

Oscar Leaser
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

NOTICE OF CITY COUNCIL

June 07, 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: 875-892-852#

AND

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

June 6, 2022

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 141-488-49#

Notice is hereby given that an Agenda Review Meeting will be conducted on June 6, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on June 7, 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, June 6, 2022 Conference ID: 141-488-49#
Regular Council Meeting, June 7, 2022 Conference ID: 875-892-852#

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>

For Call to the Public: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormPublic>

To speak on Agenda Items: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormItem>

The following member of City Council will be present via video conference on June 7, 2022:

Representative Cissy Lizarraga

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Joe Renteria Boys & Girls Clubs of El Paso Week

State Farm® 100th Anniversary Recognition Day

Elder Abuse Awareness Month

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of Minutes of the Regular City Council Meeting of May 24, 2022, the Agenda Review of May 23, 2022, and the Emergency Meeting of May 23, 2022. [22-705](#)

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. Excuse Representative Claudia Rodriguez from the June 7, 2022 Regular City Council Meeting. [22-706](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution that the City Manager be authorized to sign the 1st Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") between the CITY OF EL PASO and FLYZONE, LLC, to decrease the maximum, aggregated Grant payments due to the Applicant over the Term of the Agreement by 5 percent (from \$162,863 to \$154,720) as consideration for an approximate 5 percent reduction in the Minimum Investment required to be incurred by the Applicant (from \$12,414,000 to \$11,763,573).
[POSTPONED FROM 05-24-2022] [22-597](#)

District 8

Economic and International Development, Jessica Cordova, (915) 212-1626
Economic and International Development, Elizabeth Triggs, (915) 212-0094

Goal 3: Promote the Visual Image of El Paso

4. That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A) [22-668](#)

Districts 2, 7

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

5. Approve a Resolution that the City Manager is hereby authorized to sign a temporary Alcohol Sales in Memorial Park Reserve for the 2022 Art in the Park Event. Further, that the City Manager and/or the Managing Director of Cultural Affairs and Recreation be authorized to sign any certification reports and amendments related to this agreement, including amendments that change the certification amount if needed. [22-680](#)

District 2

Parks and Recreation, Ben Fyffe, (915) 212-1766

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

6. Approve a Resolution to authorize the City Manager or a designee to amend the 2022 Public Art Plan and enter into contracts and amendments to contracts to carry out the amended 2022 Public Art Plan. [22-688](#)

District 2

Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766

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

7. That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and FOCUSED ADVOCACY, LLC, a Texas limited liability company, for professional consulting services related to legislative services, in the amount of \$10,000 per month, for a term of twelve (12) months beginning July 1, 2022 and ending June 30, 2023, with two options to extend for one additional year at the same terms. [22-683](#)

All Districts

Economic and International Development, Lindsey Adams, (915) 212-1622

Economic and International Development, Elizabeth Triggs, (915) 212-1619

8. That the City Manager be authorized to sign a First Amendment to the On-Call Agreement for Professional Services (Appraisal Services) between the City of El Paso and CBRE, Inc., (the "Agreement") amending the term of the Agreement from two years to three years; increasing the maximum contract amount for the term from \$100,000.00 to \$300,000.00; and providing for two one-year options to extend the Agreement with each option increasing the contract amount by an additional \$100,000.00, for a total contract amount, including options, not to exceed \$500,000.00. [22-685](#)

All Districts

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

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

9. A Resolution to authorize the City Manager to sign a Traffic Signal Agreement between the City of El Paso and Franklin Property Pros. whereby the City agrees to maintain the traffic signal improvements installed by Franklin Property Pros., located at the intersection of State Highway 659 (N. Zaragoza Rd) and Henry Brennan Dr. [22-667](#)

District 6

Streets and Maintenance, Randy Garcia, (915) 212-7005

Goal 8: Nurture and Promote a Healthy, Sustainable Community

10. That the City Manager be authorized to sign an Agreement between the CITY OF EL PASO and the EL PASO COMMUNITY FOUNDATION ("EPCF") to coordinate with the Shelter to promote programming initiatives, projects, and provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Shelter for a term of five (5) years and shall automatically renew [22-682](#)

for successive additional one (1) year periods.

All Districts

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

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

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

11. Michelle Dioselina Esparza to the Committee on Border Relations by Representative Joe Molinar, District 4. [22-669](#)
Members of the City Council, Representative Joe Molinar, (915) 212-0004
12. Ann Marie Canales to the Committee on Border Relations by Representative Cissy Lizarraga, District 8. [22-715](#)
Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008

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

13. Deborah Zuloaga to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Joe Molinar, District 4. [22-700](#)
Members of the City Council, Representative Joe Molinar, (915) 212-0004

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

14. Victor Barajas to the Bicycle Advisory Committee by Representative Alessandra Anello, District 2. [22-664](#)
Members of the City Council, Representative Alessandra Anello, (915) 212-0002

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

15. Marisela Rios to the City Plan Commission by Representative Cassandra Hernandez, District 3. [22-723](#)
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Goal 8: Nurture and Promote a Healthy, Sustainable Community

16. Wesley Lawrence to the Regional Renewable Energy Advisory Council by Representative Cassandra Hernandez, District 3. [22-694](#)

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

17. Tax refund to North Point Capital, in the amount of \$3,132.30 for an overpayment made on February 17, 2020 of 2019 taxes. (Geo. # X579-000-3180-2001) [22-676](#)

This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

All Districts

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

CONSENT AGENDA - NOTICE FOR NOTATION:

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

18. Accept the donation of \$2,500 from Marathon Petroleum and \$2,500 from ZTEX Construction for community engagement events in District 3. [22-697](#)

District 3

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

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

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

19. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life. [22-687](#)

Award Summary:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. referencing Contract 2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids. This will be a change order to increase the award by \$67,600.90 for a total amount not to exceed \$740,397.40. This change order will cover expenses for the remainder of the contract for the initial term.

Department: Streets and Maintenance

Award to: MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co.
El Paso, TX

Total Estimated Amount: \$67,600.90

Account No.: 532 - 3600 - 531240 - 37020 - P3701

Funding Source: Internal Service Fund
District(s): All

All Districts

Streets and Maintenance, Richard Bristol, (915) 212-7000
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

CONSENT AGENDA - BIDS:

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

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

[22-660](#)

The award of Solicitation 2022-0068 Engine and Transmission Lubricants, Coolants and Antifreeze to C&R Distributing, LLC for an initial term of three (3) years for an estimated amount of \$123,797.70. The award also includes, a two (2) year option for an estimated amount of \$82,531.80. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$206,329.50.

This contract will supply the El Paso Fire Department fleet with lubricants.

Contract Variance:

The difference based in comparison to the previous contract is as follows:

An increase of \$18,798.30 for the initial term, which represents a 17.90% increase due to market prices increased substantially due to a disruption in the international supply chain.

Department: Fire Department
Award to: C&R Distributing, LLC
El Paso, TX
Item(s): All
Annual Estimated Award: \$ 41,265.90
Initial Term: \$ 123,797.70 (3 years)
Option to Extend: \$ 82,531.80 (2 years)
Total Estimated Award: \$ 206,329.50 (5 years)
Account No.: 332-1000-22090-530040-P2216
Funding Source: General Fund
District(s): All

This is a Low Bid contract, unit price contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to C&R Distributing, LLC, the sole, lowest responsive, responsible bidder. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

All Districts

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

21. Discussion and action on a Resolution condemning the May 24, 2022 attack at Robb Elementary School in Uvalde, Texas and expressing condolences and deepest sympathies to those lost, injured and impacted by the horrific tragedy. [22-720](#)

All Districts

Members of the City Council, Representative Henry Rivera, (915) 212-0007
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003
Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

Goal 3: Promote the Visual Image of El Paso

22. Discussion and action to approve a Resolution recognizing and congratulating Destination El Paso and the El Paso Association of Fire Fighters IAFF Local 51 for their efforts to successfully secure El Paso as the location for the 2023 Texas State Association of Fire Fighters Convention. [22-696](#)

All Districts

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

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

23. Discussion and action following a presentation by Moms on Board (MOB) regarding their requests for the Parks and Recreation Department to provide additional all-abilities playgrounds, shade structures, restrooms, and other family-friendly amenities. [22-719](#)

All Districts

Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008
Members of the City Council, Representative Isabel Salcido, (915) 212-0005

24. Discussion and action formalizing the names of the City of El Paso Open Space Preserves to read "Lost Dog" and "Knapp Land Nature Preserve". [22-721](#)

All Districts

Members of the City Council, Representative Aleksandra Anello, (915) 212-0002
Members of the City Council, Representative Joe Molinar, (915) 212-0004

Goal 8: Nurture and Promote a Healthy, Sustainable Community

25. Presentation and update from HOME (a Texas municipal housing authority formerly known as the Housing Authority of the City of El Paso). [22-711](#)

All Districts

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

26. Council briefing from the Bond Overview Advisory Committee (BOAC).

[22-662](#)

All Districts

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

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

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: 875-892-852#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormPublic>

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

27. An Ordinance changing the zoning of a portion of Lot 1, Block 4, Riverside International Industrial Center, 9751 Pan American Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to M-1 (Light Manufacturing). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-585](#)

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: 9751 Pan American Drive
Applicant: El Paso Water, PZRZ22-00004
[POSTPONED FROM 05-24-2022]

District 7

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

PUBLIC HEARING WILL BE HELD ON JUNE 22, 2022

28. An Ordinance changing the zoning of Lot 27, Block 6, Stiles Gardens, 7249 Dale Road, City of El Paso, El Paso County, Texas from A-2 (Apartment) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-657](#)

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: 7249 Dale Road
Applicant: Scott Winton, PZRZ21-00031

District 3

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Luis Zamora, (915) 212-1552

PUBLIC HEARING WILL BE HELD ON JUNE 22, 2022

29. An Ordinance changing the zoning of a portion of Tract 3A, Nellie D. Mundy Survey No. 240, an addition to the City of El Paso, El Paso County, Texas from R-3 (Residential) to A-4 (Apartment), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-658](#)

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: State Highway Spur 16 and Isela Rubalcava Ave.
Applicant: Westonlane, LLC, PZRZ22-00002

District 1

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

PUBLIC HEARING WILL BE HELD ON JUNE 22, 2022

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

30. An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as Lots Twenty-nine (29) and Thirty (30) in Block Two (2), Orchard Park Addition to the City of El Paso, El Paso County, Texas, to Figueroa Holdings, LLC (Figueroa), in accordance with Section 34.05 (h) of the Tax Code. This Deed is executed as a Corrected Tax Resale Deed, given and accepted in place of that deed executed by the City Manager, to Figueroa Holdings, LLC, so named in that instrument, dated September 14, 2018, and recorded in Ordinance Number 018848, in accordance with Section 34.05 (h) of the Tax Code. Said prior deed contained a clerical error in the property's legal description. This Deed corrects the error and confirms the deed described above, and it shall be effective as of and retroactive to September 14, 2018 for the following described real property: Lot Twenty-nine (29) and a portion of lot Thirty (30), (30 ft. on street, 116.6 ft. on the North, 44 ft. on the East, and 115 ft. on the South) 4255 sq. ft., in Block Two (2), Orchard Park Addition to the City of El Paso, El Paso County, Texas.

[22-670](#)

District 8

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

PUBLIC HEARING WILL BE HELD ON JUNE 22, 2022

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

31. Discussion and action on the award of Task Order 6V-1 for Solicitation 2021-0811, Fire Station 21 (FS 21) Renovation to Veliz Company, LLC for a total estimated award of \$1,458,799.08.

[22-663](#)

District 4

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

32. The linkage to the Strategic Plan is subsection 2.9 - Promote Building Safety

[22-686](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0574 On Call Demolition to ALAMO ENVIRONMENTAL, INC. dba Alamo1 for a total estimated award of \$1,674,528.35. This contract will facilitate the demolition of residential and commercial properties identified by the Building and Standards Commission that have been deemed dangerous and other capital project needs.

Department:

Capital Improvement

Award to:

ALAMO ENVIRONMENTAL, INC. dba Alamo1
San Antonio, TX

Item(s): All
Initial Term: 3 Years
Base Bid I: \$1,674,528.35
Total Estimated Award: \$1,674,528.35
Account No.: Various
Funding Source: Various
District(s): All

This is a low bid, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ALAMO ENVIRONMENTAL, INC. dba Alamo1 the lowest responsive, responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award. Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

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

All Districts

Capital Improvement Department, Sam Rodriguez, (915) 212-1845
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

33. An Ordinance granting a Franchise for Elite Medical Air Transport, LLC d/b/a Emergent Air, to operate a non-emergency ambulance transfer service. [22-504](#)
[POSTPONED FROM 05-24-2022]

All Districts

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

34. 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. [POSTPONED] [22-176](#)

FROM 03-01-2022, 04-26-2022, AND 05-10-2022]

All Districts

Police, Assistant Chief Peter Pacillas, (915) 212-4308

Goal 3: Promote the Visual Image of El Paso

35. 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. [POSTPONED FROM 03-01-2022, 04-26-2022, AND 05-10-2022]

[22-216](#)

All Districts

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

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

REGULAR AGENDA - OTHER BUSINESS:

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

36. Discussion and action on a Resolution authorizing that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between City of El Paso ("City") and Champlain Cable Texas Corporation, a Wyoming Corporation; Champlain Cable Texas Lease Corporation, a Wyoming Corporation; and Champlain Cable Corporation, a Delaware Corporation; (jointly as "Applicant") in support of a plant expansion project located at 9600 Pan American Boulevard, El Paso, Texas, 79927. The project includes the expansion of existing manufacturing operations. The Agreement requires the Applicant to make a minimum investment of \$5,686,000. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$285,279.00 in the form of a Property Tax Rebate; a Development Fee Rebate; and a Construction Materials Sales Tax Rebate.

[22-677](#)

District 7

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

Economic and International Development, Elizabeth Triggs, (915) 212-1619

37. Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between City Of El Paso ("City") and TransPerfect Translations International Inc. ("Applicant") in support of a project which will establish an enterprise that will provide business services, translation, and global communications located in the City of El Paso. The Agreement requires the Applicant to make a minimum investment of \$1,560,000. Over the Term of the Agreement, the City will provide performance-based incentives in an aggregate

[22-678](#)

amount not to exceed \$26,424.

District 1

Economic and International Development, Kelly Kotlik, (915) 212-1616
conomic and International Development, Elizabeth Triggs, (915) 212-0094

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

38. Discussion and action on a Resolution to establish City of El Paso Women's Commission comprised of members from across the community, inclusive of all, not a select or limited group, focused on Women's equality and protecting their rights. [22-699](#)

All Districts

City Manager's Office, Tracey Jerome, (915) 212-1783

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

39. Discussion and action that the City Manager be authorized to sign an Advance Funding Agreement Amendment #1 by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Sean Haggerty Drive Extension project, for the design of a four lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street, revising the project to include construction funding, and amending the estimated total project cost to \$21,691,922.00, of which the estimated local government participation amount is \$1,375,246.00. [22-690](#)

District 4

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

EXECUTIVE SESSION

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

Representative Cissy Lizarraga

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

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

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

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

Discussion and action on the following:

EX1. City Attorney and City Manager annual performance evaluations. Matter No.
21-1043-688 (551.071) (551.074)

[22-702](#)

City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033

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/>



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-705, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Approval of Minutes of the Regular City Council Meeting of May 24, 2022, the Agenda Review of May 23, 2022, and the Emergency Meeting of May 23, 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

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
May 23, 2022
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:01 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Alexsandra Anello, Joe Molinar, Isabel Salcido, Henry Rivera, and Cissy Lizarraga. Late arrivals: Peter Svarzbein at 9:03 a.m., Cassandra Hernandez at 9:03 a.m., and Claudia Rodriguez at 9:05 a.m.

The agenda items for the May 24, 2022 Regular City Council and Specials Mass Transit Board Meetings were reviewed.

.....
4. CONSENT AGENDA – RESOLUTIONS

A Resolution that the City Manager be authorized to sign the 1st Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") between the CITY OF EL PASO and FLYZONE, LLC, to decrease the maximum, aggregated Grant payments due to the Applicant over the Term of the Agreement by 5 percent (from \$162,863 to \$154,720) as consideration for an approximate 5 percent reduction in the Minimum Investment required to be incurred by the Applicant (from \$12,414,000 to \$11,763,573).

Ms. Jessica Cordova, Economic Development Contract Compliance Coordinator, commented.

Representative Lizarraga commented.

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

An Ordinance changing the zoning of a portion of Lot 1, Block 4, Riverside International Industrial Center, 9751 Pan American Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) 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: 9751 Pan American Drive
Applicant: El Paso Water, PZRZ22-00004

Representative Rivera commented.

.....
33. REGULAR AGENDA – OTHER BUSINESS

Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between City Of El Paso

("City") and Parradame Family Partnership LP ("Applicant") in support of the rehabilitation of a 100-year-old mixed-use building located in Downtown El Paso. The Agreement requires the Applicant to make a minimum investment of \$481,000. Over the term of the Agreement the City will provide performance-based incentives in an aggregate amount not to exceed \$47,665.

Ms. Elizabeth Triggs, Economic and International Development Director, commented.

Representatives Svarzbein and Lizarraga commented.

.....
EX5. EXECUTIVE SESSION

Application of El Paso Electric Company to Change Rates, Public Utility Commission of Texas
Docket No. 52195. Matter No. 21-1008-174 (551.071)

Ms. Karla Nieman, City Attorney, commented.

Mayor Leeser commented.

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

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

CITY COUNCIL URGENT PUBLIC NECESSITY (UPN) MEETING MINUTES
May 23, 2022
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
2:00 PM

.....
The City Attorney's Office justified this meeting and item as a matter of urgent public necessity and Council of the City Council met at the above time and place. Meeting was called to order at 2:02 p.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alessandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga.
.....

1. ORDINANCE NO. 019333

AN EMERGENCY ORDINANCE
AUTHORIZING THE CITY MANAGER TO ASSIGN PERSONNEL AND
RESOURCES TO ASSIST IN ADDRESSING THE HUMANITARIAN AND PUBLIC SAFETY
CRISIS RESULTING FROM A MASS MIGRATION THROUGH EL PASO

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

WHEREAS, because of war between Russia and Ukraine and the political situation in Turkey, Ukrainians, Russians, and Turks are arriving at the Southern border for admission to the United States; and

WHEREAS, on April 1, 2022, the Centers for Disease Control and Prevention ("CDC") announced the repeal of the Public Health Services Act, 42 U.S.C. §265 ("Title 42"), which was expected to allow for the inflow of migrants from the southern border; and

WHEREAS, federal litigation ensued to enjoin the CDC from repealing Title 42; and

WHEREAS, the Southwest had 234,088 land border encounters in the month of April, 2022; and

WHEREAS, the El Paso sector of CBP had 29,838 land border encounters in the month of April, 2022 and a total of 143,124 encounters for federal fiscal year 2022; and

WHEREAS, although Title 42 remains in place as a result of the federal litigation, the number of Border Patrol encounters remain high averaging 1,200 to 1,500 per day; and

WHEREAS, due to this high volume, the number of refugees and asylum seekers continues to climb resulting in 400-500 releases to the Annunciation House, a local non-governmental organization (“NGO”) on a daily basis; and

WHEREAS, on some days, the number of releases is lower due to the limited NGO space; and

WHEREAS, when the City faced a migrant surge in March of 2019, the NGO was able to establish over thirty hospitality sites throughout the El Paso region, versus today’s fifteen hospitality sites; and

WHEREAS, the primary challenge is that the NGO does not have the volunteer base to sustain or increase current capacity at its current fifteen hospitality sites (twelve in El Paso, Texas, one in Las Cruces, New Mexico, one in Deming, New Mexico, and another in Albuquerque, New Mexico; and

WHEREAS, although NGO volunteer recruitment efforts will continue, it is not anticipated that the volunteer base will keep up with the current demand, despite the NGO having identified additional facilities that could receive migrants; and

WHEREAS, when the U.S. Customs and Border Protection’s (“CBP”) Central Processing Center is over capacity and NGO space is unavailable, that is when the potential for street releases arises; and

WHEREAS, on May 15, 2022, the federal authorities released 119 single adults on the downtown streets of the City of El Paso; and

WHEREAS, in response to the May 15, 2022, street release, the El Paso City-County Office of Emergency Management (“OEM”) reallocated twenty-nine COVID-19 Operations staff to assist as migrant shelter surge staff, and on May 17, 2022, this staff began orientation training at Casa del Refugiado, the NGO’s largest hospitality site; and

WHEREAS, OEM has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with NGO capacity; and

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

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

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

WHEREAS, OEM continues to provide COVID-19 isolation and quarantine hotel support to migrant shelters, expanding operations when outbreaks occur in congregate shelter facilities; and

WHEREAS, OEM has provided isolation and quarantine services to over 2,293 migrants in close coordination with NGOs since April 2020; and

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

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

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

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

WHEREAS, the City of El Paso is home to 4 of the 28 international ports of entry between Texas and Mexico; and

WHEREAS, based on mass migration events in the recent past, the City anticipates significant delays at the international ports-of-entry to include trade; and

WHEREAS, the potential encampment of large groups of migrants on City rights of way and parks poses safety risks to migrants and citizens alike; and

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

WHEREAS, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local NGO with surge staff, coordination of resources and supplies, and transportation in light of the continued high number of community releases; and

WHEREAS, OEM and the City will continue to prepare and evaluate the need for mass emergency sheltering in anticipation of the eventual repeal of Title 42 and other regional migration surges that may impact the El Paso region; and

WHEREAS, this Ordinance shall remain in effect until otherwise terminated, re-enacted, or superseded by a conflicting ordinance, El Paso Local Health Authority Ordinance, or state or federal law.

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

SECTION 1. DECLARATION OF EMERGENCY AND DESCRIPTION.

- 1) A public emergency affecting life, health, property, or the public peace exists due to the release of mass groups of people without access to potable water, food, or shelter within the City of El Paso as follows:
 - a. exposing the migrants to life endangering hot or cold temperatures;
 - b. exposing the migrants and El Paso residents to the origination and spread of potential and actual disease;
 - c. exposing City property, infrastructure, migrants and El Paso citizens to safety issues involved in the potential encampment of large groups of migrants on city rights of way and parks; and
 - d. requiring the City to dedicate its first responders as necessary to maintain the public peace.

SECTION 2. EMERGENCY ACTION.

- 1) In order to protect the public health, safety and welfare, the City Manager is granted broad authority to take all action necessary to commit, direct, and assign necessary personnel and resources, with the exception of financial contributions to provide humanitarian relief to migrants released by federal authorities into the El Paso community;
- 2) The OEM will continue to request reimbursement for resources and expenditures used in addressing the continual arrival and release of migrants through the Emergency Food and Shelter Program;
- 3) Upon the City Attorney's Office review, the City Manager or designee is authorized to execute any and all necessary documents to address the public emergency.
- 4) The City Manager is directed to provide reports every thirty days to City Council of the budgetary impacts of the City's efforts to address the current immigration influx, such report to include but not be limited to expenses pertaining to transportation and personnel.
- 5) The City of El Paso may conduct emergency procurements in accordance with all applicable state law to acquire goods and services necessary to address the public emergency.

SECTION 3. CITY CHARTER 3.10.

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

Except as specified in a preceding section, this Emergency Ordinance shall take effect immediately upon its adoption and publication and it is accordingly so ordained. This Ordinance shall remain in effect for 30 days, unless re-enacted in accordance with El Paso City Charter

Section 3.10 or until the emergency is terminated, whichever is sooner.

SECTION 4. SEVERABILITY CLAUSE.

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

Emergency Management Coordinator Chief Jorge Rodriguez and Deputy City Manager for Public Safety Chief Mario D'Agostino presented a PowerPoint presentation (on file with the City Clerk's Office).

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

Ms. Karla Nieman, City Attorney, explained the difference between an emergency ordinance and an emergency declaration.

1ST MOTION:

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello, to **ADOPT** the Emergency Ordinance.

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

NAYS: Representative Rodriguez

THE MOTION FAILED FOR LACK OF UNANIMOUS CONSENT.

2ND MOTION:

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

3RD AND FINAL MOTION:

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

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

NAYS: None

Mayor Leaser consented to the adoption of the Emergency Ordinance.

.....
ADJOURN

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 2:36 p.m.

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

NAYS: None
.....

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

MINUTES FOR REGULAR COUNCIL MEETING

May 24, 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 9:02 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Joe Molinar, Isabel Salcido, Henry Rivera, and Cissy Lizarraga. Cassandra Hernandez joined via videoconference. Late arrival and early departure: Claudia Rodriguez at 11:34. a.m. and 2:06 p.m. respectively.

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

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Kayla Gomez Day

Young Women's Leadership Academy Month

Colonel Cary Westin Day

The Regular City Council meeting was **RECESSED** at 9:22 a.m. in order to take photos with the groups being recognized.

The Regular City Council meeting was **RECONVENED** at 9:34 a.m.

NOTICE TO THE PUBLIC

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

.....
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 May 10, 2022, the Agenda Review Meeting of May 9, 2022, the Work Session of May 9, 2022, and the Special Meeting of May 16, 2022.

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

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

NO ACTION was taken on this item.

.....
CONSENT AGENDA - RESOLUTIONS:
.....

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

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

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

That the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located between the intersections of Global Reach Drive and George Perry Boulevard, legally described as a 0.4427 acre portion of Lot 1, Block 2, Butterfield Trail Aviation Park Unit Three Replat A, situate within the corporate limits of the City of El Paso, El Paso County, Texas, recorded in File No. 20210042139, El Paso County Plat Records.

4. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** a Resolution that the City Manager be authorized to sign the 1st Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") between the CITY OF EL PASO and FLYZONE, LLC, to decrease the maximum, aggregated Grant payments due to the Applicant over the Term of the Agreement by 5 percent (from \$162,863 to \$154,720) as consideration for an approximate 5 percent reduction in the Minimum Investment required to be incurred by the Applicant (from \$12,414,000 to \$11,763,573).

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

WHEREAS, on February 1, 2022, the El Paso City Council approved the Air Service Development Incentive Program revision to encourage new non-stop commercial passenger service, new airlines and new unserved markets, whether those markets be domestic or international; and

WHEREAS, City staff recommends that the Air Service Development Incentive Program be revised to separate seasonal service from non-seasonal service.

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

THAT the El Paso International Airport Air Service Development Incentive Program for passenger airlines, attached hereto as the revised Exhibit "A"**, be approved and made effective on May 24, 2022; and

THAT the El Paso International Airport Air Service Development Incentive Program effective on February 1, 2022 will no longer be in effect on May 24, 2022.

**Exhibit available at the City Clerk's Office.

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

6.

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

WHEREAS, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, SONORA, JAIME, referred to as owner of the hereinafter described property after due notice and hearings, the BUILDING and STANDARDS COMMISSION of the City of El Paso ordered the owner of the property located at 3100 Zion Ln., El Paso, Texas to demolish the building on the property in thirty (30) days from the entry of the Order. The owner having failed to comply with such ORDER to demolish the building and clean the property of all rubbish and debris; and

WHEREAS, after thirty (30) days and due notice after the entry of the order, the Chief Building Official for the City of El Paso instructed Environmental Services Department to demolish the building located at 3100 Zion Ln., El Paso, Texas; and

WHEREAS, through the Environmental Services Department for the City of El Paso, the building was demolished; 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 reasonable expenses and amount billed to the City for the demolition of the property including administrative costs and the cost of demolition, removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3100 Zion Ln, more particularly described as Lot 1 (22623 SQ FT),
Block 20, Mountain Park Subdivision, City of El Paso, El Paso
County, Texas, PID #M820-999-0200-0100

to be \$14,539.88, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of August, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FOURTEEN THOUSAND FIVE HUNDRED THIRTY NINE AND 88/100 DOLLARS (\$14,539.88) 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.

7.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FELIX JORGE L & PALMA VIRIDIANA, 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:

5416 East River Ln, more particularly described as Lot 5 (29655.00 Sq Ft), Block 1, East River Estates Subdivision, City of El Paso, El Paso County, Texas, PID #E067-999-0010-0500

to be \$459.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of June, 2017, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY NINE AND 00/100 DOLLARS (\$459.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BARRAZA TOMASA & AGUIRRE FRANCISCA Y, 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:

4938 Meade Ct, more particularly described as Lot 2004 (12562.55 Sq Ft), Block 78, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0780-4300

to be \$300.27, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of June, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED AND 27/100 DOLLARS (\$300.27) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, THE SHERIFF OF TARRANT COUNTY C/O TARRANT COUNTY BAIL BOND BOARD, 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:

8204 Mount Everest Dr, more particularly described as Lot 2 (6600 Sq Ft), Block 2, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0020-3300

to be \$346.27, 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 15th day of January, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY-SIX AND 27/100 DOLLARS (\$346.27) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GONZALEZ ROGELIO, 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:

7263 Alameda Ave, more particularly described as Tr 8-B (0.47 Ac) Tr 8-D (0.47 Ac), Block 24, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-024A-0806

to be \$1009.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of July, 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 ONE THOUSAND NINE AND 50/100 DOLLARS (\$1009.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

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

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

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

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

10365 Wilshire St, more particularly described as Lot 17 (6500 Sq. Ft), Block 16, Sun Valley #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0160-3300

to be \$263.80, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of December, 2017, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED SIXTY-THREE AND 80/100 DOLLARS (\$263.80) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CHACON ALICIA R, 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:

10900 Whitey Ford St, more particularly described as Lot 2 (7565.87 Sq. Ft), Block 1, Cooperstown Subdivision, City of El Paso, El Paso County, Texas, PID #C762-999-0010-0200

to be \$271.58, 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 12th day of October, 2015, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED SEVENTY-ONE AND 58/100 DOLLARS (\$271.58) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, EL PASO KIWI ENTERPRISES, 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:

11793 Jim Webb Dr, more particularly described as Lot 51 (6419.96 Sq. Ft), Block 19, Mesquite Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #M395-999-0190-5100

to be \$315.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of August, 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 THREE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$315.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HERNANDEZ FEDERICO P & MARIA G, 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:

206 S Schutz Dr, more particularly described as Tr 8-A (0.1580 Ac), Block 39, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-039B-0801

to be \$278.62, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of October, 2017, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED SEVENTY-EIGHT AND 62/100 DOLLARS (\$278.62) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, UNITED STATES POSTAL SERVICE, 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:

880 N Zaragoza Rd, more particularly described as Exc Swc) & Wly Pt Of 2 (39.43 Ft On Nely 454.69 Ft On Sely-42.09 Ft On Swly-38.18 Ft Onn Wy) (162620.02 Sq. Ft), Block 9, Pecan Grove Subdivision, City of El Paso, El Paso County, Texas, PID #P656-999-0090-2500

to be \$295.40, 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 1st day of June, 2017, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED NINETY-FIVE AND 40/100 DOLLARS (\$295.40) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

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

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

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

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

9306 Roseway Dr, more particularly described as Tr 151 (8850 Sq. Ft), North Valumbrosa #2 Subdivision, City of El Paso, El Paso County, Texas, PID #N525-999-0010-7600

to be \$311.84, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of September, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED ELEVEN AND 84/100 DOLLARS (\$311.84) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HOOPER ALTAGRACIA, 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:

9605 Cindy Ln, more particularly described as TR 23 (1.09 AC), Richard Lee Subdivision, City of El Paso, El Paso County, Texas, PID #R410-999-0010-5500

to be \$844.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED FORTY-FOUR AND 00/100 DOLLARS (\$844.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

8.

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

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

That the City Manager be authorized to sign a Third Amendment to the Agreement for Professional Services by and between the CITY OF EL PASO and CONSOR ENGINEERS, LLC, an Texas Corporation, for a project known as "ALABAMA, DAVIS, DELTA, AND YARBROUGH BRIDGE CONSTRUCTION", to provide additional services for an increased cost not to exceed Thirteen Thousand Nineteen And 94/100 Dollars (\$13,019.94), for a total

contract amount of Seven Hundred Sixty Five Thousand Five Hundred Sixty One and 94/100 Dollars (\$765,561.94); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement and this Third Amendment.

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

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

9. *Motion made, seconded, and unanimously carried to **APPOINT** Justin Bass to the Zoning Board of Adjustment, as a Regular Member, by Representative Svarzbein, District 1.
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.....
CONSENT AGENDA – APPLICATION FOR TAX REFUNDS:
.....

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

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

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

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

WHEREAS, taxpayer, Tony's Burrito House & Mexican Food, Inc. through Tony's Burrito House ("Taxpayer") has applied for a refund with the tax assessor for their 2018 property taxes that were overpaid on January 31, 2019 in the amount of \$2,630.58 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2018 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT the City finds that Tony's Burrito House & Mexican Food, Inc. through Tony's Burrito House showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2018 taxes and the tax refund in the amount of \$2,630.58 is approved.

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

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

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

WHEREAS, taxpayer, Zenitram Automotive through Zenitram Automotive Service & Sales LLC ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on March 30, 2017 in the amount of \$19.98 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2016 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT the City finds that Zenitram Automotive Service & Sales LLC showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of \$19.98 is approved.

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

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

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

WHEREAS, taxpayer, Texas Title Company ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on February 28, 2017 in the amount of \$53.00 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2016 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT the City finds that Texas Title Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of \$53.00 is approved.

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

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

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

WHEREAS, taxpayer, Texas Title Company ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on May 17, 2017 in the amount of \$17.79 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2016 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT the City finds that Texas Title Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of \$17.79 is approved.

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

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

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

WHEREAS, taxpayer, Texas Title Company ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on October 25, 2017 in the amount of \$86.53 for all taxing entities; and

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

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

THAT the City finds that Texas Title Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of \$86.53 is approved.

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

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

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

WHEREAS, taxpayer, Texas Title Company ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on July 13, 2018 in the amount of \$45.97 for all taxing entities; and

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

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

THAT the City finds that Texas Title Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of \$45.97 is approved.

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

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

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

WHEREAS, taxpayer, Helena Agri-Enterprises, LLC ("Taxpayer") has applied for a refund with the tax assessor for their 2018 property taxes that were overpaid on January 28, 2019 in the amount of \$1,635.36 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2018 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT the City finds that Helena Agri-Enterprises, LLC showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2018 taxes and the tax refund in the amount of \$1,635.36 is approved.

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

Goal 3: Promote the Visual Image of El Paso

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

WHEREAS, it has been twenty years since the last Texas Democratic Convention was held in El Paso. The El Paso community has changed significantly since then and has received national attention. The city of El Paso is the first organization, across all sectors, to

earn the Texas Award for Performance Excellence for two consecutive years, in 2019 and 2020. El Paso has also won the All-America City (AAC) Award three times, in 2018, 2020, and 2021, and has been named an AAC finalist four additional years in a row; and,

WHEREAS, El Paso has preserved and is still known to be one of the safest cities throughout the Nation. El Paso has also undergone significant downtown revitalization efforts and our city is thriving! We welcome the opportunity to showcase the growth of our region and all that El Paso has to offer; and,

WHEREAS, we have a new generation of voters who are eager for change. El Paso truly knows the importance of progress, the importance of diversity, and we believe our community can help to lead the way in healing the soul of our beloved country; and,

WHEREAS, the process to secure the 2024 Texas Democratic Party state convention began more than a year ago by a delegation made up of members of the El Paso Democratic Party led by Chairwoman Dora Oaxaca and the City of El Paso's Destination El Paso team; and,

WHEREAS, A sustainable environment can be achieved on the community level through education and outreach efforts to help our communities and democracy thrive by working together for the common good; and

WHEREAS, the team which includes Chair Dora Oaxaca, Emma Acosta, Isela Castañon-Williams, Michael Apodaca, and Destination El Paso's Brooke Underwood, Jose Garcia, and Valerie Garcia all traveled to Houston to compete against San Antonio, and to help demonstrate why El Paso was the only choice to host the next statewide convention and won by a supermajority of 61 votes; and,

WHEREAS, from the State Democratic Executive Committee of 84 individuals El Paso was awarded this prestigious convention on Saturday, March 26, 2022; and

WHEREAS, this convention will be the first-of-its-kind on the US-Texas border in over 20 years in a Presidential Year. Congratulations to the El Paso Democratic Party and Destination El Paso, and other community leaders in El Paso!

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

1. Recognizes El Paso to host the 2024 Texas Democratic Convention in a Presidential Year the summer of 2024; and
2. Commends the members of the El Paso Democratic Party and City of El Paso's Destination El Paso team for securing a statewide convention; and,
3. Respectfully request that the City Clerk will make an executed copy of this resolution available to—
 - a. El Paso County Democratic Party Chairwoman, Dora Oaxaca; and,
 - b. Destination El Paso Executive Director, Brooke Underwood.

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

The following members of the public commented:

1. Ms. Brooke Underwood, Destination El Paso Executive Director

2. Ms. Dora Oaxaca, El Paso County Democratic Party Chairwoman
3. Ms. Emma Acosta, El Paso County Democratic Party Treasurer
4. Ms. Isela Castañon-Williams, El Paso County Democratic Party Delegation Member

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

.....
The Regular City Council meeting was **RECESSED** at 10:18 a.m. in order to convene the Mass Transit Board Meeting.

The Regular City Council meeting was **RECONVENED** at 10:27 a.m.

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

-
12. ITEM: Discussion and action to authorize District 1 City Representative Peter Svarzbein to attend City Council meetings by video conference more than one regular meeting week in a row June 21 and 22, 2022 and July 5 and 6, 2022.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

.....
REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

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

-
13. The Department of Aviation will provide a management update regarding the ELP 5MW (Megawatts) Solar Farm Project.

Ms. Shane Brooks, El Paso International Airport Program Administrator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following City staff members commented:

- Mr. Fernando Berjano, Sustainability Coordinator
- Mr. Sam Rodriguez, Director of Aviation

Mr. James Schichtl, El Paso Electric Vice President of Regulatory and Government Affairs, commented.

NO ACTION was taken on this item.

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

- 14.** Presentation and discussion of the financial impacts of COVID-19 on the Public Safety Bond Program.

Mr. Jerry DeMuro, Capital Improvement Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Svarzbein commented.

Mr. Sam Rodriguez, City Engineer, commented.

NO ACTION was taken on this item.

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

- 15.** Presentation and discussion providing a wrap-up of the 2022 Goal Team Reporting Series and Budget Update.

Ms. Julie Baldwin, Performance Office Director, introduced the item and the following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office) or provided responses to inquiries from Members of the City Council.

- Ms. Nicole Cote, Office of Management and Budget and Purchasing and Strategic Sourcing Interim Managing Director
- Mr. Ben Fyffe, Cultural Affairs and Recreation Managing Director
- Mr. Robert Cortinas, Chief Financial Officer
- Ms. Carolyn Patrick, Information Technology Assistant Director

Representatives Svarzbein, Annello, Rodriguez, and Lizarraga commented.

NO ACTION was taken on this item.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

- 16.** Management update on modifications and improvements to the City's response to illegal dumping.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office) or provided responses to inquiries from Members of the City Council.

- Ms. Ellen Smyth, Chief Transit and Field Operations Officer and Environmental Services Director
- Ms. Astrid Bunner, Sun Metro Managing Assistant Director
- Ms. Karla Nieman, City Attorney

Mayor Leaser and Representatives Svarzbein, Annello, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga commented.

The following City staff members commented:

NO ACTION was taken on this item.

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

The following members of the public commented:

1. Marc Salazar
2. Alberto Rivas
3. Norma De La Rosa
4. Ron Comeau
5. Efrain Saucedo
6. Steven Strummer
7. Jason E. Jones
8. Michael Castro
9. Wally Cech

Motion made, seconded, and unanimously carried to **SUSPEND THE RULES OF ORDER** to allow Ms. Wally Cech to sign up to speak after the deadline.

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The Regular City Council meeting was **RECESSED** at 12:35 p.m. for lunch.

The Regular City Council meeting was **RECONVENED** at 1:10 p.m.

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

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried that the Ordinances on items 17 through 20, having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED** for public hearing.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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

17. An Ordinance amending the Future Land Use Map (FLUM) contained in “Plan El Paso” for the properties legally described as Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, 9879 North Loop Drive, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial and/or Railyards.

Subject Property: 9879 North Loop Drive

Applicant: Hunt Eastlake Industrial, LLC. PLCP21-00004

[POSTPONED FROM 05-10-2022]
.....

18. An Ordinance changing the zoning of Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, 9879 North Loop Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4/c (Commercial/condition) 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: 9879 North Loop Drive
Applicant: Hunt Eastlake Industrial, LLC, PZRZ21-00017
[POSTPONED FROM 05-10-2022]

19. An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tract 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-4, Suburban (Walkable).

Subject Property: North of Inglewood Drive and West of North Loop Drive
Applicant: BRE Development, LLC. PLCP21-00005
[POSTPONED FROM 05-10-2022]

20. An Ordinance changing the zoning of Tracts 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to A-O/c (Apartment/Office/condition), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Inglewood Drive and West of North Loop Drive
Applicant: BRE Development, LLC. PZRZ21-00035
[POSTPONED FROM 05-10-2022]

21. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the introduction of an Ordinance changing the zoning of a portion of Lot 1, Block 4, Riverside International Industrial Center, 9751 Pan American Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) 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: 9751 Pan American Drive
Applicant: El Paso Water, PZRZ22-00004

PUBLIC HEARING WILL BE HELD ON JUNE 22, 2022 FOR ITEMS 17 THROUGH 21

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

22. Motion made by Representative Rivera, seconded by Representative Lizarraga, and unanimously carried to **AWARD** Solicitation No. 2022-0238 Security Guard Services to Night Eyes Protective Services, Inc., for an initial term of three (3) years for an estimated amount of \$349,500.00. The award also includes a two (2) year option for an estimated amount of \$233,000.00. The total value of the contract is, including the initial term plus the option for a total five (5) years, for an estimated amount of \$582,500.00. This contract will provide security guard services for the El Paso Fire Department facilities.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$53,820.00 for the initial term, which represents a 18.20% increase due to increase in hourly rates.

| | |
|-------------------------------|---|
| Department: | Fire |
| Award to: | Night Eyes Protective Services, Inc. El Paso, TX |
| Item(s): | All |
| Initial Term: | 3 Years |
| Option to Extend: | 2 Years |
| Annual Estimated Award: | \$116,500.00 |
| Initial Term Estimated Award: | \$349,500.00 (3 Years) |
| Total Estimated Award: | \$582,500.00 (5 Years) |
| Account No: | 322 - 22090 - 522120 - 1000 - P2216 |
| Funding Source: | General Funds |
| District(s): | All |

This is a Best Value, service contract.

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Night Eyes Protective Services, Inc., 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.

Representative Annello commented.

The following City staff members commented:

- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Interim Director
- Ms. Jennifer McCloud, Procurement Analyst

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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

23. Motion made by Representative Annello, seconded by Representative Lizarraga, and unanimously carried to **AWARD** Solicitation 2022-0401 South Central Streets Phase V to Jordan Foster Construction, LLC for an estimated total amount of \$4,787,802.35. This

contract will allow for the reconstruction of Edna Street from Alicia to Huerta and Cortez from Delta to Flower.

Department: Capital Improvement
Award to: Jordan Foster Construction, LLC
El Paso, TX
Item(s): Base Bid I, Base Bid II, Base Bid III, Base Bid IV, Base V,
and Base Bid VI
Initial Term: 450 Consecutive Calendar Days
Base Bid I: \$1,694,951.00
Base Bid II: \$194,473.00
Base Bid III: \$56,444.00
Base Bid IV: \$1,841,876.35
Base Bid V: \$362,495.00
Base Bid VI: \$637,563.00
Total Estimated Award: \$4,787,802.35
Funding Source: 2013 Street Infrastructure
Accounts: 190-4740-580270-28900-PCP13ST003Y3A
190-4740-580270-28900-PCP13ST003Y3F
District(s): 8

This is a Competitive Sealed Proposal, unit price contract. The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC the highest ranked offeror.

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

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

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

Representatives Annello and Lizarraga commented.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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

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

24. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the public hearing of an Ordinance granting a Franchise for Elite Medical Air Transport, LLC d/b/a Emergent Air, to operate a non-emergency ambulance transfer service.

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

25. **ORDINANCE 019334**

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF BEING ALL OF TRACT 1D, U.S. GOVERNMENT PARCEL #6, AND A PORTION OF TRACT 14-A, AND TRACT 15-B, BLOCK 27, YSLETA GRANT, 175 MIDWAY DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND C-4 (COMMERCIAL) 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.

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

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

NAYS: Representative Anello

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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

.....
26. **ITEMS 26 AND 27 WERE TAKEN TOGETHER**

ORDINANCE 019335

The City Clerk read an Ordinance entitled: **AN ORDINANCE TO AMEND TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS) CHAPTER 5.02 (ALCOHOLIC BEVERAGES), SECTION 5.02.090 (CITY PROTEST OF PERMIT/LICENSE), SECTION 5.02.100 (CITY LIQUOR LICENSE/PERMIT - FEE) AND SECTION 5.02.140 (LIQUOR LICENSE/PERMIT - TERM); THE PENALTY AS PROVIDED IN 5.02.170 (VIOLATIONS AND PENALTIES) OF THE EL PASO CITY CODE.**

Ms. Brenda Cantu, Business and Customer Service Assistant Manager for Planning and Inspections, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

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

NAYS: None

ABSTAIN: Representative Salcido

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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

.....
REGULAR AGENDA – OTHER BUSINESS:
.....

Goal 3: Create an Environment Conducive to Strong, Sustainable Economic Development
.....

**27. RESOLUTION AMENDING SCHEDULE C FOR THE CITY OF EL PASO
FY 2022 BUDGET RESOLUTION**

WHEREAS, the City Council adopted the Budget Resolution for FY 2022 on August 24, 2021 (the “Budget Resolution”); and,

WHEREAS, paragraph 50 of the Budget Resolution provides that any revisions or additions to the fees set forth in Schedule C, attached to the Budget Resolution, may be approved by simple resolution of the City Council; and

WHEREAS, the 86th Texas Legislature recently enacted legislation requiring the City to update Chapter 5.02 (Alcoholic Beverages) of the El Paso City Code;

WHEREAS, the City Council desires to amend Schedule C of the Budget Resolution to establish new fees authorized under the newly amended section of Title 5 (Business License and Permit Regulations).

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

That Schedule C, attached to the Budget Resolution, shall be amended to delete lines No. 806 through 848, and replace as shown in Exhibit A** attached to this resolution, effective immediately.

Except as herein modified, the Budget Resolution, Schedule C of the Budget Resolution, and all Budget Resolution schedules remain in full force and effect.

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

Ms. Brenda Cantu, Business and Customer Service Assistant Manager for Planning and Inspections, presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

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

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

NAYS: None

ABSTAIN: Representative Salcido

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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

- 28.** Presentation and discussion by Project Arriba on their combined mid-year and annual report on the status of activities during the fiscal year, use of grant funds and progress in the

performance measures required under the Chapter 380 Economic Development Program Agreement executed on October 2, 2018 between the City of El Paso and Project Arriba.

*Motion made, seconded, and unanimously carried to **MOVE THE ITEM** to the **FOREFRONT** of the Regular agenda.

Ms. Jessica Cordova, Economic Development Contract Compliance Coordinator, introduced the item.

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

Representative Hernandez commented

NO FURTHER ACTION was taken on this item.

.....

29. **RESOLUTION NOMINATING EL PASO HEALTHCARE SYSTEM, LTD.
AS A TEXAS STATE ENTERPRISE ZONE PROJECT**

WHEREAS, the City Council of the City of El Paso ("City") has previously passed Ordinance No. 017116 on May 26, 2009, electing to participate in the Texas Enterprise Zone Program; and

WHEREAS, the local incentives offered under this Resolution are the same on this date as were outlined in Ordinance No. 017116; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code ("Act"), El Paso Healthcare System, Ltd., a Texas Domestic Limited Partnership, has applied to the City for designation as an enterprise zone project; and

WHEREAS, the Office of the Governor Economic Development and Tourism ("EDC") through the Economic Development Bank ("Bank") will consider El Paso Healthcare System, Ltd. as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the city and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, the City finds that El Paso Healthcare System, Ltd. meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. El Paso Healthcare System, Ltd. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located inside an enterprise zone and at least twenty-five percent (25%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and

2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of El Paso Healthcare System, Ltd. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that El Paso Healthcare System, Ltd. meets the criteria for tax relief and other incentives adopted by the City and nominates El Paso Healthcare System, Ltd. for enterprise project status on the grounds that it will be located at the qualified business her level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate El Paso Healthcare System, Ltd. as an enterprise project pursuant to the Act.

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

1. That El Paso Healthcare System, Ltd. is a "qualified business" as defined in Section 2303.402 of the Act, and El Paso Healthcare System, Ltd. meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act;
2. That the enterprise zone project shall take effect on the date of designation of the enterprise project by the agency and terminate five years after date of designation; and
3. That the City Manager or his designee be authorized to sign any and all documents required by EDC to complete the nomination process.

Mr. Kelly Kotlik, Economic and International Development Business Services Coordinator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Rivera commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Svarzbein and Rodriguez

30.

R E S O L U T I O N

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

Discussion and action on a resolution that the City Manager be authorized to sign a Collaboration Agreement by and between the City of El Paso and LiftFund, together the "Anchor Organizations" and the Aspen Institute Latinos and Society ("AILAS") seek to empower Latino communities and promote long-term economic growth and resiliency.

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

AYES: Representatives Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga
NAYS: None
NOT PRESENT FOR THE VOTE: Representatives Svarzbein and Rodriguez

.....
31. ITEMS 31 AND 32 WERE TAKEN TOGETHER

R E S O L U T I O N

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the **CITY OF EL PASO, TEXAS** and **1 TEXAS TOWER, LLC** and **HOTEL DULCINEA, LLC** to support and facilitate the development of a hotel, which includes the redevelopment, rehabilitation and improvement of the downtown building commonly known as the Texas Tower, located at **109 North Oregon Street, El Paso, Texas 79901**. The Agreement requires the Applicant to make a minimum investment of \$18 million. Over the term of the Agreement, the City will provide local performance-based economic incentives not to exceed \$2,186,000; additionally, the City will apply to participate in the State Convention Center Hotel Program established by Chapter 351 of the Texas Tax Code.

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

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

That the City Manager be authorized to sign a long-term lease by and between the CITY OF EL PASO ("Lessor") and 1 TEXAS TOWER, LLC ("Lessee") to support and facilitate the development of a hotel, which includes the redevelopment, rehabilitation and improvement of the downtown building commonly known as the Texas Tower, located at 109 North Oregon Street, El Paso, Texas 79901.

1ST MOTION

*Motion made, seconded, and unanimously carried to **TAKE** items 31 and 32 together at 10:30 a.m.

2ND AND FINAL MOTION

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

.....
The Regular City Council meeting was **RECESSED** at 10:44 a.m. in order conduct a press conference.

The Regular City Council meeting was **RECONVENED** at 11:14 a.m.

.....
33. *Motion made, seconded, and unanimously carried to **DELETE** a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement

("Agreement") by and between City Of El Paso ("City") and Parradame Family Partnership LP ("Applicant") in support of the rehabilitation of a 100-year-old mixed-use building located in Downtown El Paso. The Agreement requires the Applicant to make a minimum investment of \$481,000. Over the term of the Agreement the City will provide performance-based incentives in an aggregate amount not to exceed \$47,665.

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

34.

R E S O L U T I O N

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

That the City Council approves a change order in the amount of \$168,964.54 to Lesna Construction Inc. for the installation of 178 concrete collars at connecting points to manholes and inlets to the project under Contract No. 2021-0026 Central Business District Phase IV project. This notice provides for the additional scope of work, which allows for additional capacity to the awarded contract. An additional forty-five (45) working days will be allowed for the completion of the work. The new contract sum, including this change order notice and previous change order notices, is \$12,934,067.07. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this resolution.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

Goal 8: Nurture and Promote a Healthy, Sustainable Community

- 35. ITEM:** Presentation and introduction to the 48th Year (2022-2023) Annual Action Plan for the following Federal Department of Housing and Urban Development (HUD) Entitlement Grants: Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs. Following this introduction, a 30-day public comment period will commence, after which the Final Annual Action Plan will be presented to Council for approval.

Ms. Nicole Ferrini, Community and Human Development Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representative Annello commented.

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **APPROVE** the introduction of the 48th Year (2022-2023) Annual Action Plan.

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

NAYS: None
NOT PRESENT FOR THE VOTE: Representative Rodriguez

EXECUTIVE SESSION

Motion made by Representative Molinar, seconded by Representative Svarzbein, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 3:15 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Rodriguez

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried to **ADJOURN** the Executive Session at 5:07 p.m. and **RECONVENE** the meeting of the City Council.

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rivera, and Lizarraga
NAYS: None
NOT PRESENT FOR THE VOTE: Representatives Annello and Rodriguez

EX1. Connie Patterson-Jimenez v. City of El Paso Matter No. 21-1039-1930 (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera and unanimously carried that the City Attorney be **AUTHORIZED** to attend mediation and negotiate a settlement agreement for the case entitled Patterson-Jimenez, Connie vs. The City of El Paso; Cause No. 2020DCV3389.

In addition, the City Attorney is authorized to sign all necessary documents to effectuate any such settlement under Matter No. 21-1039-1930.

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rivera, and Lizarraga
NAYS: None
NOT PRESENT FOR THE VOTE: Representatives Annello and Rodriguez

EX2. Texas Gas Service - Request to Approve Continued Use of Financial Instruments for Hedging Gas Costs for the 2022-2023 Heating Season. Matter No. 22-1008-192 (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Lizarraga and unanimously carried that the City Council of the City of El Paso **APPROVES** the request of Texas Gas Service Company, a division of ONE Gas, Inc., for Written Approval for Continued Use of Financial Instruments for Hedging Gas Costs for the 2022-2023 Heating Season.

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rivera, and Lizarraga
NAYS: None
NOT PRESENT FOR THE VOTE: Representatives Annello and Rodriguez

.....
EX3. Application of El Paso Electric Company to Revise Its Energy Efficiency Cost Recovery Factor (EECRF) and Establish Revised Cost Caps, Public Utility Commission of Texas Docket No. 53551. Matter No. 22-1008-193 (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera and unanimously carried that the City Attorney is **AUTHORIZED** to retain Norman Gordon as outside counsel and any other necessary consultants, in consultation with the City Manager, to file an intervention in the Application to Revise its Energy Efficiency Cost Recovery Factor filed by El Paso Electric on May 2, 2022, under Public Utility Commission of Texas Docket No. 53551 and SOAH Docket No. 473-22-2610.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello and Rodriguez

.....
EX4. Application of El Paso Electric Company to Change Rates to Open Access Energy Regulatory Commission (FERC); Docket No. ER22-282-000. Matter No. 21-1008-183 (551.071)

NO ACTION was taken on this item.

.....
EX5. Application of El Paso Electric Company to Change Rates, Public Utility Commission of Texas Docket No. 52195. Matter No. 21-1008-174 (551.071)

Mr. Donald Davie, Senior Assistant City Attorney, presented a PowerPoint presentation and Ms. Karla Nieman, City Attorney, provided legal advice.

Mayor Leeser and Representatives Svarzbein and Hernandez commented.

Mr. James Schichtl, El Paso Electric Vice President of Regulatory and Government Affairs, commented.

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and carried that the City Attorney and City Manager be **AUTHORIZED** settlement authority, to sign all settlement documents to resolve all issues in Texas Public Utility Commission Docket No. 52195, Application of El Paso Electric for Rate Change.

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

NAYS: Representative Svarzbein

NOT PRESENT FOR THE VOTE: Representatives Annello and Rodriguez

.....
EX6. Purchase, lease, exchange of real property located near East El Paso, Texas. Matter No. 22-1004-1384 (551.072)

*Motion made, seconded, and unanimously carried to **DELETE** this item.

.....
EX7. Purchase, lease, exchange of real property held by El Paso Water Utilities-PSB. Matter No. 22-1009-1145 (551.072)

NO ACTION was taken on this item.

.....
EX8. Quarterly Litigation Report. Matter No. 19-1021-1210 (551.071)

NO ACTION was taken on this item.

.....
ADJOURN

.....
Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 5:48p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello and Rodriguez

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-706, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

Excuse Representative Claudia Rodriguez from the June 7, 2022 Regular City Council Meeting.



Legislation Text

File #: 22-597, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

Economic and International Development, Jessica Cordova, (915) 212-1626

Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

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

A Resolution that the City Manager be authorized to sign the 1st Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") between the CITY OF EL PASO and FLYZONE, LLC, to decrease the maximum, aggregated Grant payments due to the Applicant over the Term of the Agreement by 5 percent (from \$162,863 to \$154,720) as consideration for an approximate 5 percent reduction in the Minimum Investment required to be incurred by the Applicant (from \$12,414,000 to \$11,763,573).

[POSTPONED FROM 05-24-2022]

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

AGENDA DATE: May 24, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Jessica Cordova, 915-212-1626

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

A Resolution that the City Manager be authorized to sign the 1st Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") between the **CITY OF EL PASO** and **FLYZONE, LLC**, to decrease the maximum, aggregated Grant payments due to the Applicant over the Term of the Agreement by 5 percent (from \$162,863 to \$154,720) as consideration for an approximate 5 percent reduction in the Minimum Investment required to be incurred by the Applicant (from \$12,414,000 to \$11,763,573).

BACKGROUND / DISCUSSION:

On June 12, 2018, FLYZONE, LLC ("Applicant") entered into a Chapter 380 Agreement with the City for the construction of iFLY, an indoor skydiving facility located in West El Paso. The project was completed in April 2019 and is currently operational. The Applicant's investment in the construction of the project totaled \$11,763,573, approximately 5 percent below the Applicant's contractual obligation of \$12,414,000. To bring FLYZONE, LLC into compliance with its Agreement, staff is recommending approval of this first amendment which allows for an approximate 5 percent reduction in minimum investment. As consideration for the reduction, the maximum, total Grant payment due to the Applicant over the term of the Agreement will be reduced by a proportionate five percent, to be withheld from the Retail Sales and Use Tax Rebate.

PRIOR COUNCIL ACTION:

On June 12, 2018, the City and FLYZONE, LLC entered into a Chapter 380 Economic Development Program Agreement. The original agreement requires a contractual investment amount of \$12,414,000. City of El Paso is to incentivize the project with a Retail Sales Tax Rebate not to exceed \$110,863.00, a Construction Materials Sales Tax Rebate not to exceed \$42,000, and a Building and Planning Fee Rebate not to exceed \$10,000. For a total incentive of \$162,863.

AMOUNT AND SOURCE OF FUNDING:

General Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the City Manager be authorized to sign the 1st Amendment to the Chapter 380 Economic Development Program Agreement (“Agreement”) between the CITY OF EL PASO and FLYZONE, LLC, to decrease the maximum, aggregated Grant payments due to the Applicant over the Term of the Agreement by 5 percent (from \$162,863 to \$154,720) as consideration for an approximate 5 percent reduction in the Minimum Investment required to be incurred by the Applicant (from \$12,414,000 to \$11,763,573).

APPROVED this _____ day of _____, 20____.

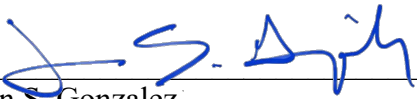
CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic and International Development

STATE OF TEXAS § FIRST AMENDMENT TO
§ CHAPTER 380 ECONOMIC DEVELOPMENT
COUNTY OF EL PASO § PROGRAM AGREEMENT

The First Amendment to the Chapter 380 Economic Development Program Agreement (“First Amendment”) is made this ____ day of _____, 2022, by and between the **CITY OF EL PASO** (the “City”), a Texas home rule municipal corporation, and **FLYZONE, LLC**, (the “Applicant”), an indoor skydiving entertainment facility.

WHEREAS, on June 12, 2018, the City and Applicant entered into a Chapter 380 Economic Development Program Agreement (the “Agreement”) a copy of which is attached and labeled as Exhibit “A”, for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso; and

WHEREAS, the City and Applicant now desire to amend the Agreement to decrease rebate incentive by five percent (5%) in correlation by a five percent (5%) investment reduction.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. The following provisions of SECTION 2. DEFINITIONS, of the Agreement are revised to read as follows:

The following words shall have the following meanings when used in this Agreement.

- G. **Grant** means each annual payment to Applicant under the terms of this Agreement computed as (i) Retail Sales Tax Rebate, (ii) Construction Materials Sales Tax Rebate and (iii) Building and Planning Fee Rebate. For the purposes of this Agreement, the maximum, aggregated amount of Grant payments shall not exceed \$154,720.00.
- J. **Minimum Investment** means those cost incurred by Applicant or third parties in the construction, or furnishing of the improvements for the Project, to include cash and in-kind contributions. For the purposes of this Agreement, the Minimum Investment amount shall be \$11,769,573.00.
- N. **Retail Sales and Use Tax Rebate.** The word "Retail Sales and Use Tax Rebate" means a rebate capped at 80% of the City's one percent (1%) Sales and Use Receipts generated by and attributable solely to Applicant sale of Taxable Items consummated at the Property located in the Development in the immediately prior calendar year and remitted from the State Comptroller to the City and payable from the City's general revenue

fund. The total, aggregate amount of payments over the Term of this Agreement to Applicant shall not exceed \$102,720.00

II. The following provisions of SECTION 4. OBLIGATIONS OF CITY, of the Agreement are revised to read as follows:

E. Under no circumstances shall the total aggregate of Grant payments exceed \$154,720.

Except as amended herein, the Agreement between the City and Applicant shall remain in full force and effect.

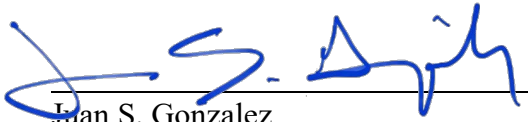
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the _____ day of _____, 20__.

CITY OF EL PASO:

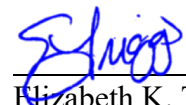
Tomás González
City Manager

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO FORM:



Elizabeth K. Triggs, Director
Economic and International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 20__, by **Tomás González** as **City Manager** of the **City of El Paso, Texas (CITY)**.

Notary Public, State of Texas
Name printed: _____

My Commission Expires:

FLYZONE LLC Amendment

Economic & International Development Department

Item 3: June 7, 2022

Request an approval of the 1st Amendment between the City of El Paso and Flyzone LLC, to decrease rebate incentive by 5 percent as consideration for a 5 percent reduction in investment.



Agreement Overview

- **Targeted Development** Smart Code + Infill
- **Agreement Term** June 2018 – June 2024 (6 years)
- **Payments:** Eligible for 3 annual payments
- **Grant Amount:** Up to **\$162,863** over life of agreement

Retail Sales & Tax Rebate

- 3-year 80% City's portion
- Up to \$110,863

Construction Materials Sales Tax Rebate

- One-time 100% City Portion
- Up to \$42,000

Building & Planning Fee Rebate

- One-Time
- Up to \$10,000

Amendment Proposal

- First Amendment
 - Investment deficit of 5%
- Consideration:
 - Respectively decrease rebate incentive by 5%
 - All other terms remain the same

| Original Agreement | 5% Deficit | Amendment Updates |
|--|---|--|
| <ul style="list-style-type: none">• \$12,414,000• \$162,863 | <ul style="list-style-type: none">• (\$650,427)• (\$8,143) | <ul style="list-style-type: none">• \$11,763,573• \$154,720 |

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-668, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 2, 7

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE: June 7, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Chief Transit and Field Operations Officer (915) 212-6000

DISTRICT(S) AFFECTED: 2, 7

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

SUBGOAL:

SUBJECT:

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

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

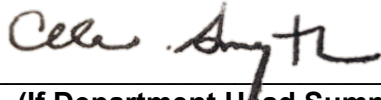
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

ATTACHMENT A
SOLID WASTE LIENS

June 7, 2022

| Address | Owner of Record | Amount | District |
|---------------|-----------------|----------|----------|
| 5032 Alps | Drayton Johanna | \$281.76 | 2 |
| 8123 San Jose | Bucio Olga L M | \$309.90 | 7 |

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DRAYTON JOHANNA, 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:

5032 Alps, more particularly described as Lot 1528 (6273.27 Sq FT), Block 66, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0660-3300

to be \$281.76, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED EIGHTY ONE AND 76/100 DOLLARS (\$281.76) to be a lien on the above described property, said amount being due and payable within

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

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

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

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

CITY OF EL PASO:


Oscar Leoser
Mayor

ATTEST:

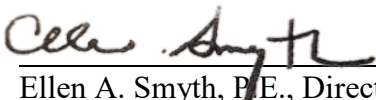
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Wendi Vineyard
Assistant City Attorney



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 _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

8123 San Jose Rd, more particularly described as Tr 6 (0.2481 Ac),
Block 13, Ysleta Subdivision, City of El Paso, El Paso County,
Texas, PID #Y805-999-0130-0601

to be \$309.90, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of March, 2018, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINE AND 90/100 DOLLARS (\$309.90) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

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


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

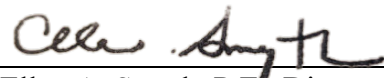
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
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 _____,
20____, by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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



Legislation Text

File #: 22-680, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Parks and Recreation, Ben Fyffe, (915) 212-1766

AGENDA LANGUAGE:

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

Approve a Resolution that the City Manager is hereby authorized to sign a temporary Alcohol Sales in Memorial Park Reserve for the 2022 Art in the Park Event. Further, that the City Manager and/or the Managing Director of Cultural Affairs and Recreation be authorized to sign any certification reports and amendments related to this agreement, including amendments that change the certification amount if needed.

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

AGENDA DATE: June 7, 2022 (for Consent Agenda)

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ben Fyffe, (915) 212-1766

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL:

Goal 3: Promote the Visual Image of El Paso

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

SUBJECT:

Approve a Resolution that the City Manager is hereby authorized to sign a temporary Alcohol Sales in Memorial Park Reserve for the 2022 Art in the Park Event. Further, that the City Manager and/or the Managing Director of Cultural Affairs and Recreation be authorized to sign any certification reports and amendments related to this agreement, including amendments that change the certification amount if needed.

BACKGROUND / DISCUSSION:

In efforts to improve annual Art in the Park event for participating artists and the public, a number of new initiatives are being implemented including wine sales at event.

PRIOR COUNCIL ACTION:

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

Council periodically considers alcohol service on municipal property

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

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

DEPARTMENT HEAD:



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

RESOLUTION

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

WHEREAS, Art in the Park event is hosting an event open to the public from 10:00 a.m. through 8:00 p.m. on Saturday, June 25, 2022 and Sunday, June 26, 2022 from 11:00 a.m. through 4:00 p.m. (hereinafter referred to as “Event”) and the Department has obtained a valid permit issued through the City’s Parks and Recreation Department under City Code Section 13.24.130(C) for the use of Memorial Park Reserve located on 1701 N. Copia El Paso Texas, 79930 during normal and extended park hours in conjunction with the Event; and

WHEREAS, the Department has submitted an application for a Special Privilege Permit pursuant to Title 15.08.120(D) of the El Paso Municipal Code, for the use and closure of Memorial Park Reserve located on 1701 N. Copia El Paso Texas, 79930 in conjunction with the Event; and

WHEREAS, the Department has indicated their intent to authorize Clasico Kitchen Bar, LLC (hereinafter referred to as “TABC Permittee”) to provide for the temporary sale and service of alcoholic beverages within the identified closed portions of City rights-of-way during the Event; and

WHEREAS, the Texas Alcoholic Beverage Commission (TABC) requires that the City Council for the City of El Paso approve, as a permissible activity, the sale and service of alcoholic beverages within City rights-of-way during the Event, prior to issuance of such permit; and

WHEREAS, the Department desires to request an extension of park hours under City Code Section 13.24.040(E) for the use of Memorial Park between the hours of 10:00 p.m. and 2:00 a.m. Saturday, June 25, 2022 in conjunction with the Event; and

WHEREAS, the Department assumes full responsibility for the planning, coordination, management and production of the Event, and for the TABC Permittee, including verification that the TABC Permittee has obtained a permit for the temporary sale and service of alcoholic beverages from the TABC prior to the Event.

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

That the City Manager is hereby authorized to sign a temporary Alcohol Sales in Memorial Park Reserve for the Art in the Park Event. Further, that the City Manager and/or the Managing Director of Cultural Affairs and Recreation be authorized to sign any certification reports and amendments related to this agreement, including amendments that change the certification amount if needed.

That the temporary sale and service of alcoholic beverages by Clasico Kitchen Bar, LLC, in the closed portions of City rights-of-way on Memorial Park Reserve located on 1701 N. Cobia El Paso Texas, 79930 from 10:00 a.m. through 8:00 p.m. on Saturday, June 25, 2022 and Sunday, June 26, 2022 from 11:00 a.m. through 4:00 p.m. is a permissible activity in conjunction with Art in the Park; and

That Clasico Kitchen Bar, LLC be authorized to use Memorial Park Reserve from 10:00 a.m. through 8:00 p.m. on Saturday, June 25, 2022 and Sunday, June 26, 2022 from 11:00 a.m. through 4:00 p.m. for the event, and Saturday, June 25, 2022 from 10:00 pm to 2:00 am for purposes of cleaning and restoring park to its original condition in accordance with City Code Section 13.24.040(E).

Approved this _____ day of _____ 2022.


THE CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla Muñoz
Assistant City Attorney

APPROVED AS TO CONTENT:



Ben Fyffe
Cultural Affairs & Recreation



Legislation Text

File #: 22-688, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2

Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766

AGENDA LANGUAGE:

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

Approve a Resolution to authorize the City Manager or a designee to amend the 2022 Public Art Plan and enter into contracts and amendments to contracts to carry out the amended 2022 Public Art Plan.

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

AGENDA DATE: June 7, 2022 (for Consent Agenda)

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ben Fyffe, (915) 212-1766

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL:

Goal 3: Promote the Visual Image of El Paso

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

SUBJECT:

Approve a resolution to authorize the City Manager or a designee to amend the 2022 Public Art and enter into contracts and amendments to contracts to carry out the amended 2022 Public Art Plan

BACKGROUND / DISCUSSION:

MCAD is requesting to add an additional project to the 2022 Public Art Plan to allow for a mural to be commissioned at the Acosta Sports Center to replace one that could not be retained when the Center's exterior walls underwent repair. Staff has been working with the Delta neighborhood association to bring art back to the East-facing exterior of building. Amendment to plan was unanimously approved by both the Public Art Committee and the Museums & Cultural Affairs Advisory Board.

PRIOR COUNCIL ACTION:

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

Council approved the 2022 Public Art Plan on February 15, 2022.

AMOUNT AND SOURCE OF FUNDING:

\$60,000 pulled from 2% allocations of 2012 QOL Bonds and Certificates of Obligation from 2018.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, under the provisions of the City Code Chapter 2.40 (Department of Museums and Cultural Affairs) Section 2.40.70 (Art in Municipal Places) and Section 2.40.80 (Administration of the Public Art Program and Establishment of the Public Art Committee) the City of El Paso provided for art in municipal places, established a means of funding acquisition or commissioning of art for municipal places and established that the Public Art committee and the Museums and Cultural Affairs Advisory Board shall submit an annual Public Art Plan to the City Council; and

WHEREAS, the 2022 Public Art Plan (the “Plan”) attached hereto as Exhibit “A” was approved by the Public Art Committee (“PAC”) and the Museums and Cultural Affairs Advisory Board (“MCAAB”) and adopted by City Council through a resolution on February 15, 2022; and

WHEREAS, the Department of Museums and Cultural Affairs would like to amend the Public Art Plan to add a mural to the Acosta Sports Center; and

WHEREAS, The MCAAB and the PAC have approved the amendment; and

WHEREAS, the City Council may accept or reject any portion of this Plan; and

WHEREAS, the City Council, having taken into consideration the recommendation of the PAC and MCAAB, determines that the amended Plan is reasonable and appropriately adopted and that said Plan serves the public purpose of enhancing the quality of life of the citizens of El Paso through the development of fine arts and cultural properties and by encouraging the integration of art in the architecture of municipal structures.

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

1. That the amended 2022 Public Art Plan, attached hereto, be and is hereby officially adopted.
2. That the amended 2022 Plan includes current art projects in progress initiated in 2021 and new projects to be initiated in Fiscal Year 2022 and on, and describes the planned location, proposed budget, timetable, and artist selection process for each project, and contains updates on public art projects in progress.
3. That adoption of the amended Plan is fully funded through 2010, 2011, 2012, 2013, 2017, 2018, and 2019 Certificates of Obligation; the 2012 Infrastructure and Quality of Life Bonds; and the 2019 Public Safety Bonds.
4. That the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Amended Plan as described in Exhibit “A”. If an artist identified in the amended Plan is unable or unwilling to finalize a contract with the City, then the City Manager is

authorized to execute a contract and contract amendments with a new artist as selected by the Museum and Cultural Affairs Department approved by the Public Art Committee.

APPROVED this the _____ day of _____, 2022.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Danielle Escontrias

Danielle Escontrias
Assistant City Attorney

APPROVED AS TO CONTENT:



Ben Fyffe, Managing Director
Cultural Affairs & Recreation

(Exhibit "A" on the following page)

| Exhibit "A" Public Art Plan 2022 | | | | | | | | | |
|----------------------------------|--|----------------------------|---------------------------|-----------------------|--------------------|------------------------|-------------------|----------|---|
| | | | | | | | | | |
| District | Project | Location | Selection Process | Artist | Appropriated Funds | Additional Allocations | Total Allocations | Timeline | Summary |
| Project Amendments/New Projects | | | | | | | | | |
| 5 | Eastside Sports Complex | 14380 Montwood Dr | Invitational Competition | TBD | \$400,000 | \$0 | \$400,000 | TBD | Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project. |
| 2 | Acosta Center* | 4321 Delta Dr | Direct Select | TBD | \$60,000 | \$0 | \$60,000 | TBD | Artist to be commissioned to work with staff and the community to design and install a mural public art project. |
| 8 | Paso Del Norte (PDN) Roundabout | EL Paso St & Sixth Ave | Invitational Competition | TBD | \$200,000 | \$0 | \$200,000 | TBD | Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project. |
| Public Art Projects in Progress | | | | | | | | | |
| 2 | Alabama Street Mural Replacement | Alabama St. @ Broadus Ave. | Invitational Competition | Jesus "Cimi" Alvarado | \$120,000 | \$0 | \$120,000 | Oct-22 | Local artist has been commissioned to work with the community to design and install a mural public art project. |
| 8 | Arts Festival Plaza Water Wall Improvements | 1 Arts Festival Plaza | Invitational Competition | TBD | \$400,000 | \$0 | \$400,000 | TBD | Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project. |
| 3 | August 3rd Memorial | 7500 W H Burgess Dr. | Direct Select | Albert "Tino" Ortega | \$250,000 | \$0 | \$250,000 | Jun-23 | Local artist has commissioned to work with the community to design, fabricate and install a public art project. |
| 8 | Children's Museum Umbrella Canopy | 201 W. Main St. | Invitational Competition | FUTUREFORMS | \$1,000,000 | \$0 | \$1,000,000 | Mar-23 | Artist is currently fabricating the art piece which will be integrated into the project. |
| 5 | Eastside Regional Park Phase 2 Roundabout | 13501 Jason Crandall Dr. | Open Competition | Joshua Wiener | \$95,000 | \$0 | \$95,000 | TBD | Artist is collaborating with design team on the integration of artwork that will be installed at project completion. |
| 5 | Eastside Regional Park Phase 2 Memorial | 13501 Jason Crandall Dr. | Direct Selection | TBD | \$150,000 | \$0 | \$150,000 | TBD | Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project. |
| 5 | Esperanza Moreno Library Renovation | 12480 Pebble Hills Blvd. | Invitational Competition | TBD | \$150,000 | \$0 | \$150,000 | TBD | Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project. |
| 1 | Fire Station 36 | 1960 N Resler Dr. | Pre-Qualified Artist Pool | Kenn McCall | \$200,000 | \$0 | \$200,000 | 2023 | Artist is currently fabricating the art piece which will be integrated into the project. |
| 5 | Fire station 38 | 14301 Pebble Hills Blvd. | Pre-Qualified Artist Pool | TBD | \$200,000 | \$0 | \$200,000 | TBD | Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project. |
| 8 | Galatzan Recreation Center | 650 Wallenberg Dr. | Open Competition | TBD | \$150,000 | \$0 | \$150,000 | TBD | Artist to be commissioned to work with public art staff and the community to design, fabricate and install a public art project. |
| 3 | Geronimo Drive Mural Replacement | Geronimo Dr. | Invitational Competition | Mitsumasa Overstreet | \$160,000 | \$0 | \$160,000 | Oct-22 | Local artist has been commissioned to work with the community to design install a mural public art project. |
| 3 | Hawkins Blvd. Improvements Viscount Boulevard Roadway Lighting and Median Landscape Sunglow/Lockheed Landscaping | TBD | Invitational Competition | TBD | \$550,000 | \$0 | \$550,000 | TBD | Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project. |
| 2 | Lower Beaumont Project | 5005 N Piedras St. | Invitational Competition | TBD | \$150,000 | \$0 | \$150,000 | TBD | Artist to be commissioned to work with design consultants and the community to design, fabricate and install a public art project. |
| 8 | Main Library Children's Area | 501 N. Oregon St. | Invitational Competition | Chris Winterstein | \$215,000 | \$0 | \$215,000 | Dec-22 | Local artist is currently designing the art piece which will be integrated into the project. |

| | | | | | | | | | |
|-------------------|--|---|---------------------------|-----------------------|--------------|-----|-------------|------------|--|
| 1,8 | Mesa St and I-10 Improvements | I10 @ Mesa St. | Open Competition | TBD | \$500,000 | \$0 | \$500,000 | TBD | Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project. |
| 3 | Montana and Mescalero Improvements | Montana Ave. @ Mescalero Dr. | Open Competition | TBD | \$300,000 | \$0 | \$300,000 | TBD | Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project. |
| 2,3,5,8 | Montana Rapid Transit System | Montana Corridor | Open Competition | George Bates | \$350,000 | \$0 | \$350,000 | Sep-22 | Artist is currently installing the art pieces which will be integrated into the project. |
| 7 | Pavo Real Recreation Center Improvements | 9301 Alameda Ave. | Invitational Competition | Rene Nevarez | \$150,000 | \$0 | \$150,000 | Aug-22 | Local artist is currently fabricating the art piece which will be integrated into the project. |
| 4 | Police & Fire Department Training Academy | Martin Luther King Jr. & Officer Andrew Barcena Dr. | Pre-Qualified Artist Pool | TBD | \$800,000 | \$0 | \$800,000 | TBD | Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project. |
| 5 | Police Department Eastside Regional Command | 14301 Pebble Hills Blvd. | Invitational Competition | Natalie Blake Studios | \$125,000 | \$0 | \$125,000 | 2023 | Artist is collaborating with design team on the integration of artwork that will be installed at project completion. |
| 5 | Police Department Eastside Regional Command | 14301 Pebble Hills Blvd. | Invitational Competition | MGA Sculpture | \$275,000 | \$0 | \$275,000 | 2023 | Artist is collaborating with design team on the integration of artwork that will be installed at project completion. |
| 4 | Police Department Headquarters | 9700 Gateway N Blvd. | Pre-Qualified Artist Pool | TBD | \$1,250,000 | \$0 | \$1,250,000 | TBD | Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project. |
| All | Public Art Master Plan | Citywide | RFQ | TBD | \$100,000 | \$0 | \$100,000 | 2024 | The Public Art Master Plan will be a 10 year plan that will include a vision for the program, strategies for accomplishing that vision, and implementation recommendations. |
| 4 | Railroad Reconstruction | Farah Dr. to Purple Heart Memorial Highway | Open Competition | Douwe Blumberg | \$200,000 | \$0 | \$200,000 | TBD 2025 | Artist is currently designing the art piece which will be integrated into the project. |
| All | Site work for new projects | Citywide | N/A | N/A | \$750,000 | \$0 | \$750,000 | Continuous | Allocation for sitework lighting, foundations, and landscaping for new projects as needed. |
| All | Site/visitor amenities | Citywide | N/A | N/A | \$400,000 | \$0 | \$400,000 | Continuous | Allocation for site amenities as needed. |
| 8 | <i>Sombras y Luz</i> Relocation | 510 N Santa Fe St. | Direct Select | Industrial Stainless | \$400,000 | \$0 | \$400,000 | Jun-22 | Local art professional is currently working with public art staff to reinstall the public art project. |
| 8 | Special Teams Consolidation (Fire Stations 1, 9, 11) | TBD | Pre-Qualified Artist Pool | TBD | \$450,000 | \$0 | \$450,000 | TBD | Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project. |
| All | Streetscape Projects | Citywide | Invitational Competition | TBD | \$250,000 | \$0 | \$250,000 | Continuous | Artist to be selected to design streetscape elements on eligible street projects as identified in Public Art Streetscape Aesthetics Plan and the CID Street Infrastructure project list. |
| Total allocations | | | | | \$10,750,000 | | | | |

*New project added to plan



Legislation Text

File #: 22-683, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Economic and International Development, Lindsey Adams, (915) 212-1622

Economic and International Development, Elizabeth Triggs, (915) 212-1619

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and FOCUSED ADVOCACY, LLC, a Texas limited liability company, for professional consulting services related to legislative services, in the amount of \$10,000 per month, for a term of twelve (12) months beginning July 1, 2022 and ending June 30, 2023, with two options to extend for one additional year at the same terms.

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

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Lindsey Adams, 915-212-1622
Elizabeth Triggs, 915-212-1619

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL:

SUBJECT:

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the **CITY OF EL PASO** and **FOCUSED ADVOCACY, LLC**, a Texas limited liability company, for professional consulting services related to legislative services, in the amount of \$10,000 per month, for a term of twelve (12) months beginning July 1, 2022 and ending June 30, 2023, with two options to extend for one additional year at the same terms.

BACKGROUND / DISCUSSION:

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

The Agreement contracts Focused Advocacy, LLC to represent the City's general interests before the Texas Legislature and perform other lobbyist functions, including but not limited to aiding in the development of the City's legislative agenda and the development and passage of City Council adopted legislative initiatives

PRIOR COUNCIL ACTION:

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

The parties had a prior Professional Services Agreement, approved by Council, for similar legislative services which will expire June 30, 2022.

AMOUNT AND SOURCE OF FUNDING:

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

Compensation for the term of this Agreement shall not exceed \$120,000.00 and will be paid in monthly installments of \$10,000.00 for twelve (12) months. Source: 480-2533-48020-522150.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Economic Development
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the **CITY OF EL PASO** and **FOCUSED ADVOCACY, LLC**, a Texas limited liability company, for professional consulting services related to legislative services, in the amount of \$10,000 per month, for a term of twelve (12) months beginning July 1, 2022 and ending June 30, 2023, with two options to extend for an additional year at the same terms.

APPROVED THIS _____ DAY OF _____ 20__.

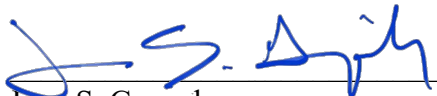
CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Sr. Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs
Director
Economic and International Development

STATE OF TEXAS §
 § **PROFESSIONAL SERVICES AGREEMENT**
COUNTY OF EL PASO §

This Professional Services Agreement (“**Agreement**”) is executed effective for all purposes as of the ____ day of _____, 20__ (“**Effective Date**”) by and between the **CITY OF EL PASO**, a Texas home-rule municipal corporation (“**City**”) and **FOCUSED ADVOCACY, LLC**, a Texas limited liability company (“**Contractor**”), a limited liability corporation authorized to do business in the State of Texas. Collectively, the City and the Contractor shall be referred to as the “**Parties**”.

RECITALS

WHEREAS, pursuant to Section 252.022(a)(4) of the Texas Local Government Code, a procurement for personal, professional or planning services are exempt from the competitive bid or proposal requirement; and

WHEREAS, the City desires to engage the Contractor to provide professional consulting services related to legislative services; and

WHEREAS, the Consulting Services to be provided pursuant to the Scope of Services are professional services requiring special knowledge, learning and skills; and

WHEREAS, the Contractor possesses the knowledge, learning and skills to perform these Consulting Services for the City and desires to perform these Consulting Services for the City.

AGREEMENT

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

ARTICLE I. Scope of Services

- 1.1 The Contractor will perform the Scope of Services as described in **Exhibit “A”** (the “Consulting Services”). The Contractor will provide all materials, employees, permits, licenses and all other items needed to complete the Services.
- 1.2 All aspects of the Contractor’s Consulting Services for the City shall be coordinated with the Mayor; the Office of the City Manager; the Office of the City Attorney; and respective departments. The Legislative Attorney shall be the point of contact for all services outlined

in the Scope of Services as described in Exhibit “A”, except for the work outlined in paragraphs 19 through 29 of Exhibit “A” relating to COVID-19 and economic stimulus funding opportunities. The City Manager, or his designee, shall act as the point of contact for the work outlined in paragraphs 19-20 of Exhibit “A”.

- 1.3 As and if applicable, all aspects of the Law Offices of Snapper L. Carr’s legal representation of the City shall be coordinated with the Office of the City Attorney. Mr. Carr’s Law Office has provided legal services on utility matters, separate and apart, from the Consulting Services provided by the Contractor. Future legal representation of the City by the Law Offices of Snapper L. Carr will continue to be handled by separate legal engagement as needed. The Contractor does not provide legal services and this agreement does not cover legal services and all decisions to engage additional legal services or representation rests solely with the City.

ARTICLE II. Consideration

- 2.1 Fees. Commencing on July 1, 2022, the fee for the above-described services shall be \$120,000.00 for twelve months, and shall be paid by the City to the Contractor in monthly installments of \$10,000.00. The Contractor agrees that at no time will the Contractor make a claim against the City for more than the rate provided under the terms of this Agreement.
- 2.2 Expenses. The City will not pay or reimburse Contractor for any customary expenses related to this Agreement.
- 2.3 Maximum Fees and Expenses. Under no circumstances shall the City be obligated under this Agreement to pay Contractor any amount in excess of a total of \$120,000.00 for the term covering July 1, 2022 through June 30, 2023.
- 2.4 Payment. The Contractor shall bill the City by the fifteenth (15th) day of each month for the previous month’s services with the first invoice being due August 15, 2022 for services provided during the month of July 2022 and the final invoice being due July 15, 2023 for services provided during the month of June 2023. The Contractor agrees that all invoices will include an itemized statement on Contractor letterhead for actual services rendered or expenses incurred under this Agreement. The City agrees to pay the Contractor in accordance with Section 2251 of the Texas Government Code.

All invoices shall reflect the City’s purchase order number and shall be submitted to:

City of El Paso
Attn: Director, Economic & International Development
P.O. Box 1890

ARTICLE III. Term and Termination

- 3.1 **Term.** The Contractor shall perform the Consulting Services for twelve (12) months, commencing at 12:00 a.m. on July 1, 2022 and ending at 11:59 p.m. on June 30, 2023. (“***Contract Period***”), unless sooner terminated in accordance with this Article. The City, by and through its City Manager, shall have two options to extend this Agreement for an additional one-year period upon mutual written agreement prior to the expiration of this Agreement.
- 3.2 **Termination.** Either party may terminate the Agreement at any time without cause, upon ninety (90) days written notice to the other party in accordance herewith. In the event the City terminates this Agreement, the City is responsible for and the Contractor shall be fully compensated by the City for any outstanding invoices.
- 3.3 **Termination by Mutual Consent.** The Parties may terminate the Agreement by mutual consent upon such terms as they may agree in writing.
- 3.4 **Non-Appropriation of Funds.** If funds are not appropriated by the City to cover payment obligation(s) under this Agreement, then the City may terminate this Agreement. If the City terminates this Agreement under this provision, then the City is not obligated to make any payments described in this Agreement.
- 3.5 **Termination Not A Release.** Termination by either party is not a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party is not relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE IV. Insurance and Indemnification

- 4.1 **INDEMNIFICATION. Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or**

employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause. This provision survives the term of the Agreement.

- 4.2 The Contractor will provide the City and maintain throughout the Term of this Agreement the insurance policies as described in this Section. Prior to performing any Services, Contractor will provide the City copies of all insurance policies along with all endorsements and certificates of insurance. The Contractor will provide the City all certificates evidencing renewal or replacement of said policies of insurance at least 15 days prior to the expiration or cancellation of any such policies.

A. Liability Insurance from a solvent company authorized to do business in the State of Texas. The liability insurance must provide coverage for the Contractor and its employees in the minimum amounts of \$1,000,000.00 per occurrence for bodily injury or wrongful death and One Million Dollars \$1,000,000 per occurrence for property damage. The Contractor will ensure that the liability insurance provides coverage for premises liability, operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad form property damage liability, and independent contractor liability. If the Contractor is performing services near any railroad or streetcar track, then the Contractor will provide liability insurance that provides railroad protective liability insurance in the amount of \$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence.

B. Workers Compensation. If required by law, the Contractor will obtain a third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

C. Auto Liability. Automobile Liability Insurance covering all owned, hired, and non-owned motor vehicles used by Contractor, its employees, contractors or agents, in connection with the work being performed under this Agreement with limits of liability not less than \$1,000,000.00 for each occurrence Combined Single Limit for Bodily Injury and Property Damage.

D. Professional Liability Insurance. Professional Liability Insurance for the benefit of the City to cover the errors and omissions of the Contractor, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

E. Form of Policies. The Contractor may provide the insurances required in this Section in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.

ARTICLE VI. General Administrative Provisions

- 6.1 **Governmental Function.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- 6.2 **Independent Contractor Relationship.** Nothing in this Agreement creates an employer-employee relationship between the parties. The City is not subject to any obligations or liabilities of the Contractor incurred in the performance of this Agreement.
- 6.3 **No Third Party Beneficiaries.** This Agreement is entered for the benefit of the City and the Contractor only. No third party has any rights to enforce any obligations or rights under this Agreement.
- 6.4 **Modification of Agreement.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in a writing of equal dignity hereto. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding arising between the Parties out of or affecting this Agreement, or the rights or obligations of the Parties under this Agreement, unless such waiver or modification is in writing of equal dignity hereto. The Parties further agree that the provisions of this Article cannot be waived.
- 6.5 **Place of Performance.** The Contractor shall perform the Consulting Services in Austin, Texas unless otherwise directed by the City Manager or designee. Any travel required outside of Austin, Texas must be approved in advance by the City Manager or designee.

- 6.6 **Ownership of Work Product.** It is understood by the Contractor that the materials produced and provided under this Agreement are the property of the City and shall be returned to them upon request.
- 6.7 **Auditing Records for the Specific Project.** The Contractor will make available to the City for inspection and copying all records which have a bearing on matters pertaining to the Scope of Services performed under this Agreement.
- 6.8 **Notices.** The parties will send all notices required or allowed under this Agreement, in writing and by certified mail or in person, to the addresses described in this Section. All notices are deemed received 3 calendar days following the postmark date on the notice.

CITY: City of El Paso
Attn: Tomás González, City Manager
P.O. Box 1890
El Paso, Texas 79901-1890

COPY TO: City of El Paso
Attn: City Attorney
P.O. Box 1890
El Paso, Texas 79901-1890

CONTRACTOR: Focused Advocacy, LLC
816 Congress Avenue, Suite 370
Austin, Texas 78701

- 6.9 **Venue.** For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.
- 6.10 **Governing Law.** This Agreement is governed by Texas law.
- 6.11 **Compliance with Laws.** Contractor will comply with all applicable federal and state statutes, ordinances, administrative orders, rules or regulations, in addition to any local laws or ordinances relating to its activities and performance under this contract and will procure all licenses and pay all fees or other charges as required, if applicable.

- 6.12 **Assignment.** This Agreement is binding on the City and the Contractor, and the Contractor's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- 6.13 **Waiver.** Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.
- 6.14 **Severability.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity does not affect the remaining provisions of this Agreement.
- 6.15 **Confidentiality.** The City will handle all release of information obtained under this Agreement as required under the Texas Public Information Act. The Contractor agrees to the release of this Agreement pursuant to a request made under the Texas Public Information Act. This clause survives the completion or termination of this Agreement.
- 6.16 **Captions.** The captions of this Agreement are for information purposes only, and in no way affect the substantive terms or conditions of this Agreement.
- 6.17 **Authority to Contract.** The person signing this document on behalf of the Contractor warrants that he or she has been duly authorized to sign this Agreement on behalf of the Contractor and to bind the organization, its officers, agents and employees.
- 6.16 **Entire Agreement.** This Agreement constitutes the entire agreement by the parties.

(Signatures Begin on the Following Page)

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day
of _____, 20__.

CITY OF EL PASO:

Tomás González, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

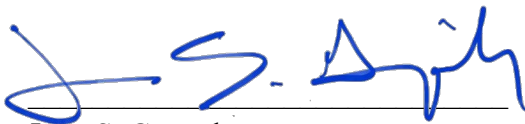
This instrument was acknowledged before me on the ____ day of _____,
20__, by Tomás González, City Manager, City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Elizabeth Triggs
Director
Economic & International Development

(Signatures Continue on Following Page)

CONTRACTOR:

**FOCUSED ADVOCACY, LLC a Texas
limited liability company**

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20____, by _____, _____ (Title), for **Focused Advocacy, LLC, a Texas
limited liability company.**

Notary Public, State of Texas

My Commission Expires:

EXHIBIT A

Scope of Services

The Contractor will:

1. Represent the City's general interests before the Texas legislature as directed by the Mayor or City Manager or their designee;
2. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency bearings and developments at the Texas Water Development Board; the Texas Commission on Environmental Quality; the Texas Land Office; the Comptroller of Public Accounts; the Public Utility Commission; the Texas Department of Transportation; and the Department of Housing and Community Affairs;
3. As directed, engage with state agency staff and personnel to protect or advance the City's interests during administrative rule-making proceedings;
4. Assist in the development of the City's legislative agenda;
5. Develop and execute a plan of action to lobby the state legislature and work with elected officials and state agencies on the passage of legislation identified by the City as priority legislative initiatives.
6. Assist with the development of legislative initiatives as adopted by the City Council;
7. Provide general guidance and consultation to the City regarding the City's legislative and regulatory goals;
8. Develop strategies and generally work to gain support to advance the City's legislative and regulatory goals including but not limited to advancing the City's applications for qualified hotel projects and funding for an intelligent transportation system;
9. Work to defeat legislation the City deems detrimental;
10. Provide the City's Legislative Attorney and/or the Legislative Liaison with timely updates, at least on a weekly basis, regarding the status of the priority legislative initiatives, pending legislation and rule makings;
11. Provide the City with an electronic tracking system which monitors the progress of legislation that could affect the City;
12. Advise and inform the City of upcoming legislative committee hearings both during the legislative session and during the interim;
13. Assist with the preparation and drafting of legislation and amendments;

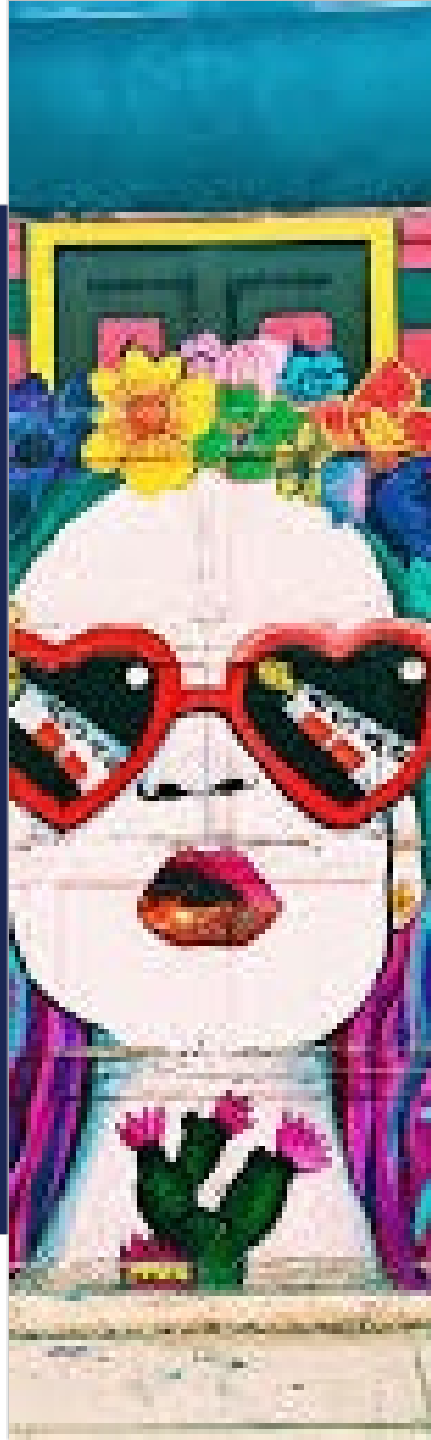
14. Assist with the preparation and drafting of letters, speeches and other advocacy materials;
15. Assist with the preparation of City officials who testify before legislative bodies;
16. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings;
17. Come to El Paso periodically at the request of the Mayor or City Manager to meet with City Council members, the City Manager, and City staff on state issues and concerns; and
18. Schedule meetings for appropriate City personnel with the state elected officials and agency representatives, as requested by the Mayor or designee.
19. Monitor, report, and advise City of Federal initiatives related to COVID-19, infrastructure and economic stimulus funding opportunities, including but not limited, to assistance with seeking direct allocations of future State and Federal allocations. Contractor will work as a liaison between the State and Federal levels of government to help ensure the City maximizes all funding opportunities.
20. In fulfilling its responsibilities under this Agreement, Contractor shall act in the name of the City of El Paso, Texas and, unless directed otherwise, the City Legislative Attorney shall act as the point of contact for the City for all work outlined above except for the work outlined in paragraph 18 relating to COVID-19 and economic stimulus funding opportunities. The City Manager, or his designee, shall act as the point of contact for the work outline in paragraph 18. Brandon Aghamalian and Snapper Carr shall act as the point of contact for Contractor. Contractor will take its direction and work orders from the City Legislative Attorney or the City Manager, as applicable.



ITEM 7 - Focused Advocacy LLC Professional Services Agreement

June 7, 2022





PSA Purpose

- To provide professional consulting services related to legislative activities in the Texas Legislature
- Develop strategies, guidance and consultation in the city's legislative goals including advancing City priorities and initiatives

Key Deliverables:

- Represent the City's general interest before the Texas legislature.
- Assist in the development of the City's Legislative Agenda
- Provide general guidance and consultation to the City's legislative and regulatory goals



PSA Terms

- 1 year term with administrative option to extend for two additional years
- Initial term
 - July 1, 2022 – June 30, 2023
- \$10,000 per month





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



Legislation Text

File #: 22-685, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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.

That the City Manager be authorized to sign a First Amendment to the On-Call Agreement for Professional Services (Appraisal Services) between the City of El Paso and CBRE, Inc., (the "Agreement") amending the term of the Agreement from two years to three years; increasing the maximum contract amount for the term from \$100,000.00 to \$300,000.00; and providing for two one-year options to extend the Agreement with each option increasing the contract amount by an additional \$100,000.00, for a total contract amount, including options, not to exceed \$500,000.00.

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

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, Chief Operations Officer
(915) 212-1845

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 6: Set the standard sound governance and Fiscal Management

SUBGOAL: 6.5 Deliver services timely and effectively with focus on continual improvement

SUBJECT:

That the City Manager be authorized to sign a First Amendment to the On-Call Agreement for Professional Services (Appraisal Services) between the City of El Paso and CBRE, Inc., (the "Agreement") amending the term of the Agreement from two years to three years; increasing the maximum contract amount for the term from \$100,000.00 to \$300,000.00; and providing for two one-year options to extend the Agreement with each option increasing the contract amount by an additional \$100,000.00, for a total contract amount, including options, not to exceed \$500,000.00.

BACKGROUND / DISCUSSION:

For the purchase and sale of property, the City relies On-call Professional Services, task order contracts for appraisal services. There are a number of pending transactions that require appraisal services; the cost of which exceeds the not-to exceed cost of the Agreement necessitating an amendment to an existing contract.

SELECTION SUMMARY: N/A

CONTRACT VARIANCE: N/A

PROTEST: N/A

PRIOR COUNCIL ACTION:

On November 9, 2021, the City and Appraiser entered into an On-Call Agreement for Professional Services for Appraisal Services (the "Agreement") for the City to engage the Appraiser to perform appraisal service on a task order basis.

AMOUNT AND SOURCE OF FUNDING:

Task orders funded by capital projects, Operations budgets of Departments requesting appraisals, or the General Fund.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: NA

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

DEPARTMENT HEAD:

Assistant Director Capital Improvement

Jerry DeMuro/for

Sam Rodriguez, Chief Operations Officer

RESOLUTION

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

THAT the City Manager be authorized to sign a First Amendment to the On-Call Agreement for Professional Services (Appraisal Services) between the City of El Paso and CBRE, Inc., (the "Agreement") amending the term of the Agreement from two years to three years; increasing the maximum contract amount for the term from \$100,000.00 to \$300,000.00; and providing for two one-year options to extend the Agreement with each option increasing the contract amount by an additional \$100,000.00, for a total contract amount, including options, not to exceed \$500,000.00.

APPROVED this _____ day of _____ 2022.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Sam Rodriguez, City Engineer
Capital Improvement Department

THE STATE OF TEXAS) FIRST AMENDMENT
)
COUNTY OF EL PASO) ON-CALL AGREEMENT FOR
)
PROFESSIONAL SERVICE (APPRAISAL SERVICES)

This First Amendment to that certain Agreement for Professional Services (Appraisal Services) is made this ____ day of _____, 2022, by and between the City of El Paso, hereinafter referred to as the “**City**”, and CBRE, Inc., (the “**Appraiser**”).

WHEREAS, on November 9, 2021, the City and Appraiser entered into an On-Call Agreement for Professional Services for Appraisal Services (the “**Agreement**”) for the City to engage the Appraiser to perform appraisal service on a task order basis;

WHEREAS, the parties hereto desire to amend the term of the Agreement from two years to three years, to increase the contract amount from \$100,000.00 to \$300,000.00 over the three-year term, and to provide for two one-year options to extend the On-Call Agreement for an additional \$100,000.00 per option period.

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. Section 1 is amended to read in its entirety as follows:

Section 1. Term.

A. The term of this Agreement is for a period of three years from the Effective Date. The services called for by each task order begin upon issuance of a notice to proceed from the City Engineer and shall continue through the completion of the project as described in the task order.

B. The Appraiser agrees that the City Manager, or designee, may extend the term of this Agreement by exercising up to two option periods of one year each.

2. Section 3 is amended to read in its entirety as follows:

Section 3. Payment.

A. The City will pay the Appraiser an amount not to exceed \$300,000.00 over the three-year term of the Agreement. No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement. The Appraiser will invoice the City following the completion of each task order in accordance with the fee schedule attached to this Agreement as **Attachment “A”**. If the City exercises an option period as described in Section 1 of this Agreement, then the maximum payment amount under this Agreement will be increased by \$100,000.00 for

each one-year option period, for a total amount, including all option periods, not to exceed \$500,000.00.

B. The parties agree that the exercise of an option period only increases the maximum contract amount and does not constitute a request for services by the City unless accompanied by a task order. The Appraiser will abide by the fees listed in Attachment "A" during any option periods exercised by the City.

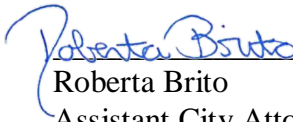
3. **Terms and Conditions.** All terms and conditions of the Agreement, except as herein revised, shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Appraiser have approved of this First Amendment to be effective as of the date first written above.

CITY OF EL PASO

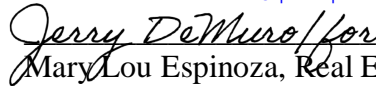
Tomas Gonzalez, City Manager

APPROVED AS TO CONTENT:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Mary Lou Espinoza, Real Estate
Capital Improvement Department

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Tomás González, City Manager, City of El Paso.

Notary Public in and for the State of Texas
My Commission expires: _____

[Signatures continue on following page.]

APPRAISER:
CBRE, Inc.

Name:
Title:

STATE OF TEXAS)

COUNTY OF EL PASO)

 This instrument was acknowledged before me on the ____ day of _____, 2022, by
_____, _____ on behalf of CBRE Inc..

Notary Public in and for the State of Texas
My Commission expires: _____



Legislation Text

File #: 22-667, 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, Randy Garcia, (915) 212-7005

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager to sign a Traffic Signal Agreement between the City of El Paso and Franklin Property Pros. whereby the City agrees to maintain the traffic signal improvements installed by Franklin Property Pros., located at the intersection of State Highway 659 (N. Zaragoza Rd) and Henry Brennan Dr.

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

AGENDA DATE: June 7, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Randy Garcia, 915-212-7005

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:

Authorize the City Manager to sign a Traffic Signal Agreement between the City of El Paso and Franklin Property Pros. whereby the City agrees to maintain the traffic signal improvements installed by Franklin Property Pros., located at the intersection of State Highway 659 (N. Zaragoza Rd) and Henry Brennan Dr.

BACKGROUND / DISCUSSION:

Franklin Property Pros. is developing Palo Verde Business Center to the west of N. Zaragoza Rd. at Henry Brennan Dr. The design and construction of the additional components to the traffic signal at this location will allow for the safe flow of vehicle and pedestrian traffic.

PRIOR COUNCIL ACTION:

- None

AMOUNT AND SOURCE OF FUNDING:

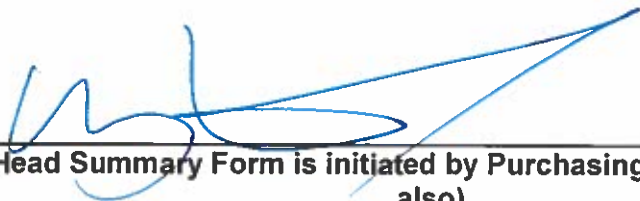
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



5-26-22

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

RESOLUTION

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

That the City Manager be authorized to sign a Traffic Signal Agreement between the City of El Paso ("City") and Franklin Property Pros., whereby the City agrees to maintain the traffic signal improvements installed by Franklin Property Pros., located at the intersection of State Highway 659 (N. Zaragoza Rd) and Henry Brennan Dr.

Approved this _____ day of _____, 2022.

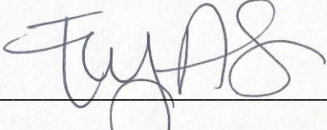
The City of El Paso:

Oscar Leaser, Mayor City of El Paso

ATTEST:


Laura D. Prine, City Clerk

APPROVED AS TO FORM:

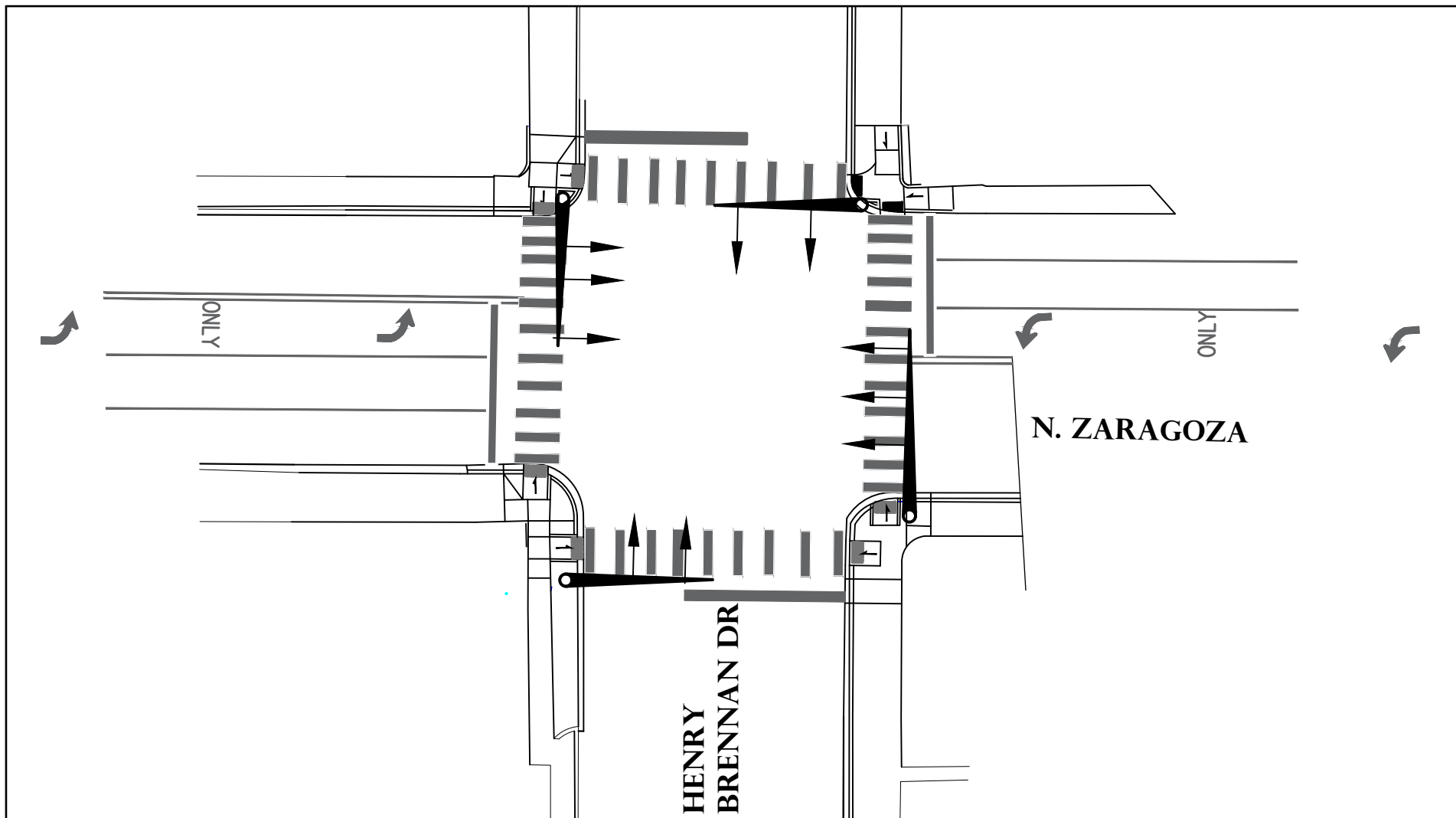


EVY A. Sotelo, Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen Smyth, P.E. Chief Transit and
Field Operations Officer





NOTES:

- 1) PROPOSED INSTALLATION OF (4) TRAFFIC SIGNAL MAST ARMS AND PEDESTRIAN BUTTON

* NOT FOR CONSTRUCTION

LEGEND:

-  ADA RAMP
 TRAFFIC LIGHT MAST ARM



STREETS AND
MAINTENANCE

CONCEPTUAL DESIGN - TRAFFIC SIGNAL

Location:
Zaragoza and Henry Brennan

Service Request No. _____

SHEET
1 OF 1

Assigned To:

Sign Shop ☐

Signal Shop ☐

Paint Shop ☐

Other ☐

Date: 05/24/2022

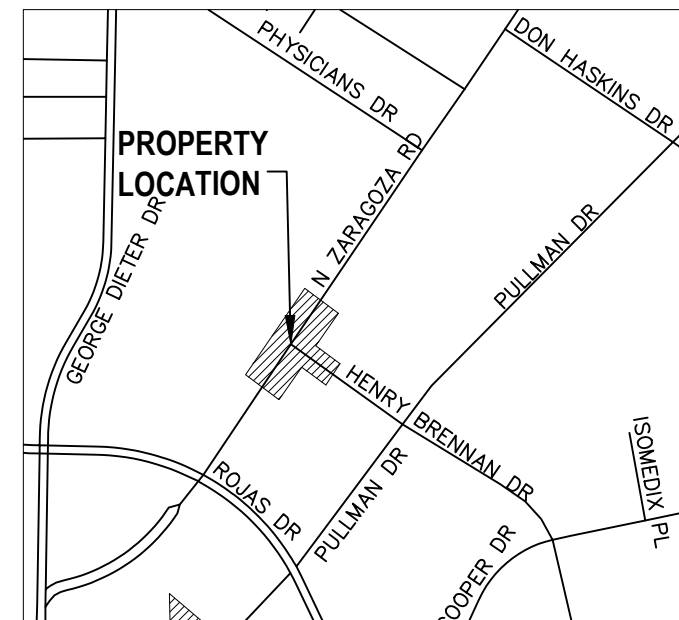
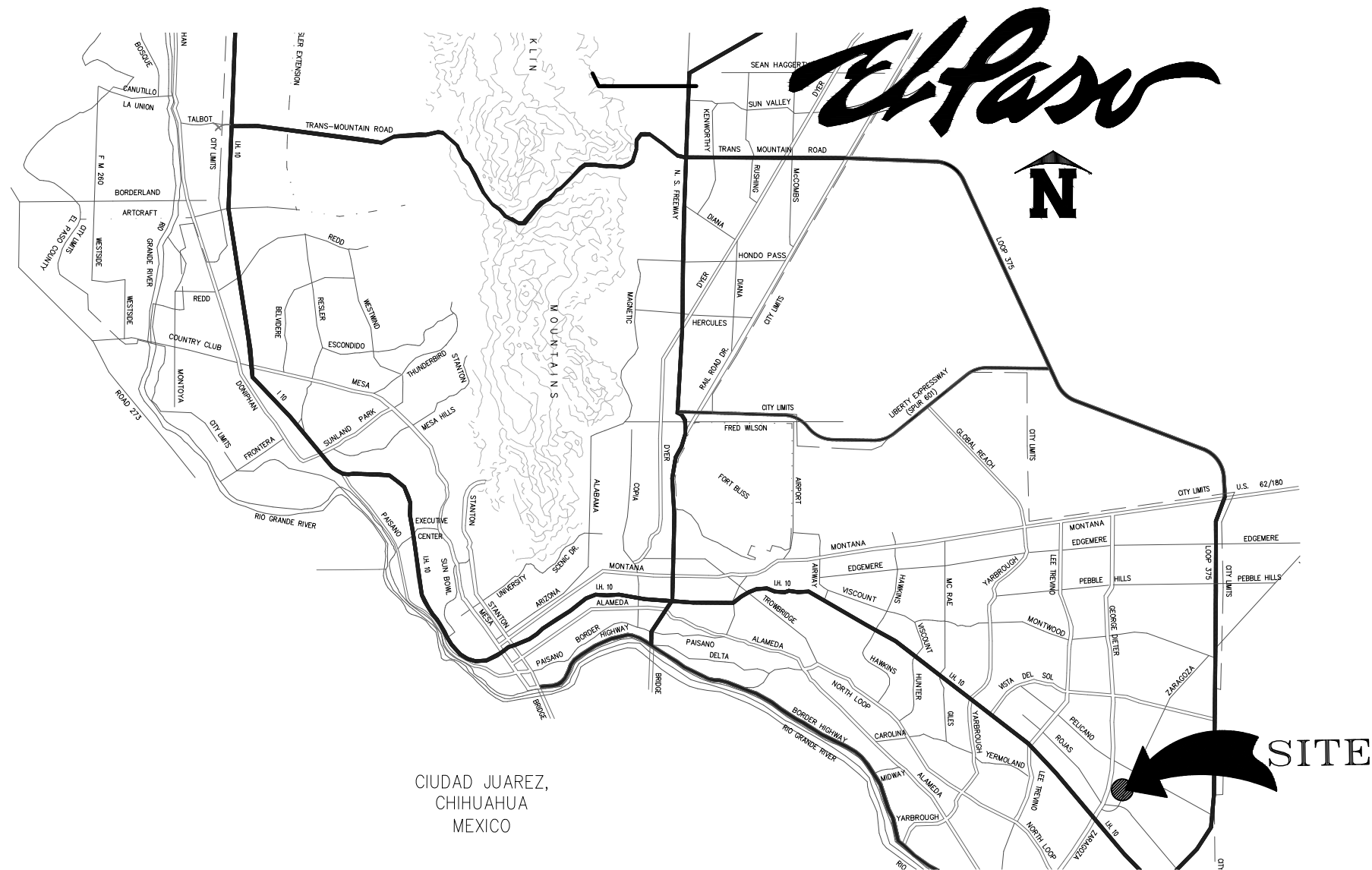
Prepared By:
Fernie Najera

Reviewed By:
Jiann-Shing Yang, P.E.

Approved by: _____

Completed: _____
(Date & Signature)





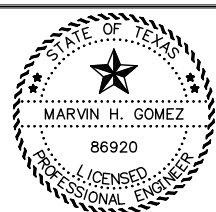
LOCATION MAP

SCALE: 1"=800'

LIST OF CIVIL DRAWINGS

- C-00.0 COVER SHEET
- C-01.0 TOPOGRAPHIC SURVEY
- C-02.0 DEMOLITION PLAN
- C-03.0 PROPOSED TRAFFIC SIGNAL PLAN
- C-03.1 PROPOSED TRAFFIC CONDUIT LAYOUT
- C-03.2 PROPOSED TRAFFIC CONDUIT TABLES
- C-03.3 PROPOSED STRIPING PLAN
- C-04.0 PROPOSED SIDEWALK LAYOUT
- C-04.1 TRAFFIC SIGNAL SYSTEM STANDARD DETAILS
- C-04.2 JUNCTION BOX STANDARD DETAILS 1 OF 2
- C-04.3 JUNCTION BOX STANDARD DETAILS 2 OF 2
- C-04.4 MAST ARM STANDARD DETAILS 1 OF 3
- C-04.5 MAST ARM STANDARD DETAILS 2 OF 3
- C-04.6 MAST ARM STANDARD DETAILS 3 OF 3
- C-04.7 FOUNDATION STANDARD DETAILS
- C-04.8 PEDESTRIAN POLE STANDARD DETAILS 1 OF 2
- C-04.9 PEDESTRIAN POLE STANDARD DETAILS 2 OF 2
- C-04.10 CONCRETE CURB AND CURB AND GUTTER (CCCCG-12) 1 OF 2
- C-04.11 CONCRETE CURB AND CURB AND GUTTER (CCCCG-12) (MOD) 2 OF 2
- C-04.12 PEDESTRIAN FACILITIES CURB RAMP (PED-18) 1 OF 3
- C-04.13 PEDESTRIAN FACILITIES CURB RAMP (PED-18) 2 OF 3
- C-04.14 PEDESTRIAN FACILITIES CURB RAMP (PED-18) 3 OF 3
- C-04.15 ITS CONDUIT BORE AND STEEL CASING DETAILS ITS(28)-16
- C-05.0 SUMMARY OF LARGE SIGNS (FM659) SOLS
- C-05.1 SUMMARY OF SMALL SIGNS (FM659) SOSS
- C-06.0 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
- C-06.1 SWPPP NOTES

ENGINEER'S NOTE
"THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARVIN H. GOMEZ, P.E. No. 86920 ON APRIL 12, 2021 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT"



Marvin H. Gomez
ENGINEER

4/15/2021
DATE

MARVIN H. GOMEZ, P.E.
(Registration No. 86920 Tx.)

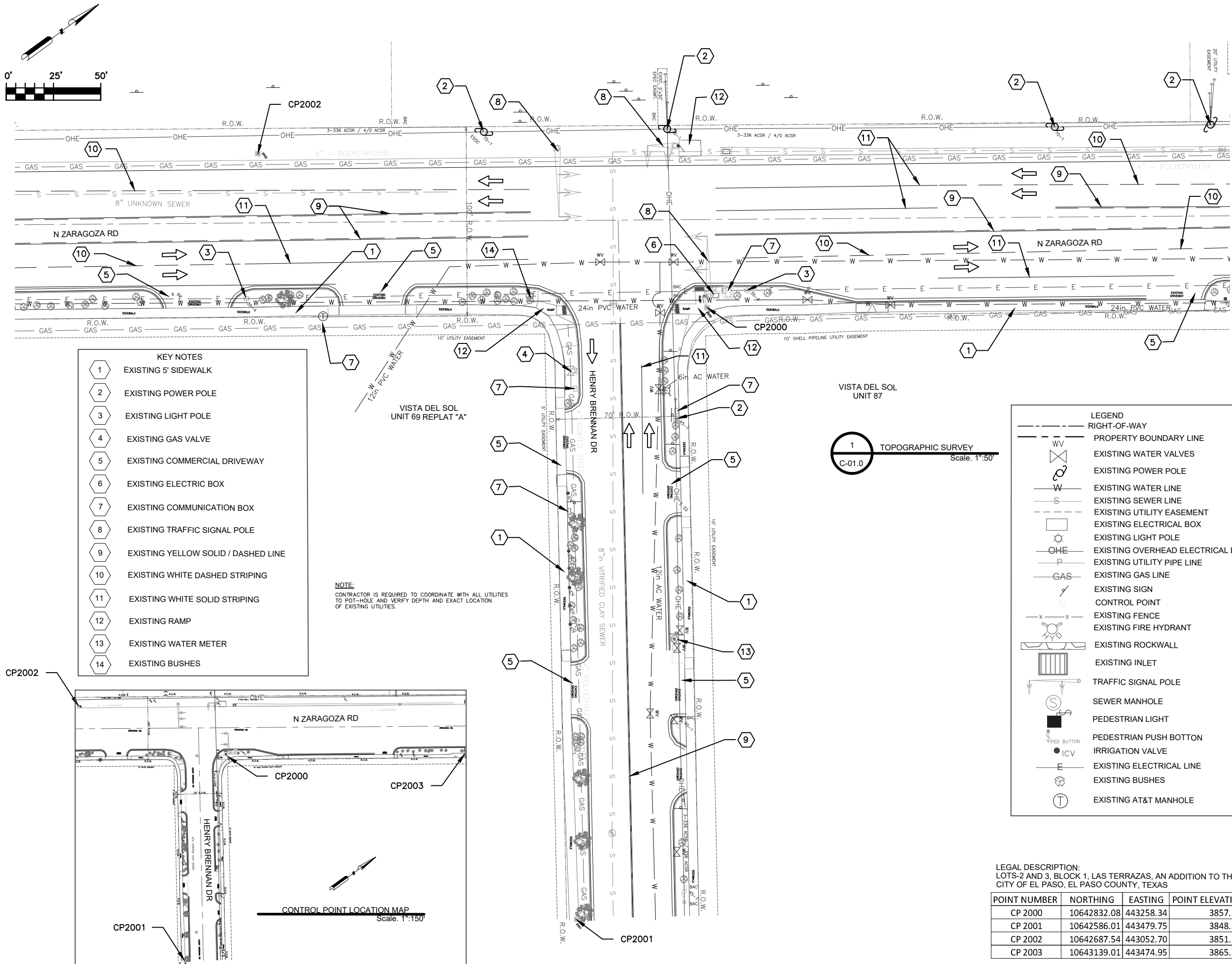


11385 James Watt Dr., Suite B-13
El Paso, Texas 79936
Ph: (915) 351-6701 Fax (915) 243-6010
www.integratedengineeringsolutions.com
TBPELS F#15313 TBPELS F#10194278

PROJECT NUMBER:21-004
DATE: APRIL 14, 2021

FINAL TRAFFIC SIGNAL DESIGN

N. ZARAGOZA RD & HENRY BRENNAN DR



WARNING!
BEFORE YOU DIG
CONTRACTOR SHALL FIELD LOCATE ALL
EXISTING UNDERGROUND/OVERHEAD
IMPROVEMENTS IN PROJECT AREA

UTILITY LOCATOR SERVICES

TEXAS 811
CITY OF EL PASO
STREETS AND MAINTENANCE
EL PASO WATER UTILITIES
TEXAS GAS SERVICE
EL PASO NATURAL GAS
AT&T
EL PASO ELECTRIC COMPANY
SPECTRUM

linespots@elpasotexas.gov
1-915-212-0118
1-915-594-5500
1-800-700-2443
1-800-334-8047
1-800-924-9420
1-800-252-1133
1-915-772-1123

NOTES

GENERAL NOTES

WARNING!
IT SHALL BE THE RESPONSIBILITY OF THE
CONTRACTOR, WHETHER INDICATED ON THE
DRAWINGS OR NOT, TO VERIFY THE LOCATION,
DEPTH, AND CONDITION OF ALL EXISTING
UTILITIES AND SUBSTRUCTURES AND PROTECT
THEM FROM DAMAGE. THE CONTRACTOR SHALL
CONTACT ALL THE UTILITY COMPANIES AND
CONDUCT ALL NECESSARY FIELD INVESTIGATIONS
PRIOR TO ANY EXCAVATION.



STREETS AND MAINTENANCE
CITY OF EL PASO
7968 SAN PAULO DRIVE
EL PASO, TEXAS 79907
TELE. 915.212.0118
FAX. 915.212.0119

ENGINEER SEAL



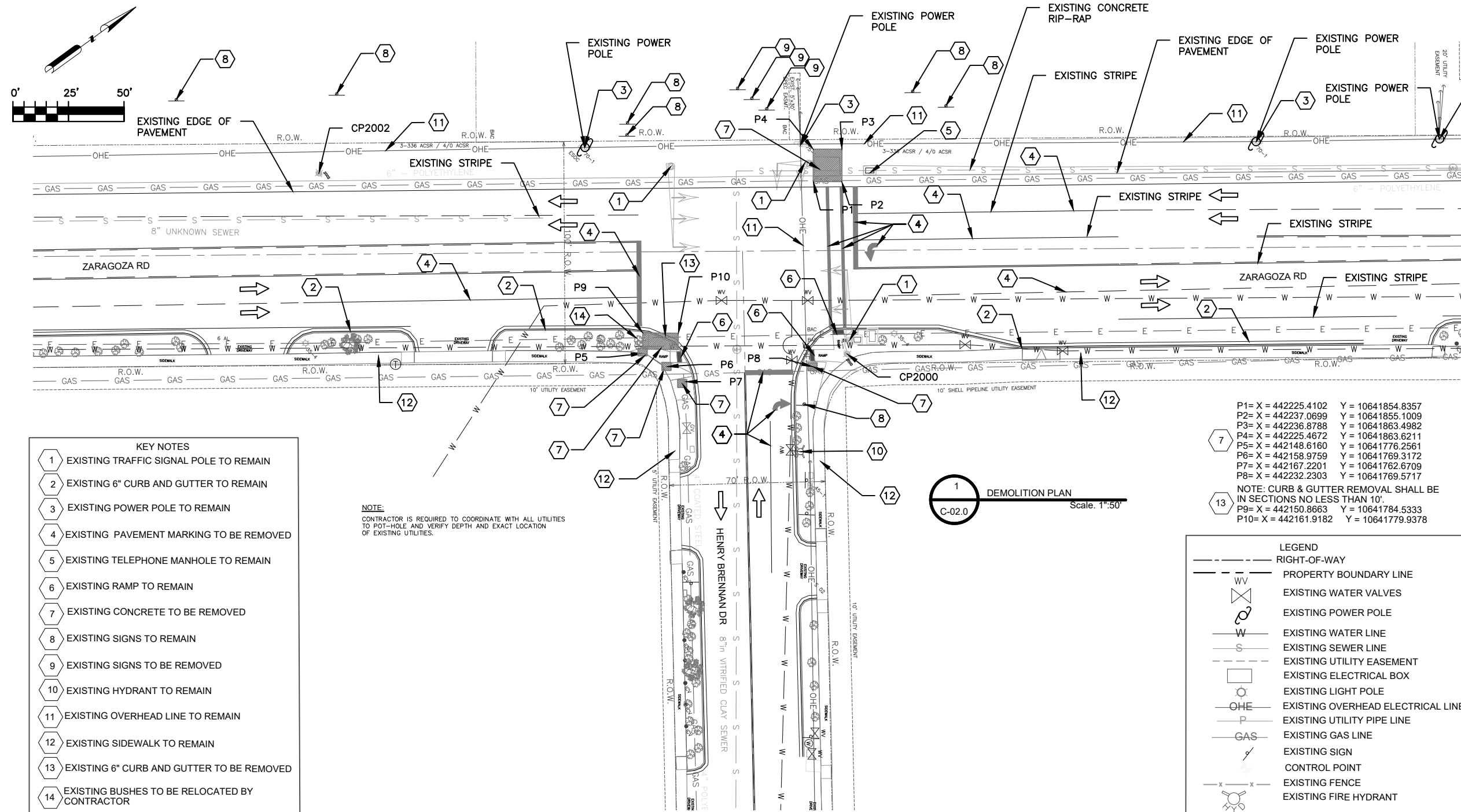
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TRAFFIC SIGNAL DESIGN
N. ZARAGOZA RD
AND HENRY BRENNAN DR

TOPOGRAPHIC SURVEY
C-01.0



- KEY NOTES**
- EXISTING TRAFFIC SIGNAL POLE TO REMAIN
 - EXISTING 6" CURB AND GUTTER TO REMAIN
 - EXISTING POWER POLE TO REMAIN
 - EXISTING PAVEMENT MARKING TO BE REMOVED
 - EXISTING TELEPHONE MANHOLE TO REMAIN
 - EXISTING RAMP TO REMAIN
 - EXISTING CONCRETE TO BE REMOVED
 - EXISTING SIGNS TO REMAIN
 - EXISTING SIGNS TO BE REMOVED
 - EXISTING HYDRANT TO REMAIN
 - EXISTING OVERHEAD LINE TO REMAIN
 - EXISTING SIDEWALK TO REMAIN
 - EXISTING 6" CURB AND GUTTER TO BE REMOVED
 - EXISTING BUSHES TO BE RELOCATED BY CONTRACTOR

NOTES:

- CONTRACTOR SHALL INSTALL LANDSCAPE BARRIER TREATMENT AND GROUND COVER TO MATCH EXISTING SURROUNDING LANDSCAPE WITHIN DEMOLITION AREAS.
- ALL SAWCUTS SHALL BE COMPLETE THICKNESS.
- ALL CONCRETE (SIDEWALKS, DRIVEWAYS, CURB-AND-GUTTER) TO BE REMOVED IN FULL PANELS/SECTIONS FROM JOINT TO JOINT. ALL NECESSARY DOWELS REQUIRED TO TIE INTO EXISTING CONCRETE WILL BE CONSIDERED SUBSIDIARY TO DEMOLITION ITEM.
- REFER TO "STRIPING PLAN" FOR EXISTING SIGNS RELOCATION AND REMOVAL.
- CONCRETE REPAIRS ASSOCIATED WITH EXISTING SIGN REMOVAL TO BE SUBSIDIARY TO REMOVAL OF SIGNS.
- REMOVAL OF EXISTING SIDEWALK INCLUDES GRADING TO TOP OF SUBGRADE FOR THE PLACEMENT OF THE PROPOSED IMPROVEMENTS.
- ITEMS SHOWN "TO REMAIN" SHALL BE PROTECTED BY THE CONTRACTOR.
- CONTRACTOR SHALL MINIMIZE DAMAGE TO EXISTING LANDSCAPE. (IN CASE OF DAMAGE, CONTRACTOR SHALL REPLACE IT).
- OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) REGULATIONS PROHIBIT OPERATIONS THAT BRING PEOPLE OR EQUIPMENT WITHIN 10 FT. OF AN ENERGIZED ELECTRICAL LINE. WHERE WORKERS AND/OR EQUIPMENT MAY BE CLOSE TO AN ENERGIZED ELECTRICAL LINE, NOTIFY THE ELECTRICAL POWER COMPANY AND MAKE ALL NECESSARY ADJUSTMENTS TO ENSURE THE SAFETY OF WORKERS NEAR THE ENERGIZED LINE.

P1= X = 442225.4102 Y = 10641854.8357
P2= X = 442237.0699 Y = 10641855.1009
P3= X = 442236.8788 Y = 10641863.4982
P4= X = 442225.4672 Y = 10641863.6211
P5= X = 442148.6160 Y = 10641776.2561
P6= X = 442158.9759 Y = 10641769.3172
P7= X = 442167.2201 Y = 10641762.6709
P8= X = 442232.2303 Y = 10641769.5717
NOTE: CURB & GUTTER REMOVAL SHALL BE IN SECTIONS NO LESS THAN 10'.
P9= X = 442150.8663 Y = 10641784.5333
P10= X = 442161.9182 Y = 10641779.9378

- LEGEND**
- RIGHT-OF-WAY
 - PROPERTY BOUNDARY LINE
 - EXISTING WATER VALVES
 - EXISTING POWER POLE
 - EXISTING WATER LINE
 - EXISTING SEWER LINE
 - EXISTING UTILITY EASEMENT
 - EXISTING ELECTRICAL BOX
 - EXISTING LIGHT POLE
 - EXISTING OVERHEAD ELECTRICAL LINE
 - EXISTING UTILITY PIPE LINE
 - EXISTING GAS LINE
 - EXISTING SIGN
 - CONTROL POINT
 - EXISTING FENCE
 - EXISTING FIRE HYDRANT
 - EXISTING ROCKWALL
 - EXISTING INLET
 - TRAFFIC SIGNAL POLE
 - SEWER MANHOLE
 - PEDESTRIAN LIGHT
 - PEDESTRIAN PUSH BUTTON
 - IRRIGATION VALVE
 - EXISTING ELECTRICAL LINE
 - EXISTING BUSHES
 - EXISTING AT&T MANHOLE

LEGAL DESCRIPTION:
LOTS-2 AND 3, BLOCK 1, LAS TERRAZAS, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS

| POINT NUMBER | NORTHING | EASTING | POINT ELEVATION |
|--------------|-------------|-----------|-----------------|
| CP 2000 | 10642832.08 | 443258.34 | 3857.582 |
| CP 2001 | 10642586.01 | 443479.75 | 3848.909 |
| CP 2002 | 10642687.54 | 443052.70 | 3851.148 |
| CP 2003 | 10643139.01 | 443474.95 | 3865.170 |

WARNING!
BEFORE YOU DIG
CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UNDERGROUND/OVERHEAD IMPROVEMENTS IN PROJECT AREA

UTILITY LOCATOR SERVICES

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STREETS AND MAINTENANCE
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NOTES

GENERAL NOTES

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IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, WHETHER INDICATED ON THE DRAWINGS OR NOT, TO VERIFY THE LOCATION, DEPTH, AND CONDITION OF ALL EXISTING UTILITIES AND SUBSTRUCTURES AND PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL CONTACT ALL THE UTILITY COMPANIES AND CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION.



STREETS AND MAINTENANCE
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TELE. 915.212.0118
FAX. 915.212.0119

ENGINEER SEAL



4/15/2021

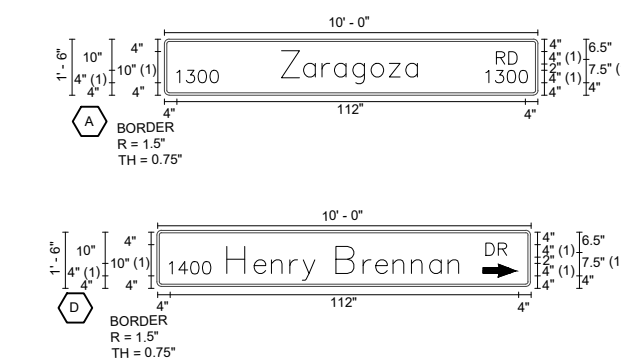
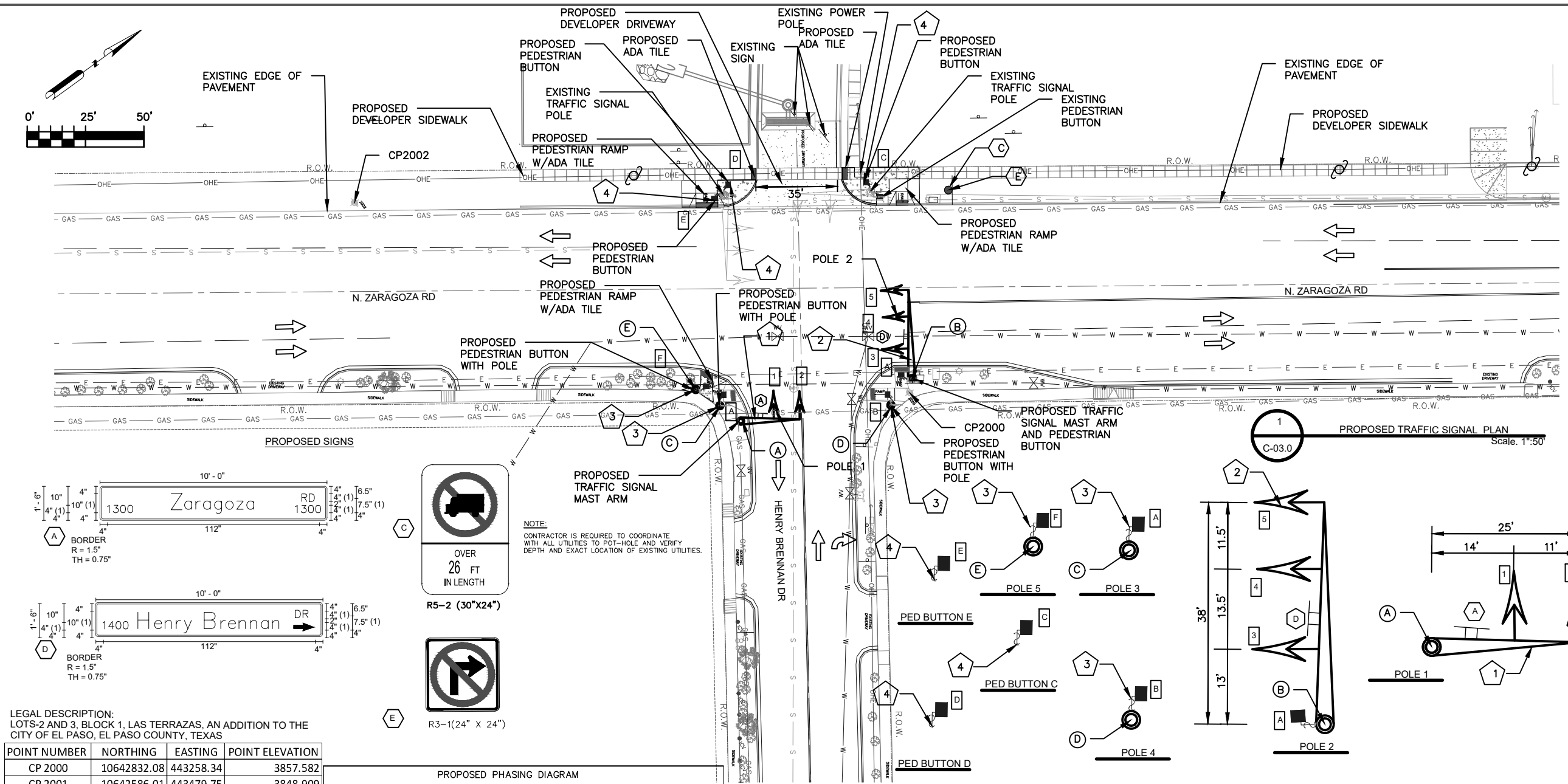
"THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARVIN H. GOMEZ, P.E., No. 86920 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT"



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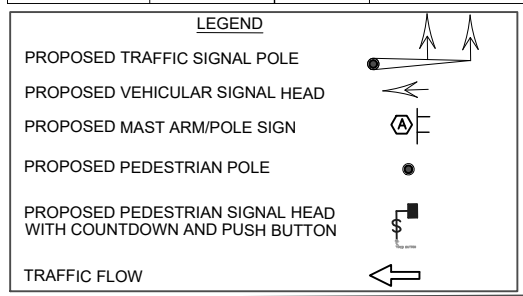
TRAFFIC SIGNAL DESIGN
N. ZARAGOZA RD AND
HENRY BRENNAN DR

DEMOLITION PLAN
C-02.0

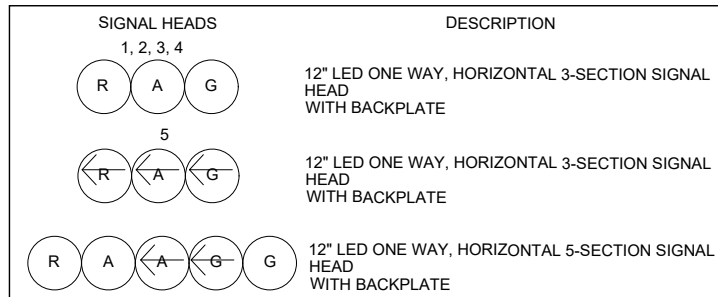
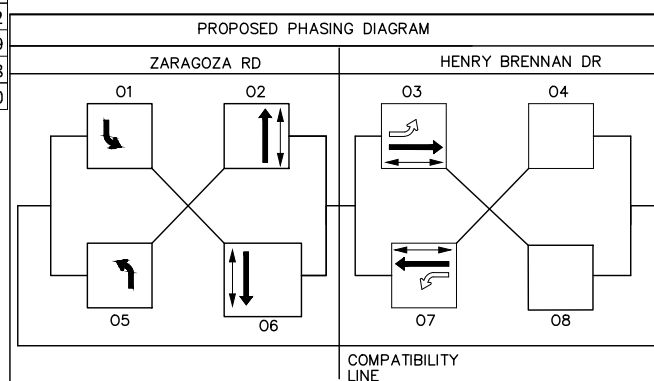


LEGAL DESCRIPTION:
LOTS-2 AND 3, BLOCK 1, LAS TERRAZAS, AN ADDITION TO THE
CITY OF EL PASO, EL PASO COUNTY, TEXAS

| POINT NUMBER | NORTHING | EASTING | POINT ELEVATION |
|--------------|-------------|-----------|-----------------|
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| CP 2002 | 10642687.54 | 443052.70 | 3851.148 |
| CP 2003 | 10643139.01 | 443474.95 | 3865.170 |



- NOTE:
- ALL EXISTING AND PROPOSED SIDEWALKS, A.D.A. RAMPS, BARRIER FREE RAMPS, ACCESSIBLE PARKING, DRIVEWAY CROSSWALKS, DRIVEWAYS AND ACCESSIBLE ROUTES SHALL COMPLY WITH THE AMERICANS WITH DISABILITY ACT AND THE TEXAS ACCESSIBILITY STANDARDS AND SHALL COMPLY WITH LOCAL MUNICIPALITY REQUIREMENTS. EXISTING OR PROPOSED PEDESTRIAN INFRASTRUCTURE NOT COMPLYING WITH THESE REQUIREMENTS SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR TO MEET THE REQUIRED STANDARDS AT NO ADDITIONAL COST TO THE OWNER.
 - PEDESTRIAN LANDINGS SHALL BE 5'X5' AND HAVE 1.5% CROSS SLOPE AND 1.5% MAXIMUM LONGITUDINAL SLOPE.
 - ALL SIDEWALKS SHALL BE 5' MINIMUM WIDTH AND SHALL HAVE 1.5% CROSS SLOPE AND A MAXIMUM LONGITUDINAL SLOPE OF 5%.
 - PEDESTRIAN POLES AND PEDESTRIAN PUSH BUTTONS SHALL BE LOCATED WITHIN 16" OF THE SIDEWALK LANDING. THE CONTRACTOR SHALL ENSURE THAT ALL PUSH BUTTONS ARE LOCATED AT A MAXIMUM DISTANCE OF 16" FROM THE LANDING.
 - CONTRACTOR MUST REFER TO TXDOT'S 2014 SPECIFICATIONS FOR THERMO PLASTIC PAVEMENT MARKING REQUIREMENTS.



- KEY NOTES:
- INSTALL 25' MAST ARM WITH 30' POLE ON A TYPE-30A FOUNDATION WITH A 16" BOLT CIRCLE.
 - INSTALL 38' MAST ARM (OWNER/CONTRACTOR SHALL SUBMIT THE MANUFACTURER SHOP DRAWINGS SIGNED AND SEAL BY A LICENSED ENGINEER IN THE STATE OF TEXAS FOR CONNECTING THE NEW 38' MAST ARM TO THE EXISTING POLE AND FOUNDATION.)
 - INSTALL 10' PED POLE ON 24" FOUNDATION.
 - INSTALL PED BUTTON ON MAST ARM WITH POLE.

*NOTE: ALL PUSH BUTTONS SHALL BE INSTALLED NO MORE THAN 18" AWAY FROM ADA LANDING.

NOTE:
THE PROJECT WILL BE CONSIDERED COMPLETE WHEN THE CITY OF EL PASO ACCEPTS THE CONSTRUCTED IMPROVEMENTS FOR MAINTENANCE.

NOTE:
CONTRACTOR / OWNER SHALL SUBMIT COPY OF THE FINAL AS-BUILT PLANS TO STREET MAINTENANCE PROJECT MANAGER PRIOR TO FINAL INSPECTION/WALKTHROUGHS; ADDITIONAL COMMENTS MAY BE GENERATED UPON REVIEW AND FOLLOW-UP INSPECTION(S) FROM AS-BUILT DRAWINGS.

NOTES:

- THE LOCATION OF THE SIGNAL POLES AND FIXTURES ARE DIAGRAMMATIC ONLY AND MAY BE SHIFTED BY THE ENGINEER TO ACCOMMODATE LOCAL CONDITIONS. EXACT LOCATION OF SIGNAL POLES, CONTROLLER, ETC. TO BE APPROVED BY THE ENGINEER IN THE FIELD.
- INTERVAL TIMING TO BE PROVIDED BY THE CITY OF EL PASO.
- PROPOSED SIGNS MOUNTED ON SIGNAL MAST ARM/POLE SHALL BE BANNED. DRILLING THROUGH MAST ARM OR POLE WILL NOT BE ACCEPTED.
- NEW TRAFFIC SIGNAL INSTALLATION SHALL INCLUDE ALL FOUNDATIONS, MAST ARMS OF THE REQUIRED LENGTHS HAVING A NOMINAL HEIGHT CLEARANCE OF 17'-6". PEDESTAL POLES WITH TRANSFORMER BASES, SIGNAL HEADS, PEDESTRIAN SIGNALS, ALL CONDUIT OF THE SIZES AND LENGTHS SHOWN, ALL TRAFFIC CONDUCTORS, ALL ELECTRICAL POWER SOURCE CONDUCTORS, AND GROUND BOXES AS SHOWN ON PLANS.
- SEE STANDARDS FOR FURTHER DETAILS ON SIGNAL POLES AND MAST ARMS.
- ALL SIGNAL HEADS AND PEDESTRIAN HEADS SHALL HAVE LED LIGHTS. ALL PEDESTRIAN HEADS SHALL BE COUNTDOWN PEDESTRIAN SIGNALS. SEE STANDARDS FOR FURTHER DETAIL.
- SALVAGED MATERIALS SHALL BE RETURNED TO STREETS AND MAINTENANCE, 7968 SAN PAULO DRIVE, EL PASO, TEXAS 79907. POINT OF CONTACT SERGIO REYES (P.E.).
- SEE MAST ARM SIGN DETAILS SHEET FOR FURTHER DETAILS ON SIGNAGE.
- PROPOSED PUSH BUTTONS SHALL BE PLACED ADJACENT TO A LEVEL LANDING AREA (2% MAX. SLOPE IN ALL DIRECTIONS), AND 16" MAX DISTANCE FROM LANDING.
- ALL TRAFFIC SIGNAL HEADS SHALL INCLUDE A 5" BACK PLATE. BACK PLATES SHALL BE INSTALLED AS RECOMMENDED BY THE MANUFACTURER. REFER TO TRAFFIC SIGNAL SYSTEM DETAILS.
- THE CLEAR WIDTH OF WALKING SURFACES SHALL BE 5 FEET MINIMUM.
- SEE "WHEEL CHAIR RAMP AND SIDEWALK DETAILS" (PED-18 1 OF 3, PED-18 2 OF 3 AND PED-18 3 OF 3) FOR RAMP IDENTIFICATION.
- OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) REGULATIONS PROHIBIT OPERATIONS THAT BRING PEOPLE OR EQUIPMENT WITHIN 10 FT. OF AN ENERGIZED ELECTRICAL LINE. WHERE WORKERS AND/OR EQUIPMENT MAY BE CLOSE TO AN ENERGIZED ELECTRICAL LINE, NOTIFY THE ELECTRICAL POWER COMPANY AND MAKE ALL NECESSARY ADJUSTMENTS TO ENSURE THE SAFETY OF WORKERS NEAR ENERGIZED LINE.

WARNING!
BEFORE YOU DIG
CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UNDERGROUND/OVERHEAD IMPROVEMENTS IN PROJECT AREA

UTILITY LOCATOR SERVICES

| | |
|--------------------------|---------------------------|
| TEXAS 811 | 811 |
| CITY OF EL PASO | linespots@elpasotexas.gov |
| STREETS AND MAINTENANCE | 1-915-212-0118 |
| EL PASO WATER UTILITIES | 1-915-594-5500 |
| TEXAS GAS SERVICE | 1-800-700-2443 |
| EL PASO NATURAL GAS | 1-800-334-8047 |
| AT&T | 1-800-924-9420 |
| EL PASO ELECTRIC COMPANY | 1-800-252-1133 |
| SPECTRUM | 1-915-772-1123 |

NOTES

GENERAL NOTES

WARNING!
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, WHETHER INDICATED ON THE DRAWINGS OR NOT, TO VERIFY THE LOCATION, DEPTH, AND CONDITION OF ALL EXISTING UTILITIES AND SUBSTRUCTURES AND PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL CONTACT ALL THE UTILITY COMPANIES AND CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION.

STREETS AND MAINTENANCE
CITY OF EL PASO
7968 SAN PAULO DRIVE
EL PASO, TEXAS 79907
TELE. 915.212.0118
FAX. 915.212.0119

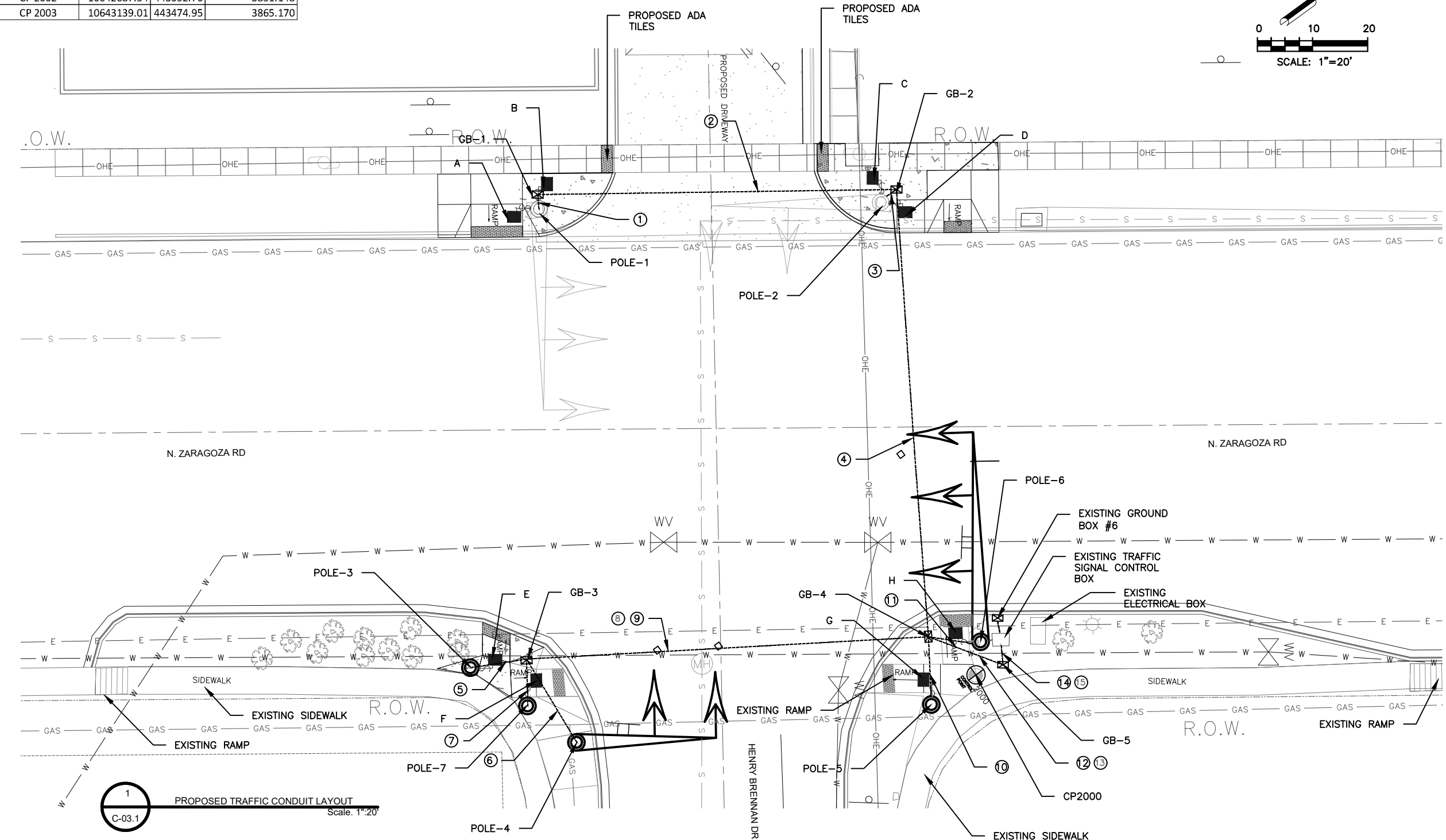
ENGINEER SEAL
MARVIN H. GOMEZ
86920
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GRV INTEGRATED ENGINEERING SOLUTIONS LLC
11385 James Watt Dr., Suite B-13,
El Paso, Texas 79936
Ph: (915) 351-6701 Fax (915) 243-6010
www.integratedengineeringsolutions.com
TSP F#15313 TBPLS F#10194278

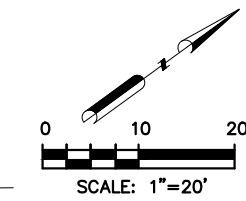
TRAFFIC SIGNAL DESIGN
N. ZARAGOZA RD AND
HENRY BRENNAN DR
PROPOSED TRAFFIC
SIGNAL PLAN
C-03.0

LEGAL DESCRIPTION:
LOTS-2 AND 3, BLOCK 1, LAS TERRAZAS, AN ADDITION TO THE
CITY OF EL PASO, EL PASO COUNTY, TEXAS

| POINT NUMBER | NORTHING | EASTING | POINT ELEVATION |
|--------------|-------------|-----------|-----------------|
| CP 2000 | 10642832.08 | 443258.34 | 3857.582 |
| CP 2001 | 10642586.01 | 443479.75 | 3848.909 |
| CP 2002 | 10642687.54 | 443052.70 | 3851.148 |
| CP 2003 | 10643139.01 | 443474.95 | 3865.170 |



1
C-03.1
PROPOSED TRAFFIC CONDUIT LAYOUT
Scale: 1"=20'



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| | |
|--------------------------|---------------------------|
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| SPECTRUM | 1-915-772-1123 |

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ENGINEER SEAL

Marvin H. Gomez
4/15/2021



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TRAFFIC SIGNAL DESIGN
N. ZARAGOZA RD AND
HENRY BRENNAN DR

PROPOSED
TRAFFIC CONDUIT
LAYOUT
C-03.1

| CONDUIT & CONDUCTOR RUNS | | | | | | | | | | |
|--------------------------|---------------------|------------------|-------------------------------|----------------------|----------------------------------|---|--|--|--|--|
| CONDUIT RUN # | LENGTHE OF RUN (FT) | CONUIT # (BORED) | CONDUIT SIZE (INCHES) (BORED) | CONDUIT # (TRENCHED) | CONDUIT SIZE (INCHES) (TRENCHED) | ELEC CONDUCTOR (NO. 6) INSULATED GROUND | ELEC CONDUCTOR (NO. 6) INSULATED POWER | TRAF SIG CBL (TY A) (2 CONDR) (18 AWG) (PED BTN) | TRAF SIG CBL (TY A) (5 CONDR) (18 AWG) | TRAF SIG CBL (TY A) (9 CONDR) (18 AWG) |
| 1 | 3 | | | 1 | 2 | 1 | | 2 | 2 | |
| 2 | 67 | | | 1 | 2 | 1 | | 1 | 1 | |
| 3 | 3 | | | 1 | 2 | 1 | | 1 | 2 | |
| 4 | 83 | 1 | 2 | | | 1 | | 3 | 4 | |
| 5 | 12 | | | 1 | 2 | 1 | | 1 | 1 | |
| 6 | 18 | | | 1 | 2 | 1 | | 1 | 1 | |
| 7 | 8.5 | | | 1 | 3 | 1 | | | | 1 |
| 8 | 75 | 1 | 2 | | | 1 | | 2 | 2 | |
| 9 | 75 | 1 | 3 | | | 1 | | | | 1 |
| 10 | 13 | | | 1 | 2 | 1 | | 1 | 1 | |
| 11 | 10 | | | 1 | 2 | 1 | | 1 | 1 | |
| 12 | 16 | | | 1 | 2 | 1 | | 8 | 10 | |
| 13 | 16 | | | 1 | 3 | 1 | | | | 2 |
| 14 | 5 | | | 1 | 2 | 1 | | 8 | 10 | |
| 15 | 5 | | | 1 | 3 | 1 | | | | 2 |
| 16 | 3 | | | 1 | 2 | 1 | 1 | | | |
| 17 | 3 | | | 1 | 3 | 1 | 1 | | | |
| TOTAL | 415.5 | 233 | | 182.5 | | 415.5 | 6 | 696 | 824 | 125.5 |

| NUMBER OF CONDUCTORS FROM PLE BASE TO PEDESTRIAN HEAD | | | | | | | | | | |
|---|------------------------|----|----|-------|----|----|----|-------|----------------|------------------------------|
| POLE ID. | PEDESTRIAN SIGNAL HEAD | | | | | | | | SUB TOTAL (FT) | CONDUCTOR (TYPE) (NO.) (AWG) |
| | A | B | C | D | E | F | G | H | | |
| POLE-1 | 16 | 16 | | | | | | | 32 | (TY-A) (5 CONDR) (12 AWG) |
| POLE-2 | | | 16 | EXIST | | | | | 16 | (TY-A) (5 CONDR) (12 AWG) |
| POLE-3 | | | | | 16 | | | | 16 | (TY-A) (5 CONDR) (12 AWG) |
| POLE-4 | | | | | | | | | 0 | (TY-A) (5 CONDR) (12 AWG) |
| POLE-5 | | | | | | | 16 | | 16 | (TY-A) (5 CONDR) (12 AWG) |
| POLE-6 | | | | | | | | EXIST | 0 | (TY-A) (5 CONDR) (12 AWG) |
| POLE-7 | | | | | | 16 | | | 16 | (TY-A) (5 CONDR) (12 AWG) |
| TOTAL | | | | | | | | | 80 | |

| NUMBER OF CONDUCTORS FROM BASE TO SIGNAL HEAD | | | | | |
|---|-------------------------|----|----|----------------|---------------------------------|
| POLE ID. | VEHICLE SIGNAL HEAD NO. | | | SUB TOTAL (FT) | CONDUCTOR (TYPE) (NO.) (12 AWG) |
| | 1 | 2 | 3 | | |
| POLE-3 | 15 | | | 15 | (TY - A) (9 CONDR) (12 AWG) |
| POLE-5 | | 23 | 38 | 61 | (TY - A) (9 CONDR) (12 AWG) |
| TOTAL | | | | 76 | |

| GOUND BOX SCHEDULE | | | | | |
|--------------------|----------|----------|----------|----------|----------|
| GROUND BOX ID# | TYPE - A | TYPE - C | TYPE - 1 | TYPE - 2 | W/ APRON |
| GB-1 | 1 | | | | YES |
| GB-2 | 1 | | | | YES |
| GB-3 | 1 | | | | YES |
| GB-4 | 1 | | | | YES |
| GB-5 | 1 | | | | YES |
| GB-6 | EXISTING | | | | |
| TOTAL | 5 | | | | |

| NUMBER OF CONDUCTORS FROM POLE BASE TO PEDESTRIAN ACCESSIBLE PEDESTRIAN SIGNALS PUSH BUTTON | | | |
|---|--------|----------------|-------------------------------|
| POLE ID. | PED PB | SUB TOTAL (FT) | CONDUCTOR (TYPE) (NO.) (SIZE) |
| POLE-1 | 10 | 10 | (TY-A) (2 CONDR) (18 AWG) |
| POLE-2 | 5 | 5 | (TY-A) (2 CONDR) (18 AWG) |
| POLE-3 | 5 | 5 | (TY-A) (2 CONDR) (18 AWG) |
| POLE-4 | 5 | 5 | (TY-A) (2 CONDR) (18 AWG) |
| POLE-5 | 5 | 5 | (TY-A) (2 CONDR) (18 AWG) |
| TOTAL | | 30 | |

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TEXAS GAS SERVICE

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STREETS AND MAINTENANCE

CITY OF EL PASO


7968 SAN PAULO DRIVE

EL PASO, TEXAS 79907

TELE. 915.212.0118

FAX. 915.212.0119

ENGINEER SEAL



MARVIN H. GOMEZ
86920
LICENSED ENGINEER

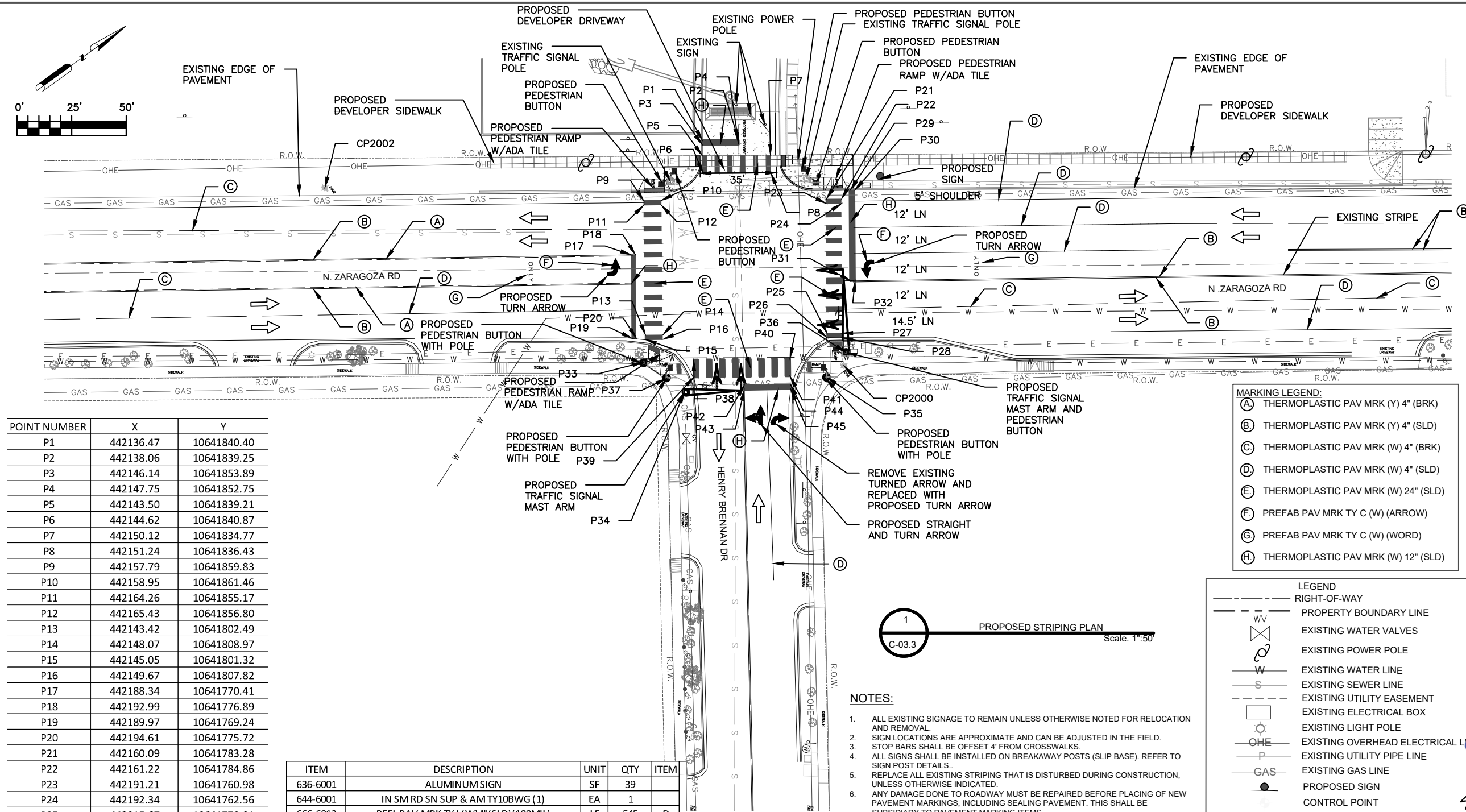
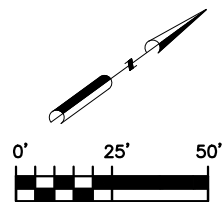
4/15/2021

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| ESTIMATED TRAFFIC SIGNAL QUANTITIES | | | |
|-------------------------------------|--|------|-----|
| ITEM NO. | DECRPTION | UNIT | QTY |
| 416-6030 | DRILL SHAFT (TRF SIG POLE) (24") | LF | 12 |
| 416-6031 | DRILL SHAFT (TRF SIG POLE) (30") | LF | 12 |
| 618-6023 | CONDT (PVC) (SCH 40) (2") | LF | 150 |
| 618-6024 | CONDT (PVC) (SCH 40) (2") (BORE) | LF | 158 |
| 618-6029 | CONDT (PVC) (SCH 40) (3") | LF | 42 |
| 618-6030 | CONDT (PVC) (SCH 40) (3") BORE | LF | 75 |
| 620-6010 | ELEC CONR (NO. 6) INSULATED GROUND | LF | 440 |
| 624-6002 | GROUND BOX TY A (122311) W/APRON | EA | 5 |
| 684-6010 | TRAF SIG CBL (TY A) (12 AWG) (5 CONDR) | LF | 936 |
| 684-6012 | TRAF SIG CBL (TY A) (12 AWG) (9 CONDR) | LF | 61 |
| 684-6012 | TRAF SIG CBL (TY C) (18 AWG) (2 CONDR) | LF | 25 |
| 686-6025 | INS TRF SIG PL AM (S) 1 ARM (24') | EA | 1 |
| 687-6001 | PED PLE ASSEM (STL) (10FT) | EA | 3 |
| 688-6002 | PED DETECT (2 INCH) (PUSH BUTTON) | EA | 3 |

TRAFFIC SIGNAL DESIGN
N. ZARAGOZA RD AND
HENRY BRENNAN DR

PROPOSED
TRAFFIC CONDUIT
TABLES
C-03.2



| POINT NUMBER | X | Y |
|--------------|-----------|-------------|
| P1 | 442136.47 | 10641840.40 |
| P2 | 442138.06 | 10641839.25 |
| P3 | 442146.14 | 10641853.89 |
| P4 | 442147.75 | 10641852.75 |
| P5 | 442143.50 | 10641839.21 |
| P6 | 442144.62 | 10641840.87 |
| P7 | 442150.12 | 10641834.77 |
| P8 | 442151.24 | 10641836.43 |
| P9 | 442157.79 | 10641859.83 |
| P10 | 442158.95 | 10641861.46 |
| P11 | 442164.26 | 10641855.17 |
| P12 | 442165.43 | 10641856.80 |
| P13 | 442143.42 | 10641802.49 |
| P14 | 442148.07 | 10641808.97 |
| P15 | 442145.05 | 10641801.32 |
| P16 | 442149.67 | 10641807.82 |
| P17 | 442188.34 | 10641770.41 |
| P18 | 442192.99 | 10641776.89 |
| P19 | 442189.97 | 10641769.24 |
| P20 | 442194.61 | 10641775.72 |
| P21 | 442160.09 | 10641783.28 |
| P22 | 442161.22 | 10641784.86 |
| P23 | 442191.21 | 10641760.98 |
| P24 | 442192.34 | 10641762.56 |
| P25 | 442215.67 | 10641778.01 |
| P26 | 442216.83 | 10641779.63 |
| P27 | 442222.16 | 10641773.38 |
| P28 | 442223.32 | 10641775.01 |
| P29 | 442240.32 | 10641812.82 |
| P30 | 442241.48 | 10641814.45 |
| P31 | 442246.82 | 10641808.19 |
| P32 | 442247.98 | 10641809.82 |
| P33 | 442238.73 | 10641789.81 |
| P34 | 442195.00 | 10641876.69 |
| P35 | 442192.55 | 10641869.84 |
| P36 | 442196.63 | 10641875.53 |
| P37 | 442158.98 | 10641769.32 |
| P38 | 442171.48 | 10641777.61 |
| P39 | 442171.55 | 10641769.64 |
| P40 | 442216.13 | 10641778.14 |
| P41 | 442216.21 | 10641770.16 |
| P42 | 442194.58 | 10641765.89 |
| P43 | 442194.62 | 10641763.92 |
| P44 | 442215.84 | 10641766.27 |
| P45 | 442215.88 | 10641764.30 |

| ITEM | DESCRIPTION | UNIT | QTY | ITEM |
|----------|--|------|-----|------|
| 636-6001 | ALUMINUM SIGN | SF | 39 | |
| 644-6001 | IN SM RD SN SUP & AMTY10BWG (1) | EA | 1 | |
| 666-6012 | REFL PAV MRK TY I (W) 4"(SLD)(100MIL) | LF | 545 | D |
| 666-6042 | REFL PAV MRK TY I (W) 12" (SLD) (100MIL) | LF | 84 | H |
| 666-6048 | REFL PAV MRK TY I (W) 24" (SLD) (100MIL) | LF | 360 | E |
| 666-6054 | REFL PAV MRK TY I (W)(ARROW)(100MIL) | EA | 3 | F |
| 666-6057 | REFL PAV MRK TY I(W)(DBL ARROW)(100MIL) | EA | 1 | |
| 666-6078 | REFL PAV MRK TY I (W)(WORD)(100MIL) | EA | 1 | G |
| 666-6170 | REFL PAV MRK TY II (W) 4"(SLD)(100MIL) | LF | 545 | |
| 666-6180 | REFL PAV MRK TY II (W) 12" (SLD) | LF | 84 | |
| 666-6182 | REFL PAV MRK TY II (W) 24" (SLD) | LF | 360 | |
| 666-6184 | REFL PAV MRK TY II (W) (ARROW) | EA | 3 | |
| 666-6185 | REFL PAV MRK TY II (W) (DBL ARROW) | EA | 1 | |
| 666-6192 | REFL PAV MRK TY II (W) (WORD) | EA | 1 | |
| 677-6001 | ELIM EXT PAV MRK & MRKS (4") | LF | 545 | |
| 677-6005 | ELIM EXT PAV MRK & MRKS (12") | LF | 136 | |
| 677-6007 | ELIM EXT PAV MRK & MRKS (24") | LF | 84 | |
| 677-6008 | ELIM EXT PAV MRK & MRKS (ARROW) | EA | 1 | |
| 678-6001 | PAV SURF PREP FOR MRK (4") | LF | 545 | |
| 678-6006 | PAV SURF PREP FOR MRK (12") | LF | 84 | |
| 678-6008 | PAV SURF PREP FOR MRK (24") | LF | 360 | |
| 678-6009 | PAV SURF PREP FOR MRK (ARROW) | EA | 3 | |
| 678-6010 | PAV SURF PREP FOR MRK (DBL ARROW) | EA | 1 | |
| 678-6016 | PAV SURF PREP FOR MRK (WORD) | EA | 1 | |

NOTES:

- ALL EXISTING SIGNAGE TO REMAIN UNLESS OTHERWISE NOTED FOR RELOCATION AND REMOVAL.
- SIGN LOCATIONS ARE APPROXIMATE AND CAN BE ADJUSTED IN THE FIELD.
- STOP BARS SHALL BE OFFSET 4' FROM CROSSWALKS.
- ALL SIGNS SHALL BE INSTALLED ON BREAKAWAY POSTS (SLIP BASE). REFER TO SIGN POST DETAILS.
- REPLACE ALL EXISTING STRIPING THAT IS DISTURBED DURING CONSTRUCTION, UNLESS OTHERWISE INDICATED.
- ANY DAMAGE DONE TO ROADWAY MUST BE REPAIRED BEFORE PLACING OF NEW PAVEMENT MARKINGS, INCLUDING SEALING PAVEMENT. THIS SHALL BE SUBSIDIARY TO PAVEMENT MARKING ITEMS.
- CROSSWALK BARS WILL BE PLACED 6' APART, CENTER-TO-CENTER.
- PROPOSED STRIPING SHALL MATCH TO EXISTING STRIPING AT END OF PROJECT LIMITS.

NOTE:

- ALL EXISTING AND PROPOSED SIDEWALKS, A.D.A. RAMPS, BARRIER FREE RAMPS, ACCESSIBLE PARKING, DRIVEWAY CROSSWALKS, DRIVEWAYS AND ACCESSIBLE ROUTES SHALL COMPLY WITH THE AMERICANS WITH DISABILITY ACT AN THE TEXAS ACCESSIBILITY STANDARDS AND SHALL COMPLY WITH LOCAL MUNICIPALITY REQUIREMENTS. EXISTING OR PROPOSED PEDESTRIAN INFRASTRUCTURE NOT COMPLYING WITH THESE REQUIREMENTS SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR TO MEET THE REQUIRED STANDARDS AT NO ADDITIONAL COST TO THE OWNER.
- PEDESTRIAN LANDINGS SHALL BE 5'X5' AND HAVE 1.5% CROSS SLOPE AND 1.5% MAXIMUM LONGITUDINAL SLOPE.
- ALL SIDEWALKS SHALL BE 5' MINIMUM WIDTH AND SHALL HAVE 1.5% CROSS SLOPE AND A MAXIMUM LONGITUDINAL SLOPE OF 5%.
- PEDESTRIAN POLES AND PEDESTRIAN PUSH BUTTONS SHALL BE LOCATED WITHIN 16" OF THE SIDEWALK LANDING. THE CONTRACTOR SHALL ENSURE THAT ALL PUSH BUTTONS ARE LOCATED AT A MAXIMUM DISTANCE OF 16" FROM THE LANDING.
- CONTRACTOR MUST REFER TO TXDOT'S 2014 SPECIFICATIONS FOR THERMO PLASTIC PAVEMENT MARKING REQUIREMENTS.

MARKING LEGEND:

- (A) THERMOPLASTIC PAV MRK (Y) 4" (BRK)
- (B) THERMOPLASTIC PAV MRK (Y) 4" (SLD)
- (C) THERMOPLASTIC PAV MRK (W) 4" (BRK)
- (D) THERMOPLASTIC PAV MRK (W) 4" (SLD)
- (E) THERMOPLASTIC PAV MRK (W) 24" (SLD)
- (F) PREFAB PAV MRK TY C (W) (ARROW)
- (G) PREFAB PAV MRK TY C (W) (WORD)
- (H) THERMOPLASTIC PAV MRK (W) 12" (SLD)

| LEGEND | |
|--------|-----------------------------------|
| --- | RIGHT-OF-WAY |
| --- | PROPERTY BOUNDARY LINE |
| WV | EXISTING WATER VALVES |
| W | EXISTING WATER LINE |
| S | EXISTING SEWER LINE |
| --- | EXISTING UTILITY EASEMENT |
| --- | EXISTING ELECTRICAL BOX |
| --- | EXISTING LIGHT POLE |
| OHE | EXISTING OVERHEAD ELECTRICAL LINE |
| P | EXISTING UTILITY PIPE LINE |
| GAS | EXISTING GAS LINE |
| --- | PROPOSED SIGN |
| --- | CONTROL POINT |
| --- | EXISTING FENCE |
| --- | EXISTING FIRE HYDRANT |
| --- | EXISTING ROCKWALL |
| --- | EXISTING INLET |
| --- | TRAFFIC SIGNAL POLE |
| --- | SEWER MANHOLE |
| --- | PEDESTRIAN LIGHT |
| --- | PEDESTRIAN PUSH BOTTON |
| --- | IRRIGATION VALVE |
| --- | EXISTING SIGN |
| --- | EXISTING ELECTRICAL LINE |

LEGAL DESCRIPTION:
LOTS-2 AND 3, BLOCK 1, LAS TERRAZAS, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS

| POINT NUMBER | NORTHING | EASTING | POINT ELEVATION |
|--------------|-------------|-----------|-----------------|
| CP 2000 | 10642832.08 | 443258.34 | 3857.582 |
| CP 2001 | 10642586.01 | 443479.75 | 3848.909 |
| CP 2002 | 10642687.54 | 443052.70 | 3851.148 |
| CP 2003 | 10643139.01 | 443474.95 | 3865.170 |

WARNING! BEFORE YOU DIG

CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UNDERGROUND/OVERHEAD IMPROVEMENTS IN PROJECT AREA

UTILITY LOCATOR SERVICES

| | |
|--------------------------|---------------------------|
| TEXAS 811 | 811 |
| CITY OF EL PASO | linespots@elpasotexas.gov |
| STREETS AND MAINTENANCE | 1-915-212-0118 |
| EL PASO WATER UTILITIES | 1-915-594-5500 |
| TEXAS GAS SERVICE | 1-800-700-2443 |
| EL PASO NATURAL GAS | 1-800-334-8047 |
| AT&T | 1-800-924-9420 |
| EL PASO ELECTRIC COMPANY | 1-800-252-1133 |
| SPECTRUM | 1-915-772-1123 |

NOTES

GENERAL NOTES

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STREETS AND MAINTENANCE CITY OF EL PASO

7968 SAN PAULO DRIVE
EL PASO, TEXAS 79907
TELE. 915.212.0118
FAX. 915.212.0119

ENGINEER SEAL



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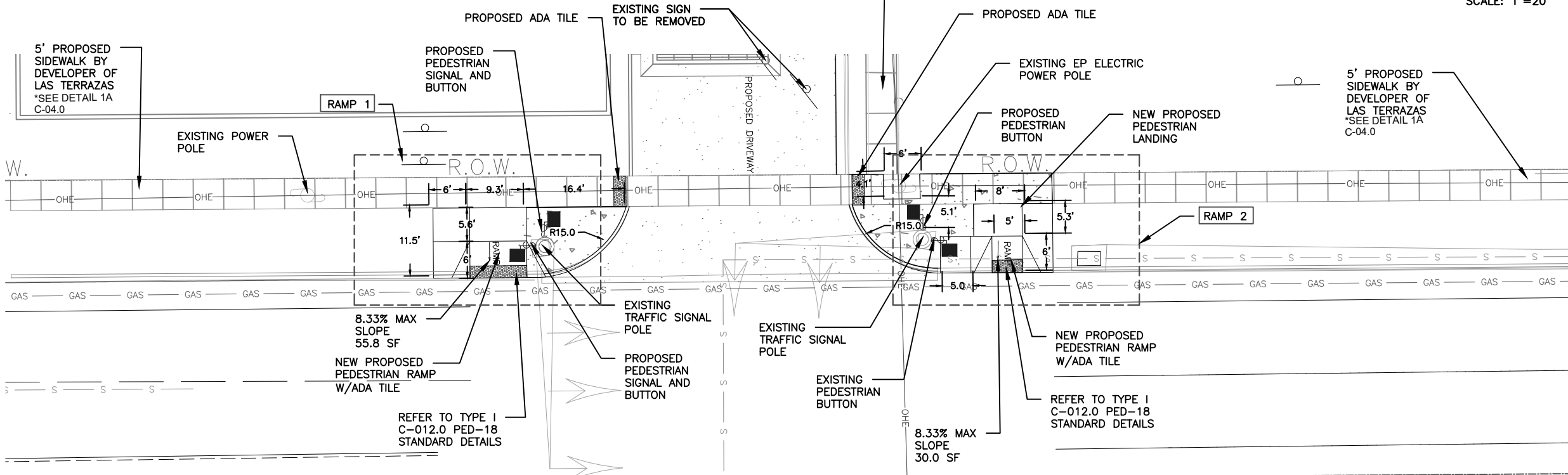
GRV INTEGRATED ENGINEERING SOLUTIONS LLC
11385 James Watt Dr., Suite B-13,
El Paso, Texas 79936
Ph: (915) 351-6701 Fax (915) 243-6010
www.integratedengineeringsolutions.com
TBP F#15313 TBPLS F#10194278

TRAFFIC SIGNAL DESIGN N. ZARAGOZA RD AND HENRY BRENNAN DR

PROPOSED STRIPING PLAN C-03.3

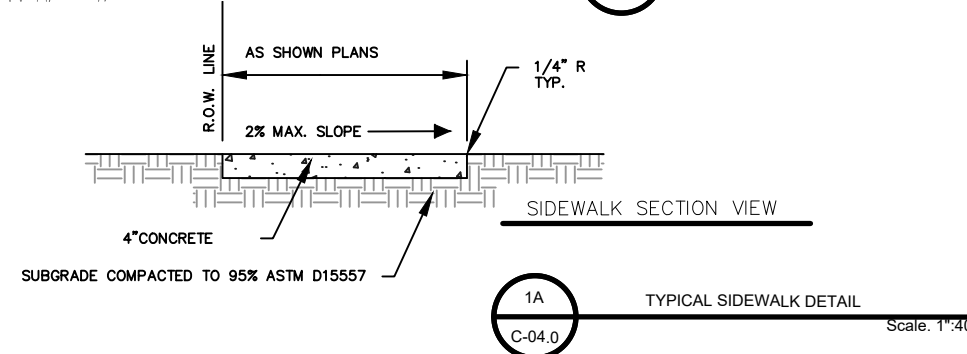
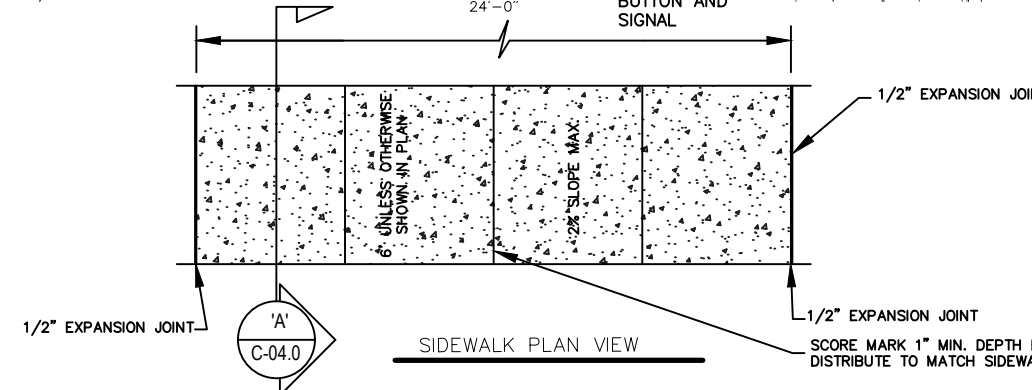
1. ALL EXISTING AND PROPOSED SIDEWALKS, A.D.A. RAMPS, BARRIER FREE RAMPS, ACCESSIBLE PARKING, DRIVEWAY CROSSWALKS, DRIVEWAYS AND ACCESSIBLE ROUTES SHALL COMPLY WITH THE AMERICANS WITH DISABILITY ACT AND THE TEXAS ACCESSIBILITY STANDARDS AND SHALL COMPLY WITH LOCAL MUNICIPALITY REQUIREMENTS. EXISTING OR PROPOSED PEDESTRIAN INFRASTRUCTURE NOT COMPLYING WITH THESE REQUIREMENTS SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR TO MEET THE REQUIRED STANDARDS AT NO ADDITIONAL COST TO THE OWNER.
2. PEDESTRIAN LANDINGS SHALL BE 5'X5' AND HAVE 1.5% CROSS SLOPE AND 1.5% MAXIMUM LONGITUDINAL SLOPE.
3. ALL SIDEWALKS SHALL BE 5' MINIMUM WIDTH AND SHALL HAVE 1.5% CROSS SLOPE AND A MAXIMUM LONGITUDINAL SLOPE OF 5%.
4. PEDESTRIAN POLES AND PEDESTRIAN PUSH BUTTONS SHALL BE LOCATED WITHIN 16" OF THE SIDEWALK LANDING. THE CONTRACTOR SHALL ENSURE THAT ALL PUSH BUTTONS ARE LOCATED AT A MAXIMUM DISTANCE OF 16" FROM THE LANDING.
5. CONTRACTOR MUST REFER TO TXDOT'S 2014 SPECIFICATIONS FOR THERMO PLASTIC PAVEMENT MARKING REQUIREMENTS.

| POINT NUMBER | NORTHING | EASTING | POINT ELEVATION |
|--------------|-------------|-----------|-----------------|
| CP 2000 | 10642832.08 | 443258.34 | 3857.582 |
| CP 2001 | 10642586.01 | 443479.75 | 3848.909 |
| CP 2002 | 10642687.54 | 443052.70 | 3851.148 |
| CP 2003 | 10643139.01 | 443474.95 | 3865.170 |



SIDEWALK NOTES:

1. CONCRETE SIDEWALK SHALL BE 3,000 P.S.I.
2. SCORED CONTRACTION JOINTS SHALL BE AT 5' O.C., OR DISTRIBUTE TO MATCH SIDEWALK WIDTH.
3. EXPANSION JOINTS SHALL BE PLACED AT 4 TIMES WIDTH OF SIDEWALK O.C. MAXIMUM. USE 1/2" PREMOLDED BITUMINOUS EXPANSION JOINTS (AASHTO M-33).
4. EXPANSION JOINT FILLER SHALL BE PLACED WHEREVER SIDEWALK ABUTS ROCK OR MASONRY STRUCTURES SUCH AS CURBS OR BUILDINGS.



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A circular professional engineer seal for Marvin H. Gomez. The seal features a five-pointed star at the top. The text "MARVIN H. GOMEZ" is written in the center, with "86920" below it. The words "LICENSED" and "ENGINEER" are at the bottom, separated by a horizontal line. The seal is surrounded by a decorative border.

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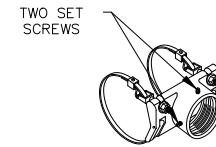
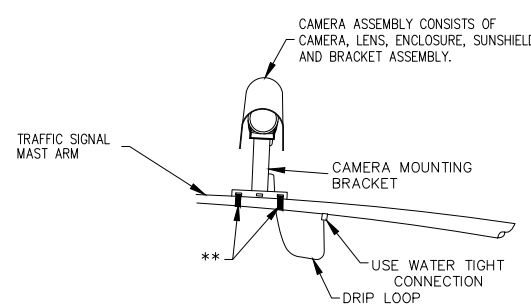
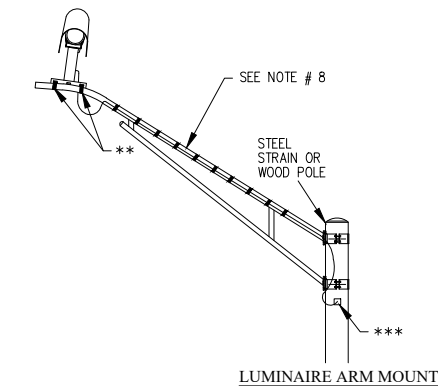
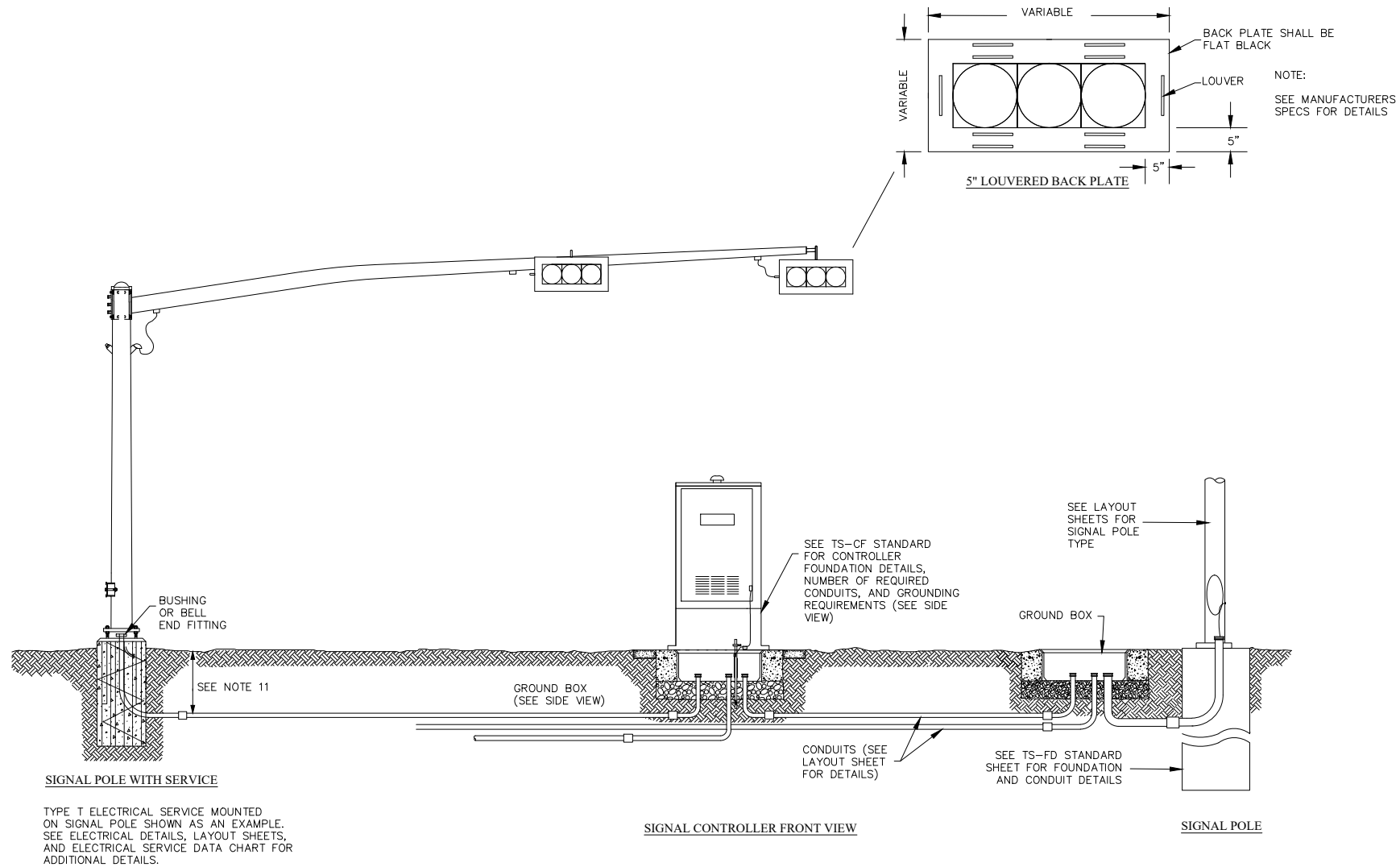
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PROPOSED SIDEWALK LAYOUT

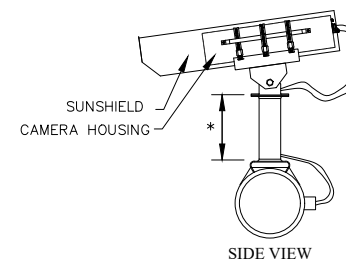
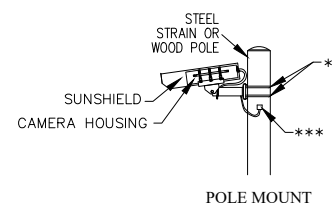
C-04.0

TRAFFIC SIGNAL NOTES

1. INCLUDE AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS THROUGHOUT THE ELECTRICAL SYSTEM. BOND ALL EXPOSED METAL PARTS TO THE GROUNDING CONDUCTOR.
2. IF INTERNALLY ILLUMINATED STREET NAME SIGNS ARE APPROVED FOR USE, GROUND THE FIXTURE TO THE POLE WITH A 12 AWG GREEN XHHW CONDUCTOR.
3. BOND ANCHOR BOLTS TO REBAR CAGE IN TWO LOCATIONS USING #3 BARS OR 6 AWG STRANDED COPPER CONDUCTORS. USE LISTED MECHANICAL CONNECTORS RATED FOR EMBEDMENT IN CONCRETE. SEE TxDOT STANDARD TS-FD FOR FURTHER DETAILS.
4. DRILL AND TAP SIGNAL POLES FOR 1/2 IN X 13 UNC TANK GROUND FITTING. PROVIDE AND INSTALL TANK GROUND FITTING 4 IN. TO 6 IN. DIRECTLY BELOW ELECTRICAL SERVICE ENCLOSURE. PROVIDE PROPERLY SIZED HOLE THROUGH THE BOTTOM OF THE ENCLOSURE FOR THE SERVICE GROUNDING ELECTRODE CONDUCTOR. CONNECT THE ELECTRICAL SERVICE GROUNDING ELECTRODE CONDUCTOR TO THE TANK GROUND FITTING. ENSURE ELECTRICAL SERVICE GROUNDING ELECTRODE CONDUCTOR IS AS SHORT AND STRAIGHT AS POSSIBLE FROM THE ENCLOSURE TO THE TANK GROUND FITTING. SEE INSET A DETAIL FOR FURTHER INFORMATION. SIZE SERVICE ENTRANCE CONDUIT AND BRANCH CIRCUIT CONDUIT AS SHOWN IN THE PLANS.
5. BOND ANCHOR BOLTS TO REBAR CAGE IN TWO LOCATIONS USING #3 BARS OR 6 AWG STRANDED COPPER CONDUCTORS. USED LISTED MECHANICAL CONNECTORS RATED FOR EMBEDMENT IN CONCRETE. SEE TRAFFIC SIGNAL POLE FOUNDATION DETAILS FOR FURTHER INFORMATION.
6. CONDUCT PULL TESTS AND INSULATION RESISTANCE TESTS ON ALL POWER CONDUCTORS AS REQUIRED IN ITEM 620 "ELECTRICAL CONDUCTORS" AND ED(3). TO PREVENT ELECTRONICS DAMAGE, DO NOT CONDUCT INSULATION RESISTANCE TESTS ON TRAFFIC SIGNAL CABLES AFTER TERMINATION.
7. LOCK ALL ENCLOSURES AND BOLT DOWN ALL GROUND BOX COVERS BEFORE APPLYING POWER TO THE SIGNAL INSTALLATION.
8. TERMINATE CONDUITS ENTERING THE TOP OF ENCLOSURES WITH A CONDUIT-SEALING HUB OR THREADED BOSS SUCH AS METER HUB. INSTALL A GROUNDING BUSHING ON ALL METAL CONDUITS NOT CONNECTED TO CONDUIT-SEALING HUB OR THREADED BOSS. BOND THE GROUNDING BUSHING TO THE GROUND BUS WITH A BONDING JUMPER. SEAL ALL CONDUITS ENTERING ENCLOSURES WITH DUCT SEAL OR EXPANDING FOAM. DO NOT USE SILICONE TO SEAL CONDUIT ENDS.
9. FOR ALL CONDUITS, ENSURE THE BURIAL DEPTH IS A MINIMUM OF 18". ENSURE THE MINIMUM BURIAL DEPTH FOR CONDUIT PLACED UNDER A ROADWAY IS 24".
10. ALL PAVING CUT, OPEN CUT, BORES SHALL FOLLOW DSC AND CITY CODE RESTORATIONS.



BAND MOUNT BRACKET DETAIL



NOTES FOR VIDEO DETECTION:

1. INSTALL VIDEO DETECTION PROCESSOR UNIT INSIDE CONTROLLER CABINET.
2. INSTALL VIDEO DETECTION CAMERA & BRACKET AS DETAILED OR AS DIRECTED BY THE VIDEO DETECTION SUPPLIER.
3. MOUNT CAMERAS AS FAR OVER THE ROADWAY AS POSSIBLE.
4. USE #16 STAINLESS STEEL BANDING MATERIAL TO INSTALL CAMERA MOUNTS.
5. AIM CAMERA SO THAT HORIZON IS NOT VISIBLE IN THE FIELD OF VIEW.
6. INSTALL CAMERA ENCLOSURE ASSEMBLY SO THAT IT CAN ROTATE AFTER INSTALLATION TO PROVIDE PROPER ALIGNMENT.
7. PROVIDE WATER TIGHT CABLE ENTRY AND EXIT POINTS IN THE MAST ARM AND/OR POLES.
8. FOR VIDS COAX AND POWER CABLES ATTACHED TO LUMINAIRE ARM, PROVIDE A METAL CABLE STRAP (ALUMINUM OR STAINLESS STEEL), 3/4-IN MINIMUM WIDTH AND TWO WRAPS AT 8 IN. MAXIMUM SPACING.

- * 4 FT. PIPE EXTENSION WHEN MOUNTED ON TRAFFIC SIGNAL MAST ARM.
- ** 3/4 IN. (MIN) STAINLESS STEEL BANDING 2 PLACES MIN.
- *** ENTRY INTO STEEL POLE OR CONDUIT WEATHERHEAD ON WOOD POLE

1A
C-04.1

STANDARD DETAILS

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EL PASO, TEXAS 79907
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ENGINEER SEAL



4/15/2021

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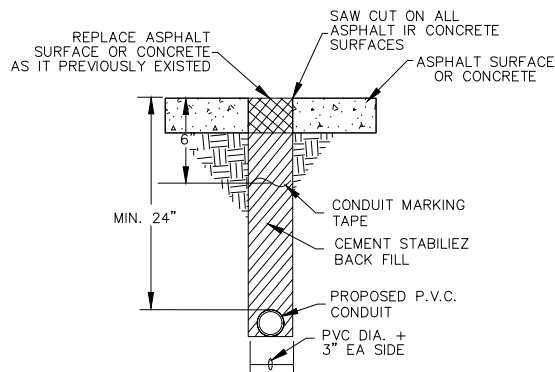


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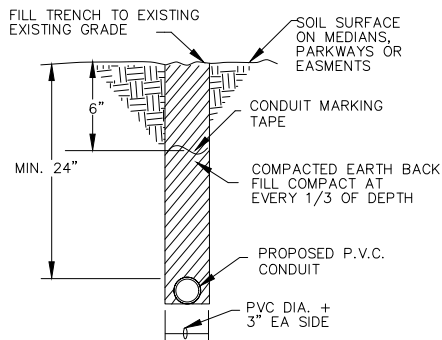
TRAFFIC SIGNAL DESIGN
N. ZARAGOZA RD AND
HENRY BRENNAN DR
TRAFFIC SIGNAL SYSTEM
STANDARD DETAILS

C-04.1

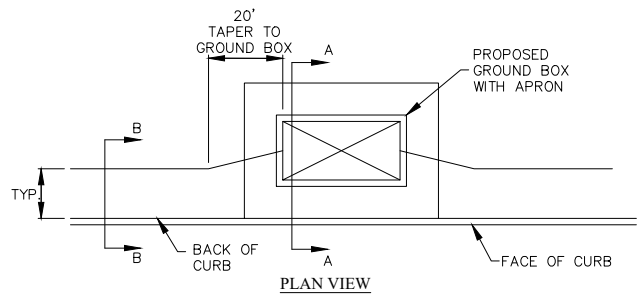
| TRENCH DEPTH CHART | |
|----------------------------|-------------|
| SYSTEM | DEPTH (MIN) |
| ILLUMINATION | 24 INCHES |
| TRAFFIC SIGNALS | 24 INCHES |
| TRAFFIC MANAGEMENT | 42 INCHES |
| TRAFFIC MANAGEMENT (BORED) | 60 INCHES |



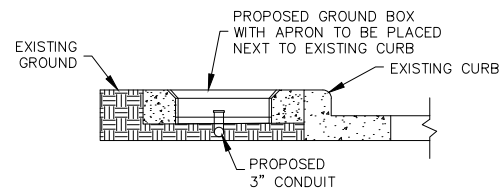
PAVEMENT CUT



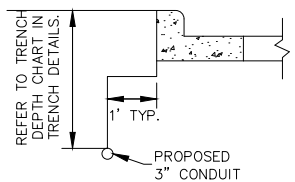
OPEN CUT TRENCH



PLAN VIEW

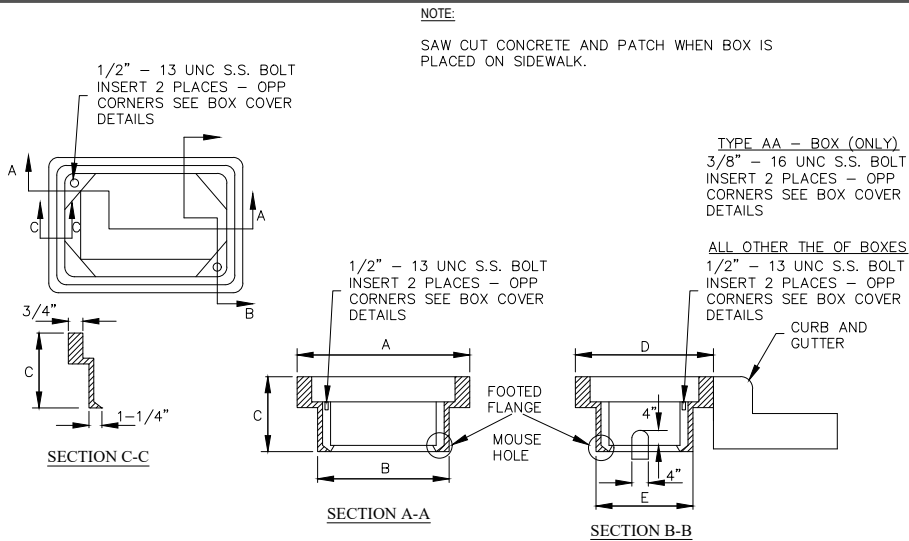


SECTION A-A



SECTION B-B

CONDUIT AND GROUND BOX
INSTALLATION FOR INTERCONNECT PLAN
NTS



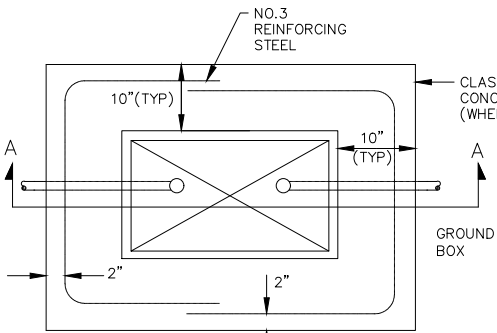
COMPOSITE CONCRETE (RMC) JUNCTION BOX DETAIL

GROUND BOX NOTES:

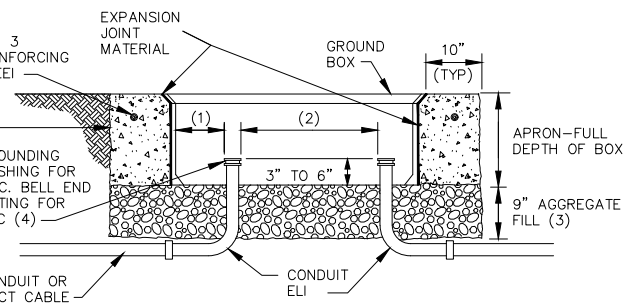
NTS

- GROUND BOXES SHALL BE MANUFACTURED FROM REINFORCED POLYMER CONCRETE (RMC) COMPOSED OF BAROSILICATE GLASS FIBER, A CATALYZED POLYESTER RESIN AND AN AGGREGATE. SIDEWALLS SHALL BE FIBER REINFORCED POLYMER.
- MINIMUM INSIDE DIMENSION SHALL BE AS FOLLOWS (WIDTH X LENGTH X DEPTH)

| |
|---|
| TYPE AA SHALL BE 9 INCHES X 16 INCHES X 10 INCHES |
| TYPE A SHALL BE 11.5 INCHES X 21 INCHES X 10 INCHES |
| TYPE B SHALL BE 11.5 INCHES X 21 INCHES X 20 INCHES |
| TYPE C SHALL BE 15.25 INCHES X 28.25 INCHES X 10 INCHES |
| TYPE D SHALL BE 15.25 INCHES X 28.25 INCHES X 20 INCHES |
| TYPE E SHALL BE 11.25 INCHES X 21 INCHES X 16 INCHES |
- BOTTOM EDGE OF BOX SHALL BE FOOTED WITH A MINIMUM 1-1/4" FLANGE.
- GROUND BOX SHALL HAVE OPEN BOTTOM.
- GROUND BOXES SHALL WITHSTAND A TEST LOADING OF 20,000 LBS. OVER A 10 INCH BY 10 INCH AREA CENTERED ON THE LID AND A 600 LBS. PER SQ.FT. APPLIED OVER THE ENTIRE SIDE WALL. THE MODEL OF GROUND BOX SHALL HAVE BEEN TESTED TO MEET LOADING REQUIREMENTS BY A TESTING LABORATORY. THE LABORATORY SHALL BE INDEPENDENT OF THE MANUFACTURER AND CERTIFICATION OF SUCH TESTS SHALL BE SUBMITTED TO THE DEPUTY DIRECTOR FOR STREETS OR HIS DESIGNATED REPRESENTATIVE FOR APPROVAL.
- COVERS SHALL BE 2 INCH (NOMINAL) THICK POLYMER CONCRETE. COVER SHALL BE SECURED WITH 1/2 INCH STAINLESS STEEL BOLTS. BOLTS SHALL BE CAPTIVE AND SHALL WITHSTAND A MINIMUM OF 70 FT-LBS TORQUE. AND SHALL HAVE A MINIMUM 750 LBS. STRAIGHT PULL STRENGTH. COVERS SHALL BE SKID RESISTANT, MINIMUM 0.5 COEFFICIENT OF FRICTION. COVERS, EXCEPT AA, SHALL BE INTERCHANGEABLE BETWEEN MANUFACTURERS AND SHALL CONFORM TO THE DIMENSIONS SHOWN ABOVE. COVER SHALL BE LEGIBLY IMPRINTED WITH THE WORDS "TRAFFIC SIGNAL" AND "DANGER HIGH VOLTAGE" IN MINIMUM 1 INCH LETTERS.



PLAN VIEW
CONSTRUCTION METHODS



SECTION A - A

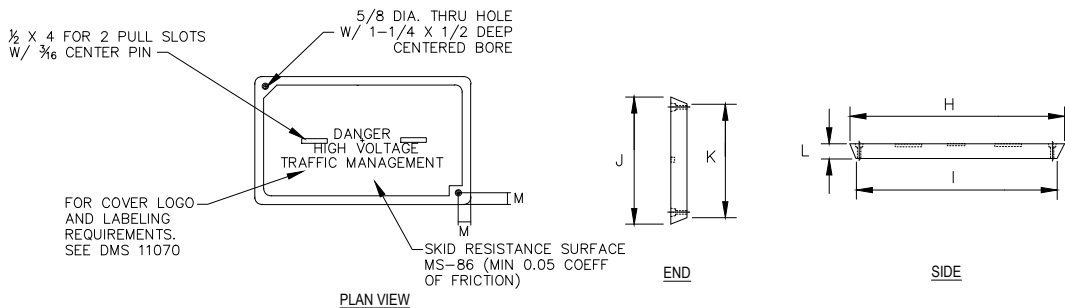
- REMOVE ALL GRAVEL AND DIRT FROM CONDUIT. CAP ALL CONDUITS PRIOR TO PLACING AGGREGATE AND SETTING GROUND BOX. PROVIDE GRADE 3S OR 4S COARSE AGGREGATE AS SHOWN ON AGGREGATE GRADATION REQUIREMENTS TABLE. ENSURE AGGREGATE BED IS IN PLACE AND AT LEAST 9 INCHES DEEP, PRIOR TO SETTING THE GROUND BOX. INSTALL GROUND BOX ON TOP OF AGGREGATE.
- CAST GROUND BOX APRONS IN PLACE. REINFORCING STEEL MAY BE FIELD BENT. ENSURE THE DEPTH OF CONCRETE FOR THE APRON EXTENDS FROM FINISHED GRADE TO THE TOP OF THE AGGREGATE BED UNDER THE BOX. GROUND BOX APRONS, INCLUDING CONCRETE AND REINFORCING STEEL, ARE SUBSIDIARY TO GROUND BOXES.
- KEEP BOLT HOLES IN THE BOX CLEAR OF DIRT. BOLT COVERS DOWN WHEN NOT WORKING IN GROUND BOXES.
- INSTALL ALL CONDUITS AND ELLS IN A NEAT AND WORKMANLIKE MANNER. UNIFORMLY SPACE CONDUITS SO GROUNDING BUSHINGS AND BELL END FITTINGS CAN EASILY BE INSTALLED.
- TEMPORARILY SEAL ALL CONDUITS IN THE GROUND BOX UNTIL CONDUCTORS ARE INSTALLED.
- PERMANENTLY SEAL CONDUITS IMMEDIATELY AFTER THE COMPLETION OF CONDUCTOR INSTALLATION AND PULL TESTS. PERMANENTLY SEAL THE ENDS OF ALL CONDUITS WITH DUCT SEAL, EXPANDABLE FOAM, OR OTHER METHOD AS APPROVED. DO NOT USE DUCT TAPE AS A PERMANENT CONDUIT SEALANT. DO NOT USE SILICONE CAULK AS A SEALANT.
- WHEN A GROUND ROD IS PRESENT IN A GROUND BOX, BOND ALL EQUIPMENT GROUNDING CONDUCTORS TOGETHER AND TO THE GROUND ROD WITH LISTED CONNECTORS.
- ALL PAVING CUT, OPEN CUT, BORES SHALL FOLLOW DSC AND CITY CODE RESTORATIONS.

NOTES:

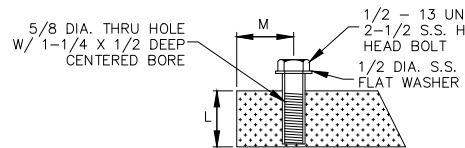
- ROUND TEST RESULTS TO NEAREST WHOLE NUMBER.
- SINGLE-SIZE GRADATION.

APRON FOR GROUND BOX

- UNIFORMLY SPACE ENDS OF CONDUITS WITHIN THE GROUND BOX. POSITION ENDS OF CONDUITS SO THAT GROUND BOX WALLS DO NOT INTERFERE WITH THE INSTALLATION OF GROUNDING BUSHINGS OR BELL END FITTINGS.
- MAINTAIN SUFFICIENT SPACE BETWEEN CONDUITS TO ALLOW FOR PROPER INSTALLATION OF BUSHING.
- PLACE AGGREGATE UNDER THE BOX, NOT IN THE BOX. AGGREGATE SHOULD NOT ENCR OACH ON THE INTERIOR VOLUME OF THE BOX.
- INSTALL A GROUNDING BUSHING ON THE UPPER END OF ALL RMC TERMINATING IN A GROUND BOX. GROUND RMC ELBOWS WHEN ANY PART OF THE ELBOW IS LESS THAN 18 IN. BELOW THE BOTTOM OF THE GROUND BOX. INSTALL A PVC BUSHING OR BELL END FITTING ON THE UPPER END OF ALL PVC CONDUITS TERMINATING IN A GROUND BOX.



GROUND BOX COVER



COVER SECURE BOLT DETAIL

| GROUND BOX COVER DIMENSIONS | | | | | | |
|-----------------------------|---------------------|--------|--------|--------|-------|-------|
| GROUND BOX TYPE | DIMENSIONS (INCHES) | | | | | |
| | H | I | J | K | L | M |
| AA | 18-1/8 | 14-5/8 | 11-1/4 | 7-3/4 | 1-3/4 | 1-3/4 |
| A, B, E | 23-1/4 | 19-3/4 | 13-3/4 | 10-1/4 | 2 | 1-3/4 |
| C, D | 30-1/2 | 26-1/2 | 17-1/2 | 13-1/2 | 2 | 2 |
| 1 | 36 | - | 24 | - | 3 | - |

| GROUND BOX DIMENSIONS | | | | | |
|-----------------------|---------------------|--------|----------|--------|--------|
| GROUND BOX TYPE | DIMENSIONS (INCHES) | | | | |
| | A | B | C | D | E |
| AA | 20-1/4 | 17-3/4 | 12 | 13-3/8 | 10-7/8 |
| A | 25 | 21-3/4 | 12 | 15-1/2 | 12-1/4 |
| B | 25 | 21-3/4 | 21-13/16 | 15-1/2 | 12-1/4 |
| C | 32-1/4 | 29-1/4 | 12 | 19-1/4 | 16-1/4 |
| D | 32-1/4 | 28-3/4 | 24 | 19-1/4 | 15-3/4 |
| E | 25 | 21-3/4 | 18 | 15-1/2 | 12-1/4 |

| AGGREGATE GRADATION REQUIREMENTS (CUMULATIVE% RETAINED) | | |
|--|--------|--------|
| SIEVE | GRADE | |
| | 3S | 4S |
| 1" | - | - |
| 7/8" | - | - |
| 3/4" | 0 | - |
| 5/8" | 0-5 | 0 |
| 1/2" | 55-85 | 0-5 |
| 3/8" | 95-100 | 60-85 |
| 1/4" | - | - |
| #4 | - | 95-100 |
| #8 | 99-100 | 98-100 |

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UTILITY LOCATOR SERVICES

| | |
|--|--|
| TEXAS 811 CITY OF EL PASO STREETS AND MAINTENANCE EL PASO WATER UTILITIES TEXAS GAS SERVICE EL PASO NATURAL GAS AT&T EL PASO ELECTRIC COMPANY SPECTRUM | 811 linespots@elpasotexas.gov 1-915-212-0118 1-915-594-5500 1-800-700-2443 1-800-334-8047 1-800-924-9420 1-800-252-1133 1-915-772-1123 |
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ENGINEER SEAL

Marvin H. Gomez
4/15/2021



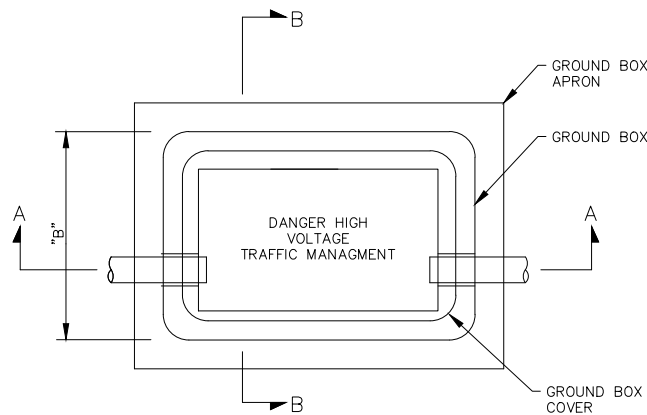
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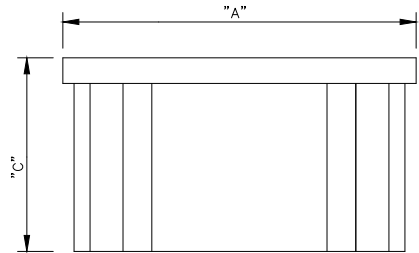
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11385 James Watt Dr., Suite B-13,
El Paso, Texas 79936
Ph: (915) 351-6701 Fax (915) 243-6010
www.integratedengineeringsolutions.com
TBP# F#15313 TBPLS F#10194278

TRAFFIC SIGNAL DESIGN
N. ZARAGOZA RD AND
HENRY BRENNAN DR

JUNCTION BOX
STANDARD DETAILS
1 OF 2
C-04.2

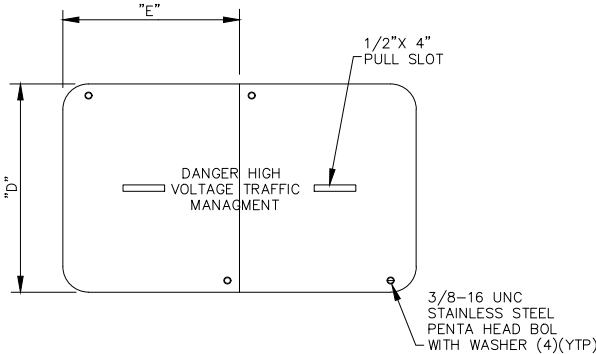


PLAN VIEW
N.T.S.

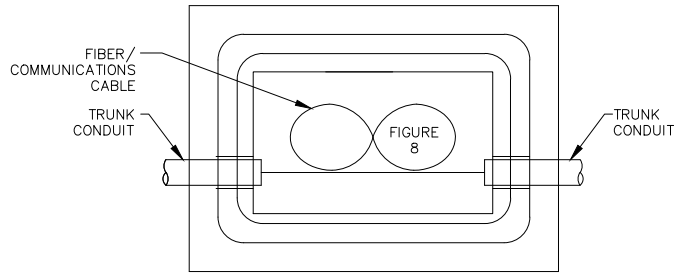


SIDEVIEW

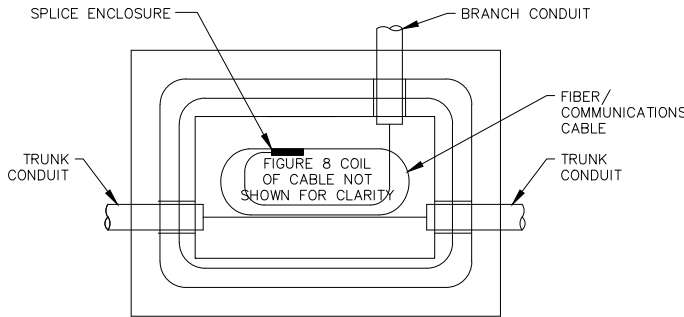
TYPICAL GROUND BOX
N.T.S.



COVER
N.T.S.



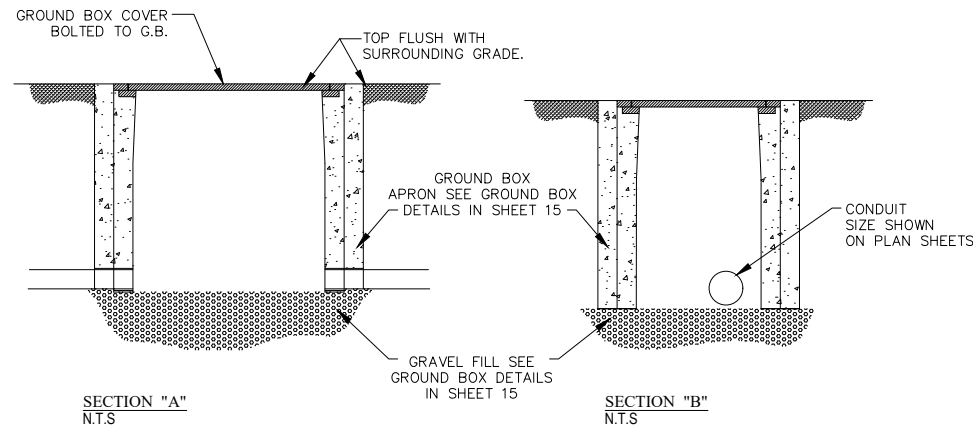
TYPICAL CABLE CONFIGURATION INSIDE GROUND BOX
N.T.S.



TY 2 GROUND BOX WITH SPLICE
N.T.S.

| GROUND BOX COVER DIMENSIONS | | | | |
|-----------------------------|---------------------|----|----|---|
| GROUND BOX TYPE | DIMENSIONS (INCHES) | | | |
| | D | E | F | G |
| 1 | 28 | 23 | 46 | 3 |
| 2 | 34 | 29 | 58 | 3 |

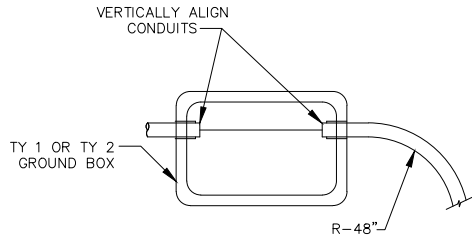
| GROUND BOX SCHEDULE | | | |
|---------------------|---------------------|---------------------|---------------------|
| GROUND BOX TYPE | "A" LENGTH (INCHES) | "B" LENGTH (INCHES) | "C" LENGTH (INCHES) |
| 1 | 48 | 30 | 48 |
| 2 | 60 | 36 | 48 |



SECTION "A"
N.T.S.

SECTION "B"
N.T.S.

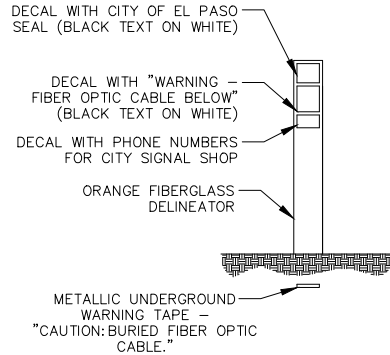
NOTES



CONDUIT BENDS
N.T.S.

NOTES

- SEE GROUND BOX DETAIL IN SHEET 15 FOR CONCRETE APRON DETAILS AND ADDITIONAL GROUND BOX REQUIREMENTS.
- CONDUIT SHOWN IS FOR EXAMPLE ONLY. ADDITIONAL CONDUITS MAY BE REQUIRED AS SHOWN ON THE PLAN SHEETS.
- GROUND BOX AND GROUND BOX COVERS SHALL BE POLYMER CONCRETE.
- TY 2 GROUND BOXES SHALL BE USED AS SHOWN ON THE PLANS WHEN SPLICE ENCLOSURES ARE REQUIRED.
- A MINIMUM BEND RADIUS OF 48" SHALL BE MAINTAINED ON ALL CONDUITS CONTAINING FIBER OPTIC CABLE. FOR COMMUNICATIONS CABLE, THE BEND RADIUS SHALL BE SIX TIMES THE CONDUIT DIAMETER.
- ALL BENDS SHALL BE FACTORY BENDS.
- CONTRACTOR SHALL ADAPT CONDUITS STUB OUTS IF REQUIRED ON THE PLAN LAYOUT SHEETS.
- ADDITIONAL CONDUIT ENTRANCES SHALL BE PROVIDED AS SHOWN ON THE PLAN LAYOUT SHEETS.
- SLACK OF 50 FEET FOR THE 12 STRAND PIG TAIL SHALL BE PROVIDED AT GROUND BOX TYPE 2 WHERE SPLICING OCCURS.



FLEXIBLE POST MARKING FIBER OPTIC CABLE LOCATION
N.T.S.

NOTES

- CONTRACTOR SHALL COORDINATE WITH THE CITY OF EL PASO STREET AND MAINTENANCE DEPARTMENT FOR INFORMATION TO BE INCLUDED ON FIBER OPTIC CABLE ROAD MARKERS.
- SPACE FIBER OPTIC CABLE ROAD MARKERS AT MAXIMUM 1000 FT. INTERVALS OR AT SIGNIFICANT CHANGES IN DIRECTION SUCH AS A 90 DEGREE TURN.

1A
C-04.3

STANDARD DETAILS

WARNING! BEFORE YOU DIG

CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UNDERGROUND/OVERHEAD IMPROVEMENTS IN PROJECT AREA

UTILITY LOCATOR SERVICES

| | |
|--------------------------|---------------------------|
| TEXAS 811 | 811 |
| CITY OF EL PASO | linespots@elpasotexas.gov |
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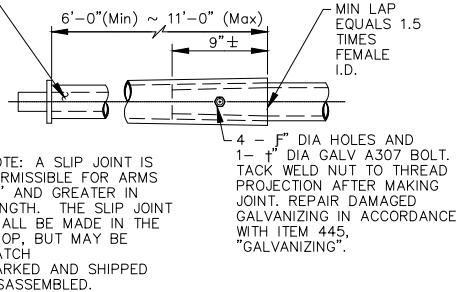
JUNCTION BOX
STANDARD DETAILS
2 OF 2
C-04.3

| ARM LENGTH | ROUND POLES | | | | | POLYGONAL POLES | | | | | FOUNDATION TYPE |
|------------|----------------|-----------------|-----------------|-----------------|-------|-----------------|-----------------|-----------------|-----------------|-------|-----------------|
| | D _B | D ₁₉ | D ₂₄ | D ₃₀ | ① THK | D _B | D ₁₉ | D ₂₄ | D ₃₀ | ① THK | |
| FT | IN. | IN. | IN. | IN. | IN. | IN. | IN. | IN. | IN. | IN. | |
| 20 | 10.5 | 7.8 | 7.1 | 6.3 | .179 | 11.5 | 8.5 | 7.7 | 6.8 | .179 | 30-A |
| 25 | 11.5 | 8.8 | 8.1 | 7.3 | .179 | 12.5 | 9.5 | 8.7 | 7.8 | .179 | 30-A |
| 30 | 12.5 | 9.8 | 9.1 | 8.3 | .179 | 12.0 | 9.0 | 8.2 | 7.3 | .239 | 30-A |
| 35 | 12.0 | 9.3 | 8.6 | 7.8 | .239 | 12.5 | 9.5 | 8.7 | 7.8 | .239 | 30-A |
| 40 | 12.0 | 9.3 | 8.6 | 7.8 | .239 | 13.5 | 10.5 | 9.7 | 8.8 | .239 | 36-A |
| 48 | 13.0 | 10.3 | 9.6 | 8.8 | .239 | 15.0 | 12.0 | 11.2 | 10.3 | .239 | 36-A |

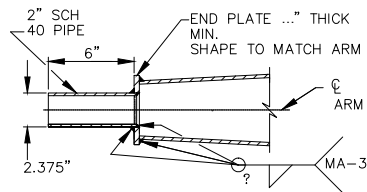
| ARM LENGTH | ROUND ARMS | | | | | POLYGONAL ARMS | | | | |
|------------|----------------|----------------|----------------|-------|--------|----------------|----------------|------------------|-------|--------|
| | L ₁ | D ₁ | D ₂ | ① THK | RISE | L ₁ | D ₁ | ② D ₂ | ① THK | RISE |
| FT | ft. | in. | in. | in. | | ft. | in. | in. | in. | |
| 20 | 19.1 | 6.5 | 3.8 | .179 | 1'-9" | 19.1 | 7.0 | 3.5 | .179 | 1'-8" |
| 25 | 27.1 | 8.0 | 4.2 | .179 | 1'-11" | 27.1 | 8.0 | 3.5 | .179 | 1'-10" |
| 30 | 31.0 | 9.0 | 4.7 | .179 | 2'-1" | 31.0 | 9.0 | 3.5 | .179 | 2'-0" |
| 35 | 35.0 | 9.5 | 4.6 | .179 | 2'-4" | 35.0 | 10.0 | 3.5 | .179 | 2'-1" |
| 40 | 39.0 | 9.5 | 4.1 | .239 | 2'-8" | 39.0 | 9.5 | 3.5 | .239 | 2'-3" |
| 48 | 47.0 | 10.5 | 4.1 | .239 | 3'-4" | 47.0 | 11.0 | 3.5 | .239 | 2'-9" |

D_B = POLE BASE O.D.
D₁₉ = POLE TOP O.D. WITH NO LUMINAIRE AND NO ILSN
D₂₄ = POLE TOP O.D. WITH ILSN W/OUT LUMINAIRE
D₃₀ = POLE TOP O.D. WITH LUMINAIRE
D₁ = ARM BASE O.D.
① THICKNESS SHOWN ARE MINIMUMS, THICKER MATERIALS MAY BE USED.
② D₂ MAY BE INCREASED BY UP TO 1" FOR POLYGONAL ARMS.

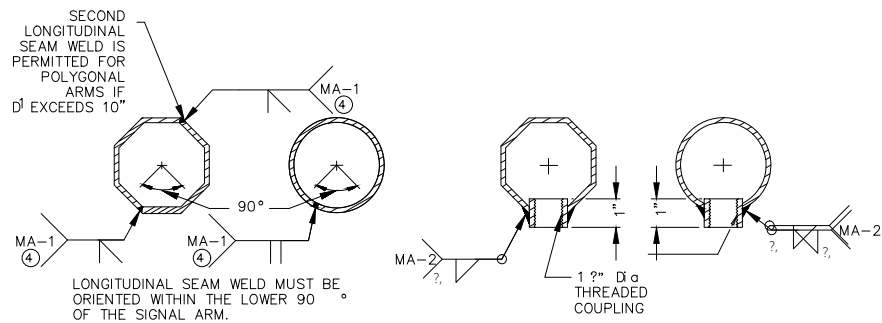
.179" THICKNESS IS PERMISSIBLE FOR TIP SECTION



SLIP JOINT DETAIL



TENON DETAIL



ARM WELD DETAIL

ARM COUPLING DETAILS

STRUCTURE ASSEMBLY

STAINLESS STEEL BANDS (OR CABLES) AND CAST BRACKET AS IN "ASTRO-BRAC", "SKY BRACKET" OR "EASY BRACKET" WITH 1" DIA THREADED COUPLING.

BRACKET ASSEMBLY

VIBRATION WARNING

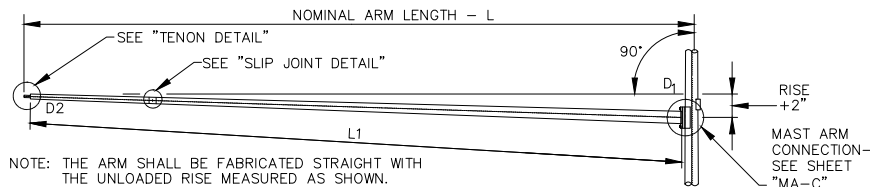
MAST ARMS OF SMA AND DMA STRUCTURES AND CLAMP-ON ARMS OF LMA STRUCTURES OF APPROXIMATELY 40 FT OR LONGER ARE SUBJECT TO HARMONIC VERTICAL VIBRATIONS IN LIGHT WIND CONDITIONS DUE TO THE AEROLASTIC CHARACTERISTICS OF A FEW OF THE MYRIADS OF POSSIBLE COMBINATIONS OF THE FOLLOWING: SIGNAL NUMBERS, WEIGHTS AND POSITIONS; EXISTENCE/SOLIDITY OF BACKPLATES; PRESENCE OF ADDITIONAL ATTACHMENTS TO THE ARM, SUCH AS SIGNS AND CAMERAS; ARM-WIND ORIENTATION; AND ARM-POLE STIFFNESS.

SUCH VIBRATIONS MAY CAUSE FATIGUE DAMAGE TO THE STRUCTURE AND MAY LEAD TO GALLOPING IN MODERATE WIND CONDITIONS WHICH MAY FURTHER DAMAGE THE STRUCTURE AND ALARM THE PUBLIC. TESTS HAVE INDICATED THAT WHEN WIND IS BLOWING TOWARD THE BACK SIDE OF SIGNAL HEADS HAVING UN-VENTED BACKPLATES ATTACHED THE PROBABILITY OF UNACCEPTABLE HARMONIC VIBRATION AND/OR GALLOPING IS RATHER HIGH.

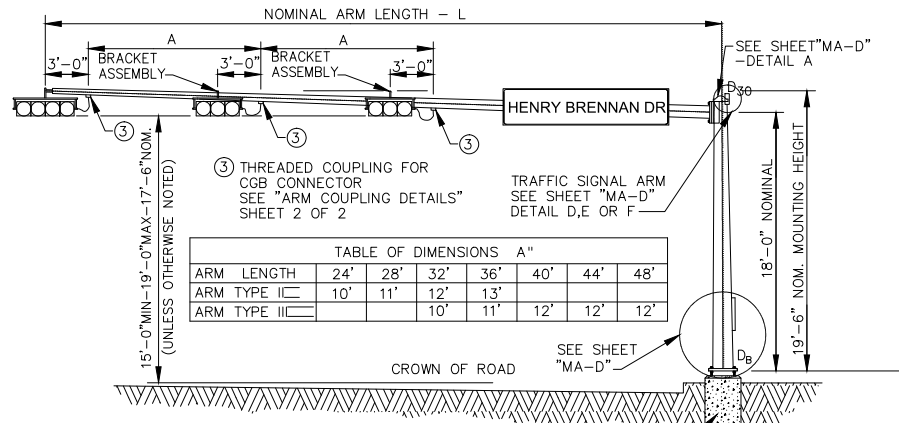
IF BACKPLATES ARE NOT REQUIRED FOR IMPROVED VISIBILITY THEY SHOULD NOT BE APPLIED TO THE SIGNAL HEADS OR, IF THEY MUST BE APPLIED, THEY SHOULD BE VENTED AS A FIRST AND INEXPENSIVE MEASURE TO MITIGATE VIBRATIONS.

THE TRAFFIC SIGNAL MAST ARMS SHALL BE VISUALLY INSPECTED IN 5 TO 20 MPH WIND CONDITIONS AFTER INSTALLATION OF SIGNAL HEADS AND ANY ATTACHMENTS, INCLUDING ANY REQUIRED BACKPLATES. IF VERTICAL MOVEMENTS WITH A TOTAL EXCURSION (MAXIMUM UPWARD EXCURSION TO MAXIMUM DOWNWARD EXCURSION) OF MORE THAN APPROXIMATELY 8" ARE OBSERVED AT THE ARM TIP, A DAMPING PLATE SHALL BE FITTED TO THE ARM. SEE "DAMPING PLATE MOUNTING DETAILS" ON STANDARD SHEET, MA-DPD-10.

THIS VISUAL INSPECTION SHALL BE REPEATED AFTER EACH MODIFICATION OF THE STRUCTURE THAT COULD AFFECT ITS AEROLASTIC RESPONSE. EXCESSIVE VIBRATIONS SHALL NOT BE ALLOWED TO CONTINUE FOR MORE THAN TWO DAYS.



TRAFFIC SIGNAL ARM
(FIXED MOUNT)



| TABLE OF DIMENSIONS A" | | | | | | |
|------------------------|-----|-----|-----|-----|-----|-----|
| ARM LENGTH | 24' | 28' | 32' | 36' | 40' | 44' |
| ARM TYPE I | 10' | 11' | 12' | 13' | 12' | 12' |
| ARM TYPE II | | | 10' | 11' | 12' | 12' |

DESIGN CONFORMS TO 1994 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS AND INTERIM SPECIFICATIONS THERETO. DESIGN WIND SPEED EQUALS 80 MPH PLUS A 1.3 GUST FACTOR.

SEE STANDARD SHEET "MA-D" FOR POLE DETAILS, "MA-C" FOR TRAFFIC SIGNAL ARM CONNECTION DETAILS, "MA-C (ILSN)" FOR INTERNALLY LIGHTED STREET NAME SIGN ARM CONNECTION DETAILS, "LUM-A" FOR LUMINAIRE ARM AND CONNECTION DETAILS, "SNS" FOR INTERNALLY LIGHTED STREET NAME SIGN DETAILS, AND "TS-FD" FOR ANCHOR BOLT AND FOUNDATION DETAILS. SEE "MA-C" FOR MATERIAL SPECIFICATIONS.

FABRICATION SHALL BE IN ACCORDANCE WITH ITEM 686, "TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL)" AND WITH THE DETAILS, DIMENSIONS, AND WELD PROCEDURES SHOWN HEREIN. WELD REFERENCES CALL FOR PREAPPROVED WELD PROCEDURES WHICH THE FABRICATOR MUST OBTAIN PRIOR TO FABRICATION. MATERIALS, FABRICATION TOLERANCES, AND SHIPPING PRACTICES SHALL MEET THE REQUIREMENTS OF THIS SHEET AND ITEM 686, "TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL)".

UNLESS OTHERWISE NOTED, ALL PARTS SHALL BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING", AFTER FABRICATION.

DEVIATION FROM THE DETAILS AND DIMENSIONS SHOWN HEREIN REQUIRE SUBMISSION OF SHOP DRAWINGS IN ACCORDANCE WITH ITEM 441, "STEEL STRUCTURES". ALTERNATE DESIGNS ARE NOT ACCEPTABLE.

SHIPPING PARTS LIST

SHIP EACH POLE WITH THE FOLLOWING ATTACHED: ENLARGED HAND HOLE, POLE CAP, FIXED-ARM CONNECTION BOLTS AND WASHERS AND ANY ADDITIONAL HARDWARE LISTED IN THE TABLE.

| NOMINAL ARM LENGTH | 30' POLES WITH LUMINAIRE | | 24' POLES WITH ILSN | | 19' POLES WITH NO LUMINAIRE AND NO ILSN | |
|--------------------|--|----------|---|----------|---|----------|
| | ABOVE HARDWARE PLUS: ONE (OR TWO IF ILSN ATTACHED) SMALL HAND HOLE, CLAMP-ON SIMPLEX | | ABOVE HARDWARE PLUS ONE SMALL HAND HOLE | | SEE NOTE ABOVE | |
| FT | DESIGNATION | QUANTITY | DESIGNATION | QUANTITY | DESIGNATION | QUANTITY |
| 20 | 20L-80 | | 20S-80 | | 20-80 | |
| 25 | 25L-80 | | 25S-80 | | 25-80 | 1 |
| 30 | 30L-80 | | 30S-80 | | 30-80 | |
| 35 | 35L-80 | | 35S-80 | | 35-80 | |
| 40 | 40L-80 | | 40S-80 | | 40-80 | |
| 48 | 48L-80 | | 48S-80 | | 48-80 | |

TRAFFIC SIGNAL ARMS (1 PER POLE)

SHIP EACH ARM WITH THE LISTED EQUIPMENT ATTACHED

| NOMINAL ARM LENGTH | TYPE I ARM (1 SIGNAL) | | TYPE II ARM (2 SIGNALS) | | TYPE III ARM (3 SIGNALS) | |
|--------------------|-----------------------|----------|---|----------|---|----------|
| | 1 CGB CONNECTOR | | 1 BRACKET ASSEMBLY AND 2 CGB CONNECTORS | | 2 BRACKET ASSEMBLIES AND 3 CGB CONNECTORS | |
| FT | DESIGNATION | QUANTITY | DESIGNATION | QUANTITY | DESIGNATION | QUANTITY |
| 20 | 20I-80 | | | | | |
| 25 | 25I-80 | | 25II-80 | 1 | | |
| 30 | | | 30II-80 | | 30III-80 | |
| 35 | | | 35II-80 | | 35III-80 | |
| 40 | | | | | 40III-80 | |
| 48 | | | | | 48III-80 | |

LUMINAIRE ARMS (1 PER 30' POLE)

| NOMINAL ARM LENGTH | QUANTITY |
|--------------------|----------|
| 8' ARM | |

ILSN ARM (MAX. 2 PER POLE) SHIP WITH CLAMPS, BOLTS AND WASHERS

| NOMINAL ARM LENGTH | QUANTITY |
|--------------------|----------|
| 7' ARM | NA |
| 9' ARM | NA |

ANCHOR BOLT ASSEMBLIES (1 PER POLE)

| ANCHOR BOLT CIRCLE | ANCHOR BOLT DIAMETER | ANCHOR BOLT LENGTH | QUANTITY | EACH ANCHOR BOLT ASSEMBLY CONSISTS OF THE FOLLOWING: TOP AND BOTTOM TEMPLATES, 4 ANCHOR BOLTS, 8 NUTS, 8 FLAT WASHERS, AND 4 NUT ANCHOR DEVICES (TYPE 2) PER STANDARD DRAWING "TS-FD". TEMPLATES MAY BE REMOVED FOR SHIPMENT. |
|--------------------|----------------------|--------------------|----------|---|
| 16" | 1-1/2" | 3'-4" | 1 | |
| 19" | 1-3/4" | 3'-10" | | |
| 21" | 2" | 4'-3" | | |

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ZARAGOZA RD. AND

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MAST ARM

STANDARD DETAILS

1 OF 3

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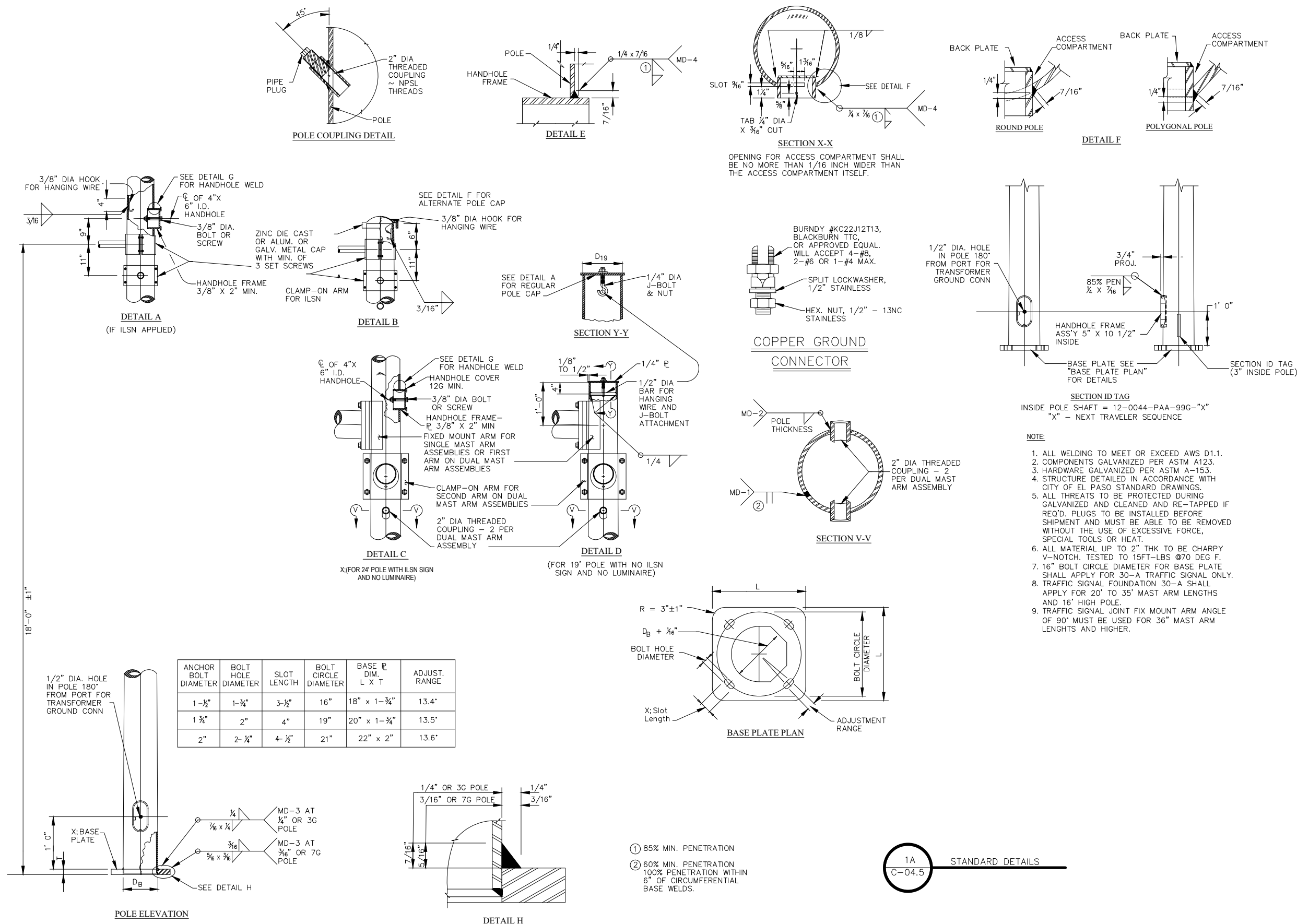
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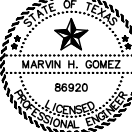
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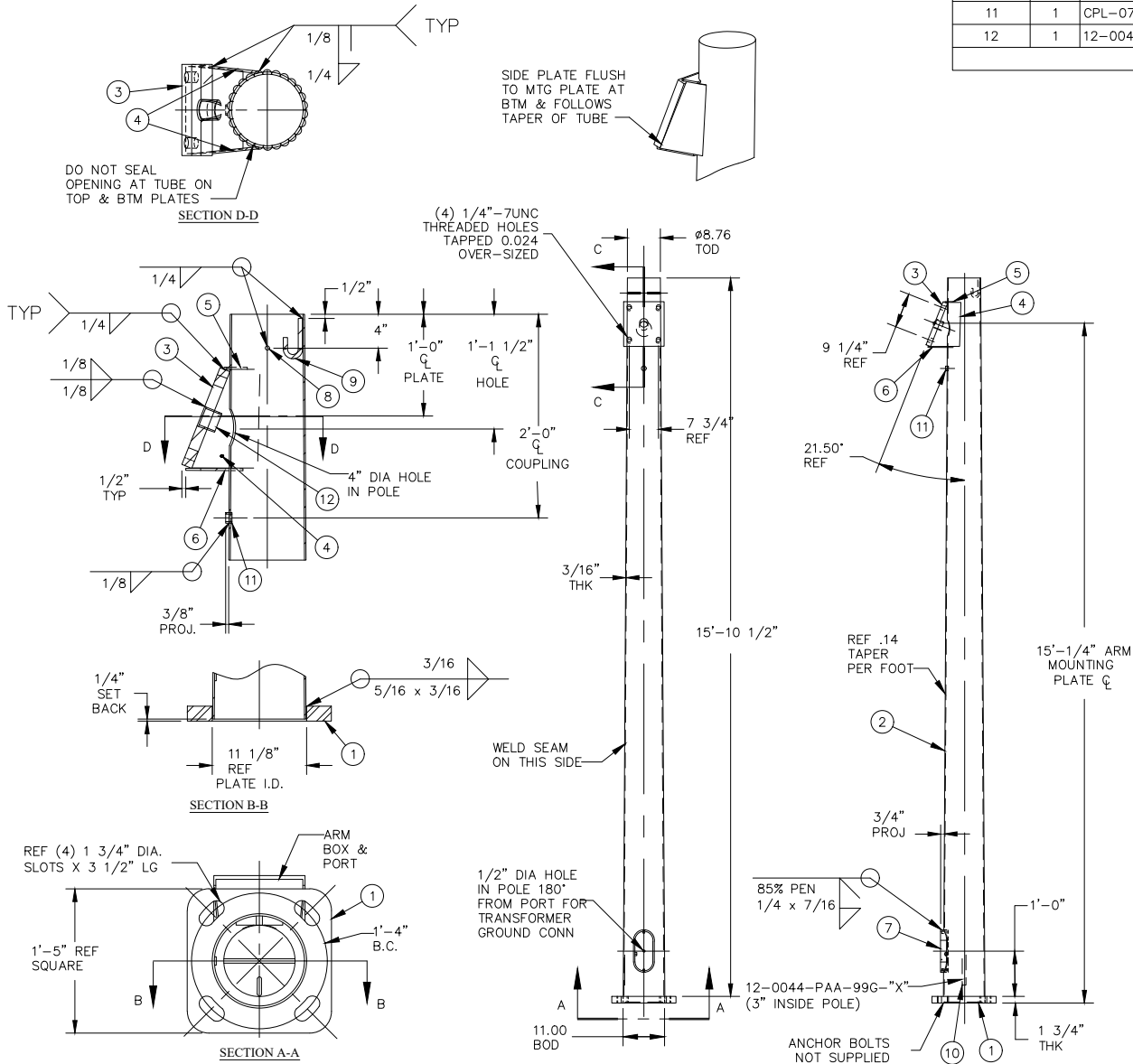
TRAFFIC SIGNAL DESIGN
N. ZARAGOZA RD AND
HENRY BRENNAN DR

MAST ARM
STANDARD DETAILS
3 OF 3
C-04.6

| ITEM NO. | QTY. | PART NUMBER | DESCRIPTION | MATERIAL | WT EA. | EXT. WT. |
|--------------|------|-----------------|--|-----------|--------|----------|
| 1 | 1 | 12-0044-BPL-99 | BASE PLATE 1 3/4" THK X 1'-5" X 1'-5" | A572-GR50 | 81.88 | 81.88 |
| 2 | 1 | 12-0044-PSA-99G | ROUND SHAFT 3/16" THK X 11.00" BOD X 8.76" TOD X 16'-0" LG | A572-GR65 | 311.53 | 311.53 |
| 3 | 1 | 12-0044-PCP-99 | POLE ARM PLATE 1 1/4" THK X 10 3/4" X 1'-1/4" | A572-GR50 | 43.31 | 43.31 |
| 4 | 2 | 12-0044-GPL-99 | POLE SIDE PLATE 1/4" THK X 8 1/16" X 11 5/8" LG | A572-GR50 | 4.64 | 9.28 |
| 5 | 1 | 12-0044-GPL-97 | POLE TOP PLATE 1/4" THK X 2 3/4" X 10" LG | A572-GR50 | 1.11 | 1.11 |
| 6 | 1 | 12-0044-GPL-97 | POLE BTM PLATE 1/4" THK X 6 3/4" X 10 1/4" LG | A572-GR50 | 4.17 | 4.17 |
| 7 | 1 | 12-0044-HHA-99G | HANDOLE FRAME ASS'Y 5" X 10 1/2" INSIDE | A572-GR65 | 5.82 | 5.82 |
| 8 | 1 | 12-0044-PTD-99 | ROD 1/2" DIA X 8 3/8" LG | A36 | 0.48 | 0.48 |
| 9 | 1 | JHK-01G | J-HOOK 1/2" DIA BAR | A36 | 0.44 | 0.44 |
| 10 | 1 | SID-01G | SECTION ID TAG | A36 | 0 | 0 |
| 11 | 1 | CPL-07G | 1/2" NPT PIPE HALF COUPLING | A197 | 0 | 0 |
| 12 | 1 | 12-0044-PPE-99 | 2" SCH 40 (.1540) PIPE X 2" LG | A197 | 0.62 | 0.62 |
| TOTAL WEIGHT | | | | | 458.64 | |

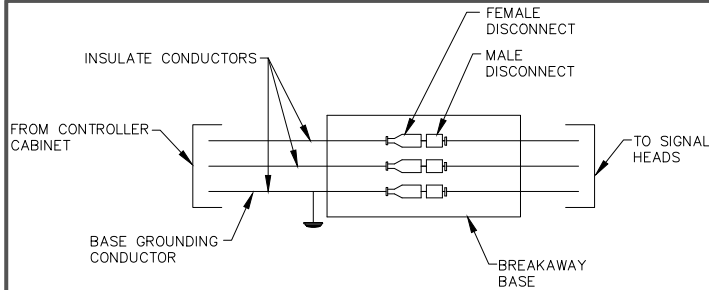
SECTION ID TAG
INSIDE POLE SHAFT= 12-0044-PAA-99G-"X"
"X" - NEXT TRAVELER SEQUENCE

- NOTE:
- ALL WELDING TO MEET OR EXCEED AWS D1.1.
 - COMPONENTS GALVANIZED PER ASTM A123.
 - HARDWARE GALVANIZED PER ASTM A-153.
 - STRUCTURE DETAILED IN ACCORDANCE WITH CITY OF EL PASO STANDARD DRAWINGS.
 - ALL THREADS TO BE PROTECTED DURING GALVANIZING, CLEANED AND RE-TAPPED IF REQ'D. PLUGS TO BE INSTALLED BEFORE SHIPMENT AND MUST BE ABLE TO BE REMOVED WHITEOUT THE USE OF EXCESSIVE FORCE, SPECIAL TOOLS OR HEAT.
 - ALL MATERIAL UP TO 2" THK TO BE CHARPY V-NOTCH TESTED TO 15 FT-LBS @ 70 DEG. F.
 - 16" BOLT CIRCLE DIAMETER FOR BASE PLATE SHALL APPLY FOR 30-A TRAFFIC SIGNAL FOUNDATION ONLY.
 - TRAFFIC SIGNAL FOUNDATION 30-A SHALL APPLY FOR 20' TO 35' MAST ARM LENGTHS AND 16" HIGH POLE.
 - TRAFFIC SIGNAL JOINT FIXED MOUNT ARM ANGLE OF 90 DEGREES MUST BE USED FOR 35' MAST ARM LENGTHS AND HIGHER.



1A
C-04.6

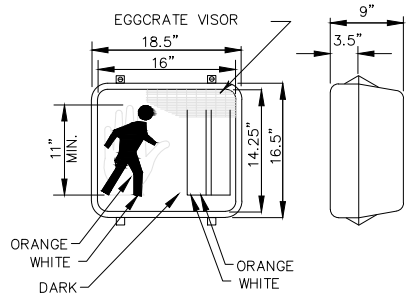
STANDARD DETAILS



BREAKAWAY ELECTRICAL CONNECTORS
NTS

NOTES

1. PROVIDE NO-FUSED WATER TIGHT BREAKAWAY ELECTRICAL CONNECTOR FOR BREAKAWAY POLES. (BUSSMAN HET, LITTLE FUSE LET, FERRAS - SHAW - MUT FEBIN, OR APPROVED EQUAL.
2. TYPICAL FOR ALL ELECTRICAL CONDUCTORS IN A BREAKAWAY BASE.

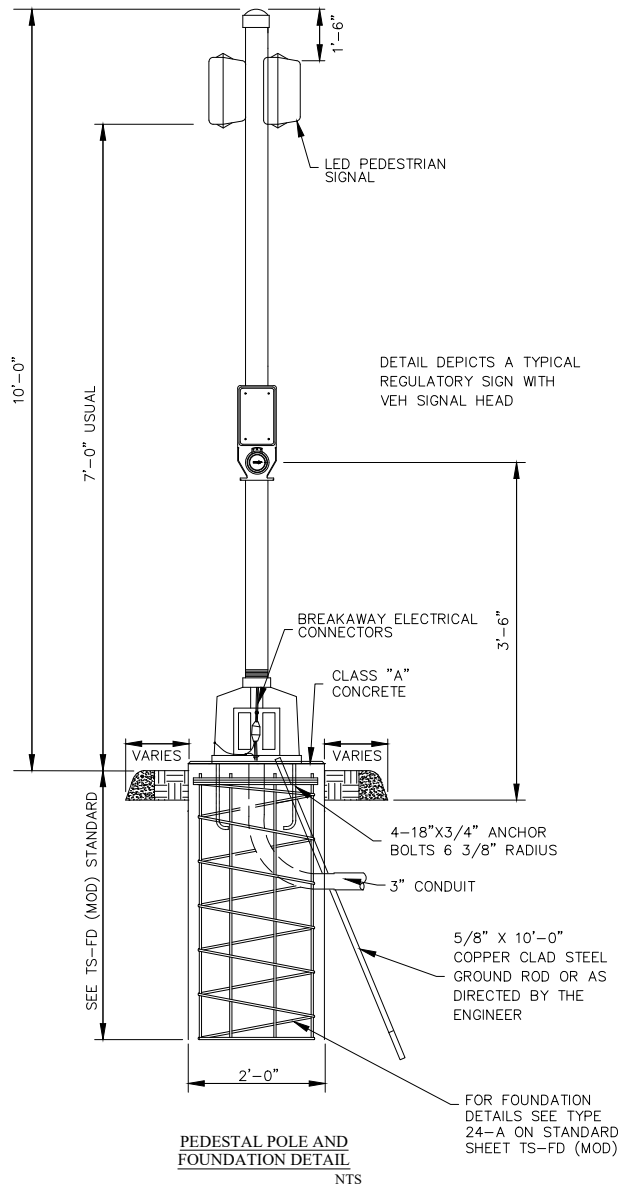


NOTE:
PEDESTRIAN SIGNAL HEADS SHALL BE EQUIPPED WITH EGGRATE VISORS AND SHALL COMPLY WITH MATERIAL SPECIFICATION TO-7062. BOTH SYMBOLIC PEDESTRIAN SIGNAL INDICATIONS SHALL BE SOLID. OUTLINED INDICATIONS ARE NOT ACCEPTABLE.

COUNTDOWN PEDESTRIAN
SIGNAL HEAD
NTS

NOTES

1. ALL SIGNAL HEADS SHALL BE OF THE SAME MANUFACTURER AND ALL OF THESE SHALL BE INTERCHANGEABLE WITH OTHER UNITS OF THE SAME TYPE.
2. PUSH BUTTON AND SIGN SHALL BE INSTALLED IN FRONT OF THE TRAFFIC SIGNAL POLE OR PEDESTRIAN POLE IN THE DIRECTIONAL PATH OF PEDESTRIANS.
3. ACCESSIBLE PEDESTRIAN SIGNAL PUSH BUTTON SHALL COMPLY WITH THE MUTCD.
4. THE COMBINATION PUSH BUTTON AND SIGN IS SHOWN AS AN EXAMPLE. SIGNS AND BUTTONS OF OTHER DESIGNS MAY BE USED WITH APPROVAL BY THE ENGINEER.
5. REFER TO SPECIFICATIONS FOR LATERAL AND VERTICAL CLEARANCES AND SIGN MOUNTING DETAILS.
6. PER CITY OF EL PASO STANDARDS, THE DISTANCE FROM THE PUSH BUTTON TO THE LANDING SHALL NOT EXCEED 16 INCHES.
7. ALL APS UNITS SHALL BE DELIVERED TO CITY OF EL PASO STREETS AND MAINTENANCE DEPARTMENT FOR VOICE PROGRAMMING.



PEDESTAL POLE AND
FOUNDATION DETAIL
NTS

GENERAL NOTES

1.

| SIGN SUPPORT | # OF POST | MAX. SIGN AREA |
|--------------|-----------|----------------|
| 10 BWG | 1 | 16 SF |
| 10 BWG | 2 | 32 SF |
| Sch 80 | 1 | 32 SF |
| Sch 80 | 2 | 64 SF |

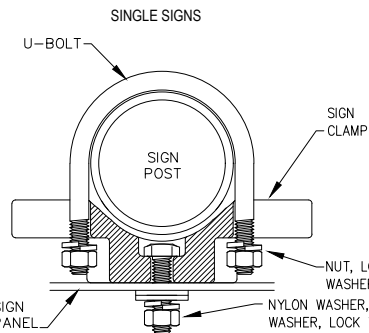
2. THE ENGINEER MAY REQUIRED THAT A SCHEDULE 80 POST BE USED IN PLACE OF A 10 BWG WHERE A SIGN HEIGHT IS ABNORMALLY HIGH DUE TO A FILL SLOPE.
3. SIGN SUPPORTS SHALL NOT BE SPLICED EXCEPT WHERE SHOWN. SIGN SUPPORT POSTS SHALL NOT BE SPLICED.
4. ALUMINUM SIGN BLANKS SHALL CONFORM TO DEPARTMENT MATERIAL SPECIFICATIONS DMS- 7110 AND SHALL HAVE THE FOLLOWING MINIMUM THICKNESSES: 0.080 FOR SIGNS LESS THAN 7.5 SQ. FT., 0.100 FOR SIGNS 7.5 TO 15 SQ. FT., AND 0.125 FOR SIGNS GREATER THAN 15 SQ. FT.
5. FOR HORIZONTAL RECTANGULAR SIGNS FABRICATED FROM FLAT ALUMINUM. T - BRACKETS ARE USED FOR SIGNS 24 INCHES OR LESS IN HEIGHT. U - BRACKETS ARE USED FOR SIGNS OF GREATER HEIGHT.
6. WHEN TWO RECTANGULAR SLIPBASE SUPPORTS ARE USED TO SUPPORT A SINGLE SIGN. THEY SHALL NOT BE "RIGIDLY"CONNECTED TO EACH OTHER EXCEPT THROUGH THE SIGN PANEL. THIS WILL ALLOW EACH SUPPORT TO ACT INDEPENDENTLY WHEN IMPACTED BY AN ERRANT VEHICLE.
7. EXCESS PIPE OR WINDBEAM SHALL BE CUT OFF SO THAT IT DOES NOT EXTEND BEYOND THE SIGN PANEL (I.E. EXCESS SUPPORT SHALL NOT BE VISIBLE WHEN THE SIGN IS VIEWED FROM THE FRONT.) REPAIR GALVANIZED COATING AT CUT SUPPORT ENDS PER ITEM 445, "GALVANIZING."
8. ADDITIONAL ROUTE MARKERS MAY BE ADDED VERTICALLY, PROVIDED THE TOTAL SIGN AREA DOES NOT EXCEED THE MAXIMUM ALLOWABLE AMOUNT PER NOTE 1.
9. POST OPEN ENDS SHALL BE FITTED WITH FRICTION CAPS.
10. SIGN BLANKS SHALL BE THE SIZES AND SHAPES SHOWN ON THE PLANS.

SIGNS SHALL BE MOUNTED USING THE FOLLOWING CONDITION THAT RESULTS IN THE GREATEST SIGN ELEVATION:

1. A MINIMUM OF 7 TO A MAXIMUM OF 7.5 FEET ABOVE THE EDGE OF THE TRAVEL LANE OR
2. A MINIMUM OF 7 TO A MAXIMUM OF 7.5 FEET ABOVE THE GRADE AT THE BASE OF THE SUPPORT WHEN SIGN IS INSTALLED ON THE BACKSLOPE.

THE MAXIMUM VALUES MAY BE INCREASED WHEN DIRECTED BY THE ENGINEER.

WHEN A SUPPLEMENTAL PLAQUE OR SECONDARY SIGN IS USED, THE 7 FT. SIGN HEIGHT IS MEASURED TO THE BOTTOM OF THE SUPPLEMENTAL PLAQUE OR SECONDARY SIGN.

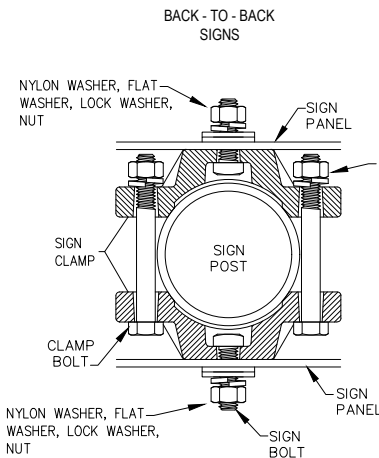


BOLTS USED TO MOUNT SIGN PANELS TO THE CLAMP

ARE 5/16-18 UNC GALVANIZED SQUARE HEAD WITH NUT, NYLON WASHER, FLAT WASHER AND LOCK WASHER. THE BOLT LENGTH IS 1 INCH FOR ALUMINUM.

WHEN TWO SIGN CLAMPS ARE USED TO MOUNT SIGNS BACK-TO-BACK, USE A 5/16-18 UNC GALVANIZED HEX HEAD PER ASTM A307 WITH NUT AND HELICAL-SPRING LOCK WASHER. THE APPROXIMATE BOLT LENGTHS FOR VARIOUS POST SIZES AND SIGN CLAMP TYPES ARE GIVEN IN THE TABLE AT RIGHT. THE BOLT LENGTH MAY NEED TO BE ADJUSTED DEPENDING UPON FIELD CONDITIONS.

SIGN CLAMPS MAY BE EITHER THE SPECIFIC SIZE CLAMP OR THE UNIVERSAL CLAMP.



| PIPE DIAMETER | APPROXIMATE BOLT LENGTH | |
|----------------|-------------------------|-----------------|
| | SPECIFIC CLAMP | UNIVERSAL CLAMP |
| 2" NOMINAL | 3" | 3 OR 3 1/2" |
| 2 1/2" NOMINAL | 3 or 3 1/2" | 3 1/2 OR 4" |
| 3" NOMINAL | 3 1/2 OR 4" | 4 1/2" |

TYPICAL SIGN ATTACHMENT DETAIL

WARNING!
BEFORE YOU DIG
CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UNDERGROUND/OVERHEAD IMPROVEMENTS IN PROJECT AREA

UTILITY LOCATOR SERVICES

TEXAS 811
CITY OF EL PASO
STREETS AND MAINTENANCE
EL PASO WATER UTILITIES
TEXAS GAS SERVICE
EL PASO NATURAL GAS
AT&T
EL PASO ELECTRIC COMPANY
SPECTRUM

811
linespots@elpasotexas.gov
1-915-212-0118
1-915-594-5500
1-800-700-2443
1-800-334-8047
1-800-924-9420
1-800-252-1133
1-915-772-1123

NOTES

GENERAL NOTES

WARNING!

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, WHETHER INDICATED ON THE DRAWINGS OR NOT, TO VERIFY THE LOCATION, DEPTH, AND CONDITION OF ALL EXISTING UTILITIES AND SUBSTRUCTURES AND PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL CONTACT ALL THE UTILITY COMPANIES AND CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION.



STREETS AND MAINTENANCE
CITY OF EL PASO

7968 SAN PAULO DRIVE
EL PASO, TEXAS 79907
TELE. 915.212.0118
FAX. 915.212.0119

ENGINEER SEAL

Marvin H. Gomez
4/15/2021
MARVIN H. GOMEZ
P.E. No. 86920
LICENSED ENGINEER

"THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARVIN H. GOMEZ, P.E. No. 86920 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT"



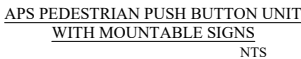
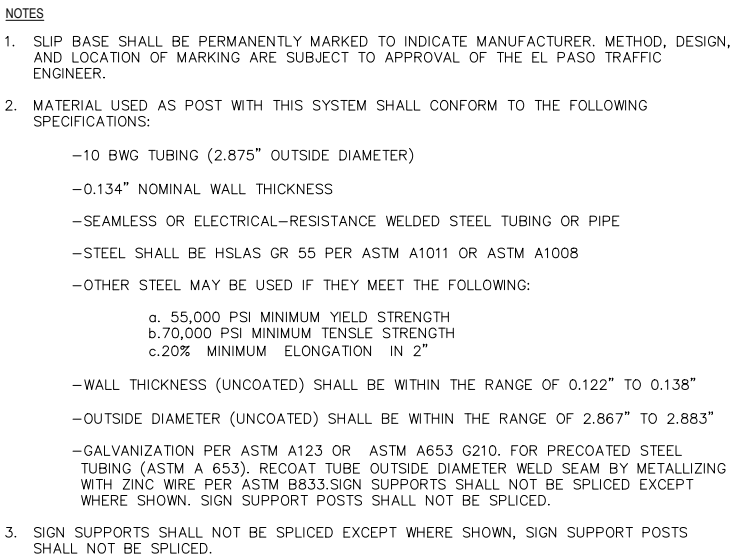
GRV INTEGRATED ENGINEERING SOLUTIONS LLC
11385 James Watt Dr., Suite B-13,
El Paso, Texas 79936
Ph: (915) 351-6701 Fax (915) 243-6010
www.integratedengineeringsolutions.com
TBP# F#15313 TBPLS F#10194278

TRAFFIC SIGNAL DESIGN
N. ZARAGOZA RD AND
HENRY BRENNAN DR

PEDESTRIAN POLE
STANDARD DETAILS
1 OF 2
C-04.8

1A
C-04.8

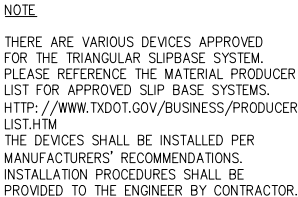
STANDARD DETAILS






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TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS

| SUMMARY OF SIGNS | | |
|--|-------|---|
| INTERSECTION | | |
|  LEFT | 5"X7" | |
|  RIGHT | 5"X7" | |
|  BOTH | 5"X7" | 5 |

WARNING!
BEFORE YOU DIG

CONTRACTOR SHALL FIELD LOCATE ALL
EXISTING UNDERGROUND/OVERHEAD
IMPROVEMENTS IN PROJECT AREA

UTILITY LOCATOR SERVICES

| TEXAS B11 | 811 |
|--------------------------|---------------------------|
| CITY OF EL PASO | linespots@elpasotexas.gov |
| STREETS AND MAINTENANCE | 1-915-212-0118 |
| EL PASO WATER UTILITIES | 1-915-594-5500 |
| TEXAS GAS SERVICE | 1-800-700-2443 |
| EL PASO NATURAL GAS | 1-800-334-8047 |
| AT&T | 1-800-924-9420 |
| EL PASO ELECTRIC COMPANY | 1-800-252-1133 |
| SPECTRUM | 1-915-772-1123 |

NOTES

GENERAL NOTES

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7968 SAN PAULO DRIVE
EL PASO, TEXAS 79907
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FAX. 915.212.0119

ENGINEER FEA

ENGINEER SEAL

Mani K. Kalyan

4/15/2021

STATE OF
CALIFORNIA
WARREN H. GOMEZ
86920
LICENSED PROFESSIONAL ENGINEER

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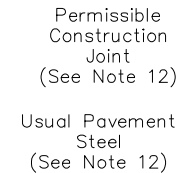


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TBPE F#15313 TBPLS F#10194278

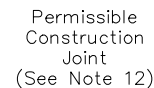
TRAFFIC SIGNAL DESIGN
N. ZARAGOZA RD AND
HENRY BRENNAN DR

PEDESTRIAN POLE
STANDARD DETAILS
2 OF 2
C-04.9

DISCLAIMER:
The use of
TxDOT assur



TYPE I CURB (MONOLITHIC)
2" - 4" HEIGHT



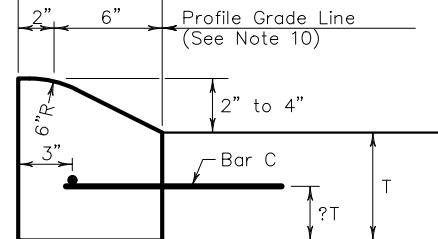
TYPE II CURB (MONOLITHIC)
5" - 5 3/4" HEIGHT



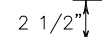
TYPE III CURB (KEYED)
2" - 4" HEIGHT



TYPE IV CURB (KEYED)
5" - 5 3/4" HEIGHT



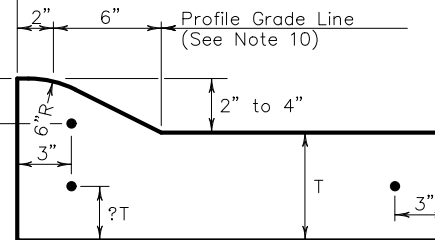
TYPE I CURB
2" - 4" HEIGHT



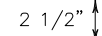
TYPE II CURB
5" - 5 3/4" HEIGHT



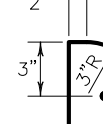
TYPE IIa CURB
5" - 5 3/4" HEIGHT



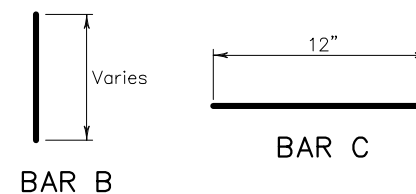
TYPE I CURB AND GUTTER
2" - 4" HEIGHT



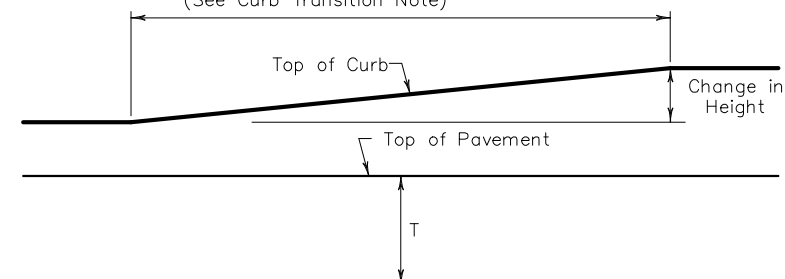
TYPE II CURB AND GUTTER
5" - 5 3/4" HEIGHT



TYPE IIa CURB AND GUTTER
5" - 5 3/4" HEIGHT



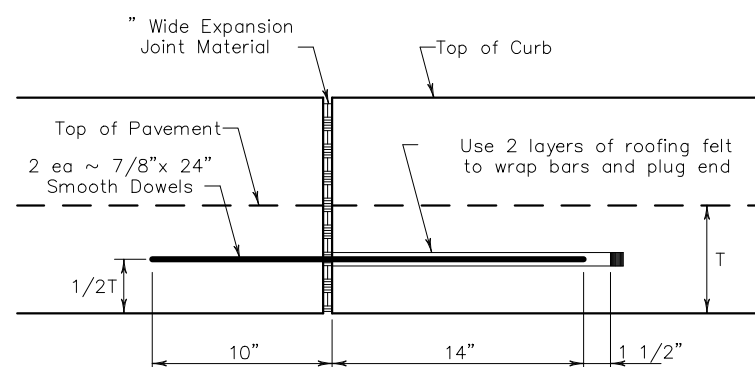
Curb Transition Note:
Field conditions may require a longer or shorter transition, and shall be shown elsewhere in the plans, or as directed by the Engineer.



CURB TRANSITION
Note: To be paid for as Highest Curb

General Notes

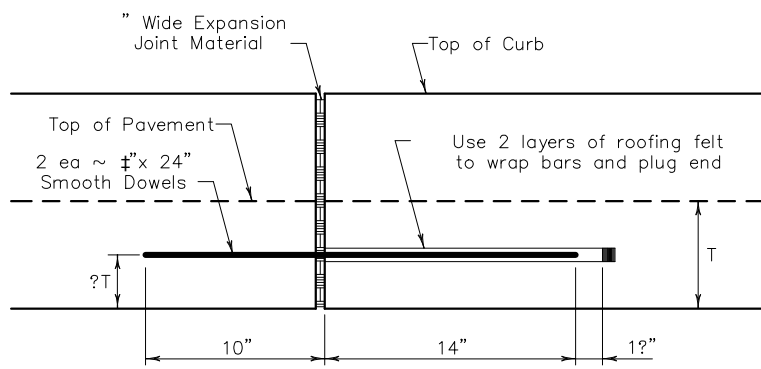
1. All materials and construction shall be in accordance with Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."
2. Concrete shall be Class A.
3. When reinforcing bars are used, they shall be No.4 unless otherwise shown. The use of synthetic fiber in lieu of steel reinforcing is acceptable, provided the fiber producer is on the Department Producer List (MPL), maintained by TxDOT, Construction Division.
4. Round exposed sharp edges with a rounding tool, to a minimum radius of .inch.
5. All existing curbs and driveways to be removed shall be sawed or removed at existing joints.
6. Where concrete curb is placed on existing concrete pavement, the pavement shall be drilled and the reinforcing bars grouted in place.
7. Expansion and contraction joints shall be constructed to match pavement joints in all curbs and curb and gutter adjacent to jointed concrete pavement. Where placement of curb or curb and gutter is not adjacent to concrete pavement, expansion joints shall be provided at structures, curb returns at streets, and at locations directed by The Engineer.
8. Vertical and horizontal dowel bars and transverse reinforcing bars shall be placed at four feet C~C.
9. Dimension 'T' shown is the thickness of concrete pavement. When curb is installed adjacent to flexible pavement dimension 'T' is 8" maximum.
10. Usual profile grade line. Refer to typical sections and plan~profile sheets for exact locations.
11. One-half inch expansion joint material shall be provided where curb or curb and gutter is adjacent to sidewalk or riprap.
12. When vertical permissible construction joints are used, resulting in a longitudinal construction joint in the pavement, the longitudinal pavement steel shall be placed in accordance with pavement details shown elsewhere in the plans for longitudinal construction joints. Reinforcing steel for curb section shall then conform to that required for concrete curb.



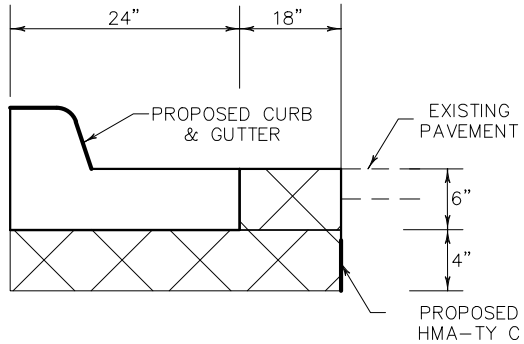
EXPANSION JOINT DETAIL

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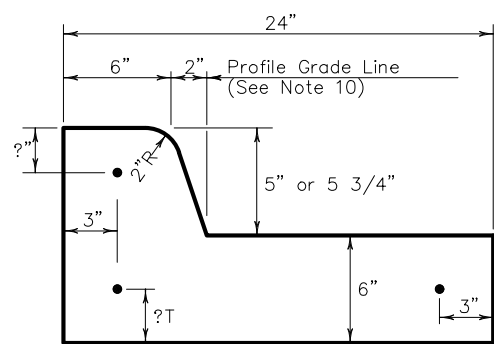
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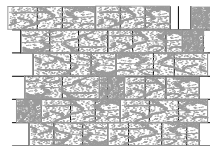
EXPANSION JOINT DETAIL



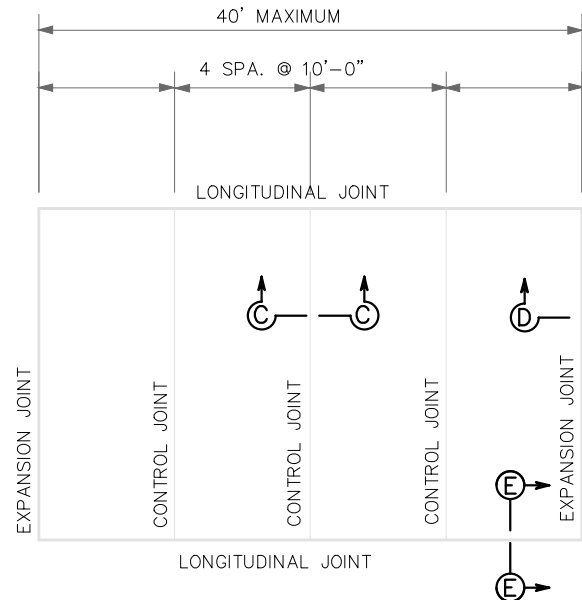
TYPICAL CURB AND GUTTER
INSTALLATION



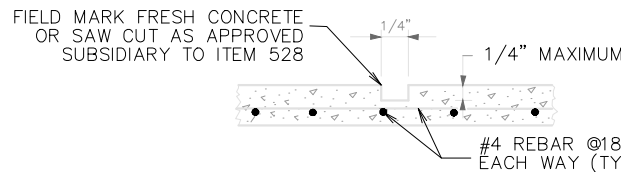
TYPE II CURB AND GUTTER
5" - 5 1/2" HEIGHT



COLORED TEXTURED CONCRETE
PATTERN: LONDON COBBLE STONE
COLORS: "SLATE GREEN AND DESERT TAN"

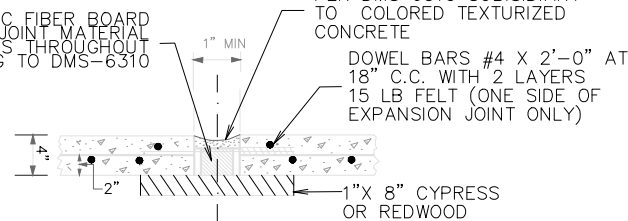


4" COLORED TEXTURED CONCRETE JOINT DIAGRAM

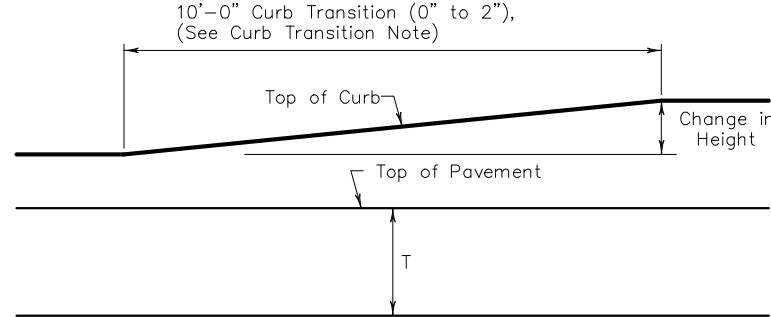


SECTION C-C
CONTROL JOINT

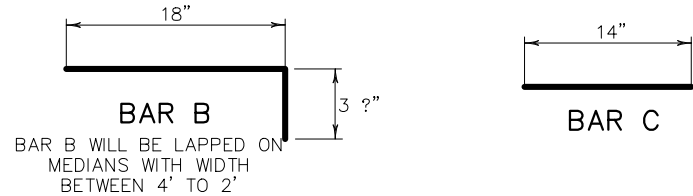
1" ASPHALTIC FIBER BOARD
EXPANSION JOINT MATERIAL
CONTINUOUS THROUGHOUT
CONFORMING TO DMS-6310



SECTION D-D
EXPANSION JOINT

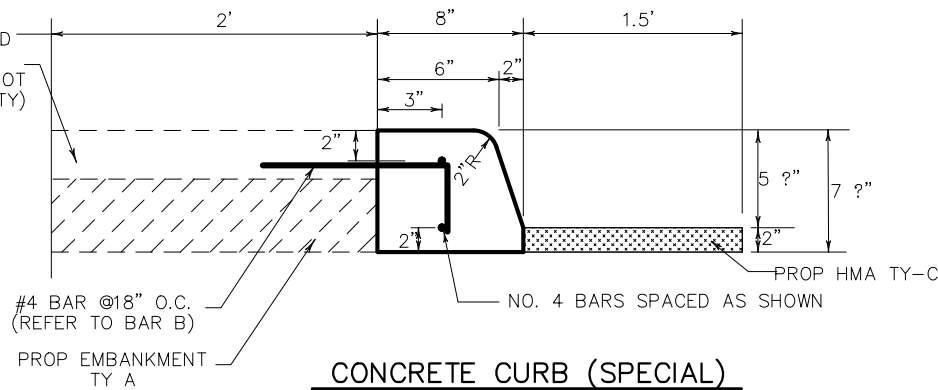


CURB TRANSITION
Note: To be paid for as Highest Curb

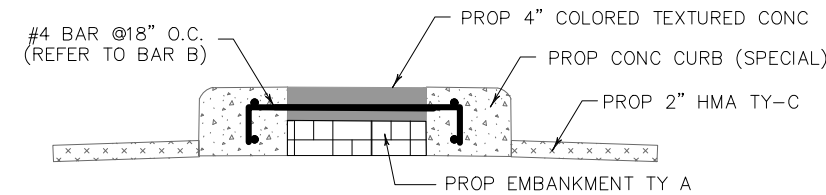


BAR B WILL BE LAPPED ON
MEDIAN WITH WIDTH
BETWEEN 4' TO 2'

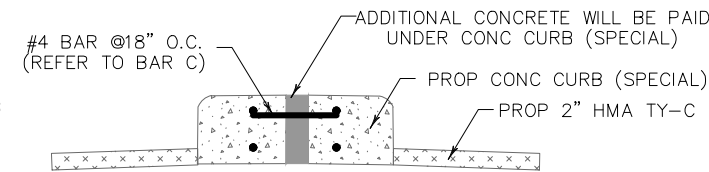
PROP 4" COLORED
TEXTURED CONC
(REINFORCEMENT NOT
SHOWN FOR CLARITY)



CONCRETE CURB (SPECIAL)



CURB DETAIL (MEDIAN WIDTH 4' TO 2')



CURB DETAIL (MEDIAN WIDTH= 2')


Colored Textured Concrete Notes:

1. Prepare existing subgrade and embankment material 4" below top of curb.
2. Use class "A" concrete for colored textured concrete.
3. Install patterns per manufacturer's specifications. Orient patter to median center line. Use colored textured concrete pattern shown or as directed.
4. Place control, longitudinal & expansion joints as shown or directed. Materials and labor are subsidiary to item 528.
5. See general notes for colored concrete pattern and color dedicated for the project area. Refer to "Median Layout" sheets for colored concrete location, quantity and pay items.
6. See "Median Layout" sheets for colored concrete, and loose aggregate layout, pay items and quantities. Refer to general notes for additional information.

General Notes

1. All materials and construction shall be in accordance with Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."
2. Concrete shall be Class A.
3. When reinforcing bars are used, they shall be No.4 unless otherwise shown. The use of synthetic fiber in lieu of steel reinforcing is acceptable, provided the fiber producer is on the Department Producer List (MPL), maintained by TxDOT, Construction Division.
4. Round exposed sharp edges with a rounding tool, to a minimum radius of 1/4 inch.
5. All existing curbs and driveways to be removed shall be sawed or removed at existing joints.
6. Where concrete curb is placed on existing concrete pavement, the pavement shall be drilled and the reinforcing bars grouted in place.
7. Expansion and contraction joints shall be constructed to match pavement joints in all curbs and curb and gutter adjacent to jointed concrete pavement. Where placement of curb or curb and gutter is not adjacent to concrete pavement, expansion joints shall be provided at structures, curb returns at streets, and at locations directed by The Engineer.
8. Vertical and horizontal dowel bars and transverse reinforcing bars shall be placed at four feet C~C.
9. Dimension 'T' shown is the thickness of concrete pavement. When curb is installed adjacent to flexible pavement dimension 'T' is 8" maximum.
10. Usual profile grade line. Refer to typical sections and plan-profile sheets for exact locations.
11. One-half inch expansion joint material shall be provided where curb or curb and gutter is adjacent to sidewalk or riprap.
12. When vertical permissible construction joints are used, resulting in a longitudinal construction joint in the pavement, the longitudinal pavement steel shall be placed in accordance with pavement details shown elsewhere in the plans for longitudinal construction joints. Reinforcing steel for curb section shall then conform to that required for concrete curb.

SCALE: N.T.S.



Design
Division
Standard

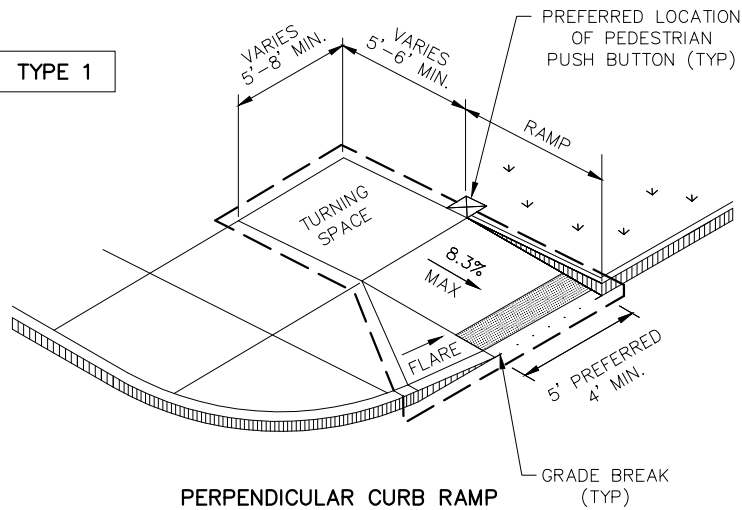
CONCRETE CURB AND
CURB AND GUTTER
(CCCG-12 MOD) 2 OF 2

| | | | | |
|-------------------|-----------|--------|--------|---------|
| FILE: cccg12.dgn | DN: TxDOT | CK: AM | DW: VP | CK: VP |
| ©TxDOT: 1995 | CONT | SECT | JOB | HIGHWAY |
| UPDATED 2012 - VP | DIST | COUNTY | S | 138 |

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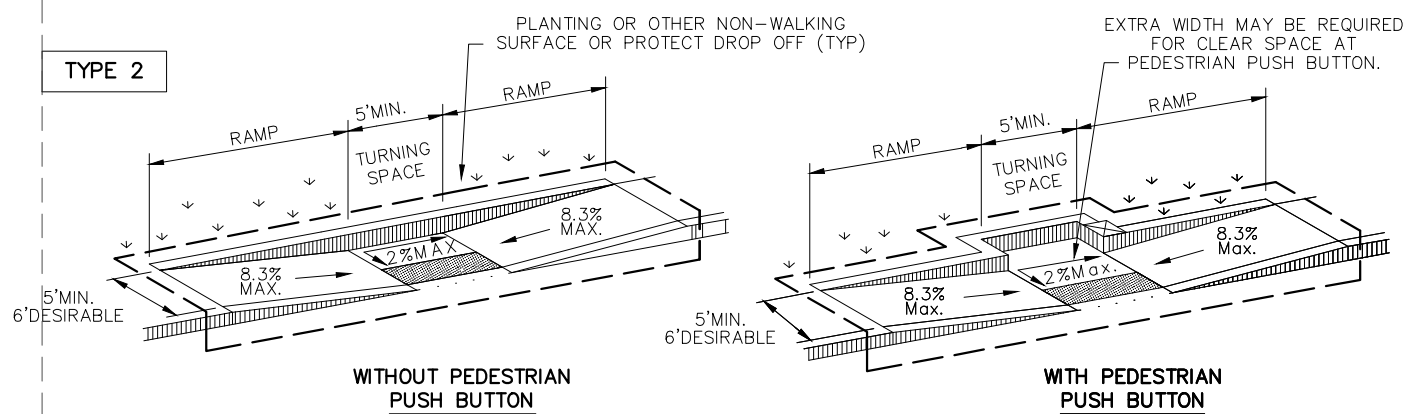
DATE: _____
FILE: _____

TYPE 1



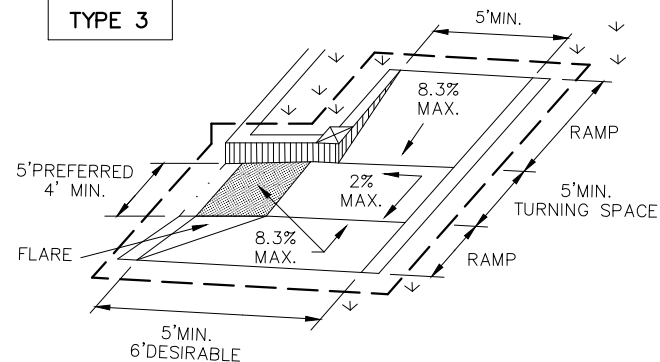
PERPENDICULAR CURB RAMP

TYPE 2



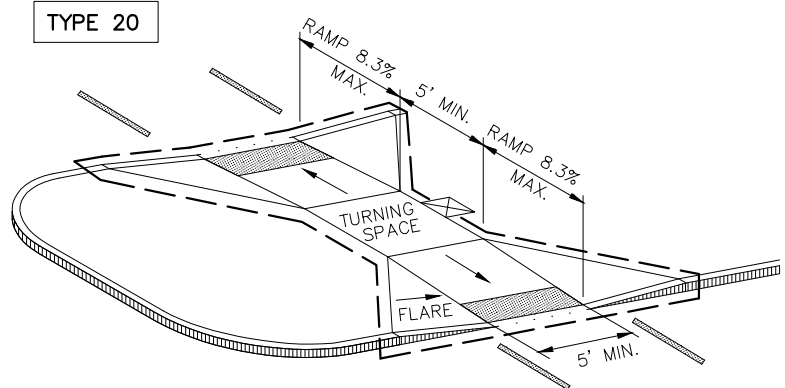
PARALLEL CURB RAMP

TYPE 3



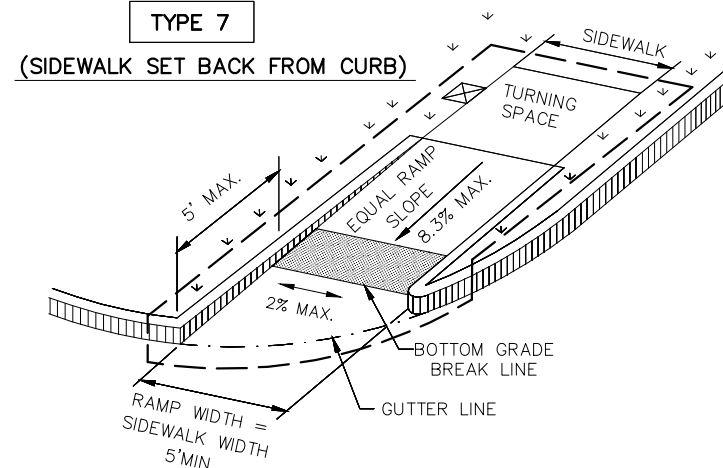
COMBINATION CURB RAMPS

TYPE 20

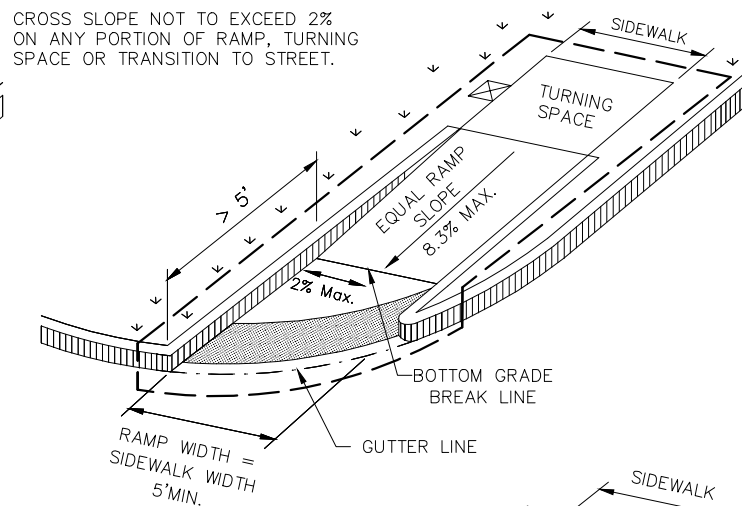


CURB RAMPS AT MEDIAN ISLANDS

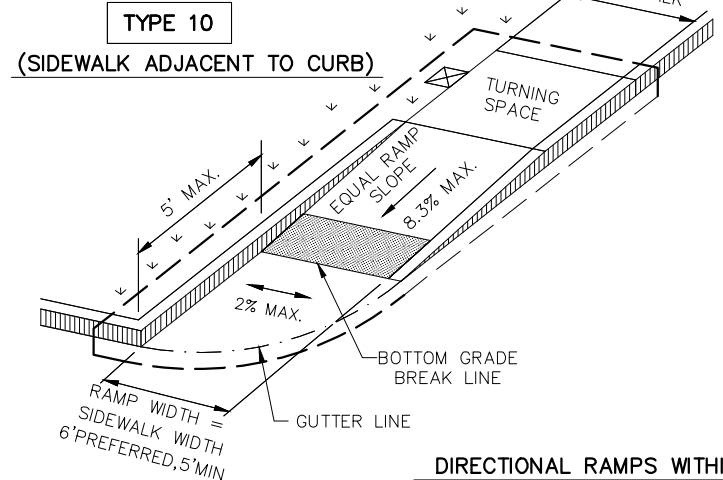
TYPE 7



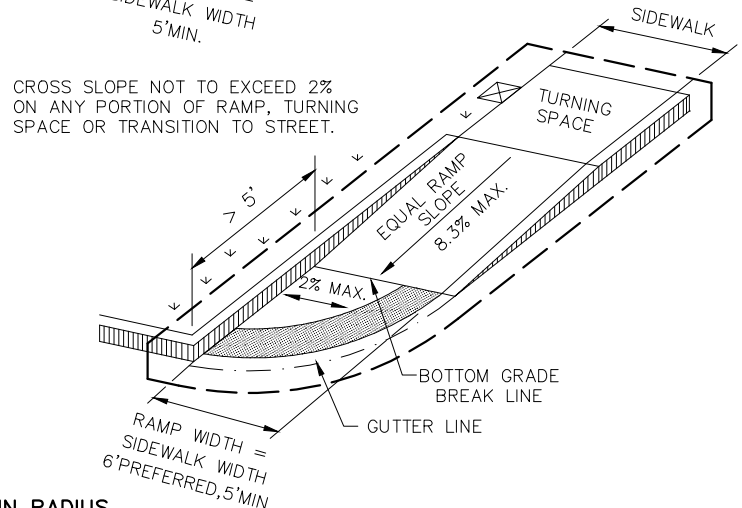
(SIDEWALK SET BACK FROM CURB)



TYPE 10

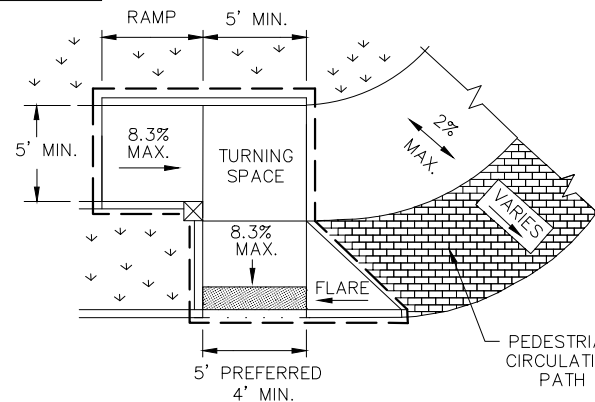


(SIDEWALK ADJACENT TO CURB)

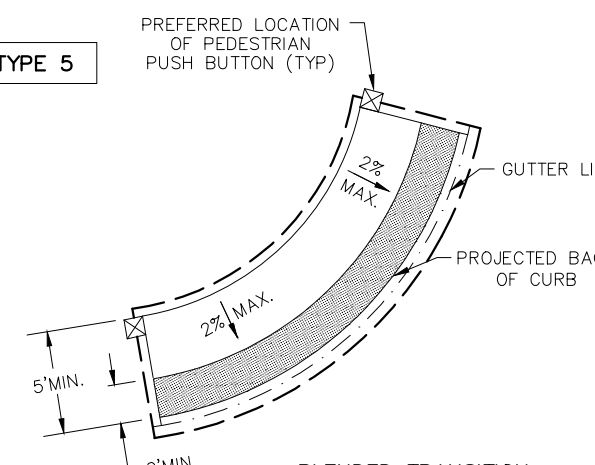


DIRECTIONAL RAMPS WITHIN RADIUS

TYPE 6

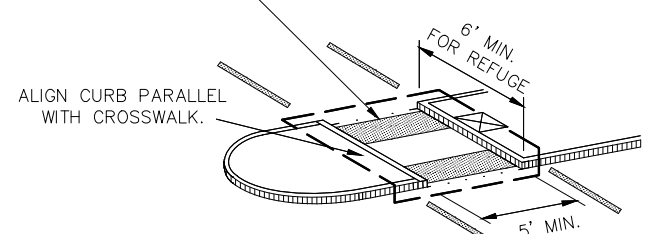


TYPE 5



BLENDED TRANSITION
(FLUSH LANDING)

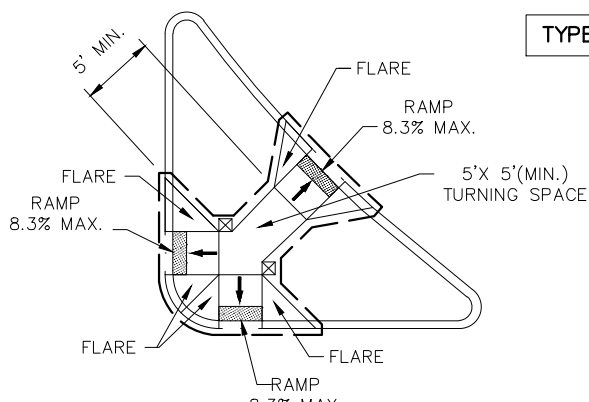
INSTALL DETECTABLE WARNING SURFACE AT EACH END OF THE CUT-THROUGH RAMP WITH A MINIMUM 2' USUAL SIDEWALK SURFACE BETWEEN. IF MEDIAN IS LESS THAN 6' WIDE, ELIMINATE DETECTABLE WARNING SURFACES.



NOTE: CURB DETAILS ARE SHOWN ELSEWHERE IN THE PLANS.

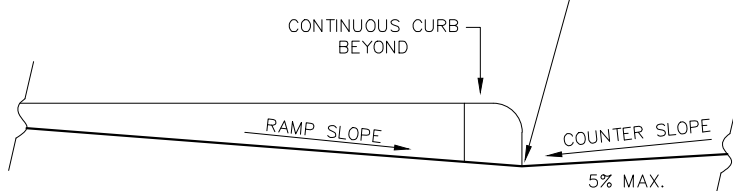
TYPE 21

TYPE 22



COMBINATION ISLAND RAMPS

BOTTOM GRADE BREAK OF CURB RAMP WILL NORMALLY BE AT GUTTER LINE. SURFACE SLOPES AT GRADE BREAKS SHALL BE FLUSH.



TYPICAL SECTION OF PERPENDICULAR CURB RAMP AT CONNECTION TO ROADWAY

NOTES / LEGEND:

SEE GENERAL NOTES ON SHEET 2 OF 4 FOR MORE INFORMATION.

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH.



GUTTER LINE



DETECTABLE WARNING SURFACE



GRADE BREAK



DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON IF APPLICABLE.



RAMP LIMITS OF PAYMENT



Design
Division
Standard

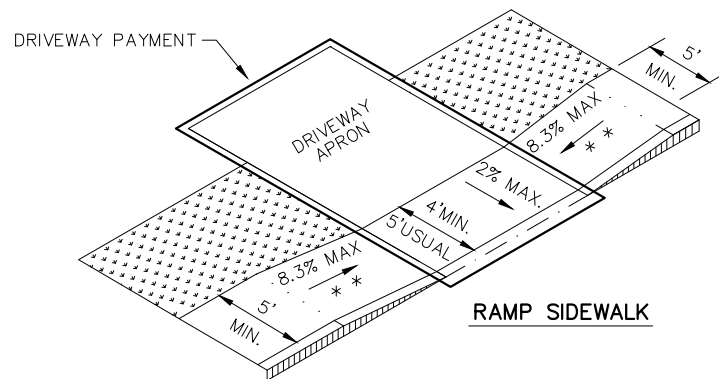
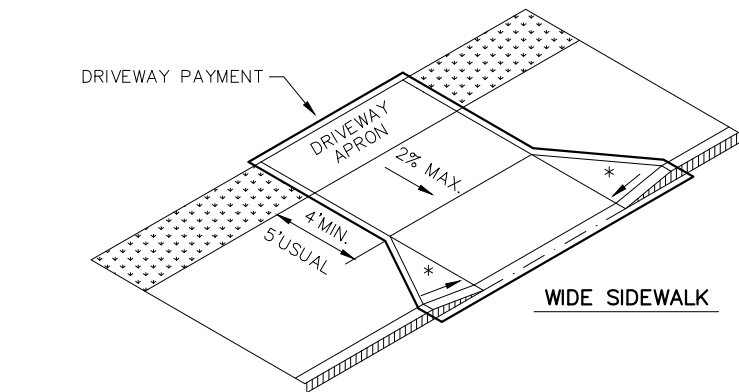
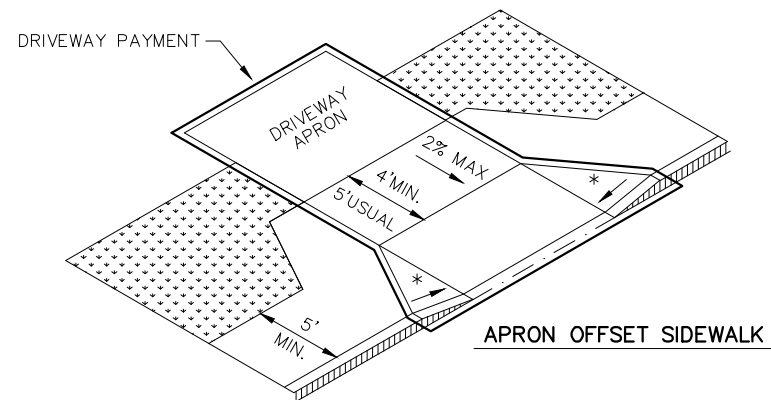
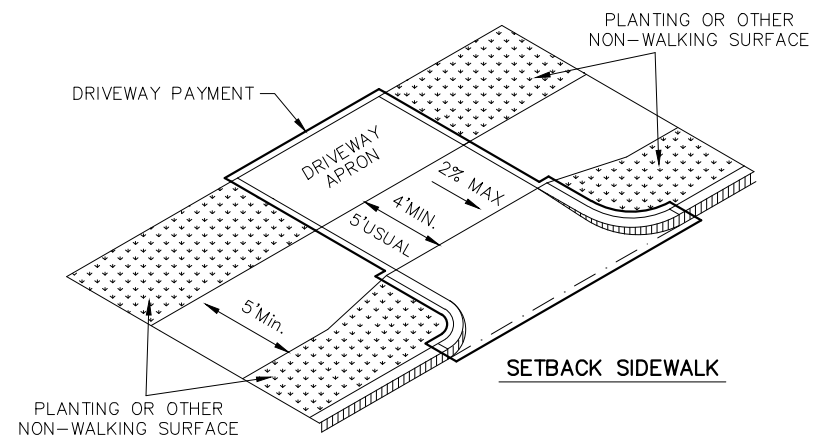
PEDESTRIAN FACILITIES
CURB RAMPS
(PED-18) 1 OF 3

| | | | | |
|----------------------|-----------|--------|--------|-------------|
| FILE: ped18 | DN: TxDOT | DW: VP | CK: KM | CK: PK & JG |
| © TxDOT: MARCH, 2002 | CONT | SECT | JOB | HIGHWAY |
| REVISED 08, 2005 | REVISIONS | | | |
| REVISED 06, 2012 | | | | |
| REVISED 01, 2018 | | | | |
| DIST | COUNTY | | | SHEET |
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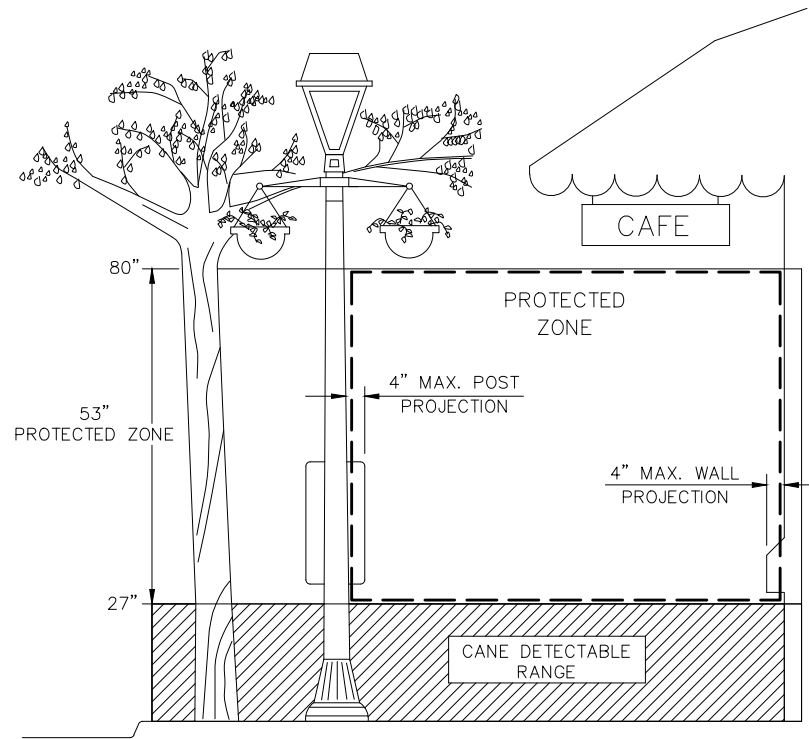
DATE:
FILE:

SIDEWALK TREATMENT AT DRIVEWAYS



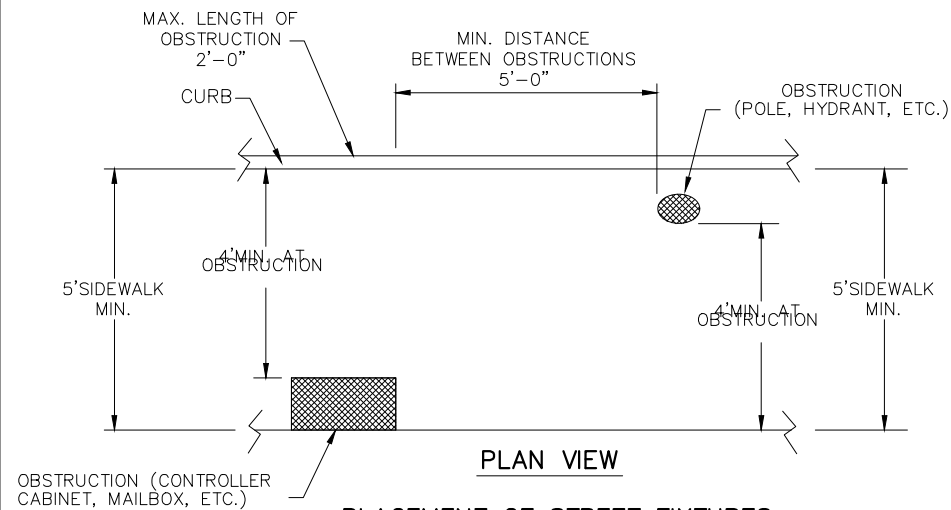
NOTES:

- * WHERE DRIVEWAYS CROSS THE PEDESTRIAN ROUTE, SIDES SHALL BE FLARED AT 10% MAX SLOPE.
- * * IF CURB HEIGHT IS GREATER THAN 6 INCHES, USE GRADE LESS THAN OR EQUAL TO 5%. HANDRAIL AND DETECTABLE WARNING ARE NOT REQUIRED.



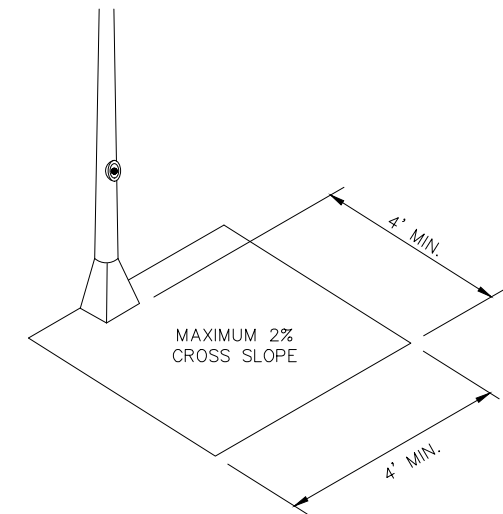
PROTECTED ZONE

NOTE: IN PEDESTRIAN CIRCULATION AREA, MAXIMUM 4" PROJECTION FOR POST OR WALL MOUNTED OBJECTS BETWEEN 27" AND 80" ABOVE THE SURFACE.

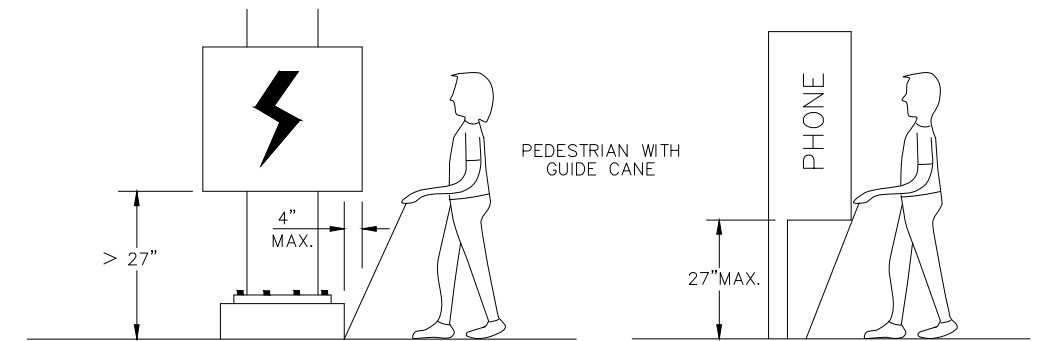


PLAN VIEW

NOTE: ITEMS NOT INTENDED FOR PUBLIC USE. MINIMUM 4' X 4' CLEAR GROUND SPACE REQUIRED AT PUBLIC USE FIXTURES.



CLEAR SPACE ADJACENT TO PEDESTRIAN PUSH BUTTON



WHEN AN OBSTRUCTION OF A HEIGHT GREATER THAN 27" FROM THE SURFACE WOULD CREATE A PROTRUSION OF MORE THAN 4" INTO THE PEDESTRIAN CIRCULATION AREA, CONSTRUCT ADDITIONAL CURB OR FOUNDATION AT THE BOTTOM TO PROVIDE A MAXIMUM 4" OVERHANG.

PROTRUDING OBJECTS OF A HEIGHT 27" ARE DETECTABLE BY CANE AND DO NOT REQUIRE ADDITIONAL TREATMENT.

DETECTION BARRIER FOR VERTICAL CLEARANCE < 80"



PEDESTRIAN FACILITIES CURB RAMPS (PED-18) 3 OF 3

| | | | | |
|----------------------|-----------|--------|--------|-------------|
| FILE: ped18 | DN: TxDOT | DW: VP | CK: KM | CK: PK & JG |
| © TxDOT: MARCH, 2002 | CONT | SECT | JOB | HIGHWAY |
| REVISED 08, 2005 | REVISIONS | | | |
| REVISED 06, 2012 | DIST | COUNTY | SHEET | |
| REVISED 01, 2018 | | | | |

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DATE:
FILE:

GENERAL NOTES

CURB RAMPS

1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Cross slopes of 1.5% and lesser running should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
4. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5'x 5' passing areas at intervals not to exceed 200' are required.
5. Turning Spaces shall be 5'x 5' minimum. Cross slope shall be maximum 2%.
6. Clear space at the bottom of curb ramps shall be a minimum of 4'x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the latest draft of the Proposed Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board).
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5'x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Provide curb ramps to connect the pedestrian access route at each pedestrian street crossing. Handrails are not required on curb ramps.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Furnish and install No. 3 reinforcing steel bars at 18" o.c. both ways, unless otherwise directed.
16. Provide a smooth transition where the curb ramps connect to the street.
17. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
18. Existing features that comply with applicable standards may remain in place unless otherwise shown on the plans.

DETECTABLE WARNING MATERIAL

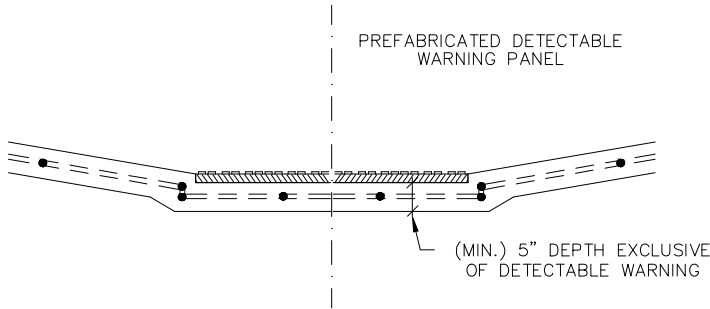
19. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with PROWAG. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark brown or dark red detectable warning surface material adjacent to uncolored concrete, unless specified elsewhere in the plans.
20. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
21. Detectable warning surfaces must be firm, stable and slip resistant.
22. Detectable warning surfaces shall be a minimum of 24 inches in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
23. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb and neither end of that edge is greater than 5 feet from the back of curb. Detectable warning surfaces may be curved along the corner radius.
24. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.

DETECTABLE WARNING PAVERS (IF USED)

25. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
26. Lay full-size units first followed by closure units consisting of at least 25 percent (25%) of a full unit. Cut detectable warning paver units using a power saw.

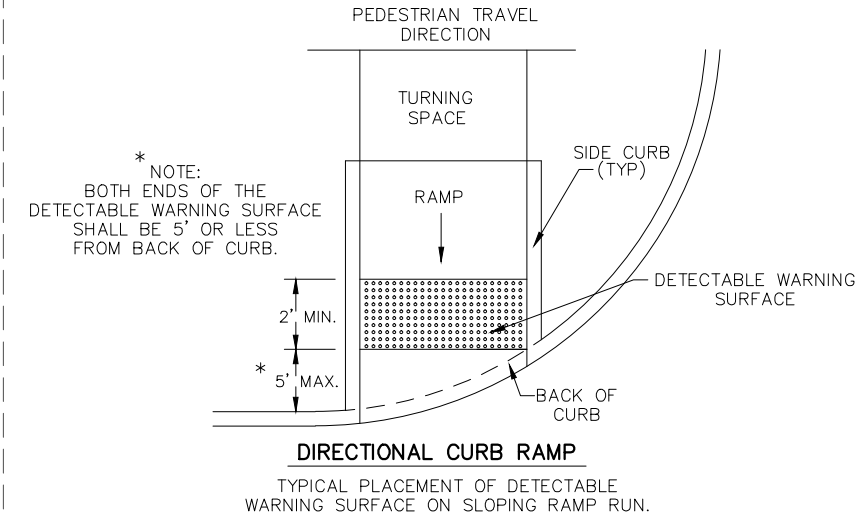
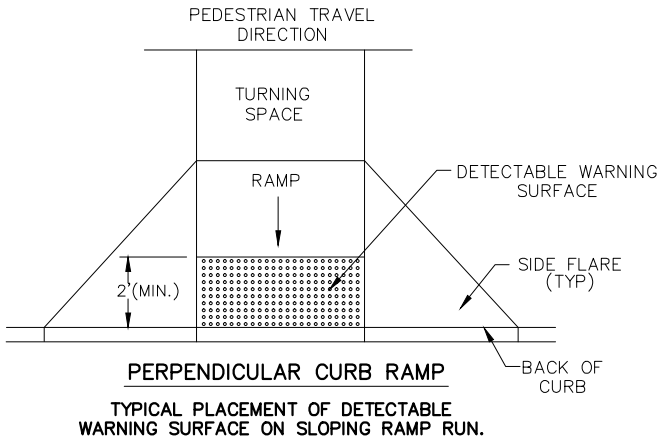
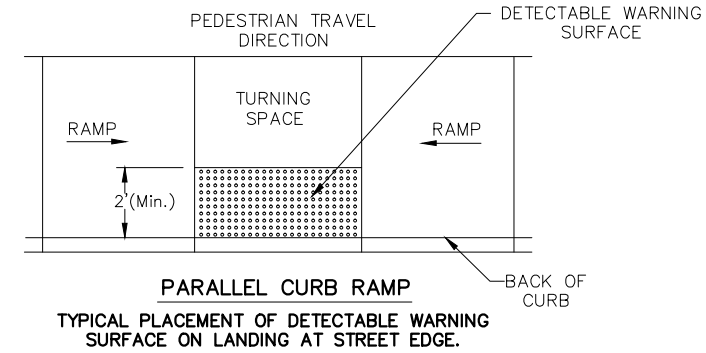
SIDEWALKS

27. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within unobstructed reach range specified in PROWAG section R406.
28. Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
29. Street grades and cross slopes shall be as shown elsewhere in the plans.
30. Changes in level greater than 1/4 inch are not permitted.
31. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway. Where a continuous grade greater than five percent (5%) must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with PROWAG R409.
32. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
33. Driveways and turnouts shall be constructed and paid for in accordance with Item "Intersections, Driveways and Turnouts". Sidewalks shall be constructed and paid for in accordance with Item, "Sidewalks".
34. Sidewalk details are shown elsewhere in the plans.




SECTION VIEW DETAIL
CURB RAMP AT DETECTABLE WARNINGS

DETECTABLE WARNING SURFACE DETAILS



NOTE:
THE PROJECT WILL BE CONSIDERED COMPLETE WHEN THE CITY OF EL PASO ACCEPTS THE CONSTRUCTED IMPROVEMENTS FOR MAINTENANCE.

NOTE:
SUBMIT COPY OF THE FINAL AS-BUILT PLANS TO STREET MAINTENANCE PROJECT MANAGER PRIOR TO FINAL INSPECTION/WALKTHROUGHS; ADDITIONAL COMMENTS MAY BE GENERATED UPON REVIEW AND FOLLOW UP INSPECTION(S) FROM AS-BUILT DRAWINGS .



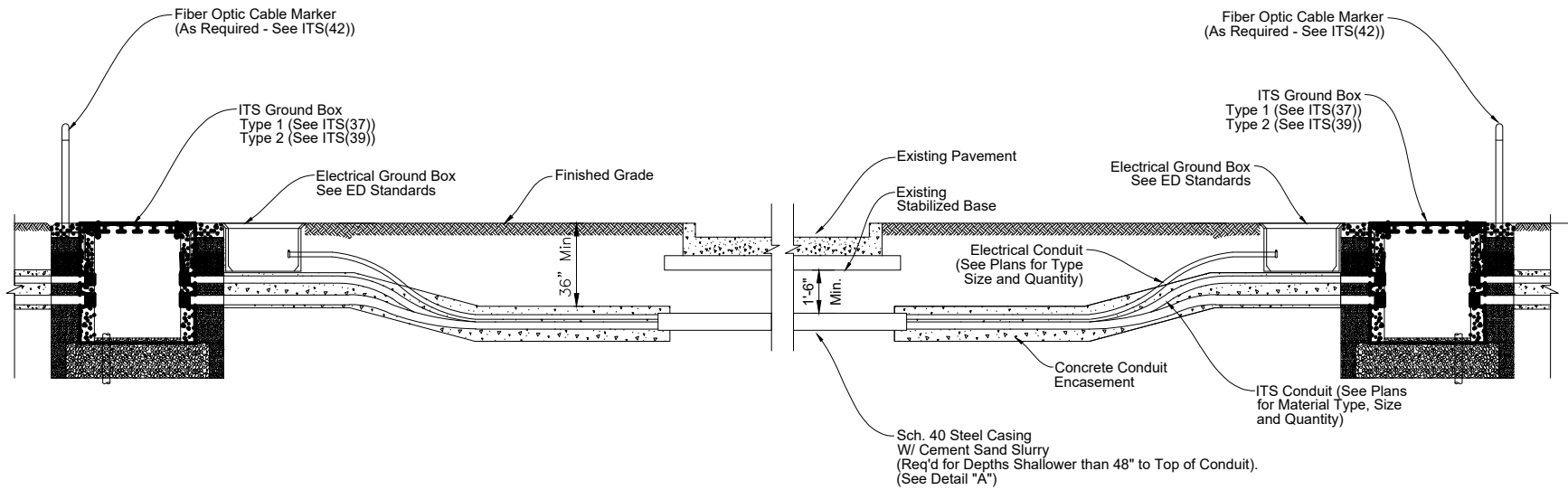
Design
Division
Standard

PEDESTRIAN FACILITIES
CURB RAMPS
(PED-18) 2 OF 3

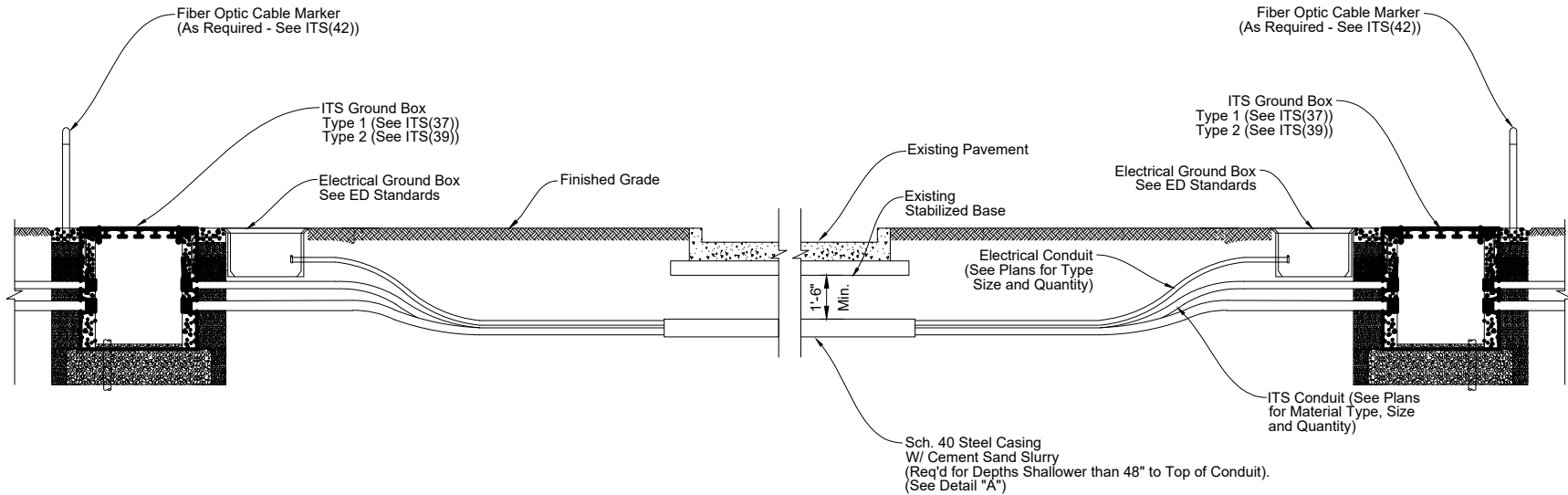
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| © TxDOT: MARCH, 2002 | CONT | SECT | JOB | HIGHWAY |
| REVISED 08, 2005 REVISED 06, 2012 REVISED 01, 2018 | DIST COUNTY | | | SHEET *** C-0 |

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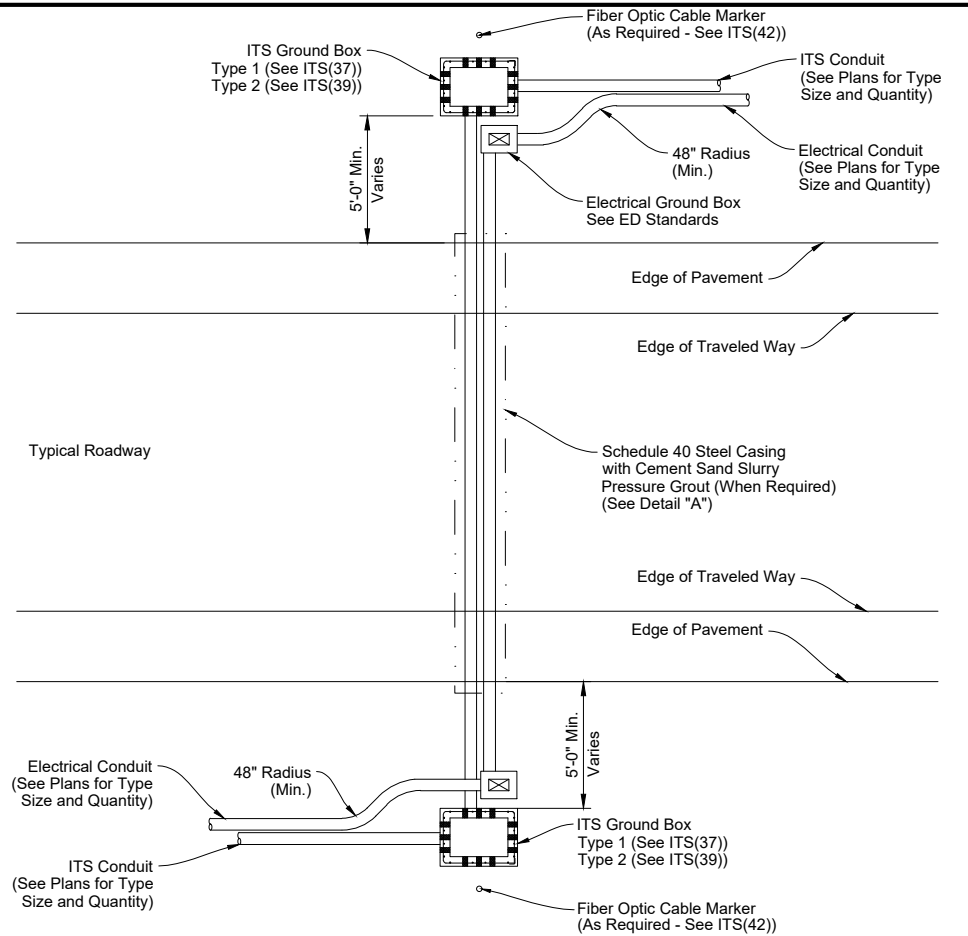
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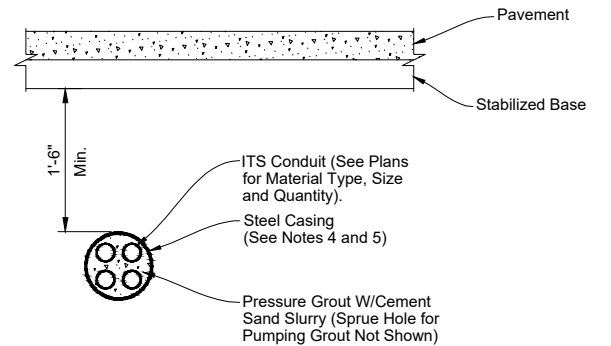
Typical Conduit Installation Jacking
or Boring Beneath Existing Roadway



Typical Conduit Installation Jacking
or Boring Beneath Existing Roadway
(Where Concrete Encasement Not Required)



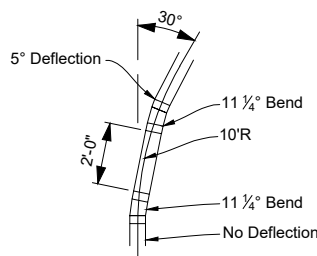
Bore Under Pavement



Steel Casing Detail "A"

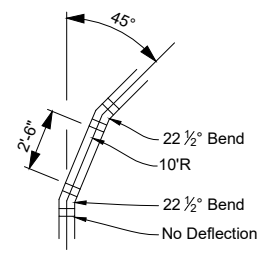
General Notes:

1. Typical conduit installation details for jacking or boring beneath existing roadway is diagrammatic in nature. Roadway cross-slopes may vary for each crossing.
2. Jack or bore in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box" except for measurement and payment.
3. Furnishing and installation of pressure grouting will not be paid for directly but considered incidental to Special Specification "ITS Multi-Duct Conduit" or Item 618, "Conduit."
4. When boring under pavement shallower than 48 inches from finished grade to top of conduit, provide Schedule 40 steel casing under pavement to encase the conduit system. Provide steel casing of a size to accommodate ITS conduit and electrical conduit as shown in the plans. Provide a minimum 20 percent void space around all conduits. Steel casing will not be paid for directly but considered incidental to Special Specification, "ITS Multi-Duct Conduit" or Item 618, "Conduit."
5. When a depth greater than 48 inches can be achieved from finished grade to top of conduit, provide Schedule 80 PVC. No steel casing required unless otherwise directed.
6. Ensure all conduit bends are in conformance with the latest edition of the National Electrical Code.
7. Provide GPS coordinate points to the District for all ground boxes installed, and shifts or deviations of the conduit alignment from the plans required to avoid obstructions or utilities. Take GPS coordinate points at the start of the transition, at the point of curvature, and at the end of the transition at the point of tangency. Document the turnout radius and installed depth. Provide GPS coordinate points in NAD83 coordinate system and be accurate to 5 feet.

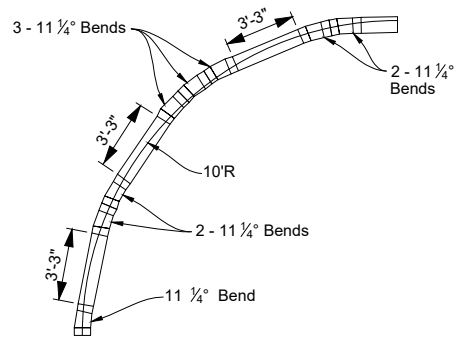


30° Turnout Detail

Provide this arrangement of conduit and fittings or approved equal at all 30°, 45°, and 90° bends, horizontal and vertical, to achieve a nominal 10' conduit radius for pre-assembled multi-duct conduit. See Note 7.



45° Turnout Detail



90° Turnout Detail

Sheet Details
Not to Scale

SHEET 1 OF 1



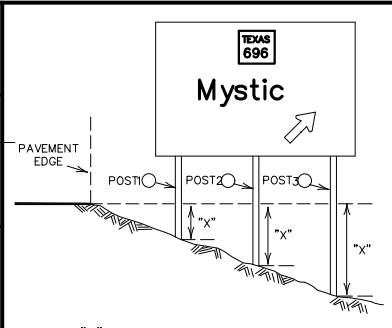
Traffic
Operations
Division
Standard

ITS CONDUIT
BORE AND STEEL CASING
DETAILS

ITS(28)-16

| | | | | |
|----------------------|---------------|-----------|-------------|-----------|
| FILE: its(28)-16.dgn | DN: _TxDOT_ | CK: TxDOT | DW: _TxDOT_ | CK: TxDOT |
| © TxDOT | FEBRUARY 2016 | CONT | SECT | JOB |
| REVISIONS | | | | HIGHWAY |
| | | DIST | COUNTY | SHEET |
| | | | | C-0 |

SUMMARY OF LARGE SIGNS

[illegible]

- The "X" dimension is the elevation difference at the post between the ground and the edge of pavement or top of curb.

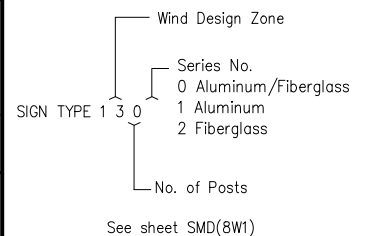
Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.

The post lengths listed here are approximations. The corrected post lengths will be furnished by the Contractor after the stud posts are placed.

Tower heights shall be verified with the Engineer before fabrication.

* This column is for aluminum Type A and not direct apply. Direct apply is subsidiary to the sign.

SIGN TYPE



| <h1 style="text-align: center;">SUMMARY OF LARGE SIGNS (FM 659) SOLS</h1> | | | | | | | | | | | | | | | | | | | |
|--|-----------------------|---------------------------|---------|---------|--|--|--|--------|------|--------|--|-------|-----|-----|--|------|---|--|--|
| © TxDOT May_1987 | | | | | | | | | | | | | | | | | | | |
| DYN: TxDOT CK: TxDOT DWR: TxDOT CK: TxDOT | 11-93 8-95 5-01 | REVISIONS 1-04 9-08 | | | | | | | | | | | | | | | | | |
| <table border="1"> <tr> <th>CONT</th> <th>SECT</th> <th>JOB</th> <th>HIGHWAY</th> </tr> <tr> <td></td> <td></td> <td></td> <td>FM 659</td> </tr> <tr> <td>DIST</td> <td colspan="2">COUNTY</td> <td>SHEET</td> </tr> <tr> <td>ELP</td> <td colspan="2">ELP</td> <td>C-05</td> </tr> </table> | CONT | SECT | JOB | HIGHWAY | | | | FM 659 | DIST | COUNTY | | SHEET | ELP | ELP | | C-05 | <div style="text-align: right; font-size: 2em; font-weight: bold;">14</div> | | |
| CONT | SECT | JOB | HIGHWAY | | | | | | | | | | | | | | | | |
| | | | FM 659 | | | | | | | | | | | | | | | | |
| DIST | COUNTY | | SHEET | | | | | | | | | | | | | | | | |
| ELP | ELP | | C-05 | | | | | | | | | | | | | | | | |

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| DN:-- | TxDOT | REVISIONS | | |
| OK:-- | TxDOT | 11-93 | 1-04 | |
| DW:-- | TxDOT | 8-95 | 9-08 | |
| OK:-- | TxDOT | 5-01 | | |
| | CONT | SECT | JOB | HIGHWAY |
| | | | | FM 659 |
| | DIST | | COUNTY | SHEET |
| | ELP | | ELP | C-05 14 |

DISCLAIMER:

DATE:
FILE:

SUMMARY OF SMALL SIGNS

[illegible]

| ALUMINUM SIGN BLANKS THICKNESS | |
|--------------------------------|-------------------|
| Square Feet | Minimum Thickness |
| Less than 7.5 | 0.080" |
| 7.5 to 15 | 0.100" |
| Greater than 15 | 0.125" |

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

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

NOTE:

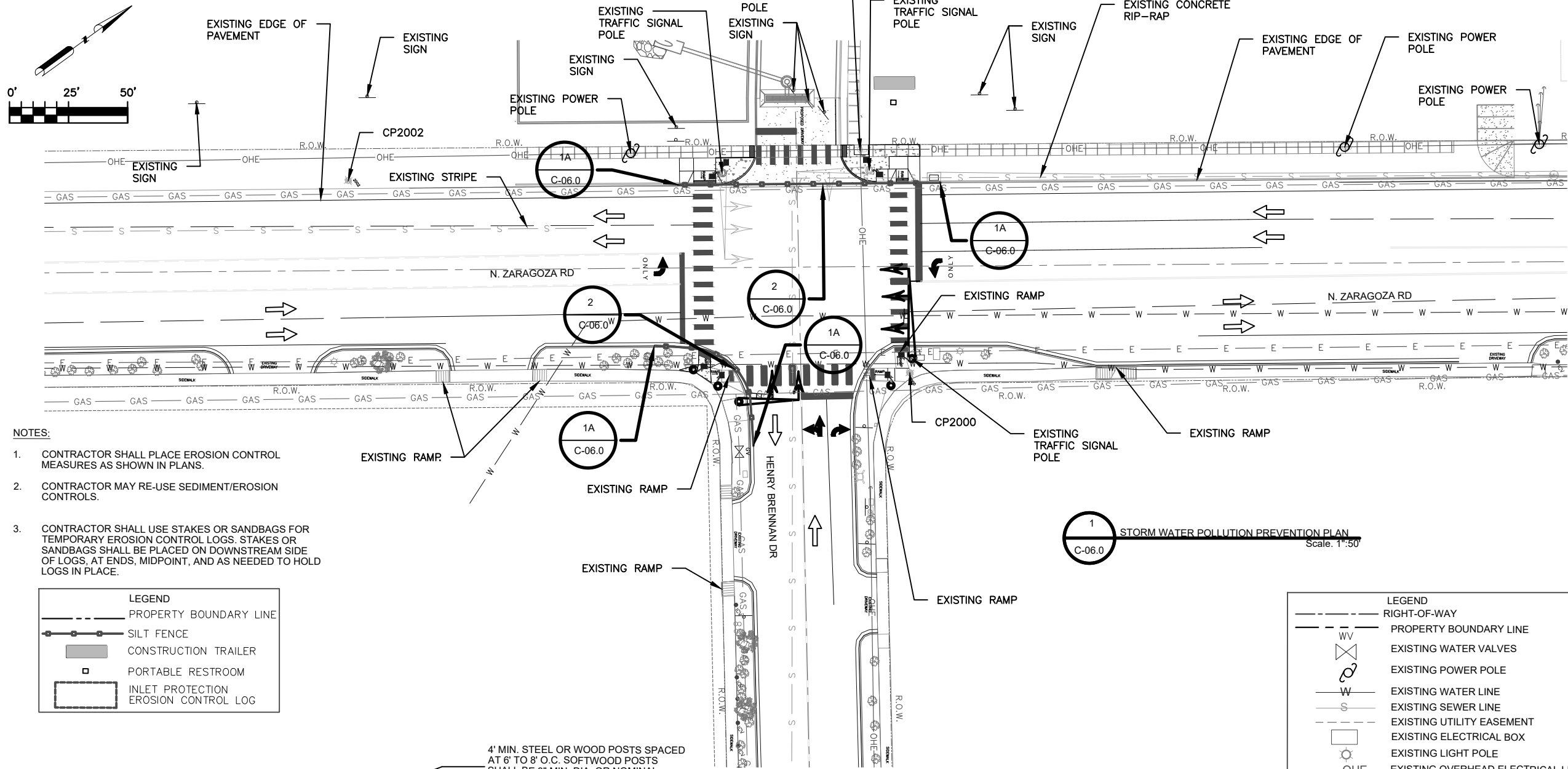
1. Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.



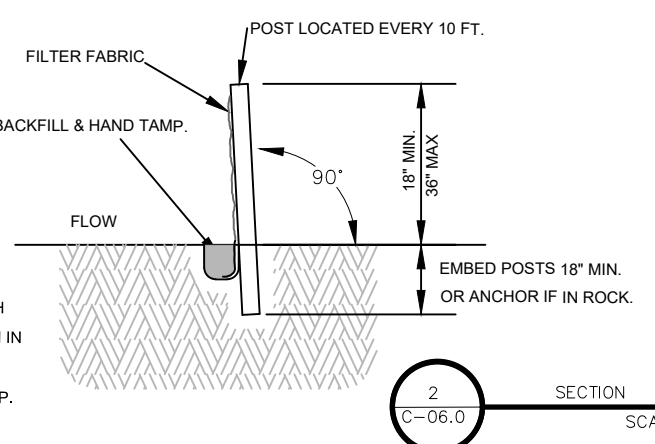
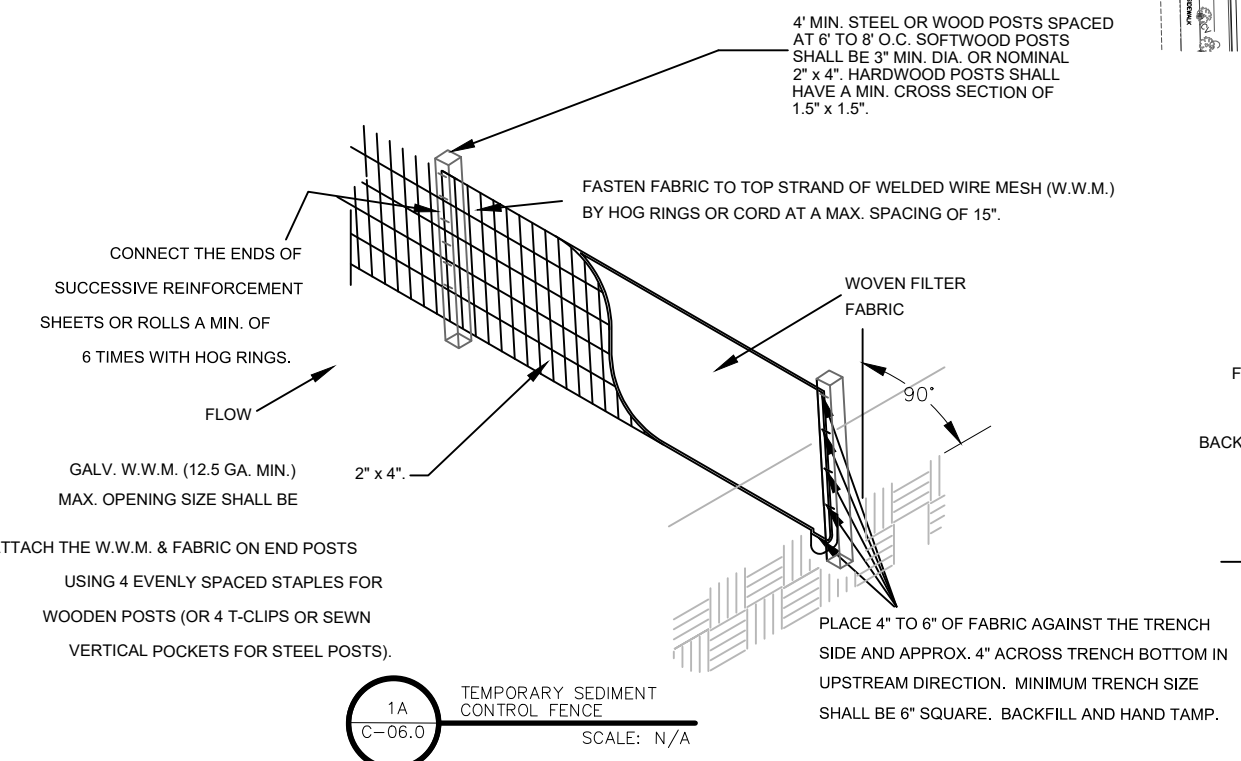
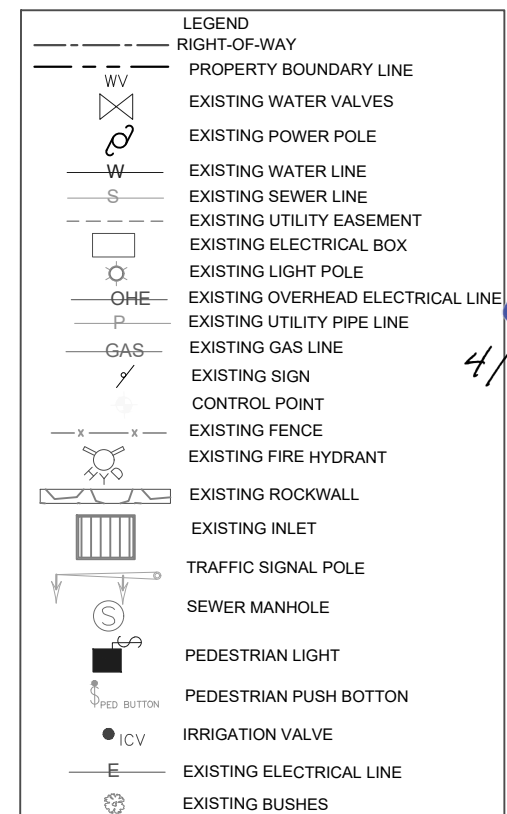
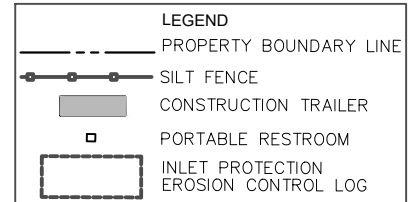
SUMMARY OF SMALL SIGNS (FM 659)

SOSS

| | | | | | |
|----------|------------|-------------|-----------|-------------|-----------|
| FILE: | sumsf6.dgn | DN: _TxDOT_ | Ck: TxDOT | DW: _TxDOT_ | Ck: TxDOT |
| ©TxDOT | May 1987 | CONT | SECT | JOB | HIGHWAY |
| REVISONS | | | | | FM 659 |
| | | DIST | COUNTY | | SHE |
| | | ELP | EL PASO | | C— 144 |



- NOTES:**
1. CONTRACTOR SHALL PLACE EROSION CONTROL MEASURES AS SHOWN IN PLANS.
 2. CONTRACTOR MAY RE-USE SEDIMENT/EROSION CONTROLS.
 3. CONTRACTOR SHALL USE STAKES OR SANDBAGS FOR TEMPORARY EROSION CONTROL LOGS. STAKES OR SANDBAGS SHALL BE PLACED ON DOWNSTREAM SIDE OF LOGS, AT ENDS, MIDPOINT, AND AS NEEDED TO HOLD LOGS IN PLACE.



LEGAL DESCRIPTION:
LOTS-2 AND 3, BLOCK 1, LAS TERRAZAS, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS

| POINT NUMBER | NORTHING | EASTING | POINT ELEVATION |
|--------------|-------------|-----------|-----------------|
| CP 2000 | 10642832.08 | 443258.34 | 3857.582 |
| CP 2001 | 10642586.01 | 443479.75 | 3848.909 |
| CP 2002 | 10642687.54 | 443052.70 | 3851.148 |
| CP 2003 | 10643139.01 | 443474.95 | 3865.170 |

WARNING!
BEFORE YOU DIG
CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UNDERGROUND/OVERHEAD IMPROVEMENTS IN PROJECT AREA

UTILITY LOCATOR SERVICES

| | |
|--------------------------|---------------------------|
| TEXAS 811 | 811 |
| CITY OF EL PASO | linespots@elpasotexas.gov |
| STREETS AND MAINTENANCE | 1-915-212-0118 |
| EL PASO WATER UTILITIES | 1-915-594-5500 |
| TEXAS GAS SERVICE | 1-800-700-2443 |
| EL PASO NATURAL GAS | 1-800-334-8047 |
| AT&T | 1-800-924-9420 |
| EL PASO ELECTRIC COMPANY | 1-800-252-1133 |
| SPECTRUM | 1-915-772-1123 |

NOTES

GENERAL NOTES

WARNING!
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STREETS AND MAINTENANCE
CITY OF EL PASO
7968 SAN PAULO DRIVE
EL PASO, TEXAS 79907
TELE. 915.212.0118
FAX. 915.212.0119

ENGINEER SEAL
Marvin H. Gomez
4/15/2021
MARVIN H. GOMEZ
P.E. No. 86920
LICENSED PROFESSIONAL ENGINEER
"THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARVIN H. GOMEZ, P.E. No. 86920 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT"

GRV Integrated Engineering Solutions LLC
11385 James Watt Dr., Suite B-13,
El Paso, Texas 79936
Ph: (915) 351-6701 Fax (915) 243-6010
www.integratedengineeringsolutions.com
TBPE F#15313 TBPLS F#10194278

TRAFFIC SIGNAL DESIGN
N. ZARAGOZA RD AND
HENRY BRENNAN DR

STORM WATER POLLUTION
PREVENTION PLAN
C-06.0

SITE DESCRIPTION

PROJECT NAME AND LIMITS:TRAFFIC SIGNAL DESIGN FOR N. ZARAGOZA RD. AND HENRY BRENNAN DR.

PROJECT DESCRIPTION:THE PROJECT INCLUDES ADA, TRAFFIC SIGNAL, AND STRIPING IMPROVEMENTS FOR THE INTERSECTION.

EXISTING CONDITIONS:DISTURBED ASPHALT INTERSECTION WITH RAMPS, LANDSCAPING AND SIDEWALK.

MAJOR SOIL DISTURBING ACTIVITIES:REMOVAL AND INSTALLATION OF RAMPS, SIDEWALKS, AND LANDSCAPING. INSTALLATION OF TRAFFIC SIGNAL AND PEDESTAL POLE FOUNDATIONS.

TOTAL PROJECT AREA:0.25 ACRES

TOTAL AREA TO BE DISTURBED:0.25 ACRES

WEIGHTED RUNOFF COEFFICIENT (AFTER CONSTRUCTION):0.90

EXISTING CONDITION OF SOIL AND VEGETATIVE COVER AND % OF EXISTING VEGETATIVE COVER:DEVELOPED SITE CONDITIONS, VEGETATIVE COVER IS APPROXIMATELY 1 PERCENT

NAME OF RECEIVING WATERS:N / A

EROSION AND SEDIMENT CONTROL

SOIL STABILIZATION PRACTICES

TEMPORARY SEEDING
PERMANENT PLANTING, SODDING, OR SEEDING
MULCHING
SOIL RETENTION BLANKET
BUFFER ZONES
PRESERVATION OF NATURAL RESOURCES

OTHER:

STRUCTURAL PRACTICES:

X SILT FENCES
HAY BALES
ROCK BERMS
DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
DIVERSION DIKE AND SWALE COMBINATION
PIPE SLOPE DRAINS
CONCRETE FLUMES
ROCK BEDDING AT CONSTRUCTION EXIT
TIMBER MATTING AT CONSTRUCTION EXIT
CHANNEL LINERS
SEDIMENT TRAPS
SEDIMENT BASINS
STORM INLET SEDIMENT TRAP
STONE OUTLET STRUCTURES
CURBS AND GUTTERS
STORM DRAINS
VELOCITY CONTROL DEVICES
VEGETATED SWALES & NATURAL DEPRESSIONS

OTHER:STORM INLET PROTECTION EROSION CONTROL LOGS.

NARRATIVE – SEQUENCE OF CONSTRUCTION (STORM WATER MANAGEMENT) ACTIVITIES:

1. INSTALL TEMPORARY EROSION AND SEDIMENT CONTROLS (e.g. SILT FENCE AND/OR EARTHEN BERM, AND STABILIZED CONSTRUCTION ENTRANCE).

2. DEMOLITION FOR TRAFFIC SIGNAL INSTALLATION.

3. INSTALL CONDUIT AND DRILL SHAFTS.

4. DEMOLITION OF RAMPS , SIDEWALKS, AND LANDSCAPING.

5. CONSTRUCT SIDEWALK, RAMPS, AND COMPLETE LANDSCAPING.

6. INSTALL AND ACTIVATE TRAFFIC SIGNALS.

7. CLEAN UP PROJECT SITE.

GENERAL CONTRACTOR CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT THAT AUTHORIZES STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

SIGNED:COMPANY:
NAME:ADDRESS:
TITLE:TELEPHONE:
DATE:

SUB – CONTRACTOR CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I WILL COORDINATE, EITHER THROUGH THE GENERAL CONTRACTOR, OWNER, OR DIRECTLY, WITH THE CONTRACTOR(S) AND/OR SUBCONTRACTOR(S) IDENTIFIED IN THE POLLUTION PREVENTION PLAN HAVING RESPONSIBILITY FOR IMPLEMENTING STORM WATER CONTROL MEASURES TO MINIMIZE ANY IMPACT MY ACTIONS MAY HAVE ON THE EFFECTIVENESS OF THESE STORM WATER CONTROL MEASURES.

SIGNED:NAME:TITLE:COMPANY:ADDRESS:TELEPHONE:DATE:

SIGNED:NAME:TITLE:COMPANY:ADDRESS:TELEPHONE:DATE:

BEST MANAGEMENT PRACTICES CONTROLS

I. WASTE MATERIALS:
ALL WASTE MATERIALS, INCLUDING CONSTRUCTION DEBRIS, SHALL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. NO CONSTRUCTION WASTE MATERIAL SHALL BE BURIED ON SITE. THE TRANSIT DUMPSTER SHALL COMPLY WITH ORDINANCE 18.52.010 (ENCLOSURE AND REMOVAL OF WASTE MATERIALS DURING CONSTRUCTION). THE DUMPSTER SHALL BE EMPTIED AS NECESSARY OR AS REQUIRED BY ORDINANCE 9.04 (SOLID WASTE MANAGEMENT) AND THE TRASH SHALL BE HAULED TO A LICENSED LANDFILL.

II. HAZARDOUS WASTE:
AT A MINIMUM, ANY PRODUCTS IN THE FOLLOWING CATEGORIES SHALL BE CONSIDERED HAZARDOUS: PAINT, ACIDS FOR CLEANING MASONRY SURFACES, CLEANING SOLVENTS, ASPHALT PRODUCTS, CHEMICAL ADDITIVES FOR SPILL STABILIZATION, CURING COMPOUNDS AND ADDITIVES. IN THE EVENT OF A SPILL WHICH MAY BE HAZARDOUS, THE CONTRACTOR SHALL TAKE IMMEDIATE ACTION AND CONTACT THE FIRE DEPT. AND TCEQ.

III. SANITARY WASTE:
ALL SANITARY WASTE SHALL BE COLLECTED FROM THE CONSTRUCTION PORTABLE UNITS AS NECESSARY OR AS REQUIRED, CHAPTER 18.08 (BUILDING CODE), BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR. ALL WASTE MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

IV. SPILL PREVENTION:
THE FOLLOWING PRACTICES SHALL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURES OF MATERIALS TO STORM WATER RUNOFF.

V. GOOD HOUSEKEEPING:
A. STORE ONLY ENOUGH PRODUCTS REQUIRED TO DO THE JOB
B. NEATLY STORE MATERIALS ON–SITE IN AN ORDERLY MANNER
C. KEEP PRODUCTS IN THEIR ORIGINAL CONTAINER
D. DO NOT MIX SUBSTANCES WITH ONE ANOTHER, UNLESS OTHERWISE RECOMMENDED BY THE MANUFACTURER
E. USE ENTIRE CONTENTS OF A PRODUCT BEFORE DISPOSING THE CONTAINER
F. FOLLOW MANUFACTURER’S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL

VI. HAZARDOUS PRODUCTS:
PRACTICES USED TO REDUCE RISKS:
A. KEEP PRODUCTS IN THEIR ORIGINAL CONTAINER IF AT ALL POSSIBLE
B. RETAIN ORIGINAL LABELS, PRODUCT INFORMATION AND MATERIAL SAFETY DATA SHEETS (MSDS)
C. DISPOSE SURPLUS PRODUCT IN ACCORDANCE WITH MANUFACTURER’S OR LOCAL & STATE RECOMMENDED METHODS

VII. PETROLEUM PRODUCTS:
ALL ON–SITE VEHICLES SHALL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS SHALL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ON–SITE SHALL BE APPLIED ACCORDING TO THE MANUFACTURER’S RECOMMENDATION.

VIII. SPILL CONTROL PRACTICES:
A. MANUFACTURER’S RECOMMENDED METHODS FOR SPILL CLEANUP SHALL BE CLEARLY POSTED AND SITE PERSONNEL SHALL BE MADE AWARE OF THE PROCEDURES:
B. MATERIALS AND EQUIPMENT NECESSARY FOR CLEANUP SHALL BE KEPT IN THE MATERIAL STORAGE AREA ON–SITE:
C. ALL SPILLS SHALL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY
D. SPILL AREA SHALL BE WELL VENTILATED AND APPROPRIATE CLOTHING WILL BE WORN:
E. ANY SPILL SHALL BE REPORTED TO THE APPROPRIATE GOVERNMENTAL AGENCY
F. MEASURES SHALL BE TAKEN TO PREVENT A SPILL FROM REOCCURRING

IX. MAINTENANCE AND INSPECTION PROCEDURES:
ALL POLLUTION PREVENTION MEASURES SHALL BE INSPECTED AT LEAST ONCE A MONTH OR WITHIN 24–HOURS PRIOR TO ANTICIPATED STORM EVENT AND FOLLOWING A STORM EVENT OF 0.5 INCHES OR MORE. INSPECTION IN FINAL STABILIZED AREAS OR DURING ARID PERIODS WILL BE CONDUCTED MONTHLY, BEST MANAGEMENT PRACTICES AND POLLUTION CONTROL PROCEDURES SHALL BE INSPECTED FOR ADEQUACY.

X. REMARKS:
DISPOSAL AREAS, STOCKPILES, AND HAUL ROADS SHALL BE CONSTRUCTED IN A MANNER THAT WILL MINIMIZE AND CONTROL THE AMOUNT OF SEDIMENT THAT MAY ENTER RECEIVING WATERS. DISPOSAL AREAS SHALL NOT BE LOCATED IN ANY WETLAND, WATERBODY OR STREAMBED. CONSTRUCTION STAGING AREAS AND VEHICLE MAINTENANCE AREAS SHALL BE CONSTRUCTED BY THE CONTRACTOR IN A MANNER TO MINIMIZE THE RUNOFF OF POLLUTANTS. ALL WATERWAYS SHALL BE CLEANED AS SOON AS PRACTICABLE OF TEMPORARY EMBANKMENT, TEMPORARY BRIDGES, MATTING, FALSEWORK, PILING DEBRIS OR OTHER OBSTRUCTIONS PLACED DURING CONSTRUCTION OPERATIONS THAT ARE NOT A PART OF THE FINISHED WORK.

XI. OFFSITE VEHICLE TRACKING:
IN ADDITION TO THE STABILIZED CONSTRUCTION ENTRANCES, THE FOLLOWING MEASURES SHALL BE OBSERVED DURING CONSTRUCTION:
– HAUL ROADS SHALL BE DAMPENED FOR DUST CONTROL
– LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPULIN
– EXCESS DIRT ON ROAD SHALL BE REMOVED IMMEDIATELY
– STABILIZED CONSTRUCTION ENTRANCE
– OTHER:

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CITY OF EL PASO
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CITY OF EL PASO

STREETS AND MAINTENANCE

CITY OF EL PASO

7968 SAN PAULO DRIVE

EL PASO, TEXAS 79907

TELE. 915.212.0118

FAX. 915.212.0119

ENGINEER SEAL

4/15/2021

MARVIN H. GOMEZ

86920

LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARVIN H. GOMEZ, P.E. No. 86920 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT*

GRV Integrated Engineering Solutions LLC

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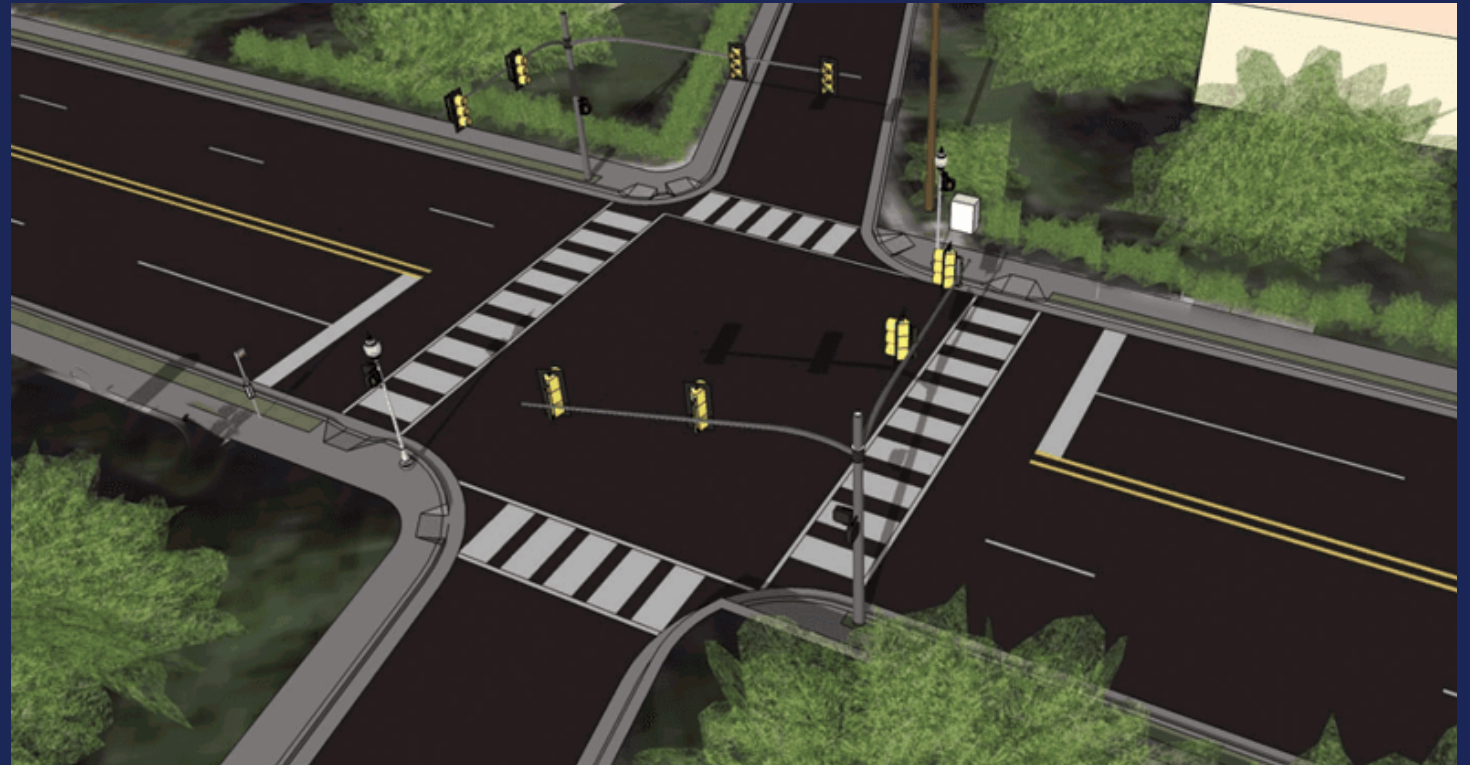
TRAFFIC SIGNAL DESIGN
N. ZARAGOZA RD AND
HENRY BRENNAN DR

SWPPP NOTES
C–06.1

146

Traffic Signal Agreement

Zaragoza & Henry Brennan
District: 6



Strategic Plan Goal

- 7 – Enhance and Sustain El Paso’s Infrastructure Network
 - 7.3 – Enhance a regional comprehensive transportation system

No prior council history.

Purpose of Agreement

Purpose of Agreement

Authorize City Manager to sign Traffic Signal Agreement for the maintenance of a new signalized intersection

Location

N. Zaragoza Rd. and Henry Brennan Dr.

- New development of Palo Verde Business Center

Franklin Properties Pros.

- Design and construction of traffic signal modifications
- Responsible for 100% of cost
- *(Estimated cost of \$109,782.17)*

City of El Paso

Maintain traffic signal improvements



Project Scope



| | |
|----------------------|--|
| Location | N. Zaragoza Rd. and Henry Brennan Dr. |
| Existing Conditions | Three-way traffic signal intersection |
| Proposed Conditions | Four-way traffic signal intersection |
| Work to be completed | <ul style="list-style-type: none">• Replacement of one traffic signal pole• Adding one traffic signal mast arm pole• Adding pedestrian and mast arm pole• Audible pedestrian signal push buttons• ADA curb ramps and sidewalk connectivity• Video detection with conduit and cable• Striping and signage |
| City of El Paso | Maintain traffic signal improvements |
| Term | Work to be completed within 45 days from the date of the Notice to Proceed |

Existing Conditions



Proposed Conditions



Requested Council Action

That the City Manager be authorized to sign a Traffic Signal Agreement between the City of El Paso ("City") and Franklin Property Pros., whereby the City agrees to maintain the traffic signal improvements to be installed by Franklin Property Pros., located at the intersection of State Highway 659 (N. Zaragoza Rd.) and Henry Brennan Dr.



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, **R**esponsabilidad, **P**ersonas

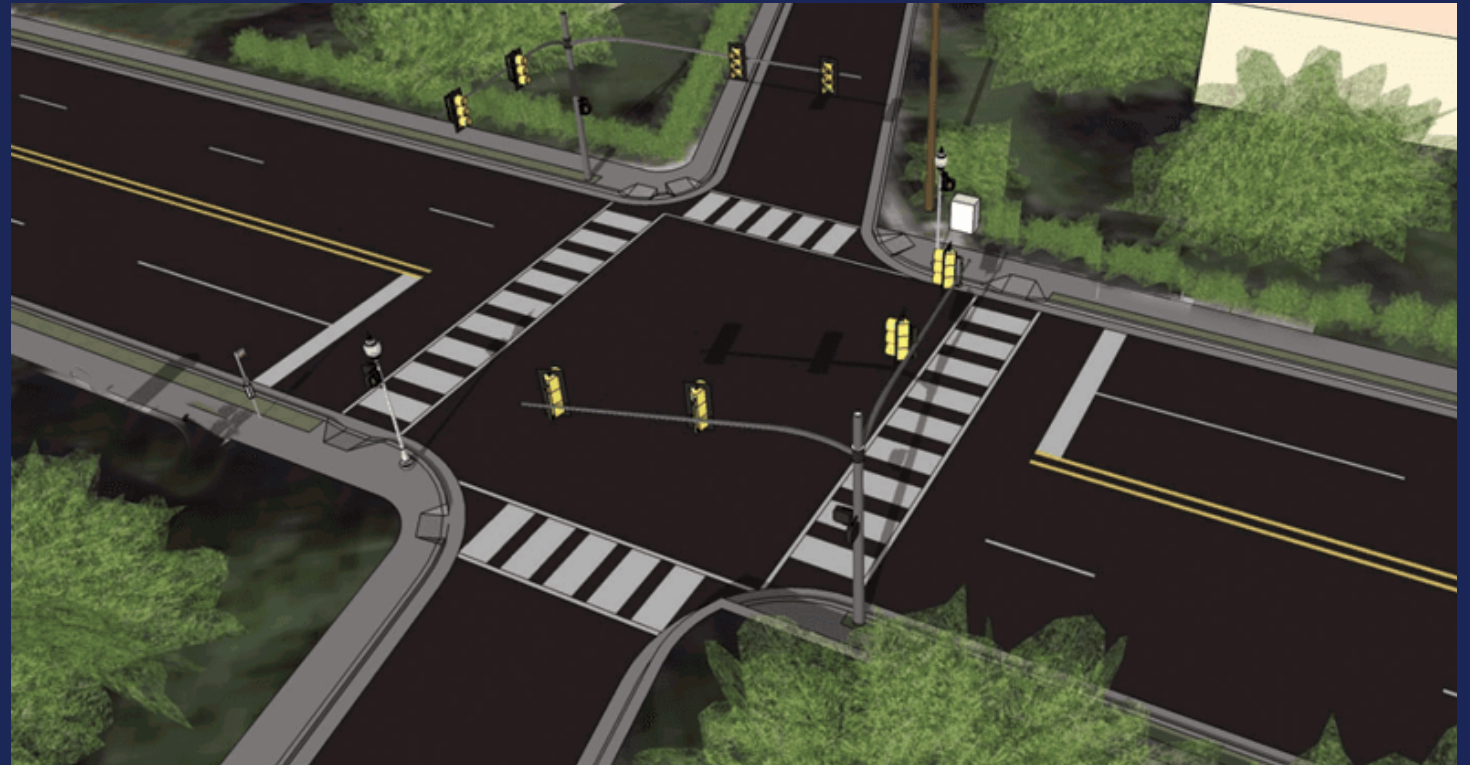
Visión

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



Traffic Signal Agreement

Zaragoza & Henry Brennan
District: 6



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Legislation Text

File #: 22-682, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign an Agreement between the CITY OF EL PASO and the EL PASO COMMUNITY FOUNDATION ("EPCF") to coordinate with the Shelter to promote programming initiatives, projects, and provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Shelter for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

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

AGENDA DATE: June 7, 2022

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Terry Kebschull, 212-8742

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8: Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3: Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:

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

THAT the City Manager be authorized to sign an Agreement between the CITY OF EL PASO and the EL PASO COMMUNITY FOUNDATION ("EPCF") to coordinate with the Shelter to promote programming initiatives, projects, and provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Shelter for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

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?

With Animal Services providing services for the animal population of the City, this will allow the Department to accept donations for the purposes of reducing the local pet overpopulation and education and outreach, which will benefit the Shelter.

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

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

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: El Paso Animal Services

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

R E S O L U T I O N

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

THAT the City Manager be authorized to sign an Agreement between the CITY OF EL PASO and the EL PASO COMMUNITY FOUNDATION ("EPCF") to coordinate with the Shelter to promote programming initiatives, projects, and provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Shelter for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

ADOPTED this ____ day of _____, 2022.

CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Terry K. Kebschull, Director
Animal Services Department

AGREEMENT REGARDING MUTUAL COOPERATION

THIS AGREEMENT REGARDING MUTUAL COOPERATION (this "Agreement") is entered into on June_____, 2022 (the "Effective Date") by and between the CITY OF EL PASO, a home rule municipality (the "City"), and EL PASO COMMUNITY FOUNDATION ("EPCF"), a non-profit 501(c)(3) corporation in El Paso, Texas (collectively, the "Parties").

WHEREAS, the City, through its Animal Services Department, owns and operates a municipal animal shelter (the "Shelter"), and provides services for the animal population of the City, including the humane sheltering of animals, emergency medical care for impounded animals, spay-neuter clinics for the purposes of reducing the local pet overpopulation and education and outreach;

WHEREAS, EPCF desires to cooperate with the City to assist the Shelter, promote and support the services of the Shelter and otherwise benefit and help the animal population in the City; and

WHEREAS, in order to better accomplish the goals listed above, it will be beneficial for all parties to outline their goals and objectives as described herein.

NOW, THEREFORE, the City and EPCF agree as follows:

1. **Initial Term and Automatic Renewals.** Unless terminated sooner as provided in this Agreement, the term of this Agreement shall be for a period of five (5) years from the Effective Date (the "Term") and shall automatically renew for successive additional one (1) year periods unless either party provides notice to the other of their decision not to renew at least sixty (60) days prior to the expiration of any Term.

2. **Agreements by the EPCF.** Until the expiration of the Term of this Agreement or the earlier termination of thereof, EPCF hereby agrees to use commercially reasonable efforts to:

- a. Coordinate with the Shelter to promote programing initiatives and projects;
- b. Provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Shelter;
- c. Work with the City to raise funds for the benefit of the Shelter; and
- d. Work with Animal Center staff on annual priorities for community outreach.

Notwithstanding any of the foregoing to the contrary, in no event shall EPCF be required to take any action or refrain from taking any action that may, in EPCF's sole discretion, cause EPCF to be in violation of applicable Internal Revenue Code rules or regulations or other applicable law.

3. **Agreements of the City and the Shelter.** Until the expiration of the Term of this Agreement or the earlier termination thereof, the City agrees to use commercially reasonable efforts to:

- a. Allow EPCF to use any creative design, logos, photography or other intellectual property and business or branding, which may be owned by the City, Animal Services, the Shelter or its agents or assignees for purposes of continuity and association between the City, the Shelter and EPCF;
- b. Coordinate with EPCF to raise funds for the benefit of the Shelter; and
- c. To the extent allowed by law, reimburse EPCF for project expenses preapproved in writing by the Director of Animal Services.

4. **Recognition of Joint Efforts.** During the term of this Agreement, the City and EPCF agree to acknowledge the joint efforts of each other during presentations to third parties. Additionally, for all projects wherein the City and EPCF are working together under this Agreement, printed and online materials shall contain a reference to such relationship with language such as "presented jointly by the City and EPCF" or such other language as the parties may reasonably agree to in writing.

5. **Termination and Amendments.**

- a. Either Party may terminate this Agreement at any time upon thirty (30) calendar days' advance written notice to the other Party.
- b. Unless the Agreement is terminated sooner as provided above, or the Parties amend the Agreement in advance of termination, this Agreement will terminate upon the expiration of the Term if not automatically renewed in accordance with Section 1 above.
- c. This Agreement may be amended or extended by the written authority of the City Manager.

6. **Disputes and Cure Rights.** EPCF and the City agree to use good faith efforts to resolve any breaches of this Agreement or any disputes regarding the subject matter and transactions contemplated by this Agreement through mediation or other non-binding alternate dispute resolution processes before exercising the termination rights set forth in Section 6 so long as the City is not required to incur any financial obligation for participation in mediation or other non-binding alternate dispute resolution processes. If the Parties' good faith efforts to resolve any breaches of this Agreement or any disputes regarding the subject matter and transactions contemplated by this Agreement through mediation or other non-binding alternate dispute resolution processes shall be unsuccessful after a period of thirty (30) days, the Parties agree that the sole remedy therefor shall be to exercise the termination rights set forth in Section 6.

7. **Notices.** With respect to any notice required or permitted to be given in connection with Agreement (a "Notice"), such Notice shall be deemed received three (3) days after deposit of such Notice in the United States Certified Mail, return receipt requested, postage pre-paid, or on

the day of delivery, when delivered personally, to the addresses and parties provided below:

| | |
|---------------|---|
| To the City: | The City of El Paso Attn: City Manager 300 N. Campbell El Paso, Texas 79901 |
| With Copy to: | El Paso Animal Shelter Attn: Animal Services Director 5001 Fred Wilson Ave. El Paso, Texas 79906 |
| EPCF: | El Paso Community Foundation Attn: President 333 N. Oregon, 2 nd Fl. El Paso, Texas 79901 |

8. **Modification of this Agreement.** This Agreement may be modified only by written agreement by the Parties.

9. **Assignment.** The Parties may not assign any obligations or rights under this Agreement without the express written consent of the other Party.

10. **No Joint Enterprise.** This Agreement does not create any joint enterprise between the Parties.

11. **Independent Contractors.** The City and EPCF are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor EPCF nor any of their respective agents or employees has control or the right to control the activities of the other Party in carrying out the terms of this Agreement. Both Parties agree that neither Party has, nor will attempt to assert, authority to make commitments for or to bind the other Party to any obligation other than the obligations described in this Agreement.

12. **Headings.** The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.

13. **Expenditures.** Each Party to this Agreement is responsible for the costs associated with such Party's exercise of any rights or performance of any duties under this Agreement.

14. **Complete Agreement.** This Agreement constitutes and expresses the entire agreement between the Parties hereto in reference to the services and agreements herein described.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute one and the same agreement. Delivery of an executed counterpart to this Agreement by .pdf attachment through electronic mail or other electronic means shall be effective as an original.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

17. **Severability.** If a court of competent jurisdiction finds any term of this Agreement to be illegal, invalid, or unenforceable, such term shall be excluded to the extent of such illegality, invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term shall be deemed replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2022.

CITY OF EL PASO:

By: _____
Tommy Gonzalez
City Manager

APPROVED AS TO CONTENT:


Terry Kebschull
Animal Services Director

APPROVED AS TO FORM:


Eric Gutierrez
Assistant City Attorney

EL PASO COMMUNITY FOUNDATION


Eric Pearson
President



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-669, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Michelle Dioselina Esparza to the Committee on Border Relations by Representative Joe Molinar, District 4.

DATE: 5/26/2022

TO: City Clerk

FROM: City Representative Joe Molinar

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0004

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of June 7, 2022

Re-appointment of Michelle Dioselina Esparza to the Committee on Border Relations by
Representative Joe Molinar, District 4.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Committee on Border Relations

NOMINATED BY: City Representative Joe Molinar DISTRICT: Four

NAME OF APPOINTEE Michelle Dioselina Esparza
(Please verify correct spelling of name)

E-MAIL ADDRESS: [REDACTED]

BUSINESS ADDRESS: _____

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

HOME ADDRESS: [REDACTED]

CITY: El Paso ST: TX ZIP: [REDACTED] PHONE: [REDACTED]

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: _____ NO: X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

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

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: Committee on Border Relations - March 2, 2021 – May 31, 2022

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

NAME OF INCUMBENT: Michelle Dioselina Esparza

EXPIRATION DATE OF INCUMBENT: 5/31/2022

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

DATE OF APPOINTMENT: 06/7/2022

TERM BEGINS ON : 06/1/2022

EXPIRATION DATE OF NEW APPOINTEE: 05/31/2024

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

2nd TERM: X

UNEXPIRED TERM: _____

EDUCATION

The Ohio State University Moritz College of Law

Juris Doctor, May 2019

- Ohio State Journal of Criminal Law: Chief Managing Editor
- Moot Court Travel Team: Evidence Competition, New York
- Moot Court Governing Board: Justice of Advocacy Skills

University of Texas at El Paso

Bachelor of Business Economics, May 2016

- University Dance Team Captain

EMPLOYMENT

Mounce, Green, Myers, Safi, Paxson & Galatzan, El Paso, Texas, September 2019-Present

Associate Attorney

- Focused on Cross-Border Business Litigation, Labor and Employment, School Law, Insurance Defense, and Appellate.

BAR AND COURT ADMISSIONS

- State Bar of Texas, 2019
- United States District Court, Western District of Texas, 2020
- United States Court of Appeals, Fifth Circuit, 2020
- United States Court of Appeal, Tenth Circuit, 2020

PROFESSIONAL AND COMMUNITY ACTIVITIES

- UTEP Alumni Association Board of Directors, Board Member, 2020
- El Paso Bar Association, Member, 2019
- Texas Council of School Attorneys, Member, 2020

PUBLICATIONS

- *The Story of Dr. Lawrence a Nixon, A black doctor in El Paso, who successfully challenged to discriminatory Texas statutes in the U.S. Supreme Court*, El Paso Bar Journal, Fall 2020

EXPERIENCE

Mounce, Green, Myers, Safi, Paxson & Galatzan

El Paso, Texas, Summer 2018

Summer Law Clerk

- Conducted legal research and drafted legal memoranda for cases involving cross-border business litigation, insurance defense, labor and employment, and school law.

U.S. Department of Homeland Security

Washington, D.C., Summer 2017

Office of the General Counsel Regulatory Affairs Law Division, Legal Intern

- Conducted legal research and drafted memos providing guidance for regulatory and administrative law practice matters.

Federal Reserve Bank of Dallas

Dallas and El Paso, Texas, August 2015-April 2016

Economic Scholars Conference for Undergraduate Research, Presenter

- Presented economic research on the state of the U.S.-Mexico border retail sector.

Office of Congressman Beto O'Rourke

El Paso, Texas, January 2015-June 2015

Department of Defense and Veterans Affairs, Intern

- Corresponded between federal agencies and constituents of the Texas-16 congressional district.

Court Appointed Special Advocate

El Paso, Texas, August 2014-December 2015

CASA/Guardian Ad Litem

- Advocated for the best interest of children who have been placed in the child welfare system.

LANGUAGES: Fluent in Spanish.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-715, 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.

Ann Marie Canales to the Committee on Border Relations by Representative Cissy Lizarraga, District 8.

DATE: 06/01/2022

TO: City Clerk

FROM: City Representative Cissy Lizarraga

ADDRESS: 300 N. Campbell St.

TELEPHONE 915-212-0008

Please place the following item on the (Check one): CONSENT XXX REGULAR

Agenda for the Council Meeting of June 7, 2022

Item should read as follows: Reappointment of Ann Marie Canales to the Committee on Border

Relations by Representative Cissy Lizarraga, District 8.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Committee on Border Relations

NOMINATED BY: Representative Cissy Lizarraga DISTRICT: 8

NAME OF APPOINTEE Ann Marie Canales
(Please verify correct spelling of name)

E-MAIL ADDRESS: [REDACTED]

BUSINESS ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____

HOME ADDRESS: [REDACTED]

CITY: El Paso ST: TX ZIP: [REDACTED] PHONE: [REDACTED]

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: X NO: _____

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED

APPOINTEE: Chris Canales, Legislative Aide, Son

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: No

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

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

NAME OF INCUMBENT: Ann Marie Canales

EXPIRATION DATE OF INCUMBENT: 05/31/2022

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

RESIGNED _____

REMOVED _____

DATE OF APPOINTMENT: 06/07/2022

TERM BEGINS ON : 06/01/2022

EXPIRATION DATE OF NEW APPOINTEE: 05/31/2024

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

2nd TERM: X

UNEXPIRED TERM: _____

ANN CANALES

EXPERIENCE

MARCH 2012 – PRESENT

REGISTRAR, EPISD

NOVEMBER 2005 – FEBRUARY 2012

LIMITED PROFICIENCY ASSESSMENT COMMITTEE CLERK, EPISD

JANUARY 2000 – OCTOBER 2005

MEDICAL TRANSCRIPTION, SELF EMPLOYED

JUNE 1988 – APRIL 1992

COMPTROLLER (CD JUAREZ, MEXICO OFFICE), DUN & BRADSTREET

JULY 1983 – MAY 1988

INTERNAL AUDITOR, DUN & BRADSTREET

EDUCATION

BACHELOR OF SCIENCE IN ACCOUNTING, NORTHEASTERN UNIVERSITY

Magna Cum Laude



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-700, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Deborah Zuloaga to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Joe Molinar, District 4.

DATE: 5/31/2022

TO: City Clerk

FROM: City Representative Joe Molinar

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0004

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of June 7, 2022

Re-Appointment of Deborah Zuloaga to the Greater El Paso Civic, Convention and Tourism

Item should read as follows: Advisory Board by City Representative Joe Molinar, District 4.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Greater El Paso Civic, Convention and Tourism Advisory Board

NOMINATED BY: City Representative Joe Molinar DISTRICT: Four

NAME OF APPOINTEE Deborah Zuloaga
(Please verify correct spelling of name)

E-MAIL ADDRESS: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

CITY: El Paso ST: TX ZIP: 79901 PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

CITY: El Paso ST: TX ZIP: [REDACTED] PHONE: [REDACTED]

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: _____ NO: X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

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

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: Parks and Recreation Advisory Board – 2/16/2021 – 10/14/2025; Greater El Paso Civic Convention and Tourism Advisory Board – 2/15/2022 – 6/12/2022

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

NAME OF INCUMBENT: Deborah Zuloaga

EXPIRATION DATE OF INCUMBENT: 6/12/2022

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

DATE OF APPOINTMENT: 6/7/2022

TERM BEGINS ON : 6/13/2022

EXPIRATION DATE OF NEW APPOINTEE: 6/12/2024

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

2nd TERM: _____

UNEXPIRED TERM: _____



Deborah A. Zuloaga is a native El Pasoan and graduate of North Texas State University (now University of North Texas). In 2003, Ms. Zuloaga was selected by the Board of Directors of the United Way of El Paso County to serve as the organization's President and Chief Executive Officer.

Ms. Zuloaga previously served as the United Way of El Paso County's Associate Director and Resource Development Director. She was also Executive Director of Girl Scouts of the Rio Grande.

Ms. Zuloaga spent 11 years in Washington, D.C. and her experience included serving as Special Events Coordinator of a Hispanic grassroots presidential campaign effort, VIVA '84; Deputy Associate Director of Presidential Personnel, The White House; and Director, Federal Advisory Committee Office, U.S. Department of Health and Human Services.

Ms. Zuloaga serves on the Texas Prepaid Higher Education Tuition Board and is a member of the Board of Trustees for the Texas Center for Legal Ethics. She is also a member of United Way Worldwide Membership Accountability Committee, City of El Paso Parks and Recreation Advisory Board, and Executive Forum. Ms. Zuloaga is a past Chair of Leadership El Paso and alumni of The Texas Lyceum.

In 2019, El Paso Inc. honored Ms. Zuloaga as one of six Women of Impact and she was the 2021 recipient of Children at Risk's award for Outstanding Child Advocate—West Texas.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-664, 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 Alexsandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Victor Barajas to the Bicycle Advisory Committee by Representative Alexsandra Annello, District 2.

DATE: 5.25.22

TO: City Clerk

FROM: City Representative Aleksandra Anello

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0002

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of June 7, 2022

Reappointment of Victor Barajas to the Bicycle Advisory Committee by Representative
Aleksandra Anello, District 2.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Bicycle Advisory Committee

NOMINATED BY: City Representative Aleksandra Anello DISTRICT: Two

NAME OF APPOINTEE Victor Barajas
(Please verify correct spelling of name)

E-MAIL ADDRESS: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

CITY: El Paso ST: TX ZIP: [REDACTED] PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

CITY: El Paso ST: TX ZIP: [REDACTED] PHONE: [REDACTED]

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:

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

[REDACTED]

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: N/A

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

NAME OF INCUMBENT: Victor Barajas

EXPIRATION DATE OF INCUMBENT: 06/30/2022

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

DATE OF APPOINTMENT: 06/07/2020


TERM BEGINS ON: 06/08/2022

EXPIRATION DATE OF NEW APPOINTEE: 06/07/2024

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

2nd TERM: X

UNEXPIRED TERM: _____



VICTOR H. BARAJAS

EDUCATION

May 2007 The University of Texas at El Paso
Master of Arts in Interdisciplinary Studies
Concentration: English, History and Philosophy
Master Thesis: Undocumented Immigration: A Visual and Oral Narrative

May 2001 The University of Texas at El Paso
Bachelor of Arts in English and American Literature

PROFESSIONAL EXPERIENCE

May 20019 to Present CDC/NCHS/WESTAT Rockville, MD

Field Study Manager: Supervise the data collection process for NHANES (National Health & Nutrition Examination Survey) in up to 5 different counties across the U.S. This health survey is considered the gold standard of health and nutrition data collection. This involves managing the data collection process, supervise the production of field interviewers, case management, uphold federal government guidelines and ensure that response rates are being met.

August 2014 to Present Airbnb/Hospitality El Paso, TX

Airbnb Superhost: Provide lodging services to travelers visiting El Paso. It includes fully renovating three properties to make them travel ready. Also, meet with guests, answer questions, provide feedback and suggestions for activities in the city, and assure guests have a superb experience in El Paso. Great emphasis is made in promoting local restaurants, businesses, museums, the Franklin Mountains, to enhance the local experience and the positive perception of El Paso. This has resulted in over 1350 positive reviews in the last six years.

December 2018 to May 2019 CDC/NCHS/WESTAT Rockville, MD

Field Office Coordinator: Supervise the travel and lodging arrangements for field interviewers and medical exam team at NHANES. Additionally, assist study manager in assigning and distributing cases to field interviewers. Also, assist in managing cases and making decisions to obtain desired response rates.

December 2010 to December 2018 CDC/NCHS/WESTAT Rockville, MD

Field Office Support: Assist in the setup of more than 15 field offices in counties throughout the U.S. for NHANES during a calendar year. This involves working with different vendors, building managers, media, health department, local authorities, and coordinating the arrival and set up of a fully functional field office. Additionally, it involves training new field interviewers and office staff. As well as assisting interviewers with field work and technical issues.

October 2010 to December 2017

El Paso Photo Ops

El Paso, TX

Sales-Marketing Director/ Partner: Manage the sales, marketing, and promotion for a photo booth rental company. It includes interacting with clients in events ranging from school events, weddings, private parties, corporate events, as well as planning with event coordinators. Additionally, it involves managing phone calls, emails and social media. This photo booth company averages 80-100 events per year.

August 2007 to September 2010

CDC/NCHS/WESTAT

Rockville, MD

Assistant Office Manager: Supervise and perform quality control procedures for the data collection in the National Health and Examination Survey (NHANES). This includes training field interviewers in accurate data collection procedures, in addition to the proper use of computer programs and research related materials. Supervise and implement strict adherence to protocol standards. Under strict deadlines, prepare, supervise, edit, and collect all study materials and results to be sent to NCHS (National Center for Health Statistics) headquarters.

BICYCLE ADVOCACY:

Lead Organizer: Binational Bike Rides- El Paso/Cd. Juarez

May 2015 to Present

Coordinate monthly binational bicycle rides with the cycling organizers from Cd. Juarez. These bike rides engage the cycling communities of El Paso, Juarez, and Las Cruces. These activities create community by encouraging participation from diverse cycling groups by exploring different areas of El Paso and Juarez. Upwards of 150 cyclists participate in these monthly rides. Local business are supported by making them part of the group route.

Lead Organizer: Bike Month El Paso / Juarez:

May 2013 to Present

Coordinate up to 20-25 bike rides throughout the month of May in El Paso / Juarez. Bike Month is The League of American Bicyclists official month that celebrates and encourages cycling throughout the U.S. These bike rides encourage more people to be part of the cycling community, and it allows for those with minimal experience to explore the streets of El Paso / Juarez. Local businesses have been part of the routes on these rides to support and demonstrate the potential of the cycling community.

Co-Lead Organizer: Critical Mass El Paso 2010-Present

Assist with coordinating bike rides that take place the last Friday of every month. These bike rides allow for cyclist to explore different areas of the city, encourage novice cyclists to ride in a group, and for motorists to be more aware of the many cyclists that exists in the area. Upwards of 120 cyclists participate in these rides. This also led to the creation of Critical Mass Juarez when cyclists from Juarez would come and participate here in El Paso.

Supporting member: VeloPaso / 2013 to Present

Supporting member: Slow Ride / Cleveland, GA 2018

Supporting member: Critical Mass / Miami, FL 2012

Supporting member: Critical Mass/ Atlanta, GA 2011

Supporting member: Bike Party / San Jose, CA 2010

Supporting Member: Critical Mass / San Francisco, CA 2009

Supporting member: Critical Mass / Chicago, IL 2008

REFERENCES

Upon request



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-723, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Marisela Rios to the City Plan Commission by Representative Cassandra Hernandez, District 3.

Marisela Rios

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Experience

Security Service Federal Credit Union- November 2012 to Present

Vice President- Member Service- June 2017- Present

- Responsible for the overall operations of Member Service for the Mountain region including Branch Operations, Operational Training, and Business Development to include Field of Membership expansion.
- Oversee resource allocation for the district
- Oversee departmental functions to meet the enterprise strategic plan and monitors departmental performance against those objectives.
- Completes any other job-related duties needed to help drive to our Vision, fulfill our Purpose, and abide by our Organization's Values.

Senior Manager- Contact Center- 11/2012- June 2017

- Led and responsible for a team of 64 agents, and 5 supervisors for inbound contact center
- Responsible for training and development to achieve all key performance Indicators and goals within contact center
- Monitor, organize, and coach team each day to KPI's, QA, and processing issues that arise
- Interview and hire new candidates
- Organize and implement new hire classes for El Paso contact center
- Responsible for expansion of the El Paso contact center to include input and monitoring of hiring, build out and construction for expansion

State Farm Insurance, El Paso, Tx - August 2008- August 2012

Insurance Agency Owner/Agent

Verizon Wireless/Alltel Communications- October 1999 – June 2008

Director of Business Sales El Paso, Tx./Southern New Mexico

Education

University of Phoenix El Paso- 03/99 – 02/01

BS in Business Management

Community Outreach

- El Paso Chapter of CU- Marketing Committee 2012 - 2016
- Financial Women in Texas 2012 – 2013
- Leadership El Paso participant- 2015
- Armed Services YMCA- BOD Secretary 2018 - Current



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-694, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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.

Wesley Lawrence to the Regional Renewable Energy Advisory Council by Representative Cassandra Hernandez, District 3.

DATE: 5.31.22

TO: City Clerk

FROM: City Representative Cassandra Hernandez

ADDRESS: 300 N. Campbell TELEPHONE 915.212.0003

Please place the following item on the (Check one): CONSENT X REGULAR

Agenda for the Council Meeting of 6.7.22

Appointment of Wesley Lawrence to the Regional Renewable Energy Advisory Council by
Item should read as follows: Representative Cassandra Hernandez, District #3

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Regional Renewable Energy Advisory Council

NOMINATED BY: City Representative Cassandra Hernandez DISTRICT: 3

NAME OF APPOINTEE Wesley Lawrence

(Please verify correct spelling of name)

E-MAIL ADDRESS: [REDACTED]

BUSINESS ADDRESS: N/A

CITY: N/A ST: N/A ZIP: N/A PHONE: N/A

HOME ADDRESS: [REDACTED]

CITY: El Paso ST: TX ZIP: [REDACTED] PHONE: [REDACTED]

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: ZBA FROM NOVEMBER 12, 2019 TO FEBRUARY 16, 2021

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

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

NAME OF INCUMBENT: KC Griffin

EXPIRATION DATE OF INCUMBENT: 3.3.22

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

DATE OF APPOINTMENT: 6.7.22

TERM BEGINS ON : 6.7.22

EXPIRATION DATE OF NEW APPOINTEE: 3.3.24

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X
2nd TERM:
UNEXPIRED TERM:



WESLEY LAWRENCE

Professional Goals

I aim to work with people to make El Paso a better place for everyone to live and prosper!

Get in touch!

Mobile:

[REDACTED]

Email:

[REDACTED]

Address:

[REDACTED]
[REDACTED]

Specializations

- Social Media Management
- Digital Advertising
- Digital Marketing
- Public Speaking
- Communication
- Public Relations
- Community Organizing

Organizations

- El Paso Young Democrats
- Northeast Democrats
- East Side Democrats
- Westside Democrats
- Students Demand Action
- VFW Post 8550 Auxiliary
- Borderland Rainbow Center

Honors

- Eagle Scout
- Vigil Honor Scout
- El Paso Ambassador
- President El Paso Young Democrats
- Board Member Borderland Rainbow Center
- SR. Vice President VFW Post 8550 Auxiliary

Work Experience

City Council District 4 Candidate

Wesley For District 4 | Jan 2019 - Nov 2020

- Contacted 5,000 Voters via phone calls and talked to 2,500 voters face-to-face.
- Managed 15 volunteers and 2 interns.
- Ran a clean campaign focused on the people and issues such as transitioning to clean energy and getting the people involved in their government.

Web Designer / Creative Consultant

2911 West | Jan 2020 - April 2020

- Created 50 live and interactive websites for local businesses in El Paso Texas utilizing Douda.
- Worked with my clients to develop a social media marketing plan, develop effective site maps, and create simple business measures.
- Taught clients how to create simple graphics to help promote their business using Canva and Adobe Spark.

Deputy Field Organizer

Texas Freedom Network | Aug. 2021 -Dec. 2021

- Did COVID-19 community outreach which resulted in 3,500 calls and 25,000 texts to members of my community to encourage them to get vaccinated.
- Participated in COVID-19 vaccine town halls to talk about vaccine safety.
- Worked with elected officials and local organizations to collaborate on voter registration drives.

Academic History

El Paso Community College

Pursing Associates Degree | Mass Media Communications

Austin High School

2015 Graduate



Legislation Text

File #: 22-676, 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.

Tax refund to North Point Capital, in the amount of \$3,132.30 for an overpayment made on February 17, 2020 of 2019 taxes. (Geo. # X579-000-3180-2001)

This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

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

AGENDA DATE: June 7, 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.

Tax Refund to TK Elevator Corporation, in the amount of \$3,996.77 for an overpayment made on November 16, 2021 of 2021 taxes. (Geo. # 0242-999-3003-0000). This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

BACKGROUND / DISCUSSION:

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

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

PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

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

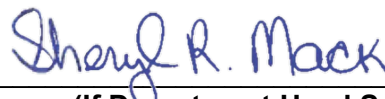
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

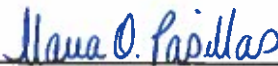
 for Maria O. Pasillas

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

TAX REFUNDS
June 7, 2022

1. North Point Capital, in the amount of \$3,132.30 made an overpayment on February 17, 2020 of 2019 taxes.
(Geo. # X579-000-3180-2001)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



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

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

TAX OFFICE
RECEIVED
MAY 16 2022

NORTH POINT CAPITAL
11650 GATEWAY EAST STE. A
EL PASO, TX 79927

| | |
|--|-------------------|
| Geo No. X579-000-3180-2001 | Prop ID 128738 |
| Legal Description of the Property 79 TSP 3 SEC 18 T & P IMPS ONLY ON S 1/2 OF NE 1/4 OF SW 1/4 OF NW 1/4 | |
| 12655 STARDUSTER | |
| OWNER: NORTH POINT CAPITAL LLC | |
| 2019 OVERAGE AMOUNT \$3,132.30 | |

6: COUNTY OF EL PASO. 7: EL PASO COMMUNITY COLLEGE. 8: UNIVERSITY MEDICAL CENTER OF EL PASO. 9: SOCORRO ISD. 15: EMERG. SERVICES DIST #1. 25: LWR VALLEY WTR DISTRICT

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: North Point Capital | | | |
| | Address: 11650 Gateway East Ste. A | | | |
| | City, State, Zip: El Paso Tx 79927 | | | |
| Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement. | Daytime Phone No.: | 915-778-8844 | E-Mail Address: | juna.esky-transport@ic.co |
| | Payment made by: | Check No. | Date Paid | Amount Paid |
| | | OK 1004 | 1/27/20 | 13,719.89 |
| | 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 | |
| JMC 5/20/22 [Signature] | | Julie Ann [Signature] | | |
| TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 5-19-22 | | | | |

Deposit Status

Notes

Go To :

LUZR
ACT80122 v1.91

05/27/2022 11:37:33
ACTEP

DEPOSIT

Remittance

Detail

Summary Query

Summary

Deposit No.

Account No.

Remit Seq No.

Check No.

Payment Amount

Payment Agreement No.

A02172065

X57900031802001

| Check/Receipt Images | Deposit No. | Receipt Date | Remit Seq No. | Check No. | Payment Type | Payment Amount | Applied Amount | Transaction Type | Account No. | Payer |
|-------------------------|-------------|-----------------|------------------|--------------|-----------------|-------------------|-------------------|---------------------|-----------------|------------------------|
| | A02172065 | 02/17/2020 | 43743176 | 1004 | CH | \$13,719.89 | \$10,587.59 | PA | X57900031802001 | NORTH POINT CAPITAL L |
| | A02172065 | 02/17/2020 | 43743176 | 1004 | CH | \$13,719.89 | \$3,132.30 | LG | X57900031802001 | NORTH POINT CAPITAL L |
| | RC210730 | 02/17/2020 | 43743176 | 1004 | CH | \$3,132.30 | \$3,132.30 | LG | X57900031802001 | 27177637-NORTH POINT C |
| | RC210730 | 02/17/2020 | 43743176 | 1004 | CH | \$3,132.30 | \$3,132.30 | TR | X57900031802001 | NORTH POINT CAPITAL L |
| * | X0205151048 | 01/31/2015 | 28762838 | 00565 | CH | \$1,735.46 | \$1,735.46 | PA | X57900031802001 | NORTH POINT CAPITAL L |
| * | X0203141035 | 01/31/2014 | 25608147 | 00534 | CH | \$1,715.58 | \$1,715.58 | PA | X57900031802001 | NORTH POINT CAPITAL L |
| * | X0205131003 | 01/31/2013 | 22990740 | 00518 | CH | \$1,675.88 | \$1,675.88 | PA | X57900031802001 | NORTH POINT CAPITAL L |
| | A10251123 | 10/25/2011 | 18896875 | 251296 | CH | \$1,596.54 | \$1,596.54 | PA | X57900031802001 | 21166831-LONE STAR TIT |
| * | X1210101002 | 12/10/2010 | 17020102 | 01243 | CH | \$1,565.73 | \$1,565.73 | PA | X57900031802001 | BARRETT PHIL C |
| * | X1216092003 | 12/16/2009 | 14843579 | 01081 | CH | \$14,730.27 | \$1,545.30 | PA | X57900031802001 | BARRETT PHIL C |
| | X1209082003 | 12/09/2008 | 12559736 | 01454 | CH | \$1,557.93 | \$1,557.93 | | X57900031802001 | BARRETT, PHIL C |
| | X1127072000 | 11/27/2007 | 9982645 | 01289 | CH | \$1,548.23 | \$1,548.23 | | X57900031802001 | BARRETT, PHIL C |
| Applied Total | | | | | | | \$26,660.54 | | | |



Legislation Text

File #: 22-697, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

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

AGENDA LANGUAGE:

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

Accept the donation of \$2,500 from Marathon Petroleum and \$2,500 from ZTEX Construction for community engagement events in District 3.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 6.7.22

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

DISTRICT(S) AFFECTED:

STRATEGIC GOAL

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

SUBJECT:

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

For Notation Purposes:

Accept the donation of \$2,500 from Marathon Petroleum and \$2,500 from ZTEX Construction for community engagement events in District 3.

BACKGROUND / DISCUSSION:

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

The Office of Representative Hernandez host yearly initiatives for District 3 and the community, which are funded through a combination of donations from community partners and with District 3 discretionary funds.

Some initiatives include: providing turkeys to families, schools and civic associations who provide meals to less fortunate families; Halloween Drive-Thrus to allow children to get candy and dental supplies during the pandemic, instead of going door-to-door trick-or-treating; block parties, as well as a toy and grocery-gift card giveaways for the Sambrano neighborhood in South Central; and providing supplies and goodies to our senior centers.

In addition, this year the Office of District 3 plans to host a *Movies in the Park* to engage the newly acquired parts of the District, as a result of redistricting.

We recognize the need and togetherness these events bring to our neighborhoods. Through the community partners willing to support District 3 through their donations, we are able to make these events possible.

PRIOR COUNCIL ACTION:

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

Yes, District 3 has notated donations for past community initiatives held in District 3.

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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



Legislation Text

File #: 22-687, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

AGENDA LANGUAGE:

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

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

Award Summary:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. referencing Contract 2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids. This will be a change order to increase the award by \$67,600.90 for a total amount not to exceed \$740,397.40. This change order will cover expenses for the remainder of the contract for the initial term.

| | |
|-------------------------|---|
| Department: | Streets and Maintenance |
| Award to: | MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. El Paso, TX |
| Total Estimated Amount: | \$67,600.90 |
| Account No.: | 532 - 3600 - 531240 - 37020 - P3701 |
| Funding Source: | Internal Service Fund |
| District(s): | All |

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

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Richard J. Bristol, Director of Streets and Maintenance Department, (915) 212-7000
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

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:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. referencing Contract 2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids. This will be a change order to increase the award by \$67,600.90 for a total amount not to exceed \$740,397.40. This change order will cover expenses for the remainder of the contract for the initial term.

BACKGROUND / DISCUSSION:

This contract will allow for the continual maintenance and upkeep of City owned vehicles for consistent, safe and efficient operation while maintaining maximum reliability.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On January 4, 2022, City Council approved the award of contract 2022-0156 to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. for a one (1) year term and one (1) year-option to extend the contract for at total amount of \$1,345,593.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$67,600.90

Funding Source: Internal Service Fund

Account: 532 – 3600 – 531240 – 37020 – P3701

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



5-24-22

Richard J. Bristol, Director of Streets and Maintenance Department

**PROJECT FORM
(Change Order)**

Please place the following item on the **CONSENT** agenda for the Council Meeting of **June 7, 2022**.

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

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

Award Summary:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. referencing Contract 2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids. This will be a change order to increase the award by \$67,600.90 for a total amount not to exceed \$740,397.40. This change order will cover expenses for the remainder of the contract for the initial term.

| | |
|-------------------------|---|
| Department: | Streets and Maintenance |
| Award to: | MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. El Paso, TX |
| Total Estimated Amount: | \$67,600.90 |
| Account No.: | 532 – 3600 – 531240 – 37020 – P3701 |
| Funding Source: | Internal Service Fund |
| District(s): | All |



2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids – Change Order

Richard Bristol, Director, Streets and Maintenance

June 7, 2022





Strategic Plan Goal:

7: Enhance and Sustain El Paso's Infrastructure Network

7.2: Improve competitiveness through infrastructure improvements impacting the quality of life



Purpose of Procurement – Change Order

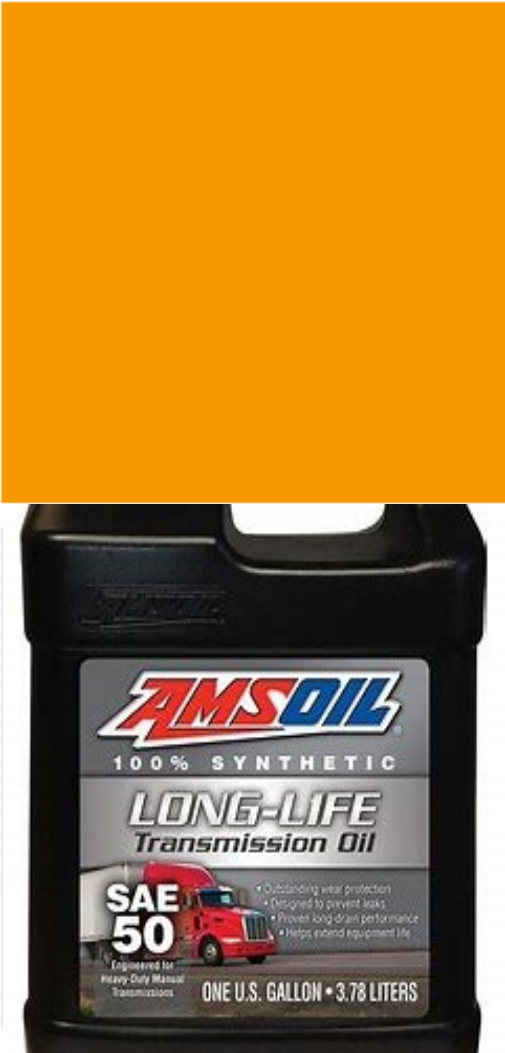
- Change Order is to adjust prices due to supply chain disruptions, higher demand and overall market conditions
- Purchase motor oil, antifreeze, lubricants, transmission oil, hydraulic oils and fluids
- Provides for preventive maintenance on all vehicles
- Will allow for safe, efficient and consistent operation of the City's Fleet





2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils and Fluids

| | |
|----------------------|--|
| Contractor | MJ Mader, Inc. dba Bio Dyne Chemical Co. |
| Initial Term & Award | \$672,796.50 – 1 Year |
| Option | 1 year - \$672,796.50 |
| Change Order | \$67,600.90 |
| Funding Source | Internal Service Fund – Fuel Inventory Purchases |
| Account No. | 532-37020-531240-3600-P3701 |



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



Legislation Text

File #: 22-660, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Fire, Interim Chief Jonathan P. Killings, (915) 493-5609

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1208

AGENDA LANGUAGE:

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

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

The award of Solicitation 2022-0068 Engine and Transmission Lubricants, Coolants and Antifreeze to C&R Distributing, LLC for an initial term of three (3) years for an estimated amount of \$123,797.70. The award also includes, a two (2) year option for an estimated amount of \$82,531.80. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$206,329.50.

This contract will supply the El Paso Fire Department fleet with lubricants.

Contract Variance:

The difference based in comparison to the previous contract is as follows:

An increase of \$18,798.30 for the initial term, which represents a 17.90% increase due to market prices increased substantially due to a disruption in the international supply chain.

| | |
|-------------------------|--------------------------------------|
| Department: | Fire Department |
| Award to: | C&R Distributing, LLC El Paso, TX |
| Item(s): | All |
| Annual Estimated Award: | \$ 41,265.90 |
| Initial Term: | \$ 123,797.70 (3 years) |
| Option to Extend: | \$ 82,531.80 (2 years) |
| Total Estimated Award: | \$ 206,329.50 (5 years) |
| Account No.: | 332-1000-22090-530040-P2216 |
| Funding Source: | General Fund |
| District(s): | All |

This is a Low Bid contract, unit price contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to C&R Distributing, LLC, the sole, lowest responsive, responsible bidder. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Interim Fire Chief Jonathan P. Killings, Fire Department, (915) 493-5609
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.3 – Increase Public Safety Operational Efficiency

SUBJECT:

The award of solicitation 2022-0068 Engine and Transmission Lubricants, Coolants and Antifreeze to C&R Distributing, LLC for an initial term of three (3) years for an estimated amount of \$123,797.70. The award also includes, a two (2) year option for an estimated amount of \$82,531.80. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$206,329.50. This contract will supply the El Paso Fire Department fleet with lubricants.

BACKGROUND / DISCUSSION:

The award will allow the El Paso Fire Department to have access to engine lubricants and antifreeze needed for the fleet vehicles.

SELECTION SUMMARY:

Solicitation was advertised on February 15, 2022 and February 22, 2022. The solicitation was posted on City website on February 15, 2022. The email (Purmail) notification was sent out on February 17, 2022. There were a total nineteen (19) viewers online; One (1) bid was received; one (1) from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$18,798.30 for the initial term, which represents a 17.90% increase due to price increases.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$123,797.70

Funding Source: General Fund

Account: 332-1000-22090-530040-P2216

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

2022-0068 Engine and Transmission Lubricants, Coolants and Antifreeze

PRIMARY DEPARTMENT: Fire Department
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Interim Fire Chief Jonathan P. Killings – Fire Department

**COUNCIL PROJECT FORM
(LOW BID)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda for the Council Meeting of **June 7, 2022**.

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

The linkage to the Strategic Plan is subsection 2.3 – Increase public safety operational efficiency.

Award Summary:

The award of solicitation 2022-0068 Engine and Transmission Lubricants, Coolants and Antifreeze to C&R Distributing, LLC for an initial term of three (3) years for an estimated amount of \$123,797.70. The award also includes, a two (2) year option for an estimated amount of \$82,531.80. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$206,329.50. This contract will supply the El Paso Fire Department fleet with lubricants.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$18,798.30 for the initial term, which represents a 17.90% increase due to market prices increased substantially due to a disruption in the international supply chain.

| | |
|-------------------------|-----------------------------|
| Department: | Fire Department |
| Award to: | C&R Distributing, LLC |
| | El Paso, TX |
| Item(s): | All |
| Annual Estimated Award: | \$ 41,265.90 |
| Initial Term: | \$ 123,797.70 (3 years) |
| Option to Extend: | \$ 82,531.80 (2 years) |
| Total Estimated Award: | \$ 206,329.50 (5 years) |
| Account No.: | 332-1000-22090-530040-P2216 |
| Funding Source: | General Fund |
| District(s): | All |

This is a Low Bid contract, unit price contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to C&R Distributing, LLC, the sole, lowest responsive, responsible bidder. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

*******ADDITIONAL INFO BELOW*******



CITY OF EL PASO BID TABULATION FORM



Project Name: Engine and Transmissions Lubricants, Coolants, and Antifreeze
Bid Opening Date: March 23, 2022

Solicitation # 2022-0068
Department: Fire

| | | | | | | C&R Distributing, LLC El Paso,TX Bidder 1 of 1 | | |
|-------------------------------|-----------------------------------|--------------------------------|--------|---------------------------|-----|--|--------------|--------------|
| GROUP A: ANTIFREEZE | | | | | | | | |
| ITEM NO. | DESCRIPTION | Manufacturer / Brand Product # | UOM | ANNUAL ESTIMATED QUANTITY | | UNIT PRICE | ANNUAL TOTAL | 3 YEAR TOTAL |
| | | | | (A) | (B) | | | |
| | | | | MIN | MAX | | | |
| | | | | | | (C) | (B)X(C)=(D) | (E) |
| 1. | Green Coolant / Antifreeze 50/50% | K-Solv # MAFTAT 5/5 | Gallon | 600 | 800 | \$5.40 | \$4,320.00 | \$12,960.00 |
| 2. | Red Coolant / Antifreeze 100%. | K-Solv # MAFTEXL 5/5 | Gallon | 40 | 200 | \$6.45 | \$1,290.00 | \$3,870.00 |
| TOTAL GROUP A: (Items 1 & 2) | | | | | | | \$5,610.00 | \$16,830.00 |

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved By: /s/_____
Date: 5/4/2022



CITY OF EL PASO BID TABULATION FORM



Project Name: Engine and Transmissions Lubricants, Coolants, and Antifreeze
Bid Opening Date: March 23, 2022

Solicitation #: 2022-0068
Department: Fire

| | | | | | | C&R Distributing, LLC El Paso,TX Bidder 1 of 1 | | |
|---|--|--|--------|---------------------------|------|--|--------------|--------------|
| GROUP B: DIESEL, MOTOR OIL & LUBRICANTS | | | | | | | | |
| ITEM NO. | DESCRIPTION | Manufacturer / Brand Product # | UOM | ANNUAL ESTIMATED QUANTITY | | UNIT PRICE | ANNUAL TOTAL | 3 YEAR TOTAL |
| | | | | (A) | (B) | | | |
| | | | | MIN | MAX | | | |
| 1. | High Performance, Heavy Duty Diesel Engine Oil CK-4, 15W40 | North American Lubricants Puramax Clean Fleet Ck-4 #1411191910 | Gallon | 200 | 2900 | \$8.05 | \$23,345.00 | \$70,035.00 |
| 2. | Full Synthetic Gear Oil 85W140 | Mobil #122040 | Gallon | 20 | 60 | \$37.25 | \$2,235.00 | \$6,705.00 |
| 3. | 40W Engine Oil | Mobil #102583 | Gallon | 40 | 80 | \$24.90 | \$1,992.00 | \$5,976.00 |
| | DEF | Certified DEF #PRDEFA | Gallon | 55 | 110 | \$2.00 | \$220.00 | \$660.00 |
| TOTAL GROUP B: (Items 1 - 4) | | | | | | | \$27,792.00 | \$83,376.00 |

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved By: /s/_____
Date: 5/4/2022



CITY OF EL PASO BID TABULATION FORM



Project Name: Engine and Transmissions Lubricants, Coolants, and Antifreeze
Bid Opening Date: March 23, 2022

Solicitation # 2022-0068
Department: Fire

| | |
|--|---|
| | C&R Distributing, LLC El Paso, TX Bidder 1 of 1 |
|--|---|

GROUP C: TRANSMISSION AND HYDRAULIC OILS & FLUIDS

| ITEM NO. | DESCRIPTION | Manufacturer / Brand Product # | UOM | ANNUAL ESTIMATED QUANTITY | | UNIT PRICE (C) | ANNUAL TOTAL (B)X(C)=(D) | 3 YEAR TOTAL (E) |
|----------|---|--|--------|---------------------------|-----|-------------------|-----------------------------|---------------------|
| | | | | (A) | (B) | | | |
| | | | | MIN | MAX | | | |
| 1. | Full Synthetic Automatic Transmission Fluid | North American Lubricants Puresyn MV ATF #1313512210 | Gallon | 330 | 385 | \$9.79 | \$3,769.15 | \$11,307.45 |
| 2. | Dexron III Automatic Transmission Fluid | North American Lubricants Puritech Sure Shift ATF #1610512010 | Gallon | 55 | 110 | \$6.65 | \$731.50 | \$2,194.50 |
| 3. | Mercon LV Automatic Transmission Fluid | North American Lubricants Puresyn MV ATF # 1313512210 | Gallon | 110 | 220 | \$9.79 | \$2,153.80 | \$6,461.40 |
| 4. | Mercon SP Automatic Transmission Fluid | North American Lubricants Puresyn MV ATF #1313512210 | Gallon | 55 | 55 | \$9.79 | \$538.45 | \$1,615.35 |
| 5. | AW32 Hydraulic Oil | North American Lubricants Puramax AW 32 #2111356010 | Gallon | 5 | 15 | \$6.10 | \$91.50 | \$274.50 |

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved By: /s/
Date: 5/4/2022



CITY OF EL PASO BID TABULATION FORM



Project Name: Engine and Transmissions Lubricants, Coolants, and Antifreeze
Bid Opening Date: March 23, 2022

Solicitation #: 2022-0068
Department: Fire

| | | | | | | C&R Distributing, LLC El Paso,TX Bidder 1 of 1 | | |
|---|--------------------|--|--------|---------------------------|-----|--|--------------|--------------|
| GROUP C: TRANSMISSION AND HYDRAULIC OILS & FLUIDS | | | | | | | | |
| ITEM NO. | DESCRIPTION | Manufacturer / Brand Product # | UOM | ANNUAL ESTIMATED QUANTITY | | UNIT PRICE | ANNUAL TOTAL | 3 YEAR TOTAL |
| | | | | (A) | (B) | | | |
| | | | | MIN | MAX | (C) | (B)X(C)=(D) | (E) |
| 6. | AW46 Hydraulic Oil | North American Lubricants Puramax AW 46 #2111376010 | Gallon | 35 | 75 | \$6.10 | \$457.50 | \$1,372.50 |
| 7. | AW68 Hydraulic Oil | North American Lubricants Puramax AW 68 #2111396010 | Gallon | 5 | 20 | \$6.10 | \$122.00 | \$366.00 |
| TOTAL GROUP C: (Items 1 - 7) | | | | | | | \$7,863.90 | \$23,591.70 |
| | | | | | | | | |

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved By: /s/
Date: 5/4/2022



CITY OF EL PASO BID TABULATION FORM



Project Name: Engine and Transmissions Lubricants, Coolants, and Antifreeze

Solicitation: 2022-0068

Bid Opening Date: March 23, 2022

Department: Fire

| | |
|--|---|
| | C&R Distributing, LLC El Paso, TX Bidder 1 of 1 |
| OPTION TO EXTEND THE TERM OF THE AGREEMENT THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR: | |
| TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT: | <input checked="" type="checkbox"/> |
| NO OPTION OFFERED | <input type="checkbox"/> |
| BIDDER'S PROMISED DELIVERY: Within ___ consecutive calendar days | 2 |
| Within ___ hours or overnight after receipt of verbal order in cases of emergency. | 24 |
| AMENDMENTS ACKNOWLEDGED : | YES |
| Bids Solicited: 5 Local Bids Solicited: 4 Bids Received: 1 Local Bids Received: 1 No Bid: 0 | |
| IF BIDDER DOES NOT SPECIFY AN EARLIER DELIVERY, THE CITY'S REQUIRED DELIVERY SHALL PREVAIL. A DELIVERY DATE LATER THAN THE CITY'S REQUIRED | |

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved By: /s/
Date: 5/4/2022

2022-0068 Engine and Transmission Lubricants, Coolants and Antifreeze

MJ Mader Enterprises, Inc dba Bio-
Dyne Chemical Co.
1315 W. Main Dr.
El Paso, Texas 79902

Tigua Distributing
1025 Wall Street
El Paso, Texas 79915 Email:

Hostein Oil & Distributing, LLC
4584 Ripley Building 9
El Paso, Texas 79922 Email:

Brewer Oil Company
2701 Candelaria NE
Albuquerque, NM 87107

C&R Distributing, LLC
140 South Prado
El Paso, Texas 79907



Legislation Text

File #: 22-720, 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

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

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 condemning the May 24, 2022 attack at Robb Elementary School in Uvalde, Texas and expressing condolences and deepest sympathies to those lost, injured and impacted by the horrific tragedy.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: Tuesday, June 7, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Henry Rivera, District 7- 915.212.0007

City Representative Cassandra Hernandez, District 3- 915.212.0003

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBJECT:

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

Discussion and action on a resolution condemning the May 24, 2022 attack at Robb Elementary School in Uvalde, Texas and expressing condolences and deepest sympathies to those lost, injured and impacted by the horrific tragedy.

BACKGROUND / DISCUSSION:

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

On May 24, 2022, an 18-year-old armed with an assault weapon murdered 19 innocent children and two teachers and injured 17 others during a mass shooting at Robb Elementary School in Uvalde, Texas.

The City of El Paso extends its compassion, support and prayers to the families and loved ones of the victims and the entire community of the Uvalde, Texas.

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

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

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

RESOLUTION

WHEREAS, on May 24, 2022, an 18-year-old armed with an assault weapon, which he purchased a day after his 18th birthday, and another rifle purchased three days later, murdered 19 innocent children and two teachers and injured 17 others during a mass shooting at Robb Elementary School in Uvalde, Texas; and

WHEREAS, the United States has seen more than 200 mass shootings in 2022 alone, with 27 occurring at schools; and

WHEREAS, firearms are now the leading cause of death for American children, according to recently released data from the Centers for Disease Control and Prevention; and

WHEREAS, on August 3, 2019, the City of El Paso and our Sister City, Ciudad Juarez, faced a horrendous tragedy that shocked the city, state, nation and the world when a gunman traveled 11 hours through Texas to an El Paso Walmart store, killing 23 and injuring 23 others with a semi-automatic rifle.; and

WHEREAS, the City of El Paso unwaveringly condemns the senseless attack on Uvalde, Texas and all mass shootings throughout the nation; and

WHEREAS, the City of El Paso strongly affirms the urgency for immediate legislative actions to be taken at the local, state and federal level for reasonable measures that limit access to assault weapons and implement procedures to prevent future gun violence incidents; and

WHEREAS, the City of El Paso extends its compassion, support and prayers to the families and loved ones of the victims and the entire community of Uvalde, Texas.

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

That the City of El Paso condemns the May 24, 2022 attack at Robb Elementary School in Uvalde, Texas and expresses condolences and deepest sympathies to those lost, injured and impacted by the horrific tragedy.

PASSED AND APPROVED this _____ day of _____, 2022.

THE CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura D. Prine
City Clerk



Karla M. Nieman
City Attorney



Legislation Text

File #: 22-696, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution recognizing and congratulating Destination El Paso and the El Paso Association of Fire Fighters IAFF Local 51 for their efforts to successfully secure El Paso as the location for the 2023 Texas State Association of Fire Fighters Convention.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 6.7.22

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez - 915.212.0003

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL

Goal 3 - Promote the Visual Image of El Paso

SUBJECT:

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

Discussion and action to approve a resolution recognizing and congratulating Destination El Paso and the El Paso Association of Fire Fighters IAFF Local 51 for their efforts to successfully secure El Paso as the location for the 2023 Texas State Association of Fire Fighters Convention.

BACKGROUND / DISCUSSION:

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

The Texas State Association of Fire Fighters (TSAFF) is Texas' only professional, career firefighters' organization, representing over 17,000 firefighter members and 173 affiliate locals. Every two years, delegates from the affiliate locals meet at a convention to elect TSAFF officers and decide the goals and objectives for the following two years.

City of El Paso has not hosted the TSAFF convention for more than 30 years. The process to secure the 2023 TSAFF convention began more than a year ago by a delegation made up of 12 members of the El Paso Association of Fire Fighters led by Paul Thompson, President of Local 51, and the City of El Paso's Destination El Paso team who traveled to Rockwall, Texas to promote the City of El Paso as the best choice for next year's convention.

PRIOR COUNCIL ACTION:

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

Yes, there have been previous resolutions and proclamations recognizing the efforts of Destination El Paso and local partners in securing El Paso as the location for upcoming conventions or events.

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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

RESOLUTION

WHEREAS, the Texas State Association of Fire Fighters (TSAFF) was established in 1938 and is Texas' only professional, career firefighters' organization, representing over 17,000 firefighter members and 173 affiliate locals; and

WHEREAS, the TSAFF objectives are to "unify Texas Professional Fire Fighters, to promote its interest, to pass legislation on its behalf, defeat legislation harmful to them, to provide necessary services to member locals and to establish the right of every Texas Professional Fire Fighter to bargain collectively and work under a contract"; and

WHEREAS, every two years, delegates from over 170 locals in Texas meet at a convention to elect officers of the TSAFF and decide the goals and objectives for the following two years; and

WHEREAS, the El Paso Association of Fire Fighters IAFF Local 51 represents El Paso within the Texas Association of Fire Fighters and works diligently to advance the interest of career firefighters within the City; and

WHEREAS, the City of El Paso is home to approximately 880 members of the El Paso Association of Fire Fighters; and

WHEREAS, Destination El Paso strives to bring new conventions and tourism to the City; and

WHEREAS, the process to secure the 2023 TSAFF convention began more than a year ago by a delegation made up of 12 members of the El Paso Association of Fire Fighters led by Paul Thompson, President of Local 51, and the City of El Paso's Destination El Paso team who traveled to Rockwall, Texas to promote the City of El Paso as an outstanding choice for next year's convention, and showcase the City and its unique flavor with the help of local businesses; and

WHEREAS, the City of El Paso has not hosted the TSAFF convention for more than 30 years; and

WHEREAS, through their promotion of the City of El Paso and all its offerings, Destination El Paso and IAFF Local 51 are pleased to announce that the Texas State Association of Fire Fighters will be hosting their next convention in El Paso, Texas in July of 2023.

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

That we congratulate Destination El Paso and the El Paso Association of Fire Fighters IAFF Local 51 for their efforts and welcome the **2023 Texas State Association of Fire Fighters Convention** to our City.

(Signatures on the following page)

APPROVED this _____ day of _____ 2022.

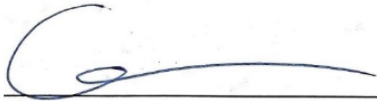
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney



Legislation Text

File #: 22-719, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

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.

Discussion and action following a presentation by Moms on Board (MOB) regarding their requests for the Parks and Recreation Department to provide additional all-abilities playgrounds, shade structures, restrooms, and other family-friendly amenities.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 06/07/2022 (Regular Agenda)

CONTACT PERSON NAME AND PHONE NUMBER:

Rep. Cissy Lizarraga, 915-212-0008

Rep. Isabel Salcido, 915-212-0005

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

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

Goal 8 - Nurture and Promote a Healthy, Sustainable 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 following a presentation by Moms on Board (MOB) regarding their request for the Parks and Recreation Department to provide additional all-abilities playgrounds, shade structures, restrooms, and other family-friendly amenities.

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?

Moms on Board (MOB) started in 2017 to amplify the voice of families and their priorities to the City, ensuring that families were at the forefront of every discussion. They first started as a Facebook group of parents to share information about family-friendly places and programs in El Paso - a central place where families could ask questions, offer recommendations and get to know one another and everything our city has to offer. MOB has previously worked with the City of El Paso to add shade structures and changing tables to various City facilities.

PRIOR COUNCIL ACTION:

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

No.

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?

Funding is being requested through the FY23 budget, though other options include a potential bond package or other sources.

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

El Paso City Council – June 7, 2022



WHO WE ARE

Moms on Board (MOB) started in 2017 to amplify the voice of families and their priorities to the City, ensuring that families were at the forefront of every discussion. We first started as a Facebook group of parents to share information about family-friendly places and programs in El Paso - a central place where families could ask questions, offer recommendations and get to know one another and everything our city has to offer.

WHAT WE'VE DONE



Because of our support, the County will be able to build **3 all-abilities playgrounds** in our county!



We've advocated for the building of shade structures at local playgrounds in the City of El Paso. Since then the City of El Paso has built **18 shade structures**!



We've advocated for changing tables in City of El Paso facilities! Since then the City of El Paso has **increased the number of changing tables** in men/women's bathrooms in city-owned buildings!



We've provided **curbside child care** at early voting sites making it more convenient for working families to vote!



We have **advocated at the state level** for curbside voting to be an option for families with young children.

\$1,000,000

We've helped raise 1 million dollars to build an all-abilities playground at Ascarate Park where everyBODY has a safe place to play no matter their ability!

10.5K Members

Our social networking has grown from 300 followers to a following of 10.5k members! This means peer-to-peer connections, agency opportunities for families, civic engagement & participation. MOB's voice matters!



MORE THAN JUST PLAY



You learn to socialize

You learn teamwork

You learn how to take risks

You learn how to grow

You learn to stand up for yourself

You learn respect

You learn to get up and dust yourself off



PLAY FOR ALL

Current standards in place from the American with Disabilities Act (ADA) means playgrounds must meet a certain level of accessibility.

But accessibility is only part of an inclusive playground design.

A truly inclusive playground will be usable by the widest range of abilities so every child can interact and do what all kids want to do: **play!**

An inclusive playground environment offers many benefits, including:

A safe place where children with and without disabilities can be challenged and have the option to choose how they engage in play.

Increased overall participation and usage in play and community recreational spaces.

A place where no one is left out, where all children – regardless of ability – can feel included and play side-by-side

A better atmosphere to meet the developmental needs of the whole child, including physical, cognitive, sensory, and social development

A multi-generational place where children and families are able to play together

Choosing to create an inclusive play space benefits the entire community because it recognizes everyone as an important member who is valued.

Inclusive playgrounds become a space for everyone to enjoy, socialize, create healthy bodies and experience meaningful fun together.

WHAT CAN THE CITY DO



Upgrade 2-3 playgrounds at neighborhood or community parks to all rubber surfacing per budget cycle.



Add shade structures to 2-3 existing neighborhood or community parks in each district, in the highest utilized playgrounds per budget cycle.



Add restrooms in all community and regional parks. Start with the ones that already have plumbing/infrastructure in place.



Create a PR Campaign highlighting the Park Partners program and educating communities on how to take ownership of their neighborhood parks. Make some PSA's highlighting this program.



A relationship with the Parks and Rec department and MOB to provide opportunities for community meetings with the MOB community.



Parks and Rec to add to their website a grading system that lists all the amenities at each park, including shade, restrooms, water fountains, rubber surfacing etc..



With all these requests, please consider adequate staffing and allocating the proper amount of maintenance dollars.

MOB is requesting that these items be considered for the budget this year and into the future

Finally, MOB would like Council to begin the planning process to ensure that there is one All Abilities Playground in each district, preferably located at Community or Regional parks.

WE ASKED MOB....



Adrianne Elizabeth Moody
Admin Parent of young kid · April 28 at 5:08 PM · 🌐

How can parks in El Paso improve for families? What can MOB ask the City to change? What do you enjoy or not enjoy about your park visits? MOB is gearing up for another trip to City Council! Stay tuned 🙌🙏!

[View insights](#) 1.3K post reach >

You, Victoria Rae Enriquez, Susan Harrison Guerra and 25 others 149 Comments

Like Comment Send

[View previous answers](#) All comments ▼



Susan Driscoll Experienced parent
There is shade on play scapes, but not on swings at many parks. ...

Like Reply 3w



Susan Driscoll Experienced parent
Trees ...

Like Reply 3w

APRIL 28, 2022

“we would love to use (our park) more. However, there’s no cover so on hot days, it’s too hot for my kids to use it because the playground is boiling hot and there’s no restroom, which means that my daughter who is 3, has absolutely peed herself either at the park or on her way home because she cannot make it back the couple of blocks.”

“My children have burned their legs using the slides in the summer!”

“Restrooms and shade. A lot still have porta potty and no where to wash your hands. Try using a porta potty in this heat . With little kids.”

“Restrooms and shade are my number one. During hot summer times, I feel like I have to limit time at the park to the last evening hours because the equipment is too hot to even touch without shade. Even when we can go with shade, lack of a restroom will cut us short 9 times out of 10. “

MAY 26, 2022



Adrianne Elizabeth Moody
Admin Parent of young kid · May 26 at 9:17 AM · 🌐

Please give me some examples of why you don’t necessarily use your neighborhood park to the fullest. I am looking for real life stories to share with City Council. One mom messaged me privately and said her daughter has wet her pants so many times because she can’t make it home fast enough to use the restroom. I am looking for testimonials of why we need more shade, restrooms, and more all abilities playgrounds at our parks? You can also DM if you are more comfortable with that.

[View insights](#) 5.2K post reach >

You, Mayte Gonzalez, ChriSandi Brackeen and 47 others 168 Comments

Like Comment Send

[View previous comments](#) All comments ▼



Jessica Villalva
 ---shade and clean bathrooms, but also the play surface...the wood chips are HORRIBLE ...

Like Reply 1d **232**

THANK YOU

MOMS ON BOARD

501 TEXAS

EL PASO. TX.79901

MOMSONBOARDUNITE@GMAIL.COM



Legislation Text

File #: 22-721, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Alessandra Annello, (915) 212-0002

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

AGENDA LANGUAGE:

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

Discussion and action formalizing the names of the City of El Paso Open Space Preserves to read "Lost Dog" and "Knapp Land Nature Preserve".

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: June 7, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 212-0002

City Representative Joe Molinar, 212-0004

DISTRICT(S) AFFECTED: All

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

SUBJECT:

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

Discussion and Action formalizing the names of the City of El Paso open space preserves to read "Lost Dog" and "Knapp Land Nature Preserve".

BACKGROUND / DISCUSSION:

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

N/A

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-711, 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, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

Presentation and update from HOME (a Texas municipal housing authority formerly known as the Housing Authority of the City of El Paso).

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

DEPARTMENT: Office of the Mayor

AGENDA DATE: June 7, 2022 – City Council Meeting – Regular Agenda

CONTACT PERSON NAME AND PHONE NUMBER: Mayor Oscar Leeser (915) 212-0021

DISTRICT(S) AFFECTED: ALL

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

SUBJECT: Presentation and update from HOME (a Texas municipal housing authority formerly known as the Housing Authority of the City of El Paso)

BACKGROUND / DISCUSSION: HOME will give a presentation to Mayor and Council on current projects and their state of construction.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: None

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

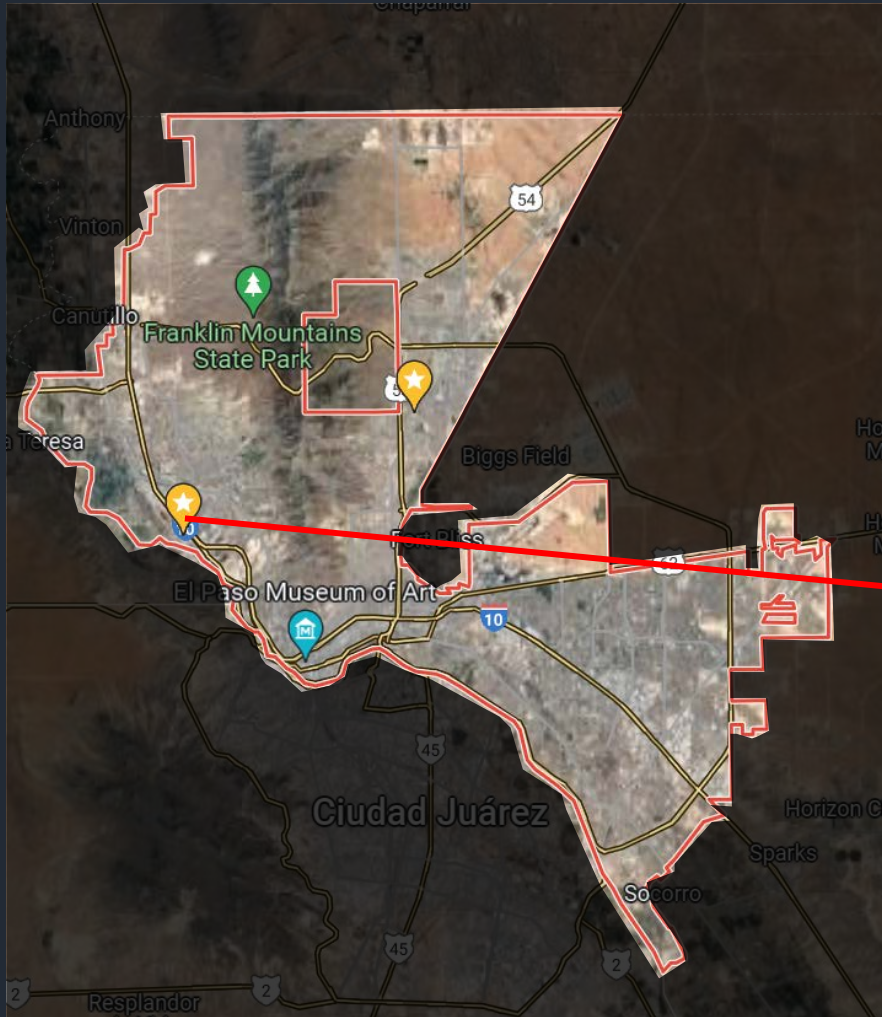
DEPARTMENT HEAD:





J.C. MACHUCA APARTMENTS

El Paso

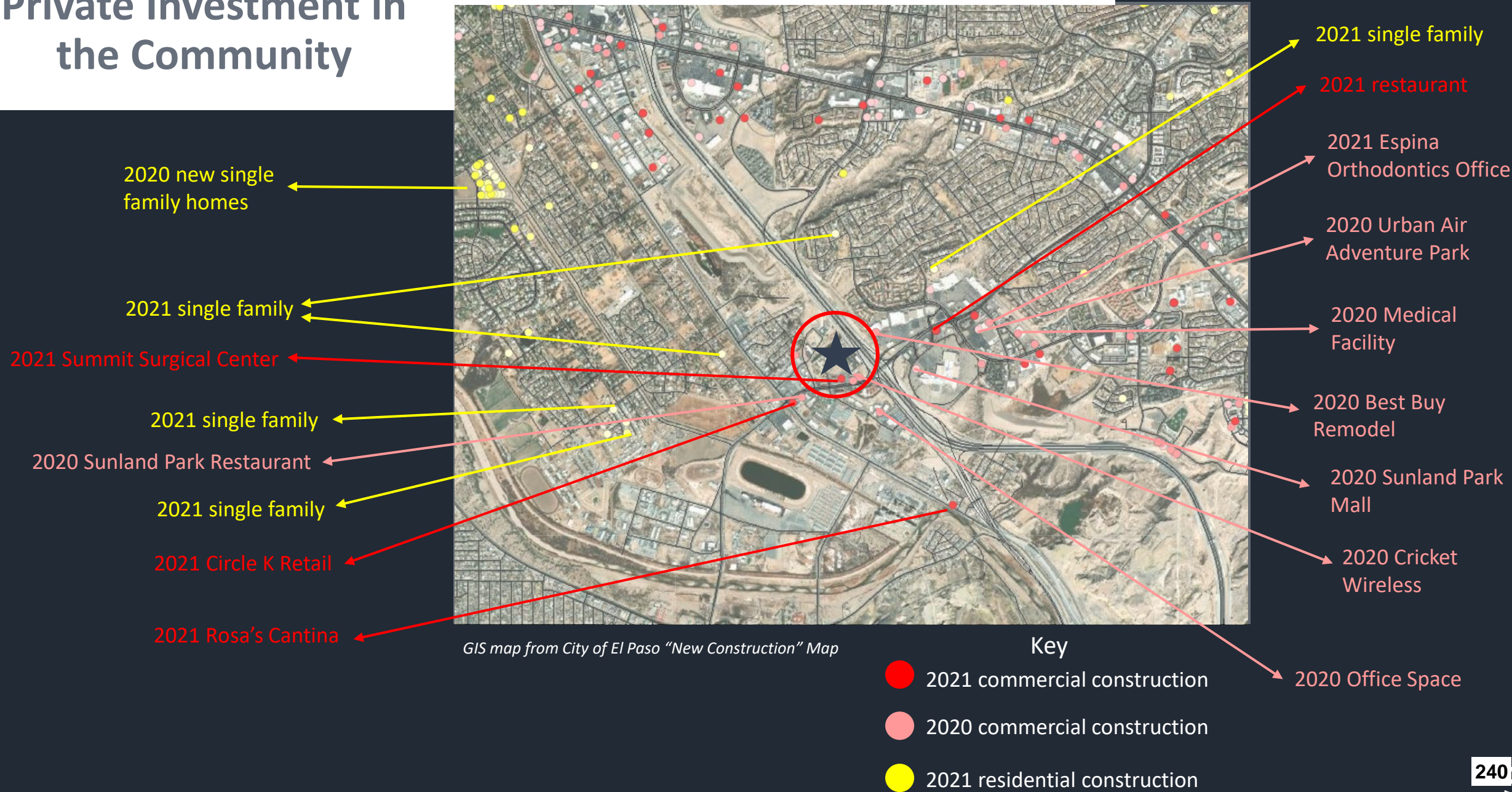


Machuca Apartments began with 122 units built in 1971 and 1976. These 24 residential buildings, community center, office, and laundry building will be renovated to service the new **144 units**.

The site is located on at **1039 J.C. Machuca Drive** on the westside of El Paso, Texas. The 10.6 acres of development dedicated to this apartment complex will be an inclusive and welcome upgrade to the neighborhood.

Over \$22 million in renovations is planned. Public and private funding is fully committed but expires if project does not close by August 17th.

Private Investment in the Community



Capital Improvement in the Community

Love Road crosswalk and landscaping
Budget \$47,700

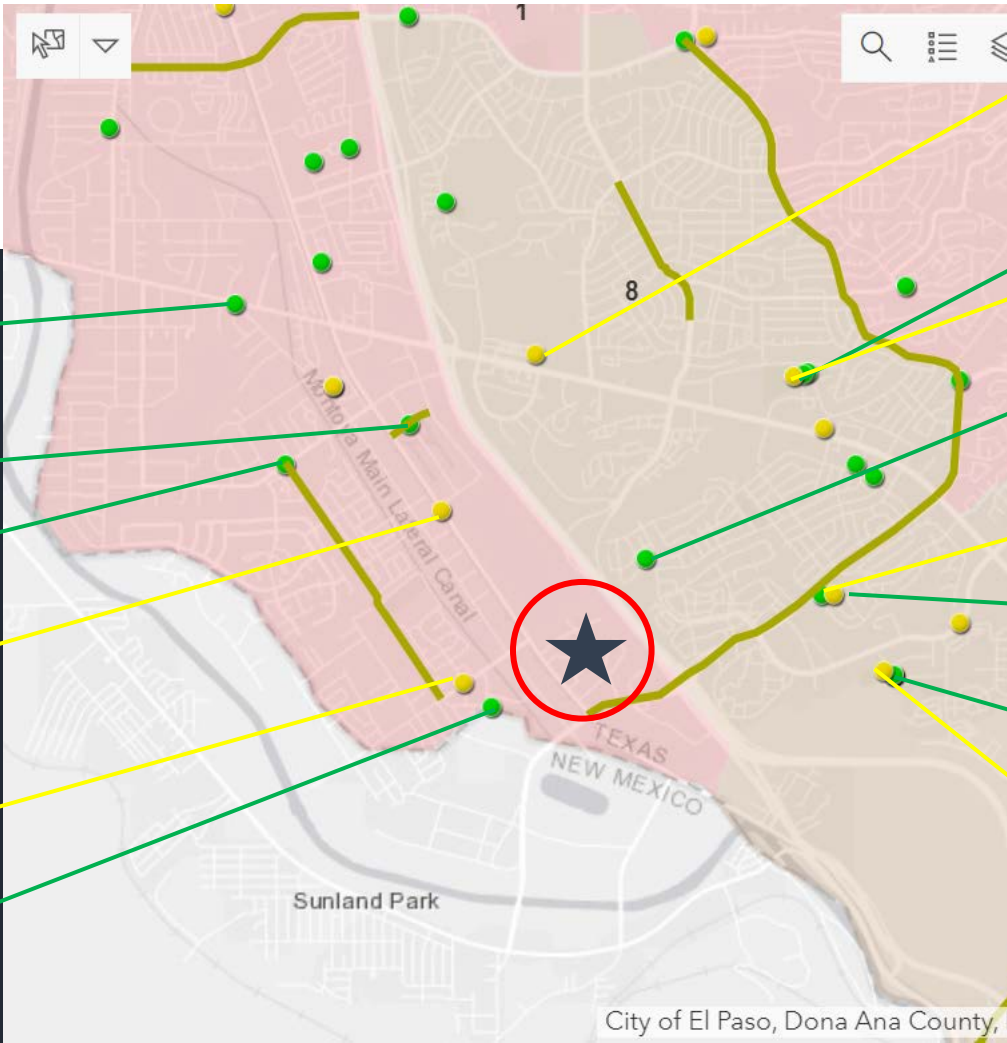
Teramar Reconstruction
Budget \$1,319,00

River Bend Multimodal Improvements
Budget \$1,910,963

Fire Station 15
Budget \$ TBD

Frontera & Roxbury
School
Budget \$37,772

Jack D Quarles Park
Improvements
Budget \$128,667



City of El Paso, Dona Ana County, Bureau of Land Management, Texas Parks & Wildlife, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | GIS division | Esri, HERE

Doniphan and Bird Rail Signal
Budget \$300,000

Irwin J. Lambka Parking Lot and
Shade Structures
Budget \$375,000 & \$100,000

H.T. Ponsford Park Improvements
Budget \$74,200

Crestmont Park Improvements
Budget \$226,562

Canopy over playground
Budget \$80,000

Westside Pool
Budget \$15,500,722

Leo Cancellare Pool
Rehabilitation
Budget \$2,799,155

Key

Red circle Deferred Facilities Project

Yellow circle Active Facilities Project

Green circle Completed Facilities Project

Amenities

- Public Transit
- Green Space
- Retail
- Schools
- Healthcare



New development coming into the neighborhood (above)

90



Westside Transfer Station (above)



Sprouts Farmers Market (above)



Keystone Heritage Park, 1 mile from Machuca (above)



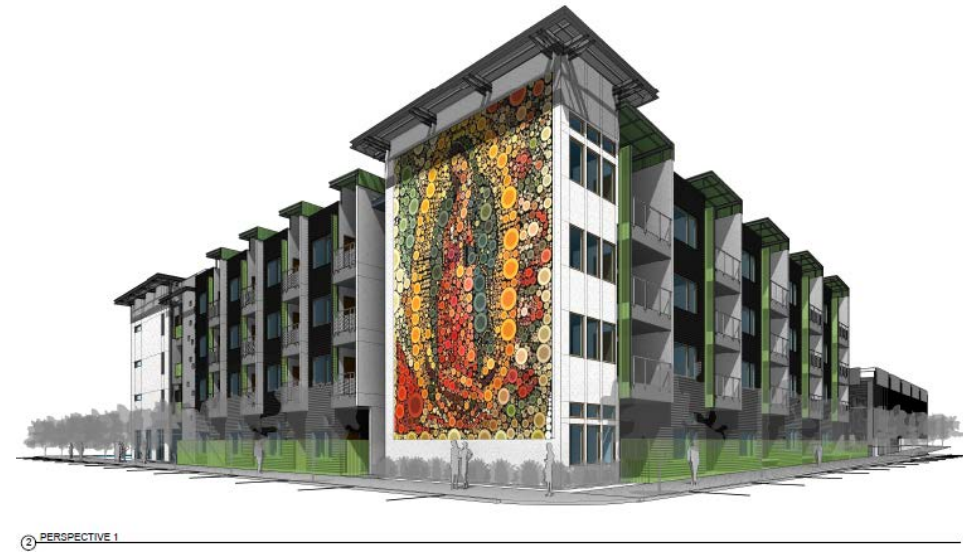
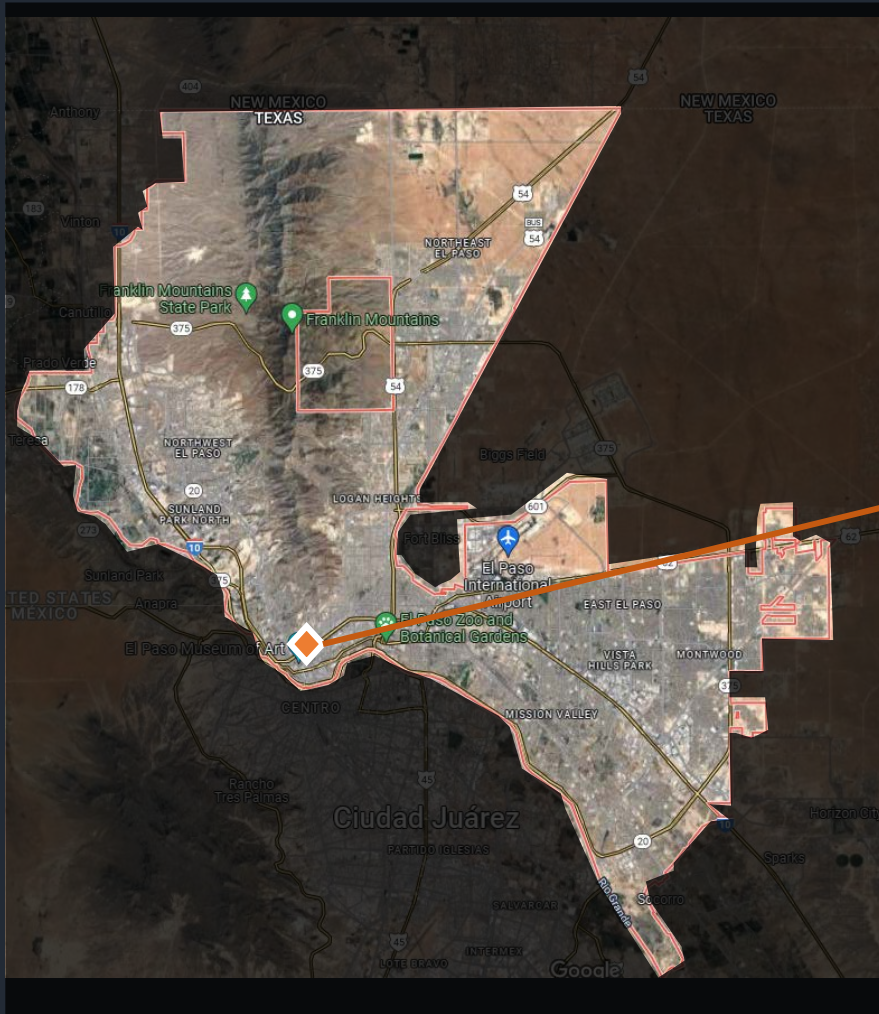
Corondo High School (above)

242



NUESTRA SEÑORA APARTMENTS

El Paso



Nuestra Señora Apartments will consist of 80 newly constructed apartments for low-income families, supported by project-based vouchers and public housing rental subsidies.

The site is located on at **405 Montana Ave** in the uptown area of El Paso, Texas. Uptown is an emerging area adjacent to downtown and the University of Texas El Paso. Uptown represents a growing market opportunity for mixed-income housing, with public amenities including parks and transit. The downtown area is experiencing a flurry of high-value developments, pioneered by HOME and the recently completed adaptive reuse of the Blue Flame Building.

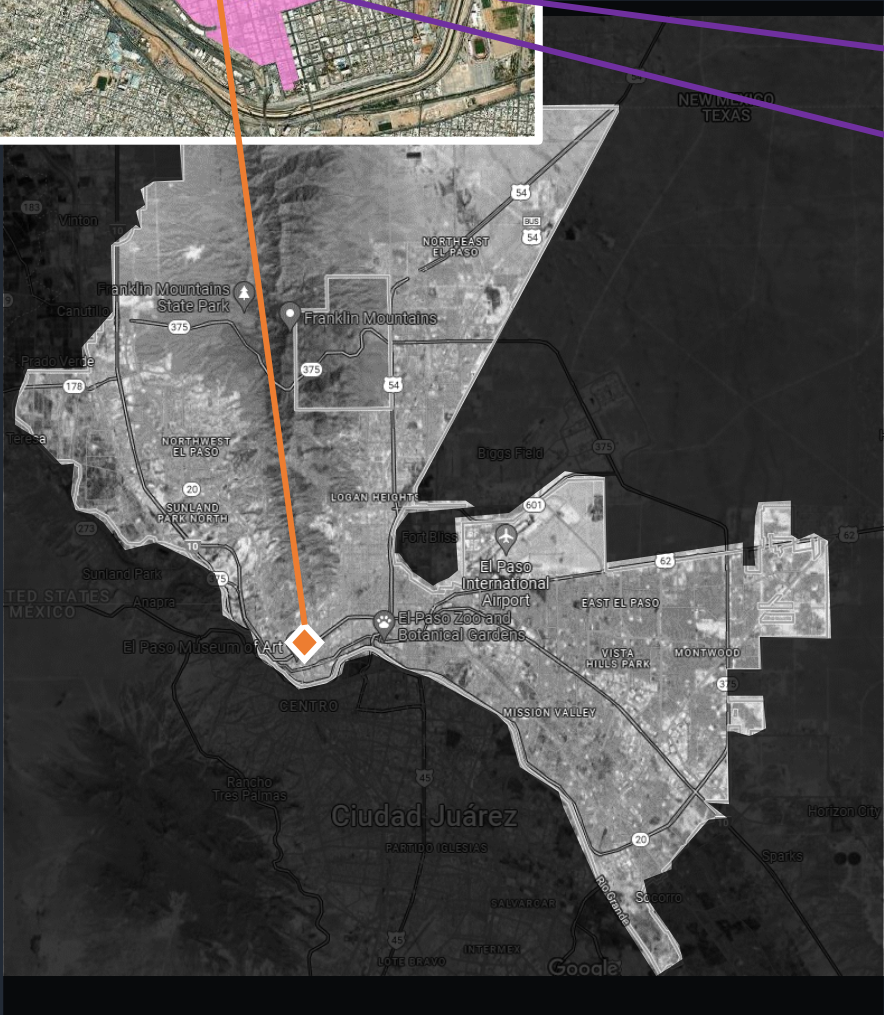
Constructions costs will be over \$14 million. The financing for the entire project is fully secured. 9% Tax Credits were awarded in 07/23/2020 and require that the project be placed in service by 12/31/2023. The project will not meet this deadline if it does not close by August 30, 2023.

COMMERCIAL INVESTMENT



Tax Increment Reinvestment Zone #5
to support infrastructure improvements
and the revitalization of downtown.

- **18% Increase** in taxable value between 2018 and 2020 (from \$304M to \$360M)
- **Over \$266M** in total investment



The Plaza Hotel
\$78 million in investment
Reopened in 2020



Historic Kress Building
\$18 million renovation into a food
hall recently approved.

Recent Housing Developments



\$12.7 M cost. 51 affordable live/work units for artists and their families with 5,000 square feet of multi-purpose nonprofit commercial space and a large community room

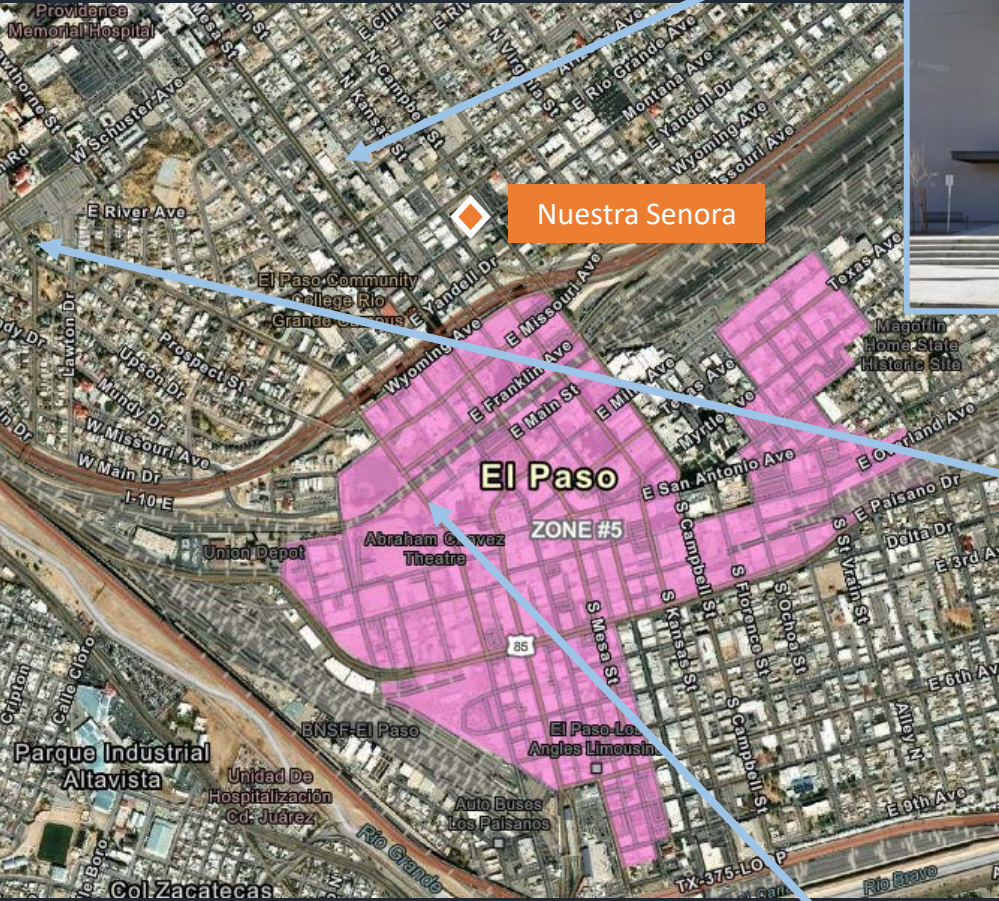


Trinity
\$12 million
multifamily/
mixed use
project.
Approved
2019.



120 Affordable Units completed in 2021.
Developed by HOME
\$36 Million adaptive reuse of historic office building.

INSTITUTIONAL INVESTMENT



**El Paso Independent School District
Professional Building**
Recent \$50M investment



**University
of Texas
El Paso**

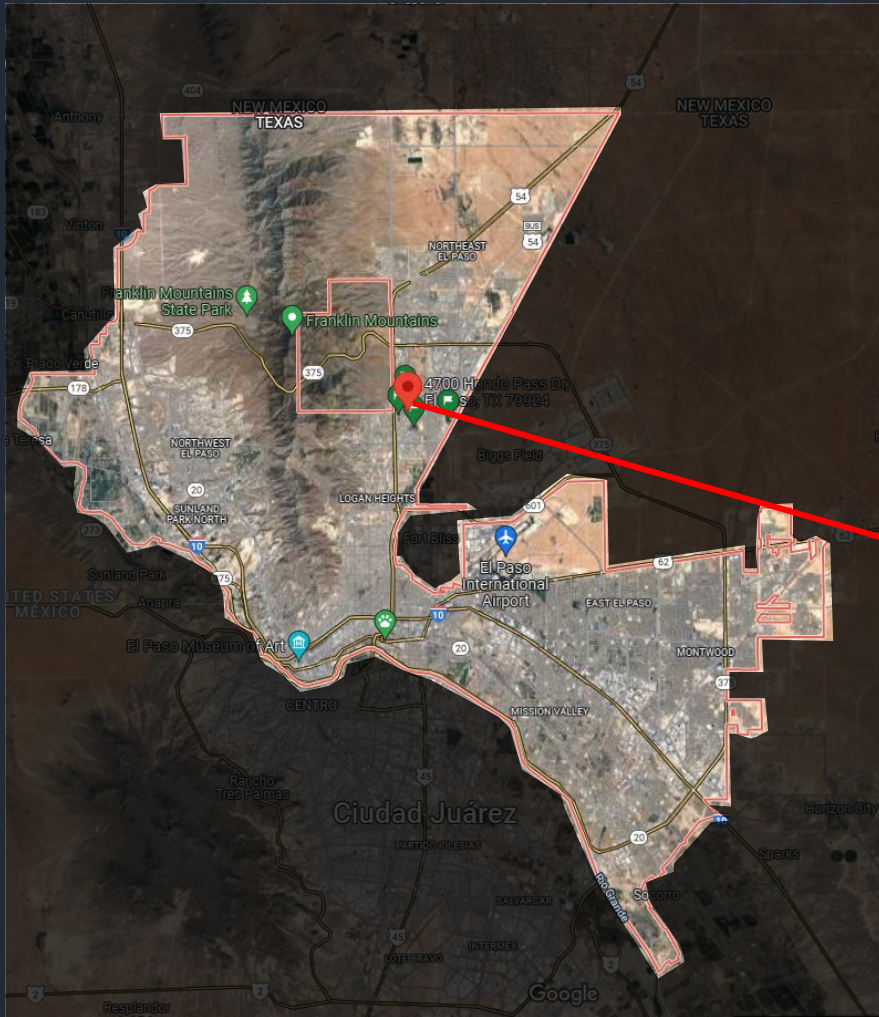


**La Nube
Children's Museum**
under construction.
Opening in 2023



SUN POINTE APARTMENTS

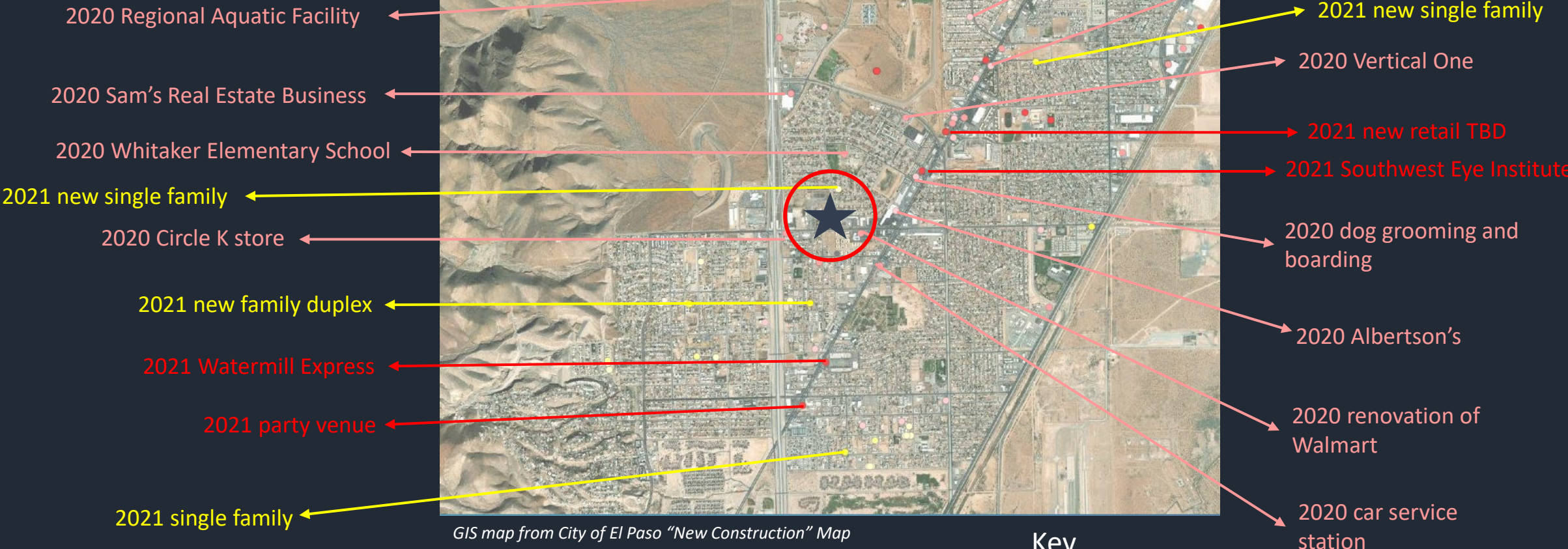
El Paso



Sun Pointe Apartments scope of work includes the substantial rehabilitation of **146 affordable apartment units** on the site. All buildings/units will receive interior and exterior improvements and new, up to date electrical, mechanical and plumbing systems. Over \$26 million in renovations is planned. Public and private funding is fully committed. The 9% Tax Credits were awarded in 2021 and require that the project be placed in service by December 31, 2023. The project will not meet this deadline if it does not close by July 30, 2022.

The site is located on at **4700 Hondo Pass Drive** in El Paso, Texas. Site development includes earthwork, regrading for accessibility, paving, landscaping, site/parking lighting, subsurface and overhead utility installations and other site work, mail and recreational amenities including a sports court, tot-lots and cabana. The residential buildings will have all electric utilities that will be independently metered for each apartment unit.

Private Investment in the Community



GIS map from City of El Paso "New Construction" Map

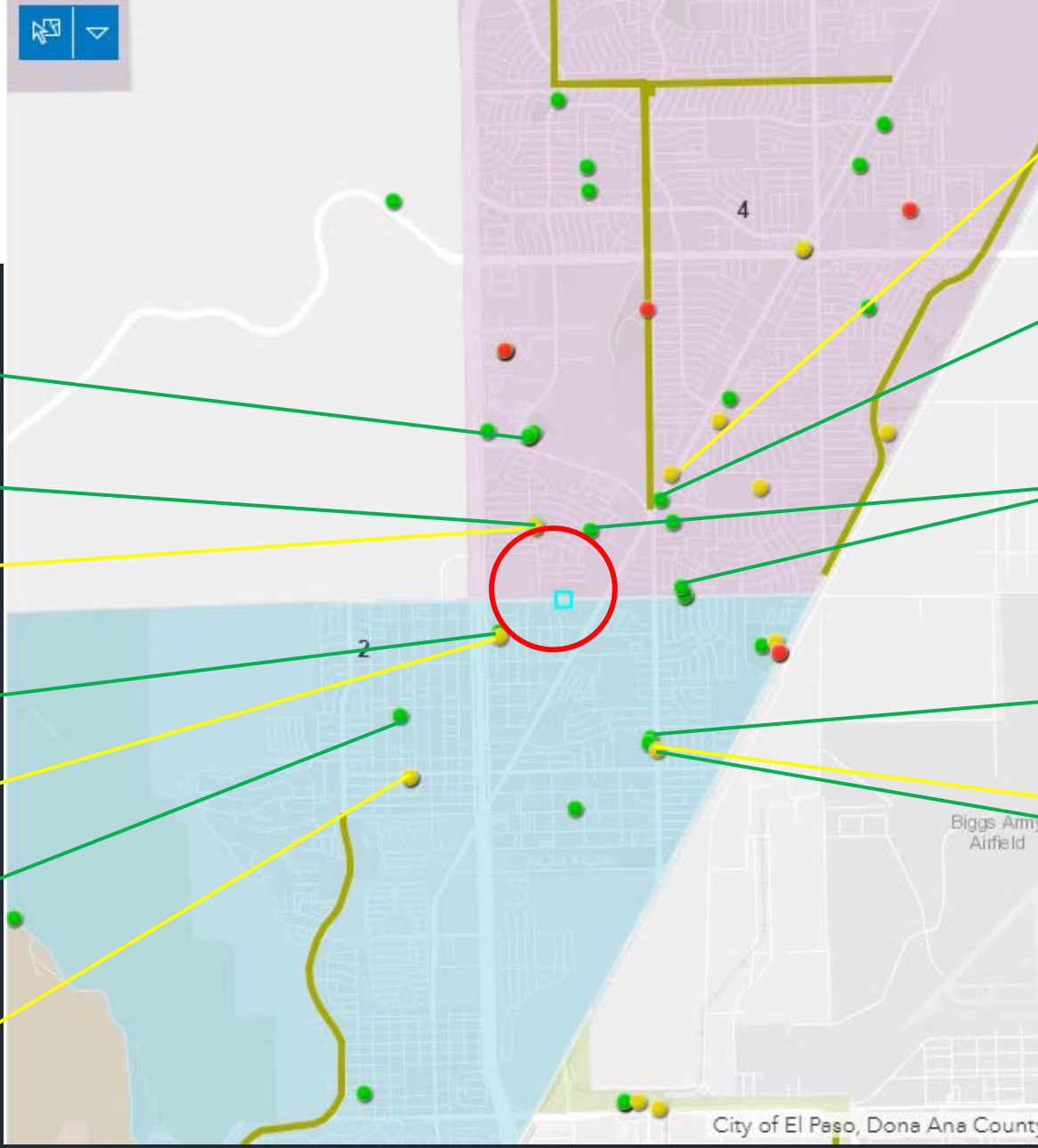
Key

- 2021 commercial construction
- 2020 commercial construction
- 2021 residential construction

Capital Improvement in the Community

- Sue Young/Spray Parks Enhancements
Budget \$1,300,000
- Todd Ware Park Improvements-NIP II
Budget \$35,800
- Todd Ware Park Improvements
Budget \$51,250
- Wellington Chew Senior Center Improvements
Budget \$551,844
- Nolan Richardson Recreation Center
Budget \$2,500,000
- Sunrise Park Restroom Improvements
Budget \$25,100
- Fire Station 16
Budget \$ TBD

- Northgate Transit Oriented Development - Floodplain Mitigation
Budget \$77,750
- Northgate Transfer Center and Garage
Budget \$10,897,902
- Curb Ramps and Sidewalk Gap Program
Budget \$307,763 & \$98,938
- Northeast Regional Park – Skate Park
Budget \$1,654,298
- Mountain View Park Improvements
Budget \$75,747 & \$90,000



City of El Paso, Dona Ana County, Bureau of Land Management, Texas Parks & Wildlife, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | GIS division | Esri, HERE

Key

Deferred Facilities Project

Active Facilities Project

Completed Facilities Project

251
14

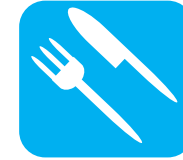
Amenities

- Public Transit
- Green Space
- Retail
- Schools
- Healthcare



Butter Smith Bakery, 0.2 miles from Sun Pointe (above)

207



207 Bus stop, 0.3 miles from Sun Pointe (above)



Sue Young Park, 1 mile from Sun Pointe (above, left)



Earth Day at Whitaker Elementary School, 0.9 miles from Sun Pointe (below)

Projects

- Sun Pointe
- Machuca
- Cielo Tower
- Nuestra Senora
- Alamito STREAM
- Salazar

Projected Amount

\$13 Million

\$20 Million

\$20 Million

\$22 Million

\$2.6 Million

\$50 Million

Total: \$127.6 Million



Thank you



HOME

Housing Opportunity
Management Enterprises



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-662, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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.

Council briefing from the Bond Overview Advisory Committee (BOAC).

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

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, Chief Operations Officer
(915) 212-1845

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 4: Enhance El Paso's quality of life through recreational, cultural, and Educational Environments

SUBGOAL: 4.1. Deliver bond projects impacting quality of life across the city in a timely, efficient manner

SUBJECT: Council briefing from the Bond Overview and Advisory Committee (BOAC).

BACKGROUND / DISCUSSION:

The governing resolution for the BOAC stipulates that the BOAC periodically, in conjunction with City staff, but not less than twice a year, report to the Mayor and City Council on the status of the 2012 Quality of Life Bond projects. The BOAC Chair will be providing said presentation to Council.

SELECTION SUMMARY: N/A

CONTRACT VARIANCE: N/A

PROTEST: N/A

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: NA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement

SECONDARY DEPARTMENT: Parks and Recreation, MCAD, Libraries, and Streets and Maintenance

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

DEPARTMENT HEAD: Assistant Director Capital Improvement



Sam Rodriguez, Chief Operations Officer

Bond Overview Advisory Committee Briefing to City Council

June 7, 2022



Bond Oversight Advisory Committee (BOAC)

- Governing Resolution
- Members
- QOL Program Status
- Motions/Recommendations



- **The Bond Overview Advisory Committee (BOAC) was created by City Council in 2012 to review the progress of the 2012 Quality of Life Bond projects and to provide oversight and feedback to city staff with regard to project expenditures and implementation**
- **Governing resolution stipulates that the BOAC periodically, in conjunction with City staff, but not less than twice a year, report to the Mayor and City Council on the status of the 2012 Quality of Life Bond projects.**

| <u>District</u> | <u>Name</u> |
|-----------------|-------------------|
| District 1 | John E. Moyer |
| District 2 | Rodolfo A. Barba |
| District 3 | Danny Perea |
| District 4 | David J. Jones |
| District 5 | Luis Ortega |
| District 6 | Richard C. Bonart |
| District 7 | Emma Acosta |
| District 8 | David Ortwein |
| Mayor | Vacant |



Current Status

| Category | Budget | Contracted Work | Expenses | Balance |
|--------------|----------------------|---------------------|----------------------|----------------------|
| Parks | \$191,761,240 | \$12,281,270 | \$153,938,158 | \$25,541,812 |
| MCAD | \$35,849,273 | \$3,813,591 | \$32,034,183 | \$1,500 |
| MPC | \$176,456,919 | \$5,502,154 | \$16,419,374 | \$154,535,391 |
| Zoo | \$49,019,608 | \$6,528,323 | \$32,103,632 | \$10,387,653 |
| Library | \$11,066,228 | \$2,241,920 | \$7,647,136 | \$1,177,173 |
| * ART | \$9,096,731 | \$0 | \$6,617,242 | \$2,479,489 |
| TOTAL | \$473,250,000 | \$30,367,258 | \$248,759,724 | \$194,123,017 |

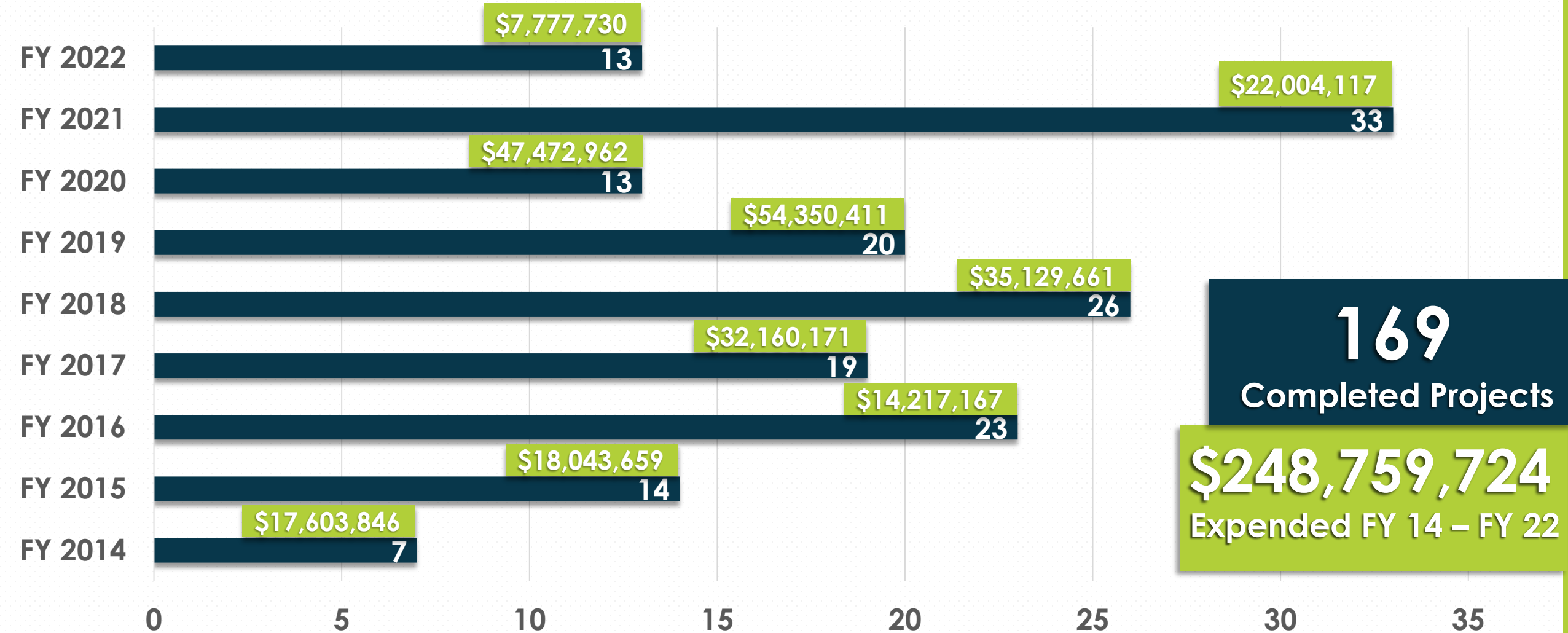
Public Art Ordinance provides that 2% of the original estimated construction costs of the project be set aside to fund the City's art program.

QUALITY OF LIFE

169

**COMPLETED
PROJECTS!**

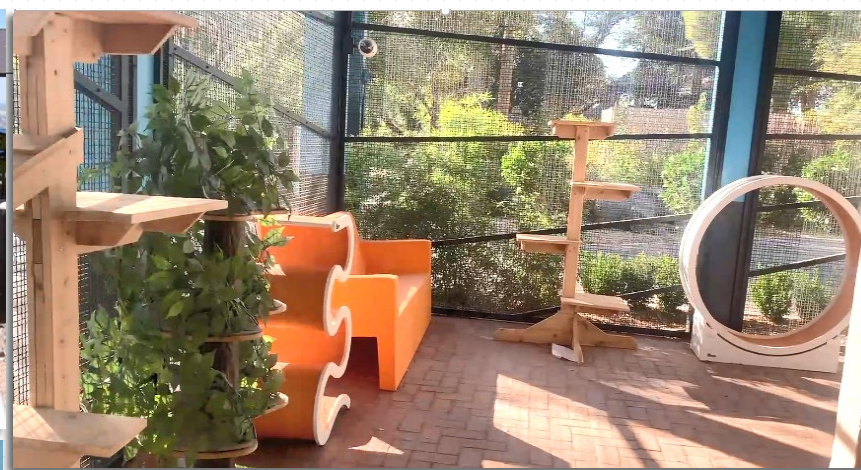
Projects Completed / Expenditures Per Fiscal Year

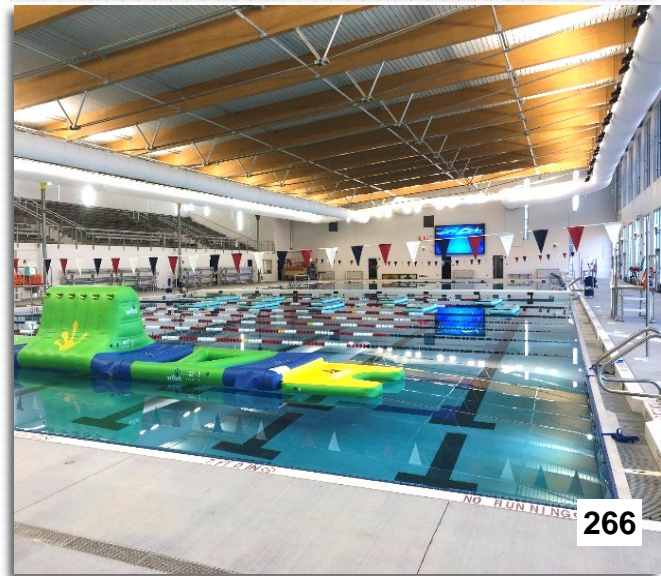


263
** 2013 Expenditures: \$703,130

169 Completed Projects

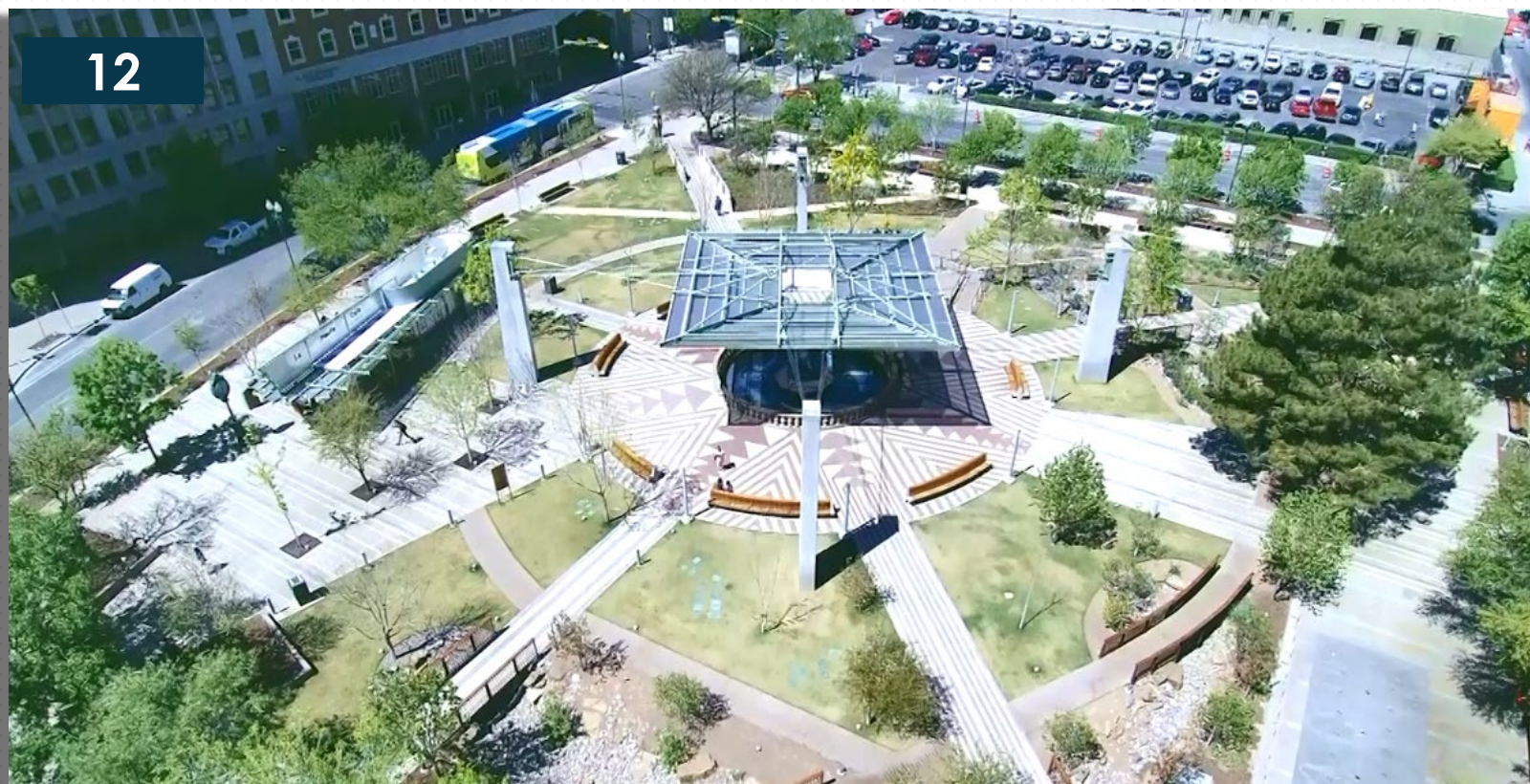
| | | |
|--|---|--|
| Adrian Garcia Park | Cimarron Unit 1 Metal Shade Canopy | Eastside Regional Park Phase 1: Oasis Water Park, Recreation Center, 50 Meter Pool |
| Angora Loop Median Improvements NIP III | Citywide Play Equipment Installation Group 1 | Eastside Senior Center (Pebble Hills) Expansion |
| Argal Park at Las Palmas (Las Palmas/Pendale Community Park) | Citywide Play Equipment Installation Group 2 | Eastside Sports Complex Design/Build Phase 1 |
| Armijo Branch Library Improvements | Clardy Fox Library Renovations | Eastwood Dam – Wrought Iron Gate Improvements (NIP) |
| Aztec & Navajo SW Gap NIP III | Clifford Ponding Area Improvements NIP III | Eastwood (Album) Metal Shade Canopy |
| Aztec and Mescalero Traffic Circle | Coronado Curb Cut Improvements (NIP) | Edgemere Park NIP III |
| Balsam Sidewalk Gaps | Coyote Park - Citywide Canopy Installation | Escondido, Robles & Espada SW Gaps NIP III |
| Barron Park | Coyote Park Amenities NIP III | Esperanza Moreno Library Improvements |
| Bartlett Park Improvements | Crestmont Canopy over playground | Ethel & Edgar Sidewalk Gaps (NIP II) |
| Blackie Cheshier Flat Field Installation | Crestmont Park Improvements | Gallagher Street Sidewalk Improvements (NIP) |
| Blackie Cheshier Lighted Flat Fields (Outdoor Sports Field Lighting) | Dick Shinaut Canopy over playground | H.T. Ponsford Park Improvements- NIP II |
| Blackie Cheshier Metal Shade Canopy | Digital Wall (History Museum) Roof Drain Alterations | Haddox Family Park Improvements |
| Bookmobile Purchase | Digital Wall @ History Museum | Hawkins Pool Roof Replacement |
| Borderland Park Improvements NIP III | District 2 Lost Kingdom Water Park | Historic Entrance Sign - Manhattan Heights neighborhood-NIP II |
| Brisa Del Este Park Improvements | District 4 Neighborhood Water Park | Houston Park Improvements NIP III |
| Carlos Bombach Park (NIP) | District 7 Chapoteo Neighborhood Water Park | Hugo Meyer & Galaztan Sports Lighting |
| Chamizal Recreation Center | Downtown Benches (NIP) | Irwin J Lambka Metal Shade Canopy |
| Chihuahuan Desert Exhibit Complex | Downtown Pedestrian Pathways Plaza/EPMA Loading Area, Sheldon Court, Convention Center Improvements | Jack D Quarles Park Improvements NIP III |
| Chuck Heinrich Park (NIP) | E.L. Williams Park Improvements-NIP II | James Grant Area Residential Street Lights NIP III |
| Cielo Vista Ramps (NIP II) | East Cave Park (Tierra Del Este #64) Improvements-NIP II | James Schwitters Park (Fiesta/Coronado Park) |





169 Completed Projects (Cont'd)

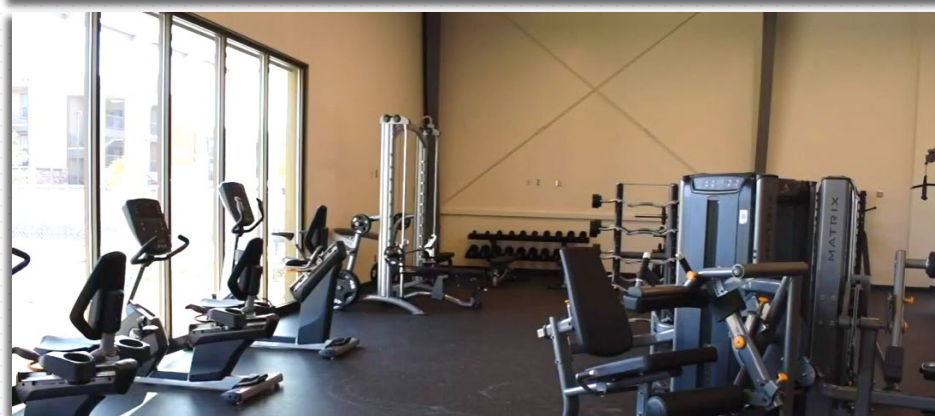
| | | |
|--|---|--|
| Jan Sumrall Trailhead Playground Installation | Mountain View Park Improvements | Pico Norte Outdoor Sports Field Lighting |
| John Lyons/ Cheryl Ladd Park QOL | Mountain View Park Lights Improvements NIP III | Polly Harris Doors |
| Johnson Basin | Museum of Archaeology ADA upgrade | Ponder Park Improvements(All Abilities Playground) |
| Jorge Montalvo Park Improvements | Museum of Archaeology Gazebo | Ponder Park Outdoor Sports Field Lighting |
| Jose Cisneros Library Improvements | Museum of Art Gallery Upgrade | Pueblo Viejo Park Improvements- NIP II |
| Judge Marquez Branch Library | Museum of Art Roof Replacement and HVAC Upgrade | Pueblo Viejo Park Metal Shade Canopy |
| Little River Park Improvements (NIP) | Museum of History Track Lighting | Pueblo Viejo Park Picnic Table Canopies - NIP III |
| Lomaland Park Improvements (NIP) | N. Carolina Retaining Wall | Pueblo Viejo Park Improvements- NIP IV |
| Love Road crosswalk and landscaping NIP II | N. Carolina Speed Indicator Signs NIP III | Radford Park |
| Madeline Park (NIP) | Nations Tobins Metal Shade Canopy | Ranchland Hills Lights (NIP II) |
| Madeline Park Improvements | Newman Park Improvements (NIP) | Richard Burges Library Renovation |
| Magoffin Park | Newman Park Metal Shade Canopy | Rim Area Street Signs |
| Marty Robbins Canopy over Playground | Northeast Regional Park – Skate Park | Rim Road/Upper Tom Lea Park Improvements-NIP II |
| McKelligon Canyon Pavilion Structural Evaluation | Palm Grove Park Improvements | Rosedale Neighborhood Mile Markers-NIP II |
| Memorial Park Library Branch Expansion | Paseos Del Sol Park Improvements | Rutherford Curb Cut Improvements NIP III |
| Mission Hills Park Improvements (NIP) | Patriot Place Park Improvements (NIP) | Sal Berroteran Outdoor Sports Field Lighting |
| Montoya Heights Park Improvements NIP III | Pavo Real Enhanced Spray Park | |



169 Completed Projects (Cont'd)

| | | |
|--|--|---|
| Salamanca and Pejamo ADA Ramps | Summit Fillmore Park Improvements (NIP) | Valley View Street Lights (NIP) |
| Salvador Rivas Spray Park | Summit Fillmore Park Improvements NIP III | Vista Del Valle Canopy over playground |
| Salvador Rivas Spray Park Phase III | Sun City Lights – District 5 | Wayne Retention Pond Rock Wall - NIP III |
| San Jacinto Plaza | Sunrise Park Restroom Improvements (NIP) | Westside Pool |
| Sandstone Ranch Estates metal Shade Canopy | Sunset Heights and Old San Francisco Historic District Street Signs | Yucca Metal Shade Canopy |
| Sandstone Ranch Estates Park Improvements-NIP II | Sylvia Carreon (Lomaland) Recreation Center | Yucca Park Improvements |
| Sandstone Ranch Metal Shade Canopy | Thomas Manor Park Improvements-NIP II | Zoo - Africa Red River Hog Exhibit |
| Sergio Troncoso (Ysleta) Library Improvements | Todd Ware Park Improvements | Zoo - Africa Wild Dog |
| Sergio Troncoso (Ysleta) Library Parking Lot Phase I & II | Todd Ware Park Improvements-NIP II | Zoo - Animal Holding Phase I Improvements |
| Seville Recreation Center Improvements | Trailhead Parking Areas and Amenities - 1000 Steps | Zoo - Carousel Site Development |
| Shawver Outdoor Sports Lighting | Trailhead Parking Areas and Amenities - Lazy Cow | Zoo - Education Animal Holding |
| Shawver Park Improvements NIP III | Trailhead Parking Areas and Amenities - Jan Sumrall | Zoo - Event Tent |
| Shawver Renovate Sports Fields | Trailhead Parking Areas and Amenities Roundhouse | Zoo - Event Tent (additional shade) |
| Socorro Rd. Landscaping Improvements NIP III | Travis White Park Improvements | Zoo - Giraffe Shade (Support Elements) |
| South American Pavilion Improvements | Trowbridge Sidewalk Gap (NIP II) | Zoo - Kalahari Improvements |
| Sport Field Lighting (Veterans, Nations Tobin, Capistrano) | Valle Bajo (Alameda) Recreation Center/Library Combo & Alameda Flat fields | Zoo - Reptile Building |
| Stiles Park Handball Court | Valle de Las Misiones Street Lights (NIP) | Zoo - South American Aviary |
| Sue Young Sports Lighting | Ventanas Destiny Metal Shade Canopy | Zoo - Wildlife Theater |





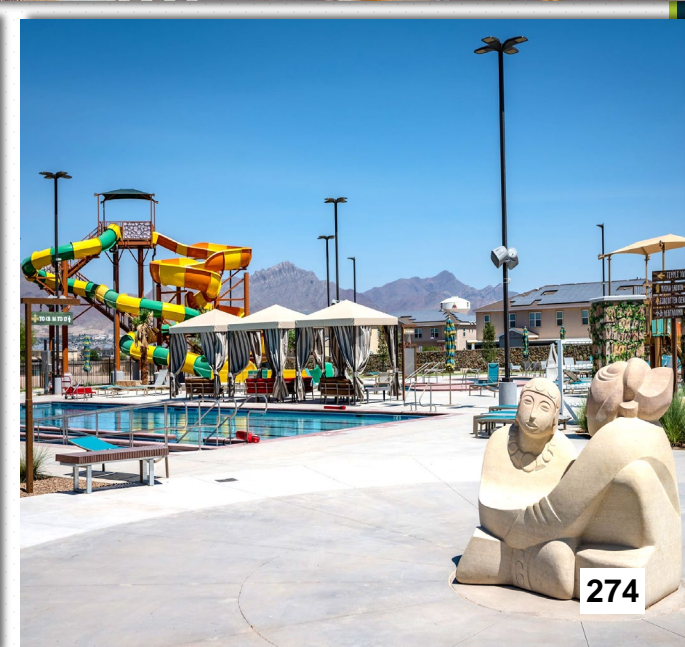
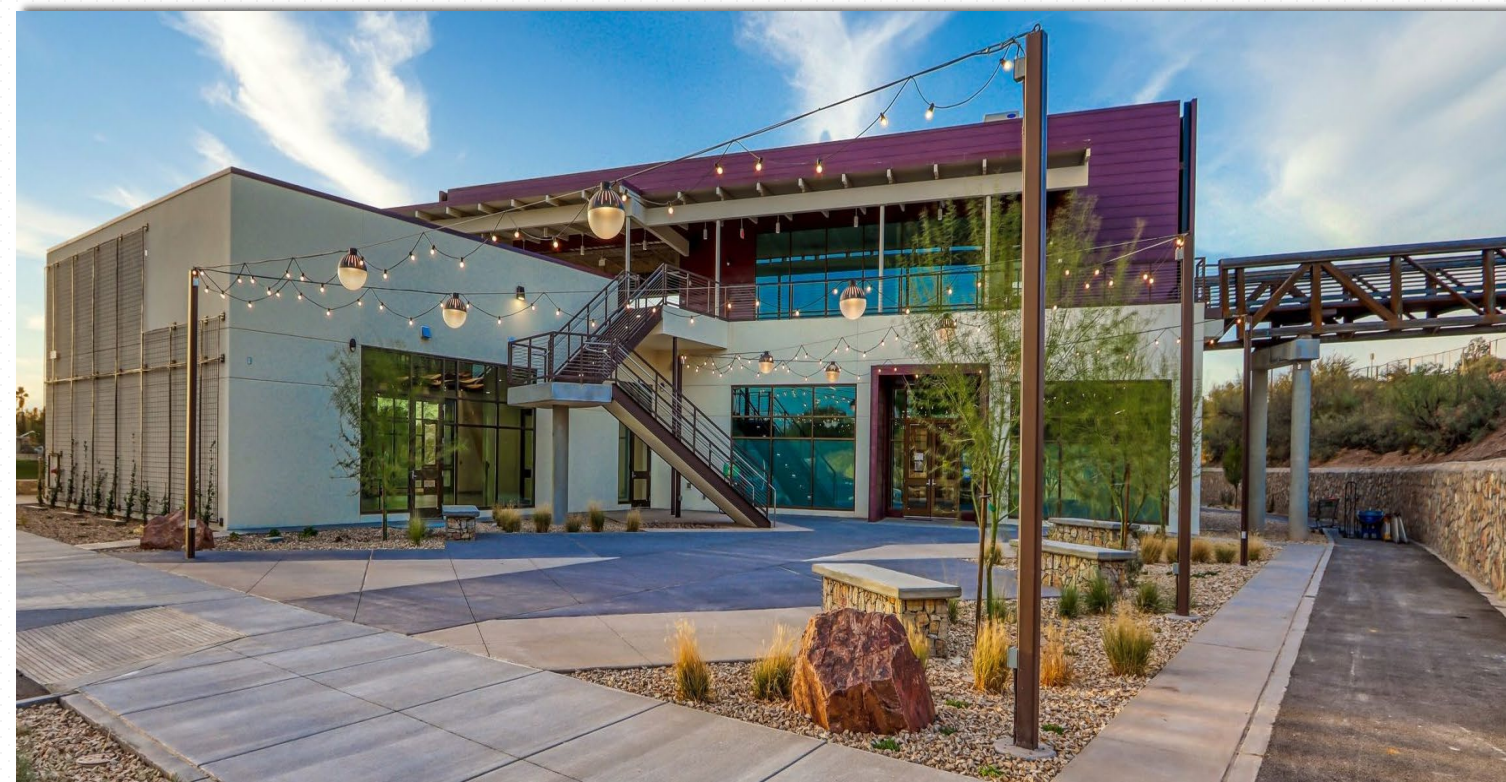


2012 Quality of Life Bonds

\$473,250,000



| | Pre-Design / Design | Bidding | Construction | On Hold | Completed |
|---------------------------|---------------------|--------------------|---------------------|-----------------------|----------------------|
| Number of Projects | 27 | 5 | 23 | 1 | 169 |
| Total Budget | \$35,387,141 | \$2,827,882 | \$92,115,509 | \$ 180,000,000 | \$248,759,724 |



25 Projects in Pre Design / Design

| Project | District | Estimate | Estimated Const. Start |
|---|----------|-------------|------------------------|
| Blackie Chesher Sports Maintenance Storage | 6 | \$784,615 | Fall 2022 |
| Eastside Regional Park Phase 2 | 5 | \$9,000,000 | TBD |
| Eastside Regional Phase 2 Modular Play Structure | 5 | \$3,300,000 | TBD |
| Education Discovery Improvements | ZOO | \$98,175 | Spring 2023 |
| Galapagos Exhibit | ZOO | \$573,029 | Winter 2022 |
| J.P. Shawver Modular Play Structure | 7 | \$3,300,000 | Summer 2022 |
| Komodo Dragon Exhibit | ZOO | \$3,720,928 | Winter 2022 |
| Lower Beaumont Recreational Facility | 2 | \$4,762,528 | TBD |
| Palisades Trailhead | 1 | \$300,000 | TBD |
| Pat O'Rourke Recreation Center | 8 | \$1,500,000 | Fall 2022 |
| Paved Trails - Tierra Del Este, Sunset Terrace Park Trail Extension | 1,5 | \$655,000 | TBD |
| Paved Trails - Carolina to Emerson | 7 | \$342,000 | Fall 2022 |
| Paved Trails - Donald to Dyer | 4 | \$315,000 | Fall 2022 |

25 Projects in Pre Design / Design (cont'd)

| Project | District | Estimate | Estimated Const. Start |
|---|----------|--------------|------------------------|
| Paved Trails - Ellis lateral Connection | 1 | \$315,000 | Fall 2022 |
| Paved Trails - Montana to I-10 Segment A | 3,7 | \$437,500 | Fall 2022 |
| Paved Trails - Montana to I-10 Segment B | 3,7 | \$437,500 | Fall 2022 |
| Paved Trails - Montana to I-10 Segment C | 3,7 | \$437,500 | Fall 2022 |
| Paved Trails - Montana to I-10 Segment D | 3,7 | \$437,500 | Fall 2022 |
| Paved Trails - Rio Grande Trail North and Valley Creek Access | 1 | \$390,000 | Fall 2022 |
| Paved Trails - Skyline to Loma Real Segment A | 2,4 | \$315,000 | Fall 2022 |
| Paved Trails - Skyline to Loma Real Segment B | 2,4 | \$315,000 | Fall 2022 |
| Paved Trails - Skyline to Loma Real Segment C | 2,4 | \$315,000 | Fall 2022 |
| Paved Trails - Skyline to Loma Real Segment D | 2,4 | \$315,000 | Fall 2022 |
| Paved Trails- Mountain to River Trails System | 1 | \$872,000 | TBD |
| Training & Instructional Multipurpose Center Pool | 3 | \$2,248,866 | Fall 2022 |
| TOTAL | | \$35,387,141 | |

1 Project On hold due to litigation

| | | | | |
|-----|------|---------------|-----|-----|
| MPC | DTWN | \$180,000,000 | TBD | 276 |
|-----|------|---------------|-----|-----|

5 Projects in Bidding

| Project | District | Estimate | Estimated Const. Start |
|---|--------------|--------------------|------------------------|
| Chalio Acosta Sports Center HVAC Improvements | 8 | \$250,000 | TBD |
| Leopard Exhibit Renovations | ZOO | \$339,300 | Fall 2022 |
| Manhattan Heights Historic Archway Illumination | 2 | \$62,500 | Summer 2022 |
| Sea Lion Exhibit Repair and Upgrade | ZOO | \$676,082 | Fall 2022 |
| Veterans Recreation Center | 4 | \$1,500,000 | Fall 2022 |
| | TOTAL | \$2,827,882 | |

23 Projects in Construction

| Project | District | Estimate | Estimated Completion |
|--|----------|--------------|----------------------|
| Animal Holding II | ZOO | \$875,336 | Fall 2022 |
| Children's Museum | DTWN | \$39,250,000 | Winter 2022 |
| Dick Shinaut Concrete Skate Park | 5 | \$800,000 | Spring 2022 |
| Dorris Van Doren Library Improvements | 1 | \$802,014 | Early 2023 |
| Grandview Recreation Center | 2 | \$2,500,000 | Spring 2023 |
| Joey Barraza and Vino Memorial Park Phase 2 | 4 | \$5,000,000 | Summer 2022 |
| Joey Barraza and Vino Modular Play Structure | 4 | \$600,000 | Summer 2022 |
| Mexican American Cultural Center | DTWN | \$25,320,000 | Fall 2023 |
| Modesto Gomez Park | 8 | \$2,400,000 | Summer 2023 |
| Nolan Richardson Recreation Center | 2 | \$2,500,000 | Early 2023 |
| North Skies Park Improvements | 4 | \$370,864 | Spring / Summer 2022 |
| Pavo Real Recreation Center Improvements | 6 | \$1,921,000 | Spring 2022 |
| Penguin Exhibit and Life Support Project | ZOO | \$6,666,110 | Summer 2023 |
| South American Pavilion Restrooms | ZOO | \$269,000 | Summer 2023 |
| Trailhead Improvements - Chuck Heinrich, Mary Frances Keisling, Franklin Hills Bear Ridge, & Palisades | 1 | \$625,000 | Summer 2022 |
| Wainwright and NE basin Park Improvements | 2,4 | \$1,127,885 | Summer 2022 |
| Westside Branch Library Improvements | 8 | \$910,000 | Fall 2022 |
| Westside Community Park Soccer Field Lighting | 1 | \$178,300 | Spring 2022 |
| TOTAL | | \$92,115,509 | |

47 Completed Projects FY 2021 – FY 2022

- Armijo Branch Library Improvements
- Aztec and Mescalero Traffic Circle
- Brisa Del Este Park Improvements
- Chamizal Recreation Center
- Cimarron Unit 1 Metal Shade Canopy
- Clardy Fox Library Renovations
- Crestmont Park Improvements
- District 2 Lost Kingdom Water Park
- District 4 Neighborhood Water Park
- District 7 Chapoteo Neighborhood Water Park
- Eastside Regional Park Phase 1: Oasis Water Park, Recreation Center, 50 Meter Pool
- Eastwood (Album) Metal Shade Canopy
- Esperanza Moreno Library Improvements
- Haddox Family Park Improvements
- Hawkins Pool Roof Replacement
- Irwin J Lambka Metal Shade Canopy
- Jose Cisneros Library Improvements
- Madeline Park Improvements
- Memorial Park Library Branch Expansion
- Mountain View Park Improvements
- N. Carolina Retaining Wall
- Nations Tobins Metal Shade Canopy
- Newman Park Metal Shade Canopy
- Palm Grove Park Improvements
- Pueblo Viejo Park Improvements
- Pueblo Viejo Park Metal Shade Canopy
- Rim Area Street Signs
- Salvador Rivas Park Phase III
- Sandstone Ranch Estates Metal Shade Canopy
- Sandstone Ranch Metal Shade Canopy
- Seville Recreation Center
- South American Pavilion Improvements
- Sports Field Lighting (Veterans, Nations Tobin, Capistrano)
- Sun City Lights - District 5
- Sunset Heights and Old San Francisco Historic District Street Signs
- Sylvia Carreon (Lomaland) Recreation Center
- Todd Ware Park Improvements
- Travis White Park Improvements
- Valle Bajo (Alameda) Recreation Center/Library Combo & Alameda Flat fields
- Ventanas Destiny Metal Shade Canopy
- Yucca Metal Shade Canopy
- Zoo - Kalahari Improvements

Staff Demonstrated the Ability to Pivot and Ensure Cost Effective Project Completion

- ✓ Re-scoped costly renovations of the Pat O'Rourke Recreation Center unused Racket Ball Courts to focus on pool area improvements
- ✓ Used soil from Joey Barraza & Vino Memorial Park project for Modesto Gomez Park Improvements
- ✓ Reprogrammed the Alligator Exhibit and African Bird Holding funds to use for the completion of the Penguin Exhibit
- ✓ Suspended work on the hard surface Mountain to River Trail at the recommendation of BOAC
- ✓ Discontinued use of solar tables at trailheads

BOAC Provided Feedback on Staff Programmatic Recommendations

- ✓ Determination of footprint for the Public Safety Academy Campus
- ✓ Sought direction of BOAC on creating a Trail Master Plan, reprogramming funding for the penguin exhibit, Pat O'Rourke Recreation Center, and open space acquisition
- ✓ Responded to BOAC requests for information and recommendations related to reporting
- ✓ Staff communicated the potential for supply chain disruptions and increases in energy costs to impact project schedules and costs

COVID IMPACTS

STAFFING

- Internal (CID & Other City Depts)
- Turnover
- Training

EXTERNAL

- Consultants (Timing & Quality)
- Construction (Timing, Quality Materials Delay)

INDUSTRY TRENDS

- ENR - Construction Escalation 10%-30%
- Materials
- Labor
- Material Delays
- Material Quality

COST IMPACT FOR LABOR & MATERIALS BEST PRACTICES

Proper budgeting & completing projects has freed up contingencies & has allowed to absorb price increases to date.

Readjustments & recalibration will be required as we move forward.

- Use \$3M from QOL acquisitions fund to purchase 1100 acres of land in NE El Paso
- The Mountain to River trail follow and focus on a natural surface route aligned through the open space acquired by the PSB and coordinate with various entities to create a purpose-built pedestrian crossing and a mountain to river trail
- Reprogram dollars from North Space Open Space Reserve and Mary Francis Keisling Trailheads to other trailheads, and that the Palisades Trailhead and the Bear Ridge Trailhead designs be reviewed so that the amenities available at other trailheads are also available at those trails
- Redesign the Bear Ridge Trailhead to better fit the use and the site

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



Legislation Text

File #: 22-585, Version: 1

They need to provide landscape calculations. **CITY OF EL PASO, TEXAS**
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Lot 1, Block 4, Riverside International Industrial Center, 9751 Pan American Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) 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: 9751 Pan American Drive

Applicant: El Paso Water, PZRZ22-00004

[POSTPONED FROM 05-24-2022]

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

AGENDA DATE: May 24, 2022
PUBLIC HEARING DATE: June 22, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Nina Rodriguez, (915) 212-1561

DISTRICT(S) AFFECTED: District 7

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning a portion of Lot 1, Block 4, Riverside International Industrial Center, 9751 Pan American Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) 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: 9751 Pan American Drive
Applicant: El Paso Water, PZRZ22-00004

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone a 1.52-acre property from R-F (Ranch and Farm) to M-1 (Light Manufacturing) to allow for public utility use. City Plan Commission recommended 9-0 to approve the proposed rezone on April 21, 2022. As of May 16, 2022, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: *Kevin Smith* for Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 1, BLOCK 4, RIVERSIDE INTERNATIONAL INDUSTRIAL CENTER, 9751 PAN AMERICAN DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO M-1 (LIGHT MANUFACTURING). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of a Portion of Lot 1, Block 4, Riverside International Industrial Center, 9751 Pan American Drive, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm)** to **M-1 (Light Manufacturing)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

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 N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

 for

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Prepared for: CEA Group
January 25, 2022
(M-1 Zoning)

METES AND BOUNDS DESCRIPTION


Description of a parcel of land being a portion of Lot 1, Block 4, Riverside International Industrial Center, as recorded in volume 74, page 3, Plat Records of El Paso County, Texas and being more particularly described by metes and bounds as follows:

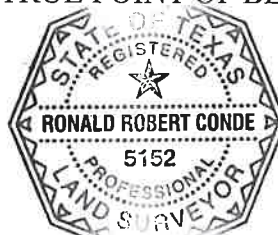
Commencing for reference at an existing brass disk City Monument at the point of curve centerline Winn Road in front of Lot 1, Block 4, Riverside International Industrial Center from which an existing new brass disk City Monument for the centerline intersection of Winn Road and Pan American Drive bears, South 87°31'24" East a distance of 1839.78 feet; Thence leaving said point of curve monument, North 36°26'44" West a distance of 578.27 feet to a set ½" rebar with cap marked TX 5152 on the southerly line of Parcel 4 of Ordinance No. 011061 changing the Zoning to M-1 recorded in Volume 2484, Page 399, Real Property Records of El Paso County, Texas for the "TRUE POINT OF BEGINNING".

Thence along said Parcel 4 the following 8 courses:

1. North 86°57'16" West a distance of 30.00 feet to a set ½" rebar with cap marked TX 5152;
2. North 03°02'44" East a distance of 171.20 feet to a set ½" rebar with cap marked TX 5152;
3. North 23°12'43" East a distance of 351.61 feet to a set ½" rebar marked TX 5152 on the southerly line of the Playa Drain (120' R.O.W);
4. along said Line, South 87°29'39" East a distance of 611.00 feet to a point from which a found ½" rebar with cap marked TX 5337 bears, North 84°27'26" East a distance of 0.38 feet;
5. Leaving said line, South 23°13'16" East a distance of 99.19 feet to a point from which a found ½" rebar with cap marked TX 2027 bears, North 14°38'05" East a distance of 0.35 feet;
6. North 86°17'16" West a distance of 650.72 feet to a point from which a found ½" rebar bears, North 89°09'08" East a distance of 2.38 feet;
7. South 23°12'43" West a distance of 276.73 feet to a set ½" rebar with cap marked TX 5152;
8. South 03°02'44" West a distance of 165.87 feet to the "TRUE POINT OF BEGINNING" and containing 66,363 square feet or 1.5235 acres of land more or less.

A drawing of even date accompanies this description.


Ron R. Conde
R.P.L.S. No 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100



SCALE: 1"=100'

| LINE TABLE | | |
|------------|---------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 99.19' | S23°13'16"E |
| L2 | 165.87' | S03°02'44"E |
| L3 | 30.00' | N86°57'16"W |
| L4 | 171.20' | N03°02'44"E |

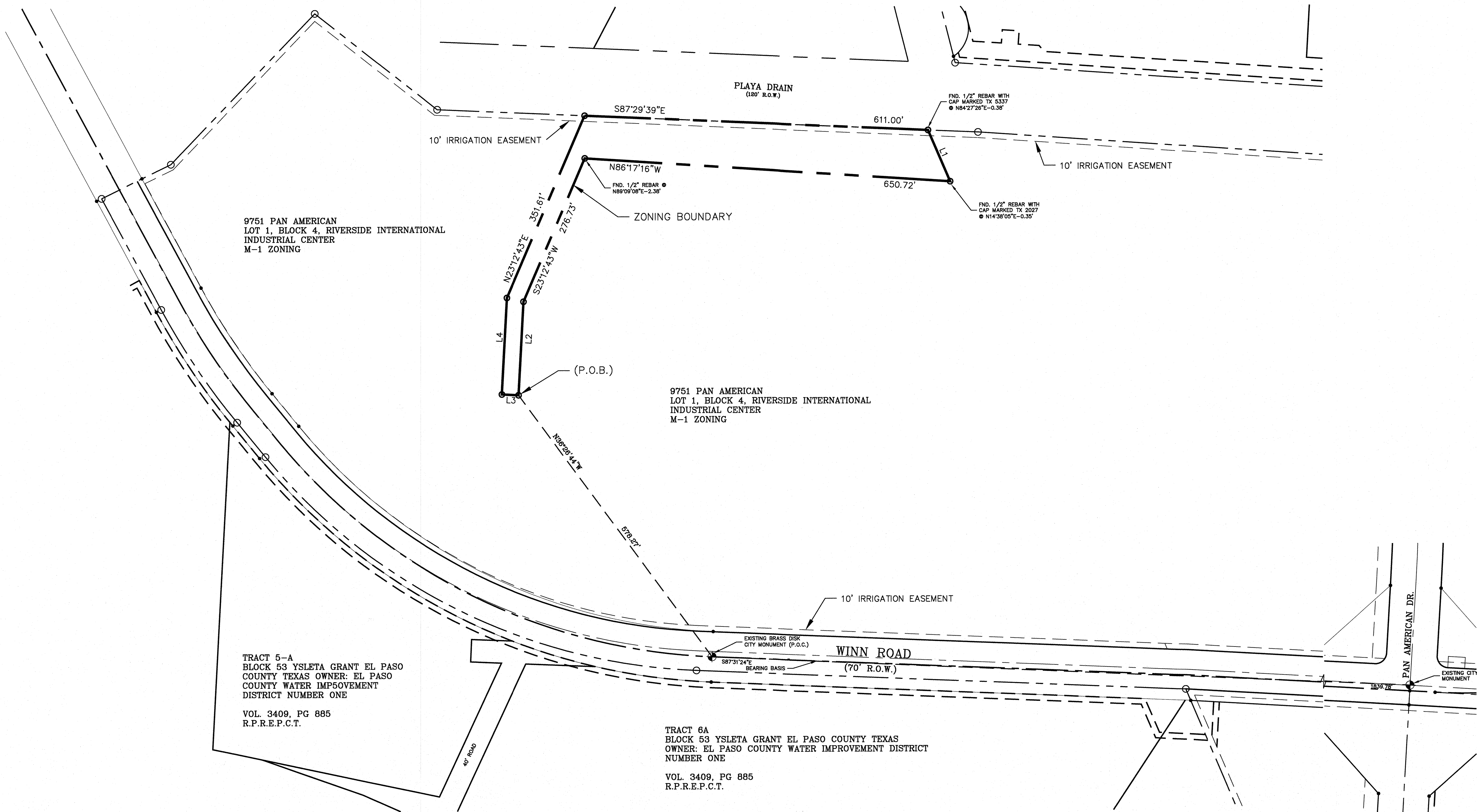
| SYMBOL LEGEND | |
|---------------|----------------------------|
| ⊙ | FOUND CONTROL POINT |
| ⊕ | FOUND CITY MONUMENT |
| ○ | SET 1/2" REBAR W/CAP 5152 |
| ⊠ | CALCULATED POINT (NOT SET) |

| PARCEL | ACRES | PROPOSED ZONING | EXISTING ZONING |
|--------|--------|-----------------|-----------------|
| 1 | 1.5235 | M-1 | RF |

NOTES:
1. SET 1/2" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

ZONING PLAN

BEING A PORTION OF LOT 1, BLOCK 4, RIVERSIDE INTERNATIONAL INDUSTRIAL CENTER
CITY OF EL PASO, EL PASO COUNTY, TEXAS
Containing Approximately :1.5235± Acres



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CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.
RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

9751 Pan American Drive

City Plan Commission — April 21, 2022

REZONING



CASE NUMBER: PZRZ22-00004
CASE MANAGER: Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov
PROPERTY OWNER: El Paso Water Utilities
REPRESENTATIVE: CEA Group
LOCATION: 9751 Pan American Drive (District 6)
PROPERTY AREA: 1.52 acres
REQUEST: Rezone from R-F (Ranch and Farm) to M-1 (Light Manufacturing)
RELATED APPLICATIONS: None
PUBLIC INPUT: None received as of April 14, 2022

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to M-1 (Light Manufacturing) to allow for public utility use. The proposed zoning is consistent with the existing zoning of the areas immediately east, west and south of the subject property.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed zoning district is consistent with the surrounding light manufacturing in the area and will serve as a zoning clean up for a split-zoned lot.

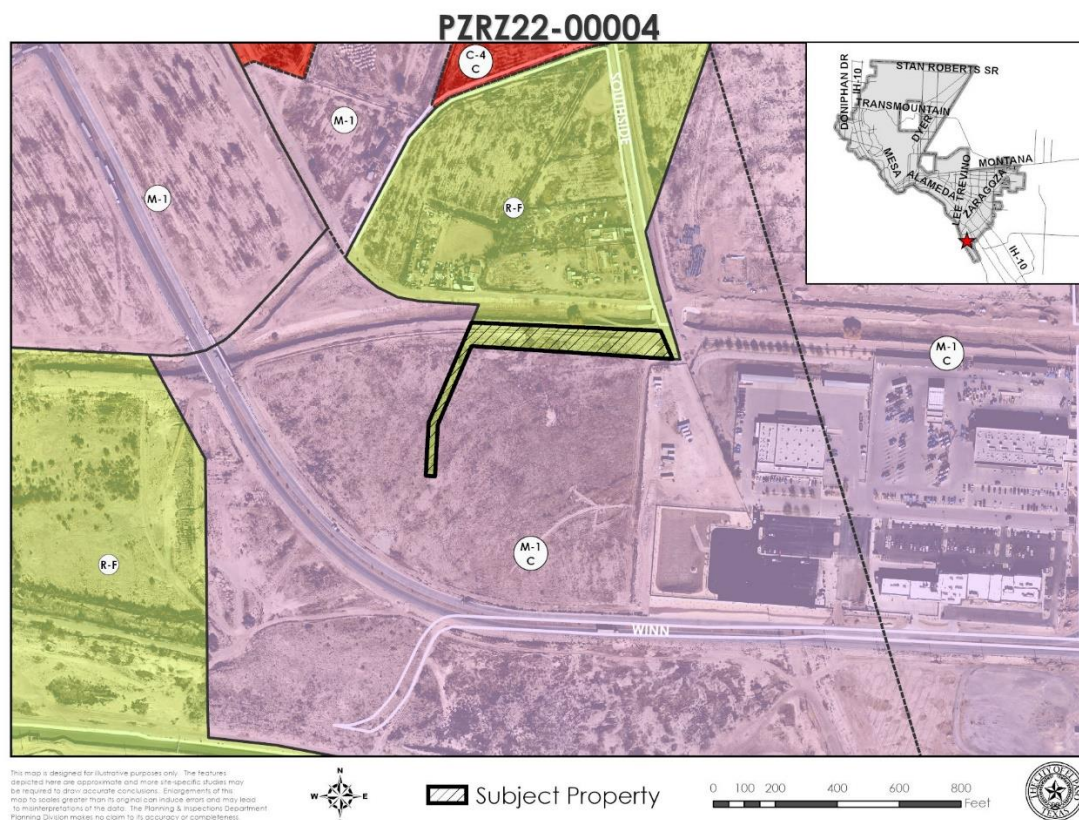


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone a 1.52-acre property from R-F (Ranch and Farm) to M-1 (Light Manufacturing) to allow for public utility use. This portion of land is part of a larger property owned by El Paso Water Utilities with the rezoning being a clean up to have the property under one zoning district. The conceptual site plan shows a proposed storm line. Access to the subject property is provided from Southside Road.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed public utility use and M-1 (Light Manufacturing) district is consistent with the surrounding light manufacturing district in the immediate area, and is in character with the areas surrounding the subject property. The property to the north is residential and zoned R-F (Ranch and Farm). The area around the subject property to the east, west and south consist of a water treatment plant and zoned M-1 (Light Manufacturing). The distance to the nearest school, Camino Real Middle School, is 2.36 miles and the distance to the nearest park, SPC Adrian Garcia Park is 1.95 miles.

| COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors: | |
|--|---|
| Criteria | Does the Request Comply? |
| <p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>O-1, Preserve: Publicly owned land such as the Franklin Mountains and Hueco Tanks State Parks, all City and County parks and public drainage areas, and cemeteries (even if private). These lands will not be developed due to their ownership and current use.</p> | <p>Yes. The property to be rezoned is publicly owned and will serve to provide a public drainage function.</p> |
| <p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>M-1 (Light Manufacturing): The purpose of the district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the district will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p> | <p>Yes. The areas adjacent to the west, east, and south of the subject property are already zoned M-1 (Light Manufacturing). The property to north is zoned R-F (Ranch and Farm). Furthermore, this is a zoning clean up to ensure consistency of zoning within the whole property.</p> |
| <p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p> | <p>Yes. The property has access from Southside Road, which is classified as a proposed Freeway per El Paso's Major Thoroughfare Plan (MTP). While Southside Road is currently substandard, there are no buildings being proposed for construction.</p> |

| COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors: | |
|---|---|
| THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS: | |
| Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans. | None. This property does not fall within any historic districts, special designations, or study plan areas. |
| Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning. | Yes. Denial of the proposed zoning request will affect the property compliance with the zoning code due to being slit-zoned R-F (Ranch and Farm) and M-1 (Light Manufacturing). |
| Natural Environment: Anticipated effects on the natural environment. | None. There are not anticipated effects on the natural environment |
| Stability: Whether the area is stable or in transition. | None. The area is stable with no rezoning cases within the last 10 years. |
| Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property. | None. |

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is taken from Southside Road which is classified as a proposed Freeway per the City of El Paso's Major Thoroughfare Plan (MTP). Southside Road is currently substandard and may require improvements prior to any development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received for the rezoning request from the reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of the Mission Valley Civic Association and Corridor 20 Civic Association. Notice was provided to both associations of February 4, 2022 by the applicant. Property owners within 300 feet of the subject property were noticed of the rezone request on April 7, 2022 by the City of El Paso Planning and Inspections Department. As of April 14, 2022, the Planning Division has not received communication in support or opposition to the request.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS:

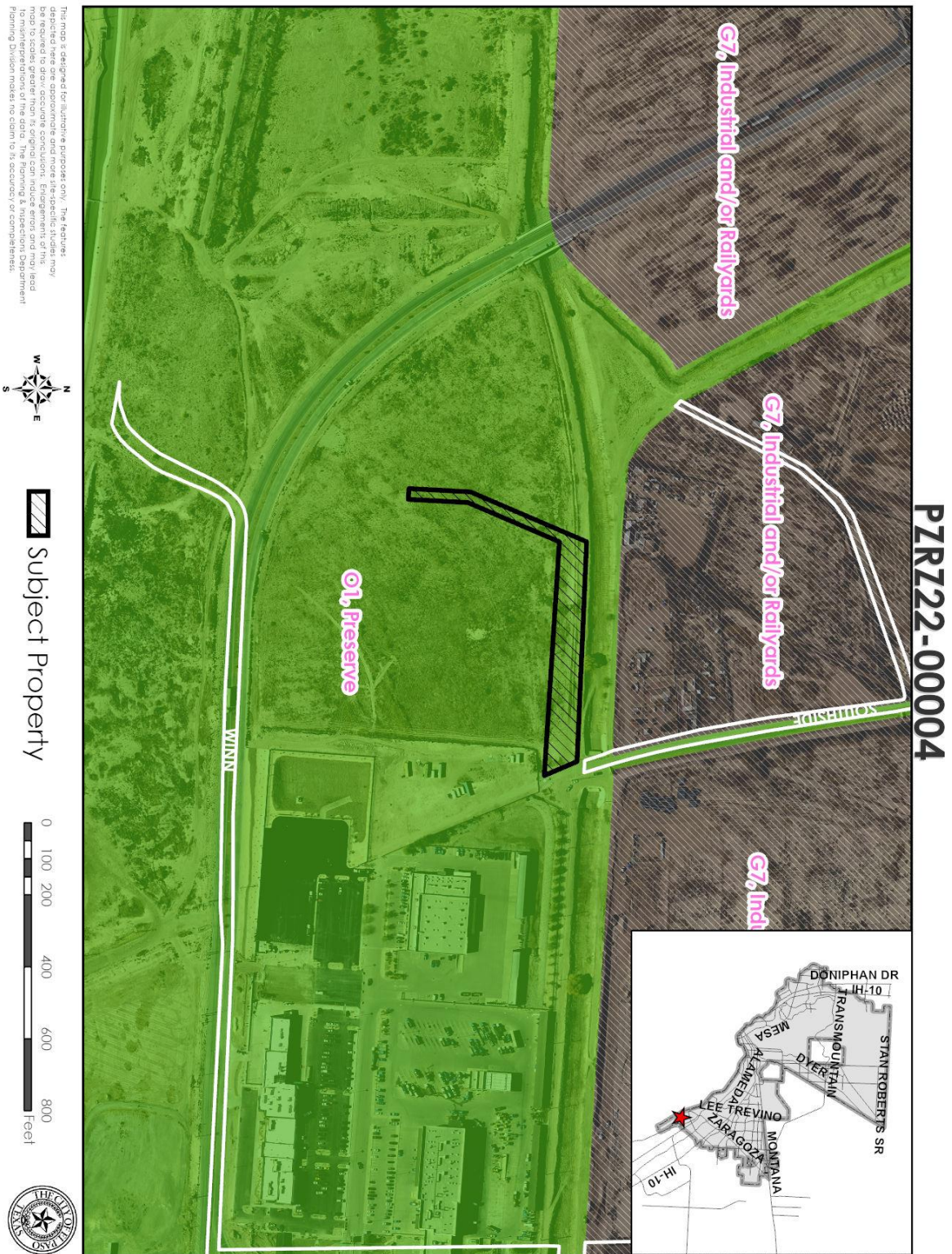
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

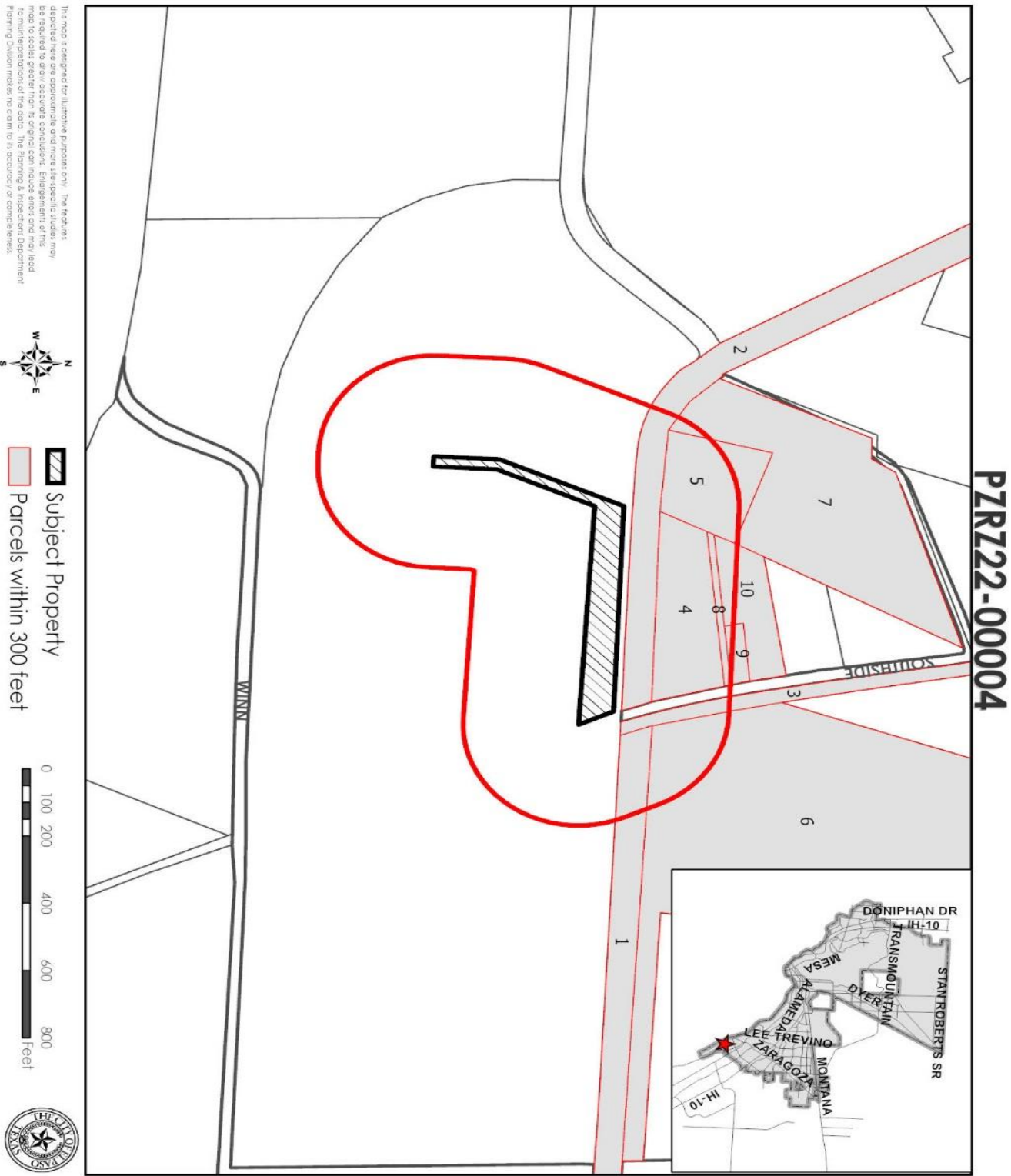
ATTACHMENTS:

1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Generalized Plot Plan
4. Department Comments

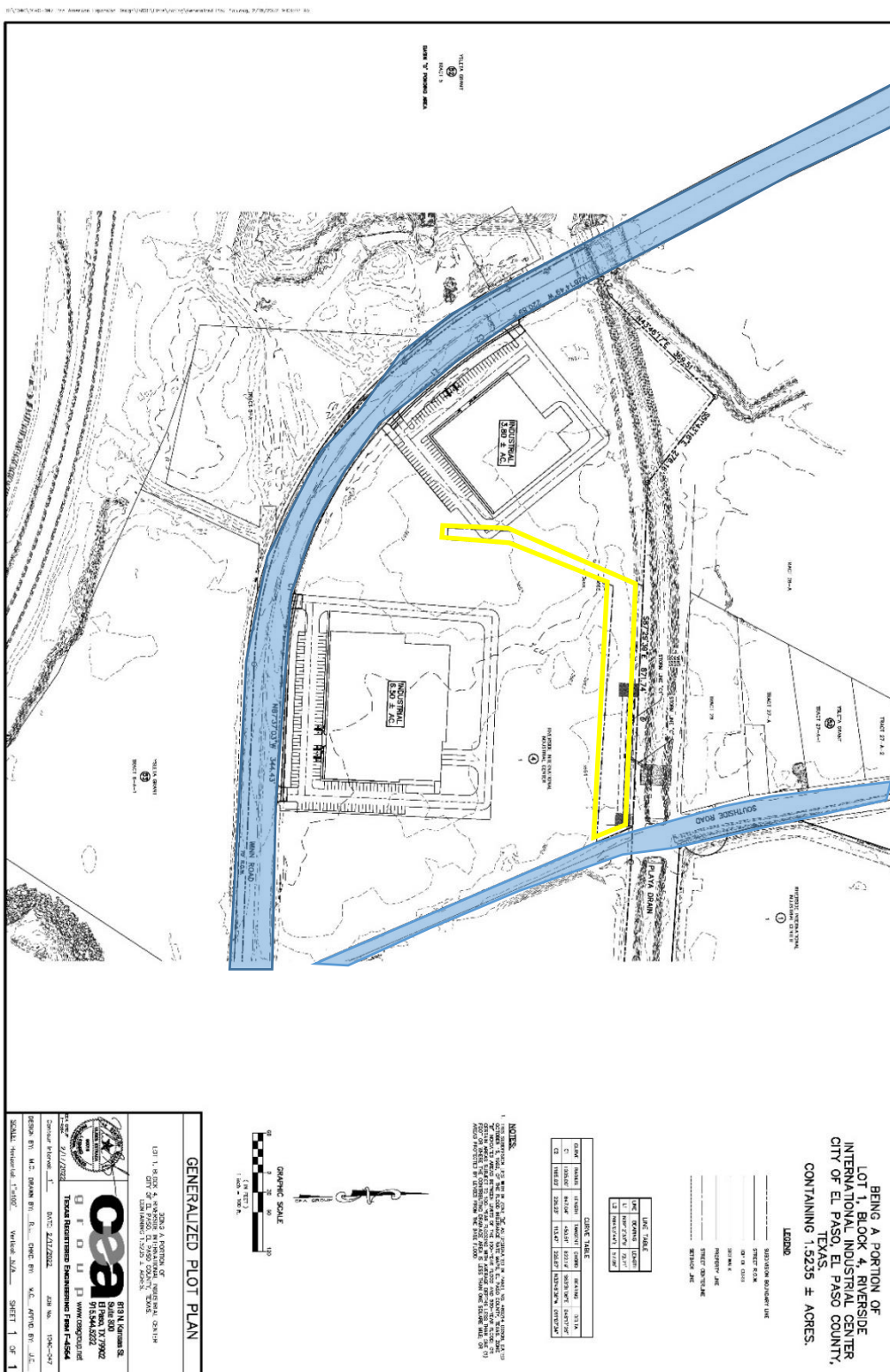
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department – Planning Division

1. Recommend approval.

Planning and Inspections Department – Plan Review & Landscaping Division

1. Recommend approval.
2. The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

No comments received.

Fire Department

Recommend approval.

Police Department

No comments received.

Environmental Services

No comments received.

Streets and Maintenance

Traffic Impact Analysis is not required for this application.

Sun Metro

No comments received.

El Paso Water Utilities

Water:

No comments received

Sewer:

No comments received.

General:

No comments received.

Stormwater:

1. Recommend using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

El Paso 911

No comments received.



Legislation Text

File #: 22-657, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

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

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Lot 27, Block 6, Stiles Gardens, 7249 Dale Road, City of El Paso, El Paso County, Texas from A-2 (Apartment) 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: 7249 Dale Road

Applicant: Scott Winton, PZRZ21-00031

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

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: June 22, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 3

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of Lot 27, Block 6, Stiles Gardens, 7249 Dale Road, City of El Paso, El Paso County, Texas from A-2 (Apartment) 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: 7249 Dale Road
Applicant: Scott Winton, PZRZ21-00031

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from A-2 (Apartment) to C-1 (Commercial) to allow a proposed mix of retail and offices. City Plan Commission recommended 5-0 to approve the proposed rezoning on April 7, 2022. As of May 3, 2022, the Planning Division has received one (1) email in support; one (1) email, one (1) call, and a petition in opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Kevin Smith for Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF LOT 27, BLOCK 6, STILES GARDENS, 7249 DALE ROAD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2 (APARTMENT) TO C-1 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of **Lot 27, Block 6, Stiles Gardens, 7249 Dale Road**, located in the City of El Paso, El Paso County, Texas, be changed from **A-2 (Apartment)** to **C-1 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. *That a 10' landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *A Detailed Site Development Plan shall be reviewed and approved per City Code prior to issuance of building permits.*
3. *The following uses are prohibited on the property:*
Motor Vehicle Repair, Minor
Automotive Service Station

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:

ATTEST:

Oscar Leaser
Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:

 for

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ21-00031

7249 Dale Road

City Plan Commission — April 7, 2022 **REVISED**

REZONING



CASE NUMBER: PZRZ21-00031
CASE MANAGER: Luis Zamora, (915) 212-1552 ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Manuel Garza
REPRESENTATIVE: Scott Winton
LOCATION: 7249 Dale Rd. (District 3)
PROPERTY AREA: 0.47 acres
REQUEST: Rezone from A-2 (Apartment) to C-1 (Commercial)
RELATED APPLICATIONS: None
PUBLIC INPUT: One (1) email in support; one (1) email, one (1) call, and a petition in opposition as of April 7, 2022

SUMMARY OF REQUEST: Applicant requests to rezone the subject property from A-2 (Apartment) to C-1 (Commercial) for a proposed mix of retail and offices.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The recommendation is based on the proposed development uses being consistent with adjacent commercial and residential properties within its vicinity. Furthermore, the proposed commercial zone is compatible with the G-7, Industrial and/or Railyards Future Land Use designation and is in keeping with the policies of *Plan El Paso* in the Mission Valley Planning Area.

1. "That a 10' landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy."
2. A Detailed Site Development Plan shall be reviewed and approved per City Code prior to issuance of building permits.
3. The following uses are not permitted:
 - o Motor Vehicle Repair, Minor
 - o Automotive Service Station

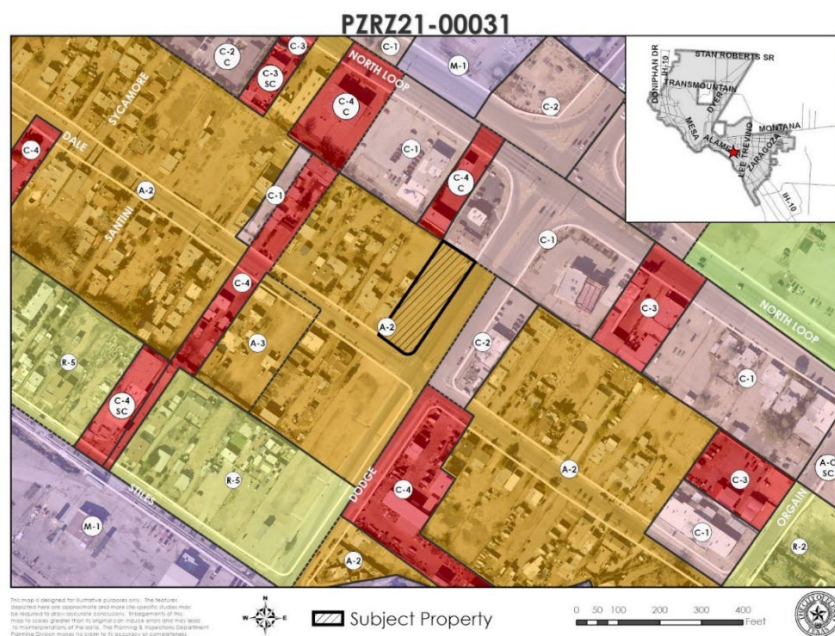


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant requests to rezone from A-2 (Apartment) to C-1 (Commercial) to allow for a light retail and offices. A generalized site plan shows the proposed development configuration of the property with a conceptual building and parking lot with access from Dodge Road. The lot is located at the intersection of Dale Road and Dodge Road.

PREVIOUS CASE HISTORY: None.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent uses and meets the established character of its neighborhood. Properties to the north include apartments and a material sales store zoned C-1 (Commercial); to the east, properties include a restaurant that is zoned C-2 (Commercial); to the south, there is a vacant property zoned A-2 (Apartments); and to the west, properties include single-family dwellings zoned A-2 (Apartments). Due to the proximity to other similar uses and zoning districts, the property has the potential to provide light commercial uses within walking distance to an area consisting of single-family and multi-family developments. The nearest school is Ramona Elementary School (0.51 miles) and the nearest park is Stiles Park (0.14 miles).

| COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors: | |
|---|--|
| Criteria | Does the Request Comply? |
| <p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-7, Industrial: This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</p> | <p>Yes. The area has the potential for mixed-use redevelopment of commercial and residential uses in close proximity to each other, which is in character with the future land use designation of <i>Plan El Paso</i>.</p> |
| <p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-1 (Commercial): The purpose of this district is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.</p> | <p>Yes. The proposed C-1 (Commercial) zone is compatible with the surrounding A-2 (Apartment), C-1 and C-2 (Commercial) districts. Furthermore, it has the potential to provide light commercial uses within walkable distance to residential properties.</p> |
| <p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p> | <p>Yes. The subject property has access to Dodge Road, which is designated as a Major Arterial in the City's Major Thoroughfare Plan. The classification of this road is appropriate for proposed development.</p> |

| COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors: | |
|---|---|
| THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS: | |
| Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans. | None. The property is not located within any Historic Overlay District nor any other special designation areas. |
| Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning. | None. The proposed rezoning, if approved, is not anticipated to cause any adverse effects on the community. |
| Natural Environment: Anticipated effects on the natural environment. | None. The subject property does not lie within an arroyo or other sensitive environment. No negative environmental impacts are anticipated if the rezoning request is approved. |
| Stability: Whether the area is stable or in transition. | The area is stable. None of the surrounding properties within the neighborhood of the subject property have been recently rezoned. |
| Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property. | None. |

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located at the intersection of Dale Road and Dodge Road. Dodge Road is designated as a Major Arterial in the City’s Major Thoroughfare Plan (MTP). The major arterial classification is appropriate to serve the future proposed uses. Currently, there is no sidewalk on the property along Dodge Road, but will be required to be installed by the owner at the time of development. Other existing infrastructure and services are appropriate to serve future development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments. The Planning Division recommends adding conditions to provide a ten-foot (10’) landscaping buffer along residential and apartment zone districts or uses, to require and approved Detailed Site Development Plan reviewed per City Code prior to issuance of building permits, and to prohibit the uses of Motor Vehicle Repair, Minor and Automotive Service Station.

PUBLIC COMMENT: The subject property lies within the Stiles Garden Neighborhood Association, Mission Valley Civic Association, and Corridor 20 Civic Association. These Associations were notified of the request by the applicant, with the Planning Division receiving two (2) emails from such associations providing commentary to the applicant per the request, with one (1) email (Mission Valley Civic Association) in support. In addition, we received one (1) email from the office of City Representative Cassandra Hernandez stating opposition from the Stiles Garden Neighborhood Association. Staff contacted Mrs. Elva Villagran via phone from such Association, who stated concern for automobile service uses, as well as inquiring about other similar uses permitted under the existing and proposed zoning district. At the end of the conversation, it was decided that the call was going to be kept as opposition just as the previous email stated. At the City Plan Commission on April 7, 2022, a petition in opposition was provided from Stiles Garden Neighborhood Association. All correspondence is included on Attachment 4 of this document. Public notice was sent to all property owners within 300 feet of the subject property on March 23, 2022. As of April 6, 2022, only the previous stated email has been received in support.

CITY PLAN COMMISSION OPTIONS:

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

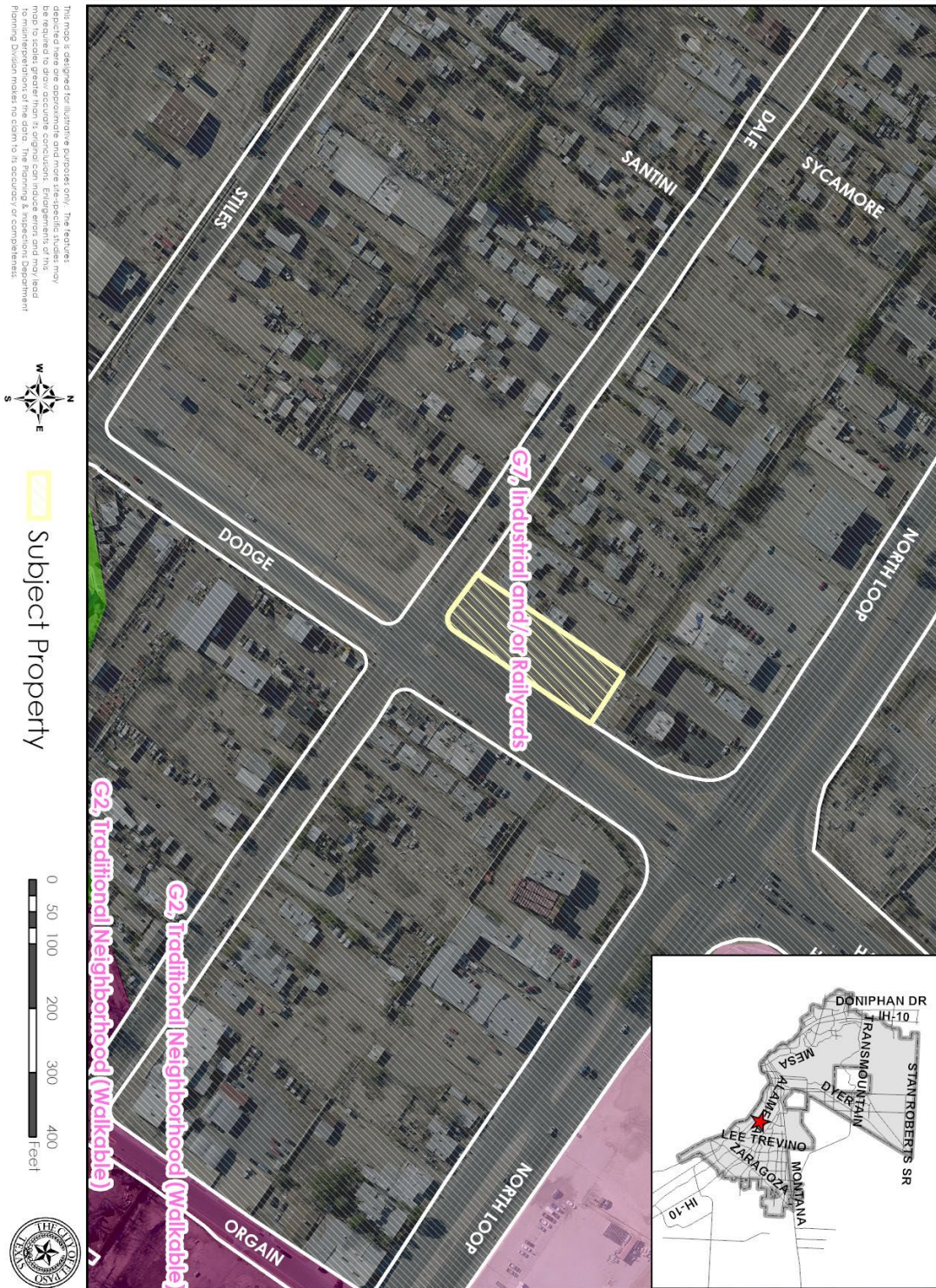
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval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

ATTACHMENTS:

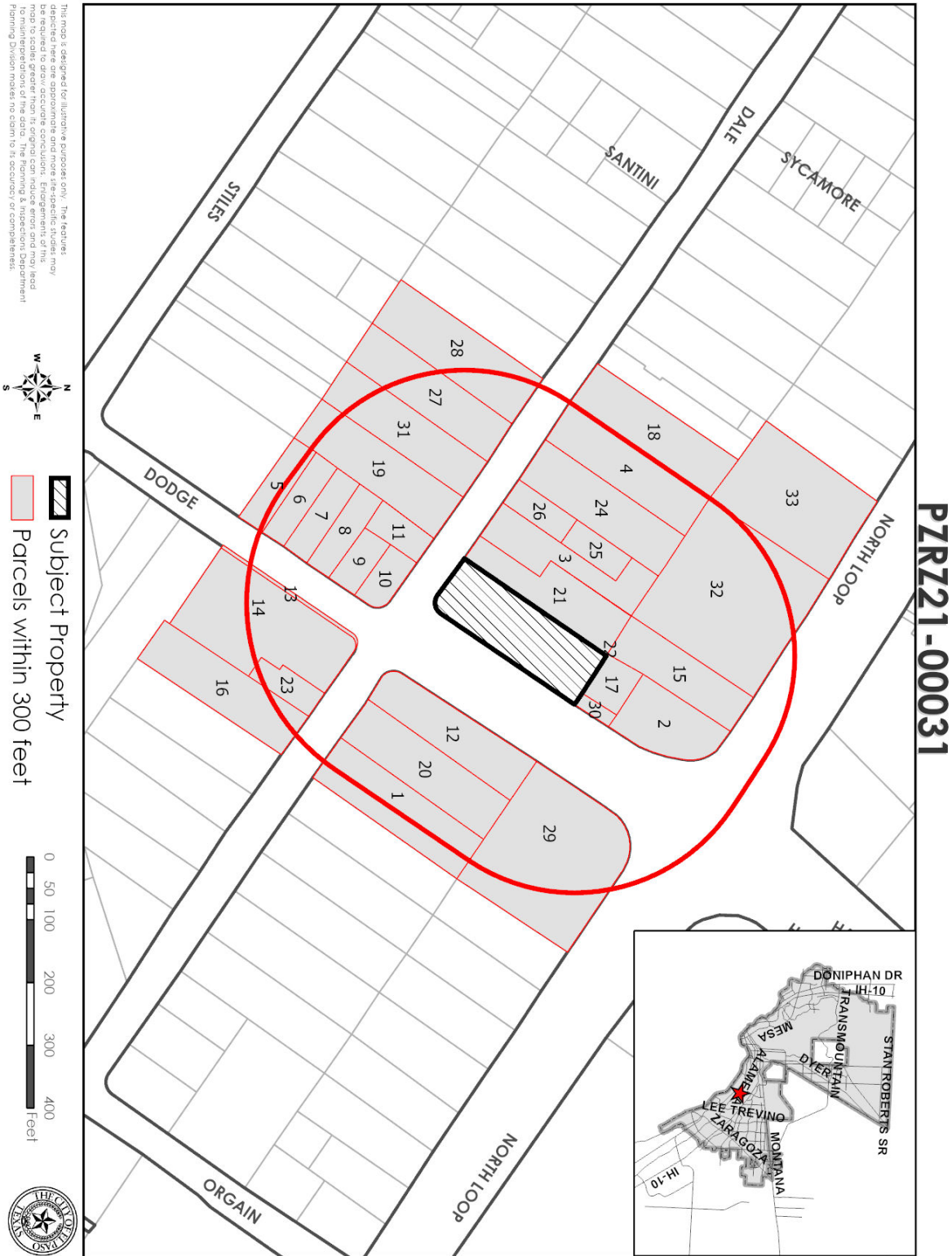
1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Generalized Plot Plan
4. Neighborhood Associations Emails
5. Department Comments

ATTACHMENT 1

PZR21-00031



ATTACHMENT 2

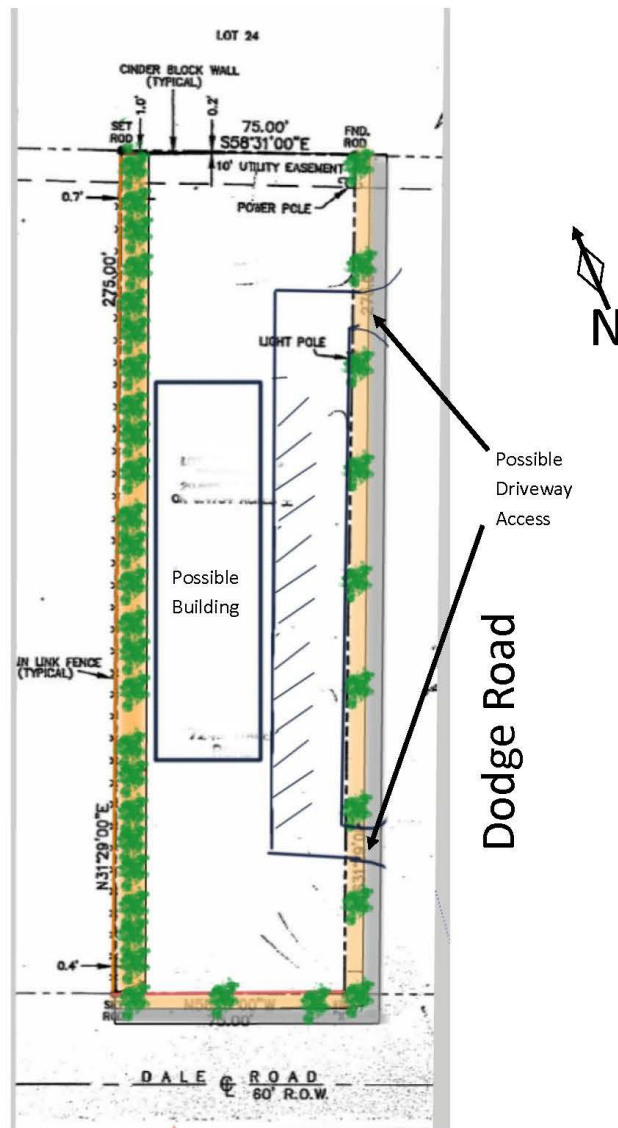


ATTACHMENT 3

Plot Plan

7249 Dale Road

El Paso, Tx



Dale Road

ATTACHMENT 4

Zamora, Luis F.

From: Fabiola Campos-Lopez <corridor20ca@yahoo.com>
Sent: Wednesday, March 2, 2022 11:23 AM
To: eduardoatalamantes@gmail.com; longhorn_1989@hotmail.com; mmcarr008@gmail.com; scott winton
Cc: Garcia, Raul; Zamora, Luis F.
Subject: Re: Application for Zoning Change 7249 Dale Road

You don't often get email from corridor20ca@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use [Phish Alert](#) or forward to SpamReport@elpasotexas.gov.

Mr. Winton,

Hope this communication finds you well.

As going over the permissible uses for zone C1, we noticed that the automobile sales, service, storage, and rental business uses are **not** permissible. This will safeguard the welfare and safety of the adjacent residential area property owners.

The Corridor 20 civic association's mission is to support responsible growth in the Mission Valley area and ensure its neighborhoods will maintain and/or improve their quality of life for the health, safety, and welfare of its residents.

CORRIDOR 20 ca will follow up on this rezoning application for the property with address 7249 Dale. Thank you for the update.

Best Regards.

Fabiola Campos-Lopez, Coordinator
CORRIDOR20ca



On Tuesday, March 1, 2022, 11:05:46 AM MST, scott winton <scottwinton@sbcglobal.net> wrote:

Hello All,
I hope everyone is well.
A notice was previously sent informing you that an application for a zoning changed on the above property had been filed. That zoning request was for a C-4 Zoning designation.
Based upon feedback we received from you, the application has been re-filed with the request modified to a C-1 zoning.
We do not have a user for the property at this time, but the C-1 designation gives more flexibility than the current zoning.
If you have any questions, please call or email.
Thank you for your time.

Scott Winton

915-637-0787

On Tuesday, November 2, 2021, 02:52:16 PM MDT, scott winton <scottwinton@sbcglobal.net> wrote:

Greetings,
Thank you to all who accepted my phone call.
I have attached a notification that an application for a zoning change has been filed.
I hope you will call me with any questions or comments.
The property owner and his family hope to be a positive presence in the community with the planned facilities.

The trucks are generally only parked on weekends and are not required to run continuously for refrigeration.
They hope the office will be used by community members for socializing and bathroom needs.
Please let me know if you are interested, and I will set up a meeting where we can all discuss this application,

Respectfully,

Scott Winton

915-637-0787
Leap Town Planning Services
www.leaptown.org

Zamora, Luis F.

From: Garcia, Raul
Sent: Thursday, March 3, 2022 10:00 AM
To: Zamora, Luis F.
Subject: FW: Application for Zoning Change 7249 Dale Road

Luis,
See comments from neighb assoc, make sure they are included in backup when it goes to CPC. Thanks

From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Thursday, March 3, 2022 9:52 AM
To: scott winton <scottwinton@sbcglobal.net>
Cc: Fabiola Campos-Lopez <corridor20ca@yahoo.com>; villagrane@yahoo.com; Garcia, Raul <GarciaR1@elpasotexas.gov>
Subject: Re: Application for Zoning Change 7249 Dale Road

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

GM Scott, as per our ongoing conversations in reference to this location at 7249 Dale Rd., we had agreed that you might go forward in an application to rezone to C-1 which I believe to be acceptable at this time. I spoke with Elva Villagran who is the current Vice president of the Stiles Garden Neighborhood Association and told her that I would include her on this reply. Her cell number for your records 915-780-3221 and request calls after 3 pm. For a current update, Mr. Raul Dominguez, who was the President of Stiles Garden, passed away last month, may he RIP. He was the one who conducted meetings and events. Please keep me undated on all applications in reference to this location and you have my cell number. Thank you

From: scott winton <scottwinton@sbcglobal.net>
Sent: Wednesday, March 2, 2022 11:45 AM
To: longhorn_1989@hotmail.com <longhorn_1989@hotmail.com>
Subject: Fw: Application for Zoning Change 7249 Dale Road

Scott Winton

915-637-0787
Leap Town Planning Group
www.leaptown.org

----- Forwarded Message -----
From: scott winton <scottwinton@sbcglobal.net>

To: corridor20ca@yahoo.com <corridor20ca@yahoo.com>; eduardoatalamantes@gmail.com <eduardoatalamantes@gmail.com>; longhorn_1989@hotmail.com <longhorn_1989@hotmail.com>; mmcarr008@gmail.com <mmcarr008@gmail.com>; scott winton <scottwinton@sbcglobal.net>
Cc: Raul (DSD) Garcia <garciar1@elpasotexas.gov>; Luis F. Zamora <zamoraf@elpasotexas.gov>
Sent: Tuesday, March 1, 2022, 11:05:41 AM MST
Subject: Re: Application for Zoning Change 7249 Dale Road

Hello All,

I hope everyone is well.

A notice was previously sent informing you that an application for a zoning changed on the above property had been filed. That zoning request was for a C-4 Zoning designation.

Based upon feedback we received from you, the application has been re-filed with the request modified to a C-1 zoning.

We do not have a user for the property at this time, but the C-1 designation gives more flexibility than the current zoning.

If you have any questions, please call or email.

Thank you for your time.

Scott Winton

915-637-0787

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Greetings,

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The trucks are generally only parked on weekends and are not required to run continuously for refrigeration.

They hope the office will be used by community members for socializing and bathroom needs.

Please let me know if you are interested, and I will set up a meeting where we can all discuss this application,

Respectfully,

Scott Winton

915-637-0787

Leap Town Planning Services

www.leaptown.org

Zamora, Luis F.

From: Olivares, Bettina
Sent: Wednesday, April 6, 2022 5:48 PM
To: Zamora, Luis F.; Smith, Kevin W.
Cc: District #3; Garcia, Raul
Subject: 4/7 CPC Item 5 Rezoning 7249 Dale - Elva Villagran - Stiles NA

Hello Luis and Kevin,

I just got off the phone with Elva Villagran from Stiles NA. She has questions regarding the below item and is in opposition and wanted more details. Can someone please give her a call before tomorrow's item? I did encourage her to call in to give input on item and how she could do so, if that's what she wanted.

PUBLIC HEARING Rezoning Application:

| | |
|-------------------------|---|
| 5. PZRZ21-00031: | Lot 27, Block 6, Stiles Gardens, City of El Paso, El Paso Co |
| Location: | 7249 Dale Rd. |
| Existing Zoning: | A-2 (Apartment) |
| Request: | Rezone from A-2 (Apartment) to C-1 (Commercial) |
| Existing Use: | Vacant |
| Proposed Use: | Light Retail, Office, or Mixture of Permitted Uses |
| Property Owner: | Manuel Garza |
| Representative: | Scott Winton |
| District: | 3 |
| Staff Contact: | Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov |

Bettina Olivares

Legislative Aide
Office of Cassandra Hernandez
Council Representative | District 3
City of El Paso | O: 915.212.0003

** Email was followed up by a call to Mrs. Villagran by Staff on April 6, 2022.*

PETITION

To: City Commissioners, City Hall, 300 N. Campbell, El Paso, TX.

The Stiles Garden Neighborhood Association and the residents oppose to the request of Manuel Garza build a light retail, office or Mixture of permitted uses at 7249 Dale Rd. Case No: PZRZ21-00031 from A-2 (Apartment) to C-1 (Commercial). Lot 27, Block 6. We oppose this due to uncertain what owner will bring as a business or mixtures permitted uses. We oppose this due to safety issues, having citizens living nearby, and well being of our community.

| Print Name | Address | Phone Number | Signature |
|-----------------------|-----------------|--------------|--------------------|
| 1 Paola Perez | 7312 Dale Rd | 915 274-5603 | Paola Perez |
| 2 Maria Llanos | 7310 Dale Rd | 915-771-8935 | Maria E. Llanos |
| 3 Gloria Mendoza | 7245 Dale Rd | 915 600 8312 | cons |
| 4 Eduardo Molina | 7245 Dale | 915 328-0129 | Eduardo Molina |
| 5 Alberto Molina | 7243 Dale | 915 227-1879 | Alberto Molina |
| 6 Virginia Ledezma | 3241 Santa Fe | 915-778-5710 | Virginia Ledezma |
| 7 Sergio Romero | 322 Santos | 915-243-9620 | Sergio Romero |
| 8 Juan M. Munguia | 7229 Dale Rd | 915 803 8454 | Juan M. C. |
| 9 Teresa Martinez | 7127936 | 915 772 3581 | Teresa Martinez |
| 10 Alex Thompson | 408 Sycamore | 415 355 9582 | Alex Thompson |
| 11 Jennifer G. Llanos | 409 Sycamore | 779-5088 | J. Llanos |
| 12 Ricardo Flores | 7248 Dale RD | 915 841-9752 | Ricardo Flores |
| 13 Emma Rodriguez | 7307 RD | 915 779 6532 | Emma Rodriguez |
| 14 Leticia Olvera | 7306 Dale Rd | 915 408-5907 | Leticia Olvera |
| 15 Esperanza Martinez | 7313 Dale Rd | 915 778-3929 | Esperanza Martinez |
| 16 Gustavo Reveles | 7320 North Loop | 772-2664 | Gustavo Reveles |
| 17 | 306 Dodge | 214-1772 | Pera E. Calzadilla |
| 18 | | | |
| 19 | | | |
| 20 | | | |

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Recommend approval of the rezoning request with the following conditions:

1. That a 10' landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
2. *A Detailed Site Development Plan shall be reviewed and approved per City Code prior to issuance of building permits.*
3. *The following uses are not permitted:*
 - a. *Motor Vehicle Repair, Minor*
 - b. *Automotive Service Station*

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

No comments received.

Fire Department

Recommend approval.

Police Department

No comments received.

Environmental Services

No comments received.

Streets and Maintenance Department

TIA not required for this application.

Sun Metro

No comments received.

El Paso Water Utilities

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

Water:

There is an existing 6-inch diameter water main extending along Dale Rd. fronting the subject property. This main is located approximately 19-feet south of the northern right-of-way line of Dale Rd. This water main is available for service.

There is an existing 8-inch diameter water main extending along Dodge Rd. approximately 15-feet west of the eastern right-of-way line Dodge Rd. This water main is available for service.

There is an existing 48-inch diameter water main extending along Dale Rd. fronting the subject property. This main is located approximately 7-feet north of the southern right-of-way line of Dale Rd. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

Previous water pressure readings from fire hydrant # 680 located at the southwest corner of the intersection of Dale Rd. and Dodge Rd., have yielded a static pressure of 100 pounds per square inch, a residual pressure of 80 pounds per square inch, and a discharge flow of 1384 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Dale Rd. fronting the subject property. This main is located approximately 20-feet north of the southern right-of-way line of Dale Rd. This sanitary sewer main is available for service.

There is an existing 12-inch diameter sanitary sewer main extending along Dodge Rd. fronting the subject property. This main is located approximately 30-feet east of the western right-of-way line of Dodge Rd. This sanitary sewer main is available for service.

General:

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.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

- As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District

No comments received.



Legislation Text

File #: 22-658, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 1

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

Planning and Inspections, 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 changing the zoning of a portion of Tract 3A, Nellie D. Mundy Survey No. 240, an addition to the City of El Paso, El Paso County, Texas from R-3 (Residential) to A-4 (Apartment), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: State Highway Spur 16 and Isela Rubalcava Ave.

Applicant: Westonlane, LLC, PZRZ22-00002

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

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: June 22, 2022

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

DISTRICT(S) AFFECTED: District 1

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Tract 3A, Nellie D. Mundy Survey No. 240, an addition to the City of El Paso, El Paso County, Texas from R-3 (Residential) to A-4 (Apartment), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: State Highway Spur 16 and Isela Rubalcava Ave.
Applicant: Westonlane, LLC, PZRZ22-00002

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-3 (Residential) to A-4 (Apartment) to allow for a multifamily residential development. City Plan Commission recommended 7-0 to approve the proposed rezoning on March 24, 2022. As of May 31, 2022, the Planning Division has received three (3) emails of opposition, but no communication in support to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip E. Etiwe – Planning and Inspections Director

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 3A, NELLIE D. MUNDY SURVEY NO. 240, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, EL PASO COUNTY PLAT RECORDS FROM R-3 (RESIDENTIAL) TO A-4 (APARTMENT), AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *a portion of Tract 3A, Nellie D. Mundy Survey No. 240, 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 **A-4 (Apartment)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the change in intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. "That a 10' landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy."

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

ADOPTED this _____ day of _____, 2022.

THE CITY OF EL PASO:

ATTEST:

Oscar Leoser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wendi N. Vineyard
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ22-00002

Exhibit "A"



PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.

El Paso, Texas 79927

Ph# (915) 222-5227

Being a portion of Tract 3A,
Nellie D. Mundy Survey No. 240,
El Paso County, Texas
December 13, 2021;

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 3A, Nellie D. Mundy Survey No. 240, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference found nail with shiner at the intersection of Isela Rubalcava Street centerline with the east right of way of Spur 16, and having State Plain Coordinates (Northing= 10,708,752.01 feet and Easting= 354,692.58 feet), thence, South 32°36'05" West a distance of 40.08 feet to a found chiseled "X" at the east right of way of Spur 16, the south right of way of Isela Rubalcava Street as dedicated by instrument No. 20110035784 with the El Paso County Real Property Records and the **"TRUE POINT OF BEGINNING"**.

Thence along south right of way of Isela Rubalcava Street, **South 86°48'26" East** a distance of **461.43 feet** to a point at the east boundary line of Lot 67, Block 15, La Puesta Del Sol Unit Four, recorded by Instrument No. 20190091736 with the El Paso County Real Property Records, from which a found nail on rock wall bears North 02°04'48" East a distance of 1.32 feet;

Thence leaving said right of way, **South 03°20'13" West** a distance of **754.81 feet** to a set nail on rock wall at the northeast corner of Lot 50, Block 15, La Puesta Del Sol Unit Four, from which a found nail on rock wall at the northwest corner of Lot 51 bears South 03°13'07" West a distance of 1.00 feet;

Thence along the north boundary of Puesta Del Sol Unit Four, **North 86°46'53" West** a distance of **664.30 feet** to a found 1/2" rebar with cap "B&A" at the northwest corner of Lot 40, Block 15, La Puesta Del Sol Unit Four and the east line of Lot 19, El Canutillo Acreage Lots, recorded in Vol. 9, Pg. 44, El Paso County Plat Records;

Thence along said east line, **North 03°20'13" East** a distance of **392.98 feet** to a set 1/2" rebar with cap "6085" at the east right of way of Spur 16 as dedicated by Instrument No. 20120020347 with the El Paso County Real Property Records;

Thence along said right of way, **North 32°36'05" East** a distance of **415.01 feet** to **"TRUE POINT OF BEGINNING"** and containing in all **464,646 square feet or 10.6668 acres** of land more or less.

Note: All bearings and coordinates are reference to the Texas State Coordinate System, Central Zone, NAD 1983 Datum, as derived using GPS methods via RTK network establish by Western Data, El Paso Island. all distances expressed in U.S. survey feet scaled to surface.

Jesus D. Ibarra, RPLS No.6085
December 16, 2021



ALTA/NSPS LAND TITLE SURVEY

BEING A PORTION OF TRACT 3A, NELLIE D MUNDY SURVEY 240, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, EL PASO COUNTY PLAT RECORDS

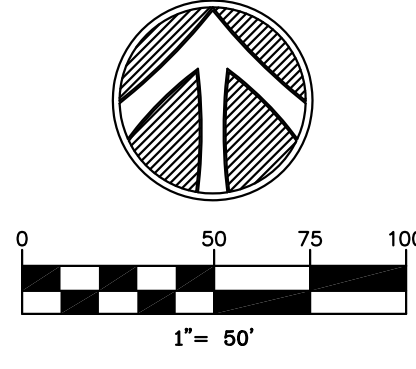
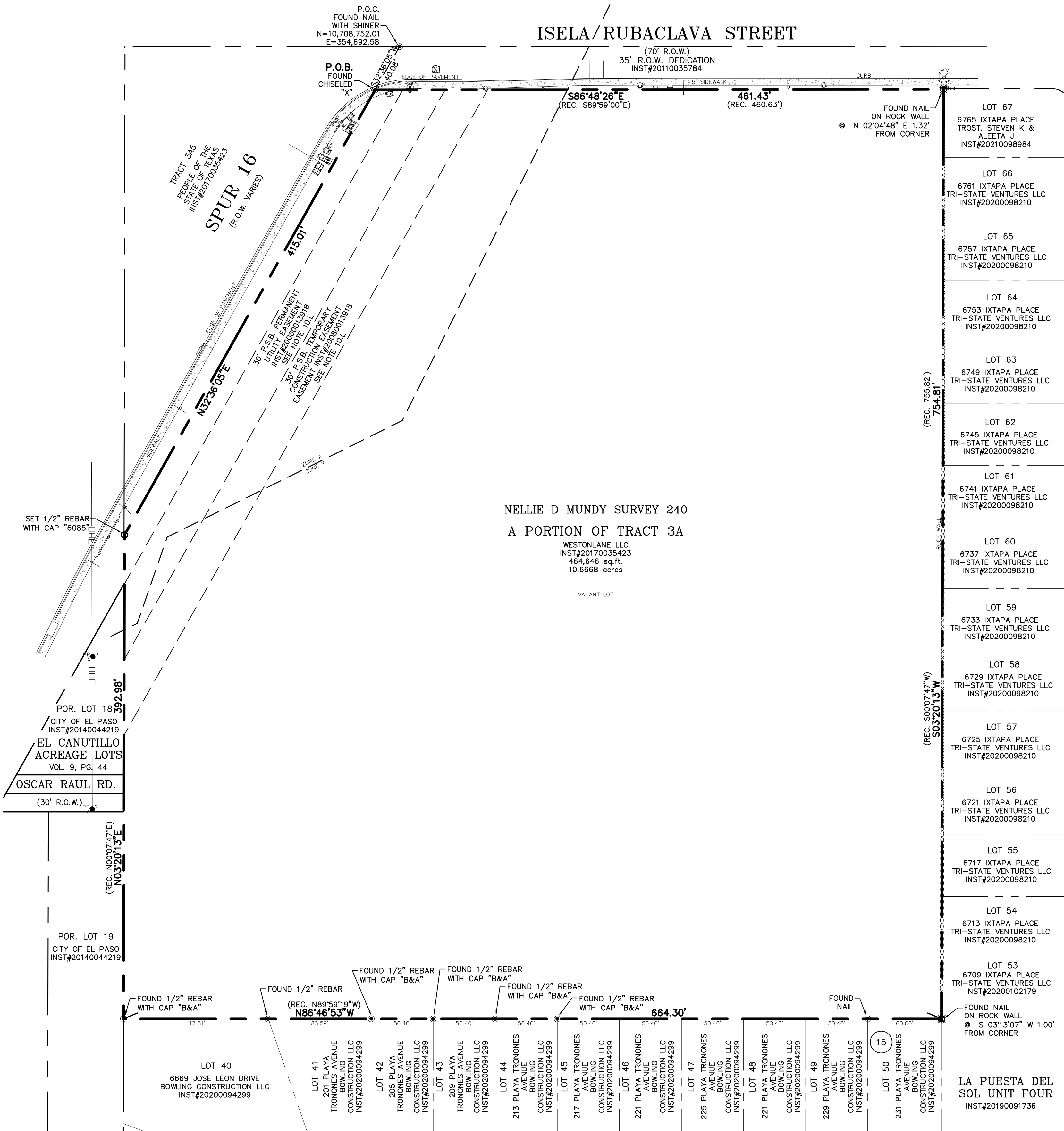
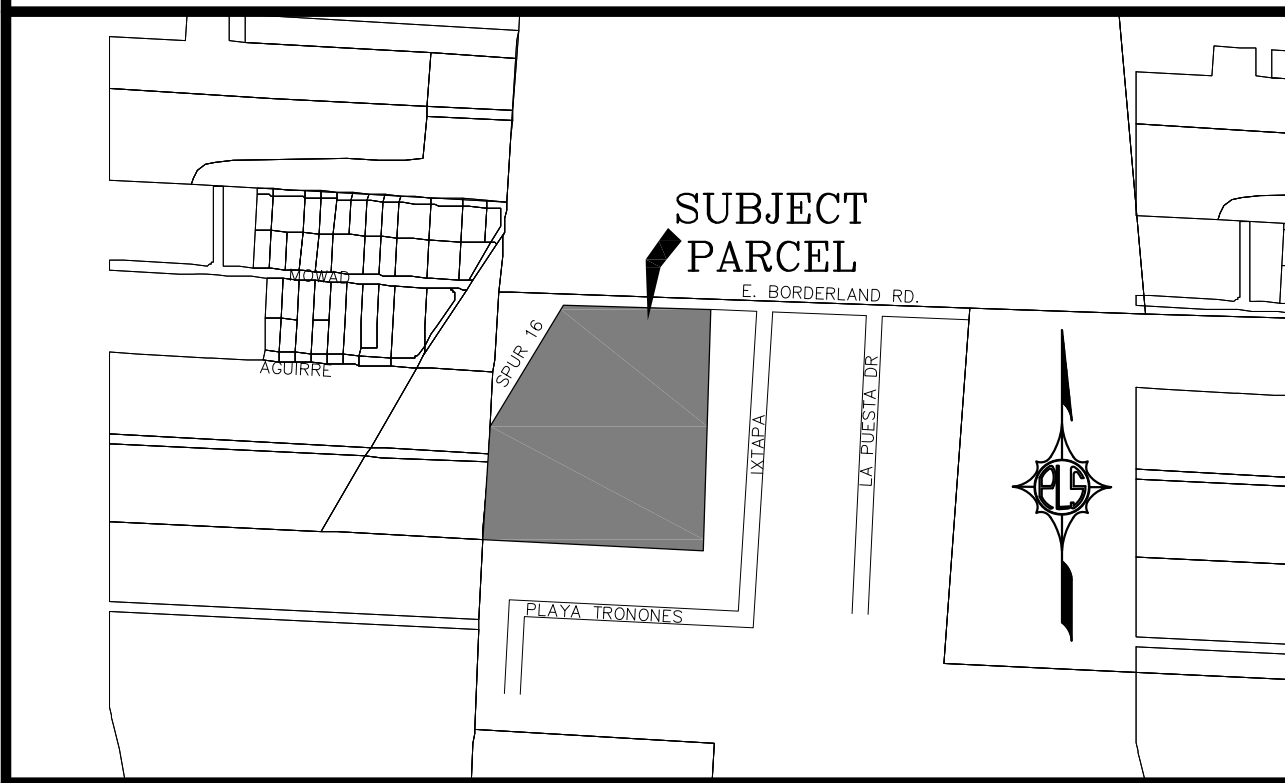
TOTAL CONTAINING: 10.6668 ACRES

DECEMBER 15, 2021

NOTES:

1. BEARING BASIS: U.S. STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL 4203, NAD 1983 DATUM, AS DERIVED USING GPS METHODS VIA RTK NETWORK ESTABLISH BY WESTERN DATA, EL PASO ISLAND. ALL DISTANCES EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE. COMBINED SCALE FACTOR: 0.99982726, CONVERGENCE ANGLE: -31°3'28".
2. ROTATION OF 3°10'34" EAST FROM RECORD FOR PARCEL DESCRIBED BY INSTRUMENT NO. 20170035423, EL PASO COUNTY, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS, AND LOCATED BY FOUND CONTROL MONUMENTS SHOWN HEREIN.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 4802120125B, DATED 09/04/1991, THIS PROPERTY IS IN FLOOD HAZARD ZONE A "NO BASE FLOOD ELEVATIONS DETERMINED" AND ZONE X "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN".
4. UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATED BY ON SITE EVIDENCE AND RECORD INFORMATION.
5. CITY ZONING IS R-3, RESIDENTIAL DISTRICT. (AS ESTABLISHED IN CHAPTER 20.08)
6. REFERENCE FIRST AMERICAN TITLE GUARANTY COMPANY FOR TITLE INSURANCE OF NO. 211793-COM, EFFECTIVE DATE OF OCTOBER 27, 2021. SCHEDULE B EXCEPTIONS FROM COVERAGE ARE AS FOLLOWS:
 1. RESTRICTIVE COVENANTS RECORDED IN/UNDER VOLUME 1742, PAGE 959 AND AMENDED UNDER CLERK'S FILE NO. 20060097145; AND UNDER CLERK'S FILE NO. 20070072035, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN. (APPLIES; NOT A SURVEY MATTER)
 - 10.C. ANY AND ALL CLAIMS OF RIGHT, TITLE AND INTEREST TO THE LAND, INCLUDING BUT NOT LIMITED TO ANY RIGHT OF POSSESSION OR CLAIM FOR DAMAGES RELATING TO THE LAND WHICH HAS BEEN ASSERTED OR MAY BE ASSERTED, OF RECORD OR NOT, BY OR ON BEHALF OF ANY INDIAN OR INDIAN TRIBE, INCLUDING BUT NOT LIMITED TO THE TIQUA INDIAN TRIBE OF EL PASO, TEXAS, ALSO KNOWN AS PUEBLO DE LA YSLETA DEL SUR, ALSO KNOWN AS THE YSLETA DEL SUR PUEBLO INDIAN TRIBE, ALSO KNOWN AS THE TIQUA INDIAN COMMUNITY, INCLUDING BY NOT LIMITED TO CLAIMS APPEARING IN AFFIDAVIT OF JULIAN GRANILLO, FILED FOR RECORD APRIL 16, 1993, RECORDED IN VOLUME 2553, PAGE 1958, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
- COMPANY INSURES THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THE TERMS OF THIS POLICY BY REASON OF THE ENFORCEMENT OF SAID RIGHTS AS TO THE LAND. COMPANY AGREES TO PROVIDE DEFENSE TO THE INSURED IN ACCORDANCE WITH THE TERMS OF THIS POLICY IF SUIT IS BROUGHT AGAINST THE INSURED TO ENFORCE SAID RIGHTS AS TO THE LAND. (APPLIES; NOT A SURVEY MATTER)
- 10.I. RESERVATION OF ALL MINERALS TO THE STATE OF TEXAS IN VOLUME 727, PAGE 353, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (APPLIES; NOT A SURVEY MATTER)
- 10.J. TERMS, RESTRICTIONS AND OTHER CONDITIONS SET OUT IN CONTRACT FILED IN VOLUME 1742, PAGE 959, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS AND AMENDED UNDER CLERK'S FILE NO. 20060097145, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (APPLIES; NOT A SURVEY MATTER)
- 10.K. TERMS AND CONDITIONS SET OUT IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND PROPERTY DEVELOPMENT AGREEMENT DATED JULY 23, 2007 AND RECORDED UNDER CLERK'S FILE NO. 20070072035, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (APPLIES; NOT A SURVEY MATTER)
- 10.I. EASEMENT TO THE CITY OF EL PASO FOR THE USE AND BENEFIT OF ITS PUBLIC SERVICE BOARD (EL PASO WATER UTILITIES) RECORDED UNDER CLERK'S FILE NO. 20080013918, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (APPLIES; PLOTTED HEREIN)
- 10.M. EASEMENT TO EL PASO ELECTRIC COMPANY IN OLD BOOK VOLUME 533, PAGE 323, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (APPLIES; BLANKET EASEMENT)

LOCATION MAP SCALE: 1" = 600'



OWNER INFORMATION:
GEO ID: X24099900002320
WESTONLANE LLC
2611 N KANSAS STREET
EL PASO TX 79902

| SYMBOL LEGEND | |
|---------------|----------------------------|
| | FOUND CONTROL POINT |
| | CALCULATED POINT (NOT SET) |
| | SANITARY SEWER MANHOLE |
| | WATER VALVE |
| | FIRE HYDRANT |
| | POWER POLE |
| | LIGHT POLE |
| | ELECTRIC PULL BOX |
| | TRAFFIC SIGN |
| | TRAFFIC SIGNAL BOX |
| | TRAFFIC SIGNAL |

| POINT | NORTHING | EASTING | DESCRIPTION |
|-------|---------------|------------|---|
| 21011 | 10,708,752.01 | 354,692.58 | FOUND NAIL WITH SHINER AT THE CENTERLINE INTERSECTION OF ISELA RUBACLAVA STREET WITH THE EAST RIGHT OF WAY OF SPUR 16 |

METES AND BOUNDS DESCRIPTION
DESCRIPTION OF A PARCEL OF LAND BEING A PORTION OF TRACT 3A, NELLIE D. MUNDY SURVEY NO. 240, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING FOR REFERENCE FOUND NAIL WITH SHINER AT THE INTERSECTION OF ISELA RUBACLAVA STREET CENTERLINE WITH THE EAST RIGHT OF WAY OF SPUR 16, AND HAVING STATE PLAIN COORDINATES (NORTHING= 10,708,752.01 FEET AND EASTING= 354,692.58 FEET), THENCE, SOUTH 32°36'05" WEST A DISTANCE OF 40.08 FEET TO A FOUND CHISELED "X" AT THE EAST RIGHT OF WAY OF SPUR 16, THE SOUTH RIGHT OF WAY OF ISELA RUBACLAVA STREET AS DEDICATED BY INSTRUMENT NO. 20110035784 WITH THE EL PASO COUNTY REAL PROPERTY RECORDS AND THE TRUE POINT OF BEGINNING;
THENCE ALONG SOUTH RIGHT OF WAY OF ISELA RUBACLAVA STREET, SOUTH 86°48'26" EAST A DISTANCE OF 461.43 FEET TO A POINT AT THE EAST BOUNDARY LINE OF LOT 67, BLOCK 15, LA PUERTA DEL SOL UNIT FOUR, RECORDED BY INSTRUMENT NO. 20190091736 WITH THE EL PASO COUNTY REAL PROPERTY RECORDS, FROM WHICH A FOUND NAIL ON ROCK WALL BEARS NORTH 02°04'48" EAST A DISTANCE OF 1.32 FEET;
THENCE LEAVING SAID RIGHT OF WAY, SOUTH 03°20'13" WEST A DISTANCE OF 754.81 FEET TO A SET NAIL ON ROCK WALL AT THE NORTHEAST CORNER OF LOT 50, BLOCK 15, LA PUERTA DEL SOL UNIT FOUR, FROM WHICH A FOUND NAIL ON ROCK WALL AT THE NORTHWEST CORNER OF LOT 51 BEARS SOUTH 03°13'07" WEST A DISTANCE OF 1.00 FEET;
THENCE ALONG THE NORTH BOUNDARY OF PUESTA DEL SOL UNIT FOUR, NORTH 86°46'53" WEST A DISTANCE OF 664.30 FEET TO A FOUND 1/2" REBAR WITH CAP "B&A" AT THE NORTHWEST CORNER OF LOT 40, BLOCK 15, LA PUERTA DEL SOL UNIT FOUR AND THE EAST LINE OF LOT 19, EL CANUTILLO ACREAGE LOTS, RECORDED IN VOL. 9, PG. 44, EL PASO COUNTY PLAT RECORDS;
THENCE ALONG SAID EAST LINE, NORTH 03°20'13" EAST A DISTANCE OF 392.98 FEET TO A SET 1/2" REBAR WITH CAP "6085" AT THE EAST RIGHT OF WAY OF SPUR 16 AS DEDICATED BY INSTRUMENT NO. 20120020347 WITH THE EL PASO COUNTY REAL PROPERTY RECORDS;
THENCE ALONG SAID RIGHT OF WAY, NORTH 32°36'05" EAST A DISTANCE OF 415.01 FEET TO TRUE POINT OF BEGINNING AND CONTAINING IN ALL 464,646 SQUARE FEET OR 10.6668 ACRES OF LAND MORE OR LESS.
NOTE: ALL BEARINGS AND COORDINATES ARE REFERENCE TO THE TEXAS STATE COORDINATE SYSTEM, CENTRAL ZONE, NAD 1983 DATUM, AS DERIVED USING GPS METHODS VIA RTK NETWORK ESTABLISH BY WESTERN DATA, EL PASO ISLAND. ALL DISTANCES EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE.

SURVEYOR CERTIFICATION
TO: FIRST AMERICAN TITLE GUARANTY COMPANY, FURMAN MALOOLY DEVELOPMENT, LLC OR ASSIGNS, AND WESTONLANE, LLC, A TEXAS LIMITED LIABILITY COMPANY.
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2020 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, THE FIELD WORK WAS COMPLETED ON NOVEMBER 30, 2021.
DATE OF PLAT OR MAP: DECEMBER 15, 2021
JESUS D. IBARRA, TX RPLS #6085, FIRM#0194184

State Highway Spur 16 and Isela Rubalcava Avenue



City Plan Commission — March 24, 2022- **REVISED**

CASE NUMBER: PZRZ22-00002
CASE MANAGER: David Samaniego, (915) 212-1608, SamaniegoDC@elpasotexas.gov
PROPERTY OWNER: Westonlane, LLC
REPRESENTATIVE: Gallinar Planning & Development, LLC
LOCATION: Southeast corner of State Highway Spur 16 and Isela Rubalcava Ave. (District 1)
PROPERTY AREA: 10.7 acres
REQUEST: Rezone from R-3 (Residential) to A-4 (Apartment)
RELATED APPLICATIONS: None
PUBLIC INPUT: None received as of March 17, 2022

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to A-4 (Apartment) to allow for a multifamily residential development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommendation is **APPROVAL** of the rezoning request subject to the following condition:

1. "That a 10' landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy."

The recommendation is based on the compatibility of the proposed zoning district with the surrounding residential districts in the immediate area. The proposed rezoning is consistent with Plan El Paso, the City's adopted Comprehensive Plan.

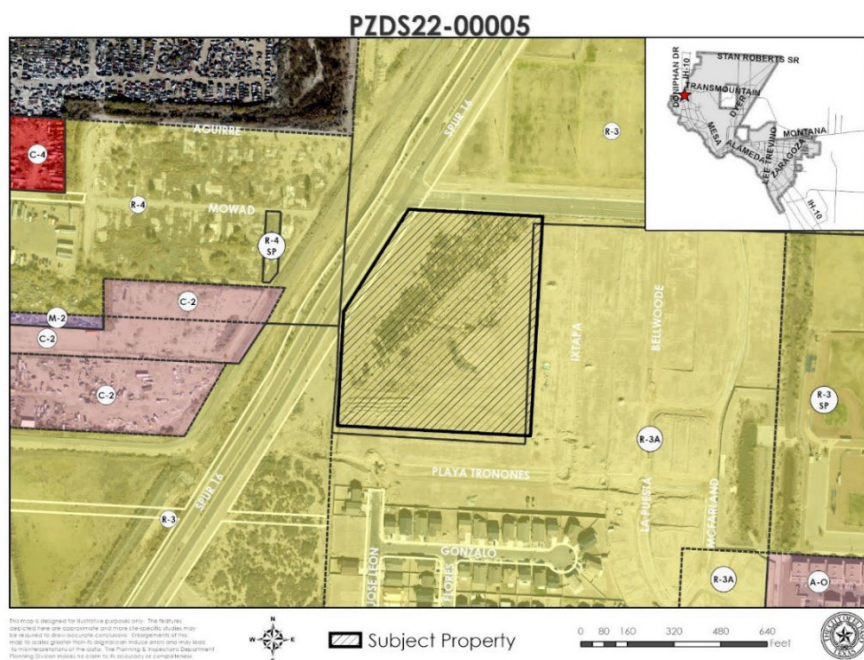


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant proposes to rezone approximately 10.72 acres of land from R-3 (Residential) to A-4 (Apartment) to allow for a multifamily residential development. The property is located at the southeastern intersection of State Highway Spur 16 and Isela Rubalcava Avenue within the Northwest Planning area. The conceptual site plan for the subject property shows a multifamily residential development containing 276 apartment units and a pond site abutting the Spur 16 freeway.

PREVIOUS CASE HISTORY: N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed zoning district and multifamily residential development meet the intent of the G-4, Suburban (Walkable) land use designation of *Plan El Paso* within the Northwest Planning area. The proposed development proposes multifamily housing options to an area containing predominately single-family residential development, creating a mix of housing options within the area. The immediate area also includes Canutillo High School and El Paso Community College - both campuses which are located less than a half mile from the subject property. Canutillo High School is 0.44 miles away. The nearest park is the Westside Sports Complex – located across the street (0.01 miles) from the subject property along Isela Rubalcava Avenue. Properties to the north are zoned R-3 (Residential) and the Westside Sports Complex City Park; to the east and south are zoned R-3A (Residential) and single-family residential development; and to the west is zoned R-3 (Residential) and the State Highway Spur 16.

| 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-4, Suburban (Walkable):</u> This sector applies to modern single use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p> | <p>Yes, the G-4, Suburban (Walkable) land use designation is compatible with the proposed A-4 (Apartment) zone district and the abutting residential districts. The A-4 designation will permit increased residential density in an area containing mostly single-family residential development. In addition, the immediate area contains Canutillo High School and the El Paso Community College– both campuses are located less than a half mile from the proposed development. The proposed zone district and development meets the intent of the G-4 designation in supplementing the limited housing options in the immediate area.</p> |
| <p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p><u>A-4 (Apartment) District:</u> The purpose of these districts 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</p> | <p>Yes, the proposed zoning district is compatible with the surrounding residential zone districts, providing different housing options. The properties to the east and south are zoned R-3A (Residential) and feature single-family residential development. As the proposed multifamily development abuts single-family housing, staff is recommending a 10-foot landscaped buffer along the property lines abutting the residential zone districts.</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: | |
|--|---|
| for high-density residential development in which adequate public facilities are available for present and future needs. | |
| 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 accessed from State Highway Spur 16, which is classified as a freeway on the City of El Paso's Major Thoroughfare Plan (MTP). |
| 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. | 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 rezoning. The proposed multifamily development will bring a mix of housing options to the abutting single-family residential development. In addition, staff is recommending a 10-foot landscaped buffer along the property lines abutting residential zone districts. |
| 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. | The area is stable and there has not been any rezonings in the immediate area within the last ten years. |
| Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property. | The existing R-3 (Residential) zone designation does not permit multifamily development. The proposed rezoning to A-4 (Apartment) allows for increased density and new housing stock for an area served by a high school and community college campus. The immediate area contains mostly single-family residential development. |

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Primary access is proposed from State Highway Spur 16, which is classified as a freeway on the City of El Paso's Major Thoroughfare Plan (MTP), and Isela Rubalcava Avenue, a local street. Both streets are appropriate to serve the proposed residential development. In addition, the subject property is

unplatted and will need to be subdivided to ensure that the property, abutting rights-of-way, and required easements are compliant with the City's Subdivision standards.

PUBLIC COMMENT: The subject property lies within the Upper Valley Neighborhood Association. Notices were mailed to property owners within 300 feet of the subject property on March 9, 2022. As of March 17, 2022, Planning has not received any communications in support or opposition to the rezoning 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:

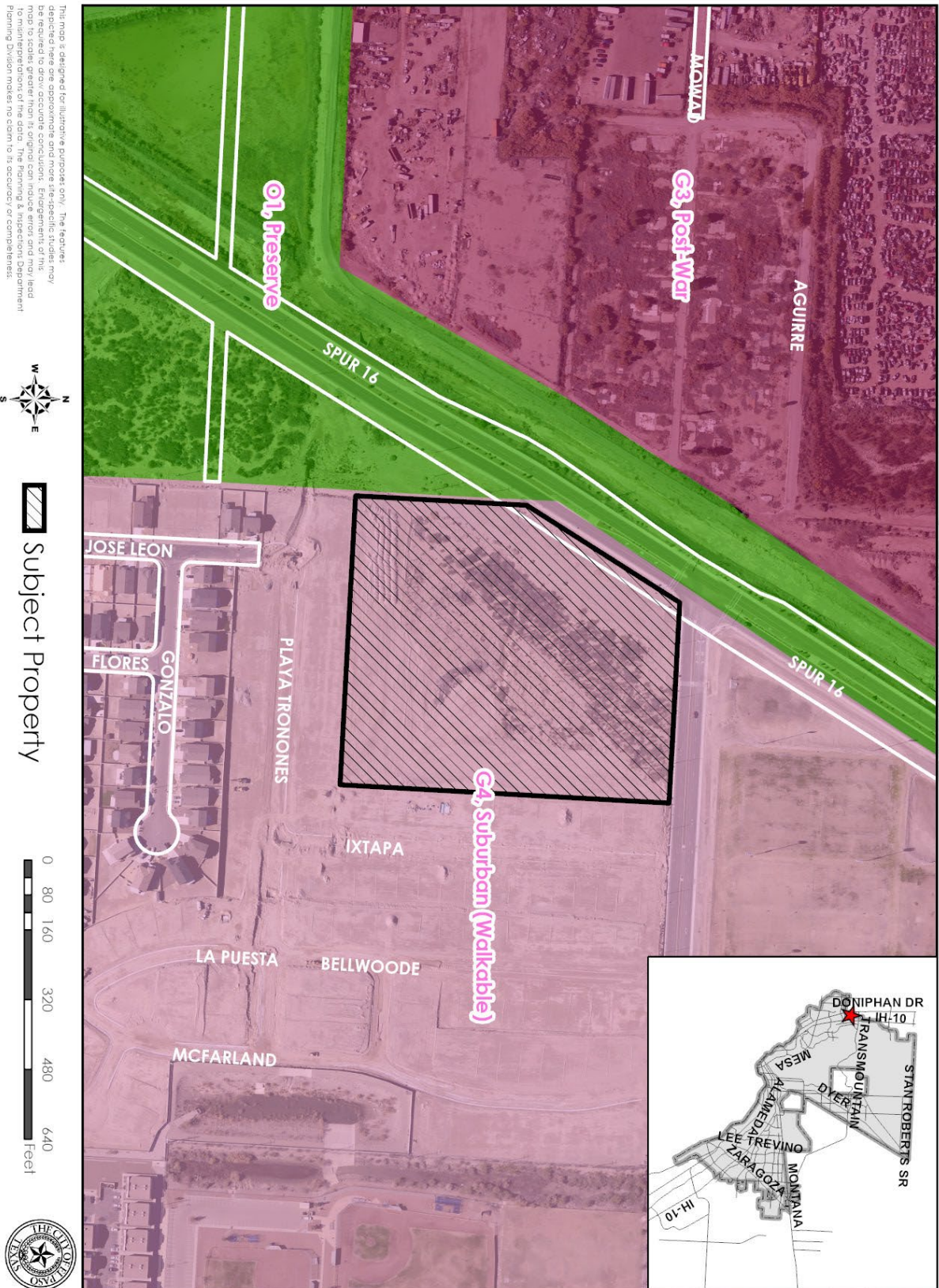
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval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

ATTACHMENTS:

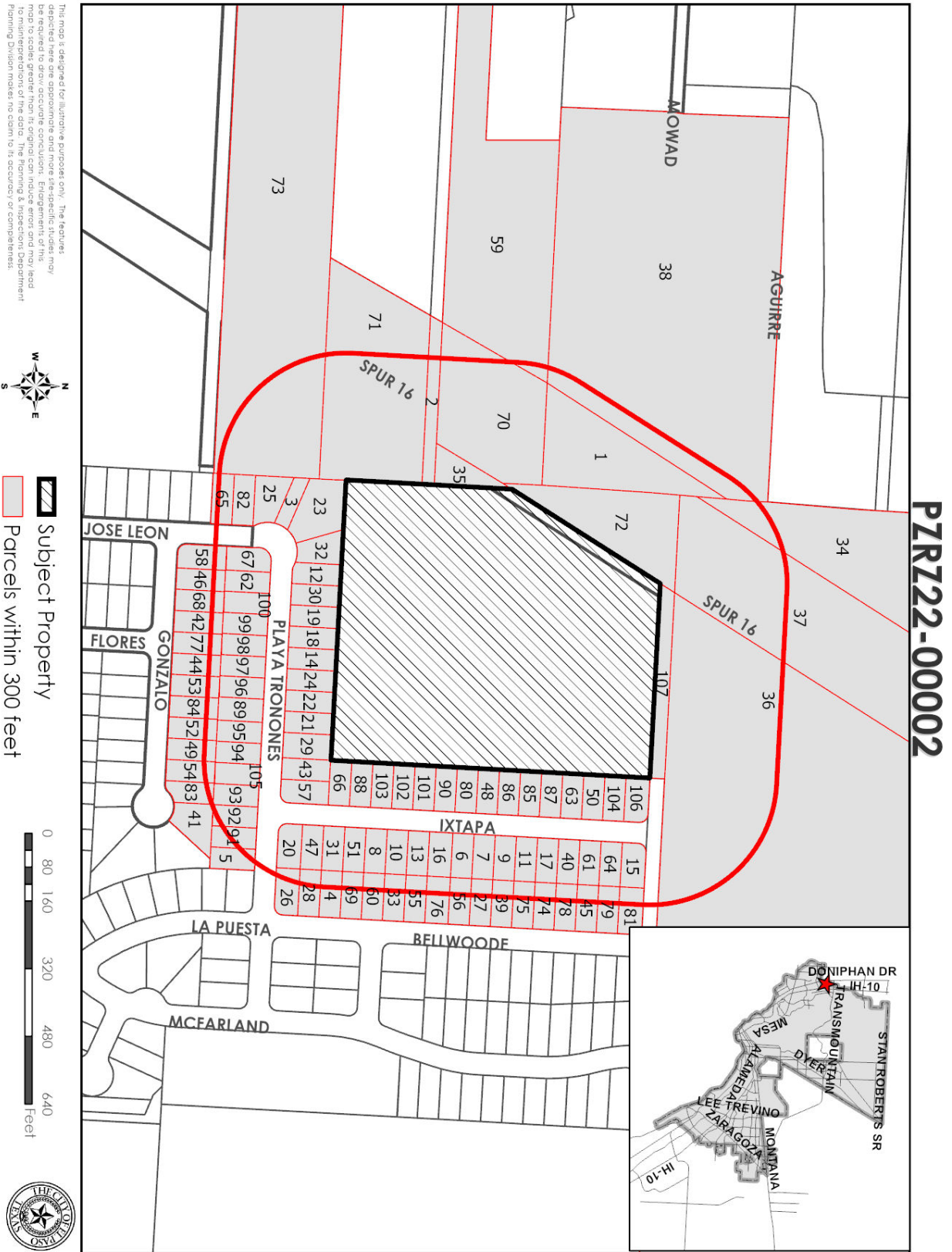
1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Conceptual Plan
4. Department Comments
5. Letters and Emails of Opposition

ATTACHMENT 1

PZR22-00002



ATTACHMENT 2



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department – Planning

1. Provide written, sealed metes and bounds, accompanied by survey - dated within the past year.
3. Coordinate driveway access from Spur 16 with TxDOT.
4. Staff will recommend a 10' landscape buffer along all property boundaries abutting single-family development.
5. For informational purposes, please note the following standards for multifamily uses as listed within the A-4 (Apartment) zone district as per Appendix B – Table of Density and Dimensional Standards:
 - a) Minimum floor area of 300 sf per dwelling unit.
 - b) Perimeter designed to ensure compatibility with adjacent development thru the use of setbacks, screening walls or landscaping; minimum setback of 10 feet between any structure and adjoining ROW

Planning and Inspections Department – Plan Review

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Landscaping Division

Recommend approval – no objections to the proposed rezoning.

Planning and Inspections Department – Land Development

New developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding as per Chapter 19.19.010, Sections A-2 & A-5. On-site stormwater ponding is required for all redevelopment where there is an increase in impermeable surfaces.

Note: Onsite water ponding will be reviewed during the platting stage.

Streets and Maintenance Department

The request to defer the Traffic Impact Analysis (TIA) to the platting phase is approved for Zoning Application PZRZ22-00002.

Fire Department

Recommend approval – no adverse comments.

Sun Metro

Sun Metro has no objections.

El Paso Water

We have reviewed the subdivision and provide the following comments:

The property is located within the City of El Paso Westside Impact Service Fee Area. Impact fees will be assessed at the time of plat and collected by EPWATER prior to the

City of El Paso issuing a Building Permit in accordance with the City of El Paso's Ordinance # 017113 and the EPWATER-PSB Rules and Regulation No. 16.

Water:

There is an existing 8-inch diameter water main extending along Isela Rubalcava Ave., located approximately 14-feet south of the north right-of-way line. This main is available for service and extension.

Previous water pressure from fire hydrant #10127, located on the northeast corner of Isela Rubalcava Ave and the entrance to the Westside Sports Complex, has yielded a static pressure of 86 (psi), a residual pressure of 66 (psi), and a discharge of 1,034 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Isela Rubalcava Ave., located approximately 15-feet north of the south right-of-way line. This main is available for service and extension.

There is an existing 36-inch diameter sanitary sewer main extending along a 30-foot easement on the northwestern portion of the property. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

General:

Water mains are to be extended to create a looped system. EPWater-PSB requests that site be graded so that sanitary sewer may be provided by gravity. All water and sanitary sewer main extension costs are the responsibility of the Owner/Developer.

Spur 16 is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Spur 16 right-of-way requires written permission from TxDOT.

The subject subdivision will be located within an Intermediate Pressure Zone. Private water pressure regulating devices will be required at the discharge side of each water meter. The Developer shall include in the sale of contract documents that the lot/home buyer shall acquire ownership of the above-described water pressure regulating devices to be located at the discharge side of the water meters. Additionally, the lot/home buyer shall be responsible for the operation and maintenance of the above-described privately-owned water pressure regulating devices.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWU-PSB easement without the written consent of EPWU-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 EPWU-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWU

maintenance vehicles. EPWU-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

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

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

- As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
- The developer shall be responsible for the additional stormwater runoff generated by this development, and must ensure that the historic runoff volume, peak and duration are maintained.

Texas Department of Transportation

Have the requestor submit a formal driveway request to ELP_Access@txdot.gov and we will provide them an application packet and permit form. Additionally, please see our comment below

1. missing distance between proposed driveway and existing driveways/side streets

911

The 911 District has no comments/concerns regarding this rezoning.

El Paso County Water Improvement District

The attached item is not within the boundaries of EPCWID1.

Police Department

No comments received.

ATTACHMENT 5

RESPONSE TO CITY PLAN COMMISSION PUBLIC NOTICE (PZRZ22-00002)

Dear City Council Planning Commission,

Date: 22 Mar 2022

This letter is in response to the request to change the zoning from R-3 (Residential) to A-4 (Apartments) to allow for a multifamily development.

As a resident of El Paso with address 6661 Jose Leon Dr, El Paso, Texas 79932, property location (82) on the planning and inspection sheet, I **disapprove** with the request to re-zone the property located at Spur 16 and Rubacalva Ave.

The reasoning for my disapproval for re-zoning are below:

- Homes in the area located within the radius of (PZRZ22-0002) zoning **have not been occupied**, and this decision should not be made until all individuals have been contacted.
- A statistical fact is a 7 times higher problem interaction regarding apartment dwellers, which can contribute to a direct impact to maintain Law and Order.
- Personal privacy for existing homeowners will be directly impacted.
- Valuation for homes located within the re-zoning consideration will be impacted negatively by this re-zoning.

Additionally, I cannot attend the City Planning Commission decision meeting on March 24, 2022 at 130pm, and request that this letter be read on my behalf by my District City Council Member Peter Svarzbein to the board.

Cordially,

Antonio Ruiz, M.S.
SGM, USA
Instructor, Command Leadership
Sergeants Major Academy
Fort Bliss, TX 79918
Office: 1-915-744-1754
Cell: 1-785-307-4647
Email: Antonio.r.ruiz.mil@army.mil

From: [juan ontiveros](#)
To: [Samaniego, David C.](#)
Subject: Response to Case PZRZ22-00002 - Re-zoning from R-3 to A-4
Date: Tuesday, March 22, 2022 6:24:08 PM

You don't often get email from jua_ontiv@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

Dear City Council Planning Commission,

This email is in response to the request to change the zoning from R-3 (Residential) to A-4 (Apartments) to allow for a multifamily development.

As a resident of El Paso with address 6657 Jose Leon Dr, El Paso, Texas 79932, property location (65) on the planning and inspection sheet, I DISAPPROVE with the request to re-zone the property located at Spur 16 and Rubalcava Ave.

- About less than 30% of homes in the area, located within the radius of (PZRZ22-0002) zoning, **have not been occupied**, and this decision should not be made until all individuals have been contacted.
- Valuation of my home will be negatively impacted. I would of never considered purchasing a home 3 years ago, knowing a multi unit complex would be built feet away from my property.
- Traffic will significantly increase. As it is, there is already an issue with the soccer complex not having enough parking spaces that people park on Isela Rubalcava Rd and the surrounding neighborhoods.
- Crime rate will increase as a high population of residents will be living on a small radius and the privacy of home owners located right behind this proposed apartment complex will be affected.

Unfortunately, I would not be able to attend the scheduled meeting on 3/24/22 @ 1:30 as I work from 8 A.M to 5 P.M, Monday through Friday. I am a very unhappy resident and find this very suspicious, due to the timing of this proposed re-zoning (where more than half of these homes that will be impacted are currently not occupied and will not be able to have a say on this proposal) and the time of day this hearing will occur (when majority of people are working and cannot take the time to voice their concerns).

Cordially,

Juan Ontiveros
Cell: 915-229-9569

From: [Aleeta Trost](#)
To: [Samaniego, David C.](#)
Subject: Objection to the Zoning Change at Spur16/Isela/ Rubalcava Ave.
Date: Wednesday, March 23, 2022 1:38:30 PM

You don't often get email from ajtrost88@gmail.com. [Learn why this is important](#)

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To Whom It May Concern:

My wife and I are current home owners on the property (6765 Ixtapa Place)behind the area you are talking about re-zoning. We were the first home built on this block.

Of course we say NO very loudly, when we bought this lot and had our home built by Carefree on September 1, 2020.

We were told by Carefree at that time, that all the property behind was city owned and was used as a waterway or something to that effect and NOTHING would be built behind us!!!

So. of course, that was ONE of the MAIN reasons we bought our home to only have One Neighbor!!! WE definitely DO NOT WANT APARTMENTS BEHIND US OR OTHER HOMES!

Please consider all of us who just bought homes here and what we want and need. Not the almighty dollar! We do not want back door neighbors!

Thank you for your thoughtful decisions on how this will affect our way of life in this area,

Steve & Aleeta Trost
6765 Ixtapa Place

Sent from [Mail](#) for Windows



State Highway Spur 16 and Isela Rubalcava Rezoning

PZRZ22-00002

Strategic Goal 3.

Promote the Visual Image of
El Paso



PZRZ22-00002

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 cause errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.

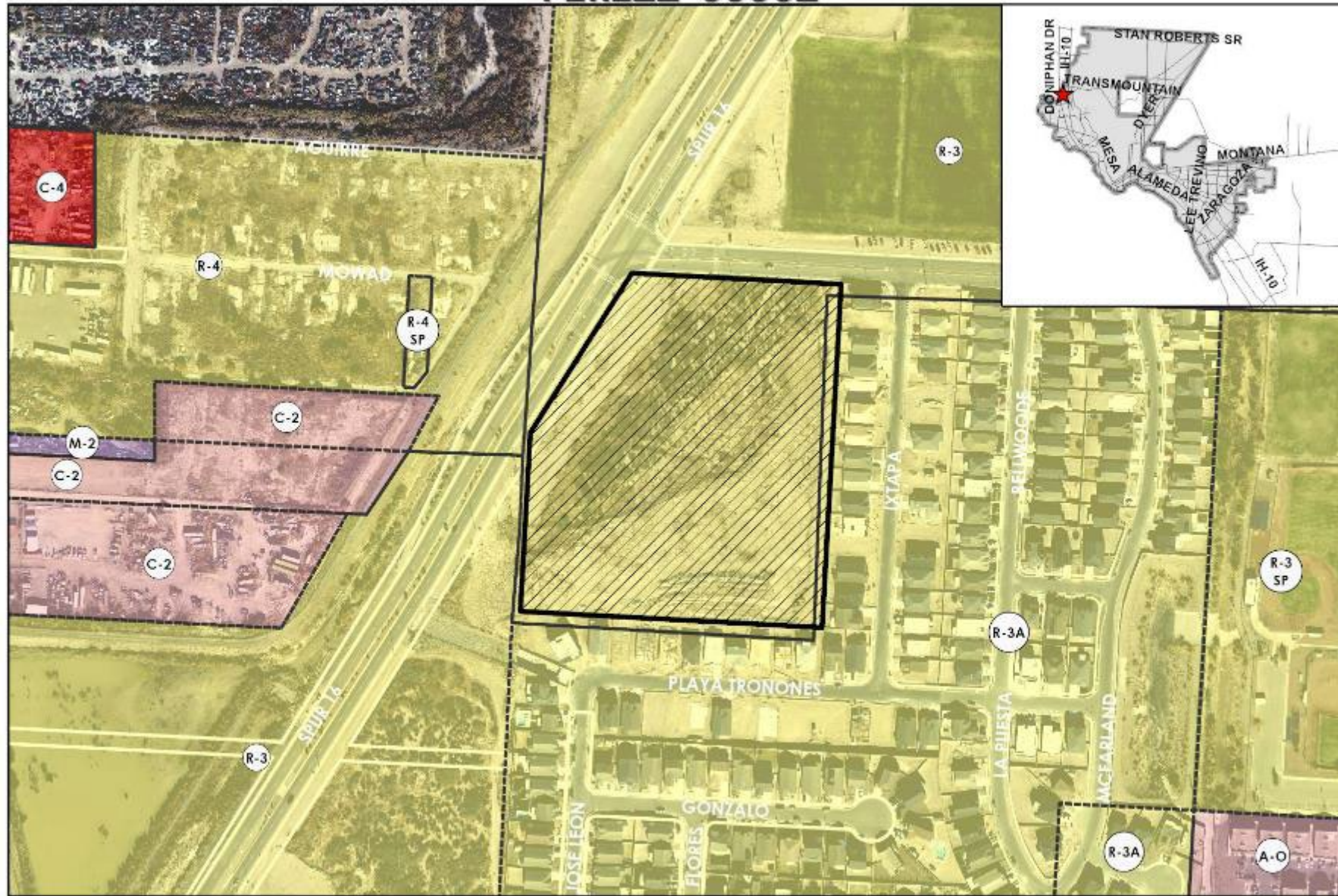


 Subject Property

0 80 160 320 480 640 Feet



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 introduce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.

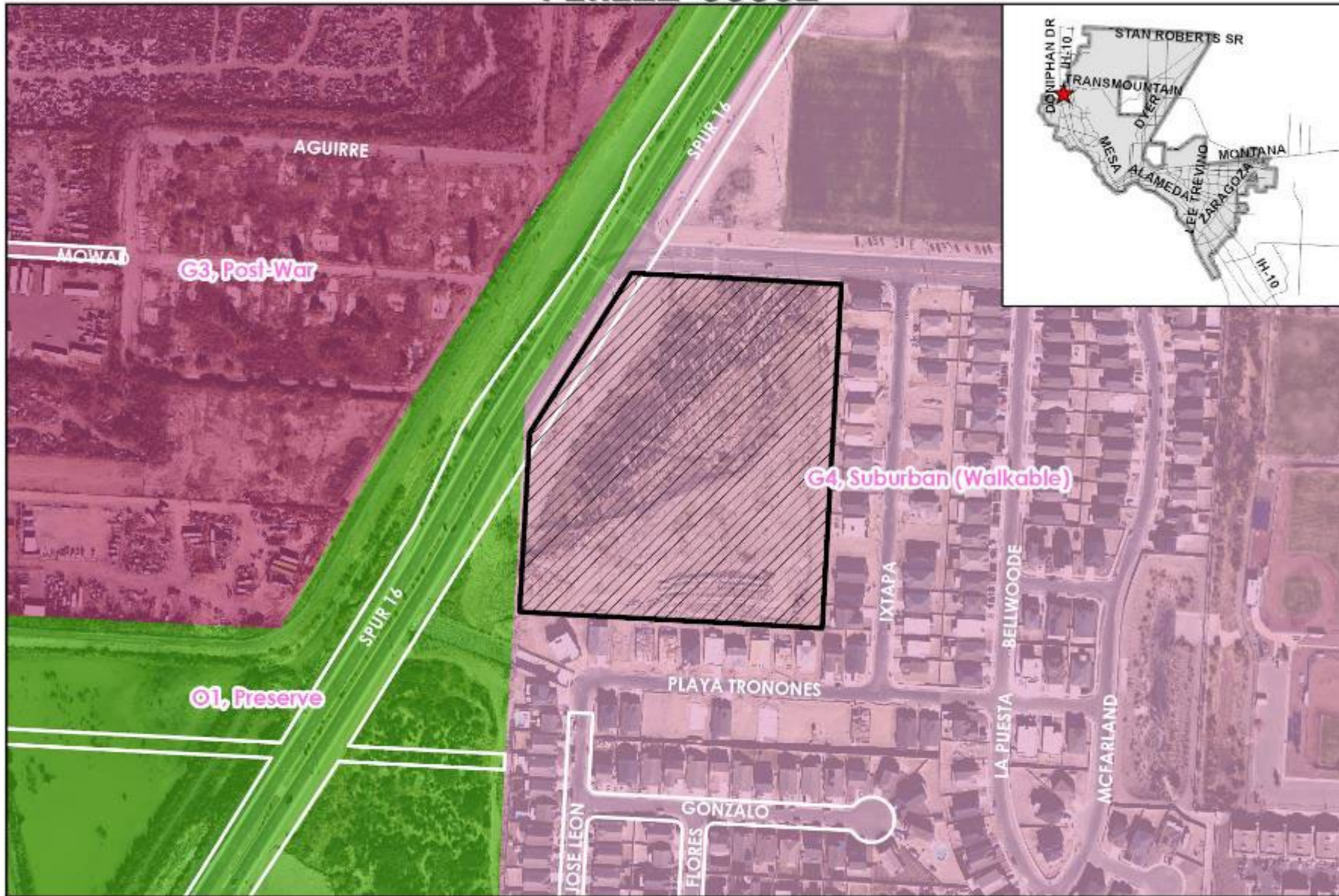


 Subject Property

0 80 160 320 480 640 Feet



PZRZ22-00002



Future Land Use

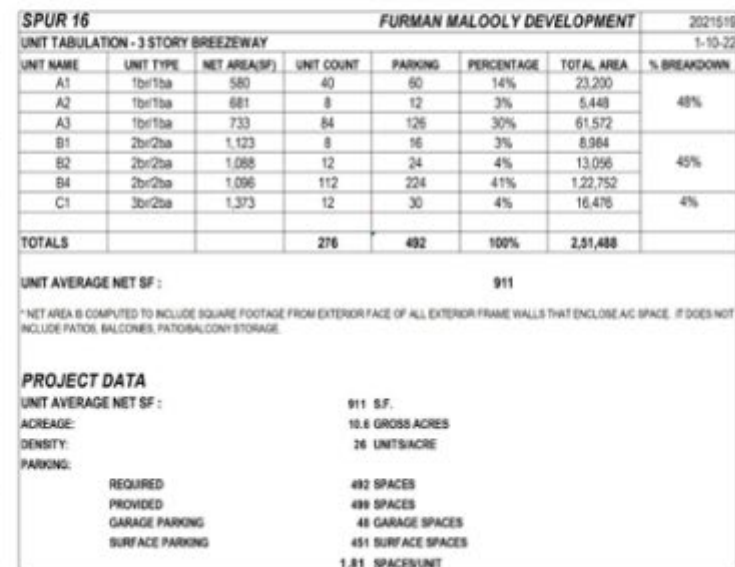
The map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can cause errors and may lead to misinterpretations of the data. The Planning & Inspections Department, Planning Division makes no claim to its accuracy or completeness.



 Subject Property

0 80 160 320 480 640 Feet







Subject Property

Surrounding Development



W



N



S



Public Input

- Notices were mailed to property owners within 300 feet on March 17, 2022.
- As of March 24, 2022, the Planning Division has received three (3) emails of opposition, but no communications in support to the request.



Recommendation

Staff recommends approval of the rezoning request, subject to the following condition:

- “That a 10’ landscaped buffer with high-profile native or naturalized trees of at least two-inch (2”) caliper and ten feet (10’) in height shall be placed at fifteen feet (15’) on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.”



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 #: 22-670, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as Lots Twenty-nine (29) and Thirty (30) in Block Two (2), Orchard Park Addition to the City of El Paso, El Paso County, Texas, to Figueroa Holdings, LLC (Figueroa), in accordance with Section 34.05 (h) of the Tax Code. This Deed is executed as a Corrected Tax Resale Deed, given and accepted in place of that deed executed by the City Manager, to Figueroa Holdings, LLC, so named in that instrument, dated September 14, 2018, and recorded in Ordinance Number 018848, in accordance with Section 34.05 (h) of the Tax Code. Said prior deed contained a clerical error in the property's legal description. This Deed corrects the error and confirms the deed described above, and it shall be effective as of and retroactive to September 14, 2018 for the following described real property: Lot Twenty-nine (29) and a portion of lot Thirty (30), (30 ft. on street, 116.6 ft. on the North, 44 ft. on the East, and 115 ft. on the South) 4255 sq. ft., in Block Two (2), Orchard Park Addition to the City of El Paso, El Paso County, Texas.

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

AGENDA DATE: June 7, 2022

PUBLIC HEARING DATE: June 22, 2022

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

Approve an Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as Lots Twenty-nine (29) and Thirty (30) in Block Two (2), Orchard Park Addition to the City of El Paso, El Paso County, Texas, to Figueroa Holdings, LLC (Figueroa), in accordance with Section 34.05 (h) of the Tax Code. This Deed is executed as a Corrected Tax Resale Deed, given and accepted in place of that deed executed by the City Manager, to Figueroa Holdings, LLC, so named in that instrument, dated September 14, 2018, and recorded in ordinance number 0188480, in accordance with Section 34.05 (h) of the Tax Code. Said prior deed contained a clerical error in the property's legal description. This Deed corrects the error and confirms the deed described above, and it shall be effective as of and retroactive to September 14, 2018 for the following described real property: Lot Twenty-nine (29) and a portion of lot Thirty (30), (30 ft. on street, 116.6 ft. on the North, 44 ft. on the East, and 115 ft. on the South) 4255 sq. ft., in Block Two (2), Orchard Park Addition to the City of El Paso, El Paso County, Texas.

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?

By Sheriff's Sale conducted on June 6, 1945, the below described property was struck off to the City of El Paso, (the "City") Trustee, pursuant to a delinquent tax foreclosure decree of the **41st Judicial District Court**, El Paso County, Texas. On September, 18, 2018 the sum of THIRTEEN THOUSAND and 00/00 Dollars (\$13,000.00) was been tendered by **Figueroa Holdings, LLC** of El Paso, Texas ("**Figueroa**") for the purchase of said property pursuant to Section 34.05 (h)(2), Texas Tax Code Ann. (Vernon, 1996).

PRIOR COUNCIL ACTION:

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

Council has previously considered closely related items.


AMOUNT AND SOURCE OF FUNDING:

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

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)

AN ORDINANCE authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as Lots Twenty-nine (29) and Thirty (30) in Block Two (2), Orchard Park Addition to the City of El Paso, El Paso County, Texas, to **Figueroa Holdings, LLC (Figueroa)**, in accordance with Section 34.05 (h) of the Tax Code.

Whereas, by Sheriff's Sale conducted on June 6, 1945, the below described property was struck off to the City of El Paso, (the “**City**”) Trustee, pursuant to a delinquent tax foreclosure decree of the **41st Judicial District Court**, El Paso County, Texas; and

Whereas, on September, 18, 2018 the sum of THIRTEEN THOUSAND and 00/00 Dollars (\$13,000.00) was been tendered by **Figueroa Holdings, LLC** of El Paso, Texas (“**Figueroa**”) for the purchase of said property pursuant to Section 34.05 (h)(2), Texas Tax Code Ann. (Vernon, 1996); and

Whereas, This Deed is executed as a Corrected Tax Resale Deed, given and accepted in place of that deed executed by the City Manager, to Figueroa Holdings, LLC, so named in that instrument, dated September 14, 2018, and recorded in ordinance number 018848, in accordance with Section 34.05 (h) of the Tax Code. Said prior deed contained a clerical error in the property’s legal description. This Deed corrects the error and confirms the deed described above, and it shall be effective as of and retroactive to September 14, 2018; and

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

That the City Manager is hereby authorized to execute a Corrected Quitclaim (Tax Resale) Deed conveying to **Figueroa Holdings, LLC**, all of the right, title, and interest of the City of El Paso, and all other taxing units interested in the tax foreclosure judgment in the following described real property:

Lot Twenty-nine (29) and a portion of lot Thirty (30), (30 ft. on street, 116.6 ft. on the North, 44 ft. on the East, and 115 ft. on the South) 4255 sq. ft., in Block Two (2), Orchard Park Addition to the City of El Paso, El Paso County, Texas.

(Signatures Begin on Following Page)

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

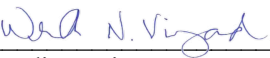
CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

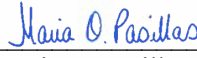
Laura Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
Tax Assessor-Collector

ORDINANCE NO. _____

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from any instrument that transfers an interest in Real Property before it is filed for record in the public records: your social security number or your driver's license number.

CORRECTED TAX RESALE DEED

STATE OF TEXAS

X

X

**KNOW ALL MEN BY THESE
PRESENTS**

COUNTY OF EL PASO

X

That **The City of El Paso, Trustee**, acting through its City Manager, hereunto duly authorized by resolution and order of the governing body of said City, which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of **\$13,000.00** cash in hand paid by

**Figueroa Holdings, LLC
708 Dulce Tierra Dr.
El Paso, TX 79912**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Cause No. 56046**; in the district court of said county, said property being located in El Paso County, Texas, and described as follows:

Lot Twenty-nine (29) and a portion of Lot Thirty (30) (30 ft. on street, 116.6 ft. on the North, 44 ft. on the East, and 115 ft. on the South) 4255 sq. ft., in Block Two (2), Orchard Park Addition to the City of El Paso, El Paso County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, IN THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

ESTA VENTA SE LLEVA ACABO DE CONFORMIDAD CON LOS REQUISITOS JUDICIALES O ESTABLECIDOS POR LA LEY. EL CONDADO DE EL PASO Y EL DEPARTAMENTO DEL SHERIFF SOLO ACTUAN COMO VÍA DE INFORMACIÓN. LOS INTERESADOS HARAN OFERTAS SOBRE LOS DERECHOS, TÍTULO, E INTERESES, SI ES QUE LOS HAY, EN EL INMUEBLE OFRECIDO.

LA PROPIEDAD SE VENDE COMO ESTA, DONDE ESTA, Y SIN GARANTÍA ALGUNA, YA SEA EXPRESA O IMPLÍCITA. NI EL CONDADO NI EL DEPARTAMENTO DEL SHERIFF GARANTIZA O HACE ALGUNA REPRESENTACIÓN ACERCA DEL TÍTULO DE LA PROPIEDAD, SU CONDICIÓN, HABITABILIDAD, COMERCIALIZACIÓN, O SU ADECUACIÓN PARA ALGÚN PROPÓSITO EN PARTICULAR. LOS COMPRADORES ASUMEN TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES SE ASUME QUE UN LOTE DE 5 ACRES O MENOS ES PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE AGUA O SERVICIO DE DESAGÜE, LA PROPIEDAD NO CALIFICA PARA USO RESIDENCIAL. EL POSIBLE COMPRADOR QUE QUIERA MÁS INFORMACIÓN DEBERÁ HACER MÁS INDAGACIONES O CONSULTAR CON UN ABOGADO PRIVADO.

This Deed is executed as a Corrected Tax Resale Deed, given and accepted in place of that deed executed by the City Manager, to Figueroa Holdings, LLC., so named in that instrument, dated September 14, 2018, and recorded in ordinance number 018848, in accordance with Section 34.05 (h) of the Tax Code. Said prior deed contained a clerical error in the property's legal description. This Deed corrects the error and confirms the deed described above, and it shall be effective as of and retroactive to September 14, 2018.

IN TESTIMONY WHEREOF The City of El Paso, Trustee has caused these presents to be executed this _____ day of _____, 20_____.

CITY OF EL PASO, TRUSTEE:

BY: _____

Printed Name: Tomás González

Title: City Manager

STATE OF TEXAS

X

COUNTY OF EL PASO

X

This instrument was acknowledged before me on this _____ day of _____, 20_____, by Tomás González, City Manager, of the City of El Paso.

Notary Public, State of Texas

Commission Expires: _____

After recording return to:

**Figueroa Holdings, LLC
708 Dulce Tierra Dr.
El Paso, TX 79912**



Legislation Text

File #: 22-663, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

Capital Improvement Department, 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 the award of Task Order 6V-1 for Solicitation 2021-0811, Fire Station 21 (FS 21) Renovation to Veliz Company, LLC for a total estimated award of \$1,458,799.08.

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

AGENDA DATE: 6/7/2022

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
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing,
(915) 212-1218

DISTRICT(S) AFFECTED: 4

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

SUBGOAL: 2.3 – Increase public safety operational efficiency

SUBJECT:

Discussion and action on the award of Task Order 6V-1 for solicitation 2021-0811, Fire Station 21 (FS 21) Renovation to Veliz Company, LLC for a total estimated award of \$1,458,799.08

BACKGROUND / DISCUSSION:

On July 20, 2021 Council approved the award of Solicitation 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Work under these contracts is performed via task orders with task orders exceeding **FIVE HUNDRED THOUSAND DOLLARS** (\$500,000) requiring Council approval. The task order for the Fire Station Renovation at FS 21 exceeds \$500,000 and therefore requires Council approval.

SELECTION SUMMARY: N/A

CONTRACT VARIANCE: N/A

PROTEST: N/A

PRIOR COUNCIL ACTION:

July 20, 2021 approve the award of Solicitation 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Each contract has an initial term of two (2) years for an estimated amount of \$4,000,000.00. Each contract also includes three (3), one (1) year options for an estimated amount of \$6,000,000.00. The length of each contract including the initial term plus options is five (5) years for an estimated contract amount of \$10,000,000.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,458,799.08

Funding Source: 2019 Public Safety Bond

Account: 190 – 4820 – 29090 – 580270 – PCP21FS21RENOV4

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Fire Department

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

DEPARTMENT HEAD:

Assistant Director Capital Improvement

Jerry DeMuro/for

Sam Rodriguez,
Chief Operations and Transportation Officer, Aviation Director and City Engineer

CITY OF EL PASO TASK ORDER

| | | | |
|---|--|---|---------------------------------------|
| CONSTRUCTION CHANGE ORDER NO.: <u>6V-1</u> | | DATE: <u>May 12, 2022</u> | <input type="checkbox"/> SCOPE CHANGE |
| PROJECT: <u>Job Order Contracting & Facilities Construction</u> | SOLICITATION # <u>2021-0811V</u> | <input checked="" type="checkbox"/> CONSTRUCTION CHANGE | |
| <u>Fire Station 21 Renovation</u> | | <u>Task #6V-1</u> | |
| Original Contract Amount: \$ <u>1,458,799.08</u> | Contract Time to Substantial Completion <u>0</u> | | |
| Net Change by previous Change Orders: \$ <u>-</u> | Total days added due to Change Orders and CQN's <u>0</u> | | |
| Net Change by previous Construction Quantity Notices: <u></u> | Total days added for this Change Order <u>0</u> | | |
| Amount of this Construction Change Order: \$ <u>-</u> | New Contract Time to Substantial Completion: <u>0</u> | | |
| New Amended Contract Amount: <u>\$1,458,799.08</u> | Current Substantial Completion Due Date <u>1/0/1900</u> | | |
| Change Order Percentage: <u>0.00%</u> | | | |

CONTRACTOR NAME: Veliz Company, LLCFunding Source Public Safety Bond**Please provide a detailed scope of work of the change order (see back for reason/justification):**

Task order #1 will incorporate the construction documents into the Job Order Contracting & Facilities Construction Contract No. 2021-0811 dated August 3, 2021. This task order does not change the overall contract. The task order will be issued for the Scope of Work listed below in the attachments.

Builders Risk insurance is required for this task order.

A separate Notice to Proceed will be issued upon approval of necessary Bonds and Insurance as required by the contract.

Attachments: Scope of Work, Fire Station 21 Renovations Plans dated 12/15/2021. Technical Specifications Dated 12/15/2021.

Agreed Upon Proposal for Task #6V-1: \$1,458,799.08

Time: 240 consecutive Calendar Days for substantial completion, 30 additional days for Final Completion for a total of Two Hundred Seventy (270) calendar days

Unless specifically noted this change order addresses all compensation of time and money, including direct and indirect cost associated with the above described scope of work

CALENDAR DAYS ADDED TO COMPLETION TIME:

0

*TOTAL CHANGE ORDER AMOUNT:

\$

*Change Order will not change overall Contract Amount

CONTRACTOR: **Veliz Company, LLC**

I, Omar Veliz, of Veliz Company, LLC agree and accept the terms and conditions of this change order.

Signature: [Signature]Date: 5/23/22

CITY OF EL PASO (OWNER)

I, Sam Rodriguez, P.E. of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: [Signature]Date: 5-23-2022

Sam Rodriguez, P.E.

CITY OF EL PASO TASK ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 6V-1

DATE: May 12, 2022

0

SCOPE CHANGE

PROJECT: Job Order Contracting & Facilities Construction

SOLICITATION # 2021-0811V

X

CONSTRUCTION CHANGE

Purchase Order No. 2200000000

AS A RESULT OF THIS CHANGE ORDER, PLEASE MAKE THE FOLLOWING ADJUSTMENT TO THE PURCHASE ORDER:

LINE

ADDED AMOUNT

0

\$0.00

TOTAL NET CHANGE TO
PURCHASE ORDER

\$0.00

(should match cost below)

Additional funding/direction:

Reason/Justification for Change Order:

Task order to incorporate the Fire Station 21 Renovation Drawings and Specifications into the 2021-0811 Job Order Contracting & Facilities Construction. The change will not change the overall contract amount.

Cost was justified by comparing the contractors proposal to an independent Cost estimated provided by designer of record Loya Wilke Architects generated on 11/23/2021

Time: The time for the task order #6V-1 shall be a total of 270 consecutive calendar days. 240 consecutive calendar days to substantial completion and 30 consecutive calendar days to final completion. Time was justified by comparison to similar renovations of similar scope.

Project Manager recommends approval:

5/12/22

Engineering Division Manager recommends approval:

5/12/2022



Fire Station #21 Renovation

Solicitation No: 2021-0811

June 7, 2022

Strategic Plan Goal:

- 2) Set the standard for a safe and secure city
- 2.3) Increase public safety operational efficiency



Project Details

| | |
|---|--|
| Location: | 10000 Dyer |
| District(s): | 4 |
| Construction Budget: | \$1,458,799.08 |
| Funding Source: | 2019 Public Safety Bond |
| Project Benefits to the Community: | The renovations will bring the fire station to current standards and update the facility to meet the needs of the fire department. |
| Background: | Task orders under Job Order Contracts (Sol. #2021-0811) exceeding Five Hundred Thousand Dollars (\$500,000) require Council approval. |

Project Location

3



- 10000 Dyer St.



Existing Conditions



5 Scope of Work

The fire station 21 renovation will consist of improvement to the existing 5640 SF building to include but not limited to the items below:

- Removal and replacement of existing concrete in vehicle bays and driveway
- Parking lot improvements including new ADA parking
- Interior paint and flooring
- Upgrade to mechanical system
- Upgrade to electrical systems including new lighting
- Kitchen renovation
- Upgrade to restrooms to include ADA accessible items



Procurement Summary

- **Task #6V-1 under the Job Order Contracting & Facilities Construction Contract, 2021-0811**
- **Recommendation**
 - **To award the construction contract to Veliz Company, LLC in the amount of \$1,458,799.08**
- **Construction Schedule**
 - **Start: September / 2022**
 - **End: April / 2023**

Mission

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

Values

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

Vision

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

Misión

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

Valores

Integridad, **R**espeto, **E**xcelencia,
Responsabilidad, **P**ersonas

Visión

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



Legislation Text

File #: 22-686, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 2.9 - Promote Building Safety

Award Summary:

Discussion and action on the award of Solicitation 2022-0574 On Call Demolition to ALAMO ENVIRONMENTAL, INC. dba Alamo1 for a total estimated award of \$1,674,528.35. This contract will facilitate the demolition of residential and commercial properties identified by the Building and Standards Commission that have been deemed dangerous and other capital project needs.

| | |
|------------------------|--------------------------------------|
| Department: | Capital Improvement |
| Award to: | ALAMO ENVIRONMENTAL, INC. dba Alamo1 |
| | San Antonio, TX |
| Item(s): | All |
| Initial Term: | 3 Years |
| Base Bid I: | \$1,674,528.35 |
| Total Estimated Award: | \$1,674,528.35 |
| Account No.: | Various |
| Funding Source: | Various |
| District(s): | All |

This is a low bid, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ALAMO ENVIRONMENTAL, INC. dba Alamo1 the lowest responsive, responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award. Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

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

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

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Sam Rodriguez, Chief Operations Officer, Aviation Director, and City Engineer
(915) 212-1845
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing,
(915) 212-0043

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.9: Promote building safety

SUBJECT:

Discussion and action on the award of solicitation 2022-0574 On Call Demolition to ALAMO ENVIRONMENTAL, INC. dba Alamo1 for a total estimated award of \$1,674,528.35.

BACKGROUND / DISCUSSION:

This contract will facilitate the demolition of residential and commercial properties identified by the Building and Standards Commission that have been deemed dangerous and other capital project needs

SELECTION SUMMARY:

Solicitation was advertised on April 5, 2022 and April 12, 2022. The solicitation was posted on City website on April 5, 2022. The email (Purmail) notification was sent out on April 7, 2022. There was a total of forty-eight (48) viewers online; Two (2) bids were received; one (1) from a local supplier. An inadequate competition was conducted.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$1,096,928.35 which represents a 189.91% increase due to an increase in demolition services needed.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

This is a task order contract. Funding will be identified per project.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD: Assistant Director Capital Improvement



Sam Rodriguez, Chief Operations Officer, Aviation Director, and City Engineer

**COUNCIL PROJECT FORM
(Low Bid)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **June 7, 2022**.

Strategic Goal 2: Set the Standard for A Safe and Secure City

The linkage to the Strategic Plan is subsection 2.9 – Promote Building Safety

Award Summary:

Discussion and action on the award of solicitation 2022-0574 On Call Demolition to ALAMO ENVIRONMENTAL, INC. dba Alamo1 for a total estimated award of \$1,674,528.35. This contract will facilitate the demolition of residential and commercial properties identified by the Building and Standards Commission that have been deemed dangerous and other capital project needs.

| | |
|------------------------|--|
| Department: | Capital Improvement |
| Award to: | ALAMO ENVIRONMENTAL, INC. dba Alamo1. San Antonio, TX |
| Item(s): | All |
| Initial Term: | 3 Years |
| Base Bid I: | \$1,674,528.35 |
| Total Estimated Award: | \$1,674,528.35 |
| Account No.: | Various |
| Funding Source: | Various |
| District(s): | All |

This is a low bid, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ALAMO ENVIRONMENTAL, INC. dba Alamo1 the lowest responsive, responsible bidder.

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

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

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

Bid Tab Summary

2022-0574 On Call Demolition

| | Contractor | Base Bid I | Total Amount |
|---|-------------------|-----------------|-----------------|
| 1 | Alamo1 | \$1,674,528.35 | \$1,674,528.35 |
| 2 | Border Demolition | \$10,138,319.11 | \$10,138,319.11 |



CITY OF EL PASO BID TABULATION



BID TITLE: On Call Demolition **BID NO:** 2022-0574
BID DATE: May 4, 2022 **DEPARTMENT:** Capital Improvement

| | | | | Border Demolition & Environmental, Inc. El Paso, TX Bidder 1 of 2 | | Alamo Environmental, Inc. dba Alamo1 San Antonio, TX Bidder 2 of 2 | | | |
|--------------------------------------|----------------------|-----------------|---|---|---|--|---|--|--|
| ITEM NO. | APPROXIMATE QUANTITY | UNIT OF MEASURE | BRIEF DESCRIPTION OF ITEM | UNIT PRICE (IN FIGURES) | TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND | UNIT PRICE (IN FIGURES) | TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND | | |
| BASE BID: UNIT PRICE SCHEDULE | | | | | | | | | |
| 1 | 900 | SF | Emergency Regulated Including Any Asbestos Testing and Abatement : Residential Structures up to 1,500 Square Feet | \$63.33 | \$56,997.00 | \$14.00 | \$12,600.00 | | |
| 2 | 900 | SF | Emergency Non-Regulated Including any Asbestos Testing and Abatement : Residential Structures up to 1,500 Square Feet | \$62.21 | \$55,989.00 | \$5.50 | \$4,950.00 | | |
| 3 | 4,500 | SF | Non-Emergency Regulated Including Any Asbestos Testing and Abatement : Residential Structures up to 1,500 Square Feet | \$48.46 | \$218,070.00 | \$13.00 | \$58,500.00 | | |
| 4 | 9,000 | SF | Non-Emergency Non-Regulated Including any Asbestos Testing and Abatement : Residential Structures up to 1,500 Square Feet | \$43.72 | \$393,480.00 | \$4.85 | \$43,650.00 | | |
| 5 | 306 | CY | Removal of Footing, Slab, Asphalt Concrete: Residential Structures up to 1,500 Square Feet | \$143.55 | \$43,926.30 | \$10.00 | \$3,060.00 | | |
| 6 | 2,000 | CCY | Backfill : Residential Structures up to 1,500 Square Feet | \$40.20 | \$80,400.00 | \$15.00 | \$30,000.00 | | |
| 7 | 500 | FT | Site Fencing: Residential Structures up to 1,500 Square Feet | \$3.76 | \$1,880.00 | \$5.41 | \$2,705.00 | | |



CITY OF EL PASO BID TABULATION



| | | | | | | | | | |
|--------------------------------------|-----------------------------|---------------------------|---|--|--|---|--|---------------------------------------|--|
| BID TITLE: | | On Call Demolition | | | | | | BID NO: 2022-0574 | |
| BID DATE: | | May 4, 2022 | | | | | | DEPARTMENT:Capital Improvement | |
| | | | | Border Demolition & Environmental, Inc. | | Alamo Environmental, Inc. dba Alamo1 | | | |
| | | | | El Paso, TX | | San Antonio, TX | | | |
| | | | | Bidder 1 of 2 | | Bidder 2 of 2 | | | |
| ITEM NO. | APPROXIMATE QUANTITY | UNIT OF MEASURE | BRIEF DESCRIPTION OF ITEM | UNIT PRICE (IN FIGURES) | TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND | UNIT PRICE (IN FIGURES) | TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND | | |
| BASE BID: UNIT PRICE SCHEDULE | | | | | | | | | |
| 8 | 1,501 | SF | Emergency Regulated Including Any Asbestos Testing and Abatement : Residential Structures 1,501 to 3000 Square Feet | \$42.84 | \$64,302.84 | \$14.00 | \$21,014.00 | | |
| 9 | 1,501 | SF | Emergency Non-Regulated Including any Asbestos Testing and Abatement : Residential Structures 1,501 to 3000 Square Feet | \$41.59 | \$62,426.59 | \$5.35 | \$8,030.35 | | |
| 10 | 5,000 | SF | Non-Emergency Regulated Including Any Asbestos Testing and Abatement : Residential Structures 1,501 to 3000 Square Feet | \$41.01 | \$205,050.00 | \$13.00 | \$65,000.00 | | |
| 11 | 10,000 | SF | Non-Emergency Non-Regulated Including any Asbestos Testing and Abatement : Residential Structures 1,501 to 3000 Square Feet | \$39.89 | \$398,900.00 | \$4.60 | \$46,000.00 | | |
| 12 | 3,600 | CY | Removal of Footing, Slab, Asphalt Concrete : Residential Structures 1,501 to 3000 Square Feet | \$85.86 | \$309,130.34 | \$10.00 | \$36,004.00 | | |
| 13 | 500 | CCY | Backfill : Residential Structures 1,501 to 3000 Square Feet | \$36.22 | \$18,110.00 | \$15.00 | \$7,500.00 | | |
| 14 | 500 | FT | Site Fencing : Residential Structures 1,501 to 3000 Square Feet | \$3.76 | \$1,880.00 | \$5.41 | \$2,705.00 | | |



CITY OF EL PASO BID TABULATION



BID TITLE: On Call Demolition

BID NO: 2022-0574

BID DATE: May 4, 2022

DEPARTMENT: Capital Improvement

| | | | | Border Demolition & Environmental, Inc. El Paso, TX Bidder 1 of 2 | | Alamo Environmental, Inc. dba Alamo1 San Antonio, TX Bidder 2 of 2 | | | |
|--------------------------------------|----------------------|-----------------|---|---|--|--|--|--|--|
| ITEM NO. | APPROXIMATE QUANTITY | UNIT OF MEASURE | BRIEF DESCRIPTION OF ITEM | UNIT PRICE (IN FIGURES) | TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND | UNIT PRICE (IN FIGURES) | TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND | | |
| BASE BID: UNIT PRICE SCHEDULE | | | | | | | | | |
| 15 | 3,000 | SF | Emergency Regulated Including Any Asbestos Testing and Abatement : Residential Structures over 3000 Square Feet | \$37.95 | \$113,850.00 | \$14.00 | \$42,000.00 | | |
| 16 | 3,000 | SF | Emergency Non-Regulated Including any Asbestos Testing and Abatement : Residential Structures over 3000 Square Feet | \$36.84 | \$110,520.00 | \$5.25 | \$15,750.00 | | |
| 17 | 5,000 | SF | Non-Emergency Regulated Including Any Asbestos Testing and Abatement : Residential Structures over 3000 Square Feet | \$39.31 | \$196,550.00 | \$13.00 | \$65,000.00 | | |
| 18 | 10,000 | SF | Non-Emergency Non-Regulated Including any Asbestos Testing and Abatement : Residential Structures over 3000 Square Feet | \$38.20 | \$382,000.00 | \$4.50 | \$45,000.00 | | |
| 19 | 420 | CY | Removal of Footing, Slab, Asphalt Concrete : Residential Structures over 3000 Square Feet | \$79.57 | \$33,419.40 | \$10.00 | \$4,200.00 | | |
| 20 | 3,600 | CCY | Backfill : Residential Structures over 3000 Square Feet | \$35.43 | \$127,548.00 | \$15.00 | \$54,000.00 | | |
| 21 | 500 | FT | Site Fencing : Residential Structures over 3000 Square Feet | \$3.76 | \$1,880.00 | \$5.41 | \$2,705.00 | | |
| 22 | 500 | SF | Protection of Adjacent Structures : Residential Structures over 3000 Square Feet | \$4.41 | \$2,205.00 | \$6.25 | \$3,125.00 | | |
| 23 | 5 | HR | High Reach Demolition : Residential Structures over 3000 Square Feet | \$3,044.56 | \$15,222.80 | \$600.00 | \$3,000.00 | | |



CITY OF EL PASO BID TABULATION



BID TITLE: On Call Demolition **BID NO:** 2022-0574
BID DATE: May 4, 2022 **DEPARTMENT:** Capital Improvement

| | | | | Border Demolition & Environmental, Inc. El Paso, TX Bidder 1 of 2 | | Alamo Environmental, Inc. dba Alamo1 San Antonio, TX Bidder 2 of 2 | | | |
|--------------------------------------|----------------------|-----------------|---|---|--|--|--|--|--|
| ITEM NO. | APPROXIMATE QUANTITY | UNIT OF MEASURE | BRIEF DESCRIPTION OF ITEM | UNIT PRICE (IN FIGURES) | TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND | UNIT PRICE (IN FIGURES) | TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND | | |
| BASE BID: UNIT PRICE SCHEDULE | | | | | | | | | |
| 24 | 1,500 | SF | Emergency Regulated Including Any Asbestos Testing and Abatement :Commercial Structures up to 1,500 Square Feet | \$71.22 | \$106,830.00 | \$14.00 | \$21,000.00 | | |
| 25 | 1,500 | SF | Emergency Non-Regulated Including any Asbestos Testing and Abatement :Commercial Structures up to 1,500 Square Feet | \$69.95 | \$104,925.00 | \$7.00 | \$10,500.00 | | |
| 26 | 1,500 | SF | Non-Emergency Regulated Including Any Asbestos Testing and Abatement :Commercial Structures up to 1,500 Square Feet | \$49.39 | \$74,085.00 | \$13.00 | \$19,500.00 | | |
| 27 | 3,000 | SF | Non-Emergency Non-Regulated Including any Asbestos Testing and Abatement :Commercial Structures up to 1,500 Square Feet | \$48.27 | \$144,810.00 | \$5.50 | \$16,500.00 | | |
| 28 | 4,500 | CY | Removal of Footing, Slab, Asphalt Concrete::Commercial Structures up to 1,500 Square Feet | \$158.89 | \$715,005.00 | \$10.00 | \$45,000.00 | | |
| 29 | 722 | CCY | Backfill :Commercial Structures up to 1,500 Square Feet | \$40.20 | \$29,024.40 | \$15.00 | \$10,830.00 | | |
| 30 | 1,000 | FT | Site Fencing :Commercial Structures up to 1,500 Square Feet | \$3.76 | \$3,760.00 | \$5.41 | \$5,410.00 | | |
| 31 | 3,000 | SF | Emergency Regulated Including Any Asbestos Testing and Abatement :Commercial Structures 1,501 to 3000 Square Feet | \$47.15 | \$141,450.00 | \$14.00 | \$42,000.00 | | |



CITY OF EL PASO BID TABULATION



BID TITLE: On Call Demolition **BID NO:** 2022-0574
BID DATE: May 4, 2022 **DEPARTMENT:** Capital Improvement

| | | | | Border Demolition & Environmental, Inc. El Paso, TX Bidder 1 of 2 | | Alamo Environmental, Inc. dba Alamo1 San Antonio, TX Bidder 2 of 2 | | | |
|--------------------------------------|----------------------|-----------------|---|---|--|--|--|--|--|
| ITEM NO. | APPROXIMATE QUANTITY | UNIT OF MEASURE | BRIEF DESCRIPTION OF ITEM | UNIT PRICE (IN FIGURES) | TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND | UNIT PRICE (IN FIGURES) | TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND | | |
| BASE BID: UNIT PRICE SCHEDULE | | | | | | | | | |
| 32 | 3,000 | SF | Emergency Non-Regulated Including any Asbestos Testing and Abatement : Commercial Structures 1,501 to 3000 Square Feet | \$45.90 | \$137,700.00 | \$6.50 | \$19,500.00 | | |
| 33 | 3,000 | SF | Non-Emergency Regulated Including Any Asbestos Testing and Abatement : Commercial Structures 1,501 to 3000 Square Feet | \$41.63 | \$124,890.00 | \$13.00 | \$39,000.00 | | |
| 34 | 6,000 | SF | Non-Emergency Non-Regulated Including any Asbestos Testing and Abatement: Commercial Structures 1,501 to 3000 Square Feet | \$39.89 | \$239,340.00 | \$5.20 | \$31,200.00 | | |
| 35 | 9,000 | CY | Removal of Footing, Slab, Asphalt Concrete : Commercial Structures 1,501 to 3000 Square Feet | \$101.98 | \$917,820.00 | \$10.00 | \$90,000.00 | | |
| 36 | 722 | CCY | Backfill : Commercial Structures 1,501 to 3000 Square Feet | \$36.22 | \$26,150.84 | \$15.00 | \$10,830.00 | | |
| 37 | 1,000 | FT | Site Fencing : Commercial Structures 1,501 to 3000 Square Feet | \$3.76 | \$3,760.00 | \$5.41 | \$5,410.00 | | |
| 38 | 3,000 | SF | Emergency Regulated Including Any Asbestos Testing and Abatement :Commercial Structures over 3000 Square Feet | \$40.69 | \$122,070.00 | \$14.00 | \$42,000.00 | | |
| 39 | 3,000 | SF | Emergency Non-Regulated Including any Asbestos Testing and Abatement :Commercial Structures over 3000 Square Feet | \$39.58 | \$118,740.00 | \$6.00 | \$18,000.00 | | |
| 40 | 10,000 | SF | Non-Emergency Regulated Including Any Asbestos Testing and Abatement :Commercial Structures over 3000 Square Feet | \$39.55 | \$395,500.00 | \$13.00 | \$130,000.00 | | |



CITY OF EL PASO BID TABULATION



BID TITLE: On Call Demolition **BID NO:** 2022-0574
BID DATE: May 4, 2022 **DEPARTMENT:** Capital Improvement

| | | | | Border Demolition & Environmental, Inc. El Paso, TX Bidder 1 of 2 | | Alamo Environmental, Inc. dba Alamo1 San Antonio, TX Bidder 2 of 2 | | | |
|--------------------------------------|----------------------|-----------------|---|---|--|--|--|--|--|
| ITEM NO. | APPROXIMATE QUANTITY | UNIT OF MEASURE | BRIEF DESCRIPTION OF ITEM | UNIT PRICE (IN FIGURES) | TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND | UNIT PRICE (IN FIGURES) | TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND | | |
| BASE BID: UNIT PRICE SCHEDULE | | | | | | | | | |
| 41 | 30,000 | SF | Non-Emergency Non-Regulated Including any Asbestos Testing and Abatement :Commercial Structures over 3000 Square Feet | \$38.44 | \$1,153,200.00 | \$5.10 | \$153,000.00 | | |
| 42 | 27,600 | CY | Removal of Footing, Slab, Asphalt Concrete :Commercial Structures over 3000 Square Feet | \$92.24 | \$2,545,824.00 | \$10.00 | \$276,000.00 | | |
| 43 | 1,400 | CCY | Backfill :Commercial Structures over 3000 Square Feet | \$35.43 | \$49,602.00 | \$15.00 | \$21,000.00 | | |
| 44 | 10,000 | FT | Site Fencing :Commercial Structures over 3000 Square Feet | \$3.76 | \$37,600.00 | \$5.41 | \$54,100.00 | | |
| 45 | 5,000 | SF | Protection of Adjacent Structures :Commercial Structures over 3000 Square Feet | \$4.41 | \$22,050.00 | \$6.25 | \$31,250.00 | | |
| 46 | 10 | HR | High Reach Demolition :Commercial Structures over 3000 Square Feet | \$3,044.56 | \$30,445.60 | \$600.00 | \$6,000.00 | | |
| SUM TOTAL BASE BID (1-46) | | | | \$10,138,319.11 | | \$1,674,528.35 | | | |
| AMENDMENT ACKNOWLEDGED: | | | | X | | X | | | |
| BID BOND SUBMITTED | | | | X | | X | | | |

View List

| No. | COMPANY | NAME |
|-----|-----------------------|-----------------------|
| 1 | Access Communication | Dittmar, Mark |
| 2 | Alamo 1 | Robles, Jesse |
| 3 | ALP Construction | Lopez, Adolfo |
| 4 | AMTEK | Rugh, John |
| 5 | Bella Luna Engineeri | Luna, Larry |
| 6 | Black Stallion Contr | Luna, Hector |
| 7 | Border Demolition An | Acosta, David |
| 8 | ConstructConnect | STINSON, MORGAN |
| 9 | Construction Journal | Exton, Pamela |
| 10 | Construction Reporte | Wood, Jane |
| 11 | Direx Construction, | Hudson, Brad |
| 12 | Dodge Data | Peggy, Koehn |
| 13 | DRS Rock Materials, | Soto, Daniel |
| 14 | EarthTech New Mexico | Pyle, Sarah |
| 15 | El Paso Sanitation S | Soto, Lorena |
| 16 | El Roi Construction | Molina, Ytzel |
| 17 | EP Promo Wear llc db | Herrera, Lisa |
| 18 | Hawk Construction | Sifuentes, Gilbert |
| 19 | Herrerias Constructio | Herrera, Miguel |
| 20 | Horizone Const. 1 LT | De Stefano, Luis Rene |
| 21 | i- Sourcing Technolo | Balai, Rakesh |
| 22 | International Eagle | Molina, Marcos |
| 23 | J.A.R | Guillermo, Ovies |
| 24 | Jobe Materials | Paredes, Raul |
| 25 | Lara Construction | Mario, Lara |
| 26 | Martinez Brothers Co | mota, pablo |
| 27 | Medlock Commercial C | Medlock, Steve |
| 28 | MFH Environmental Co | Nickolas, Ralph |
| 29 | Mirador Enterprises | Dominguez, Adriana |
| 30 | Mission Trail Constr | Briseno, Fernando |
| 31 | One Stop Roofers Inc | CALDERON, ARTURO |
| 32 | Pacific Inc | Doe, John |
| 33 | Perikin Enterprises | Silva, Luis |
| 34 | Prime Vendor Inc. | Jones, Kim |
| 35 | RDZ BUILD | Rodriguez, Manny |
| 36 | RM Demolition Inc. | Madrid, Manny |
| 37 | Robles 1 | Robles, Saul |
| 38 | SigmCon | Torres, Elizabeth |
| 39 | Smartprocure | Bjornsson, Ron |
| 40 | The PlanIt Room | Hernandez, Cecilia |
| 41 | Vertex Contractors, | Ruiz, Erika |
| 42 | Visual Infomedia | N, Sivakumar |
| 43 | Vitual Builders Exch | Olguin, Jeannette |
| 44 | Wayne Enterprises | Austin, Fork |
| 45 | ZTEX Construction I | Royo, Joaquin |
| 46 | | Watson, Frank |

2022-0574 On-Call Demolition

View List

| | | |
|----|--|------------------|
| 47 | | Lechuga, Alfredo |
| 48 | | Banquil, Lovely |



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-504, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

An Ordinance granting a Franchise for Elite Medical Air Transport, LLC d/b/a Emergent Air, to operate a non-emergency ambulance transfer service. [POSTPONED FROM 05-24-2022]

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

AGENDA DATE: May 10, 2022

PUBLIC HEARING DATE: May 24, 2022

CONTACT PERSON/PHONE: Mario D'Agostino, Fire Chief (915) 212-5605

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 2.3 – Increase Public Safety Operational Efficiency

SUBJECT:

Discussion and action on an ordinance granting a Franchise for Elite Medical Air Transport, LLC d/b/a Emergent Air, to operate a non-emergency ambulance transfer service.

BACKGROUND / DISCUSSION:

Elite Medical Air Transport, LLC d/b/a Emergent Air has applied for Franchise to provide non-emergency ambulance transfer services under the El Paso City Code Title 9 (Health and Safety) Chapter 9.85 (Emergency and Transfer Ambulance Service).

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: El Paso Fire Department

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD:



ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE FOR ELITE MEDICAL AIR TRANSPORT, LLC D/B/A EMERGENT AIR, TO OPERATE A NON-EMERGENCY AMBULANCE TRANSFER SERVICE

WHEREAS, the City of El Paso, Texas is empowered to grant franchises for the use of its streets, alleys, and public rights-of-way under the City Charter and the City's general police powers; and

WHEREAS, Elite Medical Air Transport, LLC d/b/a Emergent Air ("GRANTEE") has applied for a Franchise to provide non-emergency ambulance transfer services under the El Paso City Code Title 9 (Health and Safety) Chapter 9.85 (Emergency and Transfer Ambulance Services).

WHEREAS, on evidence received, City Council finds that public convenience and necessity justify granting a franchise to GRANTEE to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

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

ARTICLE I. GRANT OF THE FRANCHISE AND GENERAL PROVISIONS

A. Grant of Non-Exclusive Franchise

A non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth herein and by local, state and federal laws, is hereby granted to **Elite Medical Air Transport, LLC d/b/a Emergent Air**, Grantee, to operate a non-emergency transfer ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso.

B. Definitions

For the purpose of this franchise the following terms, phrases, words and their derivations shall have the following meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and the word "may" is permissive.

1. "City" shall mean the City of El Paso, Texas and any department or board that may be designated by the City Council to administer, oversee or enforce the provisions of this franchise.
2. "City Council" shall mean the council of the City as the governmental, legislative and administrative body of the City.

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3. "Customer" shall mean any person who requests or receives the services of the Grantee.
4. "DSHS" shall mean the Texas Department of State Health Services.
5. "Fire Chief" shall mean the Fire Department official responsible for the management of emergency ambulance service for the City of El Paso or his designee.
6. "Franchise Area" shall mean that portion of the City for which a franchise is granted under the authority of this agreement. If not otherwise stated in the franchise, the Franchise Area shall be the corporate limits of the City of El Paso including all territory hereafter annexed to the City.
7. "Grantee" shall mean **Elite Medical Air Transport, LLC d/b/a Emergent Air**.
8. "Net Receipts" shall be defined as all cash, credits and property of any kind or nature received as consideration directly or indirectly by the Grantee, its affiliates, subsidiaries, parent and any person in which Grantee has a financial interest, or from any source whatsoever, arising from or attributable to the transport of patients or services rendered in relation to the transport of a patient by the Grantee or in any way derived from the operation of its franchise. These net receipts shall not be reduced for any purpose and shall be the basis for computing the franchise fee.
9. "Non-emergency ambulance transfer service" shall mean the operation of a service whereby persons are transported by ambulance under the supervision and care of duly licensed and certified emergency medical technicians in non-emergency situations except that a non-emergency ambulance transfer service may transport persons in emergency situations as permitted by the terms of this franchise and other applicable laws.
10. "Person" means any individual, firm, partnership, limited partnership, association, corporation, company, and organizations of any kind, or any other legally recognized entity.
11. "Public Rights-of-Way" shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, land, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkways, waterways, utility easements or other public right-of-way now or hereafter held by the City.
12. "Service" shall mean any service which is authorized pursuant to the terms of this Franchise Agreement.

C. Term and Effective Date

Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall commence on 12:01 a.m., _____, 2022 (the "Effective Date"), with the possibility to renew the franchise as set forth below, with the initial term ending at 11:59pm on April 30, 2023.

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D. Operational Timeframe

This franchise shall automatically expire if Grantee's non-emergency ambulance transfer service is not fully operational, as verified by the Fire Chief, within ninety (90) days of the date the Franchise is approved by City Council.

E. Renewal of Franchise

1. **Renewal Procedure.** If the Grantee wishes that the City renew this franchise, Grantee shall submit a request in writing to the City Clerk's Office, P.O. Box 1890, El Paso, Texas 79950-1890, by at least three (3) months prior to the expiration date of this franchise, whether it be during the initial term or any renewal period. The City shall consider Grantee's written request and shall determine whether public convenience and necessity justify renewal of this franchise, including during any renewal period.

2. Should Grantee fail to submit a request for the renewal of this franchise to the City as herein required, this franchise shall expire upon the expiration date and a new franchise shall be required if Grantee desires to operate a non-emergency ambulance franchise within the City of El Paso.

3. Notwithstanding Article I, Sections E.1 and E.2 of this franchise, the City Manager is authorized to grant a thirty (30) day extension of this franchise, under the same terms and conditions in effect at the time that Grantee makes its written renewal request, whether or not Grantee timely submits the renewal request notice prior to the expiration of this franchise during the initial term or any renewal periods.

4. **City's Right to Modify Terms of Franchise and Require Additional Information Reserved.** Grantee understands, agrees, and accepts that the City reserves its rights to require a) that the terms, conditions, and provisions of this franchise be modified upon Grantee's request for renewal of the franchise and b) that Grantee submit additional information and documents as conditions for renewing the grant of this franchise to operate a non-emergency ambulance transfer service.

F. Business Entity

1. **Registered Business Entity and Assumed Name.** Grantee shall, forward to and maintain on file with the Fire Chief a certified copy of its corporate Articles of Incorporation, Partnership Agreement and Bylaws, or a sworn and notarized statement of sole proprietorship for the purpose of identifying Grantee's business entity status and a sworn and notarized statement of any name by which it does business if different than the business entity name within 15 days of the grant of this franchise, unless required to be performed at an earlier time by other legal provisions.

2. **Sale of Business.** Grantee shall notify the City immediately of the proposed sale or actual sale of the Grantee's business entity. Grantee shall give notice to the City of any actual

sale of the Grantee's business entity no less than ten (10) business days prior to the actual sale or transfer.

3. **Business Officers, Supervisors and Managers.** Grantee shall, within fifteen (15) days of the grant of this franchise, submit to the Fire Chief, the names and business addresses of all owners, officers and supervisory and management personnel of Grantee.

4. **Financial Interest.** Grantee shall, within 15 days of the grant of this franchise, submit to the Fire Chief the names and business addresses of all persons having a financial interest in the Grantee or any parent, affiliate or subsidiary of Grantee's business entity.

5. **Fiscal Year.** Grantee shall, within 15 days of the grant of this franchise, submit to the Fire Chief the beginning and ending dates of its fiscal year.

6. **Changes.** Any additions or changes in the information, which is required to be submitted to the City pursuant to this section, shall be forwarded in written form by the Grantee to the Fire Chief within 15 days of such changes.

7. **Non-compliance and Revocation.** Failure to comply with this section shall constitute a material breach by Grantee and shall constitute grounds for revocation of this franchise by the City.

G. Indemnification and Public Liability Insurance

1. **Indemnification.** Grantee shall, at its sole cost, fully indemnify and hold harmless the City, its officers, boards and commissions, and city employees against any and all claims or actions for damages arising out of Grantee's actions or omissions under this franchise, including, but not limited to, expenses for reasonable legal fees and disbursements and liabilities assumed by the City in connection with any such claims or actions.

2. Grantee shall be required to obtain and maintain in effect throughout the term of the Agreement a public liability insurance policy which meets the requirements set forth in this Agreement. This policy shall be for the protection of any person, whether a passenger or patient in Grantee's ambulance or not, whether injured or killed by the negligence of Grantee or its agent or employee and shall not contain a passenger liability exclusion.

2.1 Grantee shall obtain and maintain in effect throughout the term of this Agreement public liability insurance in an amount of not less than \$500,000. Grantee shall immediately advise the Fire Chief of any claim or litigation which affects Grantee's insurance coverage.

2.2 Grantee shall maintain comprehensive general and automobile liability coverage with limits of no less than five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) annual aggregate. Grantee shall maintain medical professional liability coverage with limits of no less than five hundred thousand dollars

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(\$500,000) per occurrence and one million dollars (\$1,000,000) annual aggregate. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless. Grantee shall immediately advise the Fire Chief of any claim or litigation which affects Grantee's insurance.

2.3 The policy of public liability insurance shall be written by an insurance company with an A rating, authorized to do business in the State of Texas.

2.4 The policy of public liability insurance shall provide that it cannot be suspended, revoked, canceled or reduced in coverage without sixty (60) days written notice to the City.

2.5 The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and Grantee, his officers, agents, servants or employees. The policy shall name the City of El Paso, its officers, agents, servants and employees as additional insureds to the full amount of the policy limits.

2.6 Grantee shall not operate its service during any period for which: 1) its insurance lapses for any reason; 2) its insurance is suspended, revoked or canceled; or 3) the amount of effective coverage of its insurance has been reduced below the minimum coverage amounts required by this Agreement. Failure to keep the policy in full force and effect throughout the term of the special privilege shall be grounds for termination of the Agreement.

2.7 Grantee shall forward to the Fire Chief a copy of each certificate of insurance issued within fifteen (15) days after the execution of this Agreement and as such policy or policies are modified, renewed, suspended or canceled.

2.8 Certificates of insurance that state that the insurer shall endeavor to give notice and/or that there shall be no liability for the failure to give the notice required herein shall not meet the requirements of this section.

H. Compensation and Payment of Franchise Fee

1. Compensation - Franchise Fee. As compensation for the grant of this franchise to use the public rights-of-way of the City of El Paso, Grantee shall pay to the City 2.75% of Grantee's monthly net receipts.

2. Franchise Area for Which Net Receipts Are to Be Reported. The Grantee shall report its net receipts for all transports, treatment or other services rendered to any customer, which commence within the Franchise Area as defined herein.

3. Net Receipts. Net receipts shall include those items of revenue as defined by generally accepted accounting principles and as defined herein for the type of business and accounting method used.

4. **Payment Due Date.** Grantee's payments shall be paid monthly and shall be postmarked by the 15th day of the month following the month for which net receipts are reported.

5. **Interest Charged for Late Payments.** In the event that any payment required by this Section is not made when due, interest shall be compounded daily from such date at the annual rate equivalent to the then existing prime rate reported in the Wall Street Journal on the due date plus four percent (+4%).

6. **Statement Required Where No Net Receipts Reportable.** If Grantee has no net receipts for a given month, Grantee shall provide written verification that it has no net receipts which shall be postmarked no later than the 15th day of the month following the month for which the Grantee has no gross revenues. Failure to provide such notice to the City shall result in commencement of proceedings to terminate the franchise.

7. **Payments to City Comptroller.** All payments are to be sent to the City Comptroller with copies of all accompanying correspondence sent to the Fire Chief.

I. **Ad Valorem Taxes**

Grantee will also pay before delinquency all ad valorem taxes lawfully assessed against its property.

J. **City Inspection of Grantee's Books and Audits**

Grantee agrees that it will keep a true and accurate set of books, accounts and records. The City shall have the right to inspect the books of Grantee during the term of this franchise and shall further have the right to order an independent audit of said books made when, in the opinion of the City, the condition of said books justifies such actions. In the event the audit proves that the Grantee has kept true and accurate records on book accounts, the cost of such audit will be borne by the City. In the event that the audit shows that the Grantee has failed to keep true and accurate records and books of accounts, the cost of said audit will be borne by Grantee.

K. **Annual Audited Statement of Net Receipts Required**

The Grantee shall submit to the City Comptroller an annual audited statement of net receipts by month for fees derived in the Franchise Area. Such annual audit shall reflect the Grantee's fiscal year and shall be submitted to the City Comptroller within sixty (60) days of the close of Grantee's fiscal year. A copy of this audit shall be sent to the Fire Chief. The annual audit shall be conducted at no expense to the City.

L. **Grantee to Keep Separate Records**

Grantee shall maintain separate records if other services are provided outside the scope of this franchise.

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M. Franchise Not Transferable

This franchise is not for the benefit of any third party and is not transferable.

N. Failure to Enforce Franchise Agreement No Waiver of Terms Thereof

The Grantee or other parties shall not be excused from complying with any of the terms and conditions of this franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

O. Judicial Relief, Costs and Attorneys' Fees

In addition to all remedies provided in this franchise, the City shall have the right to apply to any court of competent jurisdiction to secure judicial relief, as it shall deem proper. The City's costs and attorney's fees for such action shall be paid by the Grantee if the City obtains a judgment or other relief.

P. Contractual Relationship

Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Grantee, their employees, or between the City and the Grantee's employees. The Grantee shall be deemed at all times to be an independent franchisee. In carrying out the terms of this franchise, the Grantee shall employ its own personnel, and such employees shall be and act under the exclusive and complete supervision and control of their employer.

Q. Notice

Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the individuals named herein and to whom copies or notice are required to be provided at the respective addresses as follows:

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

and

Fire Chief
Fire Department
416 N. Stanton, Ste. 200
El Paso, Texas 79901

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and

Elite Medical Air Transport, LLC d/b/a Emergent Air
Attn: Ronald King
7201 Boeing Dr.
El Paso, Texas, 79925

or to such other addresses as the City or Grantee may designate to each other in writing via certified, postage pre-paid, first class mail. It shall be the duty of the Grantee to provide the City with Grantee's most current mailing and business addresses no less than ten (10) business days prior to any change of same.

R. Revocation and Termination

1. **Public Protection and Welfare.** Should the City at any time, for any reason, decide that the public protection or welfare is not being met as contemplated by this franchise, upon thirty (30) days written notice to the Grantee, the City Council may cancel, terminate and revoke this franchise at no cost to the City. Any and all rights of the Grantee in the use of City streets, alleys or public rights-of-way shall then be terminated.
2. **Failure to Use Public Rights-of-Way.** In addition, if Grantee has ceased to use the City streets, alleys, or public rights-of-way for the purposes herein contemplated for a period of thirty (30) days or if Grantee defaults in any of Grantee's obligations under the franchise and fails to correct such default within thirty (30) days after written notice to do so, the City Council may cancel, terminate and revoke this franchise at no cost to the City. Any and all rights of the Grantee under this franchise shall then terminate.
3. **Breach of Franchise Agreement Terms.** After thirty (30) days written notice, the City Council may cancel, terminate and revoke this franchise for breach by the Grantee of any of its obligations hereunder or for failure of the Grantee to pay any final judgment of a court of competent jurisdiction in a suit on any claim in connection with the operation of the ambulance service. If court proceedings are instituted to determine the legality of such revocation, and Grantee does not prevail, the Grantee shall pay the reasonable expenses incurred by the City in connection with such litigation. Article II, Section C.3 of this franchise contains specific terms regarding termination for failure to meet response times. The City may at any time make an inquiry as to whether Grantee is able to comply with each and every term of this franchise.
4. **Convenience.** This non-exclusive franchise for non-emergency ambulance transfer service may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to Grantee. Such right of termination is in addition to and not in lieu of rights of the City set forth in Article I, Sections R.1-3 and Article II, Section C.3 of the present franchise.
5. **Annual Review.** The City shall conduct a compliance review regarding all aspects of this franchise ninety (90) days prior to the end of each twelve month period. Should

the City determine that compliance is not being met, the City shall proceed under the provisions of Art. I, Sec. R.3 of this franchise.

S. Entire Franchise Agreement

This document contains all of the terms of this franchise and may not be modified, except by an agreement in writing signed by both parties.

T. Severability

The invalidity or illegality of any one or more provisions of this franchise by any court of competent jurisdiction shall not affect the validity of the remaining provisions hereof.

U. Acceptance of Terms by Grantee Required

This franchise shall be null and void unless Grantee, before the grant of this franchise, files with the City Clerk its written acceptance of the franchise. Grantee's failure to accept the terms and conditions of this franchise and file its acceptance thereof with the City Clerk prior to the grant of this franchise shall render the grant of this franchise null and void.

V. Acceptance by Grantee's Authorized Representative

The individual accepting the terms and conditions of this franchise on behalf of the Grantee affirmatively acknowledges that he is authorized to do so and said individual further warrants that he is authorized to commit and bind the Grantee to the terms and conditions of this franchise.

W. Rights of Individuals

1. Service and Rates. The Grantee shall not refuse non-emergency ambulance transport service to any person or customer who requests the service for a lawful purpose and which the Grantee has the ability to render. The Grantee shall not, as to rates, charges, quality of service, or in any other respect, make or grant any unreasonable preference or advantage, nor subject any person to any prejudice or disadvantage. The Grantee shall take affirmative steps to disseminate the information concerning the availability of its service to all persons. The Grantee shall ensure that all services are equally available to all persons. This provision shall not be deemed to prohibit promotional campaigns to stimulate requests for service, nor shall it be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within the classification shall be entitled, provided the schedules have been filed with and approved by the City Council as provided in Article I, Section Y ("Amendments") of this franchise.

2. Personnel and EEOC. The Grantee shall strictly adhere to the equal employment opportunity requirements of Federal and State statutes and local regulations, as amended from time to time. The Grantee shall comply at all times with all other applicable federal, state and local laws and regulations, and all executive and administrative orders relating to nondiscrimination which are incorporated in this franchise by reference.

3. Customer Medical Records and Privacy. The Grantee shall be responsible for protecting the rights of customers as set forth in the Emergency Health Care Act, TEX. HEALTH & SAFETY CODE ANN., CHAPTER 773, (VERNON'S 1997), and other applicable laws, as amended.

X. Time Is of the Essence

Whenever this agreement shall set forth any time for an act to be performed by or on behalf of the Grantee, the time shall be deemed of the essence and any failure within the control of the Grantee to perform within the time allotted shall be sufficient ground for the City to invoke an appropriate penalty including possible revocation of the franchise.

Y. Amendments

The City reserves the right to amend the terms of this ordinance and franchise in any manner necessary for the safety or welfare of the public or to protect the public interests.

Z. Police Powers

1. Compliance by Grantee Required. In accepting this franchise, the Grantee acknowledges that its rights under this franchise are subject to the police power of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and the Grantee agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to this power.

2. Conflict of Laws. Any conflict between the provisions of this franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the City except that any such exercise that is not of general application in the jurisdiction or applies exclusively to the Grantee which contains provisions inconsistent with this franchise shall prevail only if the City finds their exercise necessary to protect the public health, safety, property or general welfare or the exercise is mandated by law. Should the terms of this franchise conflict with any other law or regulation, this franchise shall control where any law or regulation permits the City to impose more stringent standards or requirements upon Grantee.

AA. Compliance with Laws

The Grantee shall comply with all laws and regulations of the United States, the State of Texas and the City of El Paso. Grantee shall comply with all applicable statutes, laws, codes, regulations, and ordinances applicable to Grantee's use of City streets, alleys, and public rights-of-way for the purposes permitted herein. Failure to comply with these laws and regulations shall constitute a material breach by Grantee and shall constitute grounds for cancellation, termination and revocation of this franchise by the City.

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BB. Governmental Powers Not Surrendered

The granting of this franchise does not surrender any governmental powers now or hereafter conferred upon the City.

CC. Law Governing

The laws of the State of Texas shall govern the validity, performances and enforcement of this franchise.

ARTICLE II. SERVICE OPERATIONS, STANDARDS AND REQUIREMENTS

A. Availability of Service

The Grantee shall offer service on a twenty-four hour basis to the general public within the Franchise Area.

B. Radio Communications

1. Communications Center. Grantee must provide, at its own expense, a communications center, which will include 24-hour day telephone access for the public and direct radio communication with all company ambulances used under this franchise.

2. Communications with El Paso Fire Department (EPFD). Grantee shall equip each ambulance with a radio capable of maintaining direct radio communication with the EPFD Communications Center through either an 800 Mhz trunked commercial radio system or UHF National EMS Frequency, Channel 2. Grantee shall so equip each ambulance at its sole expense and such radios shall be used to coordinate disaster and emergency relief with EPFD when responding to an incident as directed by the Fire Chief or when an emergency is encountered within the Franchise Area.

C. Response Time Requirements

1. Grantee's Response to Customers' Requests for Service. Grantee shall respond to a customer's request for non-emergency transfer service, at any time of day on any day of the week, no later than eighty minutes for at least ninety percent (90%) of the time after the request for service is received unless pre-arrangements are made.

2. Grantee's Response Per Request of Fire Chief. Grantee shall respond to non-emergency incidents upon the request of the Fire Chief or his designee. Grantee agrees to send the earliest available ambulance to non-emergency incidents as requested by Fire Chief or his designees, but in no case shall response time exceed twenty-five minutes for at least ninety percent (90%) of the time for non-emergency calls.

3. Failure to Meet Response Time. In the event that Grantee fails to meet the response times indicated in this Section C, during four consecutive months, the City shall notify Grantee of such failure and that failure to meet the response times during the immediately following month shall be grounds for immediate termination of this franchise.

D. Emergency Aid to City of El Paso

Grantee shall provide emergency aid assistance to the City of El Paso in cases of system overload or multiple patient incidents as requested or directed by the Fire Chief or his designee. Such assistance shall be provided on an emergency basis with immediate priority being given to those requests.

E. Grantee's Costs

The City shall not be responsible for any cost incurred in providing services as described in this franchise.

F. Billing and Collection for Services

The Grantee shall bill and collect charges for services from the patient or responsible party at Grantee's sole expense.

G. Transportation Logs

The Grantee shall be required to submit monthly or more frequently as directed by the Fire Chief, a log showing the following information:

1. list of emergency transports commencing within the Franchise Area for the month, to include date, time, transport commencing address and destination address;
2. the total number of non-emergency transports commencing within the Franchise Area for the month; and
3. the number of transports originating within the Franchise Area for the month.

H. Personnel Requirements

1. Records of Personnel. The Grantee shall be required to submit to the Fire Chief, prior to the commencement of operations, a list identifying all of its employees hired to drive or attend Grantee's customers. The list shall identify each employee by name and shall identify the employee's current DSHS certification status, driver's license status, and Defensive Driving Course Status. The Grantee shall forward written notice of any addition or change in the information required to be submitted within fifteen (15) calendar days of the addition or change.

2. Monthly Report Noting Changes of Personnel or Personnel License Status. Grantee shall submit to the Fire Chief monthly reports to include additions and changes of personnel and personnel records information as required in Article II, Section H(1) of this franchise.

3. DSHS Certification of Grantee's Employees. Each of Grantee's attendants and drivers employed by Grantee must be currently certified as an Emergency Medical Technician-Basic with the Texas Department of State Health Services, Emergency Medical Services Division. Individuals providing a higher level of care to customers must be currently certified with the Texas Department of Health at the level consistent with the type of care for which that ambulance is equipped as identified in this franchise.

4. Driver's License Required. While on duty, each of Grantee's attendants and drivers must possess at all times a license issued by the State of Texas or New Mexico which is valid to operate an emergency vehicle and transfer ambulance.

5. EMT Identification Required. While on duty, each of Grantee's attendants and drivers shall be required to possess proof of EMT certificate issued to the EMT by the Texas Department of State Health Services;

6. Statement from Physician; Reportable Communicable Diseases. Within fifteen (15) days of employment of each attendant and driver, the Grantee must submit to the Fire Chief a written statement from a physician authorized to practice medicine in the State of Texas stating the person is free of the following communicable diseases (Tuberculosis, Measles, Mumps, Rubella, Hepatitis B, and Tetanus) and is physically capable of performing the required duties. If an individual contracts a communicable disease which is required to be reported to appropriate federal, state or local health authorities, Grantee shall immediately notify the Fire Chief that the individual is unable to perform duties as an EMT and shall, prior to permitting the individual to resume his or her duties as an EMT, submit to the Fire Chief, a physician's statement that the individual has recovered from his or her illness and may resume providing care under the individual's EMT license as permitted by those laws governing emergency medical technicians and communicable diseases.

7. Defensive Driving or Emergency Vehicles Operation Course Certificate. Within ninety (90) days of employment, the Grantee must submit to the Fire Chief, for each of Grantee's employees, evidence showing completion of a National Safety Council Approved Defensive Driving Course or an Emergency Vehicles Operation Course, the latter from the El Paso Fire Department, while operating under this franchise.

I. Ambulance Staffing Requirements

1. Basic Ambulance Staffing. Each ambulance being used for basic care must be staffed by no less than an EMT-Basic driver and an EMT-Basic attendant, and any other personnel needed to sustain current level of care for the patient as determined by the attending physician.

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2. Advanced Life Support Ambulance Staffing. Each ambulance being used for advanced life support care (ALS) must be staffed by no less than an Advanced EMT and an EMT-Basic, and any other personnel needed to sustain current level of care for the patient as determined by the attending physician.

3. MICU Ambulance Staffing. Each ambulance being used for mobile intensive care (MICU) must be staffed by a minimum of an EMT-Paramedic, an EMT-Basic, and any other personnel needed to sustain current level of care for the patient as determined by the attending physician.

J. Vehicle Inspections

1. Inspection of Ambulances Prior to Initial Operation. Prior to the commencement of operations, the Fire Chief or his designee shall inspect all ambulances used by Grantee in operating its transfer service at a reasonable time. An ambulance must pass inspection and have a current valid permit sticker prior to any use for customer transportation or care. Subsequent to the initial inspection, all ambulances which are subject to this franchise shall be inspected by the Fire Chief or designee every two years, except as noted in Article II.J.2.

2. Field Inspections. Ambulances may be inspected in the field at any hour by the Fire Chief or designee, and he may require any ambulance to proceed to a specified location for further inspection. If Grantee has three ambulance field inspection failures within a 12-month period, then the City shall re-inspect Grantee's entire ambulance fleet within 30 days of the last failed field inspection.

3. Non-Compliance. The Fire Chief or designee shall flag the ambulance and remove the permit sticker from an ambulance that fails an inspection. Grantee shall not operate an ambulance without a valid permit sticker. It shall be an event of default for Grantee to operate a vehicle without a valid permit.

4. Inspection Process. Each inspection shall include:

a. Confirmation that the vehicle has a current motor vehicle registration sticker on the front windshield in compliance with Texas Transportation Code §502.059(c), as amended, with proof of vehicle inspection pursuant to the requirements of Texas Transportation Code Chapter 548, as amended.

b. Confirmation that the Grantee has a current EMS Provider License issued by Texas Department of State Health Services, Emergency Medical Services Division as provided for under 25 T.A.C. §§ 157.2 and 157.11.

c. Visual inspection of the vehicle(s) for the purpose of determining full operation of the following motor vehicle equipment:

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- (1) headlights, tail-lights, back-up lights, ambulance body clearance lights (if appropriate), brake lights and license plate lights, and appropriate emergency lights and sirens; and
 - (2) tires.
- d. Visual and mechanical inspection of equipment for the purpose of determining compliance with the medical equipment specifications of the franchise.
5. **Written Inspection Report.** EPFD shall give the Grantee a written report at the time of inspection indicating any deficiencies.
6. **Permit Sticker.** A vehicle that meets the requirements of this franchise under this ordinance shall be issued a permit sticker indicating its validity for a twenty-four month period from the date of inspection. The sticker's expiration date shall not be deemed to impair or limit the City's ability to conduct field inspections or perform any other function under the terms of this franchise. An ambulance that has met the inspection requirements of this franchise shall display the permit sticker on the vehicle's rear window and said sticker shall be visible from the exterior of the vehicle at all times.
7. **Permit Sticker Non-transferable.** A permit sticker is not transferable from one vehicle to another.
8. **Ambulances Not Passing Inspection.** Any ambulance found to not be in compliance with the requirements of this franchise or of any other ordinance of the City regulating the use of ambulances on the streets and alleys of the City of El Paso shall 1) fail inspection, 2) be considered not safe or useable and 3) have any existing permit sticker removed. Thereafter, until the vehicle passes inspection, it shall not be operated for customer transportation or care upon the streets of the City of El Paso.
9. **Re-inspection.** At the request of the Grantee, EPFD shall re-inspect a vehicle that has failed inspection to determine if the deficiencies have been corrected. EPFD may require review of written documentation, such as equipment repair bills or sales receipts, and may re-inspect the vehicle and equipment visually and mechanically for compliance with this franchise.
10. **Specialty Ambulance.** The City, upon verification of the licensing of a vehicle as a specialty ambulance by the Texas Department of State Health Services, shall issue a sticker, as described in Article II, Section J.5, for any such vehicle.

K. Vehicle, Equipment and Supply Requirements

- 1. **DSHS Regulations.** Vehicles are required to meet all applicable Texas Department of State Health Services Regulations in effect at the time of inspection.

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2. DSHS Vehicle Equipment and Supply Requirements. The following equipment and supplies are required for each ambulance operated in the Franchise Area by the Grantee:

a. Each ambulance being used for Basic Life Support Care must comply fully with DSHS requirements for Basic Life Support Ambulances, as amended.

b. Each ambulance being used for Advanced Life Support Care must comply fully with DSHS requirements for Advanced Life Support Ambulances, as amended.

c. Each ambulance being used for Mobile Intensive Care Unit services must comply fully with DSHS requirements for Mobile Intensive Care Ambulances, as amended.

3. Ambulance Markings. Grantee shall mark each ambulance distinctly with its company's name. Grantee's name shall be marked with a minimum one inch wide and five inch tall lettering on at least three sides of the ambulance. The color of Grantee's name must contrast with the color of the ambulance or the wrap. The Texas of Department of State Health Service provider's license number shall be displayed on the sides of the ambulance with "TX" appearing prior to said number in the width and height required by the State of Texas. Business phone numbers and logos are permissible; however, the words "Emergency Medical Services" or "EMS" shall not be used in any fashion.

4. Grantee shall submit to the Fire Chief or designee the Grantee's Medical Equipment checklist for approval. Grantor shall conduct the required vehicle inspection with said checklist to ensure that Grantee meets state and local requirements. Changes to Grantee's medical equipment as listed on the checklist shall be submitted to the Fire Chief or designee within fifteen days prior to the change to be in effect.

5. Grantee to Comply with Most Comprehensive Requirements. Grantee shall comply at the time of inspection or re-inspection with the supply and medical equipment list required in this ordinance or by the Texas Department of State Health Services, whichever is more comprehensive.

L. Operational Requirements

1. Permits. Grantee shall obtain and maintain, at its own expense, all required permits necessary for the operation of Grantee's service under applicable laws and the terms of this franchise.

2. Lights and Sirens. Grantee shall not avail himself of the permission given ambulances to disregard traffic laws except in those instances as expressly permitted under federal, state or local laws and with the permission of the Fire Department as may be granted upon a case-by-case basis.

ORDINANCE NO. _____

3. **Transportation and Treatment Decisions.** Transportation and treatment decisions shall be made in accordance with Grantee's established policies and in accordance with the usual and customary medical practices of the medical community.
4. **Treatment Protocols and Transfer Policies.** Grantee shall file a copy of its treatment protocols and transfer policies with the Fire Chief and shall forward any changes in such protocols or procedures no less than five (5) working days prior to implementation of same.
5. **Dispatcher's Responsibilities.** Grantee's Dispatchers shall make reasonable efforts to determine if a request for service is an emergency or non-emergency. Upon receipt of a request for emergency service within the City limits of El Paso, or if Grantee responds to a call within the City limits that in good faith was taken as a non-emergency and then upon arrival it is determined that the call is an emergency, the call shall be immediately relayed by Grantee to EPFD Communications via radio or, if necessary, Grantee shall relay the call via 911 or 915-832-4429. EPFD will either elect to respond to the call or give Grantee permission to handle the incident.
6. **Response to Emergency Situations.** Unless authorized to do so by the Fire Chief or his designee, Grantee, its agents, or its employees, shall not knowingly go to the scene of an emergency within the City limits of El Paso with the intent to provide emergency service and transportation; provided, however, if Grantee discovers an emergency situation within the City limits of El Paso it shall immediately notify the EPFD Communications via EPFD radio and shall remain to render aid until an EPFD vehicle arrives or may transport if instructed to do so per EPFD Communications via EPFD radio. Such aid must be comprehensive and at the maximum level allowed for those personnel by the Grantee's medical director.
7. **Uniforms.** Grantee's employees shall be required to wear uniforms while performing duties associated with the transportation and care of a customer. Uniform style and color provided by Grantee shall have the prior written approval of the Fire Chief and shall not resemble the uniform of the Fire Department.
8. **Representation as EMT.** Neither Grantee nor its employees shall hold out to the public in any manner that they are trained Emergency Medical Technicians or Paramedics unless they have been so certified by the Texas Department of State Health Services, Emergency Medical Services Division.
9. **EMT to Attend Customer.** All patient care and transport decisions are the responsibility of the highest medically trained and highest credentialed person on the scene. After a complete patient assessment and if the patient is stable, patient will be attended by the most appropriate certified EMT. In the event of an emergency situation, Grantee shall adhere to Article II.L.6 of this Franchise.
10. **Ambulance for Customer Transport Only.** Ambulances shall be used only for the purpose of transporting customers.

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ORDINANCE NO. _____

ARTICLE III. ADMINISTRATION AND REGULATIONS

A. State-Issued EMS Provider License

1. State License to Be Filed with City. Before commencing operations under this franchise, Grantee shall file with the City Clerk and the Fire Chief, a copy of its EMS Provider License as issued by the State of Texas, Department of State Health Services.
2. Suspension, Revocation, Non-Renewal of State License. Should Grantee's state-issued EMS Provider License be suspended, revoked or not renewed by the State of Texas, Grantee shall not operate any ambulance upon the streets, alleys or public rights-of-way within the City of El Paso until such time as Grantee's EMS Provider License is reinstated or renewed by the State of Texas. Grantee shall immediately notify the Fire Chief of any suspension, revocation, or non-renewal of its state-issued EMS Provider License.
3. Termination of Franchise Where Grantee Not Licensed by State. The basis set forth by the State of Texas for the suspension, revocation, or non-renewal of Grantee's EMS Provider License shall constitute a reasonable basis for the cancellation, termination or revocation of this franchise by the City of El Paso.

B. Rates

1. Grantee's Rates. The Mayor and City Council hereby approve the schedule of maximum rates attached hereto as "Exhibit A" and by reference made a part hereof. Any increase to the listed rates under this franchise shall be subject to the prior approval of the Mayor and City Council before being assessed to any patient or client by Grantee. Grantee shall indicate where any discounts to third parties have been given when providing its payment to the City.
2. Rates for EPFD-directed Emergency Response. Whenever the Grantee shall be directed by the Fire Chief to respond to an emergency as permitted by this franchise or other applicable law, the Grantee shall charge the City of El Paso rates established in the City's Budget Resolution or other resolution appropriately adopted by the El Paso City Council for Grantee's services provided to this franchise, instead of the rates listed for emergency response in the attached "Exhibit A". The discounts referenced in Article III, B.1 above are not applicable to EPFD-directed emergency response.
3. Special Segments: The following shall be handled as stated below:
 - a. Long Distance. Long Distance transport fee shall only include the base rate and shall exclude mileage from the computation.

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b. Airport Transfer. For calls that originate in the City of El Paso and request transfer to the El Paso International Airport the fee shall only include the base rate and shall exclude mileage from the computation.

c. Special Events. Special events shall be billed only when an actual transport is required to an El Paso hospital from a special event and shall include both the base rate and the mileage.

C. Grantee's Office and Telephone Number

The Grantee shall, at its own cost, maintain an office within the City, which shall be open during all usual business hours, have a publicly-listed telephone with a locally accessible number and sufficient lines and be operated so that complaints and requests for billing or adjustments shall be received on a twenty-four (24) hour basis.

D. Billing Statements

1. Franchising Authority Identified. Grantee's billing statements shall include the Grantee's proper phone number and street address for its El Paso office and shall identify the City as Grantee's franchising authority as follows: Franchising Authority: City of El Paso, Attn: Fire Department, Community Health Program, 416 N. Stanton, Ste. 200, El Paso, Texas 79901.

2. Complaints May Be Sent to City of El Paso. Grantee shall include in each of its billing statements a notice to its clients and patients that copies of complaints may be forwarded to the Grantee's franchising authority, the City of El Paso.

E. Customer Complaints

1. Complaint Procedure shall, in addition to the requirements mandated elsewhere in this franchise, establish procedures for receiving, acting upon, and resolving complaints. A copy of the most current procedures shall be filed with the Fire Chief. The Grantee shall furnish a notice of such procedures to its patients and clients on each of its billing statements.

2. Complaint Logs. The Grantee shall keep a log, which will indicate the name of the complainant, the name of the customer (if different from the complainant), the nature of each complaint, the date and time it was received, the disposition of said complaint and the time and date thereof. This log shall be made available for periodic inspection by representatives of the City.

3. Retention of Complaint Logs. All complaint entries shall be retained on file for a period of two (2) years from the date the complaint entry was made.

4. Multiple complaints - City-ordered Investigation, Analysis and Report. When similar complaints are filed or when other evidence exists which casts doubt on the reliability or quality of Grantee's service, the City shall have the right to require the Grantee to

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ORDINANCE NO. _____

investigate, analyze, and report on the performance of the transfer service and the personnel involved. Such report shall be delivered to the City no later than fourteen (14) days after the City formally notifies the Grantee and shall include, at a minimum, the following information: the nature of the complaints which precipitated the investigation; the equipment used in rendering services; the procedures employed in rendering services to the complainant or patient; a narrative of the incident and the resulting outcome; and the method by which said complaints were resolved.

5. **City May Conduct Own Investigation.** The City may conduct its own investigation, analysis and draft reports regarding the Grantee's customer service. The City may also require that an investigation, analysis and report be conducted or supervised by an independent health care professional with demonstrated knowledge and understanding of appropriate EPFD and Medical Transfer procedures and protocols and who is not on the permanent staff of the Grantee.

6. **Selection of Independent Health Care Professional.** An independent health care professional shall be selected by the Grantee from a list of no less than two persons or firms nominated by the City of El Paso through its Fire Chief. Should Grantee fail to select an independent health care professional from the list of nominees within ten days after receiving the notice identifying the nominees, the City shall be entitled to select the independent health care professional and such selection shall be final. The aforesaid professional shall sign all reports of the investigation and analysis and shall forward the report, including such records as necessary to properly interpret the results of the investigation and analysis, to the City or other designated City representative. The report shall recommend actions to be taken by the Grantee and the City. The reasonable costs of such independent investigation shall be paid by the Grantee, provided, however, in the event such investigation determines that the Grantee is operating in accordance with all performance standards and requirements of this franchise, all costs for such independent investigation shall be paid by the City.

7. **Basis for Investigation.** The City shall require investigations, analyses, and reports when and under such circumstances as the City has reasonable grounds to believe a) that the health or welfare of the public may be at risk or b) that Grantee's level of service does not meet or comply with the standards of care and service which are customary in the emergency medical profession or which are required by federal, state, or local laws.

F. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule), as amended by the HITECH Act and regulations promulgated thereunder by the U.S. Department of Health and Human Services, and any subsequent amendments or modifications thereto (collectively, "HIPAA"); see 45 CFR Part 160 and Subparts A and E of Part 164, requires that Grantee offer assurances to the City that the Grantee will safeguard any protected health information received or created on behalf of the City. Pursuant to this requirement, the following is set forth:

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means Grantee.
 - c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.
 - d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined in 45 C.F.R. 160.103.
 - e. **Information** shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.103.
 - f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.
 - g. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
 - h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.
2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2).)
3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes:

To provide ambulance, public health, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2); 65 Fed. Reg. 82505.)

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ORDINANCE NO. _____

4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).
5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
 - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
 - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).

ORDINANCE NO. _____

- d. **Subcontractors and Agents.** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).

- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Subsection F.3 of Article III of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(J)).
 - k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
 - l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
 - m. **Subpart E of 45 C.F.R. Part 164, as amended.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, as amended, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
 - n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
 - o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
 - p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.
- 8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
 - 9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, of the Code of Federal Regulations, as amended.

10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

ORDINANCE NO. _____

PASSED AND APPROVED this _____ day of _____, 2022.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:


THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

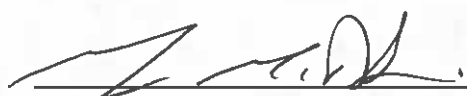
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mario D'Agostino
Fire Chief

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

ORDINANCE NO. _____

ACCEPTANCE AND ACKNOWLEDGMENT**ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this _____ day of _____, 2022.

Elite Medical Air Transport, LLC d/b/a Emergent Air

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2022, by _____, as _____, on behalf of **Elite Medical Air Transport, LLC d/b/a Emergent Air.**

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

RECEIVED FOR FILING THIS _____ DAY OF _____, 2022.

Laura D. Prine, City Clerk

ORDINANCE NO. _____

EXHIBIT A**Elite Medical Air Transport, LLC d/b/a Emergent Air****PUBLIC RATES**

| TRANSPORT TYPE: | RATE |
|---------------------------------|-------------|
| BLS NON-EMERGENCY | \$600.00 |
| BLS EMERGENCY | \$800.00 |
| ALS NON-EMERGENCY | \$700.00 |
| ALS-1 EMERGENCY | \$900.00 |
| ALS-2 EMERGENCY | \$1000.00 |
| SPECIALITY CARE TRANSPORT (SCT) | \$5000.00 |
| MILEAGE | \$25.00 |

* Discount consideration may be given to the following:

1. Patients
2. Facilities
3. Payors
4. Vendors

ORDINANCE NO. _____



Legislation Text

File #: 22-176, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Police, Assistant Chief Peter Pacillas, (915) 212-4308

AGENDA LANGUAGE:

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

An Ordinance amending Title 9 (Health and Safety), Chapter 9.40 (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. [POSTPONED FROM 03-01-2022, 04-26-2022, AND 05-10-2022]

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

AGENDA DATE: 02/15/22

PUBLIC HEARING DATE: 03/01/2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Peter Pacillas, 915-212-4308

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 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:

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 LOCATION 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.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

City Council passed and approved Ordinance No. 018908 on February 26, 2019, amending Chapter 9.40 of the El Paso City Code relating to noise nuisance.

AMOUNT AND SOURCE OF FUNDING:

N/A

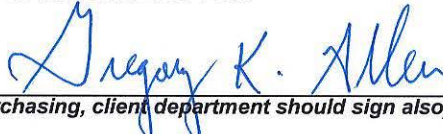
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: City Attorney's Office

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

DEPARTMENT HEAD: Chief Gregory K. Allen



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

ORDINANCE NO. ____

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.40 (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 LOCATION 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.

WHEREAS, the El Paso City Council passed and approved Ordinance No. 018908 on February 26, 2019, amending Chapter 9.40 of the El Paso City Code relating to noise nuisance; and

WHEREAS, the El Paso Police Department has responded to 131 calls for police service regarding noise disturbances from April 2021 to January 2022; and

WHEREAS, the El Paso Police Department and Code Enforcement has taken approximately 2,062 readings from various business establishments from April 2021 to January 2022; and

WHEREAS, approximately 50 of the 2,062 readings, or 2.42% of total readings, resulted in violations of the El Paso City Code; and

WHEREAS, the El Paso City Council wishes to further amend Chapter 9.40 of the El Paso City Code, to clarify the requirements of the Chapter.

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

Section 1. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.020 (Applicability), Subsection B.5. shall be amended as follows:

5. Exterior loudspeakers. Operating or permitting to be operated any loudspeaker or sound-amplifying equipment in a fixed or movable position in or upon any street, alley, sidewalk, park, place, or public or private property for the purpose of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmitting music to any persons or assemblages of persons in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of a person of reasonable sensibilities.

Section 2. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.030 (Sound level violations), Subsections A. and B. shall be amended and Subsection D. added as follows:

- A. It shall be unlawful for any person to conduct, permit, allow, or produce a sound that is discernable beyond the property lines of the property on which the sound is

ORDINANCE NO. _____

22-1152-1154 | PL#1146122

TITLE 9.40 – Amendment - Noise

being produced that, when measured with a sound level meter using the standardized frequency weighting as specified by the American National Standards Institute, exceeds sixty-five dB(A) between the hours of 10:00 p.m. and 7:00 a.m. daily for the property on which the sound is produced.

- B. The dB(A) levels set forth in this section apply to a property where the sound is being produced. Any sound that when measured at the property where the sound is being produced exceeds the dB(A) level set forth in this section is a violation of this chapter.
- C. Procedure. Sound levels regulated in this chapter shall be measured in accordance with a city-adopted policy.
- D. Reading Locations. The location selected for measuring noise levels shall be at the property line of the property producing the noise.

Section 3. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.040 (Vibration), shall be amended as follows:

It shall be unlawful for any person to create, maintain or cause any ground or airborne vibration which is perceptible without instruments by a person at any point on any affected property, in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort and repose of a person of reasonable sensibilities, unless such activity is otherwise regulated under other applicable law.

Section 4. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.070 (Penalties), Subsection 9.40.070.C. shall be amended as follows:

- C. In addition to proceeding under authority of subsections A. and B. of this section, the city is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of statutes, including a civil action in accordance with Chapter 54 of the Texas Local Government Code to recover a civil penalty not to exceed \$1,000 for each day or portion of a day during which the violation is committed, continued, or permitted, or other ordinances against a person that remains in violation of this chapter.

Section 5. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.080 (Enforcement), shall be amended as follows:

The director of the planning and inspections department, the director of code enforcement, or the police chief or their designated representatives, shall be responsible for the enforcement of this chapter.

Section 6. Except as herein amended, Title 9 (Health and Safety), Chapter 9.40 (Noise) of the El Paso City Code shall remain in full force and effect.

(Signatures begin on following page)

ORDINANCE NO. _____

22-1152-1154 | PL#1146122

TITLE 9.40 – Amendment - Noise

ADOPTED this ____ day of _____, 2022.

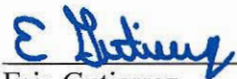
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

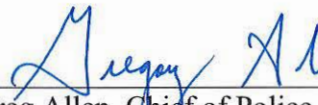
Laura D. Prine
City Clerk

APPROVED AS FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Greg Allen, Chief of Police
El Paso Police Department

ORDINANCE NO. _____
22-1152-1154 | PL#1146122
TITLE 9.40 – Amendment - Noise



Ordinances Amending
TITLE 9 – Health and
Safety Noise Nuisance
TITLE 5 – Business License and Permit
Regulations Sound Amplification Permit

GOAL 2 – Set Standard for a Safe & Secure City



Strategic Goal Alignment

- 2.1 Maintain standing as one of the nation's top safest cities
- 2.2 Strengthen community involvement in resident safety
- 2.3 Increase public safety operational efficiency
- 2.8 Implement effective code enforcement strategies to reduce nuisances, enhance visual appearance and improve overall health and safety
- 6.4 Implement leading-edge practices for achieving quality and performance excellence
- 6.5 Deliver services timely and efficiently with focus on continual improvement



03 / 11 / 2022

City Hosts Additional Meetings About Proposed Amendments to Noise, Sound Amplification Permit Ordinances

El Paso, Texas—The City of El Paso will host four virtual community meetings to discuss the proposed amendments to the Noise Ordinance and the Sound Amplification Permit Ordinance, detailed in municipal codes Title 9 (Health and Safety) and Title 5 (Business License and Permit Regulations).

The public is invited to attend one of the four virtual community meetings listed as follows:

THURSDAY, MARCH 17

Noon to 1:30 p.m.

Virtual: [Microsoft Teams Link](#)

Phone: (915) 213-4096; code: 661 650 140#

MONDAY, MARCH 21

5:30 to 7 p.m.

Virtual: [Microsoft Teams Link](#)

Phone: (915) 213-4096; code: 482 857 210#

WEDNESDAY, MARCH 23

9 to 10:30 a.m.

Virtual: [Microsoft Teams Link](#)

Phone: (915) 213-4096; code: 891 789 084#

TUESDAY, MARCH 29

5:30 to 7 p.m.

Virtual: [Microsoft Teams Link](#)

Phone: (915) 213-4096; code: 504 545 226#

The community may also attend a public hearing at 9 a.m. Tuesday, April 26, 2022, at the El Paso City Council meeting, 300 N. Campbell.



Timeline

- 2/26/2019
 - Amendments to both chapters passed
 - Floor Amendments passed:
 - Excluding DMD (from Chapter 5 permit)
 - Adding 350 distance requirement from residence (for Chapter 5 permit)
 - Chapter 5 permitting appeal to City Council
 - **Revisit in six months**
- 8/20/19, 9/3/19: **postponed**
- 10/15/19
 - **Proposed amendments:** to extend permit time frame to 2 am with sound impact plan and mitigation equipment installed
 - **Not passed, revisit in six months**
- COVID
- Reopening of businesses



What we will cover:

- Current law
- Benchmarking other cities
- Sample of existing data and data gathering processes
- Staff Proposed amendments
- Q&A



Current Law

EP Code Chapter 9.40 Noise Nuisance **Amended in 2019**

General noise nuisance

Three categories of violations:

- 1) noise higher than 70 dB between 10 p – 7 a
- 2) reasonable sensibilities standard (added)
- 3) Vibrations

- Violations: max fine of \$500/day



Current Law

EP Code Chapter 5.03 - Amplified Sound Permit

Created in 2019

- Only if **business is within 350 feet of a residence**
- Permit allows for amplified sound up to 70 dB from **10 pm to midnight**
- No outdoor amplified sound after midnight
- Violations: max fine of \$2,000/day



Texas Cities – Noise Ordinances

| City | Max Decibel Level | Location of Reading | Time Restrictions |
|--------------------|---|------------------------------|--|
| El Paso (current) | 70 dB | Property receiving the noise | 10 p – 7 a |
| El Paso (pre-2019) | 60-65 dB for commercial properties | Property producing the noise | 10 p – 7 a (65 dB) 7 a – 10 p (60 dB) |
| Austin | 85 dB 70 dB (if property is a restaurant) | Property producing the noise | 10 a – 2 a |
| Dallas | Greater of 49 dB or 5 dB above background (if adjacent to residential); greater of 49-63 dB or 5 dB above background (if not adjacent) | Property producing the noise | 10 p |
| Houston | Nonresidential: 68 dB Residential: 65 dB (day); 58 dB (night) | Property receiving the noise | Enforceable 24/7 |
| San Antonio | Business: 70 dB; residential: 63 dB (day) Business: 63 dB; Residential: 56 dB (night) (Riverwalk District allows 72/80) | Property receiving the noise | 10 p |



Texas Cities – Permits for Sound Amp

| City | Max Decibel Level | Location of Reading | Time Restrictions | Distance from Residential |
|-------------------|-------------------|------------------------------------|---|--|
| El Paso (current) | 70 dB | Property producing the noise | Permit required 10 p – midnight; no sound amp after midnight | 350 ft |
| Austin | 85 dB | At commercial property line | Sun – Thurs: 8 p Fri – Sat: 10 p | 600 ft |
| Dallas | N/A | N/A | N/A | N/A |
| Houston | 75 dB | At nearest receiving property line | Sun – Thurs: 8 a – 10 p; Friday – Sat: 8 am – 11p | Permit required for all businesses playing amp sound |
| San Antonio | N/A | N/A | N/A | N/A |

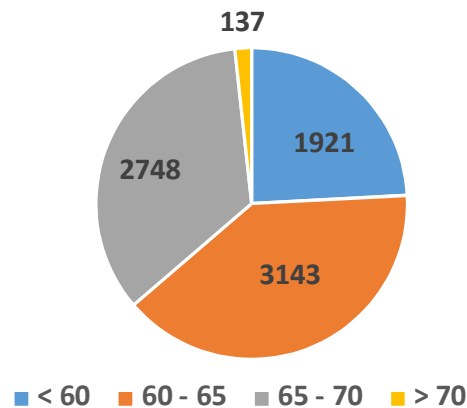


“Entertainment Districts” Noise Enforcement

Number of Noise Readings – 4/22/21-1/22/22

| Count of Violation | | | | |
|--------------------|------------------|--------|--------------|-------------|
| Command | Code Enforcement | Police | No Violation | Grand Total |
| Central | 17 | 1 | 2,108 | 2,269 |
| Mission Valley | 0 | 0 | 283 | 283 |
| Pebble Hills | 4 | 0 | 3,423 | 3,143 |
| Westside | 38 | 12 | 2,061 | 2,113 |
| Grand Total | 59 | 13 | 7,875 | 7,947 |

Over 70 dB = 1.72%
 65 to 70 dB = 34.57%
 60 to 65 dB = 39.54%
 60 dB or less = 24.17%



Total
Readings:
7,949

“Entertainment Districts” Noise Enforcement

2021:

| Police Department Commands | # Readings | # Venues | Ave dB | # Violations* |
|--|------------|----------|---------|---------------|
| WESTSIDE • 200 Cincinnati | 1,625 | 16 | 66 dB | 50 |
| PEBBLE HILLS • 3000 Zaragoza • 2100 Zaragoza • 1700 Zaragoza • 1400 Zaragoza • 1100 Airway • 1500 G. Dieter • 12000 Tierra Este • 11400 Montana • 10700 Pebble Hills | 2,878 | 31 | 62 dB | 4 |
| CENTRAL • Downtown-DMD | 374 | 13 | 60 dB | 1 |
| CENTRAL • 5 Points | 1,544 | 15 | 62 dB | 17 |
| Total | 6,421 | 75 | 62.5 dB | 72 |



*Total excludes **Reasonable Sensibility Standard** and **Vibration** Complaints filed with City Prosecutor's Office



Proposed Changes

TITLE 9, CHAPTER 9.40

Noise

Proposed Revisions – Ch. 9.40

Three categories of violations:

- Reasonable Sensibilities standard
 - Clarifying violations **can occur at any time of the day** if noise unreasonably disturbs or interferes with the sleep, peace, comfort, or repose of a person of reasonable sensibilities
- Decibel Level
 - Lowering from 70 dB to 65 dB
- Vibration Violations
 - Revising requirement from adjoining properties to affected property.

Location of Reading

- Revising location from property line of the property receiving the noise to property line of the property producing the noise (consistent for both ordinances)

Penalties – 9.40.070

- Class C Citation: max of \$500/day
- Additionally, the city may, in accordance with Chapter 54 of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter.
- The civil action may include civil penalties of up to \$1,000/day

Proposed Revisions – Ch. 9.40

Proposed Floor Amendment- **NEW ADDITION**

9.40.040 - Vibration.

It shall be unlawful for any person to create, maintain or cause any ground or airborne vibration **including bass** which is perceptible without instruments by a person at any point on any affected property **adjoining** ~~the property in which the vibration source is located~~, in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort and repose of a person of reasonable sensibilities, unless such activity is otherwise regulated under other applicable law. **A decibel level reading shall not be required for the enforcement of this section.**



TITLE 5, CHAPTER 5.03

Amplified Sound Permit





Sound Amplification Permit

- Any business entity that utilizes amplification equipment at a non-residential property **within 350 feet of a residential property** must get a sound amplification permit
 - Outdoor Area
 - **10:00PM to 12:00AM**
 - 70 Decibels



Sound Amplification Permits

- # of businesses with sound amp permit as of 1/20/22: 2
- # of businesses with pending applications: 0
- # of businesses denied: 0

** Since 2019: 12 locations began the application process, 4 expired/not renewed, 2 no applicant follow-up, 2 cancelled by customer, 2 denied, 2 active





Proposed Revisions – Ch. 5.03

- Revise definition of "Outdoor Area" to clarify that roll-up style doors, open doors, and windows constitute an outdoor area.
- Lowering decibel level from 70 dB to 65 dB
- Expand location requirement from 350 ft. to 500 ft. from residences.
- Written notice to neighbors expanded to 500 ft. (from 300 ft.); written responses expanded to 300 ft. (from 150 ft.).
- Lower revocation threshold from ten citations to two citations.
- Clarify that the City may seek injunctive relief for violations under the Texas Local Government Code.
- ***Not applicable to Downtown Management District – no change.





Sound Amplification Permit Process

| Application submitted and reviewed for completeness If incomplete returned to applicant for corrections to applicant | 2 days |
|---|------------|
| If complete Routed to GIS planner to develop mailing labels of parcels within 150' and 350' to be notified. | 2 days |
| Site Inspection conducted to verify on-site posting and location of outdoor amplification equipment | 2 days |
| Notification of intent to acquire permit mailed | 2 days |
| 30 day response allowance for notified parties | 30 days |
| Review of responses from notified parties | 2 days |
| Permit issuance If less than 25% of residential properties within 150' object – permit issued If more than 25% of residential properties within 150' object – permit denied | 1 day |
| Approximate time for permit issuance/denial | 40-45 days |

*The initial permit application fee is \$367.00 and requires yearly renewal with a 125.00 fee.

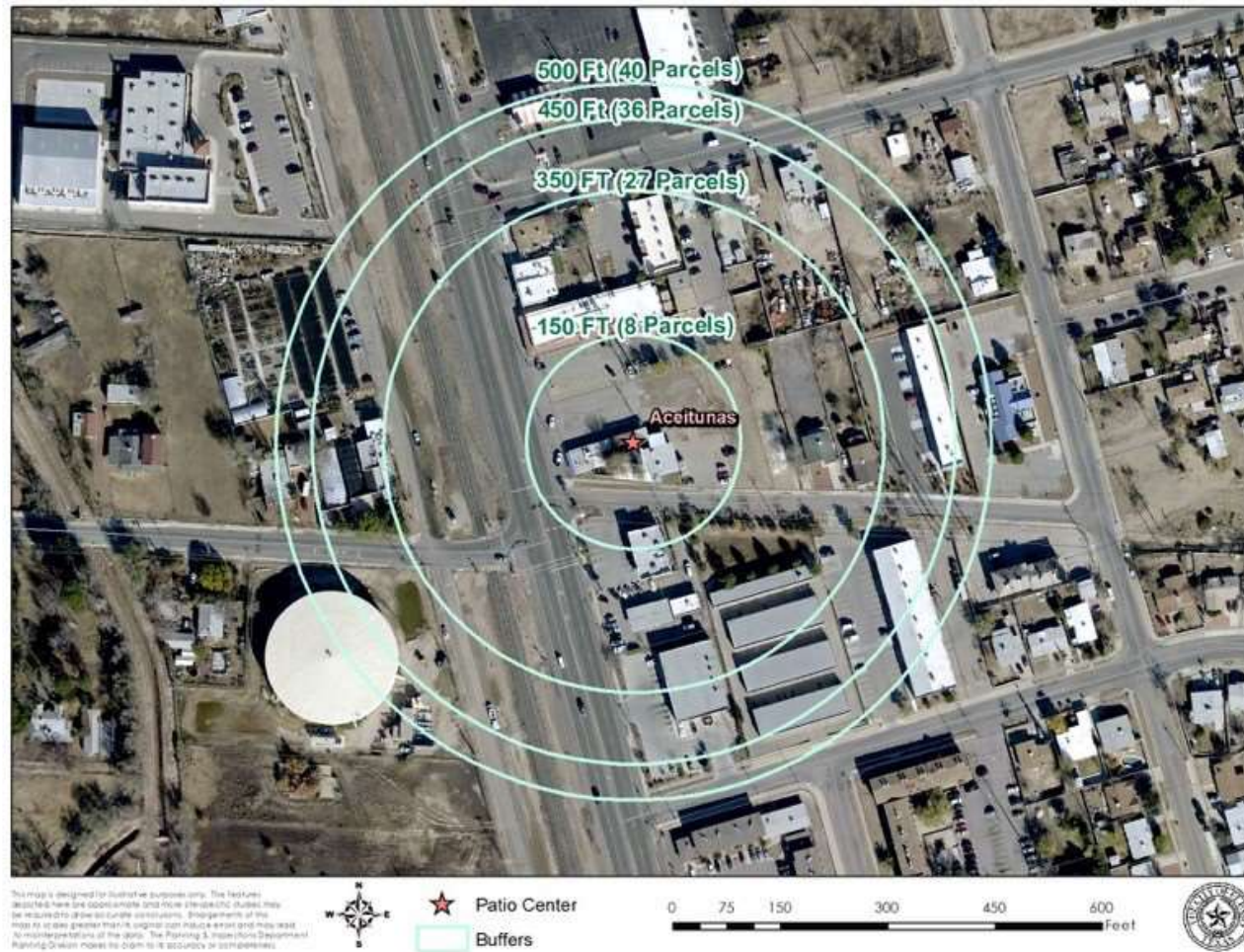
Establishment Survey

| Police Regional Command Area | Outdoor Sound Amp | No Outdoor Sound Amp | Total |
|------------------------------|--------------------|----------------------|------------|
| Central | 50 (11 DMD exempt) | 78 | 128 |
| Mission Valley | 8 | 26 | 34 |
| West Side | 59 | 113 | 172 |
| Pebble Hills | 88 | 183 | 271 |
| Northeast | 17 | 16 | 33 |
| | 222 | 416 | 638 |

34 % of establishments have outdoor sound amplification ability



Westside Regional Command





Westside Regional Command



This map is designed for illustrative purposes only. The features depicted here are approximate and have no legal effect. Users may be required to make accurate measurements. Some elements of this map may differ from the original, and users are advised to consult the original map of the data. The Planning & Information Systems Planning Section makes no claim to the accuracy of the information.

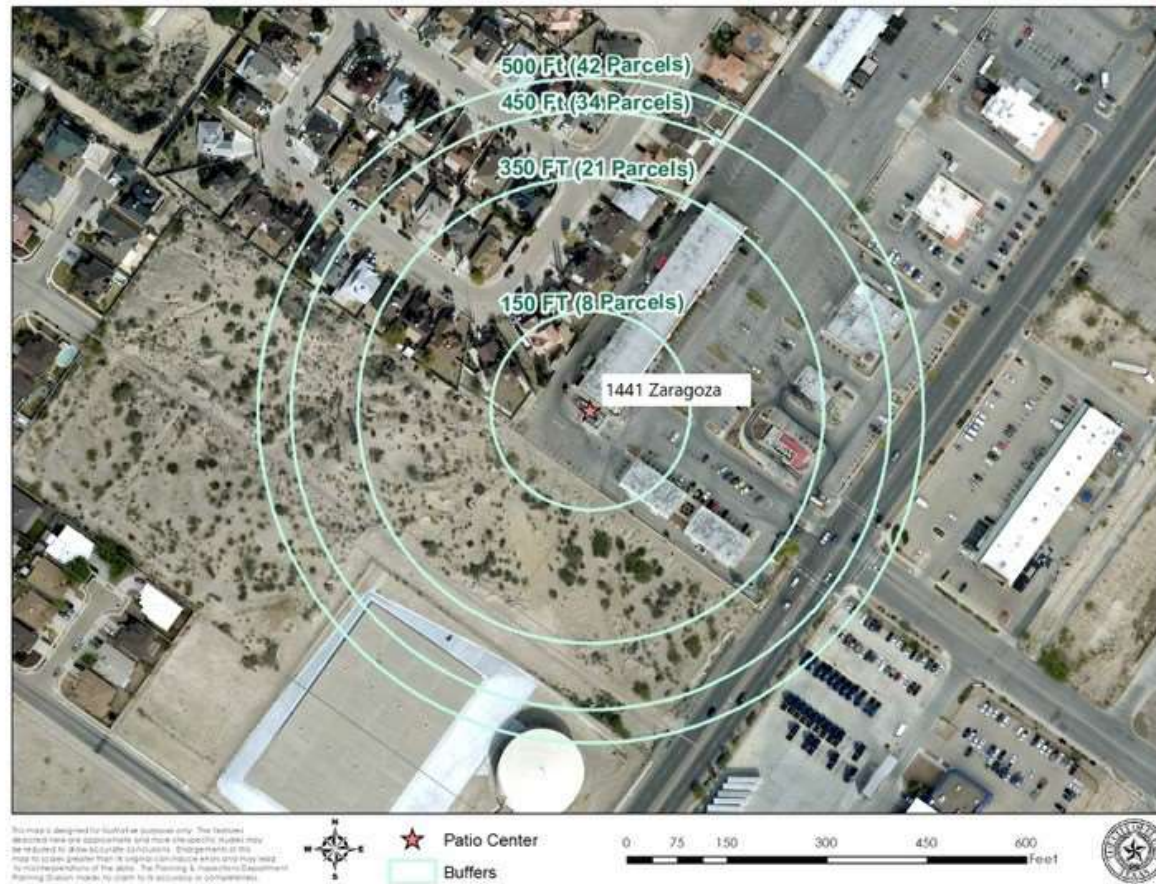


★ Patio Center
□ Buffers

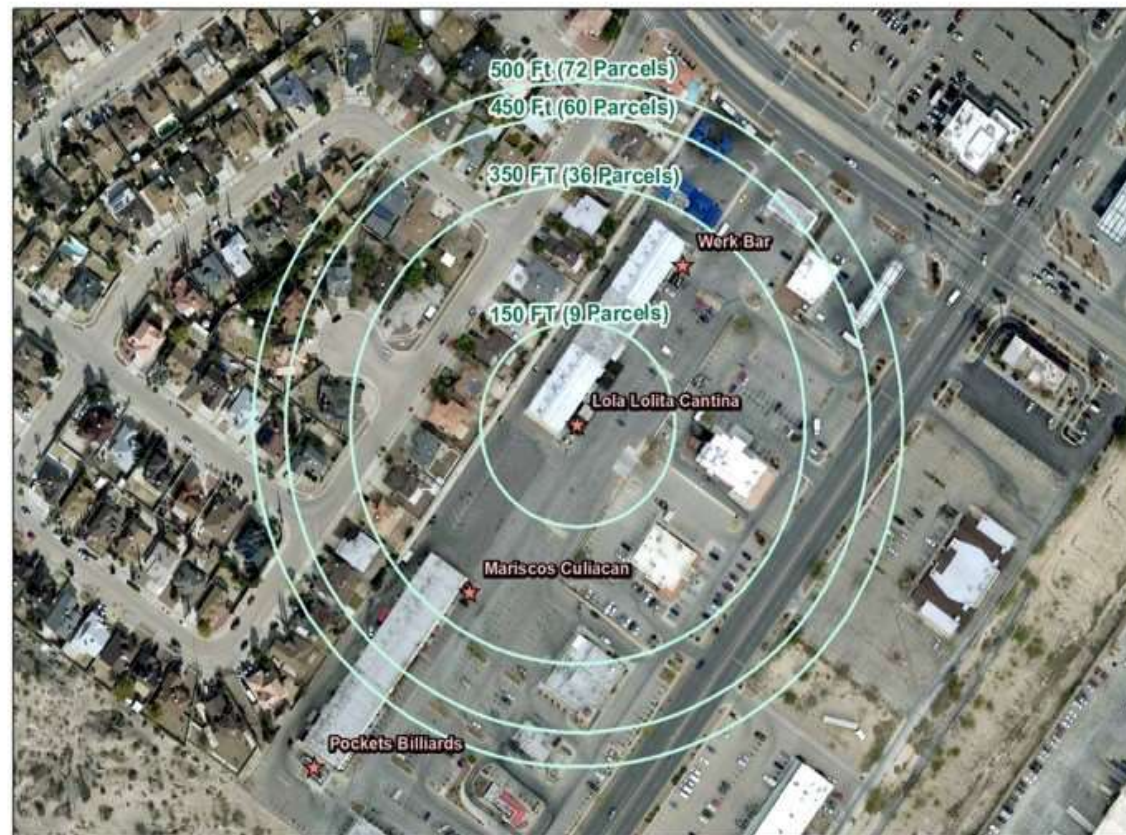
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Pebble Hills Regional Command



Pebble Hills Regional Command



This map is designed for public use only. The features depicted here are approximate and more detailed maps may be required to determine exact locations. Discrepancies of this map to other maps may be caused by errors in data or by inaccuracies of the data. The Planning & Inspection Department Planning Division makes no claim to the accuracy or completeness.



★ Patio Center
□ Buffers

0 75 150 300 450 600 Feet



Central Regional Command



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★ Patio Center
Buffers

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City Attorney's Office Prosecutors



28

Citizen Complaint Packets

- Reasonable Sensibilities Cases
- Now available to the public at the CAO website
 - <https://www.elpasotexas.gov/city-attorney/complaint-forms/>
- Videos strongly encouraged
- Identification of violating party and other elements of offense

Municipal Court Cases

- Citations/Notices of Violations from Police/Code:92
 - Violations: Max decibel level, no permit, vibrations
 - Plea/paid fine: 4
 - Reset: 59
 - Warrants: 28
 - Dismiss: 1
- City Attorney's Office cases under Reasonable Sensibilities standard in 2021-Feb 2022: 39
 - 31 Accepted
 - 6 reset
 - 25 awaiting first setting
 - 8 rejected

Questions?



Community Meeting Feedback



Community Suggestions (Business)-Noise

| | |
|--|---|
| Downtown Management District will oppose changes/seek exemption | Make no changes to ordinances |
| Texas Restaurant Association- El Paso Chapter will oppose any changes | Prohibit repeated complaints filed by a few residents |
| In Cincinnati District- add outdoor decibels as staff collected reading are incorrect | Exempt Downtown from any regulations, align with Austin allowable levels |
| Revise proposal to focus only on bad actors/repeat offenders | Data collected by staff does not support a change |

Community Suggestions (Resident)-Noise

| | |
|---|---|
| Changes to ordinances will not address greater concerns- zoning of bars near residential | Police should have the ability to order a business to turn off music immediately when found in violation |
| Adopt Austin noise ordinance (more restrictive in residential areas, vibrations, order to turn off music?) | Shut down repeat offender businesses |
| Lower decibel levels to 50 (levels before 2019 changes?) | Prohibit any noise emitting from locations near residential areas |
| Consider restricting outdoor music after 10pm | Can the citation be issued to the DJ's as well as the establishment owner? |

Community Suggestions (Business)-Permit

| | |
|--|---|
| DMD will request revision to include boundaries amended January 2020 | Eliminate Sound Amplification Permit Requirements |
| Provide a sound engineer and other financial assistance to businesses to assist in achieving compliance | Eliminate cost/fees associated with acquiring a permit or penalties, as businesses are in recovery |
| Develop process to include requirements/limits at issuance of the certificate of occupancy | Why not consider extending the timeframe from midnight to 2 am? |
| Provide a list of specific locations committing these violations- focus on these locations | Changes will potentially impact all business, not just those discussed requiring permit |

Community Suggestions (Resident)-Permit

Expand Voice of Resident to 500 feet vs 350 feet for Sound Amplification Permit Applications

Require sound proofing before any permits for occupancy or sound are issued (*Building Code)

Can restrictions be placed, regarding language (vulgar lyrics) projected by establishments?

Develop process to include requirements/limits at issuance of the certificate of occupancy

Renters should have a voice in the application process not just the owner

Community Suggestions (public meetings)-General

| | |
|---|--|
| What is the status of the creation of entertainment districts? Hospitality Industry associations should be planning committee members. | What assurance do we have that the ordinances will not need to be revised again in the near future |
| Develop more “Entertainment Districts”, allowing for relaxed/targeted regulation standard | We are discussing noise regulations now, will lighting regulations be next? Where does this end? |
| Focus on Cincinnati Entertainment District restriction | Have you considered damages to Businesses? Economic Development Department should be in the discussion |
| Consider shutting down entertainment venues at mid-night | Business and Residents should work together to strengthen neighborhood relations |
| Has a study been conducted of truly affected property owners? | |

Next Steps- Entertainment Districts CFT: Engage third party consultant



Overview:

- In-depth analysis of city's strengths, challenges, and opportunities
- Observe nightlife firsthand through district tours
 - Create focus groups and background research
- Help to build bridges of trust and communication between key stakeholders to ensure diverse voices are heard

Action Plan:

- Priorities established through interviews
- Build consensus on a course of action using best practice measures

Implementation:

- Final phase includes presentation of the comprehensive summary and action plan
- Findings presented to key decision-makers for citywide buy-in and support
- Final report will serve as a blueprint to implement the action plan
 - Final on-site meeting will review strategy for implementation, including timeline and resources required





Legislation Text

File #: 22-216, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

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

AGENDA LANGUAGE:

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

An Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), 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. [POSTPONED FROM 03-01-2022, 04-26-2022, AND 05-10-2022]

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

AGENDA DATE: February 15, 2022
PUBLIC HEARING DATE: March 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Tony De La Cruz, (915) 212-1589

DISTRICT(S) AFFECTED: All Districts

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

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

SUBJECT:

AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS), CHAPTER 5.03 (AMPLIFIED SOUND PERMIT), 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.

BACKGROUND / DISCUSSION:

Council direction to review and update the sound amplification permit ordinance for applicability and enforcement.

PRIOR COUNCIL ACTION:

City Council passed and approved Ordinance No. 018907 on February 26, 2019, amending Chapter 5.03 of the El Paso City Code relating to outdoor sound amplification.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: City Attorney's Office

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

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.

WHEREAS, City Code Title 5 (business License and Permit Regulations), contains various sections regarding permits for various topics;

WHEREAS, On February 26, 2019 City Council enacted Ordinance 018907 establishing a Sound Amplification Permit; and

WHEREAS, City Council now desires to amend Title 5 of the City Code in order to make revisions to improve the Sound Amplification Permit function and process.

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

Section 1. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article I (General Provisions) Section 5.03.020(A) and Section 5.03.020(E) (Definitions) be amended and replaced as follows:

5.03.020 (Definitions)

A. “Establishment” means any business entity in the City that utilizes amplification equipment at a non-residential property located within five hundred feet of a residential property as defined in this chapter, measured from the center of the outdoor area closest to the residential property, for the purpose of emitting sound to any outdoor area on the premises between the hours of 10:00 p.m. and 12:00 a.m.

E. “Outdoor Area” means any portion of the establishment premises that is not fully enclosed by permanent, solid walls and a roof, (including open roll-up-style doors, open windows, or open doors) where sound amplification equipment will be utilized for the enjoyment of establishment customers, includes fixed, non-portable structures used in conjunction with sound amplification equipment, including but not limited to stages, decks, risers, and lighting support structures.

Section 2. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article II (Permit Application Process) Section 5.03.040(B)(3) (Permit Application Processing) be amended and replaced as follows:

5.03.040 (Permit Application Processing)

B. Notification

1. On behalf of the applicant, the City must issue written notice of intent to acquire a permit to any property owner and any neighborhood association within a five hundred foot radius, measured from the center point of the outdoor area of the establishment. Each notification shall provide recipients with pertinent information to inform the city of the recipients' opportunity to provide comment on the application,

3. On behalf of the applicant, the permit official shall notify every abutting residential property owner and any other residential property owner(s) within a three hundred foot radius, measured from the center point of the outdoor area of the establishment, for the purpose of securing a written response from each notified property owner. Each notification shall provide recipients with pertinent information regarding his or her opportunity to contest an application. The written response to an opportunity to contest shall allow a person to submit evidence and specific reasons why the issuance of the permit would be detrimental to the community.

Section 3. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080(B)(5) (Denial) be amended and replaced as follows:

5.03.080 (Denial)

B. The permit official finds:

5. That more than twenty-five percent of the notified residential property owners within three hundred feet of the outdoor area provide the permit official with a written response contesting the permit;

Section 4. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.090(A)(2) (Suspension and Revocation) be amended and replaced as follows:

2. Except in the case of a compliance plan approved by the permit official, during the time frame covered by the plan, the permit holder is found, after notice to the permit holder and opportunity for hearing, to be in violation of a provision of this chapter or a rule adopted under this chapter, including, but not limited to the issuance of more than two citations resulting from Chapter 9.40 of the City Code, or more than two issued violations of the permit at the establishment;

Section 5. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article IV (Permit Standards) Section 5.03.110(A) (Permit Standards) be amended and replaced as follows:

5.03.110 (Permit Standards)

A. An establishment under a permit shall be allowed to emit sound up to 65 dB(A), measured by a sound meter at the property boundary.

Section 6. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130(C) (Violation) be amended and replaced as follows:

5.03.130 (Violation)

C. The City may suspend or revoke the permit when more than two violations of Chapter 9.40 have been documented and citations issued to the permit holder at the establishment to either the establishment owner, employee, or individual in control of the establishment at the time of issuing the citation.

Section 7. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130 (Violation) be amended to add Section 5.03.130(E) as follows:

5.03.130(E) (Violation)

E. The city may, in accordance with Chapter 54 of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter. The civil action may include, but is not limited to, a suit to recover a civil penalty pursuant to Section 54.017 of the Texas Local Government Code not to exceed \$1,000 for each day or portion of a day during which the violation is committed, continued, or permitted.

Except as herein amended, Title 5 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2022.

THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine, City Clerk

(Signatures Continued on Following Page)

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

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.

WHEREAS, City Code Title 5 (business License and Permit Regulations), contains various sections regarding permits for various topics;

WHEREAS, On February 26, 2019 City Council enacted Ordinance 018907 establishing a Sound Amplification Permit; and

WHEREAS, City Council now desires to amend Title 5 of the City Code in order to make revisions to improve the Sound Amplification Permit function and process.

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

Section 1. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article I (General Provisions) Section 5.03.020(A) and Section 5.03.020(E) (Definitions) be amended and replaced as follows:

5.03.020 (Definitions)

A. “Establishment” means any business entity in the City that utilizes amplification equipment at a non-residential property located within ~~three hundred fifty~~ **five hundred** feet of a residential property as defined in this chapter, measured from the center of the outdoor area closest to the residential property, for the purpose of emitting sound ~~to at~~ any outdoor area on the premises between the hours of 10:00 p.m. and 12:00 a.m.

E. “Outdoor Area” means any portion of the establishment premises that is not fully enclosed by permanent, solid walls and a roof, ~~and is identified in the sound impact plan~~ **(including open roll-up-style doors, open windows, or open doors)** where sound amplification equipment will be utilized for the enjoyment of establishment customers, includes fixed, non-portable structures used in conjunction with sound amplification equipment, including but not limited to stages, decks, risers, and lighting support structures.

Section 2. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article II (Permit Application Process) Section 5.03.040(B)(3) (Permit Application Processing) be amended and replaced as follows:

5.03.040 (Permit Application Processing)

B. Notification

1. On behalf of the applicant, the City must issue written notice of intent to acquire a permit to any property owner and any neighborhood association within a ~~three hundred fifty~~ **five hundred** foot radius, measured from the center point of the outdoor area of the establishment. Each notification shall provide recipients with pertinent information to inform the city of the recipients' opportunity to provide comment on the application,

3. On behalf of the applicant, the permit official shall notify every abutting residential property owner and any other residential property owner(s) within a ~~one hundred fifty~~ **three hundred** foot radius, measured from the center point of the outdoor area of the establishment, for the purpose of securing a written response from each notified property owner. Each notification shall provide recipients with pertinent information regarding his or her opportunity to contest an application. The written response to an opportunity to contest shall allow a person to submit evidence and specific reasons why the issuance of the permit would be detrimental to the community.

Section 3. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080(B)(5) (Denial) be amended and replaced as follows:

5.03.080 (Denial)

B. The permit official finds:

5. That more than twenty-five percent of the notified residential property owners within ~~one hundred fifty~~ **three hundred** feet of the outdoor area provide the permit official with a written response contesting the permit;

Section 4. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.090(A)(2) (Suspension and Revocation) be amended and replaced as follows:

2. Except in the case of a compliance plan approved by the permit official, during the time frame covered by the plan, the permit holder is found, after notice to the permit holder and opportunity for hearing, to be in violation of a provision of this chapter or a rule adopted under this chapter, including, but not limited to the issuance of more than ~~ten~~ **two** citations resulting from Chapter 9.40 of the City Code, or more than two issued violations of the permit at the establishment;

Section 5. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article IV (Permit Standards) Section 5.03.110(A) (Permit Standards) be amended and replaced as follows:

5.03.110 (Permit Standards)

22-1152-1154/RTA

Title 5- Sound Amplification Permit

A. An establishment under a permit shall be allowed to emit sound up to ~~65 70~~ dB(A), measured by a sound meter at the property boundary.

Section 6. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130(C) (Violation) be amended and replaced as follows:

5.03.130 (Violation)

C. The City may suspend or revoke the permit when more than ~~two ten~~ violations of Chapter 9.40 have been documented and citations issued to the permit holder at the establishment to either the establishment owner, employee, or individual in control of the establishment at the time of issuing the citation.

Section 7. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130 (Violation) be amended to add Section 5.03.130(E) as follows:

5.03.130(E) (Violation)

E. ~~The city may, in accordance with Chapter 54 of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter. The civil action may include, but is not limited to, a suit to recover a civil penalty pursuant to Section 54.017 of the Texas Local Government Code not to exceed \$1,000 for each day or portion of a day during which the violation is committed, continued, or permitted.~~

Except as herein amended, Title 5 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2022.

THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT

Philip F. Etiwe, Director
Planning & Inspections Department



Ordinances Amending
TITLE 9 – Health and Safety
Noise Nuisance

TITLE 5 – Business License and Permit Regulations
Sound Amplification Permit

GOAL 2 – Set Standard for a Safe & Secure City

Strategic Goal Alignment

- 2.1 Maintain standing as one of the nation's top safest cities
- 2.2 Strengthen community involvement in resident safety
- 2.3 Increase public safety operational efficiency
- 2.8 Implement effective code enforcement strategies to reduce nuisances, enhance visual appearance and improve overall health and safety
- 6.4 Implement leading-edge practices for achieving quality and performance excellence
- 6.5 Deliver services timely and efficiently with focus on continual improvement



Review:

- Current law
- Benchmarking other cities
- Existing data and data gathering processes
- Proposed amendments

2 Sources of Current Law

- EP Code Chapter 9.40 Noise Nuisance
 - Amended in 2019
 - General noise nuisance
 - Three categories of violations: 1) noise higher than 70 dB between 10 p – 7 a
 - 2) reasonable sensibilities standard 3) vibrations
 - Violations: max fine of \$500/day
- EP Code Chapter 5.03 - Amplified Sound Permit
 - Created in 2019
 - Only if business is within 350 feet of a residence
 - Permit allows for amplified sound up to 70 dB from 10 pm to midnight
 - No outdoor amplified sound after midnight
 - Violations: max fine of \$2,000/day

Texas Cities – Noise Ordinances

| City | Max Decibel Level | Location of Reading | Time Restrictions |
|--------------------|---|------------------------------|--|
| El Paso (current) | 70 dB | Property receiving the noise | 10 p – 7 a |
| El Paso (pre-2019) | 60-65 dB for commercial properties | Property producing the noise | 10 p – 7 a (65 dB) 7 a – 10 p (60 dB) |
| Austin | 85 dB 70 dB (if property is a restaurant) | Property producing the noise | 10 a – 2 a |
| Dallas | Greater of 49 dB or 5 dB above background (if adjacent to residential); greater of 49-63 dB or 5 dB above background (if not adjacent) | Property producing the noise | 10 p |
| Houston | Nonresidential: 68 dB Residential: 65 dB (day); 58 dB (night) | Property receiving the noise | Enforceable 24/7 |
| San Antonio | Business: 70 dB; residential: 63 dB (day) Business: 63 dB; Residential: 56 dB (night) (Riverwalk District allows 72/80) | Property receiving the noise | 10 p |

Texas Cities – Permits for Sound Amp

| City | Max Decibel Level | Location of Reading | Time Restrictions | Distance from Residential |
|-------------------|-------------------|------------------------------------|--|--|
| El Paso (current) | 70 dB | Property producing the noise | Permit required 10 p – midnight; no sound amp after midnight | 350 ft |
| Austin | 85 dB | At commercial property line | Sun – Thurs: 8 p Fri – Sat: 10 p | 600 ft |
| Dallas | N/A | N/A | N/A | N/A |
| Houston | 75 dB | At nearest receiving property line | Sun – Thurs: 8 a – 10 p; Friday – Sat: 8 am – 11p | Permit required for all businesses playing amp sound |
| San Antonio | N/A | N/A | N/A | N/A |

Timeline

- 2/26/2019
 - Amendments to both chapters passed
 - Floor Amendments passed:
 - Excluding DMD (from Chapter 5 permit)
 - Adding 350 distance requirement from residence (for Chapter 5 permit)
 - Chapter 5 permitting appeal to City Council
 - Revisit in six months
- 8/20/19, 9/3/19: postponed
- 10/15/19
 - Proposed amendments: to extend permit time frame to 2 am with sound impact plan and mitigation equipment installed
 - Not passed, revisit in six months
- COVID
- Reopening of businesses



Outreach

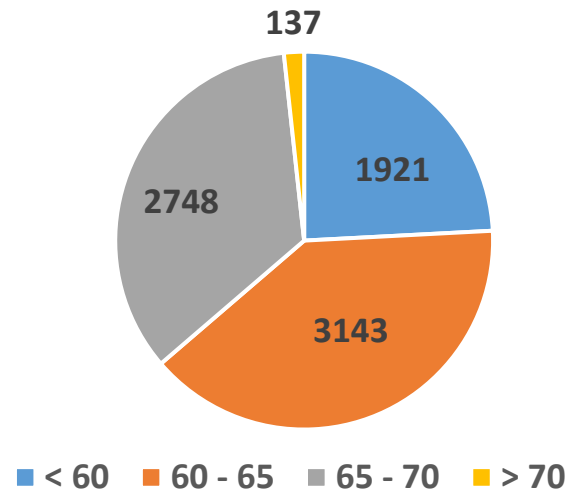
- Neighborhood meetings
- Citizen calls
- El Paso Police Department – Regional Command meetings
 - Citizens – Neighborhood Associations - Businesses
- Entertainment District Cross Functional Team
 - Operational Departments:
 - Police Department
 - Code Enforcement
 - Planning and Inspections
 - Streets and Maintenance
 - City Attorney's Office
 - District Representatives #1, 2, 5, and 7

“Entertainment Districts” Noise Enforcement

Number of Noise Readings – 4/22/21-1/22/22

| Count of Violation | | | | |
|--------------------|------------------|----|-------|-------------|
| Command | Code Enforcement | PD | None | Grand Total |
| Central | 17 | 1 | 2,108 | 2,269 |
| Mission Valley | 0 | 0 | 283 | 283 |
| Pebble Hills | 4 | 0 | 3,423 | 3,143 |
| Westside | 38 | 12 | 2,061 | 2,113 |
| Grand Total | 59 | 13 | 7,875 | 7,947 |

Over 70 db = 1.72%
 65 to 70 db = 34.57%
 60 to 65 db = 39.54%
 60 db or less = 24.17%



Total
Readings:
7,949

“Entertainment Districts” Noise Enforcement

2021:

| PD Commands | # Readings | # Venues | Ave dB | # Violations |
|---|------------|----------|---------|--------------|
| Westside • 200 Cincinnati | 1,625 | 16 | 66 dB | 50 |
| Pebble Hills • 3000 Zaragoza • 2100 Zaragoza • 1700 Zaragoza • 1400 Zaragoza • 1100 Airway • 1500 G. Dieter • 12000 Tierra Este • 11400 Montana • 10700 Pebble Hills | 2,878 | 31 | 62 dB | 4 |
| Central • Downtown-DMD | 374 | 13 | 60 dB | 1 |
| Central • 5 Points | 1,544 | 15 | 62 dB | 17 |
| Total | 6,421 | 75 | 62.5 dB | 72 |

Cincinnati Area Special Operations

Noise Enforcement

April 22, 2021 – Jan 22, 2022

- Noise Violations – Cincinnati Entertainment District: 50
- **DB Actual Average = 63.03**
- **DB Ambient Average = 59.86**

April 22, 2021 – Jan 22, 2022

Noise Disturbance Calls:

- 131 Calls for Police Service:
- Noise Disturbance / Nuisance Calls

Cincinnati Area Special Operations

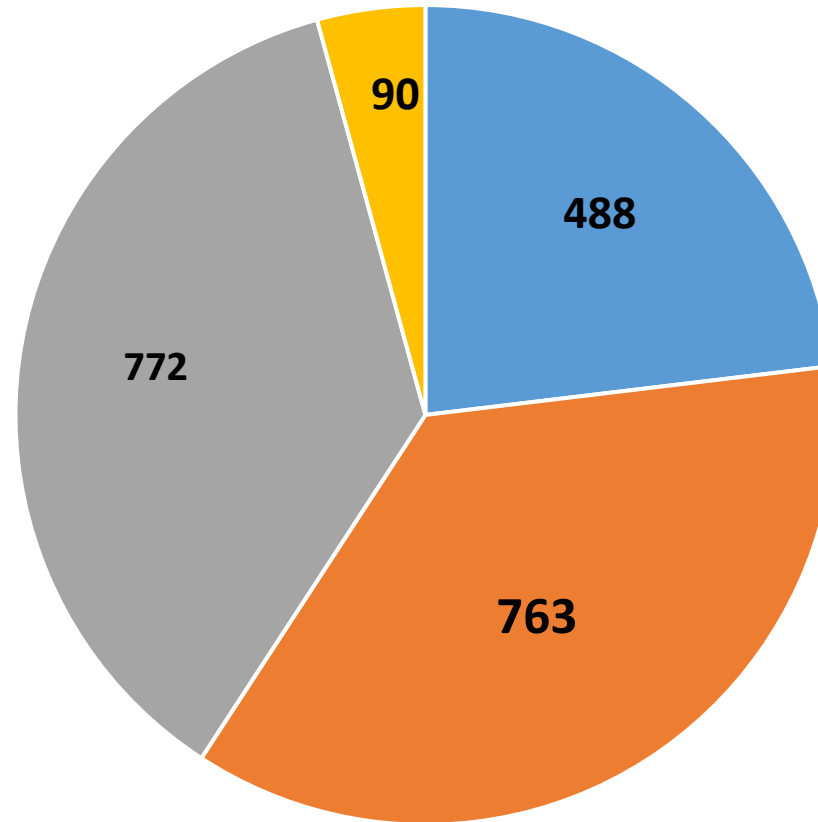
Noise Readings and Violations

| Count of Violation | | | | |
|--------------------|------------------|--------|------|-------------|
| Business | Code Enforcement | Police | None | Grand Total |
| Champagne Villain | 1 | | 218 | 219 |
| Chino Chido | | | 78 | 78 |
| College Dropout | 4 | 2 | 185 | 191 |
| Ditzy Duck | 6 | 1 | 121 | 128 |
| El Rey Muerto | | | 2 | 2 |
| Faded Barber | 1 | | 6 | 7 |
| Fools Gold | 3 | | 195 | 198 |
| Geogeske G2 | | | 169 | 169 |
| Good Times | 4 | | 213 | 217 |
| Lost And Found Bar | 3 | 1 | 225 | 229 |
| Palomino | 8 | 4 | 208 | 220 |
| Profe | 5 | 4 | 154 | 163 |
| Rockin Cigar | | | 208 | 208 |
| Sister Esthers Bar | 3 | | 80 | 83 |
| Spirit Of 66 | | | 1 | 1 |
| Grand Total | 38 | 12 | 2063 | 2113 |

Cincinnati Area Special Operations

Number of Noise Readings – 4/22/21 - 1/22/22

Total
Readings:
2,113



Over 70 db = 4.26%
65 to 70 db = 36.54%
60 to 65 db = 36.11%
60 db or less = 23.1 %

■ < 60 ■ 60 - 65 ■ 65 - 70 ■ > 70



Proposed Changes

TITLE 9, CHAPTER 9.40

Noise

Proposed Revisions – Ch. 9.40

- Reasonable Sensibilities standard
 - Clarifying violations can occur at any time of the day if noise unreasonably disturbs or interferes with the sleep, peace, comfort, or repose of a person of reasonable sensibilities
- Location of Reading
 - Revising location from property line of the property receiving the noise to property line of the property producing the noise
- Decibel Level
 - Lowering from 70 dB to 65 dB
- Vibration Violations
 - Revising requirement from adjoining properties to affected property.

Penalties – 9.40.070

- Class C Citation: max of \$500/day
- Additionally, the city may, in accordance with Chapter 54 of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter.
- The civil action may include civil penalties of up to \$1,000/day



TITLE 5, CHAPTER 5.03

Amplified **Sound** Permit

Sound Amplification Permit

- Any business entity that utilizes amplification equipment at a non-residential property within 350 feet of a residential property must get a sound amplification permit
 - Outdoor Area
 - 10:00PM to 12:00AM
 - 70 Decibels



Sound Amplification Permits

- # of businesses with sound amp permit as of 1/20/22: 2
- # of businesses with pending applications: 0
- # of businesses denied: 0



Proposed Revisions – Ch. 5.03

- Revise definition of "Outdoor Area" to clarify that roll-up style doors, open doors, and windows constitute an outdoor area.
- Lowering decibel level from 70 dB to 65 dB
- Expand location requirement from 350 ft. to 500 ft. from residences.
- Written notice to neighbors expanded to 500 ft. (from 300 ft.); written responses expanded to 300 ft. (from 150 ft.).
- Lower revocation threshold from ten citations to two citations.
- Clarify that the City may seek injunctive relief for violations under the Texas Local Government Code.
- ***Not applicable to Downtown Management District – no change.



Sound Amplification Permit Process

| Application submitted and reviewed for completeness If incomplete returned to applicant for corrections to applicant | 2 days |
|---|------------|
| If complete Routed to GIS planner to develop mailing labels of parcels within 150' and 350' to be notified. | 2 days |
| Site Inspection conducted to verify on-site posting and location of outdoor amplification equipment | 2 days |
| Notification of intent to acquire permit mailed | 2 days |
| 30 day response allowance for notified parties | 30 days |
| Review of responses from notified parties | 2 days |
| Permit issuance If less than 25% of residential properties within 150' object – permit issued If more than 25% of residential properties within 150' object – permit denied | 1 day |
| Approximate time for permit issuance/denial | 40-45 days |



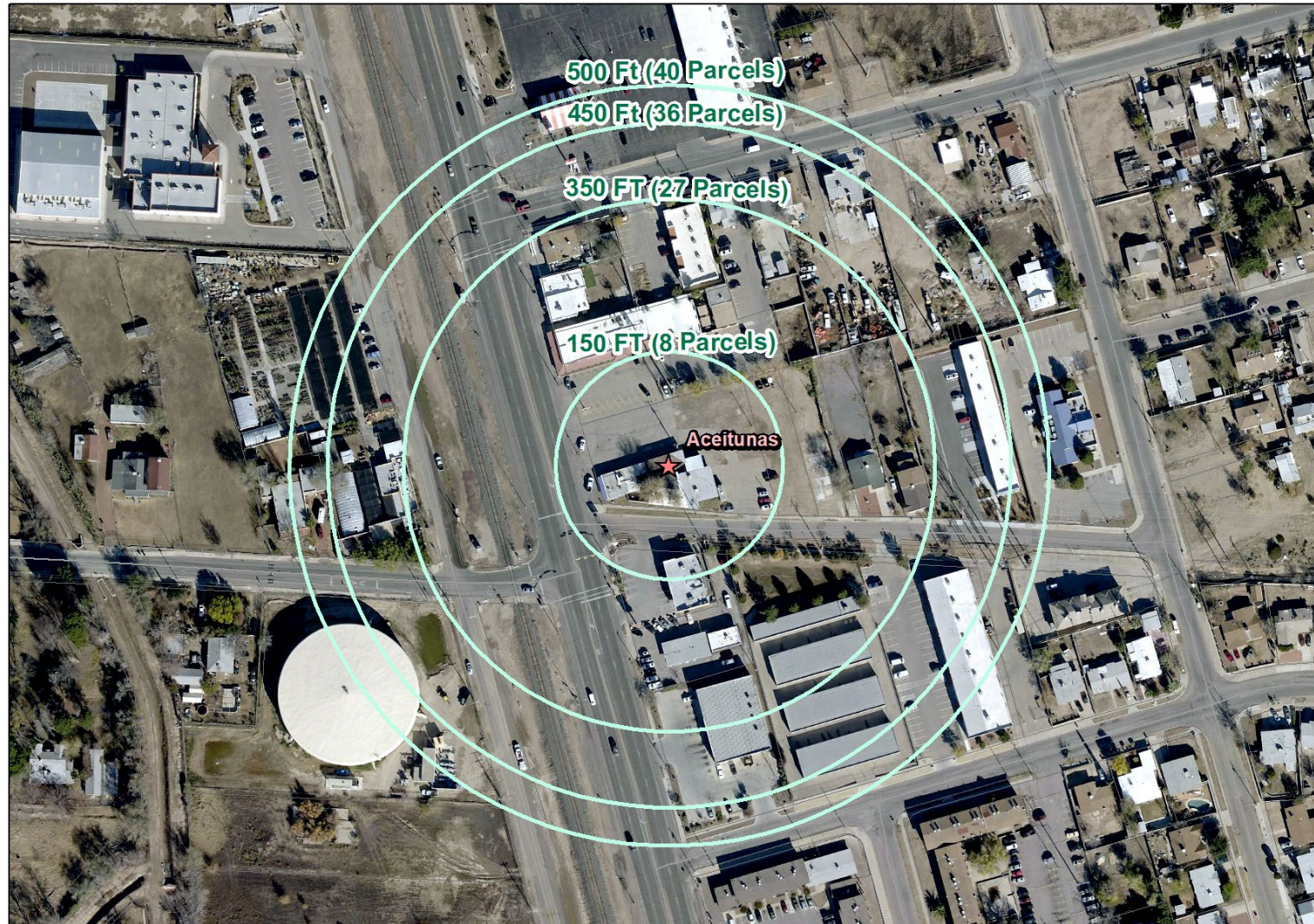
Establishment Survey

| Police Regional Command Area | Outdoor Sound Amp | No Outdoor Sound Amp | Total |
|------------------------------|--------------------|----------------------|------------|
| Central | 50 (11 DMD exempt) | 78 | 128 |
| Mission Valley | 8 | 26 | 34 |
| West Side | 59 | 113 | 172 |
| Pebble Hills | 88 | 183 | 271 |
| Northeast | 17 | 16 | 33 |
| | 222 | 416 | 638 |

34 % of establishments have outdoor sound amplification ability



Westside Regional Command



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.



★ Patio Center
□ Buffers

0 75 150 300 450 600 Feet



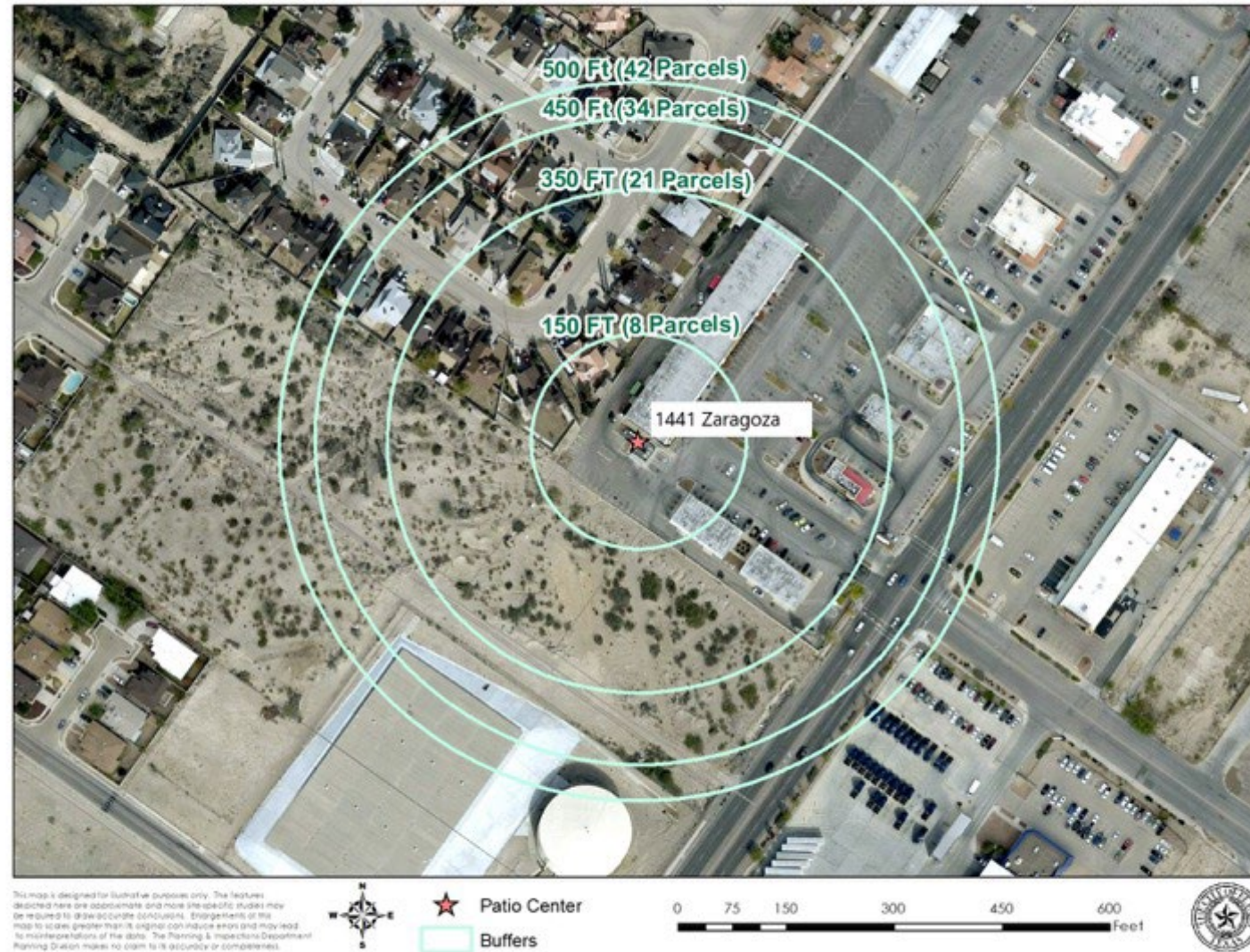
Pebble Hills Regional Command



Westside Regional Command



Pebble Hills Regional Command



Pebble Hills Regional Command



Central Regional Command



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 scale may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



★ Patio Center
□ Buffers

0 75 150 300 450 600 Feet





City Attorney's Office Prosecutors

Citizen Complaint Packets

- Reasonable Sensibilities Cases
- Now available to the public at the CAO website
 - <https://www.elpasotexas.gov/city-attorney/complaint-forms/>
- Videos strongly encouraged
- Identification of violating party and other elements of offense

Municipal Court Cases

- Citations/Notices of Violations from Police/Code:92
 - Violations: Max decibel level, no permit, vibrations
 - Plea/paid fine: 4
 - Reset: 59
 - Warrants: 28
 - Dismiss: 1
- City Attorney's Office cases under Reasonable Sensibilities standard in 2021-Feb 2022: 39
 - 31 Accepted
 - 6 reset
 - 25 awaiting first setting
 - 8 rejected

Questions?

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



Legislation Text

File #: 22-677, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Economic and International Development, Elizabeth Triggs, (915) 212-1619

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 that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between City of El Paso ("City") and Champlain Cable Texas Corporation, a Wyoming Corporation; Champlain Cable Texas Lease Corporation, a Wyoming Corporation; and Champlain Cable Corporation, a Delaware Corporation; (jointly as "Applicant") in support of a plant expansion project located at 9600 Pan American Boulevard, El Paso, Texas, 79927. The project includes the expansion of existing manufacturing operations. The Agreement requires the Applicant to make a minimum investment of \$5,686,000. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$285,279.00 in the form of a Property Tax Rebate; a Development Fee Rebate; and a Construction Materials Sales Tax Rebate.

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

AGENDA DATE: June 7, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Craigo, 915-212-1617,
Elizabeth Triggs 915-212-1619

DISTRICT(S) AFFECTED: 7

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

SUBGOAL: Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

A resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the City of El Paso ("City") and Champlain Cable Texas Corporation, a Wyoming Corporation; Champlain Cable Texas Lease Corporation, a Wyoming Corporation; and Champlain Cable Corporation, a Delaware Corporation; (jointly as "Applicant") in support of a plant expansion project located at 9600 Plaza Circle, El Paso, Texas. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$285,279.00. The Agreement requires the Applicant to make a minimum investment of \$5,686,000.

BACKGROUND / DISCUSSION:

Founded in 1955, Champlain Cable designs and manufactures premium-quality wire and cable products with a special focus on developing solutions for use in extreme environmental conditions. Headquartered in Vermont, their research and development team has been leading the industry with cutting-edge technology supplying the automotive, commercial vehicle, military, data transmission and industrial markets. They established a manufacturing arm in El Paso in 2007 to optimize their supply chain with their Mexican clientele. Since then they have continued to grow and invest in El Paso. Champlain is now planning to create 29 new full-time positions in addition to maintaining at least 70 existing full-time positions. They will also invest a minimum of \$5,686,000 in machinery, computers and leasehold improvements. They are a key supplier to the advanced manufacturing industry.

Upon satisfying all contract metrics, they will be eligible to receive economic incentives not to exceed \$285,279.00 in the form of a Property Tax Rebate; a Development Fee Rebate; and a Construction Materials Sales Tax Rebate.

PRIOR COUNCIL ACTION:

10/6/2014- Chapter 380 Agreement was approved between the City of El Paso and Champlain Cable Corporation

2/14/2012- Chapter 380 Agreement was approved between the City of El Paso and Champlain Cable Corporation

3/20/2007- Chapter 380 Agreement was approved between the City of El Paso and Champlain Cable Corporation

AMOUNT AND SOURCE OF FUNDING:

480 – 2323 – 48040 – 522360 (Property Tax/Development Fees Rebates)

480 – 2323 – 48040 – 522370 (Sales Tax Rebates)

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic and International Development
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between **CITY OF EL PASO** (“City”) and **CHAMPLAIN CABLE TEXAS CORPORATION**, a Wyoming Corporation; **CHAMPLAIN CABLE TEXAS LEASE CORPORATION**, a Wyoming Corporation; and **CHAMPLAIN CABLE CORPORATION**, a Delaware Corporation; (jointly as “Applicant”) in support of a plant expansion project located at 9600 Pan American Boulevard, El Paso, Texas, 79927. The project includes the expansion of existing manufacturing operations. The Agreement requires the Applicant to make a minimum investment of \$5,686,000. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$285,279.00 in the form of a Property Tax Rebate; a Development Fee Rebate; and a Construction Materials Sales Tax Rebate.

APPROVED this _____ day of _____, 20_____.

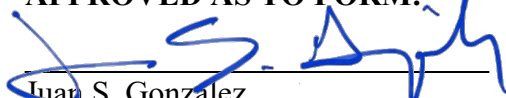
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic & Int'l Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT**

This Chapter 380 Economic Development Program Agreement (“Agreement”) is made and entered into by and between the City of El Paso, Texas, a Texas home rule municipal corporation, (the “City”) and **CHAMPLAIN CABLE TEXAS CORPORATION, a Wyoming Corporation (“CCTC”); CHAMPLAIN CABLE TEXAS LEASE CORPORATION, a Wyoming Corporation (“CCTLC”); CHAMPLAIN CABLE CORPORATION, a Delaware Corporation (“CCC”);** and jointly as (“Applicant” or “Champlain”), for the purposes and considerations stated below:

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code (“Chapter 380”) to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380, for the expansion of a development located at 9600 Pan American Boulevard and 9560 Plaza Circle, El Paso, Texas, El Paso County and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City and Applicant desire that development and expansion occur in the City of El Paso; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **“Affiliate”** means with respect to any specified person or entity, any other person or entity that, directly or indirectly, controls, is under common control with, or is controlled by such specified person or entity. For purposes of this definition, the term “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, through ownership of voting securities or through partnership interest.
- B. **“Agreement”** means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.

- C. **“Applicant”** means Champlain Cable Texas Corporation and Champlain Cable Texas Lease Corporation; both Wyoming Corporations; and Champlain Cable Corporation, a Delaware Corporation.
- D. **“Base Year Value”** means valuation of the real and personal property by the El Paso Central Appraisal District on the rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is **\$5,886,000**.
- E. **“Construction Materials Sales Tax Rebate”** means a one-time 100% rebate of the City’s 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed **\$3,750**.
- F. **“Development”** means the expansion as more fully described on **Exhibit A**, which is attached hereto and incorporated herein for all purposes.
- G. **“Development Fee Rebate”** means a one-time 100% rebate of certain development fees based on the fee schedule attached as Exhibit A to Ordinance 018581. The Development Fee Rebate shall not exceed **\$21,000** and will be rebated upon the Applicant’s provision of the Grant Submittal Package demonstrating that the total construction cost for the Development is greater than the Base Year Value.
- H. **“Effective Date”** means the date the El Paso City Council approves the Agreement.
- I. **“Full-Time Employment”** mean a job in El Paso, Texas that:
- a) Is created and/or retained by the Applicant, where the employee is on active status and on the payroll of the Applicant on the last day of the reporting year;
 - b) Maintains employment where an employee must work no less than 35 hours a week, calculated as Total Hours worked/Number of weeks worked = 35 or more hours worked per week; and
 - c) Has full company benefits, including company paid health insurance (Employee must not be required to pay more than fifty percent (50%) of the premium) with such jobs being located at the Development, within the City of El Paso, Texas. These requirements are more completely described in Exhibit D, which is attached hereto and incorporated herein for all purposes.
- J. **“Full-Time Employment Retention”** means the Applicant shall retain its existing workforce at its facilities at 9600 Pan American Boulevard and 9560 Plaza Circle, El Paso, Texas, which the parties agree currently represents the equivalent of a minimum **70** Full-Time Employment positions.
- K. **“Full-Time Employment Expansion”** The Applicant agrees that, in addition to maintaining at least 70 existing, Full-Time Employment positions, it shall create **29** new Full-Time positions according to the applicable Plan described in Exhibit B, and shall maintain the Full-

Time Employment positions for the Project through the entire Grant Period of the Economic Development Agreement.

- L. **“Grant”** means each rebate payment made by the City to the Applicant pursuant to the terms of this Agreement. The aggregate amount that the City will provide in Grants shall not exceed **\$285,279.00**. This aggregate amount reflects the sum total of all applicable rebates.
- M. **“Grant Submittal Package”** means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as **Exhibit C** to this Agreement.
- N. **“Median County Wage”** means the median hourly wage established for the El Paso, Texas Metropolitan Area by the U.S. Bureau of Labor Statistics, as adjusted on January 1 of each year. The Grant Payment eligibility is based on the Median Area Wage that is the greater of: 1) the Median Area Wage established for 2022 which is \$14.71 or 2) the Median Area Wage established as of January 1 of the applicable grant year.
- O. **“Minimum Appraisal Value”** means the valuation of the Real Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is **\$4,392,275**. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value
- P. **“Minimum Investment”** means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment is **\$5,686,000.00**.
- Q. **“Property Tax Rebate”** means a rebate, according to the Incremental Property Tax Rebate Table found in Exhibit D of this Agreement, of the City’s portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Property Tax Rebate amount shall not exceed **\$260,529.00**.
- R. **“Qualified Expenditures”** means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.
- S. **“Real Property”** means the real property leased by Applicant located at 9600 Pan American Boulevard, El Paso, Texas, El Paso County and described on Exhibit A, which is attached and incorporated by reference. The Real Property is the location for Applicant’s proposed Development.

SECTION 2. TERM AND GRANT PERIOD.

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) ten years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing (“Term”).
- B. Applicant’s eligibility for Grant payments shall be limited to ten consecutive years within the Term of this Agreement (the “Grant Period”). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) Applicant shall renovate or construct, at its sole cost and expense, the Development and shall expend a minimum of **\$5,686,000.00** in Qualified Expenditures to construct the Development.
- (2) Applicant shall obtain all building permits for the Development within six months after the Effective Date.
- (3) Within twelve months after the Effective Date, Applicant shall submit documentation to the City to verify the following:
 - (a) The expenditure of a minimum of **\$5,686,000.00** in Qualified Expenditures; and
 - (b) That Applicant has received a Certificate of Occupancy for the Development.
- (4) Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by El Paso City Council.
- (5) Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.
- (6) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.

(7) Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.

(8) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.

(9) Applicant agrees that during the Term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of \$7,059,390.00 or less. It is the intent of the parties that the assessed value of the Property on the tax rolls have a base value of \$4,392,275 during the Term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, nor the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development.

(10) Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

B. EMPLOYMENT POSITIONS

(1) Applicant agrees that it shall create, staff, and maintain the Full-Time Employment positions described in Exhibit E for the Development as of December 31 of the applicable year, and shall maintain the Full-Time Employment positions for the Development through the entire Grant Period of this Agreement. Applicant shall maintain the Full-Time Employment positions for each quarter of each fiscal year with the total per day hours worked averaged over each fiscal quarter. The transfer of an existing Full-Time Employment position from Applicant's existing business site to Applicant's new Development does not qualify as creating and staffing a Full-Time Employment position for purposes of this Agreement.

(2) Applicant shall provide the City with an annual report by **May 24** of each year during the Term of this Agreement, certifying the status of compliance through the preceding year. Such annual report shall include the number of new jobs created and retained for the Development, information on any new investments in the Development, and any other information relevant to the Development and the City's economic development goals. Documentation for jobs may be in the form of quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports, or employee rosters that show the hours worked and the positions filled. Applicant shall also provide the City with such other reports as may reasonably be required.

C. **GRANT SUBMITTAL PACKAGE.**

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on **May 24, 2023**, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after **May 24** of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.
- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed **\$3,750.00** in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Development Fee Rebate not to exceed **\$21,000.00** in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Property Tax Rebate not to exceed **\$260,529.00** in accordance with the terms and provisions of this Agreement.
- D. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through D shall constitute an Event of Default:

- A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply

with or to perform any obligation or condition of any other agreement between the City and Applicant.

- B. **False Statements.** Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after Applicant learns of its false or misleading nature.
- C. **Insolvency.** Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant.
- D. **Property Taxes.** If Applicant allows its personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.
- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 30 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the 30 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 4 of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal.

SECTION 8. MISCELLANEOUS PROVISIONS.

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- D. **Assignment.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant or Grants that are subject of this Agreement without the City's consent to assignment. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of the taxes rebated prior to the attempted transfer.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Applicant to the same.
- F. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.

- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- I. **Force Majeure.** The parties agree that if the performance of any obligations hereunder is delayed by reason of war, civil disturbance, acts of God, inclement weather, fire or other casualty, natural disaster, strike, lockout, national or regional emergency, or other similar events beyond the control of the delayed part, that is not the result of negligence or intentional act or misconduct, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- J. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- K. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- L. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when (i) actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below; (ii) sent via electronic transmission to the email addresses set forth below; or (iii) when delivered by hand-delivery. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required Grant Submittal Packages and other required

documentation to City electronically at the following address:
EDcompliance@elpasotexas.gov.

APPLICANT: Champlain Cable Corporation
9560 Plaza Circle
El Paso, Texas 79927

CCTC: Champlain Cable Texas Corporation
9560 Plaza Circle
El Paso, Texas 79927

CCTLCL: Champlain Cable Texas Lease Corporation
9560 Plaza Circle
El Paso, Texas 79927

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

Copy To: City of El Paso
Economic and Int'l Development
Department Director
P.O. Box 1890
El Paso, Texas 79950-1890

- M. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.
- N. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

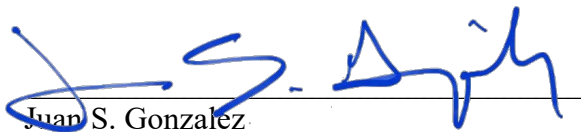
[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereby execute this Agreement this _____, day
of _____, 20____.

CITY OF EL PASO:


Tomás González
City Manager

APPROVED AS TO FORM:



Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____,
2022, by Tomás González as City Manager of the City of El Paso, Texas, on behalf of the
City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

[Signatures continue on the following page]

APPLICANT:
CHAMPLAIN CABLE TEXAS
CORPORATION,
a Wyoming Corporation
("CCTC")

Timothy A. Lizotte
Name: TIMOTHY A. LIZOTTE
Title: CFO

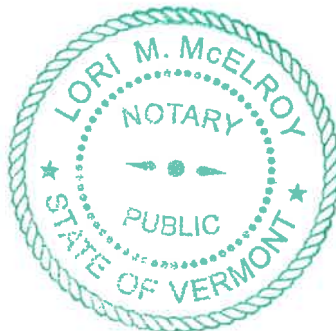
ACKNOWLEDGMENT

STATE OF §
COUNTY OF §
§


This instrument was acknowledged before me on the 26th day of May,
20 22, by Timothy Lizotte, as CFO of Champlain Cable Texas
Corporation, a corporation formed under the laws of Wyoming (APPLICANT).

Lori M. McElroy
Notary Public, State of Vermont

My Commission Expires: 1/31/23




APPLICANT:
CHAMPLAIN CABLE TEXAS LEASE
CORPORATION,
a Wyoming Corporation
("CCTLC")


Name: TIMOTHY A. LIZOTTE
Title: CFO

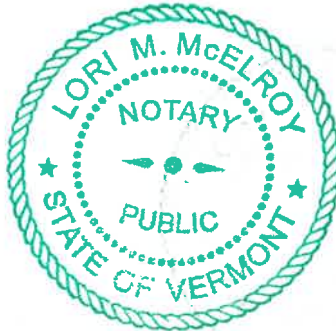
ACKNOWLEDGMENT

STATE OF §
§
COUNTY OF §

This instrument was acknowledged before me on the 20th day of May,
2022, by Timothy Lizotte, as CFO of Champlain Cable Texas
Lease Corporation, a corporation formed under the laws of Wyoming (APPLICANT).


Notary Public, State of Vermont

My Commission Expires: 1/31/23



APPLICANT:
CHAMPLAIN CABLE
CORPORATION,
a Delaware Corporation
("CCC")

Timothy A. Uzome
Name: TIMOTHY A. UZOME
Title: CFO

ACKNOWLEDGMENT

STATE OF §
COUNTY OF §
§

This instrument was acknowledged before me on the 26th day of May,
20 22, by Timothy A. Uzome, as CFO of Champlain Cable
Corporation, a corporation formed under the laws of Delaware (APPLICANT).

Lori M. McElroy
Notary Public, State of Vermont

My Commission Expires: 1/31/23

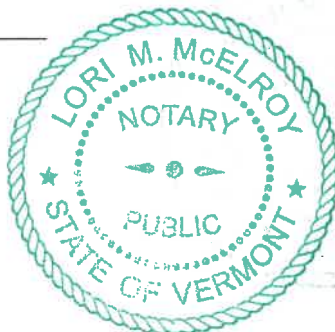


EXHIBIT A

Location of the Property to be Developed

9600 Pan American Boulevard, El Paso, Texas 79927, El Paso County

6 PAN AM CENTER FOR INDUSTRY 1 TO 3 & 4 PAN AM CENTER FOR IND #3 RPL A
BLK 6 & 1 PAN AM CENTER FOR IND #3 RPL B BLK 8

Parcel of land contains approximately 38.2 acres (1665193.9 sq. ft.) of land.

EXHIBIT B

Description of Development

The proposed Development is an expansion of existing manufacturing operations of the Applicant. The incremental real property component will be developed by the Applicant's landlord and operated under lease. The Development presently occupies approximately 116,850 square feet of an existing industrial building and expand an additional 62,000 square feet. Applicant estimates it will invest a minimum of \$5,686,000.00 into leasehold improvements and personal property at the overall Development.

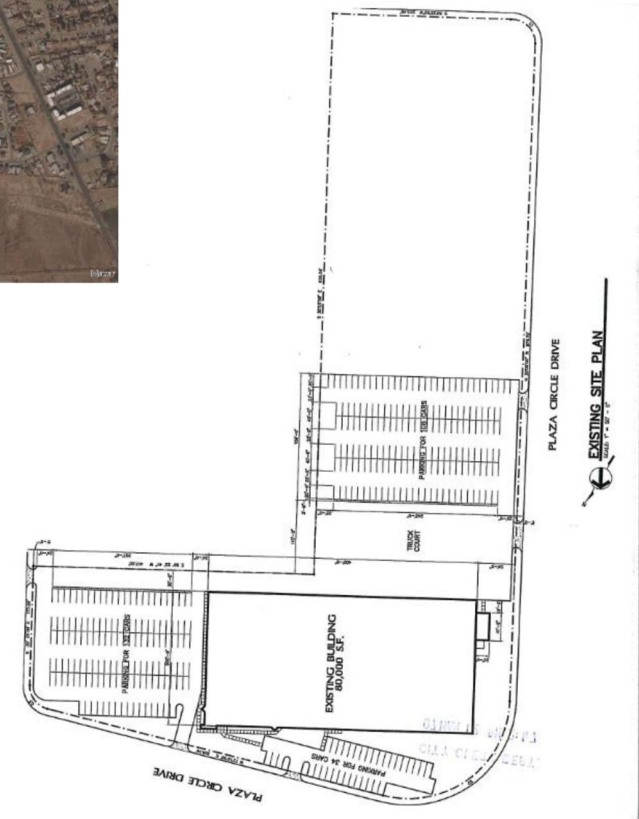


EXHIBIT C

Grant Submittal Package Form

Champlain / Applicant, believes that it has substantially met its obligations under the Chapter 380 Agreement dated the ____ day of _____, 20__ and signed by ____ of _____. Pursuant to the Agreement, Champlain / Applicant submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met under the Agreement.

As required by the Agreement, the following information is submitted.

1. **[DUE WITHIN 12 MONTHS OF AGREEMENT EXECUTION]** Copies of all applicable approvals and permits.
2. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development.
3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures amounting to **\$5,686,000** including but not limited to
 - a. Stamped **PAID** invoices
 - b. Copies of checks proving payment – corresponding to paid invoices
 - c. Receipts for purchase of construction materials (must show amount of taxes paid)
 - d. Bank statements (in the event a transaction was paid with a credit or debit card)
 - e. Contractor pay applications, notarized with lien releases
4. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate.
5. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of Certificate of Occupancy in accordance with the requirements provided in Section 3(A)(4)(B).
6. Property tax payment receipts showing proof of payment for tax year _____.
7. Job Certification Annual Report plus attachments (all attachments as referenced within the Agreement).

It is understood by the Applicant that the City of El Paso has up to **90 days** to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) the Applicant has paid or

caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

It is understood by Champlain / Applicant that the City of El Paso has up to ninety (90) days to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

Champlain / Applicant:

Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____,
20_____, by _____, as _____ of _____
_____, a corporation formed under the laws of Wyoming (APPLICANT).

Notary Public, State of _____

My Commission Expires:

EXHIBIT D

Property Tax Rebate Table

| Incremental Property Tax Rebate Schedule | |
|--|--------------|
| Years 1 - 5 | Years 6 - 10 |
| 75% | 50% |

EXHIBIT E

Employment Requirements & Grant Payment Eligibility

SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order to be eligible for any Grant Payments, Applicant is required to retain its current **70** full-time equivalent jobs and create and maintain at a minimum **29** additional jobs that comply with the Full Time Employment requirements of this Agreement. For purposes of this requirement, the 29 additional jobs requirement will only be deemed to be met if the total number of full-time jobs and full-time contract employees exceed the number in existence as of the effective date of this Agreement by 29.

SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS.

The Applicant's eligibility for Grant Payments and any subsequent Grant Payments made by the City to the Applicant shall be determined pursuant to and in accordance with the following:

Grant Payments shall be made equivalent to at least fifty percent (50%) of the total value of the CITY's portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Development for the given tax year during the Grant Period, upon Applicant's certification of at least eighty percent (80%) of the new jobs required herein for which wages are at or above the Median County Wage for the year covered by the Grant Submittal Package.

SECTION 3. MEDIAN COUNTY WAGE.

The Median Area Wage is the median hourly wage established for the El Paso, Texas Metropolitan Area by the U.S. Bureau of Labor Statistics, as adjusted on January 1 of each year. The Grant Payment eligibility is based on the Median Area Wage that is the greater of: 1) the Median Area Wage established for 2022 which is \$14.71 or 2) the Median Area Wage established as of January 1 of the applicable grant year.



Chapter 380 Agreement

Champlain Cable

Local Plant Expansion in Advanced Manufacturing
Industry Cluster



Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development. 1.1 Stabilize and expand El Paso's tax base

Champlain Cable : Company Overview

Founded in 1955

Opened El Paso facilities in 2007 and expanded in 2015:

- 227 company-wide employees (70 in El Paso)

Manufacturer of high-performance wire and cable serving markets:

- EV, military, commercial vehicle, rail, and data communication
- One of only two companies in the world that produce a high-performance wire

All products are produced in the US across 4 locations:

- Two locations in El Paso, TX (Manufacturing)
- Houston, TX (Manufacturing)
- Northeast U.S. (HQ, R&D, and manufacturing)

Employee Benefits:

- Insurance: Medical, Dental, Disability, and Life (80% of health care benefits covered by employer)
- 401K, Tuition Assistance, Safety Equipment Allowance



Champlain Cable : Project Summary

Applicant: Champlain Cable Corporation

Industry: Advanced Manufacturing

District: 7

Property Address: 9600 Pan American Blvd

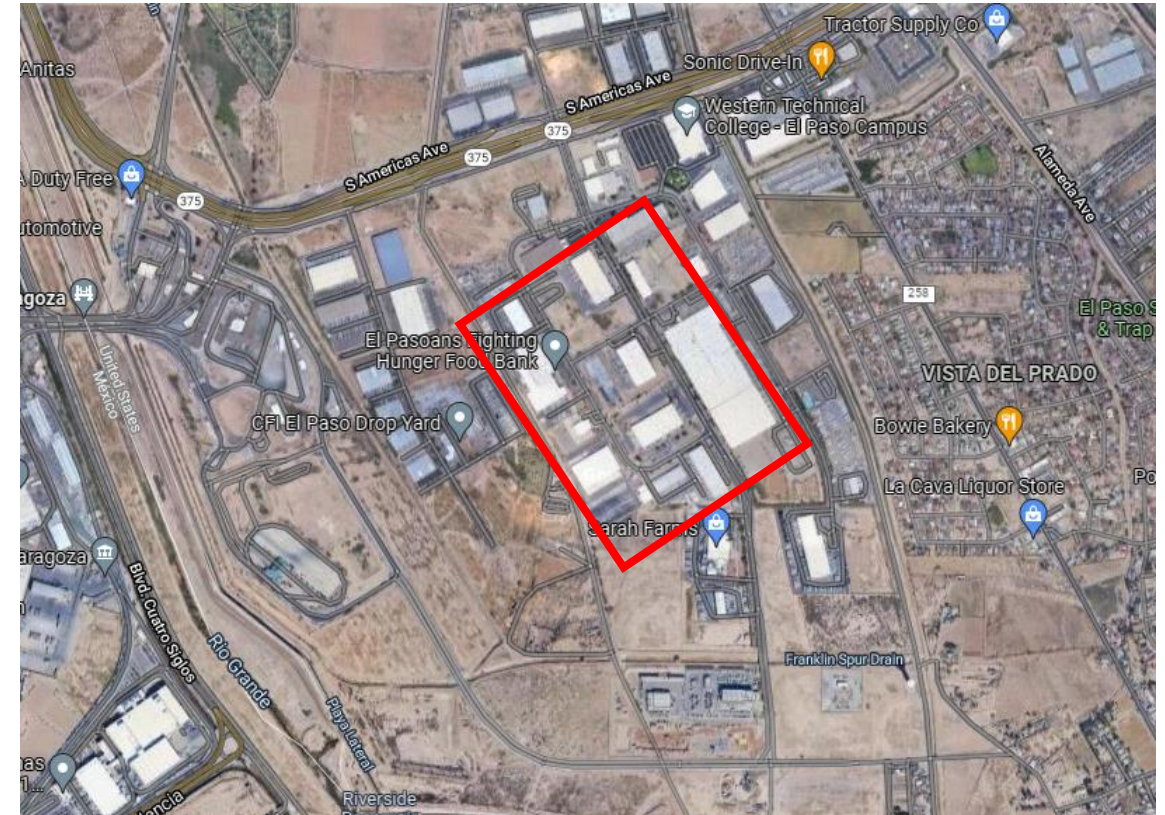
Project: Wire Mill Expansion (3rd Expansion)

Total Investment: \$5,686,000

- Building Improvements: \$ 750,000
- Machinery: \$ 4,886,000
- Computers: \$ 50,000

Employment: 99 Total FTEs in El Paso

- 29 new FTEs at \$15.00/hourly (base)
- 70 retained FTEs



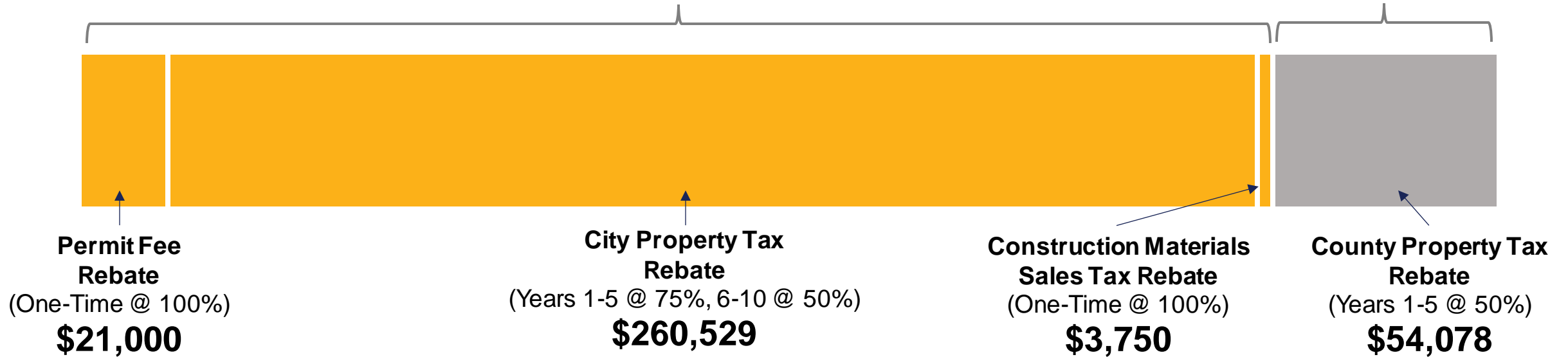
Champlain Cable : Local Incentive Summary

City = \$285,279

(84% of total incentive)

County = \$54,078

(16% of total incentive)



Total Incentive = \$339,357

Champlain Cable : Community Tax Benefit

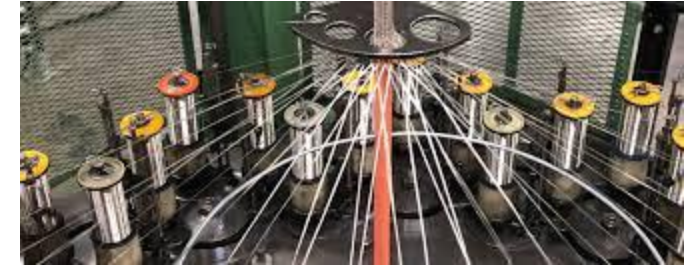
10-Year Property Tax Inflow



Total Community Property Tax Benefit = \$1,169,385

Champlain Cable : Project Benefits

- **Growing our Own** – Third company expansion in El Paso, retaining 70 quality jobs and adding 29 new full-time positions
- **Developing the Regional Advanced Manufacturing Industry Cluster** – Supports growth of an advanced manufacturing supply chain capability, including Electric Vehicle and defense contracting supply chain
- **Supporting Local Small to Mid-Size Businesses** – Multiplier effects for local suppliers of Champlain Cable
- **Strengthens Existing Community Relationship** – Improving El Paso's position for future company and/or supplier growth





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





Legislation Text

File #: 22-678, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 1

Economic and International Development, Kelly Kotlik, (915) 212-1616
Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between City Of El Paso ("City") and TransPerfect Translations International Inc. ("Applicant") in support of a project which will establish an enterprise that will provide business services, translation, and global communications located in the City of El Paso. The Agreement requires the Applicant to make a minimum investment of \$1,560,000. Over the Term of the Agreement, the City will provide performance-based incentives in an aggregate amount not to exceed \$26,424.

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

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Kelly Kotlik, 915-212-1616
Elizabeth Triggs, 915-212-1619

DISTRICT(S) AFFECTED: 1

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

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

Discussion and action on a resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between City Of El Paso ("City") and TransPerfect Translations International Inc. ("Applicant") in support of a project which will establish an enterprise that will provide business services, translation, and global communications located in the City of El Paso. The Agreement requires the Applicant to make a minimum investment of \$1,560,000. Over the Term of the Agreement, the City will provide performance-based incentives in an aggregate amount not to exceed \$26,424.

BACKGROUND / DISCUSSION:

TransPerfect Translations International Inc. is a business services, translation, and global communications company operating in more than 100 cities worldwide. As part of this expansion located at 1015 Belvidere Street, the company will invest a minimum of \$1,560,000 with \$960,000 budgeted for computer purchases and \$600,000 allotted for business-related furniture, fixtures and equipment acquisitions. The company will invest an additional \$648,000 in local employee training programs. The company will also activate and retain 484 full-time positions across the grant period, paying an average hourly salary of \$15.66, upon full employment activation. Over the term of the Agreement, the City will provide performance-based incentives in an aggregate amount not to exceed \$26,424. Incentives will be provided in the form of property tax rebates calculated with respect to the value of the Applicant's personal property.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

General Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between **CITY OF EL PASO** (“City”) and **TRANSPERFECT TRANSLATIONS INTERNATIONAL INC.** (“Applicant”) in support of a project which will establish an enterprise that will provide business services, translation, and global communications located in the City of El Paso. The Agreement requires the Applicant to make a minimum investment of \$1,560,000. Over the Term of the Agreement, the City will provide performance-based incentives in an aggregate amount not to exceed \$26,424.

APPROVED this _____ day of _____ 20__.

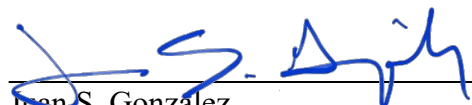
CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic & International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO) **CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT**

This Chapter 380 Economic Development Program Agreement ("**Agreement**") is made this _____ day of _____, 20____ ("**Effective Date**") between the City of El Paso, Texas, a Texas home rule municipal corporation, (the "**City**"), and **TRANSPERFECT TRANSLATIONS INTERNATIONAL INC.** (the "**Applicant**"), for the purposes and considerations stated below:

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to Applicant to support the Development as more fully described below; and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the City; and

WHEREAS, the City and Applicant desire that the Development occur in the City of El Paso; and

WHEREAS, the Development will likely result in increased economic development in the City, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety and welfare of the citizens of El Paso; and

WHEREAS, the City has concluded and hereby finds that this Agreement embodies an eligible "program" and promotes economic development in the City of El Paso and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and Applicant.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits attached to this Agreement.
- B. **Applicant.** The word "Applicant" means **TRANSPERFECT TRANSLATIONS INTERNATIONAL INC.**, a New York S-Corporation.

- C. **Base Year Value.** The words “Base Year Value” mean the value of the personal property on the rolls as of January 1st of the year in which this Agreement is executed with respect to the Development and. For the purposes of this Agreement, the Base Year Value is \$0.00 for the Development.
- D. **Development.** The word “Development” means Applicant’s business services company being located in El Paso, Texas as more fully described on **Exhibit “A”**, which is attached hereto and incorporated herein for all purposes.
- E. **Development Location.** Development Location shall mean within the geographic boundaries of the City of El Paso and more particularly defined in Exhibit “A-1.”
- F. **Effective Date.** The Effective Date of the Economic Development Agreement shall be the date upon which both parties have fully executed the Economic Development Agreement.
- G. **Full-Time Employment.** The words “Full-Time Employment” mean a job in El Paso, Texas that:
- (1) Is created and/or retained by the Applicant, where the employee is on active status and on the payroll of the Applicant on the last day of the reporting year;
 - (2) Maintains employment where an employee must work no less than 35 hours a week, calculated as $\text{Total Hours worked} / \text{Number of weeks worked} = 35$ or more hours worked per week; and
 - (3) Has full company benefits, including company paid health insurance (Employee must not be required to pay more than fifty percent (50%) of the premium) with such jobs being located at the Development, within the City of El Paso, Texas. These requirements are more completely described in Exhibit "B", which is attached hereto and incorporated herein for all purposes.
- H. **Grant Payments.** The word “Grant Payments” means a payment, on a yearly basis, paid to the Applicant under the term of this Agreement computed with reference to property taxes generated by the Development and payable from the City’s general revenue fund.
- I. **Grant Submittal Package.** The words “Grant Submittal Package” mean the documentation required to be supplied to City on a yearly basis as a condition of receipt of any Grant, with such documentation more fully described in Exhibit “C”, which is attached hereto and incorporated herein for all purposes.
- J. **Minimum Appraisal Value** means the valuation of the Personal Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is found in **Exhibit “E”** of this Agreement. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.

- K. **Minimum Investment.** Applicant agrees that it shall make, or cause its landlord to make, Qualified Expenditures of not less than \$1,560,000 in the Project.
- L. **Property Tax Rebate** means a rebate of the City's portion of the incremental ad valorem property tax revenue generated by the project above the Base Year Value for the Project for the given tax year during the grant Period. The Grant Payments shall not exceed the lesser of (i) 60 percent the total value of the City's portion of the incremental ad valorem property tax revenue generated by the Project above the Base Year Value for the Project for the given tax year during the Grant Period or (ii) the up to a maximum amount of \$26,424 (whichever comes first).
- M. **Qualified Expenditures** means the monetary expenditures paid or caused to be paid by Applicant since inception of the Development for material used in constructing, renovating, or furnishing the Development; and labor required for the construction or renovation of the Development.
- N. **Personal Property** means the personal property owned or leased by Applicant located at the Development.

SECTION 2. TERM AND GRANT PERIOD.

- A. The term of this Agreement shall be the lesser of: (I) the lease term (including any renewals) relating to the Development to be located at the Development Location; (II) six (6) years from the Effective Date of this Agreement; (III) the full payment of Grant Payments by the city to the Applicant, as limited by this Agreement; or (IV) termination of this Agreement as otherwise provided by said agreement.
- B. The Effective Date of this Agreement shall be the date upon which both parties have fully executed the Agreement. However, the Applicant's eligibility for Grant payments shall be limited to five (5) consecutive years (the "Grant Period") within the term of this Agreement. The Grant Period shall begin with the first year being the first tax year that begins after: (i) the issuance of the Certificate of Occupancy for the Development; and (ii) the Applicant meets all Full-time Employment job requirements as described in Exhibit "B". Failure of the Applicant to receive its Certificate of Occupancy no later than May of 2023 shall result in the immediate termination of this Agreement.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) **Development.** Applicant agrees to establish the Development in El Paso, Texas. The Applicant shall renovate, furnish, or construct, at its sole cost and expense, the Development within twelve (12) months of the Effective Date of this Agreement. The applicant agrees that it shall obtain a Certificate of occupancy for the project **no later than**

May of 2023. Applicant agrees that it shall make Qualified Expenditures of not less than \$1,560,000 in the Development. The City shall be permitted to review Applicant's receipts of Qualified Expenditures to evidence the expenditure of a minimum amount of \$1,560,000.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov.

(2) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.

(3) Applicant agrees that during the Term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District less than values listed in Exhibit E of this Agreement. The parties to this Agreement agree that the taxable value of the Development, after completion of all construction and improvements, will have a Minimum Appraisal Value as defined in Section 1 (J) above and thereafter as adjusted annually for normal depreciation during the term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, not the values contained within, will be utilized to contest the determination of the market value of the Development.

(4) Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

B. EMPLOYMENT POSITIONS

(1) Applicant agrees that it shall create, staff, and maintain the Full-Time Employment positions described in **Exhibit "B"** for the Development as of December 31 of the applicable year, and shall maintain the Full-Time Employment positions for the Development through the entire Grant Period of this Agreement. Applicant shall maintain the Full-Time Employment positions for each quarter of each fiscal year with the total per day hours worked averaged over each fiscal quarter.

(2) Applicant shall provide the City with an annual report by **May 10th** of each year during the Term of this Agreement, certifying the status of compliance through the preceding year. Such annual report shall include the number of new jobs created and retained for the Development, information on any new investments in the Development, and any other information relevant to the Development and the City's economic development goals. Documentation for jobs may be in the form of quarterly IRS 941

returns, or Texas Workforce Commission Employer Quarterly Reports, or employee rosters that show the hours worked and the positions filled. Applicant shall also provide the City with such other reports as may reasonably be required.

(3) Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to Applicant's employment records and books, and other records that are related to the economic development agreement considerations and incentives described herein, to verify employment records and any other records related to the City's economic development considerations and incentives provided herein. In order to protect these records, the City shall maintain the confidentiality of such records in accordance with and subject to commercially reasonable practices and all applicable laws to the extent allowed by the Texas Open Records Act.

C. GRANT SUBMITTAL PACKAGE.

Unless otherwise agreed by the City and Applicant, the initial Grant submittal package will be due beginning May 2023, and continuing every year thereafter through May 2027, each year by May 10th the applicant shall deliver to the City a compliance verification signed by a duly authorized representative of the company that shall certify the number of and generally describe the Full-Time Employment positions existing at 1015 Belvidere Street El Paso, Texas as of December 31 of the year preceding and provide the median hourly wage for all Full-Time Employment positions ("Grant Submittal Package"). There will be a total of five (5) Annual Compliance Verifications due, covering jobs created and maintained in years 2023 through 2027. All Grant Submittal Packages shall be in the form provided in **Exhibit "C"** and shall provide appropriate back-up for the Full-Time Employment position numbers provided and for the Threshold. A failure by Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant for the period covered by the late Grant Submittal Package. The City's determination of the amount of the Grant payment due to Applicant is final.

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a **Property Tax Rebate**, based on the value of Applicants personal property, not to exceed **\$26,424** in accordance with the terms and provisions of this Agreement.
- B. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this agreement:

- A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant after notice and a reasonable opportunity to cure.
- B. **Failure to Maintain Development and Job Requirements.** Applicant's failure or refusal to operate the Development and maintain required Full Time Employment pursuant to this Agreement through the Grant Period of this Agreement, and Applicant's failure or refusal to cure within sixty (60) days after written notice from the City describing such failure, shall be deemed an event of default. However, if such failure cannot be cured by its nature within such sixty (60) day period and the Applicant has commenced such cure within such sixty (60) day period and continuously thereafter diligently prosecute the cure of such failure, such actions or omissions shall not be deemed an event of default.
- C. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure same within thirty (30) days after written notice from the City describing the violation shall be deemed an event of default. If such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, and Applicant commences such cure within such thirty (30) day period and continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall not be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become materially false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation or statement within thirty (30) days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an event of default. In the event this Agreement is terminated pursuant to this Section 5B, all Grant Payments previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within sixty (60) days from the date of such termination.
- D. **Insolvency.** The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within one hundred twenty (120) days after filing, no event of default shall be deemed to have occurred.
- E. **Property Taxes.** In the event Applicant allows any property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (30) days after written notice thereof from the City and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development.

- F. **Other Defaults.** Failure of Applicant or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, and Applicant or City fails to cure such failure within sixty (60) days after written notice from the other party describing such failure shall be deemed an event of default. If such failure cannot be cured within such sixty (60) day period in the exercise of all due diligence, and Applicant or City commences such cure within such sixty (60) day period and continuously thereafter diligently prosecute the cure of such failure, such act or omission shall not be deemed an event of default.
- G. **Failure to Cure.** If any event of default by Applicant or City shall occur, and after Applicant or City fails to cure same in accordance herewith, then this Agreement may be terminated without any further action required of the Applicant or City and the Applicant's or City's obligations end at that time. If a default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.
- H. **Liability.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

SECTION 6. RECAPTURE.

Should the Applicant default under **Section 5** of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within **60 days** from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

SECTION 8. GENERAL PROVISIONS

The following miscellaneous provisions are a part of this Agreement:

- A. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

- B. **Assignment of Applicant's Rights.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer within thirty (30) business days of the Applicant's knowledge of effectiveness of such sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of such sale or transfer within the applicable period shall constitute an event of default.
- D. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- E. **Completion of Development.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- F. **Confidentiality Obligations.** The confidentiality of such records employment records and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.
- G. **Contractor/Subcontractor Terms:** Nothing contained in this agreement shall create any contractual relation between the City the Contractor and any subcontractors. Applicant will require prime Contractor or Subcontractor to obtain and maintain a payment bond during the development and construction. Applicant will provide proof of same, once available, to City and will have City added to receive Notice of Default or Termination from the Surety issuing said bond.

- H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- I. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- I. **Execution of Agreement.** The El Paso City Council has authorized the City Manager to execute this Agreement on behalf of the City.
- J. **Filing.** The City shall promptly file this Agreement in the deed records of El Paso County, Texas and with the Texas State Comptroller in accordance with HB2404, which was passed during the 87th Legislative Session.
- K. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed.
- L. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

To the City:

The City of El Paso
Attn: City Manager
P. O. Box 1890

El Paso, Texas 79950-1890

With a Copy to:

The City of El Paso
Economic & International Development
P. O. Box 1890
El Paso, Texas 79950-1890
Email: EDcompliance@elpasotexas.gov

To the Applicant:

TRANSPERFECT CONNECT
Steven Cheeseman, Vice President
4809 E Thistle Landing Dr., Suite 110
Phoenix, AZ 85044

- M. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.
- N. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- O. **Termination or Expiration.** Upon termination or expiration of the Economic Development Agreement, Applicant or its assigns agree that neither this term sheet or the Economic Development Agreement, or the values contained within will be used to contest appraisal values or in the determination of the market value of the Project; and the economic development incentives established within the Agreement between the parties shall not be considered in valuating the property for tax purposes

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

CITY OF EL PASO:

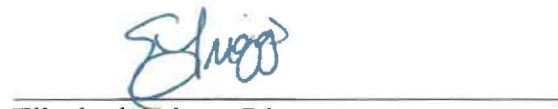
Tomás González
City Manager

APPROVED AS TO FORM:



Juan Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic and International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 202__, by Tomás González as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

[Signatures continue on the following page]

APPLICANT:
TRANSPERFECT TRANSLATIONS
INTERNATIONAL INC.



Steven Cheeseman
Vice President of
Contact Center Operations

ACKNOWLEDGMENT

STATE OF Arizona §
§
COUNTY OF Pima §

This instrument was acknowledged before me on the 31st day of May,
2022 by Steven Cheeseman as Vice President of Contact Center Operations for TransPerfect
Translations International Inc., a New York S-Corporation.



Notary Public, State of Arizona

My Commission Expires:

11/03/2025

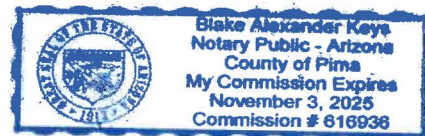


EXHIBIT A

[Development]

TRANSPERFECT CONNECT is a business services, translation, and global communications company operating in more than 100 cities worldwide. As part of this expansion, the company will invest a minimum of \$1,560,000 with \$960,000 budgeted for computer purchases \$600,000 allotted for business-related furniture, fixtures and equipment acquisitions. The company will invest an additional \$648,000 in local employee training programs. The company will also activate and retain 484 full-time positions across the grant period, paying an average hourly salary of \$15.66, upon full employment activation.

[Location and Legal Description]

Physical Addresses: 1015 Belvidere Street, El Paso, TX 79912

Legal Description: 100 CHAPARRAL PARK #22 REPLAT A WLY PT OF 40 (528.40 FT ON WEST- WIND 285.0 FT ON NLY 731.20 FT ON ELY IRREG ON SLY) (158543 SF)

EXHIBIT B

[Employment Requirements & Grant Payment Eligibility]

SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order for the Applicant to be eligible for any Grant Payments Applicant is required to create and retain the amount of Full-Time Employment positions shown in Table 1 for the respective year, at the wages shown in Table 2 for the respective position, by December 31 of each full tax year during the Grant Period.

Table 1: Job Creation Schedule

| Item | Year 1 (2023) | Year 2 (2024) | Year 3 (2025) | Year 4 (2026) | Year 5 (2027) |
|---------------|---------------|---------------|---------------|---------------|---------------|
| Existing Jobs | 0 | 249 | 484 | 484 | 484 |
| New Jobs | 249 | 235 | 0 | 0 | 0 |
| Total Jobs | 249 | 484 | 484 | 484 | 484 |

Table 2: Employee Count and Wages

| Title or Occupation Code | Number of Employees | Hourly Wage per Employee | Annual Salary |
|--------------------------|---------------------|--------------------------|---------------|
| Site Director | 1 | \$43.27 | \$90,000.00 |
| Site Admin | 1 | \$12.00 | \$24,960.00 |
| Receptionist | 1 | \$12.00 | \$24,960.00 |
| IT Tech | 2 | \$15.00 | \$31,200.00 |
| Managers | 6 | \$28.85 | \$60,000.00 |
| Supervisors | 28 | \$19.23 | \$40,000.00 |
| Quality Supervisor | 1 | \$21.63 | \$45,000.00 |
| Customer Service Reps. | 425 | \$15.00 | \$31,200.00 |
| Quality Analyst | 6 | \$16.10 | \$33,488.00 |
| Trainer | 6 | \$20.00 | \$41,600.00 |
| Recruiting Manager | 1 | \$36.06 | \$75,000.00 |
| Recruiter | 4 | \$15.00 | \$31,200.00 |
| HR Manager | 1 | \$31.25 | \$65,000.00 |
| HR Generalist | 2 | \$15.00 | \$31,200.00 |

SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS.

Applicant remains eligible for Grant Payments so long as required number of Total Full-Time Employees, as stated in this Exhibit B, is met on an annual basis.

- A. Grant Payments shall be made equivalent to (30%) of the total value of the City's portion of the incremental ad valorem property tax revenue generated by the Project above the Base

Year Value for the Development for the given tax year during the Grant Period, upon the Applicant's certification that at least **eighty-percent (80%)** of the created and retained Full-Time Employment positions required herein for which wages are at or above **ninety-percent (90%)** of the Median Area Wage for the year covered by the Grant Submittal Package.

- B. Grant Payments shall be made equivalent to at least (60%) the total value of the City's portion of the incremental ad valorem property tax revenue generated by the Project above the Base Year Value for the Project for the given tax year during the Grant Period, upon the Applicant's certification that at least **ninety-percent (90%)** of the created and available Full-Time Employment positions required herein for which wages are at or above **ninety-percent (90%)** of the Median Area Wage for the year covered by the Grant Submittal Package.

Applicant will provide Full-Time Employment documentation in the following format:

| Name/ Job Id | Job Title | Full/Part Time | Work Location | Hire Date | Termination Date | Hours Worked Yearly | Hours Worked Weekly | Hourly Wages | Annual Salary | Weeks Worked |
|-----------------|--------------|-------------------|------------------|--------------|---------------------|---------------------------|---------------------------|-----------------|------------------|-----------------|
| | | | | | | | | | | |

SECTION 4. MEDIAN COUNTY WAGE.

For purposes of this Agreement, the Median Area Wage is the median hourly wage established for the El Paso, Texas Metropolitan Area by the U.S. Bureau of Labor Statistics, as adjusted on January 1 of each year. However, in no event shall the applicable Median Area Wage used for determination of Grant Payment eligibility be less than the Median Area Wage established for 2022, which is \$14.71 per hour

SECTION 5. TERMINATION

In the event the Applicant fails to meet employment requirement during two consecutive years, the Agreement will automatically terminate.

EXHIBIT C

[Grant Submittal Package Form]

TRANSPERFECT TRANSLATIONS INTERNATIONAL INC. believes that it has substantially met its obligations under the Chapter 380 Agreement dated the ___ day of _____, 20 and signed by _____. Pursuant to the Agreement, **TRANSPERFECT TRANSLATIONS INTERNATIONAL INC.** submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. **[DUE WITHIN 12 MONTHS OF AGREEMENT EXECUTION]** Copies of all applicable approvals and permits
2. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of Certificate of Occupancy
3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures to date and not previously verified,
 - a. Stamped *PAID* invoices
 - b. Copies of checks proving payment – corresponding to paid invoices
 - c. Bank statements (in the event a transaction was paid with credit or debit card)
 - d. Contractor pay applications, notarized with lien releases
4. Property Tax Payment Receipt(s) showing proof of payment for tax year_____;
5. Job Certification Annual report plus attachment(s) as referenced in section 3(B) of the agreement showing
6. Documentation showing proof of health insurance coverage where company pays a minimum of 50% of employee premium.

**TRANSPERFECT TRANSLATIONS
INTERNATIONAL INC.**

Title: _____

COUNTY OF §

EXHIBIT D

[Property Tax Rebate Table]

| Year | Rebate Percentage |
|-------------|--------------------------|
| Year 1 | 60% |
| Year 2 | 60% |
| Year 3 | 60% |
| Year 4 | 60% |
| Year 5 | 60% |

Note: Final annual rebate percentages will be adjusted, if needed, in accordance with the requirements and formulas detailed in **Exhibit B** contained in this document.

EXHIBIT E

[Minimum Appraisal Value Schedule]

| Year | Minimum Appraisal Value |
|-------------|--------------------------------|
| Year 1 | \$1,216,000 |
| Year 2 | \$969,000 |
| Year 3 | \$710,000 |
| Year 4 | \$390,000 |
| Year 5 | \$276,000 |

June 7, 2022



Chapter 380 Agreement

TransPerfect Translations International Inc.

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development. 1.1 Stabilize and expand El Paso's tax base



Company Overview: TransPerfect Translations

- Business Services Company:
 - Offering services in A.I. translation, interpretation, and client services
 - Serves the life sciences, finance, banking, and gaming industries
 - 25+ years in the business; 7,000+ employees



Project Summary : Investment & Employment

Minimum Capital Investment: \$1,560,000

- Computers: \$960,000
- Furnitures, Fixtures, and Equipment: \$600,000

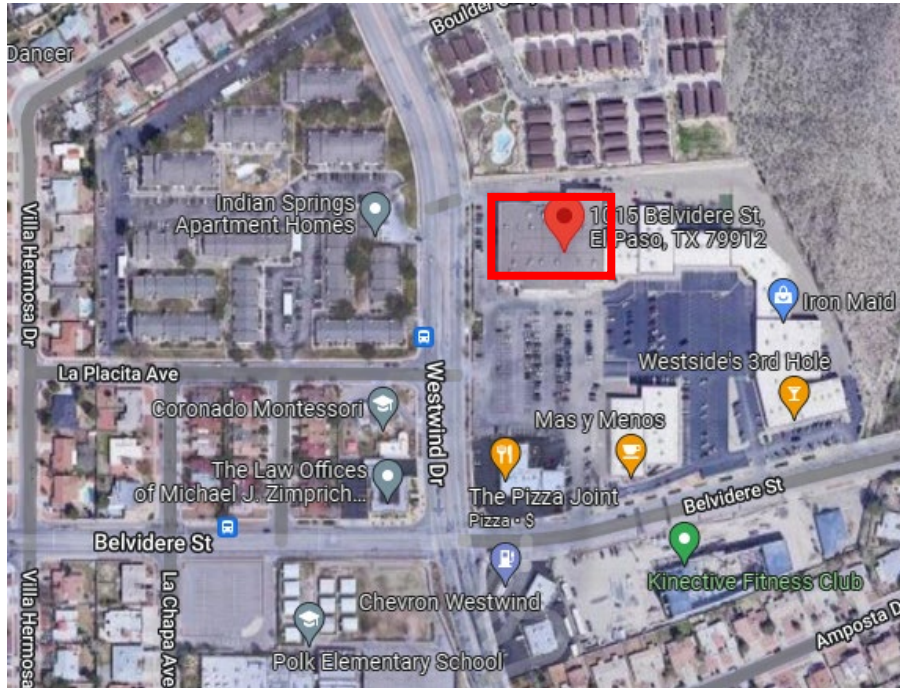
Full-time Jobs Created: 484 (over two years)

- Year 1: 249 new full-time jobs (\$5.74 million annual payroll)
- Year 2: 235 *additional* full-time jobs (\$15.75 million *total* annual payroll)
- \$15.66 Average hourly salary
- 80% of health care benefits covered by the employer



Employee Training Investment: \$648,000 (over two years)

Proposed Site Location : 1015 Belvidere St.*



*District 1

Local Incentive Summary: TransPerfect Translations

Chapter 380

City Property Tax Rebate
(5 years @ 60%)
\$26,424

**Total City Incentive =
\$26,424**

Community Tax Benefit: New Revenue Over 5-Year Agreement Term



Total Community Property Tax Benefit = \$129,644

Council Requested Action

Authorize the City Manager to sign a **Chapter 380 Economic Development Program Agreement** by and between City of El Paso and **TransPerfect Translations International Inc.** in support of a project which will establish an enterprise that will provide business services, translation, and global communications located in the City of El Paso.





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





El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-699, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

City Manager's Office, Tracey Jerome, (915) 212-1783

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to establish City of El Paso Women's Commission comprised of members from across the community, inclusive of all, not a select or limited group, focused on Women's equality and protecting their rights.

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

AGENDA DATE:
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

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.

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?

PRIOR COUNCIL ACTION:

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

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:
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, the City of El Paso seeks to improve the quality of life and protect the rights of women in El Paso; and

WHEREAS, advancing gender equity and justice, increasing access to education and health, and supporting women's full participation in government are key factors in reducing poverty, increasing the well-being of women and creating fair, safe and secure communities; and

WHEREAS, the City of El Paso desires to identify and address inequities that women face; and

WHEREAS, the City of El Paso, in order to better recognize the rights and meet the needs of women, desires to provide greater cooperation, communication, and coordination of functions and services on a citywide basis.

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

That the Women's Commission is hereby established to serve as an advisory body to the City Council concerning the needs and issues of women in the El Paso Region and shall recommend legislative initiatives, policies, programs, studies and projects designed to alleviate inequities that may confront women in social, health, education, economic, vocational pursuits and to help eliminate discrimination on the basis of sex in all phases of American society that are within the purview of City Council.

1. Membership

- a. The Women's Commission shall consist of nine members, one appointed by each member of City Council.
- b. Each member of the Commission must be:
 - i. Eighteen years or older and reside in the City of El Paso;
 - ii. Must reside in the district for which the member has been nominated;
 - iii. Appointed based on their in-depth knowledge, interest, and experience in issues affecting women in the non-profit sector, business, socio-economic, education, childcare, legal rights, healthcare, housing, domestic and sexual violence and pay equity; and
 - iv. Not be involved in litigation against the City of El Paso.
- c. For the purposes of this Commission, a member is required to fulfill the requirements of board membership as prescribed by the City charter:
 - i. The member must have been a resident of the City of El Paso at least six months prior to their appointment; and
 - ii. Not be in any financial obligation to the City of El Paso.

- d. A random number draw will determine the roles of Board Chair and Vice-Chair.
 - i. An individual may serve no more than one two-year term in the role of Board Chair or Vice-Chair.

2. Terms

- a. Every member shall serve a two (2) year term that will begin in September and continue into August for two calendar years. An individual may serve no more than two (2) two-year terms on the Commission.
- b. Vacancies that occur due to reasons other than an expiration of a term are allowed to be filled by the appointing Member of City Council for the remainder of the unexpired term, as it applies to their own appointment slot. If appointed to fulfill an unexpired term, an individual may also serve two full two-year terms on the Commission.
- c. Each member will be eligible to serve no more than two (2) terms.
- d. The first terms of the Women's Commission are to begin in September 2022 and will be filled every two years thereafter as prescribed by section 2(a) of this resolution.
- e. At the time the term of office of any member expires, the member shall continue to serve until his successor is appointed and qualified, or until thirty (30) days have passed following the expiration of the term, whichever event occurs first. Any holding over past the thirty (30) day period is prohibited, and after that time a vacancy shall exist.

3. Quorum

- a. Quorum will be achieved when a majority of all members appointed at a given time are present; provided that number is not less than three.

4. Duties

- a. The Women's Commission shall act as an advisory body to the City Council, and shall;
 - i. Advise the City Council on issues impacting the Women of the City, which are within the purview of the El Paso City Council;
 - ii. Advise the City Council on practices that ensure equality in City programs, services, policies and practices for all persons; and
 - iii. Perform other duties as assigned by City Council.
- b.
 - i. The City Manager will designate a City department to provide administrative and technical support and to serve as the recording secretary to the Board.

- c. The first order of business for the newly created Women's Commission is to vote on the acceptance of an annual Women's Commission Strategic Document provided by the City of El Paso to be used as a guide for the operations of that year's Board.
 - i. The Women's Commission Strategic Document will also provide the rules and regulations that will govern the Board.
 - ii. The rules and regulations from the Strategic Document will be consistent with the Charter of the City of El Paso, its ordinances, or the overall missions of the Women's Commission to improve the quality of life and protect the rights of women in El Paso and being a resource to the City Council and City Manager.
 - d. At the end of each Board term, or at least annually, the Women's Commission shall submit an annual report on their activities for the year and present this report at a regular City Council meeting.
5. Effective Date. This resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of El Paso.

PASSED AND APPROVED this _____ day of _____, 2022.


THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

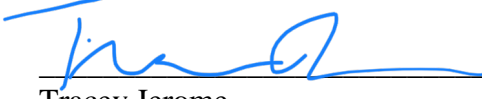
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla Munoz
Assistant City Attorney

APPROVED AS TO CONTENT:



Tracey Jerome
Senior Deputy City Manager



Legislation Text

File #: 22-690, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign an Advance Funding Agreement Amendment #1 by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Sean Haggerty Drive Extension project, for the design of a four lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street, revising the project to include construction funding, and amending the estimated total project cost to \$21,691,922.00, of which the estimated local government participation amount is \$1,375,246.00.

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

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: N/A

RECEIVED

By City Clerk's Office at 2:37 pm, Jun 01, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, (915) 212-1860

DISTRICT(S) AFFECTED: 4

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

SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign an Advance Funding Agreement Amendment #1 by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Sean Haggerty Drive Extension project, for the design of a four lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street, revising the project to include construction funding, and amending the estimated total project cost to \$21,691,922.00, of which the estimated local government participation amount is \$1,375,246.00.

BACKGROUND / DISCUSSION:

This amendment is to add the construction funding to the previously approved advance funding agreement (AFA). The previously approved AFA only included design funding. The scope of work for the Project consists of construction, preparation of environmental, preliminary engineering, final design, and plans, specifications and estimates for the extension of Sean Haggerty Drive which includes a 4-lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street.

PRIOR COUNCIL ACTION:

1/05/2021 – Advanced Funding Agreement approved by Council

AMOUNT AND SOURCE OF FUNDING:

FHWA/TxDOT and CO's

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Gvette Hernandez

CID Grant Funded Programs Director

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

RESOLUTION

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

THAT the City Manager be authorized to sign an Advance Funding Agreement Amendment #1 by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Sean Haggerty Drive Extension project, for the design of a four lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street, revising the project to include construction funding, and amending the estimated total project cost to \$21,691,922.00, of which the estimated local government participation amount is \$1,375,246.00.

APPROVED this _____ day of _____, 2022.

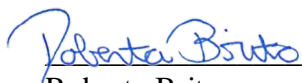
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

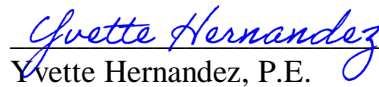
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E.
Director of Grant Funded Programs

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and City of El Paso, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on February 1 of 2021 to effectuate their agreement to Sean Haggerty Drive Extension; and,

WHEREAS, it has become necessary to amend that contract;

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

A G R E E M E N T

1. Description of Amended Items

a) The fifth **WHEREAS** clause is deleted and replaced with the following clause.

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** and **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as Sean Haggerty Drive Extension. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

b) **Article 1**, Responsible Parties is deleted and replaced with the following:

| | | | |
|----|-------------------------|--|------------|
| 1 | Local Government | Utilities | Article 8 |
| 2. | State | Environmental Assessment and Migration | Article 9 |
| 3. | State | Architectural and Engineering Services | Article 11 |
| 4. | Local Government | Construction Responsibilities | Article 12 |
| 5. | Local Government | Right of Way and Real Property | Article 14 |

1. Utilities, 4. Construction responsibilities, 5.Right of Way and Real Property were added.

c) Article 3, Scope of Work is deleted and replace with the following:

The scope of work for the Project consists of construction, preparation of environmental, preliminary engineering, final design, and plans, specifications and estimates for the extension of Sean Haggerty Drive which includes a 4-lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street.

d) Article 14, Right of Way and Real Property is deleted and replace with the following:

The Local Government shall be responsible for the following:

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

State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

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

e) **Attachment A, Resolution, Ordinance, or Commissioners Court Order** is added to supplement Attachment A-1, Resolution, Ordinance, or Commissioners Court Order is attached to and made part of this amendment.

f) **Attachment C, Project Budget**, is deleted and replaced with Attachment C-1, Project Budget which is attached to and made part of this amendment. The total contract amount is increased by \$18,225,133.00 from \$3,399,532.00 to \$21,691,922.

Construction funds are added that were approved and reallocated by the El Paso Metropolitan Planning Organization for Engineering to allow for 100 percent State Participation.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

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

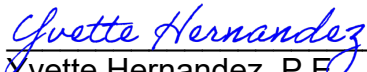
Each party is signing this amendment on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

Samuel Rodriguez, P.E. Operations & Transportation Officer
For Tomás González, City Manager


Date



Yvette Hernandez, P.E.
Director of Grant Funding Programs

5/26/22

Date



Roberta Brito
Assistant City Attorney

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

CSJ # 0924-06-611
District # 24-ELP AFA ID: Z00001482
Code Chart 64 # 13400
Project: Sean Haggerty Drive Extension
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A-1
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

ATTACHMENT C-1 PROJECT BUDGET

CAT 7 STP-MM will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

| Description | Total Estimated Cost | Federal Participation | | State Participation | | | Local Participation | | |
|------------------------------------|----------------------|-----------------------|--------------|---------------------|------------------|---------------------|---------------------|------------------|---------------------|
| | | % | Cost | % Before EDC Adj. | % After EDC Adj. | Cost After EDC Adj. | % Before EDC Adj. | % After EDC Adj. | Cost After EDC Adj. |
| Engineering (by the State) | \$1,262,000 | 0% | \$0 | 100% | 0% | \$1,262,000 | 0% | 0% | \$0 |
| Environmental (by the State) | \$148,000 | 0% | \$0 | 100% | 0% | \$148,000 | 0% | 0% | \$0 |
| Construction (by Local Government) | | | | | | | | | |
| Cat 7 STP-MM | \$17,945,351 | 80% | \$14,356,281 | 0% | 12.6% | \$2,261,114 | 20% | 7.4% | \$1,327,956 |
| Cat 7 CRRSA | \$1,303,838 | 100% | \$1,303,838 | 0% | 0% | \$0 | | 0% | \$0 |
| Subtotal | \$20,659,189 | | \$15,660,119 | | | \$3,671,114 | | | \$1,327,956 |
| Environmental Direct State Costs | \$9,458 | 0% | \$0 | 0% | 0% | \$0 | 0% | 100% | \$9,458 |
| Right of Way Direct State Costs | \$2,364 | 0% | \$0 | 0% | 0% | \$0 | 0% | 100% | \$2,364 |
| Engineering Direct State Costs | \$11,823 | 0% | \$0 | 0% | 0% | \$0 | 0% | 100% | \$11,823 |
| Utility Direct State Costs | \$2,364 | 0% | \$0 | 0% | 0% | \$0 | 0% | 100% | \$2,364 |
| Construction Direct State Costs | \$21,281 | 0% | \$0 | 0% | 0% | \$0 | 0% | 100% | \$21,281 |
| Indirect State Costs 4.77% | \$985,443 | 0% | \$0 | 100% | 0% | \$985,443 | 0% | 0% | \$0 |
| TOTAL | \$21,691,922 | | \$15,660,119 | | | \$4,656,557 | | | \$1,375,246 |

Initial payment by the Local Government to the State: \$26,009.
Payment by the Local Government to the State before construction: \$21,281.
The estimate total payment amount by the Local Government to the State: \$47,290.
The Local Government will be 100% responsible for any overruns.



City of El Paso

Capital Improvement Department



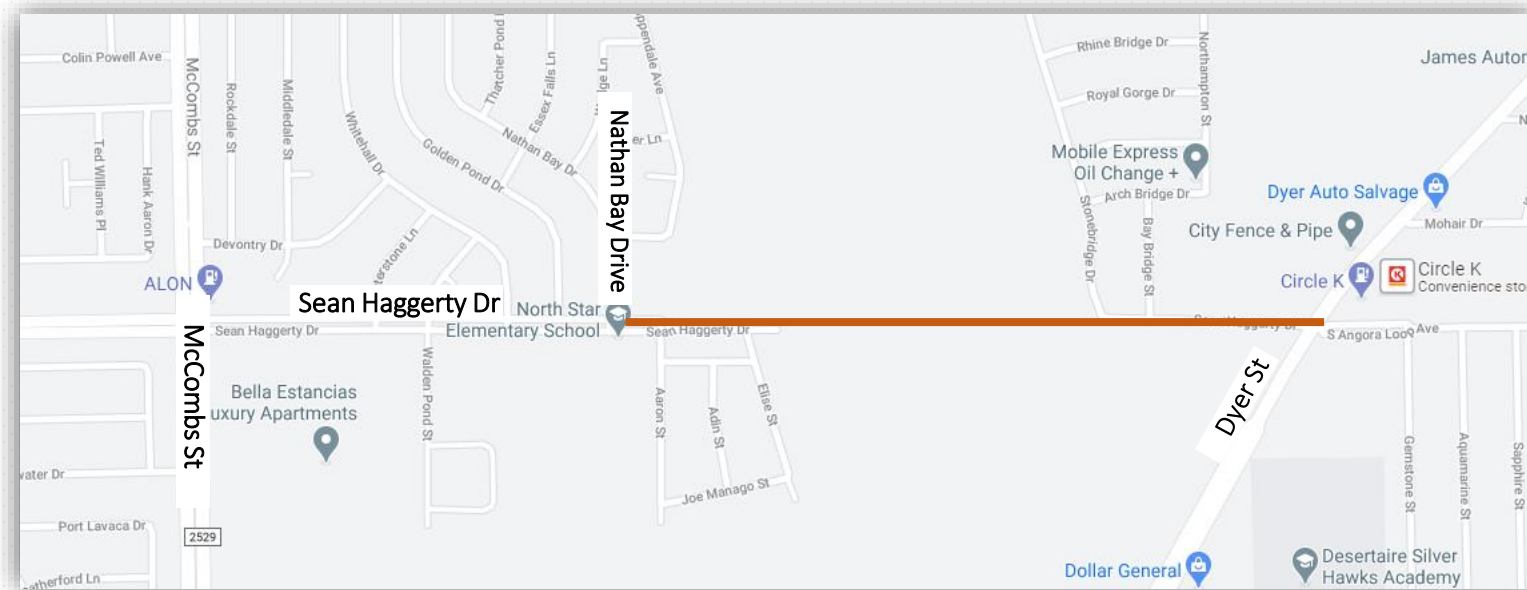
Sean Haggerty Dr. Extension Project

Advanced Funding Agreement Amendment

January 7, 2022

Discussion

- This amendment is to add the construction funding to the previously design-only advance funding agreement (AFA) approved on January 5, 2021.
- The scope of work for the Project consists of construction, preparation of environmental, preliminary engineering, final design, and plans, specifications and estimates for the extension of Sean Haggerty Drive which includes a 4-lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street.



Recommendations

- That the City Manager be authorized to sign an Advance Funding Agreement **Amendment #1** by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the **Sean Haggerty Drive Extension** project.
- Estimated total project cost: \$21,691,922
- Estimated **City participation** amount: **\$1,375,246**
- Funding source: **FHWA/TxDOT and COs**

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-702, Version: 3

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

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City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033

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City Attorney and City Manager annual performance evaluations. Matter No. 21-1043-688 (551.071) (551.074)