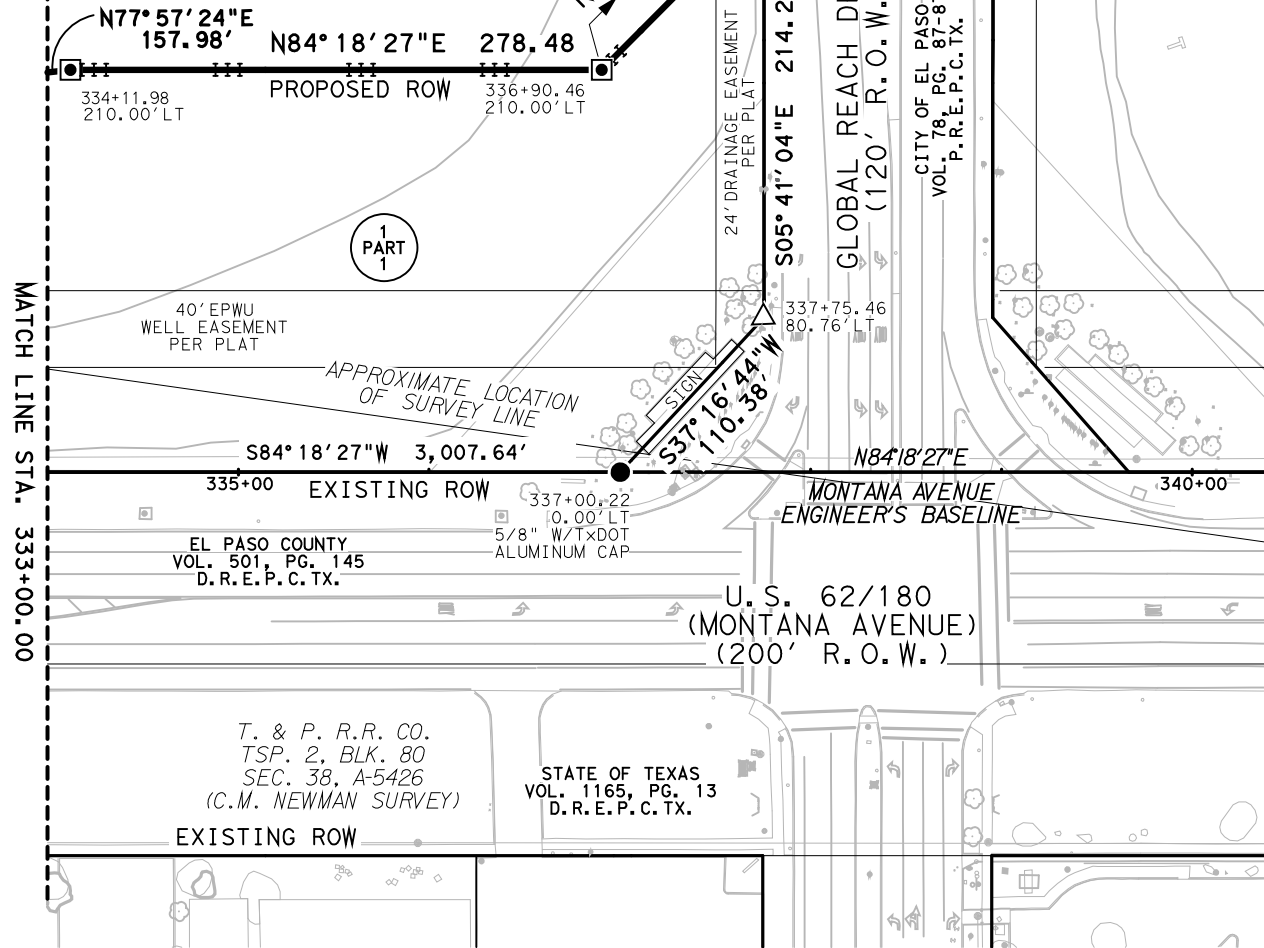
DWT
 CKG AP
 IDW LMS3
 CKG AP




LOT 2, BLOCK 1
 BUTTERFIELD TRAIL
 AVIATION PARK, UNIT TWO
 VOL. 78, PG. 87 & 87A
 P.R.E.P.C. TX.

T. & P. R.R. CO.
 TSP. 2, BLK. 80
 SEC. 35, A 2418

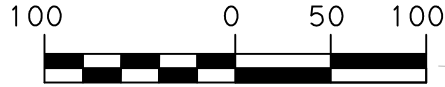
CITY OF EL PASO
 VOL. 407, PG. 601
 VOL. 1348, PG. 146
 D.R.E.P.C. TX.



DATE: \$DATE\$
 FILE: \$FILE\$
 \$TIME

<div>© 2019</div> <div></div>	PARCEL OF LAND LOCATED IN SECTION NOS. 34, 35, 38 AND 39, BLOCK 80, TOWNSHIP 2 T. & P. R.R. CO. SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS			PARCEL NUMBER 1 PART 1		PAGE 10 OF 11	
	FILE	HIGHWAY PROJECT US HIGHWAY 62/180 MONTANA AVE.		STATE DIST. 24	AREA	SQUARE FEET	ACRES
					EXISTING	9,553,137	219.310
	SCALE: N. T. S.	FEDERAL AID PROJECT NO.	R.O.W. - C.S.J. NO. 0374-02-097	COUNTY EL PASO	TAKING	353,317	8.111
					REMAINDER	9,199,820	211.199

36



GRAPHIC SCALE
SCALE: 1" = 100'

LOT 2, BLOCK 1
 BUTTERFIELD TRAIL
 AVIATION PARK, UNIT TWO
 VOL. 78, PG. 87 & 87A
 P.R.E.P.C.TX.

CITY OF EL PASO
 VOL. 407, PG. 601
 VOL. 1348, PG. 146
 D.R.E.P.C.TX.

T. & P. R.R. CO.
 TSP. 2, BLK. 80
 SEC. 39, A-2406
 (C.M. NEWMAN SURVEY)

APPROXIMATE LOCATION OF SURVEY LINE

EPWU WATER TANK
PER PLAT

N05°38'51"W 315.61'

N84°21'07"E 330.00'

S05°38'51"E 302.47'

1
PART
2

315+08.10
111.38' LT

P.O.B.
 PARCEL 1
 5/8" IR
 311+76.32
 100.25' LT

95° EPWU
WELL EASEMENT
PER PLAT

BILLBOARD
17.7'

S82°07'14"W 330.26'

1
PART
1

N 05°41'04" W
9.04'

P.O.C.
 PARCEL 1
 5/8" IR
 290+32.10
 72.05' LT

N82°04'18"E 485.76'

PROPOSED ROW

S84°18'27"W 3,007.64'

EXISTING ROW

EL PASO COUNTY
 VOL. 497, PG. 630
 D.R.E.P.C.TX.

N84°18'27"E
1 658.83'

MONTANA AVENUE ENGINEER'S BASELINE

POT 308+00.02

310+00

N84°18'20"E 485.69'

PC 312+85.71

315+00

U.S. 62/180
 (NA AVENUE)
 ' R.O.W.)

MONTANA AVENUE
 ENGINEER'S BASELINE CURVE DATA
 PI STATION - 317+03.63
 DELTA - 3° 23' 44" (LT)
 DEGREE OF CURVE - 0° 24' 23"
 TANGENT - 417.93
 LENGTH - 835.61
 RADIUS - 14,100.00
 PC STATION - 312+85.71
 PT STATION - 321+21.32

EXISTING ROW



PARCEL OF LAND LOCATED IN
 SECTION NOS. 34, 35, 38 AND 39, BLOCK 80, TOWNSHIP 2
 T. & P. R.R. CO. SURVEYS
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

PARCEL NUMBER	1 PART 2	PAGE 11 OF 11
AREA	SQUARE FEET	ACRES
EXISTING	9,199,820	211.199
TAKING	101,983	2.341
REMAINDER	9,097,837	208.858

FILE	HIGHWAY PROJECT US HIGHWAY 62/180 MONTANA AVE.	STATE DIST. 24
SCALE: N. T. S.	FEDERAL AID PROJECT NO. 0374-02-097	COUNTY EL PASO

EXHIBIT B

EXCEPTIONS

1. The following restrictive covenants of record itemized below (We must either insert specific recording date or delete this exception.):

Those recorded in [Volume 1348, Page 146](#), [Volume 1361, Page 473](#) and [Volume 257, Page 1394](#), amended in [Volume 297, Page 894](#), and [Clerk's File No. 20200101641](#), Real Property Records of El Paso County, Texas.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2019 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.)

Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a) Rights of parties in possession. (Owner Title Policy only)
- b) Drainage and utility easements as shown on plat, including easements for overhang of service wires for pole type utilities and buried service wires, conduits, and pipes for underground utilities, as dedicated on the plat, recorded in [Volume 78, Pages 87 and 87A](#), Plat Records of El Paso County, Texas, and [Clerk's File No. 20200101637](#), Real Property Records of El Paso County, Texas.
- c) Easement for right-of-way to THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY and THE EL PASO ELECTRIC COMPANY, dated 05/30/1944, as set out in Quitclaim Deed filed on 06/28/1957, recorded in [Volume 1348, Page 146](#), Real Property Records of El Paso County, Texas.
- d) A 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Monitor (U.S. signal) reserved unto the UNITED STATES OF AMERICA, as set out in Indenture filed on 07/11/1969, recorded in [Volume 257, Page 1394](#), and amended in [Volume 297, Page 894](#), Real Property Records of El Paso County, Texas.
- e) A 50-year right-of-way Easement No. DA-29-005-ENG-1698 for a 8-5/8" petroleum products pipeline covering 13.22 acres granted to THE SOUTHERN PACIFIC PIPELINES, INC dated 10/03/1955, as cited in Deed without Warranty filed on 06/16/1970, recorded in [Volume 298, Page 1349](#), Real Property Records of El Paso County, Texas.
- f) A 50-year right-of-way easement No. DA-29-005-ENG-3156 for a 16" pipeline covering 26.90 acres granted to THE EL PASO NATURAL GAS COMPANY, dated 11/20/1961, as cited in Deed without Warranty filed on 06/16/1970, recorded in [Volume 298, Page 1349](#), Real Property Records of El Paso County, Texas.
- g) A 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Monitor (U.S. signal) reserved unto the UNITED STATES OF AMERICA, as set out in Deed without Warranty filed on 06/16/1970, recorded in [Volume 298, Page 1349](#), Real Property Records of El Paso County, Texas.
- h) Easements to EL PASO ELECTRIC COMPANY, recorded in [Volume 329, Page 889](#); [Volume 329, Page 893](#); [Volume 440, Page 109](#); [Volume 1589, Page 444](#); [Volume 2238, Page 893](#); Clerk's File No. [20120088217](#); [Clerk's File No. 20130067769](#); [Clerk's File No. 20200076128](#) and [Clerk's File No. 20200076129](#), Real Property Records of El Paso County, Texas.
- i) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- j) Terms, conditions and stipulations of Lease between THE CITY OF EL PASO, as Lessor (Landlord) and EL PASO NATURAL GAS COMPANY, Lessee (Tenant) dated 08/15/1957, recorded in [Volume 1360, Page 459](#), Real Property Records of El Paso County, Texas.
- k) Terms, conditions and stipulations of Lease between THE CITY OF EL PASO, as Lessor (Landlord) and EL PASO NATURAL GAS COMPANY, Lessee (Tenant) dated 06/03/1959, recorded in [Volume 1541, Page 85](#), partially released by Partial Relinquishment recorded in [Volume 338, Page 1407](#), Real Property Records of El Paso County, Texas.
- l) Terms, conditions and stipulations of Resolution adopted on 03/10/1966 by THE CITY OF EL PASO, recorded in [Volume 114, Page 894](#), Real Property Records of El Paso County, Texas.
- m) Terms, conditions, stipulations, reservations, and restrictions of Indenture between THE UNITED STATES OF AMERICA and THE CITY OF EL PASO dated 07/08/1969, recorded in [Volume 257, Page 1394](#), amended in [Volume 297, Page 894](#), Real Property Records of El Paso County, Texas.

- n) Terms, conditions and stipulations of Ordinance No. 18386, changing the zoning of the subject property, dated July 14, 2015 and filed on August 13, 2015 under [Clerk's File No. 20150056944](#), Real Property Records, El Paso County, Texas.
- o) Easement to CITY OF EL PASO, by and through its Public Service Board (El Paso Water Utilities), recorded in/under [Clerk's File No. 20190068794](#), Real Property Records of El Paso County, Texas.
- p) The effects, is any, of Quitclaim Deed from CLEAR CHANNEL OUTDOOR, INC. to THE STATE OF TEXAS, filed 05/10/2019, recorded in [Clerk's File No. 20190034916](#), Real Property Records of El Paso County, Texas.



EL PASO

INTERNATIONAL AIRPORT



An Update From
**THE BEST AIRPORT
IN NORTH AMERICA**

JUNE 2021



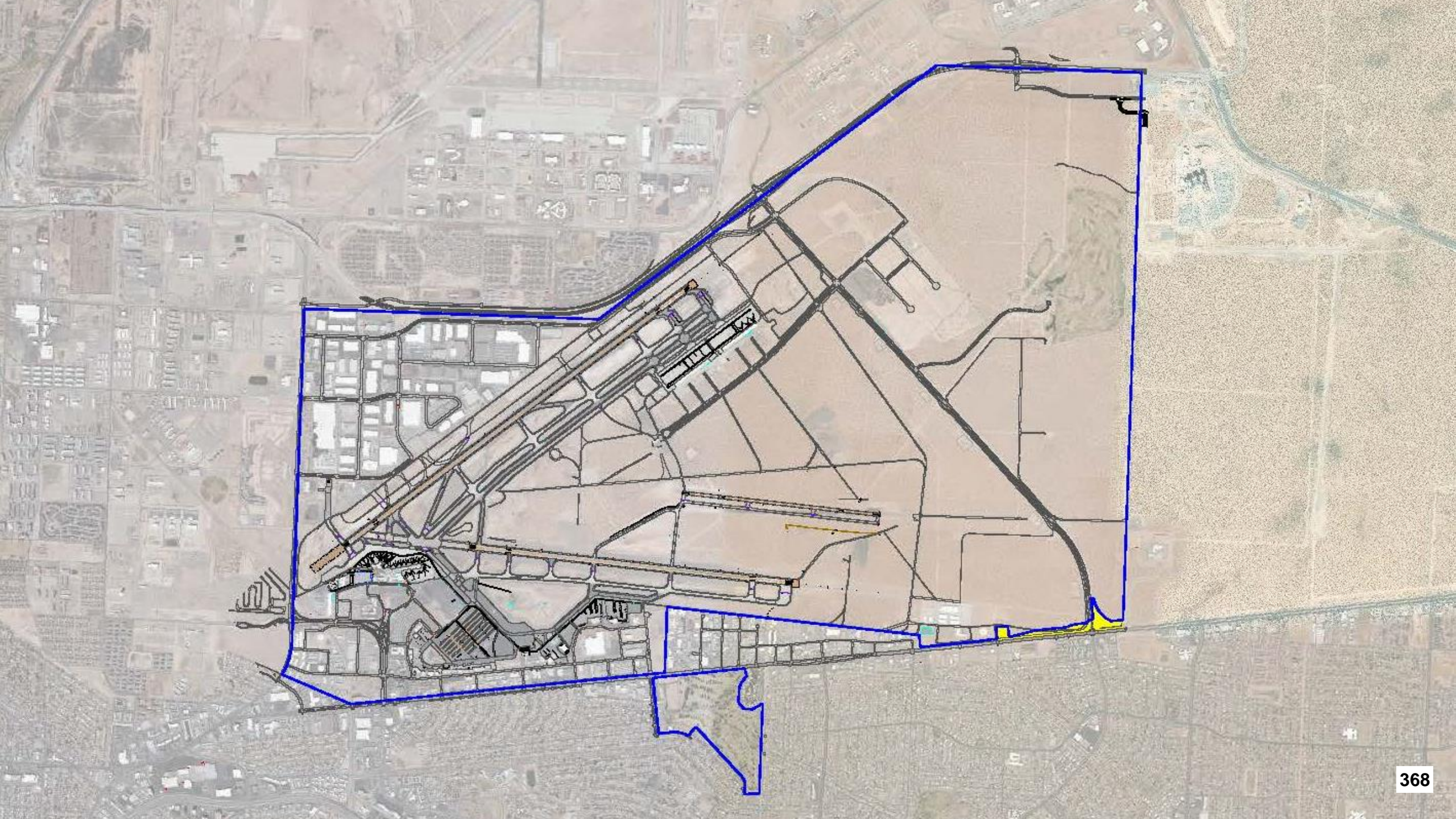
Vision Block

Vibrant Regional Economy

Goals 1&3

- Goal 1. Cultivate an Environment Conducive to Strong, Economic Development
 - 1.1 Stabilize and expand El Paso's tax base
 - Airport Development
 - 1.4 Grow the core business of air transportation
 - Expand Airport Development





6.6348 acres

\$2,680,182

10.452 acres

\$3,893,309

PROPOSED
RETENTION BASIN
APPROX. 300' X 300'

PROPOSED
MONTANA AVE
UNDERPASS
at GLOBAL REACH





EL PASO

INTERNATIONAL AIRPORT



An Update From
**THE BEST AIRPORT
IN NORTH AMERICA**

JUNE 2021



Legislation Text

File #: 21-571, 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

AGENDA LANGUAGE:

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

An Ordinance amending The El Paso City Code Title 2 (Administration And Personnel), Chapter 2.44 (City Of El Paso Courts) Section 2.44.010 (Created), Subsection (B); and Section 2.44.030 (Judges), Subsections (C) And (F), in order to allow for specified Sub-Courts under the purview of the Presiding Judge; and Title 2 (Administration and Personnel), Chapter 2.44 (City of El Paso Courts) Section 2.44.010 Created, Subsection (D); Section 2.44.030 (Judges), Subsection (E)(1); Section 2.44.040 (Practice And Procedure), Subsection (A); Section 2.44.060 (Summons And Citations-Fee Schedule-Payments); And Section 2.44.080 (Special Expense Fee) to provide updates, corrections and clarification of Municipal Court procedures.

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

AGENDA DATE: May 25, 2021
PUBLIC HEARING DATE: June 8, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Lilia Worrell, Municipal Court Clerk
915-212-5822

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2: Set the Standard for Safe and Secure City
SUBGOAL: 2.7 Maximize Municipal Court efficiency and enhance customer experience

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.

AN ORDINANCE AMENDING THE EL PASO CITY CODE TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.44 (CITY OF EL PASO COURTS) SECTION 2.44.010 (CREATED), SUBSECTION (B); AND SECTION 2.44.030 (JUDGES), SUBSECTIONS (C) AND (F), IN ORDER TO ALLOW FOR SPECIFIED SUB-COURTS UNDER THE PURVIEW OF THE PRESIDING JUDGE; AND TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.44 (CITY OF EL PASO COURTS) SECTION 2.44.010 CREATED, SUBSECTION (D); SECTION 2.44.030 (JUDGES), SUBSECTION (E)(1); SECTION 2.44.040 (PRACTICE AND PROCEDURE), SUBSECTION (A); SECTION 2.44.060 (SUMMONS AND CITATIONS—FEE SCHEDULE—PAYMENTS); AND SECTION 2.44.080 (SPECIAL EXPENSE FEE) TO PROVIDE UPDATES, CORRECTIONS AND CLARIFICATION OF MUNICIPAL COURT PROCEDURES.

BACKGROUND / DISCUSSION:

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

This ordinance will provide updates, corrections and clarification of Municipal Court procedures. The last update to the Municipal Code Chapter 2.44 was approved in 2017 regarding terms of office for Associate Judges; all other chapters were last amended 2001-2003.

Proposed Temporary Court: Due to the Covid pandemic the number of cases awaiting a trial or hearing has increased dramatically. The current case count awaiting a setting is at 131,000; therefore, to address the backlog, a resolution for the creation of a 12 month temporary court will be brought forward. There will be 2 sessions scheduled in the morning and 2 sessions scheduled in the afternoon, in essence 2 courts. There have been 2 previous temporary courts created in the past: one in 2006-2007 and another in 2012. The Presiding Judge will assign Associate Judges to preside over the court. The estimated start date will be October 1, 2021.

Revised 04/09/2021

PRIOR COUNCIL ACTION:

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

Chapter 2.44.010-Judges was last amended in 2017, Ordinance 18704; Chapter 2.44.040 -Practice and procedure was last amended in 2002, Ordinance 15183; Chapter 2.44.060-Summons and citations-Fee schedule – payments has not been amended; Chapter 2.44.080 – Special expense fee was last amended in 1999, Ordinance 14172; Chapter 2.44.100-Juror reimbursement was last amended in 2003, Ordinance 15405 .

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?

Changes to the Code will result in no impact to the City's General Fund.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒X ☐ YES ☐ NO

PRIMARY DEPARTMENT: Municipal Court

SECONDARY DEPARTMENT: City Attorney's Office

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

DEPARTMENT HEAD:

Lelia Worrell

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EL PASO CITY CODE TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.44 (CITY OF EL PASO COURTS) SECTION 2.44.010 (CREATED), SUBSECTION (B); AND SECTION 2.44.030 (JUDGES), SUBSECTIONS (C) AND (F), IN ORDER TO ALLOW FOR SPECIFIED SUB-COURTS UNDER THE PURVIEW OF THE PRESIDING JUDGE; AND TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.44 (CITY OF EL PASO COURTS) SECTION 2.44.010 CREATED, SUBSECTION (D); SECTION 2.44.030 (JUDGES), SUBSECTION (E)(1); SECTION 2.44.040 (PRACTICE AND PROCEDURE), SUBSECTION (A); SECTION 2.44.060 (SUMMONS AND CITATIONS—FEE SCHEDULE—PAYMENTS); AND SECTION 2.44.080 (SPECIAL EXPENSE FEE) TO PROVIDE UPDATES, CORRECTIONS AND CLARIFICATION OF MUNICIPAL COURT PROCEDURES.

WHEREAS, Section 2.44 of Chapter 30 of the City Code discusses the process for the municipal courts of the city are established as courts of record in accordance with the terms and provisions, powers, duties, and limitations as set forth in Chapter 30, Government Code, and successor statutes; and

WHEREAS, the City Council wishes to allow for a temporary Municipal Court to address significant case backlogs that may be caused by unexpected circumstances outside of the normal enforcement and adjudication procedures; and

WHEREAS, the City Council wishes to provide for corrections and clarifications regarding the overall City Code Chapter 2.44 upon review and advice by the Municipal Court Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, THAT CHAPTER 2.44 BE AMENDED AS FOLLOWS:

Section 1. That the El Paso City Code Subsection 2.44.010(B) is hereby amended to read as follows:

B. There are created under the authority of Chapter 30, Texas Government Code, and successor statutes, four additional municipal courts which shall be styled respectively: the El Paso Municipal Court of Record No. 2; the El Paso Municipal Court of Record No. 3; the El Paso Municipal Court of Record No. 4; and the El Paso Municipal Court of Record No. 5. The Presiding Judge's court may include sub-courts under the direction and supervision of the Presiding Judge. Such sub-courts shall be presided over by one or more substitute associate judges appointed by City Council and may include: the El Paso Arraignment Court, a day or night Magistrate Court, and a temporary Court for no longer than one year,

ORDINANCE NO. _____

established with approval of City Council by resolution to provide efficient adjudication of a large number of pending cases caused by unforeseen circumstances.

Section 2. That the El Paso City Code Subsection 2.44.010(D) is hereby amended to read as follows:

D. Each Municipal Court shall be presided over by a Municipal Judge or, if a Municipal Judge is unavailable, one or more substitute Associate Judges.

Section 3. That the El Paso City Code Subsection 2.44.030(C) is hereby amended to read as follows:

C. The City Council may appoint one or more substitute Associate Municipal Judge to four-year terms, on full-time or part-time basis as necessary based on the advice of the City Manager through the Municipal Court Clerk, to sit, under the discretion and supervision of the Presiding Judge, for the regular judge of any Municipal Court when such regular judge is temporarily unable to act for any reason, or for any sub-court described in 2.44.010(B). Each substitute Associate Municipal Judge shall possess the same qualifications required of the regular Municipal Judges and shall have all the powers and duties of the Judge for whom such substitute Associate Municipal Judge is sitting while so acting.

Section 4. That the El Paso City Code Subsection 2.44.030(E)(1) is hereby amended to read as follows:

1. The Municipal Court Clerk will notify the City Manager of the vacancy or need for the council to make appointments.

Section 5. That the El Paso City Code Subsection 2.44.030(F) is hereby amended to read as follows:

Any substitute Associate Municipal Judge appointed pursuant to subsection C of this section may be assigned to serve as Arraignment Judge, Magistrate, or over a temporary court established under 2.44.010(B) under the supervision of the Presiding Municipal Judge. The duties of magistrate shall be those prescribed by the laws of the state, particularly the Code of Criminal Procedure, at the discretion of the Presiding Judge.

Section 6. That the El Paso City Code Subsection 2.44.040(A) is hereby amended to read as follows:

A. The following practice and procedure is established for the municipal courts of record of the city:

ORDINANCE NO. _____

1. In lieu of a physical arrest, or as otherwise provided by law, every police officer or other employee of the city who is charged with the responsibility of enforcement of any law or ordinance within the jurisdiction of the Municipal Courts of the city may issue a citation or notice of violation for any state law violation punishable only by fine, as defined in Article 4.14(c), Texas Code of Criminal Procedure, or for any violation of a municipal ordinance, regulation or rule.
2. Such citation or notice of violation shall contain all information required by the relevant Federal, State or Local law.
3. Every person, other than a person under the age established by state law as a juvenile, issued a citation may, in lieu of appearing at a hearing on the arraignment date set forth on the citation, make payment to the Municipal Court ~~Traffic Violations Bureau~~. Payment must be made in accordance with the procedures set forth in Section 2.44.060 of this Code.
4. Failure of any person cited in accordance with the provisions of this section to make arrangements for payment or to appear at the assigned arraignment date or a court hearing before the Municipal Courts of the city as herein required shall result in the immediate issuance of a writ of habeas corpus as provided in Article 23.04, Texas Code of Criminal Procedure or summons directed to the individual cited.

Section 7. That the El Paso City Code Subsection 2.44.060 is hereby amended to read as follows:

2.44.060 - Summons and citations—Fee schedule—Payments.

A. The Judges of the Municipal Courts may from time to time establish a schedule of amounts of money which may be paid at the by persons who have been issued traffic tickets or class "C" citations or notice of violation for violations of any offense, within the jurisdiction of the Municipal Court. The schedule shall be uniform for all the Municipal Courts. If the Judges do not all agree on the schedule, the agreement of a majority will be sufficient; and if no majority agreement is reached the matter may be determined by the Presiding Judge. The amount fixed in the schedule for each class of offense, or subdivision under a class, shall not be more than the largest fine which could be imposed therefor.

B. Payment at the according to such schedule may be made (either in person, on-line, mail, phone, or electronically) by the person charged, or by an attorney at law authorized to represent him, or by any other person if such other person files with written authority therefore from the person charged.

C. Within ten days after such payment is made the person charged may request the clerk or his deputy for a hearing on the case, and the clerk shall then put the case in the trial queue to await the setting of a trial date.

ORDINANCE NO. _____

D. If the person charged does not request a hearing within ten days the clerk shall report the case to the Presiding Judge, who may (either by separate written instrument or by endorsement of a list of cases in which trial has not been requested within ten days) accept the amount paid; and such acceptance shall constitute a finding of guilty in open court as though a plea of nolo contendere had been entered by the defendant; provided, the Judge may on his own motion refuse to accept the amount paid, and he shall then order the case set down for trial; and the Judge shall refuse to accept the amount and shall order the case set down for trial if the prosecuting attorney so requests.

E. If the Judge accepts the amount paid as herein set forth, such payment shall not thereafter be refunded, and the person charged shall be relieved of any duty thereafter to appear for trial on such violation.

F. The Municipal Court may accept payment agreements for amounts owed under this section.

G. The person charged shall not have the privilege of making the payment as set forth herein, and the Municipal Court ~~traffic violations bureau~~ shall not receive the payment, if in the particular case a Judge or a prosecuting attorney has instructed the court ~~the bureau~~ that such case will be tried and that the person charged is not to be released without making bail in one of the ways provided by law.

H. In lieu of making a payment fixed by the schedule herein set forth, the person charged shall have the right, if the person requests to ask for a court setting or giving bail as in other cases.

I. No Judge of the Municipal Court shall dismiss any case (whether a traffic violation or other charge) except at a trial in open court or upon motion of a prosecuting attorney.

Section 8. That the El Paso City Code Subsection 2.44.080 is hereby amended to read as follows:

2.44.080 - Special expense fee.

In accordance with Article 45.203, Texas Code of Criminal Procedure, each Municipal Court Judge may, as a result of the issuance and service of a warrant of arrest for an offense under Section 38.10, Texas Penal Code, or Section 543.009, Texas Transportation Code, impose a fee upon the subject of said warrant in the amount allowed by law, provided that a written notice of the warrant was sent to the subject at the address provided by the subject at the time of the issuance of the citation or other address provided by the subject to the court, whichever was provided later, and the subject failed to respond to the notice or contact the court.

ORDINANCE NO. _____

Section 9. That all other provisions of the El Paso City Code Chapter 2.44 remain unchanged.

PASSED AND APPROVED this _____ day of _____ 2021.

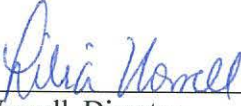
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:



Lilia Worrell, Director
El Paso Municipal Court

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Senior Assistant City Attorney

ORDINANCE NO. _____

Section 1. That the El Paso City Code Subsection 2.44.010(B) is hereby amended to read as follows:

There are created under the authority of Chapter 30, Texas Government Code, and successor statutes, four additional municipal courts which shall be styled respectively: the El Paso Municipal Court of Record No. 2; the El Paso Municipal Court of Record No. 3; the El Paso Municipal Court of Record No. 4; and the El Paso Municipal Court of Record No. 5. The presiding judge's court may include sub-courts under the direction and supervision of the Presiding Judge. Such sub-courts shall be presided over by one or more substitute associate judges appointed by City Council and may include: the El Paso Arraignment Court, a day or night Magistrate Court, and a temporary Court for no longer than one year, established with approval of City Council by resolution to provide efficient adjudication of a large number of pending cases caused by unforeseen circumstances.

Section 2. That the El Paso City Code Subsection 2.44.010(D) is hereby amended to read as follows:

D.

Each municipal court shall be presided over by a municipal judge and-or, if a municipal judge is unavailable, one or more substitute associate judges.

Section 3. That the El Paso City Code Subsection 2.44.030(C) is hereby amended to read as follows:

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C.

The city council may appoint one or more substitute associate municipal judge to four-year terms, s on full-time or part-time basis as necessary based on the advice of the City Manager through the Municipal Court Clerk, to sit, under the discretion and supervision of the presiding judge, for the regular judge of any municipal court when such regular judge is temporarily unable to act for any reason, or for any sub-court described in 2.44.010(B). ~~Such-Each~~ substitute associate municipal judge shall possess the same qualifications required of the regular municipal judges and shall have all the powers and duties of the judge for whom such substitute associate municipal judge is sitting while so acting.

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Section 4. That the El Paso City Code Subsection 2.44.030(E)(1) is hereby amended to read as follows:

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1.

The municipal court clerk will notify the city manager of the vacancy or need for the council to make appointments.

Section 5. That the El Paso City Code Subsection 2.44.030(F) is hereby amended to read as follows:

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Any substitute associate municipal judge appointed pursuant to subsection C of this section may be assigned to serve ~~as night magistrates~~ arraignment judge, magistrate, or over a temporary court established under 2.44.010(B) under the supervision of the presiding municipal judge. The duties of ~~the night~~ magistrate shall be those prescribed by the laws of the state, particularly the Code of Criminal Procedure, at the discretion of the presiding judge.

Section 6. That the El Paso City Code Subsection 2.44.040(A) is hereby amended to read as follows:

A.

The following practice and procedure is established for the municipal courts of record of the city:

1.

In lieu of a physical arrest, or as otherwise provided by law, every police officer or other employee of the city who is charged with the responsibility of enforcement of any law or ordinance within the jurisdiction of the municipal courts of the city may issue a citation or notice of violation for any state law violation punishable only by fine, as defined in Article 4.14(c), Texas Code of Criminal Procedure, or for any violation of a municipal ordinance, regulation or rule.

2.

Such citation or notice of violation shall contain all information required by the relevant Federal, State or Local law.~~the following information:~~

~~a.~~

~~The name and address of the person cited;~~

~~b.~~

~~The driver's license number or other identification sufficient to satisfactorily identify the person cited;~~

~~c.~~

~~The offense for which the person cited is charged;~~

~~d.~~

~~The date when the offense occurred;~~

e.

~~A written promise of the person cited to appear before the municipal courts on the assigned arraignment date set forth on the citation; and~~

f.

~~The location of the offense.~~

3.

Every person, other than a person under the age ~~of seventeen~~established by state law as a juvenile, issued a citation may, in lieu of appearing at a hearing on the arraignment date set forth on the citation, make payment to the Municipal Court Traffic Violations Bureau ~~within ten days of the date the citation was issued~~. Payment must be made in accordance with the procedures set forth in Section 2.44.060 of this Code.

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4.

Failure of any person cited in accordance with the provisions of this section to make arrangements for payment or to appear at the assigned arraignment date or a court hearing before the municipal courts of the city as herein required shall result in the immediate issuance of a capias ~~as provided in Article 23.04, Texas Code of Criminal Procedure~~ or summons directed to the individual cited.

Commented [HK1]: Do the Prosecutors request the issuance of the capias for failure to appear? It seems it is a "capias" for failure to appear.... Let's discuss. This is the statute cited: Art. 23.04. IN MISDEMEANOR CASE. In misdemeanor cases, the capias or summons shall issue from a court having jurisdiction of the case on the filing of an information or complaint. The summons shall be issued only upon request of the attorney representing the State and on the determination of probable cause by the judge, and shall follow the same form and procedure as in a felony case.

Section 7. That the El Paso City Code Subsection 2.44.060 is hereby amended to read as follows:

2.44.060 - Summons and citations—Fee schedule—Payments.

A.

The judges of the municipal courts may from time to time establish a schedule of amounts of money which may be paid at the ~~traffic violations bureau~~ by persons who have been ~~given issued~~ traffic tickets or class "C" citations or notice of violation for violations of any offense, within the jurisdiction of the municipal court. The schedule shall be uniform for all the municipal courts. If the judges do not all agree on the schedule, the agreement of a majority will be sufficient; and if no majority agreement is reached the matter may be determined by the presiding judge. The amount fixed in the schedule for each class of offense, or subdivision under a class, shall not be more than the largest fine which could be imposed therefor.

B.

Payment at the ~~traffic violations bureau~~ according to such schedule may be made (either in person, on-line, or by mail, phone, or electronically) by the person charged, or by an attorney at law authorized to represent him, or by any other person if such other person files with ~~the traffic violations bureau~~ written authority therefore from the person charged.

C.

Within ten days after such payment is made the person charged may request the clerk or his deputy for a hearing on the case, and the clerk shall then put the case ~~on in~~ the trial ~~docket queue to await the setting of a trial date of the appropriate court.~~

D.

If the person charged does not request a hearing within ten days the clerk shall report the case to the presiding judge, who may (either by separate written instrument or by endorsement of a list of cases in which trial has not been requested within ten days) accept the amount paid; and such acceptance shall constitute a finding of guilty in open court as though a plea of nolo contendere had been entered by the defendant; provided, the judge may on his own motion refuse to accept the amount paid, and he shall then order the case set down for trial; and the judge shall refuse to accept the amount and shall order the case set down for trial if the prosecuting attorney so requests.

E.

If the judge accepts the amount paid as herein set forth, such payment shall not thereafter be refunded, and the person charged shall be relieved of any duty thereafter to appear for trial on such violation.

F.

The ~~municipal court may accept traffic violations bureau shall not receive any payment made set forth in this section in an amount less than the amount fixed by the schedule, except payment agreements for amounts owed under this section upon written direction of both a majority of the judges and a prosecuting attorney.~~

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Commented [WLA2]: The Court accepts less than the amount listed on the schedule. For example: mail payments

G.

The person charged shall not have the privilege of making the payment as set forth herein, and the ~~municipal court traffic violations bureau~~ shall not receive the payment, if in the particular case a judge or a prosecuting attorney has instructed ~~the court the bureau~~ that ~~he desires~~ such case ~~will to~~ be tried and that the person charged is not to be released without making bail in one of the ways provided by law.

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H.

In lieu of making a payment fixed by the schedule herein set forth, the person charged shall have the right, if ~~he so~~ the person requests to ask for a court setting or giving bail as in other cases.

I.

No judge of the municipal court shall dismiss any case (whether a traffic violation or other charge) except at a trial in open court or upon motion of a prosecuting attorney.

Section 8. That the El Paso City Code Subsection 2.44.080 is hereby amended to read as follows:

2.44.080 - Special expense fee.

In accordance with Article 45.203, Texas Code of Criminal Procedure, each municipal court judge may, as a result of the issuance and service of a warrant of arrest for an offense under Section 38.10, Texas Penal Code, or Section 543.009, Texas Transportation Code, impose a ~~special expense~~ fee upon the subject of said warrant ~~in the amount of twenty-five dollars, in the amount allowed by law,~~ provided that a written notice of the warrant was sent to the subject ~~of said warrant~~ at the address provided by the subject at the time of the issuance of the citation or other address provided by the subject to the court, whichever was provided later, and ~~he or she~~ the subject failed to respond to the notice ~~and or~~ contact the court, ~~within ten days of the date the notice was sent.~~

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Legislation Text

File #: 21-562, 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, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST21-00001, to allow for a 100% reduction in parking on the property described as All of Lots 1-6 & 11-20, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070.B of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

The proposed special permit and detailed site development plan 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: 405 Montana Ave.

Applicant: SLI Engineering, c/o Georges Halloul, PZST21-00001

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

AGENDA DATE: May 25, 2021
PUBLIC HEARING DATE: June 22, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:

An Ordinance granting Special Permit No. PZST21-00001, to allow for a 100% reduction in parking on the property described as All of Lots 1-6 & 11-20, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070.B of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

The proposed special permit and detailed site development plan 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: 405 Montana Ave.
Applicant: SLI Engineering, c/o Georges Halloul, PZST21-00001

BACKGROUND / DISCUSSION:

The applicant is requesting approval of a special permit and detailed site development plan to allow for a 100% reduction in parking for a proposed multi-family complex, which consist of one hundred thirty-six (136) apartment units and requires two hundred four (204) parking spaces. City Plan Commission recommended 9-0 to approve the special permit and detailed site development plan on April 22, 2021. As of May 18, 2021, staff has received one (1) letter in favor; three (3) calls, two (2) emails, and five (5) letters in 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? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Kevin Smith for

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

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST21-00001, TO ALLOW FOR A 100% REDUCTION IN PARKING ON THE PROPERTY DESCRIBED AS ALL OF LOTS 1-6 & 11-20, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.14.070.B OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the Housing Authority of the City of El Paso, has applied for a Special Permit under Section 20.14.070.B of the El Paso City Code to allow for a 100% parking reduction; and

WHEREAS, a report was made by 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 Section 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 G-MU (General Mixed Use) District:

All of Lots 1-6 & 11 -20, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas; and,

2. That the City Council hereby grants a Special Permit under Section 20.14.070.B of the El Paso City Code to allow for 100% Parking Reduction on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the G-MU (General Mixed Use) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "A"** and is incorporated herein by reference for all purposes, more particularly described by the metes and bounds attached as **Exhibit "B"** and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, **Special Permit No. PZST21-00001**, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ____ day of _____, 2021.

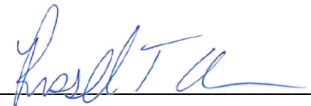
THE CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell Abeln
Assistant Attorney

APPROVED AS TO CONTENT:

 for

Philip F. Etiwe, Director
Planning & Inspections Department

(Agreement on following page)

AGREEMENT

Housing Authority of the City of El Paso, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the G-MU (General Mixed Use) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this _____ day of _____, 2021.

Housing Authority of the City of El Paso

(Signature)

(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2021, by _____ for Housing Authority of the City of El Paso as Applicant.

(Seal)

Notary Public, State of Texas
Signature

Printed or Typed Name

My Commission Expires:

(Exhibits on next page)

EXHIBIT A

PROJECT LEGEND - FOR REPRESENTATION PURPOSES ONLY	
SYMBOL	S.F. / ACRE
	OPEN SPACES = 25,978 SF = 0.596 ACRES
	OPEN WALKWAYS / OVERHANGS / PATIOS
	SEE BUILDING #1 AND #2 IN SITE
	NONRESIDENTIAL
	BICYCLE PARKING
	FIRE APPARATUS
	N/A
	N/A
	N/A
	N/A

- 415 Montana - HACEP - Nuestra Señora
- 1 - Architectural style
- Transitional style as a midpoint between traditional and modern, building to be in harmony with the surrounding architecture styles, stucco and metal clad exteriors that will be taking some elements of neighboring St. George Church and some of the stucco clad bungalow houses/apartments, creating a contemporary cohesive look.
- Existing abandoned parking garage will be rehabilitated to be improved up to current building codes and standards.
- The exterior will be screen and modernize to harmonized and complement the residential building complex.
- 2 - Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character and landscaping to establish a livable and harmonious environment
- Low maintained landscaping elements including planting material, ground covering, irrigation and shading devices native to this region will complement the architectural style that take elements from the neighboring buildings to a contemporary look.
- 3 - Phasing
- Phase I:
- (1) 4 story apartment building complex to house 80 units total.
 - (60) 1-bedroom units.
 - (20) 2-bedroom units.
 - This complex will include few amenities like community spaces, laundry room, playground, community garden, among others.
 - Rehabilitated parking garage to comply with current building codes and standards.
 - Landscaped areas.
- Phase II:
- (1) 4 story apartment building complex to house 56 units total.
 - (44) 1-bedroom units.
 - (12) 2-bedroom units.
 - Landscaped areas.

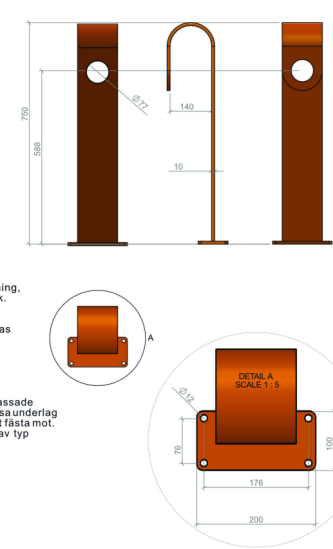
RESIDENTIAL COUNT

PHASE I - BUILDING #1

- BLDG 1A: 1 BEDROOM
3 UNITS / FLOOR X 3 = 9 TOTAL UNITS
2075 SF / FLOOR X 3 = 6,225 TOTAL SF
- BLDG 1B: 1 BEDROOM
4 UNITS / FLOOR X 3 + 3 GROUND = 15 TOTAL UNITS
2760 SF / FLOOR X 4 = 11,040 TOTAL SF
- BLDG 1C: 1 BEDROOM
5 UNITS / FLOOR X 4 = 20 TOTAL UNITS
3200 SF / FLOOR X 4 = 12,800 TOTAL SF
- BLDG 1D: 2 BEDROOMS
5 UNITS / FLOOR X 4 = 20 TOTAL UNITS
4500 SF / FLOOR X 4 = 18,000 TOTAL SF
- BLDG 1E: 1 BEDROOM
4 UNITS / FLOOR X 4 = 16 TOTAL UNITS
2770 SF / FLOOR X 4 = 11,080 TOTAL SF

PROPOSED NONRESIDENTIAL LAND USE

- BLDG 1A: GROUND FLOOR
2,965 SF / FLOOR X 1 = 2,965 TOTAL SF
- PHASE II - BUILDING #2
- BLDG 2A:
11 UNITS / FLOOR X 4 = 44 TOTAL UNITS
7,555 SF / FLOOR X 4 = 30,220 TOTAL SF
- BLDG 2B:
3 UNITS / FLOOR X 4 = 12 TOTAL UNITS
1,878 SF / FLOOR X 4 = 7,512 SF TOTAL SF



PROPOSED BIKE RACK

A1 DETAILED SITE DEVELOPMENT PLAN
1/16" = 1'-0"

PROJECT CALCULATION DATA

APPLICABLE CODES	
INTERNATIONAL BUILDING CODE 2015	
NFPA	
ADDAG	
TAS	
FHA	
ZONING	
PROPOSED ZONING - GMU	
YARD STANDARDS (MONTANA AVE. FRONTAGE):	
FY - 0'-0"	
RY - 0'-0"	
SYE - 0'-0"	
SYW - 0'-0"	
OCCUPANCY	
GROUP R2	
CONSTRUCTION	
TYPE VA	
ALLOWABLE NUMBER OF STORIES ABOVE GRADE (TABLE 504.4)	
TYPE VA S = 4 STORIES	
ALLOWABLE BUILDING HEIGHT (TABLE 504.3)	
TYPE VA S = 70	
LAND AREA	
TOTAL LAND AREA = 54,327.28 SF = 1.2472 ACRES	
BUILDING AREA	
PHASE I	15,345 GROUND X 4 LEVELS = 61,380 SF GROSS
PHASE II	10,129 GROUND X 4 LEVELS = 40,516 SF GROSS
TOTAL PHASE I AND II	15,345 + 10,129 = 35,474 GROUND X 4 LEVELS = 141,896 SF GROSS
ALLOWABLE AREA IN SF (TABLE 506.2)	
R-S SM TYPE VA = 36,000 SF PER FLOOR	
LEGAL DESCRIPTION	
PARCEL 2: LOTS 11 THROUGH 12, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.	
PARCEL 3: LOTS 1 THROUGH 6, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.	
PARCEL 4: LOTS 16 THROUGH 20, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.	
LOT 13, 14, AND 15 CAMPBELL ADDITION CITY OF EL PASO, EL PASO COUNTY, TEXAS.	
ALLEY TO BE VACATED	
LOT COVERAGE 100% (ENTIRETY OF BLOCK 266)	

RESIDENTIAL COUNT

	1 BDRM	2 BDRM
PHASE I - BUILDING #1		
GROUND LEVEL	12	5
SECOND LEVEL	16	5
THIRD LEVEL	16	5
FOURTH LEVEL	16	5
TOTAL	60	20
PHASE II - BUILDING #2		
GROUND LEVEL	11	3
SECOND LEVEL	11	3
THIRD LEVEL	11	3
FOURTH LEVEL	11	3
TOTAL	44	12
PHASE I & II = 136 TOTAL UNITS	104	32
PROPOSED DENSITY:	104 / 1.55 ACRE = 67 UNITS / ACRE	32 / 1.55 ACRE = 20.64 UNITS / ACRE

PROPOSED NONRESIDENTIAL LAND USE

BLDG 1A (1,080 SF):	BLDG 1B (592 SF):
• ASSISTANT OFFICE	• GROUND STORAGE
• MANAGER'S OFFICE	• OFFICE (2)
• BUSINESS CENTER	• LAUNDRY ROOM
• STO. / JAN.	• LAUNDRY STORAGE
• UNISEX RESTROOMS (2)	
TOTAL NONRESIDENTIAL: 2,667 SF	

MAXIMUM PROPOSED INTENSITY FOR NONRESIDENTIAL LAND USE:
141,896 GROSS SF / 2,667 NONRESIDENTIAL SF X 100 =
53% OF THE TOTAL SF IS NONRESIDENTIAL LAND USE (FLOOR AREA RATIO)

PARKING CALCULATIONS

1.5 P.S. - 1 BEDROOM 2 P.S. - 2 BEDROOMS	COMMERCIAL	GARAGE GROUND LEVEL: ACCESSIBLE PARKING SPACES = 4 PARKING SPACES = 24 TOTAL = 28 GARAGE SECOND LEVEL: PARKING SPACES = 27 GARAGE THIRD LEVEL: PARKING SPACES = 34 GARAGE TOTAL = 89 P.S.
PHASE I: 130 P.S. REQUIRED 0 PROVIDED	862 SF / 288 = MIN 3 P.S. 862 SF / 200 = MAX 4 P.S.	
PHASE II: 90 P.S. REQUIRED 0 PROVIDED		
PHASE I AND II 224 P.S. REQUIRED 0 PROVIDED = 224 P.S. SHORT		

BIKE RACK CALCULATIONS

REQUIRED 11 BIKE PARKING SPACE
PROVIDED 11 BIKE PARKING SPACES

LANDSCAPE CALCULATIONS

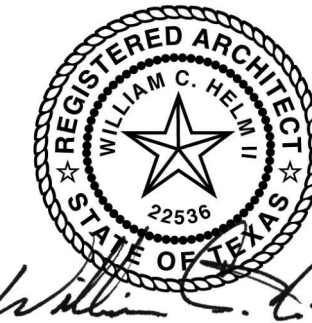
LOT AREA = 67,601 SF (1.55 ACRES)
FOOTPRINT OF PROPOSED BUILDINGS = 35,718 SF
FOOTPRINT OF EXISTING GARAGE STRUCTURE = 13,136 SF
TOTAL FOOTPRINT OF BUILDINGS = 48,854 SF
REQUIRED LANDSCAPE AREA = 7,328 SF (48,854 X .15 = 7,328)
LANDSCAPE AREA PROVIDED = 15,199 SF
REQUIRED UNITS OF PLANT MATERIAL = 6 (5,358 SF OF REQUIRED LANDSCAPE AREA)

REQ.	PROV.	NOTES
STREET TREES 0	34	BUILDING EXPANSION PROJECTS DO NOT REQUIRE NEW STREET TREES
BUFFER TREES 0	0	BUILDING EXPANSION PROJECTS DO NOT REQUIRE NEW BUFFER TREES
CANOPY TREES 10	10	96 PARKING SPACES / 10 = 9.6
PROJECT TREES 6	6	6 REQUIRED UNITS OF PLANT MATERIAL
TOTAL TREES 16	50	
PROJECT SHRUBS 270	270	6 X 45 = 270

NOTE: SINCE ONE EXISTING STRUCTURE WILL REMAIN WITHIN THE PARCEL, THIS PROJECT IS CLASSIFIED AS A BUILDING EXPANSION PROJECT AND THUS NO NEW STREET TREES OR BUFFER TREES ARE REQUIRED

in*situ
ARCHITECTURE

112 Texas Avenue | El Paso, TX 79901
p 915.533.SITU (7488)
www.insituarc.com



05.10.2021

HACEP - NUESTRA SEÑORA

HACEP

415 Montana Ave.
El Paso, Texas 79902

REVISION SCHEDULE

Number	Date	Description
--------	------	-------------

PROJECT STATUS: MASTER ZONING

ISSUE DATE: 05.10.2021

PROJECT NO.: 20019

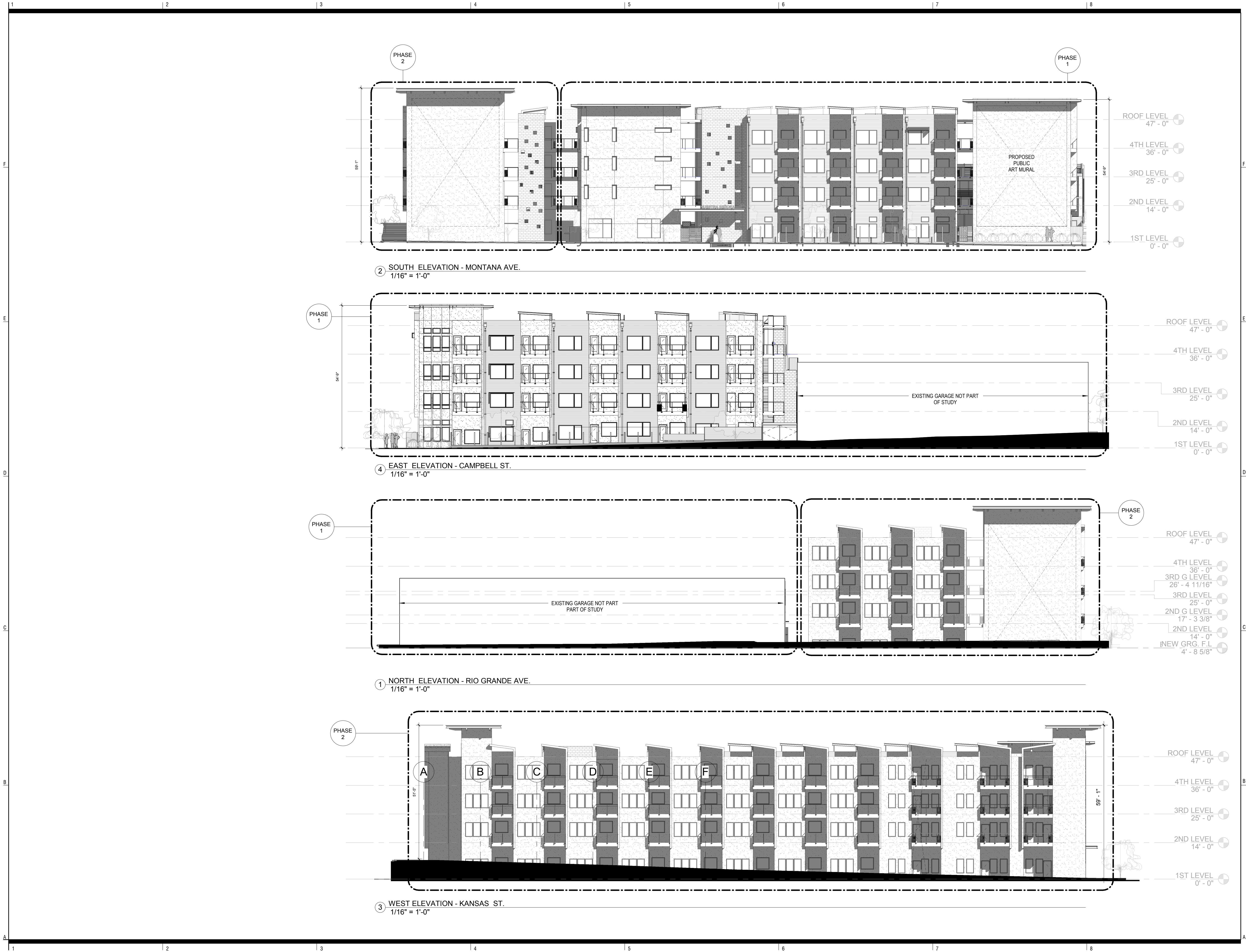
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SPECIAL PERMIT

DETAILED SITE
DEVELOPMENT
PLAN

A-1.0



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ARCHITECTURE

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p 915.533.SITU (7488)
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05.10.2021

HACEP - NUESTRA SEÑORA

HACEP

415 Montana Ave.
El Paso, Texas 79902

REVISION SCHEDULE

Number	Date	Description
--------	------	-------------

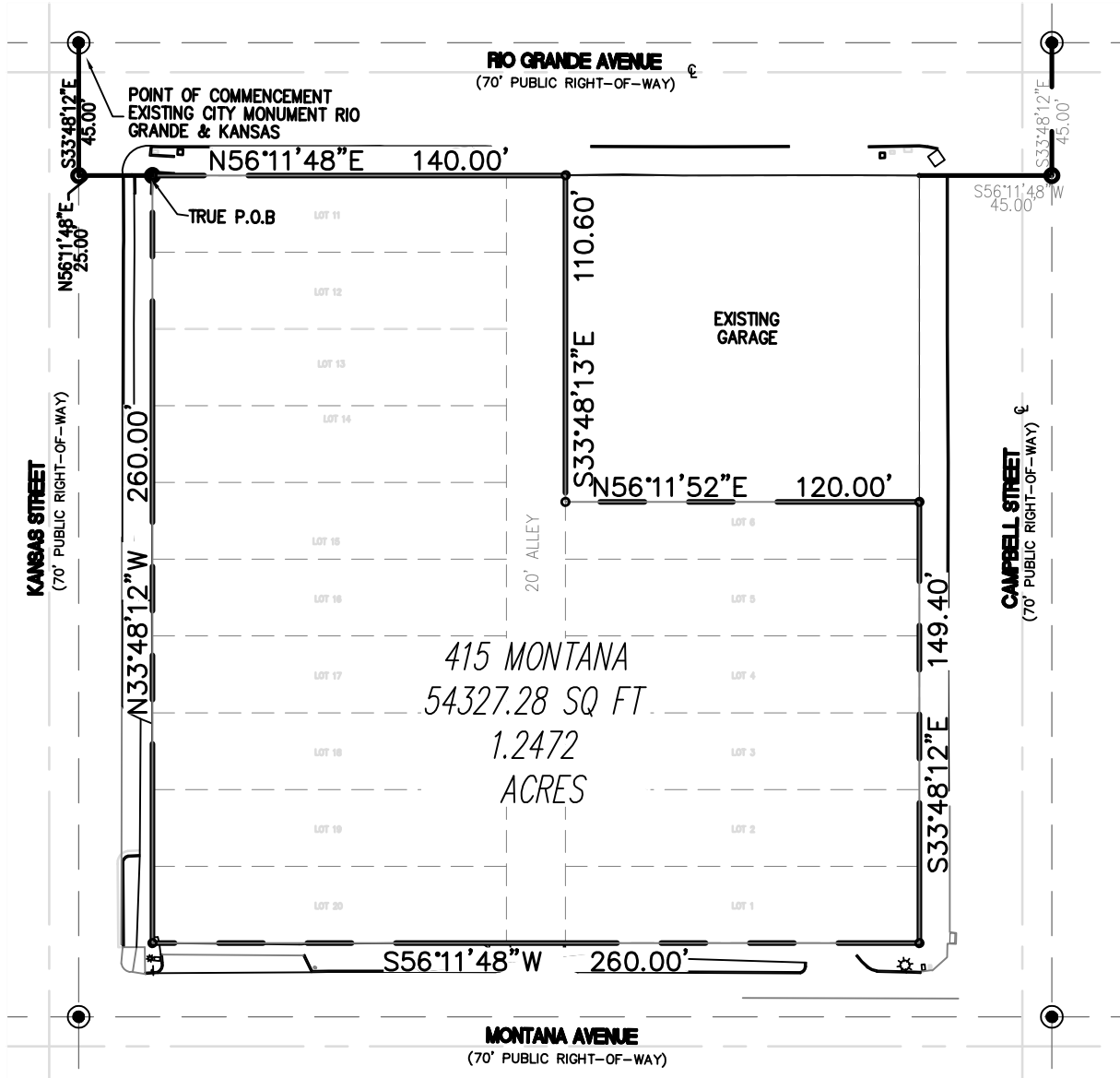
PROJECT STATUS:	MASTER ZONING
ISSUE DATE:	05.10.2021
PROJECT NO.:	20019
DRAWN BY:	MS
CHECKED BY:	EL, WH

DETAILED SITE
DEVELOPMENT
PLAN -
ELEVATIONS

A-1.1

EXHIBIT B

PARKING REDUCTION APPLICATION



NOTES:

1. SET 1/2" IRON WITH SLI CAP STAMPED TX2998 ON ALL PROPERTY CORNERS UNLESS OTHERWISE INDICATED.
2. BASIS OF BEARING: HARTS SURVEY NO.9
3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. THERE WERE NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

FLOOD INSURANCE INFORMATION

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY – PANEL NUMBER 480214 0039 B, DATED OCTOBER 15, 1982. THIS PROPERTY LIES IN FLOOD ZONE "C"

ZONE "C", AREAS OF MINIMAL FLOODING

DUE TO INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS THIS SURVEYOR DOES NOT CERTIFY TO THE ACCURACY OF LOCATIONS BASED ON SUCH MAPS. THIS FLOOD STATEMENT SHAL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

PLAT OF SURVEY: EXHIBIT "B"



SLI ENGINEERING, INC.

JOB #:09-20-4457

DRAWN BY: LCD

CK BY: GH

DATE: 04/22/2021

SCALE: 1"=40'

PROPERTY DESCRIPTION
ALL OF LOTS 1-6, &11-20, BLOCK
266, CAMPBELL ADDITION, AN
ADDITION TO THE CITY OF EL PASO,
EL PASO COUNTY, TEXAS.

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: _____

PARKING REDUCTION APPLICATION

METES AND BOUNDS DESCRIPTION
EXHIBIT "B"

ALL OF LOTS 1-6 & 11-20, BLOCK 266, CAMPBELL ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument, 10 foot north and 10 foot east of the centerline intersection of Kansas Street (a 70' right-of-way) and Rio Grande Avenue (a 70' right-of-way) respectively; Thence, South 33° 48' 12" East from said city monument and on the monument line of Kansas Street, a distance of 45.00 feet to a point; Thence, North 56° 11' 48" East, away from said monument line, a distance of 25.00 feet to point for a boundary corner lying on the intersection of the northerly right-of-way line of Kansas Street and the southerly right-of-way of Rio Grande Avenue, said point being the TRUE POINT OF BEGINNING of this boundary description;

THENCE, North 56° 11' 48" East, with said right-of-way line of Rio Grande Avenue (a 70.00' right-of-way), a distance of 140.00 feet to a boundary corner;

THENCE, South 33° 48' 12" East abandoning said right-of-way line a distance of 110.60 feet to a boundary corner lying on the easterly right-of-way line of a 20.00 foot Alley;

THENCE, North 56° 11' 52" East, abandoning said right-of-way, along the northern boundary line of Lot 6, a distance of 120.00 feet to a boundary corner lying on the westerly right-of-way line of Campbell Street (a 70.00 foot Public right of-way);

THENCE, South 33° 48' 12" East, along said westerly right-of-way line, a distance of 149.40 feet to a point, for the southeast corner of this boundary;

THENCE, South 56° 11' 48" West, abandoning said right-of-way, along the northerly right-of-way line of Montana Avenue (a 70.00 foot right-of-way) a distance of 260.00 feet to a point for the southwest corner of this boundary;

THENCE, North 33° 48' 12" West, abandoning said right-of-way along the easterly right-of-way line of Kansas Street (a 70.00' Public Right-of-Way) a distance of 260.00 feet to a point for the northwest corner of this boundary, said point also being the TRUE POINT OF BEGINNING of this boundary description.

Said Parcel of land containing 1.2472 acres (54,327.28 s.f.) of land, more or less.



SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

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This map and survey are being provided solely for the use of all parties listed in the certification and their assigns and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon APRIL 22, 2021.

METES AND BOUNDS



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

JOB #:09-20-4457

DRAWN BY: LCD CK BY: GH

DATE: 04/22/2021 SCALE: 1"=40'

PROPERTY DESCRIPTION
ALL OF LOTS 1-6, &11-20, BLOCK 266, CAMPBELL ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: _____

405 Montana Avenue

City Plan Commission — April 22, 2021 **REVISED**



CASE NUMBER: PZST21-00001
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Housing Authority of the City of El Paso
REPRESENTATIVE: SLI Engineering, Inc, c/o Georges Halloul
LOCATION: 405 Montana Avenue (District 8)
PROPERTY AREA: 1.55 acres
EXISTING ZONING: C-1/c/sp (Commercial/conditions/special permit)
A-2 (Apartments)
C-4/sp (Commercial/special permit)
REQUEST: Special Permit for Parking Reduction
RELATED APPLICATIONS: PZRZ21-00001
SURW21-00002
PUBLIC INPUT: One (1) letter in favor; three (3) calls, **two (2)** emails, and **five (5)** letters in opposition received as of **04/21/2021**

SUMMARY OF REQUEST: The applicant is requesting a special permit to allow for a 100% reduction of the required parking for a proposed multifamily development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL W/CONDITIONS** of the Special Permit to allow a 100% parking reduction subject to all comments provided in Attachment 7, as the proposed development meets the requirements of El Paso City Code Sections 20.14.070 Parking Reductions, 20.04.320 Special Permit, and 20.04.150 Detailed Site Development Plan. Furthermore, the proposed development is in keeping with the policies of the G-2, Traditional Neighborhood (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan and is subject to the following condition:

That the Montana Alley Vacation (SURW21-00002) be recorded prior to City Council approval.

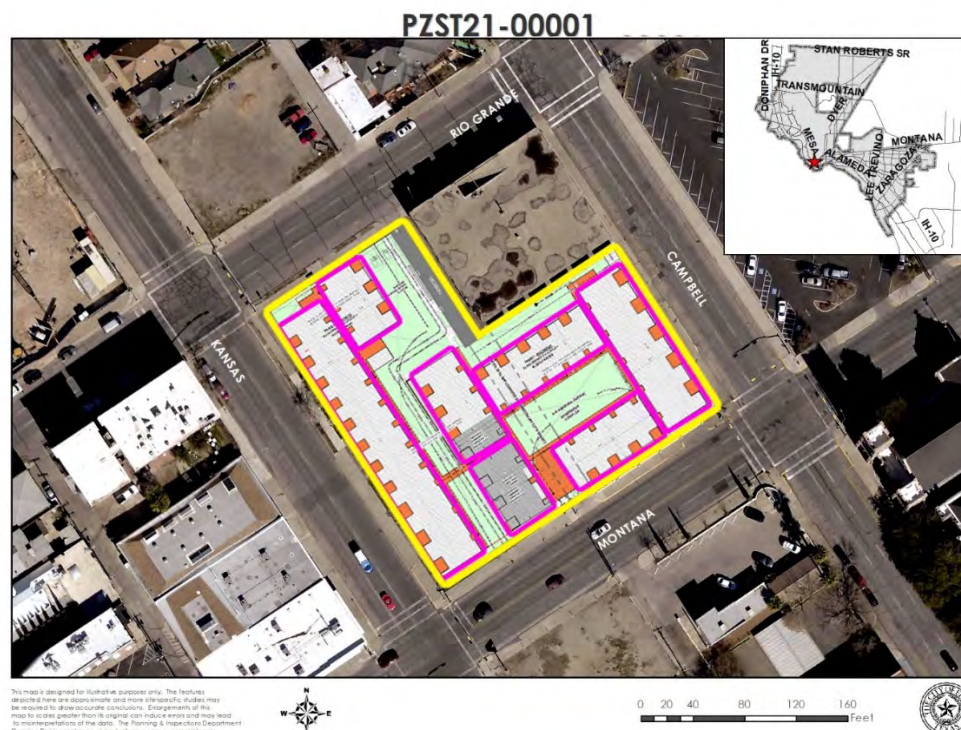


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting approval of a special permit to allow for a 100% reduction in required parking. The proposed multifamily development will consist of seven (7) buildings that will include one hundred four (104) one-bedroom units and thirty-two (32) two-bedroom units for a total of one hundred thirty-six (136) units. Additionally, it includes four (4) offices, a business center, storage rooms, restrooms, and laundry room facilities. The proposed development requires a total of two hundred twenty-four (224) parking spaces.

The applicant has conducted a parking study that shows a total of one hundred twenty-five (125) parking spaces available within 300 feet from the subject property with an average of one hundred four (104) parking spaces available during a 7:00 am thru 7:00 pm week day to serve the proposed use. The applicant has provided a letter from the Director of Sun Metro indicating that there are existing transit facilities within 1,000 feet of the subject property including one fixed route stop located adjacent to the subject property at Rio Grande Avenue and Kansas Street and one streetcar stop located on Stanton Street. Also, there are transit facilities for Sun Metro's Brio Route located on Oregon Street within walking distance (0.25 miles) from the proposed development. Additionally, the owner is proposing to rehabilitate an existing building into a parking garage that will provide eighty-nine (89) parking spaces. A total of one hundred ninety-three (193) parking spaces, that include the parking garage and on-street parking spaces, will be available to the proposed development. The proposed development will have access from Montana Avenue, Kansas Street, Rio Grande Avenue, and Campbell Street.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.14.070.B) – NEW DEVELOPMENT IN REDEVELOPMENT AREAS: Up to 100% parking reduction for a use involving the new construction of a structure(s) that is proposed as a redevelopment project located within a redevelopment area or transit oriented development corridor of the City. The applicant shall satisfactorily demonstrate compliance with all of the following conditions:

Criteria	Does the Request Comply?
1. That the structure(s) is located within one of the following redevelopment areas: the Downtown area (defined as the area between the Union Depot, Paisano Drive, St. Vrain Street, Olive Street, St. Vrain Street, the southern boundary of the Southern Pacific RR Reservation, Campbell Street and Interstate 10), the South El Paso area (defined as the area south of Paisano Drive, and lying between Santa Fe Street and Cotton Street), and any other redevelopment area of transit oriented development corridor as may be recommended by the City Plan Commission and approved by City Council.	Yes. The proposed development is adjacent to Montana Street, which is a transit corridor and is serviced by Sun Metro's Rapid Transit System (RTS) route.
2. That the proposed building coverage on the lot is necessary for the proposed use, both in design and function necessitating the reduction.	Yes. The proposed development's density is appropriate for the area with the development built up to the streets and covering most of the property.
3. That no vacant areas exist within three hundred feet of the property where the proposed use is to be located that can be reasonably developed to accommodate the off-street parking requirements.	Yes. The applicant has demonstrated that no other vacant properties exist within 300 feet of the property to accommodate the off-street parking requirements.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 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.	No. The special permit request is for 100% reduction of parking. Also, the property is being rezoned to G-MU (General Mixed Use) and the proposed development meets all the requirements of the proposed zoning district.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The proposed development will be built up to the street and is in character with Central El Paso. The proposed development's density is appropriate for a transit oriented development.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The proposed development is adjacent to Montana Avenue, considered a Major Arterial, and adjacent to Kansas Street, Rio Grande Avenue, and Campbell Street, which are considered Minor Arterials. Additionally, the proposed development will be served by public transit.
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. A Parking Study was conducted providing the amount of on-street parking spaces available within 300 feet. Furthermore, the proposed development will be additionally served by an adjacent parking garage and is being built in two phases.
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 proposed development complies with the El Paso City Code Chapter 18.46 (Landscape).
7. The proposed development is compatible with adjacent structures and uses.	Yes. The subject property is located in Central El Paso and the proposed development and uses are compatible with the surrounding properties.
8. The proposed development is not materially detrimental to the property adjacent to the site.	N/A. No impact on adjacent property 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?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-2, Traditional Neighborhood: This sector includes the remainder of Central El Paso as it existing through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in the Comprehensive Plan.</p>	Yes. The proposed development will be built up to the property line and is in character with Central El Paso. The proposed development's density is appropriate for a transit oriented development and will provide a mixture of residential uses to the area.

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:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>G-MU (General Mixed Use): The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district regulations permit flexibility and encourage more creative, efficient and aesthetically desirable design and placement of land uses.</p>	<p>Yes. The proposed zoning district is compatible with other zoning districts surrounding the property. Properties around the proposed development are zoned A-O (Apartment/Office), S-D (Special District), C-4 (Commercial), A-2 (Apartment), and G-MU (General Mixed Use) consisting of offices, surface parking, and apartments.</p>
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>N/A. The subject property is not located within any historic districts, other special designations, or study area plans.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>No adverse effects are anticipated.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>There are no anticipated effects on the natural environment.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is in transition with new developments providing a greater mixture of uses for the neighborhood.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>Developments existing on the subject property are being demolished. Moreover, the subject property is comprised of many different zoning districts. The proposed rezoning will apply a single zoning standard to the proposed development.</p>

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: El Paso Fire Department recommends conditional approval asking the applicant to demonstrate that where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), they are providing approved aerial fire apparatus access roads and that at least one side of the building should have aerial access. El Paso Water Utilities have asked for a full width easement along the 20' wide alley being vacated. Further coordination shall be made with the utility companies to remove or relocate all existing infrastructure.

PUBLIC COMMENT: The subject property lies within the boundaries of Houston Park Neighborhood Association, El Paso Central Business Association, and Sunrise Civic Group, who were notified by the applicant of the special permit request. Notices were provided to all property owners within 300 feet of the subject property on March 24, 2021. As of April 15, 2021, the Planning Division has received one (1) letter in favor; three (3) calls, two (2) emails, and five (5) letters in opposition received as of 04/21/2021 to the special permit request.

RELATED APPLICATIONS: A rezoning (PZRZ21-00001) is being requested for the property concurrently with the special permit application to rezone six (6) lots from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use), along with Master Zoning Plan approval. Montana Alley Right-of-Way Vacation (SURW21-00002) is proposing to vacate the 20-foot wide alley within Block 266, Campbell Addition. City Plan Commission (CPC) approved the right-of-way vacation request on February 25, 2021. The City Council public hearing is pending.

OTHER CONSIDERATIONS: The proposed multifamily development will be located within walking distance (0.25 miles) of Pat O'Rourke Recreation Center (0.20 miles), Houston Park (0.25 miles), and El Paso Community College (0.20 miles). Furthermore, there are several Sun Metro's fixed route stops, that include regular bus, streetcar, and Brio service. The proposed development is also in close proximity to two (2) parochial schools and two (2) daycares, and a medical provider. Additionally, there are numerous employers in the area including main offices for major employers such as El Paso Independent School District and City of El Paso.

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 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.
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:

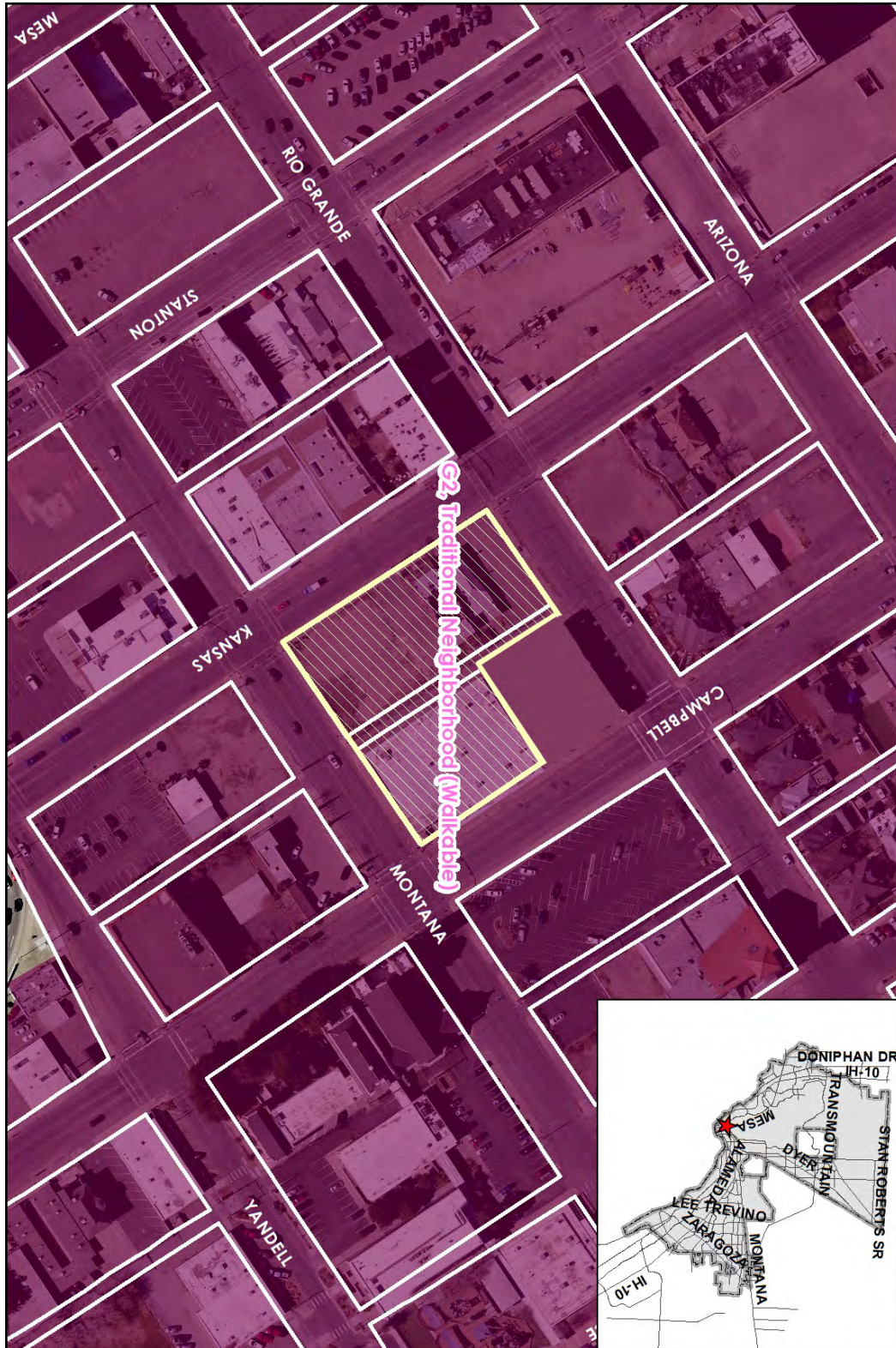
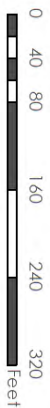
1. Future Land Use Map
2. Zoning Map
3. Neighborhood Notification Boundary Map
4. Letter in support
5. Letters and email in opposition
6. Detailed Site Plan
7. Department Comments
8. Parking Study

ATTACHMENT 1

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than 1:10,000 can induce errors and may lead to incorrect conclusions. Planning Division makes no claim to its accuracy or completeness.

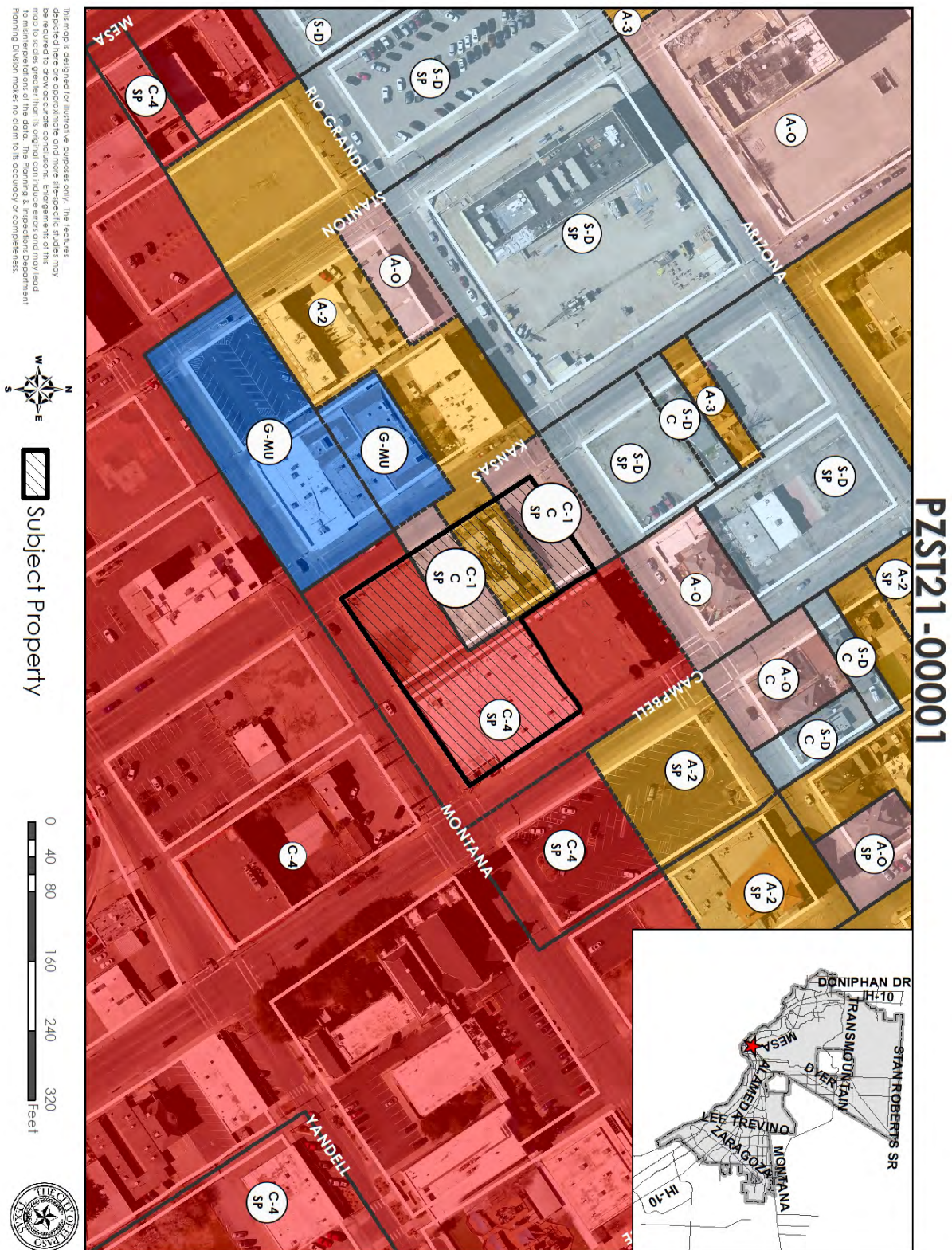


Subject Property



PZST21-00001

ATTACHMENT 2



ATTACHMENT 3



PZST21-00001

ATTACHMENT 4



April 7, 2021

City Plan Commission
City of El Paso

Re: Nuestra Senora, a Tier 1 Infill Development

We are writing to urge the CPC to support Nuestra Senora's request for a parking reduction. Nuestra Senora is an 80-unit mixed income development located within a City of El Paso designated Tier 1 urban infill zone. The property is located at the SW corner of Campbell St. and E. Rio Grande. Please see attached Exhibit 1 which outlines the Tier 1 boundaries and includes the Nuestra Senora property. The development site was purposely selected by HACEP to fulfill City's Tier 1 in-fill objectives. It was submitted to, evaluated and supported by the City of El Paso and subsequently acquired by HACEP. Other proposed developments were not located in Tier 1 urban zones. Please see attached Exhibit 2. The Nuestra Senora development scored the highest on City of El Paso criteria and was subsequently fully supported by the City of El Paso through resolution by Council in early 2020 and continues in support by City staff. Please see attached Exhibits 3, 4 and 5. Additionally, all 80 units will be available at affordable rents, with units being offered at 60%, 50% and even 30% of Area Median Income.

The development is one of the very few developments in the downtown area to provide affordable housing to El Paso families. We realize and appreciate the support provided to the development by the City and City staff.

We do not make this parking reduction request lightly, and we know the City is attentive to, aware and supportive of the challenges associated with in-fill development, including providing required assistance to in-fill development projects.

Our Nuestra Senora development is unique for several reasons. Consider that our development is strictly residential, and our residents typically do not own automobiles. For example, at Blue Flame, another HACEP downtown development, we have 120 apartments and fewer than 50% of the residents/tenants have automobiles. Our residents continue to use public transportation as their primary source of transportation, which is another reason we selected this location with its proximity to public transportation. A bus stop is located less than 100' away and a trolley stop less than a block away from our Nuestra Senora development. Our affordable housing experience shows our residents will continue to utilize the existing public transportation system.

Our residents primarily use on-site parking ("off-street") and off-site ("on-street") parking in the evenings during off peak hours. We believe this will be true with Nuestra Senora. The residents drive to their jobs during work hours and will return to their apartment in the evening. By comparison, other commercial developments' employees, including those around Nuestra Senora, will use on-street

21260 Gathering Oaks ♦ Suite 101 ♦ San Antonio, Texas 78260 ♦ 210-694-2223 fax 210-694-2225



parking during the day to commute home after work. Therefore, we believe the competition for on-street parking at Nuestra Senora is counter to and does not conflict with daily peak parking demand resulting from adjacent commercial employers.

Finally, the Nuestra Senora development includes the rehabilitation of the existing parking garage located at the SWC of Rio Grande and Campbell. As a result of the parking garage, Nuestra Senora will be providing a structured off-street parking to its residents. Therefore, the development does not solely rely upon on-street parking. Residents will park in the parking garage at no charge. City ordinance requires 220 parking stalls for Nuestra Senora. The parking garage will include a total of 89 parking spaces. However, based on our tenant profile, we believe Nuestra Senora will require only 50 parking spaces. This represents a parking reduction request to the Plan Commission of 60%. Given HACEP's history of similar projects, we feel we can accommodate most the Nuestra Senora's parking needs within this parking garage. In brief, we feel there will be little need for any on-street parking by our residents and if there is an unmet resident parking requirement, it will be after daily business hours.

For these reasons, we feel our parking reduction request makes sense for this residential development and will not increase the current on-street peak parking demands in any meaningful way. Therefore, for the reasons presented in this memorandum, we feel that a reduction in total required spaces is warranted and should be supported in recommendation by the CPC.

Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan Wilson', is written over a horizontal line.

Ryan Wilson
Senior Partner
Franklin Companies

21260 Gathering Oaks ♦ Suite 101 ♦ San Antonio, Texas 78260 ♦ 210-694-2223 fax 210-694-2225

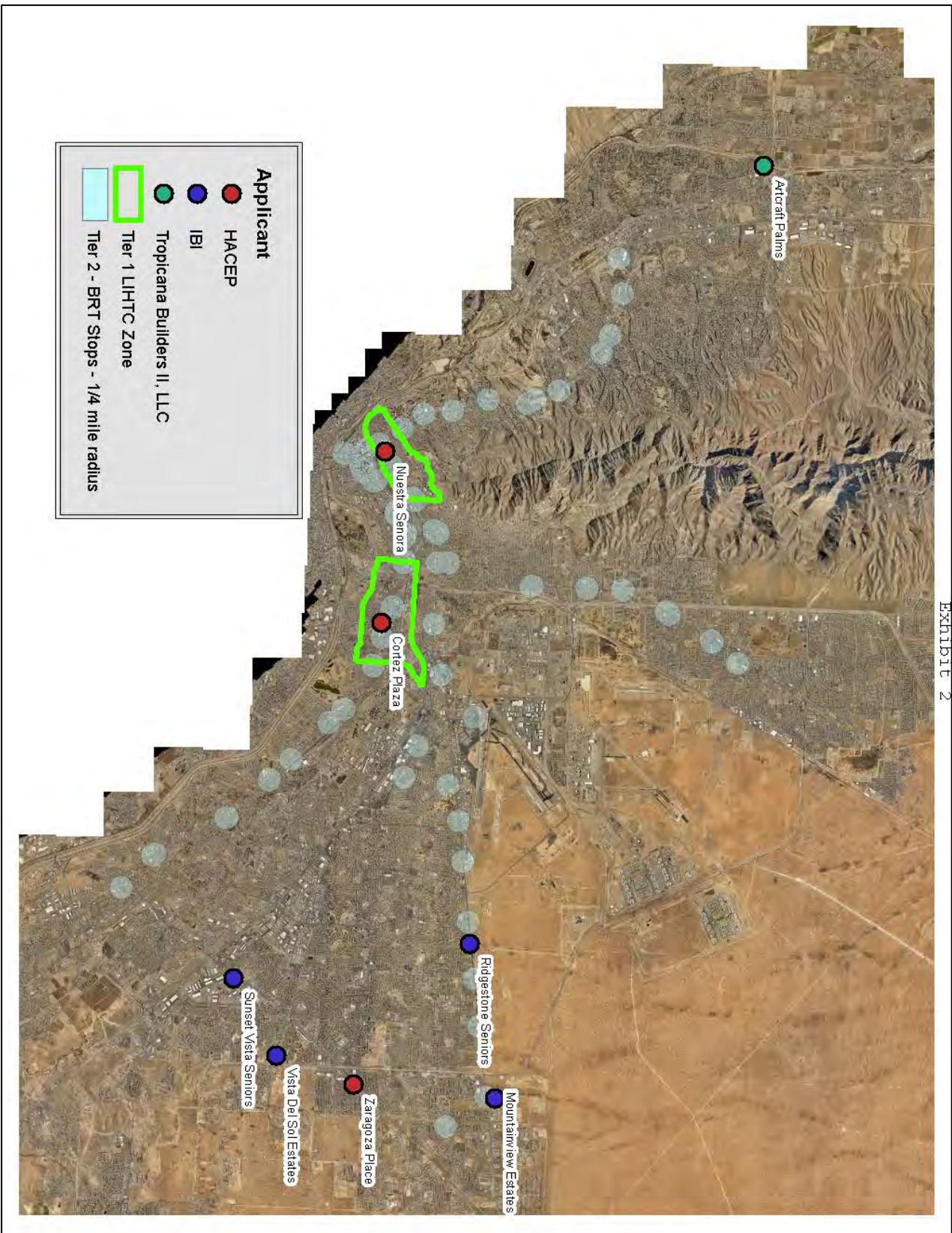


Exhibit 3

Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals

Value Statement	Total Points	Evaluation Criteria and/or Scoring Breakdown (points)	Plan El Paso Reference (These goals and policies are to be referenced to ensure proposed projects comply with Plan El Paso. Proposals need not address all goals and policies referenced below; rather, listed goals and policies should be used to inform the scoring of proposals against the Evaluation Criteria.)
1. Maximize affordable housing units within the City of El Paso with whatever combination of projects produces the most affordable housing units given allocation of funds for the region	35	<p>a) 15 points for the proposal with the greatest number of units. All other proposals receive a point value equal to 15 multiplied by the percentage of units proposed as compared to the development with the greatest number of units. (ex. Development X proposes 50% of the total units that the development with the greatest number of units proposes. Points for Development X = 15 points x 50% = 10 points).</p> <p>b) 8 points for the development with the most units for households at or below 30% AMI. All other proposals receive a point total equal to 8 multiplied by the percentage of 30% AMI units compared to the development with the greatest number of 30% AMI units.</p> <p>c) 7 points for the development with the most units for households between 31% and 60% AMI. All other proposals receive a point total equal to 7 multiplied by the percentage of 31%-60% AMI units compared to the development with the greatest number of 31%-60% AMI units.</p> <p>d) 5 points for the development with the greatest number of units produced per amount of tax credit.</p>	Goal 6.1 - Housing Supply (Policies 6.1.1 & 6.1.2)
2. Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services	20	<p>Actively supporting residents of the project through provision of staffing, investments in programs/services, MOUs with other providers, and/or in house staff providing services.</p> <p>Categories of Services:</p> <p>a) Education (5 pts)</p> <p>b) Economic development/workforce and entrepreneurial development (including homeownership programs) (10 pts)</p> <p>c) Supportive/social services (5 pts)</p>	<p>Goal 5.12 - Museum & Cultural Affairs</p> <p>Goal 5.14 - Schools</p> <p>Goal 5.17 - Civic Buildings</p> <p>Goal 7.12 - Educational Opportunities</p> <p>Goal 9.3 - Access to Healthcare (Policy 9.3.1)</p> <p>Goal 6.1 Housing Supply; supportive housing (Policy 6.1.3)</p> <p>Policy 10.7.6: Promote behavioral changes and consumption patterns that conserve energy</p> <p>Goal 10.16: Reduce "Food Miles" or the distance that food must travel to El Paso, and the associated pollution and fuel consumption associated with long-distance food transport.</p>

The City of El Paso, Texas

Approved 10/15/2019

3. Residents given an opportunity for inclusiveness and afforded an opportunity to access public services	10	<p>Categories:</p> <p>a) No physical barriers separating the development from the neighborhood and commercial/public services (4 pts)</p> <p>b) Gathering points/areas that bring together residents of the project and residents of the neighborhood at large (3 pts)</p> <p>c) Development has a mix of units at various income levels to include 80% AMI and/or marketrate. (3 pts)</p>	<p>Goal 2.1 - Smart Location Principles</p> <p>Goal 2.2 - Neighborhood Patterns</p> <p>Goal 4.2 - Complete Streets (Policy 4.2.8)</p> <p>Goal 4.5 - Network Principles; minimize isolating communities (Policy 4.5.8)</p> <p>Goals 5.8 & 5.9 - Parks</p> <p>Goal 6.1 - Housing Supply (Policies 6.1.1, 6.1.2 & 6.1.7)</p> <p>Goal 6.2 - Existing Neighborhoods (Policy 6.2.1)</p> <p>Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3)</p> <p>Goal 9.3 - Access to Healthcare</p> <p>Goal 10.6 - Atmosphere; promote new development that encourages a sustainable lifestyle such as walking, cycling, the use of public transit, and reducing dependence upon automobiles (Policy 10.6.3) .</p>
4. Local presence and long-term accountability in El Paso	15	<p>Applicant has:</p> <p>a) Past experience involved in a development team constructing, operating and/or providing affordable housing for residents who fit the demographic profile to be served in El Paso (4 pts)</p> <p>b) A staff presence in El Paso of at least 5 employees (4 pts)</p> <p>c) 5 or more years experience as part of a development team financing, building, operating or managing affordable housing in El Paso (4 pts)</p> <p>d) Commitment to extended affordability beyond 30 years. (1 point for every 5 years of extended affordability beyond 30 years) (up to 3 pts)</p>	N/A

The City of El Paso, Texas

Approved 10/15/2019

5. Meets City smart growth Initiative as set out in Plan El Paso	20	Each project will be evaluated and scored by City of El Paso staff. Tier 1 projects can score up to 20 points under this category. Tier 2 projects can score up to 10 points under this category. (This is intended to prioritize Tier 1 projects while not ruling out creative, impactful projects in Tier 2.)	<p>Goal 1.1 - Downtown (if proposed project is located downtown)</p> <p>Goal 1.2 - Traditional Neighborhoods (Policy 1.2.3)</p> <p>Goal 1.3 - Neighborhood Retrofits; bus routes and RTIS stops (Policies 1.3.1 & 1.3.2)</p> <p>Goal 1.4 - New Neighborhoods</p> <p>Goal 1.5 - Outward Expansion</p> <p>Goal 1.9 - Industrial Lands (Policy 1.9.4)</p> <p>Goal 1.10 - Growth Areas and Overlays (Policies 1.10.3 - 1.10.5)</p> <p>Goal 2.1 - Smart Location Principles</p> <p>Goal 4.1 - Compact Urban Areas (Policy 4.1.2)</p> <p>Goal 4.7 - Air Quality (Policies 4.7.1 & 4.7.3)</p> <p>Goal 4.11 - Public Transportation (Policies 4.11.2, 4.11.3 & 4.11.6)</p> <p>Goal 6.1 - Housing Supply (Policies 6.1.1 - 6.1.3, 6.1.7)</p> <p>Goal 6.2 - Existing Neighborhoods (Policy 6.2.1)</p> <p>Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3)</p> <p>Goal 6.4 - Housing Affordability</p> <p>Goal 7.3 - Dynamic Walkable Neighborhoods (Policy 7.3.3)</p> <p>Goal 7.11 - Complete Streets</p> <p>Goal 9.4 - Exposure to Environmental Risk (Policies 9.4.1a, 9.4.1c, 9.4.1e)</p> <p>Goal 9.5 - Encourage Physical Activity Through Design (Policies 9.5.4 & 9.5.6)</p> <p>Goal 9.6 - Encourage Well-Being (Policy 9.6.6)</p> <p>Goal 10.5 - Stormwater; (Policy 10.5.2, Policy 10.5.7, Policy 10.5.9)</p> <p>Goal 10.6 - Atmosphere; promote both roof and non-roof strategies to mitigate the urban heat island effect (Policy 10.6.9).</p> <p>Goal 10.7 - Energy/Public transit (Policy 10.7.2).</p> <p>Goal 10.8: Protect and enhance ecologically sensitive areas such as aquifer recharge zones, hillsides, bosques, arroyos, wetlands, and plants and wildlife resources.</p> <p>Goal 10.9: Preserve the valuable natural resources of the mountain and hillside areas and minimize the exposure of potential environmental hazards associated with their development.</p> <p>Goal 10.10: Protect the community from risks associated with geologic conditions.</p> <p>Goal 10.13: Protect City residents from the effects of excessive noise or vibration.</p> <p>Goal 10.14: Improve public safety by developing appropriate lighting and control standards.</p>
TOTAL POSSIBLE POINTS		100	

The City of El Paso, Texas

Approved 10/15/2019

Compiled Detail Scoring by Request

Requests were scored by staff from the Capital Improvement Department, Community & Human Development Department, and Planning & Inspections Department using the Council approved Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals.

Development Name	Score Value 1	Score Value 2			Score Value 3			Score Value 4				Score Value 5	TOTAL SCORE
		2a. Education	2b. Economic Dev.	2c. Social Services	3a. barriers	3b. gathering areas	3c. Mix of income levels	4a.	4b.	4c.	4d.		
Artcraft Palms	27.4	3.8	8	4.2	2.2	2.8	2.4	3.4	3	3.2	3	0.0	63.4
Vista Del Sol Estates	21.8	3.8	7	3.6	2.2	2.6	1.6	3	2.8	2.8	0	0.0	51.2
Sunset Vista Seniors	11.3	3.8	7.8	3.4	2.4	2.6	1.6	3	2.8	2.8	0	0.0	41.5
Ridgestone Seniors	12.5	3.8	7.6	3.6	2.2	2.6	2	3.2	2.8	2.8	0	0.0	43.1
Mountainview Estates	21.8	4	7.4	3.6	2	2.4	1.6	3.2	3	3	0	6.5	58.5
Nuestra Señora	29.8	4.6	9.4	4.6	3.8	2.8	3	3.8	3.4	3.4	3	18.0	89.6
Cortez Plaza	32.0	4.6	9	4.6	3.2	2.6	2.2	3.6	3.4	3.2	3	14.2	85.6
Zaragoza Place	33.8	4.2	7.6	4.2	2.4	2.6	1.8	3.6	3.2	3.2	3	0.0	69.6

RESOLUTION

WHEREAS, the Housing Authority of the City of El Paso (HACEP) has proposed a development for affordable rental housing at 405 Montana Ave., El Paso, Texas 79902, named Nuestra Senora, in the City of El Paso, Texas; and

WHEREAS, HACEP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for Nuestra Senora; and

WHEREAS, HACEP has requested a waiver of permit fees in the amount of \$500 from the City of El Paso.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it **supports** the proposed **Nuestra Senora** located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 20190) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 3, 2020.
2. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has committed to HACEP, a waiver of \$500.00 in permit fees; these funds shall be used in developing **Nuestra Senora** located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 20190).
3. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this _____ day of _____, 2020.

THE CITY OF EL PASO

Dee Margo, Mayor

ATTEST:

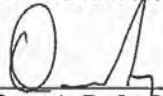
Laura D. Prine
City Clerk

(Signatures on the following page)

20-1039-1867 | 965241
HACEP- Nuestra Senora
OAR

Page 1 of 2

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole M. Ferrini
Director, Community & Human Development
Department

20-1039-1867 | 965241
HACEP- Nuestra Senora
OAR

Page 2 of 2

ATTACHMENT 5



ANCHORED IN CHRIST, LIVING IN COMMUNITY, SERVING IN THE SPIRIT

April 8, 2021

Mayor Oscar Leeser
Members of the El Paso City Council
City of El Paso Plan Commission
City of El Paso Planning and Inspections Department

City Plan Commission
Planning Division
P.O. Box 1890
El Paso, Texas 79950-1890

RE: Cases: PZR221-00001 and Pzst21-00001

Dear City of El Paso Officials,

The Vestry (Board) of the Church of St. Clement, voted on March 30, 2021, to object to the special permit for parking proposed for the Public Housing Project at 405 Montana Avenue (Block 266, Campbell Addition, City of El Paso, El Paso, County, TX). While we have no objection to the multi-use housing plan that is proposed, we are concerned that the reduction in parking will put an undue burden on adjacent neighborhoods, businesses, and our Church and School.

The Church of St. Clement, the oldest Protestant Church in El Paso, has been in our present location since construction on the church began in October 1906. Our campus includes St. Clement's Parish School, an elite Blue Ribbon educational institution that accommodates over four hundred students. In addition, the Kelly Memorial Food Bank is using our buildings and parking lot on the corner of Montana and Campbell, and which serves hundreds of needy families daily. We are also aware that some of the Imagine 10 proposals involve diverting more traffic to Montana and Rio Grande Streets, which may also impact parking.

We would welcome a meeting to discuss our concerns. We would like to see a detailed plan that shows the number of spaces dedicated to the Nuestra Senora housing facility, including numbers of spaces for handicapped and guest spaces. Since our parking lot is adjacent to the proposed facility, we would like to know how the Housing Authority and City of El Paso will ensure that our parking lot is not used by residents and guests.

Regards,

A handwritten signature in black ink, appearing to read 'William Cox Cobb', followed by a small cross symbol.

William Cox Cobb, Rector

810 N. CAMPBELL AT MONTANA • EL PASO, TEXAS 79902-5203 • (915) 533-4915 • FAX (915) 533-1958
OFFICE@STCLEMENTS.COM • WWW.STCLEMENTS.COM

April 8, 2021

Javier Jay Reyes & Associates
EM: Javrey@aol.com
(915)542-0550

Owner of: 1122 Montana, 1127 Montana, 1001 Montana, 1112 Montana, 813 N. Kansas, and other surrounding properties

Re: Case # PZST21-00001

Luis Zamora,

It is easy just to approve this projects for the sake of progress; however, lets be realistic, you are approving a monster of a problem.

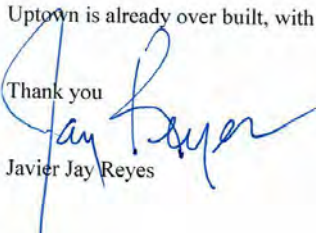
Downtown is overbuilt with not enough parking and congestion. We do not want uptown to have the same problems.

Housing Authority of the City of El Paso operates with our tax dollars and can afford to cut back the building area. Just imagine all the employees, visitors, and tenants looking for parking everyday, re-think your approval.

Uptown is already over built, with not enough parking.

Thank you

Javier Jay Reyes



KELLY CENTER FOR HUNGER RELIEF

Fighting Hunger in El Paso

Board of Directors

Thomas L. Wright, President
Attorney at Law
Tresa Rockwell, Vice President
Executive Director
Progress321
Cynthia S. Prieto, Treasurer
Vice President & Controller
El Paso Electric
Alise Mann, Secretary

Greg Anderson
Attorney at Law
Ames Davis
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Briana M. Gomez-Valenzuela
Tax Manager
Lauterbach Borschow
Mary Bell Haney
Educator
Rev. Scott Meador
Pastor
Trinity-First UMC
Matthew Niland
Vice President
The Niland Co.
Shari S. Schwartz
Educator
Jimmy Stevens, CPA
Alex M. Wankier
Audit Associate
PriceWaterhouseCoopers
Charles Andrew Whatley
Senior Partner
Evolve7 Digital Marketing

Jerald Hobson, ex officio
Jardin de Milagros

Warren E. Goodell
Executive Director
915-261-7499
wgoodell@kmfp.org

April 13, 2021

Mayor Oscar Leeser
El Paso City Council
El Paso Plan Commission
P.O. Box 1890
El Paso, Texas 79950-1890

Regarding Cases PZR221-00001 and Pzst21-00001

Dear Mayor Leeser, City Officials and members of the City Plan Commission:

Kelly Center for Hunger Relief has learned that the Public Housing Authority will be building a multi-use housing project at 405 Montana Avenue, El Paso, Texas. In keeping with our mission, we look forward to serving the City and the housing residents should there be any food challenges faced by the residents. However, we are concerned about the impact posed by the potential parking availability.

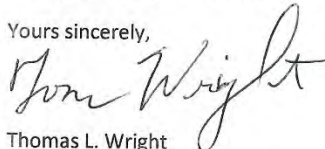
Kelly was organized for the purposes of procuring and distributing food and provisions to the needy and assist or develop programs that benefit the needy and low-income persons of the El Paso, Texas community. A core component of Kelly is the FreshStart Program which through support, education, training and partnering, assists families to overcome food insecurity and develop self-sufficiency. The Covid-19 pandemic has increased the need for this program and has also resulted in the need to significantly expand Kelly's food pantry distribution from 2,700 families per month to 18,000 per month.

We lease our building from St. Clements Church and St. Clements has permitted us to use the parking lot adjacent to our building. Any disruption of the parking lot or parking areas surrounding Kelly would make it difficult for Kelly to fulfill its mission in addressing food insecurity in the El Paso Community.

The normal parking requirements to approve a project such as this were developed for a reason, to avoid parking problems. They should be adhered to. Kelly Center for Hunger Relief wishes to express its opposition to any variance being given to the Housing Authority regarding parking requirements.

We appreciate your consideration in this matter.

Yours sincerely,



Thomas L. Wright
President

915-261-7499

915 N. Florence St. – El Paso, TX 79902

www.kmfp.org

600 MONTANA AVE. • EL PASO, TEXAS 79902



915-533-4248 • www.stclements.org

April 18, 2021

To Whom It May Concern:

I am writing to express our school's concern to the proposed Public Housing Project that will be located at 405 Montana Avenue. Our school currently uses the parking lot for our hundreds of students not only during the day, but for special events, activities, fundraisers, programs, and ceremonies. We would like to ask to be included in the planning, particularly for the parking spaces that will be need to serve residents.

Our campus, for example, has events during a non-pandemic-year that utilize parking along Montana, Florence, Ochoa, St. Vrain, and Vandell streets to name a few. I am currently concerned with traffic and safety problems in our existing neighborhood. The bus stop on Montana has been moved twice in the past three years to allow for traffic to be within line of sight for our crossing guards to allow the children to cross Montana safely. Traffic and spacing are my areas of concern. We have been asked by local families to find alternate routes for our carpool lanes that extend for many blocks. With more traffic and limited parking, our vast carpool routines are sure to be affected.

Our school and church are already limited in the parking capacity for the area. May we meet with planners to detail the current plans for the new housing development so that we have an accurate picture of how our zone will be impacted? For these reasons, I would wholeheartedly recommend communicating with St. Clement's Church and School so that we may work together to support our city's planning efforts.

Respectfully,

Sara McCleskey

Head of School

April 21, 2021

City Plan Commission
Planning Division
P.O. Box 1890
El Paso, Texas 79950-1890

Re: PZST21-00001 – Special Permit for Parking Reduction at 405 Montana Ave

Dear City Plan Commission,

This letter serves as a follow-up to our original letter of opposition to PZST21-00001 dated April 8, 2021. As previously noted, the Vestry (Board) of the Church of St. Clement voted on March 30, 2021 to object to the special permit for a parking reduction at 405 Montana Avenue. While we have no objection to the multi-use housing plan that is proposed by the Housing Authority of the City of El Paso (HACEP), we are concerned that the reduction on parking will put an undue burden on adjacent neighborhoods, businesses, and our Church and School.

During the last year, our Board has spent a considerable amount of time in dialogue with the Texas Department of Transportation (TxDOT) regarding future alternatives for the expansion of I-10 through Downtown. Based on TxDOT's top three alternatives, each alternative would have a significant impact on the circulation of traffic and the availability of on-street parking along Campbell, Rio Grande, and other adjacent streets within the neighborhood. Since TxDOT has not released the final plans for the expansion of I-10, we can't make an informed decision on what the actual impact will be to the parking situation within the neighborhood. There could be large section of on-street parking removed, particularly along Campbell, in order to accommodate the plans being proposed by TxDOT.

The Church of St. Clement, the oldest Protestant Church in El Paso, has been at its present site since 1906. St. Clement's Parish School has been located in the neighborhood since the 1950s and has worked throughout the years to meet our parking requirements for teachers, staff, parents, and visitors. We have four surface parking lots that accommodate our required parking and partnered with the City of El Paso several years ago to reimagine and transform Yandell into a pedestrian friendly street with angled parking and abundant landscaping. We have demonstrated our commitment to meeting our parking requirements and through partnerships with the City of El Paso to ensure that our campus does not negatively impact parking within the neighborhood.

Again, we are not opposed to the multi-use housing plan that is proposed but ask that HACEP, as a quasi-public agency, meet their required parking. HACEP's proposal development will be constructed on an ENTIRE city block, which is more than enough acreage to meet their required parking. Please note that the requested parking reduction is for 131 parking spaces, which will undoubtedly force residents of this new development to park along adjacent roadways that will impact the existing single-family residences on Rio Grande and the parking within the St. Clement's Parish School campus.

In our previous letter, we asked for the opportunity to have a meeting regarding this project. We did not receive a response to our request. We would still like the have a meeting so that we can discuss our concerns with the City of El Paso and HACEP.

Regards.

Gus Haddad

L. Gus Haddad
Representative

Zamora, Luis F.

From: David Etzold <etzoldco@att.net>
Sent: Tuesday, March 30, 2021 5:30 PM
To: Etiwe, Philip F.
Cc: Zamora, Luis F.
Subject: Cases PZRZ21-00001 and PZST21-00001 (405 Montana)

Philip and Luis,

I have been asked to represent St Clements Church at the hearing on the above cases for HACEP's Nuestra Senora Project at 405 Montana. The church is specifically concerned about the direct impact of the **50% parking waiver** being requested, as our neighborhood has limited street parking. The church formally objects to granting said waiver. The Housing Authority should provide adequate code-compliant off-street parking for this project, as are most private developers.

We welcome the new residents of this project to our neighborhood. The church hopes that every one of them will feel welcomed, as so many generations have, within the walls of the Church of St Clement. By granting the waiver, though, the City of El Paso and HACEP will be placing an undue burden on the residents to seek (and compete for) the limited street parking spots available. The temptation to park illegally on our (and other's) private property (because of the lack of proper on-site parking) could create tensions in the neighborhood which are not conducive to building good neighborly relationships. Help us avoid that disaster. We ask the CPC and City Council to require the Housing Authority, on this nearly \$18 million project, to provide adequate, code-compliant on-site parking for their residents.

Should the CPC deem such a waiver is necessary for the safety, health and welfare of the public, the Church of St Clement stands to suffer direct negative economic impact from this waiver. We own parking lots serving our several church services, school, day care and English language classes immediately across Campbell Street from the subject project and along Montana Avenue, in the 500 Block. If any nearby property owner were at risk of having to monitor and control the proper use of their parking lots, and incur new, undue expense to do so, it would be this one.

In my experience, when such waivers are requested, the City will usually require a Parking Study of the surrounding area. I would appreciate a copy of said Study before the hearing Thursday. I would also request a copy of Staff Comments generated for said hearing.

I will be on the video conference hearing, and will attempt my call-in comments at the appropriate time.

Thank you,

David Etzold

ETZOLD & CO

Commercial Real Estate Brokers and Consultants

The Cortez Building, Suite 824
310 North Mesa Street
El Paso, TX 79901
(915) 845-6006 Office
(915) 351-9255 Fax

Email to: etzoldco@att.net

Zamora, Luis F.

From: Marilyn Jay <marilyn@stclements.com>
Sent: Tuesday, April 20, 2021 4:12 PM
To: Zamora, Luis F.
Cc: marilynajay@icloud.com
Subject: Case number: PZST21-00001

I want to express my opposition to the proposed Special Permit for Parking Reduction related to the property at 405 Montana Avenue.

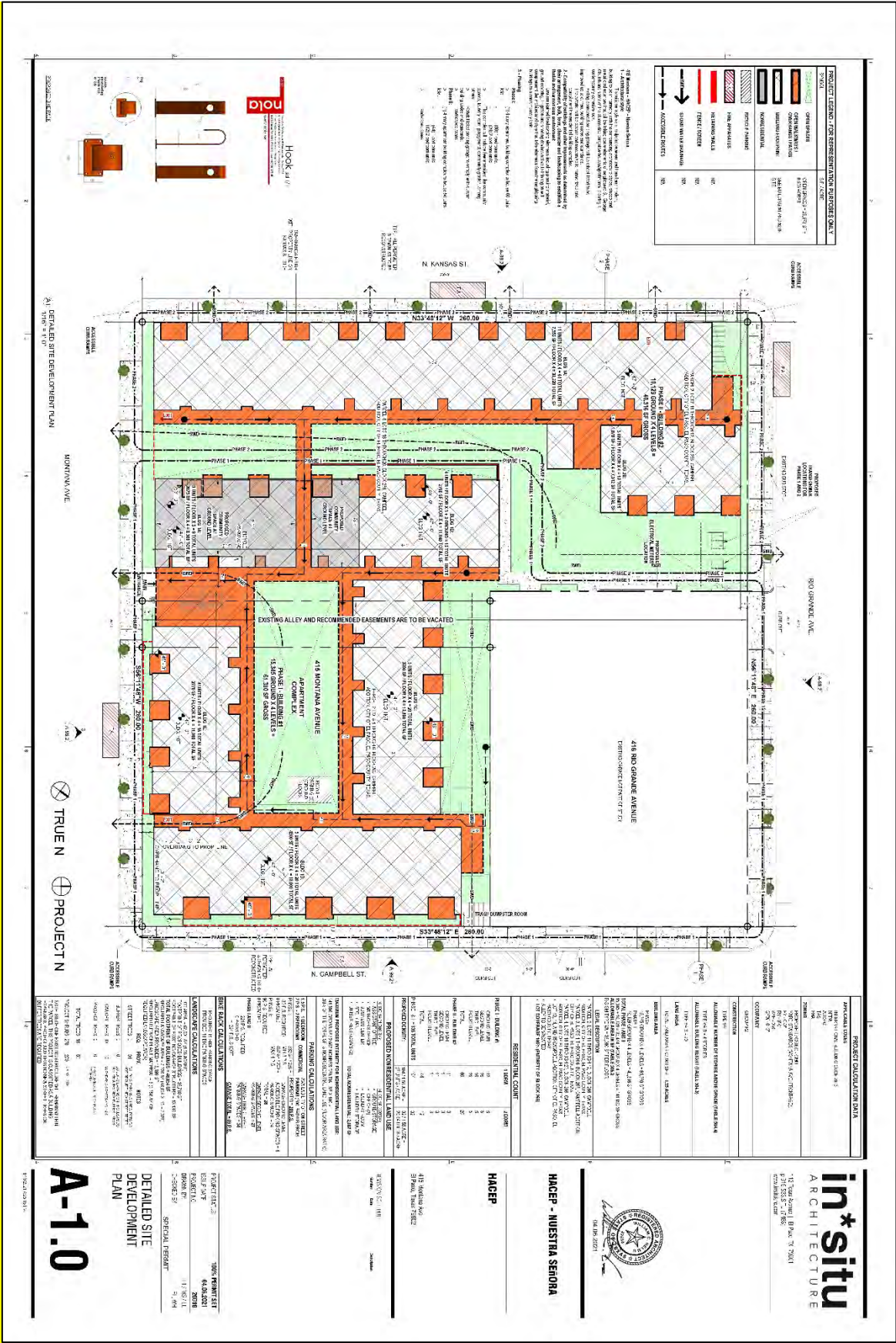
I am a member and an employee of the Church of St. Clement.
The Church owns the property on the east side of N. Campbell St., directly across from the proposed development. That property is a paved and striped parking lot for our parishioners.

I notice that the parking studies for the reduction permit were done on Monday, Tuesday and Wednesday in early January, and on a Thursday in February. Considering that the closest neighbor to the new development IS A CHURCH, it seems like a parking study done on a Sunday might have been more relevant.

Thank you for your time.

Marilyn Jay
Financial Secretary
Church of St. Clement
810 N. Campbell St.
El Paso, TX 79902

915-533-4915 Church
915-521-8043 Direct
915-227-4229 Cell/Text





ATTACHMENT 7

Planning and Inspections Department - Planning Division

1. The Montana Alley Right-of-Way vacation has to be recorded, prior to the Item being heard by City Council.
2. Coordinate with El Paso Fire Department for further compliance providing Aerial Fire Apparatus Access Roads D105.1 (2015 IFC).
3. Provide proof of ownership for all properties.
4. Provide a Certified Tax Certificate prior to the item's placement on the City Council Agenda.
5. Provide number of units and type for each separate building on table.
6. Report mentions offices in addition to dwelling units. Provide list of proposed nonresidential land uses on report.
7. Parking study references 220 parking spaces required. Total parking required per site plan is 224 parking spaces.
 - a. Match counts on both site plan and parking study.
 - b. Match available on-street parking counts on both site plan and parking study (or remove available on-street parking reference from site plan).
 - c. Verify that all numbers being referenced in the parking study match tables.
8. Bicycle parking shall comply with Section 20.14.110.
 - a. 50% of required parking shall be within 15' of an entrance
 - b. Bicycle parking racks shall be visible from the right-of-way
9. Provide number of units and type for each separate building on table.
10. Show property lines along with bearings and dimensions. Property line along garage and along the alley are not shown.
11. Verify acreage for property as the project does not include the proposed garage.
12. Recommend providing an exhibit in the parking study clearly showing the availability of on-street parking spaces denoting location of driveways, no parking signs, and delineating the 20' deep parking spaces and the applicable 300' radius from the property.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend Approval.

Planning and Inspections Department – Land Development

1. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
2. Show and verify all ROW improvements are in compliance, i.e. ADA ramps at all abutting street intersections are provided. Dimension proposed driveway effective width(s). Street curb and gutters in good working order.
3. Coordinate with Sun Metro for abutting bus stops along Street ROW.

Fire Department

Recommend approval with the following condition:

Aerial Fire Apparatus Access Roads D105.1 (2015 IFC). Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), approved aerial fire apparatus access roads shall be provided. In addition, at least one side of the bldg. should have aerial access. D105.2 Width; D105.3 Proximity to building & D105.4 Obstructions also apply.

Police Department

No comments received.

Environment Services

No comments to request.

Streets and Maintenance Department

Recommend additional on-site parking spaces to allow nearby future developments to have available off-site street parking. The on-site to off-site ratio of parking spaces for the new development is 96:124.

Sun Metro

Applicant has been sent the Sun Metro Director letter as required by this application. There is an existing bus stop adjacent to the subject property along Rio Grande Avenue. Please coordinate with Sun Metro if any work is proposed within the bus stop area.

El Paso Water Utilities

We have reviewed the request described above and provide the following comments:

The full width of the alley described as "A 20-foot alley out of block 266, Campbell Addition to the City of El Paso, El Paso County Texas" shall be retained as a Utility Easement. EPWater-PSB requires access to the sanitary sewer facilities and appurtenances, within the proposed easement 24 hours a day, seven (7) days a week. No building, reservoir, structure or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced easement without EPWater's written consent.

Water:

There is an existing 6-inch diameter water main that extends along the eastside of Kansas Street.

There is an existing 4-inch diameter water main that extends along the north side of Montana Avenue.

Previous water pressure readings from fire hydrant #1641 located at the southeast corner of Kansas St. and Montana Ave., have yielded a static pressure of 70 psi, a residual pressure of 67 psi, and a discharge flow of 993 gallons per minute.

Sanitary Sewer:

There is an existing 8-inch diameter sewer main that extends along the east side of the alley east of Kansas St.

General:

EPWater requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

We have reviewed the property described above and provide the following comments:

1. It seems the alley is carrying flows from Rio Grande Ave.; accommodations may need to be made for this runoff.
2. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Texas Department of Transportation

Proposed development is not abutting TxDOT right of way. This section of Montana is under City jurisdiction.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID.

ATTACHMENT 8

(See following pages)

NUESTRA SENORA

Montana and Campbell, El Paso Texas

PARKING ANALYSIS



APRIL 2021

Parking Analysis

Montana and Campbell, El Paso Texas

1	Contents	
1	CONTENTS.....	2
2	INTRODUCTION	3
3	LIMITATIONS.....	3
4	METHODOLOGY	3
5	PROPERTY GENERAL INFORMATION.....	4
5.1	SITE LOCATION	4
5.2	LEGAL DESCRIPTION.....	5
5.3	LEGAL ADDRESS	5
5.4	PLATTING DETERMINATION.....	5
5.5	ZONING DETERMINATION	5
5.6	PARKING CALCULATION	5
1.1	FIGURE 5: MASTER ZONING PLAN.....	5
6	DATA COLLECTION.....	7
7	DATA PROCESSING	8
7.1	2-HOURS/3 DAYS COUNT	8
7.2	12-HOURS/1-DAY COUNT	9
8	EXECUTIVE SUMMARY	10
9	APPENDIX SECTION.....	12
9.1	APPENDIX A	13

LIST OF TABLES

Table 1 : 2-HOURS / 3-DAYS PARKING COUNTS	8
Table 2: 12-HOURS/1-DAY PARKING COUNT	9

LIST OF FIGURES

Figure 1 : Site Location	4
Figure 2: LOCATION OF PARKING COUNTS	7

2 Introduction

A. Purpose

The purpose of the report is to perform a Parking Analysis for a proposed development at the Central region of the City of El Paso

The Housing Authority of the City of EL Paso, HACEP is in the process of building a new facility consisting of general mixed use. The analysis will examine the existing parking for the site and analyze the need for additional parking.

3 Limitations

This report has been prepared for the exclusive use of HACEP and its consultants for evaluation purposes and does not contain information for other parties or other uses. Mr. William Helm, In-Situ Architectural authorized this study in an email dated January 5, 2021.

The results submitted in this report are based on data obtained from the following sources:

- ✚ The City of El Paso
- ✚ In-Situ Architectural
- ✚ Field data collected during the study.
- ✚ SLI Engineering, Inc.

If the project information described in this report is incorrect or altered, or if new information is available, we should be retained to review and modify the results of this study.

4 Methodology

The methodology was discussed and approved by Mr. Helm during a conference call.

The required parking for the facility will be calculated using the El Paso Municipal Code.

5 Property General Information

5.1 Site Location

The site is located on the Central side of El Paso occupying the block between Campbell St and Kansas in the east and west direction, and Montana and Rio Grande in the north south direction.



Figure 1 : Site Location

5.2 Legal Description

The legal description of the site is:

The portion of the Special Permit excludes the parking garage:

All of lots 1 through 6, and Lots 11 through 20, Block 266, and the alley to be vacated ,Campbell Addition, the City of **El Paso, El Paso County Texas**

5.3 Legal Address

There are several addresses on that site:

405 Montana
910 Kansas
916 Kansas
400 Rio Grande
415 Montana

5.4 Platting Determination

The site is legally subdivided in the City of El Paso, the subdivision name is Campbell Addition.

5.5 Zoning Determination

According to the City of El Paso Zoning Index map, is zoned, C1, C-4, SC Commercial and A-2 Commercial..

The site will be rezoned to GMU, General Mix Use.

The designation, SC refer to a Special Zoning Condition.

5.6 Parking calculation

The parking was calculated based on the different types of proposed uses. The code required 1.5 parking spaces per 1 bedroom unit and 2 parking spaces per 2 bedroom and more. The following table is the summary of the required parking per phase:

PHASE I

130 P.S. REQUIRED
52 PROVIDED

COMMERCIAL

862 SF / 288 = MIN 3 P.S.
862 SF / 200 = MAX 4 P.S.

PHASE II

90 P.S. REQUIRED

37 PROVIDED

PHASE I & II

224 P.S. REQUIRED

89 PROVIDED

There will be a shortage of 135 Parking spaces.

The bike parking spaces provided are 11 spaces which matches the required spaces by code.

6 Data Collection

A field survey was conducted on Monday, Tuesday and Wednesday, January 4-6, 2021, where the vacant parking spaces were counted every 30 minutes.

There is an active construction site to the northwest of the site where the El Paso Independent School District is finalizing their administrative offices. Many of the on-street parking were taken by construction workers who are working on that specific site.

The parking counts were collected on the streets shown on the following exhibit:

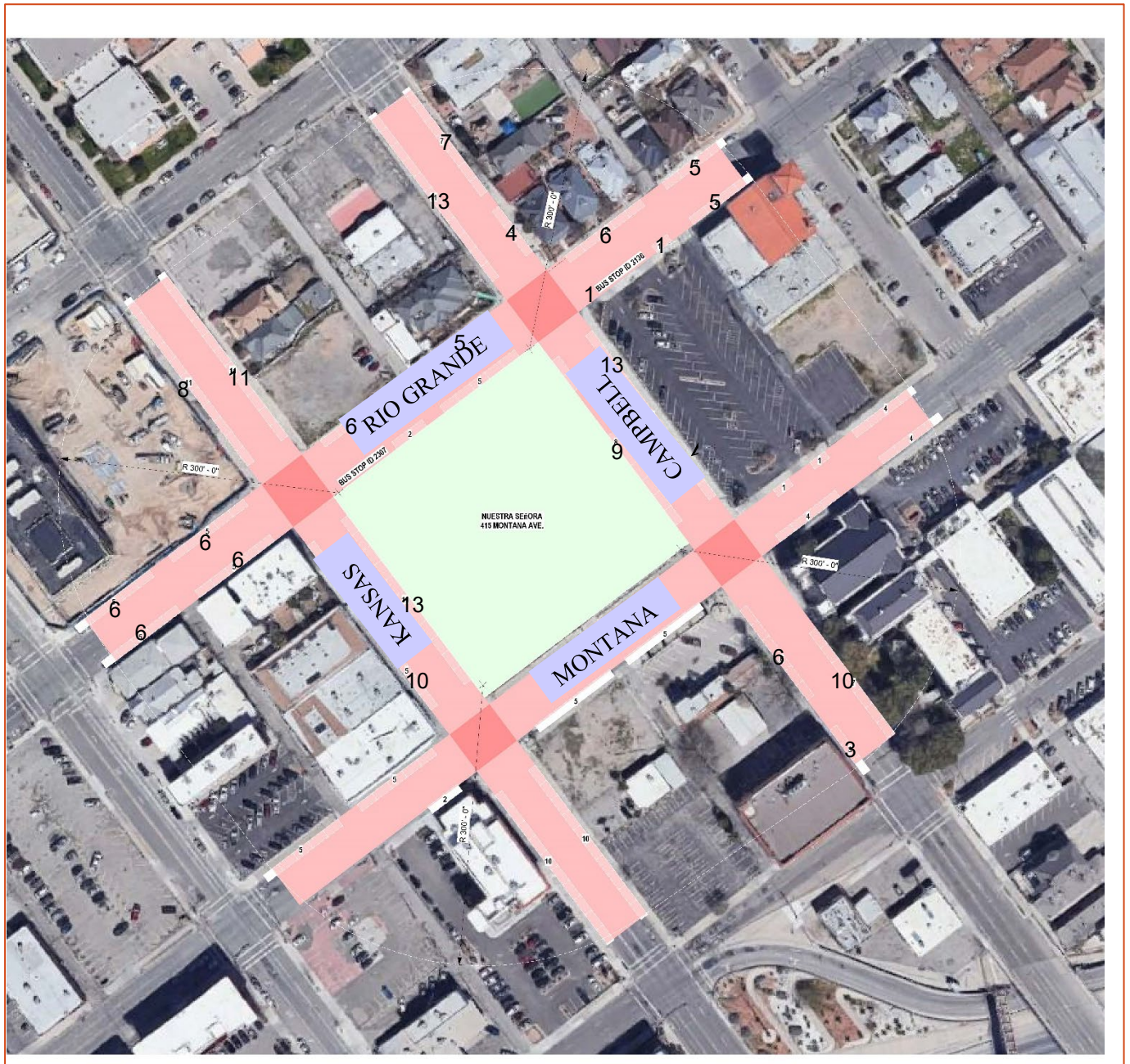


Figure 2: LOCATION OF PARKING COUNTS

The results of the survey are tabulated as follows:

NUMBER OF VACANT PARKING SPACES						
DESCRIPTION		CAMPBELL	MONTANA	KANSAS	RIO GRANDE	TOTAL
DAY	TIME					
M O N	9:00-9:30	60	0	7	29	96
	9:30-10:00	59	0	8	27	94
	10:00-10:30	58	0	10	29	97
	10:30-11:00	60	0	11	30	101
T U E S	9:00-9:30	58	0	8	28	94
	9:30-10:00	59	0	8	30	97
	10:00-10:30	58	0	10	29	97
	10:30-11:00	57	0	11	29	97
W E D	9:00-9:30	58	0	7	28	93
	9:30-10:00	60	0	8	27	95
	10:00-10:30	56	0	9	30	95
	10:30-11:00	57	0	10	29	96
	2:00-2:30	55	0	12	30	97
	2:30-3:00	54	0	14	32	100
	3:00-3:30	62	0	15	34	111

Table 1 : 2-HOURS / 3-DAYS PARKING COUNTS

7 Data Processing

7.1 2-HOURS/3 DAYS COUNT

The proposed development requires 224 parking spaces.

The number of vacant spaces varied throughout the period of the survey. The results show a *maximum* of 111 spaces, a *minimum* of 93 spaces, and a *mean* value of 98. The results were calculated for the regular parking spaces. The vacant parking spaces showed consistency during the study.

7.2 12-HOURS/1-DAY COUNT

Another count was prepared on Tuesday 2-9-2021. The results were tabulated as follows:

		NUMBER OF VACANT PARKING SPACES				
DESCRIPTION		CAMPBELL	MONTANA	KANSAS	RIO GRANDE	TOTAL
DAY	TIME					
TUESDAY	7:00 AM	62	0	15	48	125
	8:00 AM	58	0	12	38	108
	9:00 AM	58	0	10	29	97
	10:00 AM	57	0	11	30	98
	11:00 AM	57	0	12	29	98
	12:00 PM	56	0	15	28	99
	1:00 PM	58	0	10	29	97
	2:00 PM	57	0	11	30	98
	3:00 PM	60	0	9	28	97
	4:00 PM	58	0	9	27	94
	5:00 PM	59	0	10	38	107
	6:00 PM	59	0	12	41	112
	7:00 PM	59	0	15	42	116

Table 2: 12-HOURS/1-DAY PARKING COUNT

The number of vacant spaces varied throughout the period of the survey. The results show a *maximum* of 125 spaces, a *minimum* of 94 spaces, and a *mean* value of 104. The results were calculated for the regular parking spaces. The vacant parking spaces showed consistency during the study.

8 Executive Summary

The study was conducted during the construction phase of the El Paso Independent School District Administration Offices. Many of the construction workers would park their cars on the streets adjacent to the project.

Even with this condition, there is an average of 104 parking spaces available on all streets. Under normal conditions, we assume that there will more parking available on Rio Grande as well as Kansas.

Also, a large number of our tenants do not own vehicles. They rely on using the Public Transportation such as Sun Metro, which has a bus stop located less than 100' away and a trolley stop less than a block away from our Nuestra Senora development. This is one of the reasons we selected this location with its proximity to public transportation.

Our request is based on the following municipal codes:

El Paso Municipal Code No. **20.14.070 - Parking reductions.**

B. New Development in Redevelopment Areas. Up to a one hundred percent reduction for a use involving the new construction of a structure(s) that is proposed as a redevelopment project located within a redevelopment area or transit oriented development corridor of the city. The applicant shall satisfactorily demonstrate compliance with all of the following conditions:

1. That the structure(s) is located within one of the following redevelopment areas: the downtown area (defined as the area between the Union Depot, Paisano Drive, St. Vrain Street, Olive Street, St. Vrain Street, the southern boundary of the Southern Pacific RR Reservation, Campbell Street and Interstate 10), the South El Paso area (defined as the area south of Paisano Drive, and lying between Santa Fe Street and Cotton Street), and any other redevelopment area or transit oriented development corridor as may be recommended by the city plan commission and approved by the city council; ***The structure is located within this area***
2. That the proposed building coverage on the lot is necessary for the proposed use, both in design and function necessitating the reduction; ***The building will cover the entire block which necessitate the reduction***
3. That no vacant areas exist within three hundred feet of the property where the proposed use is to be located that can be reasonably developed to accommodate the off-street parking requirement. ***All the adjacent parcels of land within 300 feet are developed and occupied. There is an empty lot at 400 Montana. There***

is no for sale sign posted on the property and the property is not listed on MLS for sale. Several attempts were made to contact the owners for no avail.

Based on criteria ***B New Development in Redevelopment Areas.***, we cordially request a 100% reduction of the required parking .

9 APPENDIX SECTION

9.1 APPENDIX A

Site Photos



CAMPBELL



CAMPBELL



KANSAS



RIO GRANDE





ITEM

405 Montana Avenue Special Permit

PZST21-00001

Strategic Goal 3.

Promote the Visual Image of
El Paso

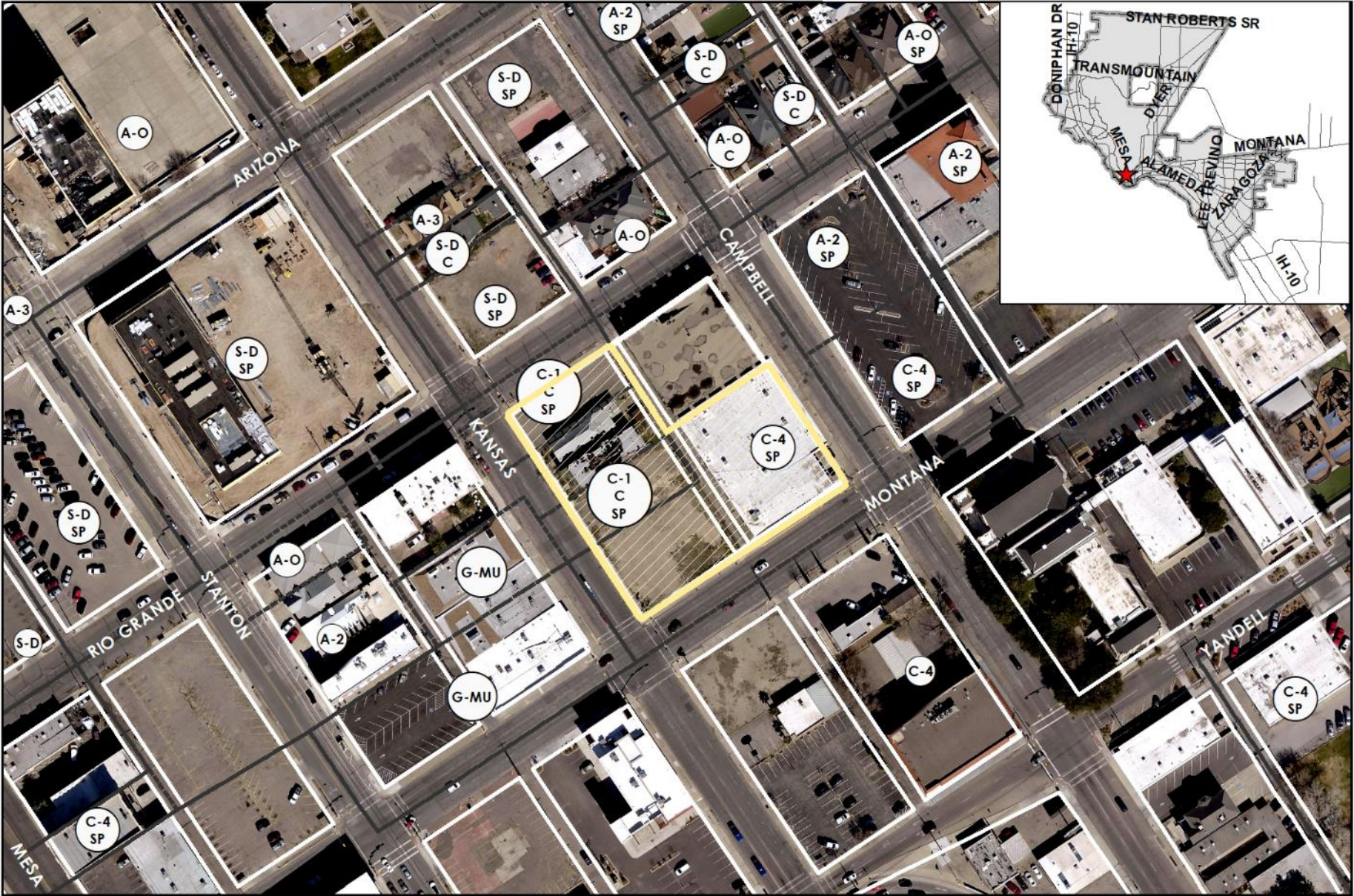




Recommendation

- Staff recommends approval with condition.
- City Plan Commission recommends approval (9-0) with the following condition:

That the Montana Alley Vacation (SURW21-00002) be recorded prior to City Council approval



Aerial

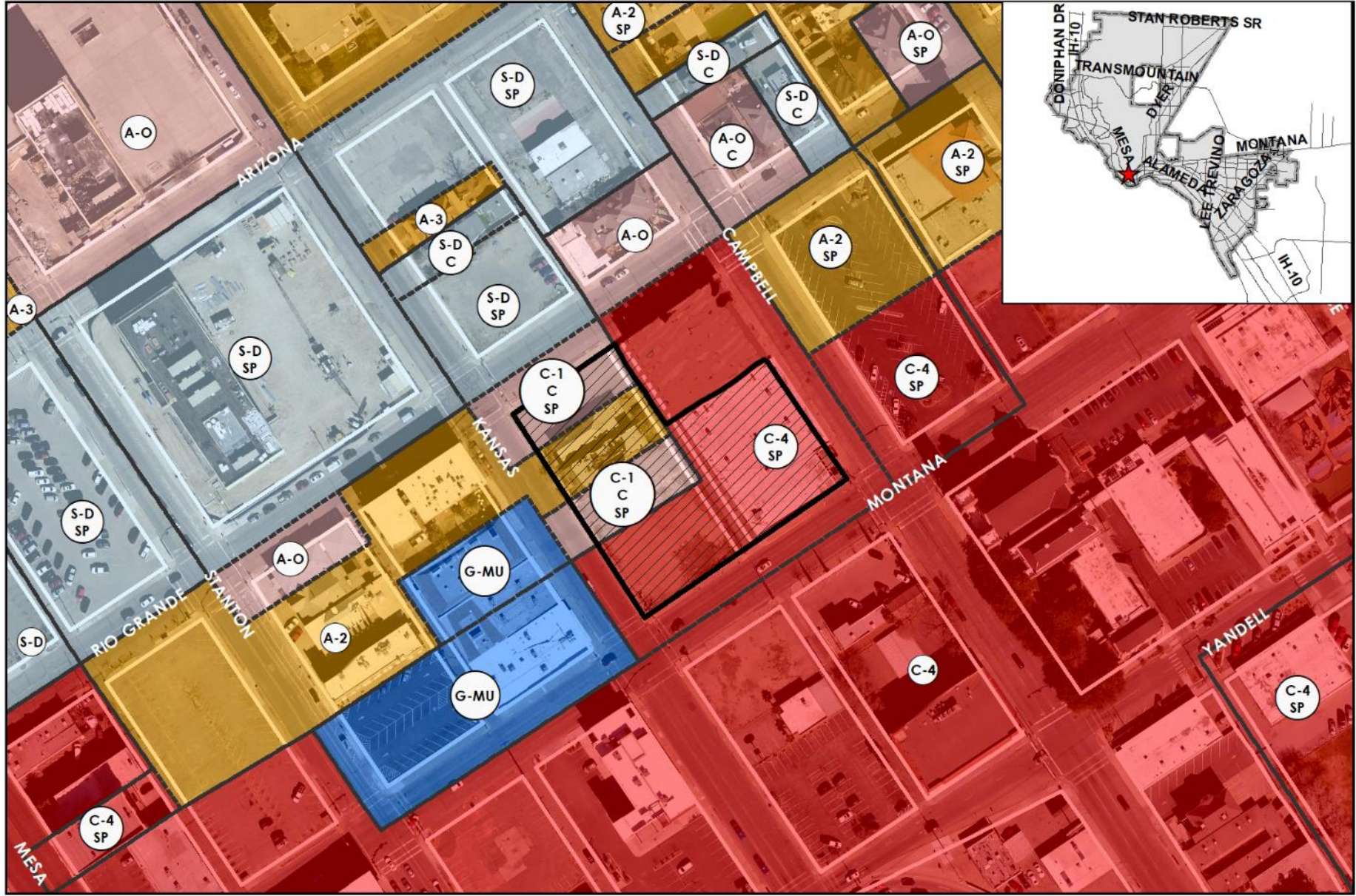
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property



Existing Zoning



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property



Future Land Use



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property



Elevations



2 SOUTH ELEVATION - MONTANA AVE.
1/16" = 1'-0"



4 EAST ELEVATION - CAMPBELL ST.
1/16" = 1'-0"

Parking Study



7.2 12-HOURS/1-DAY COUNT

Another count was prepared on Tuesday 2-9-2021. The results were tabulated as follows:

		NUMBER OF VACANT PARKING SPACES				
DESCRIPTION		CAMPBELL	MONTANA	KANSAS	RIO GRANDE	TOTAL
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TUESDAY	7:00 AM	62	0	15	48	125
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	3:00 PM	60	0	9	28	97
	4:00 PM	58	0	9	27	94
	5:00 PM	59	0	10	38	107
	6:00 PM	59	0	12	41	112
	7:00 PM	59	0	15	42	116

Table 2: 12-HOURS/1-DAY PARKING COUNT



Subject Property

Surrounding Development



W



N



E

S

Public Input

- Notices were mailed to property owners within 300 feet on March 24, 2021.
- The Planning Division has received 1 letter in favor; 3 calls, 2 emails, and 5 letters in opposition to the special permit request.



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 21-563, 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, Luis Zamora, (915) 212-1552

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 Lots 1 through 20, Block 266, and a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and approving a Master Zoning Plan. 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: 405 Montana Ave.

Applicant: SLI Engineering c/o Georges Halloul, PZRZ21-00001

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

AGENDA DATE: May 25, 2021
PUBLIC HEARING DATE: June 22, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:

An Ordinance changing the zoning of all of Lots 1 through 20, Block 266, and a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and approving a Master Zoning Plan. 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: 405 Montana Ave.
Applicant: SLI Engineering c/o Georges Halloul, PZRZ21-00001

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and seeks approval of a Master Zoning Plan for a proposed multi-family complex, which consists of one hundred thirty-six (136) apartment units. City Plan Commission recommended 9-0 to approve the proposed rezoning on April 22, 2021. As of May 18, 2021, staff has received no communication in support nor opposition of the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Kevin Smith for

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

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF ALL OF LOTS 1 THROUGH 20, BLOCK 266, AND A 20 FOOT ALLEY OUT OF BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1/C/SP (COMMERCIAL/CONDITIONS/SPECIAL PERMIT), A-2 (APARTMENTS), AND C-4/SP (COMMERCIAL/SPECIAL PERMIT) TO G-MU (GENERAL MIXED USE) AND APPROVING A MASTER ZONING PLAN. 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 Lots 1 through 20, Block 266, and a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, be changed from C-1/c/sp (Commercial/conditions/special permit), A-2 (apartments), and C-4/sp (Commercial/special permit) to **G-MU (General Mixed Use)** and approving a Master Zoning Plan, as defined in Section 20.06.020, such land uses allowed as being reflected in the Master Zoning Plan attached as **Exhibit B** herein for all purposes, and that the zoning map of the City of El Paso be revised accordingly and is incorporated herein by reference for all purposes, more particularly described by the metes and bounds attached as **Exhibit A** and,

The Penalties for violating the standards imposed through this rezoning ordinance are found in Chapter 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2021.

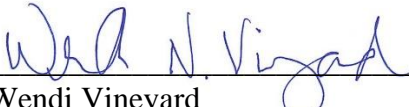
THE CITY OF EL PASO

ATTEST:

Oscar Leoser
Mayor

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney
21-1007-2705 / 1066613 | WV
ORDINANCE NO. _____

APPROVED AS TO CONTENT:

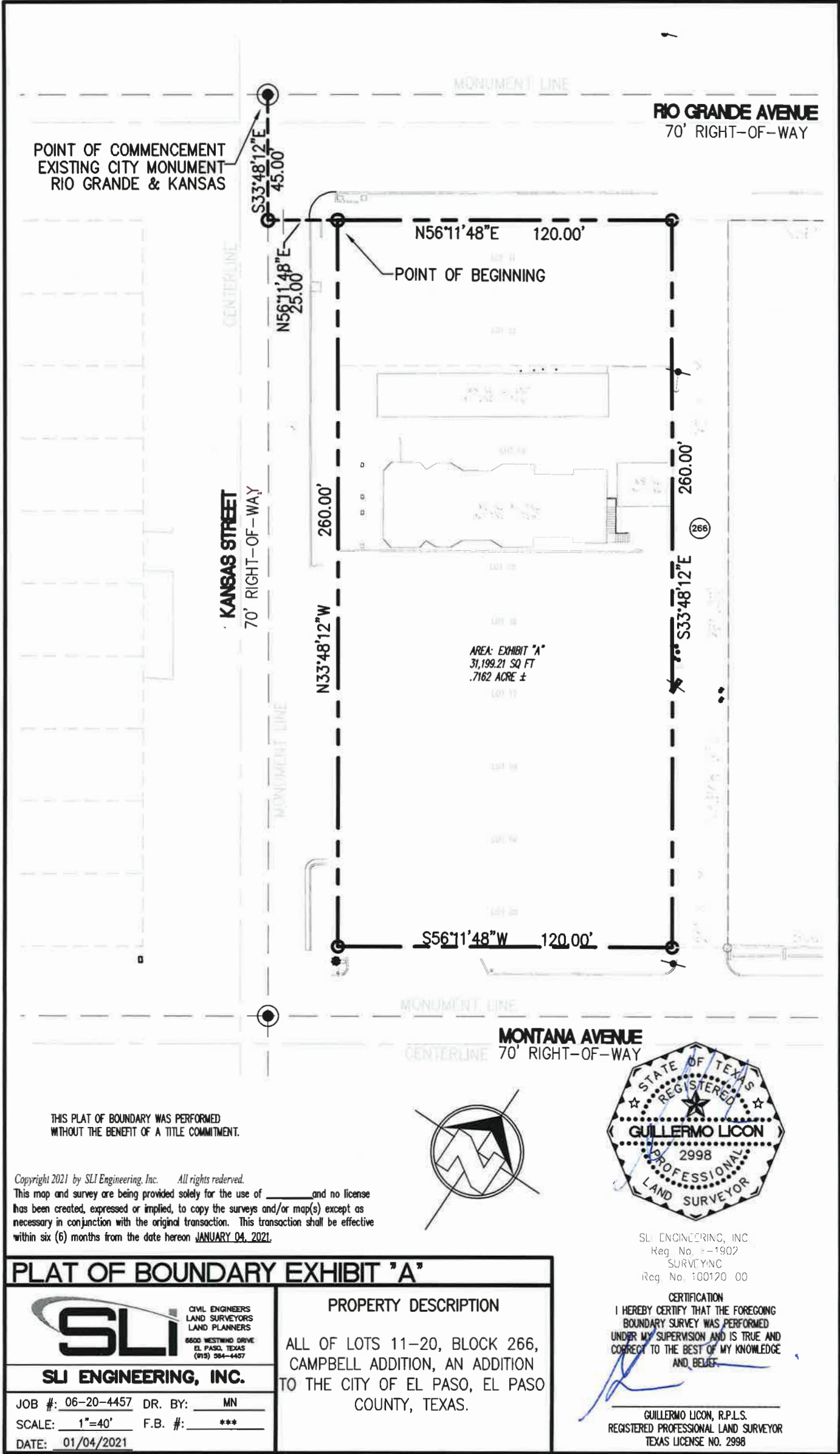
 for

Philip F. Etiwe, Director
Planning & Inspections Department

405 Montana

PZRZ21-00001

EXHIBIT A



METES AND BOUNDS DESCRIPTION

LOTS 11-20
EXHIBIT "A"

All of lots 11 through 20, Block 266, CAMPBELL ADDITION, an addition to the City of El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument, 10 foot north and 10 foot east of the centerline intersection of Kansas Street (a 70' right-of-way) and Rio Grande Avenue (a 70' right-of-way) respectively; Thence, South 33° 48' 12" East from said city monument and on the monument line of Kansas Street, a distance of 45.00 feet to a point; Thence, North 56° 11' 48" East, away from said monument line, a distance of 25.00 feet to point for a boundary corner lying on the intersection of the northerly right-of-way line of Kansas Street and the southerly right-of-way of Rio Grande Avenue, said point being the TRUE POINT OF BEGINNING of this boundary description;

THENCE, North 56° 11' 48" East, with said right-of-way line of Rio Grande Avenue (70' right-of-way), a distance of 120.00 feet to a boundary corner lying on the intersection of said right-of-way line and the southerly boundary line of a 20 foot alley;

THENCE, South 33° 48' 12" East, with said boundary line of a 20 foot alley, a distance of 260.00 feet to a boundary corner lying on the southerly right-of-way line of Montana Avenue (70' right-of-way);

THENCE, South 56° 11' 48" West, with said right-of-way line Montana Avenue (70' right-of-way) a distance of 120.00 feet to a boundary corner lying on the North-easterly right-of-way line of Kansas Street;

THENCE, North 33° 48' 12" West, with said right-of-way line of Kansas Street (70' right-of-way), a distance of 260.00 feet to the TRUE POINT OF BEGINNING of this boundary description.

Said Parcel of land containing 0.7162 of an acre (31,199.21 s.f.) of land, more or less.

THIS PLAT OF BOUNDARY WAS PERFORMED
WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

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SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

PLAT OF BOUNDARY EXHIBIT "A"



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

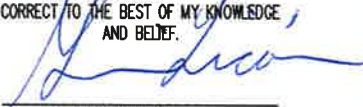
8800 WESTWIND DRIVE
EL PASO, TEXAS
(910) 584-4457

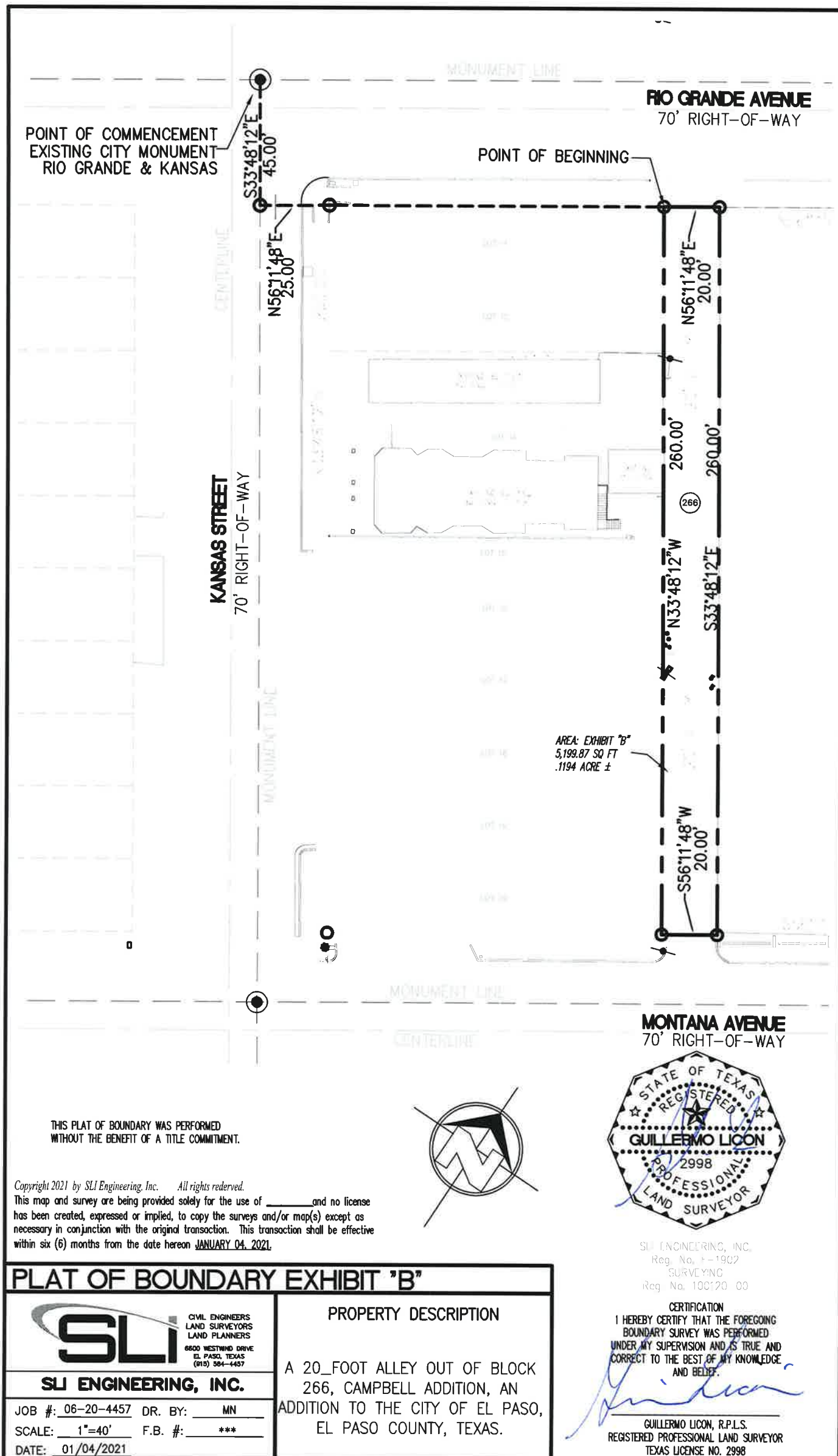
SLI ENGINEERING, INC.

PROPERTY DESCRIPTION

ALL OF LOTS 11-20, BLOCK 266,
CAMPBELL ADDITION, AN ADDITION
TO THE CITY OF EL PASO, EL PASO
COUNTY, TEXAS.

JOB #: 06-20-4457 DR. BY: MN
SCALE: 1"=40' F.B. #: ***
DATE: 01/04/21

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING
PLAT OF BOUNDARY WAS PERFORMED
UNDER MY SUPERVISION AND IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998



METES AND BOUNDS DESCRIPTION

20' (ALLEY) EASEMENT
EXHIBIT "B"

A 20 foot alley out of Block 266, CAMPBELL ADDITION, an addition to the City of El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument, 10 foot north and 10 foot east of the centerline intersection of Kansas Street (a 70' right-of-way) and Rio Grande Avenue (a 70' right-of-way) respectively; Thence, South 33° 48' 12" East from said city monument and on the monument line of Kansas Street, a distance of 45.00 feet to a point; Thence, North 56° 11' 48" East, away from said monument line, a distance of 25.00 feet to point lying on the intersection of the northerly right-of-way line of Kansas Street and the southerly right-of-way of Rio Grande Avenue; Thence, North 56° 11' 48" East, a distance of 120.00 feet to a point for a boundary corner, said point being the TRUE POINT OF BEGINNING of this boundary description;

THENCE, North 56° 11' 48" East, with said right-of-way line of Rio Grande Avenue (70' right-of-way), a distance of 20.00 feet to a boundary corner;

THENCE, South 33° 48' 12" East, a distance of 260.00 feet to a boundary corner lying on the northerly right-of-way line of Montana Avenue (70' right-of-way);

THENCE, South 56° 11' 48" West, with said right-of-way line Montana Avenue (70' right-of-way) a distance of 20.00 feet to a boundary corner lying on the North-easterly right-of-way line of Kansas Street (70' right-of-way);

THENCE, North 33° 48' 12" West, with said right-of-way line of Kansas Street (70' right-of-way), a distance of 260.00 feet to the TRUE POINT OF BEGINNING of this boundary description;

Said Parcel of land containing 0.1194 of an acre (5,199.87 s.f.) of land, more or less.

THIS PLAT OF BOUNDARY WAS PERFORMED
WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

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PLAT OF BOUNDARY EXHIBIT "B"



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6800 WESTWIND DRIVE
EL PASO, TEXAS
(915) 554-4457

SLI ENGINEERING, INC.

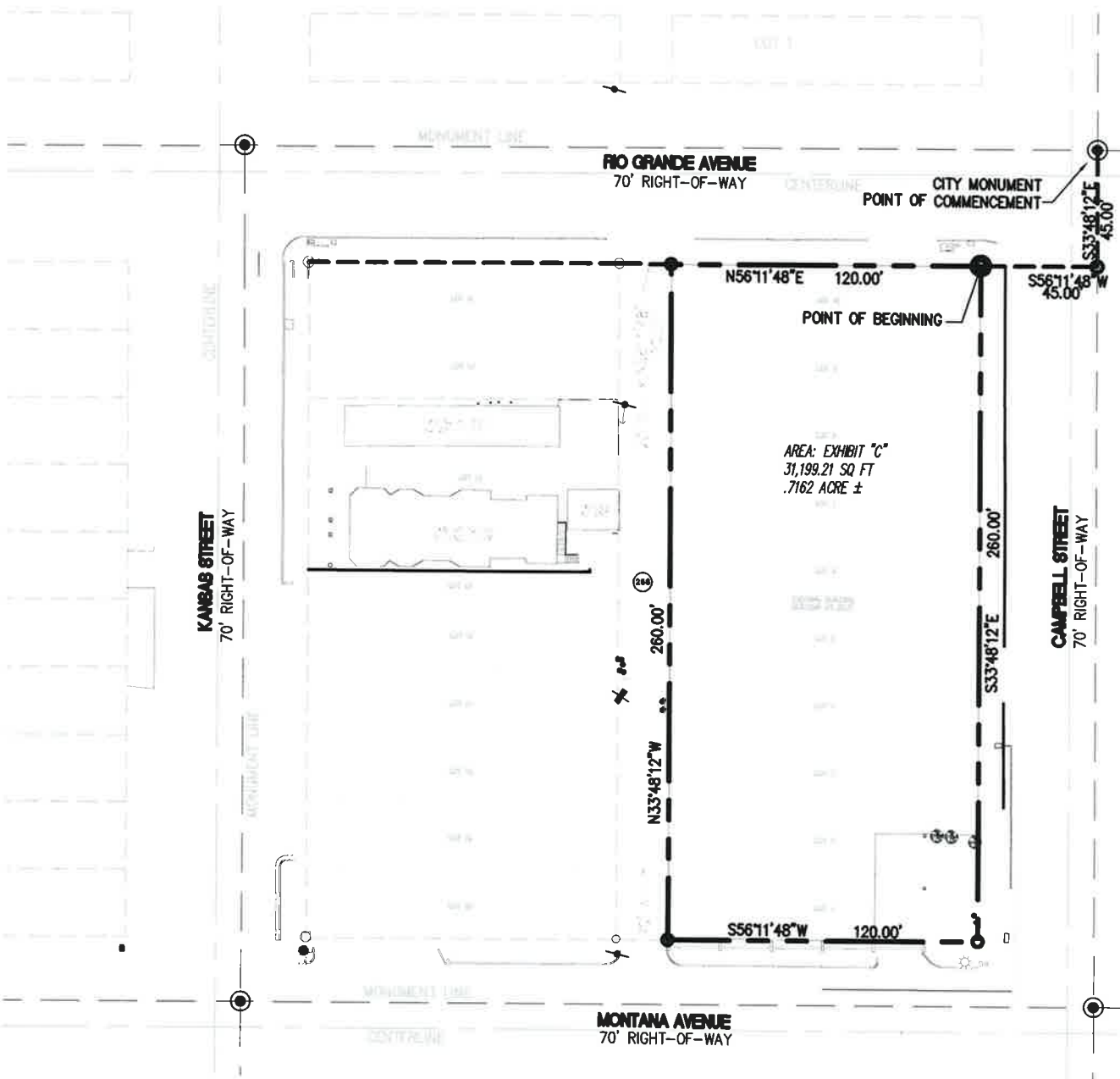
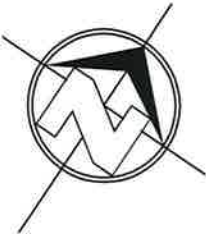
PROPERTY DESCRIPTION

A 20 FOOT ALLEY OUT OF BLOCK
266, CAMPBELL ADDITION, AN
ADDITION TO THE CITY OF EL PASO,
EL PASO COUNTY, TEXAS.

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING
PLAT OF BOUNDARY WAS PERFORMED
UNDER MY SUPERVISION AND IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

JOB #: 06-20-4457 DR. BY: MN
SCALE: 1"=40' F.B. #: ***
DATE: 01/04/21



THIS PLAT OF BOUNDARY WAS PERFORMED
WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

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has been created, expressed or implied, to copy the surveys and/or map(s) except as
necessary in conjunction with the original transaction. This transaction shall be effective
within six (6) months from the date hereon JANUARY 04, 2021.



SLI ENGINEERING, INC.
Reg. No. 1-1902
SURVEYING
Reg. No. 100120 00

PLAT OF BOUNDARY EXHIBIT "C"



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6800 WESTWIND DRIVE
EL PASO, TEXAS
(915) 564-4457

SLI ENGINEERING, INC.

JOB #: 06-20-4457 DR. BY: MN
SCALE: 1"=60' F.B. #: ***
DATE: 01/04/2021

PROPERTY DESCRIPTION

ALL OF LOTS 1-10, BLOCK 266,
CAMPBELL ADDITION, AN ADDITION
TO THE CITY OF EL PASO, EL PASO
COUNTY, TEXAS.

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING
BOUNDARY SURVEY WAS PERFORMED
UNDER MY SUPERVISION AND IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

METES AND BOUNDS DESCRIPTION

LOTS 1-10
EXHIBIT "C"

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Commencing at an existing city monument, 10 foot north and 10 foot east of the centerline intersection of Campbell Street (a 70' right-of-way) and Rio Grande Avenue (a 70' right-of-way); Thence, South 33° 48' 12" East from said city monument and on the monument line of Campbell Street, a distance of 45.00 feet to a point; Thence, South 56° 11' 48" West, away from said monument line, a distance of 45.00 feet to point for a boundary corner lying on the intersection of the southern easterly right-of-way line of Campbell Street and the southerly right-of-way of Rio Grande Avenue, said point being the TRUE POINT OF BEGINNING of this boundary description;

THENCE, South 33° 48' 12" East, with said right-of-way line of Campbell Street (70' right-of-way), a distance of 260.00 feet to a boundary corner lying on the northerly Montana Avenue right of-way and the westerly right-of-way line of Montana Avenue (70' right-of-way);

THENCE, South 56° 11' 48" West, with said right-of-way line Montana Avenue (70' right-of-way) a distance of 120.00 feet to a boundary corner lying on the intersection of said right-of-way line and the northerly boundary line of a 20 foot alley;

THENCE, North 33° 48' 12" West, with said boundary line of a 20 foot alley, a distance of 260.00 feet to a boundary corner lying on the southerly right-of-way line of Rio Grande Avenue (70' right-of-way);

THENCE, North 56° 11' 48" E, with said right-of-way line, a distance of 120.00 feet back to the TRUE POINT OF BEGINNING of this boundary description;

Said Parcel of land containing 0.7162 of an acre (31,199.21 sq. ft.) of land, more or less.

THIS PLAT OF BOUNDARY WAS PERFORMED
WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

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SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

PLAT OF BOUNDARY EXHIBIT "C"



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

PROPERTY DESCRIPTION

ALL OF LOTS 1-10, BLOCK 266,
CAMPBELL ADDITION, AN ADDITION
TO THE CITY OF EL PASO, EL PASO
COUNTY, TEXAS.

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING
PLAT OF BOUNDARY WAS PERFORMED
UNDER MY SUPERVISION AND IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

JOB #: 06-20-4457 DR. BY: MN
SCALE: 1"=60' F.B. #: ***
DATE: 01/04/21

EXHIBIT B

PROJECT LEGEND - FOR REPRESENTATION PURPOSES ONLY	
SYMBOL	S.F. / ACRE
	OPEN SPACES
	OPEN WALKWAYS / OVERHANGS / PATIOS
	BUILDING FOOTPRINT
	NONRESIDENTIAL
	BICYCLE PARKING
	FIRE APPARATUS
	RETAINING WALLS
	FENCE / SCREEN
	STORM WATER DRAINAGE
	ACCESSIBLE ROUTES

415 Montana - HACEP - Nuestra Señora
1 - Architectural style
Transitional style as a midpoint between traditional and modern, building to be in harmony with the surrounding architecture styles, stucco and metal clad exteriors that will be taking some elements of neighboring St. George Church and some of the stucco clad bungalow houses/apartments, creating a contemporary cohesive look.

Existing abandoned parking garage will be rehabilitated to be improved up to current building codes and standards.
The exterior will be screen and modernize to harmonized and complement the residential building complex.

2 - Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character and landscaping to establish a livable and harmonious environment.

Low maintained landscaping elements including planting material, ground covering, irrigation and shading devices native to this region will complement the architectural style that take elements from the neighboring buildings to a contemporary look.

3 - Phasing

- Phase I:**
- (1) 4 story apartment building complex to house 80 units total.
 - (60) 1-bedroom units.
 - (20) 2-bedroom units.
- This complex will include few amenities like community spaces, laundry room, playground, community garden, among others.
- Rehabilitated parking garage to comply with current building codes and standards.
 - Landscaped areas.
- Phase II:**
- (1) 4 story apartment building complex to house 56 units total.
 - (44) 1-bedroom units.
 - (12) 2-bedroom units.
 - Landscaped areas.

RESIDENTIAL COUNT

PHASE I - BUILDING #1

BLDG 1A: 1 BEDROOM
3 UNITS / FLOOR X 3 = 9 TOTAL UNITS
2075 SF / FLOOR X 3 = 6,225 TOTAL SF

BLDG 1B: 1 BEDROOM
4 UNITS / FLOOR X 3 + 3 GROUND = 15 TOTAL UNITS
2760 SF / FLOOR X 4 = 11,040 TOTAL SF

BLDG 1C: 1 BEDROOM
5 UNITS / FLOOR X 4 = 20 TOTAL UNITS
3200 SF / FLOOR X 4 = 12,800 TOTAL SF

BLDG 1D: 2 BEDROOMS
5 UNITS / FLOOR X 4 = 20 TOTAL UNITS
4500 SF / FLOOR X 4 = 18,000 TOTAL SF

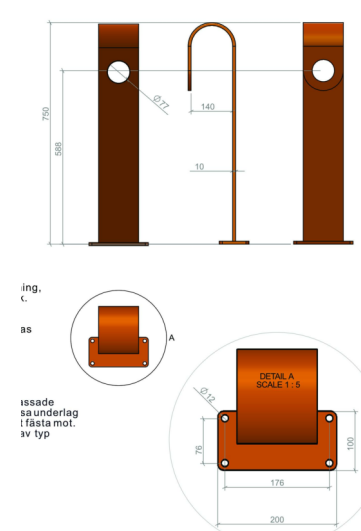
BLDG 1E: 1 BEDROOM
4 UNITS / FLOOR X 4 = 16 TOTAL UNITS
2770 SF / FLOOR X 4 = 11,080 TOTAL SF

PROPOSED NONRESIDENTIAL LAND USE
BLDG 1A: GROUND FLOOR
2,965 SF / FLOOR X 1 = 2,965 TOTAL SF

PHASE II - BUILDING #2

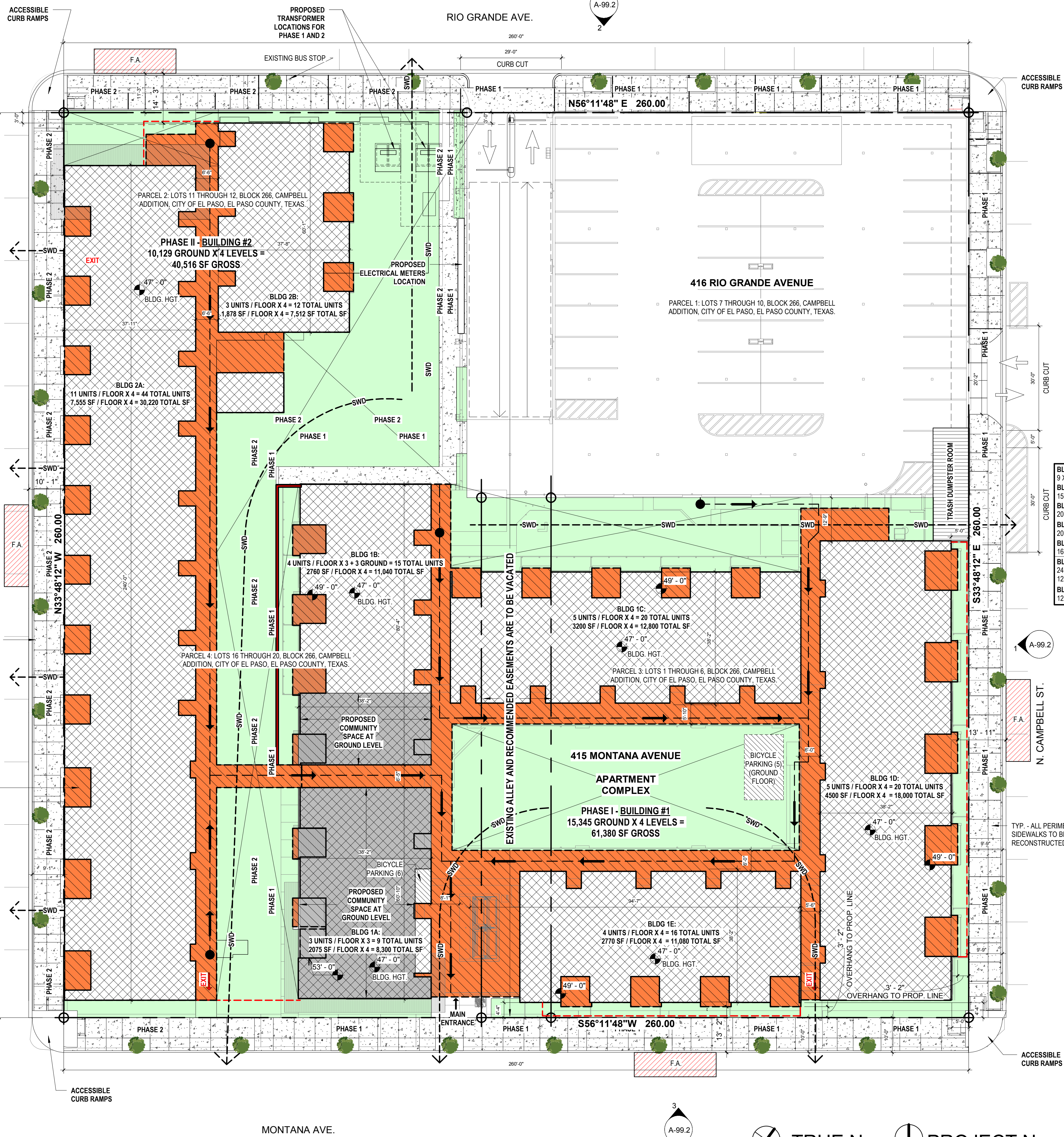
BLDG 2A: 11 UNITS / FLOOR X 4 = 44 TOTAL UNITS
7,555 SF / FLOOR X 4 = 30,220 TOTAL SF

BLDG 2B: 3 UNITS / FLOOR X 4 = 12 TOTAL UNITS
1,878 SF / FLOOR X 4 = 7,512 SF TOTAL SF



PROPOSED BIKE RACK

MASTER ZONING PLAN
1/16" = 1'-0"



PROJECT CALCULATION DATA

APPLICABLE CODES		
INTERNATIONAL BUILDING CODE 2015		
NFPA		
ADDDG		
TAS		
FHA		
ZONING		
PROPOSED ZONING - GMU		
YARD STANDARDS (MONTANA AVE. FRONTAGE):		
FY - 0'-0"		
RY - 0'-0"		
SYE - 0'-0"		
SYW - 0'-0"		
OCCUPANCY		
GROUP R2		
CONSTRUCTION		
TYPE VA		
ALLOWABLE NUMBER OF STORIES ABOVE GRADE (TABLE 504.4)		
TYPE VA S = 4 STORIES		
ALLOWABLE BUILDING HEIGHT (TABLE 504.3)		
TYPE VA S = 70		
LAND AREA		
TOTAL LAND AREA = 67,601 SF = 1.55 ACRES		
BUILDING AREA		
PHASE I		
15,345 GROUND X 4 LEVELS = 61,380 SF GROSS		
PHASE II		
10,129 GROUND X 4 LEVELS = 40,516 SF GROSS		
TOTAL PHASE I AND II		
15,345 + 10,129 = 35,474 GROUND X 4 LEVELS = 141,896 SF GROSS		
ALLOWABLE AREA IN SF (TABLE 506.2)		
R-S SM TYPE VA = 36,000 SF PER FLOOR		
LEGAL DESCRIPTION		
• PARCEL 1: LOTS 7 THROUGH 10, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.		
• PARCEL 2: LOTS 11 THROUGH 12, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.		
• PARCEL 3: LOTS 1 THROUGH 6, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.		
• PARCEL 4: LOTS 16 THROUGH 20, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.		
• LOT 13, 14, AND 15 CAMPBELL ADDITION CITY OF EL PASO, EL PASO COUNTY, TEXAS.		
• TO BE VACATED		
• LOT COVERAGE 100% (ENTIRETY OF BLOCK 266)		
RESIDENTIAL COUNT		
	1 BDRM	2 BDRM
PHASE I - BUILDING #1		
GROUND LEVEL	12	5
SECOND LEVEL	16	5
THIRD LEVEL	16	5
FOURTH LEVEL	16	5
TOTAL	60	20
PHASE II - BUILDING #2		
GROUND LEVEL	11	3
SECOND LEVEL	11	3
THIRD LEVEL	11	3
FOURTH LEVEL	11	3
TOTAL	44	12
PHASE I & II = 136 TOTAL UNITS		
	104	32
PROPOSED DENSITY:		
	104 / 1.55 ACRE = 67 UNITS / ACRE	32 / 1.55 ACRE = 20.64 UNITS / ACRE
PROPOSED NONRESIDENTIAL LAND USE		
BLDG 1A (1,080 SF):		
• ASSISTANT OFFICE		
• MANAGER'S OFFICE		
• BUSINESS CENTER		
• STO. / JAN.		
• UNISEX RESTROOMS (2)		
BLDG 1B (592SF):		
• GROUND STORAGE		
• OFFICE (2)		
• LAUNDRY ROOM		
• LAUNDRY STORAGE		
TOTAL NONRESIDENTIAL: 2,667 SF		
MAXIMUM PROPOSED INTENSITY FOR NONRESIDENTIAL LAND USE:		
141,896 GROSS SF / 2,667 NONRESIDENTIAL SF X 100 = 53% OF THE TOTAL SF IS NONRESIDENTIAL LAND USE (FLOOR AREA RATIO)		
PARKING CALCULATIONS		
1.5 P.S. - 1 BEDROOM 2 P.S. - 2 BEDROOMS	COMMERCIAL	GARAGE GROUND LEVEL: ACCESSIBLE PARKING SPACES = 4 PARKING SPACES = 24 TOTAL = 28 GARAGE SECOND LEVEL: PARKING SPACES = 27 GARAGE THIRD LEVEL: PARKING SPACES = 34 TOTAL = 89 P.S.
PHASE I:	862 SF / 288 = MIN 3 P.S.	
130 P.S. REQUIRED	862 SF / 200 = MAX 4 P.S.	
52 PROVIDED		
PHASE II:		
90 P.S. REQUIRED		
37 PROVIDED		
PHASE I AND II		
224 P.S. REQUIRED		
89 PROVIDED		
= 135 P.S. SHORT		
BIKE RACK CALCULATIONS		
REQUIRED 11 BIKE PARKING SPACE / PROVIDED 11 BIKE PARKING SPACES		
LANDSCAPE CALCULATIONS		
LOT AREA = 67,601 SF (1.55 ACRES)		OPEN SPACES = 25,978 SF 0.596 ACRES
FOOTPRINT OF PROPOSED BUILDINGS = 35,718 SF		
FOOTPRINT OF EXISTING GARAGE STRUCTURE = 13,136 SF		
TOTAL FOOTPRINT OF BUILDINGS = 48,854 SF		
REQUIRED LANDSCAPE AREA = 7,328 SF (48,854 X .15 = 7,328)		
LANDSCAPE AREA PROVIDED = 15,199 SF		
REQUIRED UNITS OF PLANT MATERIAL = 6 (5,358 SF OF REQUIRED LANDSCAPE AREA)		
REQ.	PROV.	NOTES
STREET TREES 0	34	BUILDING EXPANSION PROJECTS DO NOT REQUIRE NEW STREET TREES
BUFFER TREES 0	0	BUILDING EXPANSION PROJECTS DO NOT REQUIRE NEW BUFFER TREES
CANOPY TREES 10	10	96 PARKING SPACES / 10 = 9.6
PROJECT TREES 6	6	6 REQUIRED UNITS OF PLANT MATERIAL
TOTAL TREES 16	50	
PROJECT SHRUBS 270	270	6 X 45 = 270
NOTE: SINCE ONE EXISTING STRUCTURE WILL REMAIN WITHIN THE PARCEL, THIS PROJECT IS CLASSIFIED AS A BUILDING EXPANSION PROJECT AND THIS NO NEW STREET TREES OR BUFFER TREES ARE REQUIRED		

in*situ
ARCHITECTURE

112 Texas Avenue | El Paso, TX 79901
p 915.533.SITU (7488)
www.insituarc.com



05.10.2021

HACEP - NUESTRA SEÑORA

HACEP

415 Montana Ave.
El Paso, Texas 79902

REVISION SCHEDULE

Number	Date	Description
--------	------	-------------

PROJECT STATUS: **MASTER ZONING**

ISSUE DATE: **05.10.2021**

PROJECT NO.: **20019**

DRAWN BY: **FT / MS**

CHECKED BY: **EL / WH**

MASTER ZONING PLAN

A-99.0



HACEP

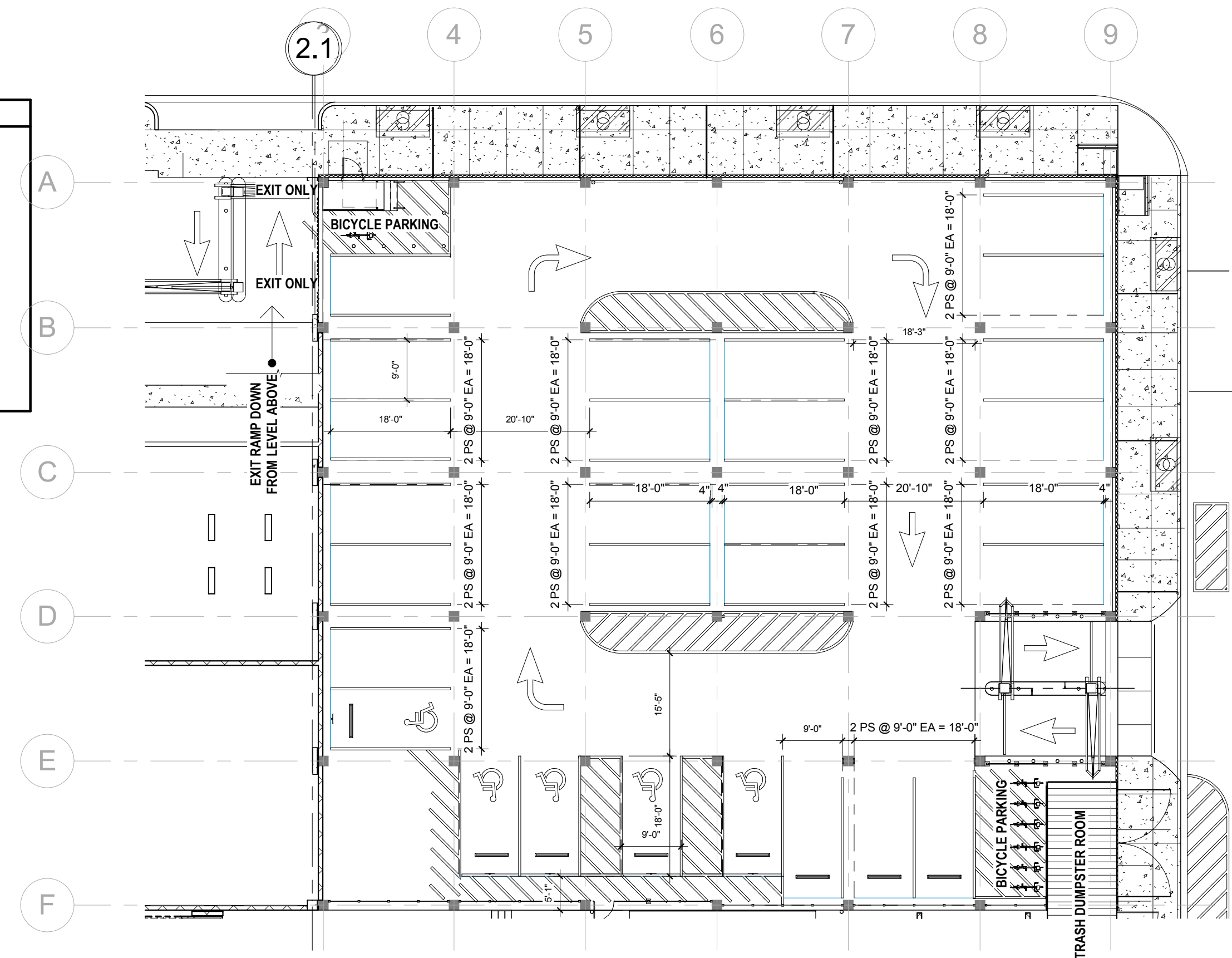
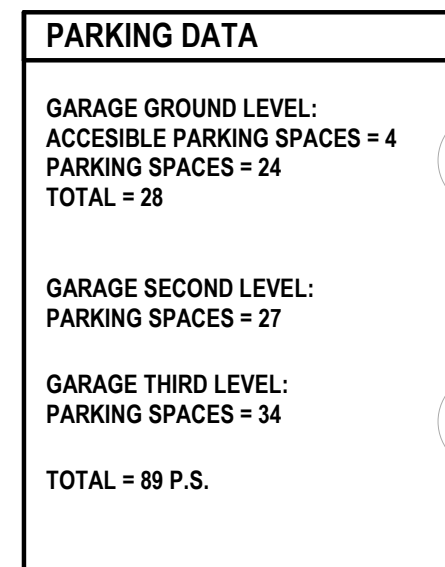
415 Montana Ave.
El Paso, Texas 79902

REVISION SCHEDULE		
Number	Date	Description

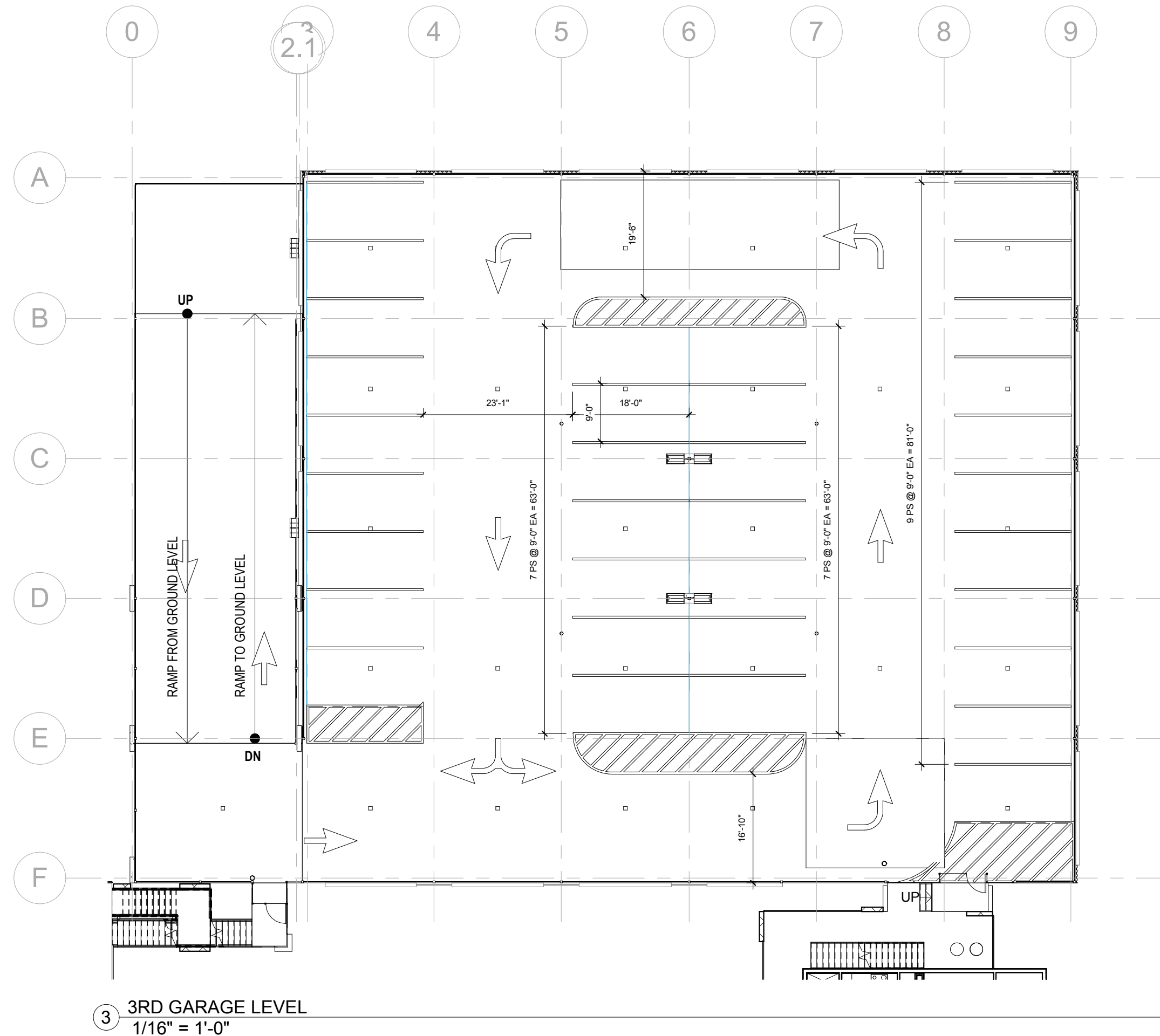
PROJECT STATUS:	MASTER ZONING
ISSUE DATE:	05.10.2021
PROJECT NO.:	20019
DRAWN BY:	MS
CHECKED BY:	MS

MASTER ZONING PLAN - PARKING GARAGE

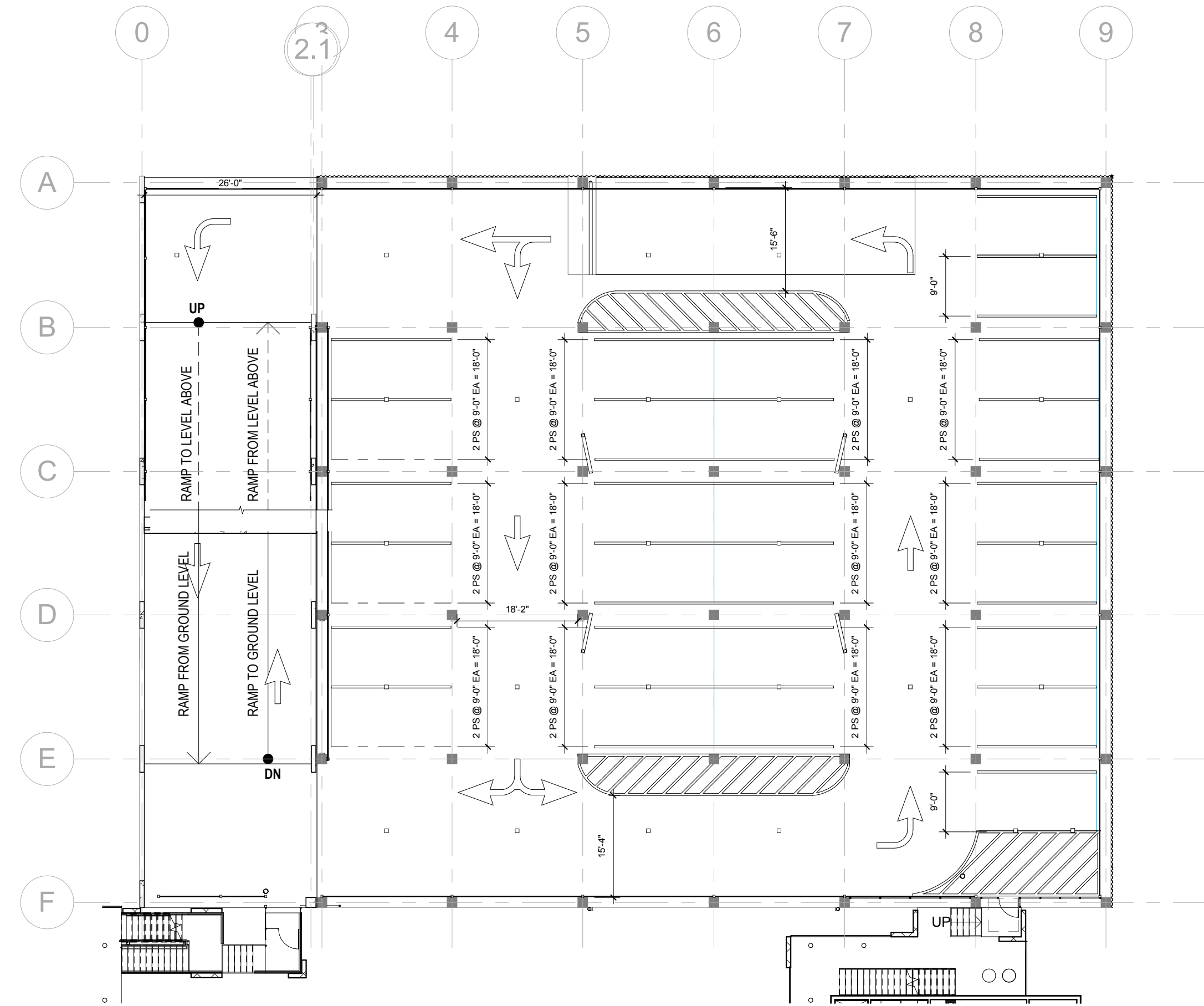
A-99.1



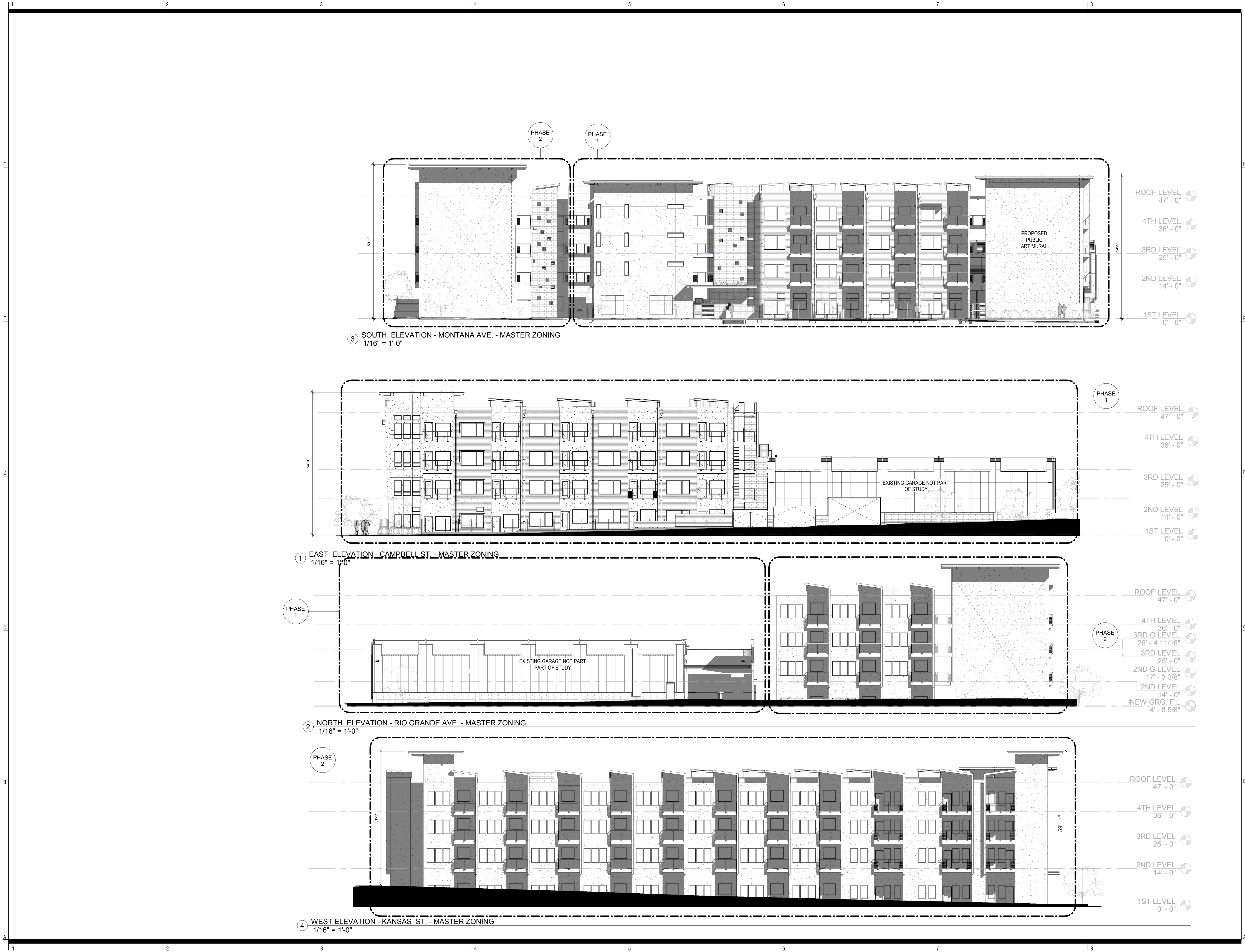
① GROUND GARAGE LEVEL
1/16" = 1'-0"



③ 3RD GARAGE LEVEL
1/16" = 1'-0"



② 2ND GARAGE LEVEL
1/16" = 1'-0"



05.10.2021

HACEP - NUESTRA SEÑORA

HACEP

415 Montana Ave.
El Paso, Texas 79902

REVISION SCHEDULE

Number	Date	Description
--------	------	-------------

PROJECT STATUS:	MASTER ZONING
ISSUE DATE:	05.10.2021
PROJECT NO.:	20019
DRAWN BY:	MS / FT
CHECKED BY:	WH / EL

MASTER ZONING PLAN - ELEVATIONS

A-99.2

General Mixed Use Zoning Report

Nuestra Senora Apartment

Owner: The Housing Authority of the City of El Paso

Prepared by: Georges Halloul, P.E.

April 2021

GENERAL MIXED USE ZONING REPORT
Nuestra Senora Apartment

Article I. Contents

ABSTRACT	2
LIMITATIONS	2
INTRODUCTION	2
EXECUTIVE SUMMARY	3
SITE LOCATION	4
SITE DESCRIPTION	5
EXISTING CONDITIONS:	6
LEGAL DESCRIPTION	6
LEGAL ADDRESS	6
PLATTING DETERMINATION.....	6
FUTURE LAND USE	6
PROPOSED CONDITIONS.....	7
LAND USE.....	7
FLOOR AREA RATIO	8
PARKING CALCULATION	8
FIGURE 5: MASTER ZONING PLAN	8
PRINCIPALS AND REQUIREMENTS.....	9
DEVELOPMENT PERSPECTIVE.....	9
BUILDING PERSPECTIVE.	12
GENERAL DESIGN ELEMENTS.....	13
ARCHITECTURAL OBJECTIVES.....	14
ROADWAY DESIGN.	15
PARKING.....	15
SETBACKS.....	15
LOT COVERAGE AND HEIGHTS.....	15
LANDSCAPING.	15
PHASING	15

abstract

This study is intended to assist the owner/ developer in meeting the City requirements for rezoning application of the proposed tracts. The report will address the requirements as set in the City Of El Paso Municipal Code Title 20, Section 20.10.360G..

limitations

This report has been prepared for the exclusive use of The City of El Paso, The Housing Authority of the City of El Paso, HACEP, and its consultants for evaluation purposes and does not contain information for other parties or other uses.

The results submitted in this report are based on data obtained from the following sources:

1. SLI Engineering, Inc.
2. The City of El Paso
3. Texas Department of Transportation
4. In-Situ Architects.
5. Field data collected during the study

If the project information described in this report is incorrect or altered, or if new information is available, we should be retained to review and modify the results of this study.




Introduction

HACEP., is in the process of processing a Rezoning Application for existing site located on the block between Montana and Rio Grande in the north south direction and Campbell and Kansas in the east west direction. The developer is applying for a General Mixed Use to accommodate, encourage and promote an innovatively designed mix of Multifamily, open space and an administrative office for the apartment administrative activities.

Executive summary

The proposed development will be in compliance with all the General Design Principals, General Design Elements, Architectural Objectives, Roadway Design, Parking, Setbacks and Landscaping principals and requirement listed under Chapter 20.10.360G Supplemental Use Regulations, residential Mixed Use Development.

Also the proposed development is in compliance with the Land Use and City Goals and Policies:

-  **Land Use City Forms:** The proposed development consists of a balanced and complete community which contains a mix of multifamily units, community gardens, and playground using types and styles, economic development, job opportunities, educational opportunities, and outlets for social and cultural expression.
-  **Residential :** This development will promote fair housing by providing affordable housing, and market rate housing in accordance with Federal, State and Local regulations. The wide range of proposed housings, detached units, 1,2 and 3 bedroom apartments, will respond to the needs of all economic segments of the community. Also the proposed private amenities encourage the use of planned unit development
-  **Neighborhoods:** The proposed development with the 4 story building and the parking garage, provide safe and efficient vehicular and pedestrian circulation systems. The community facilities are located within the development within walking distance from all dwellings. The neighborhood commercial services surround the proposed facility.

Site Location

The site is located on the Central side of El Paso occupying the block between Cambell St and Kansas in the east and west direction, and Montana and Rio Grande in the north south direction.

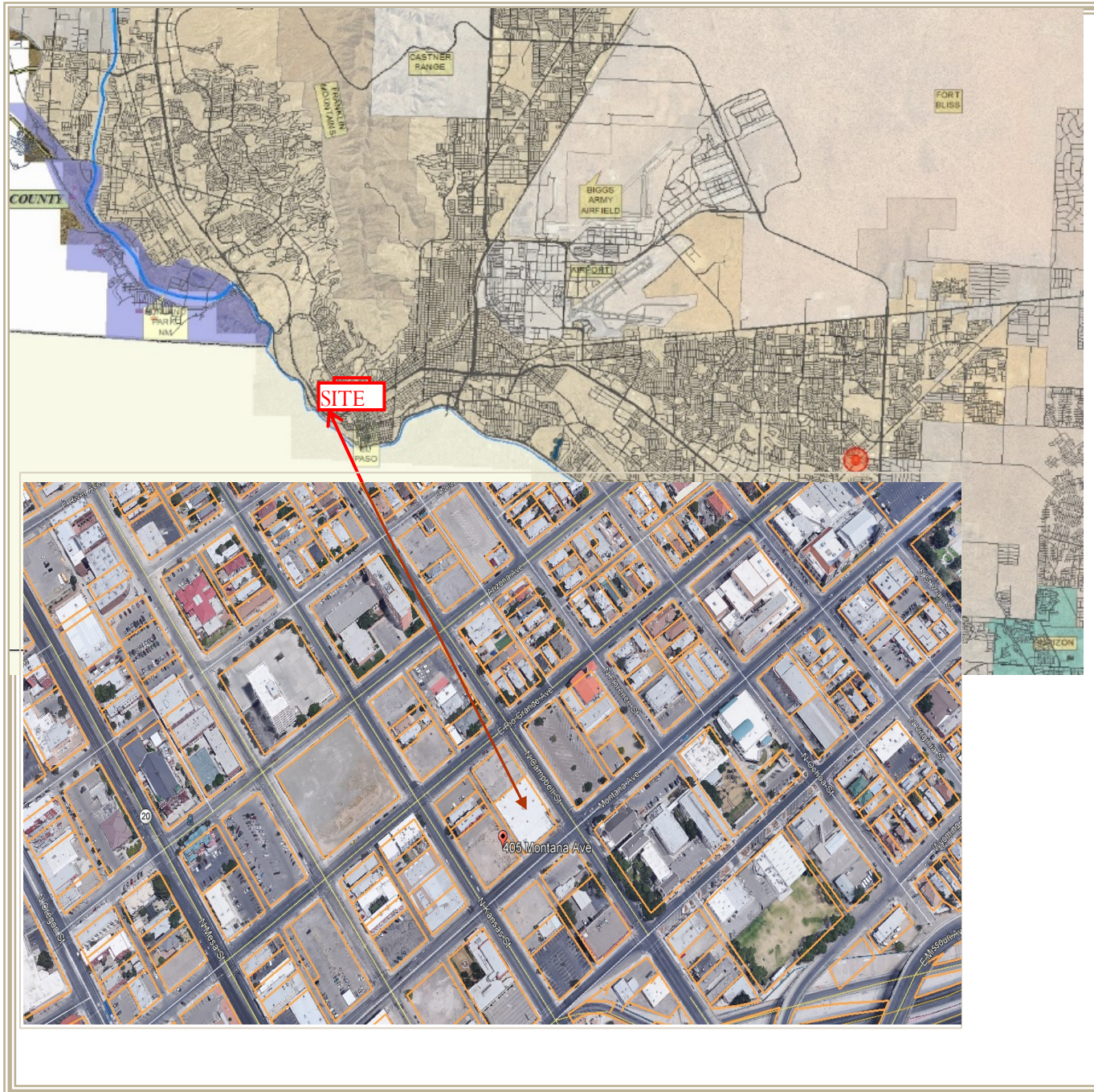


FIGURE 1 : SITE LOCATION

Site Description

The site consists of 1.432 acres to include a 20-foot alley between the two parcels.. The site is occupied by 4 buildings, and vacant land.

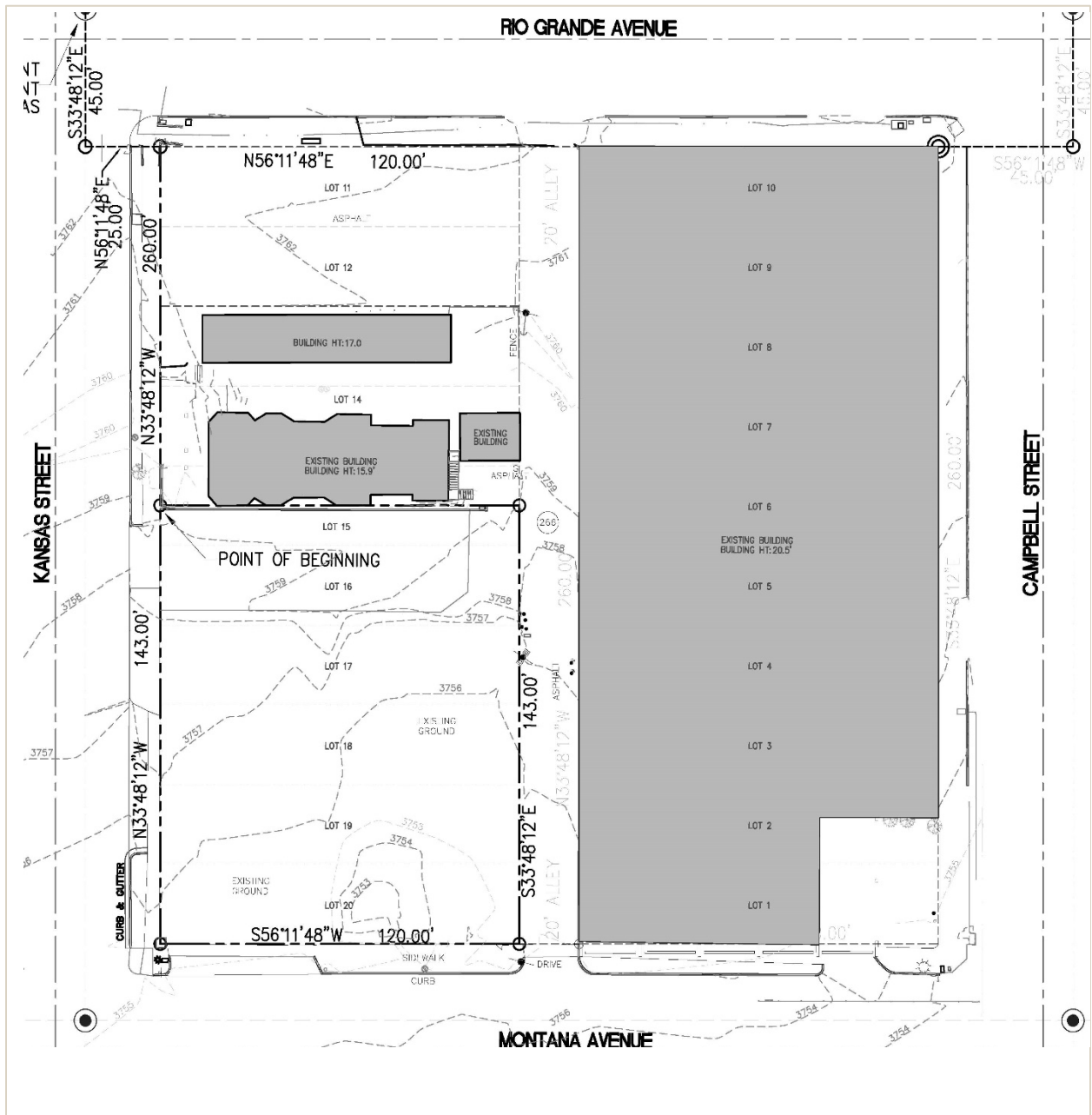


Figure 2: Existing Conditions

Existing Conditions:

Legal Description

The legal description of the site is:

All of lots 1 through 20, Block 266, Campbell Addition, the City of **El Paso, El Paso County Texas.**

The existing alley connecting Montana and Rio Grande between Kansas Street and campbell Street.

Legal Address

There are several addresses on that site:

405 Montana

910 Kansas

916 Kansas

400 Rio Grande

416 Rio Grande

415 Montana

Platting Determination

The site is legally subdivided in the City of El Paso, the subdivision name is Campbell Addition

The lots will not be combined and will stay the same.

Future Land Use

The site is located within the boundary identified by the City comprehensive plan as G-2 Traditional Neighborhood.

:

Proposed Conditions

Land use

The site will be zoned to GMU General Mixed Use.

The following table summarizes the proposed uses.

RESIDENTIAL COUNT		
	1 BDRM	2 BDRM
PHASE I - BUILDING #1		
GROUND LEVEL	12	5
SECOND LEVEL	16	5
THIRD LEVEL	16	5
FOURTH LEVEL	16	5
TOTAL	60	20
PHASE II - BUILDING #2		
GROUND LEVEL	11	3
SECOND LEVEL	11	3
THIRD LEVEL	11	3
FOURTH LEVEL	11	3
TOTAL	44	12
PHASE I & II = 136 TOTAL UNITS	104	32
PROPOSED DENSITY:	104 / 1.55 ACRE = 67 UNITS / ACRE	32 / 1.55 ACRE = 20.64 UNITS / ACRE
PROPOSED NONRESIDENTIAL LAND USE		
<div> <div> BLDG 1A (1,080 SF): <ul style="list-style-type: none"> • ASSISTANT OFFICE • MANAGER'S OFFICE • BUSINESS CENTER • STO. / JAN. • UNISEX RESTROOMS (2) </div> <div> BLDG 1B (592SF): <ul style="list-style-type: none"> • GROUND STORAGE • OFFICE (2) • LAUNDRY ROOM • LAUNDRY STORAGE </div> </div>		
TOTAL NONRESIDENTIAL: 2,667 SF		

Table 1: proposed Mixed Use

The units are spread as follows:

PHASE I - BUILDING #1 Max height 47'

Bldg 1a: 1 Bedroom

3 Units / Floor X 3 = 9 Total Units

2075 Sf / Floor X 3 = 6,225 Total Sf

Bldg 1b: 1 Bedroom

4 Units / Floor X 3 + 3 Ground = 15 Total Units

2760 Sf / Floor X 4 = 11,040 Total Sf

Bldg 1c: 1 Bedroom
5 Units / Floor X 4 = 20 Total Units
3200 Sf / Floor X 4 = 12,800 Total Sf

Bldg 1d: 2 Bedrooms
5 Units / Floor X 4 = 20 Total Units
4500 Sf / Floor X 4 = 18,000 Total Sf

Bldg 1e: 1 Bedroom
4 Units / Floor X 4 = 16 Total Units
2770 Sf / Floor X 4 = 11,080 Total Sf

Phase II - Building #2, Max height 47'

Bldg 2a:
11 Units / Floor X 4 = 44 Total Units
7,555 Sf / Floor X 4 = 30,220 Total Sf

Bldg 2b:
3 Units / Floor X 4 = 12 Total Units
1,878 Sf / Floor X 4 = 7,512 Sf Total Sf

Proposed Nonresidential Land Use

Bldg 1a: Ground Floor
2,965 Sf / Floor X 1 = 2,965 Total Sf

Floor Area Ratio

The maximum proposed intensity for nonresidential land use is 141,896 gross sf / 2,667 nonresidential sf x 100. The calculated FAR, (floor area ratio), of nonresidential land use is .53% of the total sf

Parking calculation

The parking was calculated based on the different types of proposed uses. The code required 1.5 parking spaces per 1 bedroom unit and 2 parking spaces per 2 bedroom and more. The following table is the summary of the required parking per phase:

PHASE I

130 P.S. REQUIRED
52 PROVIDED

COMMERCIAL

862 SF / 288 = MIN 3 P.S.
862 SF / 200 = MAX 4 P.S.

PHASE II

90 P.S. REQUIRED
37 PROVIDED

PHASE I & II
224 P.S. REQUIRED
89 PROVIDED

There will be a shortage of 135 Parking spaces.

The bike parking spaces provided are 11 spaces which matches the required spaces by code.

Principals and Requirements

The following principles and requirements shall apply to a mixed-use development and shall serve as the basis for approval of a master zoning plan. According to the General Design Principles as per Title 20.10.360G, the following bullets are to be used as guidelines only,” and compliance with any guideline within a mixed-use development shall be determined on a case by case basis as part of the master zoning plan and mixed use development plan approval. It is not intended that every mixed-use development conform to all or any set number of the enumerated design guidelines”.

Development Perspective.

- i. That the natural infrastructure and visual character of the development area be retained as derived from existing topography, riparian corridors and other environmentally sensitive areas.

The land has been vacant and the buildings have been deteriorating. The surrounding areas are developed and occupied. The proposed design will enhance the character of the area and the topographic will not change from the existing topography.

- ii. That the development strategy utilized encourages infill and redevelopment in parity with new and existing neighborhoods.

The development consists of utilizing the existing parking garage building and renovating it to be utilized as the parking garage for the proposed development. The Mix-use will be compatible with the existing usage along all property lines and will enhance the area and will provide services that the vicinity lacks.

- iii. That proposed development contiguous to urban areas be organized as town centers and neighborhoods, and be integrated with the existing urban pattern.

The proposed development will have a work live type of development that contains residential, office, retail, dining and entertainment. The proposed mix uses serve as a miniature town center.

- iv. That proposed development noncontiguous to urban areas is organized in the pattern of an isolated community consisting of a complete town center serving the neighborhood(s).

The site is surrounded by commercial, office development and a church and it will serve as a service center for the surrounding community.

- v. That a mixture of housing types and densities be distributed throughout the mixed-use development.

The development consists a parking garage, retail and office at the first level and apartment on the other stories of the proposed building..

- vi. That transportation corridors be planned and reserved in coordination with land use patterns.

The corridors are existent.

- vii. That natural or man-made green corridors and open space areas be used to define and connect neighborhoods to other facilities within the development, and that these areas allow for connectivity outside of the development where feasible.

The green space within the property is properly located in the center of the project which makes it accessible to all the tenants within the development

- viii. That the development includes a framework of transit, pedestrian and bicycle systems that provide alternatives to the automobile.

Sun Metro has confirmed that the project located at 405 Montana is situated within 1000 feet of a mass transit system route (s). Sun Metro's Route 34 and 36 travel along Rio Grande Avenue with one stop located adjacent to the subject property at Rio Grande and Kansas.

.

- ix. That neighborhoods with town centers be the preferred pattern of development and that developments specializing in single use be discouraged.

This development combine is an example of mix uses that should be encouraged throughout the City.

- x. That neighborhoods be compact, pedestrian-friendly, and mixed use.

The proposed development includes sidewalks, and bike racks. It also consists of the mix uses described earlier.

- xi. That ordinary activity of daily living occurs within walking distance of most dwellings.

The proposed residential apartment is located in the same building which allows the tenant to walk to all the proposed uses.

- xii. That interconnected networks of streets be designed to disperse and reduce the length of vehicle trips.

The development is existent and the streets are existent too.

- xiii. That within neighborhoods, a range of housing types and price levels be provided to accommodate people of diverse ages and incomes.

This item does not apply

- xiv. That appropriate building densities and land use be provided within walking distance of transit stops.

The project located at 405 Montana is situated within 1000 feet of a mass transit system route (s). Sun Metro's Route 34 and 36 travel along Rio Grande Avenue with one stop located adjacent to the subject property at Rio Grande and Kansas.

- xv. That civic, institutional and commercial activity be embedded, and not isolated, in the development.

This item does not apply

- xvi. That a range of open space including parks, squares, and playgrounds be distributed within the development.

The building will extend up to the right of way lines of all streets. There will be some landscaping scattered where feasible and available. Also there will be an open space area within the courtyard that provides playground, sitting area and community gardens.

- xvii. That a development has sufficient size to accommodate the mixed-use concentration of uses.

The breakdown of the proposed mixed use is shown in table 1.

Building Perspective.

The following items are the guidelines for building perspectives under to the General Design Principles as per Title 20.10.360G

- i. That buildings and landscaping contribute to the physical definition of streets as civic places.

The building will enhance the image of the area. The landscaping will be scattered along some of the frontages.

- ii. That the design of streets and buildings reinforce safe environments.

The streets are existing. The sidewalks will be demolished and rebuilt to make them safer and in compliance with ADA for pedestrian traffic. The building will be built in compliance with the 2015 building code and in compliance with the City municipal code. The units adjacent to the street will have window facing the street. The office of the building and the security office is located on the first floor and has windows facing the street.

- iii. That architecture and landscape design grow from local climate, topography, history and building practice.

- *Transitional style as a midpoint between traditional and modern, building to be in harmony with the surrounding architecture styles, stucco and metal clad exteriors that will be taking some elements of neighbored St. George Church and some of the stucco clad bungalow houses/apartments, creating a contemporary cohesive look.*

- *Exiting abandoned parking garage will be rehabilitated to be improved up to current building codes and standards.*

The exterior will be screen and modernize to harmonized and compliment the residential building complex.

- iv. That the preservation and renewal of historic buildings be facilitated.

The building has been built and it will be remodeled and added upon. The proposed development will enhance the quality of the building as well as the aesthetics of the site.

- v. That principal buildings and facades, where possible, be located parallel to the frontage line to encourage a community-friendly environment.

This item will be met.

General Design Elements

The following items are the general design elements according to the General Design Principles as per Title 20.10.360G

1. Neighborhoods limited in size and oriented toward pedestrian activity.

The site is designed with sidewalks along the frontage of the adjacent streets to make it pedestrian friendly.

2. A variety of housing types, jobs, shopping, services, and public facilities.

The development consists of Multifamily Dwellings and office spaces.

3. Residences, shops, workplaces, and other buildings interwoven within the neighborhood, all within close proximity.

The building will only house apartment units ranging from 1 Bedroom one bath to 3 bedroom 2 bath and other offices.

4. A network of interconnecting streets and blocks that maintain respect for the natural landscape.

The streets are existent.

5. Natural features and undisturbed areas that are incorporated into the open space of the neighborhood.

This item does not apply

6. A coordinated transportation system with a hierarchy of appropriately designed facilities for pedestrians, bicycles, public transit and automotive vehicles.

The site will have walking sidewalks, and bus stops to encourage public to use alternative transportation methods.

7. Well-configured squares, plazas, greens, landscaped streets, preserves, greenbelts, or parks dedicated to the collective social activity, recreation, and visual enjoyment of the neighborhood.

The site will enhance the visual enjoyment of the neighborhood. Street trees and other landscaping will be part of this development. A landscaped courtyard , playground and community gardens are also part of this development and will all be located within the courtyard.

8. Buildings, spaces, and other features that act as landmarks, symbols, and focal points for community identity.

The combination of all the proposed mix uses will be the focal point for community identity.

9. Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character and landscaping to establish a livable and harmonious environment.

Low maintained landscaping elements including planting material, ground covering, irrigation and shading devises native to this region will complement the architectural style that take elements from the neighboring buildings to a contemporary look.

10. Classification of uses deploying a range from rural-to-urban to arrange in useful order the typical context groupings of natural and urban areas to ensure compatibility of land uses.

This item does not apply.

The proposed development complies with most of the items listed above. The developer and the design team will make an extra effort to comply with items 7 through 10.

Architectural Objectives.

As previously stated, the architectural design of the proposed development will achieve the following objectives as part of the mixed-use development plan:

1. Architectural compatibility;
2. Human scale design;
3. Integration of uses;
4. Encouragement of pedestrian activity;
5. Buildings that relate to and are oriented toward the street and surrounding buildings;
6. Residential scale buildings in any mixed residential area;
7. Buildings that contain special architectural features to signify entrances to the mixed-use development; and
8. Buildings that focus activity on a neighborhood open space, square or plaza.

Roadway Design.

Driveways will be used for traffic circulation within the proposed development. The design of these driveways will comply with City of El Paso rules and regulations.

Parking.

The required spaces of parking will be calculated and provided according to the parking requirements in [Chapter 20.14](#). However, the project will require parking reduction of 124 parking spaces out of 220 required parking spaces. There are approximately 80 spaces plus available along the adjacent streets within 300 feet from the site.

Setbacks.

According to the to the General Design Principles as per Title 20.10.360G ,” Properties within a mixed-use development shall be allowed zero setbacks for all uses, unless otherwise required by the city council as part of the review of the master zoning plan”. Therefore, this development will have a minimum of 0 foot setbacks.

Lot Coverage and Heights

We propose to have a 100% coverage for the entire lot. The height of the building should not exceed 60 feet.

|Landscaping.

According to the General Design Principles as per Title 20.10.360G, “Uses within a mixed-use development shall not be required to conform to the landscaping requirements of [Title 18](#) (Building and Construction) of the El Paso City Code”.

The proposed landscaping, amenities and other green areas proposed within this development will be shown and considered as part of the master zoning plan and mixed-use development plan approval process.

|phasing

- **Phase I:**

- (1) 4 story apartment building complex to house 80 units total.
 - (60) 1-bedroom units.
 - (20) 2-bedroom units.
- This complex will include few amenities like community spaces, laundry room, playground, community garden, among others.
- Rehabilitated parking garage to comply with current building codes and standards.
- Landscaped areas.

Phase I should start in July of 2021. The construction schedule is 12 months.

- **Phase II:**

- (1) 4 story apartment building complex to house 56 units total.
 - (44) 1-bedroom units.
 - (12) 2-bedroom units.
- Landscaped areas.

Phase II might start in 2025 and the duration is 12 months also.

405 Montana Avenue

City Plan Commission — April 22, 2021 **REVISED**



CASE NUMBER: PZRZ21-00001
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Housing Authority of the City of El Paso
REPRESENTATIVE: SLI Engineering, Inc., c/o Georges Halloul
LOCATION: 405 Montana Avenue (District 8)
PROPERTY AREA: 1.55 acres
REQUEST: Rezone from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use)
RELATED APPLICATIONS: PZST21-00001
SURW21-00002
PUBLIC INPUT: None received as of 04/15/2021

SUMMARY OF REQUEST: The applicant is requesting to rezone six (6) lots from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and approval of a Master Zoning Plan (MZP) for a proposed multifamily development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL W/CONDITIONS** of the rezoning request subject to all comments provided in Attachment 5, as the proposed development is in keeping with the policies of the G-2, Traditional Neighborhood (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan, and subject to the following condition:

That the Montana Alley Vacation (SURW21-00002) be recorded prior to City Council approval.

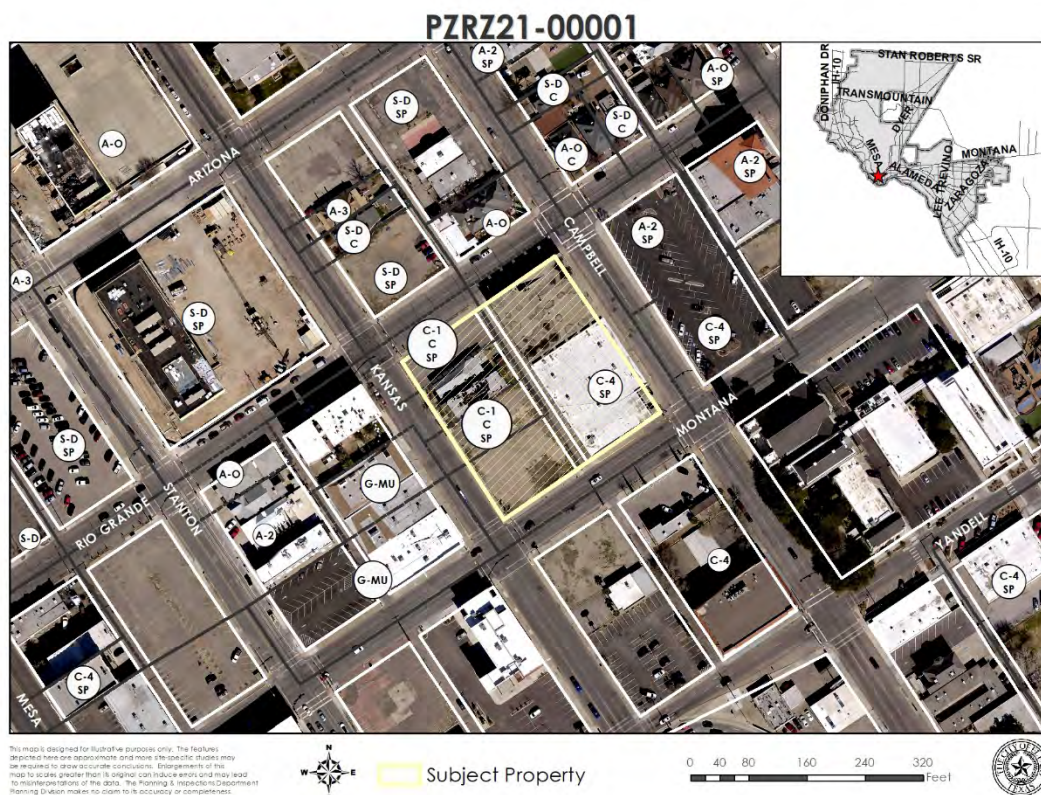


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone six (6) lots from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and approval of a Master Zoning Plan for a proposed multifamily development. The Master Zoning Plan for the proposed development provides zero (0) foot setbacks all around the subject properties, with a maximum building height of 59'-1". The proposed development will consist of seven (7) buildings that will include one hundred four (104) one-bedroom units, thirty (32) two-bedroom units, and will require two hundred twenty-four (224) parking spaces. Also included, is a parking garage that will provide eighty-nine (89) parking spaces. A special permit for reduction in parking requirements is being requested concurrently. The proposed development will have access from Montana Avenue, Kansas Street, Rio Grande Avenue, and Campbell Street.

PREVIOUS CASE HISTORY: None.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed multifamily development is compatible with the surrounding neighborhood and is in character with the Central El Paso neighborhood. The property is proposed to be built up to the property line. Existing sidewalks will be reconstructed and street trees will be provided. The proposed development will have access from Montana Avenue, classified as a Major Arterial, and from Kansas Street, Rio Grande Avenue, and Campbell Street, which are considered Minor Arterials. The streets designations are appropriate to serve the proposed development. Furthermore, the proposed development is located in a transit oriented development corridor with public transit facilities located within 1,000 feet to serve the property, including one stop located adjacent to the subject property at Rio Grande Avenue and Kansas Street serviced by Sun Metro's Route 34 and 36 and one stop located on Stanton Street serviced by Sun Metro's Streetcar Route. Also, there are transit facilities for Sun Metro's Brio Route located on Oregon Street within walking distance (0.25 miles) from the proposed development. The closest park is Houston Park (0.28 miles) and the nearest school is El Paso High School (0.65 miles).

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-2, Traditional Neighborhood: This sector includes the remainder of Central El Paso as it existing through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in the Comprehensive Plan.</p>	<p>Yes. The proposed development will be built up to the property line and is in character with Central El Paso. The proposed development's density is appropriate for a transit oriented development and will provide a mixture of residential uses to the area.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>G-MU (General Mixed Use): The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district regulations permit flexibility and encourage more creative, efficient and aesthetically desirable design and placement of land uses.</p>	<p>Yes. The proposed zoning district is compatible with other zoning districts surrounding the property. Properties around the proposed development are zoned A-O (Apartment/Office), S-D (Special District), C-4 (Commercial), A-2 (Apartment), and G-MU (General Mixed Use) consisting of offices, surface parking, and apartments.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The proposed development is located in close proximity to various public transit facilities. The property has access to Montana Avenue, classified as a Major Arterial, and to Kansas Street, Rio Grande Avenue, and Campbell Street, which are considered Minor Arterials. The classification of these roads is appropriate for the density of the proposed development.</p>
THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>The subject property is not located within any historic districts, other special designations, or study area plans.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>No adverse effects are anticipated.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>There are no anticipated effects on the natural environment.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is in transition with new developments providing a greater mixture of uses for the neighborhood.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>Developments existing on the subject property are being demolished. Moreover, the subject property is comprised of many different zoning districts. The proposed rezoning will apply a single zoning standard to the proposed development. Properties and uses</p>

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

surrounding the proposed development consist of offices, apartments, and surface parking.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The property has access to Montana Avenue, classified as a Major Arterial, and to Kansas Street, Rio Grande Avenue, and Campbell Street, which are considered Minor Arterials. The classification of these roads is appropriate for the density of the proposed development. Additionally, the proposed development is located in a transit oriented development corridor with public transit facilities located within 1,000 feet to serve the property, including one stop located adjacent to the subject property at Rio Grande Avenue and Kansas Street serviced by Sun Metro’s Route 34 and 36 and one stop located on Stanton Street serviced by Sun Metro’s Streetcar Route.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: El Paso Fire Department recommends conditional approval asking the applicant to demonstrate that where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), that they are providing approved aerial fire apparatus access roads and that at least one side of the building will have aerial access. El Paso Water Utilities has asked for a full width easement along the 20’ wide alley being vacated. Further coordination shall be made with the utility companies to remove or relocate all existing infrastructure.

PUBLIC COMMENT: The subject property lies within the boundaries of Houston Park Neighborhood Association, El Paso Central Business Association, and Sunrise Civic Group, who were notified by the applicant of the rezoning request. Notices were provided to all property owners within 300 feet of the subject property on March 24, 2021. As of April 15, 2021, the Planning Division has received no communication in favor or in opposition to the rezoning request.

RELATED APPLICATIONS: A special permit (PZST21-00001) to reduce parking requirements by 100% is being requested concurrently with the rezoning request. The Montana Alley Right-of-Way Vacation (SURW21-00002) is proposing to vacate the 20-foot wide alley within Block 266, Campbell Addition. City Plan Commission (CPC) approved the right-of-way vacation request on February 25, 2021. The City Council public hearing has not been scheduled and is pending.

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.
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. Zoning Map
3. Neighborhood Notification Boundary Map
4. Master Zoning Plan
5. Department Comments
6. Master Zoning Report

ATTACHMENT 1

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than 1:10,000 can induce errors and may lead to incorrect conclusions. Planning Division makes no claim to its accuracy or completeness.

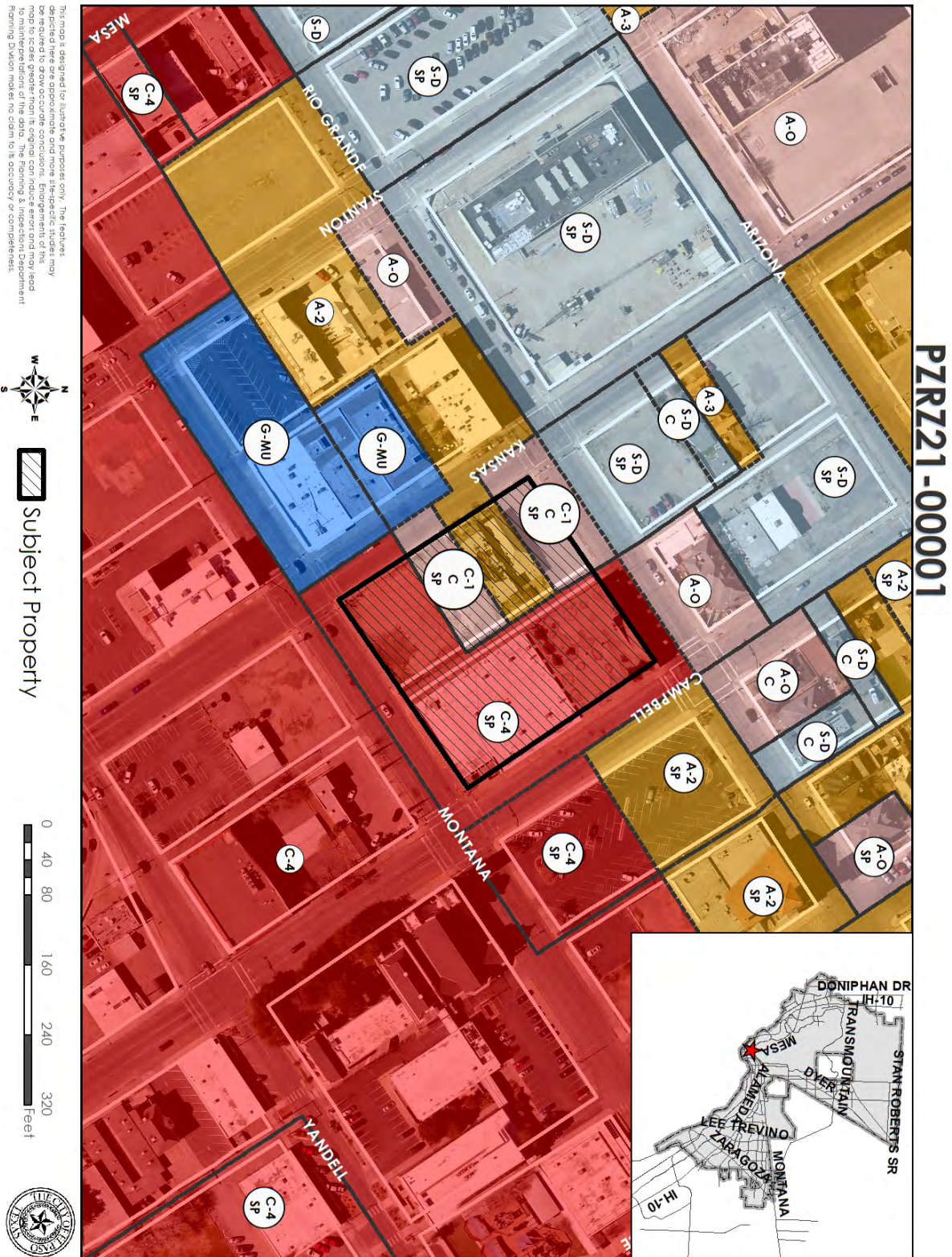


Subject Property



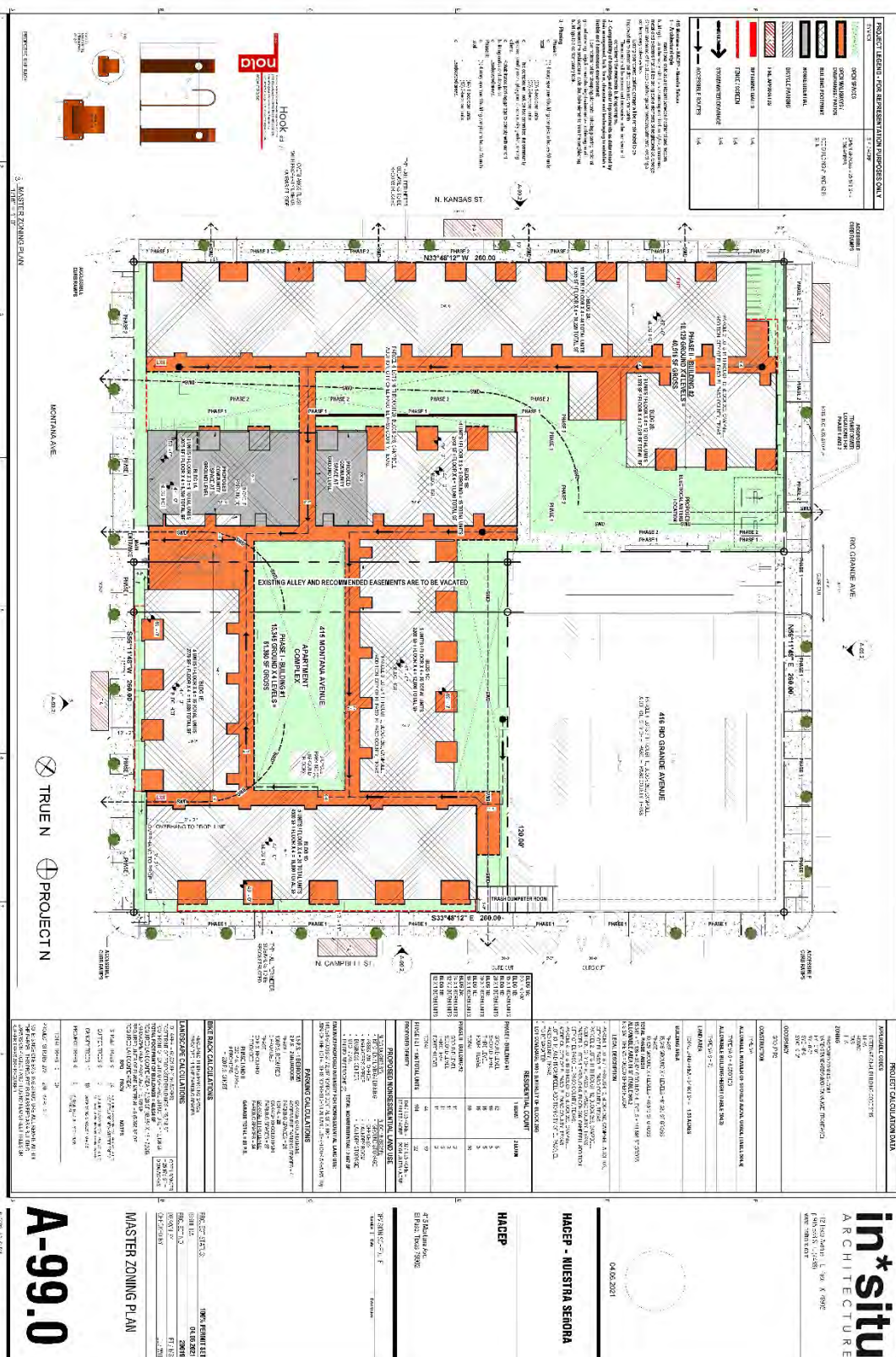
PZR21-00001

ATTACHMENT 2



ATTACHMENT 3







HACER - NUESTRA SENORA

HACER

472 BIRDAWAY AVE
DALLAS, TEXAS 75202

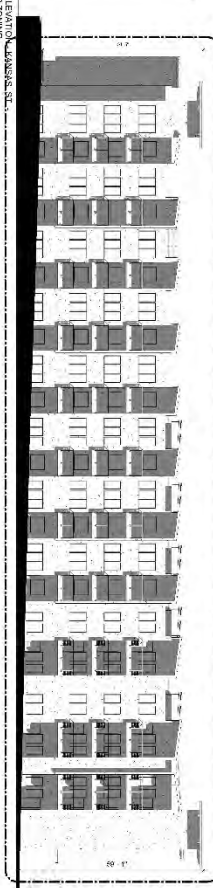
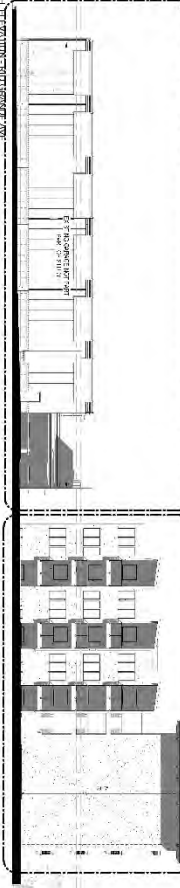
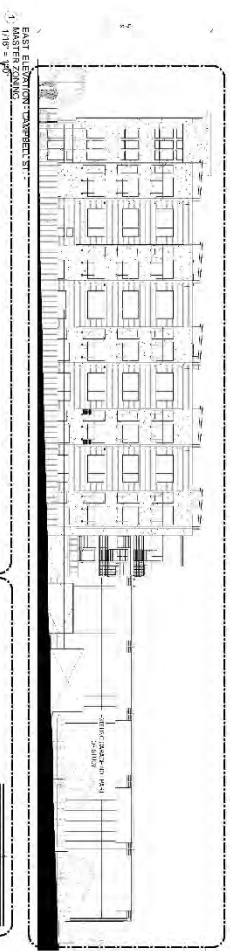
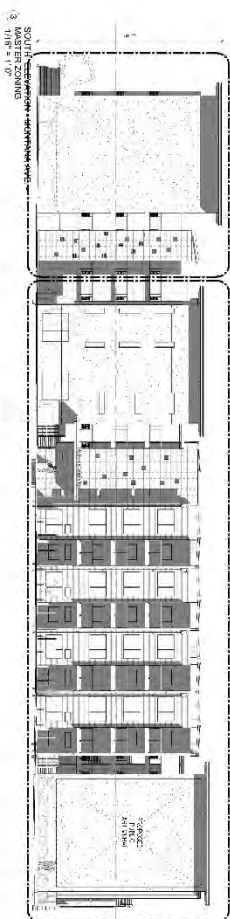
DESIGNED BY: [Signature]
DATE: 04/09/2021

PROJECT NO: 1009, PHASE 1.51
SHEET NO: 04 OF 0201
DATE: 04/09/2021
SCALE: AS SHOWN
DRAWN BY: [Signature]

**MASTER ZONING
PLAN -
ELEVATIONS**

A-99.2

0"=20'-0" (1:633)



ATTACHMENT 5

Planning and Inspections Department - Planning Division

1. The Montana Alley Right-of-Way vacation has to be recorded prior to the Item being heard by City Council.
2. Coordinate with El Paso Fire Department for further compliance providing Aerial Fire Apparatus Access Roads D105.1 (2015 IFC).
3. Provide proof of ownership for all properties.
4. Provide a Certified Tax Certificate prior to the item's placement on the City Council Agenda.
5. Master Zoning Report shall provide information for the phasing schedule that indicates the proposed phasing of the development, the approximate timeframe for construction and development. (estimated time for phase 2 development)
6. Provide table/list on Master Zoning Report depicting the proposed acreage for each land use and open space.
7. Show required bicycle parking on parking calculations in the Master Zoning Plan report.
8. Provide square footage for each separate building on Master Zoning Report.
9. Provide number of units per each separate building on Master Zoning Report.
10. Provide minimum and maximum lot coverages, minimum lot width, depth, setbacks, and maximum building height for primary and accessory structures on Master Zoning Report.
11. Provide information for maximum proposed density for each residential land use type expressed in dwelling units per gross acre of developable land on Master Zoning Report.
12. Provide the maximum proposed total Floor Area for all nonresidential land uses combined, expressed in square feet on Master Zoning Report.
13. Provide maximum proposed intensity for each nonresidential land use type expressed in floor area ratio (FAR) on Master Zoning Report.
14. Provide acreage for open space areas on Master Zoning Report
15. Total parking required is 224 parking spaces to match the special permit. Match counts/tables on both Master Zoning Plan and Master Zoning Report.
16. Bicycle parking shall comply with Section 20.14.110.
 - a. 50% of required parking shall be within 15' of an entrance
 - b. Bicycle parking racks shall be visible from the right-of-way
17. Show property lines only along the block. Remove lines shown along the west and south portions of the garage.
18. Match the proposed uses table/units counts with those on the Master Zoning Plan.
19. Include offices uses on the Master Zoning Report (last page under Phase I).

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend Approval

Planning and Inspections Department – Land Development

1. No objections to proposed rezoning plan.
2. The code encourages the use of nonstructural storm water management such as the preservation of greenspace, rainwater harvesting within landscaping areas, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Fire Department

Aerial Fire Apparatus Access Roads D105.1 (2015 IFC). Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), approved aerial fire apparatus access roads shall be provided. In addition, at least one side of the bldg. should have aerial access. D105.2 Width; D105.3 Proximity to building & D105.4 Obstructions also apply.

Police Department

No comments received.

Environment Services

No comments.

Streets and Maintenance Department

Recommend additional on-site parking spaces to allow nearby future developments to have available off-site street parking. The on-site to off-site ratio of parking spaces for the new development is 96:124.

Sun Metro

Applicant has been sent the Sun Metro Director letter as required by this application. There is an existing bus stop adjacent to the subject property along Rio Grande Avenue. Please coordinate with Sun Metro if any work is proposed within the bus stop area.

El Paso Water Utilities

EPWater does not object to this request.

The full width of the alley described as “A 20-foot alley out of block 266, Campbell Addition to the City of El Paso, El Paso County Texas” shall be retained as a Utility Easement. EPWater-PSB requires access to the sanitary sewer facilities and appurtenances, within the proposed easement 24 hours a day, seven (7) days a week. No building, reservoir, structure or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced easement without EPWater’s written consent.

Water:

There is an existing 6-inch diameter water main that extends along the eastside of Kansas Street.

There is an existing 4-inch diameter water main that extends along the north side of Montana Avenue.

Previous water pressure readings from fire hydrant #1641 located at the southeast corner of Kansas St. and Montana Ave., have yielded a static pressure of 70 psi, a residual pressure of 67 psi, and a discharge flow of 993 gallons per minute.

Sanitary Sewer:

There is an existing 8-inch diameter sewer main that extends along the east side of the alley east of Kansas St.

General:

EPWater requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

We have reviewed the property described above and provide the following comments:

1. It seems the alley is carrying flows from Rio Grande Ave.; accommodations may need to be made for this runoff.
2. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Texas Department of Transportation

Proposed development is not abutting TxDOT right of way. This section of Montana is under City jurisdiction.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID.

ATTACHMENT 6

(See following pages)

General Mixed Use Zoning Report

Nuestra Senora Apartment

Owner: The Housing Authority of the City of El Paso

Prepared by: Georges Halloul, P.E.

April 2021

GENERAL MIXED USE ZONING REPORT

Nuestra Senora Apartment

Article I. Contents

ABSTRACT	2
LIMITATIONS	2
INTRODUCTION	2
EXECUTIVE SUMMARY	3
SITE LOCATION	4
SITE DESCRIPTION	5
EXISTING CONDITIONS:	6
LEGAL DESCRIPTION	6
LEGAL ADDRESS	6
PLATTING DETERMINATION.....	6
FUTURE LAND USE	6
PROPOSED CONDITIONS.....	7
LAND USE.....	7
FLOOR AREA RATIO	8
PARKING CALCULATION	8
FIGURE 5: MASTER ZONING PLAN	8
PRINCIPALS AND REQUIREMENTS.....	9
DEVELOPMENT PERSPECTIVE.....	9
BUILDING PERSPECTIVE.	12
GENERAL DESIGN ELEMENTS.....	13
ARCHITECTURAL OBJECTIVES.....	14
ROADWAY DESIGN.	15
PARKING.....	15
SETBACKS.....	15
LOT COVERAGE AND HEIGHTS.....	15
LANDSCAPING.	15
PHASING	15

abstract

This study is intended to assist the owner/ developer in meeting the City requirements for rezoning application of the proposed tracts. The report will address the requirements as set in the City Of El Paso Municipal Code Title 20, Section 20.10.360G..

limitations

This report has been prepared for the exclusive use of The City of El Paso, The Housing Authority of the City of El Paso, HACEP, and its consultants for evaluation purposes and does not contain information for other parties or other uses.

The results submitted in this report are based on data obtained from the following sources:

1. SLI Engineering, Inc.
2. The City of El Paso
3. Texas Department of Transportation
4. In-Situ Architects.
5. Field data collected during the study

If the project information described in this report is incorrect or altered, or if new information is available, we should be retained to review and modify the results of this study.




Introduction

HACEP., is in the process of processing a Rezoning Application for existing site located on the block between Montana and Rio Grande in the north south direction and Campbell and Kansas in the east west direction. The developer is applying for a General Mixed Use to accommodate, encourage and promote an innovatively designed mix of Multifamily, open space and an administrative office for the apartment administrative activities.

Executive summary

The proposed development will be in compliance with all the General Design Principals, General Design Elements, Architectural Objectives, Roadway Design, Parking, Setbacks and Landscaping principals and requirement listed under Chapter 20.10.360G Supplemental Use Regulations, residential Mixed Use Development.

Also the proposed development is in compliance with the Land Use and City Goals and Policies:

-  **Land Use City Forms:** The proposed development consists of a balanced and complete community which contains a mix of multifamily units, community gardens, and playground using types and styles, economic development, job opportunities, educational opportunities, and outlets for social and cultural expression.
-  **Residential :** This development will promote fair housing by providing affordable housing, and market rate housing in accordance with Federal, State and Local regulations. The wide range of proposed housings, detached units, 1,2 and 3 bedroom apartments, will respond to the needs of all economic segments of the community. Also the proposed private amenities encourage the use of planned unit development
-  **Neighborhoods:** The proposed development with the 4 story building and the parking garage, provide safe and efficient vehicular and pedestrian circulation systems. The community facilities are located within the development within walking distance from all dwellings. The neighborhood commercial services surround the proposed facility.

Site Location

The site is located on the Central side of El Paso occupying the block between Cambell St and Kansas in the east and west direction, and Montana and Rio Grande in the north south direction.

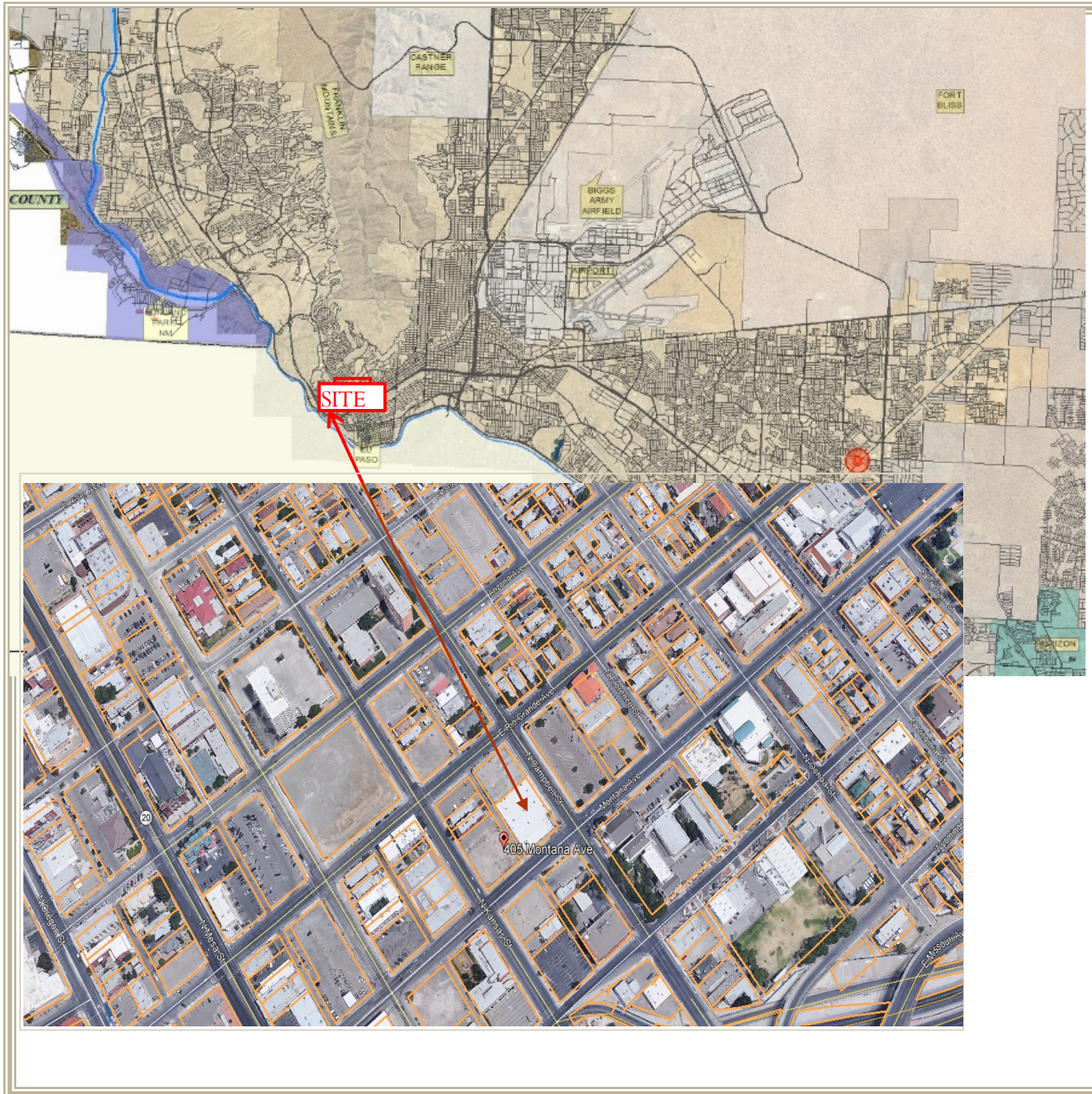


FIGURE 1 : SITE LOCATION

Site Description

The site consists of 1.432 acres to include a 20-foot alley between the two parcels.. The site is occupied by 4 buildings, and vacant land.

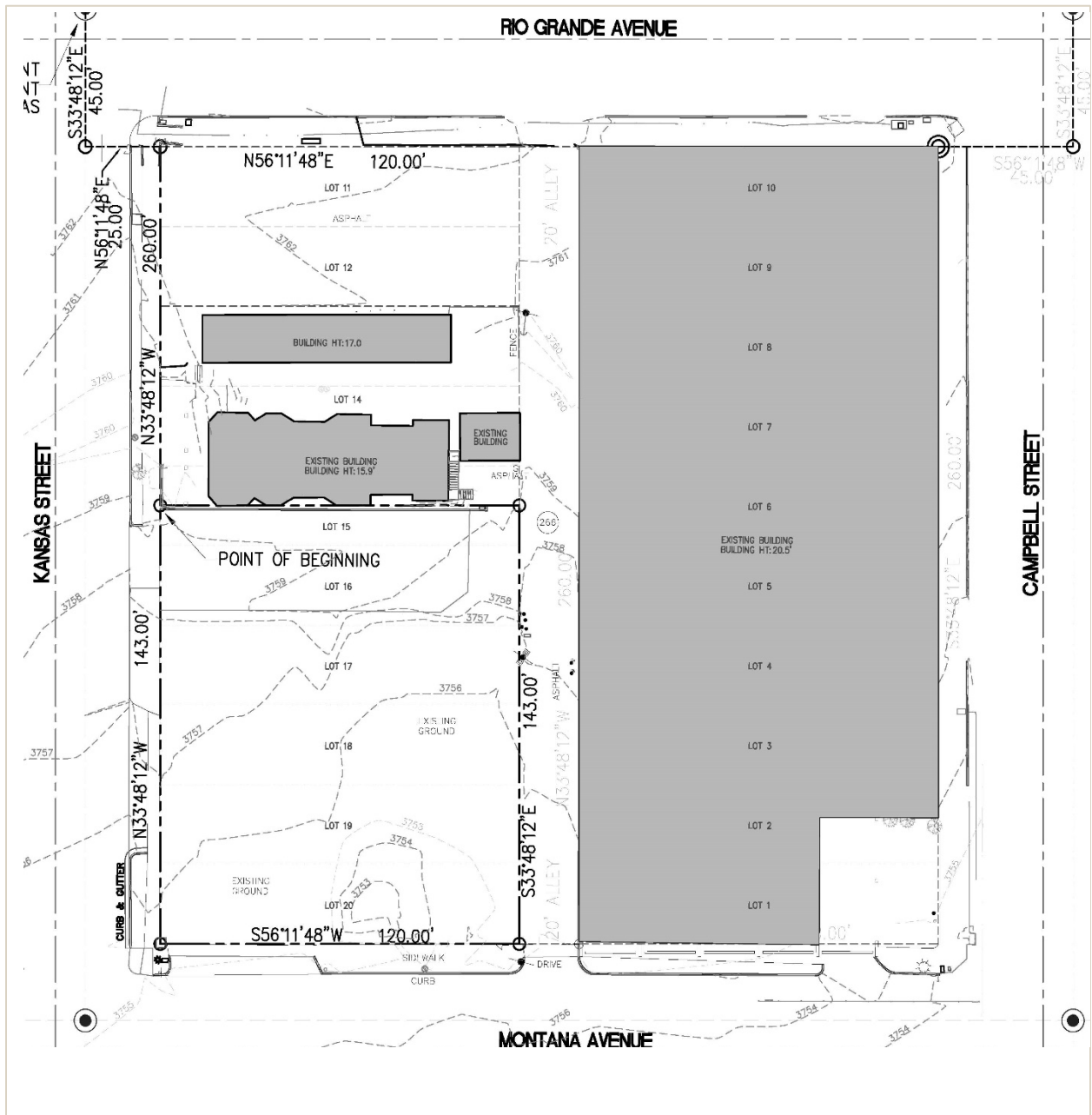


Figure 2: Existing Conditions

Existing Conditions:

Legal Description

The legal description of the site is:

All of lots 1 through 20, Block 266, Campbell Addition, the City of **El Paso, El Paso County Texas.**

The existing alley connecting Montana and Rio Grande between Kansas Street and campbell Street.

Legal Address

There are several addresses on that site:

405 Montana

910 Kansas

916 Kansas

400 Rio Grande

416 Rio Grande

415 Montana

Platting Determination

The site is legally subdivided in the City of El Paso, the subdivision name is Campbell Addition

The lots will not be combined and will stay the same.

Future Land Use

The site is located within the boundary identified by the City comprehensive plan as G-2 Traditional Neighborhood.

:

Proposed Conditions

Land use

The site will be zoned to GMU General Mixed Use.

The following table summarizes the proposed uses.

RESIDENTIAL COUNT		
	1 BDRM	2 BDRM
PHASE I - BUILDING #1		
GROUND LEVEL	12	5
SECOND LEVEL	16	5
THIRD LEVEL	16	5
FOURTH LEVEL	16	5
TOTAL	60	20
PHASE II - BUILDING #2		
GROUND LEVEL	11	3
SECOND LEVEL	11	3
THIRD LEVEL	11	3
FOURTH LEVEL	11	3
TOTAL	44	12
PHASE I & II = 136 TOTAL UNITS	104	32
PROPOSED DENSITY:	104 / 1.55 ACRE = 67 UNITS / ACRE	32 / 1.55 ACRE = 20.64 UNITS / ACRE
PROPOSED NONRESIDENTIAL LAND USE		
<div> <div> BLDG 1A (1,080 SF): <ul style="list-style-type: none"> • ASSISTANT OFFICE • MANAGER'S OFFICE • BUSINESS CENTER • STO. / JAN. • UNISEX RESTROOMS (2) </div> <div> BLDG 1B (592SF): <ul style="list-style-type: none"> • GROUND STORAGE • OFFICE (2) • LAUNDRY ROOM • LAUNDRY STORAGE </div> </div>		
TOTAL NONRESIDENTIAL: 2,667 SF		

Table 1: proposed Mixed Use

The units are spread as follows:

PHASE I - BUILDING #1 Max height 47'

Bldg 1a: 1 Bedroom

3 Units / Floor X 3 = 9 Total Units

2075 Sf / Floor X 3 = 6,225 Total Sf

Bldg 1b: 1 Bedroom

4 Units / Floor X 3 + 3 Ground = 15 Total Units

2760 Sf / Floor X 4 = 11,040 Total Sf

Bldg 1c: 1 Bedroom
5 Units / Floor X 4 = 20 Total Units
3200 Sf / Floor X 4 = 12,800 Total Sf

Bldg 1d: 2 Bedrooms
5 Units / Floor X 4 = 20 Total Units
4500 Sf / Floor X 4 = 18,000 Total Sf

Bldg 1e: 1 Bedroom
4 Units / Floor X 4 = 16 Total Units
2770 Sf / Floor X 4 = 11,080 Total Sf

Phase II - Building #2, Max height 47'

Bldg 2a:
11 Units / Floor X 4 = 44 Total Units
7,555 Sf / Floor X 4 = 30,220 Total Sf

Bldg 2b:
3 Units / Floor X 4 = 12 Total Units
1,878 Sf / Floor X 4 = 7,512 Sf Total Sf

Proposed Nonresidential Land Use

Bldg 1a: Ground Floor
2,965 Sf / Floor X 1 = 2,965 Total Sf

Floor Area Ratio

The maximum proposed intensity for nonresidential land use is 141,896 gross sf / 2,667 nonresidential sf x 100. The calculated FAR, (floor area ratio), of nonresidential land use is .53% of the total sf

Parking calculation

The parking was calculated based on the different types of proposed uses. The code required 1.5 parking spaces per 1 bedroom unit and 2 parking spaces per 2 bedroom and more. The following table is the summary of the required parking per phase:

PHASE I
130 P.S. REQUIRED
52 PROVIDED

COMMERCIAL
862 SF / 288 = MIN 3 P.S.
862 SF / 200 = MAX 4 P.S.

PHASE II
90 P.S. REQUIRED
37 PROVIDED

PHASE I & II
224 P.S. REQUIRED
89 PROVIDED

There will be a shortage of 135 Parking spaces.

The bike parking spaces provided are 11 spaces which matches the required spaces by code.

Principals and Requirements

The following principles and requirements shall apply to a mixed-use development and shall serve as the basis for approval of a master zoning plan. According to the General Design Principles as per Title 20.10.360G, the following bullets are to be used as guidelines only,” and compliance with any guideline within a mixed-use development shall be determined on a case by case basis as part of the master zoning plan and mixed use development plan approval. It is not intended that every mixed-use development conform to all or any set number of the enumerated design guidelines”.

Development Perspective.

- i. That the natural infrastructure and visual character of the development area be retained as derived from existing topography, riparian corridors and other environmentally sensitive areas.

The land has been vacant and the buildings have been deteriorating. The surrounding areas are developed and occupied. The proposed design will enhance the character of the area and the topographic will not change from the existing topography.

- ii. That the development strategy utilized encourages infill and redevelopment in parity with new and existing neighborhoods.

The development consists of utilizing the existing parking garage building and renovating it to be utilized as the parking garage for the proposed development. The Mix-use will be compatible with the existing usage along all property lines and will enhance the area and will provide services that the vicinity lacks.

- iii. That proposed development contiguous to urban areas be organized as town centers and neighborhoods, and be integrated with the existing urban pattern.

The proposed development will have a work live type of development that contains residential, office, retail, dining and entertainment. The proposed mix uses serve as a miniature town center.

- iv. That proposed development noncontiguous to urban areas is organized in the pattern of an isolated community consisting of a complete town center serving the neighborhood(s).

The site is surrounded by commercial, office development and a church and it will serve as a service center for the surrounding community.

- v. That a mixture of housing types and densities be distributed throughout the mixed-use development.

The development consists a parking garage, retail and office at the first level and apartment on the other stories of the proposed building..

- vi. That transportation corridors be planned and reserved in coordination with land use patterns.

The corridors are existent.

- vii. That natural or man-made green corridors and open space areas be used to define and connect neighborhoods to other facilities within the development, and that these areas allow for connectivity outside of the development where feasible.

The green space within the property is properly located in the center of the project which makes it accessible to all the tenants within the development

- viii. That the development includes a framework of transit, pedestrian and bicycle systems that provide alternatives to the automobile.

Sun Metro has confirmed that the project located at 405 Montana is situated within 1000 feet of a mass transit system route (s). Sun Metro's Route 34 and 36 travel along Rio Grande Avenue with one stop located adjacent to the subject property at Rio Grande and Kansas.

.

- ix. That neighborhoods with town centers be the preferred pattern of development and that developments specializing in single use be discouraged.

This development combine is an example of mix uses that should be encouraged throughout the City.

- x. That neighborhoods be compact, pedestrian-friendly, and mixed use.

The proposed development includes sidewalks, and bike racks. It also consists of the mix uses described earlier.

- xi. That ordinary activity of daily living occurs within walking distance of most dwellings.

The proposed residential apartment is located in the same building which allows the tenant to walk to all the proposed uses.

- xii. That interconnected networks of streets be designed to disperse and reduce the length of vehicle trips.

The development is existent and the streets are existent too.

- xiii. That within neighborhoods, a range of housing types and price levels be provided to accommodate people of diverse ages and incomes.

This item does not apply

- xiv. That appropriate building densities and land use be provided within walking distance of transit stops.

The project located at 405 Montana is situated within 1000 feet of a mass transit system route (s). Sun Metro's Route 34 and 36 travel along Rio Grande Avenue with one stop located adjacent to the subject property at Rio Grande and Kansas.

- xv. That civic, institutional and commercial activity be embedded, and not isolated, in the development.

This item does not apply

- xvi. That a range of open space including parks, squares, and playgrounds be distributed within the development.

The building will extend up to the right of way lines of all streets. There will be some landscaping scattered where feasible and available. Also there will be an open space area within the courtyard that provides playground, sitting area and community gardens.

- xvii. That a development has sufficient size to accommodate the mixed-use concentration of uses.

The breakdown of the proposed mixed use is shown in table 1.

Building Perspective.

The following items are the guidelines for building perspectives under to the General Design Principles as per Title 20.10.360G

- i. That buildings and landscaping contribute to the physical definition of streets as civic places.

The building will enhance the image of the area. The landscaping will be scattered along some of the frontages.

- ii. That the design of streets and buildings reinforce safe environments.

The streets are existing. The sidewalks will be demolished and rebuilt to make them safer and in compliance with ADA for pedestrian traffic. The building will be built in compliance with the 2015 building code and in compliance with the City municipal code. The units adjacent to the street will have window facing the street. The office of the building and the security office is located on the first floor and has windows facing the street.

- iii. That architecture and landscape design grow from local climate, topography, history and building practice.

- *Transitional style as a midpoint between traditional and modern, building to be in harmony with the surrounding architecture styles, stucco and metal clad exteriors that will be taking some elements of neighbored St. George Church and some of the stucco clad bungalow houses/apartments, creating a contemporary cohesive look.*
- *Exiting abandoned parking garage will be rehabilitated to be improved up to current building codes and standards.*

The exterior will be screen and modernize to harmonized and compliment the residential building complex.

- iv. That the preservation and renewal of historic buildings be facilitated.

The building has been built and it will be remodeled and added upon. The proposed development will enhance the quality of the building as well as the aesthetics of the site.

- v. That principal buildings and facades, where possible, be located parallel to the frontage line to encourage a community-friendly environment.

This item will be met.

General Design Elements

The following items are the general design elements according to the General Design Principles as per Title 20.10.360G

1. Neighborhoods limited in size and oriented toward pedestrian activity.

The site is designed with sidewalks along the frontage of the adjacent streets to make it pedestrian friendly.

2. A variety of housing types, jobs, shopping, services, and public facilities.

The development consists of Multifamily Dwellings and office spaces.

3. Residences, shops, workplaces, and other buildings interwoven within the neighborhood, all within close proximity.

The building will only house apartment units ranging from 1 Bedroom one bath to 3 bedroom 2 bath and other offices.

4. A network of interconnecting streets and blocks that maintain respect for the natural landscape.

The streets are existent.

5. Natural features and undisturbed areas that are incorporated into the open space of the neighborhood.

This item does not apply

6. A coordinated transportation system with a hierarchy of appropriately designed facilities for pedestrians, bicycles, public transit and automotive vehicles.

The site will have walking sidewalks, and bus stops to encourage public to use alternative transportation methods.

7. Well-configured squares, plazas, greens, landscaped streets, preserves, greenbelts, or parks dedicated to the collective social activity, recreation, and visual enjoyment of the neighborhood.

The site will enhance the visual enjoyment of the neighborhood. Street trees and other landscaping will be part of this development. A landscaped courtyard , playground and community gardens are also part of this development and will all be located within the courtyard.

8. Buildings, spaces, and other features that act as landmarks, symbols, and focal points for community identity.

The combination of all the proposed mix uses will be the focal point for community identity.

9. Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character and landscaping to establish a livable and harmonious environment.

Low maintained landscaping elements including planting material, ground covering, irrigation and shading devises native to this region will complement the architectural style that take elements from the neighboring buildings to a contemporary look.

10. Classification of uses deploying a range from rural-to-urban to arrange in useful order the typical context groupings of natural and urban areas to ensure compatibility of land uses.

This item does not apply.

The proposed development complies with most of the items listed above. The developer and the design team will make an extra effort to comply with items 7 through 10.

Architectural Objectives.

As previously stated, the architectural design of the proposed development will achieve the following objectives as part of the mixed-use development plan:

1. Architectural compatibility;
2. Human scale design;
3. Integration of uses;
4. Encouragement of pedestrian activity;
5. Buildings that relate to and are oriented toward the street and surrounding buildings;
6. Residential scale buildings in any mixed residential area;
7. Buildings that contain special architectural features to signify entrances to the mixed-use development; and
8. Buildings that focus activity on a neighborhood open space, square or plaza.

Roadway Design.

Driveways will be used for traffic circulation within the proposed development. The design of these driveways will comply with City of El Paso rules and regulations.

Parking.

The required spaces of parking will be calculated and provided according to the parking requirements in [Chapter 20.14](#). However, the project will require parking reduction of 124 parking spaces out of 220 required parking spaces. There are approximately 80 spaces plus available along the adjacent streets within 300 feet from the site.

Setbacks.

According to the to the General Design Principles as per Title 20.10.360G ,” Properties within a mixed-use development shall be allowed zero setbacks for all uses, unless otherwise required by the city council as part of the review of the master zoning plan”. Therefore, this development will have a minimum of 0 foot setbacks.

Lot Coverage and Heights

We propose to have a 100% coverage for the entire lot. The height of the building should not exceed 60 feet.

|Landscaping.

According to the General Design Principles as per Title 20.10.360G, “Uses within a mixed-use development shall not be required to conform to the landscaping requirements of [Title 18](#) (Building and Construction) of the El Paso City Code”.

The proposed landscaping, amenities and other green areas proposed within this development will be shown and considered as part of the master zoning plan and mixed-use development plan approval process.

|phasing

- **Phase I:**

- (1) 4 story apartment building complex to house 80 units total.
 - (60) 1-bedroom units.
 - (20) 2-bedroom units.
- This complex will include few amenities like community spaces, laundry room, playground, community garden, among others.
- Rehabilitated parking garage to comply with current building codes and standards.
- Landscaped areas.

Phase I should start in July of 2021. The construction schedule is 12 months.

- **Phase II:**

- (1) 4 story apartment building complex to house 56 units total.
 - (44) 1-bedroom units.
 - (12) 2-bedroom units.
- Landscaped areas.

Phase II might start in 2025 and the duration is 12 months also.



ITEM

405 Montana Avenue Rezoning

PZRZ21-00001

Strategic Goal 3.

Promote the Visual Image of
El Paso



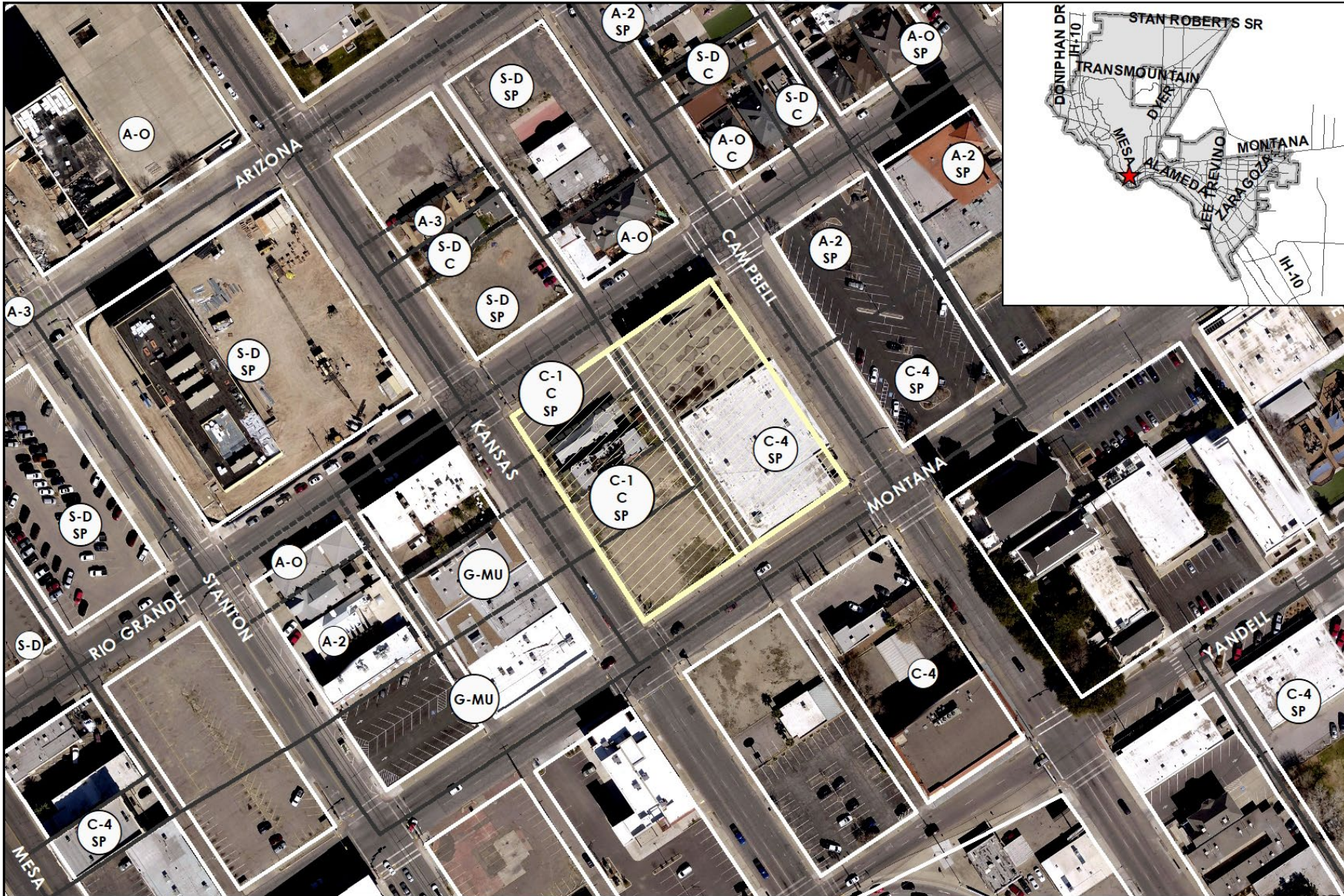


Recommendation

- Staff recommends approval with condition.
- City Plan Commission recommends approval (9-0) with the following condition:

That the Montana Alley Vacation (SURW21-00002) be recorded prior to City Council approval

PZRZ21-00001



Aerial

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

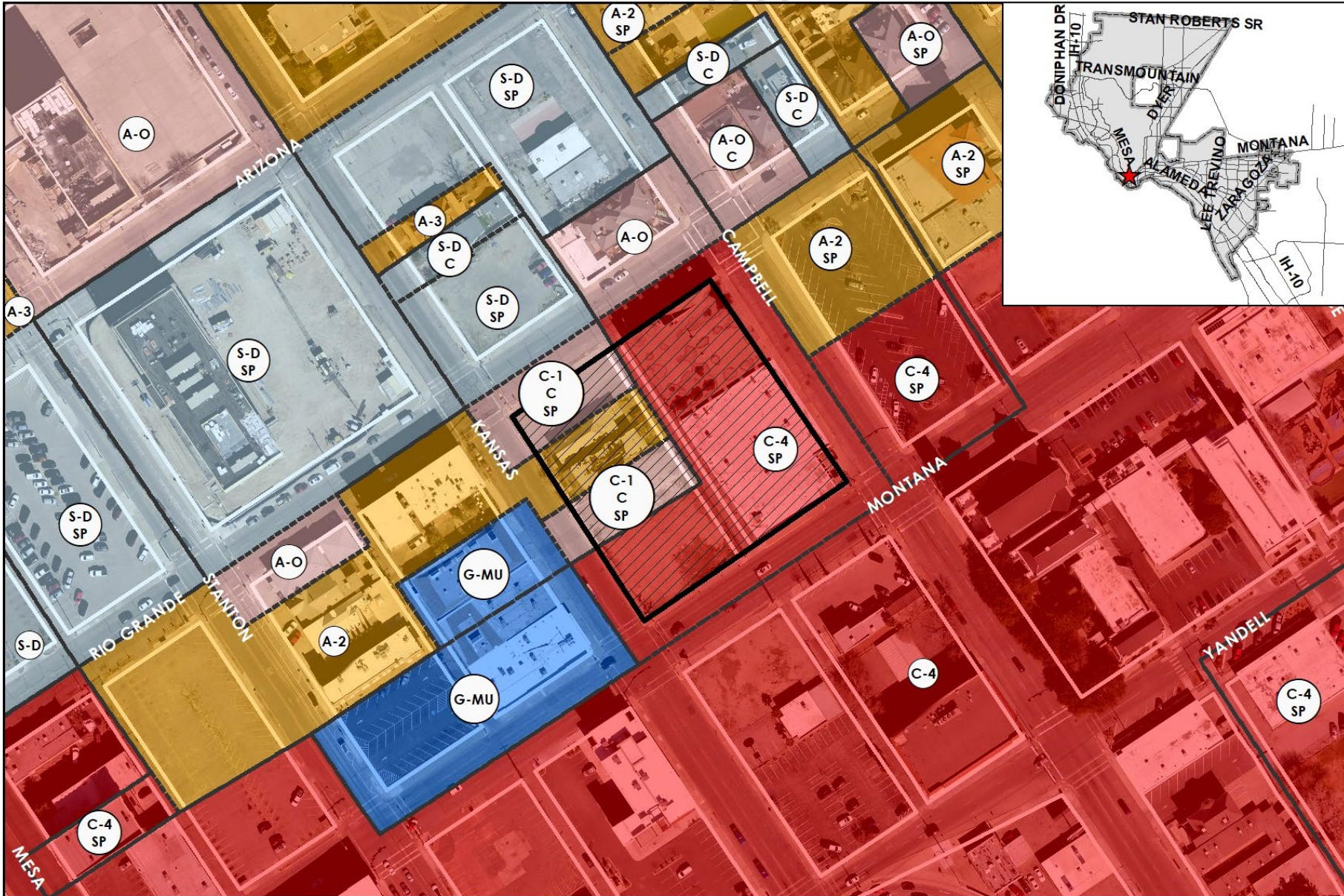


 Subject Property

0 40 80 160 240 320 Feet



PZRZ21-00001



Existing Zoning

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

0 40 80 160 240 320 Feet



PZRZ21-00001



Future Land Use



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

0 40 80 160 240 320 Feet

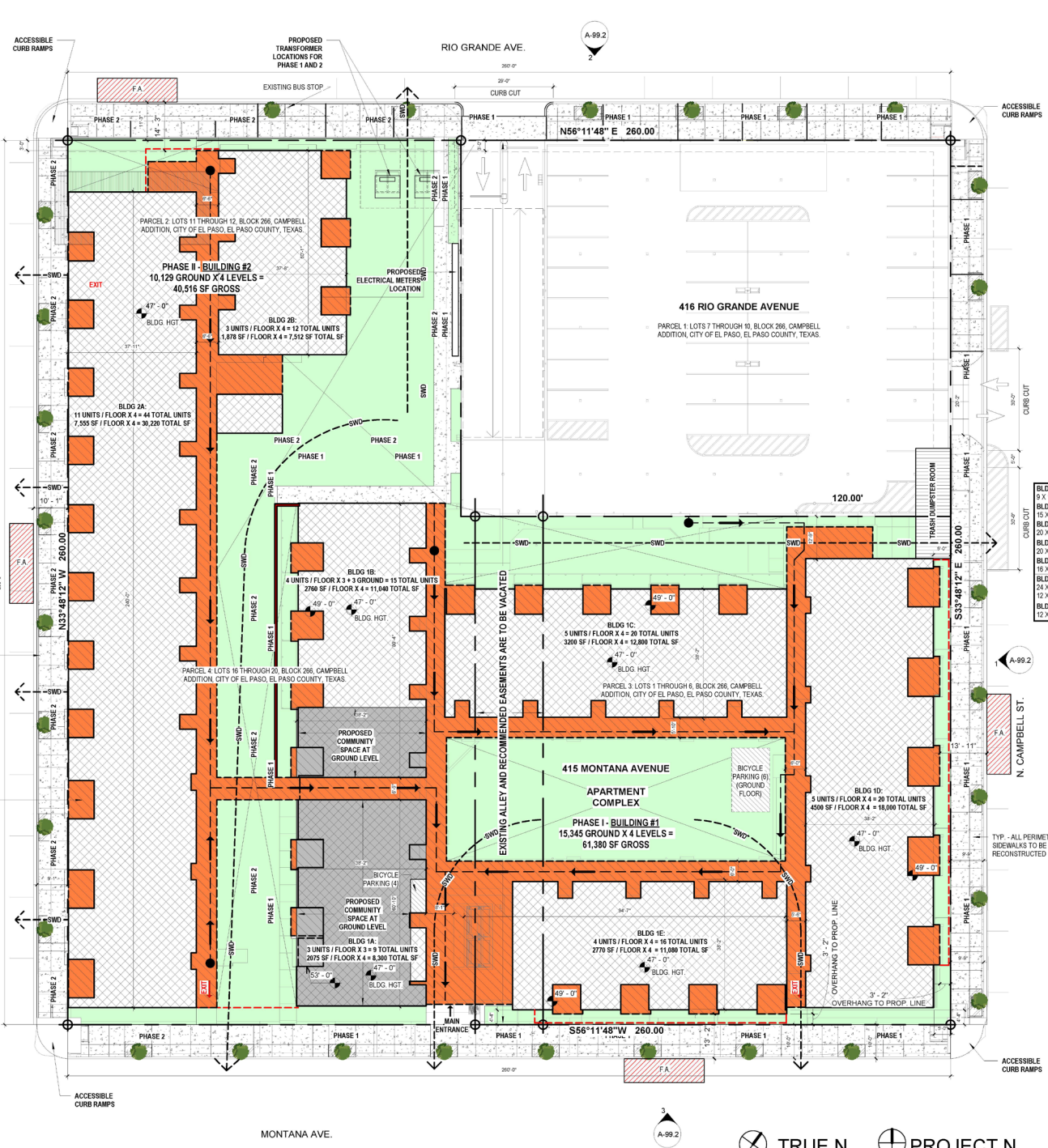
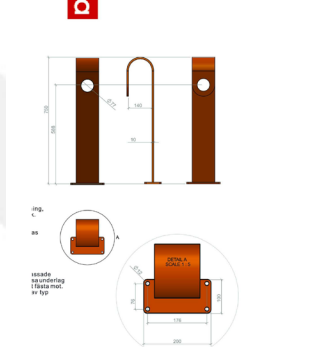


PROJECT LEGEND - FOR REPRESENTATION PURPOSES ONLY

SYMBOL	S.F. / ACRE
	OPEN SPACES
	OPEN WALKWAYS / OVERHANGS / PATIOS
	BUILDING FOOTPRINT
	NONRESIDENTIAL
	BICYCLE PARKING
	FIRE APPARATUS
	RETAINING WALLS
	FENCE / SCREEN
	STORM WATER DRAINAGE
	ACCESSIBLE ROUTES

- 415 Montana - HACEP - Nuestra Señora**
1 - Architectural style
 Transitional style as a midpoint between traditional and modern, building to be in harmony with the surrounding architectural styles, stucco and metal clad exteriors that will take some elements of neighborhood St. George Church and some of the stucco clad bungalow houses/apartments, creating a contemporary cohesive look.
 Existing abandoned parking garage will be rehabilitated to be improved up to current building codes and standards.
 The exterior will be screen and modernized to harmonized and complement the residential building complex.
- 2 - Competitiveness of buildings and other improvements as determined by their arrangement, bulk, form, character and landscaping to establish a livable and harmonious environment**
 Low maintained landscaping elements including planting material, ground covering, irrigation and shading devices native to this region will complement the architectural style that take elements from the neighboring buildings to a contemporary look.
- 3 - Phasing**
Phase I:
 (1) 4 story apartment building complex to house 80 units
 o total:
 - (60) 1-bedroom units,
 - (20) 2-bedroom units.
 o This complex will include low amenities like community spaces, laundry room, playground, community garden, among others
 o Rehabilitated parking garage to comply with current building codes and standards.
 o Landscaped areas.
Phase II:
 (1) 4 story apartment building complex to house 56 units
 o total:
 - (44) 1-bedroom units,
 - (12) 2-bedroom units.
 o Landscaped areas.

Hook slid 1/1
 www.hook.se



APPLICABLE CODES	
INTERNATIONAL BUILDING CODE 2015	
NPPA	
ADDDG	
TAS	
FHA	
ZONING	
PROPOSED ZONING - GNM	
1700 STANDARDS (MONTANA AVE. FRONTAGE)	
FY - 0'-0"	
RT - 0'-0"	
SYE - 0'-0"	
SVW - 0'-0"	
OCCUPANCY	
GROUP R2	
CONSTRUCTION	
TYPE VA	
ALLOWABLE NUMBER OF STORIES ABOVE GRADE (TABLE 504.4)	
TYPE VA S = 4 STORIES	
ALLOWABLE BUILDING HEIGHT (TABLE 504.3)	
TYPE VA S = 70	
LAND AREA	
TOTAL LAND AREA = 67,601 SF = 1.55 ACRES	
BUILDING AREA	
PHASE I	
15,346 GROUND X 4 LEVELS = 61,380 SF GROSS	
PHASE II	
10,129 GROUND X 4 LEVELS = 40,516 SF GROSS	
TOTAL PHASE I AND II	
15,346 + 10,129 = 25,474 GROUND X 4 LEVELS = 141,896 SF GROSS	
ALLOWABLE AREA IN SF (TABLE 506.2)	
R 3 SM TYPE VA = 36,000 SF PER FLOOR	
LEGAL DESCRIPTION	
• PARCEL 1, LOTS 7 THROUGH 10, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.	
• PARCEL 2, LOTS 11 THROUGH 12, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.	
• PARCEL 3, LOTS 1 THROUGH 6, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.	
• PARCEL 4, LOTS 16 THROUGH 20, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.	
• LOT 13, 14, AND 15 CAMPBELL ADDITION CITY OF EL PASO, EL PASO COUNTY, TEXAS.	
• TO BE VACATED	
• LOT COVERAGE 100% (ENTIRETY OF BLOCK 266)	
RESIDENTIAL COUNT	
	1 BDRM
PHASE I - BUILDING #1	2 BDRM
GROUND LEVEL	12
SECOND LEVEL	16
THIRD LEVEL	16
FOURTH LEVEL	16
TOTAL	60
PHASE II - BUILDING #2	
GROUND LEVEL	11
SECOND LEVEL	11
THIRD LEVEL	11
FOURTH LEVEL	11
TOTAL	44
PHASE I & II = 104 TOTAL UNITS	32
PROPOSED DENSITY:	
104 / 1.55 ACRE = 67 UNITS / ACRE	
32 / 1.55 ACRE = 20.64 UNITS / ACRE	
PROPOSED NONRESIDENTIAL LAND USE	
BLDG 1A (205 SF)	BLDG 1B (503 SF)
• KITCHEN / LIVING / DINING	• GROUND STORAGE
• ASSISTANT OFFICE	• OFFICE (2)
• MANAGER'S OFFICE	• LAUNDRY ROOM
• BUSINESS CENTER	• LAUNDRY STORAGE
• STO. / JAN.	• UNDER RESTROOMS (2)
TOTAL NONRESIDENTIAL: 2,667 SF	
MAXIMUM PROPOSED INTENSITY FOR NONRESIDENTIAL LAND USE:	
141,896 GROSS SF / 2,667 NONRESIDENTIAL SF X 100 =	
5.3% OF THE TOTAL SF IS NONRESIDENTIAL LAND USE (FLOOR AREA RATIO)	
PARKING CALCULATIONS	
1.5 P.S. - 1 BEDROOM	GARAGE GROUND LEVEL
2 P.S. - 2 BEDROOMS	ACCESSIBLE PARKING SPACES = 4
PHASE I	PARKING SPACES = 24
130 P.S. REQUIRED	TOTAL = 28
0 PROVIDED	GARAGE SECOND LEVEL
PHASE II	PARKING SPACES = 27
90 P.S. REQUIRED	GARAGE THIRD LEVEL
0 PROVIDED	PARKING SPACES = 34
PHASE I AND II	GARAGE TOTAL = 89 P.S.
220 P.S. REQUIRED	
0 PROVIDED	
• 220 P.S. SHORT	
BIKE RACK CALCULATIONS	
REQUIRED 11 BIKE PARKING SPACE	
PROVIDED 11 BIKE PARKING SPACES	
LANDSCAPE CALCULATIONS	
LOT AREA = 67,601 SF (1.55 ACRES)	
FOOTPRINT OF PROPOSED BUILDINGS = 35,718 SF	
FOOTPRINT OF EXISTING GARAGE STRUCTURE = 13,136 SF	
TOTAL FOOTPRINT OF BUILDINGS = 48,854 SF	
REQUIRED LANDSCAPE AREA = 7,328 SF (48,854 X .15 = 7,328)	
LANDSCAPE AREA PROVIDED = 15,190 SF	
REQUIRED UNITS OF PLANT MATERIAL = 8 (5,358 SF OF REQUIRED LANDSCAPE AREA)	
REQ.	PROV.
STREET TREES 0	34 BUILDING EXPANSION PROJECTS DO NOT REQUIRE NEW STREET TREES
BUFFER TREES 0	0 BUILDING EXPANSION PROJECTS DO NOT REQUIRE NEW BUFFER TREES
CANOPY TREES 10	10 50' PARKING SPACES / 10 = 5.6
PROJECT TREES 6	6 6' REQUIRED UNITS OF PLANT MATERIAL
TOTAL TREES 16	50
PROJECT SHRUBS 270	6 X 45 = 270
NOTE: SINCE ONE EXISTING STRUCTURE WILL REMAIN WITHIN	

Master Zoning Plan



Architectural floor plan of the second floor of a building. The plan is divided into a grid with columns 0-7 and rows A-F. The central corridor runs horizontally, with rooms on either side. A large room at the top has a 'BICYCLE PARKING' area. A 'TRASH JUMPER ROOM' is located at the bottom right. Exit paths are marked with arrows and 'EXIT ONLY' signs. The plan includes dimensions, door types (PS, EA), and exit paths.

Key features and dimensions:

- Central Corridor:** 18'-0" wide, 20'-10" long.
- Top Room (A-F):** 18'-0" wide, 20'-10" long. Includes 'BICYCLE PARKING' area.
- Bottom Room (A-F):** 18'-0" wide, 20'-10" long. Includes 'TRASH JUMPER ROOM'.
- Exit Paths:** Marked with arrows and 'EXIT ONLY' signs.
- Dimensions:** 18'-0", 20'-10", 9'-0", 10'-0", 15'-0", 16'-0", 17'-0", 18'-0", 19'-0", 20'-10", 21'-0", 22'-0", 23'-0", 24'-0", 25'-0", 26'-0", 27'-0", 28'-0", 29'-0", 30'-0", 31'-0", 32'-0", 33'-0", 34'-0", 35'-0", 36'-0", 37'-0", 38'-0", 39'-0", 40'-0", 41'-0", 42'-0", 43'-0", 44'-0", 45'-0", 46'-0", 47'-0", 48'-0", 49'-0", 50'-0", 51'-0", 52'-0", 53'-0", 54'-0", 55'-0", 56'-0", 57'-0", 58'-0", 59'-0", 60'-0", 61'-0", 62'-0", 63'-0", 64'-0", 65'-0", 66'-0", 67'-0", 68'-0", 69'-0", 70'-0", 71'-0", 72'-0", 73'-0", 74'-0", 75'-0", 76'-0", 77'-0", 78'-0", 79'-0", 80'-0", 81'-0", 82'-0", 83'-0", 84'-0", 85'-0", 86'-0", 87'-0", 88'-0", 89'-0", 90'-0", 91'-0", 92'-0", 93'-0", 94'-0", 95'-0", 96'-0", 97'-0", 98'-0", 99'-0", 100'-0".
- Door Types:** PS (Push), EA (Exit).

3RD GARAGE LEVEL
1/16" = 1'-0"

[illegible]

Elevations



② SOUTH ELEVATION - MONTANA AVE.
1/16" = 1'-0"



④ EAST ELEVATION - CAMPBELL ST.
1/16" = 1'-0"

Subject Property



Surrounding Development



N



E

S



W

Public Input

- Notices were mailed to property owners within 300 feet on March 24, 2021.
- The Planning Division has received no communication in favor nor opposition to the rezoning request.





Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-565, 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

Streets and Maintenance, Richard Bristol, (915) 212-0151

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III - Parking prohibited at all times on certain streets), of the City Code, to add portions of Cross Street; the penalty being provided in Section 12.84 of the El Paso City Code.

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

DEPARTMENT: Streets and Maintenance

AGENDA DATE: May 25, 2021

PUBLIC HEARING DATE: June 8, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Hannah Adele Williams, (915) 212-7003,
WilliamsHA@elpasotexas.gov

DISTRICT(S) AFFECTED: District 4

STRATEGIC GOAL: 4 – Enhance El Paso's Quality of Life Through Recreational, Cultural and Educational Environments, 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner, 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

An ordinance amending Title 12 (Vehicles and traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking prohibited at all times on certain streets), of the City Code, to add portions of Cross Street; the penalty being provided in Section 12.84 of the El Paso City Code.

BACKGROUND / DISCUSSION:

CID requested Streets and Maintenance to restrict parking on Cross Street to supplement the improvements to the North East Linear Park.

Parking restriction will aid in the traffic flow on Cross Street with the new street cross-section.

- Two 11' travel lanes
- Intermittent parking on the east side
- 9' Hike and Bike path
- 12' Sidewalk to remain

Parking restriction limits on Cross Street:

- Between Deer Street and Sun Valley Drive, west side only, and
- Between Deer Street and Sun Valley Drive, where the curb is intermittently extruded on the east side.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

Richard Bristol

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.030 (SCHEDULE III – PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS) OF THE CITY CODE, TO ADD PORTIONS OF CROSS STREET; THE PENALTY BEING PROVIDED IN CHAPTER 12.84 OF THE EL PASO CITY CODE.

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

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedules III – Parking prohibited at all times on certain streets), is hereby amended to add Subsection 386 as follows:

386. On the following described portions of Cross Street:

- a. Cross Street between Deer Street and Sun Valley Drive, west side only, and
- b. Cross Street between Deer Street and Sun Valley Drive, where the curb is intermittently extruded on the east side.

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 2021.

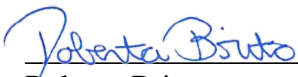
CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

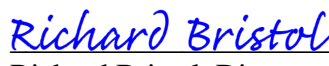
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets & Maintenance Department

Ordinance Amending Title 12.88.030

*Add parking restriction on Cross Street
from Deer Street to Sun Valley Drive*

District 4

Introduction: May 25, 2021
Public Hearing: June 8, 2021

Strategic Plan Goal

4 – Enhance El Paso’s Quality of Life Through Recreational, Cultural and Educational Environments

4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner

7 – Enhance and Sustain El Paso’s Infrastructure Network

7.3 – Enhance regional comprehensive transportation system

City Council History

No previous action

Ordinance Amending Title 12.88.030

Purpose of Amendment

CID requested Streets and Maintenance to restrict parking on Cross Street to supplement the improvements to the North East Linear Park.

Parking restriction will aid in the traffic flow on Cross Street with the new street cross-section.

- Two 11' travel lanes
- Intermittent parking on the east side
- 9' Hike and Bike path
- 12' Sidewalk to remain

Parking restriction limits on Cross Street:

- Between Deer Street and Sun Valley Drive, west side only, and
- Between Deer Street and Sun Valley Drive, where the curb is intermittently extruded on the east side.

Existing Conditions – Cross Street

Cross St at Sun Valley Dr. – looking south



Cross St at Deer Ave. – looking north



Proposed Parking Restrictions:

East side: 584'

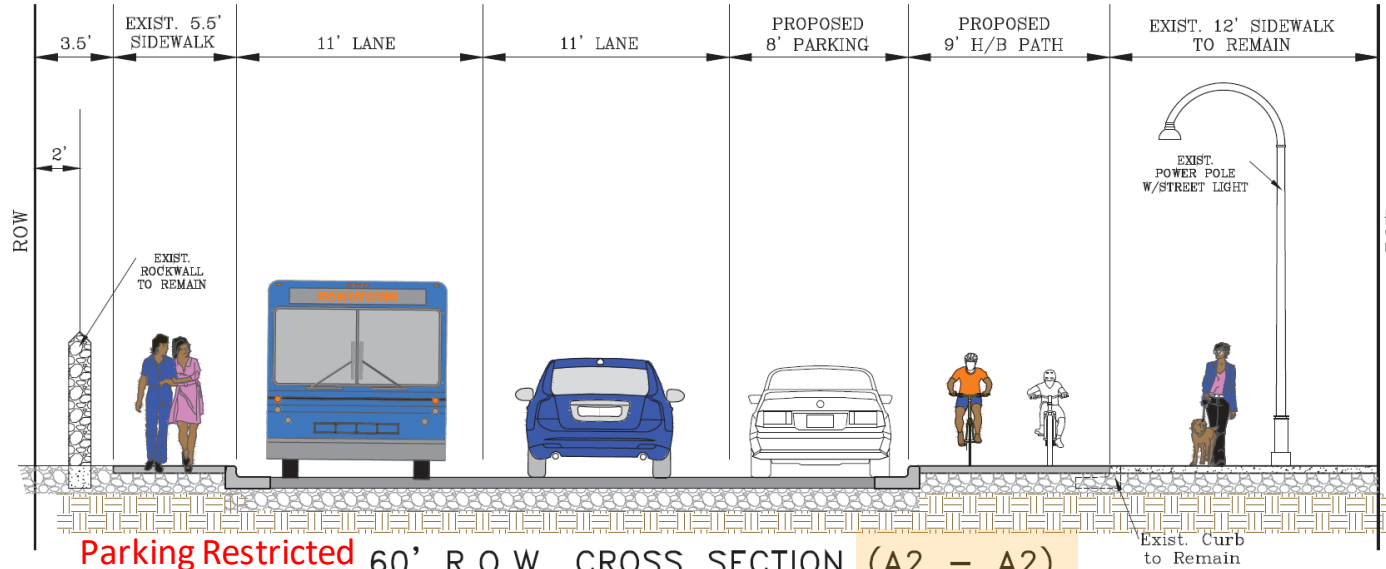


- East side: 833'

Ordinance Amending Title 12.88.030

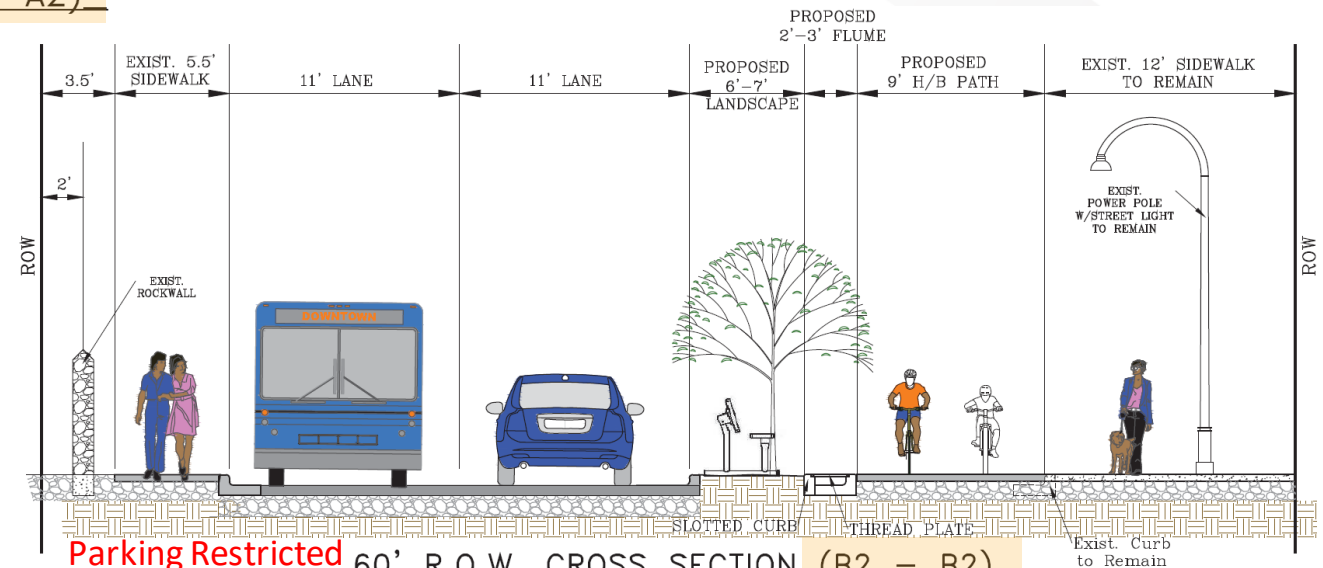
Parking Permitted
(east side)

Project Proposed Conditions – Cross Sections



Parking Restricted (west side) **60' R.O.W. CROSS SECTION (A2 - A2)**
NTS

Parking Restricted
(east side)



Parking Restricted (west side) **60' R.O.W. CROSS SECTION (B2 - B2)**
NTS

Note: Plan sheet provided in
backup

Requested Council Action

Via Ordinance, amend Title 12 (Vehicles and traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking prohibited at all times on certain streets), of the City Code, to add portions of Cross Street; the penalty being provided in Section 12.84 of the El Paso City Code.

Add:

386. On the following described portions of Cross Street:

- a. Cross Street between Deer Street and Sun Valley Drive, west side only
- b. Cross Street between Deer Street and Sun Valley Drive, where the curb is extruded intermittently on the east side

Staff recommends approval.

Ordinance Amending Title 12.88.030

MISSION



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

VISION



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



VALUES

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

Thank You!





Legislation Text

File #: 21-566, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 5

Streets and Maintenance, Richard Bristol, (915) 212-0151

AGENDA LANGUAGE:

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

An Ordinance amending Title 12, Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV - Speed limits), to amend Paragraph F (thirty-five miles per hour), by amending Subparagraph 32, to clarify the language in the City Municipal Code regarding the boundary limits of the existing 35 MPH speed limit on Montwood Dr.; the penalty being provided in Chapter 12.84 of the El Paso City Code.

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

DEPARTMENT: Streets and Maintenance

AGENDA DATE: May 25, 2021

PUBLIC HEARING DATE: June 8, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Hannah Adele Williams, (915) 212-7003,
WilliamsHA@elpasotexas.gov

DISTRICT(S) AFFECTED: District 5

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

An ordinance amending Title 12, Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV – Speed limits), to amend Paragraph F (thirty-five miles per hour), by amending Subparagraph 32, to clarify the language in the City Municipal Code regarding the boundary limits of the existing 35 MPH speed limit on Montwood Dr.; the penalty being provided in Chapter 12.84 of the El Paso City Code.

BACKGROUND / DISCUSSION:

Administrative action required to clarify the language in the City Municipal Code regarding the boundary limits of the existing 35 MPH speed limit on Montwood Drive.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

Richard Bristol

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULE XIV-SPEED LIMITS), TO AMEND PARAGRAPH F (THIRTY-FIVE MILES PER HOUR), BY AMENDING SUBPARAGRAPH 32; THE PENALTY BEING PROVIDED IN CHAPTER 12.84 OF THE EL PASO CITY CODE.

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

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV-Speed limits), Paragraph F (Thirty-five miles per hour), Subparagraph 32, be amended to read as follows:

32. Montwood Drive from Viscount Boulevard to the easternmost city limits,

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 2021.

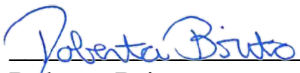
CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets & Maintenance Department

Ordinance Amending Title 12.88.150

*Administrative action item to clarify the
speed limit on Montwood Drive*

District 5

Introduction: May 25, 2021
Public Hearing: June 8, 2021



Strategic Plan

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

7.3 – Enhance regional comprehensive transportation system

City Council History

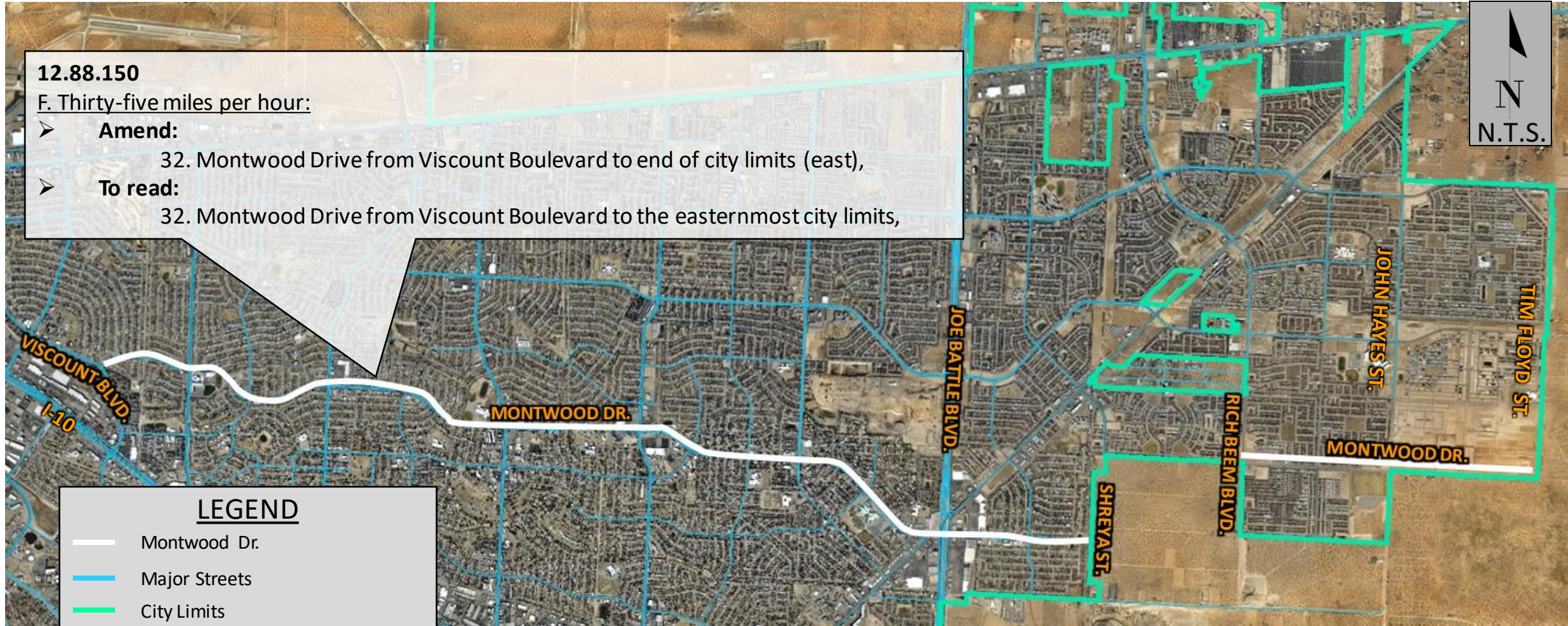
No previous history

Purpose of Amendment

Administrative action required to clarify the language in the City Municipal Code regarding the boundary limits of the existing 35 MPH speed limit on Montwood Drive.



Existing & Proposed Conditions



Requested Council Action

Via Ordinance, amend Title 12, Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV – Speed limits), to amend Paragraph F (thirty-five miles per hour), by amending Subparagraph 32; the penalty being provided in Chapter 12.84 of the El Paso City Code.

Paragraph F. thirty-five miles per hour:

➤ **Amend:**

32. Montwood Drive from Viscount Boulevard to end of city limits (east),

➤ **To read:**

32. Montwood Drive from Viscount Boulevard to the easternmost city limits,

Thank You!





Mission

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



Values

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



Vision

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



Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Valores

Integridad, **R**espeto, **E**xcelencia,
Responsabilidad, **P**ersonas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño





Legislation Text

File #: 21-587, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action that the Mayor be authorized to execute an inter-local agreement between the City of El Paso and El Paso County to provide \$850,000 to support continued operation of the Inspira Hotel Temporary Emergency Shelter in order to address the needs of persons experiencing homelessness in El Paso during COVID-19.

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

AGENDA DATE: May 25, 2021
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL: 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

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

That the Mayor be authorized to execute an inter-local agreement between the City of El Paso and El Paso County to provide \$850,000 to support continued operation of the Inspira Hotel Temporary Emergency Shelter in order to address the needs of persons experiencing homelessness in El Paso during COVID-19.

BACKGROUND / DISCUSSION:

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

The City of El Paso and El Paso County are partnering to maintain current operation of the Inspira Hotel Temporary Emergency Shelter for additional months. This project is serving as overflow capacity for existing emergency shelters that have reduced capacity due to COVID-19 precautions.

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

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

\$850,000 in CARES Act funds from El Paso County

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Department of Community + Human Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso, Texas and the County of El Paso, Texas for the distribution of Federal Coronavirus Relief Funds from the County of El Paso in the amount of **EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00)** to the City of El Paso to provide assistance for the homeless populations of the City and County of El Paso, Texas.

PASSED and APPROVED on this _____ day of MAY 2021.

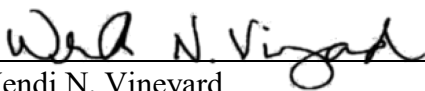
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole Ferrini, Director
Community & Human Development

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____ 2021,
by Oscar Leeses, 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

STATE OF TEXAS §
 §
 §
COUNTY OF EL PASO §
 §

**INTERLOCAL GRANT AGREEMENT BETWEEN
THE COUNTY OF EL PASO AND THE CITY OF EL
PASO FOR THE DISTRIBUTION OF FEDERAL
CORONAVIRUS RELIEF FUNDS**

THIS INTERLOCAL SUBRECIPIENT GRANT AGREEMENT (the "Grant Agreement") is made by and between the County of El Paso, a political subdivision of the State of Texas ("COUNTY"), duly acting herein by and through the El Paso County Commissioners Court ("Commissioners Court") and City of El Paso, TEXAS (hereafter referred to as the "CITY"), a Texas Municipal Corporation, duly acting herein by and through its CITY Council. COUNTY and CITY may be referred to singularly as a "Party" or collectively as "Parties." The Parties agree to all the recitals, terms, conditions and representations contained in this Grant Agreement. This Grant Agreement is made pursuant to Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) ("CARES Act") enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); and

WHEREAS, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties with a population greater than 500,000 and COUNTY is in receipt of funds directly from the United States Department of the Treasury as a result of the CARES Act; and

WHEREAS, the CITY has adopted an ordinance extending the Mayor's declaration of local disaster due to public health emergency and in response to the pandemic COVID-19 and it is the CITY's intent to continue this declaration during such time as the COUNTY's disaster declaration remains in effect; and

WHEREAS, through this Grant Agreement, COUNTY has provided a mechanism for certain cities located within the borders of El Paso County, Texas to seek resources for certain COVID-19 expenses and expenditures;

WHEREAS, the COVID-19 Pandemic has exacerbated existing vulnerabilities across the El Paso community resulting in the need for ongoing support particularly in the area of addressing homelessness;

WHEREAS, the use of CARES Act funds used in this Agreement are 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) the use of CARES Act funds used in this Agreement were not accounted for in the budget approved for FY 2019-2020 by the County of El Paso; 3) CARES Act expenditures under this Agreement will be incurred during the period that begins January 1, 2021 – December 1, 2021; and

WHEREAS, on April 22, 2020 the U.S. Department of the Treasury issued guidance provided that CARES Act funds may be used for expenditures for the care of the homeless populations provided to

mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions; and

WHEREAS, these recitals are incorporated into the Agreement and are expressly made a part of the terms of this Agreement; and

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

PURPOSE

- 1.01 The purpose of this Grant Agreement is to provide services in order to mitigate the public health crisis caused by the COVID-19 pandemic and for services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described in the Scope of Work outlined in Section 4.04 below ("Purpose").

ARTICLE 2

TERM AND TERMINATION

- 2.01 Term. The term of this Grant Agreement shall begin as of the date of the last signature set forth below and terminate on December 31, 2021 (the "Term").
- 2.02 Termination.
- i) COUNTY may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against COUNTY, upon 10 days written notice to CITY.
 - ii) COUNTY and CITY may mutually agree to terminate this Agreement. COUNTY in its sole discretion will determine if, as part of the general termination, CITY is required to return any or all of the disbursed grant funds.
 - iii) Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 - 200.342. Following termination by COUNTY, CITY shall continue to be obligated to COUNTY for the return of grant funds in accordance with applicable provisions of this Agreement.

ARTICLE 3

LEGAL AUTHORITY

- 3.01 CITY certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Grant Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of CITY's governing body, authority the approval of this Grant Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

ARTICLE 4
CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES

- 4.01 The Coronavirus Relief Fund was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on May 1st, 2021 and ends on December 1st, 2021.
- 4.02 The United States Department of the Treasury has provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the notices in the Federal Register Vol. 86, No. 10.
- 4.03 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Grant funding shall not be used to:
- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replaced is not a permissible use of these grant funds;
 - b) Damages covered by insurance;
 - c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
 - e) Reimbursement to donors for donated items or services;
 - f) Workforce bonuses other than hazard pay or overtime;
 - g) Severance pay; or
 - h) Legal settlements.
- 4.04 Scope of Work
- a) Provide up to 120 hotel rooms through July 30th or whenever the funds expire (whichever is latest) for the homeless to ensure proper shelter and programming for pandemic support, to include justice involved individuals.
 - b) Coordinate service agreements with subcontractor(s) for on-site monitoring and support more specifically described herein in **Exhibit A**.
 - c) Provide a minimum of bi-weekly updates to the County including utilization statistics and other important performance updates.
 - d) Provide an updated presentation to the Commissioners Court regarding progress by June 30 and a summary presentation in August of 2021.

ARTICLE 5
FINANCIAL REQUIREMENTS, REPORTING
AND PAYMENT

- 5.01 CITY is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in recapture of funds allocated to CITY and/or denial of reimbursement requests.
- 5.02 CITY will be compensated for allowable expenses in one Disbursement in the amount of EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00) payable within fifteen (15) calendar days from execution of this Agreement ("Disbursement"). Payment will be made on the expectation of actual Allowable Expenses as specified in the Program Scope. CITY'S expenditures must be proportional to services provided and be supported by the appropriate documentation such as but no limited to subcontractor invoices and proof of payment via canceled check or ACH.
- 5.03 Recapture of Funds. The discretionary right of COUNTY to terminate for convenience under Article 2 notwithstanding, COUNTY shall have the right to terminate the Agreement and to recapture, and be reimbursed for any payments made by COUNTY: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement, or (iii) If COUNTY determines that sufficient progress is not made towards expenditures of advanced funds and/or CITY fails to meet financial reporting obligations.
- 5.04 Liquidation Period. Grant funds will liquidate by December 31, 2021. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to the COUNTY.
- 5.05 Project Close Out. County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the CITY. The CITY must submit all financial, performance, and other reports as required by the terms and conditions of the grant award by December 31st, 2021. The CITY must promptly refund any balances of unobligated grant funds that COUNTY paid in advance or paid and that are not authorized to be retained by the CITY.
- 5.06 CITY certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in **Exhibit C**, which is attached hereto and incorporated for all purposes.
- 5.07 CITY is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with applicable federal and state laws and regulations.
- 5.08 The CITY will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.
- 5.09 All underlying eligible expenditures must be incurred by December 1, 2021. All necessary

expenditure reporting submissions must be received by COUNTY monthly on the 10th business day of the month following the month that expenditures were made (example June expenditure reporting is due in August) using the form in the attached **Exhibit B**. For purposes of this Grant Agreement, a cost is "incurred" when CITY has expended funds to cover the cost.

- 5.10 Expense Disbursement report must contain documentation deemed necessary for adequate fiscal control. Disbursement report should include, but are not limited to original invoices, receipts, receiving documentation, contracts, canceled checks or other proof of payment acceptable to the County, timesheets, etc.

ARTICLE 6

FEDERAL FUNDING AND RETURN OF FUNDING

- 6.01 CITY acknowledges that federal funds will be used to fund this Grant Agreement. CITY will comply with all applicable federal law, regulations, executive orders, policies, procedure, guidance and directives which may be, or after execution become applicable to this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. This shall include compliance with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations part 200 as may be amended, including all appendixes ("**OMB Requirements**"). The CITY must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, the CITY understands that the COUNTY must also comply with the OMB requirements and the COUNTY depends on the CITY's cooperation in order to comply with such OMB requirements. As such, the CITY will perform any obligations reasonably requested by the COUNTY that are necessary to ensure that the COUNTY complies with the OMB requirements

6.02 Should CITY fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be for actual or allowable costs. CITY warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the TERM of this Grant Agreement or after. CITY shall refund any such payment to COUNTY within ninety (90) calendar days of the receipt of the notice from COUNTY.

- 6.03 Following is additional information concerning the funding for this Grant Agreement:

- a) Federal Award Date: March 27, 2020;
- b) Name of Federal Awarding Agency: United States Department of the Treasury; and
- c) CFDA Number 21.019.

ARTICLE 7
DISCRETIONARY GRANT OF FUNDS

- 7.01 CITY acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and what expenses it shall consider as eligible based on guidance issued by the United States Department of the Treasury.

ARTICLE 8
PUBLIC INFORMATION

- 8.01 Notwithstanding any provisions of this Grant Agreement to the contrary, CITY acknowledges that COUNTY and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). CITY acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.
- 8.02 CITY acknowledges that information created or exchanged in connection with this Grant Agreement, is subject to the PIA, whether created or produced by CITY or any third party, and CITY agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to COUNTY. CITY will cooperate with COUNTY in the production of documents or information responsive to a request for information

ARTICLE 9
COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS

- 9.01 All records and expenditures are subject to, and CITY agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the County Auditor or his designee. CITY shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to the Grant Agreement.
- 9.02 If CITY expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single/Audit Requirements in 2 CFR, Part 200, Subpart F - Audit Requirements, at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title 02/0cfr200 main 02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title%2002/0cfr200_main_02.tpl), and subject to the requirements in the Texas Single Audit Circular, at [https://comptroller.texas.gov/purchasing/docs/ugm .pdf](https://comptroller.texas.gov/purchasing/docs/ugm.pdf). The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.
- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review

reveals any discrepancies, in adequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, the CARES Act, United States Department of Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or CITY's obligations hereunder, CITY agrees to correct such discrepancies or inadequacies within ninety (90) days after CITY's receipt of the findings.

- 9.04 CITY shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Grant Agreement. Records maintained by CITY to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.

ARTICLE 10

PROCUREMENT PRACTICES AND POLICES

- 10.01. The CITY must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds.

ARTICLE 11

POLITICAL ACTIVITIES

- 11.01 Unless specifically authorized to do so by federal law, CITY is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get out the vote campaigns.
- 11.02 CITY officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- 11.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 11.04 Funding received under this Grant Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

- 11.05 As applicable, the CITY and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with any Federal action concerning the award or renewal. CITY shall file the required certification attached hereto and incorporated for all purposes as **Exhibit D**. Each contracting tier shall also disclose any lobbying with non- federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 12

REMEDIES

- 12.01 If COUNTY determines that CITY has failed to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Grant Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities may pursue any combination of the following remedies:
- i) wholly or partially suspend or terminate this Grant Agreement;
 - ii) in accordance with Section 6.02, require return or recapture of any funding provided;
 - iii) terminate this Agreement;
 - iv) impose a corrective action plan;
 - v) withhold further awards; or
 - vi) take other remedies or appropriate actions.

ARTICLE 13

SEVERABILITY

- 13.01 If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provisions shall be modified or deleted in such manner so as to afford the part for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 14
AMENDMENT

- 14.01 Any alternations, additions, or deletions to the terms of this Grant Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by the Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE 15
INTERPRETATION

- 15.01 To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

ARTICLE 16
SURVIVABILITY

- 16.01 Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

ARTICLE 17
SOVEREIGN IMMUNITY

- 17.01 It is expressly understood and agreed that in the execution of this Grant Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against any claims asserted against it.

ARTICLE 18
TEXAS LAW TO APPLY

18.01 This Grant Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the Parties created hereunder are performed in El Paso County, Texas.

ARTICLE 19
PRIOR AGREEMENTS SUPERSEDED

19.01 This Grant Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Grant Agreement.

ARTICLE 20
DELEGATION AND ASSIGNMENT

20.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Grant Agreement may not assign its rights, privileges and obligations under this Grant Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE 21
NOTICES

21.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage, prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY: El Paso County Judge Ricardo A. Samaniego
500 East San Antonio, Suite 301
El Paso, Texas 79901

COPY TO: El Paso County Community Services Department
Attn: Irene G. Valenzuela
6314 Delta Drive
El Paso, Texas 79905
igvalenzuela@epcounty.com

TO CITY: City of El Paso, Texas
Attn: City Manager
PO Box 1890
El Paso, TX 79950-1890

COPY TO: Community and Human Development Department
Attn: Director
PO Box 1890
El Paso, TX 79950-1890
FerriniNM@elpasotexas.gov

21.02 All notices of termination and/or recapture of funds shall be in writing within 120 days in advance.

**ARTICLE 22
CURRENT
REVENUES**

22.01 Each Party paying for the performance of governmental functions or services will makethose payments from current revenues then available to the paying Party.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS HEREOF, THE CITY OF EL PASO AND EL PASO COUNTY have made and executed this Grant Agreement in duplicate originals on the date of the last signature below.

EL PASO COUNTY

RICARDO A. SAMANIEGO
COUNTY JUDGE
DATE_____

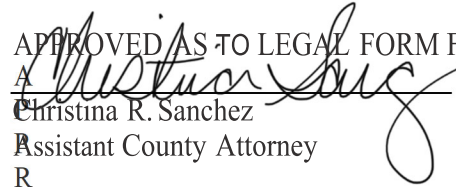
ATTEST/SEAL

Delia Briones
El Paso County Clerk
Date: _ _ _ _ _

APPROVED AS TO CONTENT FOR CITY

Irene G. Valenzuela
Contract Administrator

APPROVED AS TO LEGAL FORM FOR COUNTY



Christina R. Sanchez
Assistant County Attorney

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CITY:
CITY OF EL PASO

Oscar Leeser,
Mayor

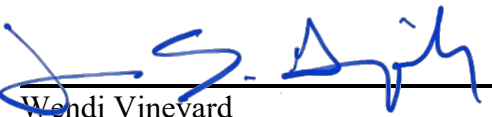
Date: ____ / ____ / ____

ATTEST:

Laura Prine,
City Clerk

Approved as to Form:

Approved as to Content:

For  _____
Wendi Vineyard
Assistant City Attorney

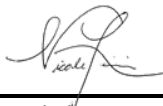
 _____
Nicole Ferrini
Director
Community & Human Development

EXHIBIT A
SUBCONTRACTOR AGREEMENT

Budget & Expense Form for CARES Act Contracts & Subrecipients

FII

Reporting Period Exporting Period Exporting Period Exporting Period Exporting Period Exp.

Budget Amount	Due 6/10/2021	Due 7/10/2021	Due 8/10/2021	Due 9/10/2021	Due 10/10/2021	Due 11/10/2021	Due 12/10/2021	Dec-21	Cumulative Total	Budget Balance
	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21			
Expenditure Categories										
a. Administrative Expenses									\$0.00	\$0.00
b. Budgeted Personnel and Services Diverted to a Substantially Different Use										
c. COVID-19 Testing and Contact Tracing									\$0.00	\$0.00
d. Economic Support (Other than Small Business, Housing, and Food Assistance)									\$0.00	\$0.00
e. Expenses Associated with the Issuance of Tax Anticipation Notes									\$0.00	\$0.00
f. Facilitating Distance Learning									\$0.00	\$0.00
g. Food Programs									\$0.00	\$0.00
h. Housing Support									\$0.00	\$0.00
i. Improve Telework Capabilities of Public Employees									\$0.00	\$0.00
j. Medical Expenses									\$0.00	\$0.00
k. Nursing Home Assistance									\$0.00	\$0.00
l. Payroll for Public Health and Safety Employees									\$0.00	\$0.00
m. Personal Protective Equipment									\$0.00	\$0.00
n. Public Health Expenses									\$0.00	\$0.00
o. Small Business Assistance									\$0.00	\$0.00
p. Unemployment Benefits									\$0.00	\$0.00
q. Workers' Compensation									\$0.00	\$0.00
r. Items Not Listed Above - to include other eligible expenses that are not captured in the available expenditure categories									\$0.00	\$0.00
\$850,000.00										
Total Budget	\$850,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850,000.00

Reporting information:

Reporting Periods may be monthly, quarterly or other, as agreed. Insert columns as necessary.
 All expenses must include supporting documentation such as invoices, cancelled checks, payroll reports, etc.
 Any questions regarding budgets, expenses or supporting documentation should be directed to:
 El Paso County Auditor Office / Grants Compliance Reporting Audit Division: SuEstrada@epcounty.com or rdominguez@epcounty.com



EXHIBIT C
CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the Mayor/CITY Manager _____
("CITY") and I certify that:

1. I have the authority on behalf of CITY to request grant payments from El Paso County for federal funds appropriate pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to CITY.
3. I acknowledge that CITY should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 60 I(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General or the El Paso County Auditor's Office, or designee.
5. I acknowledge and agree that CITY shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if CITY has not used funds it has received to cover costs that were incurred by December 1, 2020 those funds must be returned to the COUNTY and will have all expense reports submitted on or before the period identified in the Grant Agreement.
7. I acknowledge that CITY's proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
 - a. Are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for CITY; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on December 1, 2020.

In addition to each of the statements above in this Exhibit C, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

State of Texas County
of El Paso

Sworn and subscribed before me on the _____ day _____, 2020 by _____

(Personalized Seal)

Notary Public Signature

EXHIBIT D
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, CITY of _____ certifies, to the best of his or her knowledge that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents and for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, CITY of _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

By: _____
Signature: _____
Title: _____
Date: _____

THE STATE OF TEXAS)

COUNTY OF EL PASO)

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (“**Agreement**”) is made on _____, 2021 (“**Effective Date**”) and is between the City of El Paso, a municipal corporation under the laws of the State of Texas (the “**City**”) and Family Endeavors, Inc., a Texas Nonprofit Corporation (“**Subrecipient**”).

WHEREAS, the City received funds from the United States Department of Treasury (“**Granting Agency**”) for the Coronavirus Aid Relief Fund program (“**Program Funds**”); and

WHEREAS, the Subrecipient has submitted an application for funds and the City's Community Development Department (the "**Department**") has approved the application; and

WHEREAS, the funds used in this Agreement are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, the funds used in this Agreement were not accounted for in the budget most recently approved by the City of El Paso; and

WHEREAS, the expenditures under this Agreement will be incurred during the period that begins on May 15, 2021, and ends on August 20, 2021.

WHEREAS, the City finds that the expenditures under this Agreement are incurred due to the public health emergency and that the expenditures are incurred to respond to the second order effects of the emergency by providing economic support to people that are suffering from employment or business interruptions due to COVID-19 related business closures; and

WHEREAS, the City finds that the funds distributed under the Program Scope of this Agreement are necessary expenditures in the reasonable judgment of the City Council of the City of El Paso; and

WHEREAS, the provisions in this Agreement ensure that the Program Scope is provided for its intended use of providing economic support to those suffering from employment or business interruptions due to COVID-19 related business closures; and

WHEREAS, the assistance provided under the Program Scope is structured in such a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The parties agree as follows:

1. **Funding Amount.** Provided the Subrecipient complies with all obligations under this Agreement, the City will provide Program Funds to the Subrecipient in an amount up to **\$850,000.00** (“**Sub-grant Amount**”). Notwithstanding anything to the contrary, the Subrecipient may only receive Sub-grant Amount disbursements for expenses considered to be “Allowable Expenses”. For purposes of this Agreement, the term “**Allowable**

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Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

Expenses” means any expenses eligible for reimbursement under the OMB Requirements, Program Funding Requirements, and/or Granting Agency Requirements. Applicant acknowledges and agrees that Allowable Expenses may change over time in accordance to Granting Agency clarifications and regulations. The Subrecipient should verify federal regulations and consult with the City for any questions regarding what expenses constitute Allowable Expenses. The Subrecipient acknowledges and agrees that the payment by the City of any Sub-grant Amount is contingent on the City receiving funds from the Granting Agency. Subrecipient understands that nothing in this Agreement obligates the City to provide the Subrecipient any funds under this Agreement if the City does not receive funds from the Granting Agency. The City will disburse the Sub-grant Amount on a reimbursement basis with disbursements taking place one time disbursement. Prior to the City being obligated to issue any Sub-grant Amount disbursements, the Subrecipient must submit an invoice and proof of incurred expenses. The City may withhold Sub-grant Amount disbursements from the Subrecipient if the Department director reasonably believes that the Subrecipient (1) has not complied with all obligations under this Agreement, the OMB Requirements, the Program Funding Requirements, and/or Granting Agency Requirements, (2) the Subrecipient has breached any representations and warranties under this Agreement, (3) the submitted expenditures are not in accordance to the approved Program Budget as provided in this Agreement, (4) the expenses are not considered Allowable Expenses, (5) the expenses have not been incurred, and/or (6) the proof of expenses provided by the Subrecipient are not adequate to confirm that the expenditure meets the requirements of this Agreement. Subrecipient acknowledges and agrees that the City will not make a reimbursement to the Subrecipient for expenses that are or will be reimbursed by another funding source, including but not limited to another federal, state, or local government agency. **Program Scope**. Subrecipient will comply with all the requirements and deadlines described in Attachment “A” attached to this Agreement (the “**Program Scope**”). Notwithstanding anything to the contrary, the Subrecipient will be responsible for repaying the City any funds that the Subrecipient expends in violation of any provisions under this Agreement, including the OMB Requirements, the Program Funding Requirements, and the Granting Agency Requirements. The Subrecipient will not be liable for the repayment of funds if the Program Scope is found by the Granting Agency to be ineligible, provided that the Subrecipient will immediately cease any activities under the Program Scope upon notification by the City, notification by the Granting Agency, or knowledge by the Subrecipient that the Program Scope has been disallowed. The Subrecipient will be liable for repaying any funds expended by the Subrecipient following notification by the City, notification by the Granting Agency, or knowledge by the Subrecipient that the Program Scope has been disallowed. Subrecipient will be responsible for paying back to the City any funds that were disbursed or expended in violation of this Agreement, the OMB Requirements, the Program Funding Requirements, and/or Granting Agency Requirements. Subrecipient is not responsible for repaying funds if such funds were distributed in accordance to this agreement, provided however, that the Subrecipient will stop any fund disbursements or fund expenditures that the City informs Subrecipient are not allowable under guidance from the Granting Agency. Regardless of whether a

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Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

disbursement or expenditure is allowed under the Program Scope, Subrecipient will be responsible for repaying any funds that were disbursed or expended following notification from the City that such disbursements or expenditures are not allowable under guidance from the Granting Agency.

2. **Term**. Unless terminated sooner as allowed under this Agreement, this Agreement commences on the Effective Date and terminates August 20, 2026.
3. **Budget**. The Subrecipient will adhere to the program budget attached to this Agreement as Attachment “B” (the “**Program Budget**”), and made a part hereof for all purposes. Unless allowed in the Program Scope, the Subrecipient will obtain the advance approval of the Department director for any changes to the Program Budget, such changes including but not limited to increases in budget, decreases in budget, and changes in budget category amounts. If the City determines that unexpended funds are present, then the City may adjust the Sub-grant Amount to remove such amounts at the City’s discretion.
4. **Insurance**. The Subrecipient will comply with all of the following insurance requirements for the full term of this Agreement. Any gaps in insurance coverage are considered a breach of the requirements of this Agreement.
 - a. **Commercial Liability Insurance**. The Subrecipient will procure Commercial Liability Insurance in the minimum amounts of \$1,000,000 per occurrence for bodily injury or wrongful death and \$1,000,000 for property damage. The Subrecipient will ensure that the liability insurance provides coverage for premises liability, operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad form property damage liability, and independent contractor liability. If the Subrecipient is performing services near any railroad or streetcar track, then the Subrecipient will provide liability insurance that provides railroad protective liability insurance in the amount of \$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence
 - b. **Workers Compensation Insurance**. If required by law, the Subrecipient will procure workers compensation insurance as required by law.
 - c. **Flood Insurance**. Subrecipient shall maintain, during the term of the Agreement, and provide the City on an annual basis, proof of flood insurance in the amount of flood insurance coverage required by the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, which is the lesser of the following: 1. The maximum amount of National Flood Insurance (NFPI) coverage available for the particular property type; or 2. The insurable value of the structure.
 - d. **Automobile Liability Insurance**. The Subrecipient will procure automobile liability insurance in the minimum amounts of one million dollars for bodily injury per occurrence and one million dollars property damage per occurrence.

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Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

- e. **Builder's Risk.** Until the project is completed and accepted in accordance with all of the terms and conditions of this Agreement, Subrecipient is required to maintain Builder's Risk Insurance (fire and extended coverage) on a one hundred percent (100%) completed value basis on the insurable portion of the project for the benefit of Owner, Subrecipient, and Subcontractor(s), as their interests may appear. This provision shall not release Subrecipient from his obligation to complete, according to plans and specifications, the project covered by this Agreement, and Subrecipient and his Surety shall be obligated to full performance of Subrecipient's undertaking.
- f. **Hazard.** Subrecipient shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which the City requires insurance. This insurance shall be maintained in the amounts and for the periods that the City requires under this Agreement. If Subrecipients fail to maintain coverage described above, City may, at City's option, obtain coverage to protect City's rights in the Property.
- g. **Payment and Performance Bonds.** Subrecipient shall furnish the Department, before beginning the Work, in accordance with Chapter 2253 of the Texas Government Code:
 - (i.) A Performance Bond for all contracts in excess of \$100,000. The performance bond shall be for one hundred percent (100%) of the Agreement amount and conditioned on the faithful performance of work in accordance with the plans, specifications, and Agreement documents.
 - (ii.) A Payment bond for public works contracts in excess of \$25,000. The payment bond shall be for one hundred percent (100%) of the contract price for the protection and use of the payment bond beneficiaries who have direct contractual relationship with the Subrecipient or subcontractor to provide Work labor or material.
- h. With the exception of the workers compensation insurance, the Subrecipient will add the City as an additional insured to the all insurance policies required under this Agreement.
- i. The Subrecipient will procure all insurances with an endorsement that requires notification to the additional insured prior to any changes or cancellations in coverage.
- j. The Subrecipient will obtain prior approval of the City for any deductibles.
- k. The Subrecipient will procure all insurances from businesses authorized to do business in Texas. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. The City may reject an issuer of an insurance policy in the City's sole discretion.
- l. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees.

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Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

- m. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.
 - n. Prior to starting any activities under this Agreement, the Subrecipient will provide the City proof of compliance with all insurance requirements in this Agreement. Proof provided by the Subrecipient to the City must be in the form of a certificate of insurance accompanied by all endorsements. Following a written request by the City, the Subrecipient will provide the City a complete copy of all insurance policies required under this Agreement.
5. **Indemnification.** TO THE EXTENT ALLOWED BY LAW AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SUBRECIPIENT WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES FROM ALL CLAIMS OF PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, DEATH, ILLNESS, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, REGULATORY COMPLIANCE RELATED TO THE SUBRECIPIENTS AND/OR THE SUBRECIPIENT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, OR LICENSEES ACTIONS OR OMISSIONS. THE OBLIGATION UNDER THIS SECTION REMAINS IN EFFECT FOR ALL CLAIMS ARISING DURING THE TERM OF THIS CONTRACT.
6. **Release.** To the extent allowed by law, the Subrecipient releases the City and the City's officers, officials, and employees from all claims of property damage, property loss, injury, or death sustained by the Subrecipient while performing any activities related to this Agreement.
7. **Damage to City Property.** The Subrecipient will pay the costs of repairing any damages to City property (including public right of way) caused by the Subrecipient or the Subrecipient's contractors, subcontractors, or agents. The Subrecipient will make payment for any damages within 30 calendar days of receiving an invoice from the City.
8. **Termination.**
- a. Non-Appropriation of Funds by the City. If the City fails to appropriate sufficient funds to carry out the obligations of the City under this Agreement, then the City may terminate this Agreement upon 30 calendar day notice to the Subrecipient.
 - b. Cancellation of Funds by Granting Agency. If the Granting Agency cancels Program Funds, or fails to provide the City with Program Funds, then the City may terminate this Agreement immediately following notification to the Subrecipient.
 - c. For Cause. Either party may terminate this Agreement for cause following a 30 calendar day opportunity to cure. For purposes of this Agreement "for cause" means a failure of a party to perform any obligations under this Agreement or breach of

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Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

any representations and warranties made under this Agreement. If the City terminates this Agreement for cause, then the Subrecipient will pay back to the City all funds disbursed by the City to the Subrecipient under this Agreement.

- d. Application. The City may terminate this Agreement if the City determines that the Subrecipient submitted false or inaccurate information in the Subrecipient application for funds. The Subrecipient will repay to the City any funds received by the Subrecipient under this Agreement in violation of any Granting Agency requirements.
 - e. The Subrecipient may terminate this Agreement by sending to the City written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the City determines in the case of partial termination that the reduced or modified portion of the Sub-grant Amount will not accomplish the purposes for which the federal award was made, the City may terminate the Sub-Grant Amount in its entirety.
 - f. Close out. Regardless of the reason or method of termination of this Agreement, the Subrecipient will remain responsible for complying with all close out procedures required under the OMB Requirements and the Program Funding Requirements.
 - g. Termination for convenience. In accordance with 2 CFR Part 200-Appendix II, the City may terminate this Agreement for any reason, upon 15 calendar days' prior written notice to the Subrecipient. The Subrecipient will cease all services upon receipt of notice of termination under this provision. Upon such termination, the Subrecipient will submit a final statement of Allowable Expenses incurred up to the date of termination along with proof of such expenses. Subrecipient will be entitled to any Allowable Expenses incurred up to the date of termination provided that Subrecipient submits all proof and documents required under this Agreement and the Subrecipient is in compliance with all requirements under this Agreement.
9. **Audit and Inspections.** Subrecipient will keep all records related to this Agreement for a period of five (5) years after August 20, 2021. Until termination of this Agreement, Subrecipient will allow the City, the Granting Agency, federal Inspectors General, and/or the Comptroller of the United States to inspect all records reasonably related to this Agreement within seven (7) calendar days from request in order to make audits, examinations, excerpts, and transcripts. The Subrecipient will provide copies to the requesting party of any records requested at the Subrecipient's expense. Further, the Subrecipient will allow timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The Subrecipient will comply with any additional audit requirements listed on the Program Scope.
10. **Liability for Funds.** The Subrecipient will repay to the City any funds that the Subrecipient accepts or disburses under this Agreement in violation of this Agreement, the OMB Requirements, the Program Funding Requirements, or the Granting Agency Requirements.

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Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

11. **Compliance with Federal Regulations.** The Subrecipient will comply with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations part 200 as may be amended, including all appendixes (“**OMB Requirements**”). The Subrecipient understands that Attachment “C” is only a portion of the OMB requirements and that the Subrecipient must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, the Subrecipient understands that the City must also comply with the OMB requirements and the City depends on the Subrecipient’s cooperation in order to comply with such OMB requirements. As such, the Subrecipient will perform any obligations reasonably requested by the City that are necessary to ensure that the City complies with the OMB requirements.
- a. In addition, the Subrecipient will comply with all Program Fund requirements listed under Section 5001 of the CARES Act (“**Program Funding Requirements**”). In addition, the Subrecipient will perform any obligations reasonably requested by the City that are necessary to ensure that the City complies with Program Funding Requirements.
 - b. The Subrecipient will also comply with all requirements in Attachment “D”- Granting Agency Requirements.

Monitoring. The Subrecipient will allow the City reasonable access to inspect the Subrecipient’s Offices and facilities subject of this Agreement to ensure compliance with local, state, and federal requirements. The City will provide the Subrecipient reasonable notice prior to a visit. Following a visit the City may provide the Subrecipient with a report regarding the findings of the visit. If the City provides the Subrecipient with a report, then the Subrecipient will correct any findings and provide a written response to the City addressing the City’s findings. The City, United States Department of Treasury or their designees shall have a right to access to monitor or request copying, mailing or electronic transmission of Subrecipient’s records. Monitoring reports will include a written report to Subrecipient documenting findings and concerns that will require a written response to the City. An acceptable response must be received by the City within **seven (7) days** from the Subrecipient’s receipt of the monitoring report or audit review letter. Failure of the Subrecipient to take all actions necessary to resolve and close monitoring or audit findings within **thirty (30) days** of the monitoring report or audit review letter shall be considered breach of this Contract. The Director may grant additional time beyond the original due date provided by compliance staff to comply with the terms of this Agreement. Additional time beyond the original due date can only be granted for reasons the Director may judge to be extenuating circumstances.

12. **Post Close out.** As required under the OMB Requirements, the closeout of a Federal award does not affect any of the following:
- a. The right of the Granting Agency or the City to disallow costs and recover from the Subrecipient funds on the basis of a later audit or other review. To the extent

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Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

allowed by the OMB requirements and the Program Funding Requirements, the Subrecipient will repay the City any funds that are determined to be disallowed costs even if performance obligations or work has been completed.

13. **Reversion of Assets.** The Subrecipient will transfer to the City any funds at hand at the time of expiration or termination of this Agreement. The Subrecipient will transfer such funds within 10 calendar days of the expiration or termination of the Agreement.
14. **Protected Health Information.** If applicable by law, the subrecipient will execute a HIPAA Business Associate Agreement attached to this Agreement as Attachment “E”.
15. **Representations and Warranties.** The Subrecipient represents and warrants that all information submitted to the City, including the initial application for funds, is true and correct. Further, the Subrecipient represents and warrants that the Subrecipient is in good legal standing with the laws of the Subrecipient’s state of incorporation, the Subrecipient is legally authorized to perform business in Texas, and the person’s signing the Agreement on behalf of the Subrecipient are authorized to sign this Agreement. If Subrecipient is doing business under an assumed named, a copy of the “Assumed Name Certificate” filed with the El Paso County Clerk shall be submitted to the City prior to the execution of this agreement. The Subrecipient represents that the Subrecipient has not had any allegations or cases made against the Subrecipient related to fraud or bribery including at a criminal, civil, or administrative level. The City represents and warrants that the funds to be made available under this Agreement are to be distributed to Subrecipient as (i) necessary expenditures incurred due to the public health emergency with respect to COVID-19 and (ii) were not accounted for in the budget most recently approved as of March 27, 2020 by the City. The Subrecipient also represents and warrants that any requests for reimbursement submitted by the Subrecipient to the City under this Agreement will be for (i) necessary expenditures incurred due to the public health emergency with respect to COVID-19, and (ii) expenses that have been incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
16. **Additional Requirements.** The Attachments listed on this section and the laws and requirements referenced in the Attachments are incorporated into this Agreement in full and are considered to be an essential part of this Agreement. The Subrecipient will comply with all laws referenced in the Attachments as well as all the requirements listed in the Attachments incorporated to this Agreement. If there are any conflicts between any Attachment and this Agreement, then the most stringent requirement governs. Further, the parties may exercise any rights afforded under the laws referenced in the Attachments. All laws required under the Attachments to be included as part of this Agreement are incorporated and are considered to be part of this Agreement.
 - a. Attachment “A” - Program Scope
 - b. Attachment “B” - Program Budget
 - c. Attachment “C” - 2 CFR Part 200 Contract Requirements

For Internal use only

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

- d. Attachment “D” - Granting Agency Requirements
- e. Attachment “E” - HIPAA Business Associate Agreement
- f. Attachment “F” – Budget Reports

17. **Copyrights, Licenses, and Patents.** If this Contract results in a copyrightable material, the City’s approval must be obtained to copyright the work. Additionally, the City reserves a royalty fee along with a nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. Any discovery or invention arising out of or developed in the course of the services aided by this Agreement shall be promptly and fully reported to the City for a determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest. Nothing in this Section relieves the contractor from complying with the OMB Requirements regarding intellectual property.

18. **General Provisions.**

- a. **Subcontracting.** Unless allowed under the Program Scope, the Subrecipient may not subcontract any activities under this Agreement without the prior written consent of the City.
- b. **Definitions/Recitals.** A defined term under this Agreement appears in **bold face** print when first defined. All Recitals in this Agreement are incorporated into and made a part of this Agreement.
- c. **Discrimination Prohibited.** Subrecipient shall comply with all laws prohibiting discrimination as further specified in Program Scope and the applicable local, state and federal requirements. Subrecipient must file the assurance required under City of El Paso Ordinance 9779, prohibiting discrimination against disabled persons. Failure to do so in any manner which impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder, shall constitute a breach of this Agreement. Subrecipient covenants that during the term of this Agreement, the Subrecipient, its associates, officers, board or committee members, and/or employees shall have no interest, direct or indirect, which will conflict in any manner with the performance of the services under this Agreement and that none of its paid personnel shall be employees of the City or have any contractual relationship with the City.
- d. **Compliance with Laws.** Subrecipient will comply with all applicable laws while performing activities under this Agreement. Subrecipient will obtain all licenses and pay all fees or other charges that may be required to perform the activities under this Agreement, if applicable.
- e. **Subrecipient’s Composition.** Subrecipient shall notify the City in writing within thirty (30) calendar days in the event of any change in Subrecipient’s ownership, organization, control and management, and non-profit tax status. Subrecipient shall, at least annually, submit to the City a list of its current membership and board

For Internal use only

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

of directors with their appropriate titles. The City reserves the right to terminate this Agreement if the composition of the Subrecipient's organization changes in a manner that would make the Subrecipient ineligible for funds under program requirements.

- f. Independent Contractor Relationship. Nothing in this Agreement creates and employer employee relationship between the parties. The City is not subject to any obligations or liabilities of the Subrecipient incurred in the performance of this Agreement.
- g. Confidentiality. The City will handle all release of information obtained under this Agreement as required under the Texas Public Information Act. The Subrecipient agrees to the release of this Agreement pursuant to a request made under the Texas Public Information Act. This clause survives the completion or termination of this Agreement.
- h. Successors and Assigns. This Agreement is binding on the City and the Subrecipient, and the Subrecipient's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- i. Venue. This Agreement is entered in the City and County of El Paso, Texas. Venue for any dispute pertaining this Agreement is in El Paso County, Texas.
- j. Governing Law. This Agreement is governed by Texas law.
- k. Captions. The captions of this Agreement are for information purposes only, and in no way affect the substantive terms or conditions of this Agreement.
- l. Severability. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity does not affect the remaining provisions of this Agreement.
- m. Notices. The parties will send all notices required or allowed under this Agreement, in writing and by certified mail or in person, to the addresses described in this Section. All notices are deemed received on the date of delivery in person or 3 calendar days following the postmark date on the notice.
- n.

To the City: Community and Human Development Department
Attn: Grants Administration
801 Texas Ave., 3rd Floor
El Paso, Texas 79901

With a Copy to: City of El Paso
Attn: City Manager
300 N. Campbell St.
El Paso, Texas 79901

Subrecipient: Family Endeavors, Inc.
Attn: Chip Fulghum, Chief Operating Officer
6363 DeZavala Rd.

For Internal use only

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

Either party may change the address above by sending written notification to the other party.

- o. No third party beneficiaries. This Agreement is entered for the benefit of the City and the Subrecipient only. No third party has any rights to enforce any obligations or rights under this Agreement.
- p. Governmental Function. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- q. Entire Agreement. This Agreement constitutes the entire agreement by the parties.
- r. Time of the Essence. Time is of the essence with respect to the rights and obligations of the parties as described herein.

[Signature page for the City of El Paso]

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicole Ferrini, Director
Community & Human Development Dept.

Acknowledgment

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2020,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

For Internal use only

Program Year:
Program Name:
Grant Type:
CFDA#:
Matter # / Document # / Subrecipient Name / Attorney Initials

Notary Public, State of Texas

My commission expires:

[Signature page for Subrecipient]

SUBRECIPIENT:

Name: Chip Fulghum

Title: Chief Operating Officer

Acknowledgment

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021,
by Chip Fulghum, as Chief Operating Officer of Family Endeavors, Inc.

Notary Public, State of Texas

My commission expires:

For Internal use only

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

For Internal use only

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

ATTACHMENT “A”
Program Scope
[DEPARTMENT]

For Internal use only

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

**ATTACHMENT “B”
Program Budget**

{DEPARTMENT}

For Internal use only

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

ATTACHMENT “C”
2 CFR Part 200 Contract Requirements

[CITY ATTORNEY’S OFFICE]

[Insert Appendix II of 2 CFR Part 200]

For Internal use only

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

ATTACHMENT “D”
Granting Agency Requirements

[City Attorney’s to provide for treasury]
[Department to provide for all other programs]

[Insert all of Section 5001 of the CARES Act and Treasury Guidance. Statement providing that Treasury Guidance is subject to change. Any changes to the treasury guidance will be treated as part of this Agreement]

For Internal use only

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

ATTACHMENT “E”
HIPAA Business Associate Agreement

For Internal use only

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

Attachment “F”
[Department to provide only if needed.]

For Internal use only

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

Attachment A: Program Scope

Program Name: Inspira Hotel

Subrecipient: Family Endeavors, Inc.
6363 DeZavala Rd.
San Antonio, Texas 78249

The City has determined that this Agreement is a necessary expenditure incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). The Subrecipient is responsible for ensuring that each actual expenditure of funds addresses emergency individual needs due to the public health emergency with respect to COVID-19 and will help lessen the risk that individuals who have been affected economically by COVID-19. The City finds that the funds under this Agreement are aimed at responding, preventing, and preparing for the impacts of COVID-19 by ensuring that essential shelter providers in our community have the capacity to respond to the increased need for shelter services. The need for increase capacity is a direct result of the safety measures implemented by El Paso City and County Health Authority. The Health Authority released a public health order on April 3, 2020 and revised it on July 27, 2020 requiring homeless service providers to follow strict safety measures in their facilities. Measures such as social distancing reduced the capacity of community shelters to provide adequate and safe assistance. Expenses incurred under this contract will provide additional shelter capacity and ensure persons seeking services have access to COVID-19 screening, isolation and testing.

Subrecipient will be responsible for ensuring that the expenditure of funds comply with Section 5001 of the Coronavirus Aid Relief Fund Program and the guidance and regulations issued by the United States Department of Treasury. This Program Scope is attached to and made part of the Subrecipient Agreement (the “Agreement”) between the City of El Paso (the “City”) and Subrecipient and shall be according to the following terms and conditions:

1. **Use of the Funds.** Subrecipient will provide temporary shelter services to eligible clients experiencing homelessness and during the COVID-19 health crisis. Services provided will adhere to the guidance provided by the Local Health Authority. Subrecipient will provide access to safe and sanitary shelter, food, daily living supplies, supportive services, and quarantine rooms for clients who have tested positive for COVID-19. Subrecipient will operate the Hotel and will monitor all clients receiving services. Subrecipient will provide three meals a day to each client and will assist clients access a shelter or a permanent housing placement as appropriate following the quarantine period needed. Subrecipient shall provide temporary shelter to eligible clients for period of 14 calendar days with the flexibility to extend client’s stay time at the Hotel for a period not to exceed thirty 30 calendar days based on client’s need and case manager recommendations. **Case management services will be provided by Project Amistad’s Case Managers or other City approved case management services provider.** Services provided under this Agreement shall be provided only to eligible clients who are unable to access a shelter or other emergency housing option. Clients served under this Agreement shall be referred to the Inspira Hotel by Project Amistad or a City approved case management services provider. Clients shall present a client referral form issued by a case management services provider to be eligible for admission to the Inspira Hotel. **Subrecipient shall not provide services under this Agreement to any client(s)**

who have not been referred to the Inspira Hotel by Project Amistad or a City-approved case management service provider, or those who are unable to present a client referral form. Bi-weekly reports will be provided to the City of El Paso with information relating to clients provided shelter in the Inspira Hotel. Reports shall include number of clients served, name of Justice involved (if applicable) and the length of time for which temporary shelter was provided to each client. Funds under this Agreement will be used to pay for allowable expenses, which include rent, salaries, security, disinfecting services, purchase of food, purchase of equipment and supplies, and other expenses as further specified on the Program Budget. Subrecipient shall provide City staff proof of payment for all allowable expenses listed on this agreement (invoices, bids, quotes, etc.). Subrecipient must adhere to the City of El Paso's procurement policies and requirements. **Subrecipient shall provide services listed under this Agreement for a period that begins on May 15, 2021 and ends on August 20, 2021. Services will be provided for a minimum of 97 calendar days within the service period above-mentioned. If necessary, the Director of Community and Human Development will have the authority to extend the term of this Agreement.**

Exit Plan. Subrecipient shall develop and provide the City of El Paso with a plan to exit the Hotel as clients housed at the Hotel move into suitable and permanent housing options through case management services provided by the Project Amistad. Subrecipient shall schedule a gradual drawdown of the rooms occupied by clients served over the last 60 calendar days of the Agreement. All clients served shall exit into permanent, suitable housing options. **Subrecipient shall provide the City with bi-weekly reports that include the following information: a) client census, b) length of stay for each client, c) plan of exit for each client and d) number of persons who are justice involved. The Subrecipient shall also meet bi-monthly with the City of El Paso, County of El Paso, Project Amistad and other community service providers as necessary to review performance reports showing the current population at the Inspira Hotel and to review the progress of targeted activities described under this Agreement.**

2. **Program Budget.** Services provided under this Agreement shall be provided within the monetary limits contained in Attachment B, "Program Budget".
3. **Outcome Statement.** At least 100 eligible clients (100 eligible households) will have availability and accessibility to a suitable living environment through the provision of temporary shelter and supportive services. **Subrecipient will provide services to 100% of eligible clients housed at the Hotel and will measure outcomes of this Program using data collection and reports. 100% of clients served under this Agreement shall exit into suitable and appropriate housing options within the period of time allowed in this Agreement.** Subrecipient will provide at least 11,900 Units of Service under this Agreement. For purposes of this Agreement, a Unit of Service equals one (1) 24-hour stay in the hotel. The Outcome Statement and Units of Service constitute the performance target for this Agreement. In no event shall compensation to the Subrecipient exceed the lesser of Subrecipient's costs attributable to the work performed as stated herein, or the sum of **\$ 850,000.00.**
4. Beneficiaries of the services are those that meet all of the following requirements:
 - a. Individuals experiencing homelessness within El Paso City Limits; and

- b. Individuals who meet the “presumed benefit” criteria under CDBG regulations for "Presumed Benefit" criteria.

Subrecipient shall maintain records of documentation establishing that this service is used by eligible clients who are Homeless -Within El Paso City Limits.

Subrecipient shall maintain complete Program files and the following documentation for each client served under this Agreement. Program files must be updated at least once every 12 months and made available to the City, HUD monitors and its designees upon request:

- a. All applicable policies and procedures followed by the Subrecipient to perform the services described under this Agreement
- b. A fully completed Presumed Benefit Eligibility Certification, Attachment G-1, for each client and a fully completed Documentation of Homelessness form, Attachment G, and a Client Referral Form issued by Project Amistad case managers for all clients admitted to the Inspira Hotel under this Program. Additions to these forms are permitted.

To accomplish this eligibility, Subrecipient shall maintain in each client’s file a completed Documentation of Homelessness form Attachment G and Presumed Benefit Form Attachment G1 as included in this contract and other applicable documentation of homelessness records as specified in Attachment A-1 Homeless Definition. The Documentation of Homelessness form for each client must be made available to monitors upon request, along with all applicable policies and procedures followed by the Subrecipient to perform the services described under this Contract.

- 5. **Program Income.** When applicable, Program Income generated shall only be used by Subrecipient to provide payment for eligible Program expenses for services in accordance with this Agreement. If Subrecipient generates Program Income for a project only partially assisted by the City, such income is prorated to reflect the actual percentage of Program Income attributable to the City’s portion of the Project. The City’s share of Program Income shall be reported on a monthly basis and shall be shown on the monthly Reimbursement Request Report as a deduction from the Subrecipient’s reimbursable expenses for the month.
- 6. **Reports.** Subrecipient shall submit to the City monthly reports by the 20th day of each month for the duration of this Agreement. The close-out report shall be submitted 10 calendar days after the date of termination of this Agreement. Other required reports shall be submitted as noted.

Attachment F1: Reimbursement Report
Attachment F2: Excel Supporting Worksheet
Attachment F3: Employee Bi-weekly Time Sheet
Attachment F4: Employee Monthly Time Report
Attachment F5: Monthly Report
Attachment F5-1: Ethnicity Report
Attachment F6: Budget Revision Report
Attachment F7: Units Revision Report

Attachment F8: Outcome Report

Attachment F9: Performance Revision Report

Attachment G: Documentation of Homelessness Form (to be kept on file)

Attachment G1: Presumed Benefit Form (to be kept on file)

No additional compensation will be given for exceeding performance targets of this Agreement. The City's Department of Community and Human Development shall make a determination on whether or not services are being satisfactorily provided. All required reports shall be submitted to the City in accordance to this Agreement.

7. **Accounting Records.** Accounting records required to be maintained in the Subrecipient's files in relation to the requisition for payment under this Agreement include, but are not limited to:

- a. Balance sheet (both monthly and year to date), submitted annually;
- b. Income Statement, as applicable;
- c. General Ledger, as applicable;
- d. Payroll Check Register, as applicable; and
- e. Spreadsheet detailing amounts requested for reimbursement.

8. **Program Budget Revisions and Transfer of Funds.** Subrecipient may make **transfers of funds** between or among budget categories as contained in Budget, subject to the approval of the Director, provided that:

- a. The dollar amount of all transfers among existing categories is equal to or less than twenty percent (20%) of the total amount of this Agreement;
- b. The transfer of funds will not change the scope or objective of the Program funded under this Agreement;
- c. Subrecipient must submit Budget Revision Report to the City simultaneously with the submission of Subrecipient's monthly Reimbursement Request Report.

Subrecipient may request **budget revisions** to the Budget, subject to the approval of the Director, provided that:

- a. The dollar amount of all transfers among existing categories above twenty percent (20%) of the total amount of this Agreement does not change the scope or objective of the Program funded under this Agreement;
- b. New Budget categories requested do not change the scope or objective of the Program funder under this Agreement; and
- c. Subrecipient submits Budget Revision Request along with supporting documentation explaining the need for a Budget revision.

The City shall have access to review the financial status of the Subrecipient's Program under this Agreement upon request. If the City determines that unexpended funds are present, the Budget may be adjusted to remove such amounts.

9. **If there is any conflict between this Attachment and the Agreement, then the most stringent terms will govern.**

Community Development Block Grant Program

Project Budget Income Summary

Agency Name:

Project Name:

List all sources of funding that will support your proposed project. Be specific. Include funding source, and contact person and phone number for purposes of verification.

Funding Source	Contact Person and Phone or Email	Budget Year 2020-2021
US Dept of Housing & Urban Development (HUD)		
City of El Paso: CDBG Social Services		
City of El Paso Treasury - CV		
City of El Paso- County of El Paso (Treasury Funds)	Dept. of Comm. And Human Development, City of El Paso	\$ 850,000.00
City of El Paso: ESG-CV		
City of El Paso: Emergency Shelter Grant (ESG)		
State of Texas: Emergency Shelter Grant (ESG)		
Section 108 Loan Guarantee		
HOME Investment Partnerships Grant		
Housing for People with AIDS (HOPWA)		
Appalachian Regional Commission		
Other Federal Funds (please itemize)		
Other State & Local Government Funds (please itemize)		
Private Funds (please itemize)		
Total Project Income		\$ 850,000.00

Community Development Block Grant Program

Project Budget Expense Summary

Agency Name:

Project Name :

[illegible]

This is a proposed budget for the COVID-19 funded project only. It should include expenses for the entire project, not just the COVID-19 portion. Please complete the attached supporting schedules for all applicable line items and the budget justification information for all “other” line items. Be specific, detailed and clear in presenting supporting information. Please double check all figures and ensure that supporting schedules match budget line items.

Community Development Block Grant Program
Project Budget -- Supporting Schedule 1: Salaries

Agency Name: _____

Project Name : _____

Position Title	Total Project Budget				COVID-19 Relief Budget	
	FTE	Months Employed	Avg Monthly F/T Salary	Total Cost	% Allocated to COVID-19	COVID-19 Request
Positions Funded Through COVID-19 Relief						
Total Funded Salaries	0.00			\$ -		\$ -
Positions Not Funded Through COVID-19 Relief						
Total Non-Funded Salaries	0.00			\$ -		\$ -
Total Salaries	0.00			\$ -		\$ -

Community Development Block Grant Program
Project Budget Supporting Schedule 2: Employee Benefits

Agency Name:

Project Name :

You must include expenses for all staff that will work on the project.

The total on this page must correspond to the total on the Expense Summary.

	Total Project Budget			COVID-19 Relief Budget	
	Benefit Rate	Salary Base	Total Cost	% Allocated to COVID-19	COVID-19 Request
Payroll-based Costs					
FICA Taxes		\$ -			\$ -
Worker's Compensation					\$ -
Unemployment Insurance					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Employee-based Costs	Covered Staff	Cost per Employee	Total Cost	% Allocated to COVID-19	COVID-19 Request
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Other Benefits (please itemize)	Basis for Estimate		Total Cost	% Allocated to COVID-19	COVID-19 Request
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Benefits			\$ -		\$ -

Community Development Block Grant Program
Project Budget Supporting Schedule 3: Partners and Contractors

Agency Name:

Project Name :

The total on this page should correspond to the total on Expense Summary.

Partners / Contractors	Services Provided & Costing Methods	Total Project Budget			COVID-19 Relief Budget	
		Units	Rate	Total Cost	% Alloc to COVID-19	COVID-19 Request
Intrepid Staffing	Unit Lead		\$34.00	\$ 39,168.00	100.00%	\$ 39,168.00
Intrepid Staffing	Ass. Unit Lead		\$34.00	\$ 78,336.00	100.00%	\$ 78,336.00
Intrepid Staffing	Shelter Support		\$30.00	\$ 241,920.00	100.00%	\$ 241,920.00
North Mesa Management	Security		\$15.00	\$ 47,520.00	100.00%	\$ 47,520.00
Total Contractual				\$ 406,944.00		\$ 406,944.00

Community Development Block Grant Program
Project Budget Supporting Schedule 4: Occupancy and Equipment

Agency Name:

Project Name :

Agencies purchasing equipment with COVID-19 Relief funds must demonstrate that they are NOT on a flood plain or provide a copy of valid flood insurance covering the life of the grant.

	Total Project Budget			COVID-19 Relief Budget	
	Months	Monthly Rate	Total Cost	% Allocated to COVID-19	COVID-19 Request
Occupancy Costs	2		\$ 226,800.00	100.00%	\$ 226,800.00
Rent/lease costs					
Communications					
Utilities					
Electric service					
Natural gas service					
Water & sewer service					
Other occupancy costs					
Equipment Rental & Maintenance	Basis for Estimate		Total Cost	% Allocated to COVID-19	COVID-19 Request
Equipment Purchases	Basis for Estimate		Total Cost	% Allocated to COVID-19	COVID-19 Request
Uniforms			\$ 500.00	100.00%	\$ 500.00
Total Occupancy & Equipment			\$ 227,300.00		\$ 227,300.00

Community Development Block Grant Program
Project Budget Supporting Schedule 5: Supplemental Items

Agency Name:

Project Name :

Use this page to provide information on any line item not included in the previous Supporting Schedules. You must include all applicable expenses for the project. The totals on this page should correspond to the totals on Expense Summary. The total of Supporting Schedules 1-5 must match Project Budget. List only and all line items on Project Budget that are not covered on any previous Supporting Schedules. Give details for any expense that COVID-19 Relief is asked for \$500+ in funds.

[illegible]

**COVID-19 COMMUNITY RESPONSE + RECOVERY CARES ACT FUNDS
PUBLIC SERVICES FUNDING
UNIT OF SERVICE DATA**

AGENCY LEGAL NAME:
(AS APPEARS ON CURRENT ARTICLES OF INCORPORATION)

PROJECT TITLE:

Please provide your definition of the Unit of Service to be provided by the project.

Unit will be a 24 hours stay in the hotel. Projected units of service will be 11,900.

How did you arrive at the number of units for the project and for DCHD? Please describe the rationale or formula used to determine the total number of units of service and the number delivered for DCHD for this project.

At least 100 eligible clients will have availability and accessibility to Inspira over a 119 day period
100 Clients X 119 Days = 11,900 Units of Service

Budget Year FYE20	COVID-19 Portion	Total Project
Number of units of service delivered	11,900	11,900
Cost to deliver these units (project cost)	\$850,000.00	\$850,000.00
Cost per unit of service (divide project cost by units)	\$71.43	\$71.43
Number of unduplicated clients to be served	100	100
Percent of overall clients to be reported to DCHD	100%	100%

Public Services Application: Site Breakdown for Multi-Site Projects									
Agency Name: Opportunity Center for the Homeless								Project Name:	
#	Name of Site (Activity)* (ex. Beall School, Armijo Rec Center)	Address Street Number, Street Name, Zip Code	COVID-19 Funds Line Item***	COVID-19 Funds Total See **	Outside Funds See **	Total Site Cost	COVID-19 Clients See **	COVID-19 Units See **	
1		7815 N Mesa El Paso, TX 79932							
	Line item 1 (ex. Salaries)	1390 George Dieter Dr #140, El Paso, TX 79936							
	Line Item 2								
	Line Item 3								
	Line Item 4								
2									
	Line item 1 (ex. Salaries)								
	Line Item 2								
	Line Item 3								
	Line Item 4								
3									
	Line item 1 (ex. Salaries)								
	Line Item 2								
	Line Item 3								
	Line Item 4								
4									
	Line item 1 (ex. Salaries)								
	Line Item 2								
	Line Item 3								
	Line Item 4								
5									
	Line item 1 (ex. Salaries)								
	Line Item 2								
	Line Item 3								
	Line Item 4								
6									
	Line item 1 (ex. Salaries)								
	Line Item 2								
	Line Item 3								
	Line Item 4								
7									
	Line item 1 (ex. Salaries)								
	Line Item 2								
	Line Item 3								
	Line Item 4								
	Total			\$0	\$0	\$0	0	0	

The background is an aerial photograph of the El Paso city skyline, including the Wells Fargo and Bank of America buildings. A large, semi-transparent white star is overlaid on the right side of the image.

Addressing Homelessness

Providing for the Needs of the Most Vulnerable During the COVID Crisis

A Path Upward After Delta

As of **April 13, 2021** no new intakes are accepted at the Delta Site Temporary Shelter.

A **6 Step Plan** has been put in place to protect the homeless population as the pandemic continues.

Welcome Center Entry Point at the OC

Single Access Point

On Site Rapid Testing

Coordination with OEM

Continuing Homeless Vaccination

Oversight + Case Management

Wrap Around Services + A Warm Handoff

Transportation

Safe and Secure movement

Overflow Capacity

Inspira Hotel Location: Activated only after shelter capacity is reached

This plan is the result of **partnerships** put in place well before the pandemic began as well as **existing CARES related agreements**.

As of **April 30, 2021**, the Delta Site Temporary Shelter has been closed.

Coordinating Initiatives + Investment

\$350k Transportation

Transportation is made available to and from testing and quarantine facility, to and from the overflow facility and between emergency shelters.

\$250k Case Management

Project Amistad was awarded \$3.9 million in ESG-CV funds at the end of 2020 to assist in the exit of the Delta Site. Now their contract will be extended to provide intensive case management focused on connecting individuals with the support services that they need to move on from emergency shelter.

\$850K Overflow Capacity

The Inspira Hotel facility has been under contract since late 2020 to function as an overflow for the Delta site. It is proposed to continue to use this facility as overflow for the standing emergency shelter system.

**committed County investment*

\$550K Overflow Capacity

The total cost of the Inspira Hotel facility is \$1.4 million. \$850K will be contributed by the County of El Paso with the remainder funded by the City of El Paso through CDBG-CV funds.

Requested Actions

Item 31: That the Mayor be authorized to execute an inter-local agreement between the City of El Paso and El Paso County to provide **\$850,000 to support continued operation of the Inspira Hotel Temporary Emergency Shelter** in order to address the needs of persons experiencing homelessness in El Paso during COVID-19.

Item 34: That the **2019-2020 Annual Action Plan and 45th Year Community Development Block Grant-Coronavirus Phase 3 (CDBG-CVIII) Program Budget is amended** as described in the resolution and that the that the City Manager, or designee, be authorized to take any actions necessary to accomplish the intent of this resolution upon approval by the City Attorney's Office and Director of Community and Human Development Department.

MISSION



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

VISION



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



VALUES

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



Legislation Text

File #: 21-513, 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, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance vacating City right-of-way over a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas.

Subject Property: North of Montana Ave. and East of Campbell St.

Applicant: Housing Authority of the City of El Paso

SURW21-00002

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

AGENDA DATE: May 11, 2021
PUBLIC HEARING DATE: May 25, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:

An Ordinance vacating City right-of-way over a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas.

Subject Property: North of Montana Ave. and East of Campbell St.
Applicant: Housing Authority of the City of El Paso. SURW21-00002

BACKGROUND / DISCUSSION:

The applicant proposes to vacate a 20-foot alley of Block 266 within Campbell Addition subdivision. The area requested to be vacated is 0.1194 acres in size. All properties abutting the alley are owned by the Housing Authority of the City of El Paso. The owner seeks to develop the entirety of Block 266 into a multi-family development consisting of 136 units and a parking structure. City Plan Commission recommended 8-0 to approve the proposed right-of-way (ROW) vacation on February 25, 2021. As of May 4, 2021, staff has received no communication in support or opposition of the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE VACATING CITY RIGHT-OF-WAY OVER A 20 FOOT ALLEY OUT OF BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the abutting property owners have requested vacation of the City right-of-way located on a parcel of land being a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission recommended that a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, should be vacated and the City Council finds that said right-of-way is not needed for public use and should be vacated as recommended;

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

That a determination has been made that it is in the best interest of the public that the City Right-of-Way located on the property described as a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference is hereby vacated.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated property to Housing Authority of the City of El Paso.

ADOPTED this _____ day of _____, 2021.

THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

(Quitclaim Deed on following page)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of Ten Dollars (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto Housing Authority of the City of El Paso (the "Grantee"), all its rights, title, interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A 20 FOOT ALLEY OUT OF BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 2021.

CITY OF EL PASO

ATTEST:

Tomás González, City Manager

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2021,
by Tomás González, as City Manager for the CITY OF EL PASO.

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

My Commission Expires:

AFTER FILING RETURN TO:
Housing Authority of the City of El Paso
5300 E. Paisano Dr.
El Paso, Texas 79905

METES AND BOUNDS DESCRIPTION

20' (ALLEY) EASEMENT
EXHIBIT "B"

A 20 foot alley out of Block 266, CAMPBELL ADDITION, an addition to the City of El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument, 10 foot north and 10 foot east of the centerline intersection of Kansas Street (a 70' right-of-way) and Rio Grande Avenue (a 70' right-of-way) respectively, Thence, South 33° 48' 12" East from said city monument and on the monument line of Kansas Street, a distance of 45.00 feet to a point; Thence, North 56° 11' 48" East, away from said monument line, a distance of 25.00 feet to point lying on the intersection of the northerly right-of-way line of Kansas Street and the southerly right-of-way of Rio Grande Avenue; Thence, North 56° 11' 48" East, a distance of 120.00 feet to a point for a boundary corner, said point being the TRUE POINT OF BEGINNING of this boundary description;

THENCE, North 56° 11' 48" East, with said right-of-way line of Rio Grande Avenue (70' right-of-way), a distance of 20.00 feet to a boundary corner;

THENCE, South 33° 48' 12" East, a distance of 260.00 feet to a boundary corner lying on the northerly right-of-way line of Montana Avenue (70' right-of-way);

THENCE, South 56° 11' 48" West, with said right-of-way line Montana Avenue (70' right-of-way) a distance of 20.00 feet to a boundary corner lying on the North-easterly right-of-way line of Kansas Street (70' right-of-way);

THENCE, North 33° 48' 12" West, with said right-of-way line of Kansas Street (70' right-of-way), a distance of 260.00 feet to the TRUE POINT OF BEGINNING of this boundary description;

Said Parcel of land containing 0.1194 of an acre (5,199.87 s.f.) of land, more or less.


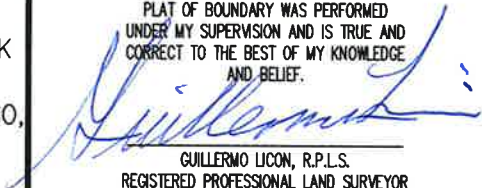
THIS PLAT OF BOUNDARY WAS PERFORMED
WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

Copyright 2021 SLI Engineering, Inc. All rights reserved.
This map and survey are being provided solely for the use of Housing Authority of The City of El Paso (HACEP) and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon: JANUARY 04, 2021.

PLAT OF BOUNDARY EXHIBIT "B"

 <div>CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS 6800 WESTWIND DRIVE EL PASO, TEXAS (915) 554-4457</div> SLI ENGINEERING, INC.	PROPERTY DESCRIPTION A 20 FOOT ALLEY OUT OF BLOCK 266, CAMPBELL ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.	CERTIFICATION I HEREBY CERTIFY THAT THE FOREGOING PLAT OF BOUNDARY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  GUILLERMO LICON, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS LICENSE NO. 2998
JOB #: 06-20-4457 DR. BY: MN SCALE: 1"=40' F.B. #: *** DATE: 01/04/21		



Montana Alley Vacation

City Plan Commission — February 25, 2021 **REVISED**



CASE NUMBER/TYPE: SURW21-00002 – RIGHT-OF-WAY VACATION
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: City of El Paso
REPRESENTATIVE: Housing Authority of the City of El Paso
LOCATION: North of Montana Ave. and East of Campbell St. (District 8)
PROPERTY AREA: 0.1194 acres
ZONING DISTRICT(S): C-1/c/sp (Commercial/conditions/special permit)
A-2 (Apartments)
C-4/sp (Commercial/special permit)
RELATED APPLICATIONS: PZR221-00001 405 Montana (Rezoning)
PZST21-00001 405 Montana (Special Permit)
PUBLIC INPUT: No opposition received as of 02/18/2021

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITION** of Montana Alley Vacation subject to the following condition:

That prior to City Council, the applicant and utility companies find resolution of existing utility infrastructure located within the subject alley.

Montana Alley Vacation

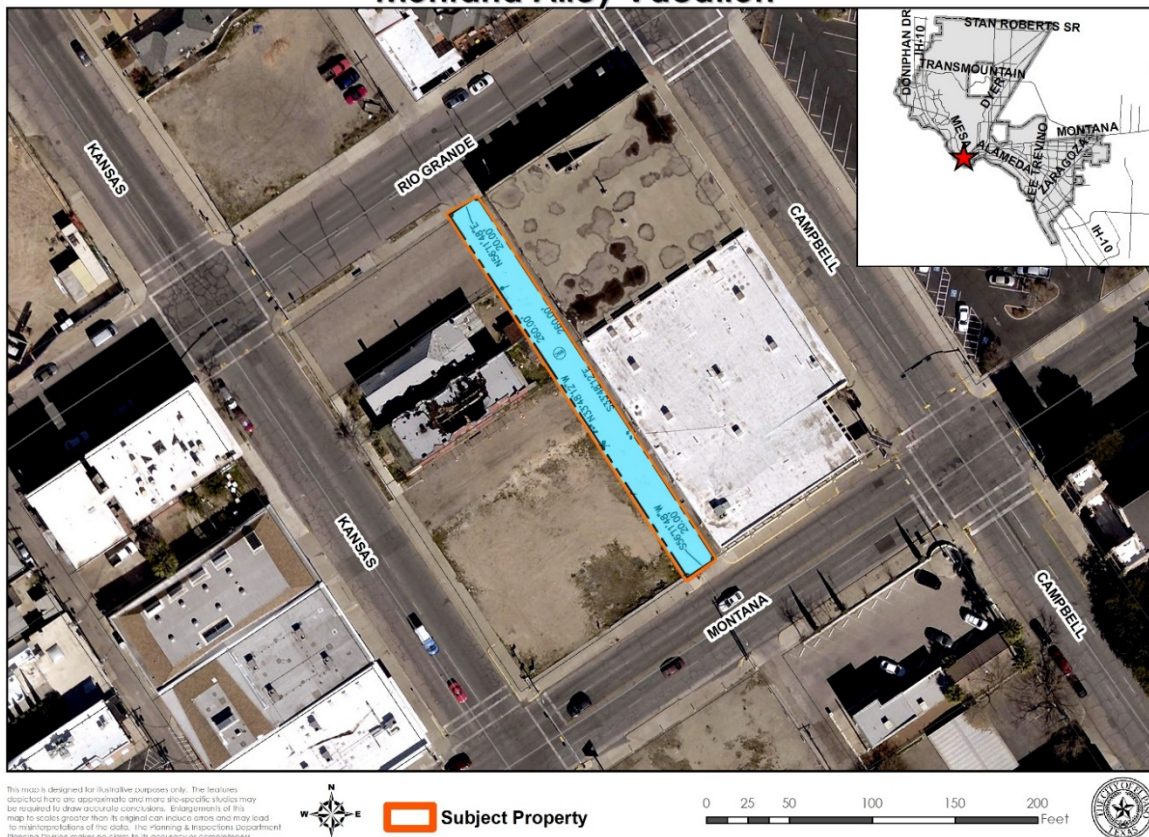


Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant proposes to vacate a 20-foot alley of Block 266 within Campbell Addition subdivision. The area requested to be vacated is 0.1194 acres in size. All properties abutting the alley are owned by the Housing Authority of the City of El Paso. The owner seeks to develop the entirety of Block 266 into a mixed-use development consisting of residential and commercial uses. The alley is paved and currently contains utility infrastructure. Further coordination is required with utility companies to retain existing infrastructure and services.

CASE HISTORY/RELATED APPLICATIONS: Rezoning PZRZ21-00001 seeks to rezone all properties within Block 266 into a G-MU (General Mixed Use) district and approval of a Detailed Site Development Plan. Special Permit PZST21-00001 seeks approval for on-site parking reduction.

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	A-O (Apartment/Office) / Offices S-D/sp (Special District/special permit) / Surface Parking
South	C-4 (Commercial) / Offices and Vacant
East	C-4/sp (Commercial/special permit) / Vacant Buildings
West	C-1/c/sp (Commercial/conditions/special permit) / Surface Parking A-2 (Apartment) / Vacant Buildings C-4/sp (Commercial/special permit) / Vacant
Nearest Public Facility and Distance	
Park	Houston Park (0.28 mi.)
School	El Paso High School (0.65 mi.)
Plan El Paso Designation	
G2, Traditional Neighborhood (Walkable)	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on February 11, 2021 to all property owners within 300 feet of the subject property. As of February 18, 2021, staff has not received any communication regarding this request.

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code.
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

ATTACHMENTS:

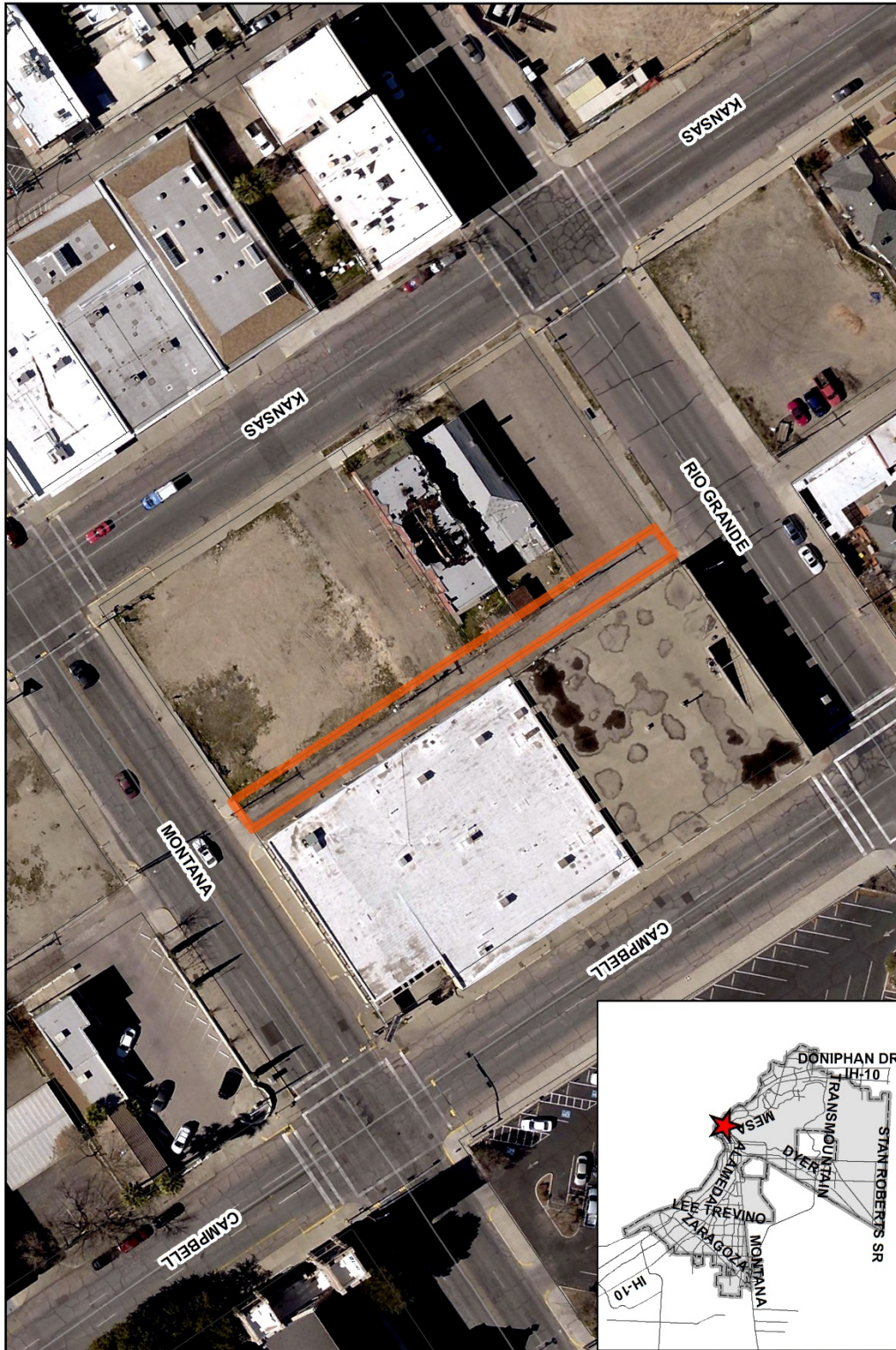
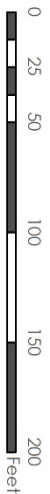
1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

ATTACHMENT 1

This map is designed for illustrative purposes only. The features described here are approximate and more site specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.

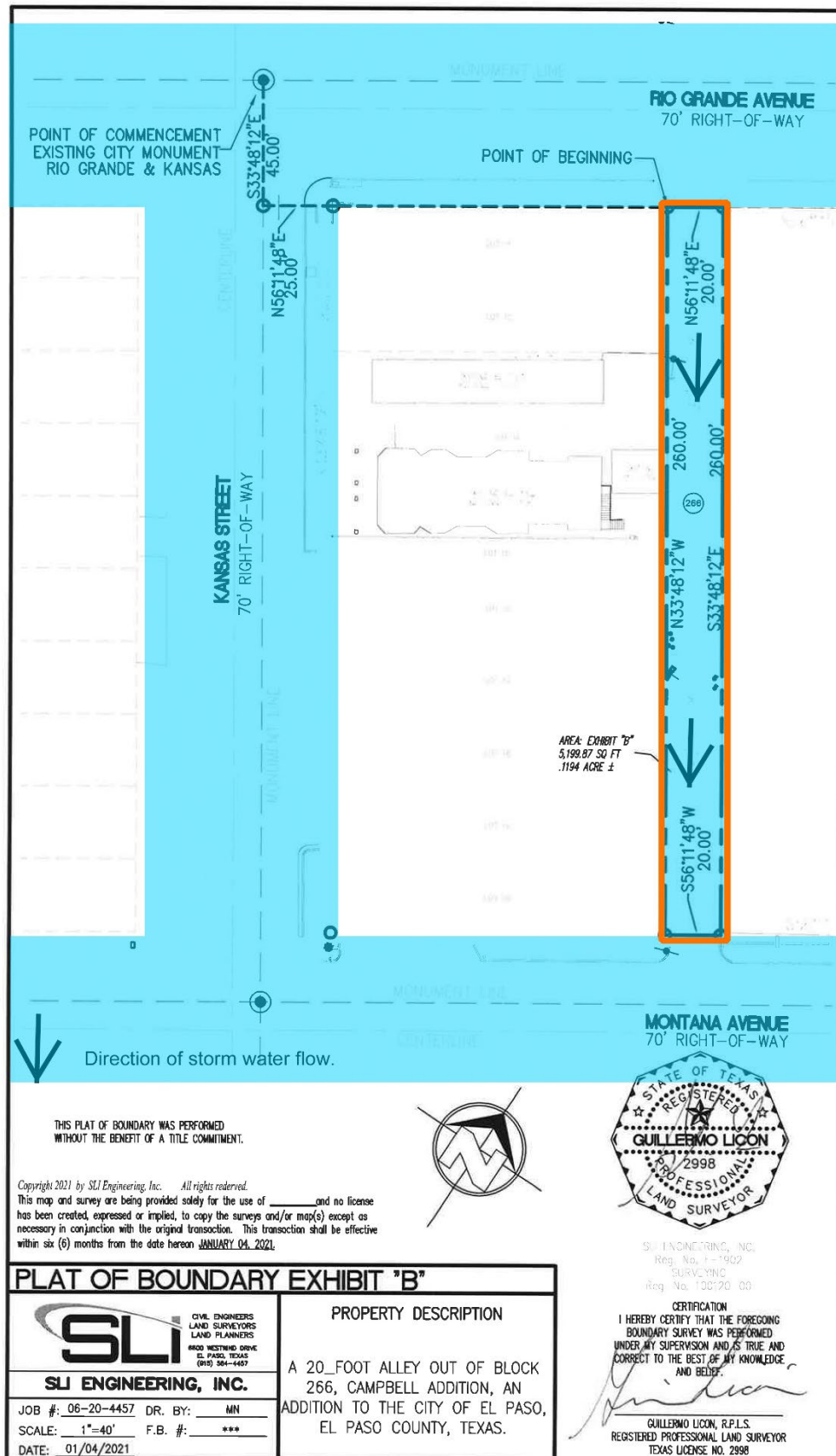


Subject Property



Montana Alley Vacation

ATTACHMENT 2



PAGE 1 OF 2

ATTACHMENT 3

METES AND BOUNDS DESCRIPTION

20' (ALLEY) EASEMENT EXHIBIT "B"

A 20 foot alley out of Block 266, CAMPBELL ADDITION, an addition to the City of El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

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THENCE, North 33° 48' 12" West, with said right-of-way line of Kansas Street (70' right-of-way), a distance of 260.00 feet to the TRUE POINT OF BEGINNING of this boundary description;

Said Parcel of land containing 0.1194 of an acre (5,199.87 s.f.) of land, more or less.

THIS PLAT OF BOUNDARY WAS PERFORMED
WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

Copyright 2021 SLI Engineering, Inc. All rights reserved.
This map and survey are being provided solely for the use of Housing Authority of The City of El Paso (HACEP) and no license has been created, expressed or implied, to copy the surveys and/or maps except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereof. JANUARY 04, 2021.



SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

PLAT OF BOUNDARY EXHIBIT "B"

SLI
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
8600 WESTING DRIVE
EL PASO, TEXAS
(915) 854-4457
SLI ENGINEERING, INC.

JOB #: 06-20-4457 DR. BY: MN
SCALE: 1"=40' F.B. #: ***
DATE: 01/04/21

PROPERTY DESCRIPTION

A 20 FOOT ALLEY OUT OF BLOCK
266, CAMPBELL ADDITION, AN
ADDITION TO THE CITY OF EL PASO,
EL PASO COUNTY, TEXAS.

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING
PLAT OF BOUNDARY WAS PERFORMED
UNDER MY SUPERVISION AND IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF.

Guillermo Licon
GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

ATTACHMENT 4


DocuSign Envelope ID: 99DBBCDB-04EC-41D8-A934-ABCEEE5749F5



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 1-5-2021 File No. SURW21-00002

1. APPLICANTS NAME: HOUSING AUTHORITY OF THE CITY OF EL PASO
ADDRESS 5300 PAISANO ZIP CODE _____ TELEPHONE 5844457
2. Request is hereby made to vacate the following: (check one)
Street _____ Alley X Easement _____ Other _____
Street Name(s) _____ Subdivision Name _____
Abutting Blocks 266 Abutting Lots 1-20
3. Reason for vacation request: REBUILD THE ENTIRE BLOCK
4. Surface Improvements located in subject property to be vacated:
None _____ Paving X Curb & Gutter _____ Power Lines/Poles X Fences/Walls _____ Structures _____ Other _____
5. Underground Improvements located in the existing rights-of-way:
None _____ Telephone _____ Electric X Gas X Water _____ Sewer _____ Storm Drain _____ Other _____
6. Future use of the vacated right-of-way:
Yards _____ Parking _____ Expand Building Area X Replat with abutting Land _____ Other _____
7. Related Applications which are pending (give name or file number):
Zoning X Board of Adjustment _____ Subdivision _____ Building Permits _____ Other _____
8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
 DocuSigned by: Tom Deloye 261AE892D361496	<u>LOTS 1-20, BLOCK 266</u>	<u>9154720008</u>
_____	_____	_____
_____	_____	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE:  DocuSigned by: Tom Deloye 261AE892D361496	REPRESENTATIVE SIGNATURE: 
REPRESENTATIVE (PHONE): <u>915 203 7277</u>	
REPRESENTATIVE (E-MAIL): <u>ghalloul@sl-engineering.com</u>	

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

Planning & Inspections Department
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

ATTACHMENT 5

Planning and Inspections Department- Planning Division

1. Provide a complete application:
 - a. Provide full address for applicant on line 1.
 - b. Provide subdivision name on line 2.
2. Provide proof of ownership for abutting properties.
3. Prior to City Council, the applicant and utility companies find resolution of existing utility infrastructure located within the subject alley

Planning & Inspections Department – Land Development

We have reviewed subject plats and recommend Approval.

The Developer/Engineer shall address the following comments.

1. No objections to alley vacation.
2. The vacation of the alley shall not cause any adverse impact to the up & down-stream runoff from Rio Grande Ave.

Parks and Recreation

No comments received.

Sun Metro

No adverse comments.

There is an existing bus stop adjacent to the subject property along Rio Grande. Please coordinate with Sun Metro if any work is proposed within the bus stop area.

Fire Department

No objections.

Streets and Maintenance Department

No objections.

Capital Improvement Department

No comments received.

El Paso Water Utilities

EPWater does not object to this request.

The full width of the alley described as “A 20-foot alley out of block 266, Campbell Addition to the City of El Paso, El Paso County Texas” shall be retained as a Utility Easement. EPWater-PSB requires access to the sanitary sewer facilities and appurtenances, within the proposed easement 24 hours a day, seven (7) days a week. No building, reservoir, structure or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced easement without EPWater’s written consent.

Water:

There is an existing 6-inch diameter water main that extends along the eastside of Kansas Street.

There is an existing 4-inch diameter water main that extends along the north side of Montana Avenue.

Previous water pressure readings from fire hydrant #1641 located at the southeast corner of Kansas St. and Montana Ave., have yielded a static pressure of 70 psi, a residual pressure of 67 psi, and a discharge flow of 993 gallons per minute.

Sanitary Sewer:

There is an existing 8-inch diameter sewer main that extends along the east side of the alley east of Kansas St.

General:

EPWater requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

It seems the alley is carrying flows from Rio Grande Ave.; accommodations may need to be made for this runoff. The vacation of the alley shall not cause any adverse impact to the upstream runoff from Rio Grande Ave.

Spectrum:

No comments received.

Texas Gas Service

TGS has a main that provides service to the buildings on the block in question and to the south block. Developer and/or Owner Representative must coordinate the development with TGS in order to determine if an easement is required and/or if the main needs to be relocated, retired before the Alley is vacated.

El Paso Electric

1. A utility easement along the entire alleyway will remain in favor of El Paso Electric Company and their successors and assigns for the infrastructure in existence in the alleyway on the date of this vacating ordinance. The rights granted by this utility easement include rights of access, operation, inspection, repair, replacement with like-kind infrastructure, removal, and maintenance by El Paso Electric Company and their successors and assigns.
2. The applicant will need to coordinate with EPE Engineering Department to request removal or relocation of existing facilities
3. Future land rights shall be granted by separate instrument.

El Paso County:

No comments received.

El Paso County 911 District

The 911 District has no objections to this vacation.

Texas Department of Transportation

Proposed development is not abutting TxDOT right of way. This section of Montana is under City jurisdiction.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID.



ITEM

Montana Alley Vacation ROW Vacation

SURW21-00002



Strategic Goal 3.

Promote the Visual
Image of El Paso



Recommendation

- Staff recommends approval of Montana Alley Vacation
- City Plan Commission recommended conditional approval (8-0) of Montana Alley Vacation on February 25, 2021. The conditions were the following:
 - That prior to City Council, the applicant and utility companies find resolution of existing utility infrastructure located within the subject alley.

Montana Alley Vacation



Aerial Map



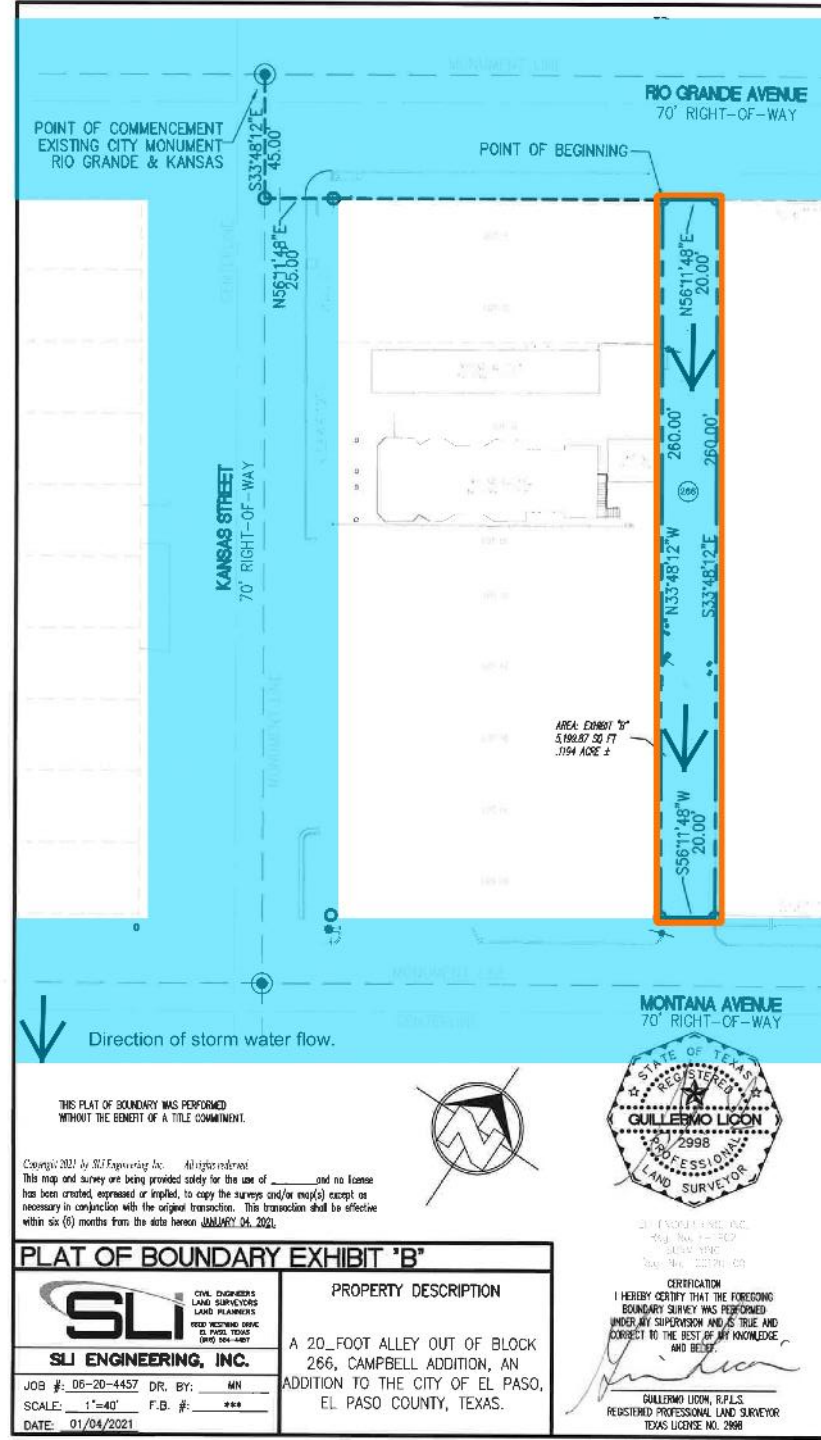
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property



Survey





Subject Property

Subject Property



Public Input

- Notice of public hearing was published in the El Paso Times on February 12, 2021.
- Notices were mailed to property owners within 200 feet on February 11, 2021.
- The Planning Division has not received any communications in support nor opposition to the request.



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



ITEM 32

Montana Alley Vacation ROW Vacation

SURW21-00002



Strategic Goal 3.

Promote the Visual
Image of El Paso



Recommendation

- Staff recommends approval of Montana Alley Vacation
- City Plan Commission recommended conditional approval (8-0) of Montana Alley Vacation on February 25, 2021. The conditions were the following:
 - That prior to City Council, the applicant and utility companies find resolution of existing utility infrastructure located within the subject alley.

Montana Alley Vacation



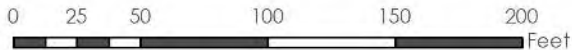
Aerial Map



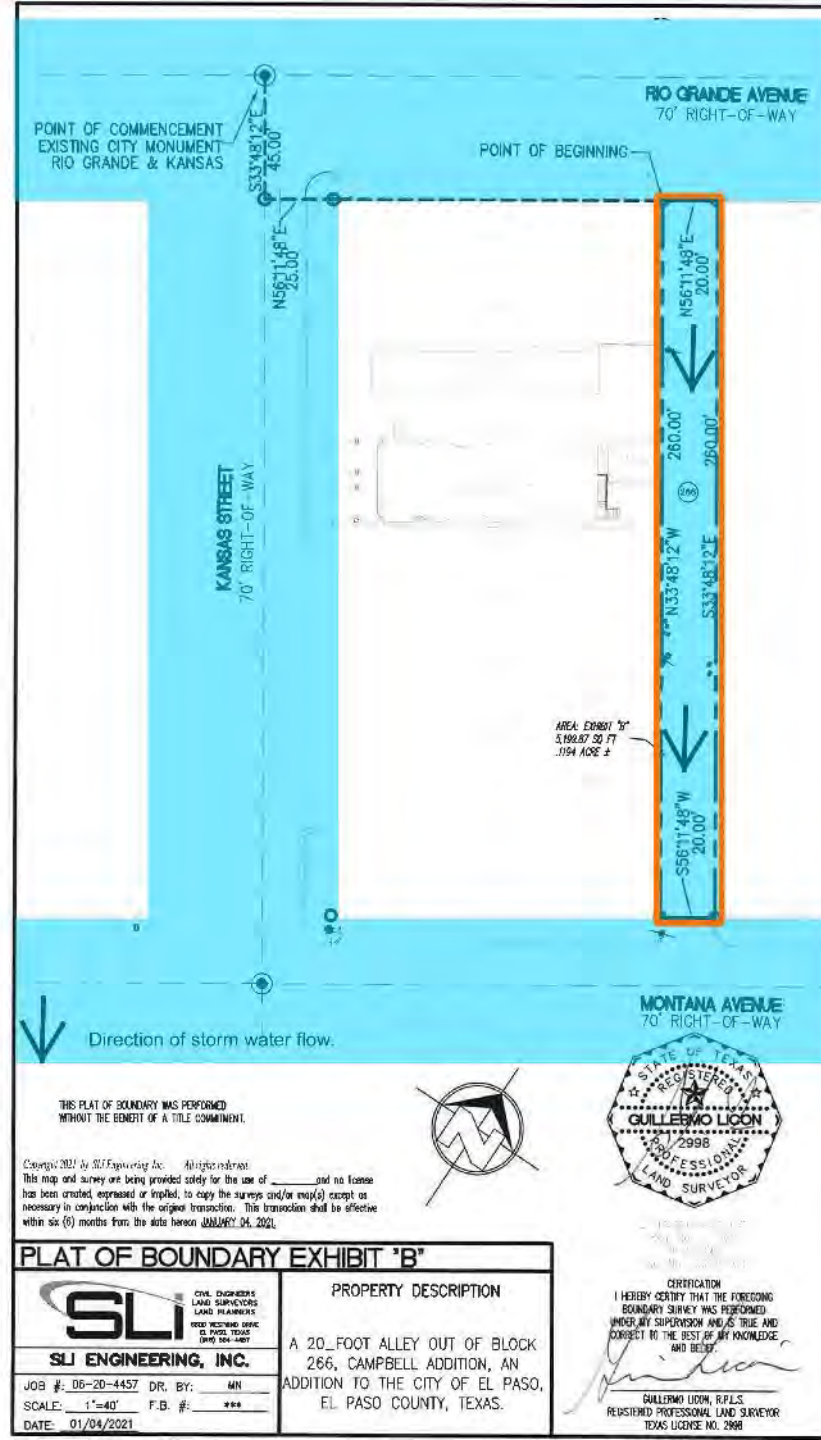
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property



Survey





Subject Property

Subject Property



Public Input

- Notice of public hearing was published in the El Paso Times on February 12, 2021.
- Notices were mailed to property owners within 200 feet on February 11, 2021.
- The Planning Division has not received any communications in support nor opposition to the request.



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-574, 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

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

Discussion and action to adopt the changes to the Resolution establishing the Veterans Affairs Advisory Committee.

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

DEPARTMENT: El Paso International Airport/ Veteran and Military Affairs

AGENDA DATE: May 25, 2021

CONTACT PERSON/PHONE: Sam Rodriguez, Director of Aviation, 212-7301, RodriguezS3@elpasotexas.gov
Paul Albright, 212-1654, albrightPD@elpasotexas.gov

DISTRICT(S) AFFECTED: Citywide

SUBJECT:

Discussion and action to adopt changes to the Resolution establishing the Veterans Affairs Advisory Committee

BACKGROUND / DISCUSSION:

The Veterans Affairs Advisory Committee, adopted by Council on May 5, 2015, was due to sunset on December 31, 2020. Council voted on November 7, 2020 to extend the committee until December 31, 2028. Unfortunately, the November resolution has errors that require an amendment. The errors found include an inadequate explanation of the purpose of the committee, incomplete qualifications for the selection of committee members, an inadequate description of the duties of the VAAC Secretary, no inclusion for the extension of terms toward the current VAAC members and no direction for the committee to establish a strategic plan.

PRIOR COUNCIL ACTION:

May 5th, 2015 Council established the Veteran Affairs Advisory committee.

November 10, 2020 Council voted to extend the VAAC with a new sunset date of December 31, 2028.

November 10th 2020 Council voted to extend term limits to 4 years for appointed committee members as a part of the adopted resolution.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

The Veterans Affairs Advisory Committee voted unanimously to have an amended resolution presented to council for approval on April 16, 2021.

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:



Sam Rodriguez, Director of Aviation, Chief Operations & Transportation Officer

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

WHEREAS, on May 5, 2015, the El Paso City Council (“City Council”) enacted a Resolution establishing a Veterans Affairs Advisory Committee (“VAAC”) for the purpose of advising the City of El Paso on matters related to providing assistance to Veterans ("Enabling Resolution");

WHEREAS, on November 10, 2020, the City Council approved an amendment to the Enabling Resolution increasing committee terms to four years and adding a sunset clause (“First Amendment”);

WHEREAS, on April 16, 2021 the VAAC voted to recommend to City Council that the Enabling Resolution be amended a second time to, among other changes, revise membership requirements and clarify that current members of the committee shall serve four-year terms (“Second Amendment”);

WHEREAS, the City Council agrees with the recommendations of the VAAC.

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

1. That the recital paragraphs are revised as follows:

WHEREAS, the City of El Paso is home to Fort Bliss military installation and has a large military veteran population (“Veterans”); and

WHEREAS, the City of El Paso seeks to create a Veteran ready community that provides Veterans with the resources necessary to achieve a quality of life that is worth the honor of their service.

2. That when the words “veteran” or “veterans” are used in the Enabling Resolution or First Amendment, the words shall be capitalized as “Veteran” or “Veterans”.
3. That Paragraph 1 (A) is revised as follows:

The Veterans Affairs Advisory Committee (VAAC) shall consist of nine members appointed by the Mayor and each City Council Representative. The persons appointed to this Committee must be a Veteran, the spouse of a Veteran, or the spouse of a military service member and should have an interest in improving the everyday life of our Veterans.

4. That Paragraph 2 is revised as follows:

- A. Each member of the City Council shall nominate one member to the Veterans Affairs Advisory Committee. The terms of office shall be for four years. Appointments to vacancies that occur other than by expiration of a member's term of office shall be filled by appointment by the Mayor and City Council for the remainder of the unexpired term. Members shall not serve more than two consecutive terms. The term of each member currently serving on the Committee as of the date of this Second Amendment shall be four years. This four-year term shall be computed beginning from the date the member was appointed to their current term.
- B. The Veterans Affairs Advisory Committee shall annually select from among its appointed members a Chair, Vice-Chair, and a Secretary. The Committee shall adopt such rules and regulations for the government of its proceedings as may be deemed proper, not inconsistent with the ordinances and the Charter of the City and the laws of the State of Texas.
- C. A quorum of the Veterans Affairs Advisory Committee shall be the majority of the total number of the members who have been appointed by City Council at the time of the meeting; provided however that a quorum shall not be less than five. The Chair shall have a vote in all matters. No final action shall be taken on any matter except pursuant to a simple majority vote of members present.

5. That Paragraph 3 is revised to add subparagraph (F) as follows:

- F. Develop a five-year strategic plan to be reviewed and updated on an annual basis that will include priorities and goals designed to alleviate the needs of Veterans and improve their quality of life. The plan will align with the strategic goals of the City.

6. Except as amended herein, the Enabling Resolution and First Amendment remain in full force and effect.

APPROVED this ____ day of _____, 2021.


THE CITY OF EL PASO

Oscar Leeson
Mayor

ATTEST:

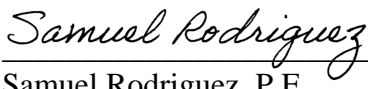
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation



Legislation Text

File #: 21-579, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to approve an 11th amendment to the City's 2019-2020 (45th Year) Annual Action Plan for the Community Development Block Grant-Coronavirus Phase 3 (CDBG-CVIII) to:

- a. Delete the COVID-19 Emergency Shelter Capacity Expansion Project for the Opportunity Center for the Homeless (\$100,000 CDBG-CVIII); and
- b. Add \$550,000 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.

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

AGENDA DATE: May 25, 2021
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL: 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

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

Discussion and action on a resolution to approve an 11th amendment to the City's 2019-2020 (45th Year) Annual Action Plan for the Community Development Block Grant-Coronavirus Phase 3 (CDBG-CVIII) to:

- a. Delete the COVID-19 Emergency Shelter Capacity Expansion Project for the Opportunity Center for the Homeless (\$100,000 CDBG-CVIII); and
- b. Add \$550,000 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.

BACKGROUND / DISCUSSION:

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

The following details each item in the proposed amendment:

- a. Deleting the COVID-19 Emergency Shelter Capacity Expansion Project allows for additional CDBG-CVIII funds to be invested in the Inspira Hotel Emergency Shelter project which is a more effective means of increasing overall shelter capacity.
- b. The addition of \$550,000 in CDBG-CVIII funds for the Inspira Hotel Emergency Shelter Project, as well as potential additional funding from other sources in the amount of \$850,000, will provide a total of \$1,400,000 to maintain current operations for an additional 6 months. This project is serving as overflow capacity for existing emergency shelters that have reduced capacity due to COVID-19 precautions.

A notice was published on the City of El Paso website on Thursday, May 19, 2021 to begin a 5-day public comment period to allow for feedback regarding these proposed amendments to the 2019-2020 (45th Year) Annual Action Plan. The public comment period will conclude on May 24, 2021. Comments received will be shared with Mayor and Council.

PRIOR COUNCIL ACTION:

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

On April 27, 2021 City Council approved \$100,000 in CDBG-CVIII for the COVID-19 Emergency Shelter Capacity Expansion Project.

AMOUNT AND SOURCE OF FUNDING:

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

The City received \$7,878,708 in the 3rd allocation of CARES Act CDBG-CV funds (CDBG-CVIII).

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Department of Community + Human Development (DCHD)

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, on July 9, 2019, the City Council for the City of El Paso adopted the Final Action Plan for 2019-2020 and on that date Authorized the City Manager to sign and submit to the United States Department of Housing and Urban Development (HUD) the 2019-2020 Annual Action Plan to include all certifications contained therein; and

WHEREAS, on March 17, 2020, the City amended the Annual Action Plan to add the Hueco Mountain Park Improvement Project (“First Amendment”); and

WHEREAS, on May 27, 2020, the City amended the Annual Action Plan to add projects under CARES Act Emergency Solutions Grant (“Second Amendment”); and

WHEREAS, on June 22, 2020, the City amended the Annual Action Plan to add the 45th Year Community Development Block Grant (CDBG-CV) and Housing Opportunities for Persons with HIV/AIDS (HOPWA-CV) funding (“Third Amendment”); and

WHEREAS, on August 18, 2020, the City amended the Annual Action Plan to delete the El Paso Child Guidance Center project (\$1,263,267), and delete the Parks and Recreation Summer Youth Program (\$65,000), and delete the Hotel and Motel for COVID-19 Positive Homeless project (\$125,000);

WHEREAS, on August 18, 2020, the City amended the Annual Action Plan to add \$1,263,267 to the existing contract with the Opportunity Center for the Homeless for continued operation of the temporary Delta Haven and Welcome Center;

WHEREAS, on August 18, 2020 the City amended the Annual Action Plan to add \$65,000 to the existing contract with the YWCA Paso del Norte Region for childcare services, and add \$125,000 to the Transportation for Homeless Individuals and Families project (“Fourth Amendment”); and

WHEREAS, on September 15, 2020, the City amended the Annual Action Plan to delete the CDBG-CV Economic Recovery Technical Assistance project (\$100,000); delete the YWCA CDBG-EN Children and Youth Services project (\$65,000); reduce the YWCA CDBG-CV Children and Youth Services project from \$250,000 to \$235,000;

WHEREAS, on September 15, 2020, the City amended the Annual Action Plan to add \$85,000 in CDBG-CV for a Veterans Permanent Supportive Housing Case Management project; and add \$30,000 in CDBG-CV and \$65,000 in CDBG-EN for a United Way Family Resilience Center project ("Fifth Amendment"); and

WHEREAS, on October 13, 2020, the City amended the Annual Action Plan to reduce the CDBG Delta Haven and Welcome Center project by \$1,000,000; and add \$1,000,000 in CDBG for rapid rehousing of individuals and families experiencing homelessness ("Sixth Amendment"); and

WHEREAS, on October 27, 2020, the City amended the Annual Action Plan to reduce the CDBG-CV Financial Counseling and Bankability project by \$112,500; and add \$112, 500 in CDBG-CV to create a Digital Expansion project for the purchase of mobile hotspots ("Seventh Amendment"); and

WHEREAS, on December 15, 2020, the City amended the Annual Action Plan to reduce the Project BRAVO-COVID-19 Emergency Housing Payment Assistance Program by \$1,000,000 in CDBG-CV; add \$1,000,000 in CDBG-CV to the El Paso Rent Help Rental Assistance Program operated by Under One Roof;

WHEREAS, on December 15, 2020, the City amended the Annual Action Plan to add \$1,100,000 in CDBG-CV to create the Inspira Hotel Emergency Shelter Project operated by Endeavors; and add \$3,021,341 in CDBG-CV to create a "hold project" for the remaining balance of CDBG-CV funds ("Eighth Amendment"); and

WHEREAS, on January 5, 2021, the City amended the Annual Action Plan to reduce the "hold project" for the remaining balance of CDBG-CV funds by \$341,160 in CDBG-CV; add \$341,160 in CDBG-CV funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors; add \$1,700,000 in ESG-CV funds to create a Rapid Rehousing Project; add \$500,000 in ESG-CV funds to create an Emergency Shelter Project; add \$430,000 in ESG-CV funds to create a Homeless Prevention Project; add \$234,248 in ESG-CV funds to create a Homeless Management Information System (HMIS) Project; add \$100,000 in ESG-CV funds to create a Street Outreach Project; and add \$1,000,000 in ESG-CV funds to create a Homeless Welcome Center Project ("Ninth Amendment"); and

WHEREAS, on April 27, 2021, the City amended the Annual Action Plan to add \$100,000 in CDBG-CVIII funds to create a COVID-19 Emergency Shelter Capacity Expansion Project; add \$350,000

in CDBG-CVIII funds to supplement the Transportation for Homeless Individuals and Families Project; and add \$250,000 in CDBG-CVIII funds to create a Case Management for Persons Experiencing Homelessness Project (“Tenth Amendment”); and

WHEREAS, the City Council, based on the recommendation of the Director of the Community and Human Development Department, now desires to amend the 2019-2020 Annual Action Plan to delete existing projects and add new projects; and

WHEREAS, on May 19, 2021 the City of El Paso posted on its website public notice and allowed a 5-day public comment period regarding the proposed amendment to the 2019-2020 Annual Action Plan and 45th Year CDBG-CVIII Program Budget and City Council has duly considered public comment if any.

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

1. That the 2019-2020 Annual Action Plan and 45th Year Community Development Block Grant-Coronavirus Phase 3 (CDBG-CVIII) Program Budget is hereby amended as follows:
 - a. Delete the COVID-19 Emergency Shelter Capacity Expansion Project for the Opportunity Center for the Homeless (\$100,000 CDBG-CVIII); and
 - b. Add \$550,000 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.
2. That the Department of Community and Human Development, through the Director, be authorized to make the above changes to the 2019-2020 Annual Action Plan in the United States Department of Housing and Urban Development’s program system.
3. That the City Manager, or designee, be authorized to take any actions necessary to accomplish the intent of this resolution upon approval by the City Attorney’s Office and Director of Community and Human Development Department.
4. Except as amended in the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth

Amendment, Tenth Amendment, and this Eleventh Amendment to the 2019-2020 Annual Action Plan and 45th Year CDBG Program Budget remains in full force and effect.

APPROVED this _____ day of _____ 2021.

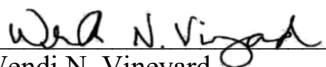
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole Ferrini, Director
Community and Human Development

The background is a high-angle, orange-tinted photograph of the El Paso city skyline. A large, semi-transparent white star is superimposed on the right side of the image, pointing towards the top right. The star's points extend over various buildings, including the Wells Fargo and Bank of America towers.

Addressing Homelessness

Providing for the Needs of the Most Vulnerable During the COVID Crisis

A Path Upward After Delta

As of **April 13, 2021** no new intakes are accepted at the Delta Site Temporary Shelter.

A **6 Step Plan** has been put in place to protect the homeless population as the pandemic continues.

Welcome Center Entry Point at the OC

Single Access Point

On Site Rapid Testing

Coordination with OEM

Continuing Homeless Vaccination

Oversight + Case Management

Wrap Around Services + A Warm Handoff

Transportation

Safe and Secure movement

Overflow Capacity

Inspira Hotel Location: Activated only after shelter capacity is reached

This plan is the result of **partnerships** put in place well before the pandemic began as well as **existing CARES related agreements**.

As of **April 30, 2021**, the Delta Site Temporary Shelter has been closed.

Coordinating Initiatives + Investment

\$350k Transportation

Transportation is made available to and from testing and quarantine facility, to and from the overflow facility and between emergency shelters.

\$250k Case Management

Project Amistad was awarded \$3.9 million in ESG-CV funds at the end of 2020 to assist in the exit of the Delta Site. Now their contract will be extended to provide intensive case management focused on connecting individuals with the support services that they need to move on from emergency shelter.

\$850K Overflow Capacity

The Inspira Hotel facility has been under contract since late 2020 to function as an overflow for the Delta site. It is proposed to continue to use this facility as overflow for the standing emergency shelter system.

**committed County investment*

\$550K Overflow Capacity

The total cost of the Inspira Hotel facility is \$1.4 million. \$850K will be contributed by the County of El Paso with the remainder funded by the City of El Paso through CDBG-CV funds.

Requested Actions

Item 31: That the Mayor be authorized to execute an inter-local agreement between the City of El Paso and El Paso County to provide **\$850,000 to support continued operation of the Inspira Hotel Temporary Emergency Shelter** in order to address the needs of persons experiencing homelessness in El Paso during COVID-19.

Item 34: That the **2019-2020 Annual Action Plan and 45th Year Community Development Block Grant-Coronavirus Phase 3 (CDBG-CVIII) Program Budget is amended** as described in the resolution and that the that the City Manager, or designee, be authorized to take any actions necessary to accomplish the intent of this resolution upon approval by the City Attorney's Office and Director of Community and Human Development Department.

MISSION



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

VISION



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



VALUES

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