

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

AGENDA FOR THE REGULAR COUNCIL MEETING

March 15, 2022

**COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM**

**THE LOCAL HEALTH AUTHORITY STRONGLY RECOMMENDS THE USE OF
MASKS IN ALL CITY FACILITIES AND INDOOR SPACES**

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 932-409-112#

AND

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

March 14, 2022

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 607-487-910#

Notice is hereby given that an Agenda Review Meeting will be conducted on March 14, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on March 15, 2022 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. <http://www.elpasotexas.gov/videos>

Via television on City15,

YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

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

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

At the prompt please enter the corresponding Conference ID:

Agenda Review, March 14, 2022 Conference ID: 607-487-910#
Regular Council Meeting, March 15, 2022 Conference ID: 932-409-112#

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:

Representatives Peter Svarzbein and Alexsandra Annello

A quorum of City Council must participate in the meeting.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Dolores Anguiano Recognition Day

Kayla Gomez Day

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of the Minutes of the Regular City Council Meeting of March 1, 2022 and the Agenda Review Minutes of February 28, 2022.

[22-269](#)

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. Excuse Representative Cassandra Hernandez from the March 15, 2022 Regular City Council Meeting. [22-304](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. Request City Council to approve budget transfer to increase FY2022 Confiscated Funds and appropriations as follows: State Confiscated Funds Budget by \$400,000; Federal Confiscated Funds Budget by \$150,000; Treasury Confiscated Funds Budget by \$200,000. [22-271](#)

All Districts

Police, Chief Gregory K. Allen, (915) 212-4305

Goal 3: Promote the Visual Image of El Paso

4. A Resolution approving the Solid Waste Lien at 1107 Myrtle owned by LMO Properties, LLC in the amount of \$409.50. [22-282](#)

District 8

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

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

5. A Resolution authorizing the Mayor to sign, on behalf of the City of El Paso, a First Amendment to the Interlocal Agreement between the City of El Paso ("City") and The University of Texas at El Paso ("UTEP"), regarding UTEP's assistance with the City's Intersection Safety Improvement Program, to extend the Term of the Agreement and update the project timelines accordingly, without any amendment to the compensation provisions of the Agreement. [22-268](#)

All Districts

Streets and Maintenance, Hannah Adele Allen, (915) 212-0118

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

6. Beatriz Castorena-Mata to the City Accessibility Advisory Committee by Representative Isabel Salcido, District 5. [22-301](#)
- Members of the City Council, Representative Isabel Salcido, (915) 212-0005

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

7. John J. Bryan II to the Building and Standards Commission by City Representative Cassandra Hernandez, District 3. [22-272](#)
- Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Goal 8: Nurture and Promote a Healthy, Sustainable Community

8. Victor M. Casas to the Veterans Affairs Advisory Committee by Representative Peter Svarzbein, District 1. [22-274](#)
- Members of the City Council, Representative Peter Svarzbein, (915) 212-1002
9. Edmundo Rodriguez Jr. to the City Accessibility Advisory Committee by Representative Cissy Lizarraga, District 8. [22-302](#)
- Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

10. 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) [22-280](#)
- All Districts**
Tax Office, Maria O. Pasillas, (915) 212-1737

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

11. Discussion and action to direct the City Manager to apply for all available funding opportunities including ARPA funds in order to fund the Phase 2 of the Body Worn Camera program for the El Paso Police Department. [22-266](#)
- All Districts**

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

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

12. Discussion and action on a Resolution formally requesting Texas Department of Transportation (TxDOT) consider an alternative design for Segment 2 (Downtown) of the Reimagine I-10 Project which considers the urban context of the location where the improvements are proposed and supports the City's successful Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant application. [22-303](#)

All Districts

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

13. Budget Update. [22-281](#)

All Districts

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

14. Presentation and discussion providing a preview of the 2022 Strategic Plan Goal Team report series. [22-285](#)

All Districts

City Manager's Office, Juliana 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: 932-409-112#

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 Thursday, 7:00 a.m. to 6:00 p.m.

Goal 3: Promote the Visual Image of El Paso

15. An Ordinance changing the zoning of a portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, 1500 Joe Battle Boulevard, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-3 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-267](#)

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: 1500 Joe Battle Boulevard
Applicant: City of El Paso, PZRZ21-00009

District 6

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

PUBLIC HEARING WILL BE HELD ON APRIL 12, 2022

16. An Ordinance releasing all conditions placed on property by Ordinance No. 8786 which changed the zoning of a portion of Lots 2 and 3 and all of Lots 4, 5, 6, 7 and 8, and the east 10' of Lot 9, Block 7, Golden Hill Addition, 1519 and 1525 Golden Hill Terrace Street, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-276](#)

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

Subject Property: 1519 and 1525 Golden Hill Terrace Street
Applicant: ML Real Property LLC, PZCR21-00001

District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, David Samaniego, (915) 212-1608

PUBLIC HEARING WILL BE HELD ON APRIL 12, 2022

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

17. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IVA - Parking prohibited during certain hours - school days only) of the City Code to amend paragraph A to delete certain streets and to add paragraph B to prohibit parking between the hours of 7:00 A.M. to 5:00 P.M. school days only on certain streets; amending section 12.88.030 (Schedules III - Parking prohibited at all times on certain streets), paragraph 355, to amend the prohibited parking area; amending section 12.88.200 (Schedules XVII - Restrictions on parking in residential districts) to amend Zone K to delete certain streets; amending 12.88.200 (Schedules XVII - Restrictions on parking in residential districts) to amend Zone N to amend prohibited parking times and add certain streets; the penalty being provided in Chapter 12.84 of the El Paso City Code. [22-236](#)

District 6

Streets and Maintenance, Hannah Allen, (915) 212-0118

18. An Ordinance amending the 2025 Proposed Thoroughfare System, as Incorporated into Plan El Paso, to delete the future extension of Bill Burnett Drive from Mercantile Avenue to Paseo del Este Boulevard. [22-251](#)

Extraterritorial Jurisdiction

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

REGULAR AGENDA - OTHER BUSINESS:

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

19. Discussion and action on a Resolution authorizing the City Manager or his designee to establish appropriations in the amount of \$6,600,000, the City of El Paso is the recipient of the American Rescue Plan Act ("ARPA") grant funds in the amount of \$154,365,135, the City Council approves the appropriation of the grant funds from the Coronavirus State and Local Fiscal Recovery funds to cover expenses incurred for the purchase of Digital Video Recording System funds in accordance and compliance with the requirements stipulated by the American Rescue Plan Act and federal guidelines in the Final Rule. [22-279](#)

All Districts

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

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

20. Discussion and action on a Resolution that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services for Geotechnical and Materials Testing Services in support of the Streets and Maintenance [22-277](#)

Department on a task by task basis by and between the City of El Paso and the following consultant:

1. LOI Engineers

The On Call Agreement will be for an amount not to exceed Five Hundred Thousand and No/00 Dollars (\$500,000.00). 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 the On-Call Agreement.

All Districts

Capital Improvement Department, Sam Rodriguez (915) 212-1845

Goal 8: Nurture and Promote a Healthy, Sustainable Community

21. Discussion and action that the City consents to the assignment of the rights, duties and obligations under the contract 2006-015 to Assignee, who agrees to perform all duties under the contract as the Friedman contract is transferred to Waste Connections of El Paso, LB d/b/a BARCO. The termination clause will be amended such that the contractor shall have the option to require the City to reimburse it for any fees due and its unrecoverable investments in plant and facilities including its investment in real estate in the amount of \$160,000 (Termination/Transfer fee) 1) if the City exercises its right to terminate for convenience 2) if the Contractor suffers a material financial hardship from the contract as a result of significant changes in the scope or nature of the project or 3) if the Contractor terminates the Contract because of default by the City.

[22-283](#)

All Districts

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

EXECUTIVE SESSION

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

Representatives Peter Svarzbein and Aleksandra Annello

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089 DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED
MEETING

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Interpreter Services, you must email CityClerk@elpasotexas.gov at least 48 hours in advance of the meeting.

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

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



Legislation Text

File #: 22-269, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of March 1, 2022 and the Agenda Review Minutes of February 28, 2022.

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

March 1, 2022
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:04 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alessandra Annello, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga. Cassandra Hernandez requested to be excused.

INVOCATION BY POLICE, FIRE AND MINISTRY COORDINATOR FOR THE SHERIFF'S OFFICE, CHAPLAIN SAM FARAONE

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Women's History Month

Socorro De Anda Recognition Day

Ingeborg Heuser Recognition Day

NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Salcido, 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, Molinar, Rodriguez, Salcido, Rivera, and Lizarraga

NAYS: None

ABSENT: Representative Hernandez

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of February, 1, 2022, the Regular City Council Meeting of February 15, 2022, the Agenda Review Meeting Minutes of February 14, 2022 and the Corrected Agenda Review Meeting Minutes of January 31, 2022

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

*Motion made, seconded, and unanimously carried to **EXCUSE** Representative Cassandra Hernandez from the Regular City Council Meeting of Tuesday, March 01, 2022.

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CONSENT AGENDA - RESOLUTIONS:
.....

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

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

WHEREAS, the City of El Paso (the "City") is eligible to apply for grants through the Homeland Security Grant Division of the Office of the Governor of the State of Texas ("HSGD"); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 2998208 for the El Paso Police Department project identified as "Local Border Security Program FY23"; and

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

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

1. **THAT**, the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2998208, for the City of El Paso Police Department project identified as "Local Border Security Program FY23" to provide financial assistance to the City of El Paso.
 2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable;
 3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and
 4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division.
 5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which
- REGULAR CITY COUNCIL MEETING MINUTES MARCH 1, 2022 2

increase, decrease or de-obligate program funds, provided that no additional City funds are required.

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

4. RESOLUTION

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

THAT City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of the Yucca Park, located at 7975 Williamette Avenue, within the City of El Paso, El Paso County, Texas, as "Ralph T. Cloud Park"; and

THAT CJ Cloud, ("Applicant") shall incur the customary costs associated with the renaming of the park, such as installing or replacing signs with the park name or any other signs posted or affixed to a facility. Any proposed signs shall be reviewed and approved by both the Parks and Recreation Department and Applicant, (District 7).

Representative Rivera commented.

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

The following members of the public commented:

1. Elizabeth Cloud
2. Romelia Cloud
3. Sylvia Carreon
4. Fabiola Campos Lopez

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE THE ITEM** to the Regular Agenda.

2ND AND FINAL MOTION

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

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

NAYS: None

ABSENT: Representative Hernandez

CONSENT AGENDA – BOARD RE-APPOINTMENTS:

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

- 5.** *Motion made, seconded, and unanimously carried to **RE-APPOINT** Richarda Duffy Momsen to the Ethics Review Commission by Mayor Oscar Leeser.
-

6. *Motion made, seconded, and unanimously carried to **RE-APPOINT** David L. Kern to the Ethics Review Commission by Representative Peter Svarzbein, District 1.
7. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Elena Grasheim to the Ethics Review Commission by City Representative Cassandra Hernandez, District 3.
8. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Casey Antonio Williams to the Ethics Review Commission by Representative Henry Rivera, District 7.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

9. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Howard Pearlmuter to the Regional Renewable Energy Advisory Council by Representative Peter Svarzbein, District 1.
10. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Maria Fernanda Treviño to the Regional Renewable Energy Advisory Council by Representative Joe Molinar, District 4.

CONSENT AGENDA – BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

11. *Motion made, seconded, and unanimously carried to **APPOINT** Victor Hurtado to the Historic Landmark Commission by Representative Alessandra Anello, District 2.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

12. *Motion made, seconded, and unanimously carried to **APPOINT** Luis Miranda to the Regional Renewable Energy Advisory Council by Mayor Oscar Leeser.

CONSENT AGENDA – APPLICATION FOR TAX REFUNDS:

13. *Motion made, seconded, and carried to **APPROVE** the following tax refunds:
1. Luevano Enterprises Inc., in the amount of \$4,707.98 made an overpayment on January 29, 2022 of 2021 taxes.
(Geo. # 1115-999-1162-3342)
 2. Palm Desert El Paso LLC, in the amount of \$4,012.06 made an overpayment on January 29, 2022 of 2021 taxes.
(Geo. # 01MH-999-0000-0074)
 3. Estela Vera Salgado, in the amount of \$5,136.85 made an overpayment on January 31, 2022 of 2021 taxes.
(Geo. # C100-000-0000-0122)
 4. Richard Kern, in the amount of \$4,437.46 made an overpayment on February 4, 2022 of 2021 taxes.
(Geo. # E054-999-0390-0100)

5. Escrow Inc., in the amount of \$5,726.20 made an overpayment on December 30, 2021 of 2021 taxes.
(Geo. #E131-999-0040-6900)
6. Galterio Camara, in the amount of \$3,462.30 made an overpayment on December 6, 2019 of 2019 taxes.
(Geo. # G550-000-0230-0030)
7. Texstar Escrow, in the amount of \$6,771.13 made an overpayment on January 30, 2022 of 2021 taxes.
(Geo. # M028-999-0520-5100)
8. Jose Gerardo Bernal, in the amount of \$3,331.40 made an overpayment on January 31, 2022 of 2021 taxes.
(Geo. # M851-999-0100-4100)
9. Escrow Inc., in the amount of \$3,620.86 made an overpayment on January 30, 2022 of 2021 taxes.
(Geo. # P086-000-0150-2100)
10. Estela Vera Salgado, in the amount of \$3,360.40 made an overpayment on January 31, 2022 of 2021 taxes.
(Geo. # R576-999-0040-0900)
11. Victor Sanchez, in the amount of \$3,058.38 made an overpayment on January 31, 2022 of 2021 taxes.
(Geo. # S029-999-0240-6700)
12. Diana Borrego, in the amount of \$6,482.52 made an overpayment on January 13, 2022 of 2021 taxes.
(Geo. # T134-999-0090-0300)
13. CSK-Sun City Properties LLC, in the amount of \$4,151.44 made an overpayment on January 26, 2022 of 2021 taxes.
(Geo. # V893-999-1870-3900)
14. Jose L. Diaz, in the amount of \$5,345.23 made an overpayment on January 31, 2022 of 2021 taxes.
(Geo. # V893-999-3990-1500)
15. Oscar Ruiz, in the amount of \$7,396.67 made an overpayment on January 26, 2022 of 2021 taxes.
(Geo. # S812-999-0260-5300)
16. Kunlin Yang, in the amount of \$8,229.01 made an overpayment on January 31, 2022 of 2021 taxes.
(Geo. # V897-999-1200-3000)
17. Tom Avila (Freeway Carpets & Wood Floors), in the amount of \$2,522.70 made an overpayment on January 31, 2022 of 2021 taxes.
(Geo. # R183-999-0010-8000)

18. Norma Avila-Munoz, in the amount of \$3,679.86 made an overpayment on January 31, 2022 of 2021 taxes.
(Geo. # F856-999-0010-0600)
19. Rafael F. Munoz, in the amount of \$4,090.62 made an overpayment on January 31, 2022 of 2021 taxes.
(Geo. # W145-999-0040-3900)
20. Rafael F. Munoz, in the amount of \$5,439.49 made an overpayment on January 31, 2022 of 2021 taxes.
(Geo. # T213-999-0010-0700)
21. Roger E. Heidt, in the amount of \$4,342.63 made an overpayment on January 31, 2022 of 2021 taxes.
(Geo. # C231-999-0280-7300)
22. CoreLogic Tax Service, in the amount of \$21,646.43 made an overpayment on December 13, 2021 of 2021 taxes.
(Geo. # C883-999-0010-0950)
23. Charles Robert Frantz, in the amount of \$4,026.88 made an overpayment on January 31, 2022 of 2021 taxes.
(Geo. # V927-999-0160-2800)

.....
The Regular City Council meeting was **RECESSED** at 10:17 a.m. in order to convene the Mass Transit Department Board meeting.

The Regular City Council meeting was **RECONVENED** at 10:26 a.m.

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REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL
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Goal 2: Set the Standard for a Safe and Secure City
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- 14.** Presentation and update by the City Manager and staff on Phase 2 of the Body Worn Camera program for the El Paso Police Department.

Assistant Police Chief Zina Silva presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following City staff members commented:

- Mr. Tommy Gonzalez, City Manager
- Ms. Dionne Mack, Deputy City Manager of Public Safety
- Ms. Karla Nieman, City Attorney

The following members of the public commented:

1. Samantha Singleton Sherman
2. Avemaria Smart
3. Ray Mancera

NO ACTION was taken on this item.

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

15.

RESOLUTION

WHEREAS, in accordance with Section 370.251 of the Texas Transportation Code and the City of El Paso's Petition and Request for Authorization to Form the Camino Real Regional Mobility Authority, as approved by the Texas Transportation Commission, the terms for three (3) Camino Real Regional Mobility Authority (CRRMA) Board positions expire on February 1st of each year;

WHEREAS, in the event of a vacancy, reappointment, or replacement, Board member nominations shall be solicited by the Mayor from City Council by written notice for a period of not less than two (2) weeks, and upon completion of this two-week period, the Mayor shall review all received recommendations and those identified by the Mayor as well;

WHEREAS, the Mayor shall then make one (1) nomination for each position via presentation to the City Council at a City Council meeting and Council shall appoint a member for each open position by majority vote evidenced by City Council Resolution; and

WHEREAS, on January 19, 2022, the Mayor notified City Council in writing of the intent to appoint Board members and also provided an opportunity for Council members to provide recommendations for nominations by February 4, 2022;

WHEREAS, recommendations were received from Council;

WHEREAS, the Mayor now nominates a candidate for appointment for CRRMA Board Position 3 and Position 5 and re-appointment to Position 1 in accordance with the appointment process outlined herein and presents the nominations at a City Council meeting on March 1, 2022; and

WHEREAS, the City now desires to make an appointment for CRRMA Board Position 3 and Position 5 and re-appointment for Position 1 in accordance with the appointment process outlined herein.

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

That the City of El Paso hereby appoints to the Camino Real Regional Mobility Authority Marybeth Stevens for Position 3, Laura M. Enriquez for Position 5 due to expire on February 1, 2024, and re-appoints Joe D. Wardy for Position 1 due to expire on February 1, 2023, which shall take effect March 1, 2022.

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

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

NAYS: None

ABSENT: Representative Hernandez

.....
The Regular City Council meeting was **RECESSED** at 11:20 a.m. until Call to the Public.

The Regular City Council meeting was **RECONVENED** at 12:01 p.m.

.....
CALL TO THE PUBLIC – PUBLIC COMMENT:
.....

The following members of the public commented:

1. Ron Comeau
2. Barbara Valencia
3. Benjamin Alva
4. Steven Strummer
5. Sabrina Soto
6. Lisa Turner
7. Jason Jones

.....
REGULAR AGENDA – FIRST READING OF ORDINANCES:
.....

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

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

NAYS: None

ABSENT: Representative Hernandez

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

16. An Ordinance amending the Future Land Use Map (FLUM) contained in “Plan El Paso” for the properties legally described as a portion of Section 17, Block 79, Township 3 of the T & P RR Company Surveys, City of El Paso, El Paso County, Texas, from O6, Potential Annexation to G4, Suburban (Walkable).

Subject Property: South of Bob Hope Drive and East of Joe Battle Boulevard

Applicant: Socorro Independent School District, PLCP20-00001

17. An Ordinance changing the zoning of the following real property known as PARCEL 1: The East ½ of the Northeast ¼ of the Southwest ¼ of the Southwest ¼, Section 17, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) TO C-4 (Commercial); and, PARCEL 2: The East ½ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ & the West ½ of the Northwest ½ of the Southwest ¼ of the Southwest ¼, Section 17, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) TO C-4 (Commercial); and, PARCEL 3: The Southeast ¼ of the Southwest ¼ of the Southwest ¼, Section 17, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) TO C-4 (Commercial); and, PARCEL 4: The West ½ of the Southwest ¼ of the Southwest ¼ of the Southwest ¼ Section 17, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) TO C-4 (Commercial); and, PARCEL 5: The West ½ of the Southwest ¼ of the Northwest ¼ of the Southwest ¼, Section 17, Block 79, Township 3, Texas and Pacific

Railway Company Survey, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) TO C-4 (Commercial); and, PARCEL 6: The East ½ of the Southwest ¼ of the Southwest ¼ of the Southwest ¼, Section 17, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) TO C-4 (Commercial); and, PARCEL 7: The West ½ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼, Section 17, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) TO C-4 (Commercial); and, PARCEL 8: The West ½ of the Southeast ¼ of the Northwest ¼ of the Southwest ¼, Section 17, Block 79, Township 3, Texas and Pacific Railway Company Surveys City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) TO C-4 (Commercial); and, PARCEL 9: The East ½ of the Southeast ¼ of the Northwest ¼ of the Southwest ¼, Section 17, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) TO C-4 (Commercial); and, PARCEL 10: The East ½ of the Southwest ¼ of the Northwest ¼ of the Southwest ¼, Section 17, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) TO C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Bob Hope Drive and East of Joe Battle Boulevard
Applicant: Socorro Independent School District, PZRZ20-00016

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18. An Ordinance changing the zoning of a portion of Lot 12 and 13, save and except a portion thereof, R.L. Dorbandt Subdivision, 170 Polo Inn Road, City of El Paso, El Paso County, Texas from R-4 (Residential) to R-MU (Residential 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: 170 Polo Inn Road
Applicant: Ricardo Pacheco and Cynthia Pacheco, PZRZ21-00025

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19. An Ordinance granting Special Permit No. PZST21-00018, to allow for a crematorium on the property described as Lots 6 and 7, Block 2, Golden Gate Commercial Park, 1755 Zaragoza Road, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Of El Paso Code.

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

Subject Property: 1755 Zaragoza Road
Applicant: Golden Gate Family LTD, PZST21-00018

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PUBLIC HEARING FOR ITEMS 16 THROUGH 19 WILL BE HELD ON MARCH 29, 2022

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

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20. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IVA - Parking prohibited during certain hours - school days only) of the City Code to amend paragraph A to delete certain streets and to add paragraph B to prohibit parking between the hours of 7:00 A.M. to 5:00 P.M. school days only on certain streets; amending section 12.88.030 (Schedules III - Parking prohibited at all times on certain streets), paragraph 355, to amend the prohibited parking area; amending section 12.88.200 (Schedules XVII - Restrictions on parking in residential districts) to amend Zone K to delete certain streets; amending 12.88.200 (Schedules XVII - Restrictions on parking in residential districts) to amend Zone N to amend prohibited parking times and add certain streets; the penalty being provided in Chapter 12.84 of the El Paso City Code.
21. An Ordinance amending the 2025 Proposed Thoroughfare System, as Incorporated into Plan El Paso, to delete the future extension of Bill Burnett Drive from Mercantile Avenue to Paseo del Este Boulevard.

PUBLIC HEARING FOR ITEMS 20 AND 21 WILL BE HELD ON MARCH 15, 2022

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

22. RESOLUTION

WHEREAS, in 2013, the City of El Paso formally bid for Municipal Court Software, Solicitation No. 2013-211R; and

WHEREAS, on March 11, 2014, the City Council approved the award and purchase for Municipal Court Software, Solicitation No. 2013-211R to Justice Systems, Inc. ("Award"); and

WHEREAS, the City Council Agenda posting for March 25, 2014 stated that the award was for an initial amount of \$ 2,231,175.00 to develop and implement the software and a maintenance and support services agreement for years 2-5 in the amount of \$ 435,830.30 ("Maintenance and Support Agreement") ; and

WHEREAS, the Maintenance and Support Agreement executed by the City of El Paso provided pricing for a period of five years and a term that is renewed automatically for successive one-year periods unless cancelled by either party with thirty days' notice; and

WHEREAS, the parties now desire that City Council ratify the Award including updated pricing for maintenance and support for an additional five years for a total amount of \$ 789,237.50 and all Award terms and conditions remaining the same.

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

That the City Council ratify the award of Municipal Court Software, Solicitation No. 2013- 211R to Justice Systems, Inc. and that the City Council accept pricing for Maintenance and Support for an additional five year period for a total amount of \$789, 237.50. The terms and conditions of the ratified award will remain unmodified including the ability to terminate the Maintenance and Support Agreement with thirty days' notice. The City shall review the Award annually prior to the new fiscal year and terminate the Award in the event adequate funding is not allocated.

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

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

NAYS: None

ABSENT: Representative Hernandez

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

23. 1st MOTION:

Motion made Representative Rivera, seconded by Representative Molinar, and unanimously carried to **AWARD** Solicitation of 2022-0153 Officials and Assigners for Sports to Tommy E. Hawkins dba Permian Basin USSSA for a three (3) year term estimated amount of \$2,771,850.00. This contract will provide Officials and Assigners for Sports competitions.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$1,961,550.00 for the initial term, which represents a 242.08% increase due to changes in sports being officiated and additional games.

Department:	Parks and Recreation
Vendor:	Tommy E. Hawkins dba Permian Basin USSSA Midland, TX
Item(s):	All
Initial Term:	3 years
Annual Estimated Award:	\$923,950.00
Initial Term Estimated Award:	\$2,771,850.00 (3 years)
Account No.:	522110 - 451 - 1000 - 51270 - P5113
Funding Source:	General Fund
District(s):	All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Parks and Recreation Departments recommend award as indicated to Tommy E. Hawkins dba Permian Basin USSSA, the bidder offering the best value bid.

Representative Annello Commented.

Mr. Edward Rodriguez, Procurement Analyst, commented.

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

NAYS: None

ABSENT: Representative Hernandez

2nd MOTION

Motion made Representative Annello, seconded by Representative Rivera, and unanimously carried to **RECONSIDER** the item.

3rd AND FINAL MOTION:

Motion made Representative Annello, seconded by Representative Salcido, and unanimously carried to **AWARD** the Solicitation.

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

NAYS: None

ABSENT: Representative Hernandez

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

- 24.** Motion made by Representative Molinar, seconded by Salcido, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing to issue a Purchase Order to Alon Brands, Inc. referencing Contract 2019-474 Vehicle Offsite Fueling. This will be a change order to increase the award by \$648,750.00 for a total amount not to exceed \$3,243,750.00. This change order will cover expenses for the remainder of the contract. This change order will allow offsite fueling for all City fleet.

Department: Streets and Maintenance
Award to: Alon Brands, Inc.
Brentwood, TN
Total Estimated Amount: \$648,750.00
Account No.: 532 - 3600 - 531240 - 37020 - P3701
Funding Source: Internal Service Fund
District(s): All

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

NAYS: None

ABSENT: Representative Hernandez

-
- 25.** Motion made by Representative Molinar, seconded by Representative Rivera, and unanimously carried to **AWARD** Solicitation 2022-0375 Janitorial Services - Police Facilities to Ace Government Services LLC for an initial three (3) year term for an estimated amount of \$1,873,863.00. The award also includes a two (2) year option for an estimated amount of \$1,249,242.00. The total value of the contract is, including the initial term plus the option for a total of two (2) years, for an estimates amount of \$3,123,105.00. This contract will allow janitorial services at various Police facilities.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$621,727.20 for the initial term, which represents a 49.65% increase due to price increases.

Department: Streets and Maintenance
Vendor: Ace Government Services, LLC
El Paso, TX

Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$624,621.00
Initial Term Estimated Award:	\$1,873,863.00 (3 years)
Total Estimated Award:	\$3,123,105.00 (5 years)
Account No.:	532 - 1000 - 522060 - 31040 - P3120
Funding Source:	General Fund
District(s):	All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Ace Government Services, 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, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

ABSENT: Representative Hernandez

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

26. ORDINANCE 019305

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN THE THIRD AMENDMENT TO ORDINANCE NO. 019146, THE CONTRACT OF SALE BETWEEN THE CITY OF EL PASO AND VTRE DEVELOPMENT, LLC TO EXTEND THE DEADLINE BY WHICH THE BUYER MUST SUBMIT BUILDING PERMIT PLANS; AMEND THE PROPERTY BOUNDARIES TO A 29.3651 ACRE PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF INTERSTATE 10 AND PASEO DEL NORTE, LEGALLY DESCRIBED AS A PORTION OF LOT 1, BLOCK 1, EL PASO WEST, AS FILED IN BOOK 57, PAGE 6 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS; AMEND THE PURCHASE PRICE TO \$12,529,215.48; AND EXTEND THE CLOSING AND TERMINATION DATES.**

Motion duly made by Representative Salcido, 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, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

ABSENT: Representative Hernandez

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

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

27. *Motion made, seconded, and unanimously carried to **POSTPONE EIGHT WEEKS** an Ordinance amending Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.020 (Applicability) to clarify the Reasonable Sensibilities Standard; Section 9.40.030 (Sound Level Violations) to clarify the maximum sound level, that sound levels apply to properties producing the noise, and the locations of sound readings; Section 9.40.040 (Vibration) to clarify that Vibration Violations can occur on any affected property; Section 9.40.070 (Penalties) to clarify that the city may seek civil action and penalties of up to \$1,000 per day; Section 9.40.080 (Enforcement) to clarify which departments have authority to enforce; the penalty as provided in Section 9.40.070 of the City Code.
-

Goal 3: Promote the Visual Image of El Paso

28. *Motion made, seconded, and unanimously carried to **POSTPONE EIGHT WEEKS** an Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Article I (General Provisions), Section 5.03.020 (A) and Section 5.03.020 (E) (Definitions), Article II (Permit Application Process) Section 5.03.040 (B) (3) (Permit Application Processing), Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080 (B) (5) and Section 5.03.090 (A) (2), Article IV (Permit Standards), Section 5.03.110 (A) (Permit Standards), Article VI (Violation; Penalty) Section 5.03.130 (C) Violation and adding Section 5.03.130 (E); The penalty as provided in 5.03.130 of the El Paso City Code.
-

29. **ORDINANCE 019306**

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK UNIT THREE, REPLAT "A", AS RECORDED IN FILE NO. 20210042139, EL PASO COUNTY PLAT RECORDS; AND PORTIONS OF SECTIONS 22, 23, 26 AND 27, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-4 (COMMERCIAL) TO M-1 (LIGHT MANUFACTURING). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

SUBJECT PROPERTY: SOUTH OF LIBERTY EXPRESSWAY AND EAST OF GLOBAL REACH DRIVE

APPLICANT: CITY OF EL PASO, PZRZ21-00030

Motion duly made by Representative Lizarraga, 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, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None
ABSENT: Representative Hernandez

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

30.

ORDINANCE 019307

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST21-00016, TO ALLOW FOR A GOVERNMENTAL USE, BUILDING (FIRE STATION) ON THE PROPERTY DESCRIBED AS LOTS 17 TO 20, BLOCK 21, MONTCLAIR #3, 2405 MCRAE BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.320 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 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: 2405 MCRAE BOULEVARD
APPLICANT: CITY OF EL PASO, PZST21-00016.**

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, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None
ABSENT: Representative Hernandez

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

31.

ORDINANCE 019308

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING FOR THE PROPERTY DESCRIBED AS A PORTION OF LOT A, BLOCK 20, MONTCLAIR UNIT THREE, 9640 MONTWOOD DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE. THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH *PLAN EL PASO*, THE CITY'S COMPREHENSIVE PLAN.**

**SUBJECT PROPERTY: 9640 MONTWOOD DRIVE.
APPLICANT: 9640 MONTWOOD LLC, PZRZ21-00026**

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, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: Representative Annello

ABSENT: Representative Hernandez

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

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REGULAR AGENDA – OTHER BUSINESS:
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Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development
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32. **ITEM:** Discussion and action requesting City Council support for submission of the application entitled “Reclaiming Aerospace and Defense Manufacturing Dominance through Frontier Technologies” to Phase II of the U.S. Economic Development Administration’s Build Back Better Regional Challenge by the West Texas Aerospace and Defense Manufacturing Coalition, led by the University of Texas at El Paso’s Aerospace Center and of which the City of El Paso is a part.

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

Representatives Svarzbein, Salcido, and Rivera commented.

The following City staff members commented:

- Mr. Tommy Gonzalez, City Manager
- Mr. Sam Rodriguez, Director of Aviation
- Mr. Cary Westin, Senior Deputy City Manager

Motion made Representative Salcido, seconded by Representative Rivera, and unanimously carried to **SUPPORT** the submission of the application.

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

NAYS: None

ABSENT: Representative Hernandez

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

33. **RESOLUTION**

WHEREAS, on July 20, 2021 the City Council of the City of El Paso (CITY) awarded Contract 2021-0811 for Job Order Construction and Facilities Construction (CONTRACT) on a taskorder basis to Alpha Building Corporation (ALPHA) and Veliz Company, LLC dba Veliz Construction (VELIZ); and

WHEREAS, the value and duration of the CONTRACT for ALPHA and VELIZ, respectively, was \$4,000,000 over an initial, two-year period with three, one-year options at an additional \$2,000,000 per year for an aggregated maximum amount of \$10,000,000 for each VELIZ and ALPHA; and

WHEREAS, the CONTRACT has proven to be beneficial to the CITY in addressing the needs of the CITY in a timely and cost-efficient manner; and

WHEREAS, the CITY wishes to exercise the three, one-year options at this time;

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

That the City Manager be authorized to exercise the three, one-year options contemplated in the initial award of contract 2021-0811, for the Job Order Construction and Facilities Construction, at the rate of \$2,000,000 per year, for an aggregated maximum amount of \$10,000,000 over the five-year term of the contract with ALPHA and VELIZ, respectively; and that the increased amounts are within the appropriate budgets of the project for a total amount of \$20,000,000; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the exercise of the three, one year options of contract 2021-0811.

Representative Annello commented.

The following City staff members commented:

- Mr. Jerry DeMuro, Capital Improvement Assistant Director
- Mr. Tommy Gonzalez, City Manager
- Mr. Sam Rodriguez, City Engineer

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

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

NAYS: None

ABSENT: Representative Hernandez

.....
ADJOURN

.....
Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** this meeting at 12:23 p.m.

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

NAYS: None

ABSENT: Representative Hernandez

.....
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

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
February 28, 2022
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:04 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Peter Svarzbein, Alexsandra Anello, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga. Cassandra Hernandez and Joe Molinar requested to be excused.

The agenda items for the March 1, 2022 Regular City Council and Mass Transit Board Meetings were reviewed.

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4. CONSENT AGENDA – RESOLUTIONS

Resolution that City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of the Yucca Park, located at 7975 Williamette Avenue, within the City of El Paso, El Paso County, Texas, as “Ralph T. Cloud Park”; and that CJ Cloud, (“Applicant”) shall incur the customary costs associated with the renaming of the park.

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

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

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ITEMS 27 AND 28 WERE REVIEWED TOGETHER

27. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

An Ordinance amending Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.020 (Applicability) to clarify the Reasonable Sensibilities Standard; Section 9.40.030 (Sound Level Violations) to clarify the maximum sound level, that sound levels apply to properties producing the noise, and the locations of sound readings; Section 9.40.040 (Vibration) to clarify that Vibration Violations can occur on any affected property; Section 9.40.070 (Penalties) to clarify that the city may seek civil action and penalties of up to \$1,000 per day; Section 9.40.080 (Enforcement) to clarify which departments have authority to enforce; the penalty as provided in Section 9.40.070 of the City Code.

28. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

An Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Article I (General Provisions), Section 5.03.020 (A) and Section 5.03.020 (E) (Definitions), Article II (Permit Application Process) Section 5.03.040 (B) (3) (Permit Application Processing), Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080 (B) (5) and

Section 5.03.090 (A) (2), Article IV (Permit Standards), Section 5.03.110 (A) (Permit Standards), Article VI (Violation; Penalty) Section 5.03.130 (C) Violation and adding Section 5.03.130 (E); The penalty as provided in 5.03.130 of the El Paso City Code.

Mayor Leeser and Representatives Annello and Lizarraga commented.

Ms. Diana Nunez, Assistant City Clerk, commented.

.....
Motion made by Representative Rivera, seconded by Representative Lizarraga, and unanimously carried to **ADJOURN** this meeting at 9:24 a.m.

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

NAYS: None

ABSENT: Representatives Hernandez and Molinar

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-304, 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.

AGENDA LANGUAGE:

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

Excuse Representative Cassandra Hernandez from the March 15, 2022 Regular City Council Meeting.



Legislation Text

File #: 22-271, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Police, Chief Gregory K. Allen, (915) 212-4305

AGENDA LANGUAGE:

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

Request City Council to approve budget transfer to increase FY2022 Confiscated Funds and appropriations as follows: State Confiscated Funds Budget by \$400,000; Federal Confiscated Funds Budget by \$150,000; Treasury Confiscated Funds Budget by \$200,000.

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

AGENDA DATE: March 15, 2022

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Gregory K. Allen, Chief of Police, El Paso Police Department (915) 212-4305

DISTRICT(S) AFFECTED: All

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

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

SUBJECT:

Request City Council to approve budget transfer to increase FY2022 Confiscated Funds and appropriations as follows: State Confiscated Funds Budget by \$400,000; Federal Confiscated Funds Budget by \$150,000; Treasury Confiscated Funds Budget by \$200,000.

BACKGROUND / DISCUSSION:

Funds are received through awards made by the Asset Forfeiture Program and must be used to further law enforcement activities. The proposed FY2022 Confiscated Funds Budget will allow the Police Department to purchase public safety equipment such as forensic software and training equipment, provide training to employees, and fund Police Explorers youth program. The major planned purchases are detailed in the attached document

SELECTION SUMMARY:

NA

CONTRACT VARIANCE:

No contract variance

PROTEST

NA

PRIOR COUNCIL ACTION:

City Council approved FY21 Confiscated Funds Budget Transfer on February 02, 2021.

AMOUNT AND SOURCE OF FUNDING:

Funding from State, Federal, and Treasury Confiscated Funds

321-21270-2814 \$400,000

321-21270-2812 \$150,000

321-21270-2816 \$200,000

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: NA

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

DEPARTMENT HEAD:



Gregory K. Allen, Chief of Police, El Paso Police Department



El Paso Police Department

MAYOR

Oscar Leaser

CITY COUNCIL

District 1

Peter Svarzbein

District 2

Alexandra Anello

District 3

Cassandra Hernandez

District 4

Joe Molinar

District 5

Isabel Salcido

District 6

Claudia L. Rodriguez

District 7

Henry Rivera

District 8

Cissy Lizarraga

CITY MANAGER

Tommy Gonzalez

TO: Katherine N. Cote, Chief Budget Officer

FROM: Gregory K. Allen, Chief of Police *AKA*

DATE: 3/3/22

RE: FY 2022 Confiscated Fund Budget Transfer

The Guide to Equitable Sharing for State and Local Law Enforcement Agencies published by the U. S. Department of Justice states that funds received from state and federal agencies derived from forfeited assets shall only be used by law enforcement agencies for law enforcement purposes. The proposed FY 2022 Confiscated Fund budget will allow the El Paso Police Department to provide public safety equipment to officers, provide training to employees, and fund Police Explorers youth program.

The FY 2022 confiscated fund program totals \$750,000. Summarized below are the major purchases for the FY 2022 Confiscated Fund program:

- A. Contractual Services - \$ 160,595
Includes leased vehicles for the Internal Affairs Division, explorers program for each regional command center, and outside consultants.
- B. Aviation Fuel and Maintenance - \$ 10,000
- C. Travel and mileage reimbursement - \$ 97,745
Travel for uniform and non-uniform personnel to attend various training and certification courses; mileage reimbursement for Chaplains and volunteers.
- D. Computer Equipment and Software - \$ 223,850
Purchase computer screens, whiteboards for academy, photo transfer software for the crime lab, and forensic investigative tools for digital devices.



Gregory K. Allen – Chief of Police

Police Headquarters | 911 N. Raynor | El Paso, TX 79903

Office (915) 212-4000 | www.elpasotexas.gov/police



DELIVERING EXCEPTIONAL SERVICES



El Paso Police Department

MAYOR

Oscar Leaser

CITY COUNCIL

District 1

Peter Svarzbein

District 2

Alexandra Anello

District 3

Cassandra Hernandez

District 4

Joe Molinar

District 5

Isabel Salcido

District 6

Claudia L. Rodriguez

District 7

Henry Rivera

District 8

Cissy Lizarraga

E. Substance Abuse and Prevention - \$ 40,000

Per City Council directive, 10% of state confiscated funds must be allocated to drug prevention programs. The funds are to be disbursed to non-profit agencies in collaboration with Community Development.

F. Public Safety Equipment and Operation Improvements - \$ 217,810

Purchase laser scanner for traffic investigations, polygraph sensors, batons with baton holders, raid jackets and supply confidential informant funds.

If you have any questions, you can reach me at 212-4311

CITY MANAGER

Tommy Gonzalez



Gregory K. Allen – Chief of Police

Police Headquarters | 911 N. Raynor | El Paso, TX 79903

Office (915) 212-4000 | www.elpasotexas.gov/police



DELIVERING EXCEPTIONAL SERVICES



**El Paso Police Department
FY 2022 Confiscated Funds Requests**

Section	Item Description	Estimated Cost
Department Wide	Raid Jackets	12,400.00
Department Wide	RR24 Police Batons with baton holders	125,400.00
Admin	Travel and Training	97,745.00
Admin	Outside Contracts	50,000.00
Admin	Police Explorer Program	11,000.00
Admin	Community Development Substance Abuse and Prevention	40,000.00
Internal Affairs Division	(11) Leased Vehicles (unmarked)	99,595.00
Academy	(2) Interactive Whiteboards for Police Academy classrooms	7,000.00
Human Resources	Sensor for Polygraph system to detect movement	1,700.00
Human Resources	Wearable sensor for Polygraph system to monitor vitals	1,310.00
CRCC	(15) DELL 20" Computer screens	3,750.00
STI	Faro Focus 350 plus laser Scanner & accessories	57,000.00
Narco	Confidential Informant Funds	20,000.00
Narco	Aviation Fuel	5,000.00
Narco	Aviation Maintenance and Supplies	5,000.00
Criminalistics	Digital TraQ - Photo Transfer Software	185,000.00
FCU	Forensics Access Tool to aid in investigations with digital devices	28,100.00

Total 750,000.00



Legislation Text

File #: 22-282, 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

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.

A Resolution approving the Solid Waste Lien at 1107 Myrtle owned by LMO Properties, LLC in the amount of \$409.50.

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

AGENDA DATE: March 15, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Managing Director (915) 212-6000

DISTRICT(S) AFFECTED: 8

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

SUBGOAL:

SUBJECT:

A resolution approving the Lien on 1107 Myrtle owned by LMO Properties LLC for \$409.50.

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LMO PROPERTIES, 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:

1107 Myrtle Ave, more particularly described as Lot 19 &20 (6000 Sq Ft), Block 15, Franklin Heights Subdivision, City of El Paso, El Paso County, Texas, PID #F607-999-0150-4300

to be \$409.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of March, 2021, 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 NINE AND 50/100 DOLLARS (\$409.50) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

PASSED AND APPROVED this _____ day of _____, 202__.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

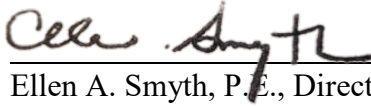
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, 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 _____, 202____,
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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



Legislation Text

File #: 22-268, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Streets and Maintenance, Hannah Adele Allen, (915) 212-0118

AGENDA LANGUAGE:

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

A Resolution authorizing the Mayor to sign, on behalf of the City of El Paso, a First Amendment to the Interlocal Agreement between the City of El Paso ("City") and The University of Texas at El Paso ("UTEP"), regarding UTEP's assistance with the City's Intersection Safety Improvement Program, to extend the Term of the Agreement and update the project timelines accordingly, without any amendment to the compensation provisions of the Agreement.

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

AGENDA DATE: March 15, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Hannah Adele Allen (Williams), (915) 212-0118

DISTRICT(S) AFFECTED: Citywide

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network
All

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system
All

SUBJECT:

A resolution authorizing the Mayor to sign, on behalf of the City of El Paso, a First Amendment to the Interlocal Agreement between the City of El Paso ("City") and The University of Texas at El Paso ("UTEP"), regarding UTEP's assistance with the City's Intersection Safety Improvement Program, to extend the Term of the Agreement and update the project timelines accordingly, without any amendment to the compensation provisions of the Agreement.

BACKGROUND / DISCUSSION:

This agreement is a sub-agreement stemming from our 2018 MOU with UTEP.

The purpose of this first amendment is to extend the agreement to May 17, 2022 to improve safety at street intersections in the City by analyzing data for fatal and serious injury crashes and prioritizing the vulnerable users, through the implementation of the Intersection Safety Improvement Program (ISIP).

UTEP has staff qualified to analyze relevant traffic-related data and provide recommendations for improving safety at intersections. UTEP is to produce and deliver a written Project Report with a minimum of the top 10 ranking intersections with countermeasures, conceptual renderings and preliminary cost estimate.

PRIOR COUNCIL ACTION:

- ❖ Funding approved with FY22 Budget
- ❖ October 12, 2021 – City Council approved Resolution

AMOUNT AND SOURCE OF FUNDING:

\$38,160.00 – General Fund - 1000-532-32020-53203 Public Access Maintenance (Intersection Safety Improvement Program funding) (no change)

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Richard Bristol

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

Revised 04/09/2021

RESOLUTION

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

That the Mayor be authorized to sign a First Amendment to the Interlocal Agreement between the City of El Paso ("City") and the University of Texas at El Paso ("UTEP") regarding UTEP's assistance with the City's Intersection Safety Improvement Program, to extend the Term of the Agreement and update the project timelines accordingly, without any amendment to the compensation provisions of the Agreement.

APPROVED THIS _____ DAY OF _____ 2022.

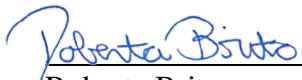
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

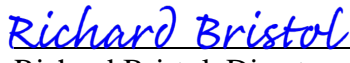
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets and Maintenance Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT
TO INTERLOCAL
AGREEMENT**

This First Amendment to the Interlocal Agreement is made by and between the CITY OF EL PASO, a Texas municipal corporation (the “City”), and THE UNIVERSITY OF TEXAS AT EL PASO (“UTEP”) (collectively, the “Parties”).

WHEREAS, on October 12, 2021, the Parties entered into an Interlocal Agreement (the “Agreement”) whereby UTEP would provide traffic collision data analysis and mitigation measurements for use in the City’s Intersection Safety Improvement Program in exchange for compensation in the total amount of \$38,160.00 over the Term of the Agreement; and

WHEREAS, the parties desire to enter into a First Amendment to extend the Term of the Agreement and to adjust the Project Timelines accordingly; and

WHEREAS, the Parties agree that there will be no change to the compensation amount or the compensation schedule as set forth in the Agreement.

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

1. Attachment “B” (“Project Timeline”) to the Agreement is hereby replaced with the Attachment “B” (“Project Timeline”) attached hereto which reflects a new termination date of May 17, 2022.
2. Section 3 of the Agreement is hereby amended to read in its entirety as follows:

SECTION 3. TERM.

This Agreement shall commence on October 18, 2021 (“Effective Date”) and terminate on May 17, 2022 (“Term”).

3. All terms and conditions of the Agreement except as herein revised, shall remain in full force and effect.

(Signatures on the Following Page)

Signature Page

WITNESS THE FOLLOWING SIGNATURES AND SEALS:


THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

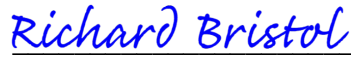
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets and Maintenance Department

**THE UNIVERSITY OF TEXAS AT
EL PASO**

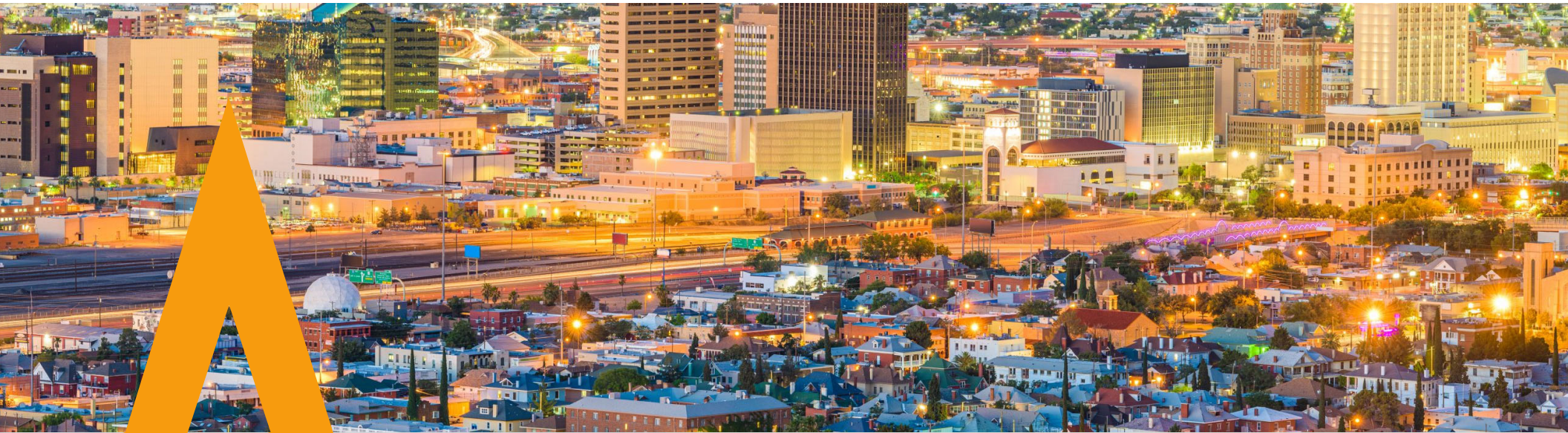


Stephen B. Aley
Associate Vice President for Research

ATTACHMENT B

PROJECT TIMELINE

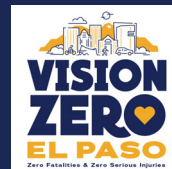
Task	Project Month 1 (Oct. 18 – Nov. 17)	Project Month 2 (Nov. 18 – Dec. 17)	Project Month 3 (Dec. 18 – Jan. 17, 2022)	Project Month 4-7 (Jan. 18 – May 17, 2022)
1. Review & recommend revisions in the overall development and process of the ISIP.	X	X		
2. Acquire relevant traffic collision data from TxDOT's CRIS & relevant collision mapping from City.	X			
3. Analyze CRIS & relevant collision mapping from City by organizing records by intersections; types of collisions; type of user; severity; & collision contributing factors.	X	X		
4. Identify the intersections with highest risks of traffic collisions by fatality rate; collision rate; & collision frequency.		X		
5. For each high-risk intersection identified in Subparagraph 1.4, develop short-term & long-term countermeasures; create conceptual renderings of the modifications; & determine preliminary cost estimates.			X	X
6. Produce & deliver written Project Report, as specified in Paragraph 6 of Exhibit "A".			X	X



Interlocal Agreement First Amendment:

Intersection Safety Improvement Program (ISIP)

City of El Paso &
University of Texas at El Paso



March 15, 2022

Program Initiatives

Align with ALL Strategic Plan Goals:

- Goal 1. Cultivate an Environment Conducive to Strong, Sustainable Economic Development
- Goal 2. Set the Standard for a Safe and Secure City
- Goal 3. Promote the Visual Image of El Paso
- Goal 4. Enhance El Paso's Quality of Life Through Recreational Cultural and Educational Environments
- Goal 5. Promote Transparent and Consistent Communication Amongst All Members of the Community
- Goal 6. Set the Standard for Sound Governance and Fiscal Management
- Goal 7. Enhance and Sustain El Paso's Infrastructure Network
- Goal 8. Nurture and Promote a Healthy, Sustainable Community



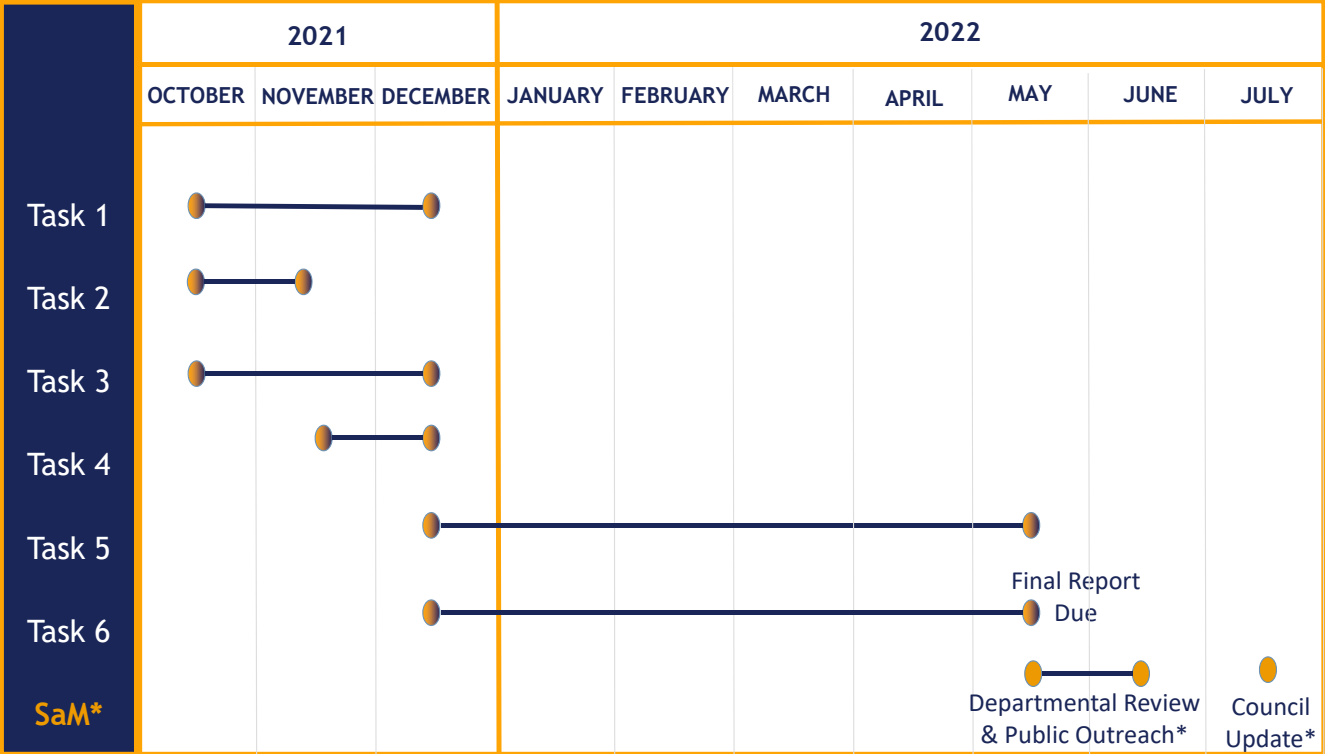
General Information (*updated*)

Previous Council Action:	Funding approved with FY22 Budget Interlocal Agreement Approved
Entities:	City of El Paso & University of Texas at El Paso
Scope & Purpose:	Citywide; Produce and deliver a written Project Report with a minimum of the top 10 ranked intersections <ul style="list-style-type: none"> ❖ Countermeasures ❖ Conceptual renderings ❖ Preliminary cost estimate
*Project Duration:	4 6 months
Start of Agreement:	October 18, 2021
*End:	February 17, 2022 May 17, 2022



Project Timeline: First Amendment

Task	Description
1	Review & recommend revisions in the overall development and process of the ISIP
2	Acquire relevant traffic collision data from TxDOT's CRIS & from City
3	Analyze CRIS data by organizing records by intersections; types of collisions; type of user; severity; & collision contributing factors
4	Identify the intersections with highest risks of traffic collisions by fatality rate; collision rate; & collision frequency
5	For each high-risk intersection, develop short-term & long-term countermeasures ; create conceptual renderings of the modifications; & determine preliminary cost estimates
6	Produce & deliver written Project Report



● *Streets & Maintenance Responsibilities



Requested Council Action

This agreement is a sub-agreement stemming from our 2018 MOU with UTEP

A resolution authorizing the Mayor to sign, on behalf of the City of El Paso, a First Amendment to the Interlocal Agreement between the City and UTEP to **extend the agreement to May 17, 2022** for the continued implementation of the Intersection Safety Improvement Program being developed by the City's Streets and Maintenance 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, Respect, Excellence, Accountability, People



Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad



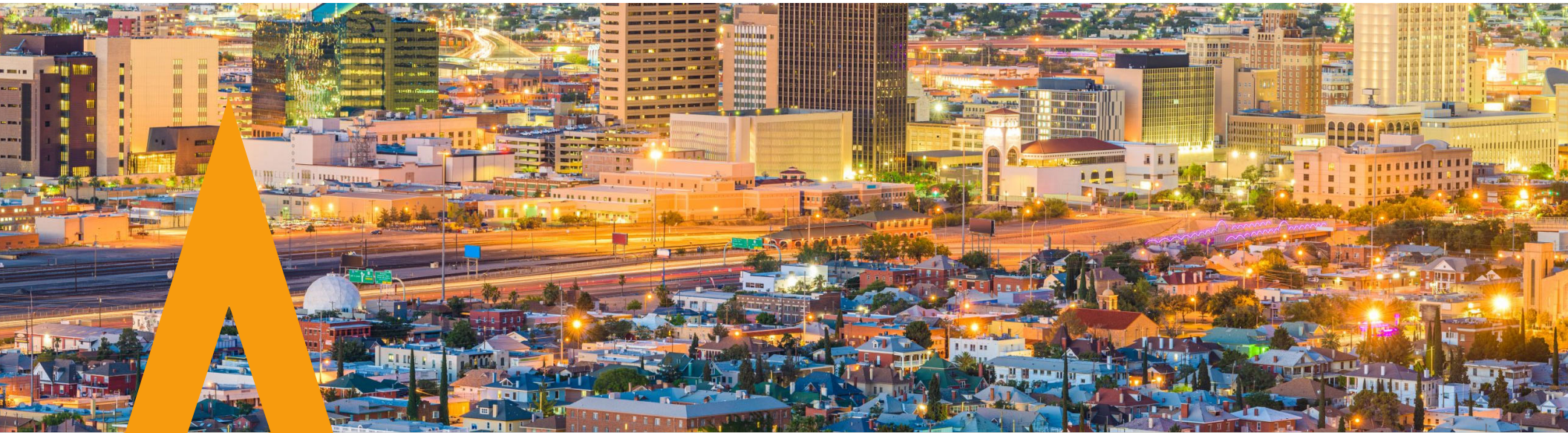
Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Valores

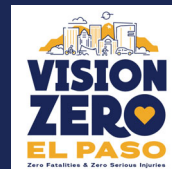
Integridad, Respeto, Excelencia, Responsabilidad, Personas



Interlocal Agreement First Amendment:

Intersection Safety Improvement Program (ISIP)

City of El Paso &
University of Texas at El Paso



March 15, 2022

Program Initiatives

Align with ALL Strategic Plan Goals:

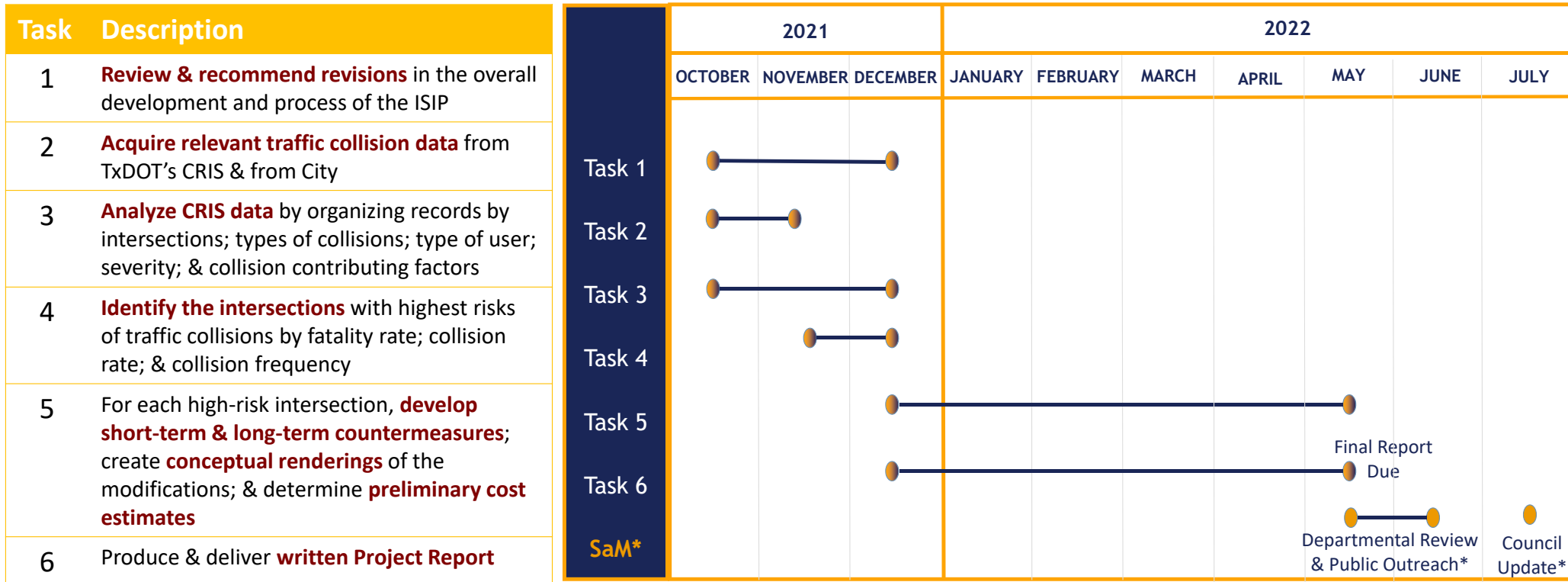
- Goal 1. Cultivate an Environment Conducive to Strong, Sustainable Economic Development
- Goal 2. Set the Standard for a Safe and Secure City
- Goal 3. Promote the Visual Image of El Paso
- Goal 4. Enhance El Paso's Quality of Life Through Recreational Cultural and Educational Environments
- Goal 5. Promote Transparent and Consistent Communication Amongst All Members of the Community
- Goal 6. Set the Standard for Sound Governance and Fiscal Management
- Goal 7. Enhance and Sustain El Paso's Infrastructure Network
- Goal 8. Nurture and Promote a Healthy, Sustainable Community



General Information (*updated*)

Previous Council Action:	Funding approved with FY22 Budget Interlocal Agreement Approved
Entities:	City of El Paso & University of Texas at El Paso
Scope & Purpose:	Citywide; Produce and deliver a written Project Report with a minimum of the top 10 ranked intersections <ul style="list-style-type: none"> ❖ Countermeasures ❖ Conceptual renderings ❖ Preliminary cost estimate
*Project Duration:	4 6 months
Start of Agreement:	October 18, 2021
*End:	February 17, 2022 May 17, 2022

Project Timeline: First Amendment



● *Streets & Maintenance Responsibilities

Requested Council Action

This agreement is a sub-agreement stemming from our 2018 MOU with UTEP

A resolution authorizing the Mayor to sign, on behalf of the City of El Paso, a First Amendment to the Interlocal Agreement between the City and UTEP to **extend the agreement to May 17, 2022** for the continued implementation of the Intersection Safety Improvement Program being developed by the City's Streets and Maintenance Department.



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Integrity, Respect, Excellence, Accountability, People



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Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-301, 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.

Beatriz Castorena-Mata to the City Accessibility Advisory Committee by Representative Isabel Salcido, District 5.

DATE: 03/9/2022

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 March 15, 2022

Item should read as follows: Re-appointment of Beatriz Castorena-Mata to the City Accessibility Advisory Committee by Representative Isabel Salcido, District 5.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: City Accessibility Advisory Committee

NOMINATED BY: Isabel Salcido DISTRICT: 5

NAME OF APPOINTEE Beatriz Castorena-Mata
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: El Paso ST: TX 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?

NAME OF INCUMBENT: Beatriz Castorena-Mata

EXPIRATION DATE OF INCUMBENT: 12/22/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 03/15/2022

TERM BEGINS ON: 12/23/2021

EXPIRATION DATE OF NEW APPOINTEE: 12/22/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: _____

2nd TERM: X

UNEXPIRED TERM: _____

BEATRIZ CASTORENA-MATA

To who it may concern

My name is Beatriz Y. Mata I am a mother of a youth adult 28 Years old with autism. Based on my experience working with families with individuals with Intellectual and development disabilities for more than 20 years, I am certain in my ability to become a central member of your team.

I am a very active mother of a young/adult with autism committed with my community, member of several parent support groups and organizations helping families of individuals with disabilities, I am a presenter, speaker and advocate. Throughout my life I have met key people who have helped me to learn and educate myself about autism mainly, different disabilities and special education.

I have excellent communications and interpersonal skills; reliable, honest, well organized, caring and able to work efficiently with individuals with intellectual and development disabilities and their families. My enclosed resume will provide you with more details about my qualifications and skills.

Some of my experience:

- More than 20 years working with families with people with IDD (Intellectual and Developmental Disabilities)
- Organizing different kind of awareness events, like conferences, workshops, health fairs, run/walks and fundraisings.
- Advocacy and support to families

Thank you for your time and consideration.

Betty Castorena-Mata



Beatriz Castorena-Mata

Experience

November 2016–Present

Assistant Manager • IDD Institute • The Arc of El Paso

Assistant manager at IDD Institute, assistance in the development of projects, events and workshops focused on general information on disabilities, given to families, staff, professionals and general public

2009–2015

Director • owner • Titi's Daycare

Childcare director and child care provider, taking care of children from newborn until 12 years old, transporting to schools

2015–Present

Foster companion/Caring Matters

Foster care companion, assisting daily living skills to my son who has autism

Education

COBACH no. 6 (Colegio de Bachilleres)

High School diploma, graduated 1989

El Paso Community College

English as a Second Language, 2001, 2002

CDA (Children Development Associate),

Council for Professional Recognition, graduated 2011

CHW (Community Health Worker)

Familias Triunfadoras, Inc. 2010, graduated 2016



Leadership

President of "Mentes Brillantes" parent support group, 2001-2002

Directing parent support meetings and looking for presenters.

President of CDIC (Children's Disabilities Information Coalition)

During this period the Parent Community Resource Center was founded with federal funds of OSEP.

Vice-President of St. Pius X Special Need Group 2011-2019

Ministry of St. Pius X Catholic Church, providing entertainment to individuals with IDD, like sports (Special Olympics), folklorico, choir, social events and more.

Vice-President of The Autism Society of El Paso 2015-2019

Awareness and support to those affected with autism and their families.

Board member of Miracle League of El Paso 2013-Present

Chair of Lords and Ladies, annual talent show and competition for people with disabilities.

Executive Director of Angel's Mission June 2019-Present

Angel's Mission is created after more than 20 years of experience working for Integration through inclusion, creating support in the community with education and empowerment in families.

References

[Available upon request.]





El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-272, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

John J. Bryan II to the Building and Standards Commission by City Representative Cassandra Hernandez, District 3.

John J. Bryan II

QUALIFICATIONS/SKILLS

- Injury free work history.
- Extensive knowledge of construction safety and building standards.
- Extensive knowledge of railroad safety and hazardous material protocols.
- Background in operations management.
- Extensive knowledge of mechanical concepts.
- Strong technical aptitude.
- Strong ability to comprehend and implement complicated plans, instructions, and diagrams.
- Skilled in many areas of computer software and hardware platforms.
- Bilingual – English/Spanish

Experience includes management of daily operations, responsible for implementation of safe work practices while increasing production and reducing accidents, lost time, and injuries. Supervise staff including training, scheduling, and employee evaluations.

CERTIFICATIONS AND TRAINING

- OSHA / MSHA Certification 2014
- Rail Security Coordinator Certification 2013
- Crisis Management 2013
- PowerPoint
- Advanced Excel 2013
- Locomotive Engineer Promotion, 2001
- Locomotive Engineer Training, BNSF Railway, 2001
- Yardmaster Apprentice Program, BNSF Railway, 1999
- Conductor Certification, 1998
- Conductor Training Program, BNSF Railway, 1998

PROFESSIONAL EXPERIENCE

Sun City Builders & Remodeling Co.

January 2015 - Present

President / Owner / Operator

Responsible for daily operations to include all aspects of company operations.
Interview and hiring of all employees.
Plan and Design new and future projects.
Review plans and specifications for all projects.
Provide estimating services and cost breakdown for new and future projects.
Material assessment and ordering.
Supervise in house crews and sub-contractors.
Perform on site visits for safety compliance and quality control.
Meet directly with residential and commercial clients.
Ensure that all projects are completed on time and under budget.
Manage financials, bookkeeping, and payroll.
Provide health and safety training.

CEMEX – WESTERN RAILROAD**Dec 2012 - January 2015****Railroad Operations Supervisor:**

Interviewing and hiring of employees. Supervise crews and ensure that job requirements are met in a safe and timely manner. Instruct crews in the safe and proper handling of materials. Coordinate with managers from other departments, dispatchers, and Union Pacific Railroad officials in order to maintain a smooth and continuous flow of traffic. Supervise the loading of 95 rail cars of different size rock and 60 rail cars of cement daily. Create a train list and a bill of lading for each outbound train. Train and certify Engineers on Locomotives and Remote Control Units. Train and certify conductors.

Safety Manager:

Responsible for all safety aspects of rail facility not limited to running of safety meetings, training employees, inspection of equipment, and maintaining a safe and healthy environment. Correct and ensure that prompt repairs are made to safety hazards. Ensure compliance with OSHA, MSHA, and FRA regulations.

Rail Security Coordinator:

Serve as the first point of contact with the Transportation Security Administration for communication of transportation security issues. Coordinate security practices with law enforcement and emergency response entities. Increase production and profits while reducing accidents and injuries.

Burlington Northern Santa Fe Railway**1998 – Dec 2012**

Locomotive Engineer: Responsible for safe handling of freight equipment as well as the overall operation and function of train. Also responsible for compliance with FRA regulations. Coordinate with ground crews in the maneuvering and guiding of the train. Experience includes both Road and Yard service.

Chairman BNSF Safety Committee: Responsible for the overall Safety and Health concerns of the San Antonio and Eagle Pass terminals. Responsible for presenting safety issues and concerns to safety supervisors and upper management. Hold safety marathons. Make suggestions to improve worker moral and general safety and well being.

Yardmaster: Supervise and direct up to 10-three men crews within a given day. Responsible for direct communication with dispatchers, trainmasters, and crews. Working under the direction of the terminal manager and superintendent. Responsible for distribution, direction, and relay of information to crews.

Road Conductor: Responsible for train cars setouts and pickups. Responsible for direct communication with the train master, dispatcher, and other immediate supervisors. Prepare and provide paper work including Hazardous Materials and Waste waybills and manifests. Responsible for assuring compliance with train handling regulations and hazardous material compliance mandated by the Federal Railroad Administration.

Yard Foreman: Responsible for reading and interpreting switch lists and organizing them in order to effectively and efficiently facilitate the switching arrangement.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-274, 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) 212-1002

AGENDA LANGUAGE:

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

Victor M. Casas to the Veterans Affairs Advisory Committee by Representative Peter Svarzbein, District 1.

DATE: 03/04/2022

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 March 15, 2021

Appointment of Victor M. Casas to the Veterans Affairs Advisory Committee by Representative

Item should read as follows: Peter Svarzbein, District 1.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Veterans Affairs Advisory Committee

NOMINATED BY: Representative Peter Svarzbein DISTRICT: 1

NAME OF APPOINTEE Victor M. Casas
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: El Paso ST: TX 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: NONE

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: NONE

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

NONE

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Tephania Hopper

EXPIRATION DATE OF INCUMBENT: 09/07/2023

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: _____
RESIGNED X
REMOVED _____

DATE OF APPOINTMENT: 03/15/2021

TERM BEGINS ON: 03/15/2021

EXPIRATION DATE OF NEW APPOINTEE: 09/07/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: _____

2nd TERM: _____

UNEXPIRED TERM: X

Victor M. Casas

Experience:

Olympic Gold Meats

01/2001 – 04/2001

540 West 15th Street Long Beach, CA 90813

Warehouse Receiver

Shipping and Receiving

Loading and Unloading

Operated Stand-on Pallet Jacks

Pilgrim's Pride

05/2001-11/2002

Warehouse Receiver

Shipping and Receiving

Loading and Unloading

Operated Stand-on Pallet Jacks

Operated forklift when needed

United States ARMY 1

11/2002-10/2010

Fire Support Sergeant

Trained soldiers on basic warrior skills

Trained soldiers on Job specialty skills

Accountable for over\$ 400, 000 in equipment

Commercial Screen Printing Inc.

0/2010-03/2011

Screen Printer Assistant

Screen Emulsion/ Exposing

Maintained Warehouse

Shipping and Receiving

RedLine Marketing

11/2010

Promotions Las Cruces NM
Coke Zero

Victory Marketing
08/2011

Promotions EP TX "PS Aeropostle"
Teach children to decorate T-shirts
Set up and break down station

BPI Brand Marketing Solutions Inc.
09/2011

Promotions EP TX - COSTCO" CJ Foods Road Show"
Set up and break down
Sell/ promote
Maintain Accountability

Redpeg Talent
10/2011
Promotions- Amigo Airshow EP TX (GEICO)

R- MED Sporting Goods
09/2011 – 12/2012
Richard Medina

Screen Printer
Screen Emulsion/ Exposing
Maintained Warehouse
Shipping and Receiving

SWIFT Transportation
3/2013-09/2017
Tim Martin
Over The Road driver

VRP Transportation
09/2017-10/2017
local driver

SWIFT Transportation
10/2017 -11/2017
Night shift shuttle driver

Self Employed
2010 – Present
Artistic Painter / Murals
Portraits
Fine Art

12/01/22 -Present
Self Employed
Founder
Instructor

Education:

El Paso High School Graduated 1999

USARMY Basic/ Advance Individual Training 2002

Joint Fires Observer Course 2007

Warriors Leaders Course 2009

University Of Phoenix 2008-2010

El Paso Community College 2010-2012 / 85 credit hrs.

International Schools / CDL Class A

University of Texas at El Paso 2018-Present 180 credit hrs.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-302, 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.

Edmundo Rodriguez Jr. to the City Accessibility Advisory Committee by Representative Cissy Lizarraga, District 8.

EDMUNDO RODRIGUEZ JR

Highly committed and dedicated individual with strong multi-tasking abilities. Can contribute as a team player always displaying a willing and helpful manner. A positive attitude that is capable to adapt to any situation. More than 30 years of customer service experience.

EXPERIENCE

August 1992-February 2022

ELIGIBILITY SPECIALIST, TEXAS HEALTH AND HUMAN SERVICES COMMISSION

Determined eligibility for the SNAP, Medicaid and Welfare programs. Responded to client inquiries regarding their cases. Mentored new employees to obtain the experience to make decisions on their own regarding benefits.

EDUCATION

JANUARY 1980

UNIVERSITY TEXAS EL PASO

FEBRUARY 1982

DURHAM BUSINESS COLLEGE

Accounting Associates Degree

VOLUNTEERING

JANUARY 2010

CHAMIZAL NEIGHBORHOOD ASSOCIATION

Former Vice President

JANUARY 2010

CHAMIZAL PROJECT

Former President

MAY 2021

CORAZONES UNIDOS

Current President

MARCH 2017

ST. PIUS X SPECIAL NEEDS

Current Soccer Coach

AUGUST 2021

MIRACLE LEAGUE

Current Soccer Director



Legislation Text

File #: 22-280, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE: March 15, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

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

BACKGROUND / DISCUSSION:

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

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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


Revised 04/09/2021

TAX REFUNDS
March 15, 2022

1. Giles Volvo Cars El Paso LLC, in the amount of \$5,881.21 made an overpayment on December 31, 2020 of 2020 taxes.
(Geo. # 20PP-000-5773-1022)
2. George Marak, in the amount of \$5,295.71 made an overpayment on January 31, 2022 of 2021 taxes.
(Geo. # C214-999-0020-5300)
3. George Marak, in the amount of \$5,295.71 made an overpayment on January 24, 2022 of 2021 taxes.
(Geo. # C214-999-0020-5300)
4. M. Carmen Samaniego, in the amount of \$3,143.01 made an overpayment on January 26, 2022 of 2021 taxes.
(Geo. # E054-999-0230-1700)
5. El Paso Escrow Inc. DBA Commercial Escrow, in the amount of \$2,586.50 made an overpayment on January 20, 2022 of 2021 taxes.
(Geo. #H793-024-0100-0230)
6. Commercial Escrow, in the amount of \$2,586.50 made an overpayment on January 20, 2022 of 2021 taxes.
(Geo. # H793-024-0100-0250)
7. LNK Properties, LLC, in the amount of \$4,030.49 made an overpayment on January 4, 2022 of 2021 taxes.
(Geo. # M842-999-0060-1900)
8. El Paso Escrow Inc. DBA Commercial Escrow, in the amount of \$3,247.32 made an overpayment on January 20, 2022 of 2021 taxes.
(Geo. # S533-000-0010-13W2)
9. Oluwatosin Arowojolu, in the amount of \$3,209.10 made an overpayment on January 10, 2022 of 2021 taxes.
(Geo. # V225-000-0050-0500)
10. Ann Cereghino, in the amount of \$4,074.48 made an overpayment on February 6, 2022 of 2021 taxes.
(Geo. # V893-999-061A-0100)

11. LNK Properties, LLC, in the amount of \$7,720.23 made an overpayment on January 4, 2022 of 2021 taxes.
(Geo. # W564-999-0040-5300)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



**TAX OFFICE
RECEIVED**
FEB 28 2022

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

GILES VOLVO CARS EL PASO LLC
6137 JOHNSTON ST
LAFAYETTE, LA 70503-5618

Geo No. 20PP-000-5773-1022	Prop ID 689490
Legal Description of the Property DEALER MOTOR VEH INV P156846 6585 S DESERT BLVD	
OWNER: GILES VOLVO CARS EL PASO LLC	
2020 OVERAGE AMOUNT \$5,881.21	

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 18: CANUTILLO ISD, 27: EMERG. SERVICES DIST. #2

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Giles Volvo Cars El Paso LLC</u>			
	Address: <u>6137 Johnston St</u>			
	City, State, Zip: <u>Lafayette LA 70503</u>			
Daytime Phone No.: <u>337-354-2758</u>		E-Mail Address: <u>tpontiff@gilescars.com</u>		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>CK</u>	<u>2582</u>	<u>12/31/2020</u>	<u>5881.21</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<u>Tonia Pontiff, CPA</u>		<u>Tonia Pontiff 2/18/22</u>	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H.</u> Date: <u>3-1-22</u>				

Notes

Go To :

LUZR
ACT80122 v1.90

03/01/2022 14:16:02
ACTEP

DEPOSIT

Remittance

Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
A02112179 20PP00057731022

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	P20210000001	01/31/2022	50149658	1840	CH	\$6,111,023.51	\$25,306.39	PA	20PP00057731022	88888-COUNTY TAX OFFI
	EC012822	01/28/2022	49741091	CC004251351	EC	\$25,306.39	\$25,306.39		20PP00057731022	30791411-GILES CARS O
	P20200000001	01/31/2021	46902105	1817	CH	\$6,036,397.91	\$6,056.31	PA	20PP00057731022	GILES VOLVO CARS EL I
	A02112179	12/31/2020	46902859	2582	CH	\$5,881.21	\$5,881.21	PA	20PP00057731022	GILES VOLVO CARS EL I
	R030222167	12/31/2020	46902859	2582	CH	\$0.00	\$5,881.21	LG	20PP00057731022	GILES VOLVO CARS EL I
	R030222167	12/31/2020	46902859	2582	CH	\$0.00	\$5,881.21	TR	20PP00057731022	GILES VOLVO CARS EL I

Applied Total \$62,550.30

TAX OFFICE
RECEIVED

FEB 23 2022

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

GEORGE MARAK
5723 MIRA GRANDE DR
EL PASO, TX 79912

Geo No. C214-999-0020-5300	Prop ID 146265
Legal Description of the Property 2 CASITAS CORONADO LOT 53 (4400 SQ FT) 5723 MIRA GRANDE DR 79912	
OWNER: MARAK GEORGE E & JEAN M	

2021 OVERAGE AMOUNT \$5,295.71

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>George MARAK</u>		<u>George-MARAK</u>	
	Address: <u>5723 MIRA GRANDE DR</u>		<u>@VERIZON.NET</u>	
	City, State, Zip: <u>EL PASO TX</u>			
	Daytime Phone No.: <u>915-581-4432</u>		E-Mail Address: <u>↑</u>	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>CHECK</u>	<u>752</u>	<u>1/27/22</u>	<u>5295.71</u>
	<u>CHECK</u>	<u>748</u>	<u>2/14/22</u>	<u>5295.71</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			<u>10591.42</u>
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <u>George Marak</u>		PRINTED NAME & DATE <u>George Marak 2/20/22</u>	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H.</u> Date: <u>2-24-22</u>				

Notes

Go To:

LUZR
ACT80122 v1.9002/25/2022 10:39:38
ACTEP

DEPOSIT

Remittance

Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.

T02112200016 C21499900205300

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	RC220224	01/31/2022	50159753	00748	CH	\$5,295.71	\$5,295.71	TR	C21499900205300	31052826-MARAK GEORGE E & JE
	RC220224	01/31/2022	50159753	00748	CH	\$5,295.71	\$5,295.71	TR	C21499900205300	MARAK GEORGE E & JE
*	T02112200016	01/31/2022	50159753	00748	CH	\$5,295.71	\$5,295.71	LG	C21499900205300	MARAK GEORGE E & JE
	A01252275	01/25/2022	49468182	752	CH	\$5,295.71	\$5,295.71	PA	C21499900205300	MARAK GEORGE E & JE
	EC012422	01/24/2022	49500105	CC004199807	EC	\$5,295.71	\$5,295.71	LG	C21499900205300	30681673-GEORGE MARAK
	RC220224	01/24/2022	49500105	CC004199807	EC	\$5,295.71	\$5,295.71	TR	C21499900205300	30681673-GEORGE MARAK
	RC220224	01/24/2022	49500105	CC004199807	EC	\$5,295.71	\$5,295.71	TR	C21499900205300	31052826-MARAK GEORGE E & JE
*	T12212000003	12/21/2020	45414193	00449	CH	\$5,022.23	\$5,022.23	PA	C21499900205300	MARAK GEORGE E & JE
*	T10281900004	10/29/2019	41688935	00313	CH	\$5,024.75	\$5,024.75	PA	C21499900205300	MARAK GEORGE E & JE
	A01081990	01/08/2019	39746520	220	CH	\$4,816.93	\$4,816.93	PA	C21499900205300	26876545-MARAK GEORGE E & JE
*	T10251740006	10/30/2017	35802221	00423	CH	\$5,135.01	\$5,135.01	PA	C21499900205300	MARAK GEORGE E & JE
*	X1114161006	11/14/2016	32967369	00311	CH	\$5,002.32	\$5,002.32	PA	C21499900205300	MARAK GEORGE E & JE

Applied Total \$136,997.88



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

MARAK GEORGE E & JEAN M
5723 MIRA GRANDE DR
EL PASO, TX 79912-2005

Geo No. C214-999-0020-5300	Prop ID 146265
Legal Description of the Property 2 CASITAS CORONADO LOT 53 (4400 SQ FT) 5723 MIRA GRANDE DR 79912	
OWNER: MARAK GEORGE E & JEAN M	

2021 OVERAGE AMOUNT \$5,295.71

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>George Marak</u>			
	Address: <u>5723 Mira Grande Dr</u>			
	City, State, Zip: <u>El Paso, TX 79912</u>			
	Daytime Phone No.: <u>915-581-4432</u>		E-Mail Address:	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>12 Payment</u>		<u>1/25/22</u>	<u>5295.71</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<u>George Marak</u>		<u>George Marak 2/10/22</u>	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H.</u> Date: <u>2-24-22</u>				

Notes

Go To :

LUZR
ACT80122 v1.9002/25/2022 10:39:38
ACTEP

DEPOSIT

Remittance

Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
 EC012422 C21499900205300

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	RC220224	01/31/2022	50159753	00748	CH	\$5,295.71	\$5,295.71	TR	C21499900205300	31052826-MARAK GEORGE E & JE
	RC220224	01/31/2022	50159753	00748	CH	\$5,295.71	\$5,295.71	TR	C21499900205300	MARAK GEORGE E & JE
*	T02112200016	01/31/2022	50159753	00748	CH	\$5,295.71	\$5,295.71	LG	C21499900205300	MARAK GEORGE E & JE
	A01252275	01/25/2022	49468182	752	CH	\$5,295.71	\$5,295.71	PA	C21499900205300	MARAK GEORGE E & JE
	EC012422	01/24/2022	49500105	CC004199807	EC	\$5,295.71	\$5,295.71	LG	C21499900205300	30681673-GEORGE MARAK
	RC220224	01/24/2022	49500105	CC004199807	EC	\$5,295.71	\$5,295.71	TR	C21499900205300	30681673-GEORGE MARAK
	RC220224	01/24/2022	49500105	CC004199807	EC	\$5,295.71	\$5,295.71	TR	C21499900205300	31052826-MARAK GEORGE E & JE
*	T12212000003	12/21/2020	45414193	00449	CH	\$5,022.23	\$5,022.23	PA	C21499900205300	MARAK GEORGE E & JE
*	T10281900004	10/29/2019	41688935	00313	CH	\$5,024.75	\$5,024.75	PA	C21499900205300	MARAK GEORGE E & JE
	A01081990	01/08/2019	39746520	220	CH	\$4,816.93	\$4,816.93	PA	C21499900205300	26876545-MARAK GEORGE E & JE
*	T10251740006	10/30/2017	35802221	00423	CH	\$5,135.01	\$5,135.01	PA	C21499900205300	MARAK GEORGE E & JE
*	X1114161006	11/14/2016	32967369	00311	CH	\$5,002.32	\$5,002.32	PA	C21499900205300	MARAK GEORGE E & JE

Applied Total \$136,997.88

TAX OFFICE
RECEIVED

FEB 07 2022

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

MCARMEN SAMANIEGO
11184 VOYAGER COVE DR.
EL PASO, TX 79936

OP
+2500

Geo No. E054-999-0230-1700	Prop ID 322991
Legal Description of the Property 23 EAST GLEN LOT 9 11128 VOYAGER COVE DR	
OWNER: SEFTON HELEN	

2021 OVERAGE AMOUNT \$3,143.01

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>M. CARMEN SAMANIEGO</u>			
	Address: <u>11184 Voyager Cove</u> ✓			
	City, State, Zip: <u>EL PASO, TX 79936</u>			
Daytime Phone No.: <u>915 479-1311</u>		E-Mail Address: <u>Handsolute@aol.com</u>		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>E check</u>	<u>4226146</u>	<u>1/26/22</u>	<u>3143.01</u>
TOTAL AMOUNT PAID (sum of the above amounts)				
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
<u>M. Carmen Samaniego</u>		<u>M. CARMEN SAMANIEGO</u>		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N/A</u> Date: <u>2-24-22</u>				

Notes

Go To :

LUZR
ACT80122 v1.9002/25/2022 10:51:37
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
 EC012622 E05499902301700

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC012622	01/26/2022	49606909	CC004226146	EC	\$3,143.01	\$3,143.01	LG	E05499902301700	30728616-M CARMEN SA
	EC012622	01/26/2022	49606851	CC004225795	EC	\$3,143.10	\$3,143.10	PA	E05499902301700	30728558-MCARMEN SAI
	EC12022098	12/02/2020	45070944	CC003251362	EC	\$3,266.01	\$3,266.01	PA	E05499902301700	28843734-M CARMEN SA
	EC12091998	12/08/2019	42172607	CC002661292	EC	\$3,173.58	\$3,173.58	PA	E05499902301700	27721778-M.CARMEN SA
	EC12111898	12/10/2018	39243472	CC002172323	EC	\$3,159.30	\$3,159.30	PA	E05499902301700	26748757-M.CARMEN SA
	EC12181798	12/18/2017	36363428	CC001769740	EC	\$2,868.15	\$2,868.15	PA	E05499902301700	25844658-M.CARMEN SA
	EC11141698	11/14/2016	32964223	CC001391432	EC	\$2,819.27	\$2,819.27	PA	E05499902301700	24907410-M.CARMEN SA
	EC12071598	12/04/2015	30164712	CC001117707	EC	\$2,671.89	\$2,671.89	PA	E05499902301700	24140810-MARCO A. SAM
	EC12151468	12/13/2014	27305151	CC000885338	CH	\$2,651.95	\$2,651.95	PA	E05499902301700	23456823-M.CARMEN SA
	EC12231368	12/20/2013	24528652	CC000705527	CH	\$2,604.66	\$2,604.66	PA	E05499902301700	22801936-M.CARMEN SA
	EC12171250	12/17/2012	21850432	CC000551149	CH	\$2,505.93	\$2,505.93	PA	E05499902301700	22142784-M.CARMEN SA
	EC12191157	12/16/2011	19411954	CC000423914	CH	\$2,442.63	\$2,442.63	PA	E05499902301700	21558125-MARCO SAMAI

Applied Total \$63,128.97



TAX OFFICE
RECEIVED
MAR 02 2022

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

COMMERCIAL ESCROW
10657 VISTA DEL SOL DR - SUITE I
EL PASO, TX 79935-4504

Geo No. H793-024-0100-0230	Prop ID 341946
Legal Description of the Property 10 HORIZON VIEW ESTATES #24 LOT 23 (8000.00 SQ FT)	
OWNER: PEINADO ADRIAN	

2021 OVERAGE AMOUNT \$2,586.50

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 10: CLINT ISD, 14: HORIZON REGIONAL MUD, 15: EMERG. SERVICES DIST #1

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>El Paso Escrow Inc. dba Commercial Escrow</u>			
	Address: <u>10657 Vista Del Sol Ste I</u>			
	City, State, Zip: <u>El Paso TX 79935</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: <u>915 591 6683</u>		E-Mail Address: <u>juansanchez73@att.net</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Commercial Escrow</u>	<u>5780</u>	<u>1/26/22</u>	<u>2586.50</u>
		<u>5990</u>		<u>287,271.67</u>
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	TOTAL AMOUNT PAID (sum of the above amounts) <input type="checkbox"/> I paid this account in error and I am entitled to the refund. <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓ <input type="checkbox"/> I want this payment applied to next year's taxes. <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
<u>Juan E. Sanchez</u>		<u>Juan E. Sanchez</u> ✓		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		By: <u>N.H.</u> Date: <u>3-3-22</u> ✓		

Notes

Go To:

LUZR
ACT80122 v1.9003/07/2022 09:44:41
ACTEP

DEPOSIT

Remittance

Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.

M214000A0001 H79302401000230

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	M214000A0001	01/20/2022	49357996	5990	CH	\$287,277.67	\$824.78	PA	H79302401000230	4000-COMMERCIAL ESCI
	M214000A0001	01/20/2022	49357996	5990	CH	\$287,277.67	\$2,586.50	LG	H79302401000230	4000-COMMERCIAL ESCI
	O012821235	01/28/2021	46663855	451	CH	\$856.98	\$856.98	PA	H79302401000230	29432859-AUSTIN GLENN
*	X0203202002	01/31/2020	43546008	00613	CH	\$4,782.05	\$831.67	PA	H79302401000230	AUSTIN GLENN L & ROSA
*	X0204192002	01/31/2019	40618646	00164	CH	\$1,826.45	\$5.56	PA	H79302401000230	AUSTIN GLENN L & ROSA
*	X0205182010	01/30/2018	37760724	05412	CH	\$1,730.87	\$5.49	PA	H79302401000230	AUSTIN GLENN L & ROSA
*	X0202172005	01/31/2017	34798392	05277	CH	\$1,662.57	\$5.44	PA	H79302401000230	AUSTIN GLENN L & ROSA
*	X020216B2003	01/31/2016	31610107	05143	CH	\$65.61	\$5.39	PA	H79302401000230	AUSTIN GLENN L & ROSA
*	X0205152012	01/31/2015	28764030	05006	CH	\$1,813.29	\$5.24	PA	H79302401000230	AUSTIN GLENN L & ROSA
*	X0203142003	01/31/2014	25610952	04857	CH	\$1,795.72	\$10.20	PA	H79302401000230	AUSTIN GLENN L & ROSA
*	X0130122010	01/30/2012	20245070	04559	CH	\$1,689.85	\$4.93	PA	H79302401000230	AUSTIN GLENN L & ROSA
*	X0204112000	01/31/2011	18136973	04400	CH	\$1,663.02	\$4.91	PA	H79302401000230	AUSTIN GLENN L & ROSA

Applied Total \$5,217.40

21-1008



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

TAX OFFICE
RECEIVED

MAR 02 2022

COMMERCIAL ESCROW
10657 VISTA DEL SOL DR - SUITE I
EL PASO, TX 79935-4504

OP
+2500 ✓

Geo No. H793-024-0100-0250	Prop ID 292875
Legal Description of the Property 10 HORIZON VIEW ESTATES #24 LOT 25 (8000.00 SQ FT)	
OWNER: PEINADO ADRIAN	

2021 OVERAGE AMOUNT \$2,586.50 ✓

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 10: CLINT ISD, 14: HORIZON REGIONAL MUD, 15: EMERG. SERVICES DIST #1

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Commercial Escrow ✓			
	Address: 10657 Vista Del Sol Dr Ste I ✓			
	City, State, Zip: El Paso TX 79935 ✓			
	Daytime Phone No.: 915 591 6683		E-Mail Address: mmcasanher 73 a@ttnet	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Commercial Escrow	5980	1/20/22	2586.50
		5990		287,271.67
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	Juan E. Juez		Juan E Juez ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: NH Date: 3-3-22 ✓				

Notes

Go To:

LUZR
ACT80122 v1.9003/07/2022 09:41:51
ACTEP

DEPOSIT

Remittance

Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
M214000A0001 H79302401000250

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	M214000A0001	01/20/2022	49357996	5990	CH	\$287,277.67	\$2,586.50	LG	H79302401000250	4000-COMMERCIAL ESCI
	M214000A0001	01/20/2022	49357996	5990	CH	\$287,277.67	\$824.78	PA	H79302401000250	4000-COMMERCIAL ESCI
	O012821235	01/28/2021	46663859	451	CH	\$856.98	\$856.98	PA	H79302401000250	29432863-AUSTIN GLENN
*	X0203202002	01/31/2020	43546008	00613	CH	\$4,782.05	\$831.67	PA	H79302401000250	AUSTIN GLENN L & ROSA
*	X0204192002	01/31/2019	40618646	00164	CH	\$1,826.45	\$5.56	PA	H79302401000250	AUSTIN GLENN L & ROSA
*	X0205182010	01/30/2018	37760724	05412	CH	\$1,730.87	\$5.49	PA	H79302401000250	AUSTIN GLENN L & ROSA
*	X0202172005	01/31/2017	34798392	05277	CH	\$1,662.57	\$5.44	PA	H79302401000250	AUSTIN GLENN L & ROSA
*	X020216B2003	01/31/2016	31610107	05143	CH	\$65.61	\$5.39	PA	H79302401000250	AUSTIN GLENN L & ROSA
*	X0205152012	01/31/2015	28764030	05006	CH	\$1,813.29	\$5.24	PA	H79302401000250	AUSTIN GLENN L & ROSA
*	X0203142003	01/31/2014	25610952	04857	CH	\$1,795.72	\$10.20	PA	H79302401000250	AUSTIN GLENN L & ROSA
*	X0130122010	01/30/2012	20245070	04559	CH	\$1,689.85	\$4.93	PA	H79302401000250	AUSTIN GLENN L & ROSA
*	X0204112000	01/31/2011	18136973	04400	CH	\$1,663.02	\$4.91	PA	H79302401000250	AUSTIN GLENN L & ROSA

Applied Total \$5,217.40

TAX OFFICE
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FEB 22 2022

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

DEEBEE PLESANT
941 VEREDA DEL VALLE
EL PASO, TX 79932

OP
+2500

Geo No. M842-999-0060-1900	Prop ID 158769
Legal Description of the Property 6 MOUNTAIN SHADOWS FOOTHILLS LOT 10 (6688 SQ FT)	
3609 LEMO ST 79904	
OWNER: LNK PROPERTIES LLC	

2021 OVERAGE AMOUNT \$4,030.49

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>LNK Properties, LLC</u>			
	Address: <u>941 Vereda Del Valle Ave.</u>			
	City, State, Zip: <u>El Paso, TX 79932</u>			
	Daytime Phone No.: <u>915-422-9578</u>		E-Mail Address: <u>lnkpropso@yahoo.com</u>	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Echeck</u>	<u>4065525</u>	<u>1/4/22</u>	<u>19,707.32</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<u>LNK Properties LLC</u> By: <u>Deebie Pleasant, Manager</u>		<u>01/22/2022</u> <u>LNK Properties LLC</u> By: <u>Deebie Pleasant, Manager</u>	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <u>N.H</u>	Date: <u>2-24-22</u>

Notes

Go To :

LUZR
ACT80122 v1.9002/24/2022 15:33:15
ACTEP

DEPOSIT

Remittance

Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
 EC010322F M84299900601900

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC010322F	01/04/2022	48889358	CC004065525	EC	\$19,707.32	\$4,030.49	LG	M84299900601900	30431931-DEEBEE PLES.
	RC220224	01/04/2022	48889358	CC004065525	EC	\$4,030.49	\$4,030.49	TR	M84299900601900	31052591-LNK PROPERTI
	RC220224	01/04/2022	48889358	CC004065525	EC	\$4,030.49	\$4,030.49	TR	M84299900601900	30431931-DEEBEE PLES.
	EC010322	12/31/2021	48880265	CC004072425	EC	\$4,030.49	\$4,030.49	PA	M84299900601900	30432047-DEEBEE DAOL
	EC12302098	12/29/2020	45584494	CC003334851	EC	\$3,219.85	\$3,219.85	PA	M84299900601900	29002346-LNK PROPERTI
	EC12271998	12/27/2019	42475383	CC002704910	EC	\$3,169.64	\$3,169.64	PA	M84299900601900	27800705-DEEBEE PLES.
	EC12311898	12/29/2018	39594590	CC002215666	EC	\$3,482.63	\$3,482.63	PA	M84299900601900	26834425-LNK PROPERTI
	EC12281798	12/27/2017	36622248	CC001792890	EC	\$3,359.87	\$3,359.87	PA	M84299900601900	25907855-LNK PROPERTI
	EC12131698	12/13/2016	33311430	CC001416420	EC	\$3,197.53	\$3,197.53	PA	M84299900601900	24978894-LNK PROPERTI
*	X1228152001	12/28/2015	30496308	00256	CH	\$12,841.10	\$3,146.67	PA	M84299900601900	LNK PROPERTIES LLC
*	X1224141007	12/24/2014	27468467	00193	CH	\$3,087.98	\$3,087.98	PA	M84299900601900	LNK PROPERTIES LLC
*	X1231131027	12/31/2013	24681457	00112	CH	\$2,789.56	\$2,789.56	PA	M84299900601900	LNK PROPERTIES LLC

Applied Total \$50,846.87



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

TAX OFFICE
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MAR 02 2022

COMMERCIAL ESCROW
10657 VISTA DEL SOL DR - SUITE I
EL PASO, TX 79935-4504

Geo No. S533-000-0010-13W2	Prop ID 37470
Legal Description of the Property 1 SOCORRO TR 13-W-1 (1.00 AC) 781 LITTLE CORRINA RD 79927	
OWNER: ORTEGA IGNACIO & ARLIN	
2021 OVERAGE AMOUNT \$3,247.32	

4: CITY OF SOCORRO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 25: LWR VALLEY WTR DISTRICT, 27: EMERG. SERVICES DIST. #2

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:				
	Name: <u>El Paso Escrow Inc. Dba Commercial Escrow</u>				
	Address: <u>10657 Vista Del Sol Dr Ste I</u>				
	City, State, Zip: <u>El Paso TX 79935</u>				
	Daytime Phone No.: <u>915 591 1683</u>		E-Mail Address: <u>juan@sanchez73@aol.com</u>		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by: <u>Commercial Escrow</u>		Check No. <u>5990</u>	Date Paid <u>1/20/22</u>	Amount Paid <u>287,272.67</u>
	TOTAL AMOUNT PAID (sum of the above amounts)				
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:				
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.				
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.				
	<input type="checkbox"/> I want this payment applied to next year's taxes.				
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
	SIGNATURE OF REQUESTOR (REQUIRED)			PRINTED NAME & DATE	
	<u>Juana E. Ivey</u>			<u>Juana E. Ivey</u>	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>NH</u> Date: <u>3-3-22</u>					

Notes

Go To:

LUZR
ACT00122 v1.9003/07/2022 09:46:54
ACTEP

DEPOSIT

Remittance

Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
M214000A0001	S533000001013W2				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	M214000A0001	01/20/2022	49357996	5990	CH	\$287,277.67	\$18.99	PA	S533000001013W2	4000-COMMERCIAL ESCI
	M214000A0001	01/20/2022	49357996	5990	CH	\$287,277.67	\$3,247.32	LG	S533000001013W2	4000-COMMERCIAL ESCI
	RD3761148	05/28/2021	47353054	0000235870	CH	\$38.76	\$38.76	RD	S533000001013W2	ORTEGA IGNACIO & ARL
	IP04302185	04/29/2021	47353054	CC003742410	CR	\$60.00	\$60.00	PA	S533000001013W2	29780728-ARLIN ORTEGA
	IP04302185	04/29/2021	47353001	CC003742354	CR	\$31.00	\$31.00	PA	S533000001013W2	29780675-ARLIN ORTEGA
	RF210525	04/29/2021	47353054	CC003742410	CR	\$0.00	\$15.47	DA	S533000001013W2	ORTEGA IGNACIO & ARL
	RF210525	04/29/2021	47353054	CC003742410	CR	\$0.00	\$0.00	DA	S533000001013W2	29780728-ARLIN ORTEGA
	RF210525	04/29/2021	47353054	CC003742410	CR	\$0.00	\$2.26	DA	S533000001013W2	29780728-ARLIN ORTEGA
	RF210525	04/29/2021	47353054	CC003742410	CR	\$0.00	\$0.00	DA	S533000001013W2	29780728-ARLIN ORTEGA
	RF210525	04/29/2021	47353054	CC003742410	CR	\$0.00	\$0.00	DA	S533000001013W2	29780728-ARLIN ORTEGA
	RF210525	04/29/2021	47353054	CC003742410	CR	\$0.00	\$15.47	DA	S533000001013W2	29780728-ARLIN ORTEGA
	RF210525	04/29/2021	47353054	CC003742410	CR	\$0.00	\$0.00	DA	S533000001013W2	29780728-ARLIN ORTEGA

Applied Total \$3,779.07

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: OLUWATOSIN AROWOJOLY ✓	Phone: HOME 702-425-3276 WORK	Property ID# (One application per account) V22500000500500
Address (mail refund to): #562561 LOS ANGELES FEDERAL CREDIT UNION P.O. BOX 53032 LOS ANGELES CA 90053 ✓	Property Address: 10750 THUNDER RD and/or Legal Description: 5 VALLEY RIDGE #2 LOT 5 (5741.00 SQ FT)	

Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:
1. 2021	JAN 11, 2022	ACH	\$3209.10	\$3209.10 ✓
2.				
3.				
TOTAL AMOUNT (sum of the above amounts)				

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

I had scheduled the first payment and did not enter into my calendar that it was already scheduled at the start of the year. By accident and to avoid late fees I rescheduled again.

"I certify that information given to obtain this refund is true and correct."

Requestor signature: M. Angeles Date: Feb 25, 2022 ✓
Printed name: OLUWATOSIN AROWOJOLY Title: MRS.

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both. (2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec. 37.10 Penal Code). An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec. 31.11 (c)).

TAX OFFICE Entry: ☒ REFUND APPROVED

Tax Office Approval: N.H.
Juc 3/1/22

Date: 3-3-22 ✓
Date:

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender. () See below/attached.
- () Required documentation (Tax Receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other:

Notes

Go To:

LUZR
ACT80122 v1.9003/07/2022 09:48:38
ACTEP

DEPOSIT

Remittance

Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
EC011022	V22500000500500				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC011022	01/10/2022	49100568	CC004113446	EC	\$3,209.10	\$3,209.10	LG	V22500000500500	30520108-OLUWATOSIN /
	RC220303	01/10/2022	49100568	CC004113446	EC	\$3,209.10	\$3,209.10	TR	V22500000500500	31094561-AROWOJOLU C
	RC220303	01/10/2022	49100568	CC004113446	EC	\$3,209.10	\$3,209.10	TR	V22500000500500	30520108-OLUWATOSIN /
	EC011022	01/08/2022	49100125	CC004107590	EC	\$3,209.10	\$3,209.10	PA	V22500000500500	30519664-OLUWATOSIN /
	EC01072198	01/07/2021	45821400	CC003381579	EC	\$2,799.57	\$2,799.57	PA	V22500000500500	29088133-OLUWATOSIN /
	EC01062098	01/04/2020	42689053	CC002737426	EC	\$2,791.88	\$2,791.88	PA	V22500000500500	27866906-OLUWATOSIN /
	EC01151998	01/15/2019	39948727	CC002270013	EC	\$2,621.11	\$2,621.11	PA	V22500000500500	26926308-OLUWATOSIN /
	EC02061898	02/05/2018	37712870	CC001953955	EC	\$2,686.58	\$2,686.58	PA	V22500000500500	26216965-OLUWATOSIN /
	EC03201768	03/20/2017	35103530	CC001622461	EC	\$2,721.39	\$2,721.39	PA	V22500000500500	25451339-OLUWATOSIN /
	EC02151698	02/13/2016	31820522	CC001264527	EC	\$2,662.39	\$2,662.39	PA	V22500000500500	24522347-OLUWATOSIN /
	EC01201568	01/16/2015	28043929	CC000926317	CH	\$2,489.40	\$2,489.40	PA	V22500000500500	23578839-OLUWATOSIN /
	EC01131468	01/10/2014	24991709	CC000726467	CH	\$2,377.28	\$2,377.28	PA	V22500000500500	22890855-OLUWATOSIN /

Applied Total \$48,879.36

TAX OFFICE
RECEIVED

FEB 22 2022

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

ANN CEREGHINO
550 14TH RD S APT 312
ARLINGTON, VA 22202

Geo No. V893-999-061A-0100	Prop ID 384104
Legal Description of the Property 61-A VISTA DEL SOL #11 REPLAT A LOT 1 10649 LIMAS DR	
OWNER: GRANADOS ANN	

2021 OVERAGE AMOUNT \$4,074.48

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Ann Cereghino</u>			
	Address: <u>550 14TH RD S. Apt 312</u>			
	City, State, Zip: <u>Arlington, VA 22202</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: <u>915 279-6600</u>		E-Mail Address: <u>txanjanet@yahoo.com</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Echeck</u>	<u>4352699</u>	<u>2/16/22</u>	<u>4074.48</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE		
<u>Ann Cereghino</u>		<u>ANN CEREGHINO / 2/15/2022</u>		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H.</u> Date: <u>2-24-22</u>				

Notes

Go To

LUZR
ACT80122 v1.9002/24/2022 17:35:46
ACTEP

DEPOSIT

Remittance

Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
 EC020722 V893999061A0100

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC020722	02/06/2022	50080079	CC004352699	EC	\$4,074.48	\$4,074.48	LG	V893999061A0100	30987202-ANN CERECHIN
	EC020722	02/06/2022	50080078	CC004352697	EC	\$4,359.70	\$4,359.70	PA	V893999061A0100	30987201-ANN CERECHIN
	RC220224	02/06/2022	50080079	CC004352699	EC	\$4,074.48	\$4,074.48	TR	V893999061A0100	31052859-CERECHINO AI
	RC220224	02/06/2022	50080079	CC004352699	EC	\$4,074.48	\$4,074.48	TR	V893999061A0100	30987202-ANN CERECHIN
	EC01212198	01/21/2021	46192192	CC003452276	EC	\$3,346.72	\$3,346.72	PA	V893999061A0100	29222756-ANN CERECHIN
	EC12091998	12/08/2019	42172583	CC002661004	EC	\$3,252.01	\$3,252.01	PA	V893999061A0100	27721754-ANN CERECHIN
	EC01251998	01/24/2019	40217921	CC002309082	EC	\$3,268.46	\$3,268.46	PA	V893999061A0100	27002289-ANN GRANADC
	EC03091898	03/09/2018	37978893	CC001991302	EC	\$3,484.70	\$3,484.70	PA	V893999061A0100	26313949-ANN CERECHIN
	EC01231768	01/23/2017	34222106	CC001501106	EC	\$3,142.48	\$3,142.48	PA	V893999061A0100	25169966-ANN CERECHIN
	EC01151698	01/25/2016	31247467	CC001195574	EC	\$2,978.20	\$2,978.20	PA	V893999061A0100	24351180-ANN CERECHIN
	M14800000001	12/24/2014	27452431	141224101136	EF	\$200,035,948.32	\$3,067.38	PA	V893999061A0100	800000-CORELOGIC
	M1315000001	11/29/2013	24233577	0006346705	CH	\$29,585,871.84	\$3,012.68	PA	V893999061A0100	1500-BAC TAX SERVICE

Applied Total \$69,456.32

TAX OFFICE
RECEIVED

FEB 22 2022

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

DEEBEE PLESANT
941 VEREDA DEL VALLE
EL PASO, TX 79932

OP
+2500

Geo No. W564-999-0040-5300	Prop ID 358185
Legal Description of the Property 4 WILLOWLANE LOT 26 (10920 SQ FT) 5520 OAKBRIAR CIR	
OWNER: LNK PROPERTIES LLC	

2021 OVERAGE AMOUNT \$7,720.23

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:															
	Name: LNK Properties, LLC															
	Address: 941 Vereda Del Valle Ave.															
	City, State, Zip: El Paso, TX 79932															
	Daytime Phone No.: 915-422-7578		E-Mail Address: lnkprops@vkn00.com													
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	<table border="1"> <thead> <tr> <th>Payment made by:</th> <th>Check No.</th> <th>Date Paid</th> <th>Amount Paid</th> </tr> </thead> <tbody> <tr> <td>Echeck</td> <td>4065525</td> <td>11/4/22</td> <td>19,707.32</td> </tr> <tr> <td colspan="4" style="text-align: center;">TOTAL AMOUNT PAID (sum of the above amounts)</td> </tr> </tbody> </table>				Payment made by:	Check No.	Date Paid	Amount Paid	Echeck	4065525	11/4/22	19,707.32	TOTAL AMOUNT PAID (sum of the above amounts)			
Payment made by:	Check No.	Date Paid	Amount Paid													
Echeck	4065525	11/4/22	19,707.32													
TOTAL AMOUNT PAID (sum of the above amounts)																
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following: <table border="1"> <tr> <td><input type="checkbox"/></td> <td>I paid this account in error and I am entitled to the refund.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>I overpaid this account. Please refund the excess to the address listed in Step 1.</td> </tr> <tr> <td><input type="checkbox"/></td> <td>I want this payment applied to next year's taxes.</td> </tr> <tr> <td><input type="checkbox"/></td> <td>This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):</td> </tr> </table>				<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.	<input type="checkbox"/>	I want this payment applied to next year's taxes.	<input type="checkbox"/>	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.															
<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.															
<input type="checkbox"/>	I want this payment applied to next year's taxes.															
<input type="checkbox"/>	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):															
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)															
	SIGNATURE OF REQUESTOR (REQUIRED) By: Deebie Pleasant, Manager		PRINTED NAME & DATE LNK Properties LLC By: Deebie Pleasant, Manager													
	2/24/22		02/22/22													
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N/A Date: 2-24-22																

Notes

Go To:

LUZR
ACT80122 v1.9002/24/2022 15:22:51
ACTEP

DEPOSIT

Remittance

Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
 EC010322F W56499900405300

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC010322F	01/04/2022	48889358	CC004065525	EC	\$19,707.32	\$7,720.23	LG	W56499900405300	30431931-DEEBEE PLES.
	RC220224	01/04/2022	48889358	CC004065525	EC	\$7,720.23	\$7,720.23	TR	W56499900405300	30431931-DEEBEE PLES.
	RC220224	01/04/2022	48889358	CC004065525	EC	\$7,720.23	\$7,720.23	TR	W56499900405300	31052591-LNK PROPERTI
	EC010322	12/31/2021	48880267	CC004072427	EC	\$7,720.23	\$7,720.23	PA	W56499900405300	30432049-DEEBEE DAOL
	EC12302098	12/29/2020	45584496	CC003334853	EC	\$5,752.82	\$5,752.82	PA	W56499900405300	29002348-LNK PROPERTI
	EC12271998	12/27/2019	42475384	CC002704912	EC	\$5,663.10	\$5,663.10	PA	W56499900405300	27800706-DEEBEE PLES.
	EC12311898	12/29/2018	39594589	CC002215668	EC	\$5,515.35	\$5,515.35	PA	W56499900405300	26834424-LNK PROPERTI
	EC12281798	12/27/2017	36622252	CC001792894	EC	\$5,360.38	\$5,360.38	PA	W56499900405300	25907859-LNK PROPERTI
	EC12281698	12/28/2016	33578934	CC001441055	EC	\$5,101.41	\$5,101.41	PA	W56499900405300	25032065-LNK PROPERTI
*	X1228152001	12/28/2015	30496308	00256	CH	\$12,841.10	\$5,020.26	PA	W56499900405300	LNK PROPERTIES LLC
*	X1224141007	12/24/2014	27468466	00192	CH	\$4,955.72	\$4,955.72	PA	W56499900405300	LNK PROPERTIES LLC
	M1330000001	12/16/2013	24416909	1003006699	CH	\$63,218,801.28	\$4,863.31	PA	W56499900405300	3000-WELLS FARGO HOI

Applied Total \$122,410.82



Legislation Text

File #: 22-266, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager to apply for all available funding opportunities including ARPA funds in order to fund the Phase 2 of the Body Worn Camera program for the El Paso Police Department.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: March 15, 2022

CONTACT PERSON NAME AND PHONE NUMBER:
City Representative Henry Rivera, 915.212.0007

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 2 - Set the Standard for a Safe and Secure City
Goal 5 - Promote Transparent and Consistent Communication Amongst All
Members of the Community

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

Discussion and action to direct the City Manager to apply for all available funding opportunities including ARPA funds in order to fund Phase 2 of the Body Worn Camera program for the El Paso Police Department.

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 item is to direct the City Manager to apply for all available funding opportunities including ARPA funds in order to fund Phase 2 of the Body Worn Camera program. At the last Council meeting, Council showed support for the use of ARPA Funds for the BWC Program and this item will allow the City Manager to do so.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one? Yes, Council has received updates regarding the program in the past, to include,

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Grants, ARPA Funding. **Has the item been budgeted?** N/A **If so, identify funding source by account numbers and description of account.** Does it require a budget transfer? N/A

Goal 2 – Safe & Beautiful Neighborhoods

Set the Standard for a Safe and Secure City

DIGITAL VIDEO RECORDING SYSTEMS

Agenda Item 11.

Previous Council update 3/1/2022



DIGITAL VIDEO RECORDING SYSTEMS



Body Worn Camera



Mobile Video Recorder

DIGITAL VIDEO RECORDING SYSTEMS PROJECT



POTENTIAL FUNDING SOURCES

1. FY22 Body Worn Camera State Grant Program	\$ 497,790
2. Grant Cash Match	\$ 165,930
3. ARPA funds	\$6,600,000
	=====
	\$7,263,720

The above funding sources will provide approximately 3 years of cost for the program. This allows the city time to provide a funding plan for the remaining two years of costs which is approximately 3 million per year.

4. General fund/other funds needed for patrol and traffic	\$ 4,305,829
---	--------------

BWC and 410 MVR for Patrol and Traffic 5 year program \$11,569,549



DIGITAL VIDEO RECORDING SYSTEMS PROJECT



FIVE YEAR ESTIMATED COST ANALYSIS

5 YEAR LEASING OPTION

PATROL AND TRAFFIC ONLY

BWC – Body Worn Camera

MVR – Mobile Video Recorder

Cameras Service Lease Agreement	700	764	827	890	952	
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
BWC Total	\$896,960.00	\$882,848.00	\$949,233.00	\$1,016,517.00	\$1,081,834.00	\$4,827,392.00
410 Vehicle MVR Costs	\$634,680.00	\$634,680.00	\$634,680.00	\$634,680.00	\$634,680.00	\$3,173,400.00
Personnel costs and Computers	\$157,342.00	\$840,167.00	\$848,569.00	\$857,055.00	\$865,624.00	\$3,568,757.00
BWC and MVR Total for Patrol and Traffic	\$1,688,982.00	\$2,357,695.00	\$2,432,482.00	\$2,508,252.00	\$2,582,138.00	\$11,569,549.00



PHASE II ESTIMATED FUNDING AND PURCHASING TIMELINE

Expected date of grant award	March 2022
Expected date to award to vendor 90-120 days	July 2022
Expected date of delivery of BWC from vendor Approximately 45-60 days	October 2022
Expected date of delivery of MVR from vendor Approximately 75 days for delivery Approximately 90 days for installation	March 2023
Training and software installation	April 2023
Deployment expected to begin	May-June 2023





DIGITAL VIDEO RECORDING SYSTEMS PROJECT

ESTIMATED ROLL OUT

The EPPD Planning section will utilize a phased approach when implementing the Body Worn Camera segment of the Digital Video Recording System

Roll-Out Phase I 30-60 days

Traffic Unit

Central Regional Command Metro Unit

Gang Unit

Airport

Roll-Out Phase II

5 Regional Commands

Pebble Hills Week 1

Central Week 2

Northeast Week 3

West Side Week 4

Mission Valley Week 5









Legislation Text

File #: 22-303, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

AGENDA LANGUAGE:

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

Discussion and action on a Resolution formally requesting Texas Department of Transportation (TxDOT) consider an alternative design for Segment 2 (Downtown) of the Reimagine I-10 Project which considers the urban context of the location where the improvements are proposed and supports the City's successful Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant application.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: March 15, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Peter Svarzbein, 915.212.1002

DISTRICT(S) AFFECTED: All Districts

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

SUBJECT:

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

Discussion and action on a resolution formally requesting Texas Department of Transportation (TxDOT) consider an alternative design for Segment 2 (Downtown) of the Reimagine I-10 Project which considers the urban context of the location where the improvements are proposed and supports the City's successful RAISE grant application.

BACKGROUND / DISCUSSION:

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

In 2019, TxDOT announced its plans to improve I-10 through its Reimagine I-10 project. As part of this, TxDOT broke the project into four segments in order to analyze the corridor, one of which is identified as the Downtown segment. After initial analysis, in 2021 TxDOT presented three design alternatives for Downtown, none of which are satisfactory to the City Council for reasons which are outlined in the resolution.

Given the historical context of highways and interstates in which they were used as a tool for slum clearance and the promotion and reinforcement of racial segregation in our City and across the country, the City Council has an opportunity to shape and influence the design of this segment to help restore the urban fabric that was destroyed when the highways was originally built in the 1960s. Through the promotion of context-sensitive design that contemplates the surrounding urban setting, the design considerations presented as part of this resolution present the greatest opportunity for a mutually-beneficial project for both the residents of El Paso and for TxDOT engineers seeking to address connectivity and congestion issues along this segment of the corridor.

Furthermore, the recommendations included in this resolution support the City's efforts to determine the feasibility and design of a deck that resulted in a successful RAISE grant application from the federal Department of Transportation. The careful design of the right-of-way which abut the proposed deck are critical to the success of this project and therefore we implore TxDOT to consider the recommendations of this resolution.

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

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

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

RESOLUTION

WHEREAS, in 1968, Interstate-10 was completed in El Paso; and

WHEREAS, in order to facilitate the construction of the freeway, entire neighborhoods were destroyed which had the effect of physically detaching thriving urban neighborhoods from our Downtown; and

WHEREAS, the ultimate location of the freeway and the neighborhoods it adversely affected were disproportionately those that were previously redlined on the basis of race and ethnicity and their status as being minorities in this country; and

WHEREAS, such actions had the effect of reinforcing and strengthening existing patterns of racial segregation and disinvestment in our downtown and throughout our City and others across the country; and

WHEREAS, the City's Comprehensive Plan, *Plan El Paso*, identified as a priority the reimagining of the freeway as it traverses through downtown; and

WHEREAS, *Connecting El Paso*, the precursor to *Plan El Paso*, identified capping the freeway as vital to the success of downtown redevelopment; and

WHEREAS, *Plan El Paso* calls for reducing the overreliance on the automobile as a preferred mode of travel; and

WHEREAS, the City's *Street Design Manual* calls for the appropriate context-sensitive design of roadways by differentiating the design elements of roads located in urban, suburban and rural contexts; and

WHEREAS, the location of the freeway's proposed frontage roads in Downtown should consider its contextual surroundings by incorporating design elements that promote slower travel speeds and make it safe for pedestrians and cyclists using the roads for travel and to cross them; and

WHEREAS, to mitigate the physical and visual impacts of the freeway's location through downtown, the freeway should be capped in order to physically reconnect the surrounding historic and adjacent urban neighborhoods that were destroyed when the freeway was initially constructed; and

WHEREAS, the proposed deck plaza is a viable method to achieve this through the concept's demonstrated success in cities across the country, including Klyde Warren Park in Dallas, Texas.

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

THAT in order to promote appropriate urban design to support and enhance our vibrant Downtown and to reconnect the urban fabric currently separated by Interstate 10, the following design consideration be considered in the final design alternative for the Downtown segment of Re-Imagine I-10:

- a. The elimination of frontage roads as currently conceived through Downtown to be replaced with urban-context streets in alignment with the City's Street Design Manual;
- b. The removal of any "u-turns" through the downtown segment which present a safety hazard for pedestrians and cyclists;
- c. The new appropriately-scaled frontage roads should prioritize the safe passage of pedestrians and cyclists over the movement of freight and vehicles by reducing the width of the right-of-way to allow for safe crossing;
- d. Reduce design speeds of frontage roads to maintain the current 30 mph speed limit on Yandell Dr and Wyoming Ave;
- e. Reduce the right-of-way width on the frontage roads to two lanes of vehicular travel and one lane of on-street parking;
- f. Enhance and support the existing downtown aesthetic through the provision of street trees in the adjacent parkways;
- g. Retain north-south connections of Oregon, Stanton and Campbell Streets;
- h. Maintain existing connections and enhance pedestrian and cyclist access to downtown from surrounding historic and adjacent urban neighborhoods;
- i. Enhance structural supports and extend utility infrastructure to support future development on the deck including but not limited to parks and buildings;

j. Permit development to span the deck in order to physically reconnect Downtown and uptown.

APPROVED this ____ day of _____, 2022.

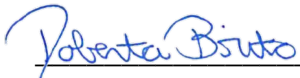
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-281, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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: March 15, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: K. Nicole Cote, City Manager's Office (915) 212-1092

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: N/A

SUBJECT: Budget Update

BACKGROUND / DISCUSSION:

Budget Update

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

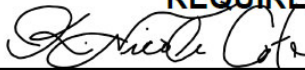
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

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)

FY 2022 2nd Quarter Financial Report

March 15, 2022

FY 2022 2nd Quarter Summary

- Sales tax continues to perform at historic levels – big box retailers, online sales
- Mixed Beverage (alcohol) tax higher than pre-COVID level
- Bridges performing well – reopened in Nov. 2021
- Vacancies and attrition – increased overtime
- Increasing costs in fuel, electricity, materials, and contracts
- COVID response costs since January have been posting to GF

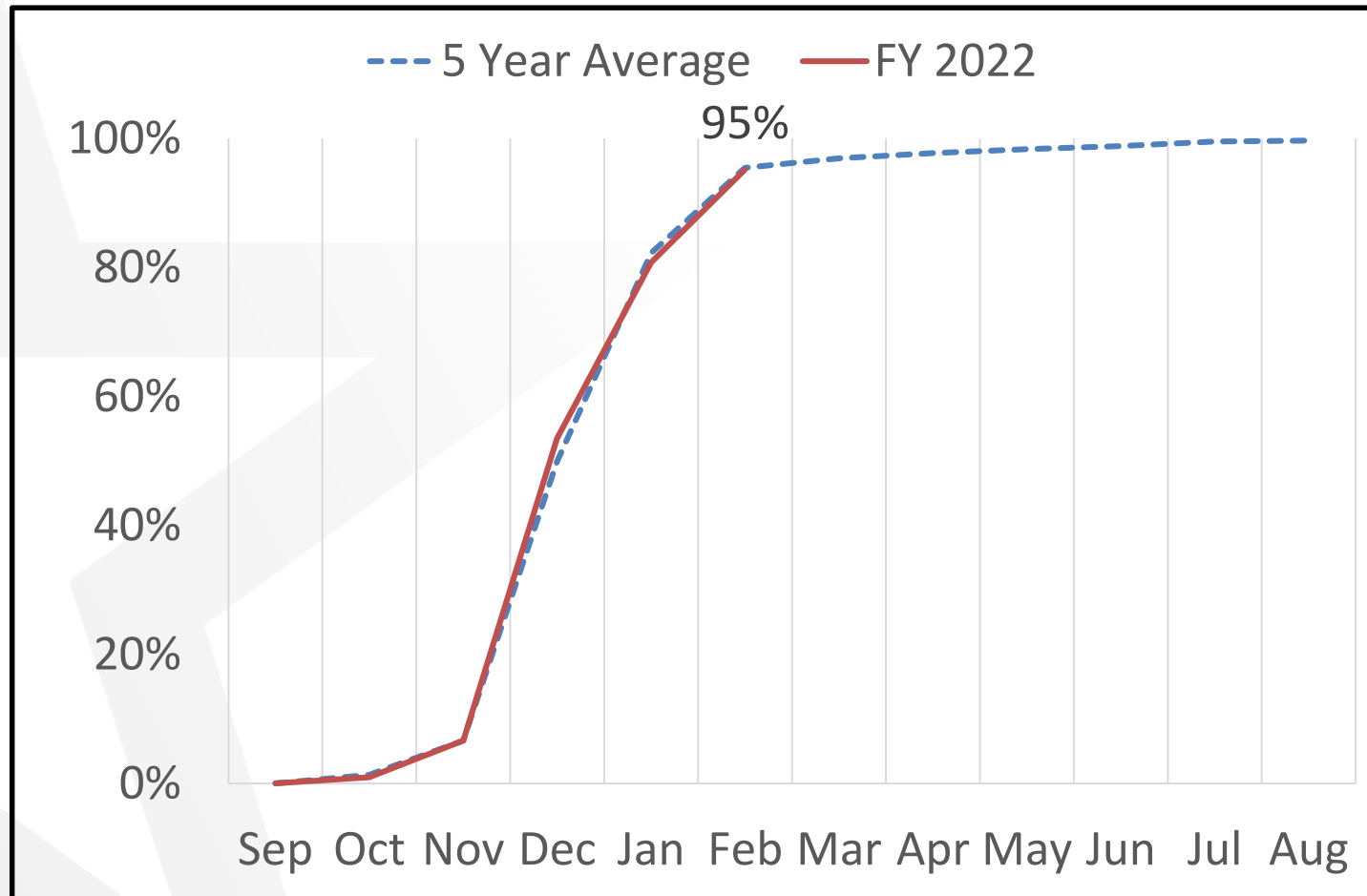
FY 2022 General Fund Revenue

2nd Quarter Summary

Revenue	FY 2022 Budget	FY 2022 Actuals	FY 2022 % Collected	FY 2021 Actuals	FY 2021 % Collected
Property Taxes.....	\$235,929,354	\$225,813,579	95.7%	\$223,253,000	98.4%
Sales Taxes.....	105,957,017	63,839,992	60.3%	53,105,891	54.4%
Franchise Fees.....	49,750,000	25,072,338	50.4%	23,435,296	51.5%
Charges For Services.....	28,636,083	13,770,251	48.1%	12,979,198	40.2%
Other Sources (Uses).....	34,031,208	21,833,031	64.2%	24,381,290	67.4%
Licenses And Permits.....	12,743,122	6,824,198	53.6%	5,814,748	54.6%
Fines And Forfeitures.....	5,653,301	3,680,440	65.1%	2,642,411	53.4%
Rents And Other.....	2,236,970	1,128,722	50.5%	445,906	22.8%
Intergovernmental	1,168,809	683,204	58.5%	689,836	70.1%
Interest.....	125,000	80,095	64.1%	63,688	63.7%
Total Revenue.....	\$476,230,863	\$362,725,850	76.2%	\$346,811,264	75.9%

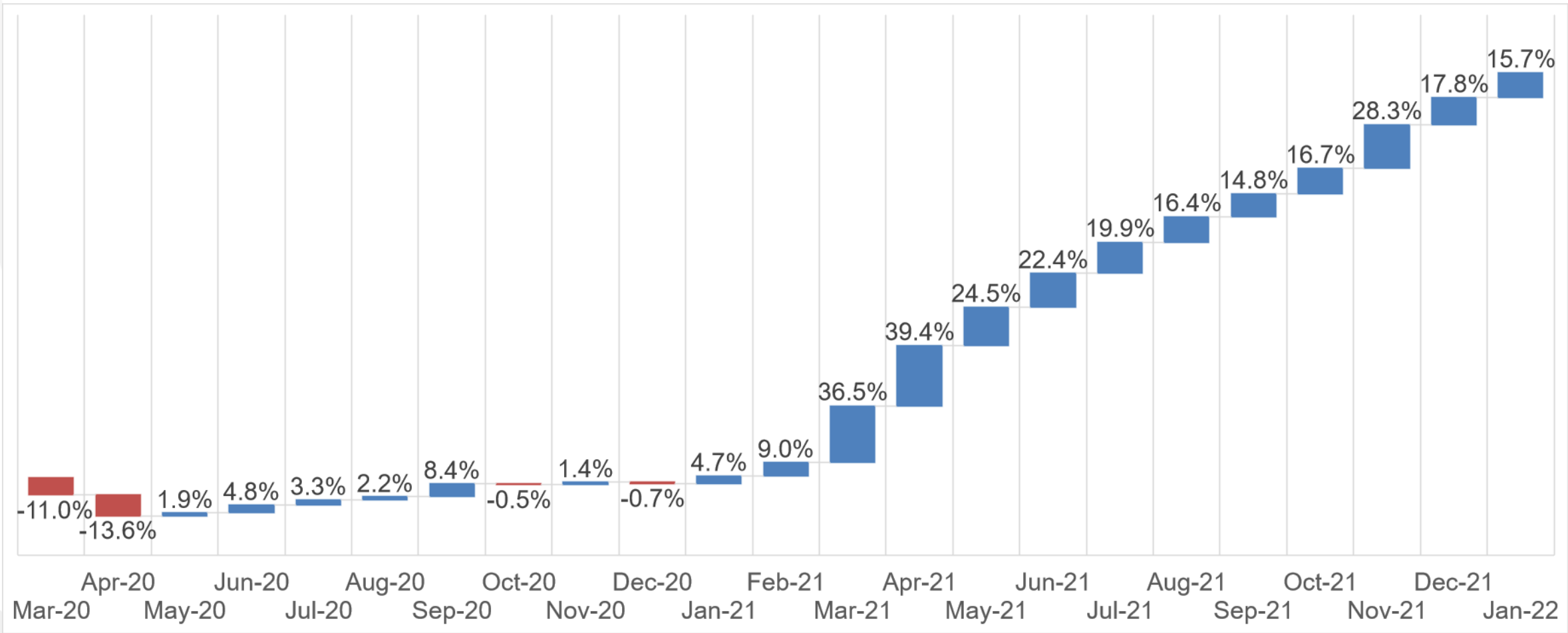
Property Tax Collections - % Collected

September – February



- Property tax collections are on target with historical trend
- Delay in payment posting by the Tax Office due to COVID impact and vacancies

City Sales Tax Collections



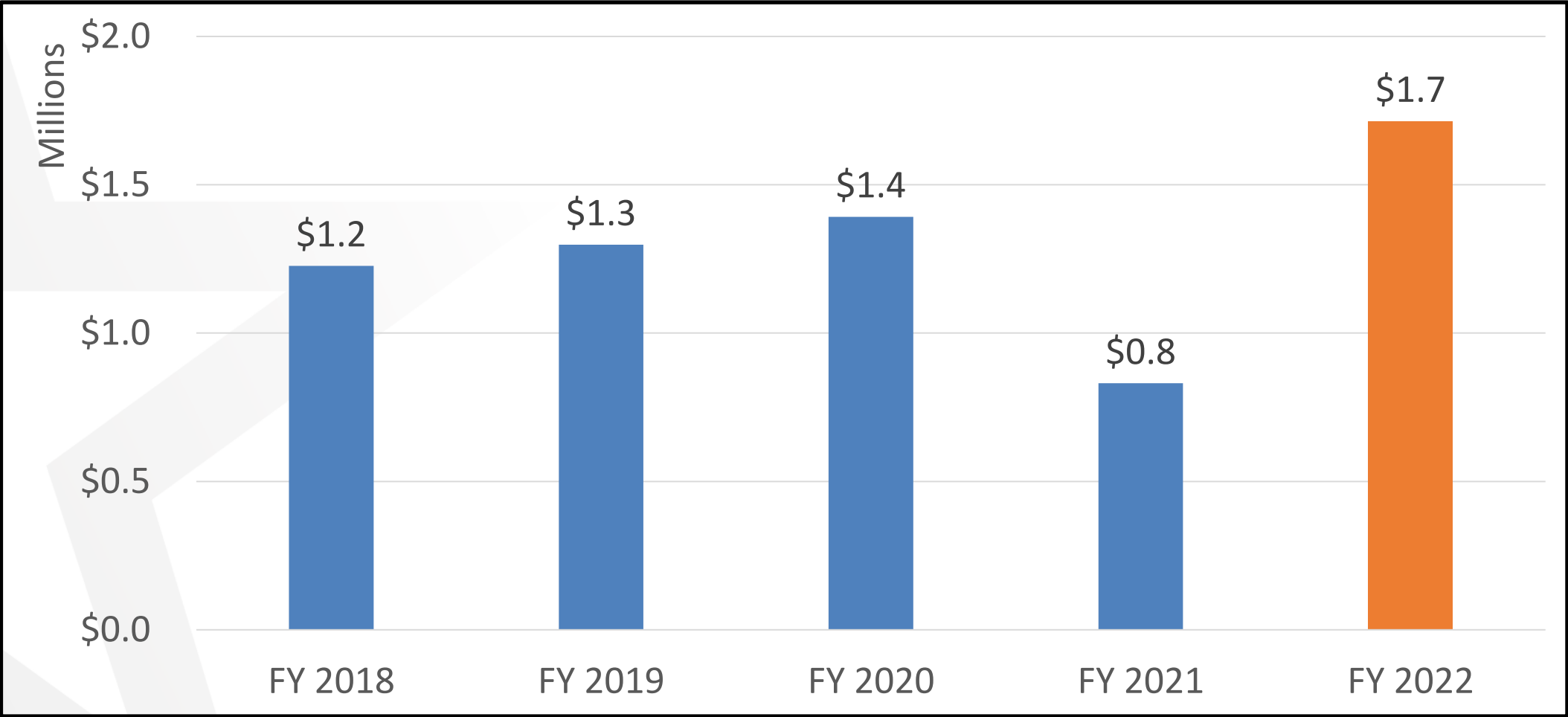
City Sales Tax Collections

Historical Performance

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Annual Total	\$37,285,829	\$38,752,986	\$43,481,813	\$44,556,308	\$52,805,573
\$ Increase	\$1,442,671	\$1,467,157	\$4,728,828	\$1,074,495	\$8,249,265
% Increase	4.0%	3.9%	12.2%	2.5%	18.5%

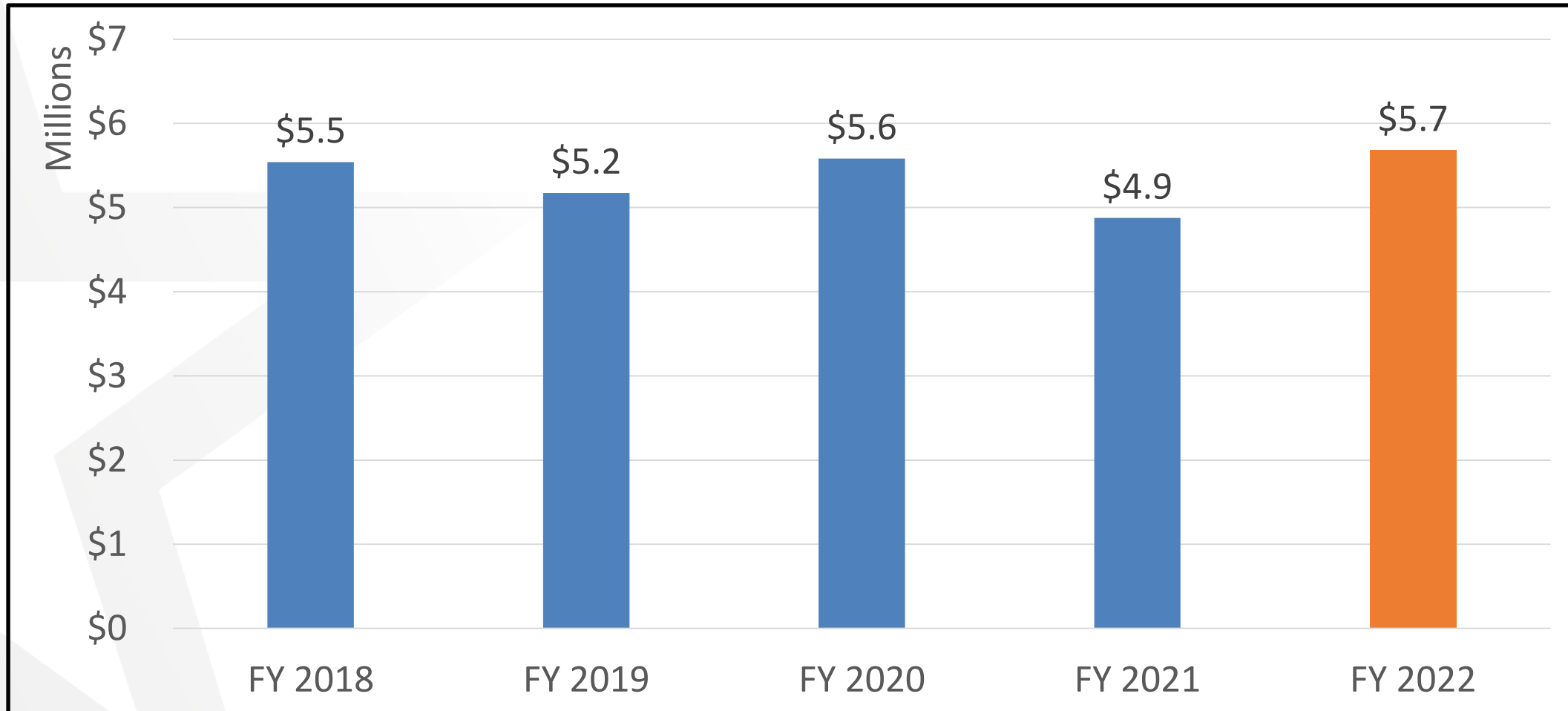
Mixed Beverage Tax Collections

Sep - Feb

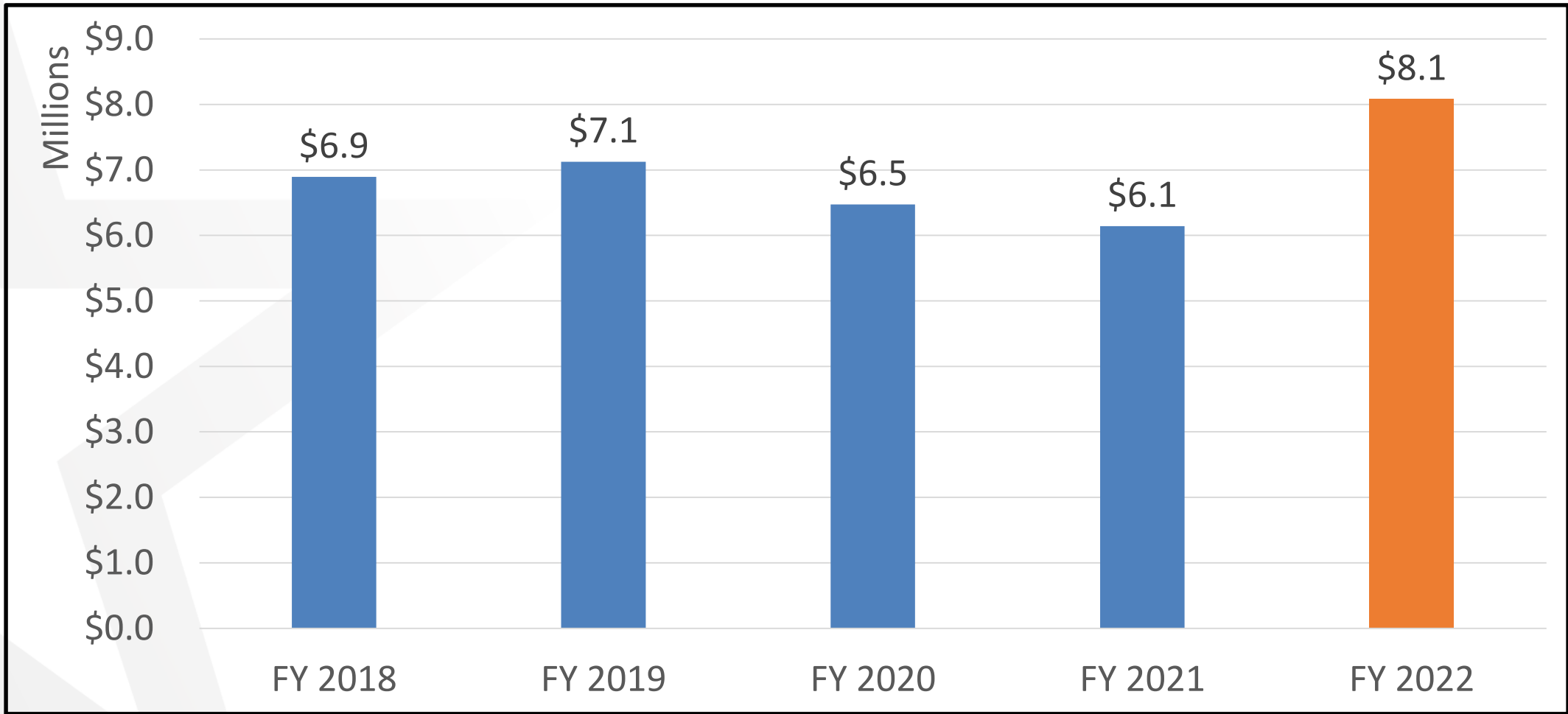


Licenses and Permits

Planning & Inspections Dept. (Sep – Feb)



Bridge Transfer Revenue Sep - Feb



FY 2022 2nd Quarter Expenditure Summary

- Increasing costs in fuel, electricity, materials, and contracts
- Vacancies and attrition – increased overtime
- COVID response costs for January and February

FY 2022 General Fund Expenditures

2nd Quarter Summary

Strategic Goal	FY 2022 Budget	FY 2022 Actuals	FY 2022 % Collected	FY 2021 Actuals	FY 2021 % Collected
Economic Development.....	\$1,961,689	\$700,612	35.7%	\$689,616	37.8%
Public Safety.....	290,553,847	127,072,980	43.7%	126,968,973	45.8%
Visual Image.....	6,950,879	3,130,934	45.0%	3,137,981	42.7%
Quality of Life.....	53,429,275	16,909,606	31.6%	13,808,793	32.3%
Communication.....	21,442,986	10,102,791	47.1%	10,733,733	56.6%
Sound Governance.....	41,569,626	22,834,490	54.9%	22,979,661	38.4%
Infrastructure.....	52,567,893	18,072,019	34.4%	17,053,814	40.8%
Healthy, Sustainable Community.....	7,754,668	2,807,537	36.2%	2,541,790	33.9%
Total Expenditures.....	\$476,230,863	\$201,630,970	42.3%	\$197,914,360	43.3%

FY 2022 General Fund Expenditures

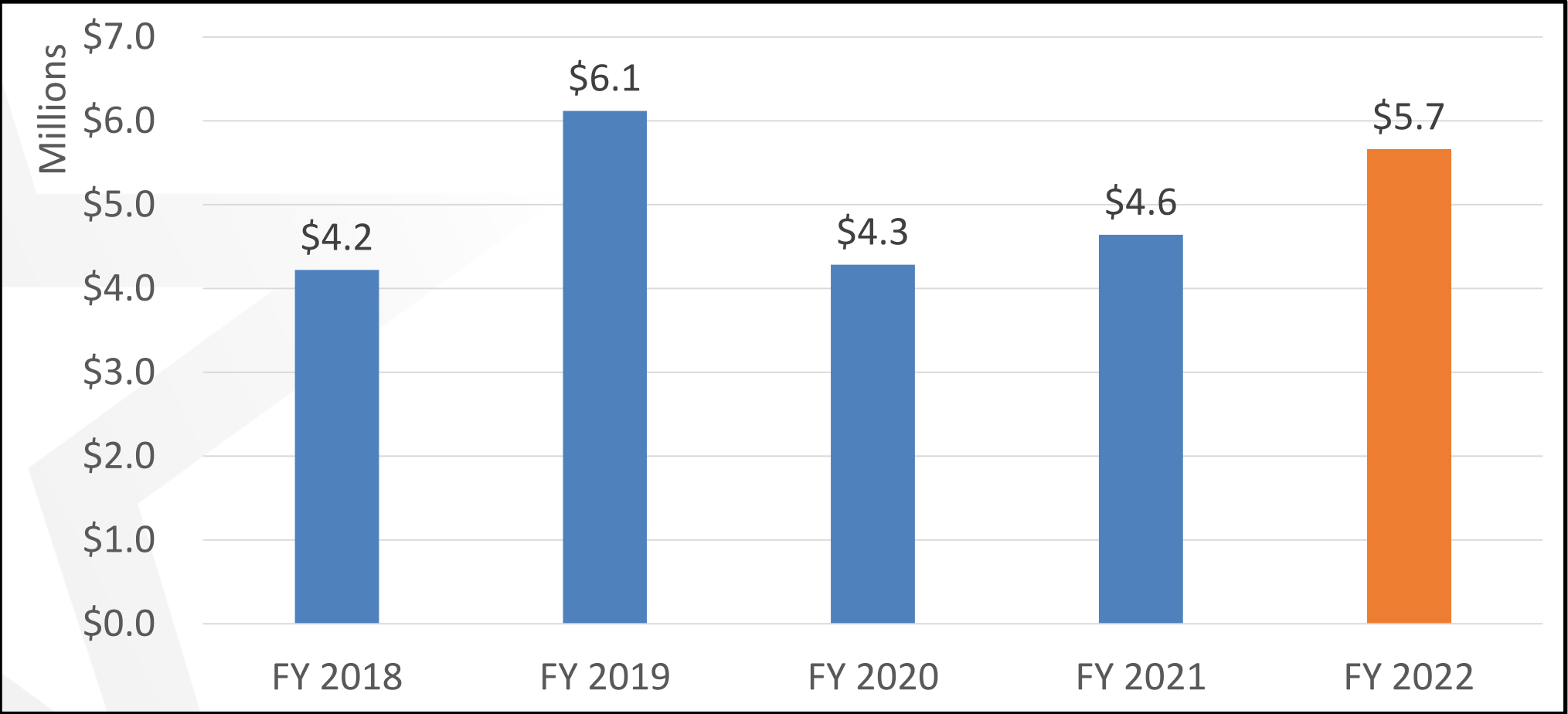
2nd Quarter Summary



Category	FY 2022 Budget	FY 2022 Actuals	FY 2022 % Collected	FY 2021 Actuals	FY 2021 % Collected
Personal Services	\$347,760,554	\$159,074,569	45.7%	\$153,529,150	45.7%
Contractual Services.....	41,286,664	18,138,714	43.9%	16,685,782	45.4%
Materials & Supplies.....	23,493,167	7,029,597	29.9%	6,191,089	29.5%
Operating.....	25,758,358	11,469,611	44.5%	9,264,789	38.2%
Non-Operating.....	1,624,207	855,843	52.7%	532,925	31.4%
Intergovernmental.....	1,610,978	302,004	18.7%	221,660	14.5%
Transfers.....	34,245,034	4,574,921	13.4%	10,605,756	30.8%
Capital.....	451,901	185,712	41.1%	883,209	77.6%
Total Expenditures.....	\$476,230,863	\$201,630,970	42.3%	\$197,914,360	43.3%

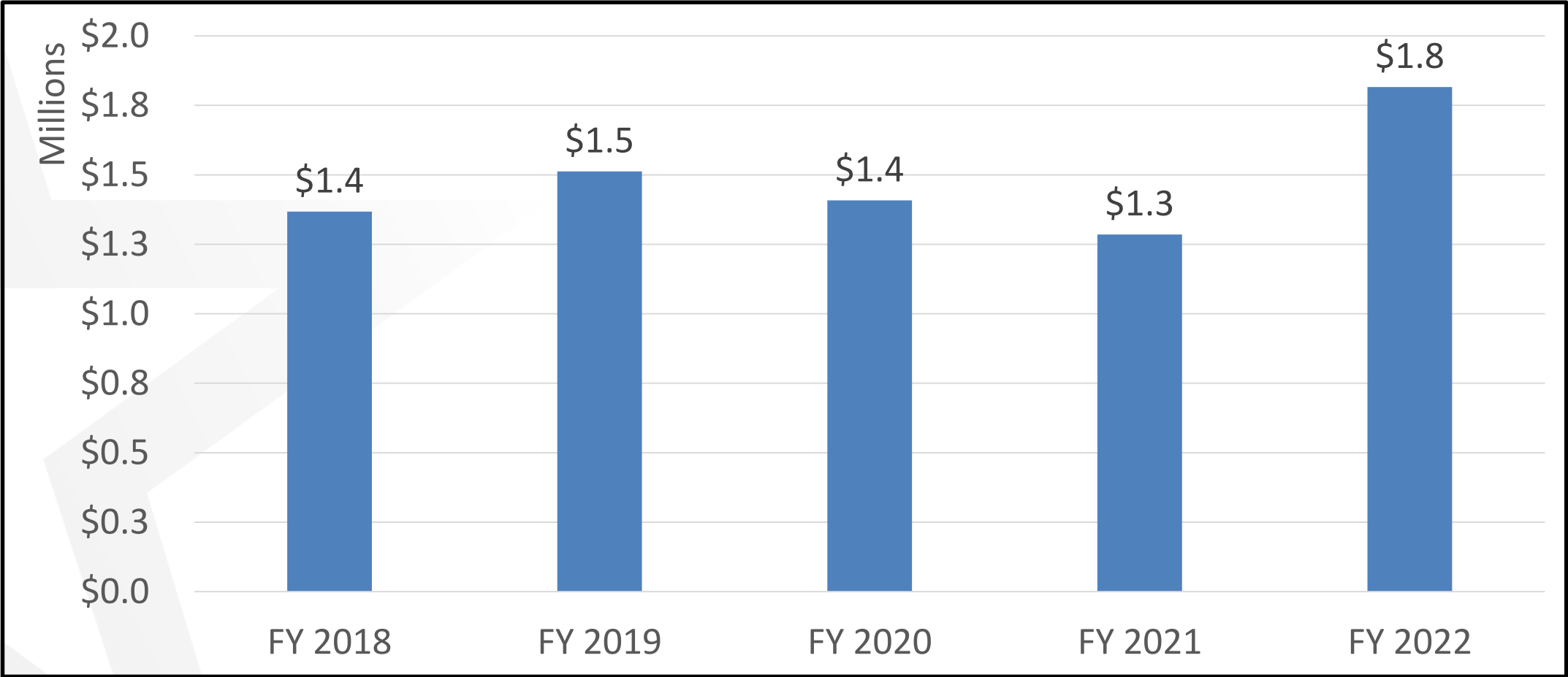
Information Technology Citywide Contracts

Sep - Feb



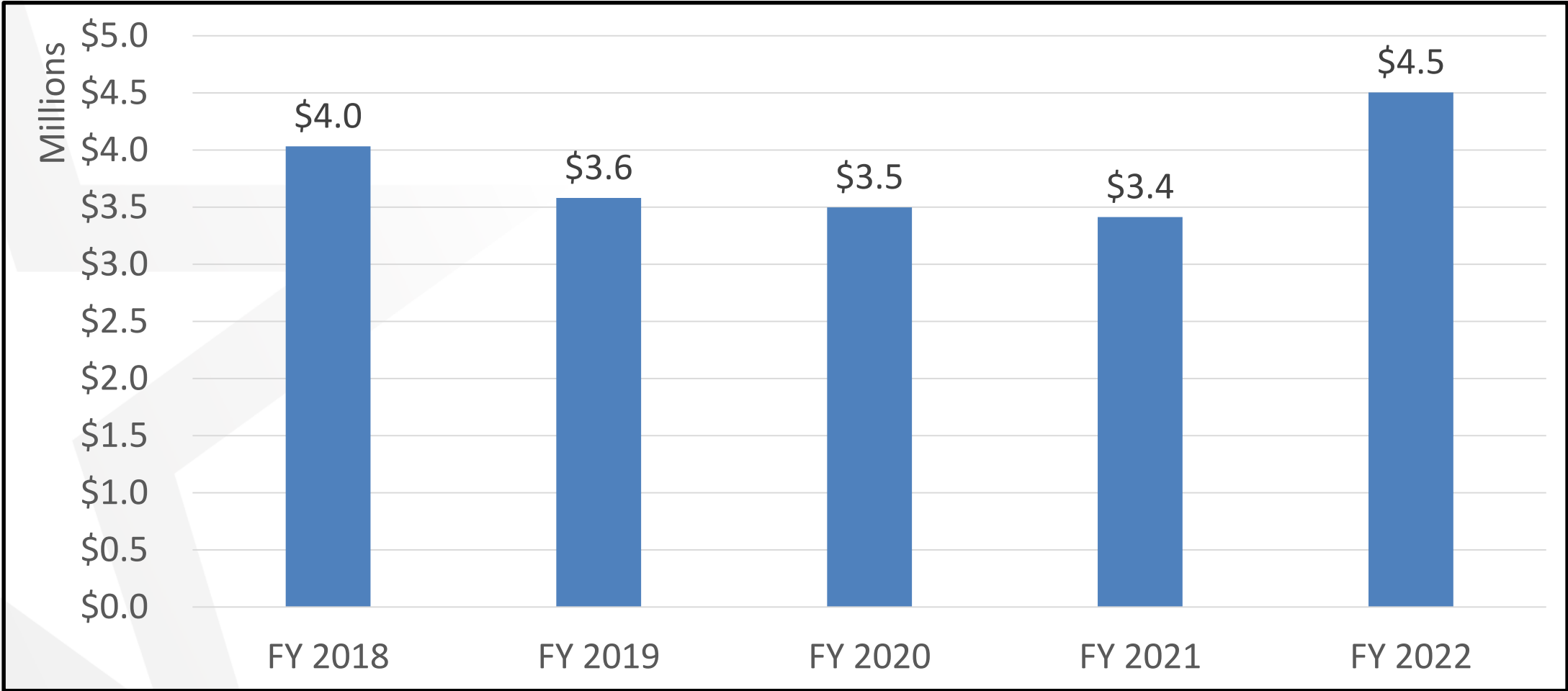
Fuel Costs

Sep - Feb



Electricity Costs

Sep - Feb



Summary

- Mid-year performance, plus historical data, will serve as the base for upcoming budget development
- Economic uncertainty (inflation, labor market, interest rates) will play in factor in remaining months and upcoming budget development
- Sales tax growth expected to slow in the coming months
- Fixed costs (ex. utilities, fuel, contracts) expected to continue increasing
- Revenue and expenditures will continue to be analyzed over next several months to ensure appropriate adjustments for FY 2023 estimates

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

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

SECOND QUARTER FY 2022

Date Completed	Fund	Amount	Project	BT Number and Justification	Funding Source
12/14/2021	4530	-	PCP11MT030	BT#2022-0193 To move funding based on Montecillo RTS Station Budget Summary and clean negative balances.	453-CO 2011 ISSUE
12/14/2021	4800	(52,516) (113,876) (4,332) 254,699 (24,495) (59,480)	PCP13ZO0B03 PCP13ZOOC01 PCP13ZOOD05 PCP13ZOOD06 PCP13ZOOD08 PCP13ZOO-PMFIRM	BT#2022-0195 Transfer project savings from Wildlife Theatre, Kalahan Discovery, Animal Holding I, Canal and Project Management into Animal Holding II to complete project.	GOP 2012 QUALITY OF LIFE
12/14/2021	4800	(685,950) 1,500,001 (519,820) (294,231)	PCP13ZOOA03 PCP13ZOOA07 PCP13ZOOA15 PCP13ZOOD01	BT#2022-0209 Reprograming budget from Alligator Exhibit, African Bird Indoor Holding and Komodo Dragon into Penguin Exhibit approved CC 11-23-21	GOP 2012 QUALITY OF LIFE
12/14/2021	4740	(300,000) 300,000	PCP17ST015 PCPBALANCE	BT#2022-0218 Transfer project savings from Riverbend Trail Phase III into PCPBALANCE fund 4740.	2013 STREET INFRASTRUCTURE
12/30/2021	4930	3,500,000	PIF22SAMSTORMRV	BT#2022-0271 BT for Storm Impact Fund (PIF22SAMSTORMRV) Reference BT 2022-0239.	Capital Projects-Internal
1/3/2022	4510 4740 4741 4745	(98,340) 98,340 (168,613) (57,274) - (64,445) (77,590) 367,923 (23,241) 23,241 (500,000) 500,000	PCP13ST003Y3G PCPBALANCE PCP13ST003Y3G PCP13ST003Y3H PCP17ST011 PCP18ST005 PCP19ST009 PCPBALANCE PCP17ST037 PCPBALANCE PCP19ST017 PCPBALANCE	BT#2022-0222 Transfer project savings from completed - Mimosa-Alicia-Flower-Yarbrough-George Dieter- Lee Trevino-Edgemere-Zaragoza-John Hayes into PCPBALANCE #1	452-CO 2010 ISSUE 2013 STREET INFRASTRUCTURE CO 2017 ISSUE 2019 CAPITAL PLAN
1/3/2022	4740 4743	(280,000) (175,539) (500,000) 955,539 (133,120) 133,120	PCP17ST002 PCP19ST010 PCP19ST012 PCPBALANCE PCP18ST009 PCPBALANCE	BT#2022-0223 Transfer project savings from completed street projects Brian Ray, New Haven, Holly and McCune into PCPBALANCE #2	2013 STREET INFRASTRUCTURE CO ISSUE FY18
1/3/2022	4741 4950	849,529 (849,529) -	PCP20TRAN05 PCPBALANCE PCP20TRAN05	BT#2022-0227 To increase the budget to balance for the construction phase for Rojas Widening - PCP20TRAN05	CO 2017 ISSUE Capital Projects-TxDot
1/3/2022	4530 4740	(485,105) 485,105 (153,947) 153,947	PCP20TRAN06 PCPBALANCE PCP21TRAN03 PCPBALANCE	BT#2022-0240 To move funds from Campbell PCP21TRAN03 and Bicycle Citywide PCP20TRAN06 to PCPBALANCE	453-CO 2011 ISSUE 2013 STREET INFRASTRUCTURE

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

SECOND QUARTER FY 2022

Date Completed	Fund	Amount	Project	BT Number and Justification	Funding Source
1/3/2022	4743	(25,216) 25,216	PCP17TRAN4 PCPBALANCE	BT#2022-0241 To move cost savings to PCPBALANCE from Chamizal Phase I - PCP17TRAN4	CO ISSUE FY18
1/12/2022	4820	(166,177) 166,177	PCP20FDRENOMSTR PCP21FS20RENOV3	BT#2022-0245 Transfer allocation from the Master Fire Station project into Fire Station to complete project.	Public Safety Bond
1/14/2022	4740	(100,000) (93,326) (92,000) (428,248) (141,251) 854,825	PCP13ST003Y3H PCP14ST001 PCP17ST001 PCP19ST019 PCP20ST011 PCPBALANCE	BT#2022-0231 Transfer project savings from completed street projects Robinson St PH 2 Annie Montoay Ethel John Hayes Arterial Lighting and Edgemere RC Poe Rndbt into PCPBALANCE #4	2013 STREET INFRASTRUCTURE
1/18/2022	4740	(961,777) (260,316) (188,000) (110) 1,410,203	PCP13ST003Y1G PCP17ST004 PCP20ST007 PCP20ST009 PCPBALANCE	BT#2022-0225 Transfer project savings from completed street projects Encino S, Elena, Feliz, Lomaland, Princeton, Tulane and Terramar into PCPBALANCE #3	2013 STREET INFRASTRUCTURE
1/19/2022	4740	(90,319) 90,319	PCP13ST0007 PCPBALANCE	BT#2022-0248 Transfer project savings from Ped Sidwalk & Parkway Master into PCPBALANCE.	2013 STREET INFRASTRUCTURE
1/19/2022	4820	572,075 (572,075)	PCP20FDSTATIO36 PCP20FDSTATIO40	BT#2022-0249 Transfer allocation from Fire Station #40 into Fire Station #36 Public Safety Bond - FD Programs	Public Safety Bond
1/19/2022	4740	125,000 (125,000)	PCP20ST005 PCPBALANCE	BT#2022-0260 Transfer allocation from PCPBALANCE into Davis St to complete project.	2013 STREET INFRASTRUCTURE
1/19/2022	4740	637,904 (637,904)	PCP13ST003Y3A PCPBALANCE	BT#2022-0261 Transfer allocation from PCPBALANCE to South Central V project - Streets	2013 STREET INFRASTRUCTURE
1/13/2022	4530 4740	485,105 (485,105) 153,947 (153,947)	PCP11MT050B PCPBALANCE PCP11MT050B PCPBALANCE	BT#2022-0265 To move from PCPBALANCE to Montana RTS - Airport PCP11MT050B	453-CO 2011 ISSUE 2013 STREET INFRASTRUCTURE
1/19/2022	4743 4745	336,116 (336,116) 103,884 (103,884)	PCP18ST013 PCPBALANCE PCP18ST013 PCPBALANCE	BT#2022-0267 Transfer budget from PCPBALANCE to Ted Houghton	CO ISSUE FY18 2019 CAPITAL PLAN
1/19/2022	4970	33,960	PCP14IB001	BT#2022-0272 Increase Budget for Storm Water for PDN Roundabout project - PSB Commitment Letter.	Other Outside Sources
1/19/2022	4970	712,281	PCP20TRAN05	BT#2022-0273 BT 05 Set up Budget for Storm Water for Rojas Widening project PSB commitment letter.	Other Outside Sources
1/19/2022	4743	-	PCP18ST015	BT#2022-0275 To adjust the budget to balance with the budget summary for Oregon Street Lighting - PCP18ST015	CO ISSUE FY18
1/19/2022	4740	120,000 (120,000)	PCP22TROWBRIDGE PCPBALANCE	BT#2022-0279 Transfer budget from PCPBALANCE to Trowbridge Drive Improvements.	2013 STREET INFRASTRUCTURE
2/2/2022	4741	100,355 (100,355)	PCP19ST014 PCPBALANCE		CO 2017 ISSUE

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

SECOND QUARTER FY 2022

Date Completed	Fund	Amount	Project	BT Number and Justification	Funding Source
	4745	358,951 37,164 (396,116)	PAP00981 PCP19ST014 PCPBALANCE	BT#2022-0270 Transfer budget from PCPBALANCE to Sunglow and Lockheed projects	2019 CAPITAL PLAN
	4746	169,789 (169,789)	PCP19ST014 PCPBALANCE		2020 Capital Funding Plan
2/2/2022	4743	-	PCP19TRAN01	BT#2022-0282 To balance the budget for Montana Widening Phase I - PCP19TRAN01	CO ISSUE FY18
2/2/2022	4741	-	PCP17TRAN5	BT#2022-0283 To balance budget for project Bicycle Connectivity Phase I - PCP17TRAN5	CO 2017 ISSUE
	4743	-	PCP17TRAN5		CO ISSUE FY18
	4746	-	PCP17TRAN5		2020 Capital Funding Plan
2/2/2022	4530	(150,713) 150,713	PCP11MT040 PCPBALANCE	BT#2022-0287 To transfer reimbursement from Dyer RTS - PCP11MT040 to PCPBALANCE	453-CO 2011 ISSUE
2/2/2022	4820	(3,148,050) 3,148,050	PCP20FDRENOMSTR PCP22FS03RENOV8	BT#2022-0288 Transfer budget from PCP20FDRENOMSTR (Master Project) into Renovations for Fire Stations #3	Public Safety Bond
2/2/2022	4820	(961,943) 961,943	PCP20FDRENOMSTR PCP22FS14RENOV3	BT#2022-0289 Transfer budget from PCP20FDRENOMSTR (Master Project) into Renovations for Fire Station #14	Public Safety Bond
2/2/2022	4820	(1,631,775) 1,631,775	PCP20FDRENOMSTR PCP22FS15RENOV8	BT#2022-0290 Transfer budget from PCP20FDRENOMSTR (Master Project) into Renovations for Fire Station #15	Public Safety Bond
2/2/2022	4820	(1,421,335) 1,421,335	PCP20FDRENOMSTR PCP22FS16RENOV2	BT#2022-0291 Transfer budget from PCP20FDRENOMSTR (Master Project) into Renovations for Fire Station #16	Public Safety Bond
2/2/2022	4820	(1,308,774) 1,308,774	PCP20FDRENOMSTR PCP22FS18RENOV7	BT#2022-0292 Transfer budget from PCP20FDRENOMSTR (Master Project) into Renovations for Fire Station #18	Public Safety Bond
2/2/2022	4800	25,000 (25,000)	PCP13PRKA03 PCPBALANCE	BT#2022-0307 Transfer budget from PCPBALANCE into Bartlet Park to complete the QOL projectFund 4800	GOP 2012 QUALITY OF LIFE
2/10/2022	4510	75,283 (75,283)	PCP22TRAN03 PCPBALANCE	BT#2022-0321 To setup the budget for HSIP - Hercules Avenue Safety Lights - PCP22TRAN03 City Match	452-CO 2010 ISSUE
2/10/2022	4970	123,965	PCP19TRAN03	BT#2022-0348 Increase PSB commitment for storm sewer system for Central Business District Phase IV.	Other Outside Sources
2/11/2022	4820	(425,657) 425,657	PCP20PDRENOMSTR PCP21FS10RENOV8	BT#2022-0339 Transfer budget from Fire Station Master Project into Fire Station 10 for renovation.	Public Safety Bond
2/15/2022	4820	500,000 (500,000)	PCP20PDEASTSIDE PCP20PDHEADQUAR	BT#2022-0295 Transfer budget from PD Headquarters - PCP20PDHEADQUAR into EPPD Eastside Regional Command Center - PCP20PDEASTSIDE (Third Party Inspection)	Public Safety Bond
2/23/2022	4530	-	PCP18TRAN04	BT#2020-0377 To balance the budget with the budget summary for Delta - PCP18TRAN04	453-CO 2011 ISSUE
	4743	-	PCP18TRAN04		CO ISSUE FY18
	4950	-	PCP18TRAN04		Capital Projects-TxDot
2/23/2022	4740	152,953 (152,953)	PCP17ST001 PCPBALANCE	BT#2022-0356 Transfer from PCPBALANCE Fund 4740 to complete Robinson Phase II project damaged by storm	2013 STREET INFRASTRUCTURE
2/23/2022	4743	-	PCP11MT050A	BT#2022-0357 Balance the budget Montana RTS - Far East Transfer Center - PCP11MT050A	CO ISSUE FY18
	4746	-	PCP11MT050A		2020 Capital Funding Plan
2/23/2022	4741	34,002	PCPBALANCE	BT#2022-0375 Transfer project savings from PIF17FD020 Fire Station Rehab into	CO 2017 ISSUE

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

SECOND QUARTER FY 2022

Date Completed	Fund	Amount	Project	BT Number and Justification	Funding Source
		(34,002)	PIF17FD020	PCBALANCE.	
2/23/2022	4970	70,328	PCP18TRAN04	BT#2022-0376 Set up budget for water and sewer for Delta Bridge Replacement project PCP18TRAN04	Other Outside Sources
2/23/2022	4530	-	PCP20TRAN05	BT#2022-0378 To balance the budget for Rojas Widening - PCP20TRAN05	453-CO 2011 ISSUE
	4741	-	PCP20TRAN05		CO 2017 ISSUE
2/25/2022	4530	-	PCP18TRAN03	BT#2022-0352 To balance the budget for Davis - PCP18TRAN03	453-CO 2011 ISSUE
	4743	-	PCP18TRAN03		CO ISSUE FY18
	4950	-	PCP18TRAN03		Capital Projects-TxDot
2/25/2022	4741	(387)	PCP17ST024	BT#2022-0352 Transfer project savings from the traffic signal program in Fund 4741 into PCPBALANCE and correct division	CO 2017 ISSUE
		(2,472)	PCP17ST032		
		(11,347)	PCP17ST033		
		(4,730)	PCP17ST034		
		(34,540)	PCP17ST036		
		(14,681)	PCP17ST038		
		(34,215)	PCP17ST039		
		102,372	PCPBALANCE		
2/25/2022	4530	-	PCP11MT050B	BT#2022-0354 Align budget for Montana RTS - Airport PCP11MT050B	453-CO 2011 ISSUE
	4746	-	PCP11MT050B		2020 Capital Funding Plan



Legislation Text

File #: 22-285, 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, Juliana 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 preview of the 2022 Strategic Plan Goal Team report series.

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

DEPARTMENT: City Manager's Department

AGENDA DATE: March 15, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Performance Office, Juliana 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 preview of the 2022 Strategic Plan Goal Team report series.

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 of the upcoming series organized by the four vision blocks of Safe and Beautiful Neighborhoods, Vibrant Regional Economy, Exceptional Recreational, Cultural and Educational Opportunities and High Performing Government.

PRIOR COUNCIL ACTION:

N /A

AMOUNT AND SOURCE OF FUNDING:

N /A

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

DEPARTMENT HEAD:

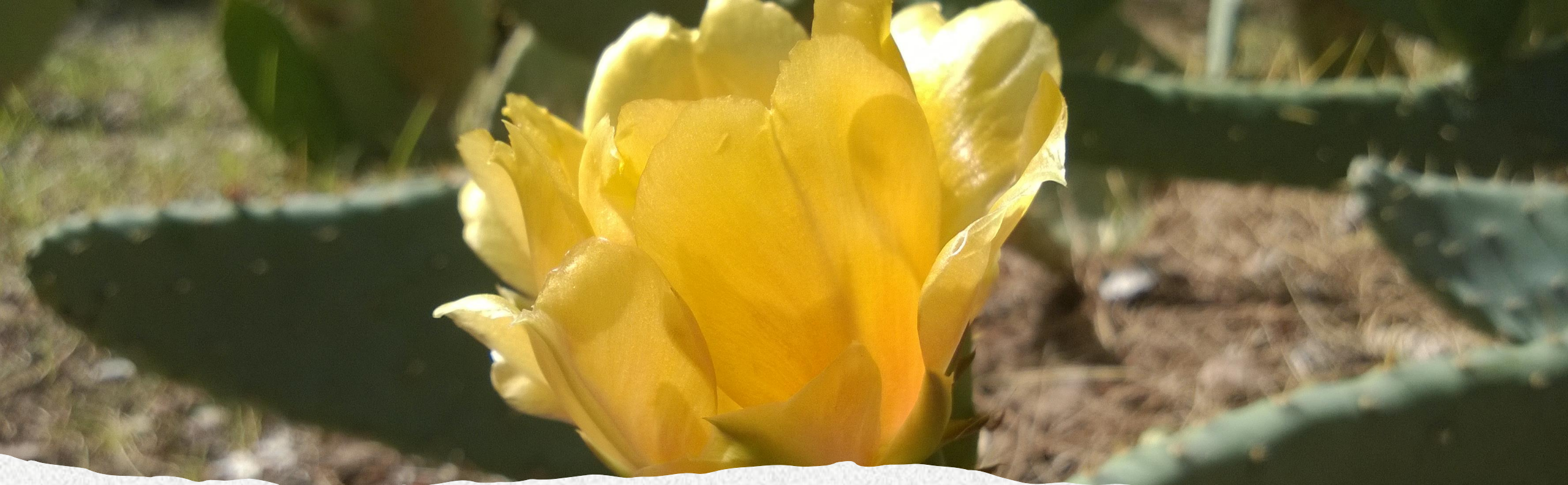
(If Department Head Summary Form is initiated by Purchasing,
client department should sign also)



2022 GOAL TEAM REPORTING SERIES PREVIEW

3.15.22





WHAT WE WILL COVER

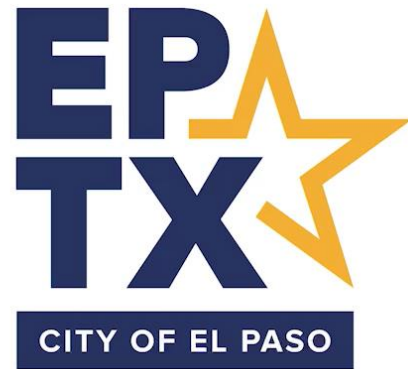
- A look back
- Strategic planning snapshot
- What's next...

A photograph of the Plaza Theatre marquee at night. The marquee is illuminated with red and yellow lights, forming a decorative arch. The word "PLAZA" is displayed in large, gold, stylized letters at the top. Below it, a white rectangular sign contains the text "CITY OF EL PASO" and "A LOOK BACK AT OUR TRANSFORMATION". To the left of the marquee, the words "BOX OFFICE" are visible on the building's facade. The background shows a city street with other buildings and a sunset sky.

PLAZA

CITY OF EL PASO

A LOOK BACK AT OUR TRANSFORMATION



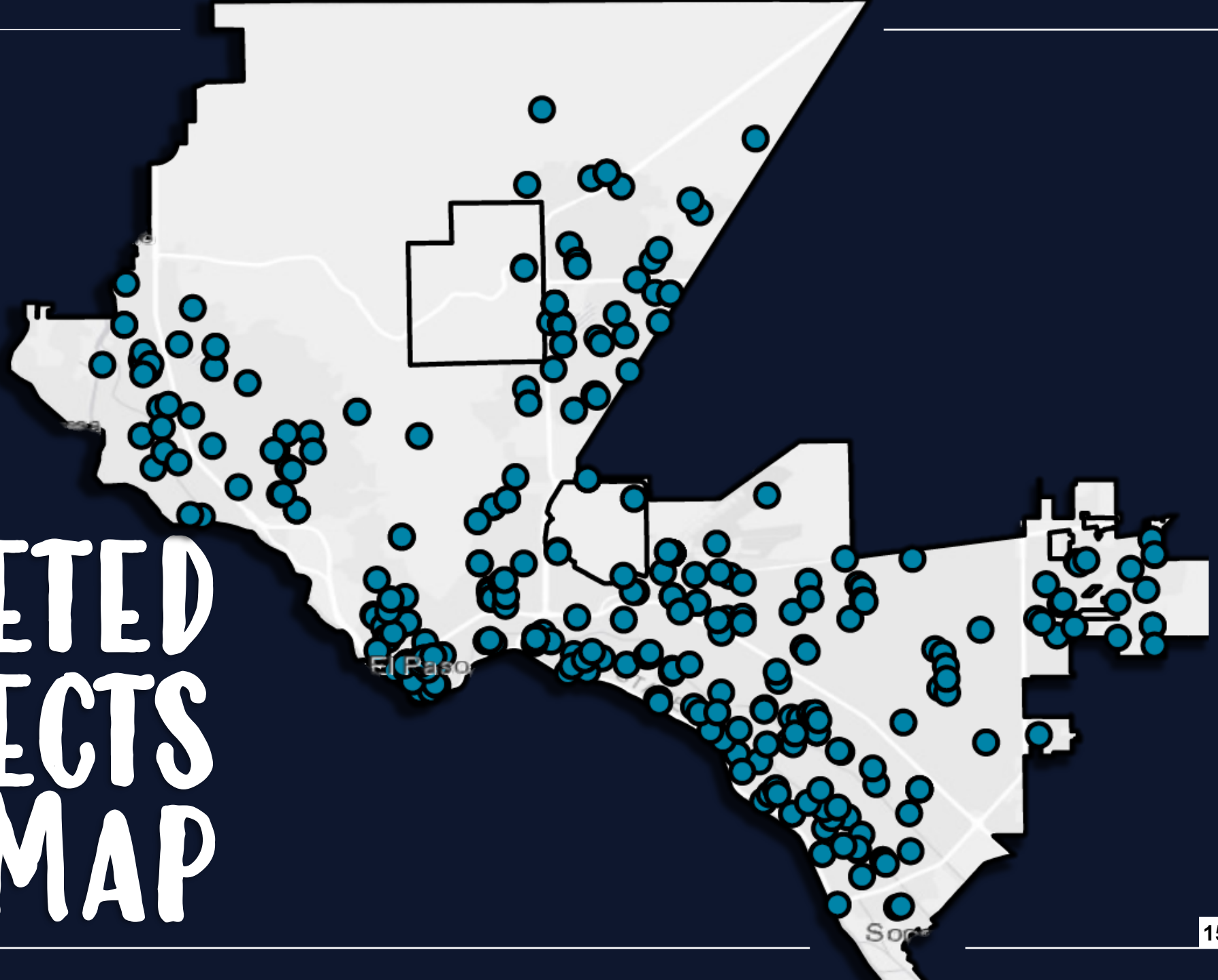
A REMARKABLE TRANSFORMATION

442

COMPLETED

PROJECTS

COMPLETED PROJECTS MAP





174 +

**Park and Recreation
Improvements**

59 +
**Facility
Improvements**



23 +
Airport Improvements



164 +
**Transportation
Improvements**



22 +
**Public Safety
Improvements**

ACTIVE CAPITAL IMPROVEMENTS

District	Pre-Design / Design	Bidding	Construction
District 1 (West)	14	7	12
District 2 (Central)	17	17	13
District 3 (Central)	19	4	8
District 4 (Northeast)	22	3	10
District 5 (East)	13	0	4
District 6 (Mission Valley)	16	7	6
District 7 (East, Mission Valley)	16	5	8
District 8 (West)	20	15	15
Total	137	58	76

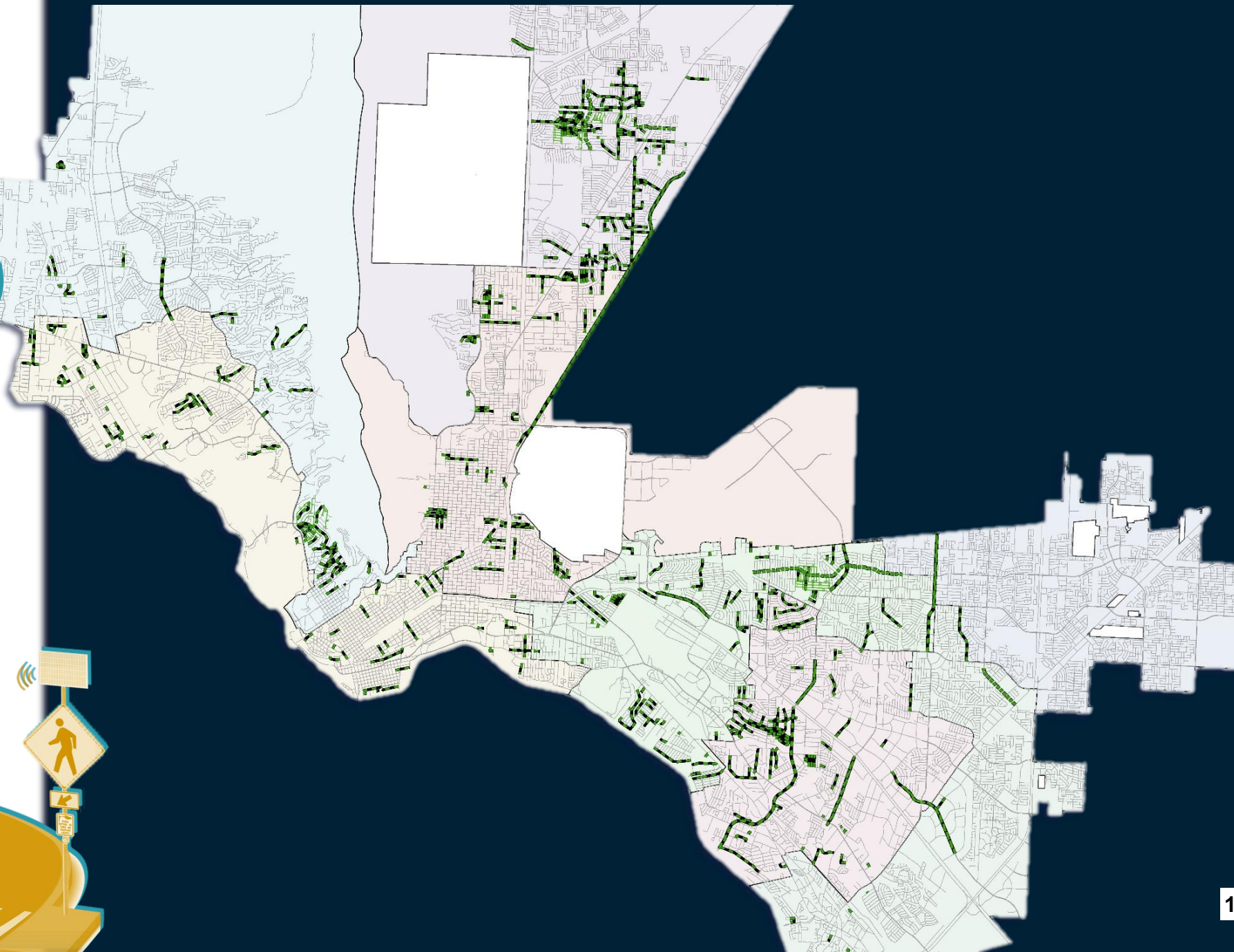
**Totals include multiple-district projects

District 2 includes Airport Projects; District 8 includes Downtown and Zoo

425

Resurfaced Streets

(2013 - Present)



56 RECONSTRUCTED STREETS (YTD)

Status	3/2016	12/2017	2/2019	6/2019	10/2019	2/2020	7/2020	8/2020	1/2020	4/2021	03/2022
Completed	2	10	18	21	21	27	35	35	42	47	56
Construction	6	7	25	27	34	36	24	24	17	16+1 NTMP	8 + 1 NTMP
Design	10	27	22	17	10	2	0	0	0	2	1
Programmed	47	21	0	0	0	0	0	0	0	0	0
Deferred	0	0	0	0	0	0	6+1 NTMP	6+1 NTMP	6+1 NTMP	0	0
TOTAL	65	65	65	65	65	65	65	65	65	65	65





McCune Road Reconstruction



Edna and Dolan Street Reconstruction



Brian Ray Street Reconstruction



N. Yarbrough Median Landscaping & Lighting



Hawkins Boulevard Reconstruction



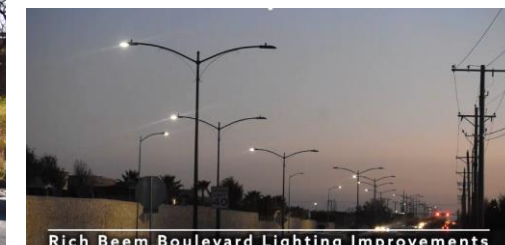
Davis Drive Street Reconstruction



Robinson Avenue Street Reconstruction Phase II



Lomaland Drive Reconstruction



Rich Beem Boulevard Lighting Improvements



New Haven Street Reconstruction



Mimosa Street Reconstruction

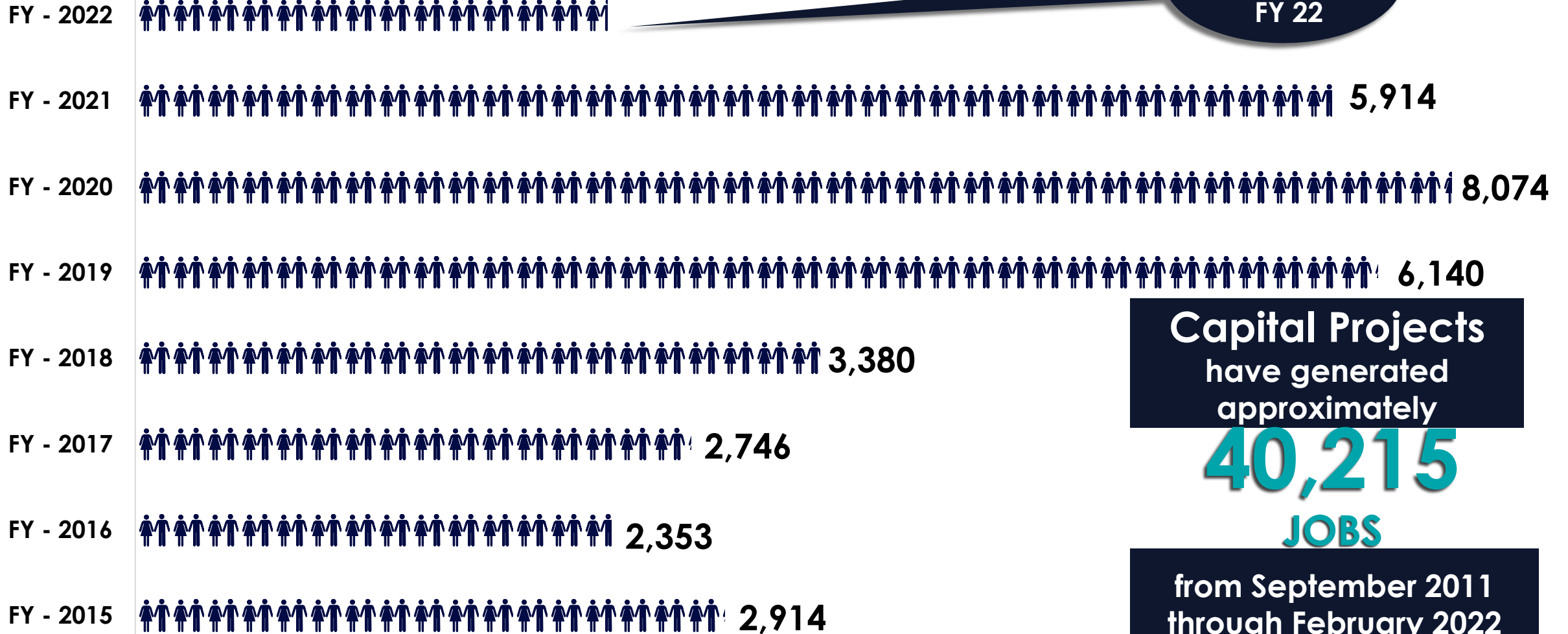


Paddlefoot Lane Reconstruction

JOBS SUPPORTED VIA CIP

2,333

FY 22



Capital Projects
have generated
approximately

40,215
JOBS

from September 2011
through February 2022

* CID construction contracts only

-500

500

1500

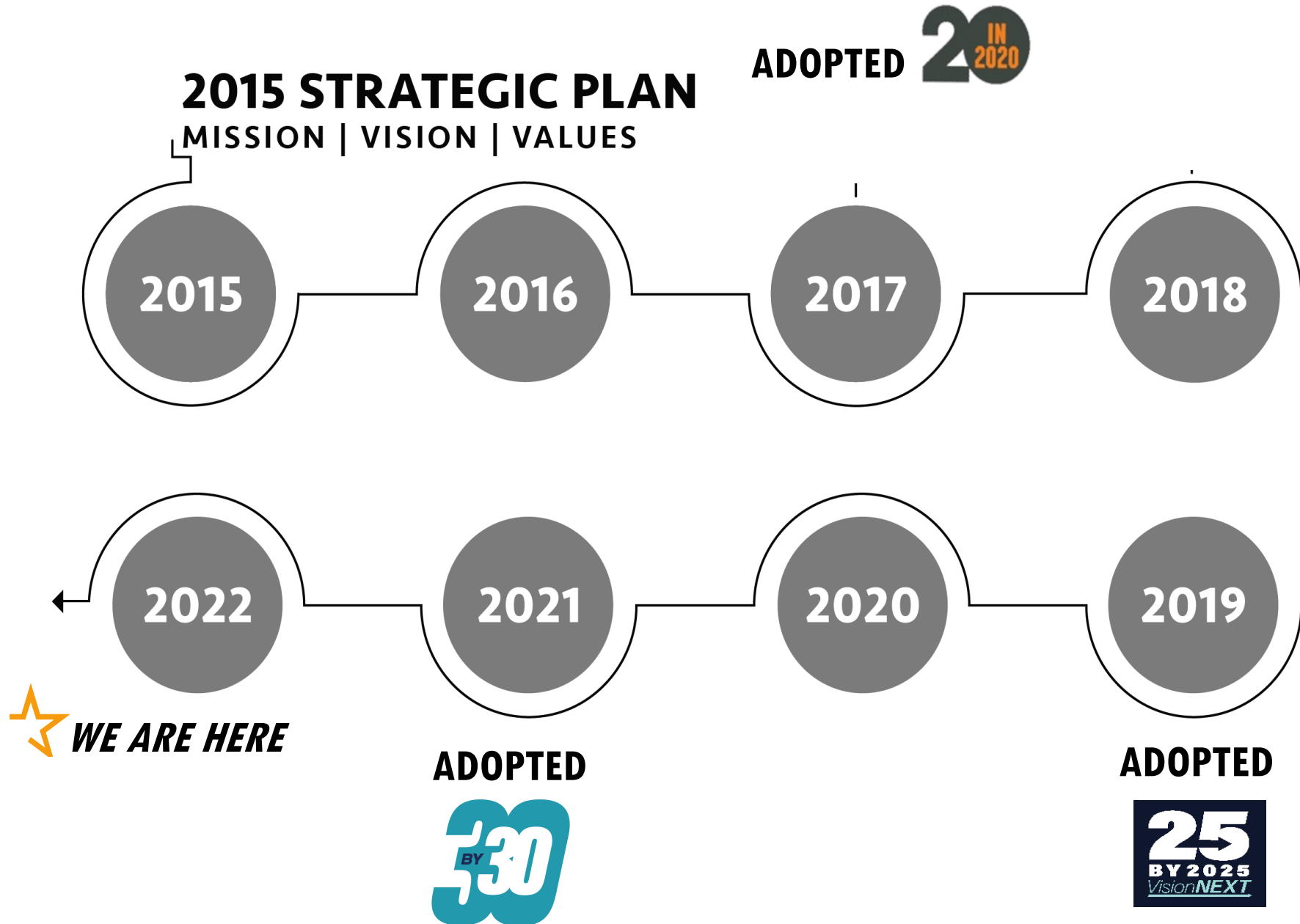
2500

3500

4500

Jobs Created

ORGANIZATIONAL BLUEPRINT



STRATEGIC ALIGNMENT



STRATEGIC PLANNING PROCESS



- 1 Input/Ideas
- 2 Identify
- 3 Integrated Budget Process
- 4 Implement
- 5 Integrate

STRATEGIC MAPPING

Plan Adopted (2015)
Refreshed (2017, 2019, 2021)

4 VISION BLOCKS

8 GOALS

54 STRATEGIES (9 INTEGRATED RESILIENCE STRATEGIES)

20
IN
2020

20 IN 20 KEY STRATEGIC OBJECTIVES

25
BY 2025
VisionNEXT

25 BY 2025 KEY STRATEGIC OBJECTIVES

STARTING
POINT

01

02

03



**Established Mission,
Vision & Values**

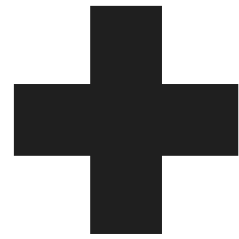


**Affirmed
8 Strategic Goals**



**Determined
Strategic Objectives**





5 NEW
STRATEGIC
OBJECTIVES



KEY THEMES

Vibrant Regional
Economy

Safe + Beautiful
Neighborhoods

Exceptional
Recreational,
Cultural and
Educational
Opportunities

High Performing
Government

- ✓ Economic Prosperity
- ✓ Dynamic and integrated planning
- ✓ Broadly partnered
- ✓ Aligned with identified community priorities/needs
- ✓ Increased access to services
- ✓ From development to implementation
- ✓ Communicating successes
- ✓ Talent Pipeline

Longer-term financial sustainability

Public Health, Continued response + recovery

NEW STRATEGIC OBJECTIVES

Vibrant Regional Economy

1. Grow existing and attract new target industries, including advanced manufacturing and international development; creating an innovation-driven culture of technology that **fosters economic prosperity** and creates high paying career pathways.

Vibrant Regional Economy

2. Continue the development of **integrated planning** efforts with Communities of Excellence (COE) partners.

NEW STRATEGIC OBJECTIVES

High Performing
Government

3. Plan and implement dynamic and **broadly partnered** talent management strategies.

Exceptional
Recreational,
Cultural and
Educational
Opportunities

4. Develop a bond package focused on addressing **identified community priorities and needs** aligned with targeted areas of investment.

Safe + Beautiful
Neighborhoods

5. Develop solutions to **increase access and services** for El Pasoans experiencing or at-risk of homelessness.

Safe + Beautiful
Neighborhoods

UPDATED STRATEGIES

Vibrant Regional
Economy

1.2 Develop, **implement** and continue to build eco-tourism and heritage tourism programming, improvements and infrastructure.

Exceptional
Recreational, Cultural
and Educational
Opportunities

Safe + Beautiful
Neighborhoods

7.1 Provide reliable and sustainable water supply and distribution systems and **storm water management**.

Safe + Beautiful
Neighborhoods

8.4 Develop and **implement** a comprehensive climate action plan aligned with identified community priorities and established strategic objectives focused on transportation, infrastructure, economy and equity.



2021 REPORTING CYCLE PREVIEW

Vision Block	Goal Teams	Update
ALL	Series Preview	3.15.22
SAFE & BEAUTIFUL NEIGHBORHOODS (SBN)	GOALS 2, 7, 8 TEAM REPORT	3.29.22
VIBRANT REGIONAL ECONOMY (VRE)	GOALS 1, 3 TEAM REPORT	4.12.22
EXCEPTIONAL OPPORTUNITIES (ERCEO)	GOAL 4 TEAM REPORT	4.26.22
HIGH PERFORMING GOVERNMENT (HPG)	GOALS 5, 6 TEAM REPORT	5.10.22
ALL	Series Wrap Up	5.24.22

WHAT WE WILL COVER...

1. Key Service Impacts (COVID-19)
2. Key Accomplishments
3. Key Performance Indicators
4. Update on Key Deliverables
5. Key Challenges/Opportunities

2022

CITY OF EL PASO STRATEGIC PLAN

Four Vision Blocks
ensure goals, strategies and strategic objectives are aligned across all operations by the key areas ingrained in the vision statement:



The City of El Paso

The City of El Paso is a reflective and future-focused organization. The Strategic Plan sets the tone and direction of our service delivery by establishing goals, strategies, and resources to achieve them. Activating the power of the plan has shaped transformative, long-term results since its initial adoption in 2015.

We undertake a Strategic Planning Process to reflect on work accomplished, assess progress being made across our eight goals to attain our four vision blocks, and to envision we identify new or emerging areas of focus. This process is dynamic, intentional and developmental. Our leadership system in action anchored in Plan, People, Process and Performance.

City Leaders convened the most recent Strategic Planning Session in December 2021. This high-energy, community-focused event combined reinforcing the collective big picture—driven by the data, dialogue, and key decisions shaping our future.

This document provides a visual mapping of the goals, strategies, and key strategic objectives defining the strategic work of our organization.



Eight Goals
are broad statements that provide direction on how progress will be measured toward the four established vision blocks:

Strategies
identify specific areas of interest and focus supporting traction on the eight established goals

Strategic Objectives
reinforce established strategies and are considered the most critical strategic imperatives for the organization (i.e., 30 by 2030)

4 VISION BLOCKS

8 GOALS

25 BY 2025
25 BY 2025

30 BY 2030
30 BY 2030

By 2030, 30% of our workforce will be Hispanic/Latino

1 Activate targeted redevelopment (Goal 1)
- Medical Center of the Americas Expansion
- Remington Station/Alameda Loop/Northeast Parkway
- Fuel Pumps
- Airport Development
- High priority corridor development plans
- Parking strategies
- Operation of City-owned properties

2 Expand Downtown revitalization/redevelopment (Goal 1) to include:
- Streetcar corridor viability
- Convention center renovation
- Parking management plans
- Transitway

3 Enhance cross-border mobility experience for bridge users (Goal 1)
- Capital Investment Plan implementation
- Revitalizing border communities and trade management

4 Launch new business-friendly practices and services improving entrepreneurship opportunities (Goal 1)

5 Identify and develop plans for areas of redevelopment and local partnership (Goal 1)

6 Expand investment in public safety operations (Goal 1)
- Staffing needs
- Program-based Police and Fire
- Equipment and completion of new vehicle equipment
- Development and completion of new public safety facilities
- Programs supporting safe and sustainable communities

7 Establish a brand that celebrates and promotes El Paso's unique identity and offerings (Goal 2)

8 Complete Quality of Life Bond Projects and develop Signature programming (2.0) (Goal 4)
- Mexican American Cultural Center
- Children's Museum
- Multicultural Cultural and Performing Arts Center

9 Align and implement key investment strategies (linked to 6.0) sustaining and enhancing park system operations and outdoor offerings (Goal 4)

10 Expand workforce development and organizational focus on continuous improvement through targeted training, activating partnerships, and growing best practices (Goal 4)

11 Become a model for activating interagency and multisector partnerships and demonstrate results under the Communities of Excellence framework (Goal 6)

12 Expand Downtown revitalization/redevelopment (Goal 1) to include:
- Streetcar corridor viability
- Convention center renovation
- Parking management plans
- Transitway

13 Optimize resources by evaluating and aligning service delivery mechanisms (Goal 6)
- Shared Services
- Community Preparedness/Continuity of Operations
- Volunteer Programs

14 Identify potential new revenue streams (Goal 6)

15 Establish Bond Election (Goal 6)
- Document, publicize and maximize existing smart technology already deployed
- Implement an open-data initiative
- Expand digital innovation efforts (linked with 4.2)
- Create a world-class laboratory environment to explore scalable smart technology pilot applications
- Establish partnerships to facilitate smart neighborhood development and deployment

16 Define and begin implementation of a Smart Community Roadmap through the strategic integration of technology and data-driven action into city operations (Goal 6)

17 Expand the investment and beautification of street infrastructure (2.0) (Goal 1)
- Streets Resurfacing
- Streets Reconstruction Plan
- Walk-Travel Streets program
- Graffiti abatement program
- Comprehensive Green Infrastructure Plan
- Entryway and wayfinding

18 Implement improvements and activate programming that supports and promotes multimodal transportation (2.0) (Goal 1)

19 Create and implement a comprehensive facility and fleet investment plan (2.0) (Goal 1)

20 Create and implement a comprehensive facility and fleet investment plan (2.0) (Goal 1)

21 Evaluate and integrate key policies, practices and space planning improving community health outcomes and risk reduction (Goal 6)

22 Support affordable, high-quality housing options especially for vulnerable populations (2.0) (Goal 6)



Legislation Text

File #: 22-267, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 6

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of the Southwest ¼ of the Northwest ¼ of Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, 1500 Joe Battle Boulevard, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-3 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1500 Joe Battle Boulevard

Applicant: City of El Paso, PZRZ21-00009

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

AGENDA DATE: March 15, 2022

PUBLIC HEARING DATE: April 12, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 6

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of the Southwest ¼ of the Northwest ¼ of Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, 1500 Joe Battle Boulevard, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-3 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1500 Joe Battle Boulevard

Applicant: City of El Paso, PZRZ21-00009

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-3 (Residential) to C-3 (Commercial) to allow for commercial development. City Plan Commission recommended 7-0 to approve the proposed rezoning on June 3, 2021. As of February 28, 2022, the Planning Division has received one email in opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 16, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, 1500 JOE BATTLE BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of a portion of the Southwest 1/4 of the Northwest 1/4 of Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, 1500 Joe Battle Boulevard, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-3 (Residential)** to **C-3 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2022.

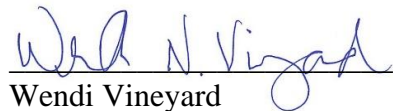
THE CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

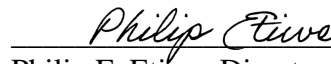
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

Property description: A 15.039-acre parcel, being a portion of the Southwest 1/4 of the Northwest 1/4 of Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 15.309-acre parcel, being a portion of the Southwest 1/4 of the Northwest 1/4 of Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a city monument at the centerline intersection of Paseo Lago Drive (Paseos Del Sol Unit Two Amending Subdivision, Book 80, Page 6, Plat Records, El Paso County, Texas) and Paseo Grande Street (Paseos Del Sol Unit Two Amending Subdivision) from which a city monument at the centerline P.I. of Paseo Lago Drive bears North 89°59'49" East, a distance of 419.06 feet; Thence, South 0°00'00" East, along the centerline of Paseo Grande Street, a distance of 130.99 feet to the south boundary of Paseos Del Sol Unit Two Amending Subdivision; Thence, South 89°59'39" West, along said boundary, a distance of 651.22 feet to the intersection of the east boundary of Paseos Del Sol Unit Two Amending Subdivision and the south boundary of that certain parcel of land described December 3, 2019, in Clerk's File No. 20190092697, Deed Records, El Paso County, Texas; Thence, South 89°59'39" West, along said south boundary of that certain parcel of land described December 3, 2019, in Clerk's File No. 20190092697, Deed Records, El Paso County, Texas, a distance of 673.15 feet to the common boundary between the easterly boundary of the City of El Paso Limits and the westerly boundary of the El Paso County Limits (City of El Paso Ordinance #16391, July 5, 2006, Clerk's File No. 20060065824, Deed Records, El Paso County, Texas), for the **POINT OF BEGINNING** of this description;

THENCE, South 89°59'39" West, continuing along said south boundary of that certain parcel of land described December 3, 2019, in Clerk's File No. 20190092697, Deed Records, El Paso County, Texas, a distance of 500.05 feet to the east right-of-way of Joe Battle Boulevard (right-of-way varies, January 26, 1973, Book 433, Page 1417, Deed Records, El Paso County, Texas);

THENCE, North 0°37'00" West, along said right-of-way, a distance of 1288.06 feet;

THENCE, North 1°17'00" East, continuing along said right-of-way, a distance of 21.54 feet to the south boundary of Paseos Del Sol Unit One (Book 78, Page 27, Plat Records, El Paso County, Texas);

THENCE, North 89°59'50" East, along said boundary, a distance of 499.78 feet to the common boundary between the easterly boundary of the City of El Paso Limits and the westerly boundary of the El Paso County Limits;

THENCE, South 0°35'49" East, along said boundary, a distance of 1309.56 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 15.039 acres (655,102 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500


Mark U. Balansay, R.P.L.S.
Texas License No. 6489

Job Number 19-0025B
December 10, 2021

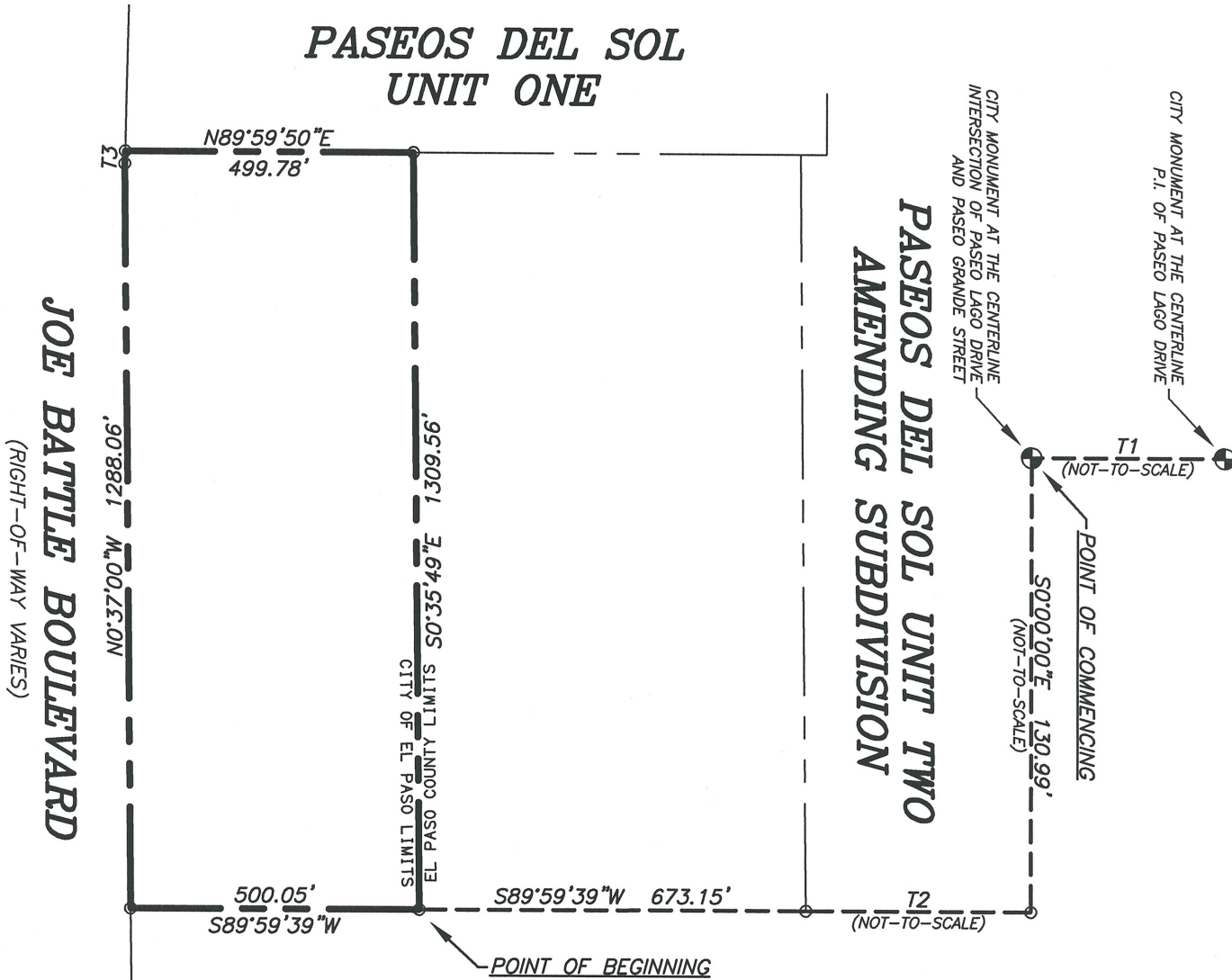
NOTES:

1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HERewith ACCOMPANIES THIS PLAT OF SURVEY.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF PASEO LINDO DRIVE FROM THE PLAT OF PASEOS DEL SOL UNIT ONE RECORDED IN BOOK 78, PAGE 27, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. PASEO LAGO DRIVE AND PASEO GRANDE STREET ARE FROM THE PLAT OF PASEOS DEL SOL UNIT TWO AMENDING SUBDIVISION, RECORDED IN BOOK 80, PAGE 6, PLAT RECORDS, EL PASO COUNTY, TEXAS.
4. JOE BATTLE BOULEVARD (RIGHT-OF-WAY VARIES) IS DESCRIBED JANUARY 26, 1973, IN BOOK 433, PAGE 1417, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. THE CITY OF EL PASO AND EL PASO COUNTY LIMITS BOUNDARY LINE SHOWN HEREON IS FROM CITY OF EL PASO ORDINANCE #16391, DATED JULY 5, 2006, IN CLERK'S FILE NO 20060065824, DEED RECORDS, EL PASO COUNTY, TEXAS.
6. THE SOUTHERLY BOUNDARY OF THE SUBJECT PROPERTY DESCRIBED DECEMBER 3, 2019, IN CLERK'S FILE NO. 20190092697, DEED RECORDS, EL PASO COUNTY, TEXAS.



SCALE: 1" = 300'

0 150 300 600



TRACT 1A SECTION 16 BLOCK 79 TOWNSHIP 3
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS

LINE TABLE		
LINE #	BEARING	DISTANCE
T1	N89°59'49"E	419.06'
T2	S89°59'39"W	651.22'
T3	N1°17'00"E	21.54'

PARCEL AREA
15.039 ACRES
655,102 SQ. FT.



ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928



A 15.039-ACRE PARCEL, BEING A PORTION OF THE
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16,
BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY
COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS

TEXAS REG. SURVEYING FIRM 10060500

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ALL RIGHTS RESERVED

DATE: 12-10-21

SCALE: 1" = 300'

DRAWN BY: MUB

CHK'D BY:

FB: ~

FILE #: 19-0025B

REVISED:

1500 Joe Battle Boulevard

City Plan Commission — June 3, 2021 **REVISED**



CASE NUMBER:	PZRZ21-00009
CASE MANAGER:	John Scott, 915-212-1644, ScottJM1@elpasotexas.gov
PROPERTY OWNER:	375 Properties, LLC.
REPRESENTATIVE:	Alvidrez Architecture Inc.
LOCATION:	1500 Joe Battle Blvd. (District 6)
PROPERTY AREA:	15.03 acres
REQUEST:	Rezone from R-3 (Residential) to C-3 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	As of May 31, 2021, Planning has received one email in opposition.

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-3 (Commercial) to allow the subject property to be zoned to allow the same use as the property to the immediate east. The property to the east is outside city limit's and not subject to the City of El Paso zoning regulations but proposed to be similar future commercial development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed commercial development is consistent with adjacent commercial properties within its vicinity and is in keeping with the policies of *Plan El Paso* for the G-4, Suburban (Walkable) Future Land Use Designation in the East Planning Area.

PZRZ21-00009

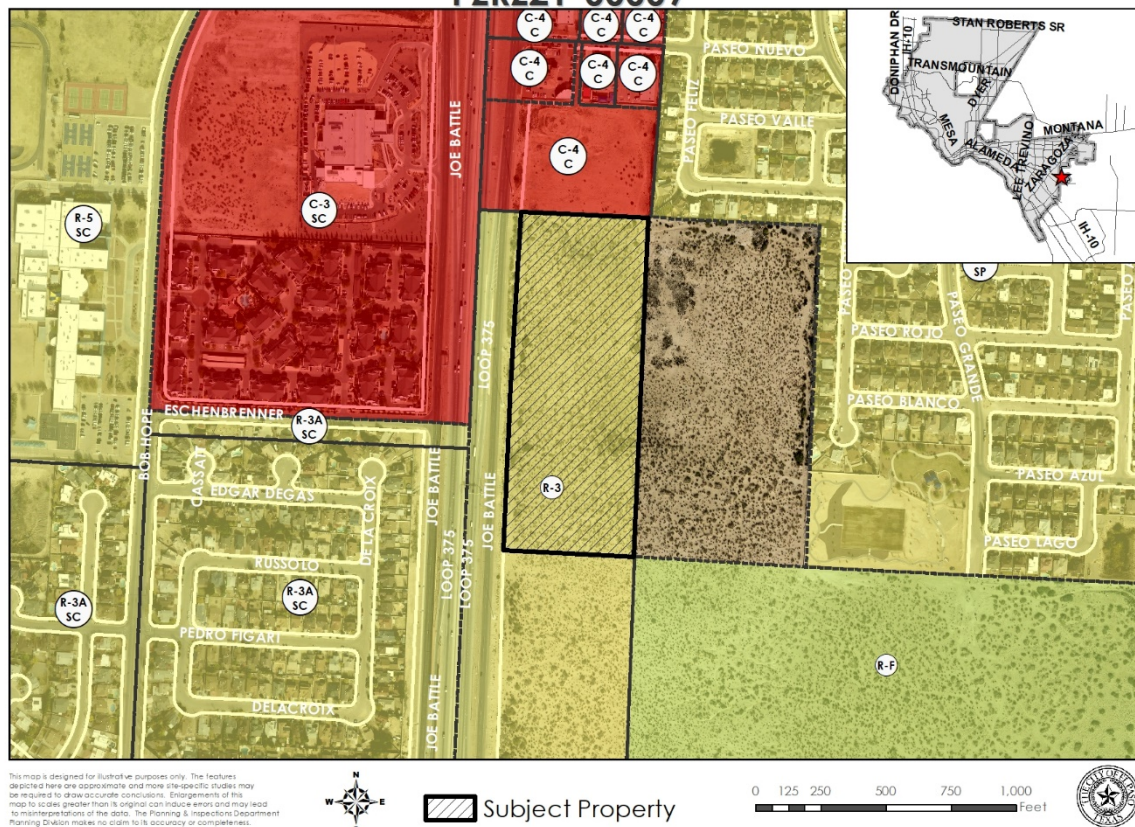


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-3 (Commercial) to allow the subject property to be zoned to allow similar uses as the majority of the surrounding property, which is primarily zoned for commercial use or part of the El Paso Extraterritorial jurisdiction. The rezoning would allow the subject property similar uses as the property to the immediate east, which is in El Paso's Extraterritorial jurisdiction and not restricted to the City of El Paso's zoning regulations. The property to the immediate east is planned to future development consisting of some commercial use. The rezoning would also allow the subject property similar uses as the property to the immediate north and northwest which are also commercially zoned. Main access to the property is proposed from Joe Battle Drive.

PREVIOUS CASE HISTORY: None

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed future development is consistent with surrounding properties and meets the established character of its surrounding neighborhood. The property abuts other commercial properties to the north zoned C-4 (Commercial/ condition) and partially to the west zoned C-3/sc (Commercial/ special contract). The commercial property to the North is vacant commercial land. The commercial property to the west, across Joe Battle Boulevard, consists of University Medical Center East and Las Mansiones apartments. Partially abutting the southwestern edge of the property, also across Joe Battle Boulevard, is residential development zoned R-3A/sc (Residential/Special Contract) consisting of single family residences. The property south of the proposed development is vacant land zoned R-3 (Residential). The property east of the proposed is the El Paso 5-mile ETJ and not subject to city zoning regulations.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban: This sector applies to modern single-use residential sub-divisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes, the proposed future commercial development is consistent with other commercial districts in the neighborhood. Commercial uses are common and welcomed in this sector. Three side of the proposed development consist of vacant land. To the north, vacant land zoned commercial, to the east, vacant land in the El Paso Extraterritorial jurisdiction, and to the south, vacant land zoned residential. On the western side of the proposed development and across a designated freeway, there is existing residential development consisting mainly of single-family residences as well as existing commercial development consisting of an apartment complex and medical center.</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-3 (Commercial) District: The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes, the proposed future commercial development is compatible with existing commercially zoned properties.</p>
<p>Preferred Development Locations: Is the property in a "Drivable Suburban" area?</p>	<p>Yes, this property is located in a Drivable Suburban area, which areas are likely to maintain a predominately automobile dependent development pattern. Thoroughfares will have sidewalks and bike lanes will be provided where travel speeds are higher. The property is located in Joe Battle Boulevard, which is classified as a freeway on the City of El Paso's Major Thoroughfare Plan.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>None, there are no historic districts nor special designations for this property.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>The proposed future commercial development is not anticipated to cause any adverse effects on the community. It has the potential to maximize the use of an existing parcel.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property does not lie within an arroyo or other sensitive environment. No negative environmental impacts are anticipated.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The neighborhood is in transition with vacant property expected to be developed into mixed use development.</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>There are two (2) new proposed rights-of-way's which will provide street connection's off of the existing Joe Battle Boulevard.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Primary access is proposed from Joe Battle Boulevard, classified as a freeway. The freeway classification is appropriate to serve future commercial development. Existing services and infrastructure are appropriate to serve future development.

PUBLIC COMMENT: The subject property lies within the Eastside Civic Association. Surrounding property owners within 300 feet were notified by mail on May 19, 2021. The Planning Division has received one email in opposition to the rezoning request.

CITY PLAN COMMISSION OPTIONS:

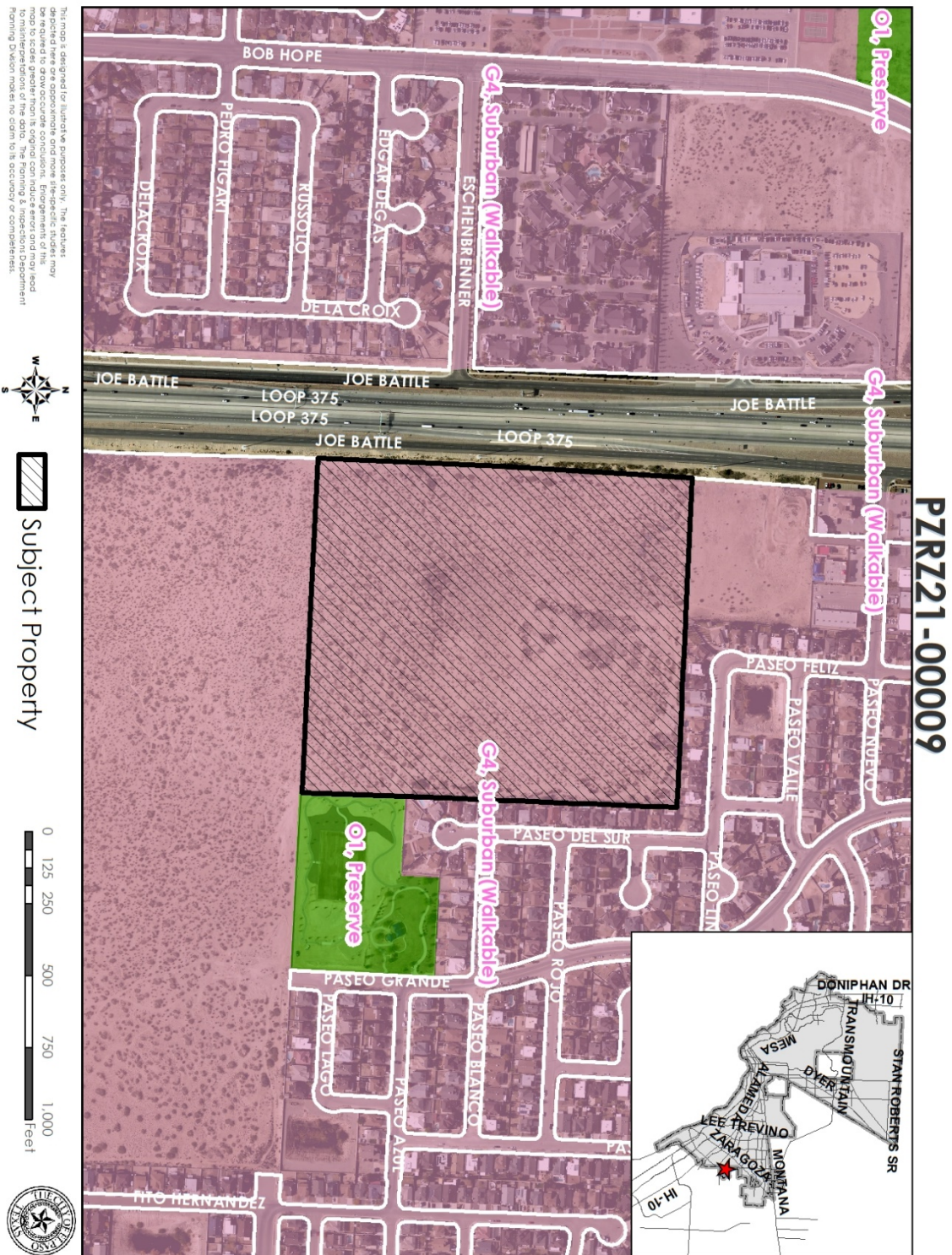
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Department Comments
3. Neighborhood Notification Boundary Map
4. Detailed Site Plan
5. Email in opposition

ATTACHMENT 1



ATTACHMENT 2

Planning and Inspections Department – Planning Division

1. The Planning Division recommends approval of the rezoning request.
2. Applicant provides documents of authorization to sign on behalf of 375 Properties LLC.
3. Applicant provides meets and bounds for portion located inside city limits only.

Texas Department of Transportation

No comments received

Planning and Inspections Department – Plan Review

1. Recommend approval.

Planning and Inspections Department – Landscaping Division

No comments received

Planning and Inspections Department – Land Development

1. TXDOT approval will be required at time of grading and building plans for drainage and access requirements.

Fire Department

Recommend approval.

Police Department

No comments received.

Sun Metro

Recommend approval.

Streets and Maintenance

As per Section 19.18.010 of the El Paso City Code, a Traffic Impact Analysis (TIA) shall be required unless the subdivision was vested under previous codes which exempt the requirement. A TIA scoping meeting or waiver request shall be coordinated with Adam McCreary at McCrearyAM@elpasotexas.gov.

El Paso Water

We have reviewed the request described above and provide the following comments:

Joe Battle Blvd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Joe Battle Blvd. right-of-way requires written permission from TxDOT.

Water:

There is an existing 12-inch diameter water main extending along Joe Battle Blvd. fronting the subject

property. This main is located approximately 7-feet west of the eastern right-of-way line of Joe Battle Blvd.. This water main is available for service.

There is an existing 16-inch diameter water main extending along Paseo Grande St. approximately 24-feet west of the east side of the Paseo Grande St. There is an existing 8-inch diameter water main along the improved portion of Cevalia Avenue. These mains are available for main extensions. Water mains are to be extended by creating a looped system.

Previous water pressure readings from fire hydrant # 7782 located 1125-feet north of the intersection of Joe Battle Blvd. and Pellicano Dr., have yielded a static pressure of 50 pounds per square inch, a residual pressure of 48 pounds per square inch, and a discharge flow of 949 gallons per minute.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Paseo Grande St. Also, there is an existing 12-inch diameter sewer main along the improved portion of Cevalia Avenue. There is an existing These main are available for main extensions. Owner is to grade the property to allowed sanitary sewer service by gravity to the above mentioned mains.

General:

Water and sanitary sewer main extensions will be required to provide service to the property. Easements will be required. The Owner will be responsible for all main extension and easement acquisition costs.

All easements dedicated for public water and/or sanitary sewer facilities are to comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWU 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 EPWU – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

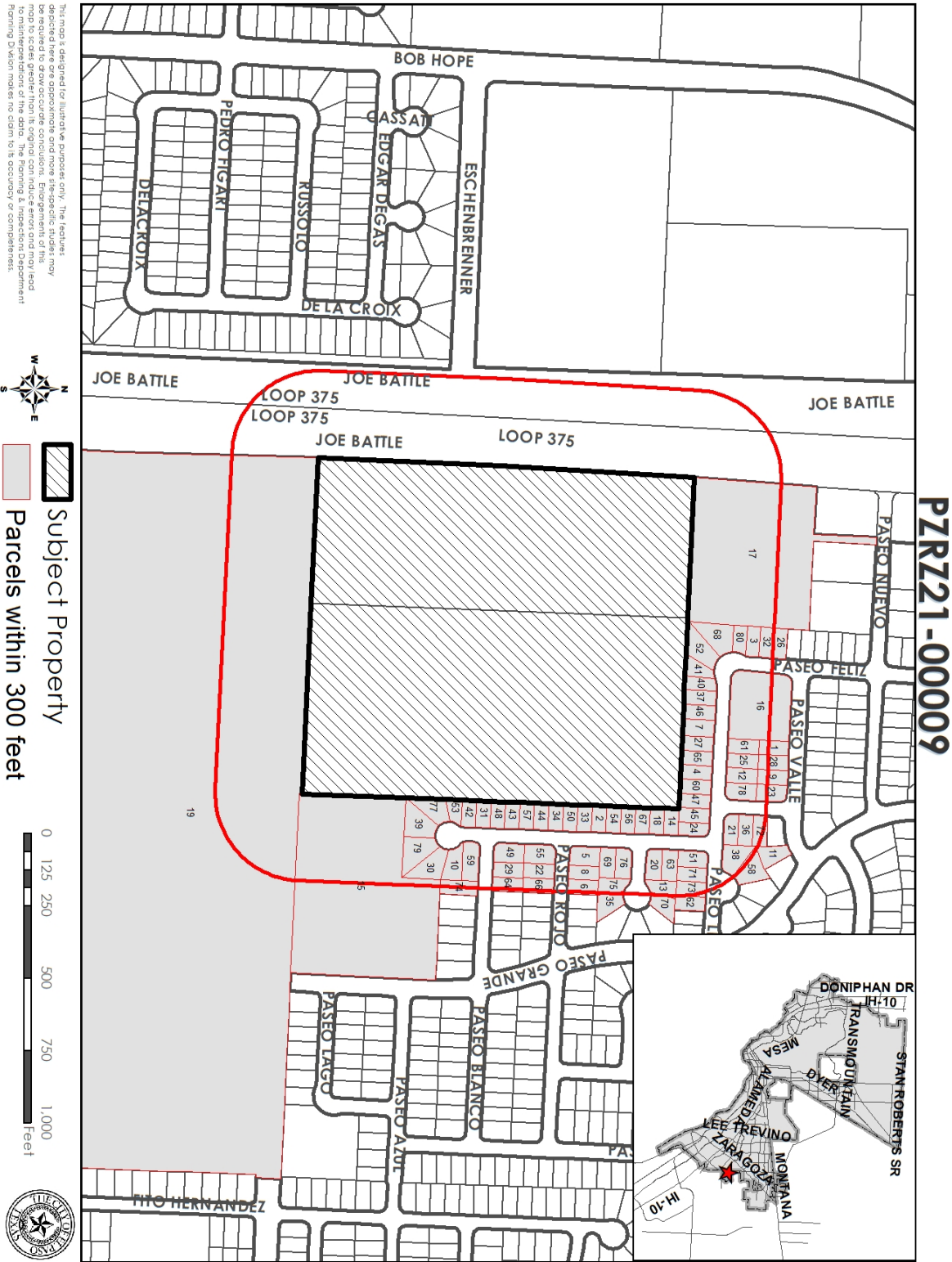
El Paso Water Utilities – Stormwater Engineering

EPWater - SW has reviewed the case distribution described above and has no objections to the request of rezoning.

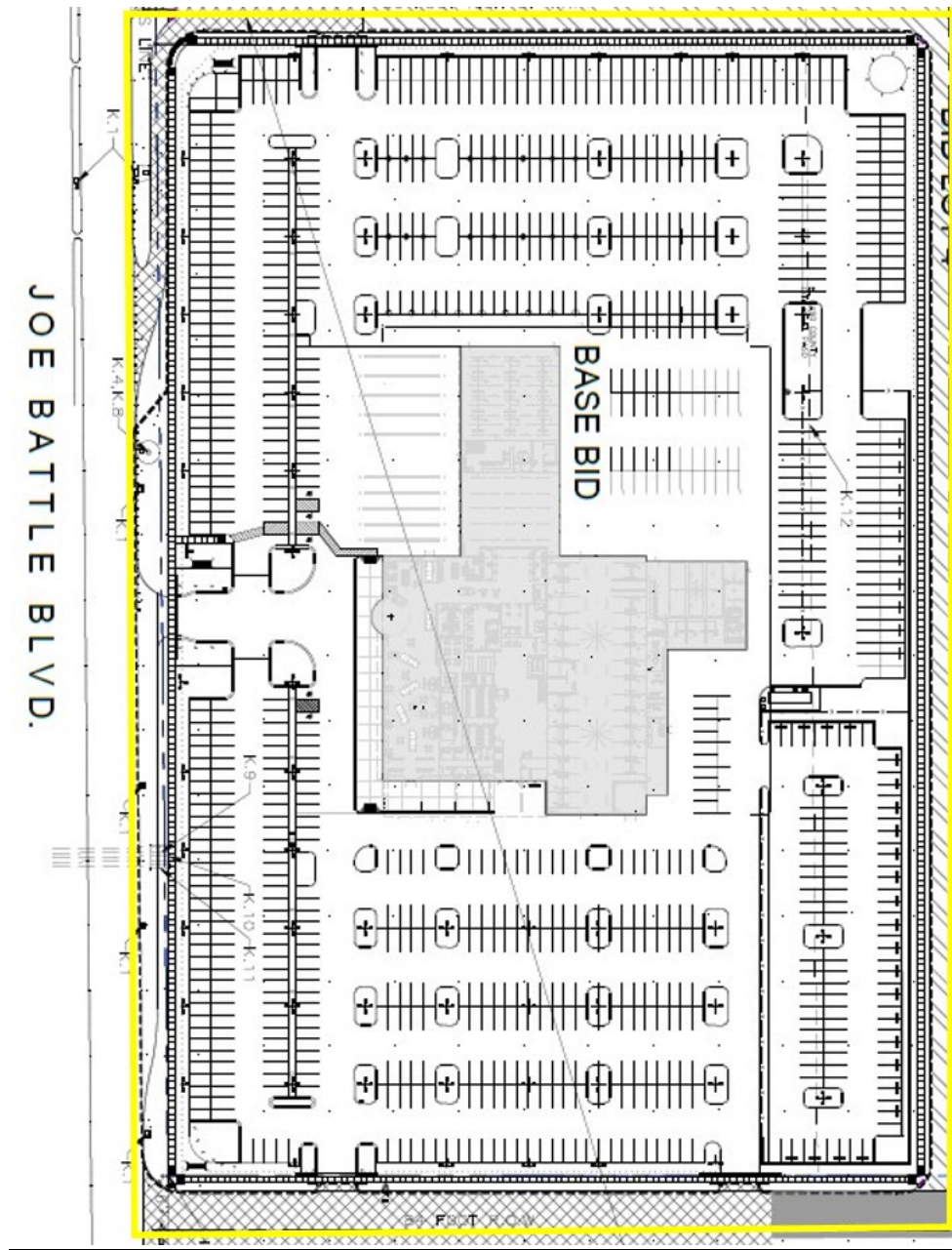
El Paso Central Water Improvement District #1

The above mentioned item is not within the boundaries of EPCWID1.

ATTACHMENT 3



ATTACHMENT 4



ATTACHMENT 5

Garcia, Raul

From: Gerardo J. Hernandez <kingoftint@hotmail.com>
Sent: Monday, May 31, 2021 1:19 PM
To: Scott, John M.
Subject: Case: PZRZ21-00009

Hello,

I am writing to you to express my concerns as per your letter, regarding the rezoning of property at 1500 Joe Battle. I am not aware of the limits of R-3 to C-3, I'm not sure of the limits C-3 has. My concern is that if C-3 allows building of big commercial buildings to be put up right behind my house, I'm 100% against this. Commercial properties always bring nuisance in the smell of garbage, added noise to the area and could potentially be a bother if businesses serve the night crowd are opened. I am all for economic growth, I'm not excited if someone's going to win at my loss, not to mention if the commercial buildings are too close to my property, it could potentially drop my property value. If C-3 is for small strip mall style of buildings, as long as they are done with a reasonable distance from housing to keep the peace within the neighborhood.

I would ask that before you make a final decision, you put yourself in the shoes of the homeowners of that subdivision. Thank you for your time and consideration.

Regards,

Gerardo Hernandez (Jerry)
915 598 8468



Legislation Text

File #: 22-276, 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, David Samaniego, (915) 212-1608

AGENDA LANGUAGE:

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

An Ordinance releasing all conditions placed on property by Ordinance No. 8786 which changed the zoning of a portion of Lots 2 and 3 and all of Lots 4, 5, 6, 7 and 8, and the east 10' of Lot 9, Block 7, Golden Hill Addition, 1519 and 1525 Golden Hill Terrace Street, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1519 and 1525 Golden Hill Terrace Street

Applicant: ML Real Property LLC, PZCR21-00001

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

AGENDA DATE: March 15, 2022

PUBLIC HEARING DATE: April 12, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
David Samaniego, (915) 212-1608

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance releasing all conditions placed on property by Ordinance No. 8786 which changed the zoning of a portion of Lots 2 and 3 and all of Lots 4, 5, 6, 7 and 8, and the east 10' of Lot 9, Block 7, Golden Hill Addition, 1519 and 1525 Golden Hill Terrace Street, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1519 and 1525 Golden Hill Terrace Street
Applicant: ML Real Property LLC, PZCR21-00001

BACKGROUND / DISCUSSION:

The applicant is requesting to release all conditions imposed on the subject property by Ordinance No. 8786, dated September 23, 1986 to allow for a residential development. City Plan Commission recommended 7-0 to approve the proposed condition release on December 16, 2021. As of March 8, 2022, the Planning Division has received one (1) phone call of inquiry, but no communication in support or opposition to the condition release 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 F. Etiwe
Philip F. Etiwe – Planning and Inspections Director

ORDINANCE NO. _____

AN ORDINANCE RELEASING ALL CONDITIONS PLACED ON PROPERTY BY ORDINANCE NO. 8786 WHICH CHANGED THE ZONING OF A PORTION OF LOTS 2 AND 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, AND THE EAST 10' OF LOT 9, BLOCK 7, GOLDEN HILL ADDITION, 1519 AND 1525 GOLDEN HILL TERRACE STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of the property described as *A PORTION OF LOTS 2 AND 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, AND THE EAST 10' OF LOT 9, BLOCK 7, GOLDEN HILL ADDITION, 1519 AND 1525 GOLDEN HILL TERRACE STREET., City of El Paso, El Paso County, Texas*, was changed by Ordinance No. 8786 approved by City Council on SEPTEMBER 23, 1986; and,

WHEREAS, the rezoning was subject to certain zoning conditions, and

WHEREAS, placement of such conditions were necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting the removal all of the conditions because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

That all of the zoning conditions imposed by Ordinance No. 8786 approved by City Council on *SEPTEMBER 23, 1986*, on the portion of land identified in Exhibit "A" be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions as follows:

- 1. THE PROPERTY SHALL ONLY BE USED FOR A RETIREMENT CENTER COMPLEX.*
- 2. FIRST PARTY MUST CONSTRUCT A PEDESTRIAN OVERPASS ACROSS ARIZONA STREET FROM GROUND LEVEL ON THE PROPOSED SITE TO GROUND LEVEL ON THE MEDICAL CENTER SIDE OF ARIZONA STREET. THE PEDESTRIAN OVERPASS IS TO BE CONSTRUCTED APPROXIMATELY SIXTY (60) FEET WEST OF GOLDEN HILL TERRACE ADDITION.*

ORDINANCE NO. _____

PZCR

3. A WALKWAY MUST BE CONSTRUCTED FROM THE NORTH END OF THE OVERPASS DOWN TO THE BUS STOP LOCATED AT THE NORTHWEST CORNER OF ARIZONA STREET AND GOLDEN HILL TERRACE ADDITION, AND A WALKWAY UP TO THE MEDICAL CENTER GROUND LEVEL.

4. FIRST PARTY MUST ARRANGE WITH THE PROPERTY OWNER(S) ON THE NORTH SIDE OF ARIZONA STREET FOR THE INSTALLATION OF THE PEDESTRIAN OVERPASS CONNECTING TO THE MEDICAL CENTER PROPERTY.

5. GOLDEN HILL TERRACE MUST BE PAVED TO CITY STANDARDS.

6. GUARDRAILS AND HANDRAILS ARE REQUIRED ALONG RIO GRANDE AVENUE.

7. THE CITY PLAN COMMISSION AND THE CITY COUNCIL SHALL HAVE THE RIGHT TO RESTRICT THE HEIGHT OF ANY BUILDING(S) CONSTRUCTED ON THE PROPERTY AT THE TIME THE DETAILED SITE DEVELOPMENT PLAN IS SUBMITTED TO THE CITY FOR APPROVAL.

8. CONDITIONS #2 THROUGH #6 MUST BE COMPLIED WITH PRIOR TO THE ISSUANCE OF ANY CERTIFICATES OF OCCUPANCY.

ADOPTED this _____ day of _____, 2022.

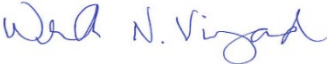
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

PZCR

Exhibit "A"

PROPERTY DESCRIPTION 1519-1525 GOLDEN HILL TERRACE

Description of a parcel of land being a portion of Lots 2 and 3 and all of Lots 4, 5, 6, 7 and 8, and the east 10' of Lot 9, Block 7, Golden Hill Addition, City of El Paso, El Paso County, Texas, map of said Golden Hill Addition, recorded in volume 3, page 35, El Paso County plat records, and being those parcels recorded in Clerk's file #20210076480 and Clerk's file #20210076481, El Paso County deed records, and described as follows;

Beginning at a chiseled "X" found at the southeasterly corner of said Block 7, also an angle point of the northwesterly ROW line of Golden Hill Terrace (variable width), said "X" also marking the southeasterly corner of said parcel recorded in Clerk's file #20210076480, and being the "Point Of Beginning";

Thence, with said ROW line of Golden Hill Terrace, South 53°01'02" West a distance of 115.31' to a 5/8" rebar with cap found at the southwesterly corner of said parcel recorded in Clerk's file #20210076481;

Thence, with the southwesterly boundary of said parcel recorded in Clerk's file #20210076481, North 36°58'58" West a distance of 188.30' to the northwesterly corner of said parcel recorded in Clerk's file #20210076481 and lying on the southeasterly ROW line of Arizona Avenue (72' wide);

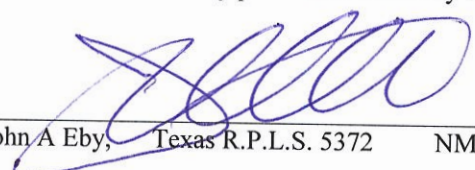
Thence, with said southeasterly ROW line of Arizona Avenue, North 53°01'02" East a distance of 135.00' to a nail found at the most northerly common lot corner of Lots 3 and 4 of said Block 7.

Thence, with the common lot line of said Lots 3 and 4, and with the easterly boundary line of said parcel recorded in Clerk's file #20210076480, South 36°58'58" East a distance of 90.67' to chiseled "V" found at an angle point of said easterly boundary line of said parcel recorded in Clerk's file #20210076480;

Thence, continuing with said easterly boundary line of said parcel recorded in Clerk's file #20210076480, North 53°01'02" East a distance of 40.37' to a chiseled "X" found on said ROW line of Golden Hill Terrace;

Thence, with said ROW line of Golden Hill Terrace, South 05°22'31" East a distance of 114.40' to the "Point Of Beginning" and containing 16,006 sq. ft. or 0.3674 acres.

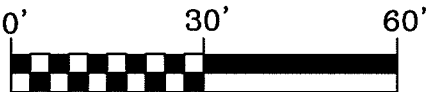
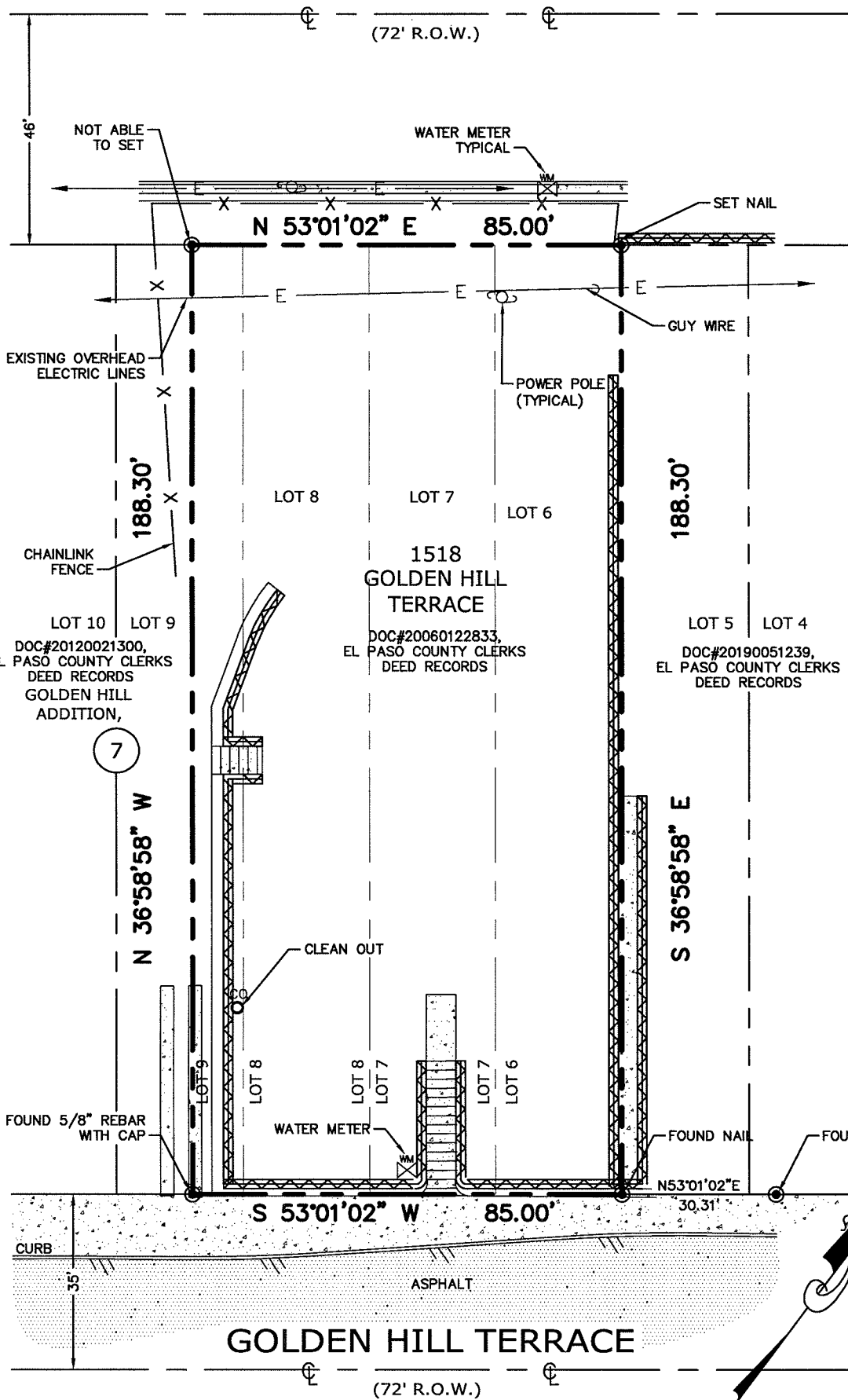
Based on a field survey performed under my supervision and dated 7/21/2021.


John A Eby, Texas R.P.L.S. 5372 NM PLS 17779

Paso Del Norte Surveying Inc.
13998 Bradley Road
El Paso, TX. 79938
915-241-1841
TBPEPS FIRM #10001200



ARIZONA AVENUE



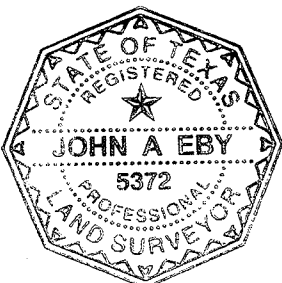
SCALE: 1"=30'

NOTE: THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS

JOHN A EBY TX-5372 NM-17779



TBPELS FIRM #10001200

LOT 6, 7, 8, & THE EAST 10' OF LOT 9,
BLOCK 7, GOLDEN HILL ADDITION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT RECORD:
VOLUME: 3
PAGE: 35

TITLE CO: WEST STAR TITLE FILE#: 210889 DATED: 05/28/2021

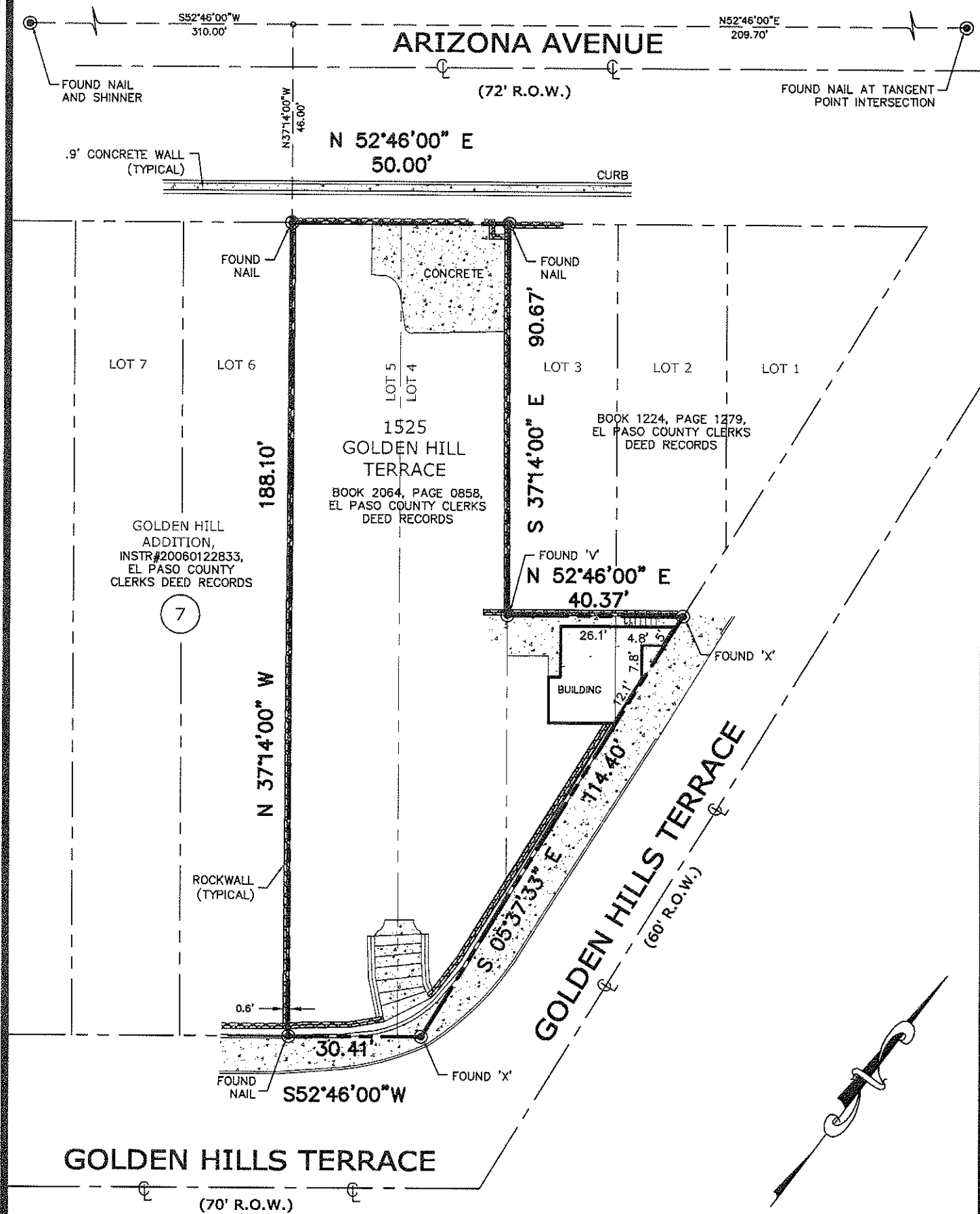
FIRM ZONE: C PANEL#: 480214-0039-B DATED: 10/15/1982

DATE OF SURVEY: 7/21/2021 OFFICE: EA FIELD: JAE, AG

PASO DEL NORTE SURVEYING INC.

13998 BRADLEY ROAD, EL PASO, TEXAS 79938

PH. 915-241-1841
FAX 915-855-6925
© COPYRIGHT

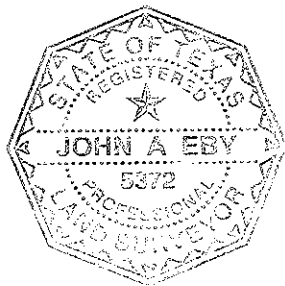


CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS

JOHN A EBY TX-5372 NM-17779

NOTE:
THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.



TBPLS FIRM #10001200

LOTS 4 & 5, & A PORTION OF LOTS 2 & 3,
BLOCK 7, GOLDEN HILL ADDITION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT RECORD:
VOLUME: 3
PAGE: 35

TITLE CO: WEST STAR TITLE FILE#:190979-COM DATED: 6/24/2019

FIRM ZONE: C PANEL#: 480214-0033-B DATED: 10/15/1982

DATE OF SURVEY: 6/26/2019 OFFICE: EA FIELD: JAE, AG, JC

PASO DEL NORTE SURVEYING INC.

13998 BRADLEY ROAD, EL PASO, TEXAS 79938

PH. 915-241-1841
FAX 915-855-6925
© COPYRIGHT

1519 and 1525 Golden Hill Terrace

City Plan Commission — December 16, 2021



CASE NUMBER: PZCR21-00001
CASE MANAGER: David Samaniego, (915) 212-1608, SamaniegoDC@elpasotexas.gov
PROPERTY OWNER: ML Real Property LLC
REPRESENTATIVE: ML Real Property LLC c/o Matt Lopez
LOCATION: 1519 and 1525 Golden Hill Terrace Street (District 8)
PROPERTY AREA: 0.60 acres
REQUEST: To release conditions on the subject properties imposed by Ordinance No. 8786, dated September 23, 1986
RELATED APPLICATIONS: None
PUBLIC INPUT: One (1) phone call of inquiry received as of December 9, 2021

SUMMARY OF REQUEST: The applicant is requesting to release all conditions imposed on the subject property by Ordinance No. 8786, dated September 23, 1986. These conditions, among others, limit the use of the property to a "retirement center complex" and require certain public improvements that have since been constructed.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. Staff finds the conditions are no longer necessary or have been satisfied. The proposed residential uses are consistent with other apartment districts in the immediate area, and meet the established character of its surrounding neighborhood. Furthermore, the proposed development meets the intent of the G-2, Suburban Traditional Neighborhood (Walkable) land use designation of *Plan El Paso* in the Central Planning Area.

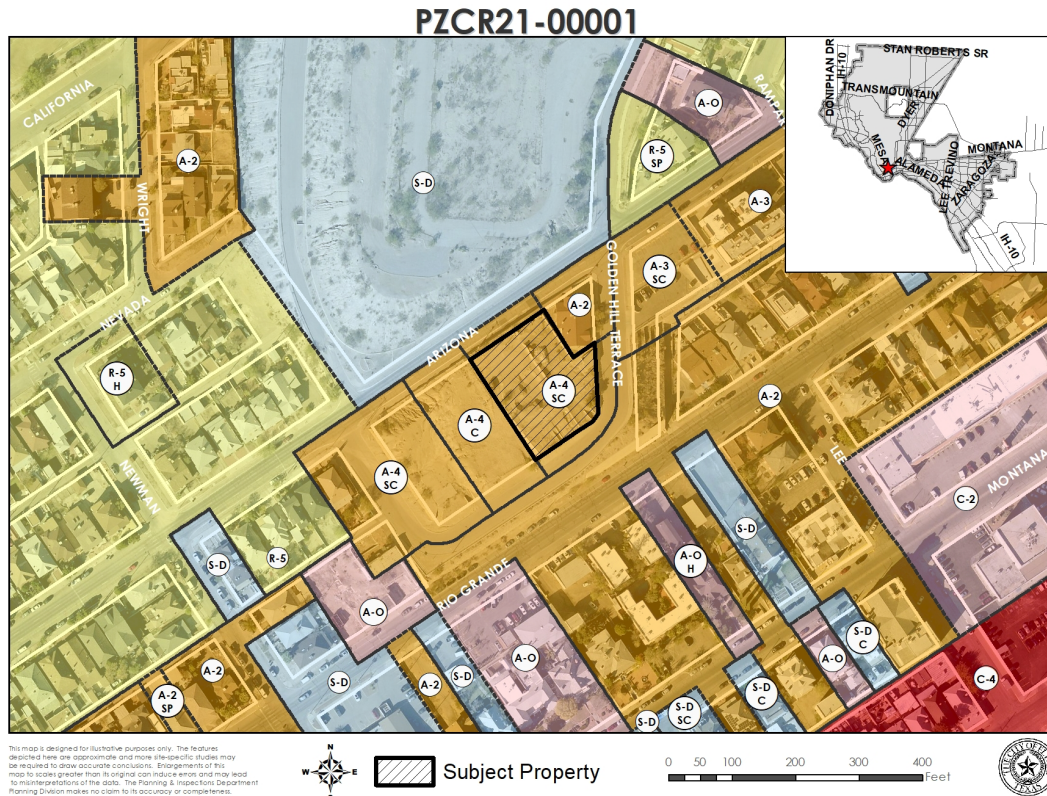


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant has submitted a Condition Release application requesting to release the conditions imposed on the subject property by Ordinance No. 8786, dated September 23, 1986. The subject property is located at 1519 and 1525 Golden Hill Terrace Street. The subject property is required to comply with the special contract provisions imposed by such Ordinance, which states in part:

1. The property shall only be used for a retirement center complex
2. First Party must construct a pedestrian overpass across Arizona Street from ground level on the proposed site to ground level on the Medical Center side of Arizona Street. The pedestrian overpass is to be constructed approximately sixty (60) feet west of Golden Hill Terrace Addition.
3. A walkway must be constructed from the north end of the overpass down to the bus stop located at the northwest corner of Arizona Street and Golden Hill Terrace Addition, and a walkway up to the Medical Center ground level.
4. First Party must arrange with the property owner(s) on the north side of Arizona Street for the installation of the pedestrian overpass connecting to the Medical Center property.
5. Golden Hill Terrace must be paved to City standards.
6. Guardrails and handrails are required along Rio Grande Avenue.
7. The City Plan Commission and the City Council shall have the right to restrict the height of any building(s) constructed on the property at the time the detailed site development plan is submitted to the City for approval.
8. Conditions #2 through #6 must be complied with prior to the issuance of any certificates of occupancy.

The conditions imposed by the rezoning special contract are no longer applicable, have been satisfied, or limit the use and future development of the subject property beyond what is needed to be compatible with its surrounding established neighborhood. The proposed residential uses shall demonstrate compliance with all El Paso City Code requirements prior to the issuance of a certificate of occupancy.

The applicant is proposing residential uses for the subject properties.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed residential use is consistent with the adjacent residential and apartment zone districts within its vicinity and meets the established character of its surrounding neighborhood. Further, the proposed use meets the intent of G-2, Suburban Traditional Neighborhood (Walkable) use designation of *Plan El Paso* in the Central Planning area. The nearest park is Houston Park (0.50 miles) and the nearest school is Wiggs Middle School (0.25 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><u>G-2, Suburban Traditional Neighborhood (Walkable):</u> This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of</p>	<p>Yes. The subject property, and the proposed residential use, meet the intent of the G-2, Suburban Traditional Neighborhood (Walkable) Future Land Use designation of <i>Plan El Paso</i>. The surrounded properties are zoned S-D (Special Development), A-2 (Apartment), and A-O/H (Apartment/Office/Historic). The surrounding area uses vary from vacant land, single-family residential, and apartment uses.</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: A-4 (Apartment) District: The purpose of the district is to promote and preserve a diversity of residential dwelling types at the highest densities within the city and to provide for the integration of compatible business and professional office uses to complement the areas. It is intended that the district regulations allow for concentrations of population through the use of multi-story facilities. The regulations of the districts will permit site diversification for high-density residential development in which adequate public facilities are available for present and future needs.	Yes, the site is suitable for uses permitted in the A-4 (Apartment) district, and the proposed residential use is adjacent to other apartment and single-family residential uses. The surrounding uses consist of vacant land, single-family residential, and apartment uses.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use, and/or land use.	Yes, The development is located in proximity to various public transit facilities. In addition, the subject property is located along Arizona Avenue, which is classified as a minor arterial and is surrounded by existing development.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	No, the proposed development is not located within any historic districts or other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no adverse effects anticipated from the proposed condition release. The subject property is vacant and the existing infrastructure was originally designed for the proposed residential uses which are permitted in the A-4 (Apartment) zone district.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	While the subject property is vacant, the area is stable and is within an established neighborhood.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>The subject property is located within a stable, established neighborhood that has featured apartment and single-family residential uses for decades. The existing A-4 (Apartment) zoning is consistent with the existing conditions and uses.</p>
--	---

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is from Arizona Avenue, which is classified as a minor arterial, and from Golden Hill Terrace St. which is classified as a local street as per the City of El Paso Major Thoroughfare Plan (MTP). Both streets are adequate to serve the proposed residential uses.

PUBLIC COMMENT: The subject property lies within the Golden Hills Neighborhood Association and the Sunrise Civic Group. Notices were sent to property owners within 300 feet on November 30, 2021. As of December 9, 2021, Planning has not received any calls in support or opposition to the condition release request.

RELATED APPLICATIONS: N/A

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

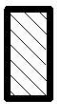
1. **Recommend Approval** of the condition release request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the condition release 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 condition release 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:

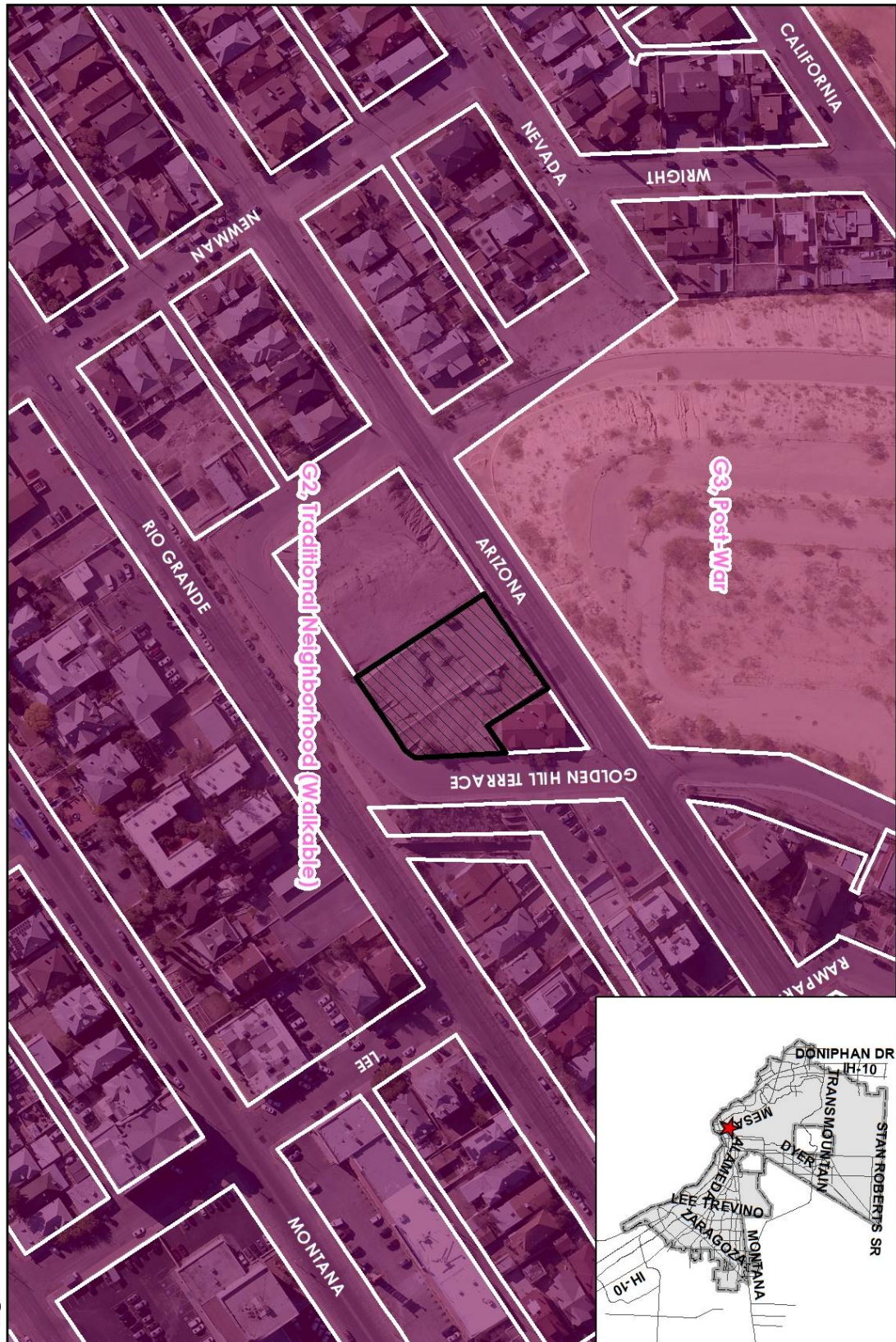
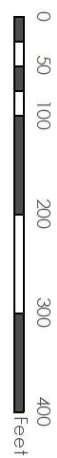
1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Department Comments
4. Ordinance No. 8786

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. Engagements of this kind are not intended to be used for legal purposes. The Planning & Development Planning Division makes no claim to its accuracy or completeness.

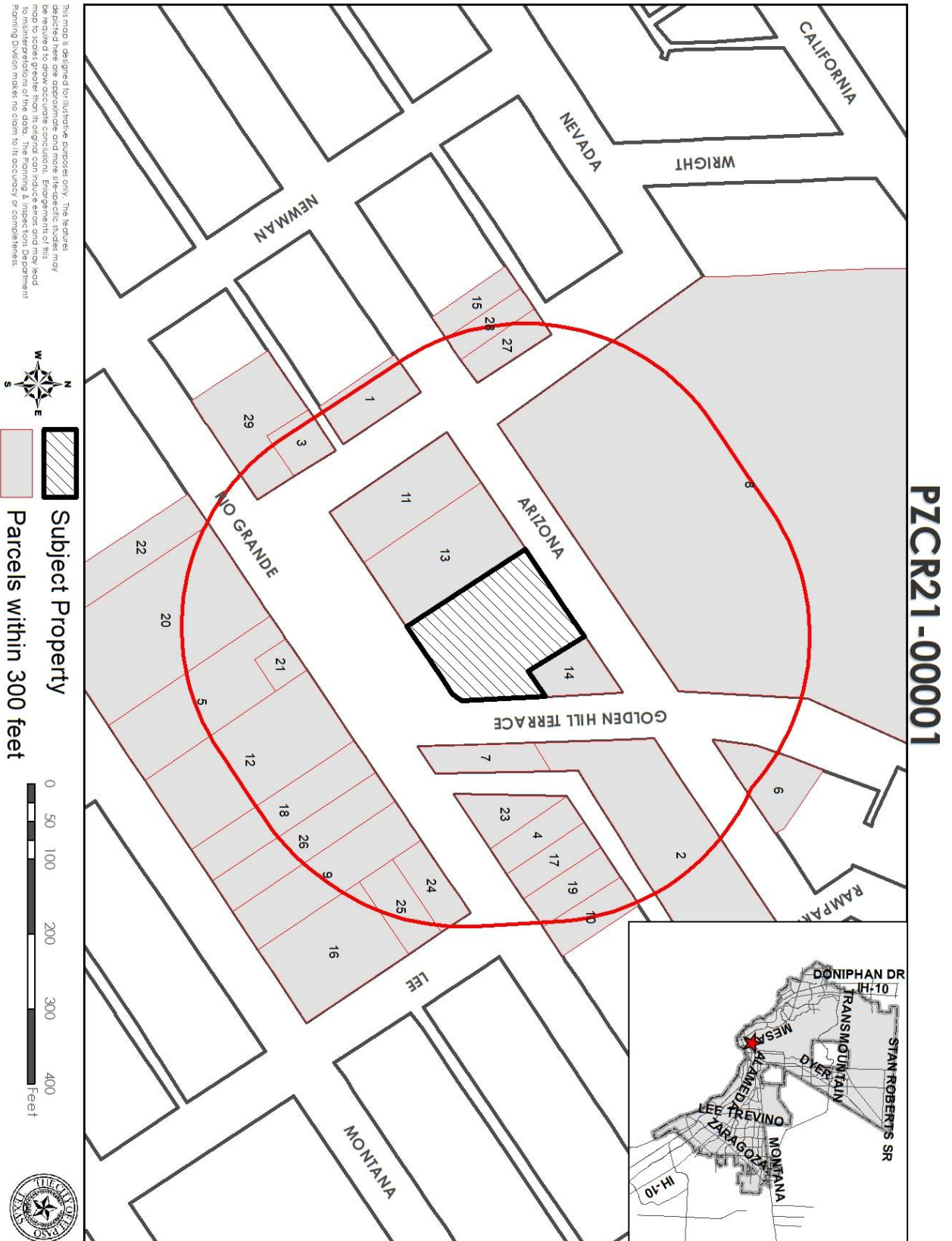


Subject Property



PZCR21-00001

ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department – Planning

Planning staff recommend approval. Please note we will require a stamped metes and bounds for both lots, as they both contain portions of a lot, prior to placing on the City Council agenda (after City Plan Commission).

Planning and Inspections Department – Plan Review and Landscaping Division

No objections to the proposed condition release. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

Planning and Inspections Department – Land Development

No objections to proposed condition release.

Fire Department

Recommend approval – no adverse comments.

El Paso Water

We have reviewed the rezoning referenced above and provide the following comments:

El Paso Water (EPWater) does not object to this request.

Water:

There is an existing 6-inch diameter water main that extends along the south side of Golden Hill Terrace approximately 16-feet north of and parallel to the southern right-of-way line of Golden Hill Terrace. This water main is available for service.

There is an existing 6-inch diameter water main that extends along the north side of Arizona Ave., approximately 18-feet south of and parallel to the northern right-of-way line of Golden Hill Terrace. This water main is available for service.

EPWater records indicate there is two 1-inch meters serving the subject properties, 1519 and 1525 Golden Hill Terrace, respectively.

Previous water pressure from fire hydrant #7418 located 390-feet south of the intersection of Golden Hill Terrace and Arizona Ave., has yielded a static pressure of 58 psi, a residual pressure of 56 psi, and a discharge of 1,061 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that along the north side of Golden Hill Terrace approximately 20-feet south of parallel to the northern right-of-way line of Golden Hill Terrace. This sanitary sewer main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along the north side of Arizona Ave., approximately 36-feet south of and parallel to the northern right-of-way line

of Arizona Ave. This sanitary sewer main is available for service.

General:

An application for water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Streets and Maintenance Department

No TIA comments for this application.

Texas Department of Transportation

No comments - TxDOT

Sun Metro

No comments received

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID1

911

The 911 District has no comments/concerns regarding this case

ATTACHMENT 4

8756
008783

AN ORDINANCE CHANGING THE ZONING
OF THE SOUTHERN PORTIONS OF LOTS 2 AND 3,
AND ALL OF LOTS 4 THROUGH 16, BLOCK 7, AND
LOTS 9 AND 10, BLOCK 8, GOLDEN HILLS TERRACE ADDITION; AND
THE NORTHERN PORTION OF LOTS 18, 19 AND 20,
BLOCK 81, FRANKLIN HEIGHTS ADDITION,
THE PENALTY BEING AS PROVIDED IN
SECTION 20.68.010 OF THE EL PASO CITY CODE

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

That the zoning of the southern portions of Lots 2 and 3, Block 7, Golden Hills Terrace Addition, as more particularly described by metes and bounds attached hereto as Exhibit "A", and all of Lots 4 through 16, Block 7, and Lots 9 and 10, Block 8, Golden Hills Terrace Addition; and the northern portion of Lots 18, 19, and 20, Block 81, Franklin Addition, as more particularly described by metes and bounds attached hereto as Exhibit "B," be changed from A-2 (Apartment) and R-5 (Residential) to A-4 (Apartment) within the meaning of the zoning ordinance, subject to a special contract placing certain restrictions, conditions and covenants on the property, and that the zoning map of the City of El Paso be revised accordingly.

PASSED AND APPROVED this 25 day of September, 1986.

Mayor

ATTEST:

Carolee Benter
City Clerk

APPROVED AS TO FORM:

John B. Bahr
Assistant City Attorney

APPROVED AS TO CONTENT:

Ray Dillard
Planning Department

Certify that the zoning map has been revised to

the amendment of ordinance #8783
Date 2-26-87

8756
008783

I CERTIFY THAT THE FOLLOWING ZONING MAPS

HAVE BEEN REVISED: L.D.

2-26-87 COUNTER
2-26-87 OR
2-26-87 Bldg. Inspection
2-26-87 CONTROL
R. Gonzalez

CONTRACT (7-23-86)

Code No

86-5182

347 143

THE STATE OF TEXAS)
COUNTY OF EL PASO)

CONTRACT

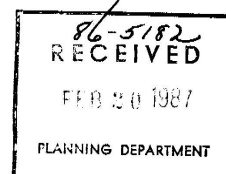
THIS CONTRACT, made this 23rd day of September,
1986, by and between LEONARD A. HALL, First Party, CORONADO BANK, ANN
BRAND, MR. and MRS. ROBERT TAPIA, KELLE^{VEN}M K. MCINTYRE, and EL PASO
FEDERAL SAVINGS & LOAN, Second Parties, and the CITY OF EL PASO, Third
Party, witnesseth:

Application has been made to the City of El Paso for rezoning of
the southern portion of Lots 2 and 3, Block 7, Golden Hills Terrace
Addition, which is more particularly described by metes and bounds
attached hereto as Exhibit "A," all of Lots 4 through 16, Block 7,
Lots 9 and 10, Block 8, Golden Hills Terrace Addition, and the
northern portion of Lots 18, 19, and 20, Block 81, Franklin Heights
Addition, City and County of El Paso, Texas, which is more
particularly described by metes and bounds in the attached Exhibit "B"
which is made a part hereof by reference.

To remove certain objections to such rezoning, First Party
covenants that if the property is rezoned from A-2 (Apartment) and R-5
(Residential) to A-4 (Apartment) within the meaning of the zoning
ordinance of the City of El Paso, it shall be subject to the following
restrictions, conditions and covenants:

1. The property shall only be used for a retirement center complex.
2. First Party must construct a pedestrian overpass across Arizona Street from ground level on the proposed site to ground level on the Medical Center side of Arizona Street. The pedestrian overpass is to be constructed approximately sixty (60) feet west of Golden Hill Terrace Addition.
3. A walkway must be constructed from the north end of the overpass down to the bus stop located at the northwest corner of Arizona Street and Golden Hill Terrace Addition, and a walkway up to the Medical Center ground level.
4. First Party must arrange with the property owner(s) on the north side of Arizona Street for the installation of the pedestrian overpass connecting to the Medical Center property.
5. Golden Hill Terrace must be paved to City standards.
6. Guardrails and handrails are required along Rio Grande Avenue.

Ord. # 8786 (9/23/86)



7. The City Plan Commission and the City Council shall have the right to restrict the height of any building(s) constructed on the property at the time the detailed site development plan is submitted to the City for approval.
8. Conditions #2 through #6 must be complied with prior to the issuance of any certificates of occupancy.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and his successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby, and without affecting the validity, or necessitating the amendment of, the ordinance passed by the City Council embodying this change of zoning and subject to this contract.

WITNESS THE FOLLOWING SIGNATURES AND SEALS.

FIRST PARTY

Leonard A. Hall
LEONARD A. HALL

SECOND PARTIES
CORONADO BANK

By *Larry Sutton*
Title PRESIDENT

ATTEST:

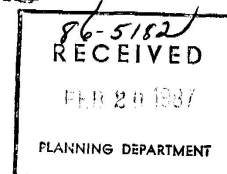
[Signature]
Secretary & Vice President

Ann Brand
ANN BRAND

Robert Tapia
MR. ROBERT TAPIA

Mrs. Robert Tapia
MRS. ROBERT TAPIA

Kellen K. McIntyre
KELLEN K. MCINTYRE
KCM



RESOLUTION

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

That the Mayor be authorized to sign a contract with LEONARD A. HALL, First Party, and CORONADO BANK, ANN BRAND, MR. and MRS. ROBERT TAPIA, KELLER K. MCINTYRE, EL PASO FEDERAL SAVINGS & LOAN, Second Parties, placing certain restrictions, conditions, and covenants on the property being rezoned by Ordinance No. 00878, more particularly described as the south portions of Lots 2 and 3, and all of Lots 4 through 16, Block 7; Lots 9 and 10, Block 8, Golden Hills, and the northern portion of Lots 18, 19 and 20, Block 81, Franklin Heights Addition (1500 Block of Arizona Avenue).

ADOPTED this 23rd day of September, 1986.

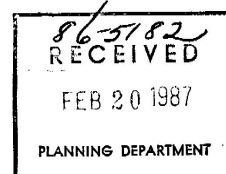
ATTEST:

Carole Hunter
City Clerk

Jonathan W. Rogers
Mayor

APPROVED AS TO FORM:

John M. [Signature]
Assistant City Attorney



EL PASO FEDERAL SAVINGS & LOAN

By [Signature]

Title PRESIDENT

ATTEST:

[Signature]
Secretary

THE CITY OF EL PASO

By [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

APPROVED AS TO CONTENT:

[Signature]
Planning Department

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on this 7th day
of OCTOBER, 1986, by LEONARD A HALL.

My Commission Expires:

8-26-89

[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS)

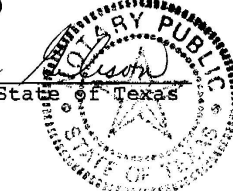
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 9 day
of January, 1989, by LARRY L. PATTON,
(Name)
President for CORONADO BANK.
(Title)

My Commission Expires:

9-18-89

[Signature]
Notary Public, State of Texas



PAULA A. GIBSON, Notary Public
In and for the State of Texas
My Commission Expires 9-18-89

THE STATE OF TEXAS)

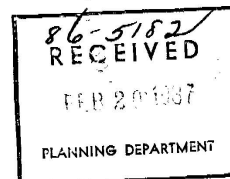
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 6th day
of January, 1989, by ANN BRAND.

My Commission Expires:

PHILLIP DE WITT, Notary Public
In and for the State of Texas
My Commission Expires Aug. 6, 1989

[Signature]
Notary Public, State of Texas



THE STATE OF ~~TEXAS~~ ^{HAWAII} *HL*
COUNTY OF ~~EL PASO~~ ^{HONOLULU} *HL*

This instrument was acknowledged before me on this 2nd day
of February, 1986, by MR. ROBERT TAPIA, *HL* 87

My Commission Expires:

9-29-87

Liana Day
Notary Public, State of ~~Texas~~ ^{Hawaii} *HL*

THE STATE OF ~~TEXAS~~ ^{HAWAII} *HL*
COUNTY OF ~~EL PASO~~ ^{HONOLULU} *HL*

This instrument was acknowledged before me on this 2nd day
of February, 1986, by MRS. ROBERT TAPIA, *HL* 87

My Commission Expires:

9-29-87

Liana Day
Notary Public, State of ~~Texas~~ ^{Hawaii} *HL*

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 12th day
of January, 1987, by Robert M. Payne,
(Name)
President for EL PASO FEDERAL SAVINGS & LOAN. ✓
(Title)

Betty Doyle
Notary Public, State of Texas

My Commission Expires:
BETTY DOYLE, Notary Public
in and for the State of Texas
My Commission Expires: June 26, 1989

THE STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on this 19th day
of January, 1987, by KELLEN K. MCINTYRE,
HL

My Commission Expires:

August 1, 1987

Laurie Garza
Notary Public, State of NEW MEXICO

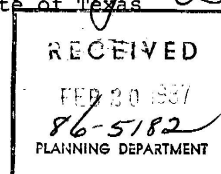
THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 23rd day
of September, 1986, by JONATHAN W. ROGERS, as Mayor
of the City of El Paso.

My Commission Expires:

4-30-88

Sharon Rodgers
Notary Public, State of Texas



Description of portions of Lots 2 and 3, Block 7, Golden Hill Terrace Addition, City of El Paso, El Paso County, Texas.

Metes and bounds description more particularly described as follows:

A line from a monument on the centerline intersection of Arizona Street and Pill Hill Road bears Southwesterly 6.00 feet and Southeasterly 224.30 feet along the Easterly line of Golden Hill Terrace (passing at 36.00 feet of the Northwestern corner of Lot 16, Block 7) and Northeasterly 305.25 feet along the Northerly line of Golden Hill Terrace and Northwesternly 37.40 feet along the Westerly line of Golden Hill Terrace to THE POINT OF BEGINNING;

THENCE, Northwesternly, 64.85 feet along the common line of Lots 3 and 4, Block 7;

THENCE, Northeasterly, 40.51 feet to a point on the Westerly line of Golden Hill Terrace;

THENCE, Southeasterly, 77.31 feet along the Westerly line of Golden Hill Terrace to THE POINT OF BEGINNING;

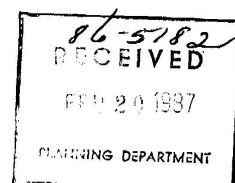
And said portions containing 1565.91 square feet of land, more or less.

Prepared by:

Perez & Associates
Consulting Engineers
El Paso, Texas
August 8, 1986
NP:rp

EXHIBIT "A"

86-5782



Description of portions of Lots 2 and 3, Block 7, Golden Hill Terrace Addition, City of El Paso, El Paso County, Texas.

Metes and bounds description more particularly described as follows:

A line from a monument on the centerline intersection of Arizona Street and Pill Hill Road bears Southwesterly 6.00 feet and Southeasterly 224.30 feet along the Easterly line of Golden Hill Terrace (passing at 36.00 feet of the Northwestern corner of Lot 16, Block 7) and Northeasterly 305.25 feet along the Northerly line of Golden Hill Terrace and Northwesterly 37.40 feet along the Westerly line of Golden Hill Terrace to THE POINT OF BEGINNING;

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THENCE, Southeasterly, 77.31 feet along the Westerly line of Golden Hill Terrace to THE POINT OF BEGINNING;

And said portions containing 1565.91 square feet of land, more or less.

Prepared by:

Perez & Associates
Consulting Engineers
El Paso, Texas
August 8, 1986
NP:rp

EXHIBIT "A"

86-5782

008783

CONTRACT (9-26-86)

SLT 2 of 3
Case No. 86-5782

Description of portions of Lots 18, 19 and 20, Block 81, Franklin Heights Addition, City of El Paso, El Paso County, Texas.

Metes and bounds description more particularly described as follows:

A line from a monument on the centerline intersection of Arizona Street and Pill Hill Road bears Southwesterly 76.00 feet and Southeasterly 174.00 feet along the Westerly line of Golden Hill Terrace to a point on the Southerly line of an 18.00 foot alley and said point being the Northeasterly corner of Lot 20, Block 81 and THE POINT OF BEGINNING;

THENCE, Southeasterly, 64.00 feet along the Westerly line of Golden Hill Terrace;

THENCE, Southwesterly, 64.00 feet;

THENCE, Northwesterly, 64.00 feet to a point on the Southerly line of an 18.00 foot alley;

THENCE, Northeasterly, 64.00 feet along the Southerly line of an 18.00 foot alley to THE POINT OF BEGINNING;

And said portions containing 4096.00 square feet of land, more or less.

Prepared by:

Perez & Associates
Consulting Engineers
El Paso, Texas
August 8, 1986
NP:rp

EXHIBIT "B"

86-5182

005783

CONTRACT (9-23-86)

Sh 3 of 3
Case No. 86-5182

Description of portions of Lots 18, 19 and 20, Block 81, Franklin Heights Addition, City of El Paso, El Paso County, Texas.

Metes and bounds description more particularly described as follows:

A line from a monument on the centerline intersection of Arizona Street and Pill Hill Road bears Southwesterly 76.00 feet and Southeasterly 174.00 feet along the Westerly line of Golden Hill Terrace to a point on the Southerly line of an 18.00 foot alley and said point being the Northeasterly corner of Lot 20, Block 81 and THE POINT OF BEGINNING;

THENCE, Southeasterly, 64.00 feet along the Westerly line of Golden Hill Terrace;

THENCE, Southwesterly, 64.00 feet;

THENCE, Northwesterly, 64.00 feet to a point on the Southerly line of an 18.00 foot alley;

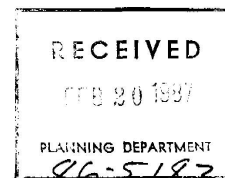
THENCE, Northeasterly, 64.00 feet along the Southerly line of an 18.00 foot alley to THE POINT OF BEGINNING;

And said portions containing 4096.00 square feet of land, more or less.

Prepared by:

Perez & Associates
Consulting Engineers
El Paso, Texas
August 8, 1986
NP:rp

EXHIBIT "B"





1519 & 1525 Golden Hill Terrace St. Condition Release

PZCR21-00001

Strategic Goal 3.

Promote the Visual Image of
El Paso



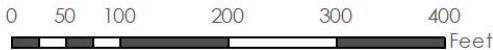
Aerial



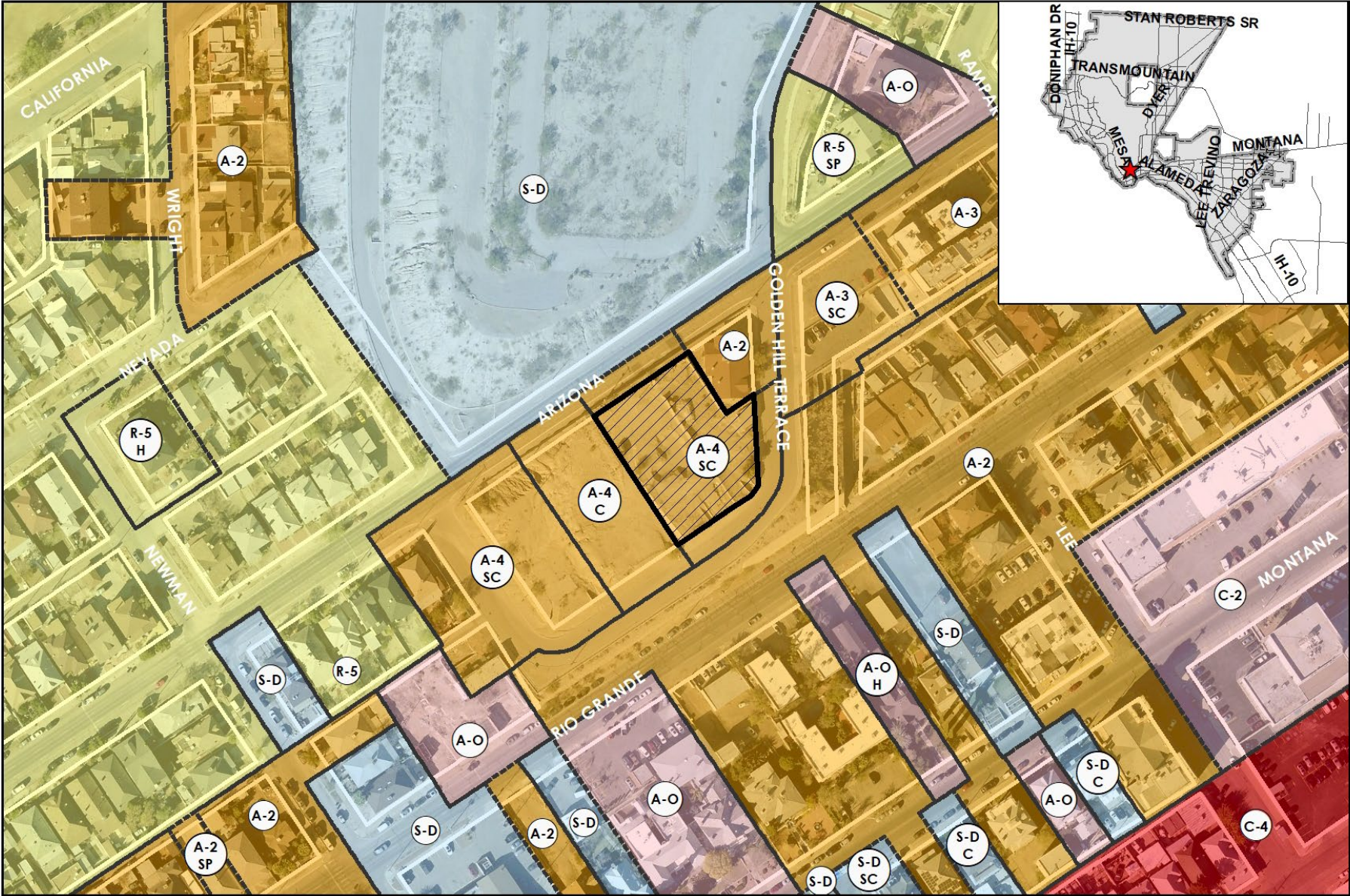
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property



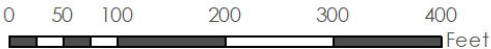
Existing Zoning



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



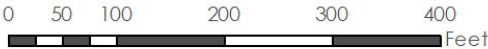
Future Land Use

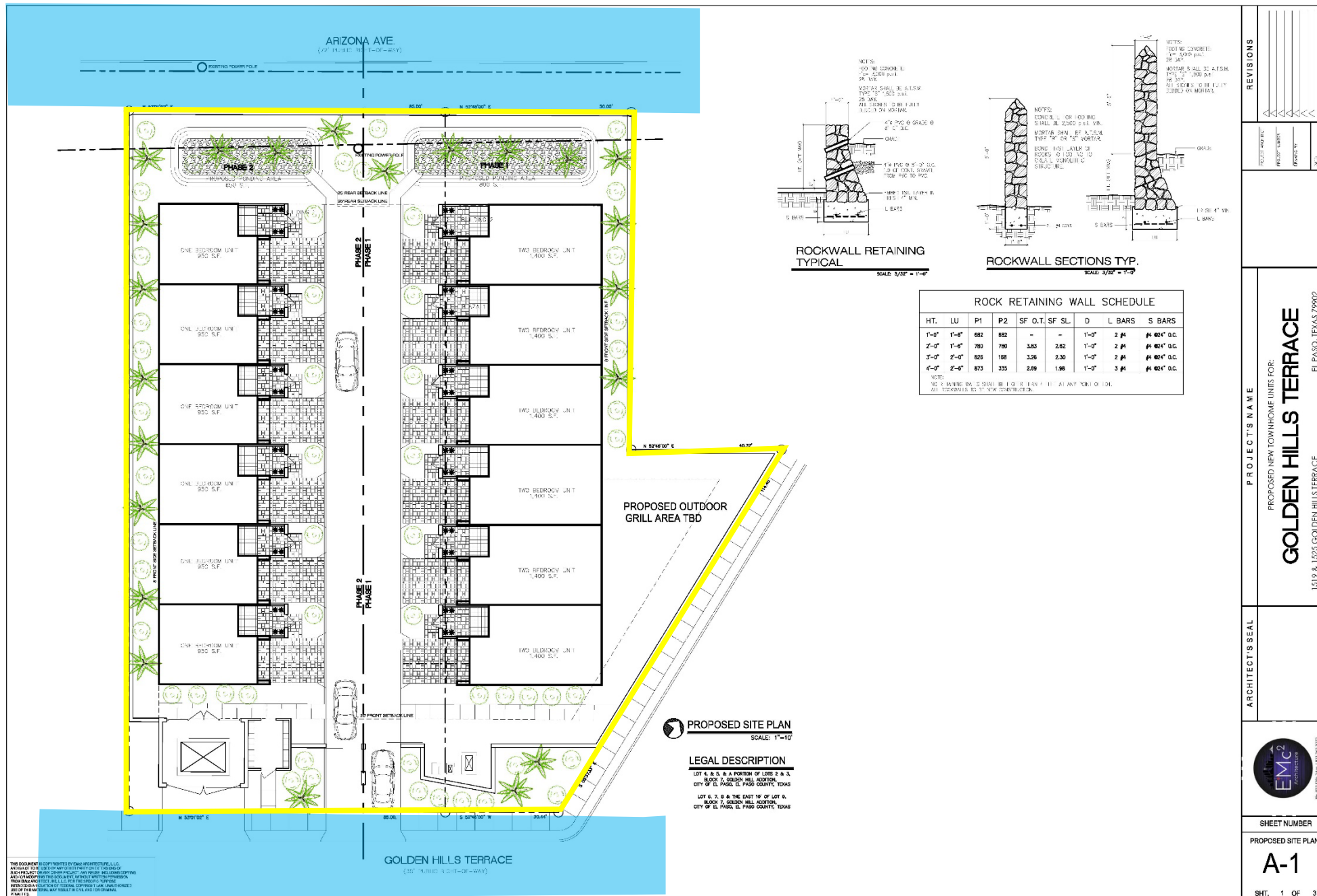


This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property







THIS DOCUMENT IS COPYRIGHTED BY ENNE ARCHITECTURE, L.L.C. AND IS NOT TO BE USED BY ANY OTHER PARTY ON EXTENSIONS OF SUCH PROJECT OR ANY OTHER PROJECT, WITHOUT WRITTEN PERMISSION FROM ENNE ARCHITECTURE, L.L.C. FOR THE SPECIFIC PURPOSE. INTENDING IS A VIOLATION OF FEDERAL COPYRIGHT LAW. UNAUTHORIZED USE OF THIS MATERIAL MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES.



	ARCHITECT'S SEAL	PROJECT'S NAME	PROPOSED NEW TOWNHOME UNITS FOR: GOLDEN HILLS TERRACE 1519 & 1525 GOLDEN HILLS TERRACE EL PASO, TEXAS 79902	PROJECT NO. _____ PROJECT SHEET: _____ DRAWING BY: _____ DATE: _____	REVISIONS _____ _____ _____ _____
	SHEET NUMBER		PROPOSED ELEVATION		
	A-3				
	SHT. 3 OF 3				



Conceptual Elevations



Current conditions per Ordinance No. 8786, dated September 23, 1986:

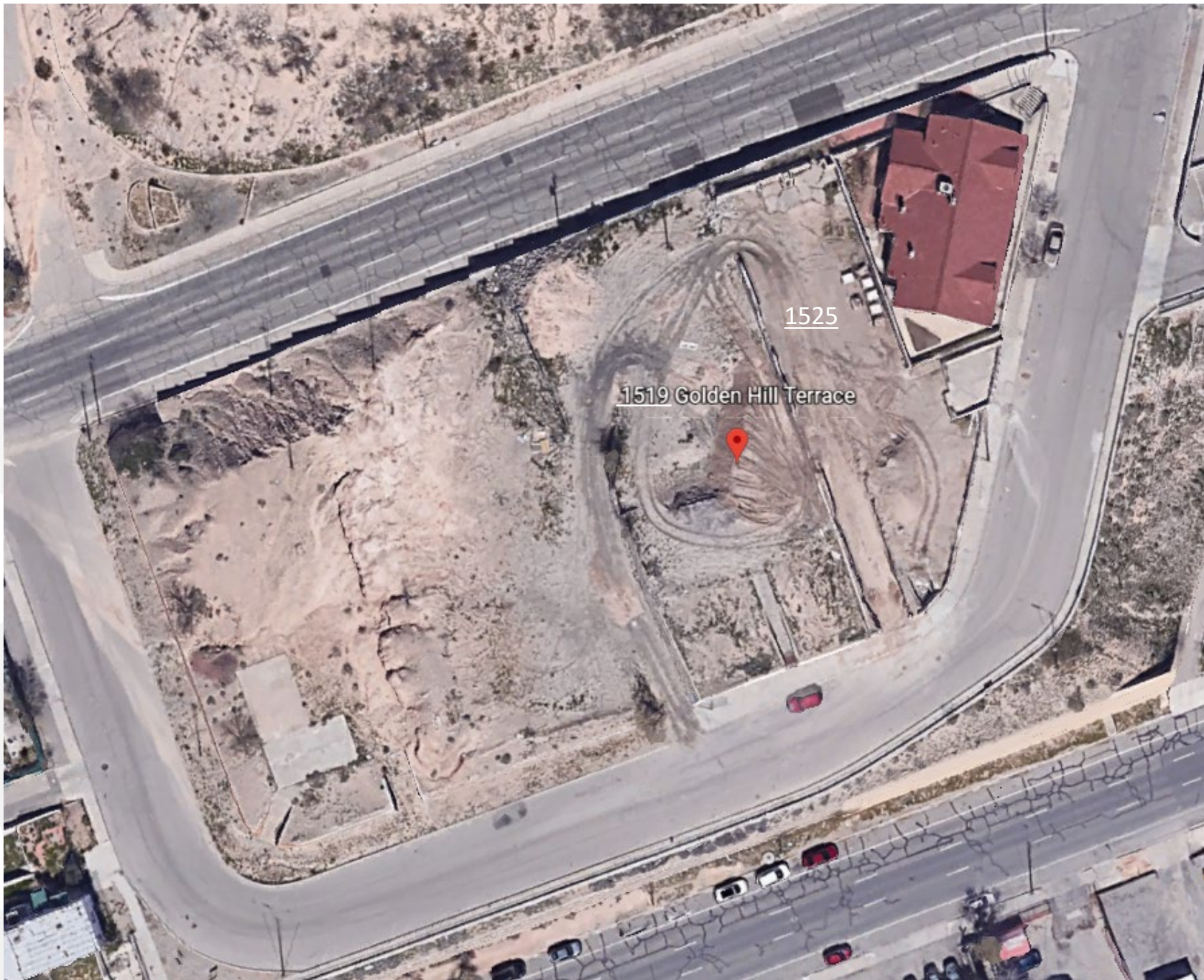


1. *The property shall only be used for a retirement center complex.*
2. *First Party must construct a pedestrian overpass across Arizona Street from ground level on the proposed site to ground level on the Medical Center side of Arizona Street. The pedestrian overpass is to be constructed approximately sixty (60) feet west of Golden Hill Terrace Addition.*
3. *A walkway must be constructed from the north end of the overpass down to the bus stop located at the northwest corner of Arizona Street and Golden Hill Terrace Addition, and a walkway up to the Medical Center ground level.*
4. *First Party must arrange with the property owner(s) on the north side of Arizona Street for the installation of the pedestrian overpass connecting to the Medical Center property.*
5. *Golden Hill Terrace must be paved to City standards.*
6. *Guardrails and handrails are required along Rio Grande Avenue.*
7. *The City Plan Commission and the City Council shall have the right to restrict the height of any building(s) constructed on the property at the time the detailed site development plan is submitted to the City for approval.*
8. *Conditions #2 through #6 must be complied with prior to the issuance of any certificates of occupancy.*

Condition Release

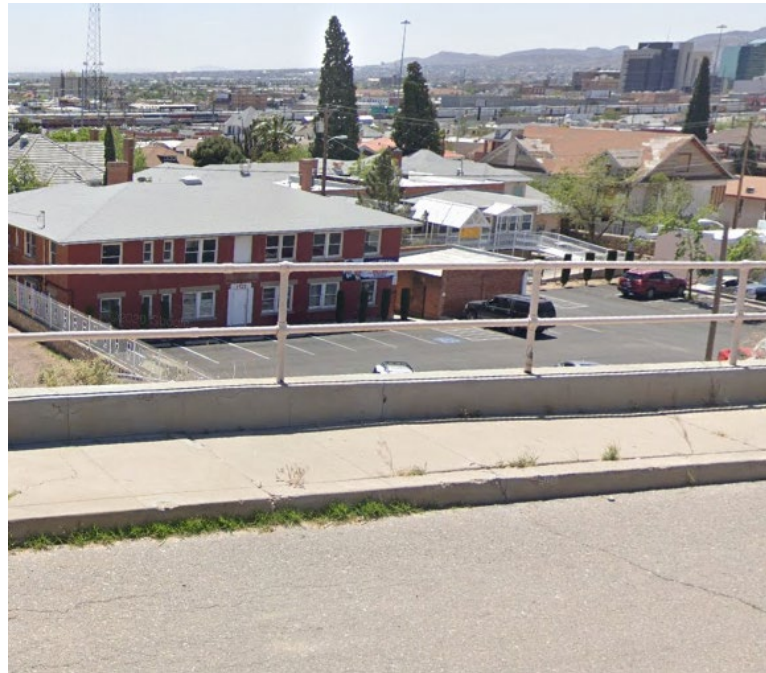
Evaluation of Condition Release Request

- The applicant is proposing to develop the subject property to be used as apartments, which is a permitted use in the A-4 (Apartment) zone district
- The subject property is surrounded by similar uses, apartment zone districts, most of the conditions have been met or are no longer applicable, or are no longer necessary to protect the health, safety, and welfare of the established neighborhood.
- The proposed residential uses shall demonstrate compliance with all El Paso City Code requirements prior to the issuance of a certificate of occupancy.



Subject Properties

Surrounding Development



N



W

S



Public Input

- Notices were mailed to property owners within 300 feet on November 30, 2021.
- The Planning Division has received one (1) phone call of inquiry, but no communications in support nor opposition to the request.



Recommendation

- Staff recommends approval of the condition release 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 #: 22-236, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 6

Streets and Maintenance, Hannah Allen, (915) 212-0118

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IVA - Parking prohibited during certain hours - school days only) of the City Code to amend paragraph A to delete certain streets and to add paragraph B to prohibit parking between the hours of 7:00 A.M. to 5:00 P.M. school days only on certain streets; amending section 12.88.030 (Schedules III - Parking prohibited at all times on certain streets), paragraph 355, to amend the prohibited parking area; amending section 12.88.200 (Schedules XVII - Restrictions on parking in residential districts) to amend Zone K to delete certain streets; amending 12.88.200 (Schedules XVII - Restrictions on parking in residential districts) to amend Zone N to amend prohibited parking times and add certain streets; 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**

AGENDA DATE: March 1, 2022
PUBLIC HEARING DATE: March 15, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Hannah Adele Allen (Williams), (915) 212-7003

DISTRICT(S) AFFECTED: 6

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

An ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IVA – Parking prohibited during certain hours – school days only) of the City Code to amend paragraph A to delete certain streets and to add paragraph B to prohibit parking between the hours of 7:00 A.M. to 5:00 P.M. school days only on certain streets; amending section 12.88.030 (Schedules III – Parking prohibited at all times on certain streets), paragraph 355, to amend the prohibited parking area; amending section 12.88.200 (Schedules XVII – Restrictions on parking in residential districts) to amend Zone K to delete certain streets; amending 12.88.200 (Schedules XVII – Restrictions on parking in residential districts) to amend Zone N to amend prohibited parking times and add certain streets; the penalty being provided in Chapter 12.84 of the El Paso City Code.

BACKGROUND / DISCUSSION:

The release time change for Montwood High School to 4:15 pm has rendered the existing school day only parking restrictions (7AM – 4PM) null and void. These ordinance amendments will extend the existing parking restrictions to 5PM.

PRIOR COUNCIL ACTION:

Current Municipal Code (previously approved):

- 12.88.030 (Schedule III – Parking Prohibited at all times on certain streets), Item 355
- 12.88.041 (Schedules IVA – Parking prohibited during certain hours – School days only), Items 3-5, 14
- 12.88.200 (Schedules XVII – Restrictions on parking in residential districts), Zone N and K

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: 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 12.88.041 (SCHEDULE IVA – PARKING PROHIBITED DURING CERTAIN HOURS – SCHOOL DAYS ONLY) OF THE CITY CODE TO AMEND PARAGRAPH A TO DELETE CERTAIN STREETS AND TO ADD PARAGRAPH B TO PROHIBIT PARKING BETWEEN THE HOURS OF 7:00 A.M. TO 5:00 P.M. SCHOOL DAY ONLY ON CERTAIN STREETS; AMENDING SECTION 12.88.030 (SCHEDULES III – PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS), PARAGRAPH 355, TO AMEND THE PROHIBITED PARKING AREA; AMENDING SECTION 12.88.200 (SCHEDULES XVII – RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS) TO AMEND ZONE K TO DELETE CERTAIN STREETS; AMENDING SECTION 12.88.200 (SCHEDULES XVII – RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS) TO AMEND ZONE N TO AMEND PROHIBITED PARKING TIMES AND ADD CERTAIN STREETS; 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 12.88.041 (Schedules IVA – Parking prohibited during certain hours – School days only), Paragraph A, is hereby amended to delete the following subparagraphs:

3. 12100 – 12141 Frank Cordova Circle;
4. Mike Andrade Place;
5. Luis Gomez Place;
14. Firehouse Drive, between Montwood Drive and Saul Kleinfeld Drive, east side only;

SECTION 2. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedules IVA – Parking prohibited during certain hours – School days only), is hereby amended to add the following Paragraph B:

- B. No parking, 7:00 a.m. to 5:00 p.m. on any street or parts of streets from Monday through Friday on any regularly scheduled School Day.
 1. 12100—12141 Frank Cordova Circle.
 2. Mike Andrade Place;
 3. Luis Gomez Place;

SECTION 3. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedules III – Parking prohibited at all times on certain streets), Paragraph 355, is hereby amended as follows:

355. Firehouse Drive from Montwood Drive to Saul Kleinfeld Drive, both sides;

SECTION 4. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedules XVII – Restrictions on parking in residential districts), Zone K, is hereby amended to delete the following paragraphs:

6. Frank Cordova Circle—12143—12170;
12. Paseo Antiguo Drive;
13. Paseo Arena Place;
14. Paseo Colina Place;
15. Paseo de Amor Lane;
16. Paseo de Oro Lane;
17. Paseo del Prado Drive;
18. Paseo del Sol Place;
19. Paseo Granada Lane;
20. Paseo Segovia Place;
21. Paseo Solo Lane;
22. Pueblo Azul Lane;
23. Pueblo Corona Lane;
24. Pueblo Laguna Drive;
25. Pueblo Nubes Lane;

SECTION 5. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedules XVII – Restrictions on parking in residential districts), Zone N, is hereby amended in its entirety as follows:

Zone N: No parking 7:00 a.m. to 5:00 p.m., school days only:

1. Alex Guerrero Circle;
2. Frank Cordova Circle—12143—12170;
3. Paseo Antiguo Drive;
4. Paseo Arena Place;
5. Paseo Colina Place;
6. Paseo de Amor Lane;
7. Paseo de Oro Lane;
8. Paseo del Prado Drive;
9. Paseo del Sol Place;
10. Paseo Granada Lane;
11. Paseo Segovia Place;
12. Paseo Solo Lane;
13. Pueblo Azul Lane;
14. Pueblo Corona Lane;
15. Pueblo Laguna Drive;
16. Pueblo Nubes Lane;

SECTION 6. Except as herein amended, Title 12, Chapter 12.88 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

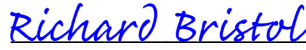
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets & Maintenance Department

**REDLINES OF PROPOSED ORDINANCE AMENDMENT
TO TITLE 12, CHAPTER 12.88:**

I. The proposed Ordinance Amendment would amend Title 12, Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IVA – Parking prohibited during certain hours – School days only) as shown in the following redline:

When signs are erected giving notice thereof no person shall park a vehicle between the hours specified herein on any day except Saturdays, Sundays and legal holidays within the district or upon any of the streets or parts of streets as follows:

A. No parking, 7:00 a.m. to 4:00 p.m. on any street or parts of streets from Monday through Friday on any regularly scheduled School Day.

1. Santa Maria Drive, between La Paz Drive and Venado Drive; south side only;
2. Ben Proctor Drive;
- ~~3. 12100—12141 Frank Cordova Circle.~~
- ~~4. Mike Andrade Place;~~
- ~~5. Luis Gomez Place;~~
6. La Subida Drive, between Monte Mar Place and a point 285 feet west of Andalucia Drive thereof, south side only;
7. Sara Danielle Drive;
8. Dos Rios Drive, between a point 50 feet west of Chato Villa Drive and Peter Cooper Drive ;
9. Elon Lane;
10. Mark Wallace Lane;
11. McVeigh Way;
12. Sam Horrell Way;
13. Missy Yvette Drive from Pellicano Drive to Ben Proctor Drive on both sides, and Missy Yvette north of Ben Proctor, east side from addresses 1444 through 12148, and the west side from addresses 1445 through 12153;
- ~~14. Firehouse Drive, between Montwood Drive and Saul Kleinfeld, east side only;~~

15. Reserved;
16. Anise Drive, between Lee Trevino Drive and Montwood Drive, west side only;
17. Tierra Azteca Drive between Tierra Este Road and Tierra Meca Drive;
18. Tierra Plata Drive between Tierra Azteca Drive and Tierra Cobre Drive;
19. Tierra Real Way;
20. Tierra Rey Court;
21. Tierra Nevada, between Edgemere and Tierra Espada, both sides.
22. Maya Lizabeth Place;
23. Breean Isabell Place;
24. Tierra Inca Drive between Tierra Este Drive and Pablo Sanchez Place;
25. Knorr Place.

B. No parking, 7:00 a.m. to 5:00 p.m. on any street or parts of streets from Monday through Friday on any regularly scheduled School Day.

1. 12100—12141 Frank Cordova Circle.
2. Mike Andrade Place;
3. Luis Gomez Place;

II. The proposed Ordinance Amendment would amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking prohibited at all times on certain streets), Paragraph 355 only, as shown in the following redline:

355. Firehouse Drive from Montwood Drive to ~~a point 242 feet south, west side only~~ Saul Kleinfeld Drive, both sides;

III. The proposed Ordinance Amendment would amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII – Restrictions on parking in residential districts), Zone K, as shown in the following redline:

Zone K: No parking 7:00 a.m. to 4:00 p.m., school days only:

1. Apache Pointe Drive;

2. Cartway Lane;
3. Darway Drive;
4. Eastridge Drive;
5. Fenway Drive;
- ~~6. Frank Cordova Circle—12143—12170;~~
7. Fury Pointe Place;
8. Glemmway Place;
9. Hawk Point Place;
10. Lone Point Court;
11. Navajo Point Drive;
- ~~12. Paseo Antiquo Drive;~~
- ~~13. Paseo Arena Place;~~
- ~~14. Paseo Colina Place;~~
- ~~15. Paseo de Amor Lane;~~
- ~~16. Paseo de Oro Lane;~~
- ~~17. Paseo del Prado Drive;~~
- ~~18. Paseo del Sol Place;~~
- ~~19. Paseo Granada Lane;~~
- ~~20. Paseo Segovia Place;~~
- ~~21. Paseo Solo Lane;~~
- ~~22. Pueblo Azul Lane;~~
- ~~23. Pueblo Corona Lane;~~
- ~~24. Pueblo Laguna Drive;~~

~~25. Pueblo Nubes Lane;~~

26. Stonehaven Drive;

27. Tierra Angel Drive;

28. Tierra Alzada Drive;

29. Tierra Flor Drive;

30. Tierra Fresca Drive;

31. Tierra Fuego Drive.

IV. The proposed Ordinance Amendment would amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII – Restrictions on parking in residential districts), Zone N, as shown in the following redline:

Zone N: No parking 7:00 a.m. to ~~45~~:00 p.m., school days only:

1. ~~Both sides of~~ Alex Guerrero Circle;

2. Frank Cordova Circle – 12143-12170;

3. Paseo Antiguo Drive;

4. Paseo Arena Place;

5. Paseo Colina Place;

6. Paseo de Amor Lane;

7. Paseo de Oro Lane;

8. Paseo del Prado Drive;

9. Paseo del Sol Place;

10. Paseo Granada Lane;

11. Paseo Segovia Place;

12. Paseo Solo Lane;

13. Pueblo Azul Lane;

14. Pueblo Corona Lane;

15. Pueblo Laguna Drive;

16. Pueblo Nubes Lane;



Ordinance Amending Various Title 12.88 Subsections

Vehicles & Traffic, Schedules

Accommodate New Release Times
for Montwood High School

City Council

Introduction: March 1, 2022

Public Hearing: March 15, 2022

District: 6





Image: Provided by resident

Presentation Overview

- Strategic Plan Goal(s)
- Purpose of Amendment
- Existing Conditions + Impact
- SISD High Schools + Release Times
- Requested Council Action / Proposed Conditions
- Backup Information
 - Subsection Review
 - 12.88.041
 - 12.88.030
 - 12.88.200

2

Amendment to Title 12, Ch. 12.88, § 12.88.041; § 12.88.030; § 12.88.200

Strategic Plan Goal(s)

- 7 – Enhance and Sustain El Paso’s Infrastructure Network
 - 7.3 – Enhance a regional comprehensive transportation system

Amendment to Title 12, Ch. 12.88, § 12.88.041; § 12.88.030; § 12.88.200

Purpose of Amendment



Residents on Frank Cordova Circle, Mike Andrade Place & Luis Gomez Place informed Streets and Maintenance that Montwood High School changed the release time to **4:15pm**.

Existing Parking Restrictions:

1. 12.88.041: No Parking 7:00 AM – 4:00 PM, School Days Only
2. 12.88.030: No Parking Anytime
3. 12.88.200: RPD Zone K: No Parking 7:00 AM – 4:00 PM, School Days Only



Amendment to Title 12, Ch. 12.88, § 12.88.041; § 12.88.030; § 12.88.200

Existing Conditions + Impact

Frank Cordova & Mike Andrade

- Pick-up and drop-off
- Blocked driveways
- Parked in street until after students released

❖ Prevents flow of traffic



Images + video: Provided by resident



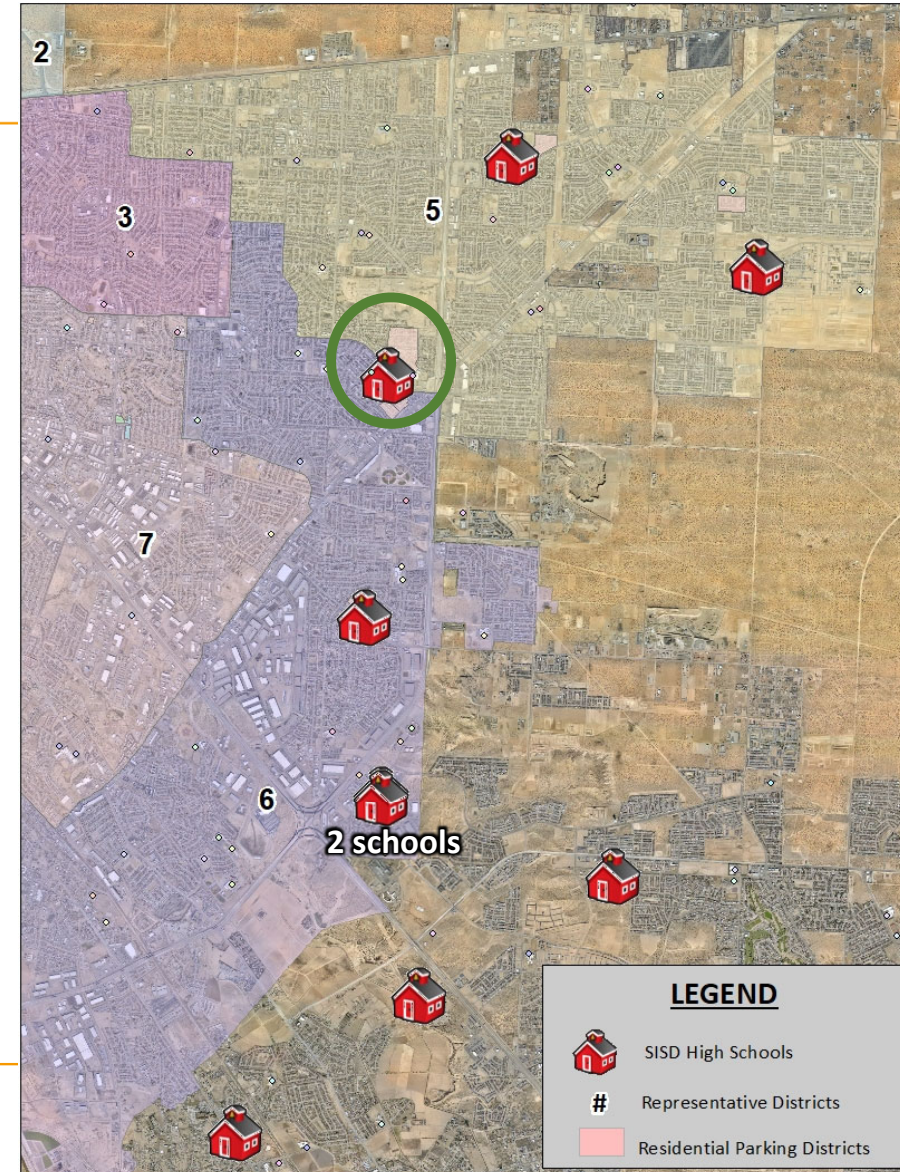
Amendment to Title 12, Ch. 12.88, § 12.88.041; § 12.88.030; § 12.88.200

SISD High Schools + Release Times

District	School	Release Time
5	El Dorado	4:02p
	Pebble Hills	4:15p
6	Montwood	4:15p
	Americas	4:15p
	KEYS Academy	4p
	Options	4p
Outside City Limits	Eastlake	4:15
	Mission Early College	4:15p
	Socorro	4:15p

All release times are **at/after 4p**

Amendment to Title 12, Ch. 12.88, § 12.88.041; § 12.88.030; § 12.88.200



What are we doing?



- Tracking cost for signage change
- Drafting letter to superintendents
 - Signed by CM + distributed to all districts
 - Establish better infrastructure-related working relationship
- Other ISDs
 - Investigate release time changes + parking restrictions around schools
 - If needed:
 - Track cost for signage change
 - Bring ordinance amendment to City Council for approval



El Paso Independent
School District



Socorro
Independent School
District

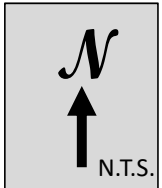


Ysleta Independent
School District



Amendment to Title 12, Ch. 12.88, § 12.88.041; § 12.88.030; § 12.88.200

Requested Council Action / Proposed Conditions



12.88.041 (Schedule IVA—Parking prohibited during certain hours—School days only):

To amend paragraph A to delete certain streets and to add paragraph

- B. No parking, 7:00 a.m. to 5:00 p.m. on any street or parts of streets from Monday through Friday on any regularly scheduled School Day.

12.88.030 (Schedule III—Parking prohibited at all times on certain streets.):

To amend the prohibited parking area

- 355. Firehouse Drive from Montwood Drive to Saul Kleinfeld Drive, both sides;

12.88.200 (Schedule XVII—Restrictions on parking in residential districts.):

To amend Zone K to delete certain streets and amend Zone N to amend prohibited parking times and add certain streets

Zone N: No parking 7:00 a.m. to 5:00 p.m., school days only:



Staff recommends approval.

Requested Council Action



An ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IVA – Parking prohibited during certain hours – school days only) of the City Code to amend paragraph A to delete certain streets and to add paragraph B to prohibit parking between the hours of 7:00 A.M. to 5:00 P.M. school days only on certain streets; amending section 12.88.030 (Schedules III – Parking prohibited at all times on certain streets), paragraph 355, to amend the prohibited parking area; amending section 12.88.200 (Schedules XVII – Restrictions on parking in residential districts) to amend Zone K to delete certain streets; amending 12.88.200 (Schedules XVII – Restrictions on parking in residential districts) to amend Zone N to amend prohibited parking times and add certain streets; the penalty being provided in Chapter 12.84 of the El Paso City Code.

Staff recommends approval.

Amendment to Title 12, Ch. 12.88, § 12.88.041; § 12.88.030; § 12.88.200



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

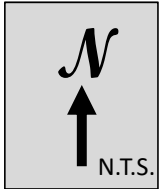
Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño





Backup Info

Existing Conditions



12.88.041 (Schedule IVA—Parking prohibited during certain hours—School days only):

- A. No parking, 7:00 a.m. to 4:00 p.m. on any street or parts of streets from Monday through Friday on any regularly scheduled School Day.

12.88.030 (Schedule III—Parking prohibited at all times on certain streets.):

- 355.Firehouse Drive from Montwood Drive to a point 242 feet south, west side only;

12.88.200 (Schedule XVII—Restrictions on parking in residential districts.):

Zone K: No parking 7:00 a.m. to 4:00 p.m., school days only:

Zone N: No parking 7:00 a.m. to 4:00 p.m., school days only:



Amendment to Title 12, Ch. 12.88, § 12.88.041; § 12.88.030; § 12.88.200

Existing Conditions



12.88.041 (Schedule IVA—Parking prohibited during certain hours—School days only):



A. No parking, 7:00 a.m. to 4:00 p.m. on any street or parts of streets from Monday through Friday on any regularly scheduled School Day.

- 3. 12100—12141 Frank Cordova Circle;
- 4. Mike Andrade Place;
- 5. Luis Gomez Place;
- 14. Firehouse Drive, between Montwood Drive and Saul Kleinfeld, east side only;

Proposed Conditions



12.88.041 (Schedule IVA—Parking prohibited during certain hours—School days only):



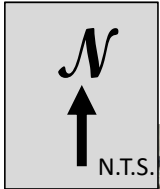
Add paragraph

B. No parking, **7:00 a.m. to 5:00 p.m.** on any street or parts of streets from Monday through Friday on any regularly scheduled School Day.

1. 12100—12141 Frank Cordova Circle;
2. Mike Andrade Place;
3. Luis Gomez Place;

Existing Conditions

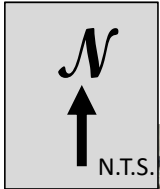
12.88.030 (Schedule III—Parking prohibited at all times on certain streets.):



355. Firehouse Drive from Montwood Drive to a point 242 feet south, west side only;

Proposed Conditions

12.88.030 (Schedule III—Parking prohibited at all times on certain streets.):



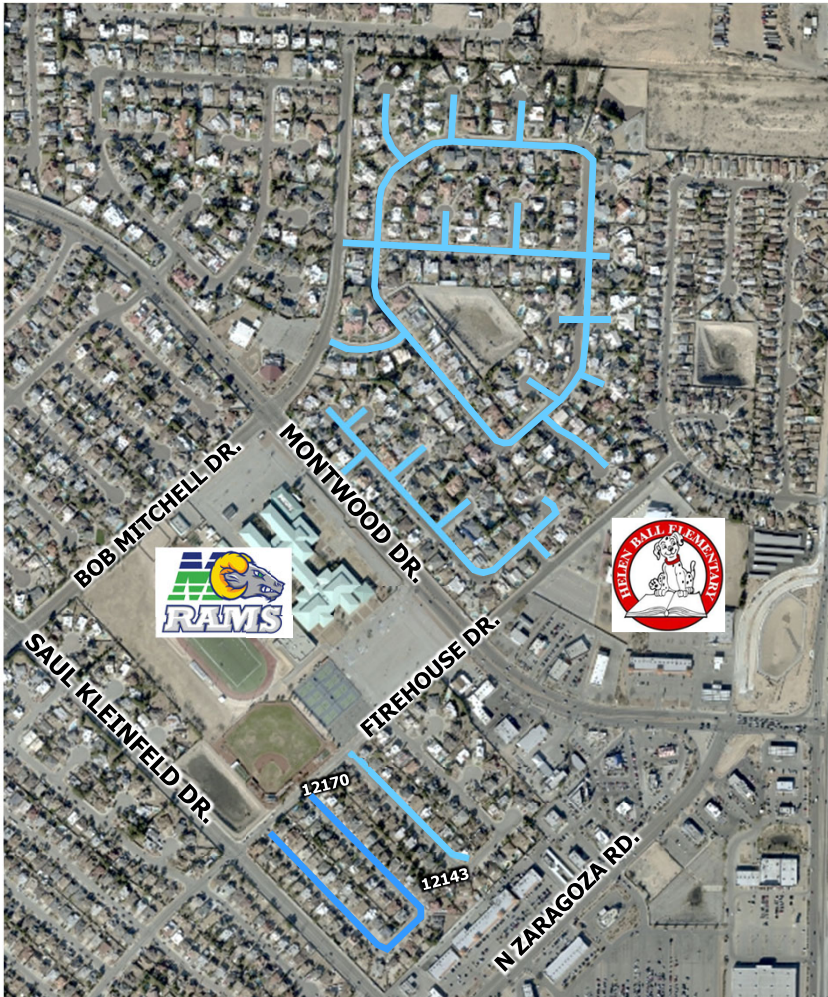
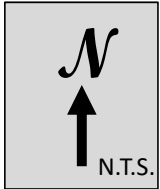
355. Firehouse Drive from Montwood Drive to Saul Kleinfeld Drive, both sides;



Amendment to Title 12, Ch. 12.88, § 12.88.041; § 12.88.030; § 12.88.200



Existing Conditions



Amendment to Title 12, Ch. 12.88, § 12.88.041; § 12.88.030; § 12.88.200

12.88.200 (Schedule XVII—Restrictions on parking in residential districts.):

Zone K: No parking 7:00 a.m. to 4:00 p.m., school days only:

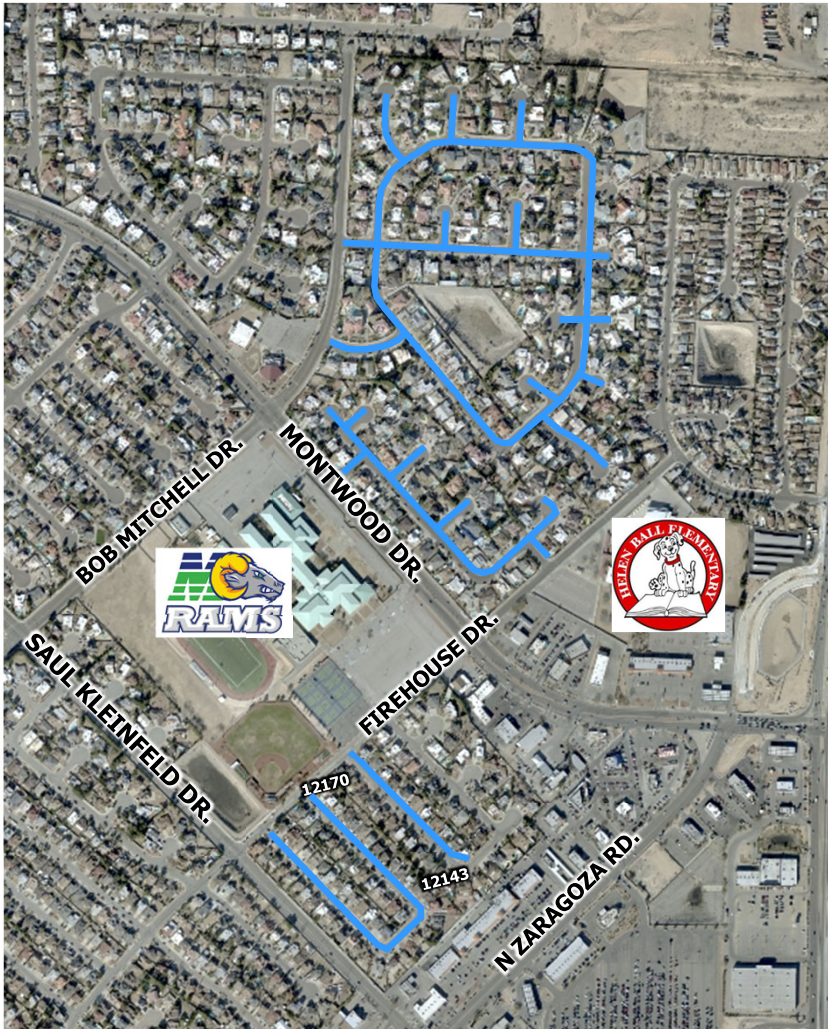
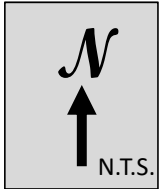
6. Frank Cordova Circle—12143—12170;
12. Paseo Antiguo Drive;
13. Paseo Arena Place;
14. Paseo Colina Place;
15. Paseo de Amor Lane;
16. Paseo de Oro Lane;
17. Paseo del Prado Drive;
18. Paseo del Sol Place;
19. Paseo Granada Lane;
20. Paseo Segovia Place;
21. Paseo Solo Lane;
22. Pueblo Azul Lane;
23. Pueblo Corona Lane;
24. Pueblo Laguna Drive;
25. Pueblo Nubes Lane;

Zone N: No parking 7:00 a.m. to 4:00 p.m., school days only:

1. Both sides of Alex Guerrero Circle



Proposed Conditions



12.88.200 (Schedule XVII—Restrictions on parking in residential districts.):

Zone N: No parking 7:00 a.m. to 5:00 p.m., school days only:

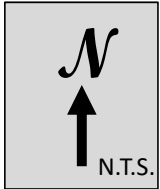
1. Alex Guerrero Circle;

Add

2. Frank Cordova Circle—12143—12170;
3. Paseo Antiguo Drive;
4. Paseo Arena Place;
5. Paseo Colina Place;
6. Paseo de Amor Lane;
7. Paseo de Oro Lane;
8. Paseo del Prado Drive;
9. Paseo del Sol Place;
10. Paseo Granada Lane;
11. Paseo Segovia Place;
12. Paseo Solo Lane;
13. Pueblo Azul Lane;
14. Pueblo Corona Lane;
15. Pueblo Laguna Drive;
16. Pueblo Nubes Lane;



Requested Council Action / Proposed Conditions



Staff recommends approval.

12.88.041 (Schedule IVA—Parking prohibited during certain hours—School days only):

To amend paragraph A to delete certain streets and to add paragraph

- B. No parking, 7:00 a.m. to 5:00 p.m. on any street or parts of streets from Monday through Friday on any regularly scheduled School Day.

12.88.030 (Schedule III—Parking prohibited at all times on certain streets.):

To amend the prohibited parking area

- 355. Firehouse Drive from Montwood Drive to Saul Kleinfeld Drive, both sides;

12.88.200 (Schedule XVII—Restrictions on parking in residential districts.):

To amend Zone K to delete certain streets and amend Zone N to amend prohibited parking times and add certain streets

Zone N: No parking 7:00 a.m. to 5:00 p.m., school days only:





El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-251, 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.

Extraterritorial Jurisdiction

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

AGENDA LANGUAGE:

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

An Ordinance amending the 2025 Proposed Thoroughfare System, as Incorporated into Plan El Paso, to delete the future extension of Bill Burnett Drive from Mercantile Avenue to Paseo del Este Boulevard.

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

AGENDA DATE: March 1, 2022
PUBLIC HEARING DATE: March 15, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-268-5148

DISTRICT(S) AFFECTED: ETJ

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

SUBGOAL: N/A

SUBJECT:

ADOPT an ordinance to amend the 2025 Major Thoroughfare plan to delete a portion of Bill Burnett Dr, a proposed north/south connection between Mercantile Ave and Paseo del Este BLVD.

BACKGROUND / DISCUSSION:

The requested change is associated with a subdivision application approved conditionally by the City Plan Commission on August 12, 2021. Approval of this amendment will satisfy the condition of that approval.

Bill Burnett drive is a minor arterial directly east of the city limits in the city's ETJ. The surrounding development is primarily industrial and institutional.

Private and public development directly north of the proposed alignment prevents any future extension Bill Burnett Dr north of Paseo Del Este Blvd. As such, the connection would have minimal impact on the overall connectivity of the surrounding street network. Additionally, due to topography of the surrounding area, Paseo del Este Blvd was constructed in a highly non-linear alignment, which impedes the ability to locate a major intersection along its alignment.

The Federal Highway Administration recommends an ideal spacing of 1 mile between arterial roadways in fully developed areas. Removing the north/south connection of Bill Burnett would result in a spacing of approximately 1.8 miles. However, due to the limited development potential of a large portion of the surrounding area based on deed restrictions and other large institutional property owners in the area, namely SISD, it is unlikely that the density in the area will ever necessitate the connection proposed for deletion.

After extensive coordination with reviewing departments, analysis of existing and trending development in the area, and consideration of the submitted traffic impact analysis staff recommends approval of the proposed amendment.

PRIOR COUNCIL ACTION:

City Plan Commission Approval (Unanimous): Feb 10, 2022

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

Revised 04/09/2021

PRIMARY DEPARTMENT: CID - Planning
SECONDARY DEPARTMENT: Planning & Inspections

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

DEPARTMENT HEAD:

Gvette Hernandez
For Sam Rodriguez P.E.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2025 PROPOSED THOROUGHFARE SYSTEM, AS INCORPORATED INTO PLAN EL PASO, TO DELETE THE FUTURE EXTENSION OF BILL BURNETT DRIVE FROM MERCANTILE AVENUE TO PASEO DEL ESTE BOULEVARD.

WHEREAS, *Plan El Paso* was formally adopted by the City Council on March 6, 2012, pursuant to the provisions of Section 213.002 of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan serves as a general guide for the future growth and development of the City to promote public health, safety and welfare; and

WHEREAS, the 2025 Proposed Thoroughfare System map is contained within the City's Comprehensive Plan and contemplates all proposed arterials; and

WHEREAS, a well planned transportation system, including any and all proposed arterials, is a key element for improving the quality of life, by balancing neighborhood concerns with provision of access for commerce and mobility for personal travel; and

WHEREAS, the adoption of the Comprehensive Plan was based on the recommendations of the Comprehensive Plan Advisory Committee following numerous public meetings and working sessions; and

WHEREAS, the City Plan Commission has recommended the adoption of the change to the 2025 Proposed Thoroughfare System map as herein enumerated; and

WHEREAS, the City Council finds that the adoption of *Plan El Paso* and its changes to the thoroughfare alignments as herein enumerated will have no negative impact upon the public health, safety, and general welfare of the City.

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

That the 2025 Proposed Thoroughfare System, as incorporated in *Plan El Paso*, is herein amended as described below and as more particularly shown in the attached and incorporated Exhibit "A".

That the following changes shall be made to the 2025 Proposed Thoroughfare System, as incorporated in *Plan El Paso*:

- Delete the future extension of Bill Burnett Drive from Mercantile Avenue to Paseo Del Este Blvd.

(Signatures begin on following page)

ORDINANCE NO. _____

ADOPTED this _____ day of _____, 20__.

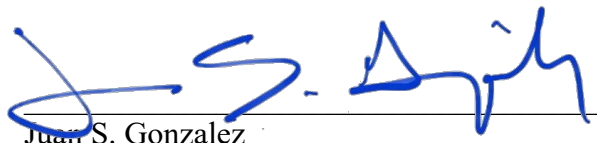
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

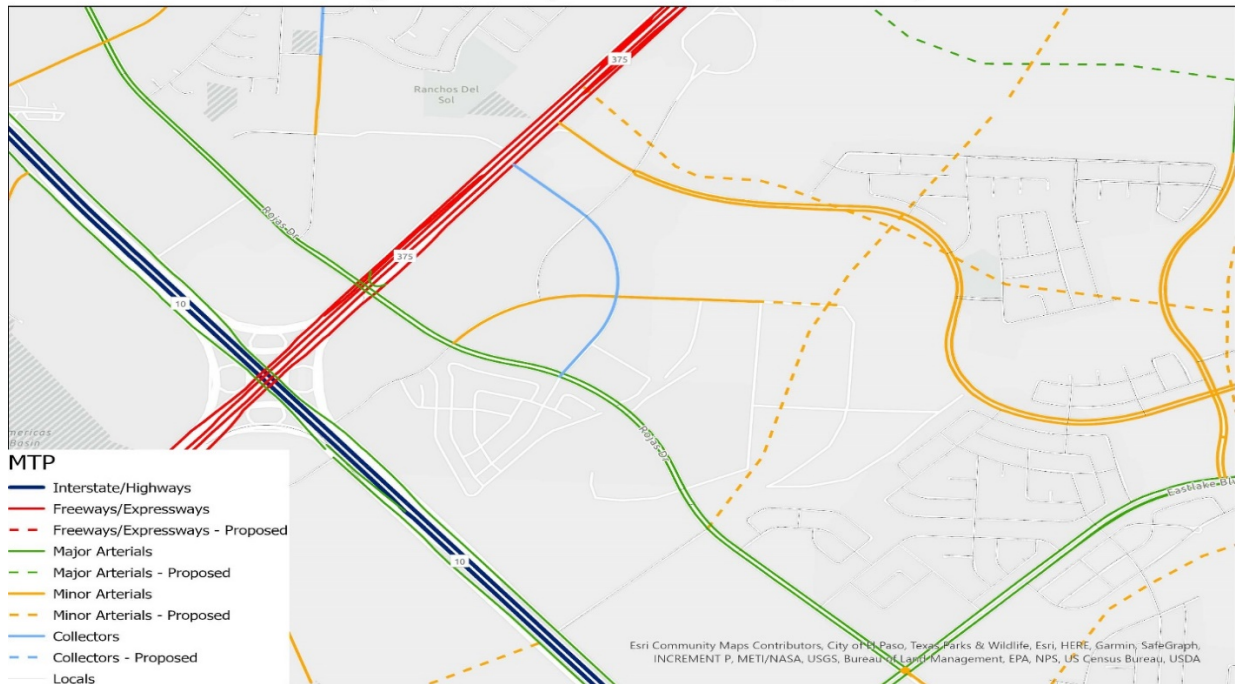


For Samuel Rodriguez, P.E.
City Engineer

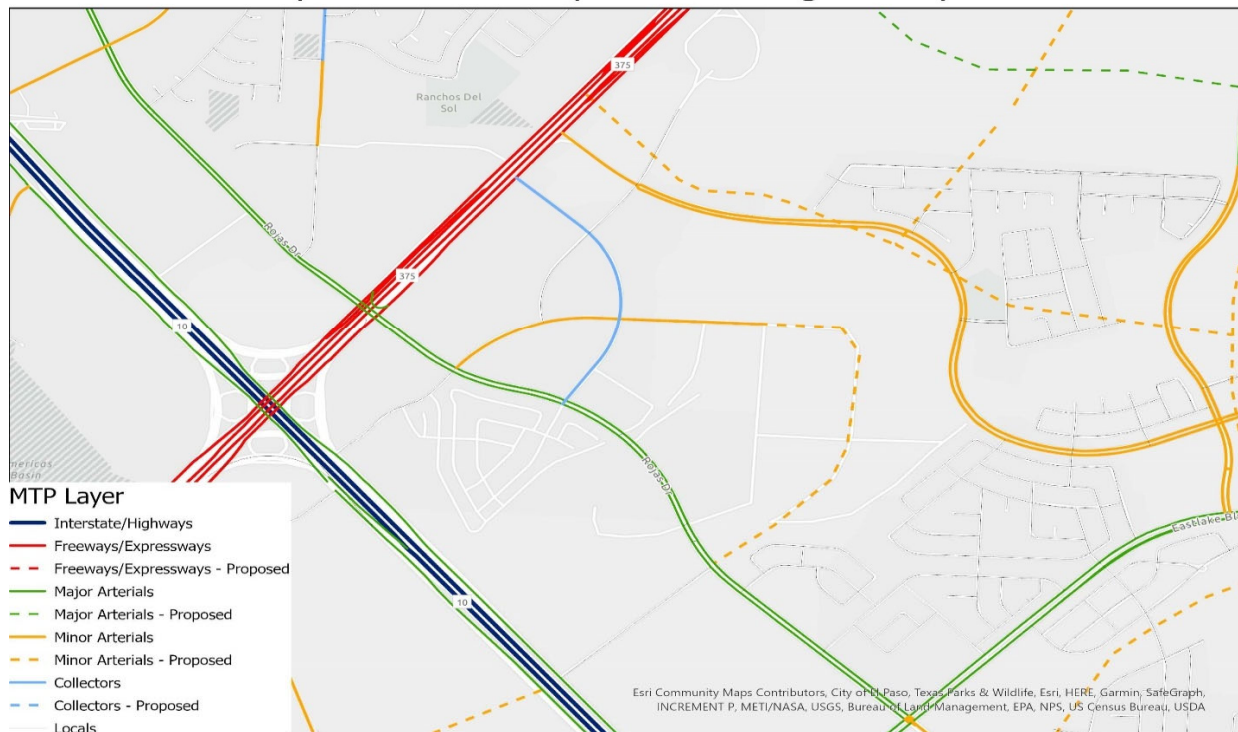
ORDINANCE NO. _____

Exhibit “A”

Major Thoroughfare Plan Existing 2025 Proposed Thoroughfare System



Major Thoroughfare Plan Requested 2025 Proposed Thoroughfare System



ORDINANCE NO. _____

Bill Burnett Drive MTP Amendment

3/15/2022

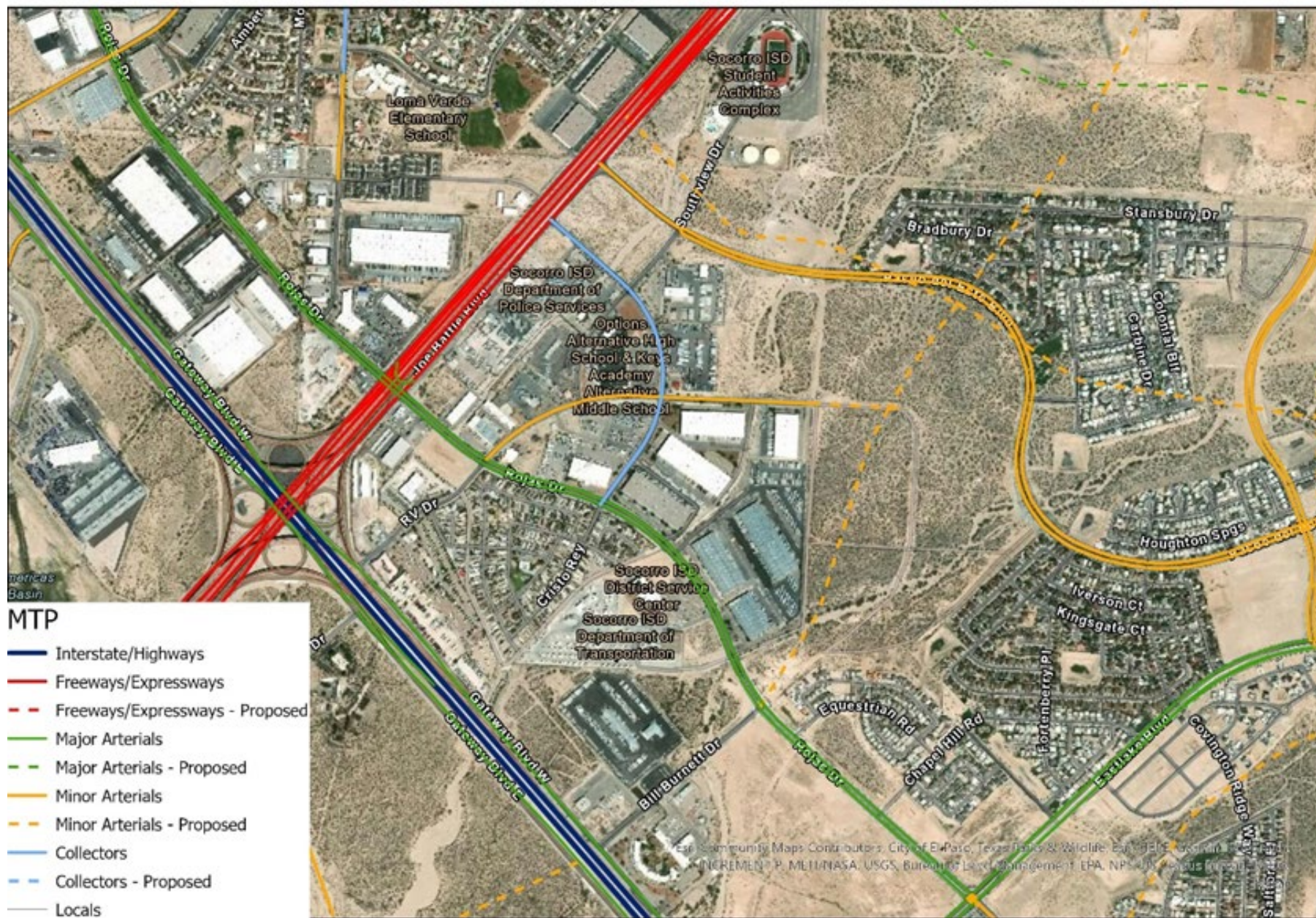
Capital Improvement Department

Request to amend MTP

- Delete the north/south extension of Bill Burnett Drive from Mercantile to Paseo Del Este, retain the north/south connection of Bill Burnett Drive from Rojas to Mercantile.
- CPC Approval recommendation 2-10-2022

Major Thoroughfare Plan

Existing 2025 Proposed Thoroughfare System



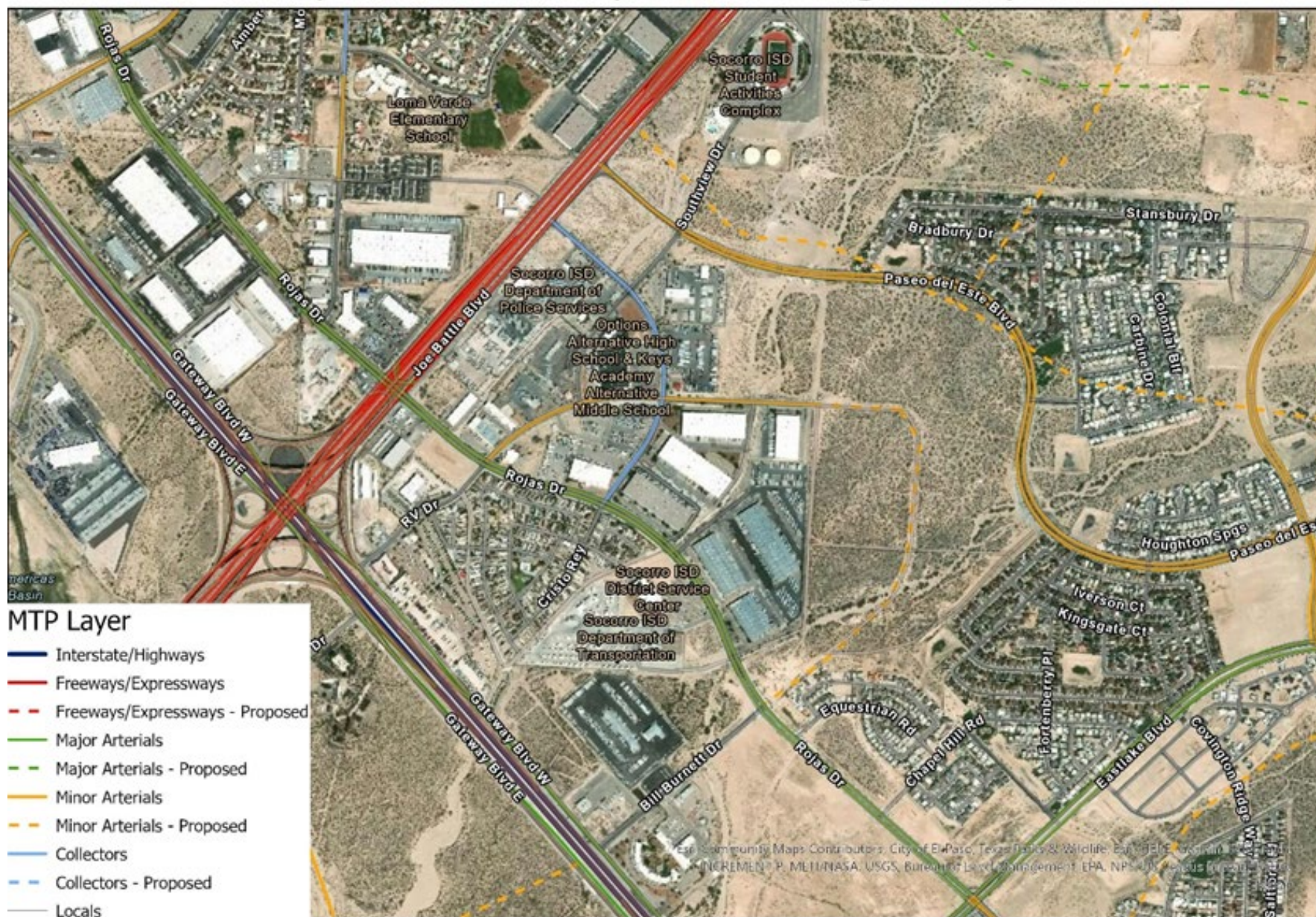


Major Thoroughfare Plan Requested 2025 Proposed Thoroughfare System



Major Thoroughfare Plan

Requested 2025 Proposed Thoroughfare System



- The requested change is associated with a subdivision application approved conditionally by the City Plan Commission on August 12, 2021. Approval of this amendment will satisfy the condition of that approval.
- Bill Burnett drive is a minor arterial directly east of the city limits in the city's ETJ. The surrounding development is primarily industrial and institutional with adjacent single-family development typical of far east El Paso development patterns.
- Private and public development directly north of the proposed alignment prevents any future extension Bill Burnett Dr north of Paseo Del Este Blvd. As such, the connection would have minimal impact on the overall connectivity of the surrounding street network. Additionally, due to topography of the surrounding area, Paseo del Este Blvd was constructed in a highly non-linear alignment, which impedes the ability to locate a major intersection along its alignment.
- The Federal Highway Administration recommends an ideal spacing of 1 mile between arterial roadways in *fully developed* areas. Removing the north/south connection of Bill Burnett would result in a spacing of approximately 1.8 miles. However, due to the limited development potential of a large portion of the surrounding area based on deed restrictions and other large institutional property owners in the area, namely SISD, it is unlikely that the density in the area will ever necessitate the connection proposed for deletion.

After extensive coordination with reviewing departments, analysis of existing and trending development in the area, and consideration of the submitted traffic impact analysis staff recommends **approval** of the proposed MTP amendment.

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 #: 22-279, 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.

Discussion and action on a Resolution authorizing the City Manager or his designee to establish appropriations in the amount of \$6,600,000, the City of El Paso is the recipient of the American Rescue Plan Act ("ARPA") grant funds in the amount of \$154,365,135, the City Council approves the appropriation of the grant funds from the Coronavirus State and Local Fiscal Recovery funds to cover expenses incurred for the purchase of Digital Video Recording System funds in accordance and compliance with the requirements stipulated by the American Rescue Plan Act and federal guidelines in the Final Rule.

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

AGENDA DATE: March 15, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: K. Nicole Cote, City Manager's Office (915) 212-1092

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: N/A

SUBJECT:

Resolution authorizing the City Manager or his designee to establish appropriations in the amount of \$6,600,000, the City of El Paso is the recipient of the American Rescue Plan Act ("ARPA") grant funds in the amount of \$154,365,135, the City Council approves the appropriation of the grant funds from the Coronavirus State and Local Fiscal Recovery funds to cover expenses incurred for the purchase of Digital Video Recording System funds in accordance and compliance with the requirements stipulated by the American Rescue Plan Act and federal guidelines in the Final Rule.

BACKGROUND / DISCUSSION:

March 1, 2022 Presentation and update by the City Manager and staff on Phase 2 of the Body Worn Camera program for the El Paso Police Department.

On March 11, 2021, the federal government enacted the American Rescue Plan Act ("ARPA") which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund ("CSLFRF"). The City is a recipient of ARPA grant in the amount of \$154,365,135.

PRIOR COUNCIL ACTION:

On January 18, 2022, the City Council appropriated \$7,821,018 of ARPA grant funds incurred from March 3, 2021 through December 31, 2021 for the COVID-19 public health crisis.

AMOUNT AND SOURCE OF FUNDING: \$154,365,135 American Rescue Plan Act ("ARPA") grant funds.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

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

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, on March 13, 2020 the President of the United States declared a national emergency, Governor of the State of Texas declared a state of disaster, and the Mayor of the City of El Paso declared a local state of disaster in relation to Coronavirus Disease 19 (COVID-19); and

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

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

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

WHEREAS, the COVID-19 pandemic is a public health crisis that has required immediate action from the City to relieve the emergency necessity of the municipality’s residents and to protect the health and safety of the community, resulting in expenditures by the City to respond to the COVID-19 public health emergency; and

WHEREAS, on March 11, 2021, the federal government enacted the American Rescue Plan Act (“ARPA”) which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (“CSLFRF”); and

WHEREAS, the Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of recovery funds not explicitly listed; and

WHEREAS, the City is a recipient of ARPA grant in the amount of \$154,365,135 from the fund to be received in two tranches, with the first received on May 12, 2021 in the amount of \$77,172,567.50, and the second half of equal value is expected to be received on or about May 12, 2022; and

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

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

WHEREAS, the City Council desires to appropriate the ARPA grant funds in the amount of \$6,600,000 in accordance with the requirements stipulated in the U.S. Department of Treasury’s Final Rule (“Final Rule”).

WHEREAS, the City Council now desires to fund a police Digital Video Recording System to promote public trust, enhance public safety, improve transparency and provide accountability for the safety and security of both the El Paso Police Department and the community it serves.

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

THAT as the recipient of the American Rescue Plan Act (“ARPA”) grant funds in the amount of \$154,365,135, the City Council approves the appropriation of \$6,600,000 of the grant funds from the CSLFR to cover expenses incurred for the purchase of Digital Video Recording System Funds in accordance and compliance with the requirements stipulated by the American Rescue Plan Act and federal guidelines in the Final Rule.

THAT, the above appropriation was obligated during the period starting March 3, 2021, and ending December 31, 2024.

THAT, the instant and previous appropriations are made in compliance with the Final Rule.

THAT, future appropriations of the remaining CSLFR funds shall be appropriated in a manner aligning to the needs and requirements of the City and in compliance with the Final Rule guidance.

THAT, the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the American Rescue Plan Act (“ARPA”) grant funds are properly expended to respond to the COVID-19 public health emergency.

APPROVED this ____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Frances M. Maldonado Engelbaum
Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote, Director
Office of Management & Budget



Legislation Text

File #: 22-277, 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) 212-1845

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services for Geotechnical and Materials Testing Services in support of the Streets and Maintenance Department on a task by task basis by and between the City of El Paso and the following consultant:

1. LOI Engineers

The On Call Agreement will be for an amount not to exceed Five Hundred Thousand and No/00 Dollars (\$500,000.00). 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 the On-Call Agreement.

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

AGENDA DATE: March 15, 2022
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. 7 – Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:
A resolution that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services for Geotechnical and Materials Testing Services in support of the Streets and Maintenance Department on a task by task basis by and between the City of El Paso and the following consultants:

1. LOI Engineers

The On Call Agreement will be for an amount not to exceed Five Hundred Thousand and No/00 Dollars (\$500,000.00). 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 the On-Call Agreement.

BACKGROUND / DISCUSSION:
The on call agreement for professional services to provide Geotechnical and Materials Testing Services assists the Capital Improvement, Streets and Maintenance Department, and user departments to expedite and complete tasks for projects. The new agreement will be for a two year term for an amount not to exceed \$500,000.

SELECTION SUMMARY: See attached

CONTRACT VARIANCE: N/A

PROTEST N/A

PRIOR COUNCIL ACTION:
City Council approved the previous two year on call agreements for Geotechnical and Materials Testing Services for Streets and Maintenance on October 15, 2019, these agreements October 14, 2021.

AMOUNT AND SOURCE OF FUNDING:
Certificates of Obligation
Resurfacing Program

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: Streets and Maintenance Department

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

DEPARTMENT HEAD:

Assistant Director Capital Improvement *Jerry DeMuro/for*

Sam Rodriguez, Chief Operations and Transportation Officer,
Aviation Director and City Engineer

RESOLUTION

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

That the City Manager, or designee, be authorized to sign a two year On-Call Agreement for Professional Services to perform geotechnical and materials testing consulting services on a task order basis between the City of El Paso and the following consultant:

1. LOI Engineers

The On-Call Agreement will be for an amount not to exceed Five Hundred Thousand and No/00 Dollars (\$500,000.00). In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the agreement. In addition, the City Manager, or designee, is authorized to increase contract amounts up to \$50,000.00 and sign any amendments to the agreement.

APPROVED THIS _____ DAY OF _____ 2022.


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:

Assistant Director Capital Improvement


Sam Rodriguez, P.E., City Engineer
Capital Improvement Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement (“**Agreement**”) is made this ____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **LOI ENGINEERS**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional Geotechnical & Materials Testing services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each task order. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **FIVE HUNDRED THOUSAND AND NO/00 DOLLARS (\$500,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 INTENTIONALLY DELETED.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount

and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT BUDGET. The Consultant acknowledges that the budget and time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant

shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
\$1,000,000.00 Per Occurrence
\$2,000,000.00 General Aggregate
\$2,000,000.00 Products/Completed Operations Aggregate
\$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00

\$1,000,000.00 per occurrence

- c) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, 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 City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal,

state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work

that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as

- may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to: The City of El Paso
 Attn: City Engineer
 P.O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: LOI Engineers
 Bernardino Olague, Vice President
 2101 E. Missouri Ave., Suite B
 El Paso, TX 79903

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

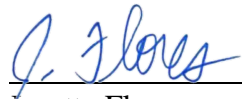
7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

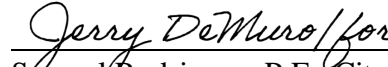
APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement



Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

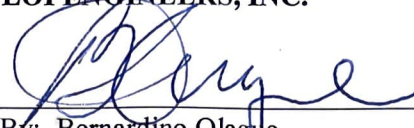
This instrument was acknowledged before me on this ____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
LOI ENGINEERS, INC.


By: Bernardino Olague
Title: Vice President

(Acknowledgment)

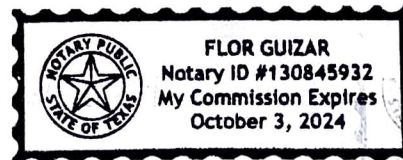
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 28th day of February, 2022,
by Bernardino Olague, as Vice President of Loi Engineers, Inc..


Notary Public, State of Texas

My commission expires:

October 3, 2024



My Commission Expires
October 3, 2024

**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A

SCOPE OF SERVICES

The firm is to perform all phases of geotechnical and geological investigation, testing, analysis, and design services from conceptual through final design and construction. The anticipated projects under these selections may include roadways, parking lots/structures, quality of life, public safety, and other municipal facilities. Anticipated activities include, but are not limited to:

- Site investigation and characterization
- Installing soil borings and collecting soil and ground water samples
- Locating utilities, underground structures such as manholes, concrete pavement, monuments, railroad tracks, etc. and potholing
- Evaluating site materials
- Installing and monitoring of geotechnical instrumentation
- Forensic evaluation of settlement of existing structures, pavement, and other material failures
- Soil slope stability analyses (i.e., berms, embankments and cut slopes) and development of recommendations for slope construction (i.e., slope angles, protection, anchoring, backfilling material requirements and compaction), slope protection or stabilization methods to mitigate slope erosion and maintenance
- Determining of lateral earth pressure coefficients for below grade and retaining wall structures
- Identifying trench safety considerations for ground vibration and movement monitoring during construction
- Identifying of considerations for construction of structures in areas of shallow groundwater, dewatering, and short and long-term groundwater monitoring
- Reviewing existing geotechnical data and background information
- Developing conceptual design or layout in support of the geotechnical recommendation
- Providing geotechnical recommendations for expansion of existing facilities and new facility construction
- Implementing creative and innovative approaches to address project requirements.
- Geotechnical laboratory testing as appropriate, including but not limited to the following:

Materials Sampling and Testing: Concrete compressive strength ASTM-C39, concrete and asphalt coring, Hot Mix Asphaltic Concrete (HMAC) molding for flow/stability, extraction/gradation, Marshall density /stability and flow, field density ASTM-D6938, base course proctor, SA, PI (w/D-4718 oversize correction) and field density base course ASTM D 6938

Earthwork Sampling and Testing of select fill, backfill, and existing subgrade materials for determination of moisture-density relationship (Proctor) ASTM-D698 or D1557, grain size distribution, #200 Test ASTM-D6913 & D1140, Atterburg Limits (PI) ASTM-D4318 - field density ASTM-D1566, soil corrosivity ASTM STP 741, and ASTM STP1013, field measurement of soil resistivity ASTM G 57-78 and ASTM G 51-84 as appropriate, and trenching, subgrade and base course compaction testing

Other materials testing as requested including but not limited to:

- Roofing moisture, withdrawal resistance of mechanical fasteners, and wind uplift
- Visual, acoustics, radiographic, dye penetrants, magnetic particle (ferrous metal only) weld testing
- Mill thickness, lead for paint materials
- Subgrade and drainage design
- Stability, settlement, and foundation design
- Performing geotechnical construction observation and testing during construction
- Preparing geotechnical reports, design plans, and specifications
- Coordinating with other design disciplines or parties

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

EXHIBIT A

CITY OF EL PASO - CAPITAL IMPROVEMENT DEPARTMENT
Hourly Rate Schedule for CID Solicitation No. 2022-0225R
Construction Observation and Materials Testing Services
LOI FILE NO. SOQ21-025

**A. Staff and Administrative****Unit Rate**

Project Manager (e.g.: J. Baca)	\$129.80 /hr.
Discipline Leader (e.g.: M. Reyes)	\$97.35 /hr.
Laboratory Supervisor (e.g.: B. Chacon)	\$73.01 /hr.
Field Technician (beyond allotted time and standby time)	\$61.66 /hr.
Sr. Laboratory Technician	\$63.28 /hr.
Clerical/Contract Administrator	\$58.41 /hr.
Travel (trip charge depends on the actual distance - from LOI to site)	\$0.55 /mile
Overtime (before 7AM, after 4PM, weekends, national holidays)	regular rate x 1.5
Expenses	Cost + 5%

EXHIBIT B

CITY OF EL PASO - CAPITAL IMPROVEMENT DEPARTMENT
 Testing Rate Schedule for CID Solicitation No. 2022-0225R
 Construction Observation and Materials Testing Services
 LOI FILE NO. SOQ21-025

**A. Field & Lab Soils Testing****Unit Rate**

Particle Size Analysis (ASTM C-136) (SA)(includes report)	\$60.00 ea.
Compaction Characteristics by Modified Effort (ASTM D-1557)(includes sampling time and sample preparation)(includes SA & AL, and report)	\$395.00 ea.
Field Density and Unit Weight by Nuclear Gauge (minimum of three densities per trip, includes 0.75 hr. tech time on site) (ASTM D-6938)(includes report)	\$65.00 ea.
Liquid Limit and Plastic Limit and Plasticity Index (ASTM D-4318) (AL)(includes report)	\$65.00 ea.

B. Field & Lab Concrete Testing**Unit Rate**

Compressive Strength of Freshly-Mixed Concrete, Includes Slump, Air Content, Concrete and Ambient Temperature, and Molding up to Four Cylinders per Set (1 Hr. on site tech time, pickup/testing)	\$240.00 set
Compressive Strength of Freshly-Mixed Grout, Includes Slump, Concrete and Ambient Temperature, and Molding up to Four Prisms per Set (0.75 Hr. on site tech time, pickup, testing)	\$230.00 /set
Compressive Strength of Freshly-Mixed Mortar, Includes Concrete and Ambient Temperature and Molding up to Three Cubes per Set (0.75 Hr. on site tech time, pickup and testing)	\$225.00 /set

C. Field & Lab Hot-Mix Asphaltic Concrete Testing**Unit Rate**

HMAC Suite - Marshall Unit Weight, Flow and Stability, Quantitative Extraction, Size Analysis of Extracted Aggregate, Rice Test	\$585.00 /suite
Density of HMAC by Nuclear Methods (minimum of three densities per trip, 0.75 hr. on-site tech time)	\$60.00 ea.
Rolling Pattern	\$95.00 /hr.
HMAC Coring, Thickness, Density, and Patching (excludes traffic control)(3 specimens/set)(includes generator)	\$495.00 /set

**ATTACHMENT “C”
INTENTIONALLY DELETED**

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

To be determined by Task Order.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Loy Insurance Agency 6044 Gateway East Blvd., #232B El Paso, Texas 79905	CONTACT NAME: Juan Loy Jr PHONE (A/C, No. Ext): 915-626-9058 E-MAIL ADDRESS: loy_ins@yahoo.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Progressive County Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC #
INSURED LEC Engineers, Inc. DBA LOI Engineers 2101 E. Missouri, Ste B El Paso, Texas 79903	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		03530741-0	4/25/2021	4/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project : Solicitation 2022-0255R On-call Geotechnical and Materials Testing Services for the Streets and Maintenance Department.

CERTIFICATE HOLDER**CANCELLATION**Capital Improvement – City of El Paso
218 N. Campbell St. Second Floor
El Paso, Texas 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Texas Insurance Group, Inc. P.O. Box 54697 Hurst TX 76054		CONTACT NAME: Debi Krupa PHONE (A/C, No, Ext): (817) 510-1757 E-MAIL ADDRESS: debi@tig.net FAX (A/C, No): (817) 268-3108	
INSURED LEC Engineering Inc. dba LOI Engineers 2101 E. Missouri Ave Ste. B El Paso TX 79903		INSURER(S) AFFORDING COVERAGE INSURER A: Hamilton Insurance DAC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** MASTER 2021**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			EOH1214013	12/17/2021	12/17/2022	Each Claim \$2,000,000 Claim Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project :Solicitation 2022-0255R On-call Geotechnical and Materials Testing Services for the Streets and Maintenance Department

Professional Liability aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER**CANCELLATION**Capital Improvement – City of El Paso
218 N. Campbell St. Second Flo

El Paso

TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Eric McEachern

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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic products
 - 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (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 Statutes 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. **Non-discrimination:** 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 Acts and the Regulations, 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 Acts and the Regulations relative to Non-discrimination 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 subcontractor 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.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, 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 appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 section 1352, title 31, U.S. Code. 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.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.



On-Call Geotechnical and Materials Testing Services For the Streets and Maintenance Department

Solicitation No: **2022-0225R**

March 1, 2022

Strategic Plan Goal:

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

7.1 Enhance a regional comprehensive transportation system

Contract Details



Location:	City-wide
Contract Value:	\$500,000
Contract Term:	Two years
Funding Source:	Resurfacing program and Certificates of Obligation

Contract Scope

- Perform geotechnical and geological investigations and materials testing, analysis and design services for roadways, parking lots/structures, quality of life, public safety, and other municipal facilities.
- Testing may include but is not limited to concrete, hot mix asphaltic concrete, earthwork, roofing materials, and welds.



Procurement Summary



- On February 15, 2022 presented the On-call Geotechnical and Materials Testing Services for the Streets and Maintenance Department.
- Intended to award five contracts. Prior to presentation to Council, a contracting issue with one of the offerors was identified and only four contracts were approved. The issue has since been resolved.
- Recommendation
 - ✓ Award a contract to the following consultant:
 - LOI Engineers



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



Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad



Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



Legislation Text

File #: 22-283, 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

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.

Discussion and action that the City consents to the assignment of the rights, duties and obligations under the contract 2006-015 to Assignee, who agrees to perform all duties under the contract as the Friedman contract is transferred to Waste Connections of El Paso, LB d/b/a BARCO. The termination clause will be amended such that the contractor shall have the option to require the City to reimburse it for any fees due and its unrecoverable investments in plant and facilities including its investment in real estate in the amount of \$160,000 (Termination/Transfer fee) 1) if the City exercises its right to terminate for convenience 2) if the Contractor suffers a material financial hardship from the contract as a result of significant changes in the scope or nature of the project or 3) if the Contractor terminates the Contract because of default by the City.

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

DEPARTMENT: Environmental Services

AGENDA DATE: March 15, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Managing Director (915) 212-6000

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL8: Nurture and Promote a Healthy, Sustainable Community

SUBJECT:

The City consents to the assignment of the rights, duties and obligations under the contract 2006-015 to Assignee, who agrees to perform all duties under the contract as the Friedman contract is transferred to Waste Connections of El Paso, LB d/b/a BARCO. The termination clause will be amended such that the contractor shall have the option to require the City to reimburse it for any fees due and its unrecoverable investments in plant and facilities including its investment in real estate in the amount of \$160,000 (Termination/Transfer fee) 1) if the City exercises its right to terminate for convenience 2) if the Contractor suffers a material financial hardship from the contract as a result of significant changes in the scope or nature of the project or 3) if the Contractor terminates the Contract because of default by the City.

BACKGROUND / DISCUSSION:

Friedman Recycling has operated the curbside recycling program for the City of El Paso since 2006, and is seeking the sale of its El Paso recycling facility and operations to Waste Connections of El Paso, LP d/b/a BARCO. Prior to the completion of the sale, the contract requires the City to consider its consent to assign the contract to BARCO.

PRIOR COUNCIL ACTION:

Friedman was awarded contractor bid No. 2006-015 February 14, 2006. Parties entered into the addendum for single stream curbside recycling collection and processing services June 26, 2006. Parties agreed to the first amendment to addendum February 22, 2011. A second amendment was approved on December 15, 2015.

AMOUNT AND SOURCE OF FUNDING:

ESD Operational Funds

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

DEPARTMENT HEAD: Ellen A. Smyth P.E



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

RESOLUTION

THAT the City Manager be authorized to sign the Consent to Assignment of Contract No. 2006-015 between Friedman Recycling of El Paso, LP and the City of El Paso, therein consenting to the assignment of Friedman Recycling ("Assignor") to Waste Connections of El Paso, LP dba BARCO El Paso ("Assignee").

APPROVED this ____ day of _____ 2022.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wendi Vineyard

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Ellen A. Smyth

Ellen A. Smyth, P.E. Director
Department of Environmental Services

STATE OF TEXAS)
)
COUNTY OF EL PASO) **CONSENT TO ASSIGNMENT OF
CONTRACT/BID NO. 2006-015**

This Consent to Assignment is executed this _____ day of _____, 20____, by and between the City of El Paso (the "City"), Friedman Recycling of El Paso, LP ("Assignor") and Waste Connections of El Paso, LP dba BARCO El Paso ("Assignee").

WHEREAS, in February of 2006 the City of El Paso (City) awarded Bid No. 2006-015 ("Contract") with Assignor to provide recycling services to the citizens of El Paso through 2022;

WHEREAS, the Contract between Assignor and the City of El Paso was amended in 2008 to establish a revenue sharing, include plastics (#3-#7) to recyclables, and address other financial issues; and

WHEREAS, the contract between Assignor and the City of El Paso was further amended 2015 addressing revenue sharing, tipping fees and extending the contract through 2030;

WHEREAS, Assignor has entered into an agreement to sell its El Paso recycling business to Assignee;

WHEREAS, the provisions of Contract 2006-015 specific that the Contract is not assignable without the consent of the City;

WHEREAS, Assignor has requested that the City approve a Consent to Assignment of the Contract to Assignee;

WHEREAS, at the time of the sale of the El Paso recycling portion of its business, Assignor owed the City of El Paso \$532,556.56; and

WHEREAS, at the time of the finalization of the sale from Assignor to Assignee, the above-stated amounts owed to the City by Assignor have been paid in full; and

WHEREAS, it is in the best interest of the City to continue the contract entered into by the City and Assignor by assigning and transferring the Contract rights, duties and obligations to Assignee; and

WHEREAS, Assignee agrees to continuing the contract, as amended, with the City; and

WHEREAS, In addition, the parties wish to amend the contract termination provisions of the Contract;

WHEREAS, Assignee has agreed to be responsible for all duties and obligations under the Contract; and

WHEREAS, the City agrees to the assignment of all rights, duties and obligations encompassed in the Contract to Assignee with the amendments;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The City consents to the assignment of the rights, duties and obligations under the contract to Assignee.
2. Assignee agrees to assume and perform all duties, obligations and responsibilities under the contract including the amendment of IFB Revised Section F, Subsection 9 entitled “ADDITIONAL REMEDIES” as amended by Article V, Section 5.4 of the Addendum, in particular the 2nd paragraph is restated as follows:

The Contractor shall have the option to require the City to reimburse it for any fees due and its unrecoverable investments in plant and facilities, including its investment in real estate, in the amount of \$160,000 (“Termination/Transfer fee”): 1) if the City exercises its right to terminate for convenience, which includes and is not limited to termination for material reduction in the scope of this Contract due to unavailability of funds (as provided in IFB subsection 17), 2) if the Contractor suffers a material financial hardship from the contract as a result of significant changes in the scope or nature of the recycling project by the City, or 3) if the Contractor terminates the Contract because of default by the City.

The above stated Termination/Transfer fee amount shall be reduced by \$20,000.00 per remaining year through the expiration of the existing contract term, not to include any extensions that the City and Contractor may agree to. At the expiration of the contract, the Termination/Transfer fee will be \$0.

3. All remaining terms and conditions of the contract shall remain in full force and effect.

(Signatures begin on following page)

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

**CONSENT TO ASSIGNMENT OF
 CONTRACT/BID NO. 2006-015**

EXECUTED this the _____ day of _____, 2022

THE CITY OF EL PASO:

 Tomás González
 City Manager

APPROVED AS TO FORM:

Wendi N. Vineyard

 Wendi N. Vineyard
 Assistant City Attorney

APPROVED AS TO CONTENT:

Ellen A. Smyth

 Ellen Smyth P.E., Managing Director
 Environmental Services

ASSIGNOR:
Friedman Recycling El Paso, LP

By: _____
 Name: _____
 Title: _____

ASSIGNEE:
Waste Connections of El Paso, LP
dba BARCO El Paso

By: _____
 Name: _____
 Title: _____