

Oscar Leeser
Mayor

Tommy Gonzalez
City Manager



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

AGENDA FOR THE REGULAR COUNCIL MEETING

October 11, 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: 950-935-879#

AND

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

October 10, 2022

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 524-943-252#

Notice is hereby given that an Agenda Review Meeting will be conducted on October 10, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on October 11, 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, October 10, 2022 Conference ID: 524-943-252#
Regular Council Meeting, October 11, 2022 Conference ID: 950-935-879#

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

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

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

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

Representatives Peter Svarzbein and Henry Rivera

A quorum of City Council must participate in the meeting.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Archtober Month

Down Syndrome Awareness Month

Teentober Fest Day

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of the Minutes of the Regular City Council Meeting of September 27,

[22-1263](#)

2022, the Agenda Review Meeting of September 26, 2022, the Work Session of September 26, 2022, the Work Session of August 16, 2021, the Special City Council Meeting of December 1, 2021, the Special City Council Meeting of December 2, 2021, the Work Session of June 22, 2020, and the Special City Council Meeting of July 6, 2020.

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

22-1264

CONSENT AGENDA - RESOLUTIONS:

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

- 3.** That the City Manager be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Leigh Fisher Capital Group, LLC ("Assignor"), and Almond Opportunity, LLC, a Nebraska limited liability company ("Assignee") for the following described property:

22-1268

A portion of Lot 5, Block 8, Butterfield Trail Industrial Park, Unit One, Replat "A", and all of Lot 6, Block 8, Butterfield Trail Industrial Park, Unit One, Replat "B", City of El Paso, El Paso County, Texas, municipally known and numbered as 11 Leigh Fisher Blvd., El Paso, Texas.

Approximately 245,055.916 SQ FT with a term beginning on July 1, 2004 ("Effective Date"), and ending on June 30, 2044 for an annual rental fee of \$58,813.44 or \$4,901.12 per month.

District 3

Airport, Sam Rodriguez, (915) 212-7301

- 4.** Approve a Resolution that the City Council in accordance with the provisions of the City Code Subsection 12.056.020.F.1, hereby exempts the regularly designated parking meter fees to the North of I-10, to include, but not be limited to the Uptown Parking Benefit District, on November 19, 2022, for WinterFest, which constitutes a special downtown event.

22-1276

Districts 1 and 8

International Bridges, David Coronado, (915) 212-7505

- 5.** That the City Manager, or designee, is authorized to sign a Lease Termination Agreement between the City of El Paso ("Lessor") and Airport Park-A-Lot El Paso LLC ("Lessee") for the following property:

22-1277

All of Lots 2, 3 and 4, Block 1A, El Paso International Airport Tracts, Replat of Unit 4, City of El Paso, El Paso County, Texas, municipally known and numbered as 6440 Airport Road, El Paso, Texas.

And that the Director of Aviation, or designee, is authorized to exercise all rights and perform all obligations described in the Lease Termination Agreement, and that he be authorized to sign all documents related to the Lease Termination Agreement, including any amendments to the Lease Termination Agreement that do not involve changes to monetary settlement amounts.

District 3

Airport, Sam Rodriguez, (915) 212-7301

6. A Resolution to authorize the City Manager to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the JLL VALUATION & ADVISORY SERVICES, LLC ("JLL"), for JLL to provide consulting services related to the planning of a regional economic development strategy in an amount not to exceed \$240,000. [22-1297](#)

All Districts

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

7. A Resolution to authorize the City Manager to sign an agreement between the City of El Paso and the Sun Bowl Association relating to services provided by the City of El Paso and the Sun Bowl Association in conjunction with the Sun Bowl Association events. [22-1302](#)

All Districts

Streets and Maintenance, Richard Bristol, (915) 212-7015

8. A Resolution that the City Manager be authorized to sign a Consent to Assignment from EL PASO GATEWAY, LLC, a Texas Limited Liability Company, to STAG TX HOLDINGS, LP, a Delaware limited partnership, with respect to the City of El Paso's Chapter 380 Agreement for the construction of a global manufacturer property located at 12285 Gateway Blvd. West, El Paso, Texas. [22-1316](#)

District 6

Economic and International Development, Monica Fuentes, (915) 212-1618

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

Goal 3: Promote the Visual Image of El Paso

9. That the City of El Paso approve submission of the application for the Scrap Tire Disposal Reimbursement to the Rio Grande Council of Governments. [22-1265](#)

All Districts

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

10. That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A). [22-1291](#)

Districts 1, 2, 3, 6, 7, 8

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

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

Environments

11. That the closure of rights-of-way within the City of El Paso for WinterFest Opening Day from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement for the Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for portions of Mesa St. between Franklin Ave. and Texas Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV22-00078)

[22-1311](#)

District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Klarissa Mijares, (915) 212-1544

12. That the closure of rights-of-way within the City of El Paso for the WinterFest Parade from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022 and Saturday, November 19, 2022 12:00 p.m. to 10:00 p.m., serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV22-00079)

[22-1314](#)

District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Klarissa Mijares, (915) 212-1544

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

13. That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District - Summer Sky North Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

[22-1283](#)

All Districts

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

14. That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District - Hunt Properties Defined Area to join various other entities for whom the City acts as property tax

[22-1284](#)

assessor/collector.

All Districts

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

15. That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District - Ravenna LLC Defined Area to join various other entities for whom the City acts as property tax assessor/collector. [22-1285](#)

All Districts

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

16. That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District - Rancho Desierto Bello Defined Area to join various other entities for whom the City acts as property tax assessor/collector. [22-1286](#)

All Districts

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

17. That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District - Hunt Communities GP, LLC Defined Area to join various other entities for whom the City acts as property tax assessor/collector. [22-1287](#)

All Districts

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

18. Approve a Resolution that the tax roll is hereby approved and constitutes the 2022 tax roll for all entities for which the City Tax Assessor Collector collects taxes. [22-1288](#)

All Districts

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

CONSENT AGENDA - BOARD APPOINTMENTS:

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

19. Linda Y. Rivas to the Committee on Border Relations by Representative Peter Svarzbein, District 1. [22-1279](#)

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

Goal 3: Promote the Visual Image of El Paso

20. Juan Uribe to the Building and Standards Commission by Representative Isabel Salcido, District 5. [22-1335](#)

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

21. Isabel Otten to the Historic Landmark Commission by Representative Isabel Salcido, District 5. [22-1336](#)
Members of the City Council, Isabel Salcido, (915) 212-0005

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

22. Roman G. Robles to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Isabel Salcido, District 5. [22-1329](#)
Members of the City Council, Isabel Salcido, (915) 212-0005

Goal 8: Nurture and Promote a Healthy, Sustainable Community

23. Brian Kanof to the Veterans Affairs Advisory Committee by Representative Peter Svarzbein, District 1. [22-1278](#)
Members of the City Council, Peter Svarzbein, (915) 212-0001
24. Maxey M. Scherr to the Women's Rights Commission by Representative Peter Svarzbein, District 1. [22-1343](#)
Members of the City Council, Representative Peter Svarzbein, (915) 212-0001

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

25. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B) [22-1282](#)
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

26. Accept the donation of \$1,000 from El Paso Electric to be used towards a COVID-19 safe, inclusive and sensory friendly, Halloween event in District 3. [22-1328](#)
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

27. That the City Council accept the donations of \$1000 from Marathon Petroleum, \$1000 from the Aguilar Family Foundation, and \$1000 from El Paso Electric toward the 3rd Annual Halloween Costume Giveaway event to be held on October 19, 2022 at the Chamizal Community Center in District 8. [22-1330](#)

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

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

28. For notation pursuant to Section 2.92.080 of the City Code, receipt of the following campaign contributions by City Representative Claudia L. Rodriguez, District 6: \$5000.00 from El Paso Association of Contractors; \$2500.00 from Stanley Jobe; \$250.00 from Rachel B. Harracksingh; \$200.00 from Mark & Kathleen Walker; \$500.00 from Eduardo and Maria Rodriguez; \$1000.00 from Donald & Adair Margo; \$1000.00 from Pam Agullo; \$2500.00 from Woody & Gale Hunt; \$1000.00 from Sharon Butterworth; \$1000.00 from J. Kirk Robison; \$1000.00 from Will Harvey; \$2500.00 from Paul Foster; \$2500.00 from Woody Hunt. [22-1331](#)

Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006

CONSENT AGENDA - BIDS:

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

29. The linkage to the Strategic Plan is subsection 2.3 - Increase public safety operational efficiency [22-1305](#)

Award Summary:

The award of Solicitation 2022-0492 Ladder Testing to Diversified Inspections/ITL Inc. for an initial three (3) year term for an estimated amount of \$87,756.60. The award also includes a two (2) year option for an estimated amount of \$58,504.40. 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 \$146,261.00.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$13,320.60 for the initial term, which represents a 17.90% increase due to increased unit prices and an increase in required services.

Department: Fire Department
Award to: Diversified Inspections/ITL Inc.
Peoria, AZ

Item(s):	All
Term:	3 Years
Annual Estimated Amount:	\$ 29,252.20
Initial Term Estimated Amount:	\$ 87,756.60
Option to Extend:	\$ 58,504.40 (2 years)
Total Estimated Award:	\$146,261.00 (5 years)
Account No.:	522250-322-1000-22090-P2216
Funding Source:	General Fund
District(s):	All

This is a low bid, unit cost contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Diversified Inspections/ITL Inc., the lowest, responsive, responsible bidder. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
 Fire Department, Jonathan P. Killings, (915) 212-5600

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

30. Discussion and action that the Mayor be authorized to sign, in counterpart originals in both English and Spanish, a Sister City Agreement between the City of El Paso, State of Texas, and the City of Parras, State of Coahuila Mexico. [22-1326](#)

All Districts

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

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

31. Discussion and action on a Resolution that declares the expenditure of District 3 discretionary funds in an amount not to exceed \$1,500.00 to be used towards a COVID-19 safe, inclusive and sensory friendly, Halloween event in District 3, serves a municipal purpose by setting the standard for a safe and secure city, enhancing El Paso's quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community. [22-1327](#)

District 3

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

32. Discussion and action to recognize October 2022 as National Long-Term Care Residents' Rights Month. [22-1333](#)

All Districts

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

33. Discussion and action to recognize the month of October 2022 as Domestic Violence Awareness Month. [22-1334](#)

All Districts

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

34. Discussion and action to approve a Resolution that the City Council declares that the expenditure of District 8 discretionary funds in an amount not to exceed \$10,000.00, to cover costs of stage rental, audio/visual equipment, entertainment, hiring of off-duty law enforcement officers or private security officers, barrier rental for vehicle pedestrian control, permitting fees, and/or portable restroom rental related to the holding of the Segundo Barrio Community Block Party by the Southside Neighborhood Association, serves the municipal purpose of fostering community pride, encouraging civic engagement and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history. [22-1342](#)

District 8

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

35. Presentation and discussion on the Grants and Strategic Initiatives Program. [POSTPONED FROM 09-27-2022] [22-1221](#)

All Districts

Economic and International Development, Elizabeth Triggs, (915) 212-0094
Economic and International Development, Karina Brascalla, (915) 212-1570

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

36. Presentation and discussion on Pavement Condition Index (PCI) results. [22-1338](#)

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

37. Presentation and discussion on El Paso Animal Services Medical Operations. [22-1323](#)

All Districts

REGULAR AGENDA - OTHER BUSINESS:

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

38. Discussion and action that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso and Finhabits Inc. for the establishment of Finhabits' financial investment technology company in El Paso, Texas. The City shall provide economic incentives in an aggregated amount of \$132,000 over a period of four years. [22-1304](#)

All Districts

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

REGULAR AGENDA – UPDATE AND EMERGENCY ORDINANCE:

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

39. Presentation and discussion by the City Manager's Office and the Office of Emergency Management providing information on key activities, efforts, and processes related to the migrant crisis. [22-1341](#)

All Districts

City Manager's Office, Chief Mario D'Agostino, (915) 212-5605

40. Discussion and action on an Emergency Ordinance re-enactment authorizing the city manager to assign personnel and resources to assist in addressing the humanitarian and public safety crisis resulting from mass migration through El Paso. [22-1275](#)

All Districts

City Manager's Office, Chief Mario D'Agostino, (915) 212-5605

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: 950-935-879#

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

- 41.** An Ordinance changing the zoning of the property described as Lot 3, Block 42, Magoffin Addition, 815 Tays Street, City of El Paso, El Paso County, Texas from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for an office and district area, front yard setback and side yard setback reductions as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-1271](#)

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: 815 Tays Street
Applicant: ALU-Copper A R LLC. - PZRZ22-00026

District 8

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

PUBLIC HEARING WILL BE HELD ON NOVEMBER 8, 2022

- 42.** An Ordinance granting Special Permit No. PZST22-00008, to allow for parking spaces (serving another property) on the property described as Tract 6-B and 18-B, Block 4, Upper Valley Surveys, 5020 Country Club Place, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

[22-1272](#)

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

Subject Property: 5020 Country Club Place
Applicant: El Paso Country Club - PZST22-00008

District 1

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

PUBLIC HEARING WILL BE HELD ON NOVEMBER 8, 2022

43. An Ordinance changing the zoning of Lots 1 and 2, Block 6, Highland Park, 1837 Grandview Avenue, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-1296](#)

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: 1837 Grandview Ave.
Applicant: Marcela V. De Panetta, PZRZ21-00033

District 8

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

PUBLIC HEARING WILL BE HELD ON NOVEMBER 8, 2022

44. An Ordinance releasing conditions No. 2 and No. 3 placed on property by Ordinance No. 5193 which changed the zoning of portion of H. F. Fisher Survey No. 293, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-1298](#)

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

Subject Property: 1837 Grandview Ave.
Applicant: Marcela V. De Panetta, PZCR22-00001

District 8

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

PUBLIC HEARING WILL BE HELD ON NOVEMBER 8, 2022

45. An Ordinance changing the zoning of a portion of Lots 14 through 26, Block 4, Hughes Subdivision of Block 2, Alameda Acres, 5713 Welch Avenue, City of El Paso, El Paso County, Texas from S-D/sp (Special Development/special permit) to M-1 (Light Manufacturing), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-1310](#)

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: 5713 Welch Ave.

Applicant: Jose Manuel Valenzuela and Maria Del Sol Covarrubias,
PZRZ22-00016

District 2

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

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

PUBLIC HEARING WILL BE HELD ON NOVEMBER 8, 2022

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

46. Discussion and action that the Purchasing & Strategic Sourcing Director is authorized to notify Perikin Enterprises, LLC, that the City is terminating Contract: 2021-1146 for the construction of the Hondo Pass Collection Station effective October 18, 2022, pursuant to Section 6.9.2 of the General Condition of said Contract and that the Purchasing & Strategic Sourcing Director is authorized to sign all documents necessary to terminate said Contract.

[22-1270](#)

District 4

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

47. The linkage to Strategic Plan is subsection 6.2 - Implement employee benefits and services that promote financial security.

[22-1340](#)

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Aetna Life Insurance Company referencing Contract 2017-1357R Self-funded Comprehensive Health Plan Administration, Stop Loss, Employer Assistance Program and Fully Insured Supplemental Benefit Plan. This will be a change order to increase the contract by \$2,600,000.00 for a total amount not to exceed \$226,606,332.85. The change order will cover the increase in administrative fees for health insurance administration services from January 1, 2023, to December 31, 2024.

Department:	Human Resources
Award to:	Aetna Life Insurance Company
	Hartford, CT
Total Estimated Amount:	\$2,600,000.00
Account No.:	522000-209-3500-14045-P1414
Funding Source:	Benefit Administrators
District(s):	All

This is a Request for Proposal, services contract.

All Districts

Human Resources, Araceli Guerra, (915) 212-1401

Purchasing and Strategic Sourcing, Claudia Garcia, (915) 212-1218

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

48. Discussion and action that the City Manager be authorized to sign a two year On-Call Professional Services Agreement to perform architectural services on a task-by-task basis by and between the City of El Paso and each of the following six (6) consultants:

[22-1266](#)

1. Alvidrez Architecture, Inc.
2. Brown Reynolds Watford Architects, Inc.
3. Carl Daniel Architects, Inc.
4. Countryman & Co., PLLC
5. In*Situ Architecture, PLLC
6. MNK Architects, Inc.

Each On Call Agreement will be for an amount not to exceed \$750,000, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

All Districts

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

49. The linkage to the Strategic Plan is subsection 7.4 Continue the strategic investment in City facilities and technology

[22-1301](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0678 Job Order Contracting and Facilities Construction to Veliz Company, LLC dba Veliz Construction, Keystone GC, LLC and Jordan Foster Construction, LLC. Each contract has an initial term of two (2) and three (3), one (1) year options. The length of each contract including the initial term plus options is five (5) years for an estimated total aggregate of \$20,000,000.00. The award of the contracts will allow to perform maintenance, repair, alteration, renovation, remediation, or minor construction for City of El Paso facilities using the Job Order contract method.

Award to: Contractor 1	Veliz Company, LLC dba Veliz Construction El Paso, TX
Initial Term:	2 years
Option to Extend:	Three (3), one (1) year terms

Award to: Contractor 2	Keystone GC, LLC El Paso, TX
Initial Term:	2 years
Option to Extend:	Three (3), one (1) year terms
 Award to: Contractor 3	 Jordan Foster Construction, LLC El Paso, TX
Initial Term:	2 years
Option to Extend:	Three (3), one (1) year terms
 Total Estimated Award:	 \$20,000,000.00 (5 years)
Account No.:	Various
Funding Source:	2012 Quality of Life Bond, 2019 Public Safety Bond and Capital Improvement Plans
District(s):	All

This is a Competitive Sealed Proposal, Requirements Contract.

The Purchasing & Strategic Sourcing and the Capital Improvement departments recommend award as indicated to Veliz Company, LLC dba Veliz Construction Keystone GC, LLC and Jordan Foster Construction, LLC the highest ranked offerors based on evaluation factors established for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Capital Improvements, Yvette Hernandez, (915) 212-1860

- 50.** The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

[22-1313](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0747 Rojas Drive Widening to International Eagle Enterprise, Inc. for an estimated award of \$12,024,880.90. This project consists of the widening of existing Rojas Dr. from a four-lane roadway to a six - lane divided facility new construction of asphalt and concrete pavement, medians, illumination, signing and striping, shared use path, traffic signalization, landscaping, drainage improvements and ADA compliant facilities.

Department: Capital Improvement
Award to: International Eagle Enterprise, Inc.
El Paso, TX
Item(s): Base Bid I and Base Bid II
Initial Term: 337 Standard Work Week Days
Base Bid I: \$10,550,550.90
Base Bid II: \$1,474,330.00
Total Estimated Award: \$12,024,880.90
Funding Source: Federal Highway Administration, 2011
Certificates of Obligation and 2018 Certificates of Obligation
Accounts: 190-4530-28330-580270-PCP20TRAN05
190-4741-38290-580270-PCP20TRAN05 190-4950-38170-580270
-PCP20TRAN05 190-4970-38230-580270-PCP20TRAN05
District(s): 6

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to International Eagle Enterprise, Inc., the lowest responsive and responsible bidder.

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

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.

District 6

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Capital Improvement, Yvette Hernandez, (915) 212-1845

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

51. An Ordinance renewing and extending the Special Privilege License granted to the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command Southeast, as owner of the Naval

[22-1230](#)

Operations Support Center (NOSC) El Paso, to permit the continued use, maintenance and repair of a surface encroachment of curbing, guttering and security fence over a portion of city right-of-way along Truman Avenue and adjacent to the NOSC El Paso located at 4810 Pollard Street, El Paso, Texas; setting the license term for a term of one (1) year with six (6) additional one (1) year renewal options.

Subject Property: 4810 Pollard

Applicant: United States of America, Department of the Navy, PSPN22-00008

District 2

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

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

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

52. An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to limit individual contributions to political campaigns for Mayor and City Council to \$1,000 per election and require donors to disclose their place of employment. [22-1207](#)

All Districts

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

53. An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to provide public financing for candidates for Mayor and City Council who voluntarily agree to limit their campaign contributions and expenditures and demonstrate community support for their candidacy. [22-1211](#)

All Districts

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

54. An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to use ranked choice voting for the election of Mayor and City Council where voters rank candidates in order of preference, and if no candidate receives a majority, the candidates with the fewest votes are eliminated and the votes they received are transferred to voter's second choice, and so on until there is a majority vote for one candidate, so long as permitted by state law. [22-1212](#)

All Districts

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

REGULAR AGENDA - OTHER BUSINESS:

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

55. Discussion and action on a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and LiftFund, providing \$2,500,000 to LiftFund to administer American Rescue Plan Act (ARPA) funds to institute the City of El Paso Small Business Grant & Interest Buy-Down Program to entities affected by the COVID-19 pandemic. [22-1293](#)

All Districts

Economic and International Development, Mirella Craigo, (915) 212-1617
Economic and International Development, Elizabeth Triggs, (915) 212-1619

56. Discussion and action on a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and Better Business Bureau (the "BBB"), providing \$1,435,522.24 to BBB to administer American Rescue Plan Act ("ARPA") funds to continue the EPBusinessStrong and Buy El Paso Program and to implement the El Paso Small Business Rewards Program.

[22-1315](#)

All Districts

Economic and International Development, Mirella Craigo (915) 212-1617
Economic and International Development, Elizabeth Triggs, (915) 212-1619

57. Discussion and action on a Resolution that the City Manager be authorized to execute a Subrecipient Agreement by and between the City of El Paso and Project Vida, providing \$200,000 to Project Vida to administer American Rescue Plan Act (ARPA) funds to provide Microenterprise Technical Assistance to entities affected by the COVID-19 pandemic.

[22-1317](#)

All Districts

Economic and International Development, Mirella Craigo (915) 212-1617
Economic and International Development, Elizabeth Triggs, (915) 212-1619

58. Discussion and action on a Resolution that the City Manager be authorized to execute a Chapter 380 Economic Development Program Agreement by and between the CITY OF EL PASO, TEXAS, a home-rule municipality of El Paso County, Texas and SCHNEIDER ELECTRIC USA, INC., a Delaware Corporation for the expansion of its operations within the city limits of the City of El Paso for the expansion of its existing facility located at 1601 and 1701 Northwestern Dr to include a minimum \$15,064,000 capital investment, the creation of 368 new full-time positions and the retention of its existing 1,130 full time positions.

[22-1299](#)

District 1

Economic and International Development, Elizabeth Triggs (915) 212-1619
Economic and International Development, Denisse Carter, (915) 212-1620

59. Discussion and action requesting City Council support for the staff recommended project selected to submit for the Reconnecting Communities Pilot (RCP) Discretionary Grant Program.

[22-1308](#)

Districts 2 and 8

Economic and International Development, Karina Brascalla, (915) 212-1570
Economic and International Development, Elizabeth Triggs, (915) 212-1619

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

60. Discussion and action that the City Manager be authorized to sign the First Amendment to 2019-607R Management of Fixed Transit Services and Contracted Service for Lift Paratransit-Solicitation by and between the City of El Paso and MV Contract Transportation, Inc. improving the quality of the services

[22-1281](#)

provided to citizens and increasing the contract value to an amount not to exceed \$57,905,447.15

All Districts

Sun Metro Mass Transit, Ellen A. Smyth, (915) 212-6000

EXECUTIVE SESSION

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

Representatives Peter Svarzbein and Henry Rivera

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. Initiative petition by El Pasoans for Fair Elections. Matter No. 22-1065-156 (551.071)

[22-1325](#)

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 72 hours in advance of the meeting.

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

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



Legislation Text

File #: 22-1263, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of September 27, 2022, the Agenda Review Meeting of September 26, 2022, the Work Session of September 26, 2022, the Work Session of August 16, 2021, the Special City Council Meeting of December 1, 2021, the Special City Council Meeting of December 2, 2021, the Work Session of June 22, 2020, and the Special City Council Meeting of July 6, 2020.

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

September 27, 2022
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:04 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, and Henry Rivera. Cissy Lizarraga participated via videoconference. Early departures: Mayor Leeser at 3:48 p.m. and Cassandra Hernandez at 4:00 p.m.

INVOCATION BY EL PASO POLICE CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Tom Lea Month

National Night Out

Disease Intervention Specialist Day

The Regular City Council meeting was **RECESSED** at 9:53 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 10:16 a.m.

NOTICE TO THE PUBLIC

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

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

NAYS: None

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of September 13, 2022, the Agenda Review Meeting of September 12, 2022, and the Work Session of September 12, 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 3: Promote the Visual Image of El Paso

3. *RESOLUTION

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

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

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

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

358 Wild Willow Dr, more particularly described as Lot 2 (16649.37 Sq Ft), Block 6, Willow Bend #2 Subdivision, City of El Paso, El Paso County, Texas, PID #W418-999-0060-0200

to be \$915.00, 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 November, 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 NINE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$915.00)

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, TROPICANA DEVELOPMENT INC C/O R L BOWLING III, 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:

Tr 1-A-2 (0.51 Ac), Johannsen Surv #185 Abs 2789 Subdivision, City of El Paso, El Paso County, Texas, PID #X185-999-0000-0250

to be \$808.00, 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 1st day of October, 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 EIGHT HUNDRED EIGHT AND 00/100 DOLLARS (\$808.00) 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, HALL LESTER S, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

5320 Santa Teresa Dr, more particularly described as Lot 5 (13200 Sq Ft), Block 5, Los Arcos Estates Subdivision, City of El Paso, El Paso County, Texas, PID #L711-999-0050-0900

to be \$443.00, 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 22nd day of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY THREE AND 00/100 DOLLARS (\$443.00) 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, TIGER I HOLDINGS LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services

Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

5811 Juniper Creek Dr, more particularly described as Lot 8, Block 3, Valley Creek #3 Replat Amending Subdivision, City of El Paso, El Paso County, Texas, PID #V138-999-0030-0800

to be \$411.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED ELEVEN AND 00/100 DOLLARS (\$411.00) 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, RODARTE MANUELA O, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

209 Hardesty Pl, more particularly described as Lots 20 To 22, Block 2, Orchard Park Subdivision, City of El Paso, El Paso County, Texas, PID #O263-999-0020-5000

to be \$609.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of November, 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 SIX HUNDRED NINE AND 00/100 DOLLARS (\$609.00) 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, SANTOSCOY PROPERTIES LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

4031 Chester Ave, more particularly described as Lots 11 To 16 (21000 Sq Ft), Block 37, Government Hill Subdivision, City of El Paso, El Paso County, Texas, PID #G569-999-0370-3100

to be \$320.00, 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 7th day of October, 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 TWENTY AND 00/100 DOLLARS (\$320.00) 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, HAMBLETON DOLORES, 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:

2606 Mountain Ave, more particularly described as Lots 26 To 29 (Homesite) (10648 Sq Ft), Block 27, Military Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M436-999-0270-8100

to be \$484.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTY FOUR AND 00/100 DOLLARS

(\$484.00) 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, SANCHEZ ROBERTO & JUANA C, 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:

4522 Durazno Ave, more particularly described as Lot 23, Block 20, Lincoln Park Subdivision, City of El Paso, El Paso County, Texas, PID #L314-999-0200-7100

to be \$610.81, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of July, 2016, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED TEN AND 81/100 DOLLARS (\$610.81) 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, AVILA JAVIER 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:

E Pt Of 26 (50.05 Ft On W 91.58 Ft On N 37.04 Ft On E 91.39 Ft On S)(0.092 Ac), Park Side Subdivision, City of El Paso, El Paso County, Texas, PID #P376-999-0000-7700

to be \$340.00, 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 22nd day of November, 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 FORTY AND 00/100 DOLLARS (\$340.00) 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, DIAZ RENE, 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:

7224 Barker Rd, more particularly described as Tr 6-B (1.833 Ac), Block 23, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-023A-0660

to be \$1203.88, 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, 2016, 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 TWO HUNDRED THREE AND 88/100 DOLLARS (\$1203.88) 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.

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

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

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

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

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

4756 Loma De Plata Dr, more particularly described as Lot 15 (5715.15 Sq Ft), Block 30, North Hills #10 Subdivision, City of El Paso, El Paso County, Texas, PID #N425-999-0300-1500

to be \$632.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of October, 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 SIX HUNDRED THIRTY TWO AND 00/100 DOLLARS (\$632.00) 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, CASILLAS VICTOR 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:

316 Milton Rd, more particularly described as Lot 5 (0.468 Ac), Block 2, North Loop Gardens #2 Subdivision, City of El Paso, El Paso County, Texas, PID #N446-999-0020-1100

to be \$361.50, 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 3rd day of November, 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 SIXTY ONE AND 50/100 DOLLARS (\$361.50) 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, VARELA GRACIELA, 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:

7865 San Jose Rd, more particularly described as Tr 5-B (Homesite) (0.013 Ac), Block 17, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-017A-0510

to be \$668.00, 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 2nd day of November, 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 SIX HUNDRED SIXTY EIGHT AND 00/100 DOLLARS (\$668.00) 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, VARELA MANUEL 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:

8116 Alameda Ave, more particularly described as Pt Of 20 & 21 (77.91' On N 84.28' On NW 135 & 100' On SE 80.01' On S 230.22' On W) & 8-J Blk 33 Ysleta, San Jose Park Subdivision, City of El Paso, El Paso County, Texas, PID #S091-999-0010-9950

to be \$562.00, 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 28th day of October, 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 FIVE HUNDRED SIXTY TWO AND 00/100 DOLLARS (\$562.00) 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, NEWMAN JAMES R & BEATRIZ A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

11736 Trey Burton Dr, more particularly described as Wly 62.85 Ft Of 33 & Ely 0.75 Ft Of 32, Block 282, Vista Del Sol #57 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-2820-6500

to be \$497.50, 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 3rd day of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY SEVEN AND 50/100 DOLLARS (\$497.50) 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, GARLEY INVESTMENTS LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

513 S Piedras St, more particularly described as N Pt Of 10 (80 Ft On Piedras 209.35 Ft On S 51.25 Ft On W 257.4 Ft On N), Block 120, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-1200-3100

to be \$286.46, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of June, 2016, 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 SIX AND 46/100 DOLLARS (\$286.46) 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, CADOGAN PROPERTIES INC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

192 Cactus Pointe Ct, more particularly described as Lot 8 (16293.00 Sq Ft), Block 1, Cactus Pointe Subdivision, City of El Paso, El Paso County, Texas, PID #C001-999-0010-0800

to be \$330.50, 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 6th day of December, 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 THIRTY AND 50/100 DOLLARS (\$330.50) 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, GONZALEZ GLORIA & 17, 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:

1008 S Oregon St, more particularly described as FRC 15 & 16 EXC RR R/W (3380 SQ FT), Block 46, Campbell Subdivision, City of El Paso, El Paso County, Texas, PID #C050-999-0460-6200

to be \$406.00, 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 1st day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIX AND 00/100 DOLLARS (\$406.00) 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, GONZALEZ GLORIA, 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:

1010 S Oregon St, more particularly described as FRC 17 EXC RR R/W (676 Sq Ft), Block 46, Campbell Subdivision, City of El Paso, El Paso County, Texas, PID #C050-999-0460-6800

to be \$386.00, 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 1st day of December, 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 EIGHTY SIX AND 00/100 DOLLARS (\$386.00) 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, VALENZUELA DAMARIZ, 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:

4245 Camelot Heights Dr, more particularly described as Lot 35, Block 7, Camelot Heights #2 Replat B Subdivision, City of El Paso, El Paso County, Texas, PID #C007-999-0070-3500

to be \$347.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of November, 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 FORTY SEVEN AND 50/100 DOLLARS (\$347.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

WHEREAS the City of El Paso (the “City”) was selected to host the 2023 National Neighborhood USA conference (the “Event”); and

WHEREAS on July 6, 2022 the City of El Paso (the “City”) issued a proclamation for the month of July to be known as El Paso Neighborhoods USA conference month and recognized and honored the dedication and commitment of El Paso Neighborhood Coalition, Community and Human Development, Destination El Paso to bring the Neighborhoods USA conference to El Paso; and

WHEREAS the City of El Paso (the “City”) entered into an agreement with Neighborhood USA, under the City Manager’s delegation of authority, for the City to host the Event; and

WHEREAS City wishes to support the Event by entering into a contract (“Event Support Contract”) with Neighborhood, USA including authorizing the City Manager to accept donations in support of the Event.

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

That, the City Manager is authorized to sign the Event Support Contract between the City of El Paso and Neighborhoods, USA, to accept donations in support of the 2023 National Neighborhood USA conference, and make necessary budget transfers to effectuate the intent of this Resolution.

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

5.

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

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

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

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, ZELNY ERIK (“Taxpayer”) requested a waiver of penalties and interest on July 26, 2022, before the 181st day after the delinquency date, in the amount of \$1,765.65 for the 2021 delinquent taxes for the property with the following legal description:

148 TIERRA DEL ESTE #36 LOT 1 (6001.29 SQ FT)

WHEREAS, the Taxpayer paid the taxes owed on the property on July 12, 2022, which is not later than the 21st day after the date the taxpayer knew or should have known of the delinquency; and

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

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

THAT the Taxpayer, ZELNY ERIK, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2021 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$1,765.65, for the property with the following legal description:

148 TIERRA DEL ESTE #36 LOT 1 (6001.29 SQ FT)

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

6.

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

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

That the City Manager be authorized to sign a Traffic Signal Agreement between the City of El Paso ("City") and Marmaxx Operating Corp., whereby the City agrees to maintain the traffic signal improvements installed by Marmaxx Operating Corp. Located at the intersection of Global Reach Dr. and George Perry Blvd. and the three-way traffic signal installed by Marmaxx located at 3900 Global Reach Dr. and Driveway 2.

7.

.....
ITEMS 7 AND 8 WERE TAKEN TOGETHER
.....

R E S O L U T I O N

WHEREAS, the Transportation Policy Board, comprised primarily of local elected officials, is the regional transportation policy board associated with the El Paso Metropolitan Planning Organization (EPMPO) and the regional forum for cooperative decisions on transportation; and,

WHEREAS, the El Paso Metropolitan Planning Organization on July 5, 2022 announced the availability of approximately \$6,258,334 for the current Transportation Alternatives Set- Aside Program call for projects; and,

WHEREAS, the City of El Paso intends to submit a transportation alternative project application for the McRae Shared Use Path Album to Montana project to the El Paso Metropolitan Planning Organization (EPMPO) prior to the October 21, 2022 deadline; and,

WHEREAS, the Transportation Policy Board requires the submittal of a resolution as part of the Transportation Alternatives Set-Aside Call for Project application submission with application or no later than October 28, 2022.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The City of El Paso supports the McRae Shared Use Path Album to Montana as applied for in the Transportation Alternatives Set-Aside Call for Projects FY 2024-2025 fund application.

Section 2. The City of El Paso will serve as the public sponsor and lead project contact on this project. The City of El Paso agrees to designate a single point of contact for the project.

Section 3. The City of El Paso commits to fund a minimum local cash match of 20% of the total project cost.

Section 4. The City of El Paso confirms that City of El Paso, not the Transportation Policy Board, will be responsible for any cost overruns.

Section 5. The City of El Paso understands and acknowledges that all awarded funding is provided on a reimbursement basis.

Section 6. The City of El Paso confirms the project timeline is realistic and commits that if the project is selected for funding, an agreement will be executed within one year of selection and the project will advance to construction within three years from the date of selection.

8.

RESOLUTION

WHEREAS, the Transportation Policy Board, comprised primarily of local elected officials, is the regional transportation policy board associated with the El Paso Metropolitan Planning Organization (EPMPO) and the regional forum for cooperative decisions on transportation; and,

WHEREAS, the El Paso Metropolitan Planning Organization on July 5, 2022 announced the availability of approximately \$6,258,334 for the current Transportation Alternatives Set- Aside Program call for projects; and,

WHEREAS, the City of El Paso intends to submit a transportation alternative project application for the McRae Shared Use Path Montwood to Album project to the El Paso Metropolitan Planning Organization (EPMPO) prior to the October 21, 2022 deadline; and,

WHEREAS, the Transportation Policy Board requires the submittal of a resolution as part of the Transportation Alternatives Set-Aside Call for Project application submission with application or no later than October 28, 2022.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The City of El Paso supports the McRae Shared Use Path Montwood to Album as applied for in the Transportation Alternatives Set-Aside Call for Projects FY 2024-2025 fund application.

Section 2. The City of El Paso will serve as the public sponsor and lead project contact on this project. The City of El Paso agrees to designate a single point of contact for the project.

Section 3. The City of El Paso commits to fund a minimum local cash match of 20% of the total project cost.

Section 4. The City of El Paso confirms that City of El Paso, not the Transportation Policy Board, will be responsible for any cost overruns.

Section 5. The City of El Paso understands and acknowledges that all awarded funding is provided on a reimbursement basis.

Section 6. The City of El Paso confirms the project timeline is realistic and commits that if the project is selected for funding, an agreement will be executed within one year of selection and the project will advance to construction within three years from the date of selection.

Representative Hernandez commented.

The following members of the public commented:

1. Mr. Ben Puebla
2. Ms. Bertha Puebla

1ST MOTION

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

2ND AND FINAL MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **APPROVE** the Resolutions.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein

CONSENT AGENDA – BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

9. *Motion made, seconded, and unanimously carried to **APPOINT** Bertha A. Gallardo to the City Plan Commission by Mayor Oscar Leeser.
 10. *Motion made, seconded, and unanimously carried to **APPOINT** Nadia Baem to the Historic Landmark Commission by Representative Peter Svarzbein, District 1.
-

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

11. *Motion made, seconded, and unanimously carried to **APPOINT** Rene D. Peña to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.
-

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS

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

12. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds listed below and posted on the attachment with this agenda:
 1. Stewart Title, in the amount of \$2,552.01 made an overpayment on November 11, 2021 of 2021 taxes. (Geo. # C518-999-1010-0300)
 2. Prosperus Title & Escrow LLC, in the amount of \$4,014.78 made an overpayment on August 08, 2022 of 2021 taxes. (Geo. # L447-999-0540-8100)
 3. Roadrunner Recovery, in the amount of \$7,100.40 made an overpayment on July 29, 2022 of 2022 taxes. (Geo. # S658-999-0100-5000)
-

CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS

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

13. *Motion made, seconded, and carried to **ACCEPT** the notation pursuant to Section 2.92.080 of the City Code, of receipt of campaign contributions of Five Hundred Dollars or greater by Representative Isabel Salcido in the amounts of \$500 Paul and Suzanne Alexander Dipp; \$500 Julio Cesar Viramontes; \$2,000 Demetrio Jimenez; \$500 Joseph C. Gaskins; \$1,038.73 by Adam Frank; \$2,500 Raymond and Kathy Palacios; \$1,000 by Ruben Chavez; \$1,000 by Dan W. Olivas; \$1,000 by Eduardo A. and Maria R. Rodriguez; \$2,500 by Maria F. Teran; \$1,000 by Olivia Alba; \$500 by Jorge and Yvonne D. Ojeda; \$2,000 by Gary and Cecilia Porras; \$1,000 by Sergio and Mariza Garcia; \$1,000 by Dion J. Castro; \$2,500 by Richard A. Castro; \$500 by Oscar Venegas; \$2,500 by Edward and Margarita Escudero; \$1,000 by Duane E. Murphy; \$500 by Carmen Renee Jimenez; \$2,500 by Randall J. Bowling; \$2,500 by Robert Bowling.

.....
CONSENT AGENDA – REQUEST FOR PROPOSAL:
.....

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

14. **1ST MOTION**

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

2ND AND FINAL MOTION

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **AWARD** Solicitation No. 2022-0245R Air Service Development Consulting Services to InterVISTAS Consulting, Inc. for an initial term of three (3) years for a total initial estimated award of \$225,000.00. The award also includes a two (2) year option for an estimated amount of \$150,000.00. 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 \$375,000.00.

The difference based in comparison to the previous contract is as follows: An increase of \$75,000.00 for the initial term, which represents a 25% increase due to market conditions and inflation.

Department:	El Paso International Airport
Award to:	InterVISTAS Consulting, Inc. Washington, DC
Initial Term:	3 Years
Option:	2 Years
Initial Term Estimated Award:	\$ 225,000.00 (3 years)
Option Term Estimated Award	\$ 150,000.00 (2 years)
Total Estimated Award:	\$ 375,000.00 (5 years)
Account No.:	521160-562-3000-62030
Funding Source:	Airport Enterprise Funds
District(s):	All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and the El Paso International Airport Departments recommend award as indicated InterVISTAS Consulting, Inc. the highest ranked proposer for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Mr. Sam Rodriguez, Chief Operations Officer, presented a PowerPoint presentation, (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Svarzbein, Annello and Hernandez commented.

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

NAYS: None

.....
CONSENT AGENDA – BIDS:
.....

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

15. *Motion made, seconded, and unanimously carried to **AWARD** the Solicitation 2022-0752 Oil/Water Separator Services (Re-Bid) to D&H United Fueling Solutions, Inc. for an initial three (3) year term for an estimated amount of \$105,000.00. The award also includes a two (2) year option for an estimated amount of \$70,000.00. 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 \$175,000.00. This contract will allow oil and water separator services for Fleet Services.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$60,000.00 for the initial term, which represents a 133.33% increase due to increased labor costs and an increase in required services.

Department:	Streets and Maintenance
Vendor:	D&H United Fueling Solutions, Inc. San Antonio, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$35,000.00
Initial Term Estimated Award:	\$105,000.00 (3 Years)
Total Estimated Award:	\$175,000.00 (5 Years)
Account Number:	532 - 3600 - 531250 - 37020 - P3701
Funding Source:	Internal Service Fund
District(s):	All

This is a Low Bid contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to D&H United Fueling Solutions, Inc., the lowest, responsible and responsive bidder.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

.....
REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:
.....

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

16. RESOLUTION

WHEREAS, Dr. Sylvia Acosta is an El Paso native, a Bel Air High School graduate, and has a doctorate in Educational Leadership from New Mexico State University. She was

named a Woman of Impact by El Paso Inc. in 2021 and an Outstanding Texas Child Advocate by Children at Risk, a national advocacy organization; and

WHEREAS, Dr. Acosta became CEO of the YWCA in 2017. She was previously a higher education administrator, serving as assistant Vice Chancellor at the University of California-Irvine for four years before returning to her hometown of El Paso; and

WHEREAS, Dr. Acosta guided the YWCA's response to the pandemic, secured more than \$40 million in donations and launched the renovation of three YWCA centers; and

WHEREAS, Dr. Acosta led the nonprofit's response to several crises in the region, to include the refugee surge in 2019, the mass shooting on Aug. 3, 2019, and the ongoing coronavirus pandemic. She spoke out against the separation of migrant children from their families, and the nonprofit helped to raise support for refugees. Dr. Acosta also testified before Congress after the mass shooting.

WHEREAS, the YWCA, which is El Paso's largest child-care provider, faced a significant challenge after COVID-19 began affecting El Paso on March 2020. Many child-care facilities had to close in efforts to slow the pandemic's spread, but under Dr. Acosta's leadership, the YWCA offered child-care services to first responders and medical providers so they could provide health services. During Dr. Acosta's tenure, the YWCA also expanded its after-school programs and provided no-cost child care to families impacted financially by the pandemic; and

WHEREAS, Dr. Sylvia Acosta, who led the YWCA Paso del Norte Region through the challenges of the COVID-19 pandemic and brought in the biggest gift in the history of the organization, resigned as Chief Executive Officer on Monday, June 27, 2022; and

WHEREAS, on July 2022, Dr. Acosta embarked on a new journey and started a new job as Senior Vice President and Chief Growth Officer for the National Minority Supplier Development Council; and

WHEREAS, the National Minority Supplier Development Council ("NMSDC") is a national organization, founded in 1972, that works nationally to help minorities advance into the corporate supply chain, scale their businesses and build wealth; and

WHEREAS, NMSDC works with 23 regional affiliates across the country. There are three NMSDC affiliates in Texas. El Paso is part of the Southwest MSDC affiliate in Austin, which also serves New Mexico, Oklahoma and Southwest Texas; and

WHEREAS, one of Dr. Acosta's conditions for a new job was being able to stay in El Paso and her new position allows her to stay in the Sun City; and

WHEREAS, in her new position, Dr. Acosta is in charge of Hispanic outreach and fundraising, and has expressed her goal is to raise \$50 million over the next several years; and

WHEREAS, Dr. Acosta's position is new and she will be building her department from the ground up. Part of her responsibility is to strengthen the organization through philanthropy. Dr. Acosta is also tasked with bringing in more Hispanic-owned businesses to the organization to connect them with opportunities for corporate supply chain contracts; and

WHEREAS, El Paso has many minority-owned businesses and entrepreneurs that could benefit from the offerings of the organization; and

WHEREAS, her new position gives her a momentous opportunity to work with an organization that is perfectly aligned with her personal values in social, racial and economic equity and at the same time gives her the opportunity to continue to do what she did at the YWCA, now on a more national level, and support minority-owned businesses in their ability to scale.

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

1. Recognizes Dr. Sylvia Acosta for her years of service as the CEO of the YWCA Paso del Norte Region; and
2. Congratulates her on her new position as Senior Vice President and Chief Growth Officer for the National Minority Supplier Development Council.

Representative Rivera read the Resolution into the record.

Mayor Leeser commented.

Dr. Sylvia Acosta, recipient, commented.

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

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

NAYS: None

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

- 17. ITEM:** Discussion and action on the recognition of El Paso Fire Department (EPFD) Firefighter Armando Lopez for being the only first responder from El Paso to receive the 2022 Star of Texas Award from Governor Abbott.

Mayor Leeser and Representative Rivera commented.

Firefighter Armando Lopez commented.

Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried to **RECOGNIZE** El Paso Fire Department (EPFD) Firefighter Armando Lopez for being the only first responder from El Paso to receive the 2022 Star of Texas Award from Governor Abbott.

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

NAYS: None

- 18. ITEM:** Discussion and action to direct city staff to develop solutions internally and in coordination with the City of Sunland Park, NM to mitigate the strain on city roadways as a result of increasing development within the State of New Mexico that connects directly to the City of El Paso streets.

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

The following City staff members commented:

- Ms. Karla Nieman, City Attorney
- Mr. Sam Rodriguez, Chief Operations Officer

The following members of the public commented:

1. Ms. Barbara Duchouquette
2. Mr. Robert Jacobs
3. Mr. Fernando Gomez
4. Ms. Patricia Sanders
5. Ms. Susan Martinez
6. Ms. Deliris Montanez Berrios

Mr. Al Lanza, citizen, asked that his opposition be noted into the record.

1ST MOTION

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

2ND AND FINAL MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Salcido and unanimously carried for El Paso City staff, to include our City Manager and Legal City Department as other relevant parties to advocate on behalf of the residents of El Paso directly to the City Council, Mayor of the City of Sunland Park and all relevant City of Sunland Park's staff, including their City Manager and City Attorneys, to relate the concerns of public safety and traffic concerns about the proposed Sun River Estates Project and to **DIRECT** staff to **RETURN IN FOUR WEEKS** with options and explanations for restricting traffic on Frontera Road from Sunland Park New Mexico including an option for closing Frontera Road at the New Mexico State Line.

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

NAYS: None

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

19. **RESOLUTION**

WHEREAS, Chalk the Block was founded in 2008 as a one-day sidewalk chalk art competition with twelve participating artists that took place at Arts Festival Plaza. Since that time, the event has grown to be the largest public arts festival in the region; and

WHEREAS, with overwhelming support from private and public partners, local and touring artists, and audiences from both sides of the border, the event has expanded into a three-day celebration of art, color, and community; and

WHEREAS, over 45,000 people visit the event each year which is located in the heart of the El Paso Downtown Arts District and over 200 local and touring artists from all disciplines participate at Chalk the Block creating a fun, immersive, and diverse environment for people of all ages to enjoy; and

WHEREAS, the event features; temporary interactive art installations, live dance and theatrical performances, a sidewalk chalk art competition, live bands, art and food vendors, and access to hands-on activities and exhibits at our sister institutions the El Paso Museum of Art and El Paso Museum of History; and

WHEREAS, the Museum and Cultural Affairs Division (MCAD) is excited to announce the fifteenth anniversary of Chalk the Block which will take place in the heart of the Downtown Arts District on October 7-9, 2022; and

WHEREAS, this year's theme will be "15 years in the 915" to celebrate and commemorate the Chalk the Block inception. As part of this momentous celebration, MCAD will be showcasing the local artistic talent that makes El Paso unique; and

WHEREAS, the City of El Paso Museums and Cultural Affairs Department is also excited to announce that Raiz Federal Credit Union is the title sponsor of this year's Chalk the Block Festival; and

WHEREAS, this partnership with Raiz highlights MCAD's commitment to the City of El Paso and shared mission to amplify the vibrancy of our City by supporting opportunities for economic growth in the creative sector; and

WHEREAS, formerly known as El Paso Area Federal Credit Union, Raiz has strong roots in the City of El Paso. They guide members from all walks of life to focus on their goals and help them get there. Raiz is proud of their El Paso roots, as they envision a bold path forward, leading the way with passion.

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

1. Congratulates the City of El Paso's Museums and Cultural Affairs Department on the 15th year anniversary of the Chalk the Block festival to take place in the heart of the Downtown Arts District from October 7-9, 2022; and
2. Thanks Raiz Federal Credit Union for their service to our community and sponsorship of the festival; and
3. Recognizes the month of October as "Chalk the Block 15th Anniversary Month." Congratulations!

Representative Rivera read the Resolution into the record.

Mayor Leeser and Representative Svarzbein commented.

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

Ms. Alejandra Loeza, Marketing and PR Manager for Raiz Federal Credit Union, commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE THE ITEM** to the **FOREFRONT** of the Agenda, before Item 18.

2ND AND FINAL MOTION

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

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

20.

RESOLUTION

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

WHEREAS, on Monday, August 12, 2022, the Canutillo Independent School District earned an “A” rating for overall academic performance from the Texas Education Agency for the 2021-2022 school year; and

WHEREAS, Canutillo ISD scored an overall 90 out of 100, achieving a high score with a total student enrollment of 6,076; and

WHEREAS, Canutillo ISD is the only district in the region to earn an “A” Rating for three straight years; and

WHEREAS, the school district earned an 86 for student achievement, 91 for school progress and 88 for closing gaps;

WHEREAS, Bill Childress Elementary School, Canutillo Elementary School, Congressman Silvestre & Carolina School and Northwest Early College High School scored “A,” and

WHEREAS, Deanna Davenport Elementary School, Gonzalo and Sofia Garcia Elementary School, Jose H. Damian Elementary School, Canutillo Middle School, Jose J. Alderete Middle School and Canutillo High School scored “B;” and

WHEREAS, Canutillo ISD was recently named the Best Small District in Texas by the HEB Excellence in Education Awards.

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

1. Recognizes the Canutillo Independent School District for earning an “A” score and excellent performance; and
2. Recognizes Canutillo ISD Superintendent Pedro Galaviz, the Ysleta ISD Board of Trustees, faculty, staff, students and parents for a successful 2021-2022 school year and great achievement

Mayor Leeser and Representative Svarzbein commented.

Ms. Atiana Mondregon and Ms. Leslie Reyes, Canutillo High School Students, commented.

1ST MOTION

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

2ND AND FINAL MOTION

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

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

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

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

21. Presentation on the FY 2022 Capital Project Year-in-Review Report.

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

Representatives Hernandez and Rodriguez commented.

The following City staff members commented:

- Mr. Sam Rodriguez, Chief Operations Officer
- Mr. Tommy Gonzalez, City Manager

NO ACTION was taken on this item.

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

22. Budget Update.

Mr. Robert Cortinas, Chief Financial Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representative Annello commented.

Mr. Tommy Gonzalez, City Manager, commented.

NO ACTION was taken on this item.

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

23. Presentation and discussion on the Street Infrastructure Program.

Mr. Sam Rodriguez, Chief Operations Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein and Annello commented.

Mr. Tommy Gonzalez, City Manager, commented.

NO ACTION was taken on this item.

24. Management update on American Disabilities Act (ADA) and Living Independently Facilitated by Transportation (LIFT).

Ms. Tracey Jerome, Senior Deputy City Manager, introduced the item.

Ms. Ellen Smyth, Chief Transit and Field Operations Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Annello commented.

NO ACTION was taken on this item.

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

25. Presentation and discussion on El Paso Animal Services Reunification and Pet Support.

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

- Mr. Terry Kebschull, Director
- Mr. Adam Parra, Research and Management Assistant

NO ACTION was taken on this item.

.....
The Regular City Council Meeting was **RECESSED** at 11:31 a.m.

The Regular City Council Meeting was **RECONVENED** at 12:03 p.m.

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

The following members of the public commented:

1. Ms. Elain Prickett
2. Ms. Denisse Lebeouf
3. Mr. Jesus Mendoza
4. Mr. Alfredo Espinoza
5. Mr. Michael Sarabia
6. Mr. Carlos Alarcon
7. Ms. Wally Cech

A motion was made, seconded, and carried to **SUSPEND THE RULES OF ORDER** to allow for additional speakers after the sign up period and to allow City Officials to interact with speakers.

Mayor Leeser and Representative Rodriguez commented.

The following City staff members commented:

- Mr. Paul Albright, City of El Paso Chief Military Officer
- Ms. Tracey Jerome, Senior Deputy City Manager

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

Goal 3: Promote the Visual Image of El Paso

26. An Ordinance changing the zoning of Lots 17 to 20, Block 52, Bassett, 2101 Texas Avenue, City of El Paso, El Paso County, Texas from A-3/SP (Apartment/Special Permit) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 2101 Texas Avenue

Applicant: D & H Enrique Properties, LLC., PZRZ22-00020

27. An Ordinance granting Special Permit No. PZST22-00011, to allow for Infill Development with a reduction in rear yard setback and side street yard setback and 100% parking reduction on the property described as Lots 17 to 20, Block 52, Bassett, 2101 Texas Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development and 20.14.070 Parking Reduction of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 2101 Texas Avenue

Applicant: D & H Enrique Properties, LLC., PZST22-00011

28. An Ordinance changing the zoning of a portion of Tract 4, Kilpatrick Subdivision, 8636 North Loop Drive, City of El Paso, El Paso County, Texas from A-2 (Apartment) to C-3 (Commercial) and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 8636 North Loop Drive

Applicant: Rojas Pullman Trust, PZRZ22-00018

PUBLIC HEARING WILL BE HELD ON OCTOBER 25, 2022 FOR ITEMS 26 THROUGH 28

29. An Ordinance renewing and extending the Special Privilege License granted to the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command Southeast, as owner of the Naval Operations Support Center (NOSC) El Paso, to permit the continued use, maintenance and repair of a surface encroachment of curbing, guttering and security fence over a portion of city right-of-way along Truman Avenue and adjacent to the NOSC El Paso located at 4810 Pollard Street, El Paso, Texas; setting the license term for a term of one (1) year with six (6) additional one (1) year renewal options.

Subject Property: 4810 Pollard

Applicant: United States of America, Department of the Navy, PSPN22-00008

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

-
30. An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to limit individual contributions to political campaigns for Mayor and City Council to \$1,000 per election and require donors to disclose their place of employment.
-
31. An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to provide public financing for candidates for Mayor and City Council who voluntarily agree to limit their campaign contributions and expenditures and demonstrate community support for their candidacy.
-
32. An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to use ranked choice voting for the election of Mayor and City Council where voters rank candidates in order of preference, and if no candidate receives a majority, the candidates with the fewest votes are eliminated and the votes they received are transferred to voter's second choice, and so on until there is a majority vote for one candidate, so long as permitted by state law.
-

.....

PUBLIC HEARING WILL BE HELD ON OCTOBER 11, 2022 FOR ITEMS 29 THROUGH 32

.....

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

.....

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

.....

33. Motion made by Representative Annello, seconded by Representative Molinar, and unanimously carried to **AWARD** Solicitation 2022-0594 Traffic Signal Improvements to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$5,942,984.00. The project scope consists of installation of traffic signals to address traffic congestion control deficiencies that will result in enhancing various intersections throughout the city for pedestrians, and vehicular traffic.

Department:	Capital Improvement
Award to:	ZTEX CONSTRUCTION, INC.
	El Paso, TX
Item(s):	Base Bid I
Initial Term:	510 Consecutive Calendar Days
Base Bid I:	\$5,942,984.00
Total Estimated Award:	\$5,942,984.00
Funding Source:	Traffic Signals CIP 2020
Accounts:	190-4746-580270-38290-PCP20TRAFFICSIG
District(s):	4, 5, 8

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC., the sole 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.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

Goal 8: Nurture and Promote a Healthy, Sustainable Community

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 Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Carl Daniel Architects, Inc., a Domestic For-Profit Corporation, for a project known as "Architect & Engineering Services ~ El Paso Health Department Relocation, Phase I" for an amount not to exceed \$592,361.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$692,361.00; 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.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

35.

ORDINANCE 019384

The City Clerk read an Ordinance entitled: **AN ORDINANCE VACATING A 0.012 ACRE AND 0.018 ACRE PORTIONS OF CITY RIGHT-OF-WAY ADJACENT TO A PORTION OF PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

Representative Annello commented.

Ms. Armida Martinez, Lead Planner, commented.

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

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

36.

ORDINANCE 019385

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO AIRWAVZ SOLUTIONS, INC. FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, USE AND REPAIR OF 62 LINEAR FEET OF ALL NECESSARY, DESIRABLE, SUBSURFACE WIRES, CABLES, UNDERGROUND CONDUITS, MANHOLES OR OTHER STRUCTURES AND APPURTENANCES IN CONNECTION WITH TELECOMMUNICATION SYSTEMS AND FIBER OPTIC, CONDUIT AND CABLES WITHIN A PORTION OF CITY RIGHT-OF-WAY UNDERNEATH CURIE DRIVE; SETTING THE LICENSE TERM FOR A TERM OF FIVE (5) YEARS WITH TWO (2) RENEWABLE FIVE (5) YEAR TERMS.**

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

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

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

37.

ORDINANCE 019386

The City Clerk read an Ordinance entitled: **AN ORDINANCE TO AMEND THE 2025 MAJOR THOROUGHFARE PLAN TO DELETE A PORTION OF ROANOKE DR., A PROPOSED NORTH/SOUTH CONNECTION BETWEEN THREADGILL AVENUE AND WILL RUTH AVENUE.**

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

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

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

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

38. RESOLUTION

WHEREAS, on May 19, 2022 the Mayor of the City of El Paso ("City") issued an Emergency Ordinance due to a new wave of migration through the City of El Paso ("Ordinance 019333"); and

WHEREAS, on September 12, 2022, City Council ratified the award of 2022-0971 Charter Bus Transportation Services ("Contract"), under §§ 252.022(a)(1) – (2) of the Texas Local Government Code in an amount not to exceed \$2,000,000 from August 26, 2022 to December 31, 2023 to Gogo Charters LLC, for charter bus transportation services to migrants; and

WHEREAS, actual use and associated cost of the services covered by Contract are likely to exceed the initial award amount; and

WHEREAS, the City wishes to increase the amount of the Contract to allow the City to continue to use the Contract to provide transportation to migrants to other cities as may be needed.

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

That the City Council of the City of El Paso authorize the Purchasing & Strategic Sourcing Director to increase contract 2022-0971 Charter Bus Transportation Services for an additional \$4,000,000 for a total amount not to exceed \$6,000,000.

RESOLUTION

WHEREAS, on May 19, 2022 the Mayor of the City of El Paso issued an Emergency Ordinance due to a new wave of migration through the City of El Paso ("Ordinance 019333"); and

WHEREAS, on September 9, 2022, the City approved the award of 2023-0061 Charter Bus Transportation Services to American Coach & Limousine, Inc. for charter bus transportation services - migrants;
And

WHEREAS, the City award for September 9, 2022 was executed under the authority of Emergency Ordinance 019333, §§ 252.022(a)(1) - (2) of the Texas Local Government Code; and

WHEREAS, as of September 18, 2022, the City has expended \$617,222 on award 2023-0061 On-Call Charter Bus Transportation Services; and

WHEREAS, the parties now desire that City Council ratify the award of 2023-0061 On-Call Charter Bus Transportation Services for an amount not to exceed \$6,000,000 from September 9, 2022 to December 31, 2023.

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

That the City Council ratify the award of 2023-0061 On-Call Charter Bus Transportation Services to American Coach & Limousine, Inc., for charter bus transportation services to migrants and that the City Council accept pricing for these services for an amount not to exceed \$6,000,000. The terms and conditions of the ratified award are included in the Service Agreement. The award of this contract will allow to transport migrants to other cities as needed.

Ms. Tommy Gonzalez, City Manager, introduced the item.

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

- Deputy City Manager Chief Mario D'Agostino
- Assistant Fire Chief Jorge Rodriguez
- Ms. Laura Cruz-Acosta, Strategic Communications Director

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

The following City staff members commented:

- Ms. Nicole Cote, Office of Management and Budget and Purchasing and Strategic Sourcing Managing Director
- Ms. Karla Nieman, City Attorney
- Mr. Sam Rodriguez, Chief Operations Officer

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

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

NAYS: Representatives Salcido and Rodriguez

.....
39. ITEM: Presentation and discussion on the Grants and Strategic Initiatives Program.

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

Motion made by Representative Anello, seconded by Representative Rodriguez, and unanimously carried to **POSTPONE** the item for **TWO WEEKS**

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

.....
40. RESOLUTION

WHEREAS, on March 11, 2021, President Joseph R. Biden signed the American Recovery Plan Act of 2021 into law and appropriated \$3 billion to be awarded by the United States Department of Commerce's Economic Development Administration (EDA) to assist communities nationwide in their efforts to build back better by accelerating economic recovery and building local economies that will be resilient to future shocks; and,

WHEREAS, through the American Recovery Plan Act, funding became available across six programs, including the Build Back Better Regional Challenge; and,

WHEREAS, the Challenge is designed as a two-phase competition to (1) help regions develop transformational economic development strategies, and (2) fund the implementation of those strategies that will create and grow regional growth clusters through a collection of collaborative, aligned projects designed to grow new industries and scale existing ones; and,

WHEREAS, in October of 2021, City Council supported the City's participation in the West Texas Aerospace Manufacturing Coalition led by UTEP's Aerospace center and the submission of the Coalition's application to the Build Back Better Regional Challenge Phase 1; and,

WHEREAS, in December of 2021, from a pool of 529 applicants, the EDA announced that this coalition was one of sixty coalitions nationwide awarded Phase 1 Funding under the Build Back Better Challenge, and invited the Coalition to apply for Phase 2; and,

WHEREAS, on March 14, 2022, City Council voted unanimously to support the City of El Paso's Phase 2 application and grant match; and,

WHEREAS, on September 2, 2022, it was announced that this application was successful, and that USDOT has granted the City of El Paso a \$25,000,000 grant for this project, with a \$6,250,000 local match to develop and construct a 250-acre Advanced Manufacturing District located at the El Paso International Airport; and,

WHEREAS, the Advanced Manufacturing District will promote and retain a highly skilled workforce by fostering the growth of a leading technological industry in our region with an emphasis on aerospace and defense manufacturing.

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

That the City Manager be authorized to accept and sign a grant agreement for the Build Back Better Regional Challenge Phase 2 Grant from the United States Department of Commerce's Economic Development Administration (EDA) for the development and construction of the Advanced Manufacturing District; and

That this authorization shall include the original grant agreement, any related modifications, and any other documents when the form and substance of those documents have been reviewed and approved by the City Attorney's Office, and the authorization will include the ability to sign multiple agreements and documents, as the grant might be issued in various disbursements over time; and

The total grant amount shall include an estimated federal share of \$25,000,000 and an estimated match of \$6,250,000 to be paid for with Airport Enterprise Funds, totaling

\$31,250,000 for the development and construction of the Advanced Manufacturing District; and

That the City Manager may be authorized to approve and sign any budget transfers needed to establish appropriations in connection with this grant.

Ms. Carol Cassady, citizen, submitted a letter that was read into the record by the City Clerk.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

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

41.

R E S O L U T I O N

WHEREAS, on December 3, 2002 the City Council of the City of El Paso ('City') consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("Districts") in the City of El Paso's Extraterritorial Jurisdiction; and

WHEREAS, the City's consent to the creation of the Districts was subject to several conditions; and

WHEREAS, one of the City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bonds and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable; and

WHEREAS, Paseo Del Este Municipal Utility District No. One ("M.U.D. No. 1") requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2022A Bonds by M.U.D. No. 1 (the "Series 2022A Bonds"); and

WHEREAS, the City reviewed the proposed issuance of Series 2022A Bonds by M.U.D. No. 1 and desires to approve the issuance of the bonds.

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

That the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2022A Bonds in the estimated amount of \$2,055,000, by Paseo Del Este Municipal Utility District No. 1, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

Ms. Carol Cassady, citizen, submitted a letter that was read into the record by the City Clerk.

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

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

.....
ADJOURN
.....

Motion made by Mayor Pro Tempore Svarzbein seconded by Representative Annello, and unanimously carried to **ADJOURN** this meeting at 5:07 p.m.

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

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
September 26, 2022
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:02 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Alexsandra Anello, Cassandra Hernandez, Joe Molinar, and Isabel Salcido. Peter Svarzbein, Joe Molinar, Claudia Rodriguez, and Cissy Lizarraga requested to be excused. Late arrival: Henry Rivera at 9:17 a.m.

The agenda items for the September 27, 2022 Regular City Council Meeting were reviewed.

.....
4. CONSENT AGENDA – RESOLUTIONS

That the City Manager be authorized to sign the Event Support Contract between the City of El Paso and Neighborhoods, USA, to accept donations in support of the 2023 National Neighborhoods, USA Conference, and make necessary budget transfers to effectuate the intent of this Resolution.

Representative Molinar questioned the following City staff members:

- Ms. Nickole Rodriguez, Community and Human Development Program Manager
- Ms. Tracey Jerome, Senior Deputy City Manager

.....
6. CONSENT AGENDA – RESOLUTIONS

A Resolution to authorize the City Manager to sign a Traffic Signal Agreement between the City of El Paso and Marmaxx Operating Corp. whereby the City agrees to maintain the traffic signal improvements installed by Marmaxx Operating Corp., located at the intersection of Global Reach Dr. and George Perry Blvd. and the three-way traffic signal installed at the intersection of 3900 Global Reach Dr. and Driveway 2.

Representative Cassandra Hernandez questioned the following City staff member:

- Mr. Richard Bristol, Streets and Maintenance Director

.....
38. REGULAR AGENDA – OTHER BUSINESS

Presentation, discussion and action by the City Manager's Office and Office of Emergency & Management providing information on key activities, efforts, and processes related to the migrant crisis:

1. That the City Council of the City of El Paso authorize the Purchasing & Strategic Sourcing Director to increase contract 2022-0971 Charter Bus Transportation Services for an additional \$4,000,000 for a total amount not to exceed \$6,000,000.

2. That the City Council ratify the award of 2023-0061 On-Call Charter Bus Transportation Services to American Coach & Limousine, Inc. for charter bus transportation services to migrants and that the City Council accept pricing for these services for a term of sixteen (16) months for a total amount not to exceed \$6,000,000.00. The terms and conditions of the ratified award are included in the Service Agreement. The award of this contract will allow to transport migrants to other cities as needed.

Mayor Leaser commented.

Ms. Tracey Jerome, Senior Deputy City Manager commented.

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

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

NAYS: None

ABSENT: Representatives Svarzbein, Rodriguez and Lizarraga

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

**CITY COUNCIL WORK SESSION MINUTES
SEPTEMBER 26, 2022
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.**

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:22 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Alexsandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, and Henry Rivera. Peter Svarzbein, Claudia Rodriguez, and Cissy Lizarraga requested to be excused.
.....

AGENDA

.....
Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **APPOINT** Representative Hernandez as Mayor Pro Tempore for this meeting.
.....

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

NAYS: None

ABSENT: Representatives Svarzbein, Rodriguez, and Lizarraga
.....

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

1. Overview (Tommy Gonzalez)

Ms. Tracey Jerome, Senior Deputy City Manager, began the presentation by explaining that the community level was at a "medium" classification however it was moving towards "low" as indicated by the declining number of new COVID-19 cases. She stressed the importance of taking preventative measures such as staying up to date with vaccinations and stated that the new Bivalent booster had been made available at City clinics as of September 22, 2022. Ms. Jerome mentioned that the City remained ahead of State statistics related to vaccination rates, encouraged parents to seek vaccinations for school age children, and reminded the public that free testing was still available at the City's designated locations.

2. City Attorney Overview (Karla Nieman)

- a) Greg Abbott, in his official capacity as Governor of Texas v. City of El Paso & Statewide Mask Mandate Litigation
- b) Additional Updates

Ms. Karla Nieman, City Attorney, noted that there had not been any movement in the cases pending in the 4th, 5th, and 8th Texas Courts of Appeal related to mask mandate litigation.

3. Team Lead Report:

- a) Health Focus (Hector Ocaranza, M.D.)
 - i- COVID-19 update
 - ii- Monkeypox Update
- b) Data Analysis (Roberto Tinajero)

Dr. Hector Ocaranza, Public Health Authority, continued the presentation by explaining that although there was an 80% decline in new cases and a 60% decrease in the number of COVID-19 hospitalizations, there was still a need to protect those individuals at a high risk for severe infection. He encouraged the public to seek the new Bivalent vaccine to stay ahead of new infections and the upcoming flu season. Dr. Ocaranza stated that the City continued to work with school districts to provide recommendations even if reporting was no longer required by the Department of State Health Services. As far as the Monkeypox virus, he said that only 2 cases had been reported in El Paso and the number of new cases were also declining across the Country.

Mr. Roberto Tinajero, Assistant Director of International Bridges, provided data analysis related to inflation levels and the El Paso economy. He said the inflation rate was high and currently at 8.3% with rising costs in shelter, food, and medical care despite a decline in energy and fuel prices. Mr. Tinajero said the recent increase in interest rates by the federal government was aimed at relieving inflation. He ended by saying that the unemployment rate was on the decline but still higher in El Paso in comparison to the rest of the State and said the City would monitor the effect of inflation on sales tax allocation numbers which are currently favorable.

4. City Manager Wrap-up (Tommy Gonzalez)

Ms. Jerome, closed out the presentation by saying that the City would monitor economic indicators as the current inflation rate was a threat to future growth. She highlighted the award of \$25 million from the Build Back Better Regional Challenge Phase 2 Grant for the development and construction of an Advanced Manufacturing District in El Paso.

Mayor Leeser commented.

NO ACTION was taken on this item.

2. International Bridges Department – Management Update – Parking

Mr. Paul Stresow, Assistant Director of International Bridges, presented a PowerPoint presentation (copy on file in the City Clerk's Office) and introduced Mr. Brian Lake, Parking Meter Operations Manager.

The following City staff members commented:

- Ms. Tracey Jerome, Senior Deputy City Manager
- Mr. Brian Lake, Parking Meter Operations Manager

Representatives Annello, Hernandez, and Molinar commented.

NO ACTION was taken on this item.

.....
EXECUTIVE SESSION

Motion made by Representative Molinar, seconded by Representative Annello, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 10:22 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY

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

NAYS: None

ABSENT: Representatives Svarzbein, Rodriguez, and Lizarraga

Motion made by Representative Annello, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 10:53 a.m. and **RECONVENE** the meeting of the City Council at which time a motion was made:

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

NAYS: None

ABSENT: Representatives Svarzbein, Rodriguez, and Lizarraga

.....
EX1. Application of El Paso Electric Company to Revise Its Energy Efficiency Cost Recovery Factory (EECRF) and Establish Revised Cost Caps, Public Utility Commission of Texas Docket No. 53551. Matter No. 22-1008-193 (551.071)

Motion made by Alternate Mayor Pro Tempore Hernandez, seconded by Representative Rivera and carried that the City Attorney's Office in consultation with the City Manager, be authorized to negotiate the settlement and settle this matter in the case Application of El Paso Electric Company to Revise Its Energy Efficiency Cost Recovery Factor (EECRF) and Establish Revised Cost Caps, under Public Utility Commission of Texas Docket No. 53551, pending in Matter No. 22-1008-193, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Hernandez, Molinar, Salcido, and Rivera

NAYS: Representative Annello

ABSENT: Representatives Svarzbein, Rodriguez, and Lizarraga

.....
EX2. Purchase, lease, exchange or value of real property located in El Paso, Texas. Matter No. 22-1004-1433 (551.072)

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

ADJOURN

Motion made by Representative Rivera seconded by Representative Hernandez and unanimously carried to **ADJOURN** the meeting at 10:55 a.m.

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

NAYS: None

ABSENT: Representatives Svarzbein, Rodriguez, and Lizarraga

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

CITY COUNCIL WORK SESSION MINUTES
August 16, 2021
9:05 AM

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

.....
The City Council of the City Council met on the above time and date via videoconference. Meeting was called to order at 9:26 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga.
.....

AGENDA

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

1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, introduced the item and explained that there was an upward trend in the number of new COVID-19 cases reported however, the rate was below the rolling averages across the State and the Nation. He added that hospitalization rates were also on the rise mostly affecting unvaccinated individuals and said the City's vaccination rate was double the State's rate among the 12-15 age category as 82% of children received a first dose and 57% were fully vaccinated. Mr. Gonzalez spoke about the ongoing collaboration with area school districts to set up vaccination sites at various schools. He encouraged vaccinations and the use of mask along with providing the operation hours of the City's testing sites.

Mr. Robert Cortinas, Chief Financial Officer, stated that an estimated \$2 million was being spent monthly with \$15 million in related expenditures from January to date.

Fire Chief Mario D'Agostino commented.

2. City Attorney Overview (Karla Nieman)

- a) State Disaster Declarations**
- b) Emergency Ordinances**
- c) Status of Various Mask Mandates and Pending Litigation against Governor Abbott's COVID-19 Executive Orders**

d) Additional Updates

Ms. Karla Nieman, City Attorney, provided an overview indicating that the Governor's Disaster Declaration was expected to be extended at the end of the month and provided a status on the litigation regarding mask mandates between school districts across the State. She ended by providing statistical information on COVID-19 related offenses filed in the Municipal Courts.

3. Team Lead Report

- a) Health Focus (Hector Ocaranza, M.D.)**
- b) Economic Recovery**
 - a. Small Business Focus (Mirella Craigo)**

Dr. Hector Ocaranza, Public Health Authority, provided an update on the current pandemic situation by stating that the 7-day rolling average of new cases had tripled from the 2nd week in July mostly affecting unvaccinated individuals. He encouraged the public to seek vaccinations and said a high demand for a third dose was expected from immunocompromised people. Dr. Ocaranza ended by encouraging the public to continue wearing face masks despite vaccination status.

Ms. Mirella Craigo, Assistant Director of Economic Development, provided an overview on small business recovery and went over the various efforts to assist such as the distribution of personal protective equipment, job fairs, and marketing plans to promote "Buy El Paso".

4. City Manager Wrap Up

Mr. Tommy Gonzalez, City Manager, wrapped up the presentation by stating that the City was taking proactive measures to mitigate the increase in the number of new COVID-19 cases and also focusing on assisting small businesses as it relates to economic recovery

The following members of the public commented on the need for a mask mandate with the return to in person classes in schools:

1. Ms. Betty Camargo
2. Mr. Fernando Garcia
3. Ms. Veronica Frescas
4. Mr. Marco Silva
5. Ms. Irma Cruz
6. Ms. Dulce Carlos
7. Ms. Susana Herrera

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** at 11:20 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 discuss the item:

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

NAYS: None

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Hernandez,

and unanimously carried to **ADJOURN** the Executive Session at 1:04 p.m. and **RECONVENE** the meeting of the City Council.

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

NAYS: None

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

NO FURTHER ACTION was taken on this item.

2.

ORDINANCE 019215

**AN EMERGENCY ORDINANCE
RE-ENACTING EMERGENCY ORDINANCE NO. 019035
EXTENDING A DISASTER DECLARATION DUE TO A
PUBLIC HEALTH EMERGENCY**

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

WHEREAS, on March 13, 2020, the Mayor signed a Local Emergency Declaration and requested the aid of the State Government pursuant to Texas Government Code Section 418.108; and

WHEREAS, pursuant to El Paso City Code Section 2.48.020(C), a local state of disaster declaration may not be continued or renewed for a period in excess of seven days except by or with the consent of City Council; and

WHEREAS, City Charter Section 3.10 allows for the City Council to adopt an emergency ordinance to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, on March 17, 2020, the City Council adopted Emergency Ordinance No. 019035, Extending a Disaster Declaration Due to a Public Health Emergency; and

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly, with the most recent re-enactment taking place on July 19, 2021; and

WHEREAS, on July 31, 2021, Governor Abbott similarly renewed the State's COVID-19 Disaster Declaration; and

WHEREAS, as of August 6, 2021, the number of COVID-19 active cases in El Paso is over 1,289; and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted to continue a Disaster Declaration; and

WHEREAS, Emergency Ordinance No. 019205 which re-enacts Emergency Ordinance No. 019035 is set to expire on August 18, 2021; and

WHEREAS, the condition necessitating a declaration of a state of disaster continues to exist.

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

1. That the state of disaster proclaimed for the City of El Paso by the Mayor on March 13, 2020, and extended by Emergency Ordinance No. 019035, is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

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

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

NAYS: None

Mayor Leeser consented to the adoption of the Emergency Ordinance.

3. **ORDINANCE 019216**

**AN EMERGENCY ORDINANCE
RE-ENACTING EMERGENCY ORDINANCE NO. 019036,
AS RE-ENACTED, RESTATED AND AMENDED BY EMERGENCY ORDINANCE NO.
019151; AND FURTHER RE-ENACTED AND AMENDED BY EMERGENCY ORDINANCE
NOS. 019156, 019169, 019191 PENALTY AS PROVIDED IN SECTION 8**

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

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

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

WHEREAS, since March 2020, City Council has re-enacted Emergency Ordinance No. 019036 monthly, with the most recent re-enactment, re-statement and amendment taking place on March 16, 2021 and with the most recent re-enactment taking place on July 19, 2021; and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted if the emergency still exists; and

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

WHEREAS, the City Council desires to re-enact Emergency Ordinance No. 019036, as re-enacted, restated and amended on March 16, 2021 through Emergency Ordinance No. 019151, as further re-enacted and amended on March 29, 2021 through Emergency Ordinance No. 019156, as further re-enacted and amended on April 26, 2021 through Emergency Ordinance No. 019169, as further re-enacted and amended on May 24, 2021 through Emergency Ordinance No. 019191, which shall remain in effect for thirty days or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

1. Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and as further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, and 019191, penalty as provided in Section 8, is hereby re-enacted.
2. Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, 019191, penalty as provided in Section 8, shall remain in full force and effect and continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by the City Council, whichever is sooner.
3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor, pursuant to City Charter Section 3.10.

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

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

NAYS: None

Mayor Leeser consented to the adoption of the Emergency Ordinance.

4.

ORDINANCE 019217

**AN EMERGENCY ORDINANCE
RE-ENACTING EMERGENCY ORDINANCE NO. 019091, AS AMENDED BY EMERGENCY
ORDINANCE NO. 019119; PENALTY AS PROVIDED IN SECTION 6**

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of

disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

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

WHEREAS, on March 17, 2020, El Paso City Council adopted Emergency Ordinance No. 019035 extending the City's Disaster Declaration due to a Public Health Emergency; and

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly basis, with the most recent re-enactment taking place on January 5, 2021; and

WHEREAS, Governor Abbott has similarly renewed the State's COVID- 19 Disaster Declaration, with the most recent extension taking place on January 5, 2021; and

WHEREAS, El Paso City Charter Section 3.10 allows City Council to adopt an emergency ordinance to meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, the El Paso City Council desires to support restaurants and similar establishments in their efforts to safely operate during the COVID-19 pandemic by further facilitating outdoor service and dining opportunities; and

WHEREAS, on August 31, 2020, City Council enacted an Emergency Ordinance Instituting Emergency Measures to Allow Temporary Uses on the Public Right of Way and Private Property by Suspending Various City Ordinances ("**Emergency Ordinance No. 019091**")"; and

WHEREAS, City Council has re-enacted Emergency Ordinance Re-Enacting Emergency Ordinance No. 019091, each month, with the most recent re-enaction taking place on July 19, 2021 (Ord. No. 019207) ("Re-enacting Ordinance"); and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted if the emergency still exists; and

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

WHEREAS, the City Council desires to re-enact its August 31, 2020, Emergency Ordinance No. 019091, as amended by Emergency Ordinance No. 019119, which shall take effect immediately, and remain in effect until September 15, 2021, or until otherwise terminated, re- enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

1. That Emergency Ordinance No. 019091, is re-enacted and shall remain in full force and continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by the City Council, whichever is sooner;

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

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

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

NAYS: None

Mayor Leeser consented to the adoption of the Emergency Ordinance.

5. For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on July 26, 2021.

1. Discussion and Action on Audit Plan Updates.

- Motion made by Representative Salcido, seconded by Representative Lizarraga and approved by Representative Rivera, Representative Lizarraga and Representative Salcido to accept the 3rd Quarter Update.

2. Discussion on Client Surveys.

Mr. Edmundo Calderon, Chief Internal Auditor, provided an overview of on the items discussed during the July 26, 2021 meeting.

Mayor Leeser commented.

NO ACTION was taken on this item.

6. Discussion, update, and action on the 87th Texas Legislative Special Sessions for the 87th Legislature.

Ms. Lupe Cuellar and Mr. Snapper Carr, Legislative Attorneys, presented a PowerPoint presentation (copy on file in the City Clerk's Office) and responded to questions from Council.

Ms. Karla Nieman, City Attorney, commented.

Representatives Svarzbein, Annello, Molinar, Rivera, and Lizarraga commented.

1ST MOTION

Motion made by Representative Annello, seconded by Representative Svarzbein, and unanimously carried to **SUPPORT** legislation similar to House Bill 3507 from the 87th Legislature, Regular Session, relating to a "thirteenth check" or one-time supplemental payment of benefits under the Teacher Retirement System of Texas.

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

NAYS: None

ABSTAIN: Representative Lizarraga

2ND MOTION

Motion made by Representative Anello, seconded by Representative Svarzbein, and carried to **OPPOSE** legislation shielding private employers and employees from political subdivision rules, regulations, ordinances, and other actions that require any terms of employment that exceed or conflict with federal or state law relating to any form of employment leave, hiring practices, employment benefits, or scheduling practices.

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

NAYS: Representative Rodriguez

NOT PRESENT FOR THE VOTE: Representative Salcido

3RD MOTION

Motion made by Representative Anello, seconded by Representative Svarzbein, and carried to **OPPOSE** legislation similar to Senate Bill 394 from the 87th Legislature, Regular Session, which prohibits people from providing abortion-inducing drugs by mail or delivery service, strengthens the laws applicable to the reporting of abortions and abortion complications, and ensures that no abortion-inducing drugs are provided unless there is voluntary and informed consent.

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

NAYS: Representatives Rodriguez and Lizarraga

NOT PRESENT FOR THE VOTE: Representative Salcido

4TH MOTION

Motion made by Representative Anello, seconded by Representative Svarzbein, and carried to **OPPOSE** legislation reforming the bail system in Texas to protect the public from accused criminals who may be released on bail.

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

NAYS: Representative Rodriguez

NOT PRESENT FOR THE VOTE: Representative Salcido

5TH MOTION

Motion made by Representative Anello, seconded by Representative Svarzbein, and carried to **OPPOSE** legislation similar to House Bill 3979 concerning critical race theory as originally passed by the Texas Senate in the 87th Legislature, Regular Session.

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

NAYS: Representative Rodriguez and Lizarraga

NOT PRESENT FOR THE VOTE: Representative Salcido

6TH MOTION

Motion made by Representative Anello, seconded by Representative Svarzbein, and carried to **OPPOSE** legislation relating to legislative quorum requirements.

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

NAYS: Representative Rodriguez

NOT PRESENT FOR THE VOTE: Representative Salcido

7TH MOTION

Motion made by Representative Anello, seconded by Representative Svarzbein, and carried to **OPPOSE** legislation identical to Senate Bill 29 as passed by the Texas Senate in the 87th

Legislature, Regular Session, disallowing a student from competing in University Interscholastic League athletic competitions designated for the sex opposite to the student's sex at birth.

AYES: Representatives Svarzbein, Anello, Hernandez, and Rivera

NAYS: Representatives Molinar and Lizarraga

NOT PRESENT FOR THE VOTE: Representatives Salcido and Rodriguez

8TH MOTION

Motion made by Representative Anello, seconded by Representative Svarzbein, and carried to **OPPOSE** legislation safeguarding the freedom of speech by protecting social-media and email users from being censored based on the user's expressed viewpoints, including by providing a legal remedy for those wrongfully excluded from a platform.

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

NAYS: Representative Rodriguez

NOT PRESENT FOR THE VOTE: Representative Salcido

9TH MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Anello, and carried to **SUPPORT** Bill SCR2 recognizing that the Texas-Mexico border is vital to the economy, education, and character of our state, and that the cities and counties along the Texas-Mexico border are vibrant, prosperous, diverse, and safe communities.

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

NAYS: Representatives Molinar and Rodriguez

NOT PRESENT FOR THE VOTE: Representative Salcido

10TH MOTION

Motion made by Representative Hernandez, seconded by Representative Svarzbein, and carried to **OPPOSE** bills that would limit local independent school districts' authority and **SUPPORT** bills that would expand local school district authority to establish COVID protocols based on the pandemic situation.

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

NAYS: Representatives Molinar and Rodriguez

NOT PRESENT FOR THE VOTE: Representative Salcido

11TH AND FINAL MOTION

Motion made by Representative Hernandez, seconded by Representative Anello, and carried to **OPPOSE** legislation that provides funding for a border wall or requires local law enforcement officers to train or perform duties that should be performed by State or Federal law enforcement officers.

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

NAYS: Representatives Molinar

NOT PRESENT FOR THE VOTE: Representative Salcido

7. Presentation and discussion on the creation and governance structure of the El Paso Water Utilities - Public Service Board.

Ms. Karla Nieman, City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

The following City staff members commented:

- Mr. Tommy Gonzalez, City Manager
- Ms. Elizabeth Triggs, Strategic Partnerships Officer
- Mr. Juan Gonzalez, Assistant City Attorney

Representatives Svarzbein, Hernandez, and Lizarraga commented.

NO ACTION was taken on this item.

8. **RESOLUTION**

WHEREAS, pursuant to Section 1502.070 of the Texas Government Code, the management and control of a municipal utility system may be vested in a board of trustees named in the proceedings adopted by the municipality; and

WHEREAS, on May 22, 1952 the City of El Paso ("**City**") adopted Ordinance No. 752 creating the El Paso Water Utilities – Public Service Board ("**EPWater**"), a governing board of trustees, and component unit of the City, duly formed in accordance with Texas law, to operate and manage the El Paso water and wastewater system; and

WHEREAS, on June 19, 2007, the City adopted Ordinance No. 16668 for the purpose of establishing a municipal drainage utility system and vested in EPWater the management and control of that system (together with the water and wastewater system, the "**System**"); and

WHEREAS, Section 1502.068 of the Texas Government Code, as well as Ordinance Nos. 752 and 16668, is required to annually file with the City a detailed report of the operation of the System for the preceding 12-month period; and

WHEREAS, Section 1502.070 allows a municipality to specify the powers and duties of the board of trustees of the municipal utility system; and

WHEREAS, the City Council desires to better integrate and coordinate with EPWater in the delivery of City services, including delivery of water, wastewater, and stormwater drainage and reclamation services, to improve the health, safety and welfare of its residents; and

WHEREAS, the City Council seeks to achieve stronger collaboration through increased communication with EPWater, deeper integration of EPWater in the City's strategic planning process; formalized operational coordination,

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

**Section 1.
Quarterly System Status Reporting**

- A. **Quarterly System Status Reports.** At least quarterly beginning with the Fiscal Year starting September 1, 2021, EPWater will require the General Manager of EPWater (“General Manager”) to present to the City Council a report on the status of the System. This quarterly reporting is in addition to, but where appropriate, may be combined with reporting requirements mandated by applicable federal, state and local statutes, regulations, rules and ordinances. All reports will be made at a regular meeting of the City Council and recorded with the City Clerk.
- B. **Content of Quarterly System Status Reports.** Quarterly System Status reports should include key performance metrics and where appropriate, industry comparative data including best in class rankings, as it relates to the EPWater’s delivery of water, wastewater, drainage, Open Space land management/preservation strategies and reclamation services. An emphasis should be placed on reporting for the following areas:
1. **Product Quality** including the production of high-quality products and performance monitoring metrics and results.
 2. **Customer Satisfaction** including: 1) engagement and education efforts; and 2) customer feedback, complaint and response mechanisms and results, and Open Space land management.
 3. **Financial Viability** including rates that reflect the full cost of service, fees, reserves, debt management, and the creation of additional revenue streams (including revenue generated from land sales).
 4. **Infrastructure Management & Performance** as it relates to the management and maintenance of infrastructure and other physical assets, such as Open Space land management/preservation strategies.
 5. **Enterprise Resiliency** including safety and security measures, disaster planning, and emergency response and recovery.

Section 2. Strategic Planning Integration

- A. **Participation in the City’s Strategic Planning Process.** To ensure alignment between City and EPWater organizational strategic objectives, EPWater will require the General Manager to participate in the City’s annual strategic planning process. Participation will include:
1. Involvement in annual strategy sessions in order to share data that will be beneficial to the strategic planning process (e.g., performance reports and projections on key organizational measures, review and reporting of short- and long-term financial measures, and customer feedback);
 2. Development of shared strategic objectives to address identified strategic goals, challenges and opportunities; and
 3. Participation in performance measurement monitoring, periodic reporting (including, but not limited to, the provision of the quarterly system status reports defined in

Section 1), and knowledge sharing measures to ensure accountability for progress toward identified strategic objectives.

Section 3. Operational Coordination

- A. Planning Document Coordination.** As needed for City overall planning purposes, EPWater will participate in the development of, and reasonable updates to, relevant portions of the City's planning documents, including but not limited to, the City's Future Land Use Map, Open Space Master Plan, and other applicable land use and public facility elements contained in its Comprehensive Plan and development rules and regulations.
- B. Existing and Proposed Facilities.** On an annual basis, EPWater will submit information, in an agreed format, related to the general location, proposed location, and capacity of existing and proposed System facilities. EPWater will update information provided to the City under this section when there are major changes to EPWater's System plans.
- C. Capital Improvement Plan Project Coordination.** EPWater and the City will assign a representative whose responsibility will be to coordinate planning for Capital Improvement Plan projects, including those that involve undergrounding. Such coordination shall include the following:
 - 1. A schedule of EP Water's planned capital improvements, which may affect the right-of-way for that year should be provided to the City by February 1st of each year.
 - 2. EPWater and the City will meet at least quarterly, as needed by each party, to schedule and coordinate construction impacting the public right -of-way.
 - 3. All construction locations, activities, and schedules will be coordinated to minimize public inconvenience, disruption, or damages.
- D. Emergency Operations.** EPWater and the City will cooperate in the planning and implementation of emergency operations response procedures, including but not limited to: notification of and coordination to ensure consistent response messaging during emergency events; and the provision of a continuous, without interruption live call center service to respond to emergency service requests made by City residents and businesses during an emergency response event. In providing a continuous, without interruption live call center service, EPWater and the City may coordinate in the use of 311.
- E. General Coordination and Information.**
 - 1. **Account Data.** To assist the City in understanding growth patterns across the City, EPWater will provide the City water consumption and billing data on a quarterly basis, to include meter data by account number and historical address, and coordinate with the City to provide historical data to the extent possible.
 - 2. **Maps and Records.** EPWater will provide to the City: 1) as-built plans, maps, and records that show the vertical and horizontal location of its facilities within the right-of-way; and 2) maps and records of City-owned properties managed by EPWater,

including, but not limited to, appraisals and metes and bounds and survey documents. Maps will be provided in Geographical Information System or other digital format used by the City or EPWater. This information will be provided within 120 days of the effective date of this resolution. The City agrees to maintain confidentiality of any and all information received to the extent necessary to meet Homeland Security objectives and in accordance with public records laws.

3. **Joint Projects.** EPWater and the City will participate in joint projects that address emerging issues and strategic opportunities using results-focused improvement tools, such as Lean Six Sigma.

Section 4. Other Strategic Opportunities

Within 120 days, EP Water will:

- A. **Growth Management.** Provide City Council, at a meeting of the City Council, an update regarding City-owned properties held in trust that have been or may be declared inexpedient to the System and as such, may be sold.
- B. **Open Space Conservation and Preservation.** Provide City Council, at a meeting of the City Council, an update on potential stormwater projects that serve a dual open space purpose, including the funding mechanisms and/or partnerships necessary to secure those projects. The update will include a maintenance plan for the property known as "Lost Dog Trail" and other similar properties that serve a dual stormwater/open space purpose.
- C. **Water Supply.** Provide City Council with an update regarding its regional efforts to meet the existing and future water resource needs of its service area.

Ms. Elizabeth Triggs, Strategic Partnerships Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mr. Tommy Gonzalez, City Manager, commented.

Mayor Leeser and Representatives Svarzbein and Annello commented.

The following members of the public commented:

1. Ms. Teresa Esparza
2. Ms. Hortencia Tibuni
3. Mr. Jack Loveridge
4. Ms. Elizabeth Williams

Ms. Aimee Saldivar recorded her support of the item.

1ST MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello, and unanimously carried to **AMEND** the Resolution as follows:

- Section 1 paragraph B. Content of Quarterly System Status Reports – insert the words

“Open Space land management/preservation strategies” after “EPWater’s delivery of water, wastewater, drainage”.

- Section 1.B.2. Customer Satisfaction – insert the words “such as Open Space land management” at the end of the sentence.
- Section 1.B.4. Infrastructure Management & Performance – insert the words “such as Open Space land management/preservation strategies” at the end of the sentence.

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

NAYS: None

2nd and FINAL MOTION

Motion made by Representative Annello, seconded by Representative Rodriguez, and unanimously carried to **APPROVE** the Resolution as **AMENDED**.

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

NAYS: None

.....
The meeting was **RECESSED** at 3:55 p.m. and **RECONVENED** at 6:36 p.m. in order to convene a Meeting of Urgent Public Necessity related to Texas Governor Order-38 limiting local authority to address health emergencies.

.....
The meeting was **RECESSED** at 6:37 p.m. and **RECONVENED** on **August 17, 2021** at 12:32 p.m.
.....

EXECUTIVE SESSION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Lizarraga, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** on **August 17, 2021** at 12:36 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried to **ADJOURN** the Executive Session on **August 17, 2021** at 2:38 p.m. and **RECONVENE** the meeting of the City Council.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Svarzbein and Rodriguez

.....
EX1. Update on Joseph C. Pickett v. City of El Paso, Texas; 384th District Court,

Cause No. 2020DCV3514. .2Matter No. 21-1007-2680 (551.071)

NO ACTION was taken on this item.

EX2. Quarterly Litigation Report (March - June 2021). Matter No. 19-1021-1210 (551.071)

NO ACTION was taken on this item.

EX3. Discussion on the value and purchase/sale of real property partially located outside city limits near the Upper Valley of the City of El Paso, Texas and New Mexico. Matter No. 21-1004-1258 (551.072)

NO ACTION was taken on this item.

EX4. Discussion on the value and purchase/sale of real property located in the West side of the City of El Paso, Texas. Matter No. 21-1008-165 (551.071) (551.072)

NO ACTION was taken on this item.

EX5. Discussion regarding potential lease of property to a business prospect on airport property. Matter No. 21-1003-1193 (551.072) (551.087)

NO ACTION was taken on this item.

EX6. Update on HB 1520 and Securitization Request by Texas Gas Service Company, a division of ONE Gas, Inc., for Recovery of Extraordinary Costs Incurred during the 2021 Winter storm and Mitigate Future Costs, Texas Railroad Commission Docket No. 00007069. Matter No. 20-1008-147 (551.071)

NO ACTION was taken on this item.

EX7. Update - Application of El Paso Electric Company for approval to revise its Energy Efficiency Cost Recovery Factor (EECRF) and to request to establish revised cost caps. Public Utility Commission of Texas Docket No. 52081. Matter No. 21-1008-172 (551.071)

NO ACTION was taken on this item.

EX8. Update on Application of El Paso Electric Company to Change Rates, Public Utility Commission of Texas Docket No. 52195. Matter No. 21-1008-174 (551.071)

NO ACTION was taken on this item.

EX9. Economic Incentives for a Manufacturing Company to be located in the City of El Paso. Matter No. 21-1007-2740 (551.071) (551.072) (551.087)

NO ACTION was taken on this item.

ADJOURN

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera and unanimously carried to **ADJOURN** the meeting on **August 17, 2021** at 2:39 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Svarzbein and Rodriguez

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

**SPECIAL CITY COUNCIL MEETING MINUTES
EI PASO MUSEUM OF ART
1 ARTS FESTIVAL PLAZA
EL PASO, TX 79901
December 1, 2021
9:00 PM**

The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:14 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alessandra Anello, Cassandra Hernandez, Joe Molinar, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga. Late arrival: Isabel Salcido at 9:25 a.m.

AGENDA

1. Presentations, discussion and action on an update to the Strategic Plan, including but not limited to, key focus areas and future strategic objectives toward 2030.

Mayor Leeser welcomed everyone to the Strategic Planning Meeting.

Mr. Tommy Gonzalez, City Manager, provided a background on the strategic planning process while highlighting the importance of having a plan.

Each Council member presented their vision and ideas which included topics such as quality of life, economic development, road infrastructure enhancement, traffic reduction, small business support, clean energy, workforce focus, education, senior citizen services, public health services, and general fund balance growth.

The meeting was **RECESSED** at 12:07 a.m. for lunch and **RECONVENED** at 1:21 p.m.

The following City staff members and community partners presented a PowerPoint presentation (copy on file in the City Clerk's office) on the following topics:

1. Trend Analysis, Mr. David Jerome, El Paso Chamber CEO and President
2. Community Needs and Key Strategic Opportunities, Ms. Nicole Ferrini, Community Development Director and Chief Resilience Officer
3. Resident Feedback data review and key insights, Ms. Julie Baldwin, Performance Office Director
4. Demographic Snapshot needs assessment and priority mapping, Mr. Alex Hoffman, Capital Improvement Assistant Director

The meeting was **RECESSED** at 2:44 p.m. for a break and **RECONVENED** at 3:05 p.m.

.....

The following members of the business community commented:

- Mr. Adam Marshall, Pioneers 21
- Mr. Ben Miranda, Endeavors

Mr. Cary Westin, Senior Deputy City Manager of Economic Development and Tourism, commented.

Representatives Svarzbein, Annello, Hernandez, Salcido, and Rivera commented.

NO ACTION was taken on this item.

.....

ADJOURN

Motion made by Representative Molinar, seconded by Representative Annello and unanimously carried to **ADJOURN** this meeting at 3:46 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

**SPECIAL CITY COUNCIL MEETING MINUTES
EI PASO MUSEUM OF ART
1 ARTS FESTIVAL PLAZA
EL PASO, TX 79901
December 2, 2021
9:00 PM**

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:12 a.m. Mayor Pro Tempore Peter Svarzbein present and presiding and the following Council Members answered roll call: Alessandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, and Cissy Lizarraga. Late arrival: Henry Rivera at 9:17 a.m. and Mayor Oscar Leeser at 10:13 a.m. Early Departure: Mayor Oscar Leeser at 3:03 p.m.
.....

AGENDA

.....
1. Presentations, discussion and action on an update to the Strategic Plan, including but not limited to, key focus areas and future strategic objectives toward 2030.

Ms. Julie Baldwin, Performance Office Director provided an introduction of the day's activities and facilitated the session by presenting a PowerPoint presentation (copy on file in the City Clerk's Office) containing new proposed strategic objectives for each vision block.

Ms. Rosemary Crawford, Chief Learning Officer, explained the purpose of drawing a vision board by vision block.

The following City staff members provided guidance and/or responded to questions from Members of the City Council during the session:

1. Mr. Tommy Gonzalez, City Manager
 2. Ms. Nicole Ferrini, Community Development Director and Chief Resilience Officer
 3. Mr. Alex Hoffman, Capital Improvement Assistant Director
 4. Mr. Cary Westin, Senior Deputy City Manager of Economic Development and Tourism
 5. Mr. Sam Rodriguez, Chief Operations Officer
 6. Mr. Ben Fyffe, Managing Director of Cultural Affairs & Recreation
 7. Mr. David Coronado, Managing Director of International Bridges and Economic Development
 8. Mr. Bruce Collins, Purchasing and Strategic Sourcing Director
 9. Ms. Dionne Mack, Deputy City Manager of Public Safety
 10. Ms. Elizabeth Triggs, Interim Economic Development Director
-

The meeting was **RECESSED** at 11:21 a.m. for a break and **RECONVENED** at 11:41 a.m.

.....

The following members of the public commented:

1. Ms. Mary Beth Stevens, Better Business Bureau
2. Mr. Adam Marshall, Pioneers 21
3. Mr. Eric Pearson, El Paso Community Foundation
4. Ms. Stephanie Ruiz Alba

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

.....

The meeting was **RECESSED** at 12:11 a.m. for lunch and **RECONVENED** at 12:44 p.m.

.....

1ST MOTION

Motion made by Representative Annello, seconded by Representative Molinar, and unanimously carried to **APPROVE** the proposed Strategic Objective Number 1 to read:

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

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

NAYS: None

2ND MOTION

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **APPROVE** Strategic Objective Number 2 as proposed:

2. Continue the development of integrated planning efforts with communities of excellence partners.

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

NAYS: None

3RD MOTION

Motion made by Representative Salcido, seconded by Representative Annello, and unanimously carried to **APPROVE** the Strategic Objective Number 3 as proposed:

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

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

NAYS: None

.....
The meeting was **RECESSED** at 1:58 p.m. for a break and **RECONVENED** at 2:19 p.m.
.....

4TH MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello, and unanimously carried to **RECONSIDER** Strategic Objective Number 1.

5TH MOTION

Motion made by Representative Annello, seconded by Representative Rivera, and unanimously carried to **AMEND** the proposed language on Strategic Objective Number 1.2 to read:

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

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

NAYS: None

.....
The meeting was **RECESSED** at 3:03 p.m. for a break and **RECONVENED** at 3:29 p.m.
.....

6TH MOTION

Motion made by Representative Salcido, seconded by Representative Hernandez, and unanimously carried to **APPROVE** Strategic Objective Number 1 as initially approved.

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

NAYS: None

7TH MOTION

Motion made by Representative Annello, seconded by Representative Hernandez, and unanimously carried to **APPROVE** Strategic Objective Number 4 as proposed:

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

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

NAYS: None

8TH MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello, and unanimously carried to **AMEND** the proposed language on Strategic Objective Number 8.4 to read:

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

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

9TH MOTION

Motion made by Representative Annello, seconded by Representative Hernandez, and
unanimously carried to **AMEND** the proposed language on Strategic Objective Number
7.1 to read:

7.1 Provide reliable and sustainable water supply and distribution systems and
stormwater management.

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

10TH AND FINAL MOTION

Motion made by Representative Annello, seconded by Representative Rivera, and
unanimously carried to **APPROVE** Strategic Objective Number 5 as proposed:

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

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

Mr. Tommy Gonzalez, City Manager, provided closing statements and thanked the
Members of the City Council for their support.

.....
ADJOURN

Motion made by Representative Annello, seconded by Representative Svarzbein and
unanimously carried to **ADJOURN** this meeting at 5:24 p.m.

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

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

DEE MARGO
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

CITY COUNCIL WORK SESSION MINUTES
June 22, 2020
9:05 AM

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

.....
The City Council of the City Council met on the above time and date via videoconference. Meeting was called to order at 9:28 a.m. Mayor Dee Margo present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Sam Morgan, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga.
.....

AGENDA

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

1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, provided an overview of the upcoming presentation and commented on infection and death rates, as well as the importance of social distancing, and reminded everyone to remain active and vigilant. Mr. Gonzalez also highlighted the close working relationship between the City's Cross-Functional Team and the County of El Paso.

a) Update on Governor Abbott's Executive Orders (Karla Nieman)

Ms. Karla Nieman, City Attorney, began the presentation by briefing Council on the monthly activity related to the Governor's Executive Orders as well as the Local Emergency Directive. She indicated that Governor Abbott's Executive Order No. 26 related to Open Texas Phase III remains in effect. Ms. Nieman also mentioned that the Governor's Disaster Declaration renewal was in line with the renewal of the Local Emergency Directive. She also highlighted the work the City Attorney's Office has done to support City Departments while meeting with other Texas Cities and actively working with the County of El Paso in addition to assisting the Office Of Emergency Management.

b) Update on City Attorney's Office Support During COVID-19 Pandemic

The following City Attorney's staff members continued with the presentation:

- Ms. Ana Schumacher, Assistant City Attorney
- Ms. Abbie Mullin, Assistant City Attorney
- Ms. Anelisa Benavidez, Assistant City Attorney
- Ms. Sol Cortez, Senior Assistant City Attorney

During this portion of the presentation Council members were briefed on Social Distancing Requirements which emphasize home standards to limit gatherings to no more than 10 people and the importance of social distancing with people over the age of 65. An update on the face covering mandate implemented on June 18, 2021 was also discussed at this time. The attorneys highlighted the work the department has delivered in the form of guidance and legal advice on key legal documents such as health and safety policies, expenditure manuals, notices of funding availability, subrecipient and service agreements and forms related to the Cares Act Coronavirus Relief Funds. They also reviewed the support being provided to the Human Resources Department in the development and drafting of notices to employees assigned to special COVID-19 project work, advising City leadership in the plan to safely reopen worksites and worker's compensation claims.

2. Cross-Functional Team Operations (Mario D'Agostino)

Fire Chief Mario D'Agostino continued the presentation by providing a summary of the continued response, mitigation efforts, recovery and preparedness plans that the Cross-Functional Team has been working on.

3. Team Report Outs:

- 1. Health Focus (Hector Ocaranza, M.D.)**
- 2. Testing Recap and Update (Tracey Jerome)**
- 3. Data Analysis (David Coronado)**
- 4. Financial Focus (Robert Cortinas)**
- 5. Community Vulnerabilities and Human Services (Nicole Ferrini)**
- 6. Economic Recovery (Jessica Herrera)**
- 7. Operations Focus (Cary Westin)**

The following City staff members presented a PowerPoint presentation and/or answered questions posed by City Council members:

1. Dr. Hector Ocaranza, Health Authority
2. Ms. Tracey Jerome, Deputy City Manager
3. Mr. David Coronado, International Bridges Director
4. Mr. Robert Cortinas, Chief Financial Officer
5. Ms. Nicole Ferrini, Community and Human Development Director
6. Ms. Jessica Herrera, Economic and International Development Director
7. Mr. Cary Westin, Senior Deputy City Manager
8. Ms. Laura Cruz-Acosta, Strategic Communications Director
9. Mr. Tommy Gonzalez, City Manager

The presentation included information related to contact tracing, current cases and testing, risk factors that impact hospitalization of infected individuals, vaccine trials, loss of revenue due to COVID-19 economic impact, updates to City's website to include the latest information provided by the Centers for Disease Control, new hires for epidemiology and testing and enforcement of businesses per Centers for Disease Control and Prevention (CDC) guidelines. Information was also provided on new testing locations to include sites managed by City partners, travel restrictions, business closures, and economic assistance available for individuals and small businesses.

Mayor Margo and Representatives Svarzbein, Annello, Hernandez, and Rodriguez commented.

NO ACTION was taken on this item.

2.

RESOLUTION

WHEREAS, on March 13, 2020 the President of the United States declared a national emergency, the Governor of the State of Texas declared a state of disaster, and the Mayor of the City of El Paso ("City") declared a local state of disaster in relation to COVID-19; and

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

WHEREAS, the City received funds from the Coronavirus Aid, Relief and Economic Security Act ("**CARES Act**") administered by the United States Department of Treasury ("**Granting Agency**") for the Coronavirus Relief Fund program ("**Program Funds**"); and

WHEREAS, the Subrecipient has submitted an application for funds and the City's Community Development Department (the "**Department**") has approved the application; and

WHEREAS, the funds used in this Agreement are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, the funds used in this Agreement were not accounted for in the budget most recently approved by the City of El Paso; and

WHEREAS, the expenditures under this Agreement will be incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the City finds that the people benefiting from the assistance under this Agreement, are people that are suffering from employment or business interruptions due to COVID-19 related business closures; and

WHEREAS, the City finds that the funds distributed under the Program Scope of this Agreement are necessary expenditures in the reasonable judgment of

the City Council of the City of El Paso; and

WHEREAS, the provisions in this Agreement ensure that the Program scope is provided for its intended use of providing economic support to those suffering from employment or business interruptions due to COVID-19 related business closures; and

WHEREAS, the assistance provided under the Program Scope of this Agreement is structured in such a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary; and

WHEREAS, the Granting Agency has approved Program Funds to be used to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency to assist such individuals with payment of emergency individual needs; and

WHEREAS, the Program Scope of the Agreement follows the requirements of the Granting Agency regarding emergency financial assistance.

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

The City Manager be authorized to sign a Subrecipient Grant Agreement with El Paso Community Foundation to deploy the Community Fund Gap Assistance program. The amount of the agreement is capped at \$1,500,000. Further, that the City Manager be authorized to sign any amendments to the agreement without further City Council approval, provided that such amendments do not increase the funding amount and provided such amendments meet all federal requirements. Further, the City Manager is authorized to sign any documents and exercise any rights of the City under the agreement.

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

Representatives Annello, Hernandez, and Rodriguez commented.

The following City staff members commented:

- Mr. Tommy Gonzalez, City Manager
- Mr. Robert Cortinas, Chief Financial Officer
- Ms. Karla Nieman, City Attorney

The following members of the public commented:

1. Mr. Robert Heyman
2. Mr. Eric Pearson

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

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

NAYS: None

3.

RESOLUTION

WHEREAS, on July 9, 2019, the City Council for the City of El Paso adopted the Final Action Plan for 2019-2020 and on that date Authorized the City Manager to sign and submit to the United States Department of Housing and Urban Development (HUD) the 2019-2020 Annual Action Plan to include all certifications contained therein; and

WHEREAS, the City Council, based on the recommendation of the Director of the Community and Human Development Department, now desires to amend the 2019-2020 Annual Action Plan to add projects under CARES Act, Community Development Block Grant (CDBG-CV) and Housing Opportunities for Persons with HIV/AIDS (HOPWA-CV)

WHEREAS, on March 17, 2020, the City amended the Annual Action Plan to add the Hueco Mountain Park Improvement Project ("First Amendment").

WHEREAS, May 27, 2020, the City amended the Annual Action Plan to add projects under the CARES Act Emergency Solutions Grant Program ("**Second Amendment**").

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

1. That the 2019-2020 Annual Action Plan is amended to add the following regarding the 45th Year Community Development Block Grant (CDBG-CV) and Housing Opportunities for Persons with HIV/AIDS (HOPWA-CV) funding:

\$1,500,000	Rental Assistance Project BRAVO, Inc.
\$700,000	Food Security El Pasoans Fighting Hunger Food Bank
\$250,000	Childcare Services YWCA El Paso del Norte Region
\$250,000	Financial Counseling + Bankability Community + Human Development
\$50,000	Domestic Violence and Abuse Prevention CASA of El Paso
\$109,382	Domestic Violence and Abuse Prevention Center Against Sexual and Family Violence
\$46,512	Domestic Violence and Abuse Prevention El Paso Child Guidance Center
\$100,000	Technical Assistance Contract TBD
\$751,473	Program Administration Community + Human Development
\$3,757,367	TOTAL CDBG-CV Funds

\$85,783	Rental Assistance & Case Management Department of Public Health
\$5,475	Program Administration Community + Human Development
\$91,258	TOTAL HOPWA-CV Funds

2. That the Department of Community and Human Development, through the Director, be authorized to make the above changes to the 2019-2020 Annual Action Plan in the United States Department of Housing and Urban Development's program system.
3. That the City Manager, or designee, be authorized to take any actions necessary to accomplish the intent of this resolution upon approval by the City Attorney's Office and Director of Community and Human Development Department.
4. Except as herein amended, the 2019-2020 Annual Action Plan and 45th Year CDBG Program Budget as amended by the First Amendment and the Second Amendment remains in full force and effect.

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

Representatives Annello and Hernandez commented.

The following members of the public commented:

1. Ms. Tracey Yellen
2. Ms. Susan Goodell
3. Mr. B.J. Smith
4. Ms. Alejandra Cavida

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

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

NAYS: None

4.

R E S O L U T I O N

WHEREAS, on August 23, 2018 City Council approved and adopted the Policy and Procedures for the 45th Program Year implementing the 2019-2020 Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, Housing Opportunities for Persons with AIDS (HOPWA) Program, HOME Investment Partnerships (HOME) Program (**2019- 2020 Citizen Participation**

Plan); and

WHEREAS, on September 17, 2019 City Council approved and adopted the Policy and Procedures for the 46th Program Year implementing the 2020-2021 Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, Housing Opportunities for Persons with AIDS (HOPWA) Program, HOME Investment Partnerships (HOME) Program (**2020- 2021 Citizen Participation Plan**); and

WHEREAS, City wishes to amend 2019-2020 and 2020-2021 Citizen Participation Plan to include language regarding program waivers authorized by the United States Department of Housing and Urban Development (**HUD**) in response to the COVID-19 pandemic.

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

1. That the 2019-2020 and 2020-2021 Citizen Participation Plans are amended to include the following language:

EXPEDITED PROCESS FOR COVID-19 RESPONSE & RECOVERY

The Department of Housing and Urban Development (HUD) has issued specific program waivers and flexibilities to allow grantees to direct federal funds to the COVID-19 pandemic response in an expedited manner. The following requirements and procedures described in this section override all applicable requirements and procedures located in other sections of this document, until such time as HUD lifts those applicable waivers and flexibilities.

- Public Comment for Community Development Block Grant (CDBG) Program – A notice of proposed Annual Action Plan and/or Consolidated Plan related to the Community Development Block Grant Program, and substantial amendments to the City's Annual Action Plan and/or Consolidated Plan, related to CDBG, will be published on the City's web site no less than 5 days before the final plans or substantial amendments are considered for adoption by City Council, in order to provide a period of 5 days for comments from the public.
- Public Comment for Emergency Solutions Grant (ESG) Program – Notice of substantial amendments to the City's Annual Action Plan and/or Consolidated Plan, related to ESG, will be published on the City's web site for public review following adoption by City Council.
- Public Hearings – In-person public hearings are not required. The City may meet public hearing requirements with virtual public hearings if: 1) national/local health authorities recommend social distancing and limiting public gatherings for public health reasons; and 2) virtual hearings provide reasonable notification and access for citizens in accordance with the City's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses.
- Plan Availability – Policies and Procedures, Citizen Participation Plans and Annual

and Consolidated Plans will be available at public facilities, as delineated in this document, within 2 weeks of the reopening of those public facilities, as they are currently closed under emergency orders.

2. Except as herein amended the 2019-2020 and 2020-2021 Citizen Participation Plans remain in full force and effect.

Ms. Nicole Ferrini, Community and Human Development Director, commented.

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

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

NAYS: None

5.

RESOLUTION

WHEREAS, on March 13, 2020 the President of the United States declared a national emergency, the Governor of the State of Texas declared a state of disaster, and the Mayor of the City of El Paso ("City") declared a local state of disaster in relation to COVID-19; and

WHEREAS, on March 17, 2020 City Council Issued an Emergency Ordinance Instituting Emergency Measures Due to A Public Health Emergency ("Emergency Ordinance"); and

WHEREAS, some local businesses were ordered to cease operations due to national and local regulations related to the COVID-19 pandemic, causing a large number of lay-offs and economic strain for the City and its residents and businesses; and

WHEREAS, on March 27, 2020, the federal government enacted the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), which established the Coronavirus Relief Fund and appropriated \$150 billion to the Fund to be used to address the economic fallout caused by the COVID-19 pandemic; and

WHEREAS, the City is a recipient of the Coronavirus Relief Fund under the CARES Act grant; and

WHEREAS, on May 12, 2020 the City Council appropriated the Coronavirus Relief Fund grant funds to be used by the City in accordance with the requirements stipulated by the CARES Act and federal guidelines; and

WHEREAS, the City issued a Notice of Funding Availability (**NOFA**) for the purpose of selecting proposals to establish an Action Plan for the Economic Development and Community Development programs to be funded by Coronavirus Relief Fund grant funds, to provide necessary economic support to those suffering from employment or business interruptions as a way to address the second order

effects of COVID-19; and

WHEREAS, after review of the proposals received in response to the NOFA, the City desires to approve the programs, expenses and entities identified in the Action Plans presented in the exhibits of this Resolution and declares, in the reasonable judgment of the City Council, that such expenses are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019.

WHEREAS, all expenses established in the Action Plans are necessary expenditures incurred due to public health emergency with respect to COVID-19, the funds used for the Action Plans are were not accounted for in the budget most recently approved by the City of El Paso, and the expenditures under the Action Plans will be incurred during the period beginning on the effective date of each executed agreement and ending on December 30, 2020.

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

1. THAT City Council approves the Community Development Action Plan attached as Exhibit "A" of this Resolution and the Economic Development Action Plan attached as Exhibit "B" of this Resolution ("Action Plans"); and
2. THAT in the reasonable judgment of the City Council, the programs and expenses identified in the Action Plans are necessary expenditures incurred due to COVID-19; and
3. THAT to the programs and expenses in the Action Plans provide necessary economic support to those suffering from employment or business interruptions as a way to address the second order effects of COVID-19; and
4. THAT all expenses established in the Action Plans are necessary expenditures incurred due to public health emergency with respect to COVID-19, the funds used for the Action Plans are were not accounted for in the budget most recently approved by the City of El Paso, and the expenditures under the Action Plans will be incurred during the period beginning on the effective date of each executed agreement and ending on December 30, 2020; and
5. THAT the City Manager or designee is authorized to execute Subrecipient Agreements and Service/Goods Agreements with all agencies, entities, and persons identified in the Action Plans attached herein; and
6. THAT the City Manager be authorized to modify the grant amount of the agreements prior to execution. Further, that the City Manager or designee be authorized to exercise any rights or obligations under the agreements, terminate the agreements, and execute amendments to the agreements including increasing or decreasing grant amounts; and
7. THAT the City Manager be authorized to reallocate funds in order to ensure the timely spending of the Coronavirus Relief Funds including executing agreements with agencies, entities or persons not identified in the attached Action Plans.

Mayor Margo commented.

The following members of the public commented:

1. Ms. Denise Vasquez
2. Mr. Bill Schlesinger
3. Ms. Marybeth Stevens
4. Ms. Leila Melendez
5. Ms. Alma Aranda
6. Mr. Demetrio Jimenez
7. Ms. Jackie Butler
8. Ms. Tracy Yellen
9. Ms. Marisa Limon-Garza
10. Mr. Robert Heyman
11. Ms. Sylvia Acosta

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

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

NAYS: None

6. Sun Metro Customer Outreach plan for COVID-19 Recovery Route System.

Ms. Ellen Smyth, Mass Transit Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

NO ACTION was taken on this item.

7. City Manager Update for the Police Department.

Mr. Tommy Gonzalez, City Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Police Chief Greg Allen commented.

Representatives Annello and Lizarraga commented.

NO ACTION was taken on this item.

8. Presentation and discussion on the Power of our Strategic Plan.

Mr. Tommy Gonzalez, City Manager, introduced the item.

Ms. Jessica Herrera, Economic and International Development Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

The following City Staff members commented:

- Ms. Nicole Ferrini, Community and Human Development Director
- Mr. Robert Cortinas, Chief Financial Officer
- Mr. Cary Westin, Senior Deputy City Manager
- Mr. Tommy Gonzalez, City Manager

Representative Svarzbein commented.

NO ACTION was taken on this item.

EXECUTIVE SESSION

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** at 4:35 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the item:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

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

NAYS: None

Motion made by Representative Rivera, seconded by Representative Svarzbein, and unanimously carried to adjourn the Executive Session at 6:02 p.m. and **RECONVENE** the meeting of the City Council during which time motions were made

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

NAYS: None

EX1. Interim Rate Adjustment filed by Texas Gas Service Company, a division of ONE Gas, Inc., on March 12, 2020. Matter: 20-1008-142 (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried that That the City Council find after review of the Interim Rate Adjustment filed by Texas Gas Service Company, a division of ONE Gas, Inc., on March 12, 2020, that interim adjustments in the utility's monthly customer charge for changes in investment, as identified in the filing, comply with the provisions of § 104.301 of the Texas Utilities Code, subject to refund at the issuance of a final order or decision in the next rate case.

1. That pursuant to Texas Utilities Code § 104.30 I, Texas Gas Service Company, a division of ONE Gas, Inc., is authorized to charge the following additional Interim Rate Adjustment customer charge amounts for gas serv ice within the City of El Paso:

a. Residential	\$ 1.19
b. Commercial (incl. Commercial A/C and transport)	\$ 3.71
c. Industrial (incl. Industrial A/C and transport)	\$100.42

d. Public Authority (incl. Public Authority A/C)	\$ 14.85
e. Water Pumping	\$ 51.62

2. That the increases identified in paragraph 1, above are **APPROVED** for bills rendered after July 1, 2020.

3. That Texas Gas Service Company, a division of ONE Gas, Inc., is ordered to reimburse the City for its expenses incurred in this application.

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

NAYS: None

.....
EX2. 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 2020-2021 Heating Season. Matter: 20-1008-147 (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried that the City Council of the CTTY 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 2020-2021 Heating Season.

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

NAYS: None

.....
EX3. 8600 Montana Ave. Lease (13-1040-069) (551.071) (551.072)

NO ACTION was taken on this item.

.....
EX4. Real Estate Update: 9009 Alameda (18-1007-2303) (551.071) (551.072)

NO ACTION was taken on this item.

.....
ADJOURN

Motion made by Representative Rivera, seconded by Representative Svarzbein, and unanimously carried to **ADJOURN** this meeting at 6:06 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

DEE MARGO
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

SPECIAL MEETING MINUTES
July 6, 2020
9:10 A.M.

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

.....
The City Council of the City Council met on the above time and date via videoconference. Meeting was called to order at 11:06 a.m. Mayor Dee Margo present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Anello, Cassandra Hernandez, Sam Morgan, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga.
.....

AGENDA

-
1. **For discussion and action: FY 2020 – 2021 Budget as presented by the City Manager.**

Discussion and action may include but are not limited to operating, capital and debt budgets and all possible funding sources.

****Please note: copies of all presentations are available at the City Clerk's Office.***

• **City Manager Overview**

Mr. Tommy Gonzalez, City Manager, provided opening remarks, and Mr. Robert Cortinas, Chief Financial Officer presented a PowerPoint presentation.

The presentation included information on the benefits of having year-round budget updates which provide real-time information on revenue impacts and cost-cutting measures, along with the necessary reduction of services due to the lack of increase on property taxes, and the impact of COVID-19. Mr. Gonzalez mentioned that some of the current vacancies won't be filled and some of the quality of life projects will be placed on hold as the focus needs to remain on the basics such as Police, Fire, Streets, and the current workforce. Mr. Gonzalez also mentioned that in order to reopen museums and libraries, the City needs to have seven consecutive days of decreasing COVID cases.

Ms. Ellen Smyth, Mass Transit Director, answered questions posed by Council members related to bus route availability and mentioned that Mass Transit is working on different projects to include route priorities, which will be presented for Council's consideration later in the summer.

Mr. Cortinas continued the presentation by going over the effects of the decline in consumer spending and talked about the various tax credits while mentioning that the credit for people 65 and over has been raised each year. Mr. Cortinas also discussed the topics of the salary increase for Council members and the reduction in discretionary funds.

- **Vibrant Regional Economy**
 - Goal 1 – Economic Development
(Airport, Bridges, Economic Development, Destination El Paso)
 - Goal 3 – Visual Image (Planning & Inspections)

Mr. Cary Westin, Senior Deputy City Manager, and Mr. David Coronado, International Bridges Director, continued with the presentation, which included a discussion on the increase of cargo traffic at the bridges when compared to last year. He also elaborated on the measures aimed at relieving traffic from trucks crossing to and from Juarez/El Paso, the development of a streetcar route and cost savings by the reduction of outside contracts.

- **Safe and Beautiful Neighborhoods**
 - Goal 2 – Public Safety (Police, Fire, and Municipal Court)

Ms. Dionne Mack, Deputy City Manager, and Police Assistant Chief Patrick Maloney presented a PowerPoint that covered the presentation for Goal 2. Topics reviewed included budget increases with the major variances in salary increases due to collective bargaining agreements, overtime, and healthcare costs for Police and Fire. A decrease was realized due to the removal of Public Safety Capital pay-go funding for Police and Fire and the reduction in one-time capital expenditures in the Municipal Court

- Goal 7 – Infrastructure (Capital Improvement, Sun Metro, Streets & Maintenance)

Ms. Yvette Hernandez, Capital Improvement, Grant Funded Program Director, continued with the presentation on Goal 7 and highlighted cost decreases due to unfunded positions (all non-essential) and the removal of pay-go funding for facility renovations, as well as the removal of residential streets resurfacing.

- Goal 8 – Healthy Community (Environmental Services, Animal Services, Community Development, Public Health)

Ms. Ellen Smyth, Environmental Services and Mass Transit Director covered this portion of the presentation by sharing information related to cost decreases due to staffing reductions in the Animal Services and Public Health Departments, the completion of light vehicle inventory replacement, and the implementation of biweekly recycling collections. There was an increase in salaries in Community and Human Development due to the impact of the fulltime CDBG positions that was partially offset by unfunded positions in neighborhood services and the transfer of the Military Liaison position to the Airport.

- **Update on NTMP and ADA Programs**

Ms. Olivia Montalvo, Neighborhood Services Coordinator, and Mr. Julio Perez, Americans

with Disabilities Act Coordinator, took over the presentation and provided an overview of the City's Neighborhood Traffic Management and Americans with Disabilities Act Programs while highlighting the services provided.

- **Exceptional Recreational, Cultural and Educational Opportunities**
 - Goal 4 – Quality of Life (Library, Museums, Parks, Zoo)

Ms. Tracey Jerome, Deputy City Manager, shared information related to cost savings on salary and benefits decreases due to unfunded positions, reductions in publication and subscription costs, reduction to the Children's Museum stipend, and contractual services. Ms. Jerome also mentioned that the priorities set for FY'21 will include the restoration of service levels and the reopening of facilities and programs.

- **High Performing Government**
 - Goal 5 – Communication (Information Technology)

Ms. Araceli Guerra, Information Technologies Director, briefed Council members on the priorities for the upcoming fiscal year which include cybersecurity and equipment updates while providing information on the cost decreases due to unfunded and deleted positions within the IT Department along with a decrease in citywide software contracts. Ms. Guerra also reviewed the accomplishments as part of the COVID-19 response and recovery to include support for virtual meetings, press conferences, Wi-Fi expansion at 26 quality of life facilities, COVID-19 website development, and 24/7 emergency operation center support, and the installation of telecommuting equipment for the workforce.

- Goal 6 – Sound Governance (City Attorney, City Manager, Human Resources, Mayor/Council, City Clerk, Non- Departmental, Comptroller, Purchasing, Tax)

Ms. Maria Pasillas, Tax Assessor Collector, and Mr. Robert Cortinas, Chief Financial Officer, finalized the presentation by providing information on cost decreases in the departments mentioned above due to unfunded positions and audit fees. On the other hand, an increase was due to healthcare costs and general and runoff elections. Key accomplishments highlighted were the completion of two Special elections, a Runoff Election, a Tax Office Mobile Bank, legal support for the elections, the sale of El Paso Electric, COVID-19 responses, continued growth of the Purchasing Expo, Hire El Paso First, Return to Work Guidelines, and completion of the FY21 audit with no financial findings among others.

- FY 2020 3rd Quarter Financial Report

Mr. Robert Cortinas, Chief Financial Officer, went over the proactive response to the revenue impacts caused by the COVID-19 crisis to include a hiring freeze of non-essential employees, the closure of multiple facilities, furloughs, layoffs, the delayed opening of new facilities, Sun Metro route adjustment and the suspension of the Streetcar service. Other impacts included the deferment of non-essential capital projects. Mr. Cortinas then provided a status of the third quarter general fund revenue and expenditures and ended by explaining that year-end projections were only estimates at this time and subject to change with the uncertainty of the pandemic.

Mayor Margo and Representatives Svarzbein, Annello, Hernandez, Rodriguez, Rivera, and Lizarraga commented and asked questions during the meeting.

The following City staff members were available to provide comments and answered questions posed by Council:

- Mr. Sam Rodriguez, City Engineer
- Ms. Nicole Cote, Office of Management and Budget Director
- Ms. Karla Nieman, City Attorney
- Ms. Jessica Herrera, Economic, and International Development Director
- Fire Chief Mario D'Agostino
- Assistant Fire Chief Jonathan Killings
- Mr. Ben Fyffe, Museums and Cultural Affairs Director
- Mr. Joel McKnight, Streets, and Maintenance Assistant Director
- Ms. Norma Martinez, Public Libraries Director

NO ACTION was taken on this item.

.....
ADJOURN

Motion made by Representative Lizarraga, seconded by Representative Morgan, and unanimously carried to **ADJOURN** this meeting at 6:39 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1264, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS



Legislation Text

File #: 22-1268, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Leigh Fisher Capital Group, LLC ("Assignor"), and Almond Opportunity, LLC, a Nebraska limited liability company ("Assignee") for the following described property:

A portion of Lot 5, Block 8, Butterfield Trail Industrial Park, Unit One, Replat "A", and all of Lot 6, Block 8, Butterfield Trail Industrial Park, Unit One, Replat "B", City of El Paso, El Paso County, Texas, municipally known and numbered as 11 Leigh Fisher Blvd., El Paso, Texas.

Approximately 245,055.916 SQ FT with a term beginning on July 1, 2004 ("Effective Date"), and ending on June 30, 2044 for an annual rental fee of \$58,813.44 or \$4,901.12 per month.

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

AGENDA DATE: October 11, 2022

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 3

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

SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Leigh Fisher Capital Group, LLC ("Assignor"), and Almond Opportunity, LLC, a Nebraska limited liability company ("Assignee") for the following described property:

A portion of Lot 5, Block 8, Butterfield Trail Industrial Park, Unit One, Replat "A", and all of Lot 6, Block 8, Butterfield Trail Industrial Park, Unit One, Replat "B", City of El Paso, El Paso County, Texas, municipally known and numbered as 11 Leigh Fisher Blvd., El Paso, Texas.

Approximately 245,055.916 SQ FT with a term beginning on July 1, 2004 ("Effective Date"), and ending on June 30, 2044 for an annual rental fee of \$58,813.44 or \$4,901.12 per month.

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval of this Lessor's Approval of Assignment to allow the transfer of rights and obligations possessed by Leigh Fisher Capital Group, LLC to Almond Opportunity, LLC. The Lessee is transferring its interest in the leasehold to a different business entity owned by him for financing and administrative reasons.

All terms and conditions of the lease remain the same.

PRIOR COUNCIL ACTION:

- July 1, 2004 – Butterfield Trail Industrial Park Lease between City Of El Paso and W2001 TBT Real Estate Limited Partnership.
- April 18, 2006 - Lessor's Approval of Assignment to Titan MAC Fund I, LP.
- September 25, 2012 – Lessor's Approval of Assignment to PWR12-MAC Industrial Portfolio Southwest LLC.
- February 11, 2013 – Lessor's Approval of Assignment to PXP Texas; SoCal Texas, LLC a Delaware limited liability company.
- January 27, 2015 – Lessor's Approval of Assignment to Leigh Fisher Capital Group, LLC.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Aviation

SECONDARY DEPARTMENT: N/A

Revised 04/09/2021

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

DEPARTMENT HEAD:



Samuel Rodriguez, P.E., Aviation Director

RESOLUTION

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

That the City Manager be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Leigh Fisher Capital Group, LLC ("Assignor"), and Almond Opportunity, LLC, a Nebraska limited liability company ("Assignee") for the following described property:

A portion of Lot 5, Block 8, Butterfield Trail Industrial Park Unit One, Replat "A", and all of Lot 6, Block 8, Butterfield Trail Industrial Park, Unit One, Replat "B", City of El Paso, El Paso County, Texas, municipally known and numbered as 11 Leigh Fisher Blvd., El Paso, Texas.

Approved this the ____ day of _____ 2022.

THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E.
Director of Aviation

RESOLUTION

22-1003-1325/1204164/Reso/LAA Almond Opportunity, LLC (11 Leigh Fisher)/LBJ

STATE OF TEXAS §
 §
 COUNTY OF EL PASO § LESSOR'S APPROVAL OF ASSIGNMENT

WHEREAS, the City of El Paso ("Lessor") entered into a Butterfield Trail Industrial Park Lease with an Effective Date of July 1, 2004 (the "Lease"), between the Lessor and Leigh Fisher Capital Group, LLC, a Texas limited liability company ("Assignor"), for the following described property:

A portion of Lot 5, Block 8, Butterfield Trail Industrial Park Unit One, Replat "A", and all of Lot 6, Block 8, Butterfield Trail Industrial Park, Unit One, Replat "B", commonly known as 11 Leigh Fisher Blvd., El Paso, Texas, containing approximately 5.625 Acres, 245,055.916 Square Feet, more or less, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof ("Property");

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Almond Opportunity, LLC, a Nebraska limited liability company.

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

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to Almond Opportunity, LLC. ("Assignee"), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.
Assignee does hereby assume and agrees to be liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.
2. **PROOF OF INSURANCE AND INDEMNIFICATION.** Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.
3. **RELEASE.** Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.

4. **SECURITY DEPOSIT.** A Security Deposit in the amount of \$14,703.36, which is the equivalent to three (3) months of rent, is required as a condition to this Approval.
5. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.
6. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR: Leigh Fisher Capital Group, LLC
 712 W. Southwest Loop 323, #145
 Tyler, Texas 75703-9452

ASSIGNEE: Almond Opportunity, LLC
 129 N. 10th Street, Suite 313
 Lincoln, NE 68508
 Attn: Monte Froehlich

7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
8. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
9. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the date this document is approved by the El Paso City Council.
10. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

(Signatures begin on the following page)

APPROVED THIS ____ day of _____, 2022.

LESSOR: CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E.
Director of Aviation

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2022. by Tomás González as City Manager for the City of El Paso, Texas (Lessor).

Notary Public, State of Texas

My Commission Expires:

(Signatures continue on the following page)

ASSIGNOR:
Leigh Fisher Capital Group, LLC

By: [Signature]
 Print Name: Matthew Cody Cowan
 Title: Manager

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
 COUNTY OF SMITH)

This instrument was acknowledged before me on this 29 day of September, 2022
 by Matthew Cody Cowan, Manager of
 Leigh Fisher Capital Group, LLC, on behalf of said corporation (Assignor).

My Commission Expires:
02/09/2024

[Signature]
 Notary Public, State of Texas

(Signatures continue on the following page)

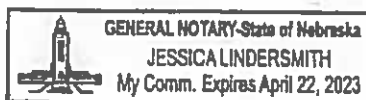


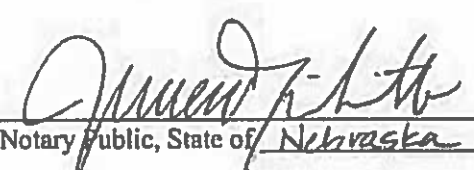
ASSIGNEE:

Almond Opportunity, LLC
a Nebraska limited liability company

By: Print Name: Monte FroehlichTitle: Managing Member**ASSIGNEE'S ACKNOWLEDGEMENT**THE STATE OF NebraskaCOUNTY OF Lancaster

This instrument was acknowledged before me on this 28 day of September, 2022
 by Monte Froehlich, Managing Member
 of Almond Opportunity, LLC, a Nebraska limited liability company (Assignee), on behalf of
 said company.




 Notary Public, State of Nebraska

My Commission Expires:

April 22, 2023

Exhibit "A"

PROPERTY DESCRIPTION

11 LEIGH FISHER

Description of a parcel of land being a portion of Lot 5, Block 8, Butterfield Trail Industrial Park Unit One Replat "A", and all of Lot 6, Block 8, Butterfield Trail Industrial Park Unit One Replat "B", City of El Paso, El Paso County, Texas, said Butterfield Trail Industrial Park Unit One Replat "A" recorded in book 56, page 71, and said Butterfield Trail Industrial Park Unit One Replat "B" recorded in book 57, page 24, El Paso County Plat Records, and also being that same parcel recorded in Clerk's File #20150012272, and described as follows;

Commencing at a city monument found at the intersection of the centerline of Leigh Fisher Boulevard (120' wide) with Zane Grey Street (90' wide), said monument lying South 00°59'34" East a distance of 2151.20' from a city monument (bearing basis); Thence, with said centerline of Leigh Fisher Boulevard South 89°50'41" East a distance of 371.34 to the point of curvature; Thence, leaving said centerline of Leigh Fisher Boulevard, North 00°09'19" East a distance of 60.00' to a 5/8" rebar with cap found for a point of curvature on the north ROW line of said Leigh Fisher Boulevard, and being the "Point Of Beginning";

Thence, with said north ROW of Leigh Fisher Boulevard, North 89°50'41" West a distance of 293.22' to a 5/8" rebar with cap found at a point of curvature;

Thence, 54.28' along the arc of a curve to the right, with a radius of 35.00', central angle of 88°51'07" and a chord bearing North 45°25'08" West a distance of 49.00' to a 5/8" rebar with cap found at the termination point of this curve and lying on the east ROW of said Zane Grey Street;

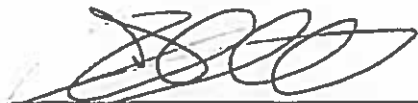
Thence, with said east ROW of Zane Grey Street, North 00°59'34" West passing a distance of 337.78' the common westerly corner of said Lots 5 and 6, and continuing an additional 115.28' for a total of 453.06' to a chiseled "V" found at the northwest corner of this parcel;

Thence, leaving said east ROW of Zane Grey Street, North 89°00'26" East a distance of 500.00' to a 5/8" rebar found on the easterly lot line of said Lot 5 and also lying on the westerly ROW of a 30' Railroad ROW (recorded in Book 1409, page 1904), and being the northeast corner of this parcel;

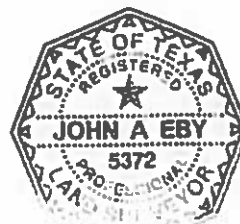
Thence, with said easterly lot line of said Lot 5 and said westerly ROW of said 30' Railroad ROW, South 00°59'34" East passing at a distance of 115.28' the southeast corner of said Lot 5, and continuing with the east lot line of said Lot 6, an additional 366.72' for a total of 482.00' to a 5/8" rebar found at the southeast corner of said Lot 6, also lying on said north ROW of Leigh Fisher Boulevard;

Thence, with said north ROW of Leigh Fisher Boulevard 173.18' along the arc of a curve to the right having a radius of 972.16' a central angle of 10°12'24" and a chord bearing South 85°03'07" West a distance of 172.95' to the "Point Of Beginning" and containing 245,056 sq. ft. or 5.6257 acres.

Based on a field survey performed under my supervision and dated 08/24/2022.


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

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





Legislation Text

File #: 22-1276, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Districts 1 and 8

International Bridges, David Coronado, (915) 212-7505

AGENDA LANGUAGE:

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

Approve a Resolution that the City Council in accordance with the provisions of the City Code Subsection 12.056.020.F.1, hereby exempts the regularly designated parking meter fees to the North of I-10, to include, but not be limited to the Uptown Parking Benefit District, on November 19, 2022, for WinterFest, which constitutes a special downtown event.

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

DEPARTMENT: International Bridges

AGENDA DATE: 10/11/22

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: David Coronado, (915) 212-7505

DISTRICT(S) AFFECTED: 1, 8

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

SUBGOAL: N/A

SUBJECT: Approve a resolution that the City Council in accordance with the provisions of the City Code Subsection 12.056.020.f.1, hereby exempts the regularly designated parking meter fees to the north of I10, to include, but not be limited to the Uptown Parking Benefit District, on November 19, 2022, for WinterFest, which constitutes a special downtown event.

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?

WinterFest along with several other activities can cause a strain on downtown parking, therefore in accordance with the provisions of the City Code Subsection 12.056.020.f.1, hereby exempts the regularly designated parking meter fees to the north of I-10, to include, but not limited to the Uptown Parking Benefit District, on November 19, 2022, for WinterFest, which constitutes a special event and encourages the community to utilize the El Paso Streetcar in order to travel to WinterFest.

PRIOR COUNCIL ACTION:

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

Yes, October 18, 2021

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? X YES ___ NO

PRIMARY DEPARTMENT: SECONDARY DEPARTMENT: MCAD

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

DEPARTMENT HEAD: David Coronado *Paul Stresow* for D. Coronado

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

RESOLUTION

WHEREAS, WinterFest is a holiday event that draws the community to the downtown area, during a time of year when there are numerous other activities in the downtown area, which can cause a strain on available downtown parking; and

WHEREAS, City Code Subsection 12.56.020F allows for the International Bridges Director to make a recommendation to City Council for exceptions to the days and times when parking meter fees shall apply; and

WHEREAS, the International Bridges Director recommends that parking meter fees North of I10, including but not limited to the Uptown Parking Benefit District, be waived solely and exclusively on November 19, 2022, for the event known as WinterFest; and

WHEREAS, the International Bridges Director does not recommend that parking meter fees in the downtown area be waived on November 19, 2022; and

WHEREAS, the City Council encourages the community to park at the parking meters to the North of I10, including but not limited to the Uptown Parking Benefit District, and encourages the community to utilize the El Paso Streetcar in order to travel to WinterFest on November 19, 2022; and

WHEREAS, the City Council finds that WinterFest constitutes a special downtown event as contemplated in City Code Subsection 12.56.020F.1;

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

THAT the City Council, in accordance with the provisions of City Code Subsection 12.056.020F.1, hereby exempts the regularly designated parking meter fees to the North of I10, to include, but not be limited to the Uptown Parking Benefit District, on November 19, 2022, for WinterFest which constitutes a special downtown event.

(Signatures appear on following page)

PASSED AND APPROVED this _____ day of _____, 2022.

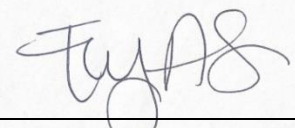
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:

Paul Stresow for D. Coronado

David Coronado, Director
International Bridges Department



• WinterFest 2022

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

City Council Item # 4
October 11, 2022

Background

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- WinterFest along with several other activities can cause a strain on downtown parking,
- In 2021 in support of WinterFest “Free Parking” was approved by City Council on October 18, 2021
- Parking Fees were waived on Saturday, November 20, 2021 north of I-10 in support of the kick-off of WinterFest and to encourage attendees to park for free at a meter and ride the Streetcar Downtown to the WinterFest event and festivities.

Action

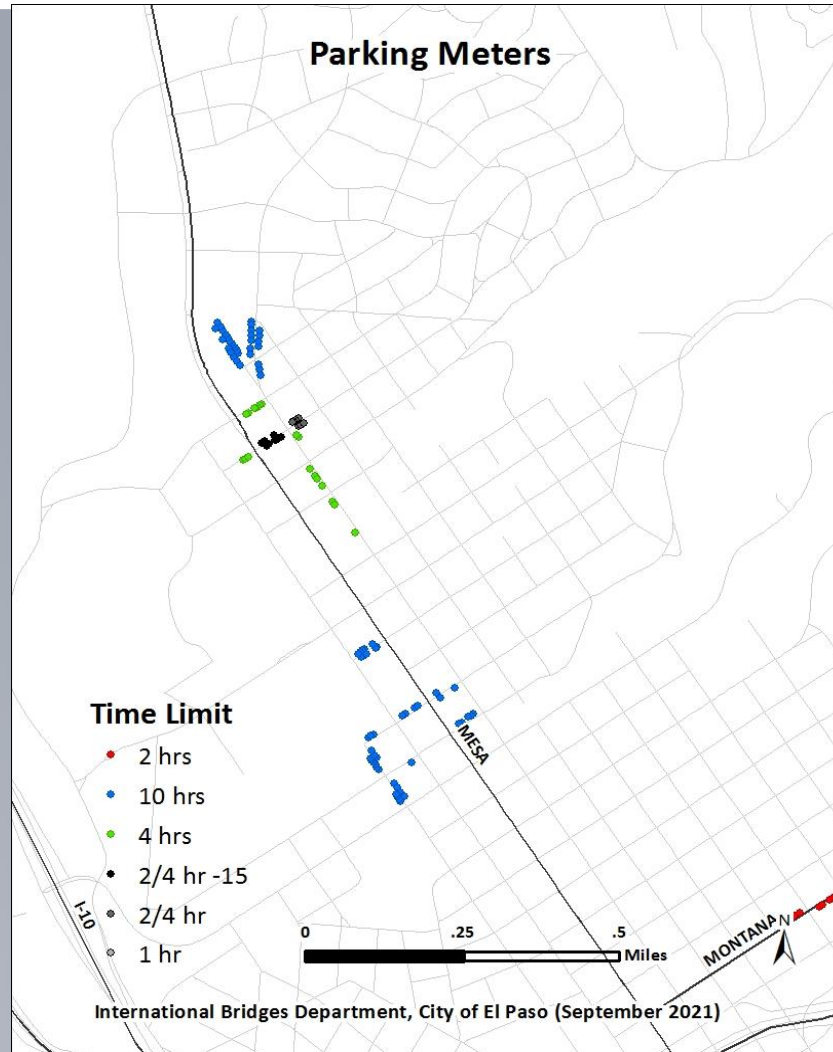
- Requesting that the City Council approve a resolution in accordance of the provision of the City Code Subsection 12.056.020.f.1, to exempt the regularly designated parking fees at all parking meters north of I-10 to include, but not limited to the parking meters in the Uptown Parking Benefit District on Saturday, November 19, 2022 and encourage attendees to park for free at a parking meter and the ride the Streetcar for free to the WinterFest festivities.
- Will provide an incentive to park away from congestion downtown and promotes the use of the Streetcar.

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

Map of Affected Meters

186
parking
spaces



Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

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

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

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 #: 22-1277, 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 3

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

That the City Manager, or designee, is authorized to sign a Lease Termination Agreement between the City of El Paso ("Lessor") and Airport Park-A-Lot El Paso LLC ("Lessee") for the following property:

All of Lots 2, 3 and 4, Block 1A, El Paso International Airport Tracts, Replat of Unit 4, City of El Paso, El Paso County, Texas, municipally known and numbered as 6440 Airport Road, El Paso, Texas.

And that the Director of Aviation, or designee, is authorized to exercise all rights and perform all obligations described in the Lease Termination Agreement, and that he be authorized to sign all documents related to the Lease Termination Agreement, including any amendments to the Lease Termination Agreement that do not involve changes to monetary settlement amounts.

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

AGENDA DATE: October 11, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON: Samuel Rodriguez, P.E. Aviation Director (915) 212-7301

DISTRICT(S) AFFECTED: 3

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

SUBGOAL: N/A

SUBJECT:

That the City Manager, or designee, is authorized to sign a Lease Termination Agreement between the City of El Paso ("Lessor") and Airport Park-A-Lot El Paso LLC ("Lessee") for the following property:

All of Lots 2, 3 and 4, Block 1A, El Paso International Airport Tracts, Replat of Unit 4, City of El Paso, El Paso County, Texas, municipally known and numbered as 6440 Airport Road, El Paso, Texas,

and that the Director of Aviation, or designee, is authorized to exercise all rights and perform all obligations described in the Lease Termination Agreement, and that he be authorized to sign all documents related to the Lease Termination Agreement, including any amendments to the Lease Termination Agreement that do not involve changes to monetary settlement amounts.

BACKGROUND / DISCUSSION:

The Department of Aviation requests approval to terminate the Industrial Site Lease as of 11:59:59 p.m. on January 14, 2023, as the Lessee has defaulted due to nonpayment of rents due. In December 2020, the Lessee requested relief as the business has been direly impacted by the COVID-19 pandemic. Under the Delegation of Authority to provide relief to airport tenants affected by the decrease in passengers approved on April 14, 2020, ELP agreed to defer rental payments for April 2020 through December 2021 until January 1, 2022. The Lessee would then start making required rental payments plus the deferred amount over the remainder of the initial term of the lease. The monthly rental fee is \$9,885.01 and with the deferred amount is \$11,367.76. Lessee made one (1) payment in January 2022 and one (1) partial payment in April 2022. The balance as of October 1, 2022 is \$311,281.

PRIOR COUNCIL ACTION:

- 2/29/2012 – Approval of Industrial Site Lease
- 3/17/2015 – Approval of First Amendment to Industrial Site Lease to allow for a trial period for curbside valet service for one year
- 6/14/2016 – Approval of Second Amendment to Industrial site Lease to allow for a trial period for curbside valet service on a month-to-month basis

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Aviation

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

A handwritten signature in blue ink, appearing to read 'Sam Rodriguez', is written over a horizontal line.

Samuel Rodriguez, P.E., Director of Aviation

RESOLUTION

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

That the City Manager, or designee, is authorized to sign a Lease Termination Agreement between the City of El Paso ("Lessor") and Airport Park-A-Lot El Paso LLC ("Lessee") for the following property:

All of Lots 2, 3 and 4, Block 1A, El Paso International Airport Tracts, Replat of Unit 4, City of El Paso, El Paso County, Texas, municipally known and numbered as 6440 Airport Road, El Paso, Texas,

and that the Director of Aviation, or designee, is authorized to exercise all rights and perform all obligations described in the Lease Termination Agreement, and that he be authorized to sign all documents related to the Lease Termination Agreement, including any amendments to the Lease Termination Agreement that do not involve changes to monetary settlement amounts.

APPROVED the ____ day of _____ 2022.


CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

RESOLUTION

11-1003-085 | 1191239.2 | Reso Termination of Lease (Airport Park-A-Lot)

STATE OF TEXAS)
)
 COUNTY OF EL PASO) **LEASE TERMINATION AGREEMENT**

This Lease Termination Agreement ("**Agreement**") is entered on _____, 2022 ("**Effective Date**") between the City of El Paso, Texas a home rule municipality ("**Lessor**") and Airport Park-A-Lot LLC DBA Fast Spot Valet Parking ("**Lessee**") (collectively the Lessor and the Lessee are referred to as the "**Parties**").

WHEREAS, Lessor owns and operates the El Paso International Airport, located in the County of El Paso, State of Texas, ("**Airport**"), which is managed by the Director of Aviation ("**Director**"); and

WHEREAS, effective February 29, 2012, Lessor and Lessee entered into an Industrial Site Lease (the "**Lease**") for the following real property:

All of Lots 2, 3 and 4, Block 1A, El Paso International Airport Tracts, Replat of Unit 4, City of El Paso, El Paso County, Texas, municipally known and numbered as 6440 Airport Road, El Paso, Texas (the "**Premises**"); and

WHEREAS, effective April 1, 2015, Lessor and Lessee entered into a First Amendment to the Industrial Site Lease ("**First Amendment**") providing for a trial period of valet parking service (the "**Service**") at the Airport terminal; and

WHEREAS, Lessor and Lessee considered that the trial of the Service was sufficiently successful to warrant a continuation of the Service on a month-to-month basis for vehicular and parking services at the El Paso International Airport Terminal building; and

WHEREAS, the Lease expires February 28, 2042, but Lessee desires to terminate the Lease and all rights to possession of the Premises and to release the Premises to the Lessor; and

WHEREAS, Lessor has evaluated the situation and determined that it will be beneficial for the Lessor to accept the Lease termination and to release Lessee from its obligations under the Lease, except as otherwise specifically stated herein; and

WHEREAS, upon termination of the Lease, Lessee shall at its sole expense remove any and all personal property not considered improvements to the Premises, which, for clarification, shall not include the kiosk nor the billboard structure but shall include the signage panels containing the trademark log "Fast Spot"; however, all insurance and indemnification obligations arising out of, or relating to, the Service shall remain in force and Lessor will take over the

5. Lessor and Lessee agree Lessor will take over the operation of the Service through Lessor's Parking Lot Manager, SP Plus Corporation. No later than October 15, 2022, Lessee will allow Lessor to place signage at the entrance and exit notifying customers that the ownership change will occur on January 15, 2023. The Parties may agree that additional pre-transfer signage locations may be used by Lessor on the Premises, without the need to amend this Agreement.
6. Lessor and Lessee agree that Lessor will take possession of the improvements contemplated in the Lease on the Premises, on January 15, 2023.
7. Ownership of Improvements on the Premises. The Parties acknowledge that the Lease and First Amendment allowed the Lessee to construct improvements on the Premises in addition to any improvements that may have already been located on the Premises prior to the Parties entering into the Lease. The Lessee agrees that as of January 15, 2023, the Lessor will take title and possession of all improvements on the Premises. To evidence the transfer of title of such improvements, the Lessee will execute a Deed without Warranty as attached to this Agreement as Attachment "A". The Parties agree that as of January 15, 2023, the Lessor has the right to exercise all ownership rights over all improvements on the Premises including the right to use and dispose of the improvements in the Lessor's sole discretion.
8. Lessor and Lessee agree that Lessor will accept the improvements listed in Attachment "A" in lieu of the balance due on the Lessee's delinquent account.
9. Employee Transfer. In order to effectuate a smooth and orderly transition of operations from Lessee to Lessor, Lessee's employees currently working on the Premises and who are engaged in daily Service operations (the "Employees") will be notified by Lessee on or before October 15, 2022, of the pending lease termination and change in Service. In addition, on or before December 1, 2022 the Employees will be given an opportunity to interview for similar positions under the Lessor's Parking Lot Manager, but are in no way obligated to take the job if offered. Lessee shall communicate to the Employees described in this Paragraph 9, that they may at their convenience contact Lessor's Parking Lot Manager, preferably well in advance of January 15, 2023, as follows:

SP Plus Corporation Notice:

Jose Chavez
 2102 Airway Blvd.
 El Paso, Texas 79925
 915-771-7990
Jchavez@spplus.com

operation of the Service through Lessor's Parking Lot Manager, by way of separate agreement with same.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Lessee shall surrender the Lease to Lessor and shall vacate the Premises as of January 14, 2023, 11:59:59 p.m.
2. Lessor shall accept the surrender of the Premises from Lessee.
3. Lessor and Lessee shall discharge and release each other from all obligations under the Lease, as amended, as of January 14, 2023, 11:59:59 p.m., except as otherwise agreed to, including, but not limited to, those specified in Paragraph 16 in this Agreement. The Parties agree to the following:
 - a. Each party has fulfilled all of its respective obligations under the Lease, as amended.
 - b. Lessee's operations are paid in full with a zero balance as of January 14, 2023, including utility bills and other services for the Service.
 - c. The Parties acknowledge that this Agreement marks the end of the Lease, as amended.
 - d. Each party retains its right to pursue all remedies at law in the event the other party has failed to meet its respective obligations under the Lease, as amended, or this Agreement.
4. The Parties agree that Lessee shall retain revenue from customers accessing the Service through January 14, 2023. Lessor shall retain revenue from customers accessing the Service beginning January 15, 2023. By way of example, in the case of a vehicle that arrives to the Premises prior to January 14, 2023, and remains at the Premises for the Service beyond January 14, 2023, revenue shall be paid solely to Lessee for days through January 14, 2023, and solely to Lessor for days from January 15, 2023 and beyond. Within sixty (60) days of January 15, 2023, Lessee shall provide a revenue report stating all revenue received by Lessee for the Services provided to Lessee's customers through January 14, 2023. Lessee shall also list revenue mistakenly received by Lessee for the service provided to Lessor's customers during that sixty-day timeframe beginning January 15, 2023, and shall issue a check or electronic payment to Lessor for said amounts mistakenly paid to Lessee no later than March 15, 2023.
 - a. Lessee agrees to transfer to Lessor, if Lessor desires to accept said transfer, Lessee's parking revenue control system on or before January 1, 2023. Lessor will notify Lessee by December 15, 2022 if it agrees to continue with the parking revenue control system.

5. Lessor and Lessee agree Lessor will take over the operation of the Service through Lessor's Parking Lot Manager, SP Plus Corporation. No later than October 15, 2022, Lessee will allow Lessor to place signage at the entrance and exit notifying customers that the ownership change will occur on January 15, 2023. The Parties may agree that additional pre-transfer signage locations may be used by Lessor on the Premises, without the need to amend this Agreement.
6. Lessor and Lessee agree that Lessor will take possession of the improvements contemplated in the Lease on the Premises, on January 15, 2023.
7. Ownership of Improvements on the Premises. The Parties acknowledge that the Lease and First Amendment allowed the Lessee to construct improvements on the Premises in addition to any improvements that may have already been located on the Premises prior to the Parties entering into the Lease. The Lessee agrees that as of January 15, 2023, the Lessor will take title and possession of all improvements on the Premises. To evidence the transfer of title of such improvements, the Lessee will execute a Deed without Warranty as attached to this Agreement as **Attachment "A"**. The Parties agree that as of January 15, 2023, the Lessor has the right to exercise all ownership rights over all improvements on the Premises including the right to use and dispose of the improvements in the Lessor's sole discretion.
8. Lessor and Lessee agree that Lessor will accept the improvements listed in Attachment "A" in lieu of the balance due on the Lessee's delinquent account.
9. Employee Transfer. In order to effectuate a smooth and orderly transition of operations from Lessee to Lessor, Lessee's employees currently working on the Premises and who are engaged in daily Service operations (the "Employees") will be notified by Lessee on or before October 15, 2022, of the pending lease termination and change in Service. In addition, on or before December 1, 2022 the Employees will be given an opportunity to interview for similar positions under the Lessor's Parking Lot Manager, but are in no way obligated to take the job if offered. Lessee shall communicate to the Employees described in this Paragraph 9, that they may at their convenience contact Lessor's Parking Lot Manager, preferably well in advance of January 15, 2023, as follows:

SP Plus Corporation Notice:

Jose Chavez
 2102 Airway Blvd.
 El Paso, Texas 79925
 915-771-7990
jchavez@spplus.com

Lessor is in no way obligated to hire the Employees and Lessee is in no way obligated to instruct the Employees to accept any employment offered by Lessor.

- a. Lessee agrees to allow the Lessor's Parking Lot Manager to be trained by and to shadow Lessee's employees to learn the Service operational details, as part of the ownership transition process from December 1, 2022 to January 15, 2023.
 - b. Lessee agrees to allow Lessor to install equipment, as necessary, beginning December 15, 2022 to allow for seamless transition of operations on January 15, 2023. Lessee will be allowed seven (7) days beginning on January 15, 2023 to remove any final personal property, signage and equipment that was required to operate through January 14, 2023.
10. Lessee agrees to provide Lessor, preferably before January 1, 2023 and no later than January 14, 2023 any and all customer data for its monthly or pre-paid parking customers.
 11. Lessee agrees to provide Lessor on or before January 15, 2023 any and all service agreements in effect at the real property. The Lessor is under no obligation to continue with such service agreements. Lessor will notify Lessee which service agreements Lessor requires that Lessee assign to Lessor; all other agreements need to be terminated by the Lessee prior to January 14, 2023. All services fees will be paid by the Lessee through January 14, 2023.
 12. Lessee agrees to indemnify and hold the Lessor harmless for any and all claims or causes of action arising out of the Lease including, but not limited to, arising out of Lessee's use, occupancy, subleasing, assigning or mortgaging of the Premises; including but not limited to the payment of taxes which accrued during the Lease term. Lessee agrees to defend Lessor against any such claims and to defend the Lessor in any legal actions which may be brought against Lessor, including attorney's fees and court costs, or fees or claims arising out of the Lease. Lessee shall provide written confirmation to Lessor of payment for all taxes.
 13. Refund of property taxes. Lessee shall be responsible for applying directly to the El Paso County Tax Assessor-Collector for any refund for taxes Lessee paid on the Premises.
 14. Payment of rent and amounts due. Upon full execution of this Agreement, the Parties agree that neither party owes any amounts to the other party under the Lease, as amended.
 15. Representation and Warranties. Lessee represents and warrants to the Lessor that as of the Effective Date of this Agreement, there are no mortgagees or other third parties that may claim ownership or rights over the improvements located on the Premises through any grant made by the Lessee to such mortgagee or party.

16. All provisions of the Lease and its amendments, which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of the Lease hereunder shall survive such cessation, expiration, cancellation or termination of the Lease, including without limitation, Paragraphs 3.03 Compliance with Laws; and 6.05 Indemnification.

17. General Provisions. The Parties agree to the following:

- a. This Agreement is governed by the laws of the State of Texas.
- b. Venue regarding any disputes regarding this Agreement lies exclusively in El Paso County, Texas.
- c. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected.
- d. This Agreement constitutes the entire agreement between the Parties.

18. The person signing this Agreement on behalf of Lessor and Lessee warrants that he or she has the authority to do so and to bind the party represented.

IN WITNESS WHEREOF, this Lease Termination Agreement has been executed by the Parties hereto as of the date, month and year first hereinabove written.

[Signatures begin on the next page]


EXECUTED by Lessor the ____ day of _____, 2022.

Lessor:


By: _____
 Samuel Rodriguez, P.E.
 Director of Aviation

APPROVED AS TO FORM

APPROVED AS TO CONTENT:



 Josette Flores
 Senior Assistant City Attorney



 for Terry Sharpe, Assistant Director
 Department of Aviation

LESSOR'S ACKNOWLEDGMENT

**STATE OF TEXAS
 COUNTY OF EL PASO**

This instrument was acknowledged before me on this ____ day of _____, 2022,
 by Samuel Rodriguez, P.E., as Director of Aviation of the City of El Paso, Texas.

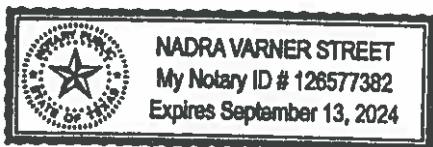
 Notary Public in and for the State of Texas

My Commission Expires:

[Signatures continue on the following page]

EXECUTED by Lessee the 20th day of September, 2022.

LESSEE:
AIRPORT PARK-A-LOT EL PASO LLC



By: [Signature]
Printed Name: FRED BAKER
Title: Manager

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 20th day of September, 2022
by Fred Baker as Manager of Airport Park-A-Lot
El Paso LLC (Lessee).

Nadra Street
Notary Public, State of Texas

My Commission Expires:

9/13/24

Attachment "A"

[Deed without warranty starts on the next page]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

Effective Date: [REDACTED], 20 [REDACTED]

Grantor:

Grantor's Mailing Address: [REDACTED]

Grantee: **City of El Paso, Texas**, a Texas home-rule municipality [REDACTED]

Grantee's Mailing Address:

City of El Paso
P.O. Box 1890
El Paso County
El Paso, Texas 79950-1890

PROPERTY- IMPROVEMENTS ONLY:

Improvements only, located on the property legally described as:

All of Lots 2, 3 and 4, Block 1A, El Paso International Airport Tracts, Replat of Unit 4, City of El Paso, El Paso County, Texas, municipally known and numbered as 6440 Airport Road, El Paso, Texas, as more particularly described in the attached survey and metes and bounds as Attachment "A".

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

NONE

RESERVATIONS TO CONVEYANCE

NONE

WARRANTY:

The Grantor represents and warrants to the Grantee that as of the Effective Date of this Deed there are no mortgagees or other third parties that may claim ownership or rights over the improvements located on the property through any grant or conveyance made by the Lessee (Grantor) to such mortgagee or party.

CONVEYANCE:

The GRANTOR, for the consideration and subject to the reservations from, exceptions to conveyance, and warranty GRANTS, and CONVEYS to the GRANTEE the improvements located on the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever.

Except to the warranty expressly made in this Deed above, the Grantor grants and conveys the improvements on the property to the Grantee "As Is" and makes no warranties of any kind.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED by Grantor the ____ day of _____, 20__.

GRANTOR:

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF EL PASO

This instrument was acknowledged before me this ____ day of _____, 2022,
by _____, in its capacity as _____, on behalf of Grantor.

Notary Public, State of _____

My Commission Expires:

"Attachment A"
Description of Improvements at 6440 Airport Road, El Paso, Texas 79925

Date of Inspection and Inventory: September 20, 2022

Improvements Inventory:

Structure	# Square Feet	Description of Improvement	Notes
Main Administrative Building	2,520 square feet	30 parking spaces (uncovered / non rent)	
Car Port A	6,426 square feet	40 covered spaces	
Car Port B	4,440 square feet	24 covered spaces*	*13 rows of covered spaces (max 2 cars = 26 spots)
Car Port C	27,132 square feet	200 covered spaces*	*40 rows of covered spaces (max 4 cars = 160 spaces, appraiser estimates 5 per row)
Car Port D	31,996 square feet	235 covered spaces*	*47 rows of covered spaces (max 4 cars = 188 spaces, appraiser estimates 5 per row)
Car Port E	5,976 square feet	37 covered spaces*	*2 uncovered spots on either side of port
Added Site Parking	75 uncovered parking spaces (various areas)	Added Site Parking: 75 uncovered parking spaces (various areas)	
Perimeter of the subject site	1,700 lineal feet	5 foot high rock wall fencing	
Asphalt pavement	156,200 square feet		
NOTE: The covered parking does not have electrical; however, does provide for solar powered LED lighting.			

Building Description:

The subject main building contains 2,520 square feet. The floor plan consists of a front entry lobby area followed by an open administrative area. The administrative area consists of an office and a storage room. A portion of the area is partitioned with wire mesh walls and is used for paperwork shelving. Main administrative office is separated with a wall with window. Water damage on ceiling tiles throughout the administrative area, storage room and main office.

The rear section is open with perimeter office type space. However, this section of the building is currently being used as storage space. This area consists of two restrooms (men's/women's) and seven (7) offices labeled Suites C through I. Beginning counterclockwise from the entrance, there is a door leading back outside. All offices and restrooms have water damage on the ceiling tiles except Suite I. Suite I also has the lighting fixture covers hanging. The restrooms consist of one toilet and one sink, the men's also having a urinal that it is not in service. The subject ceilings are ceiling tiles set in a metal grid with recessed lighting.

All windows throughout main administrative area, administrative offices and secondary space offices free of breaks and cracks. Construction consists of a painted EFIS finish with a flat built up composition roof and further reflects an average to low cost Class "C" structure. Management (on-site) indicated there are roof concerns to include the heating and cooling units and plumbing fixtures, which will require maintenance.

Car Wash, Parking Area & Structures:

All of the covered parking (# canopies) and car wash (quantity 1) are maintained in good shape. There were no significant dents or signs of wear on any of the support columns.

"Attachment A"
Description of Improvements at 6440 Airport Road, El Paso, Texas 79925

Perimeter Rock Wall & Fencing:

The rock wall interior was also inspected and there was notable damage parallel to Car Port A and E. Portions of chain link fence were also in good shape. Car Port painted parking lines are severely faded throughout however.

Storage Shed:

Storage shed next to car wash kept in good shape as well. Landscaping around building is maintained however there is overgrowth of vegetation at the public entrance.

Outdoor Signage:

Signage posted at main public entrance and rear exit. Includes one (1) branded sign with two posts at the main entrance off of Airport Road.



Legislation Text

File #: 22-1297, 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

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 to authorize the City Manager to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the JLL VALUATION & ADVISORY SERVICES, LLC ("JLL"), for JLL to provide consulting services related to the planning of a regional economic development strategy in an amount not to exceed \$240,000.

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

AGENDA DATE: 10/11/2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Elizabeth Triggs, 915-212-0094

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 1 - Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL: 1.2 - Enhance visitor revenue opportunities

SUBJECT:

A Resolution to authorize the City Manager to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the JLL VALUATION & ADVISORY SERVICES, LLC ("JLL"), for JLL to provide consulting services related to the planning of a regional economic development strategy in an amount not to exceed \$240,000.

BACKGROUND / DISCUSSION:

On September 5, 2017, the El Paso City Council authorized the City Manager to enter into and sign an agreement with JLL to provide consulting services related to the planning of a regional economic development strategy and specifically, evaluating market and financial feasibility associated with the development of a water-park resort in the City of El Paso.

PRIOR COUNCIL ACTION:

On September 5, 2017, the El Paso City Council authorized the City Manager to enter into and sign an agreement with JLL.

AMOUNT AND SOURCE OF FUNDING:

General Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic & International Development Department

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 Consulting Services Agreement by and between the CITY OF EL PASO and the JLL VALUATION & ADVISORY SERVICES, LLC (“JLL”), for JLL to provide consulting services related to the planning of a regional economic development strategy in an amount not to exceed \$240,000.

APPROVED THIS _____ DAY OF _____ 2022.

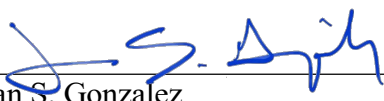
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic and International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONSULTING SERVICES AGREEMENT
JLL Valuation & Advisory Services, LLC

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into by and between **THE CITY OF EL PASO** (the “City”), a home rule municipal corporation, and **JLL VALUATION & ADVISORY SERVICES, LLC**, a corporation organized under the laws of the State of Maryland (“JLL”).

RECITALS

WHEREAS, on September 5, 2017, the El Paso City Council authorized the City Manager to enter into and sign an agreement with Jones Land LaSalle Americas Inc. (JLL Americas, Inc.) to provide consulting services related to the planning of a regional economic development strategy and specifically, evaluating market and financial feasibility associated with the development of a waterpark resort in the City of El Paso; and

WHEREAS, in February 2018, JLL Americas, Inc. delivered that report and its findings to the City, including the project’s market and financial feasibility, as well as its impact to the local economy; and

WHEREAS, following the development of and using information contained in this report, the City entered into a Chapter 380 Program Agreement with Great Wolf Resorts; and

WHEREAS, the City desires to engage JLL to provide professional consulting services (the “Services”) to update the market and financial feasibility study and economic impact analysis completed in February 2018 to assist the City with evaluating the development of a waterpark resort and theme park attraction at two locations in the City of El Paso; and

WHEREAS, the City cannot adequately perform the Services with its own personnel; and

WHEREAS, JLL possesses the skills, knowledge and experience necessary to perform said 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:

1. **SCOPE OF SERVICES**. JLL hereby agrees to perform the services in accordance with the proposal set forth in *Attachment A*, attached hereto and incorporated herein for all purposes.

2. TERM. The services of JLL are to commence upon full execution of this Agreement and shall continue through completion of the services set forth in *Attachment A*, unless terminated sooner as permitted herein.
3. COMPENSATION AND METHOD OF PAYMENT. JLL shall be paid in accordance with the fee schedule set forth on page 4 of *Attachment A*. In no event shall the total amount of this Agreement exceed \$240,000.00. Payment shall be due thirty (30) days from the date of the City's receipt of an invoice in accordance with state laws. The City will provide no fringe benefits to JLL or its employees. JLL hereby agrees that at no time will JLL make a claim against the City for more than the rates provided under the terms of this Agreement.
4. LOCATION OF PERFORMANCE. JLL shall perform the services in the City and County of El Paso, Texas or such other place(s) as may be necessary to fulfill the terms of this Agreement.
5. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City shall be entitled to enter into other consulting service agreements with other properly selected individuals or businesses that qualify to provide such services.
6. INDEMNIFICATION. JLL 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 EXPENSES, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR JLL'S NEGLIGENT PERFORMANCE OF ANY DUTIES AND ACTIVITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to JLL every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. JLL 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 JLL 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. JLL will pay all judgments finally establishing liability of the City in actions defended by JLL pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by JLL, 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 JLL's property from any cause.
7. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The City shall not be subject to any obligations or liabilities of JLL incurred in the performance of this Agreement unless otherwise herein authorized.
8. CONFIDENTIAL WORK. JLL recognizes that all materials to be prepared hereunder and all data received by JLL shall be kept in strictest confidence, to the extent permitted by law. JLL shall not divulge such confidential information except as approved in writing by the City or as otherwise required by law. If JLL receives inquiries regarding documents within its possession

pursuant to this Agreement, JLL shall immediately forward such request to the City Attorney's office for disposition.

9. OWNERSHIP. All files and documents generated by JLL as a result of its activity under this Agreement shall remain at all times the property of the City.
10. TERMINATION. Either party may terminate this Agreement without cause after thirty (30) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. Should the City have cause to terminate this Agreement or if JLL is in breach of this Agreement, the Agreement may be terminated immediately upon written notification to JLL of the cause for termination.
11. LAW GOVERNING AGREEMENT/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.
12. NOTICE. Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and electronically delivered and sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY: City of El Paso
ATTN: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890
EDFinance@elpaasotexas.gov

With a copy to: Economic and International Development Department
ATTN: Director
P.O. Box 1890
El Paso, Texas 79950-1890
EDFinance@elpasotexas.gov

JLL: JLL Hotels & Hospitality Group
ATTN: Charlotte Kang, Managing Director
3344 Peachtree Road NE, Suite 1100
Atlanta, Georgia 30326
Charlotte.Kang@jll.com

With a copy to: Jones Lang LaSalle Americas, Inc.
200 East Randolph Dr.
Chicago, IL 60601
Attention: General Counsel
Michelle.fellows@jll.com

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

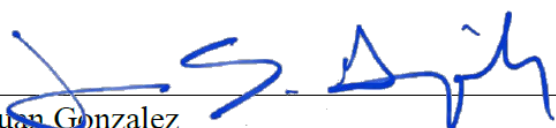
13. COMPLETE AGREEMENT. This Agreement and its attachments constitute and express the entire agreement between the parties hereto in reference to the Consulting Services. In the event that a provision of this Agreement and Exhibit A conflict with one another, the provision contained in this Agreement controls.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of October, 2022.

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:



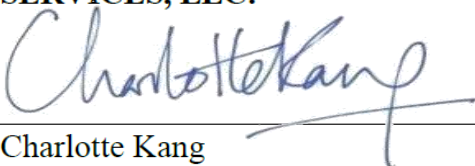
Juan Gonzalez
Senior Assistant City Attorney
Department

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic and Int'l Development

**JLL VALUATION & ADVISORY
SERVICES, LLC:**



Charlotte Kang
Managing Director
National Practice Lead, Hotels & Hospitality

EXHIBIT A

**JLL VALUATION & ADVISORY SERVICES, LLC
Proposal dated October 5, 2022**

(Follows on the next page)

Prepared for



**Market Study Advisory Proposal
Proposed Waterpark Resort and
Proposed Theme Park Resort at
two non-contiguous sites, El Paso, Texas**

October 5, 2022

Proposal

JLL Valuation Advisory

Charlotte Kang, MAI, FRICS
Managing Director
National Practice Lead, Hotels & Hospitality
+1 404 995 2108 | charlotte.kang@am.jll.com

October 5, 2022

Miranda E. Diaz, M.B.A.
Administrative Division Manager
City of El Paso
Economic & International Development |
123 W. Mills Avenue, Ste. 111
El Paso, Texas 79901
T: +1 (915) 212-1571

sent via email: DiazME@elpasotexas.gov

RE: Market Study Advisory Services for the Property:
Proposed Waterpark Resort and Proposed Theme Park Resort at
two non-contiguous sites, El Paso, Texas (“Property”, “Project”, or collectively “Properties”, “Projects”)

Dear Ms. Diaz:

JLL Valuation & Advisory Services, LLC (JLL VA) is pleased to provide this proposal and engagement letter to City of El Paso (“Client” or “City”) for the market study advisory services regarding the Property.

PROPERTY IDENTIFICATION: **Proposed Waterpark Resort at the southeast corner of Paseo del Norte and Desert Boulevard North El Paso, TX 79932; and Proposed Theme Park Resort in El Paso, Texas**

OUR UNDERSTANDING The City of El Paso is evaluating the development opportunity of a Waterpark Resort (Waterpark Resort) and a Theme Park (Theme Park Resort).

JLL has previously provided a market study, financial projections, and economic impact analysis of the Waterpark Resort in 2018. The Site earmarked for the proposed project consists of approximately 44 acres located at the southeast corner of Paseo del Norte and Desert Boulevard North, El Paso, TX 79932. JLL has been requested to update the aforesaid study.

Theme Park or experiential resort is a new economic endeavor currently being evaluated by the City. The proposed location is contemplated to be in an undisclosed site location in El Paso, Texas. JLL has been requested to study the market demand and conduct financial and economic impact analysis of the proposed theme park and/or experiential resort, as well as the potential viability of a large-scale full-service hotel with conference space.

The eventual objective of the exercise is to help City determine whether the City could accommodate one or both resort hotels and at what size and which site location.

INTENDED USERS:	City of El Paso [NO OTHER USERS ARE INTENDED BY JLL VALUATION & ADVISORY SERVICES, LLC.]
INTENDED USE:	To assist client in strategic decision-making purposes
SCOPE OF WORK:	Based on our understanding of the assignment objective, we propose the following scope of work for your consideration:

Project Kick-Off

1. Meet with Client and if necessary, other local groups and parties as identified by the Client that would be impacted by the success or failure of the proposed Projects, to determine the level of research and evaluation completed to date regarding the sites and the development of the Projects.
2. Review conceptual thoughts, preliminary development programs, development cost estimates, opportunities and concerns about the proposed development in El Paso.
3. Understand the calculations of various city, state and/or county incentives that might be available for the proposed development.
4. Obtain from Client a high-level development costs (excluding and including land) for both the proposed Projects.
5. Request any additional information required to complete the feasibility study.

Proposed Waterpark Resort

1. Tour the proposed site and its surrounding environs; schedule to coincide with the project kick-off meeting.
2. Conduct research and analysis to update the JLL previous study issued in February 2018, including all sections of the report (Sections I – VII).
3. Incorporate new trends or recommendations.

Proposed Theme Park Resort

1. Tour the proposed site and its surrounding environs; schedule to coincide with the project kick-off meeting.
2. Conduct SWOT (strength, weakness, opportunity, threat) analysis.
3. Conduct Market Analysis, including
 - a. Review pertinent area demographics in a multitude of drive-in markets in nearby neighboring states and State of Chihuahua, Mexico.
 - b. Research and review local existing attractions in El Paso, Texas.
 - c. Research and review similar large scale theme parks in the U.S. and Mexico and evaluate their concepts and attractions.
 - d. Research and review large-scale entertainment venues in the U.S. and Mexico and evaluate their concepts and attractions.

- e. Compile pertinent physical, pricing and operating characteristics for up to ten to twenty comparable scale theme parks and/or entertainment resorts as benchmarks.
- f. Review overall state of the theme park and entertainment industry trends.
- g. Review area economic profile, airport, real estate and infrastructure developments.
- 4. Conduct Demand Analysis, including
 - a. Review and analyze potential sizing of the available resident and visitor markets and their characteristics to the extent information is available.
 - b. Review and analyze convention activity.
 - c. Analyze potential market capture, attendance and pricing.
- 5. Produce high level development program parameters, including
 - a. Operating schedule
 - b. Design day
 - c. Concept recommendations
 - d. Estimated land area requirements considering entertainment capacity, food service, merchandise sales space and parking.
- 6. Conduct Hotel Analysis, including
 - a. Review comparable hotels/resorts market trends regionally and/or nationally as applicable
 - b. Assess seasonal fill patterns and market mix segmentation (transient, group) for a proposed hotel
 - c. Recommend high level development program for the proposed hotel including number of rooms, meeting space, restaurants, and amenities
 - d. Estimated land area requirements considering size, meeting space and amenities
- 7. Produce preliminary financial feasibility analysis, including
 - a. Ten-year potential operating revenue and net operating income for the theme park resort and full-service hotel.
 - b. High level order-of-magnitude development cost with input from Client.
 - c. Return on investment.
- 8. Conduct high level economic impact and funding and finance analysis, including
 - a. Construction and on-going impact.
 - b. Financial aid (with input from Client) and gap analysis.

Deliverable

- 1. One (1) written report for each Project, totaling two (2) written reports
- 2. One draft report in PDF format and one final report in PDF format
- 3. Up to two (2) 1-hour briefings of our valuation methodology and results in our deliverable with the Client. Additional time and support required from the JLL team will be charged in accordance with our standard hourly billing rate as summarized below. The amount will be charged on a monthly progress billing basis.

JLL Position	Hourly Rate (USD)
Managing Director	600
Executive Vice President	500
Senior Vice President	400
Vice President	300
Associate	200
Analyst	100
Project Coordinator	80

In-Person Presentation of Findings

1. Prepare presentation material relevant to the public funding request
2. Present findings to stakeholders identified by the Client in person

FEE:

Proposed Waterpark Resort

Market and Financial Feasibility Study Update:	\$45,000
Economic Impact and Finance Analysis Update	\$30,000

Proposed Theme Park Resort

Market and Financial Feasibility Study:	\$95,000
Economic Impact and Finance Analysis	\$45,000

Total **\$215,000**

In-person Presentation (Optional)

Presentation	\$15,000
--------------	----------

Total (with optional in-person presentation) **\$230,000**

PAYMENT SCHEDULE:

Upon signing of Letter (non-refundable retainer):	\$50,000
Upon kick-off meeting and site tour:	\$25,000
Upon completion of Waterpark study update	\$50,000
Upon completion of Theme Park Study & Analysis	\$90,000
Upon final presentation	\$15,000

PAYMENT TERMS:

Within 30 days of delivery of draft report and invoice from JLL.

EXPENSES:

Reasonable out-of-pocket expenses relating to the assignment will be billed in addition to the fee outlined in this engagement. We will seek Client's approval in advanced for expense amount exceeding \$7,500 for the studies phase of work and \$2,500 for the in-person presentation phase of work.

DELIVERY DATE:

10-12 weeks from engagement and receiving retainer. Delays in obtaining the data, site visits or meetings needed to complete this assignment may result in delays in the date our analysis is completed and delivered.

DELIVERY METHOD:

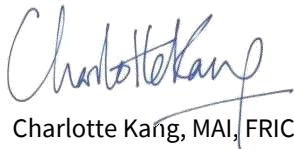
One draft PDF report via E-mail and one final PDF report via E-mail.

This engagement letter is subject to the General Terms and Conditions attached to this letter as Exhibit A, the Statement of Assumptions and Limiting Conditions attached to this letter as Exhibit B.

We appreciate the opportunity to be of service. Please let me know if you have any questions.

Sincerely,

JLL VALUATION & ADVISORY SERVICES, LLC



Charlotte Kang, MAI, FRICS
Managing Director
National Practice Lead, Hotels & Hospitality
t: +1 (404) 995-2108 | e: charlotte.kang@am.jll.com

AGREED AND ACCEPTED BY:
City of El Paso

Signature

Date

Printed Name

Email Address

Title

Phone Number

Exhibit A
Terms and Conditions

1. INTRODUCTION

- 1.1** These Terms and Conditions supplement the proposal, agreement, letter of engagement or email (the “engagement”) between JLL Valuation and Advisory Services, LLC and the Client indicated in the engagement that sets out details of the Services to be provided to the Client. All capitalized terms in this exhibit have the meanings given to them in the engagement unless given a different meaning in this exhibit. These Terms and Conditions, together with the engagement and all other exhibits, schedules and riders to the engagement, are collectively called the “agreement”.

2. SERVICES

- 2.1** We will provide the Services using reasonable care and skill.
- 2.2** We may make changes to the Services if necessary to comply with any law or safety requirement. We will notify you if that happens. Otherwise, JLL and the Client must agree in writing to any changes to the Services, the Fees, or any other provision of the agreement.

3. CLIENT OBLIGATIONS

- 3.1** You agree to give us all documents and other information that we advise you are reasonably necessary for us to provide the Services.
- 3.2** You will maintain adequate property and public liability insurance to reasonably insure property that you own or occupy and any activities on that property. You will obtain all necessary licenses, permissions and consents which may be required to enable us to perform the Services (other than professional licenses that we are required to maintain to perform the Services). You are responsible to keep your property in a safe condition so that we may perform the Services in reasonable safety.
- 3.3** You will notify us promptly if you believe any information you have provided is incomplete or inaccurate.

4. DELAY

- 4.1** We are not responsible for any delay in our performance of the Services if caused by any

event beyond our reasonable control, or for any delay caused by your failure to comply with the agreement.

5. FEES, EXPENSES AND PAYMENT

- 5.1** Our fee in its entirety is earned upon delivery of the first report. We will invoice you at time of delivery for any outstanding balance.
- 5.2** You agree that your obligation to pay the Fee is not contingent upon the results, conclusions or recommendations we provide.
- 5.3** If we are asked to invoice any other party, you agree to settle our invoice immediately if the other party does not do so within 30 days of the date of the invoice.
- 5.4** Delinquent payments under the agreement will earn interest at the rate of one and one-half percent (1-1/2%) per month from the date due until paid, or if lower, the maximum rate permitted by law. If the Fee or any part of it remains unpaid 30 days after it was due, you may not use any report or work product we have delivered to you for any reason.
- 5.5** If you terminate this agreement before the Services are completed, you will pay us, no later than the termination date, a reasonable fee proportionate to the part of the Services performed to the date of termination.
- 5.6** Our rights under Section 5.3 and 5.4 are in addition to, and will not limit, our right to pursue any other rights and remedies under the agreement or at law or in equity.

6. INDEMNITY

- 6.1** You agree to indemnify and defend us and hold us harmless from any loss, liability or expense (including attorneys’ fees) arising from a third party action, claim or proceeding (“Loss”) that we suffer arising out of the agreement or the Services, other than Loss that a court of competent jurisdiction has determined was the result of our negligence or willful misconduct. We agree to indemnify and defend you and hold you harmless from any Loss that you suffer arising out of our negligent performance of Services under the agreement, other than Loss that is found by a court of competent jurisdiction to result from your negligence or willful misconduct.

7. EXCLUSIONS OF, AND LIMITATIONS ON, LIABILITY

- 7.1** EACH OF JLL AND THE CLIENT WAIVES ANY CLAIMS AGAINST EACH OTHER FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL JLL'S LIABILITY IN CONNECTION WITH THE AGREEMENT EXCEED THE FEE PAID TO JLL HEREUNDER.

8. TERMINATION

- 8.1** Either of us may terminate the agreement without reason by giving 30 days' advance written notice to the other.
- 8.2** Either of us may terminate the agreement immediately if the other breaches the agreement and fails to remedy the breach within 10 days of notice by the non-breaching party.
- 8.3** We may terminate the agreement immediately for any of the following reasons:
- (a) We cannot provide any of the Services due to conditions beyond our reasonable control.
 - (b) In our reasonable opinion, there is insufficient information available to provide a report or other work product that meets our standards.
 - (c) A conflict of interest arises which prevents us from acting for you.
 - (d) You have asked us to provide reports or work product that we do not consider to be accurate.

9. ASSUMPTIONS AND LIMITATIONS

- 9.1** Any report or other work product we deliver as part of the Services will be subject to our standard Statement of Assumptions and Limiting Conditions, provided as an exhibit and as part of the agreement, which will be incorporated into the report or work product.

10. CONFIDENTIALITY

- 10.1** We each agree to maintain the confidentiality of each other's confidential information and will not disclose any information received in confidence from each other, until two years after termination or expiration of the agreement, except where required to do so by law.
- 10.2** Any report or other work product that we deliver to you in connection with the Services is confidential and may be used by only you, unless we agree otherwise in writing.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1** We retain all copyright (and other intellectual property rights) in all materials, reports, systems and other deliverables which we produce or develop for the purposes of the agreement, or which we use to provide the Services.
- 11.2** You will not reproduce or copy any part of any report or other work product we produce as part of the Services without our prior written consent.

12. GENERAL

- 12.1** The agreement may be modified only by a written agreement signed by both of us. Liability accruing before the agreement terminates or expires will survive termination or expiration.
- 12.2** The agreement states the entire agreement, and supersedes all prior agreements, between you and JLL with respect to the matters described in the agreement.
- 12.3** If a court determines that any part of the agreement is unenforceable, the remainder of the agreement will remain in effect.
- 12.4** The agreement is governed by the laws of the State of Illinois. Each of us irrevocably submits to the exclusive jurisdiction of the courts of that State.
- 12.5** The agreement may be executed in multiple counterparts.
- 12.6** No director, officer, agent, employee or representative of either of us has any personal liability in connection with the agreement.
- 12.7** Neither of us may assign or transfer any rights or obligations under the agreement without the prior written approval of the other. We each agree to be reasonable in evaluating such a request for approval.
- 12.8** If there is any conflict between the terms of the letter and this exhibit, the terms of the letter will prevail.
- 12.9** If either of us fails to enforce any provision or exercise any right under the Agreement at any time, that failure will not operate as a waiver to enforce that provision or to exercise that right at any other time.
- 12.10** The agreement does not establish any partnership or joint venture between us, or make either of us the agent of the other.
- 12.11** A person who is not a party to the agreement does not have any rights to enforce its terms unless specifically agreed in writing.
- 12.12** Neither of us may publicize or issue any specific information to the media about the Services or

the agreement without the written consent of the other.

- 12.13** Each of us represents to the other that it is not a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action. Each of us agrees to comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption.
- 12.14** If either party does not comply with the obligations under the agreement and legal action is commenced to enforce the rights under the agreement, the losing party will reimburse the prevailing party reasonable costs (including attorneys’ fees), associated with such action.
- THE PARTIES HEREBY WAIVE TRIAL BY JURY.**
- 12.15** Upon request by you, we will provide commercial general liability additional insured coverage to the property owner or its affiliates to the extent a loss is attributable to JLL VA’s negligence.
- 12.16** Sections 5, 6, 7, 10, 11, 12.1, 13, 17 and 18 will survive termination of the agreement.

13. USE OF DATA AND DATA PROTECTION

- 13.1** You agree as follows: (i) The data we collect in connection with the agreement will remain our property. (ii) We and our affiliates may utilize, sell and include data you have provided (either in the aggregate or individually) in the databases of JLL and its affiliates and for use in derivative products. (iii) We may utilize all data already in the public domain on an unrestricted basis.
- 13.2** In order for us to provide the Services, we may need to record and maintain in hard copy and/or in electronic form, information regarding the Client, its officers and any other individuals connected with the Client (collectively “Data Subjects”). We may also verify the identity of Data Subjects, which could include carrying out checks with third parties such as credit reference, anti-money laundering or sanctions checking agencies.
- 13.3** We may use all information that we hold regarding Data Subjects to provide the Services. We may also use and share it with third parties for other purposes as described in our Privacy Statement available at www.jll.com. We may use both commercially available and proprietary

software programs to perform the Services (web based and others).

14. SPECIAL EXPERTS

- 14.1** If you request our assistance in hiring a special expert to contribute to any assignment (such as a surveyor, environmental consultant, land planner, architect, engineer, business, personal property, machinery and equipment appraiser, among others), you will perform your own due diligence to qualify the special expert. You will be responsible to pay for the services of the special expert.
- 14.2** We not responsible for the actions and findings of any special expert. You agree to indemnify and defend us and hold us harmless from all damages that may arise out of your reliance on any special expert.

15. CONFLICTS POLICY

JLL adheres to a strict conflict of interest policy. If we learn of a conflict of interest, we will notify you and recommend a course of action to resolve the conflict. If we learn of a conflict that we do not believe can be resolved, we may terminate the agreement without penalty.

16. FIRREA REQUIREMENTS

Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, any report produced by JLL under the agreement, if ordered independent of a financial institution or agent, might not be FIRREA compliant or acceptable to a federally regulated financial institution.

17. USPAP REQUIREMENTS

The Ethics Rule of the Uniform Standards of Professional Appraisal Practice (“USPAP”) requires us to disclose to you any prior services (appraisal or otherwise) performed within three years prior to the date of this letter by the individual JLL appraiser who will be performing Services for the Property. We represent that to our knowledge, that JLL has not provided prior services within the designated disclosure period, outside of what we have identified.

18. USE OF WORK PRODUCT AND RELIANCE

v. 10_22_2020

- 18.1** You agree that any report or other work product we produce in connection with the Services are for your use only, and only for the purpose indicated in the agreement. No person or entity other than the Client may use or rely on any such report or work product unless we consent otherwise in writing, even if such reliance is foreseeable. Any person who receives a copy of any report or other work product we produce as a consequence of disclosure requirements that apply to the Client, does not become an intended user of this report unless the Client specifically identified them at the time of the engagement.
- 18.2** You will not use any such report or work product in connection with any public documents. You will not refer to JLL in any public documents without our prior written consent. We may give or withhold our consent in our sole discretion for any purpose under this Section 18.
- 18.3** Notwithstanding the foregoing, JLL understands that applicable law in eminent domain proceedings may require you to disclose our reports and work product to landowners and to otherwise make our reports and work product available to the public. To the extent required by applicable law, JLL consents to such disclosure. However, you and only you, and no such landowner or other person or entity, may rely on our reports or our work product.

19. LITIGATION MATTERS

- 19.1** We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in the agreement or otherwise in writing, or if required by law.
- 19.2** If we receive a subpoena or other judicial command to produce documents or to provide testimony in a lawsuit or proceeding regarding the agreement, we will notify you if allowed by law to do so. However, if we are not a party to these proceedings, you agree to compensate us for our professional time at the then prevailing hourly rates of the personnel responding to the subpoena or providing testimony, and to reimburse us for our actual expenses incurred in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred.

Exhibit B

Statement of Assumptions and Limiting Conditions

1. All reports and work product we deliver to you (collectively called “report”) represents an opinion of value, based on historical information and forecasts of market conditions. Actual results may vary from those forecast in the report. There is no guaranty or warranty that the opinion of value reflects the actual value of the property.
2. The conclusions stated in our report apply only as of the effective date of the analysis, and no representation is made as to the effect of subsequent events. Assessed values may change significantly and unexpectedly over short periods. We are not liable for any conclusions in the report that may be different if there are subsequent changes in value. We are not liable for loss relating to reliance upon our report more than three months after its date.
3. There may be differences between projected and actual results because events and circumstances frequently do not occur as predicted, and those differences may be material. We are not liable for any loss arising from these differences.
4. We are not obligated to predict future political, economic or social trends. We assume no responsibility for economic factors that may affect or alter the opinions in the report if the economic factors were not present as of the date of the letter of transmittal accompanying the report.
5. The report reflects an evaluation of the property free of any liens or encumbrances unless otherwise stated.
6. We assume responsible ownership and competent property management.
7. The assignment process requires information from a wide variety of sources. We have assumed that all information furnished by others is correct and complete, up to date and can be relied upon, but no warranty is given for its accuracy. We do not accept responsibility for erroneous information provided by others. We assume that no information that has a material effect on our analysis has been withheld.
8. We assume the following, unless informed to the contrary in writing: Each property has a good and marketable title. All documentation is satisfactorily drawn and that there are no encumbrances, restrictions, easements or other adverse title conditions, which would have a material effect on the value of the interest under consideration. There is no material litigation pending involving the property. All information provided by the Client, or its agents, is correct, up to date and can be relied upon. We are not responsible for considerations requiring expertise in other fields, including but not limited to: legal descriptions, interpretation of legal documents and other legal matters, geologic considerations such as soils and seismic stability, engineering, or environmental and toxic contaminants. We recommend that you engage suitable consultants to advise you on these matters.
9. We assume that all engineering studies correct. The plot plans and illustrative material in the report are included only to help the reader visualize the property.
10. We assume that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. We are not responsible for such conditions or for obtaining the engineering studies that may be required to discover them.
11. We assume that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the report. We have not made or requested any environmental impact studies in conjunction with the report. We reserve the right to revise or rescind any opinion of value that is based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the report assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
12. Unless otherwise stated in the report, you should assume that we did not observe any hazardous materials on the property. We have no knowledge of the existence of such materials on or in the property; however, we are not qualified to detect such substances, and we are not providing environmental services. The presence of substances

such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. Our report assumes that there is no such material on or in the property that would cause a loss in value. We do not assume responsibility for such conditions or for any expertise or engineering knowledge required to discover them. We encourage you to retain an expert in this field, if desired. We are not responsible for any such environmental conditions that exist or for any engineering or testing that might be required to discover whether such conditions exist. We are not experts in the field of environmental conditions, and the report is not an environmental assessment of the property.

13. We may have reviewed available flood maps and may have noted in the report whether the property is generally located within or out of an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property. Any opinion of value we include in our report assumes that floodplain and/or wetlands interpretations are accurate.
14. We have not made a specific survey or analysis of the property to determine whether it is in compliance with the Americans with Disabilities Act ("ADA"), Stark law or any anti-kickback laws. We claim no expertise in such issues and render no opinion regarding compliance of you or the property with ADA, Stark law or anti-kickback law or regulations.
15. We assume that the property conforms to all applicable zoning and use regulations and restrictions unless we have identified, described and considered a non-conformity in the report.
16. We assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in the report is based.
17. We assume that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
18. We have not made any investigation of the financial standing of actual or prospective tenants unless specifically noted in the report. Where properties are valued with the benefit of leasing, we assume, unless we are informed otherwise, that the tenants are capable of meeting their financial obligations under the leases, all rent and other amounts payable under the leases have been paid when due, and that there are no undisclosed breaches of the leases.
19. We did not conduct a formal survey of the property and assume no responsibility for any survey matters. The Client has supplied the spatial data, including sketches and/or surveys included in the report, and we assume that data is correct, up to date and can be relied upon.
20. Unless otherwise stated, the opinion of value included in our report excludes any additional value attributable to goodwill, or to fixtures and fittings which are only of value, in situ, to the present occupier. We have made no allowance for any plant, machinery or equipment unless they form an integral part of the building and would normally be included in a sale of the building. We do not normally carry out or commission investigations into the capacity or condition of services being provided to the property. We assume that the services, and any associated controls or software, are in working order and free from defect. We also assume that the services are of sufficient capacity to meet current and future needs.
21. In the case of property where construction work is in progress, such as refurbishment or repairs, or where developments are in progress, we have relied upon cost information supplied to us by the Client or its appointed experts or upon industry accepted cost guides. In the case of property where construction work is in progress, or has recently been completed, we do not make allowance for any liability already incurred, but not yet discharged, in respect of completed work, or obligations in favor of contractors, subcontractors or any members of the professional or design team. We assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

22. Any allocation in the report of value between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other report and are invalid if so used.
23. The report is confidential to the party to whom it is addressed and those other intended users specified in the report for the specific purpose to which it refers. Use of the report for any other purpose or use by any party not identified as an intended user of the report without our prior written consent is prohibited, and we accept no responsibility for any use of the report in violation of the terms of this Agreement.
24. We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in writing.
25. Neither the whole report, nor any part, nor reference thereto, may be published in any manner without our prior written approval.
26. We may rely on, and will not verify, the accuracy and sufficiency of documents, information and assumptions provided to it by the Client or others. We will not verify documents, information and assumptions derived from industry sources or that JLL or its affiliates have prepared in the regular course of business. We are not liable for any deficiency in the report arising from the inaccuracy or insufficiency of such information, documents and assumptions. However, our report will be based on our professional evaluation of all such available sources of information.
27. JLL IS NOT LIABLE TO ANY PERSON OR ENTITY FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL THE LIABILITY OF JLL AND ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEE PAID TO JLL HEREUNDER.
28. Unless expressly advised to the contrary, we assume that appropriate insurance coverage is and will continue to be available on commercially acceptable terms.
29. We assume that no material changes in any applicable federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
30. We may determine during the course of the assignment that additional Hypothetical Conditions and Extraordinary Assumptions may be required in order to complete the assignment. The report will be subject to those Hypothetical Conditions and Extraordinary Assumptions. Each person that is permitted to use the report agrees to be bound by all the Assumptions and Limiting Conditions and any Hypothetical Conditions and Extraordinary Assumptions stated in the report.

v. 10_22_2020

Exhibit C

Proposal Contact

JLL Valuation Advisory is pleased to be completing the services relating to your property as laid out in our proposal / letter of engagement. Should you have any additional information about the proposal or other matters, please contact the following individual anytime.

Charlotte Kang, MAI, FRICS

Managing Director
National Practice Lead – Hotels & Hospitality
JLL Valuation Advisory
3344 Peachtree Road NE, Suite 1100
Atlanta, GA 30326
T +1 404 995 2108
M 1 404 386 2726
charlotte.kang@am.jll.com

us.jll.com/valuationadvisory

JLL Valuation & Advisory Services, LLC, a wholly owned indirect subsidiary of Jones Lang LaSalle Incorporated



Item 6

Attracting Destination Entertainment Opportunities: An Economic Development Strategy

Requested Action

- Approve a Resolution to authorize the City Manager to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the JLL VALUATION & ADVISORY SERVICES, LLC (“JLL”), for JLL to provide consulting services related to the planning of a regional economic development strategy in an amount not to exceed \$240,000.

Destination Entertainment Opportunities

3



Next Steps: Update + Conduct Feasibility Studies

- Update **JLL Report** completed in 2018 for Great Wolf Lodge in Northwest El Paso
- Key Findings of 2018 Study:
 - Feeder Market Radius is **400 miles** (including Mexico);
 - After adjusting for income, cost of living and household age demographics, it is estimated that more than **1.4 million households** within feeder market will be **potential resort guests**
 - Comparable water park resorts in 5 cities across the U.S. generate between 1.4 and 1.7 million households that are potential guests
 - Study finds that **Year 3 (stabilized) annual occupancy rate** of 70% is **achievable**
 - However, given market environment and the niche nature of waterpark resort investments, the **project is not feasible without financial incentives**

Next Steps: Update + Conduct Feasibility Studies

- Update **JLL Report** completed in 2018 for Great Wolf Lodge in Northwest El Paso
- Current proposal includes:
 - **Update** market and financial feasibility and economic impact for a **waterpark resort** in **Northwest El Paso**; and
 - **Add** market and financial feasibility and economic impact for a **theme park**
- Timeline and Cost: **10 to 12 weeks** for completion at \$240,000

Next Steps: Develop Proposals

- Identify Strongest Opportunities for Success using JLL Study Results
- Develop Unsolicited Proposals for Targeted Destination Entertainment Brands to include:
 - Market Data (including international component)
 - Financial Feasibility
 - Incentive Proposal (leveraging State Convention Center Hotel Program)
 - Economic & Fiscal Impact
- Negotiate Public Private Partnerships



Requested Action

- Approve a Resolution to authorize the City Manager to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the JLL VALUATION & ADVISORY SERVICES, LLC (“JLL”), for JLL to provide consulting services related to the planning of a regional economic development strategy in an amount not to exceed \$240,000.



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 #: 22-1302, 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) 212-7015

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager to sign an agreement between the City of El Paso and the Sun Bowl Association relating to services provided by the City of El Paso and the Sun Bowl Association in conjunction with the Sun Bowl Association events.

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

AGENDA DATE: October 11, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Richard Bristol, Director (915)212-7015

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 1 – Cultivate an Environment Conducive to Strong, Sustainable Economic Development
3 – Promote the Visual Image of El Paso
4 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 1.2 – Enhance Visitor revenue opportunities
3.3 – Establish a brand that celebrates and promotes El Paso's unique identity and offerings

SUBJECT:

A resolution to authorize the City Manager to sign an agreement between the City of El Paso and the Sun Bowl Association relating to services provided by the City of El Paso and the Sun Bowl Association in conjunction with the Sun Bowl Association events.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

2006 – agreement
2011 – agreement
2021 – amendment for contract extension

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Richard Bristol

(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 between the City of El Paso and the Sun Bowl Association relating to services provided by the City of El Paso and the Sun Bowl Association in conjunction with the Sun Bowl Association events.

ADOPTED this _____ day of _____, 2022.

THE CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

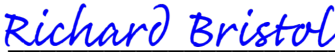
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets & Maintenance Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT
(Sun Bowl Association)

THIS CONTRACT is entered into by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "the City", and the **Sun Bowl Association**, a Texas Nonprofit corporation, hereinafter referred to as "Contractor."

WHEREAS, Contractor has hired staff to produce the **Sun Bowl Parade, YMCA Turkey Trot, Sun Bowl Fan Fiesta, and the Sun Bowl Football Game, Collegiate Golf Tournament, Soccer Tournament, and the Don Haskins Basketball Tournament**, hereinafter referred to as "Events" in the best possible manner; and

WHEREAS, the Events serve a public purpose through the promotion of the City of El Paso through tourism and national television; and

WHEREAS, the City Council believes this Contract will provide a benefit to the people served by the City and will serve the governmental purpose of promoting tourism and provide economic impact for the benefit of taxpayers; and

WHEREAS, the City Council finds that participation by the City in the Event provides a direct benefit to the public with equipment and services maintained for and provided to the public by the City, and as such, the City is willing to provide the services set forth in this Contract;

NOW, THEREFORE, for the consideration set forth in this Contract, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP

1.1 Annually, the City provides in-kind services to the Contractor valued at up to \$65,000.00 in exchange for the Contractor performing services related to the production and promotion of the Sun Bowl Events.

1.2 The Contractor is an independent contractor. Except as may be expressly and unambiguously provided in this Contract, no partnership or joint venture is intended to be created by this Contract, no any principal-agent or employee-employee relationship between the parties or any of their officers, employees, agents or representatives.

1.2.1 As an independent contractor, Contractor understands and agrees to be responsible for its acts and omissions, and the City shall in no way be responsible as an employer to the Contractor or to the Contractor's officers, employees, agents, representatives or subcontractors who perform any service in connection with this Contract.

1.3 The Contractor shall not receive any compensation or benefits from the City, other than as expressly set forth in this Contract.

1.4 The Contractor understands and expressly agrees that, in all things relating to this Contract, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The parties hereby agree that the City enters into this Contract as a governmental entity for the purpose of performing a governmental function.

1.5 The Contractor understands and expressly agrees that the City shall not be obligated or liable hereunder to any person other than Contractor, other than as expressly set forth in this Contract.

2. SCOPE OF SERVICES

2.1 The Contractor agrees to hold the following Events:

2.1.1 Manage and operate the Sun Bowl Parade (hereinafter referred to as "Parade") on Thanksgiving of each year. The route of the parade shall be described in Exhibit "A" which is attached hereto and incorporated herein as though set forth in full for all purposes (hereinafter referred to as "Parade Route").

2.1.1.a Permit the YMCA of El Paso to hold the YMCA Turkey Trot fun run and walk on Thanksgiving of each year prior to the Sun Bowl Parade. The route of the fun run and walk shall be described in Exhibit "B" which is attached hereto and incorporated herein as though set forth in full for all purposes (hereinafter referred to as "Race Route").

2.1.2 Manage and operate the Don Haskins Basketball Classic (hereinafter referred to as "Basketball Tournament") each year at the Don Haskins Basketball Center.

2.1.3 Manage and operate the Sun Bowl Fan Fiesta (hereinafter referred to as "Fiesta") the night before the Sun Bowl Football Game at the El Paso Convention Center.

2.1.4 Manage and operate the Sun Bowl Football Game (hereinafter referred to as "Game") on New Years Eve of each year at the Sun Bowl Football Stadium or on such alternate day as specified by contractual obligations with the National Collegiate Athletic Association (NCAA) and/or the national television company.

2.1.5 Manage and operate the Collegiate Golf Tournament (hereinafter referred to as "Golf Tournament") each year.

- 2.2 The Contractor agrees to provide the following in-kind services to the City:
- 2.2.1 Recognition of the City's funding for the Events by including the City logo in the Events and/or advertisements of the Events, with the City's prior approval of such display.
 - 2.2.2 Permit the City to enter ten (10) exhibits in the Parade. The City shall be exempt from the insurance and indemnification requirements set forth by Contractor for other parade entries.
 - 2.2.3 Allow the City to show four (4) thirty second City of El Paso commercials during the national during the national telecast of the Game.
 - 2.2.4 Allow the City to show four (4) fifteen second City of El Paso commercials on the Jumbo Tron during the Game.
 - 2.2.5 Provide the promotional banners for the City light fixtures and utility poles along portions of Montana Avenue between Copia Street and Campbell Street designated as the Official Sun Bowl Parade Route to the El Paso Department of Streets and Maintenance as requested by the Department of Department of Streets and Maintenance as prescribed in Section 2.3.1 of this Contract.
 - 2.2.6 Provide the promotional banners for the City light fixtures and utility poles along portions of Airway Boulevard, Airport Road, and the El Paso International Airport between Gateway Boulevard West and Convair Road to the El Paso Department of Department of Streets and Maintenance 30 days prior to the installation date as prescribed in Section 2.3.2 of this Contract.
 - 2.2.7 Inclusion of the City of El Paso logo on the bunting around the perimeter of the Sun Bowl Stadium during the Football Game.
 - 2.2.8 Provide opportunities for visual exposure for the City of El Paso during the Football Game.
 - 2.2.9 Provide assistance to the Convention and Visitors Bureau with volunteers for hospitality during the Conference USA Basketball Tournaments.
- 2.3 The City agrees to provide the following services to the Contractor:
- 2.3.1 Install forty-two (42) promotional banners on City light fixtures and utility poles along portions of Montana Avenue between Copia Street and Campbell Street designated as the Official Sun Bowl Parade Route and permit the Sun Bowl Parade logo to be placed onto the roadway on Montana Avenue between Ange Street and Virginia Street as requested by the

Department of Department of Streets and Maintenance to ensure banners are maintained in good repair.

- 2.3.2 Install seventy-nine (79) promotional banners on City light fixtures and utility poles along portions of Airway Boulevard, Airport Road and at the El Paso International Airport between Gateway Boulevard West and Convair Road promoting the Sun Bowl Football Game no later than October 31st.
- 2.3.3 Remove the banners described in Section 2.3.3 of this Contract no later than January 31st of each year.
- 2.3.4 Provide necessary assistance for traffic control along the Parade Route, the Race Route, and during the Fiesta as required by the El Paso Police Department and the Traffic Engineer.
- 2.3.5 Provide stand-by assistance from the City Fire Department personnel and Emergency Medical Service personnel as determined to be appropriate by the City. Such personnel may inspect the floats and other exhibits in the parade and perform any other assignments as may be determined solely by the City to be appropriate.
- 2.3.6 Process applications for special privileges within City rights-of-way for Game teams upon request of the individual teams, related alumni and student organizations. This contract shall serve as the 30-day advance receipt of such right-of-way closure
- 2.3.7 Perform all street, sidewalk, and other right-of-way cleaning prior to and after the events as required by Section 13.36.080 and 15.08.120.L.5.d of the El Paso City Code.
- 2.3.8 Authorize the distribution of the percentage of rental car tax collected in accordance with Ordinance No. 013431 dated December 23, 1997.
- 2.3.9 Host the Rotary Luncheon at the El Paso Civic Center each year as mutually agreed upon by the Convention and Visitors Bureau and the Sun Bowl Association.
- 2.3.10 Host the Sun Bowl Fan Fiesta at the El Paso Convention Center the day prior to the Game each year.
- 2.3.11 Provide advertisement of the Events on the Convention and Visitors Bureau Marquee.
- 2.3.12 Allow Football Game teams to submit requests for pre-game events in accordance with Section 15.08.120 (Special Privilege Licenses and Permits).

3. TERM

This contract shall be for a term of ten years from the effective date hereof, unless terminated earlier as provided herein. At the end of the term, the City shall have the unilateral option to renew this contract for additional potential ten-year term upon the request of the Contractor. Contractor understands, agrees and accepts that the City may require the terms, conditions and provisions of this contract be modified as a condition of the renewals.

4. CONSIDERATION

Contractor shall pay one-half (50%) of the parade title sponsorship to the City for the annual Thanksgiving Day Parade.

The City shall invoice the Contractor within thirty (30) calendar days of the last Event and Contractor shall pay such amount within thirty (30) calendar days of receipt of the invoice.

5. DOCUMENTS

5.1 The contractor shall provide the following documents to the City at the time reimbursement is submitted to the City.

5.1.1 Provide Temporary Traffic Control during the Events as determined necessary by the Traffic Engineer and the Texas Department of Transportation (TXDOT) in accordance with Section 12.30 (Temporary Traffic Control) of the El Paso City Code.

5.1.3 Notice of changes in dates, times or locations of the Events no less than sixty (60) days prior to the Event.

6. LEGAL RELATIONSHIP

The City of El Paso may be considered a co-sponsor of the Event only to the extent of assisting Contractor with the payment of the fees required for the necessary police traffic-control assistance. Otherwise, nothing in this Agreement shall be construed as creating a legal relationship of co-sponsorship or responsibility for the promotion, conducting, or operation of the Event on the part of the City. Contractor is an independent contractor, and nothing herein shall be construed as creating the relationship of employer and employee or principal and agent between the parties. The City's waiver of any or all fees for necessary police traffic-control assistance, to the extent such assistance is provided, shall not be construed as the City's co-sponsorship of the Event nor as support or opposition to any issue by the City.

City shall not be liable for any and all demands, claims, damages, causes of action, costs or losses for personal injury, property damage, or death caused by or arising out of the negligence of Contractor while Contractor is promoting, conducting, or operating the Event,

or which are caused by or arise from the failure of Contractor to abide by appropriate laws, rules and regulations.

7. EQUIPMENT

All equipment used by the Contractor or which is permitted to be used in the Event by the Contractor shall be maintained in satisfactory working condition. The Contractor shall not intentionally or knowingly use any equipment in any manner that may cause injury to the property of the City or third parties or any persons.

8. SAFETY

Contractor shall comply with all applicable laws, ordinances, and regulations and shall encourage its participants in the Event to comply with all applicable laws, ordinances, and regulations. Contractor shall exercise every precaution for the safety of public and private property and persons.

9. INSURANCE AND INDEMNIFICATION PROVISIONS

9.1 **LIABILITY INSURANCE.** The Contractor shall provide public liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per person, and Five Hundred Thousand and No/100 Dollars (\$500,000.00) for two (2) or more persons in any one accident, and, in addition, shall provide property damage liability insurance in a minimum sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) for property damage growing out of any one accident or other cause.

9.1.1 Because the granting of this Contract is solely for the benefit of the Contractor and recognizing that the City taxpayers should not incur any costs associated with the Contractor's enjoyment of this Contract, except as provided herein, the Contractor is required to purchase liability insurance on behalf of the City or, alternatively, may name the City as an additional insured on the policy of general liability insurance referenced above. Such insurance shall provide coverage for any alleged acts or omissions of the City, its agents, employees, or independent contractors, alleged or asserted by any individual, in connection with the performance of this agreement.

9.1.2 The Contractor shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and the Contractor, its officers, agents, servants, or employees.

9.1.3 This Contract shall not be executed by the City until the Contractor files a copy of the policy or certificate of liability insurance as herein set forth with the Department of Department of Streets and Maintenance. Such policy or certificate shall provide that the insurance cannot be canceled or the amount of coverage changed thirty (30) calendar days prior written notice to the City with ten (10) calendar days prior written notice as to non-payment of insurance policy premiums. Failure to keep the policy in full force and effect throughout the term of the

contract shall be grounds for cancellation of the Parade Permit and City Sponsorship. Certificates of Insurance that state 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.

9.2 INDEMNITY.

As a condition of the granting of this Contract, the 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.** 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 the Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The 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. The Contractor will pay all judgments in actions defended by the 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 the 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.

10. DISCRIMINATION

Contractor, its officers, agents, servants, employees, volunteers, and third parties will not discriminate on account of race, color, religion, sex, or national origin, permit or allow any discrimination in the work done pursuant to this Contract in violation of the law.

11. ACCESSIBILITY STANDARDS FOR DISABLED PERSONS

The Contractor agrees that in the performance of this Contract, it will comply with the Americans with Disabilities Act ("ADA"). The Contractor must file any Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state and local laws and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder shall constitute a material breach of this Contract.

13. TERMINATION

13.1 Termination by Mutual Consent. The parties may terminate this Contract by mutual consent upon such terms as they may agree in writing.

13.2 Termination by Any Party. It is further understood and agreed by the parties that any party to this Contract may terminate this Contract, in whole or in part, upon **one hundred and eighty days (180)** written notice if any of the other parties fails to perform any of its material obligations hereunder and fails to completely cure the breach.

13.3 Time of Performance Termination – Force Majeure. No party to this Contract will be liable for failure to comply with any term of this Contract when such failure is caused by an event of war, fire, earthquake, flood, strike, any law, rule, regulation or act of governmental authority, or any other act, event, cause or occurrence rendering a party to this Contract unable to perform its obligations, which is not within its reasonable control. The party affected by such event will immediately notify the other parties in writing.

13.4 Termination Shall Not Be Construed as Release. Termination by any party shall not be construed as a release of any claims that may be lawfully asserted against the terminating party(s). Further, the terminated party(s) shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Contract.

13.4.1 Upon termination of this Contract, except as otherwise provided herein, all duties and obligations of the parties to this Contract shall cease.

14. AMENDMENTS AND WAIVER

The parties may amend this Contract at any time by mutual consent. Unless otherwise provided herein, this Contract may be amended only by written instrument duly executed on behalf of the City and the Contractor. No claim or right arising out of a breach of this Contractor can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

15. COMPLETE AGREEMENT

This Contract constitutes the entire agreement between the parties relating to the terms and conditions of the Contract. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Contract confers no rights on any person(s) or business entity(s) that is not a party hereto. This Contract shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Contract.

16. GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter(s) and/or any ordinance of the City.

17. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

18. NOTICES

All notices and communications under this Contract shall be either hand-delivered or mailed, certified, postage prepaid in the United States Postal Services, return receipt requested, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: City Manager
City of El Paso

El Paso, Texas 79901

WITH COPY TO: Department of Department of Streets and Maintenance
City of El Paso

El Paso, TX 79901

CONTRACTOR: Sun Bowl Association
Attn: Bernie Olivas
4150 Pinnacle Suite 100
El Paso, Texas 79902-1019

19. ASSIGNABILITY

This Contract, its rights, duties and responsibilities may not be assigned by any of the parties without the prior written consent of the City Council.

20. WARRANTY OF CAPACITY TO EXECUTE CONTRACT

The people signing this Contract on behalf of the parties warrants that he/she has the authority to do so and to bind the party for which he/she has authority to sign this Contract and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this Contract in its entirety; understands its terms; and agrees on behalf of such party that such party will be bound by those terms.


21. **EFFECTIVE DATE.** This Contract is effective as of the last date of entered below.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:




Richard Bristol, Director
Streets & Maintenance Department

ACCEPTANCE

The attached instrument, with all conditions thereof, is hereby accepted this ____ day of

_____, 2022.

CONTRACTOR:


BERNIE OLIVAS

Name Printed: Bernie Olivas

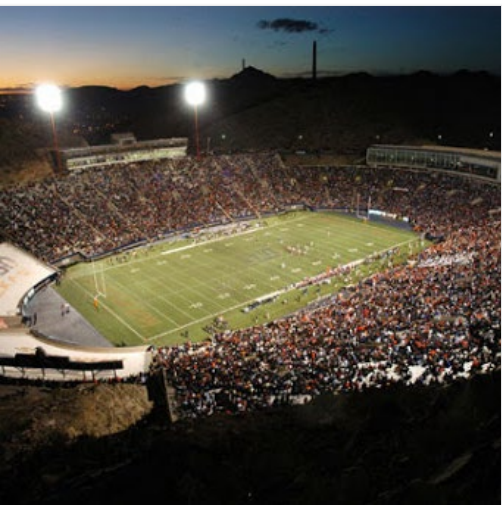
Title: Executive Director



Sun Bowl Association Contract Renewal

Richard Bristol, Director, Streets and Maintenance

Oct 11, 2022



-
- **Strategic Goal 1** – Cultivate an Environment Conducive to Strong, Sustainable Economic Development
 - 1.2 – Enhance visitor revenue opportunities
 - **Strategic Goal 3** – Promote the Visual Image of El Paso
 - 3.3 - Establish a brand that celebrates and promotes El Paso's unique identity and offerings
 - **Strategic Goal 4** – Enhance El Paso's Quality of Life Through Recreational, Cultural and Educational Environments





Sun Bowl Association Contract

- Texas Volunteer Based Non-Profit 501C3 Organization
- The contract allows the Sun Bowl Associate to hold these events:
 - Sun Bowl Parade
 - YMCA Turkey Trot
 - Don Haskins Basketball Classic NCAA Basketball Tournament
 - Collegiate Golf Tournament
 - Sun Bowl Fan Fiesta Event
 - Sun Bowl Football Game

Contract Renewal With Sun Bowl Association

4

This Contract renewal includes the following provisions:

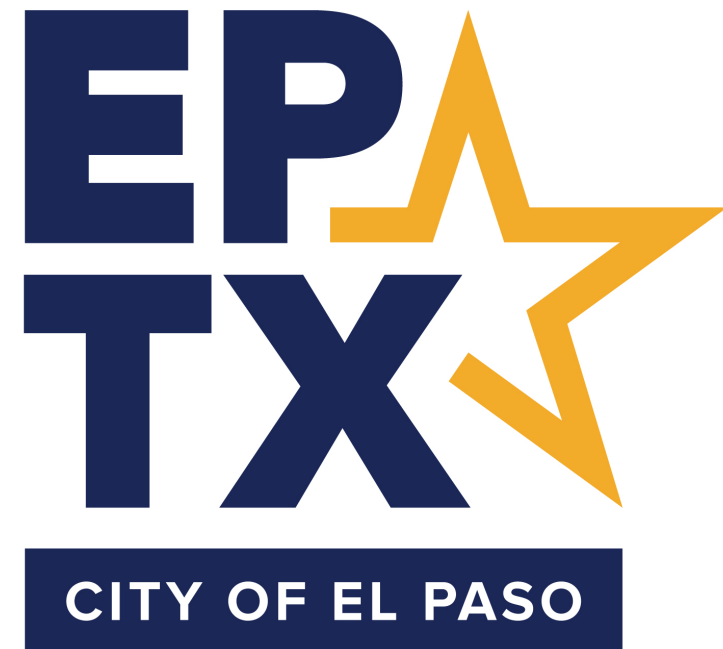
- **Contract Term is Ten Years** – At the end of the term the City shall have the unilateral option to renew the contract for an additional ten-year term upon the request of the contractor
- **Consideration** – Contractor shall pay one-half (50%) of the parade title sponsorship to the City for the Annual Thanksgiving Day Parade.

This is a change from previous contracts due to the cost impact of enhanced event security

- Parade day security includes Uniform and Non-Uniformed Police Officers, barricade company services, utilizing City heavy equipment at intersections along route

City In-Kind Services

- On an annual basis the **City** provides In-Kind services to the Contractor valued up to \$65,000 in exchange for the Contractor performing services related to the production and promotion of the Sun Bowl Events
- The City installs promotional banners on City light fixtures (Oct 31st – Jan)
 - 42 banners along portions of Montana Avenue (btw Copia/Campbell & Ange and Virginia)
 - 79 banners along sections of Airway, Airport and the on Convair near the Airport
 - Standby assistance from Fire Department
 - Hosting the Rotary Luncheon with the Convention Visitors Bureau
 - Manage distribution of the Motor Vehicle Rental Tax (Ordinance #013431)



Contract In-Kind Services

- Recognition of the City's partnership by including the City logo in official events and advertisements
- Allow the City to enter up to ten exhibits in the parade
- Allow the City to show four, thirty second City of El Paso commercials during the national telecast and on the field Jumbo Tron during the game
- Provide the banners for the seasonal display
- Provide assistance to the City Convention and Visitors Bureau with volunteers during the Basketball tournaments



Requested Council Action

Requesting the City Council approve a resolution to authorize the City Manager to sign an agreement between the City of El Paso and the Sun Bowl Association relating to services provided by the City of El Paso and the Sun Bowl Association in conjunction with the Sun Bowl Association events.



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 #: 22-1316, 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

Economic and International Development, Monica Fuentes, (915) 212-1618

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.

A Resolution that the City Manager be authorized to sign a Consent to Assignment from EL PASO GATEWAY, LLC, a Texas Limited Liability Company, to STAG TX HOLDINGS, LP, a Delaware limited partnership, with respect to the City of El Paso's Chapter 380 Agreement for the construction of a global manufacturer property located at 12285 Gateway Blvd. West, El Paso, Texas.

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: M. Alejandra Fuentes, (915) 212-1618
Elizabeth K. Triggs, (915) 212-1619

DISTRICT(S) AFFECTED: District 6

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 a Consent to Assignment from EL PASO GATEWAY, LLC, a Texas Limited Liability Company, to STAG TX HOLDINGS, LP, a Delaware limited partnership, with respect to the City of El Paso's Chapter 380 Agreement for the construction of a global manufacturer property located at 12285 Gateway Blvd. West, El Paso, Texas.

BACKGROUND / DISCUSSION:

SDI Technologies, Incorporated, KIDdesigns, LLC and EL PASO GATEWAY, LLC are the three applicants listed on the current Chapter 380 Agreement. EL PASO GATEWAY, LLC sold their portion of ownership to STAG TX Holdings, LLC. SDI ABP, LLC has requested that the City consent to the assignment of the Chapter 380 Agreement to STAG Holdings, LLC, which agrees to be responsible for all duties and obligations under agreement.

PRIOR COUNCIL ACTION:

On October 31, 2017 the City and SDI Technologies, Inc., KIDdesigns, Inc., and EL PASO GATEWAY, LLC entered into a Chapter 380 Economic Development agreement to construct a global manufacturer company property located at 12285 Gateway Blvd., El Paso, Texas 79936. A first amendment was executed on June 8, 2021. The agreement requires a contractual investment of \$15,000,000 and an incentive not to exceed \$723,943 from a Construction Materials Sales Tax Rebate, Property Tax Rebate and Building Permit Fees Rebate.

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 a Consent to Assignment from EL PASO GATEWAY, LLC a Texas Limited Liability Company, to STAG TX HOLDINGS, LP, a Delaware limited partnership, with respect to the City of El Paso's Chapter 380 Agreement for the construction of a global manufacturer property located at 12285 Gateway Blvd. West, El Paso, Texas.

APPROVED this ____ day of _____, 2022.

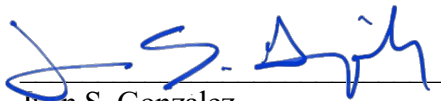
THE CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic & International Development

**CONSENT TO ASSIGNMENT BETWEEN THE CITY OF EL PASO, SDI
TECHNOLOGIES, INC., KIDDESIGNS INC., EL PASO GATEWAY, LLC; AND STAG
TX HOLDINGS, LP**

This Consent to Assignment is entered into this ____ day of _____, 2022, by and between the City of El Paso (“City”); **EL PASO GATEWAY, LLC** (“Assignor”); and **STAG TX HOLDINGS, LP** (“Assignee”).

WHEREAS, on **October 31, 2017**, the City approved a Chapter 380 Agreement (“Agreement”); and

WHEREAS, Assignor was a party to the Agreement that agreed to renovate, restore and rehabilitate a commercial property located at 12285 Gateway Blvd. West, El Paso, Texas (“Real Property”); and

WHEREAS, Assignor was the owner of the Real Property, which was the subject of the Agreement; and

WHEREAS, Assignor is selling the Real Property to Assignee; and

WHEREAS, Assignor has requested that the City consent to the assignment of the Agreement to Assignee; and

WHEREAS, Assignee agrees to be responsible for all duties and obligations under the Agreement; and

WHEREAS, the Agreement requires the City’s consent to assignment; and

WHEREAS, the City agrees to the assignment of all rights, duties and obligations encompassed in the Agreement to Assignee.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

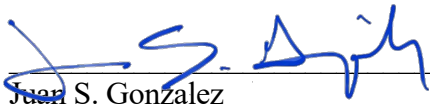
1. The City consents to the assignment of the rights, duties and obligations under the Agreement approved by Council on **October 31, 2017** to Assignee.
2. Assignee agrees to assume and perform all duties, obligations and responsibilities under the Agreement.
3. The signatories to the Agreement; SDI Technologies, Inc., and KIDdesigns, Inc. remain subject to the terms and conditions of the Agreement.
4. All terms and conditions of the Agreement shall remain in full force and effect.

(Signature Page to Follow)

CITY:
THE CITY OF EL PASO:

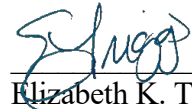
Tomás González
City Manager

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic & Int'l Development

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This Instrument was acknowledged before me on the ____ day of _____, 20____, by Tomás González, 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 Next Page)


CITY:
THE CITY OF EL PASO:

 Tomás González
 City Manager

APPROVED AS TO FORM:


 Juan S. Gonzalez
 Senior Assistant City Attorney

APPROVED AS TO CONTENT:


 Elizabeth K. Triggs, Director
 Economic & Int'l Development

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This Instrument was acknowledged before me on the ____ day of _____, 20____, by
 Tomás González, 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 Next Page)

ASSIGNOR:

EL PASO GATEWAY, LLC



Signature

Isaac Ashkenazi

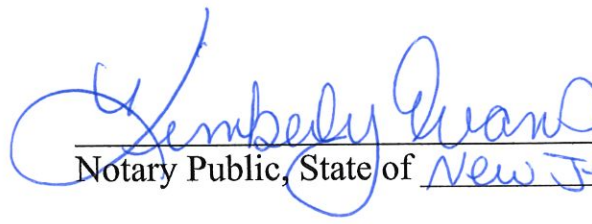
Printed Name

President

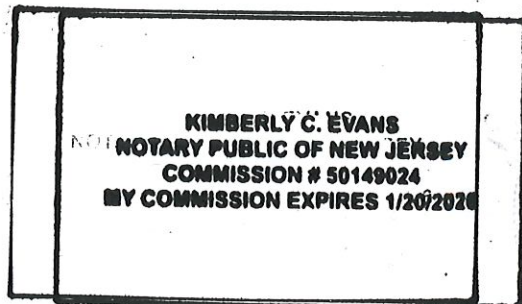
Title

STATE OF New Jersey §COUNTY OF Union §

This Instrument was acknowledged before me on the 28th day of September, 2022, by Isaac Ashkenazi President, on behalf of Assignor.


 Notary Public, State of New Jersey


My Commission Expires:



ASSIGNEE:

STAG TX HOLDINGS, LP,
a Delaware limited partnership

By: STAG TX GP2, LLC,
a Delaware limited liability company

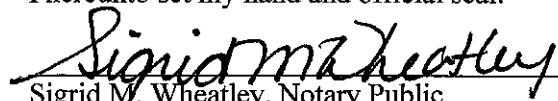
By: 
Name: Alan H. Simmons
Title: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this 26th day of September, 2022, before me, a Notary Public for said Commonwealth, personally appeared Alan H. Simmons proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as the Assistant Secretary of STAG TX GP 2, LLC, a Delaware limited liability company, that being authorized to do so, executed the foregoing instrument for the purposes therein contained and on behalf of STAG TX Holdings, LP, a Delaware limited partnership.

I hereunto set my hand and official seal.


Sigrid M. Wheatley, Notary Public
My commission expires: 8/21/2026



October 11, 2022



SDI Technologies, Incorporated, KIDdesigns, Inc. and El Paso Gateway, LLC

Consent to Assignment
Elizabeth K. Triggs, Director

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

Goal 1.1 Stabilize and Expand El Paso's Tax Base





Project Summary : SDI Technologies, Incorporated, KIDdesigns, Inc. and El Paso Gateway, LLC



Subject Property: SDI Technologies, Incorporated

Location: 12285 Gateway West Blvd., El Paso, Texas 79936

Construction Completed: October 23, 2018

Term of Agreement: October 31, 2017 to October 31, 2029 – 12 Years

Minimum Investment: \$15,000,000 **Actual Amount Invested:** \$15,284,876

Full Time Employment Requirement: 57 new employees by year 10

Rebates (Capped at \$526,864.11):

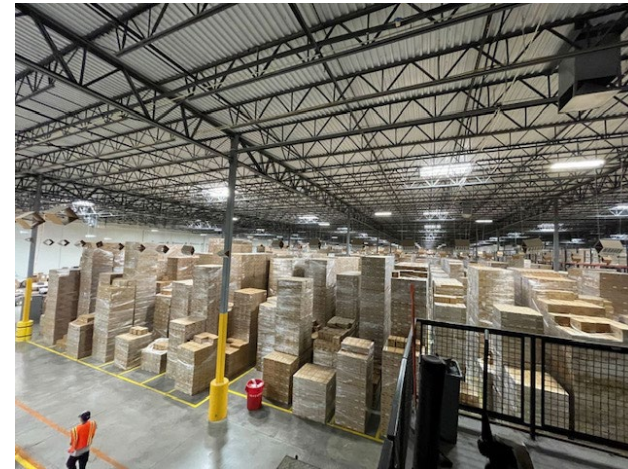
- Building Construction Fee Rebate
- Construction Material Sales Tax Rebate
- Property Tax Rebate

Total paid to date \$91,685.28

Consent to Assignment:



- SDI Technologies, Incorporated, KIDdesigns, Inc. and EL PASO GATEWAY, LLC are the three applicants listed on the Chapter 380 Agreement
- EL PASO GATEWAY, LLC sold their portion of ownership to STAG TX HOLDINGS, LP
- STAG TX HOLDINGS, LP will enter the into the current Chapter 380 Agreement in lieu of EL PASO GATEWAY, LLC
- No changes to grant term
- No changes to dollar amount approved on incentive package
- All other terms will remain the same





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 #: 22-1265, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Environmental Services, Ellen 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 City of El Paso approve submission of the application for the Scrap Tire Disposal Reimbursement to the Rio Grande Council of Governments.

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

AGENDA DATE: October 11, 2022

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL:

SUBJECT:

That the City of El Paso approve submission of the application for the Scrap Tire Disposal Reimbursement to the Rio Grande Council of Governments.

BACKGROUND / DISCUSSION:

Environmental Services reimbursements received from RGCOG in previous years: FY14 \$21,001.80; FY15 \$15,834.89; FY16 \$18,857.83; FY17 \$24,673.44; FY18 \$17,939.59; FY19 \$18,926.832; FY20 none – COVID; FY21 \$47,341.83

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Up to \$40,000 available in grant funding from the Rio Grande Council of Governments through the Regional Solid Waste Grant.

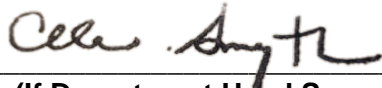
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, the Rio Grande Council of Governments (RGCOG) is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the RGCOG adopted regional solid waste management plan; and

WHEREAS, City of El Paso in the State of Texas is qualified to apply for grant funds under the RGCOG Request for Applications; and

WHEREAS, the Regional Solid Waste Grant is administered by the Rio Grande Council of Governments, is divided between six Texas counties and is used to pay for the disposal of materials from illegal dumping sites;

WHEREAS, The City of El Paso finds it in the best interest of the citizens of El Paso, Texas that the Scrap Tire Disposal Reimbursement be operated for 2023; and

WHEREAS, The City of El Paso designates the Comptroller or Grants Administrator as the project's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the project on behalf of the applicant.

NOW THEREFORE, BE IT RESOLVED that The City of El Paso approve submission of the application for the Scrap Tire Disposal Reimbursement to the Rio Grande Council of Governments.

(Signatures Begin on following page)

PASSED AND APPROVED on this, the _____ day of _____, 2022.

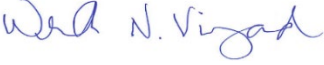
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and
Field Operations Officer
Environmental Services Department



**RIO GRANDE COUNCIL OF GOVERNMENTS
IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENT QUALITY**

**FY 2023 REGIONAL SOLID WASTE PROJECT ALLOCATION
COG MANAGED PROGRAM**

PROJECT ALLOCATION APPLICATION INSTRUCTIONS AND FORMS

A completed application must be received by 11:00 a.m. (MDT), September 30, 2022

Application **must also** be emailed in Word to cynthiam@riocog.org

Mail Original to:

Cynthia Mendez
Regional Services Coordinator
Rio Grande Council of Governments
Solid Waste Program
8037 Lockheed, Ste. 100
El Paso, Texas 79925

TABLE OF CONTENTS

PURPOSE	3
ELIGIBLE APPLICANTS	5
APPLICABLE STATUTES AND REGULATIONS	5
COMPLIANCE TOOLS FOR APPLICABLE STATUTES AND REGULATIONS	6
APPLICATION FORMS	
1. Form 1: APPLICATION INFORMATION AND SIGNATURE PAGE	7
2. Form 2: AUTHORIZED REPRESENTATIVES	8
3. Form 3: CERTIFICATIONS AND ASSURANCES	9
4. Form 4: RESOLUTION	13
5. Form 5: PROJECT SUMMARY	14
6. Form 6a: Project Description	15
Form 6b: Project Cost Evaluation	16
Form 6c: Level of Commitment of the Applicant	17
Form 6d: Scope of Work	18
7. Form 7: Project Allocation Budget Summary	20
Form 7a: Detailed Matching Funds/In-Kind Services	21
Form 7d: Detailed Supply Expenses	22
Form 7e: Detailed Equipment Expenses	23
Form 7g: Detailed Contractual Expenses	24
Form 7h: Detailed Other Expenses	25

PURPOSE

The purpose of this program is for the Rio Grande Council of Governments (RGCOG) to procure and implement solid waste management projects that support the goals and objectives of its adopted Regional Solid Waste Management Plan (RSWMP). To accomplish this goal, RGCOG is seeking implementation projects from local and regional political subdivisions within the State of Texas. The projects must provide a direct measurable effect on reducing the amount of waste going into Texas landfills, by either diverting various materials from the municipal solid waste stream for beneficial use or by reducing waste generation at the source. If selected, RGCOG will procure services or activities on behalf of the applicant's project.

Funding for this program is provided through a grant from the Texas Commission on Environmental Quality (TCEQ), under the authority of §361.014, Texas Health and Safety Code.

RGCOG's major goals, which are based on the 2002 Update of the Regional Solid Waste Management Plan are:

Goal #1: Promote planning to facilitate adequate services and facilities for the proper management and disposal of municipal solid waste.

- Objective #1 A. Identify areas with less than 10 years of municipal solid waste disposal capacity, and implement programs or actions to develop more capacity.
- Objective #1 B. Identify areas with inadequate collection, transportation, and disposal and processing facilities and/or services and implement programs to address those problems.
- Objective #1 C. Support regional and local efforts to identify areas with litter and illegal dumping problems, and implement programs to address those problems.
- Objective #1 D. Encourage the development of local solid waste management plans where necessary to ensure long-term capacity and the provision of services.
- Objective #1 E. Review municipal solid waste management facility permit applications for conformance with local and regional solid waste plans.
- Objective #1 F. Review municipal solid waste facility locations for Compatibility with surrounding land uses, zoning, growth patterns, and community land use plans.

All Solid Waste Services/Activities will be procured by RGCOG

3

- Objective #1 G. Encourage local stakeholder involvement in the review of proposed municipal solid waste facility applications.

GOAL #2: Provide technical support and services to promote local and regional municipal solid waste planning.

- Objective #2 A. The RGCOG shall serve as the central point of contact for solid waste management information, outreach, and education and training programs.
- Objective #2 B. Develop regional cooperative service contracts such as household hazardous waste collection contracts or regional recyclables marketing contracts.
- Objective #2 C. Assess waste disposal needs and service needs to identify the best approach to meet those needs.
- Objective #2 D. Continue to develop and maintain an inventory of solid waste management facilities and services in the planning region.
- Objective #2 E. Benchmark and track the effectiveness of regional and local waste reduction and recycling efforts.

Goal #3: Reduce the amount of municipal solid waste disposed of, through waste reduction, recycling, and reuse.

- Objective #3 A. Use outreach and education programs as a catalyst for short-term program initiatives and for long-term changes in attitudes.
- Objective #3 B. Benchmark and track the effectiveness of regional and local waste reduction and recycling efforts.
- Objective #3 C. Target waste reduction and recycling activities to the major components of the waste disposal stream.
- Objective #3D. Target waste reduction and recycling activities to components of the waste stream that may pose special risks or problems.

ELIGIBLE APPLICANTS

Eligible entities are:

All Solid Waste Services/Activities will be procured by RGCOG

4

- Cities
- Counties
- Public schools and school districts
(excluding universities and other
postsecondary educational institutions)
- General and special law districts created
in accordance with state law, and with
the authority and responsibility for
water quality protection or municipal
solid waste management, to include
river authorities

Private and non-profit companies and organizations are not eligible entities to apply for this program. However, eligible applicants may request from RGCOG to contract with private and non-profit entities to provide specific solid waste services or activities.

Entities that are subject to payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive a project allocation. In addition, entities that are barred from participating in state contracts by the Texas Comptroller of Public Accounts, under the provisions of §2155.077, Government Code, are not eligible to receive a project allocation.

APPLICABLE STATUTES AND REGULATIONS

The conduct of projects funded under this program shall be in accordance with all applicable state and local statutes, rules, regulations, and guidelines. The main governing standards, include, but are not be limited to the following:

1. Section 361.014(b), Texas Health and Safety Code;
2. Title 30 Texas Administrative Code Chapter 330, Subchapter O, TCEQ MSW Regulations (30 TAC Chapter 330, Subchapter O);
3. Chapter 14 of the TCEQ Regulations (30 TAC Chapter 14);
4. The Grant Contract between the Council of Governments and the TCEQ; and
5. The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et. seq., and the Uniform Grant Management Standards, 1 TAC §§5.141 et. seq. (collectively, “UGMS”).

COMPLIANCE TOOLS FOR APPLICABLE STATUTES AND REGULATIONS

It is the responsibility of the entity to identify the TCEQ rules and regulations which may apply to the implemented activity. All entities must comply with all applicable rules and regulations, even if the local government is exempt from notifying the TCEQ of the activity, e.g., local government recycling initiatives. The below links will be of assistance in ensuring compliance with the TCEQ rules and regulations.

For information on Regulations, Resources, and Guidance on Recycling Electronic Equipment, go to:

<http://www.tceq.texas.gov/assistance/industry/e-recycling/e-recycling-regs.html>.

For information on E-Recycling/Recycling Compliance Resources, go to:

<http://www.tceq.texas.gov/assistance/industry/e-recycling/recycling-compliance>.

To view our Compliance Overview Tools, go to:

<http://www.tceq.texas.gov/assistance/industry/e-recycling/recycling-compliance#tools>.

This is where you can find the E-recycling/Recycling Facility Compliance Checklist. Use the E-recycling/Recycling Facility Compliance Checklist to evaluate whether the recycling facility you intend to send recyclables to is an authorized facility. This will be a helpful tool to screen solid waste/recycling service providers that you may contract with, and prior to placing them on your lists of solid waste/recycling service providers, and/or placing links on your website to their website and information.

To see what authorizations a facility may have please check central registry at:

http://www.tceq.texas.gov/permitting/central_registry.

If an entity is unsure what regulations apply or have questions about authorizations listed in TCEQ's Central Registry, please call the TCEQ's Small Business and Local Government Assistance Section toll free at 1-800-447-2827. More information on this program is available at: <http://www.tceq.texas.gov/assistance>.

Rio Grande Council of Governments

All Solid Waste Services/Activities will be procured by RGCOG

6

FY 2023 REGIONAL SOLID WASTE PROJECT ALLOCATION PROGRAM

Form 1. Application Information and Signature Page

Applicant: City of El Paso, Environmental Services Department	Funding Amount Proposed: \$40,000
Address: 7968 San Paulo, El Paso TX 79907	Phone/Fax/Email: Ph: 915-212-6000 Fx: 915-212-6100 Email: SmythEA@elpasotexas.gov
Contact Person: Ellen A. Smyth, P.E.	Date Submitted: <i>9/29/2022</i>

Project Category

<input type="checkbox"/> Local Enforcement <input checked="" type="checkbox"/> Litter and Illegal Dumping Cleanup and Community Collection Events <input type="checkbox"/> Source Reduction and Recycling <input type="checkbox"/> Local Solid Waste Management Plans <input type="checkbox"/> Citizens' Collection Stations and "Small" Registered Transfer Stations <input type="checkbox"/> Household Hazardous Waste (HHW) Management <input type="checkbox"/> Technical Studies <input type="checkbox"/> Educational and Training Projects <input type="checkbox"/> Other (The COG should add other project categories if authorized)
--

NAME OF PROJECT: Scrap Tire Disposal Reimbursement

Signature

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application.	
Signature: 	Title: Grants Administrator
Typed/Printed Name: Elda Rodriguez-Hefner, CGFM	Date Signed: <i>09/27/2022</i>

FOR USE BY RGCOG

Date application was received: _____
Does the application meet all of the required screening criteria? _____ Yes _____ No
Is the application administratively complete? _____ Yes _____ No

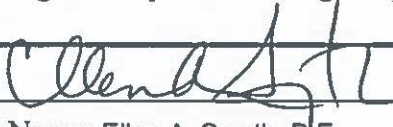
Project Application
Form 1


All Solid Waste Services/Activities will be procured by RGCOG

Form 2. Authorized Representatives


The Applicant hereby designates the individual(s) named below as the person or persons authorized to receive direction from the RGCOG, to manage the work being performed, and to act on behalf of the Applicant for the purposes shown:

1. **Authorized Project Representative.** The following person is authorized to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the Applicant.

Signature: 	
Typed/Printed Name: Ellen A. Smyth, P.E.	
Title: Chief Transit and Field Operations Officer	
Email: SmythEA@elpasotexas.gov	
Contact No.: 915-212-6000	Date: 9-22-2022

Signature: 	
Typed/Printed Name: Nicholas N. Ybarra	
Title: Assistant Director, Environmental Services Department	
Email: YbarraNN@elpasotexas.gov	
Contact No.: 915-212-6025	Date: 9-22-22

2. **Authorized Financial Representative.** In addition to the authorized project representative, the following person is authorized to act on behalf of the Applicant in all financial and fiscal matters.

Signature: 	
Typed/Printed Name: Forrest Clancy	
Title: Assistant Managing Director, Sun Metro & Environmental Services Department	
Email: ClancyFJ@elpasotexas.gov	
Contact No.: 915-212-6011	Date: 9/22/22

Project Application
Form 2

Form 3. Certifications and Assurances

In order to receive a project allocation under this RGCOG managed program, the proposed project must conform to the provisions set forth in this application. The following certifications are intended to help the RGCOG ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. Authority to Sign Application

The person signing this Application hereby certifies that he/she is the official contact regarding this Application and has authority from the Applicant to sign the Application and that such authority will bind the Applicant.

2. Application Contains No False Statements

Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement will result in disqualifying the application. The Applicant understands that the RGCOG will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. Governmental Status

Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:

- a. City
- b. County
- c. Public school or school district (not including Universities or post-secondary educational institutions)
- d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authorities

4. Solid Waste Fee Payments

Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed the State of Texas.

5. Debarment from State Contracts

Applicant certifies that it is not barred from participating in the state contracts by the State of Texas Comptroller of Public Accounts under the provision of §2155.077, Government Code.

6. Conformance to Standards

All Solid Waste Services/Activities will be procured by RGCOG

The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the proposed Scope of Work and the proposed expenditures, conforms to the eligible category standards and allowable expense and funding standards as set forth in this application.

7. Consideration of Private Industry

The following certification only applies if the project is under one of the following categories:

- a. Source Reduction and Recycling
- b. Citizens' Collection Stations and "Small" Registered Transfer Stations
- c. A demonstration project under the Educational and Training Projects category
- d. Other *{If the COG receives authorization to fund additional types of projects, that authorization may include requirements for notification of private industry. When applicable, those additional project categories should be listed here.}*

Applicant certifies that it has notified private service providers in accordance with the requirements set forth in this application. Applicant further certifies to the best of their knowledge and ability that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

8. Consistency with Regional Solid Waste Management Plan

Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations of the RSWMP of the RGCOG.

9. Technical Feasibility

Applicant certifies that it has carefully reviewed its Scope of Work and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in this application.

10. Costs Reasonable and Necessary

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Scope of Work and the expenses outline in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

11. Certification by Law Enforcement Programs

All Solid Waste Services/Activities will be procured by RGCOG

10

If the Applicant is a law enforcement entity regulated by Chapter 1701 of the Texas Occupations Code, the Applicant certifies that it is in compliance with all rules developed by the Texas Commission on Law Enforcement (TCOLE) pursuant to Chapter 1701, Texas Occupations Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCOLE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for implementation, the project will be initiated through a letter sent by RGCOG Executive Director to the Applicant. In order to ensure an understanding by the Applicant of some of the main conditions, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and assurances.

1. Participation in TCEQ Recycling Surveys and Reporting

Applicant assures if the project is implemented, the Applicant will respond to annual recycling program surveys and/or other requests from the RGCOG or the TCEQ for information on municipal solid waste management activities.

2. Compliance with Progress and Results Reporting Requirements

Applicant assures if the project is implemented, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to the RGCOG on a schedule established by the RGCOG, and additionally, to continue to document the results of the project activities for the life of the project; and to provide the RGCOG with a follow-up results report approximately one year after the end of the grant term.

3. Compliance with Americans with Disabilities Act

Applicant assures if the project is implemented, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 2013.

Form 4. Resolution

A resolution authorizing the submittal of the application must be approved by the governing body of the Applicant. Below is the Prescribed Resolution Form that **MUST** be used and submitted with the application to RGCOG.

**To complete your application, please remove this page and replace it with a signed resolution of your entity's governing body. COMING SOON—
Grantor allows submission without signed RESO. –Will be on 10/25/2022
City Council agenda.**

Project Application
Form 4

Prescribed Resolution

WHEREAS, The City of El Paso (Governing Body) finds it in the best interest of the citizens of El Paso, (Geographic Area) that the Scrap Tire Disposal Reimbursement (Name of Project) be operated for the 2023 (Year); and

WHEREAS, City of El Paso (Governing Body) designates Comptroller or Grants Administrator (Position Title) as the project's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the project on behalf of the applicant.

NOW THEREFORE, BE IT RESOLVED that The City of El Paso (Governing Body) approves submission of the application for the Scrap Tire Disposal Reimbursement (Name of Project) to the Rio Grande Council of Governments.

Signed by:

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Form 6: Project Summary

Please provide a complete project summary. Reference the goals, objectives, and/or recommendations from the regional solid waste management plan that apply to the project. If necessary, attach additional pages for each form.

Can include the following information if applicable.

What are the numbers of times activity(s) will be performed?

Why is this project necessary and a good use of the funds?

Who will directly benefit from the project?

What exactly will the funds be used for?

Form 6a. Project Description

(Add additional pages as necessary)

The City of El Paso Environmental Services Department would like to establish a scrap tire disposal reimbursement program. Below are the highlights of the tire disposal process for tires collected from solid waste services offered by our department.

Solid Waste customers are allowed to dispose of up to eight (8) tires per year at the Landfill or at any of our Citizen Collection Stations free of charge. Tires are also collected during illegal dumping clean-ups.

The Department absorbs all costs related to tire collection and delivery to Tres Pesetas, LLC, the tire disposal company contracted by the City of El Paso. The cost averages over \$4,500 per month.

Money from this grant will be used to defray the costs of collecting tires from illegal dumping sites and similar tire clean-up projects. All residents benefit from this project.

Form 6b. Project Cost Evaluation

(Add additional pages as necessary)

Provide an evaluation of the costs associated with the proposed project. Explain how the total related costs of the proposed project were adequately considered; compare project costs to established averages or to normal costs for similar projects. Present the costs in unit terms, such as cost per ton, cost per customer, or cost per capita, as applicable. Describe any measurable costs savings, or reasonably justified costs of the project.

Total proposed project cost is \$ 40,000.

The total proposed project cost will be paid by the City of El Paso. The Rio Grande COG Regional Solid Waste Grant monies will be used as reimbursement only. The amount of the grant money will vary depending on the funds remaining at the close of the grant cycle. The City of El Paso would only receive funds that have not yet been spent by other recipients at the end of the year.

Form 6c. Level of Commitment of the Applicant

(Add additional pages as necessary)

Provide information related to the Applicant's level of commitment to preferred solid waste management practices. If the proposed project is an ongoing service, demonstrate the ability to sustain the program beyond the term of the project's performance period. Explain the extent to which the appropriate governing bodies support the proposed project.

Piles of illegal tires have been an eyesore as well as a thorn in the side of the City for some time. These are a health and safety issue because of their potential to be breeding grounds for mosquitos that carry viruses such as West Nile, Encephalitis and Zika. They are unsightly and make a poor first impression on visitors that enter the City from the East. City officials realize that many of these tires come from businesses and residents within the City limits of El Paso, therefore we have an obligation to help remove them. The City has been collecting illegally dumped tires for over 16 years. This grant will help defray a portion of the disposal expenses.

List any previously demonstrated commitment to preferred solid waste management practice, such as: implementing other solid waste management projects; involvement in a local or sub-regional solid waste management plan or study; membership in an environmental activity.

If the proposed project has received previous project allocation under this program, explain to what extent the proposal involves expansion of current services or operations, and provide quantifiable documentation of the success of the project in order to warrant further allocation. Demonstrate a good record of past performance with RGCOG.

Environmental Services reimbursements received from RGCOG in previous years:

FY14 \$21,001.80; FY15 \$15,834.89; FY16 \$18,857.83; FY17 \$24,673.44; FY18 \$17,939.59; FY19 \$18,926.32; FY20-none-COVID; and FY21 \$47,341.83.

Project Application
Form 6c

All Solid Waste Services/Activities will be procured by RGCOG

17

Form 6d. Scope of Work

(Add additional pages as necessary)

Provide a work program with a schedule of deliverables for the proposed project or activities. The work program with the schedule of deliverables will be considered the Scope of Work to be performed under the project.

As concisely as possible, for each task of the proposed project, describe the major steps or activities involved, identify the responsible entities and establish a specific timeframe to accomplish each task. The scope of work for the project or program must include:

- ❖ Detailed purpose and goal of the project (should be consistent with implementing the goals, objectives, and recommendations from the regional solid waste management plan, as stated in the Project Summary on Form (6) or the Project Description on Form (6a).
- ❖ Specific task statements with responsible entity identified.
- ❖ List of deliverables/products/activities under each task.
- ❖ Schedule of deliverables.

Invoices for all tires that are disposed of will be on file. At such time as funds are available, invoices for the amount of funds will be provided to the RGCOG. Even if no funds are received, the City of El Paso is committed to providing this service with our own funds. Tires are collected every day at the Citizen Collections Stations and the Landfill.

Project Application
Form 6d

All Solid Waste Services/Activities will be procured by RGCOG

18

Scope of Work

Please Use the Following Format

Project Purpose and Goal Statement: Please state your purpose and goal. Then outline your tasks using the example below.

Project Purpose:

To combat illegally dumped tires

Goal Statement:

To continue to collect and deliver scrap tires to the recycler, thereby reducing the amount of solid waste at the Landfill and improving the visual image of the City.

1. Task:

a. Activity and/or deliverable: Execute Contract

- Timeframe: Within 1 month of receipt
- Responsible Entity: City of El Paso and RGCOG

2. Task:

a. Activity and/or deliverable: Provide documentation of expenses to be reimbursed

- Timeframe: Invoices will be provided to RGCOG within 30 days of notice of funding
- Responsible Entity: Ellen A. Smyth, P.E.

3. Task: Activity and/or deliverable

- Activity and/or deliverable: Provide disposal for illegally dumped tires
 - Timeframe: Ongoing
 - Responsible Entity: Ellen A. Smyth, P.E.

Number of times activity(s) to be performed: Various

Form 7. Project Allocation Budget Summary

Please provide the following breakdown of the total amount of request being made:

Budget Category		Funding Amount				
1.	Supplies	\$				
2.	Equipment	\$				
3.	Construction	\$				
4.	Contractual -Tres Pesetas, LLC	\$ 40,000-MAX				
5.	Other	\$				
6.	Total Direct Charges (<i>sum of 1-5</i>)	\$ 40,000				
7.	Indirect Charges*	\$				
8.	Total (<i>sum of 7 - 8</i>)	\$ 40,000				
9.	Indirect Cost Rate:	<table border="1"><tr><td>%</td><td></td></tr><tr><td>%</td><td></td></tr></table>	%		%	
%						
%						
Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:						
Please complete any of the following detailed budget forms that are applicable.						

Project Application
Form 7

Form 7a: Detailed Matching Funds/In-Kind Services

This budget form should be completed if the Applicant is providing any level of matching funds or in-kind services directly related to the proposed project.

Matching Funds: \$

In the space below, please explain in detail the application of any matching funds to be provided by the Applicant, as directly related to the proposed project:

In-Kind Services: \$_____ (monetary equivalent)

In the space below, please explain in detail the application of any in-kind services to be provided by the Applicant, as directly related to the proposed project:

What is the **TOTAL COST** of the proposed project to include any matching funds or any in-kind services being provided by the Applicant:

\$ 40,000. Maximum total cost of the disposal contract

In-Kind: The City will pick up and deliver all illegally dumped tires to Tres Pesetas, LLC.

Project Application
Form 7a

Form 7d: Detailed Supply Expenses

This budget form provides a more detailed breakdown of the total expenses for supplies indicated on Line 4 of the Overall Budget Summary.

Please list the general types of supplies to be purchased.

General Types of Supplies	Estimated Cost
General office/desk supplies	\$
Other supplies (<i>explain below</i>):	\$
TOTAL (<i>Must equal Line 1 of the Overall Budget Summary</i>)	\$ N/A

Project Application
Form 7d

All Solid Waste Services/Activities will be procured by RGCOG

22

Form 7e: Detailed Equipment Expenses

Provide specific details of equipment purchase(s). List the equipment items below. If the specific details of the equipment costs are not known at this time, list the general details on this form.

Equipment (\$5,000 or more per unit) (<i>Show description, type, model, etc.</i>)	Unit Cost	No. of Units	Total Cost
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total		\$	N/A

Project Application
Form 7e

All Solid Waste Services/Activities will be procured by RGCOG

23

Form 7g: Detailed Contractual Expenses

Provide specific details of contractual requests. List the purpose and proposed contractor(s) below. If the specific details of the contractual costs are not known at this time, list the general details on this form.

Purpose	Contractor(s)	Contract Amount
Tire Disposal	Tres Pesetas LLC	\$ 40,000
		\$
		\$
		\$
Total <i>(Must equal Line 4 of the Overall Budget Summary)</i>		\$ 40,000

Project Application
Form 7g

All Solid Waste Services/Activities will be procured by RGCOG

24

Form 7h: Detailed Other Expenses

This budget form provides a more detailed breakdown of the total other expenses.

Basic Other Expenses

Please identify the basic "Other" category expenses.

Basic Other Expenses	Estimated Cost
Books and reference materials	\$
Educational Items	\$
Printing/reproduction	\$
Advertising/public notices	\$
Signage	\$
Total:	\$ N/A

Project Application
Form 7h

All Solid Waste Services/Activities will be procured by RGCOG

25

Declined ☐Denied ☐Awarded ☐

PSGrant#

239

GRANT INFORMATION FORM (GIF)

Complete either side A or if awarded, complete side B in this same form

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards, and/or grant contract amendments. After completing either side, please forward to the GAD Office at Grants-1@elpasotexas.gov. Once a grant has been awarded and a contract/agreement needs to be processed, please complete SIDE B and forward to GAD, we will submit for Legal Review and further processing. Please use the same GIF to complete Part A & Part B so it is all kept on the same sheet.

Department Environmental Services

DUNS-058873019/UEI-KLZGKXNFVTL4

A. GRANT APPLICATION	B. CONTRACT/AGREEMENT/AMENDMENTS
A1. Department Programmatic Contact Person Name: Alicia A. Williamson Title: Accountant Phone No.: 915 212-6069 Email: WilliamsonAA@elpasotexas.gov	B1. Department Financial Grant Contact Person Name: Title: Phone No.: Email:
A2. Grant Data Funding Agency: Rio Grande Council of Governments Grant Name: Scrap Tire Disposal Reimbursement CFDA/ALN: N/A <input checked="" type="checkbox"/> Application Due Date: 9/30/22 11:00am (MDT) Requires Signature or Review from: Mayor <input type="checkbox"/> City Manager <input type="checkbox"/> Legal Review <input type="checkbox"/>	B2. Grant Data Funding Agency: Grant Name: Program Name: Agency Contract No.: Grant Type: <input type="text" value="Please Select"/> Pass through Agency: Grant Start & End Date: <input type="text" value="Month"/> <input type="text" value="Day"/> <input type="text" value="Year"/> - <input type="text" value="Month"/> <input type="text" value="Day"/> <input type="text" value="Year"/> New, Continuation, or Amendment: <input type="text" value="Please Select"/>
A3. Financial Data Amount of Grant Funding Request: \$ 40,000.00 Amount of Matching Funds Requested: \$ Amount of In-Kind Funds and/or Additional City Contributions: \$ Total Amount Requested: \$ 40,000.00	B3. Financial Data Post-Award Amount: \$ (As indicated in the grant contract/agreement) Actual Amount of Cash Match: \$ Actual Amount of In-Kind: \$ Total Award for Project/Program: \$ 0.00
A4. Grant Classification <input checked="" type="checkbox"/> Competitive (award based on competition) <input type="checkbox"/> Entitlement (a set of funds determined under a formula) <input type="checkbox"/> Continuation (ongoing funding)	B4. <input type="checkbox"/> CM Signature required <input type="checkbox"/> Mayor Signature required <input type="checkbox"/> City Council approval required
A5. City Match Certification Has City Match been certified by the Department Director? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Does this grant allow for operating/administrative costs? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> % <input type="checkbox"/> Amount \$ How is the match amount determined? <input type="checkbox"/> Fixed Amount: \$ <input type="checkbox"/> Percentage of Project Cost: % <input type="checkbox"/> Other (Please explain): For this fiscal year, how much of the local cash amount is already in the department's budget: \$ Not budgeted: \$ Proposed source of match:	B5. Grant Accounting String: _____ City Match Accounting String: _____ Comments:

Brief Description of Grant:

Environmental Services Department absorbs all costs related to tire collection and delivery to Tres Pesetas, LLC. The total proposed project cost will be paid by the City of El Paso. The Rio Grande COG Regional Solid Waste Grant monies will be used as reimbursement only. The amount of grant money will vary depending on the funds remaining at the close of the grant cycle. The City of El Paso would only receive funds that have not been spent by other recipients at the end of the year.

1. Ellen A. Smyth 9/23/22
Department Director Signature Date
Ellen A. Smyth, PE
Printed Name of Department Director

2. Eda R. Hefner 09/23/2022
Grants Administration Division Date

3. _____
Legal Review Date

REQUIRED SIGNATURES

1. _____
Department Director Signature Date

2. _____
Grants Administration Division Date

3. _____
Legal Review Date



Legislation Text

File #: 22-1291, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Districts 1, 2, 3, 6, 7, 8

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: October 11, 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: 1, 2, 3, 6, 7, 8

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

SUBGOAL:

SUBJECT:

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

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



Nicholas Ybarra for Ellen Smyth

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

ATTACHMENT A
SOLID WASTE LIENS
October 11, 2022

Address	Owner of Record	Amount	District
330 Belva Way	KRIEGER CHARLES R	\$395.00	1
606 Mulberry Ave	CHAVEZ OSCAR & MARTHA	\$786.00	1
116 N Clark Dr	MEZA LUZ G & ESEQUIEL JR & 7	\$355.00	2
211 Polo Inn Rd	CASAS DIAMANTINA LLC	\$385.50	3
227 Barker Rd 5	VILLEGAS JOAQUIN	\$1,817.50	3
1749 Dean Jones St	GAYTAN B EVA L & CONCEPCIO	\$570.00	6
1008 Ralpheene St	GONZALEZ JUAN C	\$393.50	7
104 Retta Ct	HERNANDEZ CATALINA	\$405.50	7
227 Sofia Pl	RUBIO CARLOS SR	\$423.00	7
319 Milton Rd	QUINTANA JAIME S & OTILIA B	\$675.15	7
325 Guadalajara St	GUTIERREZ RAUL S	\$339.00	7
321 Chermont Dr	GARCIA ARMANDO	\$386.00	8
333 Thunderbird Dr	HOFFER JUSTIN	\$411.00	8
1410 Delta Dr	LIMELIGHT HOLDINGS LLC SERIES B-1410 DELTA	\$333.50	8
3219 Pera Ave	GARCIA GUILLERMO M & 2	\$465.00	8
3229 Pera Ave	MONTELONGO IRENE M	\$381.50	8

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, KRIEGER CHARLES 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:

330 Belva Way, more particularly described as Lot 1 & W 1/2 Of 2
(25726 Sq Ft), Block 3, La Sierra Vista Subdivision, City of El Paso,
El Paso County, Texas, PID #L071-999-0030-0100

to be \$395.00, 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 7th day of December, 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 NINETY FIVE AND 00/100 DOLLARS (\$395.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

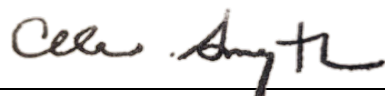
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
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 _____, 2022,
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, CHAVEZ OSCAR & MARTHA, 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:

606 Mulberry Ave, more particularly described as Tr 14-C-2 (1.50 Ac), Block 5, Upper Valley Subdivision, City of El Paso, El Paso County, Texas, PID #U819-999-005A-1460

to be \$786.00, 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 17th day of December, 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 SEVEN HUNDRED EIGHTY SIX AND 00/100 DOLLARS (\$786.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

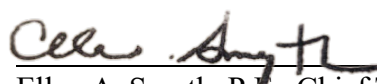
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
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 _____, 2022,
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, MEZA LUZ G & ESEQUIEL JR & 7, 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:

116 N Clark Dr, more particularly described as Pt Of 3 & 4 (Tr 7 Unrecorded Map) 75 Ft On N & S 95 Ft On E & W (7125 Sq Ft), Block C, Collingsworth Subdivision, City of El Paso, El Paso County, Texas, PID #C730-999-000C-3100

to be \$355.00, 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 20th day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY FIVE AND 00/100 DOLLARS (\$355.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leoser
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., Chief Transit and Field
Operations Officer
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 _____, 2022,
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, CASAS DIAMANTINA LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

211 Polo Inn Rd, more particularly described as S 50 Ft Of N 138.26
Ft Of E 212.8 Ft Of 67 (0.25 Ac), VALLEY GATE Subdivision,
City of El Paso, El Paso County, Texas, PID #V150-999-000D-0500

to be \$385.50, 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 11th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY FIVE AND 50/100 DOLLARS (\$385.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

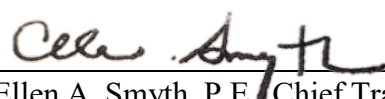
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E. Chief Transit and Field
Operations Officer
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 _____, 2022,
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, VILLEGAS JOAQUIN, 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:

227 Barker Rd 5, more particularly described as Lot 5-B (2.0971 Ac) & 6-K (0.922 Ac) (3.0191 Ac), Block 23, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-023A-0502

to be \$1817.50, 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 10th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND EIGHT HUNDRED SEVENTEEN AND 50/100 DOLLARS (\$1817.50) to be a lien on the above described property, said amount being due

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

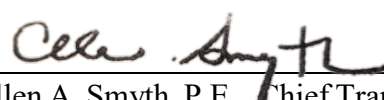
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
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 _____, 2022,
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, GAYTAN B EVALL & CONCEPCIO, 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:

1749 Dean Jones St, more particularly described as Lot 13 (5722.50 Sq Ft), Block 101, Vista Hills #30 Subdivision, City of El Paso, El Paso County, Texas, PID #V897-999-1010-1300

to be \$570.00, 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 December, 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 FIVE HUNDRED SEVENTY AND 00/100 DOLLARS (\$570.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

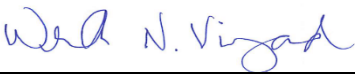
CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, I.E., Chief Transit and Field
Operations Officer
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 _____, 2022,
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, GONZALEZ JUAN C, 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:

1008 Ralpheene St, more particularly described as Lot 44 (5532.92 Sq Ft), Block 4, Alto Terrace 2nd Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A496-999-0040-8700

to be \$393.50, 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 22nd day of December, 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 NINETY THREE AND 50/100 DOLLARS (\$393.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeson
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., Chief Transit and Field
Operations Officer
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 _____, 2022,
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, HERNANDEZ CATALINA, 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:

104 Retta Ct, more particularly described as Lot 29, Block 3, Valle De San Miguel Subdivision, City of El Paso, El Paso County, Texas, PID #V094-999-0030-5700

to be \$405.50, 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 24th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIVE AND 50/100 DOLLARS (\$405.50) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

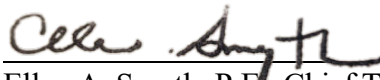
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
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 _____, 2022,
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, RUBIO CARLOS SR, 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:

227 Sofia Pl, more particularly described as Lot 15 & Tr 6-H, Blk
43 Ysleta (0.03 Acre), Block 2, Lone Star Subdivision, City of El
Paso, El Paso County, Texas, PID #L639-999-0020-9700

to be \$423.00, 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 23th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY THREE AND 00/100 DOLLARS (\$423.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeson
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., Chief Transit and Field
Operations Officer
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 _____, 2022,
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, QUINTANA JAIME S & OTILIA B, 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:

319 Milton Rd, more particularly described as Lot 29 (0.468 Ac),
Block 1, North Loop Gardens #2 Subdivision, City of El Paso, El
Paso County, Texas, PID #N446-999-0010-7900

to be \$675.15, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED SEVENTY FIVE AND 15/100 DOLLARS (\$675.15) 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 _____, 2022.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

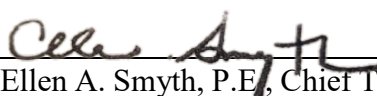
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
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 _____, 2022,
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

325 Guadalajara St, more particularly described as Lot 63, SINGH
Subdivision, City of El Paso, El Paso County, Texas, PID #S445-
999-0010-6300

to be \$339.00, 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 17th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS (\$339.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

CITY OF EL PASO:

Oscar Leeson
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., Chief Transit and Field
Operations Officer
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 _____, 2022,
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA ARMANDO, 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:

321 Chermont Dr, more particularly described as Lot 11 (7500 Sq Ft), Block 6, Crestmont Hills Subdivision, City of El Paso, El Paso County, Texas, PID #C942-999-0060-2100

to be \$386.00, 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 2nd day of December, 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 EIGHTY SIX AND 00/100 DOLLARS (\$386.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeson
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., Chief Transit and Field
Operations Officer
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 _____, 2022,
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, HOFFER JUSTIN, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

333 Thunderbird Dr, more particularly described as Lot 2 (8030 Sq Ft), Block 7, Coronado Country Club FtHills Subdivision, City of El Paso, El Paso County, Texas, PID #C809-999-0070-0400

to be \$411.00, 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 December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED ELEVEN AND 00/100 DOLLARS (\$411.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

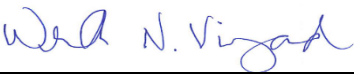
CITY OF EL PASO:

Oscar Leeson
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., Chief Transit and Field
Operations Officer
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 _____, 2022,
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, LIMELIGHT HOLDINGS LLC SERIES B-1410 DELTA, 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:

1410 Delta Dr, more particularly described as Lots 9 & 10 Ext E Pt
(55 Ft On Cotton St- 0.60 Ft On S- 53.51 Ft On W- 9 Ft On N)
(8084.73 Sq Ft), Block 63, Magoffin Subdivision, City of El Paso,
El Paso County, Texas, PID #M028-999-0630-4300

to be \$333.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of December, 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 THIRTY THREE AND 50/100 DOLLARS (\$333.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leoser
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., Chief Transit and Field
Operations Officer
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 _____, 2022,
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, GARCIA GUILLERMO M & 2, 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:

3219 Pera Ave, more particularly described as Lot 11 (3500.00 Sq Ft), Block 13, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0130-2100

to be \$465.00, 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 9th day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIXTY FIVE AND 00/100 DOLLARS (\$465.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

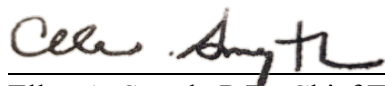
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
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 _____, 2022,
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, MONTELONGO IRENE 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:

3229 Pera Ave, more particularly described as Lots 13 & 14 (7000 Sq Ft), Block 13, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0130-2700

to be \$381.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of December, 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 EIGHTY ONE AND 50/100 DOLLARS (\$381.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

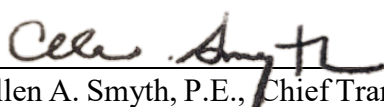
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
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 _____, 2022,
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 #: 22-1311, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

Planning and Inspections, Klarissa Mijares, (915) 212-1544

AGENDA LANGUAGE:

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

That the closure of rights-of-way within the City of El Paso for WinterFest Opening Day from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement for the Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for portions of Mesa St. between Franklin Ave. and Texas Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV22-00078)

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Klarissa Mijares, (915) 212-1544

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs

SUBJECT:

That the closure of rights-of-way within the City of El Paso for WinterFest Opening Day from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. between Franklin Ave. and Texas Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV22-00078)

BACKGROUND / DISCUSSION:

EVENT NAME: WinterFest Opening Day
PERMIT CASE NUMBER: CSEV22-00078
EVENT DATE/HOURS: Saturday, November 19, 2022, at 5:00 p.m. to 11:00 p.m.
TRAFFIC CONTROL: Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m.
STATE ROW IN USE: Mesa St. between Franklin Ave. and Texas Ave.
APPLICANT: The City of El Paso Parks and Recreation

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

RESOLUTION

WHEREAS, WinterFest Opening Day (hereinafter referred to as “Grantee”) has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso’s (hereinafter referred to as “the City”) for the **WinterFest Opening Day from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022,** (hereinafter referred to as the “Event”); and

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

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

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

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

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

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

That the closure of rights-of-way within the City of El Paso for the **WinterFest Opening Day from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022,** serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa St. between Franklin Ave. and Texas Ave.** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

APPROVED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

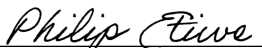
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

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

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **Mesa St. between Franklin Ave. and Texas Ave.**, in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of **Mesa St. between Franklin Ave. Texas Ave.**, for the purpose of allowing **the WinterFest Opening Day**, from **06:00 a.m.** on **Saturday, November 19, 2022**, to **3:00 a.m.** on **Sunday, November 20, 2022** as described in the attached “**Exhibit A**”, hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the **11th** day of **October 2022**, the El Paso City Council passed a Resolution, attached hereto and identified as “**Exhibit B**,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and

stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as “**Exhibit C,**” and incorporated as if fully set forth herein.

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

B. The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State’s right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of El Paso Attn: Tomas Gonzalez City Manager 300 N. Campbell- City 1, 2 nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas Trevino, P.E. El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

22-1007-2979|1206105
CSEV22-00078 WinterFest Opening Day | Contract
JG

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF EL PASO

Executed on behalf of the local government by:

Tomás González
City Manager

Date _____

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
Tomas Trevino, P.E.,
El Paso District Engineer

Date _____



City of El Paso

Special Event Permit

Special Event



Permit No: **CSEV22-00078**
Event Name: **WINTERFEST OPENING DAY**
Issued: **9/27/2022**
Expires: **11/20/2022**

Applicant

NICOLAS VALDES
801 TEXAS
EL PASO, TX 79901

Description: Begin staging on Mills, Texas Florence, Ochoa and Virginia. Parade begins on the corner of Texas Ave. and Campbell St., south to Overland St. west to El Paso St., north to San Antonio Ave., east to Mesa St., north to Main, east to Stanton, south to Mills Ave and east to end at Campbell St..

EPPD: El Paso Police Department has no objections to this event. The Department will police the event with 25 officers and no vehicles. Twenty-five (25) Uniformed Texas Peace Officers, this includes one supervisor, will be needed to work the event. Due to Officers being in the area of the San Jacinto Park, no marked vehicles will be needed for this assignment. Alcohol prohibited.

Event Type: Celebration	Park Use: Yes	Amplification: Yes
Participants/Attendees: 75,000	Event Staff/Volunteers: 350	
Vehicles: 0	Animals: No	Other:

EVENT

Start Date: 11/19/2022
Start Time: 17:00
End Date: 11/19/2022
End Time: 23:00

TRAFFIC CONTROL

Start Date: 11/19/2022
Start Time: 06:00
End Date: 11/20/2022
Start Date: 03:00

** NOTICE **

Permittee shall comply with all applicable City, State and Federal rules and/or regulations in conjunction with the event, including, but not limited to, park, noise and alcohol. Permitte acknowledges all information presented and contained herein is factually accurate. Permittee understands any inaccurate or incomplete information provided may create additional costs and/or considerations in conjunction with the permit and/or the event.

THE CONTACT PERSON FOR THE EVENT SHALL CARRY THE PERMIT DURING THE EVENT.

Given under my hand and The City of El Paso Seal on this date:

Issued By 

E-MAILED
Applicants Signature

Temporary Events and Special Event

All temporary events and special events requests shall comply with the following as conditions of the permit:

1. Permittee(s) shall comply with all provisions of Section 15.08.120 L (Special Events - Temporary Street Closures) **or** Section 13.36 (Temporary Events) - of the El Paso City Code.
2. Permittee(s) shall ensure all traffic control mechanisms, signs, **and** devices are installed as shown in the approved Traffic Control Plan, incorporated herein **and** attached hereto as Exhibit "D" for the duration of the street closure. Failure to install **or** maintain traffic control mechanisms, signs **and** devices may result in a fine as per Section 12.30.160 (Traffic Control Devices - Violation) of the El Paso City Code.
3. Permittee(s) for special privilege requests shall maintain liability insurance in the following minimum amounts for the during the event
 - a. \$1,000,000 per occurrence for injury, death **or** property damage per occurrence
 - b. \$1,000,000 general aggregate limit
 - c. Said insurance policy shall be issued by an insurance company authorized to do business in the state of Texas **and** shall provide in substance 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** the Permittee, its agents, servants **or** employees.
 - d. Said insurance policy shall name the Permittee(s) **and** the City as insured to the full amount of the policy limits.
4. A for-use increased fire occupancy permit will be required for the event. Fire Marshall Guards may be required for the event. Permittee(s) will be responsible for any applicable fees related to Fire Occupancy **and** Fire Marshall Guard requirements prior to the issuance of this permit.
5. Fire apparatus access roads shall have an unobstructed (including off-street parking) width of no less than 20 feet. Fire hydrants, fire department inlet connections, **and** fire department control valves shall **not** be obstructed in any manner to prevent such equipment from being immediately discernible.
6. The Permittee(s) shall coordinate with the Police Department to ensure that there **is** adequate emergency accessibility to **and** within the area as well as adequate safety provisions for the event. The Permittee(s) **is/are** responsible for coordinating any request for off-duty Police Department personnel **or** other Law Enforcement Agency personnel prior to the issuance of this permit.
7. Emergency access will be required for El Paso Water Utilities (EPWU) personnel **and** vehicle access for emergency repair. EPWU meters **and** manholes, water **and** sanitary sewer facilities must remain clear **and** unobstructed for EPWU personnel. Drainage systems in the area must remain unimpeded. No perforations may be done to the sidewalks **and** pavement within public rights-of-way.
8. Permittee shall coordinate with Environmental Services to address garbage removal after the event at (915) 621-6700 prior to the issuance of this permit.
9. The Permittee(s) shall be responsible for cleaning **and** removing of all litter **and** debris left on the roadways, sidewalks, **and** other public rights-of-way immediately upon the conclusion of the event. If the Permittee(s) fails to clean **and** remove all litter **and** debris within four hours of the end of the event, the city may perform such cleaning **and** the Permittee(s) shall be responsible for the costs of the city cleaning. Payment of any city cleaning costs shall be due **and** payable within 10 days of receipt of the bill from Financial Services.
10. Department of Public Health permits are required for food **and** beverages sold during the event. Applications must be received by the Department of Public Health at least 72 hours prior to the event. Applications received less than 72 hours prior to the event will be subject to express permit fees. Food **and** beverage booths will be inspected at least one hour prior to the start of the event. The Department of Public Health will **not** inspect booths that are **not** ready for service. Failure to be ready for inspection may result in a re-inspection fees by the Department of Public Health. Permittee(s) are responsible for ensuring all food **and** beverage vendors are ready for inspection. Coordinate with the Department of Public Health at (915) 541-4434.
11. Coordinate with the Texas Alcoholic Beverage Commission (TABC) for the sale **and** service of alcoholic beverages during the event at (915) 834-5860. The TABC license shall submit the request for a temporary alcoholic beverage permit at least ten days prior to the event. Applications **not** received by the TABC ten days prior to the event are subject to denial of the TABC temporary alcohol license. Licensee **and** permittee(s) are responsible for ensuring that all sales of alcoholic beverages comply with State Alcoholic Beverage rules **and** regulations. Failure to follow alcoholic beverage sales rules **and** regulations may result in penalties by the TABC including but **not** limited to revocation of an TABC license.
12. Permittee must comply with the Americans with Disabilities Act ("**ADA**"). Permittee must file any Assurance required under the City Ordinance 9779, prohibiting discrimination against disabled persons.
13. Permittee shall comply with all provisions of Section 9.40 (Noise) **and** 13.28 (Sound Amplifying Devices).



City of El Paso

Streets and Maintenance

Traffic Control Permit



Site Address: 114 W MILLS AVE, EL PASO, TEXAS 79901

Permit No: **EPTC22-03904**

Issued: **09/12/2022**

Expires: **11/20/2022**

Applicant EL PASO PARKS & RECREATION NICOLAS VALDEZ 801 S TEXAS AVE EL PASO, TEXAS 79905	Phone Number Applicant: (915) 212-0092 Barricade: (915) 216-7296	Barricade Company TRAFFIC CONTROL SPECIALIST (TCS) ADAM MIJARES 3120 TRAWOOD DR STE F EL PASO, TEXAS 79936
--	---	--

WORK AUTHORIZED: 2022 EL PASO WINTERFEST TREE LIGHTING & OPENING DAY PRESENTED BY COEP PARKS & RECREATION, SITE INCLUDES MERCHANDISE BOOTHS, VIP TENTS, FOOD TRUCKS, MAIN STAGE, DECKS, PORTABLE SANITATION UNITS, & EVENT SEATING. EVENT AREA WILL BE INSTALLED ON THE ROADWAY AREA ALONG N MESA ST, E MAIN ST, N OREGON ST, & W MILLS AVE FOR DMD SPECIAL EVENT. TCS PROVIDING TRAFFIC CONTROL DEVICES & SITE MAINTENANCE, SATURDAY 11/19/2022 6:00AM - SUNDAY 11/20/2022 3:00AM ONLY.

TYPE OF TRAFFIC CONTROL SET UP: **1 DAY EVENT:** PARTIAL ROAD CLOSURES W/ DETOUR & ARROWBOARDS, SIDEWALK CLOSURES W/ PEDESTRIAN DETOURS ALONG A MINOR ROADWAY IN DMD

Start Date: 11/19/2022

Expiration Date: 11/20/2022

Length of Term: Short

Work Times: **Sat 6:00am-Sun 3:00am**
(No Early Set Up or Late Pick Up)

*** NOTICE ***

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

City Traffic Engineer

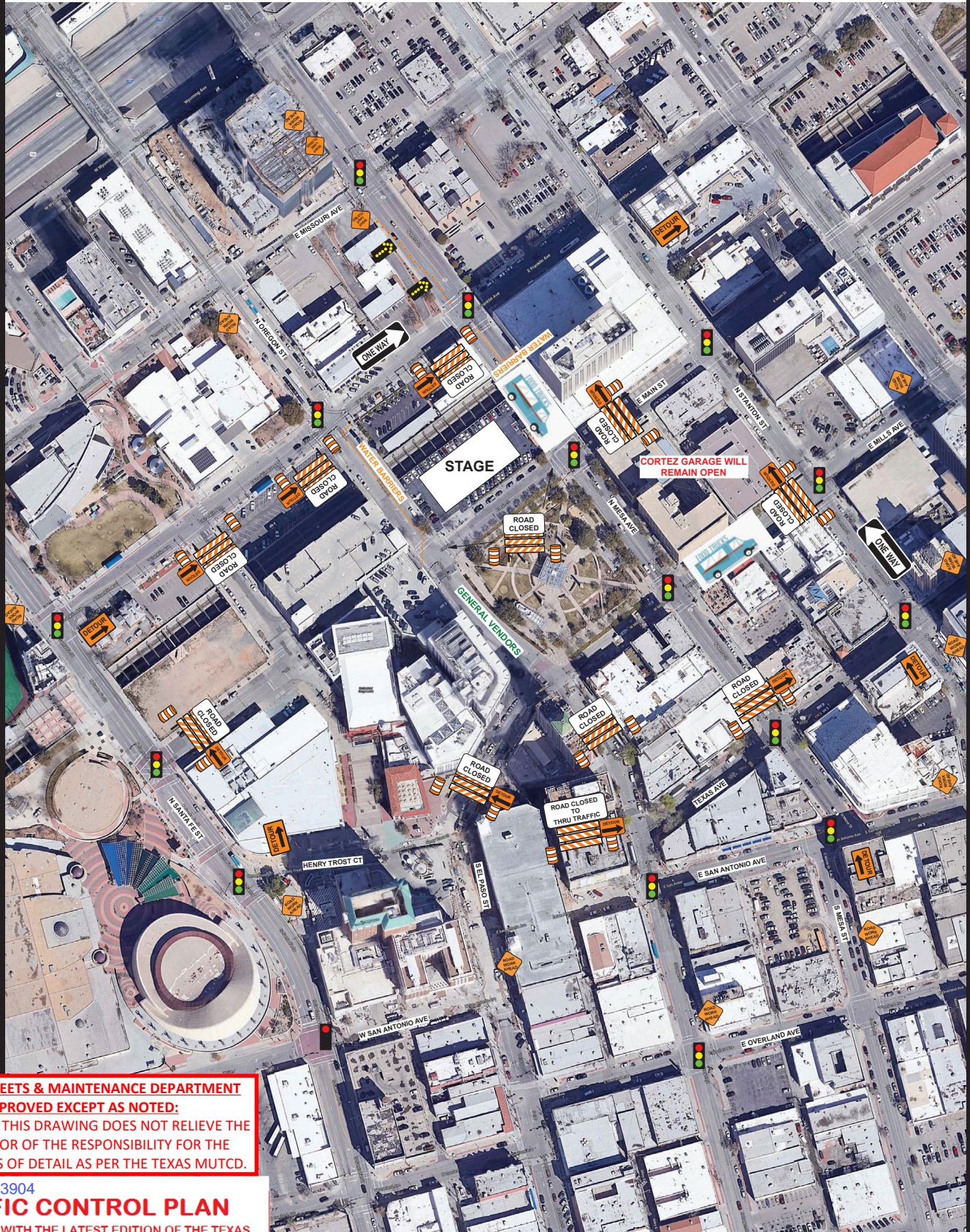
Contractor's, Owner's or Agent's Signature

Issued By David A. Zamora



Date: 8/30/2022 Author: TCS ADAM MUJARES 915-216-7296 Project: CITY OF EL PASO WINTER FEST OPENING DAY CLOSURES 6AM-3AM

Comments:
SET UP A STREET CLOSURES WITH DETOUR ROUTES TO ALLOW THE EVENT TO TAKE PLACE.



**EL PASO STREETS & MAINTENANCE DEPARTMENT
APPROVED EXCEPT AS NOTED:**

APPROVAL OF THIS DRAWING DOES NOT RELIEVE THE
CONTRACTOR OF THE RESPONSIBILITY FOR THE
CORRECTNESS OF DETAIL AS PER THE TEXAS MUTCD.

EPTC22-03904

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: **11/19/2022-11/20/2022**

TIME: **SAT 6AM-SUN 3AM ONLY**

BY:  DATE: **09/12/2022**

CITY OF EL PASO STREETS AND MAINTENANCE

NOTES:

- The Traffic Control Procedure Shown is Appropriate Only for Low Volume, Low Speed Facilities, Such as Local Residential Streets.
- Flashing Warning Lights & Retro-reflective Strips Will Be Used for Night Time Barricading.
- Additional CW20-5R Signs and/or Barrels May Be Needed for High Volume, High Speed Urban Streets.
- All Traffic Control Devices Shall Be In Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- **Flagmen Must Be Present on Each Construction Site Anytime Equipment is Being Operated on or is Impeding Into Roadway or Sidewalk Area.**
- Sidewalks to be Closed Per Approved Methods Anytime Work is Impeding Into or Over the Travel Path.
- All Traffic Control Devices Shall Be Maintained in Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Additional Service Plan to be in Place for Response to Inclement Weather Conditions.

Winter Fest Opening day closures 2022 6:00AM to 3AM



2022



FIRST AMENDMENT TO LOCAL EMERGENCY DIRECTIVE

(RECOMMENDATION ONLY)

SECTION 5. Permitted Activities & Functions. All of the following activities and functions are permitted. To the greatest extent feasible, these activities and functions shall comply **with Social Distancing Requirements** as defined in Section 1 and by all applicable orders. This Section also sets forth certain exemptions which shall also be permitted.

d. **Critical Infrastructure.** For purposes of this Directive, individuals may leave their residence to provide any services or perform any work necessary to the operations and maintenance of “Critical Infrastructure,” including, but not limited to, public works, construction personnel, and personnel listed on the Department of Homeland Security’s Cybersecurity and Infrastructure Agency (CISA) list of “Essential Critical Infrastructure Workers,” public works construction.

i. The following also constitute critical infrastructure: airport operations, water, sewer, gas, electrical, oil refining, oil and gas extraction, coal mining, metal ore mining, nonmetallic mineral mining and quarrying, roads and highways, public transportation, solid waste collection and removal, hazardous materials, internet, cable, wireless and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), provided that they carry out those services or that work in compliance with **Social Distancing Requirements** as defined in Section 1, to the extent possible. This also includes wired telecommunication carriers, wireless telecommunications carriers (except satellite), telecommunications resellers (except retailers selling devices at physical locations are not permitted), satellite telecommunications, cable and other program distribution, other telecommunications, data processing, hosting and related services, and other information services.

ii. The following types of construction activities are permitted to include but not be limited to the following: residential and commercial construction, non-residential building construction, heavy and civil engineering, foundation, structure, and building exterior contractors, building equipment contractors, and building finishing contractors. This Directive shall not be construed to hinder the ability of the industries identified in the U.S. Department of Homeland Security Cyber and Infrastructure Security Agency's (“CISA”) Essential Critical Infrastructure Workforce Memorandum dated March 19, 2020 to continue their operation appropriately modified to account for CDC workforce and consumer protection guidance, and the list of industries identified on that memorandum is incorporated here by reference.

All employers involved in construction activity must institute or comply with following at all job sites:

- a) Comply with Social Distancing Requirements;
- b) Institute staggered shifts;
- c) Provide one (1) working flushing toilet for every fifteen (15) workers on site or one (1) outdoor portable toilet for every ten (10) workers on site;
- d) Provide onsite handwashing stations and portable restrooms stocked with hand soap and/or hand sanitizer with at least 60% alcohol;
- e) Mandate handwashing of at least twenty (20) seconds for workers during the following:
 - 1. Before workers begin work;
 - 2. After workers remove gloves;
 - 3. Before and after the use of shared items such as tools or multi-user devices;
 - 4. Before and after any meal or restroom breaks; and
 - 5. After a worker's shift or work time ends.
- f) Provide mandatory rest breaks of at least fifteen (15) minutes for every four (4) hours worked so workers may follow hygiene guidelines;
- g) Take no adverse action against an employee who has been quarantined, or advised to self-quarantine, due to possible exposure to coronavirus;
- h) Perform mandatory temperature checks before a worker leaves home. If a worker has a fever of greater than 100 degrees Fahrenheit, then they are prohibited from going to work and must remain at home;
- i) Limit crossover of subcontractors;
- j) Prohibit gatherings during meals or breaks;
- k) Keep a 6 foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the workers;
- l) Do not use a common water cooler. Provide individual water bottles or instruct workers to bring their own;
- m) Allow non-essential personnel to work from home when possible; and
- n) Designate a COVID-19 safety monitor on each site who has the authority to enforce these provisions.
- o) If possible, provide OSHA's COVID-19 training to all employees.

NOTE: FOR COMPLETE DOCUMENT VISIT: https://elpasoheraldpost.com/wp-content/uploads/2020/04/AMENDMENT-TO-LOCAL-EMERGENCY-DIRECTIVE_ENGLISH.pdf

WF COL 11-19 (STAGE AND LIGHTING OF TREE)

Event Name : WF COL 11-19 (STAGE AND LIGHTING OF TREE)

Event Type : Celebration

Event Purpose : Community Activity

No Of Days : 1

Event Start Date : November 19, 2022

Event End Date : November 19, 2022

Event Time :

	Start Time	End Time
Day 1 - November 19, 2022	5:00 PM	11:00 PM

	Date	From	To
Setup	November 19, 2022	6:00 AM	3:00 PM
TearDown	November 19, 2022 <i>2pm</i>	12:00 AM	6:00 AM <i>3pm</i>

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

Date	Participants	Spectators	Total
Day 1 - November 19, 2022	350	75000	75350

Contact Person(s)

Name : Nicolas Valdes

Address : 801 Texas Ave. El Paso , Texas, 79901 , USA

Email : valdesnx@elpasotexas.gov

Mobile : 915-268-5923

Office Phone : 915-212-1704

Park Use

Downtown Parks : San Jacinto Plaza

Aside from the permanent park amenities, will you be introducing any additional items on the park grounds? : Yes

Will you have any amusement devices? : No

Number of amusement devices? : 0

Type(s) of amusement devices? :

Other(Obstacle Course , bungee etc) :

Fire & Public Safety

Security

Hiring Security Guards : Yes

Number of Security Guards : 10

Security Company :

Company Name : night eyes

Contact Person : Barbara Rodriguez

Address : 2407 Yandell Dr. C A El Paso, Texas, 79902 USA

Mobile : 9153520102

Office Phone :

Email : nebarb01@night-eyes.com

Police

Hiring Police Officers : Yes

Number of Police Officers : 15

Police Official Company :

Company Name : El Paso Police Department

Contact Person : Eduardo Martinez

Address : central regional command El Paso, Texas, USA

Mobile : 915-203-2502

Office Phone :

Email : 1578@elpasotexas.gov

Will you be erecting temporary fences or barriers? No

Will you be erecting temporary structures such as tents or canopies? No

Will your event feature or utilize compressed gases? No

Fireworks

Will your event feature or utilize fireworks or pyrotechnics? No

Supply of electrical power to the event :

n/a

What will need electrical power?

n/a

Participating businesses open in the conjunction with the event?

business along Mesa St.

Traffic Control Information

Company Name : Traffic Control Specialists Co.

Company Contact Number : 9159210300

Street Clousre :

OREGON FROM FRANKLIN TO TEXAS; MAIN FROM MESA TO OREGON; MILLS FROM MESA TO EL PASO ST; MILLS AT EL PASO ST/ TROST TO SANTA FE; N. EL PASO ST FROM FRANKLIN TO MAIN;

Alley is Affected : No

Parking Meters

Will you need exclusive use of parking meters within the proposed footprint before or after street closure?

Yes

Will you need exclusive use of parking meters outside of the proposed location before or after street closure?

Yes

Start Date : November 18, 2022

End Date : November 20, 2022

Animals

No animal featured in this event

Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt
10	10	10	0

Purpose of Amplification : Concert

Location description of amplification devices : CELEBRATION OF LIGHTS AT SAN JACINTO PLAZA

Alcohol Use

Will alcoholic bevarages be sold, served or consumed at your event? No

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

Will alcoholic bevarages be sold, served or consumed in the park? No

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

Permit / License Holder name :

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

Food & Merchandise Sales

Number of food location : 16

Number of beverage location : 16

Event feature merchandise vendors : Yes

Event Clean Up

Cleanup plan : Parks & Recreation and Streets and Maintenance Departments will clean up during and after the event.

Name of the Organization responsible for cleanup : El Paso Parks and Recreation Department, City of El Paso Streets and Maintenance Department

Contact Number : 9152665923

Contact Number : Nicolas Valdes

Email : valdesnx@elpasotexas.gov

Internet Access

Is Wireles Internet access needed? Yes

Is A Secure Wireles Internet Connection needed ? Yes

Uploaded files

Site plan : submitted

Certificate of insurance documents : submitted

Signed notice of proposed closure form : submitted

Public Safety Plan : submitted

Traffic control plan : submitted

Parking Meters : submitted

Food vendor's name & Contact : submitted

Merchandise name and contact : submitted

Applicant Name : Nicolas Valdes

Applicant E-Signature : NV

Sign Date : 2022-08-02

WinterFest Opening Day

CSEV22-00078

Strategic Goal 4.

Enhance El Paso's quality of life through recreational, cultural and educational



Background

State Right-of-Way Impacted:

Mesa St. between Franklin Ave. and Texas Ave.

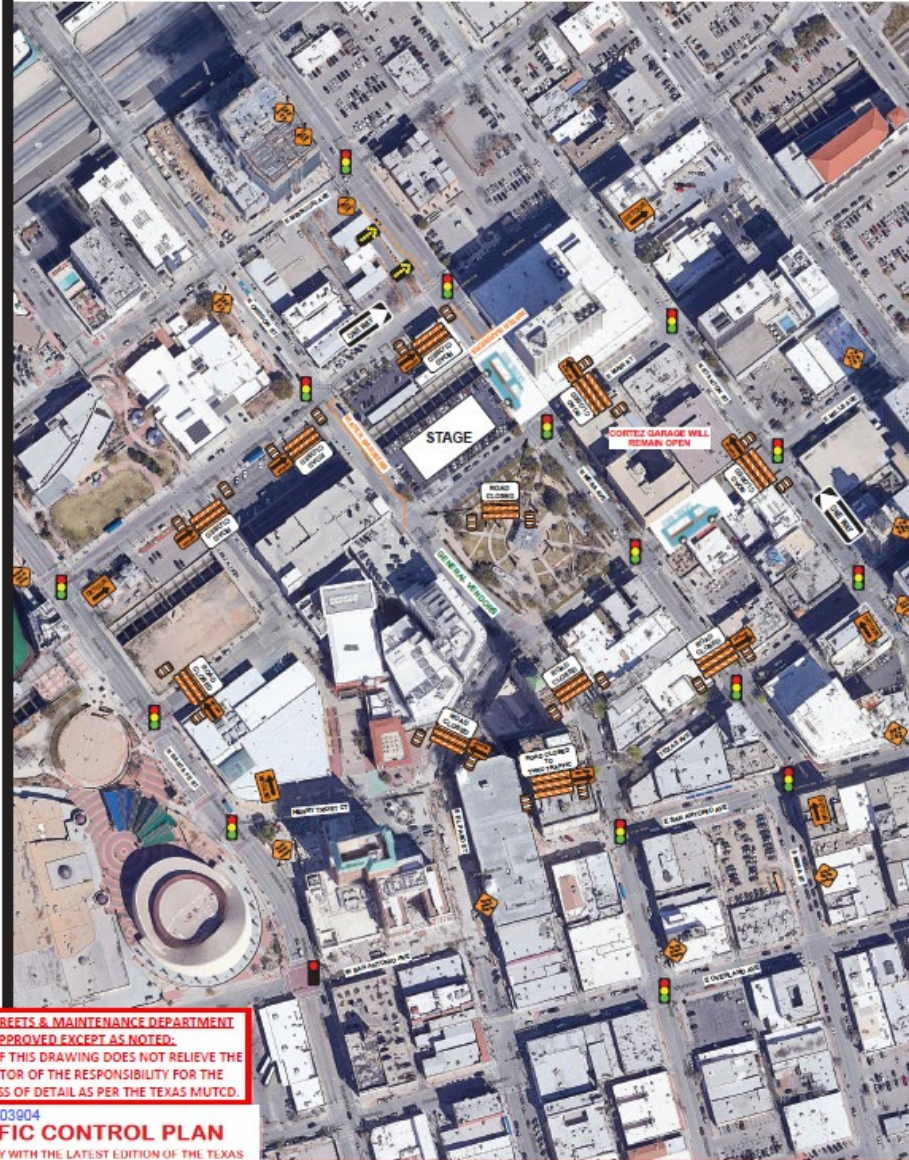
Event Dates and Times:

Saturday, November 19, 2022, at 5:00 p.m. to 11:00 p.m.

Traffic Control Dates and Times:

Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022

Traffic Control Plan



EL PASO STREETS & MAINTENANCE DEPARTMENT
APPROVED EXCEPT AS NOTED:
 APPROVAL OF THIS DRAWING DOES NOT RELIEVE THE
 CONTRACTOR OF THE RESPONSIBILITY FOR THE
 CORRECTNESS OF DETAIL AS PER THE TEXAS MUTCD.

EPTC22-03904
TRAFFIC CONTROL PLAN
 SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
 CLOSURE DATE: 11/19/2022-11/20/2022
 TIME: SAT 6AM-SUN 3AM ONLY
 BY:  DATE: 09/12/2022
 CITY OF EL PASO STREETS AND MAINTENANCE

NOTES:
 - The Traffic Control Procedure Shown is Appropriate Only for Low Volume, Low Speed Facilities, Such as Local Residential Streets.
 - Flashing Warning Lights & Retro-reflective Strips Will Be Used for Night Time Barricading.
 - Additional CW20-SR Signs and/or Barrels May Be Needed for High Volume, High Speed Urban Streets.
 - All Traffic Control Devices Shall Be in Conformance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 - Flagmen Must be Present on Each Construction Site Anytime Equipment is Being Operated on or is Impeding into Roadway or Sidewalk Area.
 - Sidewalks to be Closed Per Approved Methods Anytime Work is Impeding into or Over the Travel Path.
 - All Traffic Control Devices Shall be Maintained in Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 - Additional Service Plan to be in Place for Response to Inclement Weather Conditions.



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 #: 22-1314, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

Planning and Inspections, Klarissa Mijares, (915) 212-1544

AGENDA LANGUAGE:

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

That the closure of rights-of-way within the City of El Paso for the WinterFest Parade from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022 and Saturday, November 19, 2022 12:00 p.m. to 10:00 p.m., serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV22-00079)

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Klarissa Mijares, (915) 212-1544

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs

SUBJECT:

That the closure of rights-of-way within the City of El Paso for the WinterFest Parade from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022 and Saturday, November 19, 2022 12:00 p.m. to 10:00 p.m., serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV22-00079)

BACKGROUND / DISCUSSION:

EVENT NAME: WinterFest Parade
PERMIT CASE NUMBER: CSEV22-00079
EVENT DATE/HOURS: Saturday, November 19, 2022, at 5:00 p.m. to 8:00 p.m.
TRAFFIC CONTROL: Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022
Saturday, November 19, 2022 12:00 p.m. to 10:00 p.m.
STATE ROW IN USE: Mesa St. between Franklin Ave. and Paisano Dr.
Texas Ave. between Oregon St. and Ange St.
APPLICANT: The City of El Paso Parks and Recreation

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

RESOLUTION

WHEREAS, WinterFest Parade (hereinafter referred to as “Grantee”) has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso’s (hereinafter referred to as “the City”) for the **WinterFest Parade from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022 and Saturday, November 19, 2022 12:00 p.m. to 10:00 p.m.,** (hereinafter referred to as the “Event”); and

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

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

WHEREAS, The State of Texas (hereinafter referred to as the “State”) owns and operates a system of highways for public use and benefit, including **Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St.** within El Paso, Texas; and

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

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

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

That the closure of rights-of-way within the City of El Paso for the **WinterFest Parade from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022 and Saturday, November 19, 2022 12:00 p.m. to 10:00 p.m.,** serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St.** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

APPROVED this _____ day of _____, 2022.

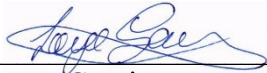
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

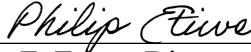
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

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

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St., in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St., for the purpose of allowing the Winterfest and Scherr Legate Celebration of Lights Parade, from 06:00 a.m. on Saturday, November 19, 2022, to 3:00 a.m. on Sunday, November 20, 2022 and 12:00 p.m. to 10:00 p.m. on Saturday, November 19, 2022 as described in the attached “**Exhibit A**”, hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 11th day of October, 2022, the El Paso City Council passed a Resolution, attached hereto and identified as “**Exhibit B**,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as “**Exhibit C,**” and incorporated as if fully set forth herein.

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

B. The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State’s right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law

enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State’s right of way, the local government and/or its contractors shall furnish to the State a completed “Certificate of Insurance” (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State’s right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of El Paso Attn: Tomas Gonzalez City Manager 300 N. Campbell- City 1, 2 nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas Trevino, P.E. El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.


THE CITY OF EL PASO

Executed on behalf of the local government by:

Tomás González
City Manager

Date _____

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Tomas Trevino, P.E.,
El Paso District Engineer



City of El Paso

Special Event Permit

Parade



Permit No: **CSEV22-00079**
Event Name: **WINTERFEST PARADE**
Issued: **9/27/2022**
Expires: **11/19/2022**

Applicant

NICOLAS VALDES
801 TEXAS AVE
EL PASO, TX 79901

Description: Begin staging on Mills, Texas Florence, Ochoa and Virginia. Parade begins on the corner of Texas Ave. and Campbell St., south to San Antonio Ave., west to Mesa St., north to Main, east to Stanton, south to Mills Ave and east to end at Campbell St..

EPPD: El Paso Police Department has no objections to this event. The Department will police the event with 69 officers and 60 vehicles . Traffic control times will be from 11:30 to 20:00 on 11/19/2022. Staging Area: 24 Officers assigned to the Command Post and staging area will be scheduled to report to work at 1130 hours in order to secure the staging area by noon. 17 marked vehicles plus 1 Command Post will be needed for the staging area between approximately 1130-2000 hours. 2 marked motorcycles will be needed for the staging area between approximately 1130-2000 hours. Parade Route: 45 Officers will be needed to report to work by 1400 hours in order to secure the parade route by 1500 hours. 34 marked vehicles will be needed to secure the parade route. 6 marked motorcycles will be needed to secure the parade route.

Event Type: Parade	Park Use: Yes	Amplification: Yes
Participants/Attendees: 1,150	Event Staff/Volunteers: 150	
Vehicles: 60	Animals: No	Other:

EVENT

Start Date: 11/19/2022
Start Time: 17:00
End Date: 11/19/2022
End Time: 20:00

STREET MONITORING

Start Date: 11/19/2022
Start Time: 12:00
End Date: 11/19/2022
End Time: 22:00

** NOTICE **

Permittee shall comply with all applicable City, State and Federal rules and/or regulations in conjunction with the event, including, but not limited to, park, noise and alcohol. Permittee acknowledges all information presented and contained herein is factually accurate. Permittee understands any inaccurate or incomplete information provided may create additional costs and/or considerations in conjunction with the permit and/or the event.

THE CONTACT PERSON FOR THE EVENT SHALL CARRY THE PERMIT DURING THE EVENT.

Given under my hand and The City of El Paso Seal on this date:

Issued By

Applicants Signature



Parades and Public Assemblies

All parade and public assembly requests shall comply with the following as conditions of the permit:

1. The permittee(s) shall comply with all provisions of Section 13.36 (Parades and Public Assemblies), permit directions, conditions and all applicable laws and ordinances.
2. The permittee(s) shall not allow the parade to begin, proceed or continue until such time as the applicable traffic control plan or method is set up and functioning.
3. The permittee(s) shall not make an exclusive use of any City-Controller park or park facility for a demonstration except in compliance with Section 13.24.200 of the City code.
4. The permittee(s) shall take all steps necessary to keep the area for the public assembly clean or the parade route clean and free of animal excrement during the event.
5. The permittee(s) shall, immediately upon the conclusion of the event, clean and remove all litter and debris left on the roadways, sidewalks, and other public right-of-ways by participants, animals, floats and vehicles used in the event and by spectators to the event.
6. The permittee(s) shall coordinate any requests for fireworks with the El Paso Fire Department prior to the issuance of the parade permit.
7. Use of animals, including but not limited to horses, dogs and cats shall be coordinated with the Animal Services Department. Permittee(s) are responsible for ensuring adequate cleaning is conducted in conjunction with the use of animal participants.
8. The permittee may, no later than fourteen business days prior to the day of the event, request the assistance of the City with such cleaning and if provided, the permittee shall be responsible for his costs of the City cleaning. Such request shall be made on a form provided by the City and filed with the permit official. In the event that the permittee does not request and receive the assistance of the City with such cleaning and the permittee fails to clean and remove all such litter and debris within four hours of the end of the event, the City may perform such cleaning and the permittee shall be responsible for payment of the city cleaning costs within 10 days of receipt of the bill from the Office of the Comptroller.
9. Payment of all costs of providing On-Duty Law Enforcement officers and any other traffic control costs, less the amount of deposit made under Section 13.36.050 C of this code when applicable, shall be due and payable within ten days of receipt of the bill from the Office of the Comptroller.
10. Parade and Public Assembly participants shall comply with section 13.36.090 of the City Code: 13.36.090 - Duties of participants.
 - a. Upon the request of a peace officer, each participant who is operating a motor vehicle on a roadway pursuant to the laws of the State of Texas shall exhibit proof of financial responsibility as required under Chapter 601 of the Texas Transportation Code. A peace officer shall have the authority to prohibit the participation in a parade of any motor vehicle for which its operator cannot provide the required proof of financial responsibility.
 - b. During the course of the parade, each participant shall obey the directions of any peace officer who is directing or otherwise providing traffic control for that parade. A peace officer shall have the authority to prohibit the continued participation in a parade of any person who fails on more than one occasion to obey the directions of a peace officer.
 - c. Each participant shall remain responsible for the payment of any bridge-crossing tolls, should the parade route pass through a toll area.
 - d. All participants who enter or pass through an area under the control, direction or supervision of the United States Bureau of Customs and Border Protection shall comply with all laws, regulations and other requirements pertaining to the entry into and exit from such area.



City of El Paso

Streets and Maintenance

Traffic Control Permit



Site Address: 300 N CAMPBELL ST, EL PASO, TEXAS 79901

Permit No: **EPTC22-03796**

Issued: **09/12/2022**

Expires: **11/19/2022**

Applicant EL PASO PARKS & RECREATION NICOLAS VALDEZ 801 S TEXAS AVE EL PASO, TEXAS 79905	Phone Number Applicant: (915) 212-0092 Barricade: (915) 216-7296	Barricade Company TRAFFIC CONTROL SPECIALIST (TCS) ADAM MIJARES 3120 TRAWOOD DR STE F EL PASO, TEXAS 79936
--	---	--

WORK AUTHORIZED: 2022 EL PASO WINTERFEST PARADE PRESENTED BY COEP PARKS & RECREATION, SITE INCLUDES FLOAT VIEWING & STAGING AREAS, PARADE WILL START ALONG N CAMPBELL ST & PROGRESS TO E SAN ANTONIO ST TO N MESA ST TO E MAIN ST TO N STANTON ST TO E MILLS AVE TO N STANTON ST TO W MILLS AVE & FINISHING BACK ON N CAMPBELL ST FOR A COEP DMD SPECIAL EVENT. TCS PROVIDING TRAFFIC CONTROL DEVICES & SITE MAINTENANCE, SATURDAY 11/19/2021 12:00PM-10:00PM ONLY.

TYPE OF TRAFFIC CONTROL SET UP: **1 DAY EVENT** - ROAD & ALLEY WAY CLOSURES W/ DETOUR ROUTES ALONG MULTI-LANE ROADWAYS, SIGNALIZED INTERSECTIONS, AND STREET CAR ROUTE IN DMD

Start Date: 11/19/2022

Expiration Date: 11/19/2022

Length of Term: Short

Work Times: **Saturday 12:00pm-10:00pm**
(No Early Set Up or Late Pick Up)

*** NOTICE ***

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

City Traffic Engineer

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

Issued By David A. Zamora



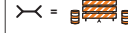
Date: 8/1/2022 Author: TCS ADAM MIJARES 915-216-7296 Project: CHRISTMAS PARADE 2022

Comments:
SET UP A STREET CLOSURE, LANE CLOSURES, AND TURNING LANE CLOSURES
TO ALLOW THE PARADE TO TAKE PLACE.



Speed Limit	Formula	Minimum Clearance	Supplemental Sign	Minimum Sign	Supplemental Sign
35	1000	1000	1000	1000	1000
30	1000	1000	1000	1000	1000
25	1000	1000	1000	1000	1000
20	1000	1000	1000	1000	1000
15	1000	1000	1000	1000	1000
10	1000	1000	1000	1000	1000
5	1000	1000	1000	1000	1000
4	1000	1000	1000	1000	1000
3	1000	1000	1000	1000	1000
2	1000	1000	1000	1000	1000
1	1000	1000	1000	1000	1000
0	1000	1000	1000	1000	1000

LEGEND:



REGULAR TRAFFIC FLOW



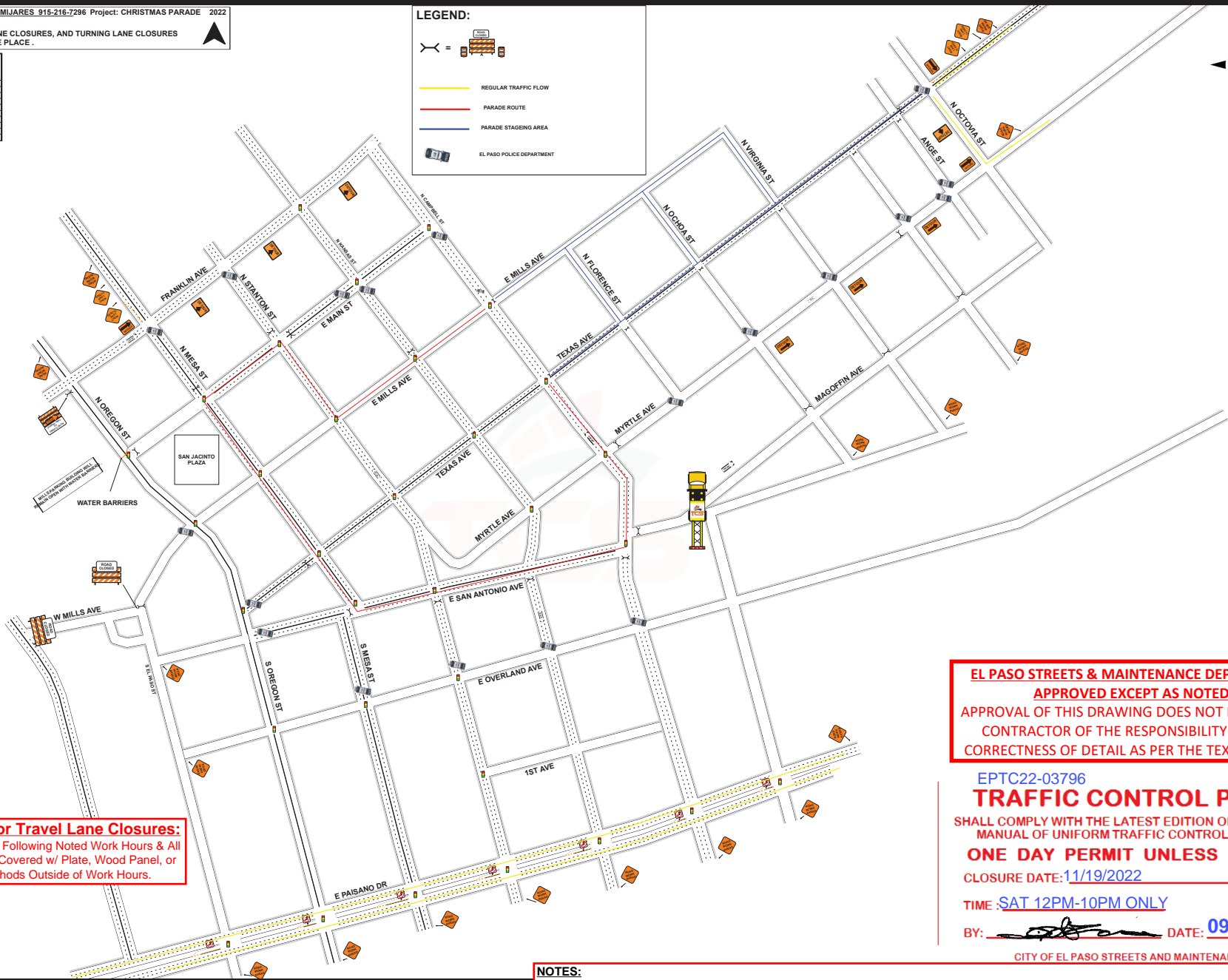
PARADE ROUTE



PARADE STAGING AREA



EL PASO POLICE DEPARTMENT



No Overnight Sidewalk or Travel Lane Closures:

All Sidewalks must be Re-Opened Following Noted Work Hours & All Open Pits Secured w/ Fencing & Covered w/ Plate, Wood Panel, or Soft Filled Per Approved Methods Outside of Work Hours.

EL PASO STREETS & MAINTENANCE DEPARTMENT

APPROVED EXCEPT AS NOTED:

APPROVAL OF THIS DRAWING DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR THE CORRECTNESS OF DETAIL AS PER THE TEXAS MUTCD.

EPTC22-03796

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 11/19/2022

TIME: SAT 12PM-10PM ONLY

BY: DATE: 09/12/2022

CITY OF EL PASO STREETS AND MAINTENANCE

NOTES:

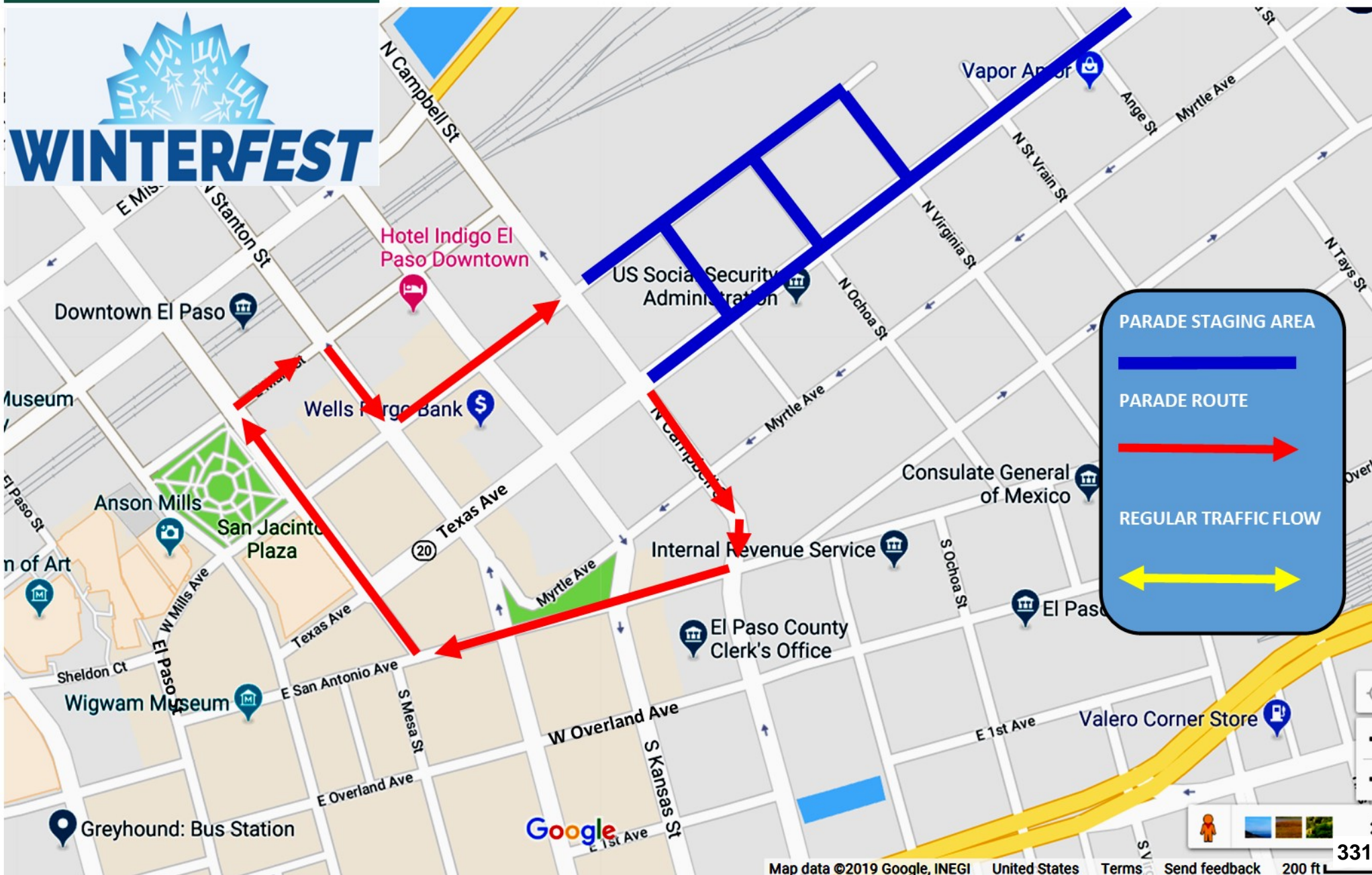
- The Traffic Control Procedure Shown is Appropriate Only for Low Volume, Low Speed Facilities, Such as Local Residential Streets.
- Flashing Warning Lights & Retro-reflective Strips Will Be Used for Night Time Barricading.
- Additional CW20-5R Signs and/or Barrels May Be Needed for High Volume, High Speed Urban Streets.
- All Traffic Control Devices Shall Be In Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- **Flagmen Must be Present on Each Construction Site Anytime Equipment is Being Operated on or is Impeding Into Roadway or Sidewalk Area.**
- Sidewalks to be Closed Per Approved Methods Anytime Work is Impeding Into or Over the Travel Path.
- All Traffic Control Devices Shall Be Maintained In Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Additional Service Plan to be in Place for Response to Inclement Weather Conditions.



PARKS & RECREATION
CITY OF EL PASO

City of El Paso Parks and Recreation Department Holiday Parade Route 2022

Total Distance: 1.03 Miles



FIRST AMENDMENT TO LOCAL EMERGENCY DIRECTIVE

(RECOMMENDATION ONLY)

SECTION 5. Permitted Activities & Functions. All of the following activities and functions are permitted. To the greatest extent feasible, these activities and functions shall comply **with Social Distancing Requirements** as defined in Section 1 and by all applicable orders. This Section also sets forth certain exemptions which shall also be permitted.

d. **Critical Infrastructure.** For purposes of this Directive, individuals may leave their residence to provide any services or perform any work necessary to the operations and maintenance of “Critical Infrastructure,” including, but not limited to, public works, construction personnel, and personnel listed on the Department of Homeland Security’s Cybersecurity and Infrastructure Agency (CISA) list of “Essential Critical Infrastructure Workers,” public works construction.

i. The following also constitute critical infrastructure: airport operations, water, sewer, gas, electrical, oil refining, oil and gas extraction, coal mining, metal ore mining, nonmetallic mineral mining and quarrying, roads and highways, public transportation, solid waste collection and removal, hazardous materials, internet, cable, wireless and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), provided that they carry out those services or that work in compliance with **Social Distancing Requirements** as defined in Section 1, to the extent possible. This also includes wired telecommunication carriers, wireless telecommunications carriers (except satellite), telecommunications resellers (except retailers selling devices at physical locations are not permitted), satellite telecommunications, cable and other program distribution, other telecommunications, data processing, hosting and related services, and other information services.

ii. The following types of construction activities are permitted to include but not be limited to the following: residential and commercial construction, non-residential building construction, heavy and civil engineering, foundation, structure, and building exterior contractors, building equipment contractors, and building finishing contractors. This Directive shall not be construed to hinder the ability of the industries identified in the U.S. Department of Homeland Security Cyber and Infrastructure Security Agency's (“CISA”) Essential Critical Infrastructure Workforce Memorandum dated March 19, 2020 to continue their operation appropriately modified to account for CDC workforce and consumer protection guidance, and the list of industries identified on that memorandum is incorporated here by reference.

All employers involved in construction activity must institute or comply with following at all job sites:

- a) Comply with Social Distancing Requirements;
- b) Institute staggered shifts;
- c) Provide one (1) working flushing toilet for every fifteen (15) workers on site or one (1) outdoor portable toilet for every ten (10) workers on site;
- d) Provide onsite handwashing stations and portable restrooms stocked with hand soap and/or hand sanitizer with at least 60% alcohol;
- e) Mandate handwashing of at least twenty (20) seconds for workers during the following:
 - 1. Before workers begin work;
 - 2. After workers remove gloves;
 - 3. Before and after the use of shared items such as tools or multi-user devices;
 - 4. Before and after any meal or restroom breaks; and
 - 5. After a worker's shift or work time ends.
- f) Provide mandatory rest breaks of at least fifteen (15) minutes for every four (4) hours worked so workers may follow hygiene guidelines;
- g) Take no adverse action against an employee who has been quarantined, or advised to self-quarantine, due to possible exposure to coronavirus;
- h) Perform mandatory temperature checks before a worker leaves home. If a worker has a fever of greater than 100 degrees Fahrenheit, then they are prohibited from going to work and must remain at home;
- i) Limit crossover of subcontractors;
- j) Prohibit gatherings during meals or breaks;
- k) Keep a 6 foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the workers;
- l) Do not use a common water cooler. Provide individual water bottles or instruct workers to bring their own;
- m) Allow non-essential personnel to work from home when possible; and
- n) Designate a COVID-19 safety monitor on each site who has the authority to enforce these provisions.
- o) If possible, provide OSHA's COVID-19 training to all employees.

NOTE: FOR COMPLETE DOCUMENT VISIT: https://elpasoheraldpost.com/wp-content/uploads/2020/04/AMENDMENT-TO-LOCAL-EMERGENCY-DIRECTIVE_ENGLISH.pdf



CITY OF EL PASO - STREETCAR
TRACK ACCESS PERMIT
CSSN22-00005

Permitee:

NICOLAS VALDES
801 TEXAS AVE. EL PASO, TX
79905

On-Site POC:

CARLOS RODRIGUEZ
9152245976

Issued: 09/07/2022

Permit Type: Special Event

Work Site Location: Parade will start at the corner of Texas Ave. and Campbell to go south to San Antonio to turn West to Mesa to go North to Main to turn East to Stanton to go South to Mills to turn East to Campbell to finish the parade back on Texas and Campbell.

Description of Permitted Work:

Celebration of lights parade 2022

Valid From: 11/19/2022

Valid To: 11/19/2022

Military Time: 12:00 - 23:59

Streetcar Notes:

YOU MUST NOTIFY STREETCAR DISPATCH 30 MINUTES PRIOR TO ENTERING RIGHT-OF WAY (ROW), AND WHEN EXITING THE ROW at (915) 212-3454 OR (915)212-3425.

*** NOTICE ***

1. PERMITTEE AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, MTD AND THE CITY'S AND MTD'S OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES, LOSS, DAMAGE, COSTS, OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES), WHETHER DIRECT OR INDIRECT, DUE TO BODILY OR PERSONAL INJURY, DEATH, SICKNESS, PROPERTY DAMAGE, OR PROPERTY LOSS ARISING OUT OF PERMITTEE'S ACTIONS, OMISSIONS, AND/OR ACTIVITIES. IN THE EVENT A THIRD PARTY MAKES A CLAIM OR FILES A LAWSUIT AGAINST THE CITY AND/OR MTD FOR ANYTHING RELATED TO PERMITTEE'S ACTIONS, OMISSIONS, OR ACTIVITIES, THE PERMITTEE SHALL DEFEND SUCH CLAIM OR LAWSUITS ON BEHALF OF THE CITY AND/OR MTD AT PERMITTEE'S SOLE COST AND EXPENSE. PERMITTEE FURTHER AGREES TO REPAIR ANY DAMAGE OR DISTURBANCE TO CITY AND/OR MTD PROPERTY CAUSED BY PERMITTEE.
2. THIS PERMIT IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE EL PASO STREETCAR TRACK ACCESS PROGRAM AND THE PERMITTEE, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL PROVISIONS OF THE TRACK ACCESS PROGRAM AND OTHER APPLICABLE CODES AND ORDINANCES INsofar AS THEY AFFECT THIS PERMIT.
3. THIS TRACK ACCESS PERMIT, APPROVED TRACK ACCESS REQUEST FORM, AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE WORK SITE OR IN THE POSSESSION OF THE ABOVE NAMED PERMITTEE UNTIL COMPLETION OF ALL WORK OR EVENT.
4. EL PASO STREETCAR MUST APPROVE ANY CHANGES IN PERMITTEE OR DEVIATION FROM APPROVED PLANS.
5. THIS PERMIT IS ONLY VALID FOR THE DATES AND TIMES SPECIFIED.
6. THIS PERMIT MAY BE REVOKED FOR VIOLATION OF ANY OF THE ABOVE PROVISIONS AND/OR ALL OTHER APPLICABLE LAWS.
7. PERMITTEE, IN ACCEPTING THIS PERMIT ACKNOWLEDGES THEY HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE, AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THE PERMIT.

Teresa Davila

Issued By: Teresa Davila



EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

Organization Information

Name of the Organization:		
City of El Paso Parks & Recreation Department		
Address:		
801 S. Texas Ave.		
City	State	Zip Code
El Paso	Texas	79902
Phone		
9152685923		
E-Mail:		
valdesnx@elpasotexas.gov		

Contact Information

Name:		
Nicolas Valdes		
Address:		
801 S. Texas Ave.		
City:	State:	Zip Code:
El Paso	Texas	79902
Phone:		
915-268-5923		
E-Mail:		
valdesnx@elpasotexas.gov		
Preferred Language:		
English ●	Español	



EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

Event Details

Name of the Event:

Winterfest Celebration of Lights Parade

Location of the Event: (Event must take place in city limits or on park grounds)

Corner of Texas Ave. and Campbell St.

City

El Paso

State

Texas

Zip Code

79901

Event Type: (Only Choose One)

Athletic Event

March

Procession

PD Escort

Bazaar

Block Party

☒ Celebration

Festival

Sidewalk Sale

Street Dance

Street Display

Other:

Target Audience: (Only Choose One)

18 Years +

21 Years +

☒ Families

Children

Teens

Does the event route or footprint cross or take place near/on Union Pacific railroad property?

Yes

☒ No

Does the event route or footprint cross or take place near/on Streetcar right-of-way?

☒ Yes

No

Does the event take place on a park?

☒ No

Yes (List Park Name):

Does your event utilize a parking lot or private property? (If yes; see additional documentation below)

No

☒ Yes (Provide Address): 401 N. Mesa

Additional Documentation

If your event will be utilizing a parking lot or private property please provide a letter on letterhead from the business manager, owner, property owner on letterhead. ***Further review will be required to ensure additional permits are not needed.**



EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

Parades Only

Where will you begin staging for your parade? (Provide the exact location)

City 3

Address:

801 Texas Ave.

City:

El Paso

State:

Texas

Zip Code:

79901

How will the parade participants be released?

All at Once

☒ In waves/groups

Turn-by-Turn Directions: (Include this on your attached route; if utilizing MapMyRun provide the map link)

Please see attachment.

Event Date(s) & Time, Traffic Control & Traffic Monitoring

Event Date		Event Time	
Start Date:	November 19, 2022	Start Time:	5:00 PM
End Date:	November 19, 2022	End Time:	8:00 PM
Traffic Control			
Start Date:	November 19, 2022	Start Time:	12:00 PM
End Date:	November 19, 2022	End Time:	10:00 PM
Traffic Monitoring			
Start Date:	November 19, 2022	Start Time:	1:00 PM
End Date:	November 19, 2022	End Time:	10:00 PM



EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

Expected Event Attendance (Whole numbers only)

Anticipated number of participants:

1150

Anticipated number of event staff/volunteers:

150

Anticipated number of vehicles:

60

Type of Vehicle: (food truck, trailer, etc.):

Float Vehicles

Anticipated number of total people attending event:

70000

How are the numbers above determined?

Jacobs' Method +/- 20%

Event Clean Up

The El Paso City Code requires applicants to clean the street, sidewalks, parks and other rights-of-way from all event litter and debris. In the event that the areas are not cleaned by the applicants, the City may perform such cleaning at a cost to the applicant. Arrangements may be made in advance to perform the cleaning, at a cost, by requesting the City Street Sweeping services below.

Who is responsible for the clean up of the event footprint? (Street, Sidewalk, Park, etc.)

Applicant	City Street Sweeping	<input checked="" type="radio"/> Downtown Management District	Third Party Service
-----------	----------------------	---	---------------------

Name and cell phone number of the on-site responsible person for clean up:

Ricardo Bustamante

915-400-2294

What is your cleaning and sanitation plan? (Be detailed)

Parks & Recreation and Streets and Maintenance Departments will clean up during and after the event. DMD cleaning crew

Will you have portable jons and/or handwashing stations? (If yes, list the company name and phone number)

No ☒ Yes: Sarabia's Portable Jons & Blue Sanitation



EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

Event Clean Up continued

How many portable jons and/or handwashing stations will you have?

Portable Jons: 65

Handwashing Stations: 20

Alcohol Sales and Consumption

Insurance and other provisions may be required when hosting, serving, consuming or selling on city right-of-way. All alcohol sales require a TABC license.

Will alcoholic beverages be sold, served or consumed at the event?

no

Will alcoholic beverages be sold, served or consumed at a city park?

no

Will alcoholic beverages be sold, served or consumed on city right-of-way?

no

Is your event BYOB?

no

ALCOHOL SALES ONLY—Trade Name of the TABC licensed applicant:

n/a

Traffic Control Plan

Traffic control is normally not required for parades; however, it may vary on a case by case basis.

Barricade Company:

TCS

Alley affected?

☒ Yes

No

Description of Closure (Name of streets that are being closed):

Campbell St. from Main St. to San Antonio St.
Mills Ave. from Virginia to Campbell
Texas Ave. from Ange to Oregon
Myrtle Ave. from Virginia to Campbell



EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

Police and Security

EPPD estimated cost for your event will be provided to you; the deposit is to be paid two (2) business days prior to your event date.

Will you be hiring the El Paso Police Department to conduct traffic control/enforcement for your event?

☒ Yes

No (Name of the licensed Texas Peace Officer Entity): EPPD

If you elected no for the question above submit a signed memo from the respective licensed Texas Peace Officer Entity on department letterhead indicating that they will be providing traffic enforcement services.

Will you be hiring security guards (armed/unarmed)?

☐ No

☒ Yes (Number of Guards): 10

Name of the Company:

Night eyes

Contact Person:

Barbara Rodriguez

Address:

2407 Yandell Dr C

City:

El Paso

State:

Texas

Zip Code:

79903

Phone Number:

(915) 351-0831

E-Mail:

nebarb01@night-eyes.com

Parking Meters

All parking meters requested for exclusive use will be bagged at 6:00AM on the start date selected; additional fees may apply.

Do you need parking meters **within the event** footprint to be bagged?

☒ Yes

☐ No



EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

Parking Meters continued

Do you need parking meters **outside the event** footprint to be bagged?

Yes

☒ No

Start Date for Meter Bagging:

November 18, 2022

End Date for Meter Bagging:

November 20, 2022

Attach the meter numbers on a separate page.

Fire & Safety

All temporary fencing, barriers and temporary structures must be detailed on the site plan. A public safety plan, crowd managers and/or fire guards may be required and must be approved by EPFD.

Will temporary fences or barriers be erected?

no

Will temporary membrane structures be erected (tents/canopies)?

no

Will stages or other structures be erected?

no

Quantity and Size of Structure(s):

n/a

Description/Purpose of Structure(s):

n/a

How will you supply power to your event?

n/a

Will the event feature or utilize fireworks/pyrotechnics?

Yes

☒ No



EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

Amplification Use

Amplification utilized during the event shall comply with the noise standards set forth in Chapter 9.40 (Noise) and 13.28			
Will your event use amplified devices, microphones, speakers, instruments?			
<input checked="" type="radio"/> Yes		No	
How many of the following will you be using?			
Microphones: 10	Speakers: 10	Amplifiers: 1	Other:
Purpose of Amplification: (Select only one)			
Announcements	<input checked="" type="radio"/> Ambience	Concert	Advertising
Location description of amplification devices:			
Parking lot on 401 N. Mesa			

Animals

Applicants are required to keep event footprint clean and free of animal excrement during the event.	
Will your event feature animals?	
<input checked="" type="radio"/> No	Yes (Breed and how many):
How will the animals be used during the event?	
Will on-site housing be provided?	
Yes	<input checked="" type="radio"/> No
If Yes, describe housing:	
n/a	

Food Sales

Health permits are to be pulled separately through the health department.



EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

Food Sales continued

Will the event feature food, beverage or merchandise vendors?

☒ Yes

No

Approximate number of food location:

18

Approximate number of beverage locations:

2

Approximate number of pre-packaged food locations:

0

Approximate number of exposed food location:

18

General Agreements

Please make sure that all required fields are filled in and/or checked. Incomplete applications will be rejected.

- ☒ I understand that at least 50% of the estimate for EPPD escort and street sweeping must be paid a minimum of 2 business days in advance prior to permit issuance or my event may be cancelled.
- ☒ I understand that at any estimate that is provided is only an approximation of the actual cost. I will be responsible for paying the full cost of the services provided to me, which may be higher than the estimates provided.
- ☒ If requesting street sweeping services: I hereby request that the City of El Paso provide the cleaning as indicated in the application and the city and its employees deem appropriate. I am obligated under the El Paso City code to keep the event footprint clean of all litter and debris; whether, caused by myself, participants or spectators to the event. I agree to pay the city for the cost of such cleaning services when I am billed within 30 days of receiving the invoice.
- ☒ I understand that the application fee is non-refundable.
- ☒ The information provided in this application as well as the supporting documents are true and correct.

Additional Documentation

Provide your legible route along with turn-by-turn directions.

Provide your legible site map.



EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

Electronic Signature & Date

eSigned via SeamlessDocs.com

Nicolas Valdes

Key: cb0d572becc1558710d1c48883b3408a

06/30/2022



ITEM 12

WinterFest Parade

CSEV22-00079

Strategic Goal 4.

Enhance El Paso's quality of life through recreational, cultural and educational



Background

State Right-of-Way Impacted:

Mesa St. between Franklin Ave. and Paisano Dr.
Texas Ave. between Oregon St. and Ange St.

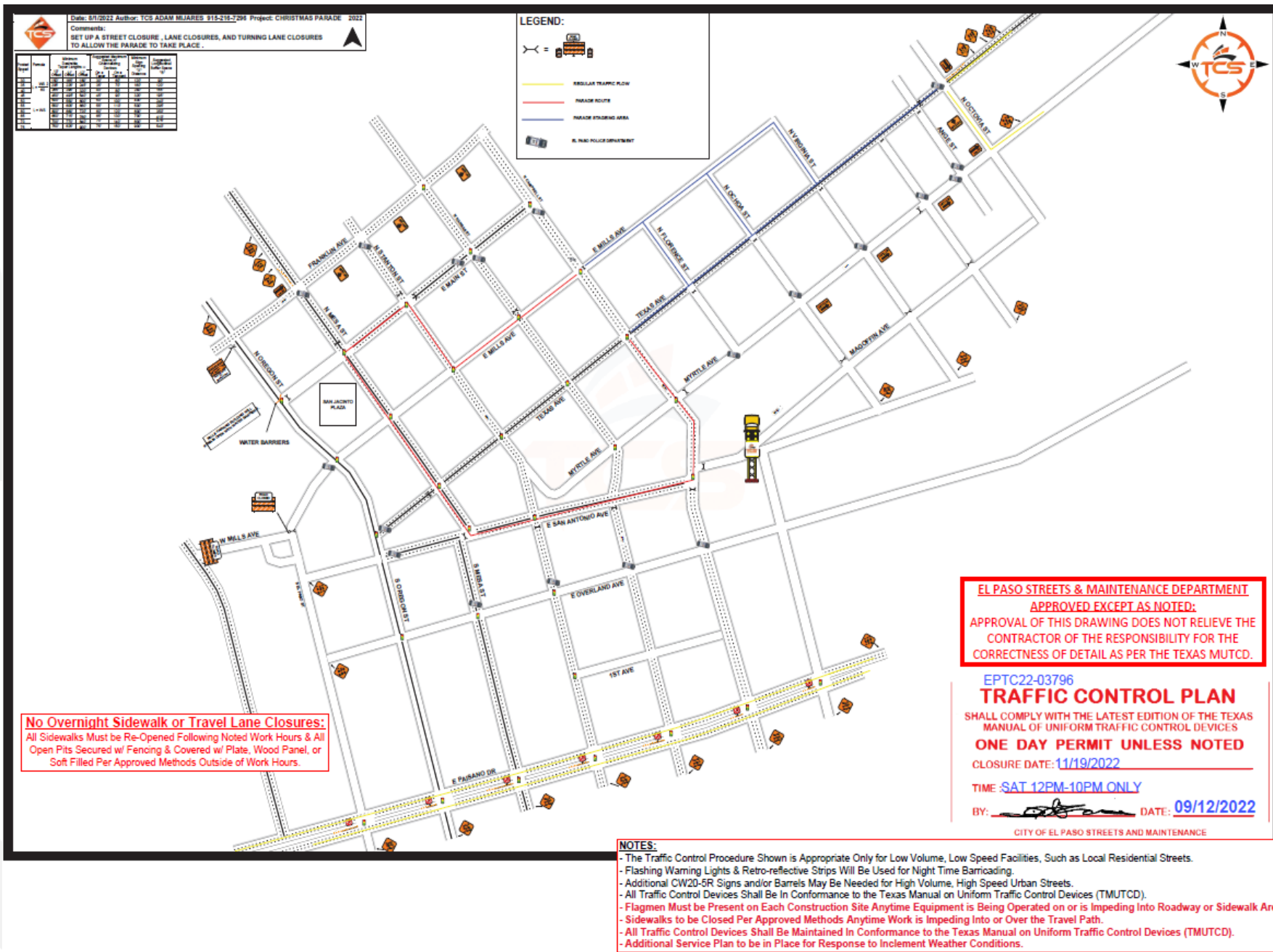
Event Dates and Times:

Saturday, November 19, 2022, at 5:00 p.m. to 8:00 p.m.

Traffic Control Dates and Times:

Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022

Saturday, November 19, 2022 12:00 p.m. to 10:00 p.m.





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 #: 22-1283, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District - Summer Sky North Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District – Summer Sky North Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

BACKGROUND / DISCUSSION:

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

The City of El Paso collects property taxes for 39 taxing jurisdictions. This agreement would add another jurisdiction to the consolidated tax collections program administered by the City of El Paso.

PRIOR COUNCIL ACTION:

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

Approval by City Council in Fiscal Year 1983/1984.

City Council approved an Amended and Restated Interlocal Agreement with each of the current 39 participating entities in 2017.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maria O. Pasillas

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

RESOLUTION

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

That the Mayor be authorized to sign a contract by and between the City of El Paso (City) and the Horizon Regional Municipal Utility District – Summer Sky North Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

APPROVED this _____ day of _____ 2022.

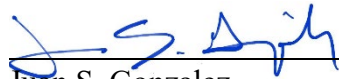
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas
City Tax Assessor Collector

THE STATE OF TEXAS	}	<p style="text-align: center;">AMENDED AND RESTATED C O N T R A C T FOR CONSOLIDATED TAX COLLECTION</p>
	}	
COUNTY OF EL PASO	}	

This Amended and Restated Contract for Consolidated Tax Collection (“Amended and Restated Contract”) made by and between the CITY OF EL PASO, TEXAS, hereinafter referred to as “City,” and COUNTY OF EL PASO; EL PASO INDEPENDENT SCHOOL DISTRICT; YSLETA INDEPENDENT SCHOOL DISTRICT; EL PASO COUNTY COMMUNITY COLLEGE DISTRICT; UNIVERSITY MEDICAL CENTER; CITY OF SOCORRO; SOCORRO INDEPENDENT SCHOOL DISTRICT; CLINT INDEPENDENT SCHOOL DISTRICT; FABENS INDEPENDENT SCHOOL DISTRICT; TOWN OF CLINT; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT; EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 1; ANTHONY INDEPENDENT SCHOOL DISTRICT; TOWN OF ANTHONY; CANUTILLO INDEPENDENT SCHOOL DISTRICT; SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT; TORNILLO INDEPENDENT SCHOOL DISTRICT; HACIENDA DEL NORTE WATER DISTRICT; LOWER VALLEY WATER DISTRICT; EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 2; EL PASO COUNTY TORNILLO WATER IMPROVEMENT DISTRICT; TOWN OF HORIZON CITY; EL PASO DOWNTOWN MANAGEMENT DISTRICT; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 10; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 3; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 11; VILLAGE OF VINTON; EL PASO COUNTY WATER CONTROL & IMPROVEMENT (FABENS) DISTRICT #4; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 2; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 5; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 6; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 7; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 8; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 9; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT #4; CITY OF SAN ELIZARIO; THE CITY OF EL PASO MUNICIPAL MANAGEMENT DISTRICT NO. 1; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – HUNT COMMUNITIES GP, LLC DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – HUNT PROPERTIES, LLC DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY – RANCHO

DESIERTO BELLO DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – RAVENNA LLC DEFINED AREA; AND HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT - SUMMER SKY NORTH DEFINED AREA or some of them and others who may join, hereinafter referred to “Entity,” or collectively as “Entities”.

WHEREAS, the Legislature of the State of Texas has enacted certain legislation empowering political subdivisions of the state to enter into contracts for the consolidated effort of assessing and collecting property taxes; and

WHEREAS, such consolidated effort in the assessment and collection of taxes is beneficial to both the City and the Entities, as well as to the general public; and

WHEREAS, the City and the Entities have entered into a contract for the City’s collection of property taxes on behalf of each Entity (“Prior Contract”) prior to the date of this Amended and Restated Contract; and

WHEREAS, the City and Entities desire to amend the Prior Contract to amend certain terms and conditions of such consolidated tax collection.

WITNESSETH:

NOW, THEREFORE, it is mutually agreed as follows:

1) SCOPE OF SERVICES. The parties agree that the City will, pursuant to the Property Tax Code, act as Assessor Collector for each Entity and determine the total assessed value and taxable value of the property taxable by the Entity, except that the County Tax Assessor Collector will continue to perform the assessing functions for the County. The parties further agree that the City will collect all taxes for the Entities on all properties within their boundaries. It is agreed that the City Tax Assessor Collector has authority to make refunds for the Entities as appropriate under Section 31.11 and Section 42.43 of the Texas Property Tax Code provided that all

refunds in excess of \$2,500 must have the approval of City Council and that each Entity will be notified of any refund for the Entity.

2) SERVICE COSTS. For the services set forth above, participating entities agree that they will pay to the City a Cost-Per- Parcel share of the City Tax Office's budget that is dedicated to provide property tax collection services to the participating Entities. The City Tax Office budget will be determined and approved by the governing body of the City of El Paso. The Cost- Per- Parcel of each Entity will be calculated annually by dividing the City Tax Office budget for property tax collections by the total number of property tax accounts of the participating Entities as determined by the El Paso Central Appraisal District. Each participating Entity will be responsible for paying each year the Cost-Per-Parcel multiplied by the total number of parcels of that participating Entity.

On or before September 1 of each year during which this Amended and Restated Contract is effective, the City will submit to each participating Entity a preliminary estimate of the Costs-Per- Parcel for the services for the following budget year. The parties agree that the consolidated effort is to their mutual benefit and to the benefit of their respective taxpayers, and also agree that the calculation of payments set forth above provides for reasonable and adequate consideration for services performed under this Amended and Restated Contract. The parties further recognize that the County Tax Assessor Collector has certain constitutional duties and functions which cannot be abrogated by contract to the City. In return for performing those necessary functions, the City agrees during the County's participation in the consolidated tax effort to reimburse to the County on a monthly basis, within 30 days after being invoiced by the County, the indirect costs and personnel costs incurred by the County Tax Assessor Collector in performance of those constitutional duties and functions. The City's costs covered by the payments set forth above shall include, but shall not

be limited to, such costs as salaries, normal travel expenditures for tax purposes, education, licenses or other fees required by the State of Texas, appropriate supplies and other items necessary for the appropriate and efficient performance of the City's duties herein.

In addition to payments set forth above, each Entity expressly agrees:

- (a) To pay the cost of reprocessing and mailing tax notices if the Entity incurs a rollback or other modification of its tax rate; and
- (b) To pay such actual costs as may be incurred by City in preparation and mailing of separate tax statements if City shall determine that such separate tax statements are necessary because Entity has failed to adopt its tax rate by September 30 of the tax year in question and thereby caused an unreasonable delay in the preparation of consolidated tax statements; and
- (c) That City shall retain any and all revenues received for the preparation and issuance of tax certificates.

The Entities, (except the County), agree to pay their respective Cost-Per-Parcel on an annual basis, within 30 days of receipt of invoice from the City. The County agrees to pay its respective share of the service costs on a monthly basis, within 30 days of receipt of invoice from the City. Such invoices shall not exceed the costs established in this Section 2.

3) ADVISORY COMMITTEE. An Advisory Committee (“Committee”) of non-elected officials formed by contract dated August 28, 1984 as amended shall continue to review all costs and make recommendations for an annual budget and monitor the general performance of

the tax collection process. An annual notice of the meeting of the Committee shall be sent by the City to all participating Entities by March 1 of each year.

The Committee is to be composed of nine (9) members: one (1) member appointed by the Mayor of the City, one (1) member appointed by the County Judge, one (1) member appointed by City Council, one (1) member appointed by County Commissioners Court, one (1) member appointed by the El Paso Independent School District, one (1) member appointed by Ysleta Independent School District, one (1) member appointed by the Socorro Independent School District, and two (2) members appointed jointly by the other Entities which are a party to this agreement. In addition, the City Tax Collector and the County Tax Assessor Collector shall serve as ex-officio members of this Committee without power to vote and shall not be counted for purposes of determining a quorum. The members shall serve four-year staggered terms, and may be reappointed. The representatives of Ysleta ISD, El Paso ISD, Socorro Independent School District, the County Judge and the Mayor shall serve on one staggered four-year cycle and the other representatives shall serve on the alternate cycle. The Committee shall elect its chairperson, meet regularly, and submit reports and recommendations to the City and the Entities. This Committee shall be advisory only, and nothing herein shall be construed to result in delegation of any decision making authority to the Committee by any of the parties. In the event any Entity specifically referenced in this paragraph shall decline to join or shall terminate while the consolidated effort continues, its appointment shall lapse. In the event an Entity not specifically referenced in this paragraph shall decline to join or terminate while the consolidated effort continues, any appointment by such Entity shall resign and a successor shall be appointed by the remaining Entities not specifically referenced in this paragraph.

4) REPORTS. The City shall provide to the Entities computer reports as provided in Attachment "A."

5) TAX NOTICES AND STATEMENTS. Tax notices and statements will be mailed in a form complying with requirements of the laws of the State of Texas, on all property accounts of the Entities by the City in an accurate and timely manner, and no later than October 15 of each year, or as provided by law. Each Entity shall submit its tax rate to the City no later than September 15 or shortly thereafter of each year; provided that if required by law, the City or County has officially calculated the Entity's effective tax rate at least 15 days prior to that date (Independent School Districts will calculate their own effective tax rates as required by law). If an Entity's tax rate has not been set by the Entity by-October 1, the Entity shall advise the City whether the mailing of statements or notices shall be delayed. If there is a delay in the mailing of the statements or notices occasioned by the conduct of any Entity, the Entity shall pay the actual cost incurred resulting from the delay, including the cost, if any, of mailing separate statements. Any delay desired by the City in mailing its own property account notices shall not be cause to delay the requirement for mailing the Entities' notices by October 15 without written permission from the Entity. Any delay in the time schedule set forth above occasioned by the Central Appraisal District shall extend each respective date by an equivalent length of time.

6) To the extent financially feasible the City shall use the most advanced and efficient methods available for the collection of taxes during the term of this contract. The procedures will be submitted to the Committee for review and recommendations. During participation by the County such procedures shall include a provision for acceptance of payments at the County Tax office and substations. Any documented shortages and/or overages in such payments to the County Tax Office will be audited and made whole by the County Tax Office. Any documented shortages

and/or overages in such payments to the City Tax Office will likewise be audited and made whole by the City Tax Office. Further, regardless of where payments are received, no Tax Certificates shall be issued, except by the City Tax Office.

The County will invoice the City and the City will reimburse the County for personnel and other costs incurred by the County in accepting and collecting property tax payments a flat rate of \$4.00 per parcel for each property tax payment the County processes. County will not include any additional expenses other than the \$4.00 per parcel flat rate in the invoices submitted to the City, unless City has previously agreed to cover the additional expense. Upon agreement of both parties, County and City may revisit and reevaluate this reimbursement plan. Any new reimbursement plan will be adopted only with the approval of both the City and County Tax Assessor Collectors.

7) DISTRIBUTION OF FUNDS. Funds will be accounted for and distributed weekly to the Entities, except during the peak period of December 15 thru January 31, during which time funds collected will be distributed no less than Monday, Wednesday and Friday of each week. The Entities will be responsible for making special arrangements whenever their normal working hours would not allow such a schedule. The funds to be accounted for will be designated as funds out of the current year of collection or for delinquent collection.

8) COLLECTION OF DELINQUENT TAXES. The City shall collect delinquent taxes for the Entities and agrees to collect all penalties, interest, and attorney's fees authorized under Texas law and all interest, penalties, and fees collected shall be forwarded to the Entities on a timely basis by electronic means or otherwise. The procedure for the collection of delinquent taxes shall be reviewed by the Committee. The City reserves the right to contract, as provided under Section

6.30 of the Texas Property Tax Code, with an attorney to collect taxes for any Entity having complied with Section 33.07 of the Texas Property Tax Code.

9) INDEMNITY. Each Entity agrees, to the extent allowed by law, to indemnify and hold harmless the City for any and all claims, liabilities, and expenses incurred as a result of that respective Entity's breach or nonperformance of this contract and its obligations or for the negligence of any officer, agent or employee of that respective Entity. The City agrees, to the extent allowed by law, to indemnify or hold harmless the Entities for any and all claims, liabilities, and expenses incurred as a result of City's breach or nonperformance of this contract and its obligations or for the negligence of any officer, agent, or employee of the City. In the event any such liability occurs, all parties agree to comply with Constitutional and Statutory requirements for the satisfaction of debts.

10) EFFECTIVE DATE. The parties agree that the commitment of each Entity one to the other is consideration for the promise to participate of each Entity to amend the 1986 contract as set forth in this Amended and Restated Agreement. The terms of the Amended and Restated Contract will become effective as to all signatories at such time as it is signed by the City following the execution of the Entities (the "Restated Effective Date").

11) RENEWAL AND TERMINATION. This contract shall be in effect for one year following the Restated Effective Date until August 31 of the first following calendar year, and shall be automatically renewed thereafter on a year to year basis and remain in effect until terminated by mutual consent of the parties or by effective written notice of any party. Notice of termination by any Entity received by the City on or before May 10 shall constitute effective notice of termination as to such Entity only, as of the following August 31. Notice of termination by the City received by one or more Entities before May 31 shall constitute effective notice as to such Entity or Entities

only as of the following August 31. The parties agree to cooperate in the process of providing or allowing access to all necessary records, data, or other information necessary for the Entities to continue the collection of taxes in another manner. The Entities shall reimburse the City for any additional costs incurred by the City in providing them with this information.

12) NOTICE. Notice to parties under this contract shall be sent by certified mail, return receipt requested, to those persons identified in Attachment "B" attached hereto and incorporated herein for all purposes and to such persons as may be identified for purposes of notice by Entities which have joined in the agreement by counterpart and may not be represented in Attachment "B."

13) SEVERABILITY. If any part of this agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

14) ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties and any prior understandings, written or oral agreements between them are merged into this agreement.

15) INSPECTION OF RECORDS. The City shall supply to all Entities a copy of the independent annual audit of the City Tax Collector. The fiscal records of the City made and kept pursuant to this agreement are available for inspection by the Entities at times mutually convenient to the City and an Entity. Any cost of such inspection shall be borne by the Entity.

16) EXECUTION. This agreement may be executed jointly or in counterpart and the authorized signature upon a counterpart of any Entity whether or not named above creates the same binding commitment between the parties as if the Entity had jointly executed this document if the counterpart is duly executed by the City.

[Signature Page to follow]

WITNESS our hands this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:




Maria O. Pasillas
City Tax Assessor Collector

ATTEST:

By:  _____

**HORIZON REGIONAL MUNICIPAL UTILITY
DISTRICT - SUMMER SKY NORTH DEFINED
AREA:**

By:  _____
Gordon Jarvis, President
Horizon Regional Municipal Utility
District – Summer Sky North
Defined Area

ATTACHMENT A

THE FOLLOWING REPORTS WILL BE AVAILABLE ON A DAILY BASIS:

1. DISTRIBUTION REPORTS:

Based on each taxing entity's pro-rata share of the taxes due, a distribution of the entity's taxes collected will be produced. A detailed listing of each payment and descriptive information about the parcel and the taxes paid can also be generated upon request.

THE FOLLOWING REPORTS WILL BE AVAILABLE ON A MONTHLY BASIS:

1. ACCOUNTS RECEIVABLE SUMMARY REPORT: The A/R Summary Report summarizes all of the tax collection activity for a particular period.
2. AUDITOR'S TRANSACTION SUMMARY: The Auditor's Transaction Summary lists the types of transactions processed in the tax collection system with the total number of transactions and total amount of money for each taxing entity.
3. LEVY CHANGES REPORT: All transactions listed in the tax collection system that cause an increase or decrease in the amount of the original levy are detailed in this report.
4. DAILY DEPOSIT RECAP REPORT: This report covers batches which have distribution dates within a selected period.
5. TOTALS BY TAX YEAR BY ENTITY REPORT: This report prints a summary of balance of accounts by year as of the date the report is run.
6. LEGAL TRANSACTIONS BY ENTITY: This report provides information on how much is owed to individual entities and the amounts owed on accounts with legal codes.

THE FOLLOWING REPORTS ARE OPTIONAL AND AVAILABLE UPON REQUEST:

1. ACCOUNTS RECEIVABLE REGISTER: The Accounts Receivable Register lists all accounts in the tax collection system. This report is generated on a quarterly basis.

ATTACHMENT A

Page 2

REPORTS AVAILABLE UPON REQUEST (Continued):

2. **TAX ROLL:** A tax roll which lists the property for each taxing entity including calculations of taxes calculated and exemptions are deducted to determine the taxes due will be made available to each taxing entity.

A taxing entity summary showing assessment data, tax date and exemption data can be generated upon request.

3. **DELINQUENT TAX ROLL:** The Delinquent Tax Roll lists all accounts that have become delinquent.
4. **LEGAL EXCEPTION REPORT:** If an account has a repayment agreement for delinquent monies, it is subject to review on a periodic basis. This report lists any account that does not show the appropriate payment has been made as per the agreement.

ATTACHMENT B
TAXING ENTITY OFFICIALS

Tomas Gonzalez
City Manager
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890
(915) 221-0023

Veronica Escobar
County Judge
County of El Paso
500 E. Overland
El Paso, Texas 79901
(915) 546-2047

Dr. William Serrata
President
El Paso County Community College District
P.O. Box 20500
El Paso, Texas 79998
(915) 775-6044

Juan E. Cabrera
Superintendent
El Paso Independent School District
P.O. Box 20100
El Paso, Texas 79998-0100
(915) 779-3781

Benny Davis
President
Horizon Regional Municipal Utility District
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Marvin McLellan
President
El Paso County Emergency Services District #1
14151 Nunda Ave.
El Paso, Texas 79927
(915) 852-3204

Dr. Steven Saldivar
Superintendent
Anthony Independent School District
840 6th Street
Anthony, Texas 79821
(915) 886-6500, ext. 6501

Mario Aguirre
President
El Paso Water Control & Improvement District #4 (Fabens)
P.O. Box 3880
Fabens, Texas 79838-3880
(915) 764-2212

Bill Adler
President
El Paso County Emergency Services District #2
P.O. Box 683
Clint, Texas 79836
(915) 851-0304

Dr. Jose Espinoza
Superintendent
Socorro Independent School District
12440 Rojas Drive
El Paso, Texas 79928
(915) 937-0013

Eldefonso "Poncho" Garcia
Superintendent
Fabens Independent School District
P.O. Box 697
Fabens, Texas 79838
(915) 764-2025

Luis Ortega
President
Paseo del Este MUD No. 10
c/o Ty Embry
816 Congress Avenue, Suite 1900
Austin, Texas 78701

Joseph S. McCandless
President
Hacienda Del Norte Water District
13931 Sagebrush RR3
El Paso, Texas 79936
(915) 526-0141

Steve Degroat
Board Chair
El Paso County Hospital District
University Medical Center of El Paso
4815 Alameda
El Paso, Texas 79905
(915) 544-1200

Sylvia Hopp
Superintendent
San Elizario Independent School District
P.O. Box 920
San Elizario, Texas 79848
(915) 872-3939

Charles Gonzalez
Mayor
Town of Clint
P.O. Box 350
Clint, Texas 79836
(915) 851-3146

Dr. Xavier De La Torre
Superintendent
Ysleta Independent School District
9600 Sims Dr.
El Paso, Texas 79925-7295
(915) 434-0000

Martin Lerma
Mayor
Town of Anthony
P.O. Box 1269
Anthony, Texas 79821
(915) 886-3944

Jamie Gallagher
President
El Paso Downtown Management District
201 E. Main Street, Suite 107
El Paso, Texas 79901
(915) 400-2294

Juan Martinez
Superintendent
Clint Independent School District
14521 Horizon Blvd.
El Paso, Texas 79928
(915) 926-4001
(915) 926-4000

Ruben Mendoza
Mayor
Town of Horizon City
14999 Darrington Road
El Paso, Texas 79927
(915) 852-1046

Dr. Pedro Galaviz
Superintendent
Canutillo Independent School District
P.O. Box 100
Canutillo, Texas 79835
(915) 877-3726

Jose Luis Soria
President
El Paso County Tornillo Water Improvement District
P.O. Box 136
Tornillo, Texas 79853
(915) 764-2966

Jose R. Soto
President
Paseo del Este MUD No. 11
c/o Ty Embry
816 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 322-5829

Jesus Ruiz
Mayor
City of Socorro
124 S. Horizon Blvd.
Socorro, Texas 79927
(915) 858-2915

Madeleine Praino
Mayor
Village of Vinton
436 East Vinton Road
Vinton, Texas 79821
(915) 886-5104

Mike McLean
President
Paseo del Este MUD No. 5
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Dr. Jeannie Meza-Chavez
Superintendent
Tornillo Independent School District
P.O. Box 170
Tornillo, Texas 79853
(915) 764-2820

Rosalinda Viil
President
Lower Valley Water District
P.O. Box 909
Clint, Texas 79836
(915) 791-4480

Doug Borret
President
Paseo del Este MUD No. 2
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Lorraine Huit
President
Paseo del Este MUD No. 6
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Tom Hansen
President
Paseo del Este MUD No. 7
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Manuel A. Quinones
President
Paseo del Este MUD No. 8
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Ken Weaver
President
Paseo del Este MUD No. 3
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Jack Holford
President
Paseo del Este MUD No. 1
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Maya Sanchez
Mayor
City of San Elizario
P.O. Box 1723
San Elizario, Texas 79849
(915) 974-8768

Elizabeth Bustamante
President
Paseo del Este MUD No. 9
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite
B-104 Austin, Texas 78759
(512) 451-6689

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Hunt Properties Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Summer Sky North Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Lori Jackson
President
Paseo del Este MUD No. 4
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Ryan Burkhardt
President
**The City of El Paso Municipal
Management District No. 1**
c/o Coats | Rose
9 Greenway Plaza, Suite 1000
Houston, Texas 77046
(713) 653-5709

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Hunt Communities GP, LLC Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Rancho Desierto Bello Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Ravenna LLC Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917



Legislation Text

File #: 22-1284, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District - Hunt Properties Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District – Hunt Properties Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

BACKGROUND / DISCUSSION:

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

The City of El Paso collects property taxes for 39 taxing jurisdictions. This agreement would add another jurisdiction to the consolidated tax collections program administered by the City of El Paso.

PRIOR COUNCIL ACTION:

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

Approval by City Council in Fiscal Year 1983/1984.

City Council approved an Amended and Restated Interlocal Agreement with each of the current 39 participating entities in 2017.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maria O. Pasillas

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

RESOLUTION

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

That the Mayor be authorized to sign a contract by and between the City of El Paso (City) and the Horizon Regional Municipal Utility District - Hunt Properties Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

APPROVED this _____ day of _____ 2022.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas
City Tax Assessor Collector

THE STATE OF TEXAS	}	AMENDED AND RESTATED C O N T R A C T FOR CONSOLIDATED TAX COLLECTION
	}	
COUNTY OF EL PASO	}	

This Amended and Restated Contract for Consolidated Tax Collection (“Amended and Restated Contract”) made by and between the CITY OF EL PASO, TEXAS, hereinafter referred to as “City,” and COUNTY OF EL PASO; EL PASO INDEPENDENT SCHOOL DISTRICT; YSLETA INDEPENDENT SCHOOL DISTRICT; EL PASO COUNTY COMMUNITY COLLEGE DISTRICT; UNIVERSITY MEDICAL CENTER; CITY OF SOCORRO; SOCORRO INDEPENDENT SCHOOL DISTRICT; CLINT INDEPENDENT SCHOOL DISTRICT; FABENS INDEPENDENT SCHOOL DISTRICT; TOWN OF CLINT; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT; EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 1; ANTHONY INDEPENDENT SCHOOL DISTRICT; TOWN OF ANTHONY; CANUTILLO INDEPENDENT SCHOOL DISTRICT; SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT; TORNILLO INDEPENDENT SCHOOL DISTRICT; HACIENDA DEL NORTE WATER DISTRICT; LOWER VALLEY WATER DISTRICT; EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 2; EL PASO COUNTY TORNILLO WATER IMPROVEMENT DISTRICT; TOWN OF HORIZON CITY; EL PASO DOWNTOWN MANAGEMENT DISTRICT; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 10; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 3; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 11; VILLAGE OF VINTON; EL PASO COUNTY WATER CONTROL & IMPROVEMENT (FABENS) DISTRICT #4; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 2; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 5; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 6; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 7; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 8; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 9; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT #4; CITY OF SAN ELIZARIO; THE CITY OF EL PASO MUNICIPAL MANAGEMENT DISTRICT NO. 1; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – HUNT COMMUNITIES GP, LLC DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – HUNT PROPERTIES, LLC DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY – RANCHO

DESIERTO BELLO DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – RAVENNA LLC DEFINED AREA; AND HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT - SUMMER SKY NORTH DEFINED AREA or some of them and others who may join, hereinafter referred to “Entity,” or collectively as “Entities”.

WHEREAS, the Legislature of the State of Texas has enacted certain legislation empowering political subdivisions of the state to enter into contracts for the consolidated effort of assessing and collecting property taxes; and

WHEREAS, such consolidated effort in the assessment and collection of taxes is beneficial to both the City and the Entities, as well as to the general public; and

WHEREAS, the City and the Entities have entered into a contract for the City’s collection of property taxes on behalf of each Entity (“Prior Contract”) prior to the date of this Amended and Restated Contract; and

WHEREAS, the City and Entities desire to amend the Prior Contract to amend certain terms and conditions of such consolidated tax collection.

WITNESSETH:

NOW, THEREFORE, it is mutually agreed as follows:

1) SCOPE OF SERVICES. The parties agree that the City will, pursuant to the Property Tax Code, act as Assessor Collector for each Entity and determine the total assessed value and taxable value of the property taxable by the Entity, except that the County Tax Assessor Collector will continue to perform the assessing functions for the County. The parties further agree that the City will collect all taxes for the Entities on all properties within their boundaries. It is agreed that the City Tax Assessor Collector has authority to make refunds for the Entities as appropriate under Section 31.11 and Section 42.43 of the Texas Property Tax Code provided that all

refunds in excess of \$2,500 must have the approval of City Council and that each Entity will be notified of any refund for the Entity.

2) SERVICE COSTS. For the services set forth above, participating entities agree that they will pay to the City a Cost-Per- Parcel share of the City Tax Office's budget that is dedicated to provide property tax collection services to the participating Entities. The City Tax Office budget will be determined and approved by the governing body of the City of El Paso. The Cost- Per- Parcel of each Entity will be calculated annually by dividing the City Tax Office budget for property tax collections by the total number of property tax accounts of the participating Entities as determined by the El Paso Central Appraisal District. Each participating Entity will be responsible for paying each year the Cost-Per-Parcel multiplied by the total number of parcels of that participating Entity.

On or before September 1 of each year during which this Amended and Restated Contract is effective, the City will submit to each participating Entity a preliminary estimate of the Costs-Per- Parcel for the services for the following budget year. The parties agree that the consolidated effort is to their mutual benefit and to the benefit of their respective taxpayers, and also agree that the calculation of payments set forth above provides for reasonable and adequate consideration for services performed under this Amended and Restated Contract. The parties further recognize that the County Tax Assessor Collector has certain constitutional duties and functions which cannot be abrogated by contract to the City. In return for performing those necessary functions, the City agrees during the County's participation in the consolidated tax effort to reimburse to the County on a monthly basis, within 30 days after being invoiced by the County, the indirect costs and personnel costs incurred by the County Tax Assessor Collector in performance of those constitutional duties and functions. The City's costs covered by the payments set forth above shall include, but shall not

be limited to, such costs as salaries, normal travel expenditures for tax purposes, education, licenses or other fees required by the State of Texas, appropriate supplies and other items necessary for the appropriate and efficient performance of the City's duties herein.

In addition to payments set forth above, each Entity expressly agrees:

- (a) To pay the cost of reprocessing and mailing tax notices if the Entity incurs a rollback or other modification of its tax rate; and
- (b) To pay such actual costs as may be incurred by City in preparation and mailing of separate tax statements if City shall determine that such separate tax statements are necessary because Entity has failed to adopt its tax rate by September 30 of the tax year in question and thereby caused an unreasonable delay in the preparation of consolidated tax statements; and
- (c) That City shall retain any and all revenues received for the preparation and issuance of tax certificates.

The Entities, (except the County), agree to pay their respective Cost-Per-Parcel on an annual basis, within 30 days of receipt of invoice from the City. The County agrees to pay its respective share of the service costs on a monthly basis, within 30 days of receipt of invoice from the City. Such invoices shall not exceed the costs established in this Section 2.

3) ADVISORY COMMITTEE. An Advisory Committee (“Committee”) of non-elected officials formed by contract dated August 28, 1984 as amended shall continue to review all costs and make recommendations for an annual budget and monitor the general performance of

the tax collection process. An annual notice of the meeting of the Committee shall be sent by the City to all participating Entities by March 1 of each year.

The Committee is to be composed of nine (9) members: one (1) member appointed by the Mayor of the City, one (1) member appointed by the County Judge, one (1) member appointed by City Council, one (1) member appointed by County Commissioners Court, one (1) member appointed by the El Paso Independent School District, one (1) member appointed by Ysleta Independent School District, one (1) member appointed by the Socorro Independent School District, and two (2) members appointed jointly by the other Entities which are a party to this agreement. In addition, the City Tax Collector and the County Tax Assessor Collector shall serve as ex-officio members of this Committee without power to vote and shall not be counted for purposes of determining a quorum. The members shall serve four-year staggered terms, and may be reappointed. The representatives of Ysleta ISD, El Paso ISD, Socorro Independent School District, the County Judge and the Mayor shall serve on one staggered four-year cycle and the other representatives shall serve on the alternate cycle. The Committee shall elect its chairperson, meet regularly, and submit reports and recommendations to the City and the Entities. This Committee shall be advisory only, and nothing herein shall be construed to result in delegation of any decision making authority to the Committee by any of the parties. In the event any Entity specifically referenced in this paragraph shall decline to join or shall terminate while the consolidated effort continues, its appointment shall lapse. In the event an Entity not specifically referenced in this paragraph shall decline to join or terminate while the consolidated effort continues, any appointment by such Entity shall resign and a successor shall be appointed by the remaining Entities not specifically referenced in this paragraph.

4) REPORTS. The City shall provide to the Entities computer reports as provided in Attachment "A."

5) TAX NOTICES AND STATEMENTS. Tax notices and statements will be mailed in a form complying with requirements of the laws of the State of Texas, on all property accounts of the Entities by the City in an accurate and timely manner, and no later than October 15 of each year, or as provided by law. Each Entity shall submit its tax rate to the City no later than September 15 or shortly thereafter of each year; provided that if required by law, the City or County has officially calculated the Entity's effective tax rate at least 15 days prior to that date (Independent School Districts will calculate their own effective tax rates as required by law). If an Entity's tax rate has not been set by the Entity by-October 1, the Entity shall advise the City whether the mailing of statements or notices shall be delayed. If there is a delay in the mailing of the statements or notices occasioned by the conduct of any Entity, the Entity shall pay the actual cost incurred resulting from the delay, including the cost, if any, of mailing separate statements. Any delay desired by the City in mailing its own property account notices shall not be cause to delay the requirement for mailing the Entities' notices by October 15 without written permission from the Entity. Any delay in the time schedule set forth above occasioned by the Central Appraisal District shall extend each respective date by an equivalent length of time.

6) To the extent financially feasible the City shall use the most advanced and efficient methods available for the collection of taxes during the term of this contract. The procedures will be submitted to the Committee for review and recommendations. During participation by the County such procedures shall include a provision for acceptance of payments at the County Tax office and substations. Any documented shortages and/or overages in such payments to the County Tax Office will be audited and made whole by the County Tax Office. Any documented shortages

and/or overages in such payments to the City Tax Office will likewise be audited and made whole by the City Tax Office. Further, regardless of where payments are received, no Tax Certificates shall be issued, except by the City Tax Office.

The County will invoice the City and the City will reimburse the County for personnel and other costs incurred by the County in accepting and collecting property tax payments a flat rate of \$4.00 per parcel for each property tax payment the County processes. County will not include any additional expenses other than the \$4.00 per parcel flat rate in the invoices submitted to the City, unless City has previously agreed to cover the additional expense. Upon agreement of both parties, County and City may revisit and reevaluate this reimbursement plan. Any new reimbursement plan will be adopted only with the approval of both the City and County Tax Assessor Collectors.

7) DISTRIBUTION OF FUNDS. Funds will be accounted for and distributed weekly to the Entities, except during the peak period of December 15 thru January 31, during which time funds collected will be distributed no less than Monday, Wednesday and Friday of each week. The Entities will be responsible for making special arrangements whenever their normal working hours would not allow such a schedule. The funds to be accounted for will be designated as funds out of the current year of collection or for delinquent collection.

8) COLLECTION OF DELINQUENT TAXES. The City shall collect delinquent taxes for the Entities and agrees to collect all penalties, interest, and attorney's fees authorized under Texas law and all interest, penalties, and fees collected shall be forwarded to the Entities on a timely basis by electronic means or otherwise. The procedure for the collection of delinquent taxes shall be reviewed by the Committee. The City reserves the right to contract, as provided under Section

6.30 of the Texas Property Tax Code, with an attorney to collect taxes for any Entity having complied with Section 33.07 of the Texas Property Tax Code.

9) INDEMNITY. Each Entity agrees, to the extent allowed by law, to indemnify and hold harmless the City for any and all claims, liabilities, and expenses incurred as a result of that respective Entity's breach or nonperformance of this contract and its obligations or for the negligence of any officer, agent or employee of that respective Entity. The City agrees, to the extent allowed by law, to indemnify or hold harmless the Entities for any and all claims, liabilities, and expenses incurred as a result of City's breach or nonperformance of this contract and its obligations or for the negligence of any officer, agent, or employee of the City. In the event any such liability occurs, all parties agree to comply with Constitutional and Statutory requirements for the satisfaction of debts.

10) EFFECTIVE DATE. The parties agree that the commitment of each Entity one to the other is consideration for the promise to participate of each Entity to amend the 1986 contract as set forth in this Amended and Restated Agreement. The terms of the Amended and Restated Contract will become effective as to all signatories at such time as it is signed by the City following the execution of the Entities (the "Restated Effective Date").

11) RENEWAL AND TERMINATION. This contract shall be in effect for one year following the Restated Effective Date until August 31 of the first following calendar year, and shall be automatically renewed thereafter on a year to year basis and remain in effect until terminated by mutual consent of the parties or by effective written notice of any party. Notice of termination by any Entity received by the City on or before May 10 shall constitute effective notice of termination as to such Entity only, as of the following August 31. Notice of termination by the City received by one or more Entities before May 31 shall constitute effective notice as to such Entity or Entities

only as of the following August 31. The parties agree to cooperate in the process of providing or allowing access to all necessary records, data, or other information necessary for the Entities to continue the collection of taxes in another manner. The Entities shall reimburse the City for any additional costs incurred by the City in providing them with this information.

12) NOTICE. Notice to parties under this contract shall be sent by certified mail, return receipt requested, to those persons identified in Attachment "B" attached hereto and incorporated herein for all purposes and to such persons as may be identified for purposes of notice by Entities which have joined in the agreement by counterpart and may not be represented in Attachment "B."

13) SEVERABILITY. If any part of this agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

14) ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties and any prior understandings, written or oral agreements between them are merged into this agreement.

15) INSPECTION OF RECORDS. The City shall supply to all Entities a copy of the independent annual audit of the City Tax Collector. The fiscal records of the City made and kept pursuant to this agreement are available for inspection by the Entities at times mutually convenient to the City and an Entity. Any cost of such inspection shall be borne by the Entity.

16) EXECUTION. This agreement may be executed jointly or in counterpart and the authorized signature upon a counterpart of any Entity whether or not named above creates the same binding commitment between the parties as if the Entity had jointly executed this document if the counterpart is duly executed by the City.

[Signature Page to follow]

WITNESS our hands this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:




Maria O. Pasillas
City Tax Assessor Collector

ATTEST:

By:  _____

**HORIZON REGIONAL MUNICIPAL UTILITY
DISTRICT - HUNT PROPERTIES DEFINED
AREA:**

By:  _____
Gordon Jarvis, President
Horizon Regional Municipal Utility
District – Hunt Properties Defined
Area

ATTACHMENT A

THE FOLLOWING REPORTS WILL BE AVAILABLE ON A DAILY BASIS:

1. DISTRIBUTION REPORTS:

Based on each taxing entity's pro-rata share of the taxes due, a distribution of the entity's taxes collected will be produced. A detailed listing of each payment and descriptive information about the parcel and the taxes paid can also be generated upon request.

THE FOLLOWING REPORTS WILL BE AVAILABLE ON A MONTHLY BASIS:

1. ACCOUNTS RECEIVABLE SUMMARY REPORT: The A/R Summary Report summarizes all of the tax collection activity for a particular period.
2. AUDITOR'S TRANSACTION SUMMARY: The Auditor's Transaction Summary lists the types of transactions processed in the tax collection system with the total number of transactions and total amount of money for each taxing entity.
3. LEVY CHANGES REPORT: All transactions listed in the tax collection system that cause an increase or decrease in the amount of the original levy are detailed in this report.
4. DAILY DEPOSIT RECAP REPORT: This report covers batches which have distribution dates within a selected period.
5. TOTALS BY TAX YEAR BY ENTITY REPORT: This report prints a summary of balance of accounts by year as of the date the report is run.
6. LEGAL TRANSACTIONS BY ENTITY: This report provides information on how much is owed to individual entities and the amounts owed on accounts with legal codes.

THE FOLLOWING REPORTS ARE OPTIONAL AND AVAILABLE UPON REQUEST:

1. ACCOUNTS RECEIVABLE REGISTER: The Accounts Receivable Register lists all accounts in the tax collection system. This report is generated on a quarterly basis.

ATTACHMENT A

Page 2

REPORTS AVAILABLE UPON REQUEST (Continued):

2. **TAX ROLL:** A tax roll which lists the property for each taxing entity including calculations of taxes calculated and exemptions are deducted to determine the taxes due will be made available to each taxing entity.

A taxing entity summary showing assessment data, tax date and exemption data can be generated upon request.

3. **DELINQUENT TAX ROLL:** The Delinquent Tax Roll lists all accounts that have become delinquent.
4. **LEGAL EXCEPTION REPORT:** If an account has a repayment agreement for delinquent monies, it is subject to review on a periodic basis. This report lists any account that does not show the appropriate payment has been made as per the agreement.

ATTACHMENT B TAXING ENTITY OFFICIALS

Tomas Gonzalez
City Manager
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890
(915) 221-0023

Veronica Escobar
County Judge
County of El Paso
500 E. Overland
El Paso, Texas 79901
(915) 546-2047

Dr. William Serrata
President
El Paso County Community College District
P.O. Box 20500
El Paso, Texas 79998
(915) 775-6044

Juan E. Cabrera
Superintendent
El Paso Independent School District
P.O. Box 20100
El Paso, Texas 79998-0100
(915) 779-3781

Benny Davis
President
Horizon Regional Municipal Utility District
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Marvin McLellan
President
El Paso County Emergency Services District #1
14151 Nunda Ave.
El Paso, Texas 79927
(915) 852-3204

Dr. Steven Saldivar
Superintendent
Anthony Independent School District
840 6th Street
Anthony, Texas 79821
(915) 886-6500, ext. 6501

Mario Aguirre
President
El Paso Water Control & Improvement District #4 (Fabens)
P.O. Box 3880
Fabens, Texas 79838-3880
(915) 764-2212

Bill Adler
President
El Paso County Emergency Services District #2
P.O. Box 683
Clint, Texas 79836
(915) 851-0304

Dr. Jose Espinoza
Superintendent
Socorro Independent School District
12440 Rojas Drive
El Paso, Texas 79928
(915) 937-0013

Eldefonso "Poncho" Garcia
Superintendent
Fabens Independent School District
P.O. Box 697
Fabens, Texas 79838
(915) 764-2025

Luis Ortega
President
Paseo del Este MUD No. 10
c/o Ty Embry
816 Congress Avenue, Suite 1900
Austin, Texas 78701

Joseph S. McCandless
President
Hacienda Del Norte Water District
13931 Sagebrush RR3
El Paso, Texas 79936
(915) 526-0141

Steve Degroat
Board Chair
El Paso County Hospital District
University Medical Center of El Paso
4815 Alameda
El Paso, Texas 79905
(915) 544-1200

Sylvia Hopp
Superintendent
San Elizario Independent School District
P.O. Box 920
San Elizario, Texas 79848
(915) 872-3939

Charles Gonzalez
Mayor
Town of Clint
P.O. Box 350
Clint, Texas 79836
(915) 851-3146

Dr. Xavier De La Torre
Superintendent
Ysleta Independent School District
9600 Sims Dr.
El Paso, Texas 79925-7295
(915) 434-0000

Martin Lerma
Mayor
Town of Anthony
P.O. Box 1269
Anthony, Texas 79821
(915) 886-3944

Jamie Gallagher
President
El Paso Downtown Management District
201 E. Main Street, Suite 107
El Paso, Texas 79901
(915) 400-2294

Juan Martinez
Superintendent
Clint Independent School District
14521 Horizon Blvd.
El Paso, Texas 79928
(915) 926-4001
(915) 926-4000

Ruben Mendoza
Mayor
Town of Horizon City
14999 Darrington Road
El Paso, Texas 79927
(915) 852-1046

Dr. Pedro Galaviz
Superintendent
Canutillo Independent School District
P.O. Box 100
Canutillo, Texas 79835
(915) 877-3726

Jose Luis Soria
President
El Paso County Tornillo Water Improvement District
P.O. Box 136
Tornillo, Texas 79853
(915) 764-2966

Jose R. Soto
President
Paseo del Este MUD No. 11
c/o Ty Embry
816 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 322-5829

Jesus Ruiz
Mayor
City of Socorro
124 S. Horizon Blvd.
Socorro, Texas 79927
(915) 858-2915

Madeleine Praino
Mayor
Village of Vinton
436 East Vinton Road
Vinton, Texas 79821
(915) 886-5104

Mike McLean
President
Paseo del Este MUD No. 5
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Dr. Jeannie Meza-Chavez
Superintendent
Tornillo Independent School District
P.O. Box 170
Tornillo, Texas 79853
(915) 764-2820

Rosalinda Viil
President
Lower Valley Water District
P.O. Box 909
Clint, Texas 79836
(915) 791-4480

Doug Borret
President
Paseo del Este MUD No. 2
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Lorraine Huit
President
Paseo del Este MUD No. 6
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Tom Hansen
President
Paseo del Este MUD No. 7
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Manuel A. Quinones
President
Paseo del Este MUD No. 8
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Ken Weaver
President
Paseo del Este MUD No. 3
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Jack Holford
President
Paseo del Este MUD No. 1
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Maya Sanchez
Mayor
City of San Elizario
P.O. Box 1723
San Elizario, Texas 79849
(915) 974-8768

Elizabeth Bustamante
President
Paseo del Este MUD No. 9
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Hunt Properties Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Summer Sky North Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Lori Jackson
President
Paseo del Este MUD No. 4
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Ryan Burkhardt
President
**The City of El Paso Municipal
Management District No. 1**
c/o Coats | Rose
9 Greenway Plaza, Suite 1000
Houston, Texas 77046
(713) 653-5709

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Hunt Communities GP, LLC Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Rancho Desierto Bello Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Ravenna LLC Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917



Legislation Text

File #: 22-1285, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District - Ravenna LLC Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District – Ravenna LLC Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

BACKGROUND / DISCUSSION:

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

The City of El Paso collects property taxes for 39 taxing jurisdictions. This agreement would add another jurisdiction to the consolidated tax collections program administered by the City of El Paso.

PRIOR COUNCIL ACTION:

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

Approval by City Council in Fiscal Year 1983/1984.

City Council approved an Amended and Restated Interlocal Agreement with each of the current 39 participating entities in 2017.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maria O. Pasillas

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

RESOLUTION

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

That the Mayor be authorized to sign a contract by and between the City of El Paso (City) and the Horizon Regional Municipal Utility District – Ravenna, LLC Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

APPROVED this _____ day of _____ 2022.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas
City Tax Assessor Collector

THE STATE OF TEXAS	}	AMENDED AND RESTATED C O N T R A C T FOR CONSOLIDATED TAX COLLECTION
	}	
COUNTY OF EL PASO	}	

This Amended and Restated Contract for Consolidated Tax Collection (“Amended and Restated Contract”) made by and between the CITY OF EL PASO, TEXAS, hereinafter referred to as “City,” and COUNTY OF EL PASO; EL PASO INDEPENDENT SCHOOL DISTRICT; YSLETA INDEPENDENT SCHOOL DISTRICT; EL PASO COUNTY COMMUNITY COLLEGE DISTRICT; UNIVERSITY MEDICAL CENTER; CITY OF SOCORRO; SOCORRO INDEPENDENT SCHOOL DISTRICT; CLINT INDEPENDENT SCHOOL DISTRICT; FABENS INDEPENDENT SCHOOL DISTRICT; TOWN OF CLINT; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT; EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 1; ANTHONY INDEPENDENT SCHOOL DISTRICT; TOWN OF ANTHONY; CANUTILLO INDEPENDENT SCHOOL DISTRICT; SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT; TORNILLO INDEPENDENT SCHOOL DISTRICT; HACIENDA DEL NORTE WATER DISTRICT; LOWER VALLEY WATER DISTRICT; EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 2; EL PASO COUNTY TORNILLO WATER IMPROVEMENT DISTRICT; TOWN OF HORIZON CITY; EL PASO DOWNTOWN MANAGEMENT DISTRICT; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 10; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 3; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 11; VILLAGE OF VINTON; EL PASO COUNTY WATER CONTROL & IMPROVEMENT (FABENS) DISTRICT #4; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 2; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 5; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 6; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 7; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 8; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 9; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT #4; CITY OF SAN ELIZARIO; THE CITY OF EL PASO MUNICIPAL MANAGEMENT DISTRICT NO. 1; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – HUNT COMMUNITIES GP, LLC DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – HUNT PROPERTIES, LLC DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY – RANCHO

DESIERTO BELLO DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – RAVENNA LLC DEFINED AREA; AND HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT - SUMMER SKY NORTH DEFINED AREA or some of them and others who may join, hereinafter referred to “Entity,” or collectively as “Entities”.

WHEREAS, the Legislature of the State of Texas has enacted certain legislation empowering political subdivisions of the state to enter into contracts for the consolidated effort of assessing and collecting property taxes; and

WHEREAS, such consolidated effort in the assessment and collection of taxes is beneficial to both the City and the Entities, as well as to the general public; and

WHEREAS, the City and the Entities have entered into a contract for the City’s collection of property taxes on behalf of each Entity (“Prior Contract”) prior to the date of this Amended and Restated Contract; and

WHEREAS, the City and Entities desire to amend the Prior Contract to amend certain terms and conditions of such consolidated tax collection.

WITNESSETH:

NOW, THEREFORE, it is mutually agreed as follows:

1) SCOPE OF SERVICES. The parties agree that the City will, pursuant to the Property Tax Code, act as Assessor Collector for each Entity and determine the total assessed value and taxable value of the property taxable by the Entity, except that the County Tax Assessor Collector will continue to perform the assessing functions for the County. The parties further agree that the City will collect all taxes for the Entities on all properties within their boundaries. It is agreed that the City Tax Assessor Collector has authority to make refunds for the Entities as appropriate under Section 31.11 and Section 42.43 of the Texas Property Tax Code provided that all

refunds in excess of \$2,500 must have the approval of City Council and that each Entity will be notified of any refund for the Entity.

2) SERVICE COSTS. For the services set forth above, participating entities agree that they will pay to the City a Cost-Per- Parcel share of the City Tax Office's budget that is dedicated to provide property tax collection services to the participating Entities. The City Tax Office budget will be determined and approved by the governing body of the City of El Paso. The Cost- Per- Parcel of each Entity will be calculated annually by dividing the City Tax Office budget for property tax collections by the total number of property tax accounts of the participating Entities as determined by the El Paso Central Appraisal District. Each participating Entity will be responsible for paying each year the Cost-Per-Parcel multiplied by the total number of parcels of that participating Entity.

On or before September 1 of each year during which this Amended and Restated Contract is effective, the City will submit to each participating Entity a preliminary estimate of the Costs-Per- Parcel for the services for the following budget year. The parties agree that the consolidated effort is to their mutual benefit and to the benefit of their respective taxpayers, and also agree that the calculation of payments set forth above provides for reasonable and adequate consideration for services performed under this Amended and Restated Contract. The parties further recognize that the County Tax Assessor Collector has certain constitutional duties and functions which cannot be abrogated by contract to the City. In return for performing those necessary functions, the City agrees during the County's participation in the consolidated tax effort to reimburse to the County on a monthly basis, within 30 days after being invoiced by the County, the indirect costs and personnel costs incurred by the County Tax Assessor Collector in performance of those constitutional duties and functions. The City's costs covered by the payments set forth above shall include, but shall not

be limited to, such costs as salaries, normal travel expenditures for tax purposes, education, licenses or other fees required by the State of Texas, appropriate supplies and other items necessary for the appropriate and efficient performance of the City's duties herein.

In addition to payments set forth above, each Entity expressly agrees:

- (a) To pay the cost of reprocessing and mailing tax notices if the Entity incurs a rollback or other modification of its tax rate; and
- (b) To pay such actual costs as may be incurred by City in preparation and mailing of separate tax statements if City shall determine that such separate tax statements are necessary because Entity has failed to adopt its tax rate by September 30 of the tax year in question and thereby caused an unreasonable delay in the preparation of consolidated tax statements; and
- (c) That City shall retain any and all revenues received for the preparation and issuance of tax certificates.

The Entities, (except the County), agree to pay their respective Cost-Per-Parcel on an annual basis, within 30 days of receipt of invoice from the City. The County agrees to pay its respective share of the service costs on a monthly basis, within 30 days of receipt of invoice from the City. Such invoices shall not exceed the costs established in this Section 2.

3) ADVISORY COMMITTEE. An Advisory Committee (“Committee”) of non-elected officials formed by contract dated August 28, 1984 as amended shall continue to review all costs and make recommendations for an annual budget and monitor the general performance of

the tax collection process. An annual notice of the meeting of the Committee shall be sent by the City to all participating Entities by March 1 of each year.

The Committee is to be composed of nine (9) members: one (1) member appointed by the Mayor of the City, one (1) member appointed by the County Judge, one (1) member appointed by City Council, one (1) member appointed by County Commissioners Court, one (1) member appointed by the El Paso Independent School District, one (1) member appointed by Ysleta Independent School District, one (1) member appointed by the Socorro Independent School District, and two (2) members appointed jointly by the other Entities which are a party to this agreement. In addition, the City Tax Collector and the County Tax Assessor Collector shall serve as ex-officio members of this Committee without power to vote and shall not be counted for purposes of determining a quorum. The members shall serve four-year staggered terms, and may be reappointed. The representatives of Ysleta ISD, El Paso ISD, Socorro Independent School District, the County Judge and the Mayor shall serve on one staggered four-year cycle and the other representatives shall serve on the alternate cycle. The Committee shall elect its chairperson, meet regularly, and submit reports and recommendations to the City and the Entities. This Committee shall be advisory only, and nothing herein shall be construed to result in delegation of any decision making authority to the Committee by any of the parties. In the event any Entity specifically referenced in this paragraph shall decline to join or shall terminate while the consolidated effort continues, its appointment shall lapse. In the event an Entity not specifically referenced in this paragraph shall decline to join or terminate while the consolidated effort continues, any appointment by such Entity shall resign and a successor shall be appointed by the remaining Entities not specifically referenced in this paragraph.

4) REPORTS. The City shall provide to the Entities computer reports as provided in Attachment "A."

5) TAX NOTICES AND STATEMENTS. Tax notices and statements will be mailed in a form complying with requirements of the laws of the State of Texas, on all property accounts of the Entities by the City in an accurate and timely manner, and no later than October 15 of each year, or as provided by law. Each Entity shall submit its tax rate to the City no later than September 15 or shortly thereafter of each year; provided that if required by law, the City or County has officially calculated the Entity's effective tax rate at least 15 days prior to that date (Independent School Districts will calculate their own effective tax rates as required by law). If an Entity's tax rate has not been set by the Entity by-October 1, the Entity shall advise the City whether the mailing of statements or notices shall be delayed. If there is a delay in the mailing of the statements or notices occasioned by the conduct of any Entity, the Entity shall pay the actual cost incurred resulting from the delay, including the cost, if any, of mailing separate statements. Any delay desired by the City in mailing its own property account notices shall not be cause to delay the requirement for mailing the Entities' notices by October 15 without written permission from the Entity. Any delay in the time schedule set forth above occasioned by the Central Appraisal District shall extend each respective date by an equivalent length of time.

6) To the extent financially feasible the City shall use the most advanced and efficient methods available for the collection of taxes during the term of this contract. The procedures will be submitted to the Committee for review and recommendations. During participation by the County such procedures shall include a provision for acceptance of payments at the County Tax office and substations. Any documented shortages and/or overages in such payments to the County Tax Office will be audited and made whole by the County Tax Office. Any documented shortages

and/or overages in such payments to the City Tax Office will likewise be audited and made whole by the City Tax Office. Further, regardless of where payments are received, no Tax Certificates shall be issued, except by the City Tax Office.

The County will invoice the City and the City will reimburse the County for personnel and other costs incurred by the County in accepting and collecting property tax payments a flat rate of \$4.00 per parcel for each property tax payment the County processes. County will not include any additional expenses other than the \$4.00 per parcel flat rate in the invoices submitted to the City, unless City has previously agreed to cover the additional expense. Upon agreement of both parties, County and City may revisit and reevaluate this reimbursement plan. Any new reimbursement plan will be adopted only with the approval of both the City and County Tax Assessor Collectors.

7) DISTRIBUTION OF FUNDS. Funds will be accounted for and distributed weekly to the Entities, except during the peak period of December 15 thru January 31, during which time funds collected will be distributed no less than Monday, Wednesday and Friday of each week. The Entities will be responsible for making special arrangements whenever their normal working hours would not allow such a schedule. The funds to be accounted for will be designated as funds out of the current year of collection or for delinquent collection.

8) COLLECTION OF DELINQUENT TAXES. The City shall collect delinquent taxes for the Entities and agrees to collect all penalties, interest, and attorney's fees authorized under Texas law and all interest, penalties, and fees collected shall be forwarded to the Entities on a timely basis by electronic means or otherwise. The procedure for the collection of delinquent taxes shall be reviewed by the Committee. The City reserves the right to contract, as provided under Section

6.30 of the Texas Property Tax Code, with an attorney to collect taxes for any Entity having complied with Section 33.07 of the Texas Property Tax Code.

9) INDEMNITY. Each Entity agrees, to the extent allowed by law, to indemnify and hold harmless the City for any and all claims, liabilities, and expenses incurred as a result of that respective Entity's breach or nonperformance of this contract and its obligations or for the negligence of any officer, agent or employee of that respective Entity. The City agrees, to the extent allowed by law, to indemnify or hold harmless the Entities for any and all claims, liabilities, and expenses incurred as a result of City's breach or nonperformance of this contract and its obligations or for the negligence of any officer, agent, or employee of the City. In the event any such liability occurs, all parties agree to comply with Constitutional and Statutory requirements for the satisfaction of debts.

10) EFFECTIVE DATE. The parties agree that the commitment of each Entity one to the other is consideration for the promise to participate of each Entity to amend the 1986 contract as set forth in this Amended and Restated Agreement. The terms of the Amended and Restated Contract will become effective as to all signatories at such time as it is signed by the City following the execution of the Entities (the "Restated Effective Date").

11) RENEWAL AND TERMINATION. This contract shall be in effect for one year following the Restated Effective Date until August 31 of the first following calendar year, and shall be automatically renewed thereafter on a year to year basis and remain in effect until terminated by mutual consent of the parties or by effective written notice of any party. Notice of termination by any Entity received by the City on or before May 10 shall constitute effective notice of termination as to such Entity only, as of the following August 31. Notice of termination by the City received by one or more Entities before May 31 shall constitute effective notice as to such Entity or Entities

only as of the following August 31. The parties agree to cooperate in the process of providing or allowing access to all necessary records, data, or other information necessary for the Entities to continue the collection of taxes in another manner. The Entities shall reimburse the City for any additional costs incurred by the City in providing them with this information.

12) NOTICE. Notice to parties under this contract shall be sent by certified mail, return receipt requested, to those persons identified in Attachment "B" attached hereto and incorporated herein for all purposes and to such persons as may be identified for purposes of notice by Entities which have joined in the agreement by counterpart and may not be represented in Attachment "B."

13) SEVERABILITY. If any part of this agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

14) ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties and any prior understandings, written or oral agreements between them are merged into this agreement.

15) INSPECTION OF RECORDS. The City shall supply to all Entities a copy of the independent annual audit of the City Tax Collector. The fiscal records of the City made and kept pursuant to this agreement are available for inspection by the Entities at times mutually convenient to the City and an Entity. Any cost of such inspection shall be borne by the Entity.

16) EXECUTION. This agreement may be executed jointly or in counterpart and the authorized signature upon a counterpart of any Entity whether or not named above creates the same binding commitment between the parties as if the Entity had jointly executed this document if the counterpart is duly executed by the City.

[Signature Page to follow]

WITNESS our hands this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:




Maria O. Pasillas
City Tax Assessor Collector

ATTEST:

By:  _____

**HORIZON REGIONAL MUNICIPAL
UTILITY DISTRICT - RAVENNA LLC
DEFINED AREA:**

By:  _____
Gordon Jarvis, President
Horizon Regional Municipal Utility
District – Ravenna LLC
Defined Area

ATTACHMENT A

THE FOLLOWING REPORTS WILL BE AVAILABLE ON A DAILY BASIS:

1. DISTRIBUTION REPORTS:

Based on each taxing entity's pro-rata share of the taxes due, a distribution of the entity's taxes collected will be produced. A detailed listing of each payment and descriptive information about the parcel and the taxes paid can also be generated upon request.

THE FOLLOWING REPORTS WILL BE AVAILABLE ON A MONTHLY BASIS:

1. ACCOUNTS RECEIVABLE SUMMARY REPORT: The A/R Summary Report summarizes all of the tax collection activity for a particular period.
2. AUDITOR'S TRANSACTION SUMMARY: The Auditor's Transaction Summary lists the types of transactions processed in the tax collection system with the total number of transactions and total amount of money for each taxing entity.
3. LEVY CHANGES REPORT: All transactions listed in the tax collection system that cause an increase or decrease in the amount of the original levy are detailed in this report.
4. DAILY DEPOSIT RECAP REPORT: This report covers batches which have distribution dates within a selected period.
5. TOTALS BY TAX YEAR BY ENTITY REPORT: This report prints a summary of balance of accounts by year as of the date the report is run.
6. LEGAL TRANSACTIONS BY ENTITY: This report provides information on how much is owed to individual entities and the amounts owed on accounts with legal codes.

THE FOLLOWING REPORTS ARE OPTIONAL AND AVAILABLE UPON REQUEST:

1. ACCOUNTS RECEIVABLE REGISTER: The Accounts Receivable Register lists all accounts in the tax collection system. This report is generated on a quarterly basis.

ATTACHMENT A

Page 2

REPORTS AVAILABLE UPON REQUEST (Continued):

2. **TAX ROLL:** A tax roll which lists the property for each taxing entity including calculations of taxes calculated and exemptions are deducted to determine the taxes due will be made available to each taxing entity.

A taxing entity summary showing assessment data, tax date and exemption data can be generated upon request.

3. **DELINQUENT TAX ROLL:** The Delinquent Tax Roll lists all accounts that have become delinquent.
4. **LEGAL EXCEPTION REPORT:** If an account has a repayment agreement for delinquent monies, it is subject to review on a periodic basis. This report lists any account that does not show the appropriate payment has been made as per the agreement.

ATTACHMENT B TAXING ENTITY OFFICIALS

Tomas Gonzalez
City Manager
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890
(915) 221-0023

Veronica Escobar
County Judge
County of El Paso
500 E. Overland
El Paso, Texas 79901
(915) 546-2047

Dr. William Serrata
President
El Paso County Community College District
P.O. Box 20500
El Paso, Texas 79998
(915) 775-6044

Juan E. Cabrera
Superintendent
El Paso Independent School District
P.O. Box 20100
El Paso, Texas 79998-0100
(915) 779-3781

Benny Davis
President
Horizon Regional Municipal Utility District
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Marvin McLellan
President
El Paso County Emergency Services District #1
14151 Nunda Ave.
El Paso, Texas 79927
(915) 852-3204

Dr. Steven Saldivar
Superintendent
Anthony Independent School District
840 6th Street
Anthony, Texas 79821
(915) 886-6500, ext. 6501

Mario Aguirre
President
El Paso Water Control & Improvement District #4 (Fabens)
P.O. Box 3880
Fabens, Texas 79838-3880
(915) 764-2212

Bill Adler
President
El Paso County Emergency Services District #2
P.O. Box 683
Clint, Texas 79836
(915) 851-0304

Dr. Jose Espinoza
Superintendent
Socorro Independent School District
12440 Rojas Drive
El Paso, Texas 79928
(915) 937-0013

Eldefonso "Poncho" Garcia
Superintendent
Fabens Independent School District
P.O. Box 697
Fabens, Texas 79838
(915) 764-2025

Luis Ortega
President
Paseo del Este MUD No. 10
c/o Ty Embry
816 Congress Avenue, Suite 1900
Austin, Texas 78701

Joseph S. McCandless
President
Hacienda Del Norte Water District
13931 Sagebrush RR3
El Paso, Texas 79936
(915) 526-0141

Steve Degroat
Board Chair
El Paso County Hospital District
University Medical Center of El Paso
4815 Alameda
El Paso, Texas 79905
(915) 544-1200

Sylvia Hopp
Superintendent
San Elizario Independent School District
P.O. Box 920
San Elizario, Texas 79848
(915) 872-3939

Charles Gonzalez
Mayor
Town of Clint
P.O. Box 350
Clint, Texas 79836
(915) 851-3146

Dr. Xavier De La Torre
Superintendent
Ysleta Independent School District
9600 Sims Dr.
El Paso, Texas 79925-7295
(915) 434-0000

Martin Lerma
Mayor
Town of Anthony
P.O. Box 1269
Anthony, Texas 79821
(915) 886-3944

Jamie Gallagher
President
El Paso Downtown Management District
201 E. Main Street, Suite 107
El Paso, Texas 79901
(915) 400-2294

Juan Martinez
Superintendent
Clint Independent School District
14521 Horizon Blvd.
El Paso, Texas 79928
(915) 926-4001
(915) 926-4000

Ruben Mendoza
Mayor
Town of Horizon City
14999 Darrington Road
El Paso, Texas 79927
(915) 852-1046

Dr. Pedro Galaviz
Superintendent
Canutillo Independent School District
P.O. Box 100
Canutillo, Texas 79835
(915) 877-3726

Jose Luis Soria
President
El Paso County Tornillo Water Improvement District
P.O. Box 136
Tornillo, Texas 79853
(915) 764-2966

Jose R. Soto
President
Paseo del Este MUD No. 11
c/o Ty Embry
816 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 322-5829

Jesus Ruiz
Mayor
City of Socorro
124 S. Horizon Blvd.
Socorro, Texas 79927
(915) 858-2915

Madeleine Praino
Mayor
Village of Vinton
436 East Vinton Road
Vinton, Texas 79821
(915) 886-5104

Mike McLean
President
Paseo del Este MUD No. 5
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Dr. Jeannie Meza-Chavez
Superintendent
Tornillo Independent School District
P.O. Box 170
Tornillo, Texas 79853
(915) 764-2820

Rosalinda Viil
President
Lower Valley Water District
P.O. Box 909
Clint, Texas 79836
(915) 791-4480

Doug Borret
President
Paseo del Este MUD No. 2
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Lorraine Huit
President
Paseo del Este MUD No. 6
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Tom Hansen
President
Paseo del Este MUD No. 7
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Manuel A. Quinones
President
Paseo del Este MUD No. 8
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Ken Weaver
President
Paseo del Este MUD No. 3
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Jack Holford
President
Paseo del Este MUD No. 1
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Maya Sanchez
Mayor
City of San Elizario
P.O. Box 1723
San Elizario, Texas 79849
(915) 974-8768

Elizabeth Bustamante
President
Paseo del Este MUD No. 9
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Hunt Properties Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Summer Sky North Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Lori Jackson
President
Paseo del Este MUD No. 4
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Ryan Burkhardt
President
**The City of El Paso Municipal
Management District No. 1**
c/o Coats | Rose
9 Greenway Plaza, Suite 1000
Houston, Texas 77046
(713) 653-5709

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Hunt Communities GP, LLC Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Rancho Desierto Bello Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Ravenna LLC Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917



Legislation Text

File #: 22-1286, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District - Rancho Desierto Bello Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District – Rancho Desierto Bello Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

BACKGROUND / DISCUSSION:

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

The City of El Paso collects property taxes for 39 taxing jurisdictions. This agreement would add another jurisdiction to the consolidated tax collections program administered by the City of El Paso.

PRIOR COUNCIL ACTION:

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

Approval by City Council in Fiscal Year 1983/1984.

City Council approved an Amended and Restated Interlocal Agreement with each of the current 39 participating entities in 2017.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maria O. Pasillas

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

RESOLUTION

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

That the Mayor be authorized to sign a contract by and between the City of El Paso (City) and the Horizon Regional Municipal Utility District – Rancho Desierto Bello Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

APPROVED this _____ day of _____ 2022.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas
City Tax Assessor Collector

THE STATE OF TEXAS	}	AMENDED AND RESTATED C O N T R A C T FOR CONSOLIDATED TAX COLLECTION
	}	
COUNTY OF EL PASO	}	

This Amended and Restated Contract for Consolidated Tax Collection (“Amended and Restated Contract”) made by and between the CITY OF EL PASO, TEXAS, hereinafter referred to as “City,” and COUNTY OF EL PASO; EL PASO INDEPENDENT SCHOOL DISTRICT; YSLETA INDEPENDENT SCHOOL DISTRICT; EL PASO COUNTY COMMUNITY COLLEGE DISTRICT; UNIVERSITY MEDICAL CENTER; CITY OF SOCORRO; SOCORRO INDEPENDENT SCHOOL DISTRICT; CLINT INDEPENDENT SCHOOL DISTRICT; FABENS INDEPENDENT SCHOOL DISTRICT; TOWN OF CLINT; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT; EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 1; ANTHONY INDEPENDENT SCHOOL DISTRICT; TOWN OF ANTHONY; CANUTILLO INDEPENDENT SCHOOL DISTRICT; SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT; TORNILLO INDEPENDENT SCHOOL DISTRICT; HACIENDA DEL NORTE WATER DISTRICT; LOWER VALLEY WATER DISTRICT; EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 2; EL PASO COUNTY TORNILLO WATER IMPROVEMENT DISTRICT; TOWN OF HORIZON CITY; EL PASO DOWNTOWN MANAGEMENT DISTRICT; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 10; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 3; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 11; VILLAGE OF VINTON; EL PASO COUNTY WATER CONTROL & IMPROVEMENT (FABENS) DISTRICT #4; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 2; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 5; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 6; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 7; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 8; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 9; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT #4; CITY OF SAN ELIZARIO; THE CITY OF EL PASO MUNICIPAL MANAGEMENT DISTRICT NO. 1; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – HUNT COMMUNITIES GP, LLC DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – HUNT PROPERTIES, LLC DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY – RANCHO

DESIERTO BELLO DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – RAVENNA LLC DEFINED AREA; AND HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT - SUMMER SKY NORTH DEFINED AREA or some of them and others who may join, hereinafter referred to “Entity,” or collectively as “Entities”.

WHEREAS, the Legislature of the State of Texas has enacted certain legislation empowering political subdivisions of the state to enter into contracts for the consolidated effort of assessing and collecting property taxes; and

WHEREAS, such consolidated effort in the assessment and collection of taxes is beneficial to both the City and the Entities, as well as to the general public; and

WHEREAS, the City and the Entities have entered into a contract for the City’s collection of property taxes on behalf of each Entity (“Prior Contract”) prior to the date of this Amended and Restated Contract; and

WHEREAS, the City and Entities desire to amend the Prior Contract to amend certain terms and conditions of such consolidated tax collection.

WITNESSETH:

NOW, THEREFORE, it is mutually agreed as follows:

1) SCOPE OF SERVICES. The parties agree that the City will, pursuant to the Property Tax Code, act as Assessor Collector for each Entity and determine the total assessed value and taxable value of the property taxable by the Entity, except that the County Tax Assessor Collector will continue to perform the assessing functions for the County. The parties further agree that the City will collect all taxes for the Entities on all properties within their boundaries. It is agreed that the City Tax Assessor Collector has authority to make refunds for the Entities as appropriate under Section 31.11 and Section 42.43 of the Texas Property Tax Code provided that all

refunds in excess of \$2,500 must have the approval of City Council and that each Entity will be notified of any refund for the Entity.

2) SERVICE COSTS. For the services set forth above, participating entities agree that they will pay to the City a Cost-Per- Parcel share of the City Tax Office's budget that is dedicated to provide property tax collection services to the participating Entities. The City Tax Office budget will be determined and approved by the governing body of the City of El Paso. The Cost- Per- Parcel of each Entity will be calculated annually by dividing the City Tax Office budget for property tax collections by the total number of property tax accounts of the participating Entities as determined by the El Paso Central Appraisal District. Each participating Entity will be responsible for paying each year the Cost-Per-Parcel multiplied by the total number of parcels of that participating Entity.

On or before September 1 of each year during which this Amended and Restated Contract is effective, the City will submit to each participating Entity a preliminary estimate of the Costs-Per- Parcel for the services for the following budget year. The parties agree that the consolidated effort is to their mutual benefit and to the benefit of their respective taxpayers, and also agree that the calculation of payments set forth above provides for reasonable and adequate consideration for services performed under this Amended and Restated Contract. The parties further recognize that the County Tax Assessor Collector has certain constitutional duties and functions which cannot be abrogated by contract to the City. In return for performing those necessary functions, the City agrees during the County's participation in the consolidated tax effort to reimburse to the County on a monthly basis, within 30 days after being invoiced by the County, the indirect costs and personnel costs incurred by the County Tax Assessor Collector in performance of those constitutional duties and functions. The City's costs covered by the payments set forth above shall include, but shall not

be limited to, such costs as salaries, normal travel expenditures for tax purposes, education, licenses or other fees required by the State of Texas, appropriate supplies and other items necessary for the appropriate and efficient performance of the City's duties herein.

In addition to payments set forth above, each Entity expressly agrees:

- (a) To pay the cost of reprocessing and mailing tax notices if the Entity incurs a rollback or other modification of its tax rate; and
- (b) To pay such actual costs as may be incurred by City in preparation and mailing of separate tax statements if City shall determine that such separate tax statements are necessary because Entity has failed to adopt its tax rate by September 30 of the tax year in question and thereby caused an unreasonable delay in the preparation of consolidated tax statements; and
- (c) That City shall retain any and all revenues received for the preparation and issuance of tax certificates.

The Entities, (except the County), agree to pay their respective Cost-Per-Parcel on an annual basis, within 30 days of receipt of invoice from the City. The County agrees to pay its respective share of the service costs on a monthly basis, within 30 days of receipt of invoice from the City. Such invoices shall not exceed the costs established in this Section 2.

3) ADVISORY COMMITTEE. An Advisory Committee (“Committee”) of non-elected officials formed by contract dated August 28, 1984 as amended shall continue to review all costs and make recommendations for an annual budget and monitor the general performance of

the tax collection process. An annual notice of the meeting of the Committee shall be sent by the City to all participating Entities by March 1 of each year.

The Committee is to be composed of nine (9) members: one (1) member appointed by the Mayor of the City, one (1) member appointed by the County Judge, one (1) member appointed by City Council, one (1) member appointed by County Commissioners Court, one (1) member appointed by the El Paso Independent School District, one (1) member appointed by Ysleta Independent School District, one (1) member appointed by the Socorro Independent School District, and two (2) members appointed jointly by the other Entities which are a party to this agreement. In addition, the City Tax Collector and the County Tax Assessor Collector shall serve as ex-officio members of this Committee without power to vote and shall not be counted for purposes of determining a quorum. The members shall serve four-year staggered terms, and may be reappointed. The representatives of Ysleta ISD, El Paso ISD, Socorro Independent School District, the County Judge and the Mayor shall serve on one staggered four-year cycle and the other representatives shall serve on the alternate cycle. The Committee shall elect its chairperson, meet regularly, and submit reports and recommendations to the City and the Entities. This Committee shall be advisory only, and nothing herein shall be construed to result in delegation of any decision making authority to the Committee by any of the parties. In the event any Entity specifically referenced in this paragraph shall decline to join or shall terminate while the consolidated effort continues, its appointment shall lapse. In the event an Entity not specifically referenced in this paragraph shall decline to join or terminate while the consolidated effort continues, any appointment by such Entity shall resign and a successor shall be appointed by the remaining Entities not specifically referenced in this paragraph.

4) REPORTS. The City shall provide to the Entities computer reports as provided in Attachment "A."

5) TAX NOTICES AND STATEMENTS. Tax notices and statements will be mailed in a form complying with requirements of the laws of the State of Texas, on all property accounts of the Entities by the City in an accurate and timely manner, and no later than October 15 of each year, or as provided by law. Each Entity shall submit its tax rate to the City no later than September 15 or shortly thereafter of each year; provided that if required by law, the City or County has officially calculated the Entity's effective tax rate at least 15 days prior to that date (Independent School Districts will calculate their own effective tax rates as required by law). If an Entity's tax rate has not been set by the Entity by-October 1, the Entity shall advise the City whether the mailing of statements or notices shall be delayed. If there is a delay in the mailing of the statements or notices occasioned by the conduct of any Entity, the Entity shall pay the actual cost incurred resulting from the delay, including the cost, if any, of mailing separate statements. Any delay desired by the City in mailing its own property account notices shall not be cause to delay the requirement for mailing the Entities' notices by October 15 without written permission from the Entity. Any delay in the time schedule set forth above occasioned by the Central Appraisal District shall extend each respective date by an equivalent length of time.

6) To the extent financially feasible the City shall use the most advanced and efficient methods available for the collection of taxes during the term of this contract. The procedures will be submitted to the Committee for review and recommendations. During participation by the County such procedures shall include a provision for acceptance of payments at the County Tax office and substations. Any documented shortages and/or overages in such payments to the County Tax Office will be audited and made whole by the County Tax Office. Any documented shortages

and/or overages in such payments to the City Tax Office will likewise be audited and made whole by the City Tax Office. Further, regardless of where payments are received, no Tax Certificates shall be issued, except by the City Tax Office.

The County will invoice the City and the City will reimburse the County for personnel and other costs incurred by the County in accepting and collecting property tax payments a flat rate of \$4.00 per parcel for each property tax payment the County processes. County will not include any additional expenses other than the \$4.00 per parcel flat rate in the invoices submitted to the City, unless City has previously agreed to cover the additional expense. Upon agreement of both parties, County and City may revisit and reevaluate this reimbursement plan. Any new reimbursement plan will be adopted only with the approval of both the City and County Tax Assessor Collectors.

7) DISTRIBUTION OF FUNDS. Funds will be accounted for and distributed weekly to the Entities, except during the peak period of December 15 thru January 31, during which time funds collected will be distributed no less than Monday, Wednesday and Friday of each week. The Entities will be responsible for making special arrangements whenever their normal working hours would not allow such a schedule. The funds to be accounted for will be designated as funds out of the current year of collection or for delinquent collection.

8) COLLECTION OF DELINQUENT TAXES. The City shall collect delinquent taxes for the Entities and agrees to collect all penalties, interest, and attorney's fees authorized under Texas law and all interest, penalties, and fees collected shall be forwarded to the Entities on a timely basis by electronic means or otherwise. The procedure for the collection of delinquent taxes shall be reviewed by the Committee. The City reserves the right to contract, as provided under Section

6.30 of the Texas Property Tax Code, with an attorney to collect taxes for any Entity having complied with Section 33.07 of the Texas Property Tax Code.

9) INDEMNITY. Each Entity agrees, to the extent allowed by law, to indemnify and hold harmless the City for any and all claims, liabilities, and expenses incurred as a result of that respective Entity's breach or nonperformance of this contract and its obligations or for the negligence of any officer, agent or employee of that respective Entity. The City agrees, to the extent allowed by law, to indemnify or hold harmless the Entities for any and all claims, liabilities, and expenses incurred as a result of City's breach or nonperformance of this contract and its obligations or for the negligence of any officer, agent, or employee of the City. In the event any such liability occurs, all parties agree to comply with Constitutional and Statutory requirements for the satisfaction of debts.

10) EFFECTIVE DATE. The parties agree that the commitment of each Entity one to the other is consideration for the promise to participate of each Entity to amend the 1986 contract as set forth in this Amended and Restated Agreement. The terms of the Amended and Restated Contract will become effective as to all signatories at such time as it is signed by the City following the execution of the Entities (the "Restated Effective Date").

11) RENEWAL AND TERMINATION. This contract shall be in effect for one year following the Restated Effective Date until August 31 of the first following calendar year, and shall be automatically renewed thereafter on a year to year basis and remain in effect until terminated by mutual consent of the parties or by effective written notice of any party. Notice of termination by any Entity received by the City on or before May 10 shall constitute effective notice of termination as to such Entity only, as of the following August 31. Notice of termination by the City received by one or more Entities before May 31 shall constitute effective notice as to such Entity or Entities

only as of the following August 31. The parties agree to cooperate in the process of providing or allowing access to all necessary records, data, or other information necessary for the Entities to continue the collection of taxes in another manner. The Entities shall reimburse the City for any additional costs incurred by the City in providing them with this information.

12) NOTICE. Notice to parties under this contract shall be sent by certified mail, return receipt requested, to those persons identified in Attachment "B" attached hereto and incorporated herein for all purposes and to such persons as may be identified for purposes of notice by Entities which have joined in the agreement by counterpart and may not be represented in Attachment "B."

13) SEVERABILITY. If any part of this agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

14) ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties and any prior understandings, written or oral agreements between them are merged into this agreement.

15) INSPECTION OF RECORDS. The City shall supply to all Entities a copy of the independent annual audit of the City Tax Collector. The fiscal records of the City made and kept pursuant to this agreement are available for inspection by the Entities at times mutually convenient to the City and an Entity. Any cost of such inspection shall be borne by the Entity.

16) EXECUTION. This agreement may be executed jointly or in counterpart and the authorized signature upon a counterpart of any Entity whether or not named above creates the same binding commitment between the parties as if the Entity had jointly executed this document if the counterpart is duly executed by the City.

[Signature Page to follow]

WITNESS our hands this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:




Maria O. Pasillas
City Tax Assessor Collector

ATTEST:

By: 

**HORIZON REGIONAL MUNICIPAL UTILITY
DISTRICT - RANCHO DESIERTO BELLO
DEFINED AREA:**

By: 
Gordon Jarvis, President
Horizon Regional Municipal Utility
District – Rancho Desierto Bello
Defined Area

ATTACHMENT A

THE FOLLOWING REPORTS WILL BE AVAILABLE ON A DAILY BASIS:

1. DISTRIBUTION REPORTS:

Based on each taxing entity's pro-rata share of the taxes due, a distribution of the entity's taxes collected will be produced. A detailed listing of each payment and descriptive information about the parcel and the taxes paid can also be generated upon request.

THE FOLLOWING REPORTS WILL BE AVAILABLE ON A MONTHLY BASIS:

1. ACCOUNTS RECEIVABLE SUMMARY REPORT: The A/R Summary Report summarizes all of the tax collection activity for a particular period.
2. AUDITOR'S TRANSACTION SUMMARY: The Auditor's Transaction Summary lists the types of transactions processed in the tax collection system with the total number of transactions and total amount of money for each taxing entity.
3. LEVY CHANGES REPORT: All transactions listed in the tax collection system that cause an increase or decrease in the amount of the original levy are detailed in this report.
4. DAILY DEPOSIT RECAP REPORT: This report covers batches which have distribution dates within a selected period.
5. TOTALS BY TAX YEAR BY ENTITY REPORT: This report prints a summary of balance of accounts by year as of the date the report is run.
6. LEGAL TRANSACTIONS BY ENTITY: This report provides information on how much is owed to individual entities and the amounts owed on accounts with legal codes.

THE FOLLOWING REPORTS ARE OPTIONAL AND AVAILABLE UPON REQUEST:

1. ACCOUNTS RECEIVABLE REGISTER: The Accounts Receivable Register lists all accounts in the tax collection system. This report is generated on a quarterly basis.

ATTACHMENT A

Page 2

REPORTS AVAILABLE UPON REQUEST (Continued):

2. **TAX ROLL:** A tax roll which lists the property for each taxing entity including calculations of taxes calculated and exemptions are deducted to determine the taxes due will be made available to each taxing entity.

A taxing entity summary showing assessment data, tax date and exemption data can be generated upon request.

3. **DELINQUENT TAX ROLL:** The Delinquent Tax Roll lists all accounts that have become delinquent.
4. **LEGAL EXCEPTION REPORT:** If an account has a repayment agreement for delinquent monies, it is subject to review on a periodic basis. This report lists any account that does not show the appropriate payment has been made as per the agreement.

ATTACHMENT B TAXING ENTITY OFFICIALS

Tomas Gonzalez
City Manager
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890
(915) 221-0023

Veronica Escobar
County Judge
County of El Paso
500 E. Overland
El Paso, Texas 79901
(915) 546-2047

Dr. William Serrata
President
El Paso County Community College District
P.O. Box 20500
El Paso, Texas 79998
(915) 775-6044

Juan E. Cabrera
Superintendent
El Paso Independent School District
P.O. Box 20100
El Paso, Texas 79998-0100
(915) 779-3781

Benny Davis
President
Horizon Regional Municipal Utility District
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Marvin McLellan
President
El Paso County Emergency Services District #1
14151 Nunda Ave.
El Paso, Texas 79927
(915) 852-3204

Dr. Steven Saldivar
Superintendent
Anthony Independent School District
840 6th Street
Anthony, Texas 79821
(915) 886-6500, ext. 6501

Mario Aguirre
President
El Paso Water Control & Improvement District #4 (Fabens)
P.O. Box 3880
Fabens, Texas 79838-3880
(915) 764-2212

Bill Adler
President
El Paso County Emergency Services District #2
P.O. Box 683
Clint, Texas 79836
(915) 851-0304

Dr. Jose Espinoza
Superintendent
Socorro Independent School District
12440 Rojas Drive
El Paso, Texas 79928
(915) 937-0013

Eldefonso "Poncho" Garcia
Superintendent
Fabens Independent School District
P.O. Box 697
Fabens, Texas 79838
(915) 764-2025

Luis Ortega
President
Paseo del Este MUD No. 10
c/o Ty Embry
816 Congress Avenue, Suite 1900
Austin, Texas 78701

Joseph S. McCandless
President
Hacienda Del Norte Water District
13931 Sagebrush RR3
El Paso, Texas 79936
(915) 526-0141

Steve Degroat
Board Chair
El Paso County Hospital District
University Medical Center of El Paso
4815 Alameda
El Paso, Texas 79905
(915) 544-1200

Sylvia Hopp
Superintendent
San Elizario Independent School District
P.O. Box 920
San Elizario, Texas 79848
(915) 872-3939

Charles Gonzalez
Mayor
Town of Clint
P.O. Box 350
Clint, Texas 79836
(915) 851-3146

Dr. Xavier De La Torre
Superintendent
Ysleta Independent School District
9600 Sims Dr.
El Paso, Texas 79925-7295
(915) 434-0000

Martin Lerma
Mayor
Town of Anthony
P.O. Box 1269
Anthony, Texas 79821
(915) 886-3944

Jamie Gallagher
President
El Paso Downtown Management District
201 E. Main Street, Suite 107
El Paso, Texas 79901
(915) 400-2294

Juan Martinez
Superintendent
Clint Independent School District
14521 Horizon Blvd.
El Paso, Texas 79928
(915) 926-4001
(915) 926-4000

Ruben Mendoza
Mayor
Town of Horizon City
14999 Darrington Road
El Paso, Texas 79927
(915) 852-1046

Dr. Pedro Galaviz
Superintendent
Canutillo Independent School District
P.O. Box 100
Canutillo, Texas 79835
(915) 877-3726

Jose Luis Soria
President
El Paso County Tornillo Water Improvement District
P.O. Box 136
Tornillo, Texas 79853
(915) 764-2966

Jose R. Soto
President
Paseo del Este MUD No. 11
c/o Ty Embry
816 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 322-5829

Jesus Ruiz
Mayor
City of Socorro
124 S. Horizon Blvd.
Socorro, Texas 79927
(915) 858-2915

Madeleine Praino
Mayor
Village of Vinton
436 East Vinton Road
Vinton, Texas 79821
(915) 886-5104

Mike McLean
President
Paseo del Este MUD No. 5
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Dr. Jeannie Meza-Chavez
Superintendent
Tornillo Independent School District
P.O. Box 170
Tornillo, Texas 79853
(915) 764-2820

Rosalinda Viil
President
Lower Valley Water District
P.O. Box 909
Clint, Texas 79836
(915) 791-4480

Doug Borret
President
Paseo del Este MUD No. 2
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Lorraine Huit
President
Paseo del Este MUD No. 6
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Tom Hansen
President
Paseo del Este MUD No. 7
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Manuel A. Quinones
President
Paseo del Este MUD No. 8
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Ken Weaver
President
Paseo del Este MUD No. 3
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Jack Holford
President
Paseo del Este MUD No. 1
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Maya Sanchez
Mayor
City of San Elizario
P.O. Box 1723
San Elizario, Texas 79849
(915) 974-8768

Elizabeth Bustamante
President
Paseo del Este MUD No. 9
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Hunt Properties Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Summer Sky North Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Lori Jackson
President
Paseo del Este MUD No. 4
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Ryan Burkhardt
President
**The City of El Paso Municipal
Management District No. 1**
c/o Coats | Rose
9 Greenway Plaza, Suite 1000
Houston, Texas 77046
(713) 653-5709

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Hunt Communities GP, LLC Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Rancho Desierto Bello Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Ravenna LLC Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917



Legislation Text

File #: 22-1287, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District - Hunt Communities GP, LLC Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

That the Mayor be authorized to sign a contract by and between the City of El Paso and Horizon Regional Municipal Utility District – Hunt Communities GP, LLC Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

BACKGROUND / DISCUSSION:

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

The City of El Paso collects property taxes for 39 taxing jurisdictions. This agreement would add another jurisdiction to the consolidated tax collections program administered by the City of El Paso.

PRIOR COUNCIL ACTION:

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

Approval by City Council in Fiscal Year 1983/1984.

City Council approved an Amended and Restated Interlocal Agreement with each of the current 39 participating entities in 2017.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maria O. Pasillas

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

RESOLUTION

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

That the Mayor be authorized to sign a contract by and between the City of El Paso (City) and the Horizon Regional Municipal Utility District - Hunt Communities GP, LLC Defined Area to join various other entities for whom the City acts as property tax assessor/collector.

APPROVED this _____ day of _____ 2022.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas
City Tax Assessor Collector

THE STATE OF TEXAS	}	AMENDED AND RESTATED C O N T R A C T FOR CONSOLIDATED TAX COLLECTION
	}	
COUNTY OF EL PASO	}	

This Amended and Restated Contract for Consolidated Tax Collection (“Amended and Restated Contract”) made by and between the CITY OF EL PASO, TEXAS, hereinafter referred to as “City,” and COUNTY OF EL PASO; EL PASO INDEPENDENT SCHOOL DISTRICT; YSLETA INDEPENDENT SCHOOL DISTRICT; EL PASO COUNTY COMMUNITY COLLEGE DISTRICT; UNIVERSITY MEDICAL CENTER; CITY OF SOCORRO; SOCORRO INDEPENDENT SCHOOL DISTRICT; CLINT INDEPENDENT SCHOOL DISTRICT; FABENS INDEPENDENT SCHOOL DISTRICT; TOWN OF CLINT; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT; EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 1; ANTHONY INDEPENDENT SCHOOL DISTRICT; TOWN OF ANTHONY; CANUTILLO INDEPENDENT SCHOOL DISTRICT; SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT; TORNILLO INDEPENDENT SCHOOL DISTRICT; HACIENDA DEL NORTE WATER DISTRICT; LOWER VALLEY WATER DISTRICT; EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 2; EL PASO COUNTY TORNILLO WATER IMPROVEMENT DISTRICT; TOWN OF HORIZON CITY; EL PASO DOWNTOWN MANAGEMENT DISTRICT; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 10; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 3; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 11; VILLAGE OF VINTON; EL PASO COUNTY WATER CONTROL & IMPROVEMENT (FABENS) DISTRICT #4; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 2; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 5; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 6; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 7; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 8; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 9; PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT #4; CITY OF SAN ELIZARIO; THE CITY OF EL PASO MUNICIPAL MANAGEMENT DISTRICT NO. 1; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – HUNT COMMUNITIES GP, LLC DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – HUNT PROPERTIES, LLC DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY – RANCHO

DESIERTO BELLO DEFINED AREA; HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT – RAVENNA LLC DEFINED AREA; AND HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT - SUMMER SKY NORTH DEFINED AREA or some of them and others who may join, hereinafter referred to “Entity,” or collectively as “Entities”.

WHEREAS, the Legislature of the State of Texas has enacted certain legislation empowering political subdivisions of the state to enter into contracts for the consolidated effort of assessing and collecting property taxes; and

WHEREAS, such consolidated effort in the assessment and collection of taxes is beneficial to both the City and the Entities, as well as to the general public; and

WHEREAS, the City and the Entities have entered into a contract for the City’s collection of property taxes on behalf of each Entity (“Prior Contract”) prior to the date of this Amended and Restated Contract; and

WHEREAS, the City and Entities desire to amend the Prior Contract to amend certain terms and conditions of such consolidated tax collection.

WITNESSETH:

NOW, THEREFORE, it is mutually agreed as follows:

1) SCOPE OF SERVICES. The parties agree that the City will, pursuant to the Property Tax Code, act as Assessor Collector for each Entity and determine the total assessed value and taxable value of the property taxable by the Entity, except that the County Tax Assessor Collector will continue to perform the assessing functions for the County. The parties further agree that the City will collect all taxes for the Entities on all properties within their boundaries. It is agreed that the City Tax Assessor Collector has authority to make refunds for the Entities as appropriate under Section 31.11 and Section 42.43 of the Texas Property Tax Code provided that all

refunds in excess of \$2,500 must have the approval of City Council and that each Entity will be notified of any refund for the Entity.

2) SERVICE COSTS. For the services set forth above, participating entities agree that they will pay to the City a Cost-Per- Parcel share of the City Tax Office's budget that is dedicated to provide property tax collection services to the participating Entities. The City Tax Office budget will be determined and approved by the governing body of the City of El Paso. The Cost- Per- Parcel of each Entity will be calculated annually by dividing the City Tax Office budget for property tax collections by the total number of property tax accounts of the participating Entities as determined by the El Paso Central Appraisal District. Each participating Entity will be responsible for paying each year the Cost-Per-Parcel multiplied by the total number of parcels of that participating Entity.

On or before September 1 of each year during which this Amended and Restated Contract is effective, the City will submit to each participating Entity a preliminary estimate of the Costs-Per- Parcel for the services for the following budget year. The parties agree that the consolidated effort is to their mutual benefit and to the benefit of their respective taxpayers, and also agree that the calculation of payments set forth above provides for reasonable and adequate consideration for services performed under this Amended and Restated Contract. The parties further recognize that the County Tax Assessor Collector has certain constitutional duties and functions which cannot be abrogated by contract to the City. In return for performing those necessary functions, the City agrees during the County's participation in the consolidated tax effort to reimburse to the County on a monthly basis, within 30 days after being invoiced by the County, the indirect costs and personnel costs incurred by the County Tax Assessor Collector in performance of those constitutional duties and functions. The City's costs covered by the payments set forth above shall include, but shall not

be limited to, such costs as salaries, normal travel expenditures for tax purposes, education, licenses or other fees required by the State of Texas, appropriate supplies and other items necessary for the appropriate and efficient performance of the City's duties herein.

In addition to payments set forth above, each Entity expressly agrees:

- (a) To pay the cost of reprocessing and mailing tax notices if the Entity incurs a rollback or other modification of its tax rate; and
- (b) To pay such actual costs as may be incurred by City in preparation and mailing of separate tax statements if City shall determine that such separate tax statements are necessary because Entity has failed to adopt its tax rate by September 30 of the tax year in question and thereby caused an unreasonable delay in the preparation of consolidated tax statements; and
- (c) That City shall retain any and all revenues received for the preparation and issuance of tax certificates.

The Entities, (except the County), agree to pay their respective Cost-Per-Parcel on an annual basis, within 30 days of receipt of invoice from the City. The County agrees to pay its respective share of the service costs on a monthly basis, within 30 days of receipt of invoice from the City. Such invoices shall not exceed the costs established in this Section 2.

3) ADVISORY COMMITTEE. An Advisory Committee (“Committee”) of non-elected officials formed by contract dated August 28, 1984 as amended shall continue to review all costs and make recommendations for an annual budget and monitor the general performance of

the tax collection process. An annual notice of the meeting of the Committee shall be sent by the City to all participating Entities by March 1 of each year.

The Committee is to be composed of nine (9) members: one (1) member appointed by the Mayor of the City, one (1) member appointed by the County Judge, one (1) member appointed by City Council, one (1) member appointed by County Commissioners Court, one (1) member appointed by the El Paso Independent School District, one (1) member appointed by Ysleta Independent School District, one (1) member appointed by the Socorro Independent School District, and two (2) members appointed jointly by the other Entities which are a party to this agreement. In addition, the City Tax Collector and the County Tax Assessor Collector shall serve as ex-officio members of this Committee without power to vote and shall not be counted for purposes of determining a quorum. The members shall serve four-year staggered terms, and may be reappointed. The representatives of Ysleta ISD, El Paso ISD, Socorro Independent School District, the County Judge and the Mayor shall serve on one staggered four-year cycle and the other representatives shall serve on the alternate cycle. The Committee shall elect its chairperson, meet regularly, and submit reports and recommendations to the City and the Entities. This Committee shall be advisory only, and nothing herein shall be construed to result in delegation of any decision making authority to the Committee by any of the parties. In the event any Entity specifically referenced in this paragraph shall decline to join or shall terminate while the consolidated effort continues, its appointment shall lapse. In the event an Entity not specifically referenced in this paragraph shall decline to join or terminate while the consolidated effort continues, any appointment by such Entity shall resign and a successor shall be appointed by the remaining Entities not specifically referenced in this paragraph.

4) REPORTS. The City shall provide to the Entities computer reports as provided in Attachment "A."

5) TAX NOTICES AND STATEMENTS. Tax notices and statements will be mailed in a form complying with requirements of the laws of the State of Texas, on all property accounts of the Entities by the City in an accurate and timely manner, and no later than October 15 of each year, or as provided by law. Each Entity shall submit its tax rate to the City no later than September 15 or shortly thereafter of each year; provided that if required by law, the City or County has officially calculated the Entity's effective tax rate at least 15 days prior to that date (Independent School Districts will calculate their own effective tax rates as required by law). If an Entity's tax rate has not been set by the Entity by-October 1, the Entity shall advise the City whether the mailing of statements or notices shall be delayed. If there is a delay in the mailing of the statements or notices occasioned by the conduct of any Entity, the Entity shall pay the actual cost incurred resulting from the delay, including the cost, if any, of mailing separate statements. Any delay desired by the City in mailing its own property account notices shall not be cause to delay the requirement for mailing the Entities' notices by October 15 without written permission from the Entity. Any delay in the time schedule set forth above occasioned by the Central Appraisal District shall extend each respective date by an equivalent length of time.

6) To the extent financially feasible the City shall use the most advanced and efficient methods available for the collection of taxes during the term of this contract. The procedures will be submitted to the Committee for review and recommendations. During participation by the County such procedures shall include a provision for acceptance of payments at the County Tax office and substations. Any documented shortages and/or overages in such payments to the County Tax Office will be audited and made whole by the County Tax Office. Any documented shortages

and/or overages in such payments to the City Tax Office will likewise be audited and made whole by the City Tax Office. Further, regardless of where payments are received, no Tax Certificates shall be issued, except by the City Tax Office.

The County will invoice the City and the City will reimburse the County for personnel and other costs incurred by the County in accepting and collecting property tax payments a flat rate of \$4.00 per parcel for each property tax payment the County processes. County will not include any additional expenses other than the \$4.00 per parcel flat rate in the invoices submitted to the City, unless City has previously agreed to cover the additional expense. Upon agreement of both parties, County and City may revisit and reevaluate this reimbursement plan. Any new reimbursement plan will be adopted only with the approval of both the City and County Tax Assessor Collectors.

7) DISTRIBUTION OF FUNDS. Funds will be accounted for and distributed weekly to the Entities, except during the peak period of December 15 thru January 31, during which time funds collected will be distributed no less than Monday, Wednesday and Friday of each week. The Entities will be responsible for making special arrangements whenever their normal working hours would not allow such a schedule. The funds to be accounted for will be designated as funds out of the current year of collection or for delinquent collection.

8) COLLECTION OF DELINQUENT TAXES. The City shall collect delinquent taxes for the Entities and agrees to collect all penalties, interest, and attorney's fees authorized under Texas law and all interest, penalties, and fees collected shall be forwarded to the Entities on a timely basis by electronic means or otherwise. The procedure for the collection of delinquent taxes shall be reviewed by the Committee. The City reserves the right to contract, as provided under Section

6.30 of the Texas Property Tax Code, with an attorney to collect taxes for any Entity having complied with Section 33.07 of the Texas Property Tax Code.

9) INDEMNITY. Each Entity agrees, to the extent allowed by law, to indemnify and hold harmless the City for any and all claims, liabilities, and expenses incurred as a result of that respective Entity's breach or nonperformance of this contract and its obligations or for the negligence of any officer, agent or employee of that respective Entity. The City agrees, to the extent allowed by law, to indemnify or hold harmless the Entities for any and all claims, liabilities, and expenses incurred as a result of City's breach or nonperformance of this contract and its obligations or for the negligence of any officer, agent, or employee of the City. In the event any such liability occurs, all parties agree to comply with Constitutional and Statutory requirements for the satisfaction of debts.

10) EFFECTIVE DATE. The parties agree that the commitment of each Entity one to the other is consideration for the promise to participate of each Entity to amend the 1986 contract as set forth in this Amended and Restated Agreement. The terms of the Amended and Restated Contract will become effective as to all signatories at such time as it is signed by the City following the execution of the Entities (the "Restated Effective Date").

11) RENEWAL AND TERMINATION. This contract shall be in effect for one year following the Restated Effective Date until August 31 of the first following calendar year, and shall be automatically renewed thereafter on a year to year basis and remain in effect until terminated by mutual consent of the parties or by effective written notice of any party. Notice of termination by any Entity received by the City on or before May 10 shall constitute effective notice of termination as to such Entity only, as of the following August 31. Notice of termination by the City received by one or more Entities before May 31 shall constitute effective notice as to such Entity or Entities

only as of the following August 31. The parties agree to cooperate in the process of providing or allowing access to all necessary records, data, or other information necessary for the Entities to continue the collection of taxes in another manner. The Entities shall reimburse the City for any additional costs incurred by the City in providing them with this information.

12) NOTICE. Notice to parties under this contract shall be sent by certified mail, return receipt requested, to those persons identified in Attachment "B" attached hereto and incorporated herein for all purposes and to such persons as may be identified for purposes of notice by Entities which have joined in the agreement by counterpart and may not be represented in Attachment "B."

13) SEVERABILITY. If any part of this agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

14) ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties and any prior understandings, written or oral agreements between them are merged into this agreement.

15) INSPECTION OF RECORDS. The City shall supply to all Entities a copy of the independent annual audit of the City Tax Collector. The fiscal records of the City made and kept pursuant to this agreement are available for inspection by the Entities at times mutually convenient to the City and an Entity. Any cost of such inspection shall be borne by the Entity.

16) EXECUTION. This agreement may be executed jointly or in counterpart and the authorized signature upon a counterpart of any Entity whether or not named above creates the same binding commitment between the parties as if the Entity had jointly executed this document if the counterpart is duly executed by the City.

[Signature Page to follow]

WITNESS our hands this _____ day of _____, 2022.


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:




Maria O. Pasillas
City Tax Assessor Collector

ATTEST:

By: 

**HORIZON REGIONAL MUNICIPAL UTILITY
DISTRICT - HUNT COMMUNITIES GP, LLC
DEFINED AREA:**

By: 
Gordon Jarvis, President
Horizon Regional Municipal Utility
District – Hunt Communities GP,
LLC Defined Area

ATTACHMENT A

THE FOLLOWING REPORTS WILL BE AVAILABLE ON A DAILY BASIS:

1. DISTRIBUTION REPORTS:

Based on each taxing entity's pro-rata share of the taxes due, a distribution of the entity's taxes collected will be produced. A detailed listing of each payment and descriptive information about the parcel and the taxes paid can also be generated upon request.

THE FOLLOWING REPORTS WILL BE AVAILABLE ON A MONTHLY BASIS:

1. ACCOUNTS RECEIVABLE SUMMARY REPORT: The A/R Summary Report summarizes all of the tax collection activity for a particular period.
2. AUDITOR'S TRANSACTION SUMMARY: The Auditor's Transaction Summary lists the types of transactions processed in the tax collection system with the total number of transactions and total amount of money for each taxing entity.
3. LEVY CHANGES REPORT: All transactions listed in the tax collection system that cause an increase or decrease in the amount of the original levy are detailed in this report.
4. DAILY DEPOSIT RECAP REPORT: This report covers batches which have distribution dates within a selected period.
5. TOTALS BY TAX YEAR BY ENTITY REPORT: This report prints a summary of balance of accounts by year as of the date the report is run.
6. LEGAL TRANSACTIONS BY ENTITY: This report provides information on how much is owed to individual entities and the amounts owed on accounts with legal codes.

THE FOLLOWING REPORTS ARE OPTIONAL AND AVAILABLE UPON REQUEST:

1. ACCOUNTS RECEIVABLE REGISTER: The Accounts Receivable Register lists all accounts in the tax collection system. This report is generated on a quarterly basis.

ATTACHMENT A

Page 2

REPORTS AVAILABLE UPON REQUEST (Continued):

2. **TAX ROLL:** A tax roll which lists the property for each taxing entity including calculations of taxes calculated and exemptions are deducted to determine the taxes due will be made available to each taxing entity.

A taxing entity summary showing assessment data, tax date and exemption data can be generated upon request.

3. **DELINQUENT TAX ROLL:** The Delinquent Tax Roll lists all accounts that have become delinquent.
4. **LEGAL EXCEPTION REPORT:** If an account has a repayment agreement for delinquent monies, it is subject to review on a periodic basis. This report lists any account that does not show the appropriate payment has been made as per the agreement.

ATTACHMENT B TAXING ENTITY OFFICIALS

Tomas Gonzalez
City Manager
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890
(915) 221-0023

Veronica Escobar
County Judge
County of El Paso
500 E. Overland
El Paso, Texas 79901
(915) 546-2047

Dr. William Serrata
President
El Paso County Community College District
P.O. Box 20500
El Paso, Texas 79998
(915) 775-6044

Juan E. Cabrera
Superintendent
El Paso Independent School District
P.O. Box 20100
El Paso, Texas 79998-0100
(915) 779-3781

Benny Davis
President
Horizon Regional Municipal Utility District
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Marvin McLellan
President
El Paso County Emergency Services District #1
14151 Nunda Ave.
El Paso, Texas 79927
(915) 852-3204

Dr. Steven Saldivar
Superintendent
Anthony Independent School District
840 6th Street
Anthony, Texas 79821
(915) 886-6500, ext. 6501

Mario Aguirre
President
El Paso Water Control & Improvement District #4 (Fabens)
P.O. Box 3880
Fabens, Texas 79838-3880
(915) 764-2212

Bill Adler
President
El Paso County Emergency Services District #2
P.O. Box 683
Clint, Texas 79836
(915) 851-0304

Dr. Jose Espinoza
Superintendent
Socorro Independent School District
12440 Rojas Drive
El Paso, Texas 79928
(915) 937-0013

Eldefonso "Poncho" Garcia
Superintendent
Fabens Independent School District
P.O. Box 697
Fabens, Texas 79838
(915) 764-2025

Luis Ortega
President
Paseo del Este MUD No. 10
c/o Ty Embry
816 Congress Avenue, Suite 1900
Austin, Texas 78701

Joseph S. McCandless
President
Hacienda Del Norte Water District
13931 Sagebrush RR3
El Paso, Texas 79936
(915) 526-0141

Steve Degroat
Board Chair
El Paso County Hospital District
University Medical Center of El Paso
4815 Alameda
El Paso, Texas 79905
(915) 544-1200

Sylvia Hopp
Superintendent
San Elizario Independent School District
P.O. Box 920
San Elizario, Texas 79848
(915) 872-3939

Charles Gonzalez
Mayor
Town of Clint
P.O. Box 350
Clint, Texas 79836
(915) 851-3146

Dr. Xavier De La Torre
Superintendent
Ysleta Independent School District
9600 Sims Dr.
El Paso, Texas 79925-7295
(915) 434-0000

Martin Lerma
Mayor
Town of Anthony
P.O. Box 1269
Anthony, Texas 79821
(915) 886-3944

Jamie Gallagher
President
El Paso Downtown Management District
201 E. Main Street, Suite 107
El Paso, Texas 79901
(915) 400-2294

Juan Martinez
Superintendent
Clint Independent School District
14521 Horizon Blvd.
El Paso, Texas 79928
(915) 926-4001
(915) 926-4000

Ruben Mendoza
Mayor
Town of Horizon City
14999 Darrington Road
El Paso, Texas 79927
(915) 852-1046

Dr. Pedro Galaviz
Superintendent
Canutillo Independent School District
P.O. Box 100
Canutillo, Texas 79835
(915) 877-3726

Jose Luis Soria
President
El Paso County Tornillo Water Improvement District
P.O. Box 136
Tornillo, Texas 79853
(915) 764-2966

Jose R. Soto
President
Paseo del Este MUD No. 11
c/o Ty Embry
816 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 322-5829

Jesus Ruiz
Mayor
City of Socorro
124 S. Horizon Blvd.
Socorro, Texas 79927
(915) 858-2915

Madeleine Praino
Mayor
Village of Vinton
436 East Vinton Road
Vinton, Texas 79821
(915) 886-5104

Mike McLean
President
Paseo del Este MUD No. 5
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Dr. Jeannie Meza-Chavez
Superintendent
Tornillo Independent School District
P.O. Box 170
Tornillo, Texas 79853
(915) 764-2820

Rosalinda Viil
President
Lower Valley Water District
P.O. Box 909
Clint, Texas 79836
(915) 791-4480

Doug Borret
President
Paseo del Este MUD No. 2
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Lorraine Huit
President
Paseo del Este MUD No. 6
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Tom Hansen
President
Paseo del Este MUD No. 7
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Manuel A. Quinones
President
Paseo del Este MUD No. 8
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Ken Weaver
President
Paseo del Este MUD No. 3
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Jack Holford
President
Paseo del Este MUD No. 1
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Maya Sanchez
Mayor
City of San Elizario
P.O. Box 1723
San Elizario, Texas 79849
(915) 974-8768

Elizabeth Bustamante
President
Paseo del Este MUD No. 9
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Hunt Properties Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Summer Sky North Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Lori Jackson
President
Paseo del Este MUD No. 4
c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759
(512) 451-6689

Ryan Burkhardt
President
**The City of El Paso Municipal
Management District No. 1**
c/o Coats | Rose
9 Greenway Plaza, Suite 1000
Houston, Texas 77046
(713) 653-5709

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Hunt Communities GP, LLC Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Rancho Desierto Bello Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917

Gordon Jarvis
President
**Horizon Regional Municipal Area District –
Ravenna LLC Defined Area**
14100 Horizon Boulevard
El Paso, Texas 79928
(915) 852-3917



Legislation Text

File #: 22-1288, 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.

Approve a Resolution that the tax roll is hereby approved and constitutes the 2022 tax roll for all entities for which the City Tax Assessor Collector collects taxes.

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

AGENDA DATE:

PUBLIC HEARING DATE: October 11, 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 a resolution that the tax roll is hereby approved and constitutes the 2022 tax roll for all entities for which the City Tax Assessor Collector collects taxes.

BACKGROUND / DISCUSSION:

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

This is the 2022 tax roll for all entities which the City Tax Assessor Collector collects taxes.

PRIOR COUNCIL ACTION:

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

City Council adopts the tax roll yearly.

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? _X_ YES ___ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maria O. Pasillas

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

RESOLUTION

WHEREAS, the Consolidated Tax Assessor/Collector of the City of El Paso (the “**City**”) has entered the amount of tax as provided by Section 26.09(e) of the Texas Tax Code in the appraisal roll, creating a tax roll for entities, for which the Consolidated Tax Assessor/Collector collects taxes, a summary of which is attached hereto and incorporated herein by reference;

WHEREAS, the tax roll for the remaining entities is on file and available for inspection in the City Tax Office; and

WHEREAS, the Consolidated Tax Assessor/Collector now submits the tax roll to the City Council for approval as the 2022 tax roll.

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

THAT the tax roll attached hereto as Attachment A is hereby approved and constitutes the 2022 tax roll for all entities for which the Consolidated Tax Assessor/Collector collects taxes.

APPROVED this _____ day of _____, 2022.

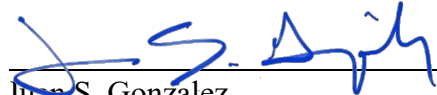
CITY OF EL PASO:

ATTEST:

Oscar Leoser
Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas
City Tax Assessor/Collector

ATTACHMENT A

**SUMMARY
OF THE
2022 PROPERTY TAX ROLL**

2022 CONSOLIDATED TAX ROLL

Jurisdiction	Unit #	Total Parcels	Gross Market Value	Net Taxable Value	2022 Levy
CITY OF EL PASO	01	240,769	60,977,168,279	45,174,365,798	389,582,826
EL PASO ISD	03	107,761	29,149,575,243	20,258,212,994	255,947,056
CITY OF SOCORRO	04	16,422	2,303,139,308	1,577,760,876	12,077,634
YSLETA ISD	05	67,566	13,911,485,238	8,518,708,484	120,479,448
EL PASO COUNTY	06	435,723	73,752,490,924	56,019,427,248	238,804,593
EP COMMUNITY COLLEGE	07	435,683	73,729,348,118	57,374,388,788	70,347,162
UNIVERSITY MEDICAL CENTER	08	435,683	73,729,348,118	57,976,120,772	136,332,498
SOCORRO ISD	09	100,172	21,215,642,083	15,051,736,934	185,731,310
CLINT ISD	10	124,497	3,092,507,504	2,056,699,919	26,655,340
FABENS ISD	11	5,383	455,349,448	255,664,189	3,287,257
TOWN OF CLINT	12	1,003	137,258,339	104,895,029	588,499
HORIZON REGIONAL MUD	14	109,286	2,571,637,571	2,041,089,545	10,430,623
EMERGENCY SERVICES DISTRICT #1	15	104,163	5,998,037,474	5,050,658,393	5,050,635
ANTHONY ISD	16	2,090	353,352,826	236,611,260	2,296,036
TOWN OF ANTHONY	17	1,879	302,194,827	241,093,864	1,687,658
CANUTILLO ISD	18	18,367	4,819,292,327	3,279,612,804	42,338,250
SAN ELIZARIO ISD	19	7,045	558,258,752	343,200,690	3,532,393
TORNILLO ISD	20	2,875	175,197,622	99,878,269	1,336,569
HACIENDAS DEL NORTE WATER DISTRICT	22	561	140,396,281	111,255,897	195,692
LOWER VALLEY WATER DISTRICT	25	38,267	4,160,752,969	3,008,698,090	4,903,215
EMERGENCY SERVICES DISTRICT #2	27	90,782	6,948,837,097	5,106,333,363	4,778,460
TORNILLO WATER DISTRICT	30	2,616	166,329,823	116,813,824	111,201
TOWN OF HORIZON CITY	31	8,969	1,648,834,348	1,271,990,831	6,670,193
DOWNTOWN MANAGEMENT DISTRICT	33	663	904,910,399	432,155,278	518,586
PASEO DEL ESTE MUD #10	34	1,400	336,198,333	273,794,210	1,902,048
PASEO DEL ESTE MUD #1	35	496	383,732,283	377,725,719	2,832,943
PASEO DEL ESTE MUD #3	36	1,363	338,176,531	289,461,904	2,089,047
PASEO DEL ESTE MUD #11	37	445	89,389,445	74,066,279	555,201
VILLAGE OF VINTON	38	1,197	208,753,552	145,646,872	1,061,957
PASEO DEL ESTE MUD #2	39	779	197,633,169	167,187,833	1,240,367
EL PASO COUNTY WCID #4	44	3,113	240,206,184	193,916,360	306,110
PASEO DEL ESTE MUD #5	49	991	231,738,261	202,423,714	1,456,236
PASEO DEL ESTE MUD #6	50	851	196,071,121	143,747,308	1,054,530
PASEO DEL ESTE MUD #7	51	1,161	105,996,234	100,371,308	702,800
PASEO DEL ESTE MUD #8	52	1,416	307,779,090	276,934,517	1,852,969
PASEO DEL ESTE MUD #9	53	1,185	265,898,148	241,616,326	1,783,853
PASEO DEL ESTE MUD #4	55	297	60,955,214	54,053,211	405,400
CITY OF SAN ELIZARIO	56	4,522	379,155,967	287,310,956	1,068,446
CITY OF EL PASO MMD #1	57	56	19,141,230	1,021,852	2,044
HMUD HUNT COMMUNITIES DA	58	606	67,272,799	65,632,562	147,673
HMUD HUNT PROPERTIES DA	59	39	6,852,461	6,413,596	14,431
HMUD RANCHO DESIERTO BELLO DA	60	270	37,571,330	36,785,577	82,768
HMUD RAVENNA DA	63	389	15,305,993	15,259,747	34,335
HMUD SUMMER SKY N DA	64	2	340,986	340,986	767
Totals					\$1,542,277,059

Source: Certified totals from CAD and TC501.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1279, 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.

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

AGENDA LANGUAGE:

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

Linda Y. Rivas to the Committee on Border Relations by Representative Peter Svarzbein, District 1.



Board Appointment Form

City Clerk

Submitted On: Oct 3, 2022, 01:43PM MDT

Appointing Office	Representative District 1
Type of Agenda	Consent
Date of Council Meeting	Tuesday, October 11, 2022
Agenda Posting Language	Appointment of Linda Y. Rivas to the Committee on Border Relations by Representative Peter Svarzbein, District 1
Name of Board/Committee/Commission	Committee on Border Relations
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Peter Svarzbein
Nominee Name	Linda Y. Rivas
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	NO
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	
Who was the last person to have held the position before it became vacant?	Maria Eugenia "Kenna" Ramirez
Incumbent Expiration Date	May 31, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	October 11, 2022
Term begins on	June 1, 2022
Expiration Date of New Appointee	May 31, 2024
Term	1st Term
Upload File(s)	Linda Rivas Resume September 2022.pdf

EDUCATION

Loyola University New Orleans College of Law, New Orleans, Louisiana

Juris Doctor, May 2011

The University of Texas at El Paso, El Paso, Texas

Bachelor of Arts in Psychology, May 2008 Law School Preparation Institute Minor in Legal Reasoning

WORK EXPERIENCE

Diocesan Migrant and Refugee Services, El Paso, TX

Children's Program Director, April 2022-Present

- Manage and supervise all unaccompanied minor personnel including staff, interns, and volunteers.
- Assist with grant reporting to VERA.
- Work closely with HR department for management of staff, manage leave requests, conflict resolution.
- Supervise Managing Attorneys and Legal team with proper data management,
- Work closely with DMRS leadership on policies, and compliance of the organization
- Assist with hiring and training new staff.
- Work closely with Managing Attorneys, Data Manager and Social Services manager on training, team building, best practices, team dynamic, long term and short term goals for the team.
- Collaborate with grantor liaisons and entire VERA network.
- Collaborate with ORR facilities, local leadership and national leadership.

Las Americas Immigrant Advocacy Center, El Paso, TX

Executive Director, April 2015-Present

- Manage and supervise all office personnel including staff, interns, volunteers and contract workers.
- Manage, draft, and supervise all grants proposals and grant reports.
- Serve as liaison between the Board of Directors and the staff.
- Train volunteers and interns in social media, fundraising, and grant management.
- Work closely with Management Consultant in revamping of internal policies, including financial and HR policies.
- Administer weekly staff meetings and staff development training.
- Conduct Board training and strategic planning retreats.
- Cultivate and solicit donor gifts to meet fundraising goals.
- Coordinate social media and media communication.
- Testified before Congress for the Women's Working Group hearing on the detention of immigrant women.

Las Americas Immigrant Advocacy Center, El Paso, TX

Managing Attorney, November 2014-Present

- Represent clients in removal proceedings both in non-detained and detained docket before the Executive Office of Immigration Review (EOIR).
- Represent clients in the appellate process before the Board of Immigration Appeals (BIA).
- Litigate immigration cases including asylum, cancellation of removal and adjustment of status.
- Conduct legal research, draft and file motions and briefs before EOIR and the BIA.
- Supervise and collaborate with the legal staff of BIA accredited representatives and paralegals in the areas of Asylum, Deferred Action, Naturalization, Family Petitions, Removal Defense and Violence Against Women's Act (VAWA) and U-Visa protections.
- Provide consultations with prospective clients at Las Americas' office and at the immigration detention center to provide legal advice and to identify viable cases.
- Coordinate and create training for monthly meetings for the *Promotora* (Community Worker) team.
- Draft and coordinate community legal presentations regularly for use by staff and volunteers.
- Drafted and Conducts Know Your Rights and Family Safety Planning Presentation.
- Drafted and conducted training "Building Blocks of Asylum Law" for Continuing Legal Education credits.

Paso del Norte Civil Rights Project, El Paso, TX

West Texas VAWA Legal Manager, April 2013-November 2014

- Represented victims of domestic violence, trafficking and other serious crimes in VAWA, UVISA,

Adjustment of Status, Removal of Conditions submissions to the United States Citizenship and Immigration Services (USCIS).

- Represented clients in removal proceedings both in non-detained and detained docket before EOIR.
- Supervised and mentored paralegals legal clerks, interns, volunteers, and volunteer attorneys in all legal submissions and daily tasks.
- Supervised social work interns and acted as field liaison between the students their universities.

Law Office of Thomas E. Stanton, El Paso, TX,

Legal Assistant, August 2011-December 2012

- Researched and drafted Appellate Briefs to the Texas 8th Court of Appeals concerning parental-rights termination cases.
- Researched and drafted various motions for personal injury defense cases.
- Assisted in preparation for child-welfare and family court hearings, including preparing clients for testimony.
- Met, interviewed, and worked closely with child welfare clients, their foster families, caseworkers, Court Appointed Special Advocates, and agency workers.
- Attended Texas Department of Family and Protective Services meetings, YISD, and EPISD school meeting regarding our minor clients.
- Drafted civil motions involving minor clients in the child welfare docket such as assisted supervising attorney with mediation scheduling, assisted in calendaring and office management.

Public Defender's Office, Gretna, LA

Attorney/Client Spanish Interpreter, August 2009- Present

- Interpreted for attorneys and their Spanish-speaking clients for pretrial motions, motions days, status hearings, and client visits.
- Drafted Waiver of Constitutional Rights and Notification for Sex Offenders documents from English to Spanish.

Department of Justice, Executive Office for Immigration Review, New Orleans, LA

Intern, September 21, 2010-October 27, 2010 and January 20, 2011-April 2011

- Surveyed Supreme Court and other immigration court opinions, drafted memos for Judge's review, surveyed and observed a variety of cases before the bench, including cancellation of removal, unlawful search and seizure, political asylum, unaccompanied minor, and VAWA cases.

Capital Appeals Project of New Orleans, LA

Extern, August 2009-March 2010

- Researched and prepared memos for supervising attorney.
- Research, prepare, and assist with filing memos for death row and life inmates, Conducted circuit court opinion surveys concerning inmate rights and issues.

GROUPS AND ORGANIZATIONS

Texas State Bar Grievance Committee District 17

Panel Chair, July 2020-Present

Member, July 2018-Present

- Chair investigatory hearings and panel meetings and draft final panel summary for the Office of Chief Disciplinary Council
- Attend investigatory hearings and panel meetings, review grievances filed in our district and review all evidence presented

Borderland Immigration Council (BIC)

Founding Member, July 2016,

Steering Committee, July 2016-present

- Co-Coordinates and promotes coalition building among immigrant and border advocacy organizations, attorneys and community members to join in a coalition against rampant abuse occurring in area detention centers, ports of entry and our border community at the hands of the Department of Homeland Security
- Leads media strategy in an effort to elevate local advocate voices regarding to immigration policies and practice
- Assisted in the research and final presentation of the "Discretion to Deny" Report co-authored by the Hope Border Institute in 2017.

Dayton University Human Rights Center Executive Advisory Committee

Member, May 2021- November 2021

- Consulted on Human Rights Projects, collaborating with human rights organizations and media strategy.

El Paso Young Lawyers Association

President, May 2018-May 2019

- Lead fundraising efforts, CLEs, community charitable events and monthly membership meetings.

Secretary, June 2014-June 2015

Board of Directors, June 2014-August 2019

Women's March El Paso

Lead Organizer, January 2018-March 2019,

- Coordinated community wide advocacy efforts around progressive values, including reproductive rights, voter's rights,
- Organized several marches with over 3-5K people in attendance.

American Immigration Lawyers Association (AILA)

Member, April 2014-Present

El Paso Bar Association

Member, May 2013-Present

U-Visa Coalition

Founding Member, April 2015 – September 2018

- Coordinated legal advocacy groups with the District Attorney's office to address the issue of U-Visa certification backlog and harmful policies to immigrant victims of crime. The group now meets on a quarterly basis with the DA's office and the policies in questions have been changed.

AWARDS AND RECOGNITIONS

- Las Americas Immigrant Advocacy Center Border Hero 2022, October 2022
- Latinx Law Students Association (LLSA) Gala Keynote Speaker, October 2022
- State Bar of Texas, Presidential Resolution, April 2022
- El Paso Bar Association, Pro-Bono Award, April 2022
- National Immigration Forum "Keeper of American Dream" Honoree 2021
- Northeastern University School of Law Daynard Fellow Fall 2021
- Center for Democracy in the Americas 13th Anniversary Honoree December 2019
- League of Women Voters of El Paso Honoree 2019
- Border Network for Human Rights Human Rights Advocacy Award April 2019
- Illinois State University Featured Speaker "Immigration in a Global Context Series" 2018
- El Paso Community College Diversity Committee 2017 Mentor Award



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1335, 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.

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

AGENDA LANGUAGE:

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

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



Board Appointment Form

City Clerk

Submitted On: Oct 5, 2022, 11:02AM MDT

Submitted By: Adrian Martinez

Appointing Office	Representative District 5
Type of Agenda	Consent
Date of Council Meeting	Tuesday, October 11, 2022
Agenda Posting Language	Appointment of Juan Uribe to the Building and Standards Commission by Representative Isabel Salcido, District 5.
Name of Board/Committee/Commission	Building and Standard Commission
Appointment Type	Regular
Special Qualification Category (if applicable)	Experience in real estate, commercial development and mortgage financing.
Nominated By	Representative Isabel Salcido
Nominee Name	Juan Uribe
Nominee Email Address	[REDACTED]
[REDACTED]	[REDACTED], TX
Zip Code	[REDACTED]
Nominee Primary Phone Number	[REDACTED]
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	YES
If so, please provide names and dates.	PSB Selection Committee 2021 - Present City Plan Commission - 2017-2021
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Who was the last person to have held the position before it became vacant?	Erik Tijerina
Incumbent Expiration Date	October 31, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	October 11, 2022
Term begins on	November 01, 2022
Expiration Date of New Appointee	October 31, 2024
Term	1st Term
Upload File(s)	Juan Uribe Resume (Extensive).pdf Uribe Property List Disclosure.pdf

JUAN URIBE

With a mission to provide my clients with the most effective systems and services in the real estate arena, I have committed and dedicated my all to perfect the art of real estate. Listed below you will find my range of achievements and qualifications.

KEY SKILLS

- Closing Complex Real Estate Transactions
- Represent Sophisticated Buyers and Sellers
- Commercial Land Development
- Structuring Real Estate Financing
- Commercial Real Estate Leasing
- Investment Sales Specialization
- Access to Private Investors
- Leasing of Industrial Properties
- Land Broker
- Ranch Sales

COMPANIES

- Team Juan Uribe Real Estate, since 1986.
- Team Juan Uribe New Mexico, LLC
- Team Juan Uribe, LLC.
- My Family Farm, LLC
- Bradford in the 60s, LLC
- Hacienda Del Camino Real LLC.
- Escondido Partners, LLC

EDUCATION

- Business Administration, Real Estate and Finance at UTEP
- Studies in CCIM-Commercial Investment Real Estate Institute
- Studies in the ICSC – International Council of Shopping Centers
- Certified Negotiation Expert (CNE) – Negotiation Expertise, LLC
- Real Estate Broker in Texas

- Real Estate Broker in New Mexico
- Global Property Specialist
- Property Tax Consultant

AFFILIATIONS

- Texas Association of Builders
- Commissioner of the Plan Committee of the City of El Paso
- Member of the El Paso Board of Realtors and Las Cruces Board of Realtors

EXPERIENCE

TEXAS REAL STATE BROKER SINCE 1986

- In 2021, for 8 years in a row we received again the Costar Power Broker Award for top sales in the El Paso and Southern New Mexico region.
- By August of 2021, total closings year to date are \$35 million.
- In 2020, listed a portfolio of 8 properties from Mr. Paul Foster's group under the direction of William Kell and sold more than 50% of the portfolio by March of 2020.
- In 2019, Juan Uribe sold 350 Acres on Edgemere to Mr. Douglas Schwartz
- In 2019, Team Juan Uribe, listed together with CBRE, the Verde Group Portfolio (20 properties), in Santa Teresa, New Mexico. Juan Uribe personally sold 50% of the properties within the first year, for more than \$10,000,000.00 that included over 400 acres.
- In 2019, Team Juan Uribe sold a 7-story building in downtown El Paso (The Banner Building)
- In 2019, Team Juan Uribe sold a 10-story building in downtown El Paso (The International Building)
- In 2019, Team Juan Uribe, LLC. sold a portfolio of properties from Mr. Gerald Wendell, containing more than 300 acres of land in east El Paso.
- In 2019, Team Juan Uribe, LLC. sold a 30,000-acre ranch, Ojo Caliente Ranch, in Winston, New Mexico.
- In 2019, Juan Uribe was reappointed for a second term as Commissioner for Planning Commission of the City of El Paso.
- In 2019, Juan Uribe was named #2 Top Producer for the City of El Paso, According to The National Association of Hispanic Real Estate Professionals.
- Juan Uribe, LLC completed their goal for the year 2018 by generating \$53,000,000.00 for the year.
- In 2018, sold a 38,000 Acre ranch in northern New Mexico (Gallo Ranch)

- Juan Uribe was named the top number five agent for the National Hispanic Association of Realtors in February 2018.
- Juan Uribe was named CoStar Top Producer for commercial real estate for 2017.
- Juan Uribe named by CoStar as one of the Top 5 Commercial and Leasing Agents to include Top Sales Transactions for Broker firm in the El Paso market area for **2015 & 2016**.
- Team Juan Uribe San Antonio became an independent company and now consults and works with Commercial Agents in San Antonio, Texas.
- Juan Uribe became a chairman for the El Paso Board of Realtors MLS in late **2015**. Shaping the real estate industry through the local board, reviewing all new technology in the Commercial Real Estate area with input in other aspects of the organization.
- In **2015**, Team Juan Uribe, LLC was recognized by NAHREP for being the Top #1 (\$60,000,000.00 closed) team in the city Juan Uribe was also mentioned the Top Agent for the city.
- In **2015**, Juan Uribe's San Antonio team was recognized as the #1 team for Keller Williams, San Antonio with over 500 agents. We also received the award of the biggest commercial sale.
- By August **2014**, Team Juan Uribe had achieved a total closing of \$50,000,000.00 for the year.
- **2014** - Team Juan Uribe represented the Bankruptcy Court in coordinating the auction to sell three Fuddruckers in El Paso, TX for \$5.5 million dollars.
- **2013** - Partnered with Ruben Solis in San Antonio KW and thereafter awarded the top performing team for 2013.
- **2012** - Team Juan Uribe awarded a "Double Platinum Award" for closing \$26,000,000.00 and named the top real estate agent for Keller Williams San Antonio, TX.
- **2012** - Juan Uribe opened an office in San Antonio, Texas at Keller Williams, and closed \$70,000,000.00 in 14 months.
- **2011** - January and February in 2010, Juan Uribe broke all sales records closing \$7,000,000.00 in two months.
- **2010** – Juan Uribe became member of Keller Williams Commercial and opened an office in Ahwatukee, Arizona together with Mike Mendoza, one of the founders of Keller Williams.
- **2008** – Named advisor to El Paso housing authority, closed \$35,000,000.00 in sales.
- **2007** - Juan Uribe developed a 12,000 square foot shopping center, purchased a shopping center on Lee Trevino called Lee Trevino Plaza, developed a twelve-office warehouse, acquired Saul Kleinfeld Marketplace & Carwash, developed a 7,000 square foot shopping center, purchased a 4-acre tract of land in the northeast, purchased and developed a 15 acre tract of land, then sold in small parcels, and purchased six subway stores.
- **2006** - Team Juan Uribe closed approximately \$125,000,000.00 under the direction of Juan Uribe.
- **2005** - In the construction field, Juan Uribe built for his own portfolio a shopping center on Roseanne & Zaragoza, a shopping center and car wash on Saul Kleinfeld & Pebble Hills, a shopping center on Dyer & McCombs, and a shopping center on Zaragoza & Pellicano.
- **2004** – Team Juan Uribe sold \$60,000,000.00 of real estate under the direction of Juan Uribe and built a condominium project for his own portfolio at Resler & Royal Arms.

- **2003 to 1996** - Team Juan Uribe became a versatile group of professionals in the Real Estate arena having a specialist in each of the different fields of real estate.
 - Represented Deloitte & Touche for real estate consulting.
 - Leased more than 1,500,000 square feet of industrial property to several companies such as Ansell Perry, Danaher, Bobinas del Sur, American Shelter, Thompson, Tatun, Hawlett-Packard, and Foster Electric.
 - Represented many commercial tenants like Pollo Feliz, Taco-Tote, Carnitas Queretaro, First Savings Bank, Quiznos, Subway, etc.
 - Built and developed two open air centers (Saul Kleinfeld and Zaragosa) for his own portfolio.
 - Built and developed three open air centers for different clients.
 - Sold and pre-developed an old car dealer into a medical office development.
 - Sold five city blocks in downtown El Paso for *Editora Paso del Norte*, including several buildings, parking, garage, etc.
 - Sold the site and helped develop and lease Las Palmas Prestigios Power Center in El Paso, Texas.
 - Awarded
 - The Top Selling Agent in Texas for five years in a row.
 - Was also top nationwide salesperson in total sales for the Keller Williams franchise.
- **1996** - Participated in all phases of the development of 73 acres of commercial real estate, i.e., established relations with real estate directors for national users, planned sites, sold and lease properties.
 - Leased 120,000 square feet of retail space in Las Palmas.
 - Negotiated and discounted with a united states bank for an 87,000 square foot building for American Yazaki (Porvenir, Mexico).
 - Sold 73 acres to De la Vega Group.
 - Sold 20 acres to Cinemark USA.
- **1995 to 1991** – Juan Uribe sold single, multi-family and investment properties utilizing sales networks and discount real estate notes. Sold commercial land for major developers in the region and maintained active troubleshooting and negotiating involvement through closing.
 - Closed over \$67 million dollars in transactions.
 - Top producer for the city of El Paso (1991, 1992, 1993 and 1994).
 - Diamond club certificate 1994.
 - Top ten producer for the Texas realtor magazine, El Paso (June 1996).
 - Received the Excellence Award from Diario de Juarez Newspaper (1996).
- **1990** - Golden Real Estate Award / Golden de Mexico. Sold commercial real estate for investors and users specialized in Mexican investors. Sold 87,000 square foot warehouse on Rojas and Americas Ave.
- **1990 to 1987** - Real Estate Associate Re/Max of West El Paso. Developed and maintained profitable relations with new prospective clients as well as an international network of other agents.
 - \$20,000,000.00 closed in 1989.
 - Top producer for the state of Texas of all Re/Max offices in 1989.
 - Top Ten Producer – Presidents Club 1988, 1989 and 1990.
 - Re/Max Top Producer Representative for El Paso during the San Antonio Real Estate Seminar.
- **1986** – Juan Uribe begins his career in real estate and closed \$800,000 in transactions.

AFFILIATIONS

- Member of El Paso MLS Board
- Member of Las Cruces, NM MLS Board
- Member of Texas Association of Realtors
- Member of International Council of Shopping Center
- Las Cruces Board of Realtors
- President of El Paso Chorale Society & Orchestra
- Texas Association of Builders



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1336, 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.

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

AGENDA LANGUAGE:

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

Isabel Otten to the Historic Landmark Commission by Representative Isabel Salcido, District 5.



Board Appointment Form

Submitted On: Oct 5, 2022, 11:13AM MDT

City Clerk

Appointing Office	Representative District 5
Type of Agenda	Consent
Date of Council Meeting	Tuesday, October 11, 2022
Agenda Posting Language	Appointment of Isabel Otten to the Historic Landmark Commission by Representative Isabel Salcido, District 5.
Name of Board/Committee/Commission	Historic Landmark Commission
Appointment Type	Regular
Special Qualification Category (if applicable)	Member is a resident of the City of El Paso. Member demonstrates special interest, knowledge, and experience in the architectural, archaeological, cultural, social, economic, ethnic or political history of El Paso.
Nominated By	Representative Isabel Salcido
Nominee Name	Isabel Otten
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	NO
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	
Who was the last person to have held the position before it became vacant?	Charles Mais
Incumbent Expiration Date	March 12, 2024
Reason person is no longer in office	Removed
Date of Appointment	October 11, 2022
Term begins on	March 13, 2022
Expiration Date of New Appointee	March 12, 2024
Term	Unexpired Term
Upload File(s)	Isabel_Otten_RESUME.pdf



ISABEL OTTEN

OBJECTIVE

To preserve and sustain the historic communities of El Paso

SKILLS & ABILITIES

With over 13 Years of Real Estate experience and a lifelong resident of El Paso TX, I am dedicated to helping my community. Serving in various positions: Owner of Otten Properties LLC and an active realtor.

[REDACTED]

[REDACTED]

EXPERIENCE

HOME PROS REAL ESTATE GROUP LLC/REALTOR

07/30/2009-PRESENT

Assisting Buyers and sellers with the sale or purchase of their Residential, Land or Commercial properties.

OTTEN PROPERTIES LLC

12/15/2020-PRESENT

Real Estate investments, acquiring properties, designing and remodeling.

Women's Council of Realtors

02/01/2014-02/02/2015

Bylaws for the Women's Council of Realtors

BUDGET AND FINANCE GEPAR

01/01/2014-01/01/2015

Budget and Finance for the Greater El Paso Association

YPN (YOUNG PROFESIOAL NETWORK)

2012-2013

Chair for the young professional networking

LONG TERM CARE OBUDSMEN

10/25/2021- PRESENT

Certified as a long-term care ombudsman

EDUCATION

REAL ESTATE ACADEMY/COMMUNITY COLLAGE

Real Estate License

ISABEL OTTEN**COMMUNICATION**

Over 13 years of assisting Clients with the purchase or sale of their properties. I have constant communication with multiple parties involved such as lenders, title, appraisers and other real estate professionals. Communication is key to ensuring a smooth transaction.

LEADERSHIP

I have held various leadership positions, from chair to board member with the association of Realtors in El Paso. I also own and run my investment company and have been successful with multiple projects.

REFERENCES**ANDREW HAGGERTY**

[REDACTED]

HEATHER HARMSTON

[REDACTED]

PATRICIA MARTINEZ

[REDACTED]

CYNTHIA BILBE

[REDACTED]



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1329, 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.

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

AGENDA LANGUAGE:

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

Roman G. Robles to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Isabel Salcido, District 5.



Board Appointment Form

Submitted On: Oct 5, 2022, 09:05AM MDT

City Clerk

Appointing Office	Representative District 5
Type of Agenda	Consent
Date of Council Meeting	Tuesday, October 11, 2022
Agenda Posting Language	Appointment of Roman G. Robles to the Greater El Paso Civic, Convention and Tourism Advisory Board, by Representative Isabel Salcido, District 5.
Name of Board/Committee/Commission	Greater El Paso Civic, Convention and Tourism Advisory Board
Appointment Type	Regular
Special Qualification Category (if applicable)	Residents of the City of El Paso. Does not hold any other office of honor, trust, or profit in the government of the City or the County of El Paso.
Nominated By	Representative Isabel Salcido
Nominee Name	Roman G. Robles
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	NO
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	N/A
Who was the last person to have held the position before it became vacant?	Gracie Viramontes
Incumbent Expiration Date	August 01, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	October 11, 2022
Term begins on	August 02, 2022
Expiration Date of New Appointee	August 01, 2024
Term	1st Term
Upload File(s)	RESUME - Roman Robles 1 (1).pdf

Roman G. Robles

Video / Creative / Marketing

Willing to travel and relocate 100%

INFO



Address

[REDACTED]
[REDACTED]



Phone

[REDACTED]



Email

[REDACTED]



Portfolio

[REDACTED]

EDUCATION

Bachelor of Science in Multidisciplinary Studies

(Marketing/Film/Communication
)

*University of Texas at El Paso / El
Paso/ Texas / 2006 - 2011*

SKILLS

- Project Management
- Event Producer
- Creative - Out of The Box Thinking
- Contract Negotiation
- Sponsorship development/activation
- Bilingual (English/Spanish)
- Video Producer

EXPERIENCE

Director of Marketing & Creative (Managing Partner) 2013 – Present

Fresh on Monday Productions / Xavier Vazquez - [REDACTED]

- Leader of boutique creative content and marketing strategy agency with a staff of 6.
- Consultant - for the Housing Authority of the City of El Paso. Established new marketing strategy focused on social media marketing, video marketing, and documentary style films.
- Created the theme and sponsorship activation for the City of El Paso's winning campaign for the National Civic League -All American City competition. (\$50K in sponsorship revenue)
- Marketing and event management for 35 boxing/MMA fights, 17 Boxing Championships fights, working with Top Rank Boxing, Golden Boy Promotions and Sports Promotions of Texas.
- Provided marketing/event management for four Premier Boxing Champions shows headlining (Julio Cesar Chavez Jr, Devon Alexander, Victor Ortiz, Josesito Lopez, Carl Frampton). Managed a staff of 8, \$100k in local sponsorships, over \$350k in ticket revenue, and 800k - 1.2 million viewers on primetime TV.
- • Athlete management/marketing for 3 athletes- Former WBO Champion Austin Trout, current IBF World Champion Jennifer Han, and WWE superstar Sin Cara. Sponsorship revenue of up to \$500k from 2015- 2020 working with companies like Aquahydrate, Everlast, Whataburger, USAA, Jarritos Soda , Nissan, etc.
- Consulted on the redevelopment of video production services for the University of Mississippi's (Ole Miss SEC) communication & marketing department. Established new creative procedures, new equipment, new staff, and new content channels. Wrote and produced the 2019-2020 university national admissions videos.
- Created all video content and sponsorship development for Eddie Bravo's Combat jiu-jitsu and Eddie Bravo Invitational. All videos stream on UFC fight pass and social media to over 178 countries. Sponsorship development and activations with revenue of over 250k in the first 9 months.

Director of Marketing & Sales

2015 – 2017

KCOS- PBS / Contact: Emily Loya ■ [REDACTED]

- Provide strategic business analysis and operational support for key projects and initiatives to maximize advertising and commercial sales for PBS.
- Established sponsorships with local/ national organization for 5 annual events which resulted in 90k in revenue in 2016.
- Expanded sales in 1st year by increasing underwriting in the first 6 month by 10% with increase sales by 85k.
- Managed a portfolio of 75 accounts, sales team of 5 people, and developed a new business development plan specifically for public media.

SOCIAL

**LinkedIn**

<https://www.linkedin.com/in/roman-robles-86420472/>

**Facebook**

<https://www.facebook.com/freshonmondayproductions/>

EXPERTIZE

- Adobe Illustrator
- Adobe InDesign
- Adobe Premier
- Adobe After effects
- Adobe Photoshop
- Adobe Audition
- Adobe Speed Grade
- Final Cut 10

INTERESTS



Video



Travelling



Music



Film



Painting



Photograph

Outdoor Recreation Manager**2011 – 2013***Dept. of Defense FMWR / Kenny Coppedge ■*

- Responsible for planning and operating all action sports and outdoor sports programming for Fort. Bliss.
- Responsible for planning, instructing, and operating all action sports and outdoor sports programming for Fort. Bliss.
- Coordinated all logistics including (lodging, budget, and vendors) for out of town trips, race adventures, tournaments, and marathons.
- Increased Warrior Adventures Quest participation and sales by 50% by using grass root marketing and digital marketing campaign with outdoor retail sponsorship activation's with PETZL, Patagonia, and Black Diamond etc.
- Developed all advertising and event campaigns for 6 major expeditions in rafting, rock climbing, skiing, paintball, and hiking in southwest region of US.

Director of Events**2009 – 2012***Kern Place Merchant Association / Rico Velázquez ■*

- Working on multiply yearly events -Mardi Gras Block Party, Wing Feast, EXA concert series, UFC bar events. etc
- Responsible for directly supervising event staff in event set up and break down, stage production, and safety
- Operated multiple regional events ranging from 200 to 15,000 participants and budgets up to \$250,000.
- Develop and manage all aspects of assigned company events within budget, prepared and documented schedules and training session dates, and presented portfolio and incident reports to higher management during post event meeting.

Director of Operations**2006 – 2009***El Paso Media Group / Brian Ponce ■*

- Assumed primary duties in administering full operations of 6 entertainment venues. Ensured compliance and adherence to legal and regulatory procedures and policies. Prepared, wrote, and presented financial reports and pre/post event reports to higher management.
- Established a prominent & financially successful beverage department with an overall profit increase of 30% in 2007 resulting in average profit of 200,000 per month.
- Coordinated local and national events including Alltel Wireless "Mi Circulo, Mi Música Tour" featuring Mexican rock bands Moenia, Moltof and Reik. El Paso Policeman's Annual Ball, EXA Radio - Little Wayne and Pitbull.
- Recruited and hired 150 employees along with providing continuous training to hone their knowledge and experience regarding the work environment and their duties.

References

Lester Bedford
Boxing Event Director
SPOT INC

Emily Loya
CEO
KCOS- PBS

Gerry Cichon
CEO
El Paso Housing Authority

Victor Davila
CEO
Combat Jiu-Jitsu – UFC Fight Pass



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1278, 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.

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

AGENDA LANGUAGE:

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

Brian Kanof to the Veterans Affairs Advisory Committee by Representative Peter Svarzbein, District 1.



Board Appointment Form

Submitted On: Oct 3, 2022, 01:22PM MDT

City Clerk

Appointing Office	Representative District 1
Type of Agenda	Consent
Date of Council Meeting	Tuesday, October 11, 2022
Agenda Posting Language	Appointment of Brian Kanof to the Veterans Affairs Advisory Committee by District 1 Representative Peter Svarzbein
Name of Board/Committee/Commission	Veterans Affairs Advisory Committee
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Peter Svarzbein
Nominee Name	Brian Kanof
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	YES
If so, please provide names and dates.	City's ARD, Arts Resources Dept. bd. In the 1980's
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	N/A
Who was the last person to have held the position before it became vacant?	Tephanie Hopper
Incumbent Expiration Date	September 07, 2023
Reason person is no longer in office	Resigned
Date of Appointment	October 11, 2022
Term begins on	September 1, 2021
Expiration Date of New Appointee	September 07, 2023
Term	Unexpired Term
Upload File(s)	Brief bio.pdf

Brief bio :

Major Brian N. Kanof was commissioned in the U.S. Army Signal Corps out of UTEP Army ROTC upon graduation in 1971. He began his 12-year (active duty/reserve combined) career following Graduate School (Ball State, Journalism), as a Public Affairs Officer (PAO) in 1973 at HQ MASSTER (Modern Army Selected Systems Test, Evaluation & Review) at N. Fort Hood, Texas. After returning to El Paso, he spent three years as the 383d Quartermaster BN's (Petroleum Pipeline Operating) Signal Officer and seven in B CO, 2nd BN, 12th Special Forces Group (ABN) at Fort Bliss. Kanof was promoted to Major while serving in the Green Berets as B Company's Executive Officer (XO), and retired in 1985.

Kanof is currently active in several area Veterans organizations including the 82nd Airborne Association, Jewish War Veterans, UTEP Army ROTC Alumni Committee (President), Chapter IX Special Forces Association, and Veterans of Foreign Wars (VFW) Post 812 (Trustee). For the last two years, he been the Special OPS Advisor and fundraiser for the Echo Hill Gold Star Summer Camp in Medina, Texas; a camp for teens who have lost a parent to combat, defending our nation.

Kanof own two photography businesses; Brian Kanof Photography (BrianKanofPhoto.com) and AerialPhotosElPaso.com.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1343, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Maxey M. Scherr to the Women's Rights Commission by Representative Peter Svarzbein, District 1.



Board Appointment Form

City Clerk

Submitted On: Oct 5, 2022, 09:51AM MDT

Appointing Office	Representative District 1
Type of Agenda	Consent
Date of Council Meeting	Tuesday, October 11, 2022
Agenda Posting Language	Appointment of Maxey M Scherr to the Women's Rights Commission by City Representative Peter Svarzbein, District 1.
Name of Board/Committee/Commission	Women's Rights Commission
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Peter Svarzbein
Nominee Name	Maxey Scherr
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	YES
If so, please provide names and dates.	Ethics Commission
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	N/A
Who was the last person to have held the position before it became vacant?	N/A
Incumbent Expiration Date	September 01, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	October 11, 2022
Term begins on	September 01, 2022
Expiration Date of New Appointee	August 31, 2024
Term	1st Term
Upload File(s)	Resume base.doc

MAXEY MARIE SCHERR

Attorney-at-Law

Strategic, focused attorney with over 13 years of litigation experience and successful results counseling clients and managing diverse cases in state and federal courts. Specialities include wrongful death, brain injury, trucking cases, dramshop cases and railroad incidents. Confidently manages all stages of litigation, with the ability to develop and deliver sound, persuasive arguments that support successful verdicts and high-value settlements.

BAR ADMISSIONS & AFFILIATIONS

Texas (admitted May 2009)
New Mexico (admitted May 2010)
Illinois (admitted December 2014)

WORK HISTORY

Scherr Law Firm PLLC – El Paso, TX

Present

L=Founder of boutique litigation practice specializing in the areas of serious personal injury and wrongful death cases

Scherr & Legate PLLC – El Paso, TX

2008 to 2021

Litigation practice specializing in the areas of personal injury, products liability, wrongful death, employment law

ATTORNEY

Represent clients in civil litigation matters, managing cases from intake to final disposition at trial in both first chair and second chair roles. Research claims, write and file petitions, develop case strategy, manage discovery and disclosure processes, and represent clients in court hearings, trials, arbitrations, and mediations. Conduct research, author briefs, and argue summary judgments as well as appeals. Provide coaching for depositions and testimony. Supervise group of up to 60 staffers and recruit, select, and train law clerks.

United Nations & Independent Jamaica Council for Human Rights – Kingston, Jamaica

2007

Non governmental human rights organization, part of the office of the United Nations High Commissioner for Refugees.

LEGAL INTERN

Oversaw legal department and team in delivery of client services, including representation in criminal, civil, and constitutional matters. Conducted interviews, prepared memos, briefings and pleadings, and represented organization at conferences and hearings across Jamaica.

- ❖ **Researched, authored, and edited a well-received article on governmental corruption**, published in 2007 in United Nations Council and Caribbean Rights Journal.
- ❖ **Created and presented “Know Your Rights” campaign that explained the universal declaration of human rights**, adopted by Jamaica, and informed citizens of their rights regarding healthcare, education, and civil/human rights. Delivered training at local schools, prisons, and community centers.
- ❖ **Handwrote new training guidelines for Jamaican Police Force and visited units across the country to train officers on implementing human rights in everyday practices.**

United States House of Representatives / Congressman Silvestre Reyes – Washington, DC

2006

Office of the (former) U.S. Representative for Texas’s 16th congressional district.

LEGISLATIVE INTERN

Drafted press releases, bills, and speeches supporting Congressman’s positions. Researched past legislation, attended conferences and congressional briefings, and met with politicians on a variety of issues including finance, banking, taxes, human rights, immigration, veterans’ affairs, and Social Security.

PROFESSIONAL AFFILIATIONS & ROLES

United States Senate Candidate in the 2014 Democratic Primary: Platform was routinely featured on Nationwide, Statewide and local media and included emphasis on equality regardless of gender, skin color, sexual orientation and/or socioeconomic standing. Endorsed and assisted by numerous organizations, politicians, academic leaders and entities.

EDUCATION

Juris Doctor Texas Tech School of Law, Lubbock, TX	2008
<ul style="list-style-type: none">- <i>Juris Prudence Awards for Excellence in Tax, Criminal Law, Trial Advocacy</i>- <i>Philanthropy Chair – Women’s Causes</i>	
Bachelor of Arts in Psychology (magna cum laude) University of Massachusetts, Boston, MA	2005
<ul style="list-style-type: none">- <i>Presidential Scholar & Upward Bound Presenter/Speaker</i>	

PROFESSIONAL AFFILIATIONS & ROLES

Rising Star, Texas Super Lawyer
Vice-President, El Paso Women’s Bar Association
Board of Directors, Texas Trial Lawyers Association
Board Member, State Bar of Texas Rules of Evidence Committee
Licensed Mediator, State of Texas, since December 2007
Board Member, El Paso County Ethics Commission, Mayoral Appointee, since April 2010
Board Member, GiGi’s Playhouse
Campaign Experience: Barack Obama Campaign, Bill White for Texas Campaign, Hillary Clinton Campaign, Judge William Moody for Supreme Court of Texas Campaign, Joe Moody for Texas Campaign, Kerry for Massachusetts Campaign
Texas Trial Lawyers | New Mexico Trial Lawyers | ABA Young Leader Representative | Mexican Bar Association Member
Women’s Bar Member | El Paso Women’s Bar Member
Voter’s Registration Representative



Legislation Text

File #: 22-1282, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

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

BACKGROUND / DISCUSSION:

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

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

PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:


Maria O. Pasillas

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

TAX REFUNDS
October 11, 2022

1. Ryan Tax Compliance Services LLC, in the amount of \$4,746.66 made an overpayment on January 30, 2022 of 2021 taxes.
(Geo. # 2001-999-4092-0034)
2. Corelogic Tax Services, in the amount of \$3,445.90 made an overpayment on June 07, 2022 of 2021 taxes.
(Geo. # C518-999-1140-2500)
3. CJ2 & Associates LLC, in the amount of \$2,933.65 made an overpayment on January 10, 2022 of 2021 taxes.
(Geo. # P481-999-0210-0500)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector

TAX OFFICE
RECEIVED
SEP 22 2022



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

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

RYAN TAX COMPLIANCE SERVICES LLC
16220 NORTH SCOTTSDALE ROAD SUITE
450
SCOTTSDALE, AZ 85254

Geo No. 2001-999-4092-0034	Prop ID 504444
Legal Description of the Property INV MACH SIGN VEH 120 PARAGON LN-207	
OWNER: STRYKER ORTHOPAEDICS	

2021 OVERAGE AMOUNT \$4,746.66

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Who should the refund be issued to:			
	Name: Ryan Tax Compliance Services LLC Attn: Jeremy Newman			
	Address: 1233 West Loop S, Suite 1500			
	City, State, Zip: Houston, TX 77027			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: (972) 934-002		E-Mail Address: leticia.crispin@ryan.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Check	#00001687	01/30/2022	\$145,037.94
	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	
Leticia Crispin		Leticia Crispin 09-22-2022		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 9-22-22				

Deposit Status

Notes
Go To:

LUZR
ACT80122 v1.91
10/03/2022 09:52:22
ACTEP

DEPOSIT
Remittance
Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A02072265	200199940920034				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	RD4080706	08/31/2022	43725496	0000248831	CH	\$4,219.59	\$4,219.59	RD	200199940920034	31458770-RYAN TAX COI
	A02072265	01/30/2022	50037920	00001687	CH	\$145,037.94	\$4,746.66	LG	200199940920034	28821015-RYAN TAX COI
	A02072265	01/30/2022	50037920	00001687	CH	\$145,037.94	\$90,186.14	AA	200199940920034	28821015-RYAN TAX COI
	RC220922	01/30/2022	50037920	00001687	CH	\$4,746.66	\$4,746.66	TR	200199940920034	28821015-RYAN TAX COI
	RC220922	01/30/2022	50037920	00001687	CH	\$4,746.66	\$4,746.66	TR	200199940920034	31495357-RYAN TAX COI
	R0105162297	01/21/2022	43725496	0000241404	CH	\$4,219.59	\$4,219.59	LG	200199940920034	30399150-STRYKER ORT
	RD3928316	01/21/2022	43725496	0000241404	CH	\$4,219.59	\$4,219.59	LG	200199940920034	30399150-STRYKER ORT
	A01152179	01/15/2021	45992061	00001358	CH	\$152,021.05	\$101,971.72	PA	200199940920034	28821015-RYAN TAX COI
	R80093020MP	09/30/2020	29286371	1161789	CH	\$3,770.32	\$3,770.32	TR	200199940920034	STRYKER ORTHOPEAEC
	R80092920MP	09/29/2020	29286371	1161789	CH	\$0.00	\$3,770.32	TR	200199940920034	STRYKER ORTHOPEAEC
	R80092920MP	09/29/2020	29286371	1161789	CH	\$0.00	\$0.00	TR	200199940920034	STRYKER ORTHOPEAEC
	R80092920MP	09/29/2020	29286371	1161789	CH	\$0.00	\$3,770.32	TR	200199940920034	23240781-STRYKER
Applied Total						\$921,348.05				

TAX OFFICE
RECEIVED

SEP 21 2022

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

PID# 226191

APPLICATION FOR TAX REFUND

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

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: Corelogic tax services		Phone: HOME: 585-321-6850 WORK:		Property ID# (One application per account) C51899911402500
Address (mail refund to :) Centralized Refunds P.O. Box 9202 Copp		Property Address: And/or Legal Description: 9005 WH BURGESS DR, EL PASO TX 799250000		
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:
1. 2021	6/2/2022	41127993	3445.90	3445.90 ✓
2.				
3.				
TOTAL AMOUNT (sum of the above amounts)				

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

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

REASON FOR OVERPAYMENT: We over paid the taxes iao \$3445.90 whe the taxes were billed in the amount of 2996.44

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

Sathish

Date: 9/21/2022

Requestor signature:

Corelogic tax services

Printed name:

Title:

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

TAX OFFICE Entry:

(✓) REFUND APPROVED

Tax Office Approval:

N.N.
JMC 9/22/22

Date: 9-21-22

Date:

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

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

Notes

Go To:

LUZR
ACT80122 v1.91

10/03/2022 09:52:22
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
A06072275	C51899911402500									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC062122	06/17/2022	50740670	CC004532425	EC	\$59.93	\$59.93	PA	C51899911402500	31361803-ALEJANDRO M
	A06162279	06/16/2022	50730628	0000009062	CH	\$3,385.98	\$3,385.98	PA	C51899911402500	31206818-TX DEPT OF H
	A06072275	06/07/2022	50706691	411279934	CH	\$3,445.90	\$3,445.90	PA	C51899911402500	26718226-CORELOGIC T
	R030622685	06/07/2022	50706691	411279934	CH	\$0.00	\$3,445.90	TR	C51899911402500	26718226-CORELOGIC T
	R030622685	06/07/2022	50706691	411279934	CH	\$0.00	\$3,445.90	LG	C51899911402500	26718226-CORELOGIC T
	RC220921	06/07/2022	50706691	411279934	CH	\$3,445.90	\$3,445.90	TR	C51899911402500	26718226-CORELOGIC T
	RC220921	06/07/2022	50706691	411279934	CH	\$3,445.90	\$3,445.90	TR	C51899911402500	28480534-CORELOGIC T
	EC08022185	07/31/2021	47669890	CC003825563	EC	\$830.52	\$830.52	PA	C51899911402500	29950001-ALEJANDRO M
	EC06012185	05/30/2021	47478798	CC003775775	EC	\$820.67	\$820.67	PA	C51899911402500	29848936-ALEJANDRO M
	EC06012185	05/30/2021	47478794	CC003775754	EC	\$68.56	\$68.56	PA	C51899911402500	29848932-ALEJANDRO M
	EC04052185	04/04/2021	47249482	CC003716472	EC	\$830.53	\$830.53	PA	C51899911402500	29720184-ALEJANDRO M
	EC02012198	01/31/2021	46632038	CC003592418	EC	\$830.53	\$830.53	PA	C51899911402500	29413063-ALEJANDRO M
Applied Total						\$60,266.20				

TAX OFFICE
RECEIVED

SEP 28 2022

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

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

ACOSTA JESSICA
2704 EADS PL
EL PASO, TX 79935

Geo No. P481-999-0210-0500	Prop ID 122247
Legal Description of the Property 21 PARKWOOD LOT 3 2704 EADS PL	
OWNER: ACOSTA JESSICA	

2021 OVERAGE AMOUNT \$2,933.65

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>CJ2 & ASSOCIATES LLC</u>			
	Address: <u>PO BOX 26483</u>			
	City, State, Zip: <u>EL PASO TX 79924</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: <u>915 637-2680</u>		E-Mail Address: <u>Bertha.Tafoya@sserjmail.com</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>CJ2 & Associates LLC</u>	<u>2089</u>	<u>1-10-22</u>	<u>\$2,933.65</u>
	TOTAL AMOUNT PAID (sum of the above amounts) Please check one of the following:			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
<u>[Signature]</u>		<u>Bertha Tafoya</u>		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		By: <u>NN</u> Date: <u>9-28-22</u>		

Deposit Status

Notes
Go To

LUZR
ACT80122 v1.91
10/03/2022 09:52:22
ACTEP

DEPOSIT
Remittance
Detail

Summary Query
Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
T01102200002	P48199902100500				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	RC220928	01/10/2022	49122757	02089	CH	\$2,933.65	\$2,933.65	TR	P48199902100500	ACOSTA JESSICA
	RC220928	01/10/2022	49122757	02089	CH	\$2,933.65	\$2,933.65	TR	P48199902100500	31500487-CJ2 & ASSOCI
*	T01102200002	01/10/2022	49122757	02089	CH	\$2,933.65	\$2,933.65	LG	P48199902100500	ACOSTA JESSICA
	M212200A	12/17/2021	48548713	1209744	CH	\$830,660.35	\$4,161.27	PA	P48199902100500	2200-GECU
*	T01052100005	12/30/2020	45763409	02006	CH	\$12,769.96	\$3,922.28	PA	P48199902100500	CJ2 & ASSOCIATES LLC
*	T01062000008	01/06/2020	42696968	01935	CH	\$10,218.98	\$3,811.28	PA	P48199902100500	CJ2 & ASSOCIATES LLC
	A11211886	11/21/2018	38979370	70592	CH	\$2,881.83	\$2,881.83	PA	P48199902100500	21022392-TEXAS TITLE C
	M17RE1800001	12/18/2017	36356004	171215192214	EF	232,569,225.62	\$2,594.46	PA	P48199902100500	800000-CORELOGIC
	M16800000001	12/21/2016	33448420	161219150695	EF	213,062,589.29	\$2,532.84	PA	P48199902100500	800000-CORELOGIC
	M15800000001	12/31/2015	30589755	151231121119	EF	199,122,808.45	\$2,416.36	PA	P48199902100500	800000-CORELOGIC
	M14800000001	12/24/2014	27452431	141224101136	EF	200,035,948.32	\$2,522.19	PA	P48199902100500	800000-CORELOGIC
	M1315000001	11/29/2013	24233577	0006346705	CH	\$29,585,871.84	\$2,469.38	PA	P48199902100500	1500-BAC TAX SERVICE
Applied Total							\$59,844.04			



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1328, 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.

Accept the donation of \$1,000 from El Paso Electric to be used towards a COVID-19 safe, inclusive and sensory friendly, Halloween event in District 3.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 10.11.22

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

DISTRICT(S) AFFECTED: District 3

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 \$1,000 from El Paso Electric to be used towards a COVID-19 safe, inclusive and sensory friendly, Halloween event 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?

For the past two years, the Office of District 3 has organized COVID-19 safe Halloween events at various locations throughout District 3. These past holiday events have been funded through a combination of donations from community partners and District 3 discretionary funds. The Office of District 3 seeks to continue the holiday tradition, and this year will host a sensory friendly "Trunk-or-Treat" Halloween event in partnership with the Autism Society of El Paso and the Office of JP Judge Josh Herrera. The event strives to create to an inclusive and safe Halloween experience for all including those with sensory sensitivities, food allergies and/or disabilities.

PRIOR COUNCIL ACTION:

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

Yes.

9.28.21 City Council Meeting

Accept the donations of \$2,500 from Marathon Petroleum, \$2,000 from El Paso Disposal, \$1,000 from El Paso Electric, and \$1,500 from Texas Gas Service for the purpose of funding for a second year, COVID-19 safe holiday events and initiatives in District 3, to include a Halloween Drive-Thru Trick-or-Treat to deter door-to-door trick-or-treating during the pandemic, turkeys for families in need during Thanksgiving and Christmas gifts and grocery gift cards for a less-fortunate neighborhood in the district.

10.13.20 City Council Meeting

Discussion and action that the City Council accept the donation in the amount of \$1,000.00 from El Paso Disposal to pay for permitted activities for Halloween.

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 #: 22-1330, 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.

That the City Council accept the donations of \$1000 from Marathon Petroleum, \$1000 from the Aguilar Family Foundation, and \$1000 from El Paso Electric toward the 3rd Annual Halloween Costume Giveaway event to be held on October 19, 2022 at the Chamizal Community Center in District 8.



Legislation Text

File #: 22-1331, 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 Claudia L. Rodriguez, (915) 212-0006

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of the following campaign contributions by City Representative Claudia L. Rodriguez, District 6: \$5000.00 from El Paso Association of Contractors; \$2500.00 from Stanley Jobe; \$250.00 from Rachel B. Harracksingh; \$200.00 from Mark & Kathleen Walker; \$500.00 from Eduardo and Maria Rodriguez; \$1000.00 from Donald & Adair Margo; \$1000.00 from Pam Agullo; \$2500.00 from Woody & Gale Hunt; \$1000.00 from Sharon Butterworth; \$1000.00 from J. Kirk Robison; \$1000.00 from Will Harvey; \$2500.00 from Paul Foster; \$2500.00 from Woody Hunt.



Legislation Text

File #: 22-1305, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

Fire Department, Jonathan P. Killings, (915) 212-5600

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

Award Summary:

The award of Solicitation 2022-0492 Ladder Testing to Diversified Inspections/ITL Inc. for an initial three (3) year term for an estimated amount of \$87,756.60. The award also includes a two (2) year option for an estimated amount of \$58,504.40. 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 \$146,261.00.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$13,320.60 for the initial term, which represents a 17.90% increase due to increased unit prices and an increase in required services.

Department:	Fire Department
Award to:	Diversified Inspections/ITL Inc. Peoria, AZ
Item(s):	All
Term:	3 Years
Annual Estimated Amount:	\$ 29,252.20
Initial Term Estimated Amount:	\$ 87,756.60
Option to Extend:	\$ 58,504.40 (2 years)
Total Estimated Award:	\$146,261.00 (5 years)
Account No.:	522250-322-1000-22090-P2216
Funding Source:	General Fund
District(s):	All

This is a low bid, unit cost contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Diversified Inspections/ITL Inc., the 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: October 11, 2022

PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Jonathan P. Killings, Interim Fire Chief, (915) 493-5609

Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.3 – Increase public safety operational efficiency.

SUBJECT:

The award of solicitation 2022-0492 Ladder Testing to Diversified Inspections/ITL Inc. for an initial three (3) year term for an estimated amount of \$87,756.60. The award also includes a two (2) year option for an estimated amount of \$58,504.40. 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 \$146,261.00.

BACKGROUND / DISCUSSION:

This contract will provide inspection and testing for ground ladders, aerial platforms, and aerial ladders owned by the Fire Department.

SELECTION SUMMARY:

Solicitation was advertised on July 5, 2022 and July 12, 2022. The solicitation was posted on City website on July 5, 2022. There were a total of twenty-six (26) viewers online; two (2) bids were received; none being 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 \$13,320.60 for the initial term, which represents a 17.90% increase due to increased unit prices and an increase in required services.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$87,756.60

Funding Source: 522250-322-1000-22090-P2216

Account: General Funds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Fire
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Interim Fire Chief Jonathan P. Billings, El Paso Fire Department

**COUNCIL PROJECT FORM
(LOW BID)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda for the Council Meeting of **October 11, 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 2022-0492 Ladder Testing to Diversified Inspections/ITL Inc. for an initial three (3) year term for an estimated amount of \$87,756.60. The award also includes a two (2) year option for an estimated amount of \$58,504.40. 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 \$146,261.00.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$13,320.60 for the initial term, which represents a 17.90% increase due to increased unit prices and an increase in required services.

Department:	Fire Department
Award to:	Diversified Inspections/ITL Inc. Peoria, AZ
Item(s):	All
Term:	3 Years
Annual Estimated Amount:	\$ 29,252.20
Initial Term Estimated Amount:	\$ 87,756.60
Option to Extend:	\$ 58,504.40 (2 years)
Total Estimated Award:	\$146,261.00 (5 years)
Account No.:	522250-322-1000-22090-P2216
Funding Source:	General Fund
District(s):	All

This is a low bid, unit cost contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Diversified Inspections/ITL Inc., the 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: Ladder Testing
Bid Opening Date: August 3, 2022

Solicitation #: 2022-0492
Department: Fire Department

					Diversified Inspections/ITL Inc. Peoria, AZ			Structural Technology, Inc. Searcy, AR		
					Bidder 1 of 2			Bidder 2 of 2		
ITEM No.	DESCRIPTION	Unit of Measure	MINIMUM Approximate Quantities	MAXIMUM Approximate Quantities (A)	PRICE (B)	Yearly Total C=AxB (C)	3-Year Total D=(Cx3) (D)	PRICE (B)	Yearly Total C=AxB (C)	3-Year Total D=(Cx3) (D)
1	Aerial Ladder Inspection and Testing Item: ADLR - Annual NFPA 1911/1914 (2019 Edition) - Includes NDT (Non Destructive Testing)	ea	7	17	\$ 800.00	\$ 13,600.00	\$ 40,800.00	\$ 850.00	\$ 14,450.00	\$ 43,350.00
2	Aerial Ladder Inspection and Testing Item: APLT - Annual NFPA 1911/1914 (2019 Edition) - Includes NDT (Non Destructive Testing)	ea	3	4	\$ 800.00	\$ 3,200.00	\$ 9,600.00	\$ 950.00	\$ 3,800.00	\$ 11,400.00
3	HYDRAULIC Oil Sample Analysis	ea	12	21	\$ 1.00	\$ 21.00	\$ 63.00	\$ 25.00	\$ 525.00	\$ 1,575.00
4	Ground Ladder Testing per Linear Foot Item: GLD Annual NFPA 1932 (2019 Edition) *per foot*	foot	2,280	5,780	\$ 1.50	\$ 8,670.00	\$ 26,010.00	\$ 1.85	\$ 10,693.00	\$ 32,079.00
5	Heat Sensor Labels Item: HS Labels - *As needed per NFPA 1932*(2019 Edition)	ea	70	620	\$ 1.50	\$ 930.00	\$ 2,790.00	\$ 2.50	\$ 1,550.00	\$ 4,650.00
6	Reinspection / Retest = Aerial Ladder Inspection and Testing Item: ALDR - Annual NFPA 1911/1914 (2019 Edition) - Includes NDT (Non Destructive Testing)	ea	1	3	\$ 500.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00	\$ 13,500.00
7	Reinspection / Retest = Aerial Platform Inspection and Testing Item: APLT - Annual NFPA 1911/1914 (2019 Edition) - Includes NDT (Non Destructive Testing)	ea	1	2	\$ 500.00	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 9,000.00

APPROVED BY: _____/s/_____

DATE: 8/15/2022

2022-0492 LADDER TESTING



CITY OF EL PASO BID TABULATION FORM



Project Name: Ladder Testing
Bid Opening Date: August 3, 2022

Solicitation #: 2022-0492
Department: Fire Department

					Diversified Inspections/ITL Inc. Peoria, AZ			Structural Technology, Inc. Searcy, AR		
					Bidder 1 of 2			Bidder 2 of 2		
ITEM No.	DESCRIPTION	Unit of Measure	MINIMUM Approximate Quantities	MAXIMUM Approximate Quantities (A)	PRICE (B)	Yearly Total C=AxB (C)	3-Year Total D=(Cx3) (D)	PRICE (B)	Yearly Total C=AxB (C)	3-Year Total D=(Cx3) (D)
8	Reinspection / Retest = Ground Ladder Testing per Linear Foot Item: GLD Annual NFPA 1932 (2019 Edition) *per foot*	foot	1	240	\$ 1.23	\$ 295.20	\$ 885.60	\$ 1.85	\$ 444.00	\$ 1,332.00
9	Reinspection / Retest = heat Sensor Labels Item: HS Labels - *As needed per NFPA 1932*(2019 Edition)	ea	1	24	\$ 1.50	\$ 36.00	\$ 108.00	\$ 2.50	\$ 60.00	\$ 180.00
TOTAL						\$ 29,252.20	\$ 87,756.60		\$ 39,022.00	\$ 117,066.00

APPROVED BY: _____/s/_____

DATE: 8/15/2022



CITY OF EL PASO
BID TABULATION FORM



Project Name: Ladder Testing
Bid Opening Date: August 3, 2022

Solicitation #: 2022-0492
Department: Fire Department

	Diversified Inspections/ITL Inc. Peoria, AZ	Structural Technology, Inc. Searcy, AR
	Bidder 1 of 2	Bidder 2 of 2
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <p>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.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>		
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"/>	<input type="checkbox"/>
NO OPTION OFFERED	<input type="checkbox"/>	<input checked="" type="checkbox"/>
AMENDMENTS ACKNOWLEDGED:	No	No
BIDS SOLICITED: 6 LOCAL BIDS SOLICITED: 0 BIDS RECEIVED: 2 LOCAL BIDS RECEIVED: 0 NO BID: 2		
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: 8/15/2022

2022-0492 Online Views

	<u>Participant Name</u>	<u>Response Date</u>	<u>Response Status</u>	<u>Contact</u>
1	Structural Technology, Inc. (Dwayne LaForce)	08/02/2022	Submitted	Dwayne LaForce
2	Diversified Inspections/ITL Inc	08/02/2022	Submitted	
3	Continental Kennel Club Inc.	08/02/2022	No Bid	Brandy Roberts
4	Champion Wire & Cable	07/20/2022	No Bid	Tina Mcglone
5	Advanced Proactive Solutions LLC		Viewed	Ehab Elyian
6	Airline Data Inc		Viewed	
7	Arcadis U.S., Inc.		Viewed	
8	Aztec Contractors Inc		Viewed	Nancy Leanos
9	Blue Sky's the Limit, LLC		Viewed	Todd Stevenson
10	Computers Plus Repair Center		Viewed	Manuel Quintero
11	Construction Reporter		Viewed	Rebecca Taylor
12	D Embroidery Corp		Viewed	Jorge Echeverri
13	Dunn-Edwards Corportation		Viewed	Adolfo Quintero
14	Eurofins Xenco (Eurofins Xenco, LLC)		Viewed	
15	GLOBAL SALES AND SERVICE		Viewed	Alfredo Medrano
16	Group Travel Consultants, Inc		Viewed	Laurie DeCrotie
17	HZ Construction		Viewed	
18	Life Landscaping		Viewed	
19	MACNEILL AND SONS GENERAL CONTRACTORS		Viewed	VERONICA PACHECO
20	North America Procurement Council Inc., PBC		Viewed	
21	Precision MPI (MPI Machinery and Design LLC)		Viewed	Alexandra Perez/Migu
22	Professional Service Industries, Inc.		Viewed	John Cordova
23	Southwestern Industrial		Viewed	Vincent Cabral
24	The Cable Source (The Cable Source Ltd. Co.)		Viewed	Ivan Lechuga
25	The PlanIt Room		Viewed	Cecilia Hernandez
26	Thunderbird Management Consulting, LLC (Dayoub)		Viewed	Richard Dayoub



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1326, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action that the Mayor be authorized to sign, in counterpart originals in both English and Spanish, a Sister City Agreement between the City of El Paso, State of Texas, and the City of Parras, State of Coahuila Mexico.

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

AGENDA DATE: 10/11/22
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mayor Pro Tem Peter Svarzbein, 915-212-0001

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 1.7: Identify and develop plans for areas of reinvestment and local partnership

SUBJECT:

That the Mayor be authorized to sign, in counterpart originals in both English and Spanish, a Sister City Agreement between the City of El Paso, State of Texas, and the City of Parras, State of Coahuila Mexico.

BACKGROUND / DISCUSSION:

The City of Parras, of the United Mexican States and the City of El Paso, of the State of Texas, of the United States of America, hereinafter referred to as "the Parties", considering the excellent relations of friendship and cooperation between both countries and the wish to strengthen the bond between the Parties. Interested in establishing a legal framework to carry out collaborative activities in the identified areas of common interest.

PRIOR COUNCIL ACTION:

On or about November 18, 2008, El Paso's City Council approved a Sister City Agreement between the City of El Paso, State of Texas, and the City of Chihuahua, State of Chihuahua, Mexico.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___x 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

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

THAT the Mayor be authorized to sign, in counterpart originals in both English and Spanish, a Sister City Agreement between the City of El Paso, State of Texas, and the City of Parras, State of Coahuila, of the United Mexican States.

APPROVED this ____ day of _____ 2022.

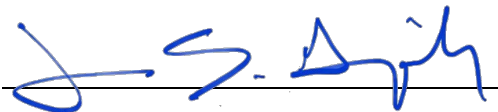
THE CITY OF EL PASO:

Oscar Leaser
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
Dept. of Int'l & Economic Development

**SISTER CITY AGREEMENT BETWEEN
THE CITY OF PARRAS, STATE OF COAHUILA, OF THE UNITED MEXICAN
STATES, AND THE CITY OF EL PASO, OF THE STATE OF TEXAS, OF THE
UNITED STATES OF AMERICA**

The City of Parras, State of Coahuila, of the United Mexican States and the City of El Paso, of the State of Texas, of the United States of America, hereinafter referred to as “the Parties”,

CONSIDERING the excellent relations of friendship and cooperation between both countries and the wish to strengthen the bond between the Parties;

INTERESTED in establishing a legal framework to carry out collaborative activities in the identified areas of common interest;

Have agreed to the following:

ARTICLE I

The objective of this Agreement is to carry out collaborative activities between the Parties, specially directed, but not limited to, the following areas: commerce, tourism, education, culture, art, film, and economic development.

ARTICLE II

The Parties, within the framework of actions coordinated for the development of collaborative activities referred to this Agreement, shall act in full and complete observance of their respective powers derived from their national, state and local regulations and with strict compliance to the political-economic directives of their respective governments.

ARTICLE III

The Parties shall promote the implementation of specific projects to their public and/or private sectors, with the objective of exchanging technology, knowledge and professional education in the development of programs prioritized to promote economic activity in the framework of actions aimed at benefiting their communities.

ARTICLE IV

To achieve the objective indicated in Article I of this Agreement, the Parties shall carry out collaborative activities in the following modalities:

- a) promotion of business through an exchange of business missions and the participation in events such as exhibitions, trade fairs, seminars and business forums, with the objective of increasing the flow of goods and services;

- b) promotion of investments through an exchange of trade missions, information regarding investment possibilities and business opportunities; and the dissemination of existing mechanisms aimed at promoting joint investments; in addition to the identification and pursuit of legislation to support these endeavors;
- c) promotion of industry through the collaboration in the design and the application of strategies designed to stimulate local exports and the promotion of cooperation among the industries of both Parties;
- d) promotion of tourism through the participation in tourism forums; on tourism-oriented services; exchange of information on the characteristics of the respective markets, as well as the dissemination of the principal tourist destinations, partnerships on national tradeshows to promote the region with the objective of increasing the dynamics of this economic subsection;
- e) cultural promotion, motivating the mutual understanding of their particular cultures, art, film, historical and geographical characteristics, and the teaching of their respective language, as well as student or educational exchange, and
- f) any other modality agreed upon by the Parties.

It shall not be a condition to the implementation of this Agreement that the Parties establish specific projects or programs in all the areas and collaborative modalities referred in this Agreement.

ARTICLE V

The Parties shall draw up, jointly, an Annual Work Program, naming a representative for each Party, who shall function as a liaison to ensure appropriate supervision of the collaborative activities.

ARTICLE VI

Each specific project must contain the provisions for the carrying out of the collaborative activities derived from same and shall consider the specifications as to their scope, coordination and administration; assignment of resources, exchange of personnel, total costs and their distribution; project timeline, as well as any other information that the Parties deem necessary.

ARTICLE VII

If, as a result of collaborative activities developed in accordance with this Agreement, products of commercial value and/or intellectual property rights are generated, these shall be determined by the applicable national legislation, as well as the international conventions, which are binding for the United Mexican States and the United States of America.

ARTICLE VIII

The Parties shall finance the activities referred to in this Agreement with the assigned resources in their respective budgets according to the availability and terms of their national legislation. Each Party shall pay the expenses related to its participation, except in the case where alternate financial mechanisms could be used for specific activities, if considered appropriate.

ARTICLE IX

If the implementation of a specific project requires the exchange of expert personnel, the Parties shall agree, in each case, specifications that shall control this kind of exchange.

ARTICLE X

The personnel assigned by each of the Parties for the performance of the collaborative activities under this Agreement shall continue under the direction and guidance of the institution for which they belong and shall not create any labor relation with the other Party, which in no case shall be considered as a substitute employer.

The Parties shall rely on their respective competent authorities, in order to obtain the necessary facilities for the entry, stay and departure of participants officially involved in the projects of collaboration derived from this Agreement. Such participants shall be subject to the immigration, tax, customs, health, and national security laws of the receiving country and may not undertake any activity other than those pertaining to their functions, without the previous authorization of the competent authorities in this field. The participants must leave the receiving country, in accordance with the laws and provisions thereof.

ARTICLE XI

Notwithstanding the development of the Annual Work Program addressed in Article V, each party may draw up collaboration proposals that may arise during the implementation of this Agreement.

ARTICLE XII

The differences that may arise on the interpretation or application of this Agreement shall be resolved through mutual agreement of the Parties.

ARTICLE XIII

This Agreement shall take effect from the date all Parties have signed. The Agreement will remain in effect unless a Party terminates with (6) months advance notice.

This Agreement may be modified by mutual consent of the Parties, by formalizing it through written communications specifying the effective date of entry into force.

The early termination of this Agreement shall not affect the conclusion of the collaborative activities that may have been formalized during the Agreement was in force.

ARTICLE XIV

This Agreement shall be construed as a modification and renewal of the Agreement signed by the Parties on or about _____, _____ of 2022.

**FOR THE CITY OF EL PASO, OF THE
STATE OF TEXAS, OF THE UNITED
STATES OF AMERICA**

**POR LA CIUDAD DE PARRAS,
DEL ESTADO DE COAHUILA, DE
LOS ESTADOS UNIDOS
MEXICANOS**

Oscar Leaser
Mayor

Presidenta Municipal

Date


Date

(Signatures continue on following page)

ATTEST:

Laura D. Prine
Clerk, City of El Paso

APPROVED AS TO FORM:


(for)
Karla M. Nieman
City Attorney for the City of El Paso

ATTEST:

Consul General of the United States
in State of Coahuila

ATTEST:

Consul General of Estados Unidos
Mexicanos

**ACUERDO DE HERMANAMIENTO ENTRE
LA CIUDAD DE PARRAS, DEL ESTADO DE COAHUILA, DE LOS ESTADOS
UNIDOS MEXICANOS, Y LA CIUDAD DE EL PASO, DEL ESTADO DE TEXAS,
DE LOS ESTADOS UNIDOS DE AMÉRICA**

La Ciudad de Parras, del Estado de Coahuila, de los Estados Unidos Mexicanos y la Ciudad de El Paso, del Estado de Texas, de los Estados Unidos de América, en adelante referidos como “las Partes”,

CONSIDERANDO las excelentes relaciones de amistad y cooperación entre ambos países y el deseo de estrechar los vínculos entre las Partes;

INTERESADOS en establecer un marco jurídico para llevar a cabo actividades de colaboración en áreas identificadas de interés común;

Han acordado lo siguiente:

ARTÍCULO I

El presente Acuerdo tiene como objetivo llevar a cabo actividades de colaboración entre las Partes, especialmente dirigidas, pero no limitadas, a las áreas siguientes: comercio, educación, cultura, turismo, desarrollo económico, arte y cine.

ARTÍCULO II

Las Partes, dentro del marco de acciones coordinadas para el desarrollo de las actividades de colaboración a que se refiere el presente Acuerdo, actuarán en el pleno y absoluto respeto de sus respectivas capacidades derivadas de sus normativas nacionales, estatales y locales, y en estricto apego a las directivas político-económicas de sus respectivos gobiernos.

ARTÍCULO III

Las Partes promoverán la implementación de proyectos específicos a sus sectores público y/o privado, con el objetivo de intercambiar tecnología, conocimiento y educación profesional en el desarrollo de programas dirigidos prioritariamente a fomentar la actividad económica en el marco de acciones dirigidas al beneficio de sus comunidades.

ARTÍCULO IV

Para lograr el objetivo definido en el Artículo I del presente Acuerdo, las Partes llevarán a cabo actividades de colaboración, en las modalidades siguientes:

- a) promoción del comercio a través del intercambio de misiones comerciales y la participación en eventos como exposiciones, ferias comerciales, seminarios y foros empresariales, con el objetivo de incrementar el flujo de bienes y servicios;
- b) promoción de las inversiones mediante el intercambio de misiones empresariales, información sobre posibilidades de inversión y oportunidades de negocios; y la diseminación de mecanismos existentes dirigidos a la promoción de inversiones conjuntas; además de la identificación y la búsqueda de la legislación operativa vigente para el desarrollo de dichos esfuerzos;
- c) promoción de la industria mediante la colaboración en el diseño y la aplicación de estrategias diseñadas para estimular las exportaciones locales y promoverla cooperación entre las industrias de ambas Partes;
- d) promoción del turismo a través de la participación en foros turísticos; en servicios orientados al turismo; intercambio de información sobre las características de sus respectivos mercados, así como la difusión de los principales destinos turísticos y la colaboración en ferias nacionales con el fin de incrementar la dinámica en dicho subsector económico;
- e) promoción cultural, estimulando el mutuo conocimiento de sus respectivas culturas, arte, cine, características históricas y geográficas y la enseñanza de su idioma respectivo, así como intercambio de estudiantes o académicos, y
- f) Cualquier otra modalidad que las Partes acuerden.

La instrumentación del presente Acuerdo no estará condicionada a que las Partes establezcan proyectos ó programas específicos en todas las áreas y modalidades de colaboración a que se refiere el presente Acuerdo.

ARTÍCULO V

Las Partes formularán, conjuntamente, un Programa de Trabajo Anual, designando a un representante por cada Parte, quien fungirá como enlace para asegurar la adecuada supervisión de las actividades de colaboración.

ARTÍCULO VI

Cada proyecto específico deberá contener las provisiones para la ejecución de las actividades de colaboración derivadas del mismo y considerará las especificaciones sobre el alcance, coordinación y administración; asignación de recursos, intercambio de personal, costos totales y su distribución; cronograma de ejecución, así como cualquier otra información que las Partes consideren necesaria.

ARTÍCULO VII

Si como resultado de las actividades de colaboración desarrolladas en conformidad con el presente Acuerdo, se generan productos de valor comercial y/o derechos de propiedad intelectual, éstos se registrarán por la legislación nacional aplicable en la materia, así como también por las convenciones internacionales que sean vinculantes para los Estados Unidos Mexicanos y los Estados Unidos de América.

ARTÍCULO VIII

Las Partes financiarán las actividades a que se refiere el presente Acuerdo con los recursos asignados en sus respectivos presupuestos, conforme con la disponibilidad de los mismos y lo dispuesto por su legislación. Cada Parte sufragará los gastos relacionados con su participación, excepto en el caso de que puedan utilizarse mecanismos de financiamiento alternos para actividades específicas, según se considere apropiado.

ARTÍCULO IX

Si la implementación de un proyecto específico de cooperación requiriese el intercambio de expertos, las Partes acodarán, en cada caso, las especificaciones que registrarán este tipo de intercambio.

ARTÍCULO X

El personal designado por cada una de las Partes para la ejecución de las actividades de colaboración al amparo del presente Acuerdo, continuará bajo la dirección y guía de la institución a la que pertenezcan, por lo que no se crearán relaciones

de carácter laboral con la otra Parte, a la que en ningún caso se le considerará patrón sustituto.

Las Partes se apoyarán en sus autoridades correspondientes, para que se otorguen todas las facilidades necesarias para la entrada, estancia y salida del personal participante que en forma oficial se vean involucrados en los proyectos de colaboración que se deriven del presente Acuerdo. Dichos participantes se someterán a las disposiciones migratorias, fiscales, aduaneras, sanitarias y de seguridad nacional vigentes en el país receptor y no podrán dedicarse a ninguna actividad ajena a sus funciones sin la previa autorización de las autoridades competentes en la materia. Los participantes dejarán el país receptor, de conformidad con las leyes y disposiciones del mismo.

ARTÍCULO XI

No obstante del desarrollo del Programa de Trabajo Anual contemplado en el Artículo V, cada Parte podrá formular propuestas de colaboración que puedan surgir en el transcurso de la implementación del presente Acuerdo.

ARTÍCULO XII

Las diferencias que pudieran surgir de la interpretación o aplicación del presente Acuerdo serán resueltas de común acuerdo entre las Partes.

ARTÍCULO XIII

El presente Acuerdo entrará en vigor a partir de la fecha de su firma por ambas Partes y continuará vigente a menos que cualquiera de las Partes decida darlo por terminado mediante notificación escrita dirigida a la otra Parte con al menos seis (6) meses de anticipación.

El presente Acuerdo podrá ser modificado por mutuo consentimiento de las Partes, formalizado a través de comunicaciones escritas en las que se especifique la fecha exacta de su entrada en vigor.

La terminación anticipada del presente Acuerdo no afectará la conclusión de las actividades de colaboración que hubieran sido formalizadas durante la vigencia del presente Acuerdo.

ARTÍCULO XIV

Este Acuerdo se interpretará como una modificación y renovación del Acuerdo firmado por las Partes el día o alrededor del _____ de _____ del 2022.

**POR LA CIUDAD DE EL PASO,
DEL ESTADO DE TEXAS,
DE LOS
ESTADOS UNIDOS AMERICANOS**

**POR LA CIUDAD DE PARRAS,
DEL ESTADO DE COAHUILA,
DE LOS
ESTADOS UNIDOS MEXICANOS**

Oscar Leeser
Alcalde de El Paso

Presidenta Municipal

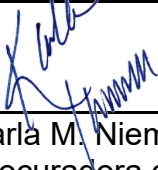
Fecha: _____ / _____ / _____

Fecha: _____ / _____ / _____

TESTIGO:

Laura D. Prine
Secretaria de la Cuidad de
El Paso, Texas

APROBABDO EN CUANTO
A LA FORMA:



(for)
Karla M. Nieman
Procuradora de la Ciudad
de El Paso, Texas

TESTIGO:

TESTIGO:

Consul General de los
Estados Unidos de América en
Coahuila, México

Consul General de los
Estados Unidos Mexicanos



Legislation Text

File #: 22-1327, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that declares the expenditure of District 3 discretionary funds in an amount not to exceed \$1,500.00 to be used towards a COVID-19 safe, inclusive and sensory friendly, Halloween event in District 3, serves a municipal purpose by setting the standard for a safe and secure city, enhancing El Paso's quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 10.11.22

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

DISTRICT(S) AFFECTED: District 3

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 that declares the expenditure of District 3 discretionary funds in an amount not to exceed \$1,500.00 to be used towards a COVID-19 safe, inclusive and sensory friendly, Halloween event in District 3, serves a municipal purpose by setting the standard for a safe and secure city, enhancing El Paso's quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community.

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?

For the past two years, the Office of District 3 has organized COVID-19 safe Halloween events at various locations throughout District 3. These past holiday events have been funded through a combination of donations from community partners and District 3 discretionary funds. The Office of District 3 seeks to continue the holiday tradition, and this year will host a sensory friendly "Trunk-or-Treat" Halloween event in partnership with the Autism Society of El Paso and the Office of JP Judge Josh Herrera. The event strives to create to an inclusive and safe Halloween experience for all including those with sensory sensitivities, food allergies and/or disabilities.

PRIOR COUNCIL ACTION:

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

Yes.

10.13.20 City Council Meeting

Discussion and action that the City Council declares that the expenditure of District 3 discretionary funds in an amount not to exceed \$1,500.00 to host permitted Halloween and Dia de Los Muertos activities, serves a municipal purpose by setting the standard for a safe and secure city, promoting the visual image of El Paso, enhancing El Paso's quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community.

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?

\$1,500 from District 3 Discretionary Funds

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

RESOLUTION

WHEREAS, for the past two years, the Office of District 3 has organized COVID-19 safe Halloween events at various locations throughout District 3; and

WHEREAS, these past holiday events have been funded through a combination of donations from community partners and District 3 discretionary funds; and

WHEREAS, the Office of District 3 seeks to continue the holiday tradition, and this year will host a sensory friendly “Trunk-or-Treat” Halloween event in partnership with the Autism Society of El Paso and the Office of JP Judge Josh Herrera; and

WHEREAS, the office of District 3, City Representative wishes to host this event to create an inclusive and safe Halloween experience for all including those with sensory sensitivities, food allergies and/or disabilities; and

WHEREAS, Representative of District 3, Cassandra Hernandez, desires to contribute discretionary funds in an amount not to exceed \$1,500.00 for permitted activities associated with hosting an inclusive and safe Halloween experience; and

WHEREAS, the City Council finds that the expenditure of District 3 discretionary funds in an amount not to exceed \$1,500.00 to be used towards a COVID-19 safe, inclusive and sensory friendly, Trunk-or-Treat Halloween event in District 3, serves a municipal purpose by setting the standard for a safe and secure city, enhancing El Paso’s quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community.

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

That the City Council declares the expenditure of District 3 discretionary funds in an amount not to exceed \$1,500.00 to be used towards a COVID-19 safe, inclusive and sensory friendly, Trunk-or-Treat Halloween event in District 3, serves a municipal purpose by setting the standard for a safe and secure city, enhancing El Paso’s quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community.

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended to carry out the purpose of this resolution.

[Signatures begin 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:



Joyce Garcia
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1333, **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 Alexsandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action to recognize October 2022 as National Long-Term Care Residents' Rights Month.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: October 11, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 915-212-0002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Environments)

SUBJECT:

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

Discussion and action to recognize October 2022 as National Long-Term Care Residents' Rights Month.

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*****

RESOLUTION

WHEREAS, there are 1.3 million individuals living in 15,600 nursing homes, and over 800,000 individuals living in 28,900 assisted living/residential care facilities in the U.S.; and

WHEREAS, the federal Nursing Home Reform Act of 1987 guarantees residents their individual rights in order to promote and maintain their dignity and autonomy; and

WHEREAS, all residents should be aware of their rights so they may be empowered to live with dignity and self-determination; and

WHEREAS, we wish to honor and celebrate these citizens, to recognize their rich individuality, and to reaffirm their right to vote and participate politically, including the right to have a say in their care; and

WHEREAS, the Sanctuary for Longevity Project, the Texas Silver-Haired Legislature, the Rio Grande Area Agency on Aging, groups, and individuals across the country will be celebrating Residents' Rights Month with the theme – "Inspiring Unity within Our Community" – emphasizing the importance of fostering meaningful community within the Long Term Care facility and encouraging residents' connection to their local community.

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

Recognizes October 2022 as National Long-Term Care Residents' Rights Month, in the City of El Paso, and encourages all citizens to join in these important observances.

PASSED AND APPROVED this _____ day of _____, 2022.

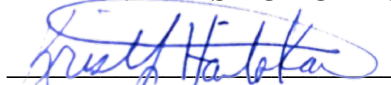
THE CITY OF EL PASO:

ATTEST:

Oscar Leoser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Senior Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1334, **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

AGENDA LANGUAGE:

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

Discussion and action to recognize the month of October 2022 as Domestic Violence Awareness Month.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: October 11, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 915-212-0002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Environments)

SUBJECT:

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

Discussion and action to recognize the month of October 2022 as Domestic Violence Awareness Month.

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*****

RESOLUTION

WHEREAS, the crime of domestic violence violates an individual's dignity and humanity, due to the systematic use of physical, emotional, sexual, psychological, and economic control; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cut across all economic, racial, and societal barriers, and are supported by societal indifferences; and

WHEREAS, in 2022, the Center Against Sexual and Family Violence celebrated 45 years of being at the forefront of advocating for safety and justice through intervention, education, and community collaboration in the tri-county area of El Paso, Hudspeth, and Culberson counties; and

WHEREAS, this year's campaign, "BE KIND, REWIND TO A HEALTHY START," highlights the importance of changing this learned behavior, because only then, will we break the cycle of abuse; and

WHEREAS, in recognition of the important work done by domestic violence programs, it is important for all citizens to actively participate in scheduled activities and programs to work toward improving victim safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole; and

WHEREAS, since 1987, much progress has been made to support domestic violence victims and survivors, to hold abusers accountable, and to create and update legislation to further those goals; and

WHEREAS, the month of October has served to bring awareness nationwide since 1987 and to unite individuals and organizations working on domestic violence issues.

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

That the month of October, 2022 shall be known as: "**DOMESTIC VIOLENCE AWARENESS MONTH.**"

(Signatures on the following page)

APPROVED this _____ day of _____ 2022.


THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney



Legislation Text

File #: 22-1342, 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

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.

Discussion and action to approve a Resolution that the City Council declares that the expenditure of District 8 discretionary funds in an amount not to exceed \$10,000.00, to cover costs of stage rental, audio/visual equipment, entertainment, hiring of off-duty law enforcement officers or private security officers, barrier rental for vehicle pedestrian control, permitting fees, and/or portable restroom rental related to the holding of the Segundo Barrio Community Block Party by the Southside Neighborhood Association, serves the municipal purpose of fostering community pride, encouraging civic engagement and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1221, 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

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

Economic and International Development, Karina Brasgalla, (915) 212-1570

AGENDA LANGUAGE:

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

Presentation and discussion on the Grants and Strategic Initiatives Program. [POSTPONED FROM 09-27-2022]

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

AGENDA DATE: September 27, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Elizabeth Triggs, (915) 212-0094, TriggsEK@elpasotexas.gov
Karina Brasgalla, (915) 212-1570, BrasgallaKX@elpasotexas.gov

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 6. Set the standard for sound governance and fiscal management

SUBGOAL: Subgoal 6.4. Implement leading-edge practices for achieving quality and performance excellence

SUBJECT:

Presentation and discussion on the Grants and Strategic Initiatives Program.

BACKGROUND / DISCUSSION:

On November 15, 2021, President Biden enacted the Bipartisan Infrastructure Law, a nearly \$1 trillion act containing an estimated \$550 billion in new spending above baseline levels to invest in all modes of transportation, water, power and energy, environmental remediation, public lands, broadband, and resilience. Approximately \$284 billion (or 52 percent) of the \$550 billion in new investments is directed toward modernizing and making improvements across all modes of transportation over the next five years (from FY22 through FY26). In addition to funding 25 competitive infrastructure funding opportunities available to local governments, the law further significantly increased the amount of non-competitive formula funding that will flow first to states and then on to cities and local governments.

Cities can access the law's funds in three general ways: 1) competitively, through federal grant programs, such as Rebuilding American Infrastructure Sustainably and Equitably and Infrastructure for Rebuilding America, and competitive processes run by state departments of transportation; 2) suballocations based on population from state departments of transportation, such as the Surface Transportation Block Grant Program; and 3) federal formulas, like transit formulas and the formula (entitlement) component of the Airport Improvement Program.

Following enactment of the bill, the City of El Paso established a Grants and Strategic Initiatives Program, led by Economic and International Development, Capital Improvements, International Bridges, the El Paso International Airport, and Streets and Maintenance to coordinate across City departments and with local stakeholders, including the El Paso Mobility Coalition, the Paso del Norte Health Foundation / Paso del Norte Community Foundation, and the Metropolitan Planning Organization, among others to prioritize our community's capital needs and develop a project pipeline. Those projects are then matched to federal funding streams made possible through the Bipartisan Infrastructure Law and other federal legislative actions, such as the National Defense Authorization Act for Fiscal Year 2022.

The purpose of this presentation is to share information about the City's Grants and Strategic Initiatives Program, including submitted applications, secured awards, and the development of an aligned and integrated local strategy to pursue our community's priorities using the Communities of Excellence framework to partner with other local stakeholders.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

Revised 04/09/2021

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: Capital Improvement Department

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

DEPARTMENT HEAD:



Elizabeth Triggs, Director
Economic and International Development

October 11, 2022

Item 35

Discretionary Grant Program Update

An Overview of the Program Approach, Results, and Next Steps

Goal 1. Cultivate an environment conducive to strong economic development





Overview

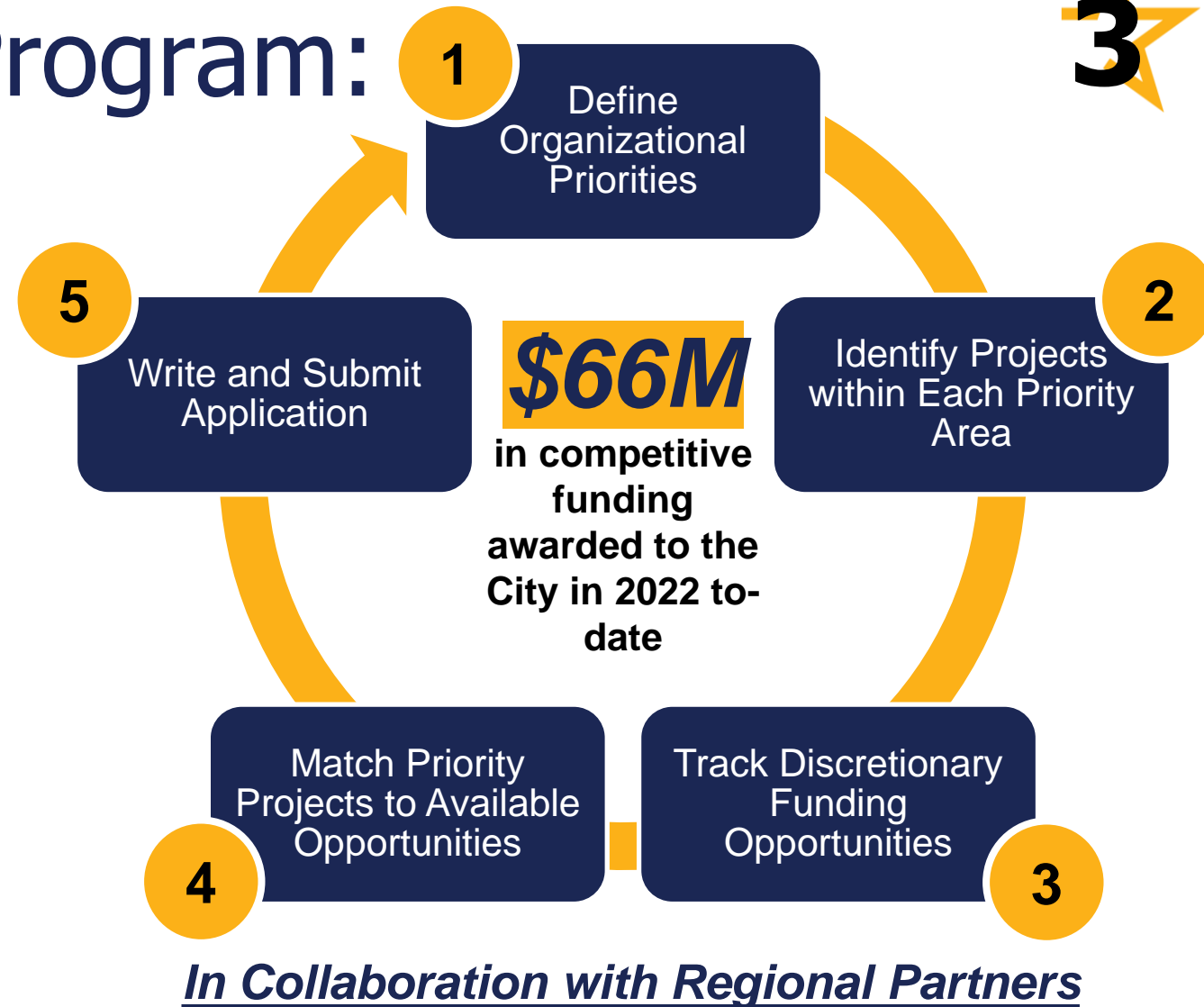
- Discretionary Grant Program
- Program Results to Date
- Upcoming Funding Opportunities

Discretionary Grant Program:

Program Overview

Program Goal: To **Successfully Secure** Competitive Grant Funding for the City and Region

- **Integrated approach** across City departments + regional partner organizations
- Using the **Communities of Excellence** Framework
- Supported by **subject matter experts:** Transystems + Federal Grant Project Manager
- Made possible through the City's **core competency** in financial management



Discretionary Grant Program:

Define Organizational Priorities + Projects

- | | |
|--------------------------------|----------------------------------|
| 1. I-10 Deck Plaza | 6. Aging Infrastructure + Safety |
| 2. Advanced Manufacturing | 7. Key Transportation Corridors |
| 3. International Bridge System | 8. Street Connections |
| 4. Energy + Climate Change | 9. Regional Trail System |
| 5. Streetcar Extension | 10. Broadband + Digital Divide |
-

74 Projects Identified

Discretionary Grant Program: Track + Match Priority Projects with Funding Opportunities

Grant Program Matrix contains
details on projects, priorities, grant
programs, submitted applications,
and awards



Deck Park Planning	2021	CID	Deck Plaza	1.1		
Advanced Manufacturing Center Pre-construction	2021	El Paso Makes, Airport/CID/ED	Economic Development	1.1		
Runway Lighting	2022	Airport/CID	Energy and Resilience	7.5		
DDM Trail - Zoo Segment	2023	ED/D	Citywide trail system	7.2		
Project Timing Project List Grant List Submitted Applications Awarded Grants +						
DESCRIPTION	ALLOWABLE ACTIVITIES	AWARD	MATCH REQUIREMENT	PRIORITY	WHEN	
Implementing roadway safety and serious injuries, requires development of a Safety Action Plan	Safety Action Plan; Planning & development	\$200K - \$1M for municipalities, \$5M for MPOs and partnerships	20%	Transportation		Q4
Preventing roadway death and serious injuries, requires development of a Safety Action Plan	Construction	\$5M - \$30M for municipalities, \$50M for MPOs and partnerships	20%	Transportation		Q4
Removing, retrofitting, or mitigating	Planning &					
Project Timing Project List Grant List Submitted Applications Awarded Grants +						
Name	Project Description and Scope	Total Project Cost	Design Status	Environmental Review Status	Project Development Timeline	Discretionary Grant Program Eligibility
Bridge System	Over 7.2 million, pedestrian crossings (2.0 million), and rank third in cargo crossings (750k). In the recently adopted Texas-Mexico Border Transportation Master Plan, 292 projects have been identified throughout the El Paso region for a total cost of \$11.6 billion. These efforts are also directly tied to the implementation of the City's strategic Plan, and specifically that document's directives to enhance the cross-border experience for bridge users					
Transportation Systems at Paso del Norte	ITS enhancements (additional security monitoring systems, traffic control improvements, radar vehicle sensing	\$25,000,000	Not started	Not started		SMART IRD
Project Timing Project List Grant List Submitted Applications Awarded Grants +						
Deck Planning		CID	Deck Plaza	1.1	2021	Awarded
Advanced Manufacturing Center Construction	\$1.5M	El Paso Makes, Airport/CID/ED	Economic Development	1.1	2021	Awarded
Advanced Manufacturing Center Construction	\$61M	El Paso Makes, Airport/CID/ED	Economic Development	1.1	Mar-22	Finalist
Stanton POE Feasibility Study	\$5M	IBD	International Bridge System	1.5	Dec-21	Not awarded
Veleta Pedestrian Improvements	\$2M	IBD	International Bridge System	1.5	Mar-22	
Grant List Submitted Applications Awarded Grants +						538

Discretionary Grant Program: Collaborate with Regional Partners for Strongest Impact

Working with **regional partners** to pursue funding opportunities:

- Paso del Norte Community Foundation (PDNCF), El Paso Mobility Coalition, Metropolitan Planning Organization, El Paso County, UTEP and others
 - PDNCF + City partnered to bring subject matter expert, Transystems, onboard
- **Stronger applications** with partnerships + support
- Ensure we are not competing for same opportunities





Discretionary Grant Program: Tracking Performance Metrics (2022 to-date)

10 Organizational Priorities

- 74 Projects Identified



92 Programs Tracked

- 21 Prospective Programs

11 Grant Submissions



7 Competitive Awards

Program Results: 2022 To Date



\$0.9M

Downtown Deck Plaza Design (USDOT)

\$5.0M

El Paso International Airport Terminal Improvements (FAA)

\$13.0M

El Paso International Airport RWY 8R + TWY U (FAA)

\$8.8M

Sun Metro Electric Paratransit Fleet + Infrastructure (FTA)

\$25.0M

Advanced Manufacturing Campus Development (EDA)

\$12.0M

Ysleta Port of Entry Pedestrian Improvements (USDOT)

\$1.0M

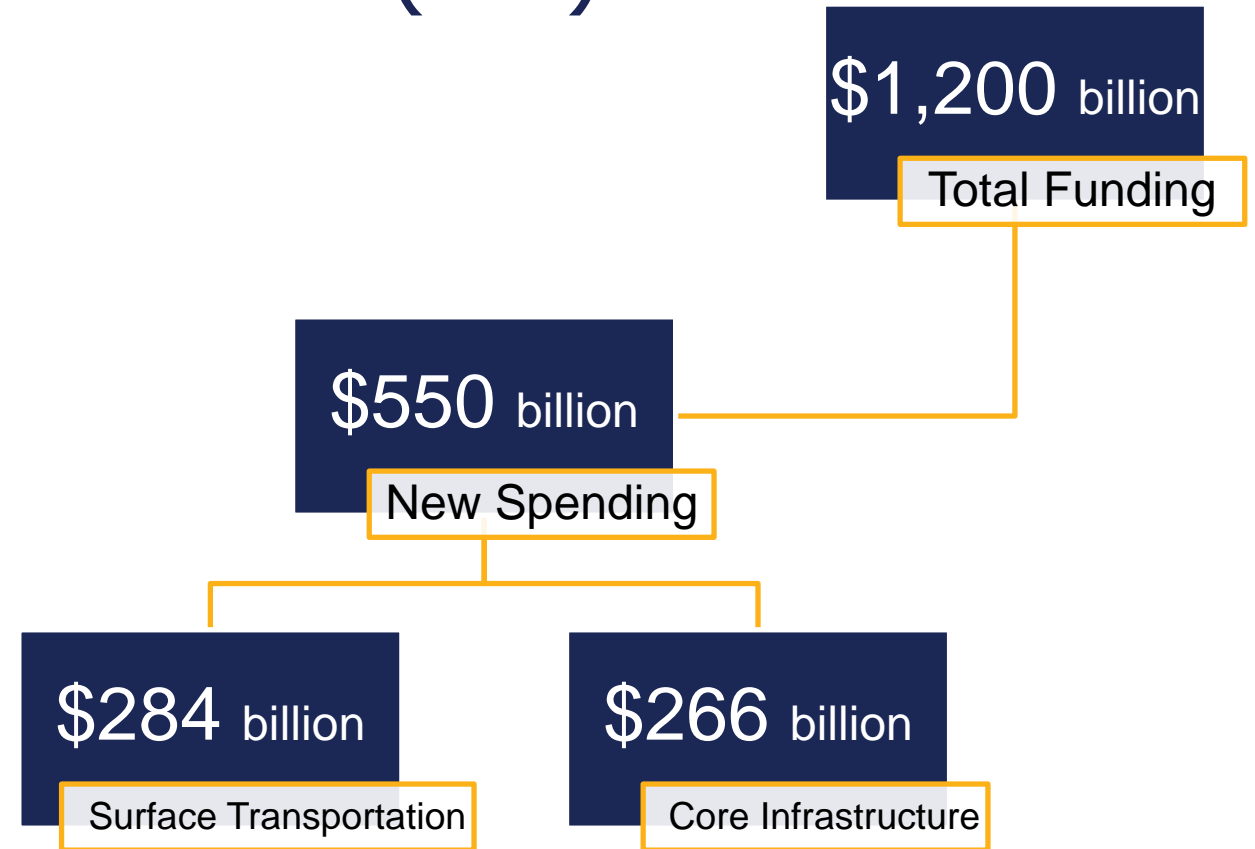
Paso del Norte Trail Segment Connecting Zoo to MCA (CPF)

\$65.7M

Total Competitive Awards to the City in 2022 To-Date

Upcoming Opportunities: The Bipartisan Infrastructure Law (BIL)

- Department of Transportation will direct the largest portion of the BIL's investments (\$274 billion)
- Several other agencies will see their budgets expand
- Investments will go to 5 main areas:
 - Agency Programs + Operations
 - Formula Grants
 - **Competitive Grants (>\$200 billion)**
 - Loans
 - Highway Trust Fund



Other Funding Opportunities

- American Rescue Plan Act
 - \$3 billion in supplemental funding to the Economic Development Agency
 - Including Build Back Better Regional Challenge
- Community Project Funding
 - Return of community projects funded via annual budget process
- National Defense Authorization Act (FY23)
 - Establishes pilot program for Army to install microgrids at military installations and field electric vehicle fleets

Upcoming Funding Opportunities: City-Led Planned Submissions

DECEMBER 2022: REMOVAL OF AT-GRADE CROSSINGS AT ZARAGOZA
(*CRISI VIA USDOT*)

APRIL 2023: DESIGN + ENGINEERING STREETCAR ROUTE EXTENSION
DOWNTOWN TO MCA
(*RAISE VIA USDOT*)

MAY 2023: I-10 SEGMENT 2 + DECK PLAZA CONSTRUCTION
SUBMITTED IN PARTNERSHIP WITH TXDOT
(*MEGA VIA USDOT*)

OCTOBER 2023: DESIGN OF SEGMENTS OF PASO DEL NORTE TRAIL
SUBMITTED IN PARTNERSHIP WITH PASO DEL NORTE
(*RECONNECTING COMMUNITIES VIA USDOT*)



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1338, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Presentation and discussion on Pavement Condition Index (PCI) results.

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

AGENDA DATE: October 11, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., City Engineer, 212-0065

DISTRICT(S) AFFECTED: ALL

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

SUBGOAL: N/A

SUBJECT:

Presentation and discussion on Pavement Conditions Index (PCI) results.

BACKGROUND / DISCUSSION:

This presentation will provide an overview of the PCI history, results, website and next steps.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES X NO

PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: *Sam Rodriguez*

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



CITY OF EL PASO

Street Pavement Condition Index Study

October 11, 2022





TABLE OF CONTENTS

1. Street Inventory
2. How Streets Deteriorate
3. Historic Investment
4. PCI Results
5. PCI Website
6. Next Steps



7: Enhance and Sustain El Paso's Infrastructure Network



Strategic Plan Alignment



City of El Paso Streets Inventory



6,117 streets

5,769 residential streets
188 arterial streets
160 collector streets



Over 2,400 centerline miles



\$3.6 Billion Asset

CONTRIBUTING FACTORS TO STREET DETERIORATION



CITY OF EL PASO

- Decades of minimal and inconsistent investment in street resurfacing and street reconstruction
- Damage from storm water runoff and drainage systems – water penetrating pavement deteriorates the road base and subgrade
- Impact of permitted and illegal pavement cuts
- Increase in development, leading to larger traffic volumes than they were constructed to support
- Urban sprawl and development



483
Resurfaced
Streets
(2013 - Present)



CITY OF EL PASO



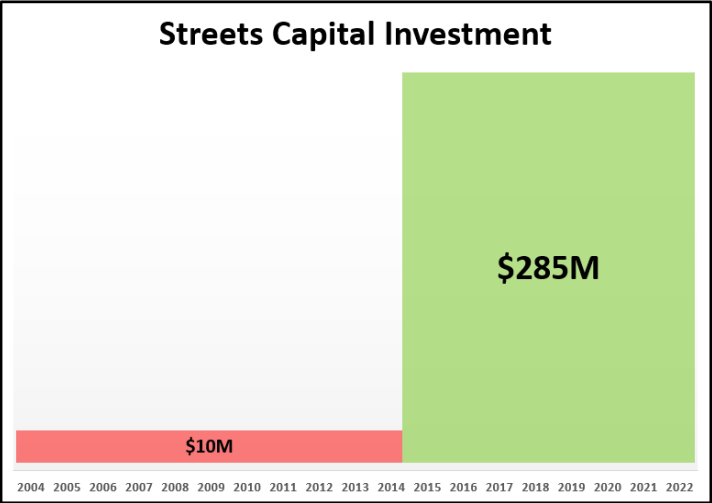
CITY OF EL PASO

553

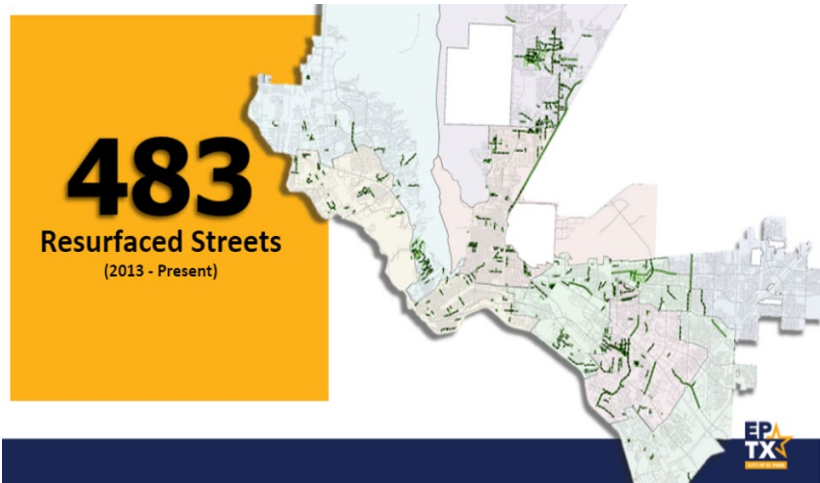
Alignment & Integration



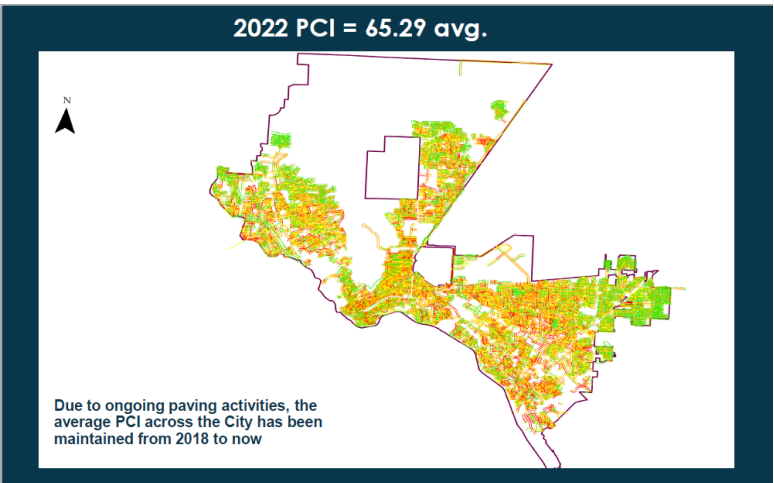
Streets Capital Investment
Funding



Resurfaced Streets
2013 - Present



2022 Pavement
Condition Index (PCI)



2008 Avg. PCI = 75.54
2018 Avg. PCI = 65.42
2022 Avg. PCI = 65.29

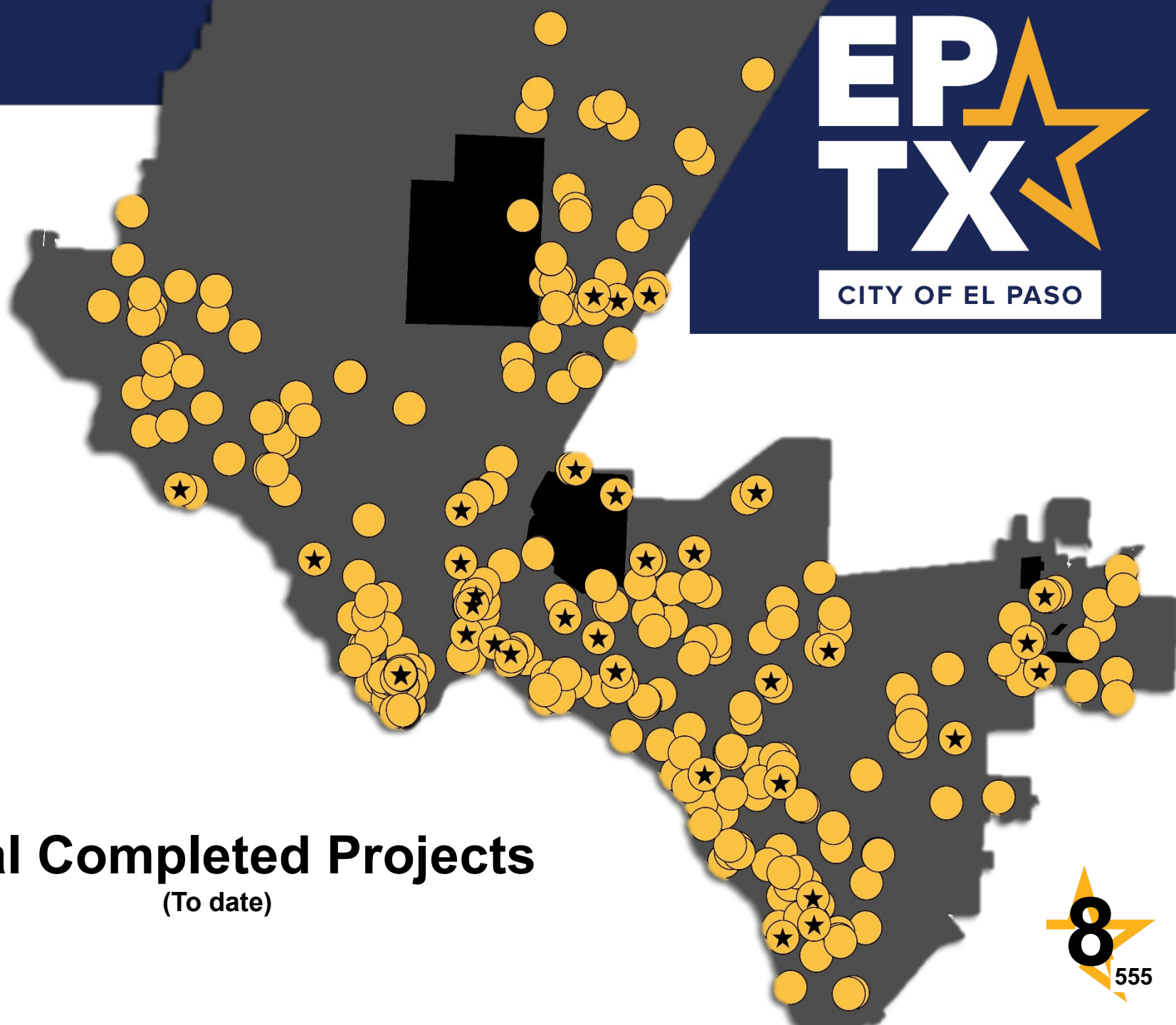


Completed Projects Map

★ FY 2022 Completed Projects

461

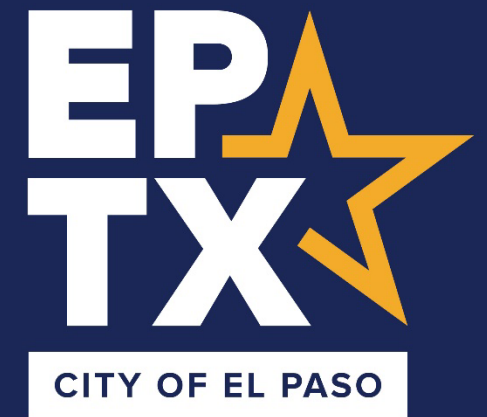
Total Completed Projects
(To date)





178 +
Park and
Recreation Improvements

63 +
Facility
Improvements



173 +
Transportation
Improvements



25 +
Airport
Improvements



22 +
Public Safety
Improvements

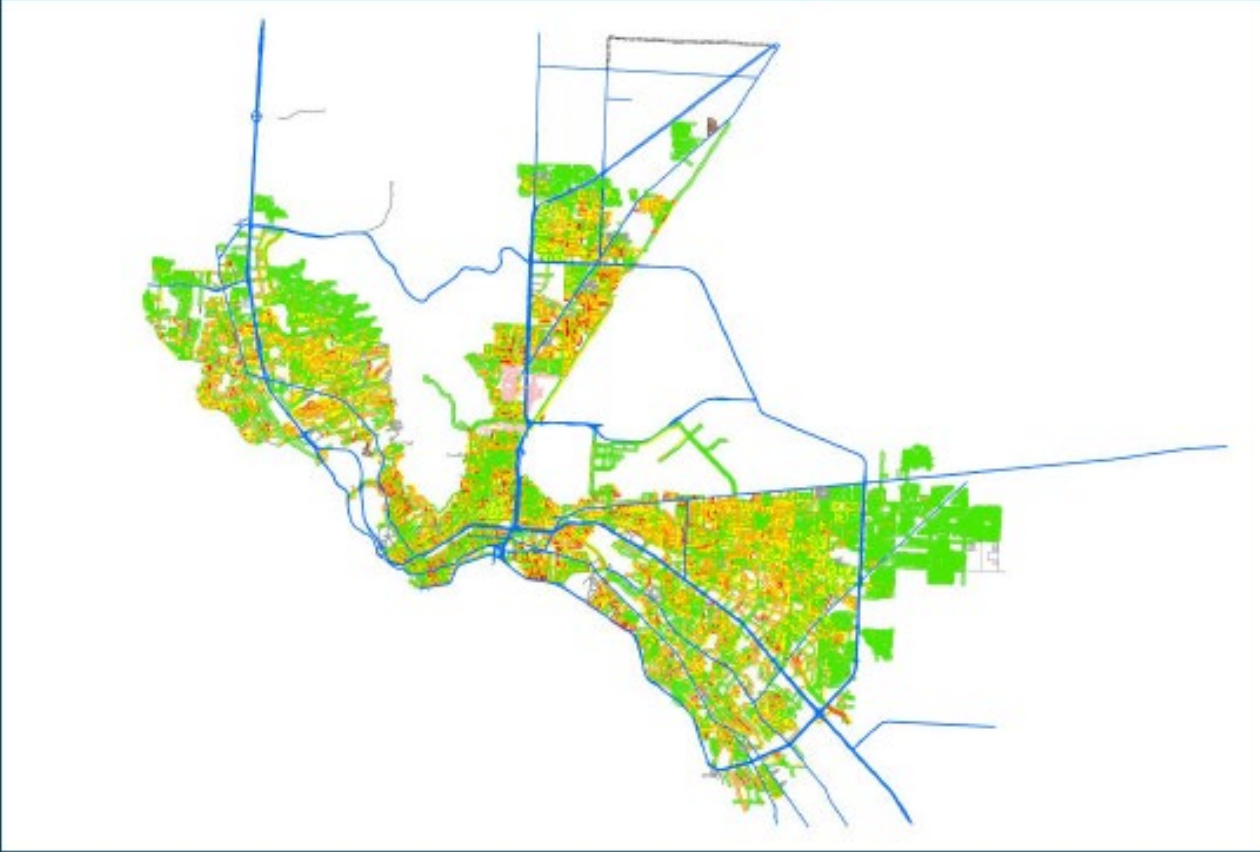
PCI – What is it?

PAVEMENT CONDITION INDEX

- Pavement Condition Index (PCI) is data used to assess the general condition of pavement.
- It is a numerical indicator that rates the general condition of the surface pavement of a road from 0-100.
 - New streets = 100; very poor < 30
 - *Currently at average 65*
- The data can be used as a tool for decision-making on infrastructure improvements.
- Provides forecasting, which can assist with planning future improvements.
- The City reevaluates pavement through a PCI study every 4-5 years in order to
 - Acquire relevant data about the present-day conditions, to acquire data about the deterioration of the network over time, and to utilize as a primary tool in making capital project decisions on street right of way.

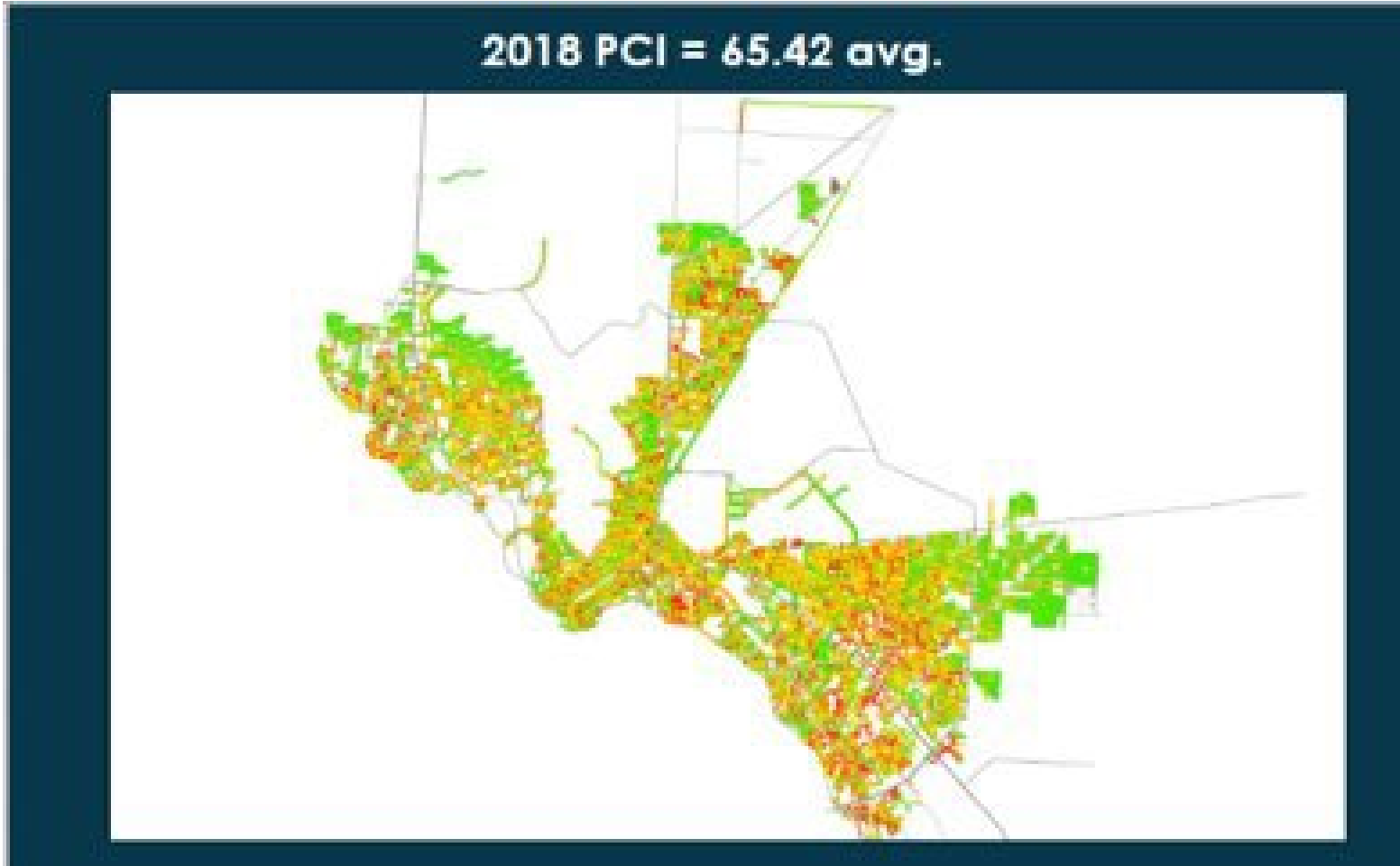
2008 PCI PAVEMENT CONDITION INDEX

2008 PCI = 75.54 avg.



PCI range	Class
85-100	Good
70-85	Satisfactory
55-70	Fair
40-55	Poor
25-40	Very Poor
10-25	Serious
0-10	Failed

2018 PCI PAVEMENT CONDITION INDEX

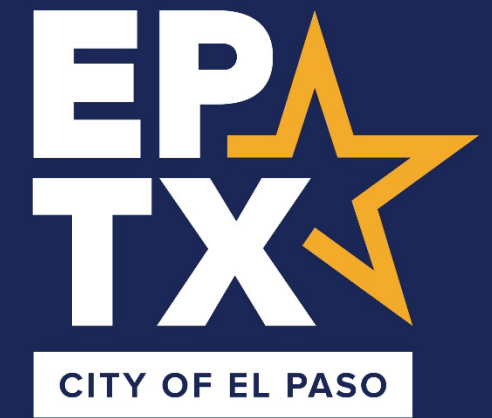
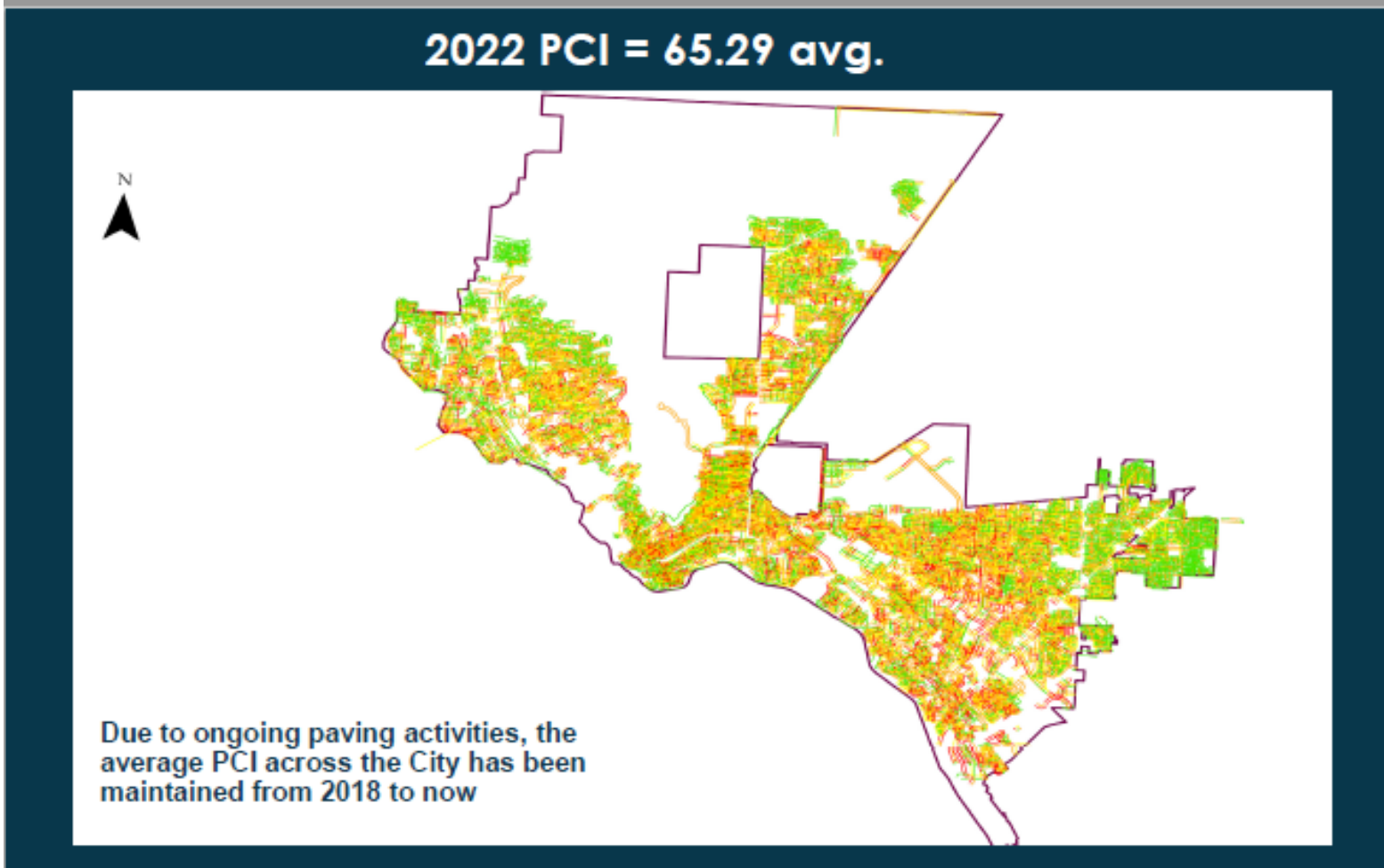


CITY OF EL PASO

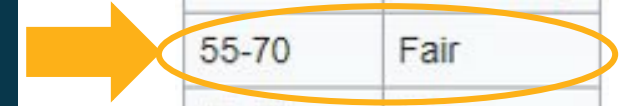


PCI range	Class
85-100	Good
70-85	Satisfactory
55-70	Fair
40-55	Poor
25-40	Very Poor
10-25	Serious
0-10	Failed

2022 PCI PAVEMENT CONDITION INDEX



PCI range	Class
85-100	Good
70-85	Satisfactory
55-70	Fair
40-55	Poor
25-40	Very Poor
10-25	Serious
0-10	Failed



El Paso PCI's



CITY OF EL PASO

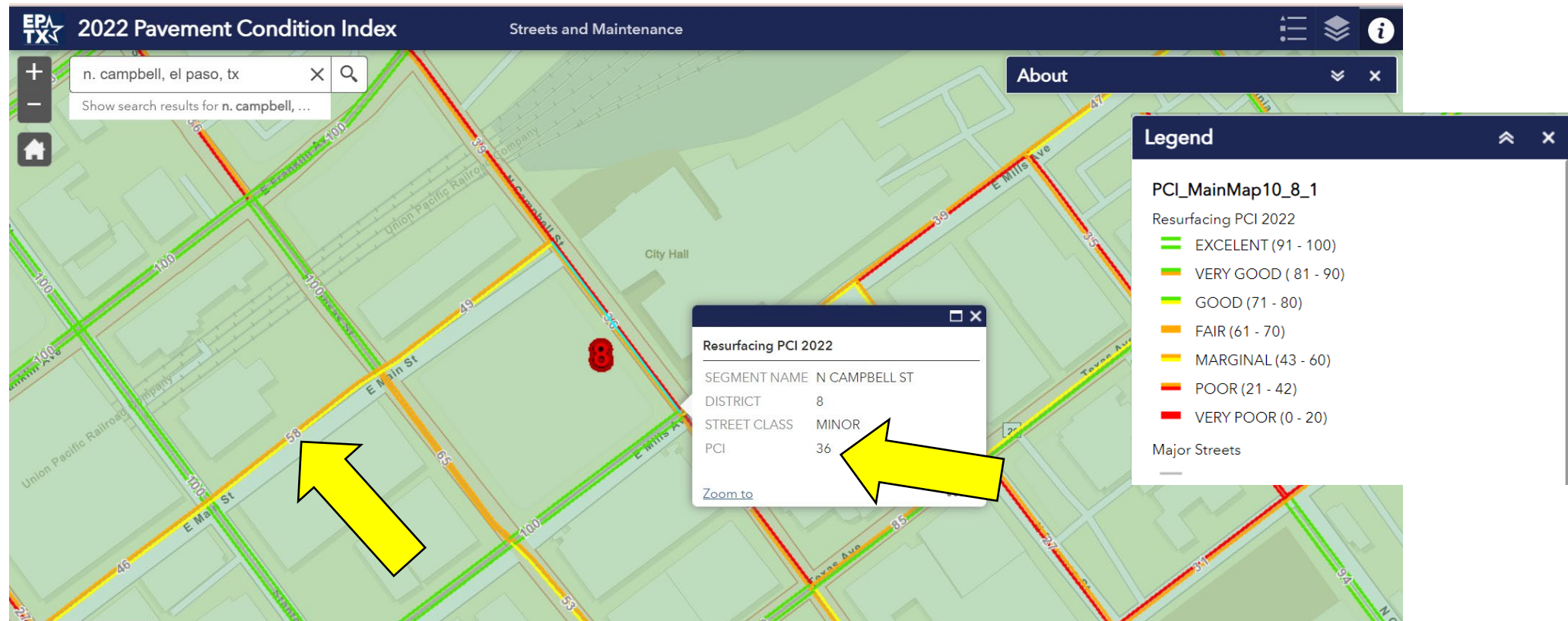
PCI Range	Condition Description	2022 Data % of Network	2018 Data % of Network	2008 Data % of Network
91-100	Excellent	11.57 %	27.66 %	26.75 %
81-90	Very Good	17.52 %	14.16 %	22.72 %
71-80	Good	16.16 %	15.48 %	17.06 %
61-70	Fair	12.21 %	10.31 %	17.59 %
43-60	Marginal	25.08 %	19.56 %	10.46 %
21-42	Poor	17.41 %	10.06 %	5.00 %
0-20	Very Poor	0.05 %	2.77 %	0.42 %
COEP PCI Average		65.29	65.42	75.54
Percentage Good or Higher		45.25 %	57.30 %	66.5 %
Percentage Fair or Lower		54.75 %	42.70 %	33.5 %

Presently more than 50% of streets in fair to very poor condition

PCI Study 2022 –

Website available for public use to view your Streets PCI

View PCI Map



Street Pavement Continues to be a high priority for our Community

PCI Study Completed – Website available for public use

Public Information Campaign Underway for the November 2022 Community Progress Bond

Next Funding Available (recommendation for streets will be presented first quarter in 2023 based on criteria from slide 23)

- FY 24/25- \$14 M Residential (\$7M Pay Go per year)
- FY 24/25 - \$6 M Collector (\$3M Pay Go per year)

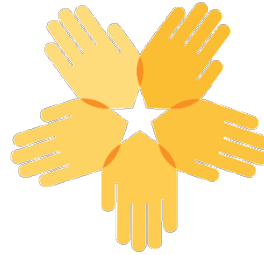
If Bond Passes on November 8, 2022:

- FY 24 /25 \$7 M residential (\$3.5 M per year) increased total of \$10.5M
- Rollout of the top 50 Arterial pavement upgrades



Ongoing Outreach

Join Us!



THURSDAY, SEPTEMBER 1, 2022

6 PM

Northeast Regional Command Center
9600 Dyer

WEDNESDAY, SEPTEMBER 7, 2022

6 PM

Municipal Services Center
7968 San Paulo

WEDNESDAY, SEPTEMBER 14, 2022

6 PM

Marty Robbins Rec Center
11620 Vista Del Sol

TUESDAY, SEPTEMBER 20

6 PM

Virtual Meeting

WEDNESDAY, SEPTEMBER 21, 2022

5:30 PM

Clardy Fox Library
5515 Robert Alva

WEDNESDAY, SEPTEMBER 21, 2022

6 PM

Region 19
11670 Chito Samaniego

THURSDAY, SEPTEMBER 22, 2022

6 PM

The Beast Community Center
13501 Jason Crandall

WEDNESDAY, SEPTEMBER 28, 2022

6 PM

Memorial Senior Center
1800 Byron

THURSDAY, SEPTEMBER 29, 2022

6 PM

Galatzan Rec Center
650 Wallenberg

FRIDAY, SEPTEMBER 30

7:30 AM

Denny's
4690 Woodrow Beam Transmountain

THURSDAY, OCTOBER 6, 2022

6 PM

Westside Regional Command Center
4801 Osbourne



Ongoing Outreach

Join Us!



WEDNESDAY, OCTOBER 12, 2022

8 AM

Village Inn

7144 Gateway Blvd East

Upcoming additional meetings to:

- Moms On Board
- Chamber of Commerce
- Hispanic Chamber of Commerce
- Green Hope Project
- Frontera Land Alliance





Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Misión

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



Visión

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



Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1323, **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.

Presentation and discussion on El Paso Animal Services Medical Operations.

**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: 

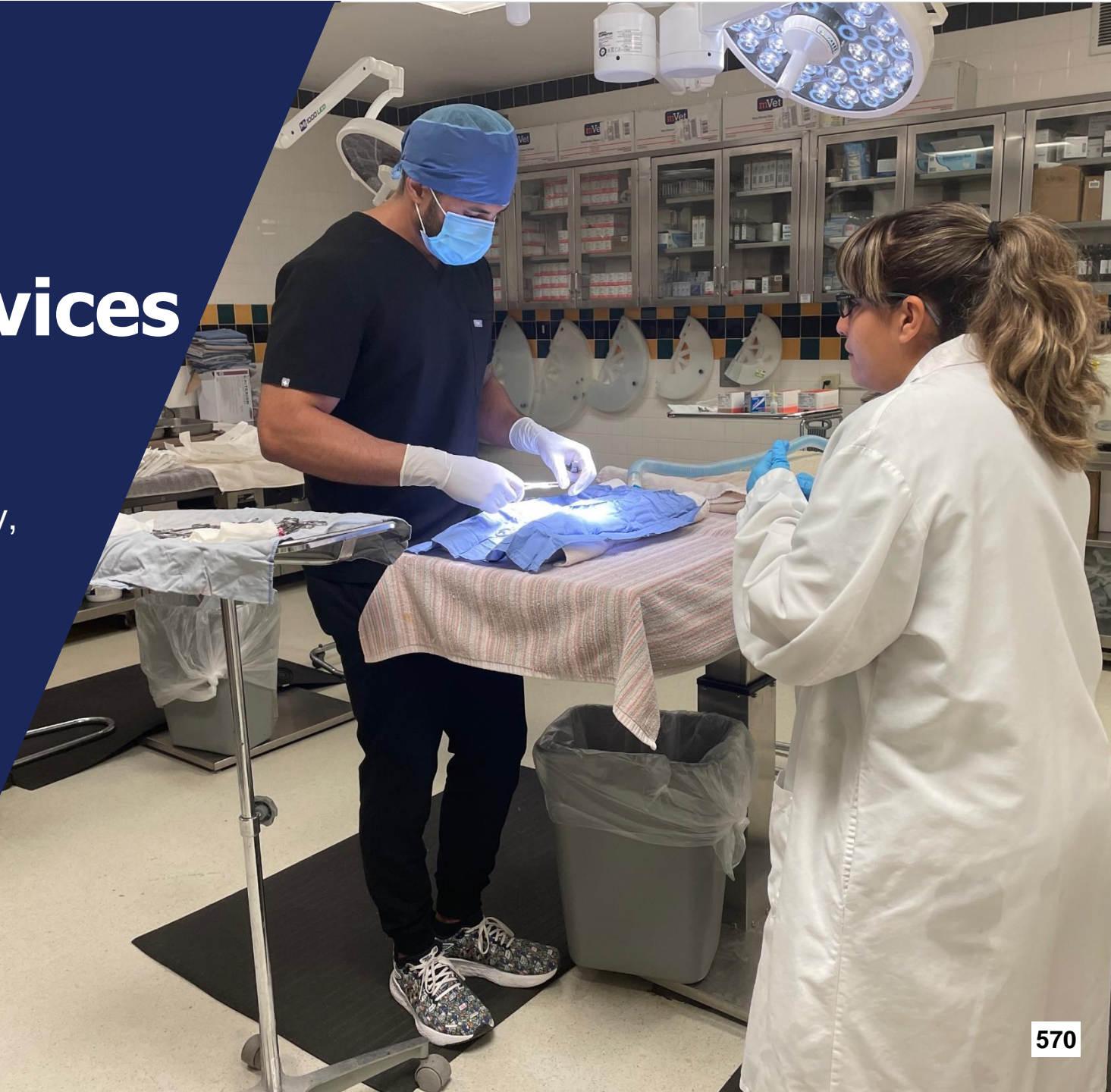
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



El Paso Animal Services

Medical Operations

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



Overview

- Medical Operations Introduction
- COVID Challenges
- What makes up the Medical Operations Team
- Vet Science Students
- Medical Program Development





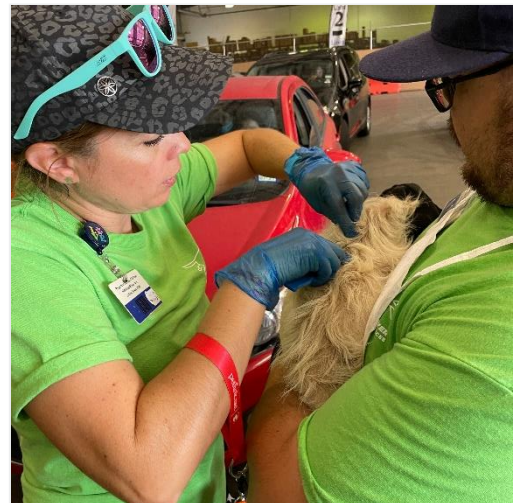
Medical Operations

Our medical team provides compassionate veterinary care—from managing pet health and wellness, to specialized lifesaving care. With a large animal population, disease control is also a major focus area for the team.

In addition to managing and caring for our shelter population, Medical Operations also plays an important role in the pet health and wellness of the El Paso community, as we provide much-needed services to many families.



So far this year, El Paso Animal Services has assisted over 8,200 community-owned pets with pet wellness services.



Effects of COVID

- Veterinary services reduced in the community
 - Vaccinations
 - Spay and Neuter surgeries
 - Trap Neuter Release (TNR)
 - Medical supplies reserved for hospitals



CARING FOR VETERINARY PATIENTS

If you're in an area with active COVID-19 cases, consider:

- Limiting patient care to acutely ill animals and/or emergencies
- Rescheduling elective procedures
- Sick or injured should receive veterinary attention
- Be strategic in the use of personal protective equipment (PPE), including masks, gowns, and gloves.
- Actively seek to utilize telemedicine

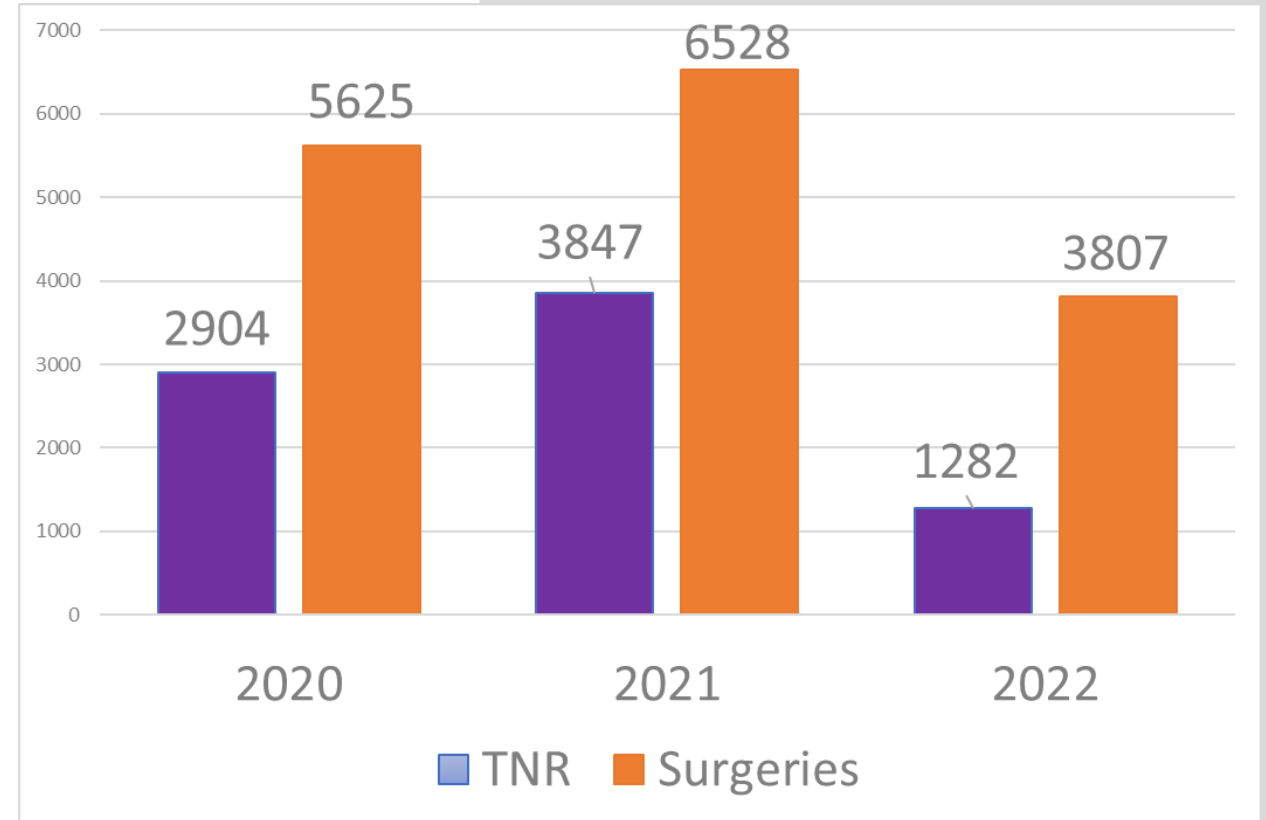


#COVID19

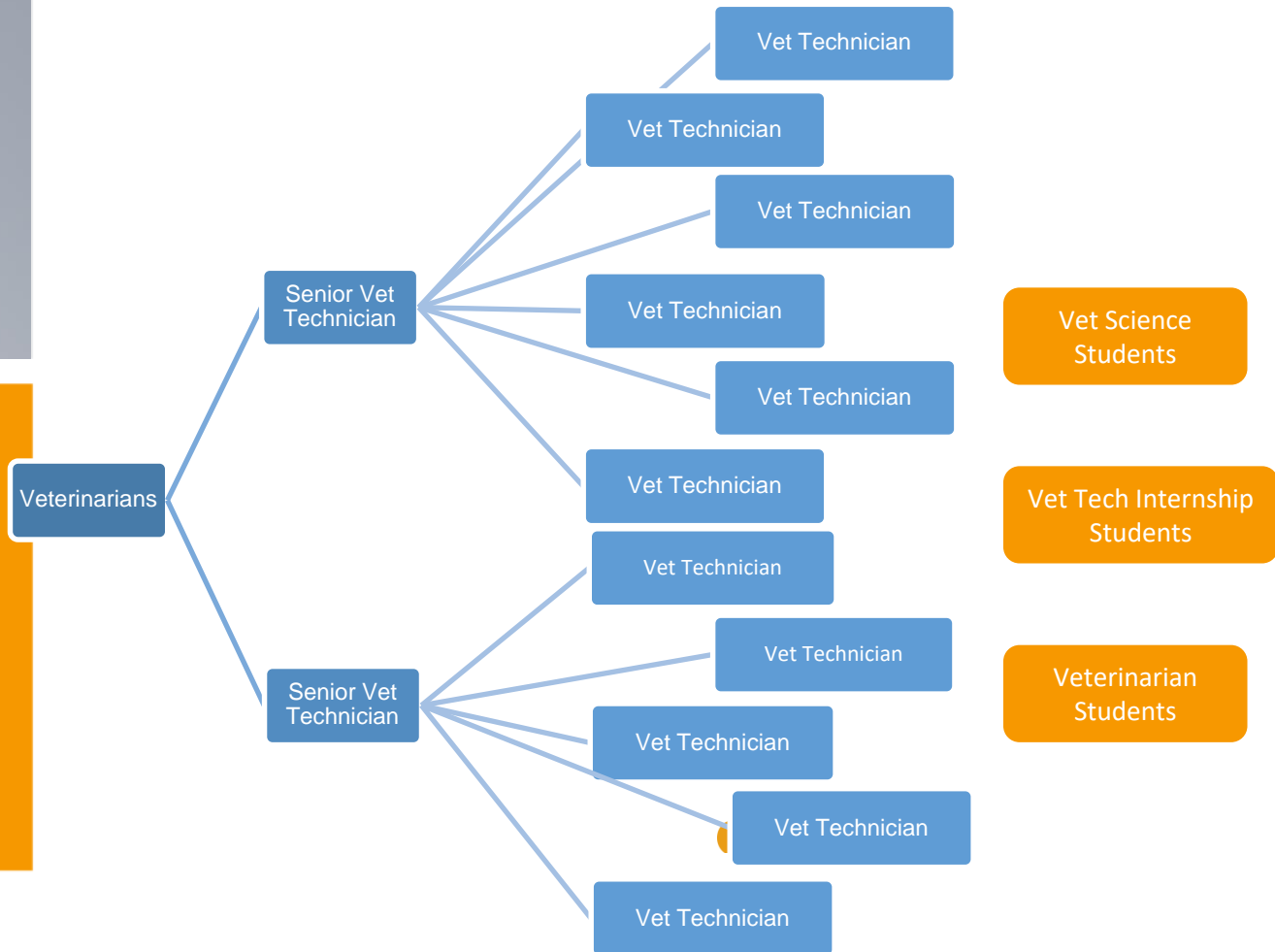


EPAS Response

- Mega Vaccination Clinics started
- Embed Veterinary Technician with Resource Rovers – Boots on the Ground
- Utilized relief and visiting veterinarians to assist with surgeries
- Relaunched TNRs surgeries September 2020
- Curbside foster services during COVID



Medical Team



Medical Team

The Medical Operations team focuses on El Paso Animal Services' Strategic Goal 2- Provide healthier pets



VETERINARIANS

Diagnose and treat animals at the shelter and in foster, develop medical protocols, prescribe treatment plans, perform surgeries, disease prevention and control, Rabies control



VET TECHNICIANS

Under Veterinarian direction perform assessments and treatments, administer medication, surgical aid, medical documentation and follow-up, monitor sick isolation, euthanasia



VET SCIENCE STUDENTS

Under Veterinary Technician direction, assist with treatments and vaccinations, basic animal care, support services for medical team



Medical Team Training

- Euthanasia Technician – Texas Health & Safety Code Chapter 821
- Trained in administering medication not requiring extensive tests or surgery
- Specialty training – exotics, small animal, disease control, etc.
- Conferences and optional CEUs to enhance learning
- Fractious animal handling



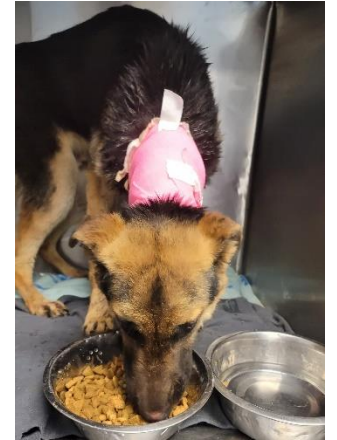
Management of Disease Control

- Vaccinate all cats & dogs on intake
- Daily rounds of all animals in our shelter
- Identifying any sick animals upon intake or throughout the pet's time at the shelter or in foster
- Schedule and administer medication
- Movement of sick animals to isolation wards
- Clean and disinfect target areas
- Daily quarantine checks
- Veterinarians develop medical protocols to reduce disease in the shelter
- Ensure only* healthy animals are transported to rescue partners through Health Certificates



Providing Care to Sick and Injured Animals

- Assess any injured or sick animals
- Administer vaccines
- Develop and carry out a treatment plan if one is available
- Provide medical care to our cruelty and neglect victims
- Provide humane euthanasia



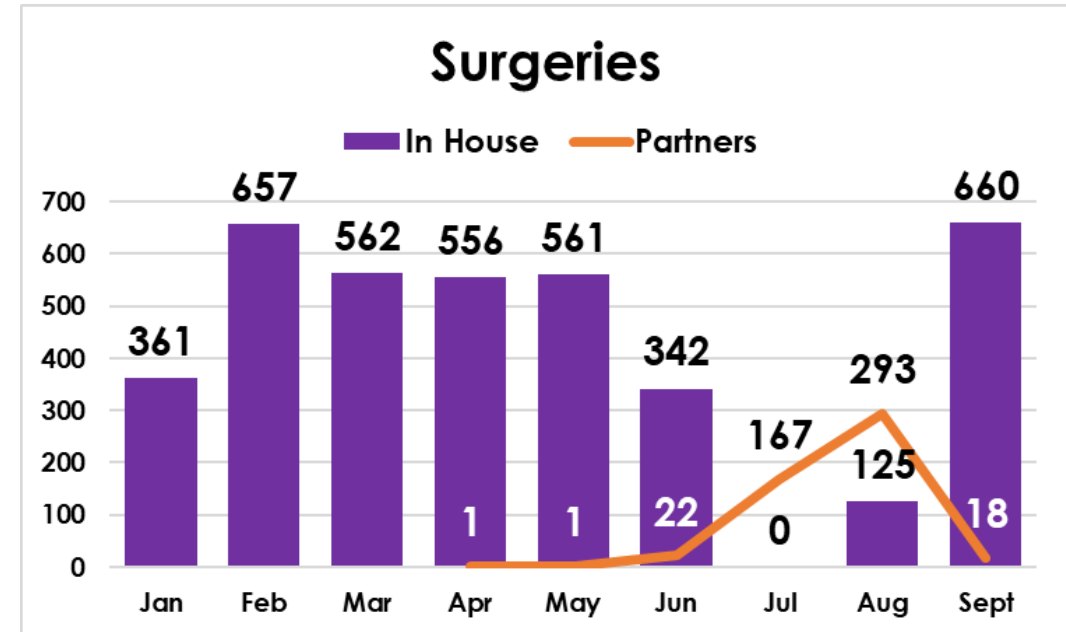
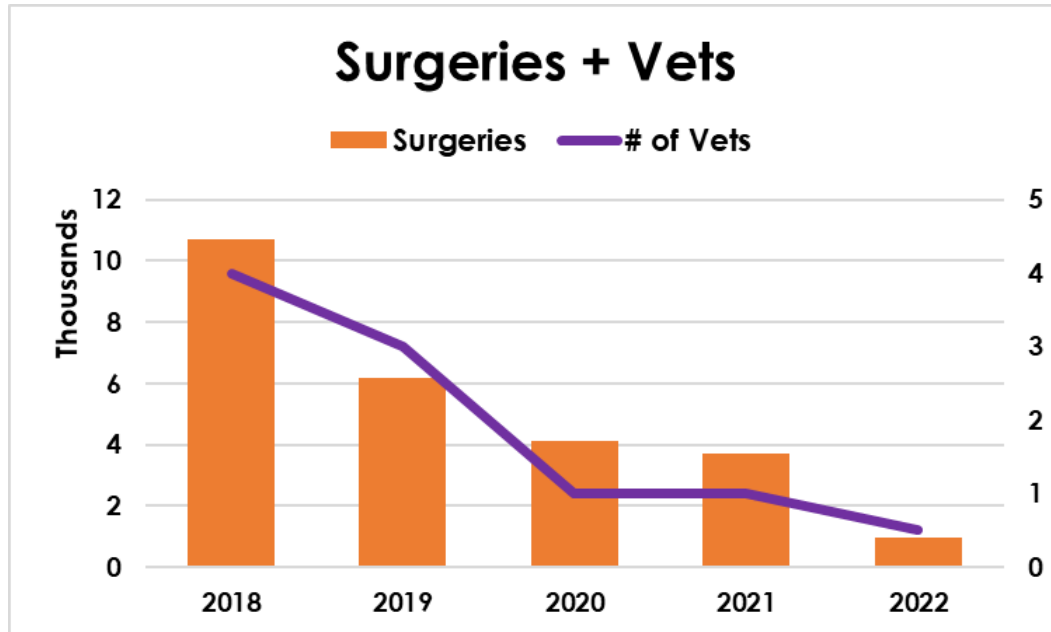
Common medical needs in the shelter: parvo, distemper, upper respiratory infections, ringworm, kennel cough, gastrointestinal, parasites, giardia, ear infections, injuries, mange/allergies



Surgical

- Spay/neuter every adoptable animal
- Spay/neuter community cats
- Specialty surgeries: amputations, enucleations, etc.





Vet Science Students

- Partner with 4 local high schools – Clint, Eastlake, El Dorado, Pebble Hills
- Students receive in-classroom education at school, and complete 400-500 clinical hours at El Paso Animal Services
- This program prepares students for the TVMA Certified Vet Assistant certification exam once hours are complete
- Students graduate high school with a professional certification



Medical Program Development

- Chief Veterinarian Position Created – 2018
- Medical protocols created (reviewed yearly) - 2017
- Senior Veterinary Technician Positions Created – 2022
- Increase veterinarian salary to competitive wage - 2022
- Development of clinic partnerships and increase veterinary contracts
- \$1.5 Million contract for veterinary services approved - 2022



Veterinary Technician Appreciation Week

October 17 - 23

Thank you to our hardworking medical team for their dedication and care for the 20,000+ pets that enter the shelter every year!

Luis Hermosillo
Nick Saldivar
Mario Bonilla
Mario Arnal
Wesley Walker
Lori Carbajal
Laurel Guffey

Gustavo Willis
Diana Rios-Arias
Paulina Nuñez
Noemi Monge
Josefina Frausto
Roman Portillo



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 #: 22-1304, 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

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

AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso and Finhabits Inc. for the establishment of Finhabits' financial investment technology company in El Paso, Texas. The City shall provide economic incentives in an aggregated amount of \$132,000 over a period of four years.

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PH. NUMBER: Mirella Craigo, Assistant Director 915-212-1617
Elizabeth Triggs, Director 915-212-1619
DISTRICT(S) AFFECTED: ALL
STRATEGIC GOAL: 1. Cultivate an Environment Conducive to Strong, Economic Development
SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso and Finhabits Inc. for the establishment of Finhabits' financial investment technology company in El Paso, Texas. The City shall provide economic incentives in an aggregated amount of \$132,000 over a period of four years.

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?

Finhabits Inc. is a financial technology founded in 2015 out of New York by an El Paso native. They have a presence in California, Georgia, Puerto Rico and Texas, they have served over 80 thousand clients since 2015. All services are provided digitally, they've been reaching the underserved Latino market by providing affordable life & health insurance and retirement amounts. They offer affordable 401k solutions for small businesses and educate their clientele about retirement savings with virtual content released through the app in English and Spanish.

The applicant is proposing to establish a financial investment technology center at 310 N. Mesa St. They will create and retain 60 full-time employment positions. Upon satisfying all contract metrics, the Applicant will be eligible to receive the following incentive:

- Skills training grant: \$33,000 annually for four years, not to exceed \$132,000.

PRIOR COUNCIL ACTION:

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

Term Sheet was approved by City Council on June 21, 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?

Impact Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Economic & International Development

SECONDARY DEPARTMENT:

Revised 04/09/2021

*****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 by and between CITY OF EL PASO (“City”) and FINHABITS, INC. (“Applicant”) for the establishment of the Applicant’s financial investment technology company in El Paso, Texas. The City shall provide economic incentives in an aggregated amount of \$132,000 over a period of four years.

APPROVED this ____ day of _____, 20__.

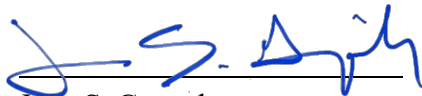
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic and 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 and entered into by and between the **CITY OF EL PASO, TEXAS** (“City”), a Texas home rule municipal corporation, and **FINHABITS INC.**, (“Applicant”), a Delaware corporation authorized to do business in Texas, for the purposes and considerations stated below:

WHEREAS, the Applicant desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code (“Chapter 380”) and the Texas Constitution Article VIII, Section 52-a; and

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to Applicant to locate Applicant’s financial technology company within the City of El Paso; 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 Applicant’s financial technology company be located in the City of El Paso; and

WHEREAS, the Applicant’s financial technology company being located in El Paso, Texas will likely encourage 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 attached exhibits.

- B. Applicant.** The word “Applicant” means Finhabits Inc., a Delaware Corporation
- C. City.** The word “City” means the City of El Paso, Texas.
- D. Development.** The word “Development” means Applicant’s financial technology 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. Term and Effective Date.** The Term of this Agreement shall be **five years** from the Effective Date of the Chapter 380 Agreement. The Effective Date shall be the date upon which both parties have fully executed the Chapter 380 Agreement.
- F. Event of Default.** This phrase shall have the meaning set forth in Section 5 hereof.
- G. Event of Nonappropriation.** The phrase means the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the City to pay the Grant payments from lawfully available funds.
- H. Full-Time Employment.** The words “Full-Time Employment” mean an employment position requiring a minimum of 1820 hours of work averaged over a 12-month period, including allowance for vacation and sick leave, with full company benefits, including company paid contributions of at least **50 percent** of the premiums towards health insurance, for those employees that participate in the health insurance program. Principal place of employment rendered shall be within the geographic limits of the City of El Paso, Texas.
- I. Grant.** The word “Grant” means each annual payment to Applicant under the terms of this Agreement of the Skills Training Grant. For the purposes of this Agreement, the aggregate amount of the Skills Training Grant provided by the City shall not exceed **\$132,000.00**.
- J. 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 the Grant, with such documentation more fully described in **EXHIBIT C**, which are attached hereto and incorporated herein for all purposes.
- K. Median Area Wage Requirement.** The hourly wage of each Full-Time Employment position wage shall be equal to or greater than the Median Area Wage for the El Paso, Texas Metropolitan Area associated specifically with the Full-Time Employment position for the applicable Grant Payment year. 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
- L. Minimum Personal Property Investment.** The words “Minimum Personal Property Investment” mean those costs incurred by Applicant or third parties in the equipment, furnishing, and fixtures for the improvements for the Project. For the

purposes of this Agreement, the Minimum Personal Property Investment amount shall be **\$12,000**.

- M. Project.** The word “Project” means the project more particularly described in **EXHIBIT A** attached hereto and incorporated herein by reference.
- N. Skills Training Grant.** The words “Skills Training Grant” means a reimbursement from the City in an aggregate amount of **\$132,000** to be disbursed in payments of \$33,000 annually for four years after **December 31, 2023** for costs associated with travel, lodging, training materials, training equipment, monthly training classes and certifications. This Grant is payable from the City’s Impact Fund account derived from the El Paso Electric franchise fee paid to the City pursuant to the Franchise Agreement adopted by Ordinance No. 017460 (amended by Ordinance 018772).

SECTION 2. TERM AND GRANT PERIOD.

The term of this Agreement shall be five years from the Effective Date of this Agreement, including any renewal agreed upon by the parties. The Effective Date of this Agreement shall be the date upon which both parties have fully executed this Agreement.

The Grant Period shall begin when the Applicant submits to the City the initial Grant Submittal Package on **December 31, 2023**, or within 30 business days after. Failure of the Applicant to (i) receive its Certificate of Occupancy within one (1) year of the Effective Date of this Agreement and (ii) meet its Full Time Employment job requirements pursuant to the timetable in **Exhibit B**, shall result in the immediate termination of this Agreement.

The Applicant’s eligibility for Grant payments shall be limited to **four (4)** consecutive years (the “Grant Period”) within the term of this Agreement. The City shall review Applicant’s eligibility for Grant Payments on an annual basis in accordance with **Exhibits B** and **C**, during the Grant Period.

SECTION 3. OBLIGATIONS OF APPLICANT.

During the term of this Agreement, Applicant shall comply with the following terms and conditions:

- A.** 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.
- B.** Applicant during normal business hours, at its principal place of business in El Paso, and with two weeks written notice, shall allow the City, or its agents, reasonable access to Applicant’s employment records and books, and other records that are related to Applicant’s compliance with this Agreement. 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. Unless otherwise agreed by the City and Applicant in writing, Applicant shall annually submit one Grant Submittal Package, which shall be in the form provided in **EXHIBIT C**, together with the requisite documentation. Applicant shall submit to the City the initial Grant Submittal Package to commence the Grant Period on **December 31, 2023** or within thirty (30) business days after December 31, 2023 of each year. The initial Grant Submittal Package cannot be submitted earlier than December 31, 2023. 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 payment for that Grant Year. The City's determination of the amount of the Grant payment due to Applicant is final. Nothing herein shall limit (or be construed to limit) Applicant's rights and remedies as described in **Section 5** of this Agreement.

SECTION 4. OBLIGATIONS OF CITY.

During the term of this Agreement and so long as an event of default has not occurred and is not continuing as set forth herein (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), City shall comply with the following terms and conditions:

- A. The City agrees to approve or reject any Grant Submittal Package within ninety (90) days after its receipt. The City agrees to process any Grant Payments to Applicant within ninety (90) days after its approval of the Applicant's Grant Submittal Package.
- B. The Grant Payments shall be made as follow:

Grant Period Years 1 through 4 - \$33,000.00 per year for Grant Years 1 through 4 from the Economic Development Incentive Policy Impact Fund account derived from the El Paso Electric franchise fee paid to the City pursuant to the Franchise Agreement adopted by Ordinance No. 017460 (amended by Ordinance 018772).
- C. The City shall determine the total amount of Grant payments due to the Applicant, if any, on an annual basis as provided in EXHIBITS B and C.
- D. Under no circumstances shall the total aggregate of Grant payments exceed **\$133,000.00**.

SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- A. **Failure to Operate and Maintain Development and Job Requirements.** Applicant's failure or refusal to operate the Development and maintain required Full Time Employment pursuant to this Agreement (expressly including, without

limitation, the provisions of Section 1 and Section 2 of Exhibit B hereto) through the Grant Period, 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. If such failure cannot be cured within such sixty (60) day period in the exercise of all due diligence, but the Applicant has commenced such cure within such sixty (60) day period and continue to thereafter diligently prosecute the cure of such failure, such actions or omissions shall not be deemed an event of default.

- B. 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 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, but the Applicant commences such cure within such thirty (30) day period and continuously thereafter diligently prosecutes 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.
- C. 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 sixty (60) days after filing, no event of default shall be deemed to have occurred.
- D. 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.
- E. 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's or City's failure 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.

- F. 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 stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.
- G. 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 OF GRANT PAYMENTS.

Should the Applicant default under **Section 5** of this Agreement and provided that the cure period for such default has expired and Applicant failed to timely cure such default, all Grants 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.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT OF APPLICANT.

The City may terminate this Agreement for its convenience and without the requirement of an event of default by Applicant which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement void or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- 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 all 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. **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.
- D. **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.
- 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. 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.
- F. **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 in accordance with all applicable federal, state and local laws and regulations.
- G. **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.
- 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 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.

- J. **Execution of Agreement.** The City Manager has received authority to execute this Agreement on behalf of the City from the City Council through approval of a resolution.
- 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**

CITY:	City of El Paso City Manager P.O. Box 1850 El Paso, Texas 79950-1850
Copy To:	City of El Paso Economic Development Department Director P.O. Box 1850 El Paso, Texas 79950-1850
APPLICANT:	Carlos A. Garcia, Chief Executive Officer Finhabits, Inc. 413 W. 14 th St. Suite 200

New York, NY 10014

- 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.

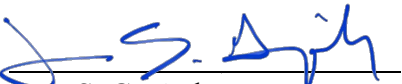
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2022.

CITY OF EL PASO, TEXAS:

Tomás González City Manager

APPROVED AS TO FORM:



Juan S. 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 _____, 2022, by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My Commission Expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

APPLICANT:

Finhabits, Inc:

A corporation authorized to do business in Texas

By: [Signature]

Name: Carlos Garcia

Title: CEO Finhabits Inc

ACKNOWLEDGMENT

STATE OF New York §
COUNTY OF New York §

This instrument was acknowledged before me on the 27th day of September,
2022, by Carlos Garcia, as CEO of Finhabits, Inc.

[Signature]

Notary Public, State of New York

My Commission Expires:

KATHLEEN DEFLAUN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6195369
Qualified in New York County
My Commission Expires October 20, 2024

EXHIBIT A

[Development]

Finhabits Inc., is a financial tech company expanding their operations into the El Paso Texas market. The company was founded in 2015 in New York City. Applicant will lease space of approximately 2000-2500 sq. ft of office space located at **310 N. Mesa St. Suite 211**. The applicant will create **60 full-time** positions across a four-year period.

All services are provided digitally through the Finhabits app, targeting the underserved Latino market by providing affordable life & health insurance and retirement accounts. They educate their bilingual clientele with virtual content released through the app.

EXHIBIT B

[Employment Requirements & Grant Payment Eligibility]

SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order for Applicant to be eligible for any Grant Payments, Applicant is required to maintain a current workforce and create new Full-Time Employment positions by **December 31** of each full tax year during the Grant Period as follows:

	Year 1	Year 2	Year 3	Year 4
Existing Jobs	6	12	29	45
New Jobs	6	17	16	15
Total	12	29	45	60

SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS.

Applicant remains eligible for Grant Payments so long as the Total Full-Time Employees, as stated in this **Exhibit B**, are met on an annual basis.

Grant payment shall be contingent upon Applicant's certification that it has maintained at least ninety percent (90%) of the minimum job creation and retention requirements during the full tax year, as required herein.

Grant payments will be reduced by ten percent (10%) for every one percent (1%) drop in the Applicant's job creation numbers, noted in Section 1 of Exhibit B, from 100% to 90%.

For illustrative purposes only:

During the first year, Applicant creates 95% (11) of the expected 12 FTE positions; Grant Payments would be reduced by 50% (10% per 1% of job retention percentage).

Should applicant fall below the 90% threshold, no Grant Payment will be owed to the Applicant for the Grant Period.

SECTION 3. 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]

Finhabits, Inc. believes that it has substantially met its obligations under the Chapter 380 Agreement dated the ___ day of ___, 20___. Pursuant to the Agreement, 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 therein.

As required by the Agreement, the following information is submitted.

1. Job Certification Annual Report plus attachment(s) (eligible attachments as referenced within Section 3(B) of the Agreement); and
2. Documentation showing proof of health insurance coverage were company pays a minimum of **50%** of employee premium.
3. Documentation to evidence Minimum Expenditures to date and not previously verified.
4. Documentation to evidence Skills Training Grant expenditures, specifically related to the specialized training described in **Exhibit D** that includes the following:
 - a. Training Materials
 - b. Courses
 - c. Certifications

It is understood by **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.

Finhabits, Inc.

Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____, as _____ of Finhabits, Inc.

Notary Public, State of _____
My Commission Expires: _____

EXHIBIT D

[Specialized Training Description]

Technology Training

Finhabits Inc., will be training employees in the El Paso office twice per year on the following:

1. Investment Products
2. Internal Customer Resource Management (CRM) system, beginner, advanced, and continuing education for platform utilization.
3. Customer support - Product related, proprietary training
4. Client services - issue management and resolution
5. Product management - Uses and features and portfolio offerings
6. Operations - Sales, marketing, and technology process
7. Cloud based training and navigation
8. Sales enablement and marketing operations
9. Internal communications
10. Security Exchange Commission (SEC) compliance, audit, and regulations training
11. Financial Industry Regulatory Authority (FINRA) regulations and compliance training
12. Annual compliance training on industry regulation per SEC requirements

October 11, 2022



Item 38

Chapter 380 Agreement Finhabits Inc.

An App Based Financial Investment Company

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development.
1.1 Stabilize and expand El Paso's tax base



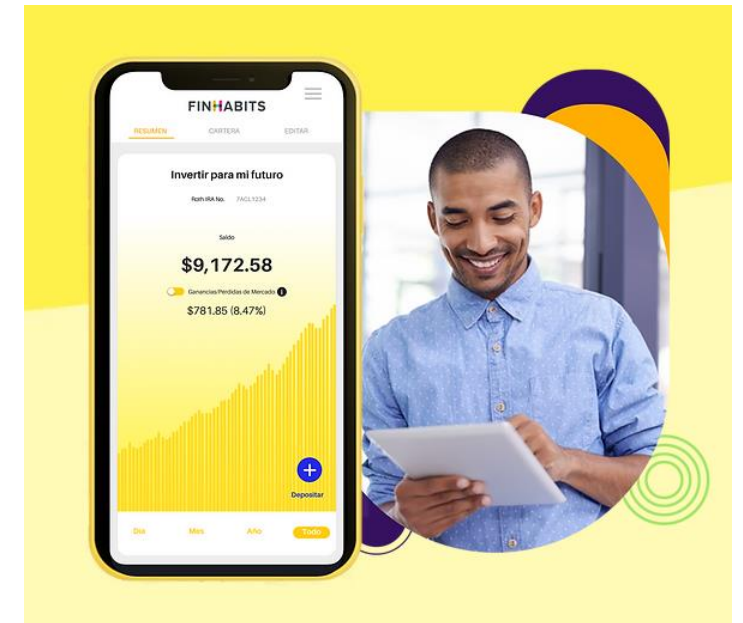
Finhabits Inc. : Requested Action

Authorize the City Manager to sign a **Chapter 380 Economic Development Program Agreement** by and between the CITY OF EL PASO, and **Finhabits INC.** for the establishment of Finhabits' financial investment technology company in El Paso, Texas. The City shall provide economic incentives in an aggregated amount of \$132,000 over a period of four years.

Finhabits Inc. : Company Overview

- Financial Investment/Technology Firm:
- Focused on educating the Latino population on investing opportunities to create wealth
- Serves small to medium size Hispanic-owned businesses to offer insurance, 401 k plans and personal IRA accounts
- Mission driven on addressing the disparity in financial services offered and utilized by minorities in the U.S.
- Offers a bilingual automated investment app, financial services, and education

FINHABITS



Finhabits Inc. : Project Summary

Minimum Capital Investment

- Personal Property (Computers, Furnitures & Fixtures): \$12,000
- Annual Training Cost: \$33,000

Full-time Jobs

- 60 FTE average hourly wage \$27.00
- Average Annual Salary \$56,160
- 50% health care benefits, covered by the employer
- \$2.5 million annual payroll (by year 5)

Skills Training Grant:

- \$33,000 annually, 4 years maximum = **\$132,000**

FINHABITS

Finhabits Inc. : Incentive Summary

Chapter 380 Agreement (City)* = \$132,000

Skills Training Grant
(4 years)
\$33,000 Annual Reimbursement

*City is the only contributing entity to the local incentive

Total City Incentive = \$132,000

Finhabits Inc. : Requested Action

Authorize the City Manager to sign a **Chapter 380 Economic Development Program Agreement** by and between the CITY OF EL PASO, and **Finhabits INC.** for the establishment of Finhabits' financial investment technology company in El Paso, Texas. The City shall provide economic incentives in an aggregated amount of \$132,000 over a period of four years.



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 #: 22-1341, 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, 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.

Presentation and discussion by the City Manager's Office and the Office of Emergency Management providing information on key activities, efforts, and processes related to the migrant crisis.

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

AGENDA DATE: 10/11/2022

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Jonathan P. Killings, Interim Fire Chief, (914)

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:

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

Presentation and discussion by the City Manager's Office and the Office of Emergency Management providing information on key activities, efforts, and processes related to the migrant crisis

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?

Presentation to be provided as part of ongoing efforts related to operational response.

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

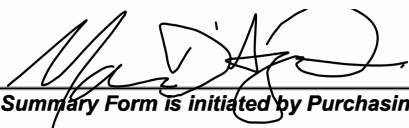
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Manager's Office

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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



Update on Mass Migration Crisis

Ongoing Efforts

Current Situation

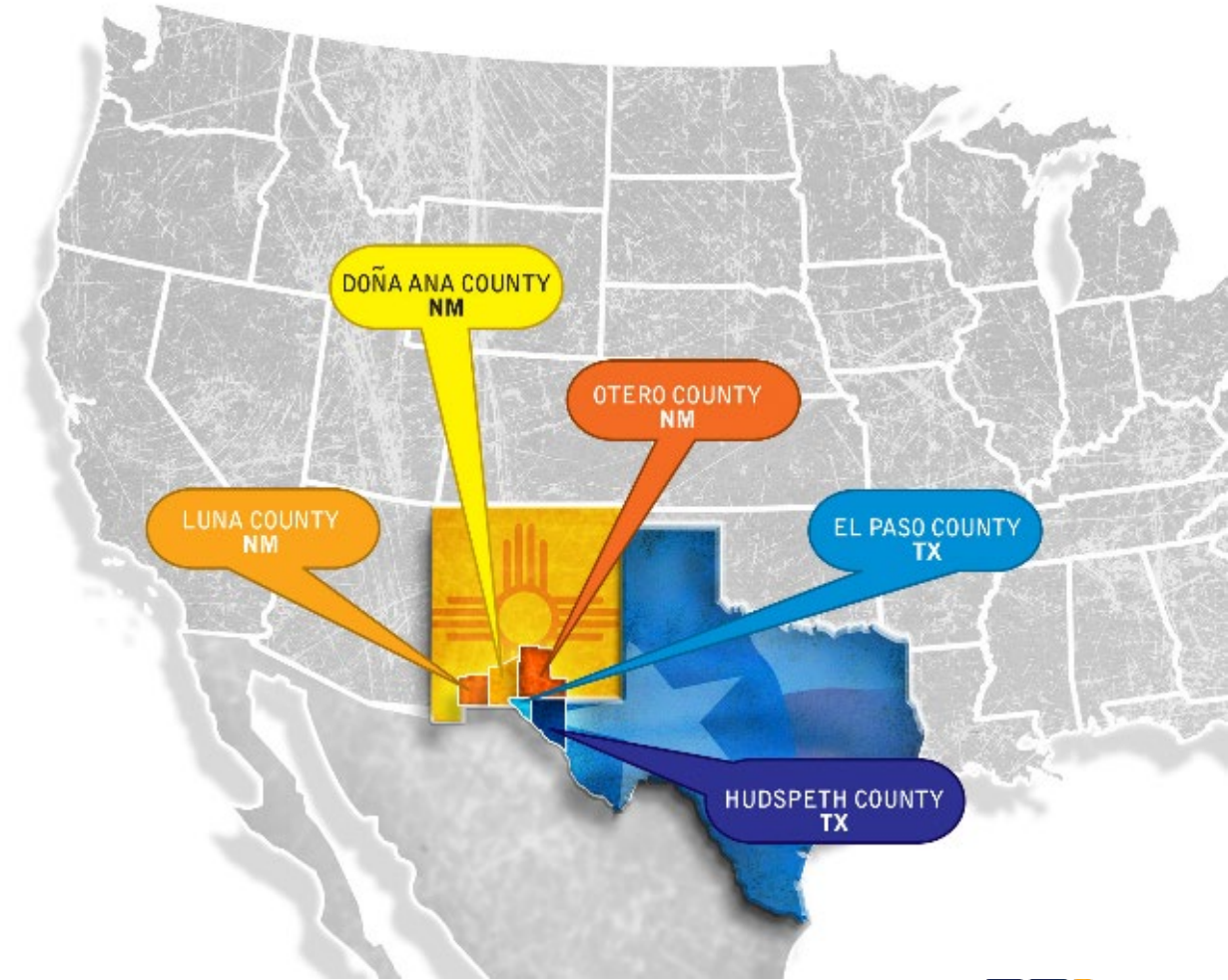
- Increase in CBP daily apprehensions/encounters
 - 2,040 7-day avg. (20% increase)
 - 70% Venezuelan nationals
- Increase in Daily releases to NGO
 - 921 last 7-day avg.
- Unsponsored Migrants
 - 50% Sponsored/Means of Travel vs 50% Unsponsored
- Street Releases
 - None since Sept 15



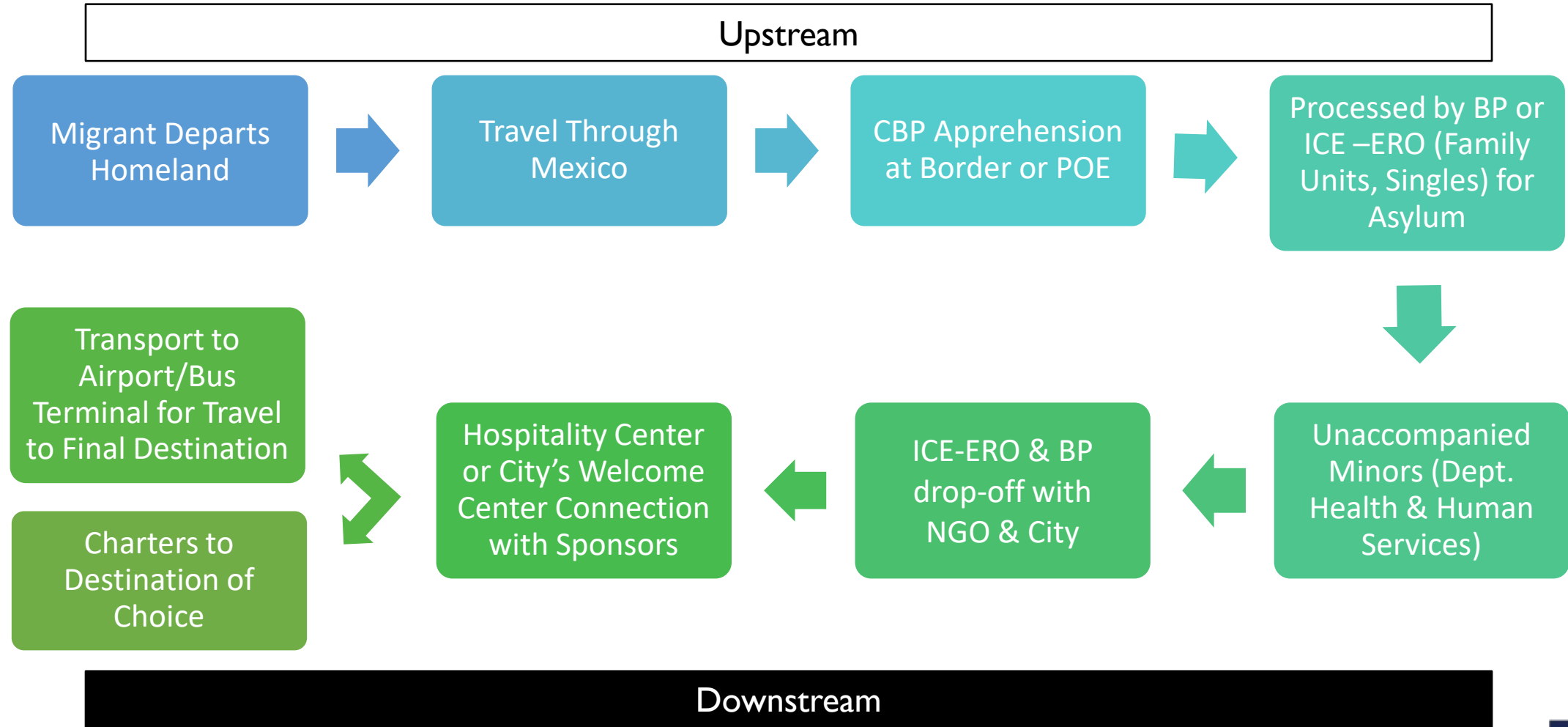
Mass Migration Crisis - Inherent Challenges

3

1. Regional Isolation
2. Limited Transportation Hub
3. Limited Shelter Capacity
4. Migration Routes



Current Release Process



2022 Release Statistics



Month	Daily	Weekly	Month
April	230	2,200	7,200
May	300-400	2,400-2,700	11,500
June	200-400	2,000-2,900	8,834
July	200-250	1,500-2000	7,982
August	300-350	2,500	9,226
Sept	600-900	6,100+	21,610
Oct	1000 avg.	6,700+	6,700 YTD

About Our People

6★



How the City of El Paso is Helping



The City of El Paso and OEM provide support for sponsored and unsponsored migrants by providing food, shelter, first aid, and transportation assistance for travel.



Difference between Sponsored and Un-sponsored Migrants

Sponsored Migrants:

Are migrants with a relative, friend, or contact that can provide financial support for travel arrangements, housing, and other needs.

Difference between Sponsored and Un-sponsored Migrants

Un-sponsored Migrants:

Are migrants without relatives, friends, or a point of contact to provide financial support for travel arrangements, housing, or other basic needs.

How the City of El Paso and OEM is Helping Sponsored Migrants

10

Sponsored migrants are typically processed within a couple of hours at the Welcome Center but also at NGO shelters (hospitality sites).

They are provided support to connect with sponsors to make same-day travel arrangements, food, first aid, hotel shelter (if needed), and transportation to airport or bus stations.

How the City of El Paso is Helping Un-sponsored Migrants

It takes longer to process unsponsored migrants as they have no point of contact or financial support.

The City and OEM process and work with NGOs shelters (hospitality sites) to find a destination for unsponsored migrants.

Un-sponsored migrants are provided food, first aid, hotel shelter (if needed), and transportation to their destination cities via charter.

Building a Coalition of Border Cities

12

On September 30, City Officials and Representatives met with Border Communities and NGOs in Brownsville and McAllen, Texas.

The goal was to share resources and ideas on how to best handle the Migrant Crisis.



Building a Coalition of Border Cities

13

Report on Migrants released in the month of September, by city:

Del Rio:	2,277
Eagle Pass:	14,854
Laredo:	15,900
Rio Grande Valley:	5,966
Brownsville:	14,392



Receive 10% or less in unsponsored migrants

Building a Coalition of Border Cities

14

Migrants released in El Paso region for the month of
September:

El Paso

26,000

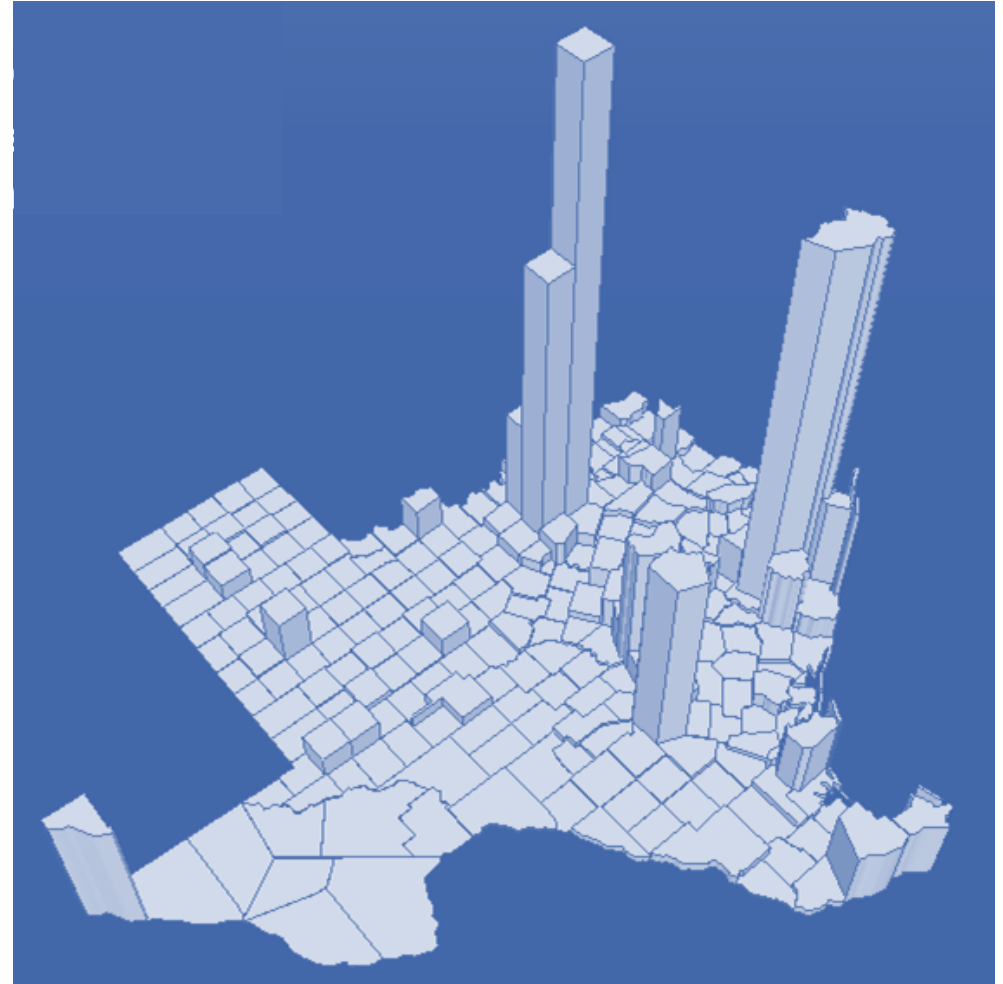
El Paso faces a unique challenge, as OVER 50% of the
migrants we receive are unsponsored.

Understanding the Migrant Crisis in El Paso

15

El Paso is in an isolated region compared to cities in the Rio Grande Valley.

As a result, our charter buses must travel farther to reach destination cities and other larger travel hubs like San Antonio, Austin, Houston, thus driving up the cost of transportation.



Key Areas – How we are helping

16

1. Welcoming
2. Sheltering Hotels
3. Feeding
4. Transportation
5. City Staffing for NGOs Shelters



Welcoming

- Safety and Well-Being
- Dignity and respect
- Meet basic needs
- Tailoring resources

City Migrant Welcome Center



Transportation

- Sun Metro
 - Airport/Bus Station
 - Shelters to Welcome Center
- Charters
 - All City sponsored
 - 207 Charters (Oct 6)
 - 9,800+ Un-sponsored Migrants



Charter Coordination



Daily Manifests & Real-time ETAs

- Chicago
 - Local and State Emergency Management
 - NGO Interfaith Community for Detained Immigrants
- NYC
 - NYC Mayor's Office
 - NGO Grannies Respond
 - Emergency Management

Sheltering

- NGO Sheltering (Hospitality Sites)
 - Hospitality Sites
 - 50 City Staff Embedded to Provide Support
 - Surge Hotels
- City Sheltering
 - OEM Emergency Sheltering Hotels
 - 2 Hotels
 - Includes meals, police security and shuttle transportation
 - COVID Isolation and Quarantine Hotel
 - NGO Hospitality Sites
 - Homeless Shelters



Hotels vs Emergency Shelter

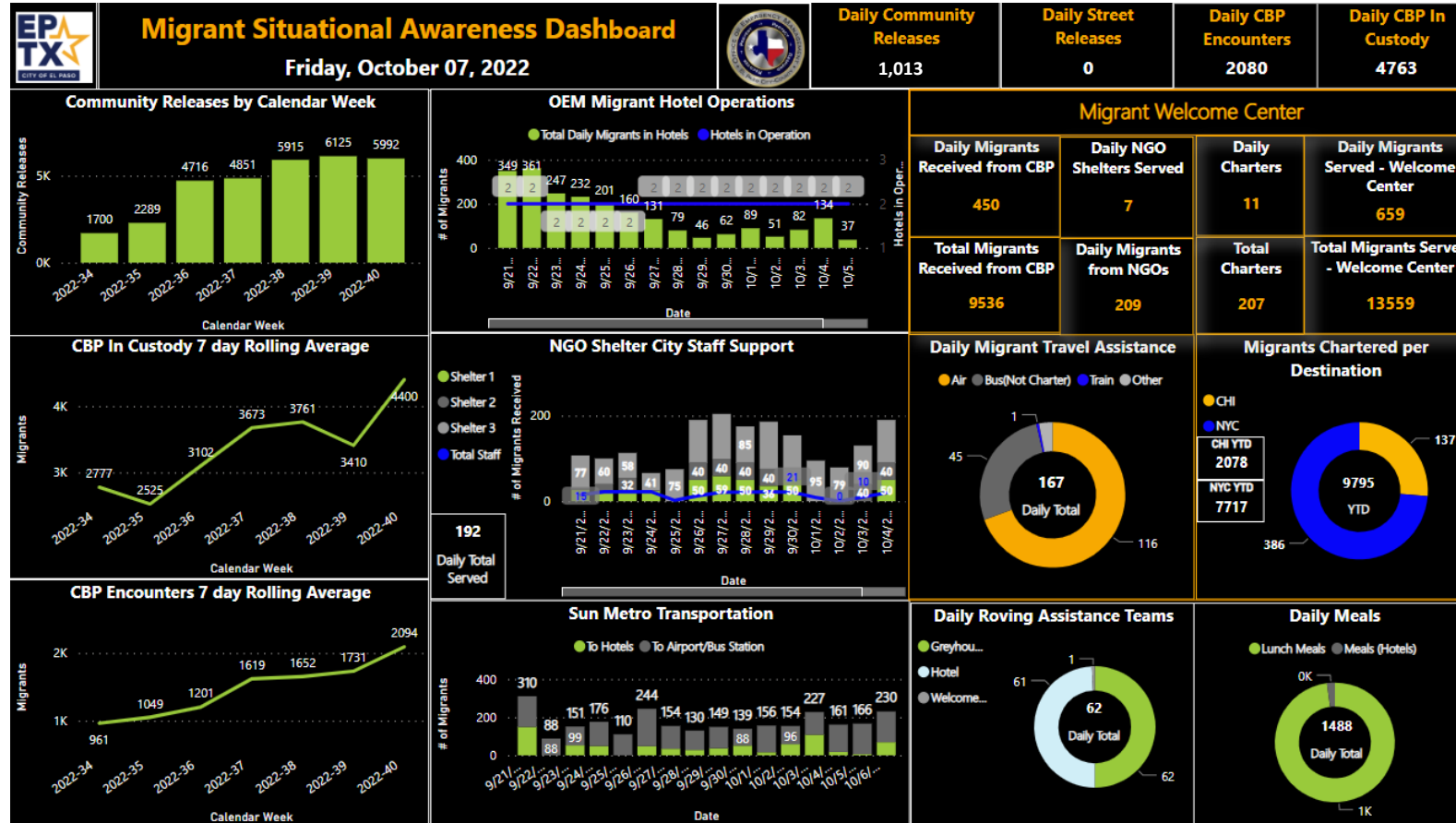
- Scale-to-need and incident
- Hotels offer privacy, dignity, and essential needs (restrooms, showers, safety)
 - Total estimated costs - \$533,713 per month or \$17,790 per day
 - Cost per person – \$3,558 per month or \$118 per day
- Emergency Congregate Sheltering requires an extensive wrap-around of staff, services, and resources (500 people)
 - Total estimated costs - \$2.5 million per month or \$83,535 per day
 - Cost per person - \$5,000 per month or \$167 per day

Feeding

- Emergency Sheltering Hotels
- Migrant Welcome Center
- Charter Operation
- Isolation and Quarantine
- Staff Embedded
 - EFH Food Bank
 - Salvation Army



Dashboard



www.ELPasoTexas.gov/Migrants-Crisis

Cost Recovery

- FEMA Emergency Food and Shelter Program
 - Expended
 - Reimbursed



Cost Recovery

Date	Status	Estimated Amount*
3rd Quarter July – Sept. (as of 9/30/2022)	Pending Reimbursement	\$4.60 million
Oct 2022 (as of 10/6/2022)	Pending Reimbursement	\$1.56 million
Total Costs Since July 1, 2022	Pending Reimbursement	\$6.16 million

***All costs provided are estimates until expenses have been finalized as part of a reimbursement application.**

\$2 million upfront funding has not been received as of Oct. 5

FEMA Coordination

Presented on 9/27/2022



Coordinated with Congresswoman Veronica Escobar's Office to request the following from the Emergency Food & Shelter National Board Program:

- Improve/shorten the reimbursement turnaround time
- Provide funding in advance:
 - Requested \$10 million to cover peak expenditures
 - Verbal notification on September 20 that \$2 million would be awarded to the City
 - Email received on October 4 from the Emergency Food and Shelter Program stated they have to wait until current grants are complete before working on another grant. No timeline provided as to when upfront funds will be sent to the City
- Flexibility in eligible cost for reimbursements such as personnel and transportation costs



Emergency Food & Shelter National Board Program

- FEMA-funded program authorized by the McKinney-Vento Homeless Assistance Act of 1987
- Funding made available under the U.S. Department of Homeland Security Appropriations Act 2022 for a total of \$150 million
- Board is composed of representatives from American Red Cross, Catholic Charities USA, The Jewish Federations of North America, National Council of the Churches of Christ in the USA, The Salvation Army, United Way Worldwide and FEMA as the board chair.
- Board “strongly encourages collaboration among nonprofit and government agencies to ensure a whole community approach in assisting these families and individuals crossing the Southwest Border and encountered by the DHS.”

Emergency Food & Shelter National Board Program



Humanitarian Relief Funding Guidance:

Expenses for long distance transportation will be prioritized for up to 30% of the migrant population served (unless otherwise permitted by the National Board). Local organizations should work with the sponsors of individuals and families to ensure funding is provided for migrants to reach their destination. Only coach class fares are eligible when providing long-distance transportation.

- First time OEM has provided a large number of long-distance transportation.
- A clarification of the calculation regarding the population served was requested
- An exception from this travel cap of 30% was requested
- As of 10/5/2022 we are still pending a response.

Humanitarian Relief Funding Guidance Addendum received 9/27/2022 (effective 9/22/2022)



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1275, 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, 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.

Discussion and action on an Emergency Ordinance re-enactment authorizing the city manager to assign personnel and resources to assist in addressing the humanitarian and public safety crisis resulting from mass migration through El Paso.

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

AGENDA DATE: October 11, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Mario M. D'Agostino, DCM (915) 212-5605

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 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 Emergency Ordinance extending Emergency Ordinance No. 019333 authorizing the City Manager to assign humanitarian and public safety crisis resulting from a mass migration through El Paso.

BACKGROUND / DISCUSSION:

Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019333 extending the Emergency Ordinance due the Humanitarian and Public Safety Crisis resulting from a Mass Migration through the City of El Paso as related to the removal of Title 42. Although Title 42 remains in effect at the present time, it is still subject to federal litigation. Furthermore, the CBP statistics show the dramatic increase in apprehensions in the El Paso sector. Additionally, migrants continue to be released leaving many vulnerable and in need of assistance. With the possibility of Title 42 ending abruptly, the City needs a plan in place with a surge of migrants that would exhaust our resources and leave many men, women, and children displaced.

PRIOR COUNCIL ACTION:

Yes, Emergency Ordinance No. 019333 was passed and adopted on May 23, 2022.

AMOUNT AND SOURCE OF FUNDING:

None.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



ORDINANCE NO. _____

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

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

WHEREAS, 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 on the intended date of May 23, 2022; and

WHEREAS, on June 30, 2022, a United States Supreme Court ruling allowed the President to end the Migrant Protection Protocols, which would allow for the inflow of migrants from the southern border; and

WHEREAS, the Southwest had 203,597 land border encounters in the month of August, 2022; and

WHEREAS, the El Paso sector of CBP had 29,703 land border encounters in the month of August, 2022 and a total of 258,766 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 remains high, averaging 1,600 per day; and

WHEREAS, due to this high volume, the number of refugees and asylum seekers amounts to 900-1,000 releases to the Annunciation House network, a local non-governmental

ORDINANCE NO. _____

22-1006-11694 / PL#1206198

Emergency Ordinance –October Extension – Migrant Wave Surge Staff with Resources & Supplies/KMN/JF/CLA

Page 1 of 4

organization (“NGO”) and the City’s Migrant Welcome Center, 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 hospitality sites (ten in El Paso, Texas, three 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 with over 40 staff currently assigned; 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 2,581 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 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

ORDINANCE NO. _____

22-1006-11694 / PL#1206198

Emergency Ordinance –October Extension – Migrant Wave Surge Staff with Resources & Supplies/KMN/JF/CLA

Page 3 of 4

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:

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

PASSED AND ADOPTED, this ____ day of October, 2022

THE CITY OF EL PASO, TEXAS

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



Mario M. D'Agostino, Deputy City Manager
Public Health & Safety

ORDINANCE NO. _____

22-1006-11694 / PL#1206198

Emergency Ordinance –October Extension – Migrant Wave Surge Staff with Resources & Supplies/KMN/JF/CLA

Page 4 of 4



Legislation Text

File #: 22-1271, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of the property described as Lot 3, Block 42, Magoffin Addition, 815 Tays Street, City of El Paso, El Paso County, Texas from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for an office and district area, front yard setback and side yard setback reductions as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 815 Tays Street

Applicant: ALU-Copper A R LLC. - PZRZ22-00026

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: November 8, 2022

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

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of the property described as Lot 3, Block 42, Magoffin Addition, 815 Tays Street, City of El Paso, El Paso County, Texas from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for an office and district area, front yard setback and side yard setback reductions as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 815 Tays Street
Applicant: ALU-Copper A R LLC. - PZRZ22-00026

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development) and approval of a Detailed Site Development Plan with reductions to district area, front yard setback, and side yard setback to allow an office. City Plan Commission recommended 5-0 to approve the proposed rezoning and detailed site development plan on September 8, 2022. As of October 3, 2022, the Planning Division has not received any communication in support or opposition to the request from the public. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE PROPERTY DESCRIBED AS LOT 3, BLOCK 42, MAGOFFIN ADDITION, 815 TAYS STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-3 (APARTMENT) AND C-1 (COMMERCIAL) TO S-D (SPECIAL DEVELOPMENT), PURSUANT TO SECTION 20.04.360, AND APPROVING A DETAILED SITE DEVELOPMENT PLAN PURSUANT TO SECTION 20.04.150 AND 20.10.360 OF THE EL PASO CITY CODE TO ALLOW FOR AN OFFICE AND DISTRICT AREA, FRONT YARD SETBACK AND SIDE YARD SETBACK REDUCTIONS AS PERMITTED IN THE S-D (SPECIAL DEVELOPMENT) ZONE DISTRICT. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, ALU-Copper A R LLC., (Owner) has applied for a rezoning of property from **A-3 (Apartment) and C-1 (Commercial)** to **S-D (Special Development)** per Section 20.04.360 of the El Paso City Code; and,

WHEREAS, Owner has also applied for approval of a detailed site development plan pursuant to Sections 20.04.150 and 20.10.360 of the El Paso City Code for district area, front yard setback, and side yard setback reductions for an office, which requires approval from both City Plan Commission and City Council; and,

WHEREAS, a public hearing was held for the rezoning and detailed site plan requests at a City Plan Commission meeting; and,

WHEREAS, City Plan Commission has recommended approval of the subject rezoning and detailed site development plan; and,

WHEREAS, the rezoning and detailed site development plan has been submitted to the City Council of the City of El Paso for review and approval; and,

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of the El Paso City Code.

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

1. Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Lot 3, Block 42, Magoffin Addition, 815 Tays Street, City of El Paso, El Paso County, Texas*, be changed from **A-3 (Apartment) and C-1 (Commercial)** to **S-D (Special Development)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

ORDINANCE NO. _____

22-1007-2964|1202381
PZRZ22-00026 815 Tays | Ordinance SD Rezoning/DSDP
JG

Zoning Case No: PZRZ22-00026

2. Pursuant to the requirements of the El Paso City Code, the City Council hereby approves the detailed site development plan submitted by the Owner, to request for district area, front yard setback, and side yard setback reductions for a business office as permitted under the S-D (Special Development) district regulations of 20.04.150 and 20.10.360.

3. A copy of the approved detailed site development plan, signed by the Owner, the City Manager, and the Secretary of the City Plan Commission, is attached hereto, as Exhibit "A" and incorporated herein by reference for all purposes.

4. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the S-D (Special Development) District regulations.

5. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the S-D (Special Development) district. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

6. The approval of this detailed site development plan shall automatically be void if construction on the property is not started in accordance with the attached plan Exhibit "A" within four (4) years from the date hereof.

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

ADOPTED this _____ day of _____, 2022.


THE CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

By execution hereof, ALU-Copper A R LLC. ("Owner"), referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **S-D (Special Development)** District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 29 day of September, 2022



OWNER: ALU-Copper A R LLC.

By: 

RAUL DUENAS, MANAGING MEMBER
(Print name & Title)

ACKNOWLEDGEMENT

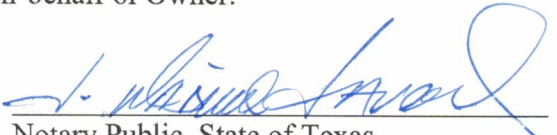
THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this 29 day of September, 2022, by RAUL DUENAS, in his legal capacity on behalf of Owner.

My Commission Expires:

09/07/2026


Notary Public, State of Texas

ORDINANCE NO. _____

22-1007-2964|1202381
PZRZ22-00026 815 Tays | Ordinance SD Rezoning/DSDP
JG

Zoning Case No: PZRZ22-00026

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL.
09/03/2003

DATE _____
APPLICANT Kevin Smith
SECRETARY, CITY PLAN COMMISSION _____
CITY MANAGER _____



PARKING SPOTS, REQ'D, AS PER CH. 20 APPENDIX "C" OF ZONING ORDINANCE FOR CITY OF EL PASO, TEXAS			
PARKING COUNT:	REQUIRED SPACES:	REQUIRED:	HANDICAPPED:
BUSINESS OFFICE:	255 S/376	1	2
1/576 SQ. FT.			1
TOTAL SPACES:		3	3

EXPANSION (IF APPLIC):	
TOTAL FLOOR GROSS AREA - LAND AREA x 15% = LANDSCAPE REQ'D.	
TOTAL FLOOR GROSS AREA :	REQUIRED
(3,000 - 265.5) x 15% =	PROVIDED
	411.68 SQ. FT. 680.00 SQ. FT.

[illegible][illegible]

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL.
09/09/2002

DATE 2-1-20
APPLICANT Kevin Smith
SECRETARY, CITY PLAN COMMISSION

DETAILED SITE DEVELOPMENT PLAN

815 TAYS STREET
LOT 3, BLOCK 42
MACOFFIN'S ADDITION
CITY OF EL PASO, EL PASO COUNTY, TEXAS.
CONTAINING: 3,000.00 SQ. FT. OR 0.0689 ACRES ±



KEYED NOTES

LEGEND	
PO	= POWER POLE
CH	= CHARGED ELECTROLYTE
RO	= ROCKWELL
CP	= CRANKLE PITCH
DF	= DRAINAGE FLOW
HA	= HARDWARE PARTS
BL	= BLANK
TR	= TRAIL
BR	= BRIDGE BACK



45. ENGINEERING SERVICES
Prepared by and under the supervision of
All BOARDSMAN
Registered Professional Engineer
Registration No. 57915
At Boardman, Pa
At Boardman, P. E.

OWNER/DEVELOPER:
ALU-COPPER & R. LLC,
315 TAYS STREET
EL PASO, TEXAS 79901

SURVEYOR:
CAD CONSULTING CO.
CARLOS M. JIMENEZ
1790 N. LEE TREETINO


 C&A CONSULTING COMPANY
 1790 LEBB TRIFLINO DRIVE SUITE 300
 EL PASO, TEXAS 79936

SCHOOL DISTRICT
EL PASO INDEPENDENT SCHOOL DISTRICT
8001 MONROE DRIVE, TWENTH

815 Tays Street

City Plan Commission — September 8, 2022



CASE NUMBER: PZRZ22-00026
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: ALU-Copper A R LLC
REPRESENTATIVE: CAD Consulting Co.
LOCATION: 815 Tays Street (District 8)
PROPERTY AREA: 0.07 acres
REQUEST: Rezone from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development) and approval of a Detailed Site Development Plan with a reduction of district area, front yard setback, and side yard setback
RELATED APPLICATIONS: None
PUBLIC INPUT: None received as of September 1, 2022

SUMMARY OF REQUEST: The applicant is requesting to rezone from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development) and approval of a Detailed Site Development Plan with reductions to district area, front yard setback, and side yard setback to allow an office.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request and Detailed Site Development Plan with reduction to district area, front yard setback, and side yard setback as the proposed rezoning is in keeping with the policies of the G-2 Traditional Neighborhood Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from A-3 (Apartment) and C-1 (Commercial) to S-D (Special Development) and approval of a Detailed Site Development Plan with reductions to district area, front yard setback, and side yard setback to allow an office. The property consists of 0.07 acres. There is an existing vacant building on the subject property. The detailed site development plan shows the existing 605.5 square-foot office building. The applicant is also requesting the following reductions: from the minimum district area required of 1 acre to 0.07 acres, from the minimum required 20-foot front yard setback to 13.3 feet, and from the minimum required 10-foot side yard setback to 0 foot as shown in the table below. The development is compliant with the requisite vehicular and bicycle parking. Access to the subject property is provided from Seventh Avenue via the alley.

Minimum Density/Setback: S-D zone district	Required	Proposed
District area	1 acre	0.07 acre
Lot Area	N/A	N/A
Lot Width	N/A	N/A
Lot Depth	N/A	N/A
Front yard setback	20 feet	13.3 feet
Rear yard setback	10 feet	No change
Side yard setback	10 feet between structures	0 foot
Side street yard setback	10 feet	N/A
Cumulative front & rear yard setback	N/A	N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The subject property is proposed to be developed into an office development. The proposed zoning district is consistent with the surrounding A-3 (Apartment) zone district to the north, south, east, and west consisting of multi-family dwellings and with the C-1 (Commercial) zone district to the northeast currently vacant, and meet the established character of the neighborhood surrounding the subject property. The closest school is Guillen Middle School located 0.14 miles and the closest park is Paseo de Los Heroes Park located 0.07 miles away.

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><u>G-2 Traditional Neighborhood (Walkable):</u> This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	<p>Yes. The subject property is proposed to be developed into office development, which is in character with the future land use designation of <i>Plan El Paso</i>.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>S-D (Special Development) District: The purpose of this district is to provide an opportunity for mixed-use projects, integrated in design, in certain older residential areas where there is a desire to permit a variety of nonresidential uses while maintaining the established residential appearance and landscaping of the area. The regulations of this district are designed to ensure compatibility with existing uses in the district; to permit the production, exhibit or sale of goods and the providing of services to the public in such older residential areas; to protect the traffic capacity of streets serving such older residential areas; to encourage flexibility by prescribing general performance standards for such older residential areas; and to protect the environment of adjacent areas. For the purpose of this district, older areas of the city shall be deemed those areas where development has existed for at least twenty-five years.</p>	<p>Yes. The proposed S-D (Special Development) zone district will provide for the integration of business office with adjacent apartment and light commercial zoning districts in an older area.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. Proposed development will have access to the existing Tays Street and Seventh Avenue which are designated as local and collector streets, respectively as per El Paso's Major Thoroughfare Plan (MTP). The classification of these roads are appropriate for the proposed development.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>The proposed development is not within any historic districts or study area plan boundaries.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>The proposed development is not anticipated to pose any adverse effects on the community. The proposed development will be compatible with development immediately surrounding the subject property.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property does not involve greenfield, environmentally sensitive land, or arroyo disturbance.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is stable and the proposed development is compatible with A-3 (Apartment) and C-1 (Commercial) zone districts and uses of the surrounding properties.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>None. The proposed development is within an older, stable area of the city. The established neighborhood is comprised of multi-family dwellings.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Tays Street and to Seventh Avenue via the alley which are designated as local and collector streets, respectively as per El Paso's MTP. The classification of these roads are appropriate for the proposed development. The existing infrastructure and services are adequate to serve the proposed redevelopment. Access is proposed from Seventh Avenue via the alley.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of El Paso Central Business Association, Sunrise Civic Group, and Southside Neighborhood Association which were notified of the rezoning application. Public notices were mailed to property owners within 300 feet of the subject property on August 25, 2022. As of September 1, 2022, the Planning Division has not received any communication in support or opposition to the request from the public.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS:

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

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

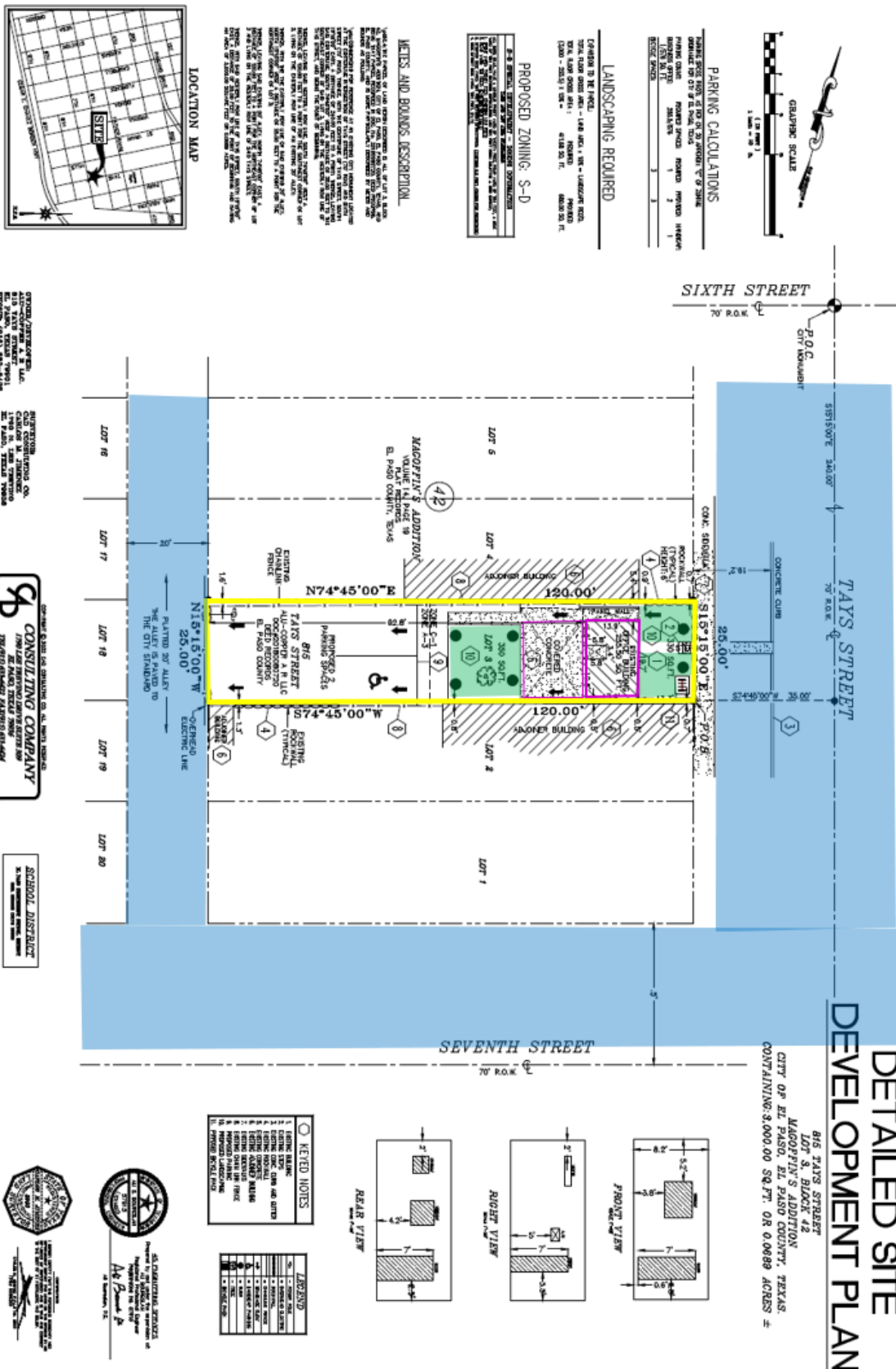
ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Development Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

PZRL22-00026



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends approval of the rezoning request and Detailed Site Development Plan with reduction to district area, front yard setback, and side yard setback as the proposed rezoning is in keeping with the policies of the G-2 Traditional Neighborhood Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to special permit and detailed site development plan.

Note: At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

No objections to proposed rezoning.

Fire Department

Recommend approval. No adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

No comments received.

Sun Metro

No comments received.

El Paso Water

EPWater does not object to this request.

Water:

There is an existing 12-inch diameter water main that extends along Tays Street, located approximately 72-feet east of the property. This main is available for service.

There is an existing 4-inch diameter water main that extends along the alley between Tays Street and Hills Street located approximately 6-feet west of the property. This main is available for service.

Previous water pressure readings conducted on fire hydrant # 2290 located on southeast corner of Sixth Avenue and Tays Street have yielded a static pressure of 100 psi, residual pressure of 98 psi, discharge of 1,186 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure

as desired by the customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends along the alley between Tays Street and Hills Street located approximately 10-feet west of the property line. This main is available for service.

General:

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

Stormwater Engineering

EPWater-SW has no objections to this proposal.

El Paso County 911 District

The 911 District has no comments or concerns regarding this zoning and detailed site development plan.

El Paso County Water Improvement District #1

The item is not within the boundaries of EPCWID1.

ATTACHMENT 4





Legislation Text

File #: 22-1272, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 1

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

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

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST22-00008, to allow for parking spaces (serving another property) on the property described as Tract 6-B and 18-B, Block 4, Upper Valley Surveys, 5020 Country Club Place, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 5020 Country Club Place

Applicant: El Paso Country Club - PZST22-00008

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: November 8, 2022

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

DISTRICT(S) AFFECTED: District 1

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance granting Special Permit No. PZST22-00008, to allow for parking spaces (serving another property) on the property described as Tract 6-B and 18-B, Block 4, Upper Valley Surveys, 5020 Country Club Place, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 5020 Country Club Place
Applicant: El Paso Country Club - PZST22-00008

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit for an off-street parking lot serving another property in the R-1 (Residential) zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit. This parking lot would serve the adjacent El Paso Country Club located at 5000 Country Club Place. The City Plan Commission recommended 5-0 to approve the proposed special permit on September 8, 2022. As of October 3, 2022, the Planning Division received two phone calls in support of the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST22-00008, TO ALLOW FOR PARKING SPACES (SERVING ANOTHER PROPERTY) ON THE PROPERTY DESCRIBED AS TRACT 6-B AND 18-B, BLOCK 4, UPPER VALLEY SURVEYS, 5020 COUNTRY CLUB PLACE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the El Paso Country Club, has applied for a Special Permit under Section 20.04.260 of the El Paso City Code to allow for a Parking spaces (serving another property); and,

WHEREAS, a report was made by the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a R-1 (Residential) District:
Tracts 6-B and 18-B, Block 4, Upper Valley Survey, 5020 Country Club Place, City of El Paso, El Paso County, Texas; and as more particularly described by metes and bounds on the attached Exhibit "A".
2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for parking spaces (serving another property) on the property described in Paragraph 1 of this Ordinance; and,
3. That this Special Permit is issued subject to the development standards in the R-1 (Residential) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and is incorporated herein by reference for all purposes; and,
4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST22-00008, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

ORDINANCE NO. _____

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ____ day of _____, 2022.

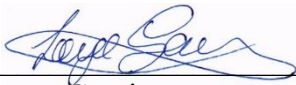
THE CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

AGREEMENT

El Paso Country Club, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **R-1 (Residential) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 20 day of September, 2022.

El Paso Country Club:

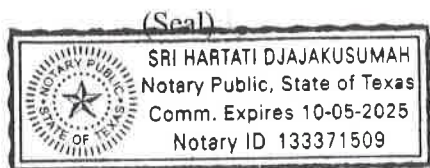
[Signature]
(Signature)

General Manager / COO
(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 20th day of September, 2022, by Andy Khatami for El Paso Country Club as Applicant.



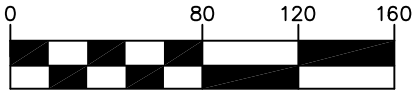
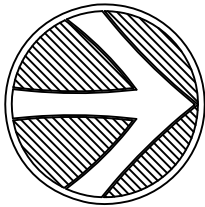
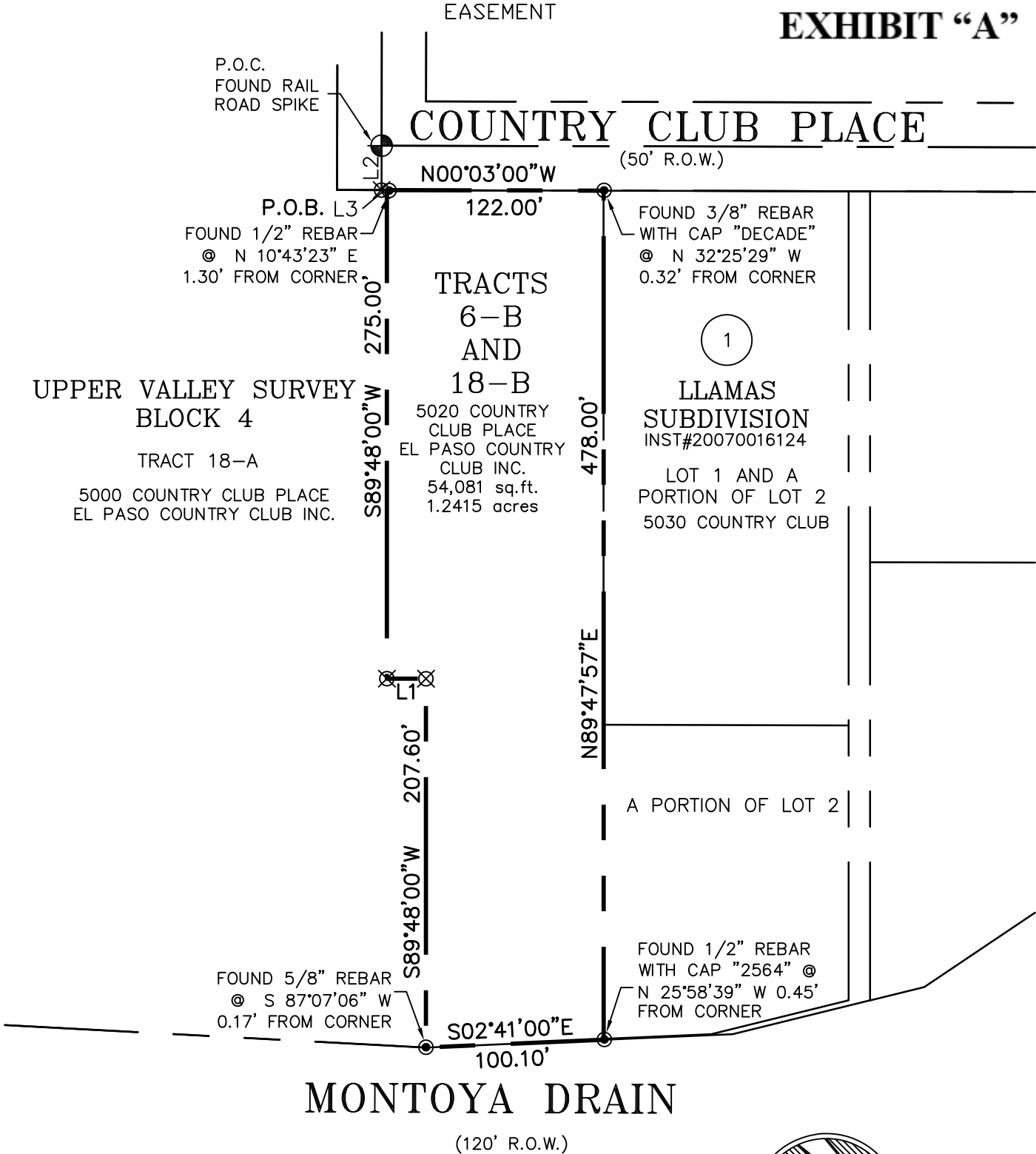
[Signature]
Notary Public, State of Texas
Signature

SRI HARTATI DJAJAKUSUMAH
Printed or Typed Name

My Commission Expires:

10-05-2025

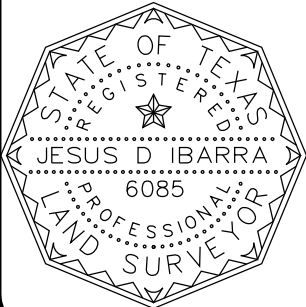
ORDINANCE NO. _____



NOTES:

1. BEARING BASIS IS RECORD FOR UPPER VALLEY SURVEY MAP OF BLOCK 4 APPROVED BY J.W. CARTER, DATED NOV. 1929 AND REFERENCE BY FOUND CITY MONUMENTS SHOWN HEREIN.
2. THIS PROPERTY MAY BE SUBJECT TO EASEMENT WHETHER OF RECORD OR NOT. (NOT SHOWN).
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	22.00	S00°03'00"E
L2	25.00	N89°57'00"E
L3	3.03	N00°03'00"W

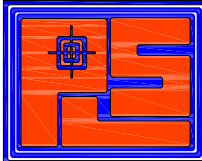


CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL ON THE GROUND SURVEY AND THAT THE MONUMENTATION SHOWN HEREON WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION. I ALSO CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY.

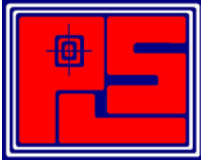
5-16-2022

JESUS D. IBARRA RPLS#6085, FIRM#10194184



PRECISION LAND SURVEYORS
1044 VALLE DE ORO DR.
EL PASO, TEXAS 79927
(915) 222-5227

© COPYRIGHT 2022/PLS ALL RIGHTS RESERVED



PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.

El Paso, Texas 79927

Ph# (915) 222-5227

Being all of Tracts 6-B and 18-B,
Block 4,
Upper Valley Surveys,
City of El Paso, El Paso County, Texas
May 16, 2022;

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being all of Tracts 6-B and 18-B, Block 4, Upper Valley Surveys, City of El Paso, El Paso County, Texas , and being more particularly described by metes and bounds as follows:

Commencing for reference at a found rail road spike at the centerline intersection Camino Real Avenue (50 foot right of way) and Country Club Place (50 foot right of way), thence, North 89°57'00" East a distance of 25.00 feet to a point at the easterly right of way of Country Club Place, thence along said right of way, North 00°03'00" West a distance of 3.03 feet to a point, from which a found 1/2 rebar bears North 10°43'23" East a distance of 1.30 feet and the **"TRUE POINT OF BEGINNING"**.

Thence along said right of way, **North 00°03'00" West** a distance of **122.00 feet** to a point, from which a found 3/8" rebar "DECADE" bears North 32°25'29" West a distance of 0.32 feet;

Thence leaving said right of way, **North 89°47'57" East** a distance of **478.00 feet** to a point at the westerly right of way of Montoya Drain (120 foot right of way), from which a found 1/2 rebar "2564" bears North 25°58'39" West a distance of 0.45 feet;

Thence along said right of way, **South 02°41'00" East** a distance of **100.10 feet** to a point, from which a found 5/8" rebar bears North 89°07'06" West a distance of 0.17 feet;

Thence leaving said right of way, **South 89°48'00" West** a distance of **207.60 feet** to a point;

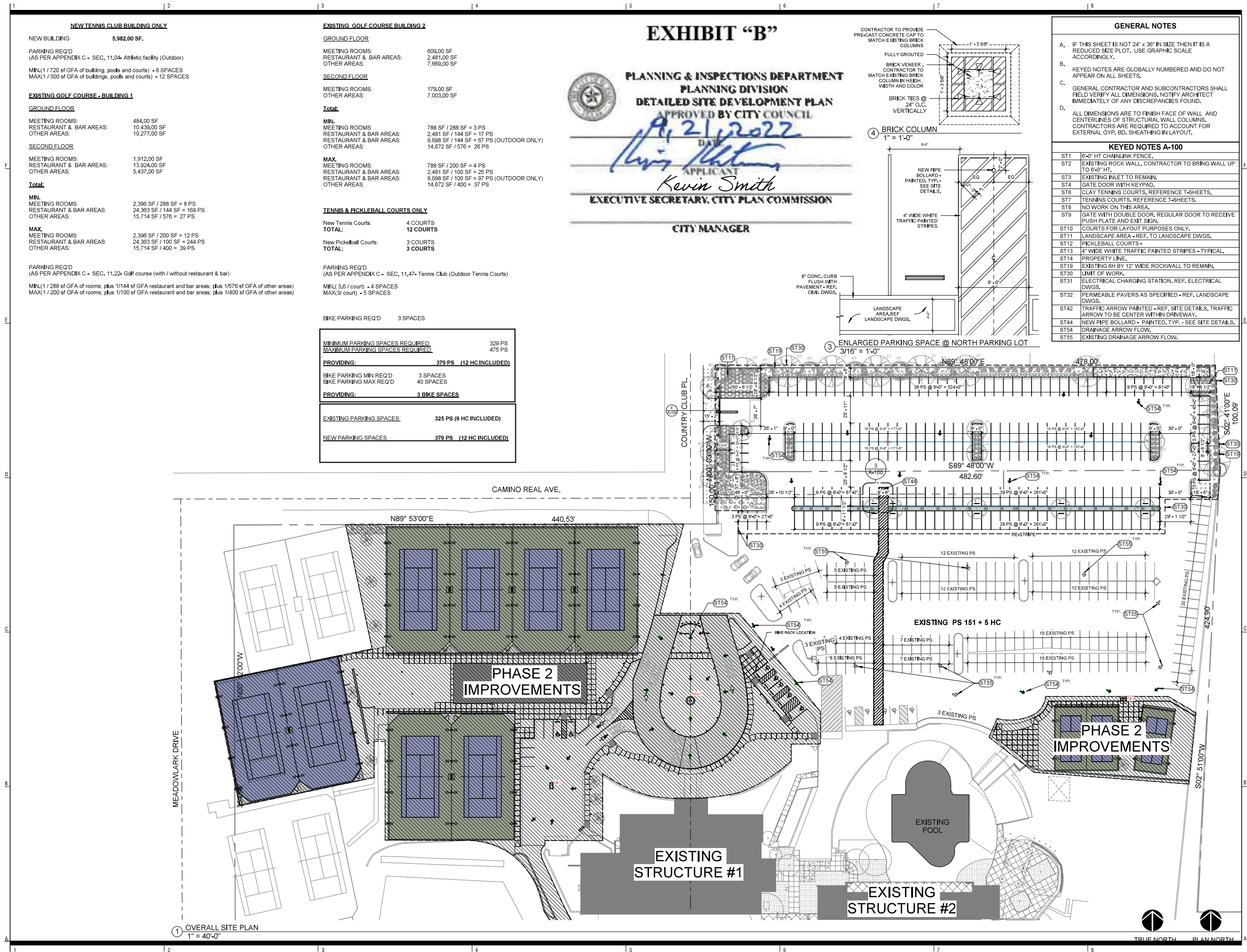
Thence, **South 00°03'00" East** a distance of **22.00 feet** to a point;

Thence, **South 89°48'00" West** a distance of **275.00 feet** to a point feet to **"TRUE POINT OF BEGINNING"** and containing in all **54,081 square feet** or **1.2415 acres** of land more or less.

Jesus D. Ibarra, RPLS No.6085

May 18, 2022





in*situ
ARCHITECTURE

112 Texas Ave | El Paso, TX 79901
p 915.533.7488
www.insituarc.com



EPCC- NORTH PARKING LOT

EP_COUNTRY CLUB

El Paso, Texas

REVISION SCHEDULE

Number	Date	Description
--------	------	-------------

PROJECT STATUS: CONSTRUCTION DOCUMENTS
ISSUE DATE: May 24, 2022
PROJECT NO.: 21014
DRAWN BY: EL / CG
CHECKED BY: EL

OVERALL SITE PLAN

A-100

8/30/2022 11:43:42 AM

5020 Country Club Place

City Plan Commission — September 8, 2022



CASE NUMBER: PZST22-00008
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: El Paso Country Club
REPRESENTATIVE: SLI Engineering, Inc.
LOCATION: 5020 Country Club Place (District 1)
PROPERTY AREA: 1.24 acres
EXISTING ZONING: R-1 (Residential)
REQUEST: Special Permit to allow for off-street parking serving another property in R-1 (Residential) zone district
RELATED APPLICATIONS: None
PUBLIC INPUT: As of September 1, 2022, staff received two phone calls in support.

SUMMARY OF REQUEST: The applicant is requesting a special permit for an off-street parking lot serving another property in the R-1 (Residential) zone district. This parking lot would serve the adjacent El Paso Country Club located at 5000 Country Club Place.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the special permit to allow for parking spaces (serving another property) in R-1 (Residential) zone district. The proposal meets all the requirements of El Paso City Code 20.14.410 – Off-street parking serving another property, 20.04.320 – Special Permit, and 20.04.150 – Detailed Site Development Plan. It is also based on consistency with *Plan El Paso*, the City's adopted Comprehensive Plan.

PZST22-00008



Figure A. Detailed Site Development Plan Superimposed on Aerial Imagery

DESCRIPTION OF REQUEST: The applicant is requesting a special permit for off-street parking serving another property in R-1 (Residential) district. The parking lot is located at 5020 Country Club Road and will serve the adjacent El Paso Country Club located at 5000 Country Club Place. The parking lot contains 140 vehicular spaces. The applicant is providing a 6-foot rockwall and evergreen trees screening adjacent to residential development. The development complies with Title 18.46 of the Landscaping Ordinance. Access to the subject property is proposed from Country Club Place.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (20.14.410) – OFF-STREET PARKING (SERVING ANOTHER PROPERTY)	
Criteria	Does the Request Comply?
1. The parking area is compatible with the general development of the neighborhood and does not adversely affect the use of adjacent properties.	Yes, the proposed development is similar in intensity and scale to surrounding development and the applicant is proposing screening, landscaping, and sound barriers to mitigate the effects on adjacent properties.
2. The parking area is so arranged as to permit sufficient space for parking spaces and turning maneuvers, as well as adequate ingress and egress to the site.	Yes, the parking lot meets all dimensional standards required for stalls and aisles.
3. Lighting shall comply with Chapter 18.18 (Dark Sky Ordinance) of this Code.	Yes, there is a note on the detailed site plan (Attachment 1).
4. The parking area is located in such a manner from the site generating the parking requirement to assure that such parking facility will adequately serve the use.	Yes, the parking lot is located adjacent to the site generating the use. There are adequate pedestrian facilities in the area for access to the existing El Paso Country Club and the parking lot.
5. Access to be provided to the parking area shall not be through private property that is not zoned to permit the use generating the off-street parking.	Yes, access to the parking lot is proposed through the property it will serve from Country Club Place.
6. Adequate provisions shall be made to assure that the parking area is reasonably identifiable as to the patronage it serves, the location, points of access, hours of operation and other appropriate matters made as a condition of the special permit approval.	Yes, the parking lot will have signage including all pertinent information.
7. The parking spaces required to be provided for the use shall be restricted to that use.	Yes, the detailed site plan, once approved, will restrict the use of the parking lot to the existing El Paso Country Club and uses indicated.
8. Any off-street parking spaces to be provided on the site generating the off-street parking requirement shall be used to accommodate required handicapped accessible spaces and patron parking.	Yes, the parking lot located at the adjacent property accommodates required accessible spaces onsite.
9. The parking area shall be owned or leased by the same property owner who operates the use generating the off-street parking requirement, and any leasehold interest in the parking area shall be validly held for the duration of the use.	Yes, the owner of the parking lot also owns the El Paso Country Club that will be served by the lot.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
Criteria	Does the Request Comply?
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. the property meets all applicable density and dimensional standards for their zoning district and use.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of <i>Plan El Paso</i> and the G-3 future land use designation.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes, access to the driveway will be from Country Club Place - the improved local street.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. The proposed design of the development is compatible with surrounding properties. Additionally, landscaping and trees are provided to lessen the impact on the neighboring properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The development will comply with landscaping ordinance requirements.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing uses configurations are similar to other properties in the immediate area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed redevelopment is similar in intensity and scale to surrounding development to include landscaping and trees to assist buffering from the residential uses.

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes, the subject property and the proposed developments meet the intent of the G-3 Post-War Future Land Use designation. The proposed development is adjacent to residential in close proximity to a residential and private country club use.</p>
<p>Compatibility with Surroundings: The proposed use is compatible with those surrounding the site:</p> <p>R-1 (Residential) District: The purpose of this district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	<p>Yes, the parking is consistent with residential and private country club uses in the neighborhood. The off-site parking serving another property is requiring a special permit in R-1 (Residential) zone district. The surrounding properties are zoned R-1 (Residential). The surrounding area of single-family dwellings and private country club uses.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	N/A. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with the existing residential zoning and uses of the surrounding properties.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is within an older, stable area of the city. The established neighborhood is comprised of single-family residences and private country club.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Country Club Place which is designated as a local street as per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to serve the proposed development. Access is proposed from Country Club Place.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to proposed special permit. There were no adverse comments received from the reviewing departments. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of Upper Valley Neighborhood Association which was notified of the special permit application. Public notices were mailed to property owners within 300 feet of the subject property on August 25, 2022. As of September 1, 2022, the Planning Division received two phone calls in support of the request from the public.

RELATED APPLICATIONS: N/A.

CITY PLAN COMMISSION OPTIONS:

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

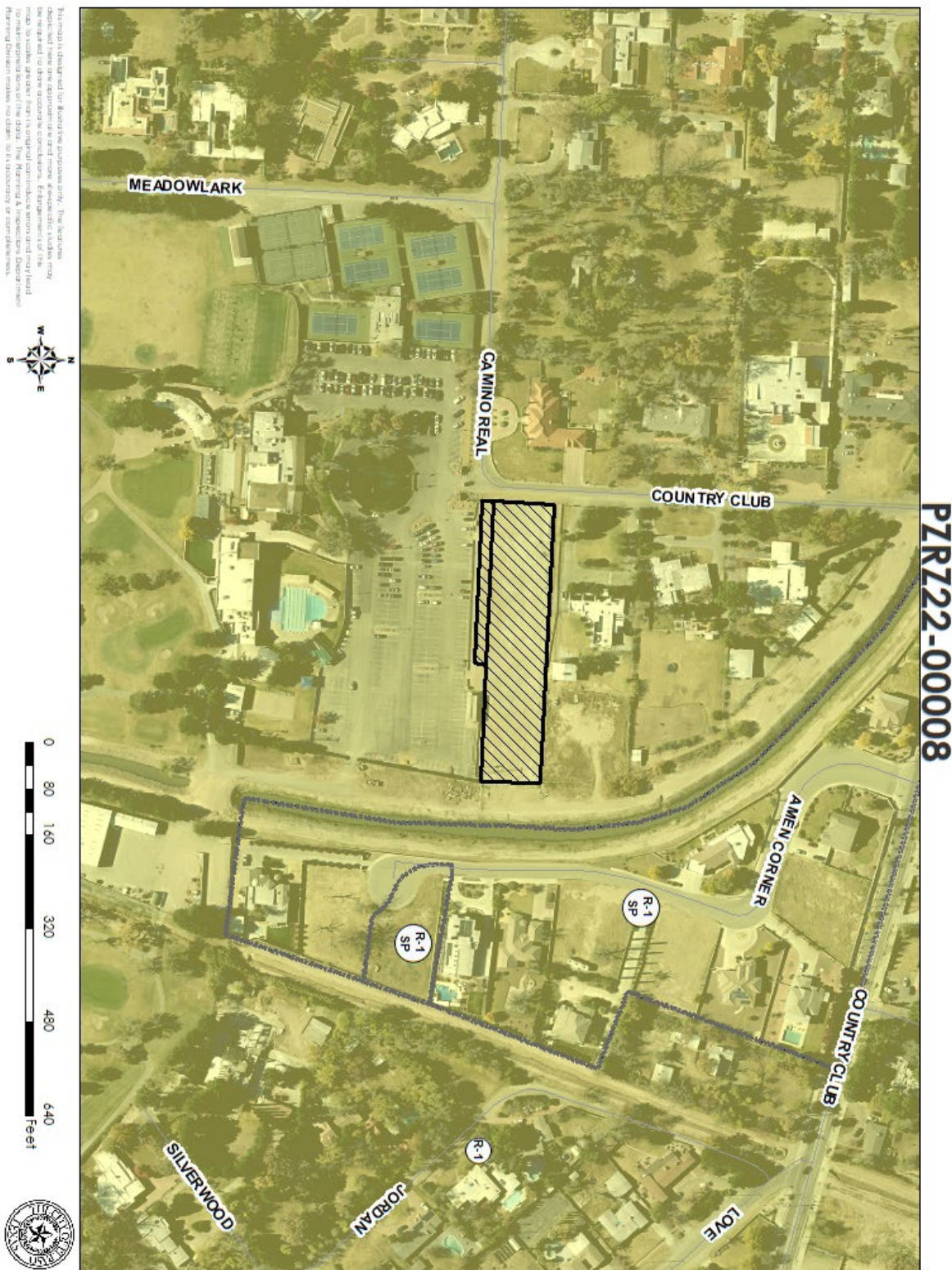
1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**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

ATTACHMENTS:

1. Detailed Site Plan
2. Detailed Site Plan, Enlarged
3. Zoning Map
4. Department Comments
5. Neighborhood Notification Boundary Map

[illegible][illegible]

ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department – Planning Division

Staff recommends approval of the special permit to allow for parking spaces (serving another property) in R-1 (Residential) zone district. The proposal meets all the requirements of 20.14.410 Off-street parking serving another property, 20.04.320 Special Permit and 20.04.150 Detailed Site Development Plan.

1. Recommend landscaping areas to be used as ponding sites to collect water runoff within the property.

Planning and Inspections Department – Plan Review

No objections to the proposed special permit.

Note: At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS, and Municipal Code.

Planning and Inspections Department – Land Development

No objections to proposed special permit.

Fire

No adverse comments.

Sun Metro

No comments received.

Streets and Maintenance Department

A Traffic Impact Analysis (TIA) is not required for this application per Section 19.18.010.B. of the El Paso Code.

Environmental Services Department

No comments received.

El Paso County Water Improvement District #1

EPCWID1 has no comments on the item.

El Paso Water

EPWater does not object to this request.

Water:

There is an existing 12-inch diameter water main extending along Country Club Place fronting the subject property. This main is located approximately 14.5-feet west of the eastern right-of-way line. This water main is available for service.

EPWater records indicate an active ¾-inch water meter serving the subject property. The address for this service is 5020 Country Club Place.

Previous water pressure readings from fire hydrant # 00634 located at Camino Real Ave. Northeast corner have yielded a static pressure of 70 pounds per square inch, a residual pressure of 68 pounds per square inch, and a discharge flow of 787 gallons per minute.

Sanitary Sewer:

There is an existing 15-inch diameter sanitary sewer main extending along Country Club Place fronting the subject property. This main is located approximately 13-feet east of the western right-of-way line. This sanitary sewer main is available for service.

General:

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

Stormwater Engineering

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.

This property must maintain the features that it had when it was a residence: it shall allow runoff from half of the street and be able to retain its own runoff.

Note: the applicants will coordinate with Stormwater Engineering at time of grading plan permit stage.

PZST22-00008





Legislation Text

File #: 22-1296, 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 8

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

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

An Ordinance changing the zoning of Lots 1 and 2, Block 6, Highland Park, 1837 Grandview Avenue, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office), 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: 1837 Grandview Ave.

Applicant: Marcela V. De Panetta, PZRZ21-00033

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: November 8, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora , (915) 212-1552

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of Lots 1 and 2, Block 6, Highland Park, 1837 Grandview Avenue, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office), 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: 1837 Grandview Ave.
Applicant: Marcela V. De Panetta, PZRZ21-00033

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone a split-zoned lot to have the property under one zoning district and to allow a proposed lodging house. City Plan Commission recommended unanimously 5-0 to approve the proposed rezoning on August 11, 2022. As of October 4, 2022, the Planning Division has received two (2) letters 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 Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF LOTS 1 AND 2, BLOCK 6, HIGHLAND PARK, 1837 GRANDVIEW AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE), 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 Lots 1 and 2, Block 6, Highland Park, 1837 Grandview Avenue, located in the City of El Paso, El Paso County, Texas, be changed from **R-5 (Residential)** to **A-O (Apartment/Office)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

A Detailed Site Development Plan shall be reviewed and approved by the City Plan Commission prior to issuance of building permits.

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.

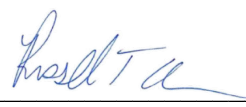
THE CITY OF EL PASO:

ATTEST:

Oscar Leeson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etive, Director
Planning & Inspections Department

1837 Grandview Avenue

City Plan Commission — August 11, 2022 **REVISED**

REZONING



CASE NUMBER: PZRZ21-00033
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Marcela V. De Panetta
REPRESENTATIVE: LievArch – Carlos Lievanos
LOCATION: 1837 Grandview Ave. (District 8)
PROPERTY AREA: 0.24 acres
REQUEST: Rezone from R-5 (Residential) to A-O (Apartment/Office) and Approval of a Detailed Site Development Plan
RELATED APPLICATIONS: PZCR22-00001 (Condition Release)
PUBLIC INPUT: Two (2) letters in support received as of August 8, 2022

SUMMARY OF REQUEST: The applicant is requesting to rezone from R-5 (Residential) to A-O (Apartment/Office) and approval of a Detailed Site Development Plan to allow the use of lodging house.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH A CONDITION** of the request. The proposed development is in keeping with the policies of the G-3 Post-war Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The condition is the following:

- A Detailed Site Development Plan shall be reviewed and approved by the City Plan Commission prior to issuance of building permits.

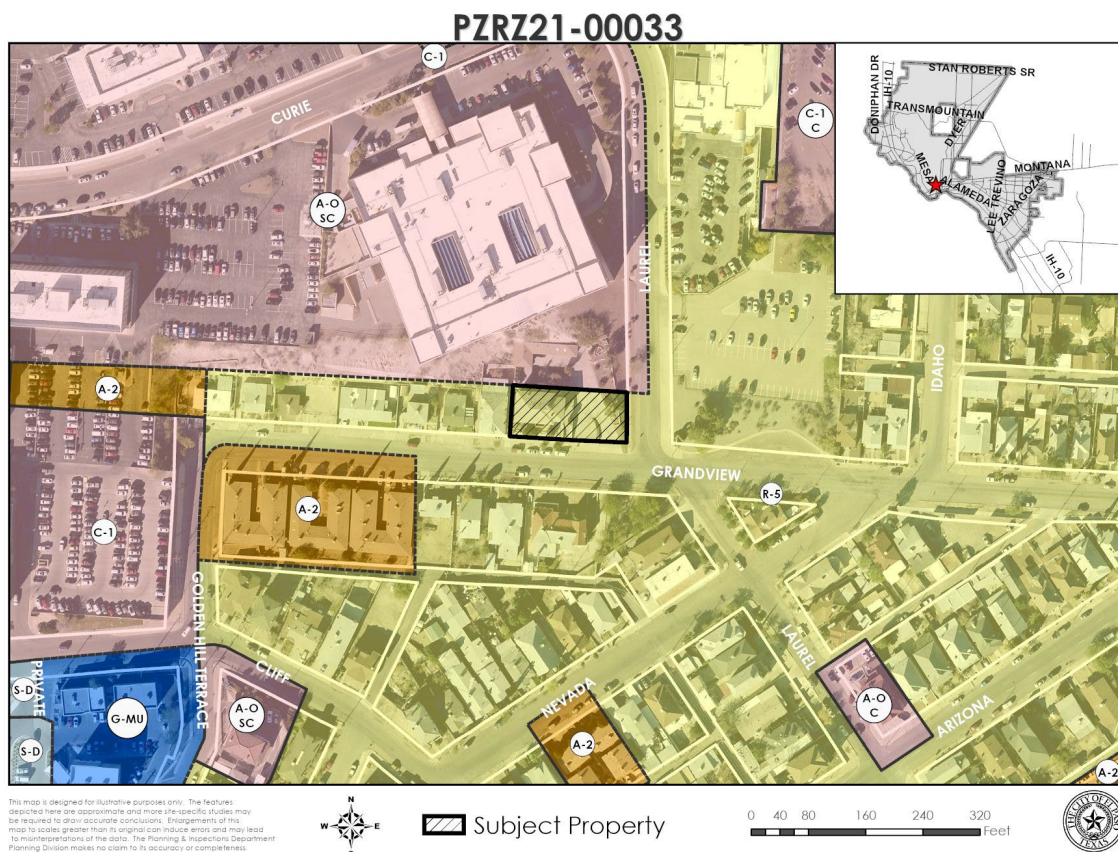


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from R-5 (Residential) to A-O (Apartment/Office) to allow the use of lodging house. The rezoning will serve to clean up the zoning on the subject property as it is currently split-zoned R-5 (Residential) and A-O (Apartment/Office). In addition, the applicant is requesting approval of a Detailed Site Development Plan, which shows the layout of the existing structures located within the property and are to remain, and it shall fulfill the requirements of an approved detailed site development plan per condition. The lodging house consists of a 4,788 square-foot two-story building containing eight (8) bedrooms, a 1,602 square foot existing garage and utility room located at the rear, and provides the minimum required parking of six (6) spaces and three (3) bicycle spaces. Main access is through Grandview Avenue.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The existing development is consistent with the neighboring properties. Property to the north is zoned A-O (Apartment/Office) and property to the east across Laurel Street zoned R-5 (Residential) both consisting of medical offices. Properties to the west and south are zoned R-5 (Residential) and consist of single-family dwellings. The nearest school is Armendariz Elementary School (0.35 miles) and the nearest park is Tom Lea Lower Park (0.80 miles).

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed use is consistent with the Future Land Use designation and is compatible with surrounding development.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>A-O (Apartment/Office): The purpose of this districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes. The proposed zoning district will serve to clean up the subject property to match the zoning district directly abutting to the north and place it under one zoning district. The use of lodging house is permitted in the A-O (Apartment/Office) zoning district and serves as a transition from single-family dwelling uses to the existing medical office uses to the north and east.</p>
<p>Preferred Development Locations: 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 being rezoned is located at the corner of Grandview Avenue and Laurel Street. Furthermore, the proposed zoning district is the same as the abutting property to the north.</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.	The subject property is not located within any historic districts, other special designations, or areas with adopted study area plans.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	By denial of the request, the property will continue as a split-zoned lot and the only uses allowed on the property would be those permitted per the most restrictive zoning district.
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects on the natural environment. The subject property does not involve greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezoning happening in the last 10 years, besides the subject property previous rezoning.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The subject property seems to have been combined with another in the past, which created a split-zoned lot. The proposed rezoning will serve to clean up the zoning.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Main access to the property is through Grandview Avenue, which is classified as a Local Street per the El Paso Major Thoroughfare Plan (MTP) and is adequate to serve the development. There are existing sidewalks along the property and there is nearby bus service about 0.13 miles away to the north and south to serve the development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: The Planning Division recommends that a condition be imposed requiring a Detailed Site Development Plan to be approved by City Plan Commission (CPC) to match an existing condition on the northern portion of property.

PUBLIC COMMENT: The property falls within the Central El Paso Community Organization, El Paso Central Business Association, Golden Hills Neighborhood Association, and Sunrise Civic Association, which were notified of the request by the applicant. As required, public notice was provided to all property owners within 300 feet of subject property on June 30, 2022. The Planning Division has received two (2) letters in support to the request (attachment 5) as of August 8, 2022.

RELATED APPLICATIONS: A Condition Release application (PZCR22-00001) is being processed in conjunction with this rezoning to remove a previous condition restricting uses on the subject property.

CITY PLAN COMMISSION OPTIONS:

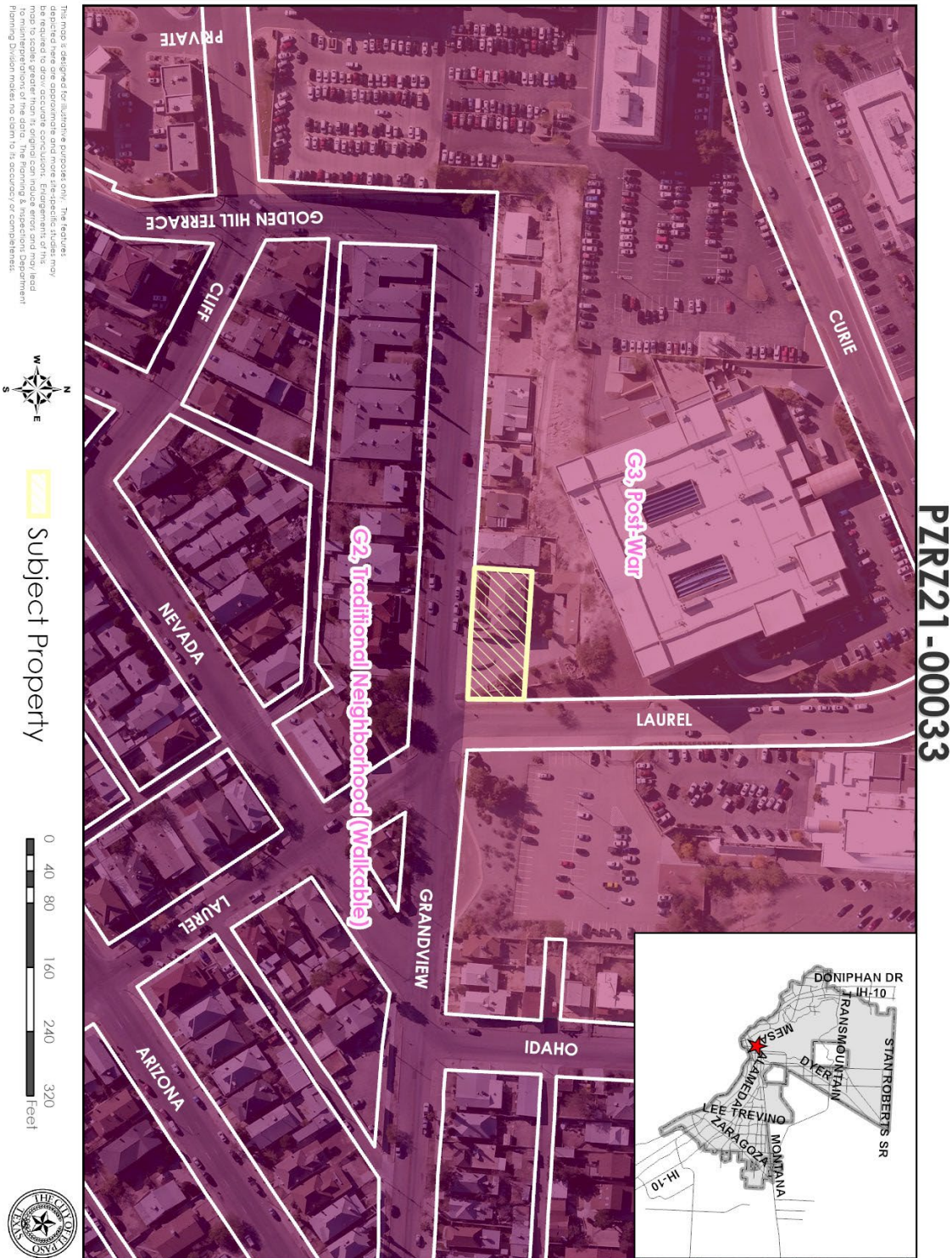
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

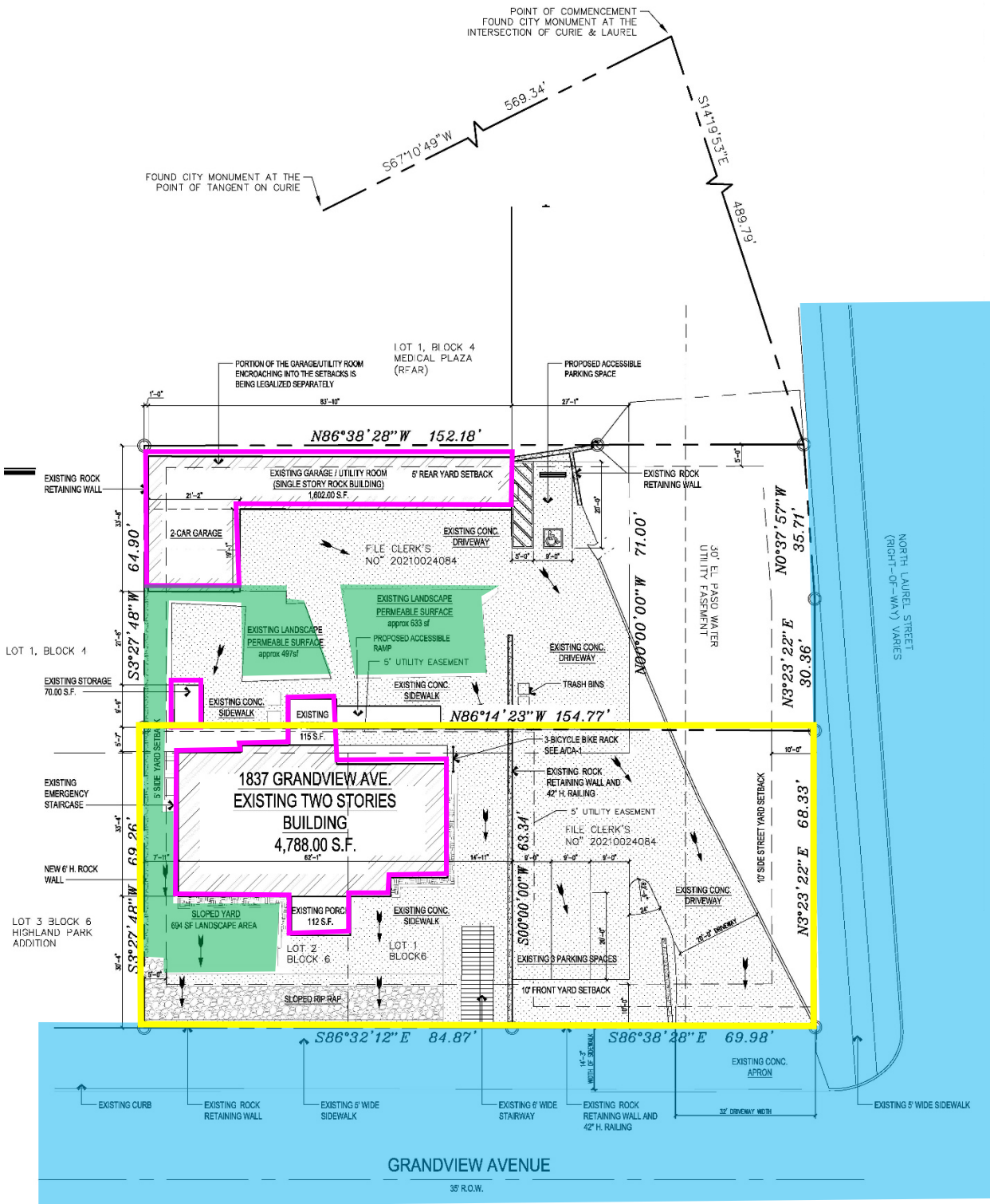
ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Development Plan
3. Department Comments Neighborhood
4. Notification Boundary Map
5. Letters in Support

ATTACHMENT 1

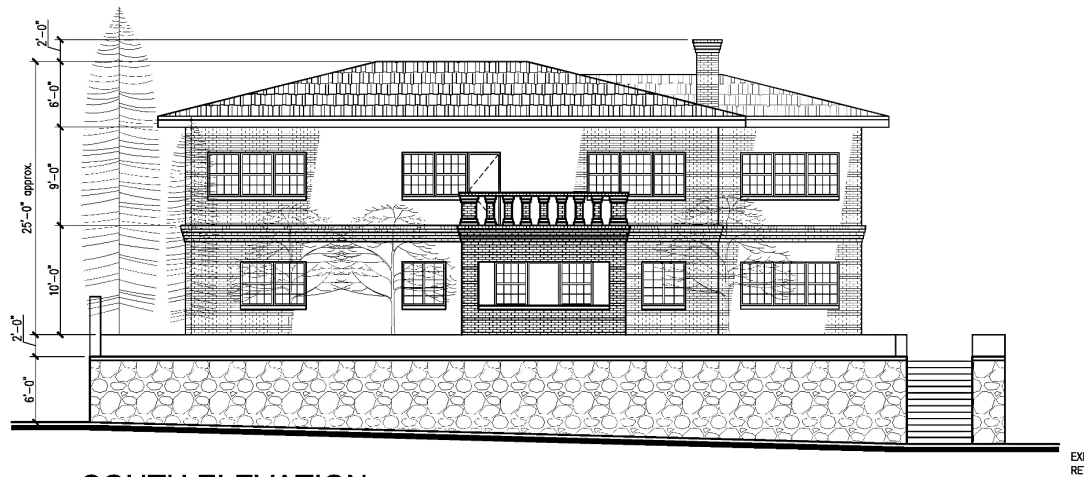


ATTACHMENT 2

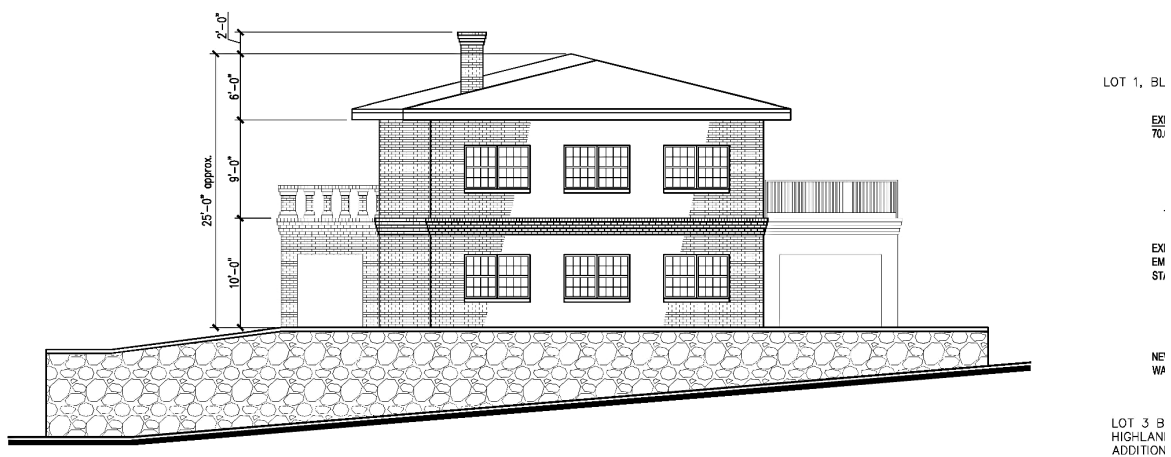


 **1 SITE PLAN**
SCALE: 1/16"=1'

ASTM .



2 SOUTH ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION
1/8" = 1'-0"

ATTACHMENT 3

Planning and Inspections Department - Planning Division

1. Recommend approval with conditions to match existing on northern portion of the property. The condition is that a Detailed Site Development Plan shall be reviewed and approved by the City Plan Commission prior to issuance of building permits.
2. Recommend approval of the detailed site development plan submitted with this application to fulfill the condition requiring a Detailed Site Development Plan by City Plan Commission.
3. Include a note on site plan that the current building and porch encroachments into the existing easement have been registered as legal nonconforming.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval. 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 objection to request.

Fire Department

Recommend approval. Check maximum number of occupants (A1, A2 or A3 Categories). Life safety systems would be required.

Note: To be complied prior to issuance of Certificate of Occupancy

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

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

Water:

There is an existing 4-inch diameter water main that extends along the north side of Grandview Ave. approximately 19-feet south of and parallel to the northern right-of-way line of Grandview Ave. This water main is available for service.

EPWater records indicate there is one 1-inch meter serving the subject property, 1837 Grandview Ave.

Previous water pressure from fire hydrant #5584 located at the southeast intersection of Golden Hill Terrace and Grandview Ave., has yielded a static pressure of 90 psi, a residual pressure of 64 psi, and a discharge of 1,210 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the

customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

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

There is an existing 8-inch diameter sanitary sewer main that extends along the east side of Laurel St. approximately 25-feet west of and parallel to the eastern right-of-way line of Laurel St. This sanitary sewer main is available for service.

General:

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

Stormwater:

No objections to this proposal.

Texas Department of Transportation

No comments received.

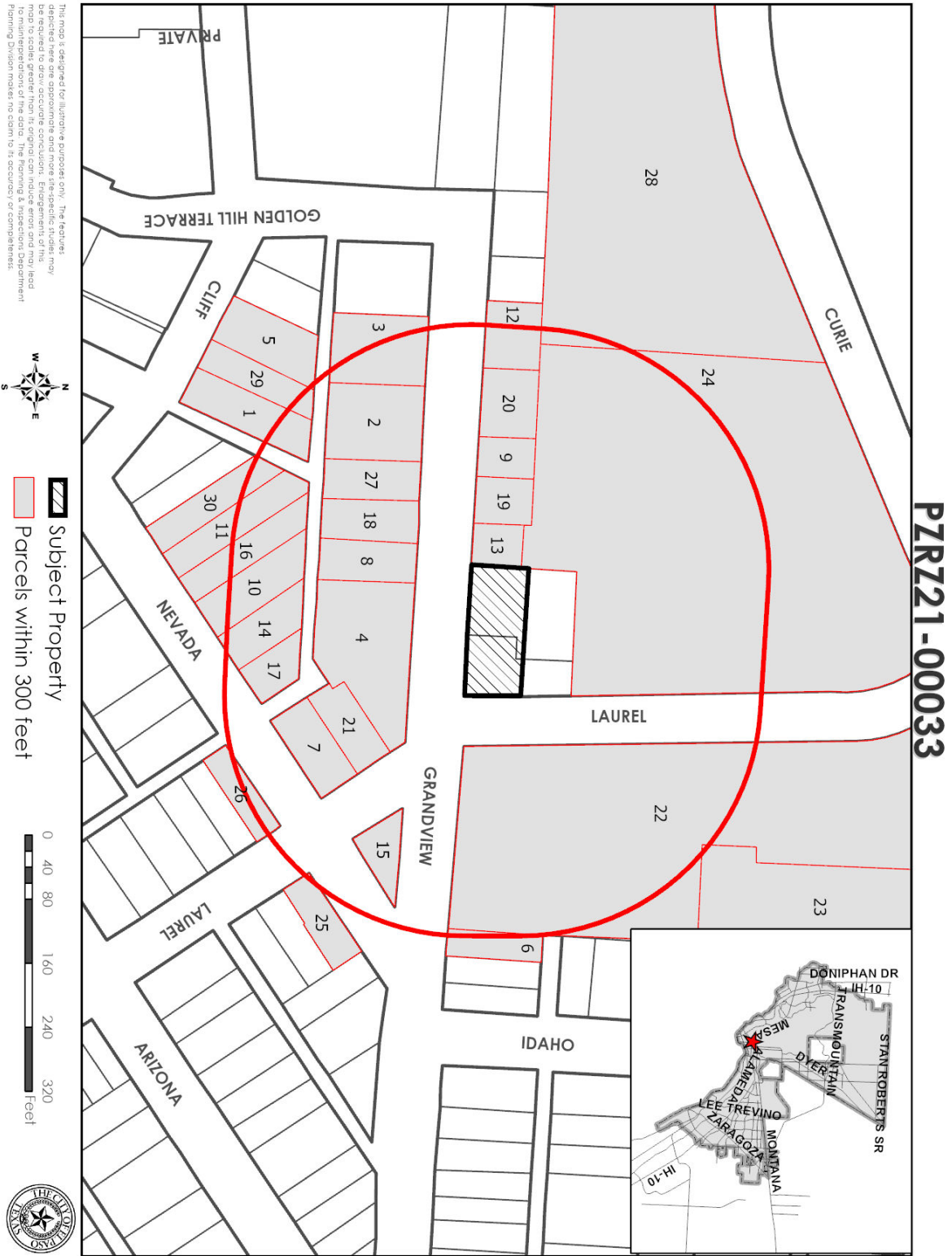
El Paso County Water Improvement District #1

Not within the boundaries of EPCWID1.

El Paso County 911 District

No comments/concerns regarding this zoning.

ATTACHMENT 4



ATTACHMENT 5



Office of the Bishop

Diocese of El Paso Catholic Pastoral Center

January 28, 2022.

City Plan Commission
c/o Planning and Inspections Department – Planning Division,
1st Floor, City 3,
801 Texas Avenue,
El Paso TX 79901.

Dear City Plan Commission,

This letter is written in support of The Encuentro Project. The Encuentro Project invites small groups, usually numbering around 12 members to experience the unique aspects of the life of their Binational Community and on the process, they establish lasting bonds with our community. This project has 501c.3 status and is also a Texas non-profit corporation. I am pleased to offer this letter of support, and I encourage your consideration.

The property is located at 1837 Grandview Ave. El Paso, Texas 79902. The house originally served as a convent for the Sisters of St. Joseph of Concordia, Kansas. It had a special zoning exception as a convent. Once the house was sold, it lost that designation.

This designation will be of a great impact as it would certainly help make the point of the benefit of such a faith-based educational and experiential border immersion program. Also, because participants encounter El Paso leaders, learn about and visit key places in El Paso, shop and eat at restaurants.

In order for The Encuentro Project to continue their missionary work and provide various services, a change of zoning is required. I urge your support of their request for The Encuentro Project to continue providing much needed religious, humanitarian, educational and shelter for those in need amongst us.

Sincerely in Christ,

Most Reverend Mark J. Seitz, D.D.
Bishop of El Paso

499 St. Matthews Street • El Paso Texas 79907 • Ph. (915) 872-8419 • Fax (915) 872-8409



USA Central and Southern Province

February 2, 2022

City Planning Commission
c/o Planning and Inspections Department – Planning Division
1st Floor, City 3
801 Texas Avenue
El Paso, TX 79901

Dear City Planning Commission,

I am writing in support of the re-zoning proposal being submitted by the owners of the property located at 1837 Grandview Avenue, El Paso 79902. This property recently housed the Encuentro Project, a faith-based border immersion program founded by the Jesuits of Sacred Heart Parish. Since the Encuentro Project began, university students, high school students and parishioners principally from Jesuit institutions have participated in the Encuentro Project's unique educational program. Their evaluations of their experience have shown that participants have gained not only knowledge about the realities that migrants face at the border but increased compassion that has led to a desire to accompany migrants when they return to their homes. The students have not created any problems for the neighborhood and are always accompanied by adult chaperones.

The Grandview property is an ideal space for The Encuentro Project to welcome groups to the El Paso/Ciudad Juarez region for education, prayer, and community-building. The owners have generously made this space available for this specific purpose and have invested in making the building safe and comfortable for the groups. A change in zoning will allow the project to continue its important mission.

When the Sisters of St. Joseph of Concordia Kansas lived in the house the zoning provided for a special permit for a convent which expired when the sisters sold the house. While they were sad to leave their home and ministries in El Paso, they were pleased to sell it to the owners to be used for the Encuentro Project ministry. I hope that, like the Sisters, the City Planning Commission will also see the value of this ministry not only for the groups that use the property but for the border City of El Paso.

I urge you to support the re-zoning proposal for the 1837 Grandview property. Thank you for your consideration.

Sincerely in Christ,

Reverend Thomas P. Greene, SJ
Provincial
Jesuits of the US Central and Southern Province

4511 W. Pine Blvd. St. Louis, MO 63108 314.361.7765 Fax 314.758.7164 jesuitscentralandsouthern.org



Legislation Text

File #: 22-1298, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

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

AGENDA LANGUAGE:

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

An Ordinance releasing conditions No. 2 and No. 3 placed on property by Ordinance No. 5193 which changed the zoning of portion of H. F. Fisher Survey No. 293, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1837 Grandview Ave.

Applicant: Marcela V. De Panetta, PZCR22-00001

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: November 8, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora , (915) 212-1552

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance releasing conditions No. 2 and No. 3 placed on property by Ordinance No. 5193 which changed the zoning of portion of H. F. Fisher Survey No. 293, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1837 Grandview Ave.
Applicant: Marcela V. De Panetta, PZCR22-00001

BACKGROUND / DISCUSSION:

The applicant is requesting to release conditions No. 2 and No. 3 originally imposed by Ordinance No. 5193, dated October 18, 1973 to allow a proposed lodging house. Condition No. 2 required right-of-way improvements such as deceleration lanes, grading, and extensions to nearby streets, with condition No. 3 restricting the property to listed uses only. Staff has found condition No. 2 to have been fulfilled or not applicable as nearby streets listed on the condition have already been improved. In addition, staff has found condition No. 3 to serve no public purpose as the subject property is part of a larger property that contains no use restrictions. City Plan Commission recommended unanimously 5-0 to approve the proposed condition release on August 11, 2022. As of October 4, 2022, the Planning Division has received one (1) letter in support to the condition release request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE RELEASING CONDITIONS NO. 2 AND NO. 3 PLACED ON PROPERTY BY ORDINANCE NO. 5193 WHICH CHANGED THE ZONING OF PORTION OF H. F. FISHER SURVEY NO. 293, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of the property described as *PORTION OF H. F. FISHER SURVEY NO. 293, City of El Paso, El Paso County, Texas*, was changed by Ordinance No. 5193 approved by City Council on OCTOBER 18, 1973; and,

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

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

WHEREAS, the owner (applicant) submitted an application requesting the removal of conditions No. 2 and No. 3 because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of conditions No. 2 and No. 3; and,

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

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

That zoning conditions No. 2 and No. 3 imposed by Ordinance No. 5193 approved by City Council on *OCTOBER 18, 1973*, and amended on *DECEMBER 5, 1974*, on the portion of land identified in Exhibit "A" be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions to be removed:

2. PRIOR TO THE ISSUANCE OF CERTIFICATES OF OCCUPANCY AND COMPLIANCE FOR ANY BUILDINGS CONSTRUCTED ON THE PROPERTY, FIRST PARTIES WILL, AT NO COST TO THE CITY, DO THE FOLLOWING:

- A. FIRST PARTIES WILL DEDICATE IN WRITING AND CONSTRUCT A DECELERATION TRAFFIC LANE ALONG MURCHISON DRIVE, INCLUDING GRADING, PAVING, CURBING AND GUTTERS. SUCH DECELERATION LANE SHALL BE DEDICATED AND CONSTRUCTED IN ACCORDANCE WITH PLANS AND SPECIFICATIONS TO BE APPROVED BY THE DIRECTOR OF TRAFFIC AND**

ORDINANCE NO. _____

PZCR22-00001

22-1007-2940.001|1189111

Zoning Condition ReleasePZCR22-00001 1837 Grandview | Ordinance Release
RTA

TRANSPORTATION OF THE CITY OF EL PASO.

- B. FIRST PARTIES WILL ENLARGE AND MODIFY THE WRIGHT STREET DAM TO PROVIDE PROPER DRAINAGE FOR ADDITIONAL STORM WATER RUNOFF RESULTING FROM DEVELOPMENT OF FIRST PARTIES' PROPERTY. SUCH ENLARGEMENT AND MODIFICATION SHALL BE DONE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS TO BE APPROVED BY THE CITY ENGINEER OF THE CITY OF EL PASO.*
- C. FIRST PARTIES WILL DEDICATE IN WRITING AND CONSTRUCT A 60-FOOT WIDE EXTENSION OF MEDICAL CENTER (UTAH) STREET BETWEEN ITS PRESENT NORTHERLY TERMINUS AND MURCHISON DRIVE, INCLUDING GRADING, PAVING, CURBING AND GUTTERS. SUCH STREET EXTENSION SHALL BE DEDICATED AND CONSTRUCTED IN ACCORDANCE WITH PLANS AND SPECIFICATIONS TO BE APPROVED BY THE CITY ENGINEER OF THE CITY OF EL PASO.*

THE CITY ENGINEER MUST CERTIFY THAT FIRST PARTIES HAVE COMPLIED WITH THIS PARAGRAPH AND HAVE COMPLETED ALL IMPROVEMENTS REQUIRED HEREUNDER BEFORE CERTIFICATES OF OCCUPANCY AND COMPLIANCE WILL ISSUE.

3. THE FOLLOWING PART OF THE PROPERTY SHALL BE USED ONLY FOR THE FOLLOWING PURPOSES:

A PARCEL OF LAND OUT OF THE H. F. FISHER SURVEY NO. 293, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE SOUTHEAST CORNER OF SAID SURVEY NO. 293; THENCE WEST ALONG THE SOUTH LINE OF SAID SURVEY NO. 293, A DISTANCE OF 1180. 00 FEET TO A POINT;

THENCE NORTH 47 ° 47' 56 11 EAST A DISTANCE OF 1592. 86 FEET TO A POINT ON THE EAST LINE OF SAID SURVEY NO. 293;

THENCE SOUTH ALONG THE EAST LINE OF SAID SURVEY NO. 293, A DISTANCE OF 1070.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14.49 ACRES OF LAND, MORE OR LESS.

- A. MEDICAL, DENTAL, CLINIC, HOSPITAL, REST HOME, LICENSED HEALING SERVICE;*
- B. MEDICAL RESEARCH LABORATORY;*
- C. A USE CUSTOMARILY INCIDENTAL OR SUBORDINATE TO ONE OF THE ABOVE USES, PROVIDING THAT SUCH USE IS SO SITUATED WITHIN A BUILDING THAT IT IS NOT DIRECTLY ACCESSIBLE FROM ANY PUBLIC WAY, THAT NO SIGN OR WINDOW DISPLAY RELATING TO SUCH USE IS DISCERNIBLE FROM ANY PUBLIC WAY, THAT SUCH USE DOES NOT INVOLVE THE KEEPING OF A STOCK OF GOODS ON THE PREMISES, AND THAT IT DOES NOT GENERATE COMMERCIAL VEHICULAR TRAFFIC.*
- D. OFFICE BUILDINGS.*

Except as herein amended, Ordinance No. 5193 shall remain in full force and effect.

ORDINANCE NO. _____

22-1007-2940.001|1189111

Zoning Condition ReleasePZCR22-00001 1837 Grandview | Ordinance Release
RTA

PZCR22-00001

ADOPTED this _____ day of _____, 2022.


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

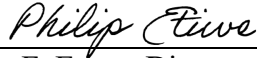
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

22-1007-2940.001|1189111
Zoning Condition ReleasePZCR22-00001 1837 Grandview | Ordinance Release
RTA

PZCR22-00001

EXHIBIT "A"

Prepared For: :Lievarch Architects
A Portion of Lot 1, Block 4,
Medical Center Plaza
El Paso County, Texas
Exhibit A
W.O.# 051022-2

PROPERTY DESCRIPTION

Description of a 0.231 acre tract of land being a portion Lot 1, Block 4, Medical Center Plaza, City of El Paso, El Paso County, Texas, according to the plat filed in Book 47, Page 16, Plat Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at an existing city monument lying at the centerline intersection of Curie Drive (80-Foot Right-of-way) between Lot 1, Block 4, and Lot 2, Block 2, and North Laurel Drive (Right-of-way Varies) from which, another existing city monument at the centerline of Curie Drive bears South 67°10'49" West, a distance of 569.34 feet (569.44 Record) **Thence**, South 14° 19'53" East, a distance of 489.79 feet to a ½" rebar with cap stamped "RPLS 5572" set on the westerly right-way line of North Laurel Drive, Book 1788, Page 0482, and the Northeast corner of certain parcel of land described March 3, 2021, in file clerk's record 20210024084, all in Deed Records, El Paso County, Texas, being the **"POINT OF BEGINNING"** of this description.



Thence, North 86°38'28" West, a distance of 152.18 feet to a point;

Thence, South 03°27'48" West, a distance of 64.90 feet to a point on the zoning line of **R-5 and A-O Special Contract, according to the City of El Paso's Planning Department Zoning Map;**

Thence, South 86°14'23" East, along said zoning line, a distance of 154.77 feet to a found point on the westerly right-of-way line of Laurel Street and the easterly line of Lot 1, Block 4 Medical Center Plaza;

Thence, North 03°23'22" East, along said right-of-way line, a distance of 30.36 feet to a set ½" rebar with cap stamped "RPLS 5572";

Thence, North 00°37'57" West, continuing along said right-of-way line, a distance of 35.71 feet to the **"POINT OF BEGINNING"** and containing in all 10,081 square feet or 0.231 acres of land more or less.

05/29/2022  

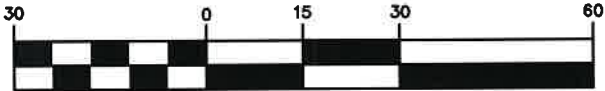
CHARLES H. GUTIERREZ R.P.L.S. 5572

H2O-Terra, L.L.C.

A survey plat of even date accompanies this description.

EXHIBIT "A"

- NOTES:
- 1. OWNERSHIP IS BASED ON CENTRAL APPRAISAL DISTRICT'S 2020 TAX ROLL.
 - 2. THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.
 - 3. BEARINGS ARE BASED ON GPS OBSERVATIONS USING GRID, NAD 83 DATUM, TEXAS CENTRAL ZONE. DISTANCES SHOWN HEREIN ARE GROUND DISTANCES.
 - 4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.



(IN FEET)
1 inch = 30 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N3°23'22"E	30.36'
L2	N0°37'57"W	35.71'

POINT OF COMMENCEMENT
FOUND CITY MONUMENT AT THE
INTERSECTION OF CURIE & LAUREL

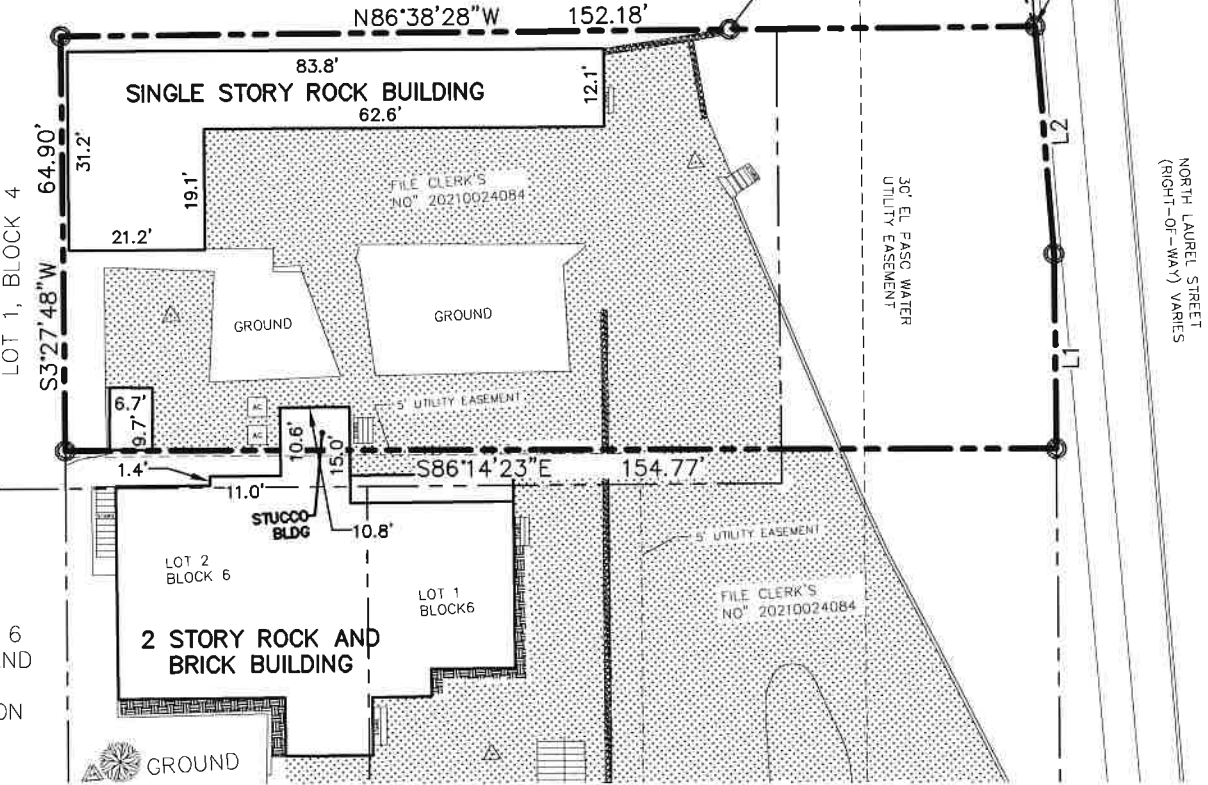
S67°10'49"W 569.34'

S14°19'53"E 489.79'

FOUND CITY MONUMENT AT THE
POINT OF TANGENT ON CURIE

LOT 1, BLOCK 4
MEDICAL PLAZA
(REAR)

POINT OF BEGINNING


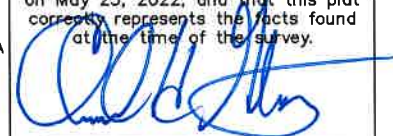


LOT 3
BLOCK 6
HIGHLAND
PARK
ADDITION

NOTE:
(UTILITIES SHOWN ARE IN APPROXIMATE LOCATION)
THE UNDERGROUND UTILITIES NOTED HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND UTILITY AS-BUILT DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



05-24-2022

FILING INFORMATION	CERTIFICATION	BOUNDARY SURVEY	 ENGINEERING. SURVEYING. SOLUTIONS. TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 (915) 533-1418 FAX: (915) 533-4972
DATE: MAY 25, 2022 FIELD: C.G. OFFICE: J.P.H. W.O. 051022-2 FILE: 051022-2 MCP Exhibit A SCALE: REVISED:	I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision on May 25, 2022, and that this plat correctly represents the facts found at the time of the survey.  CHARLES H. GUTIERREZ R.P.L.S. 5572	<u>FUEL FARM</u> PORTION OF LOT 1, BLOCK 4, MEDICAL CENTER PLAZA, CITY OF EL PASO, EL PASO COUNTY, TEXAS AREA = 10,081 sq.ft. or 0.231 ac ± PREPARED FOR: LIEV ARCH ARCHITECTS	

1837 Grandview Avenue

City Plan Commission — August 11, 2022 **REVISED**



CASE NUMBER: PZCR22-00001
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Marcela V. De Panetta
REPRESENTATIVE: Carlos Lievanos
LOCATION: 1837 Grandview Ave. (District 8)
PROPERTY AREA: 0.23 acres
REQUEST: Release Conditions No. 2 and No. 3 Imposed by Ordinance No. 5193
RELATED APPLICATIONS: PZR21-00033 (Rezoning)
PUBLIC INPUT: One (1) letter in support received as of August 8, 2022

SUMMARY OF REQUEST: The applicant is requesting to release Conditions No. 2 and No. 3, imposed by Ordinance No. 5193 in order to allow the use of a lodging house. Condition No. 2 has been fulfilled and is not applicable, and Condition No. 3 restricts uses on the property, with the proposed lodging house use not being permitted.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed development is in keeping with the policies of the G-3 Post-war Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

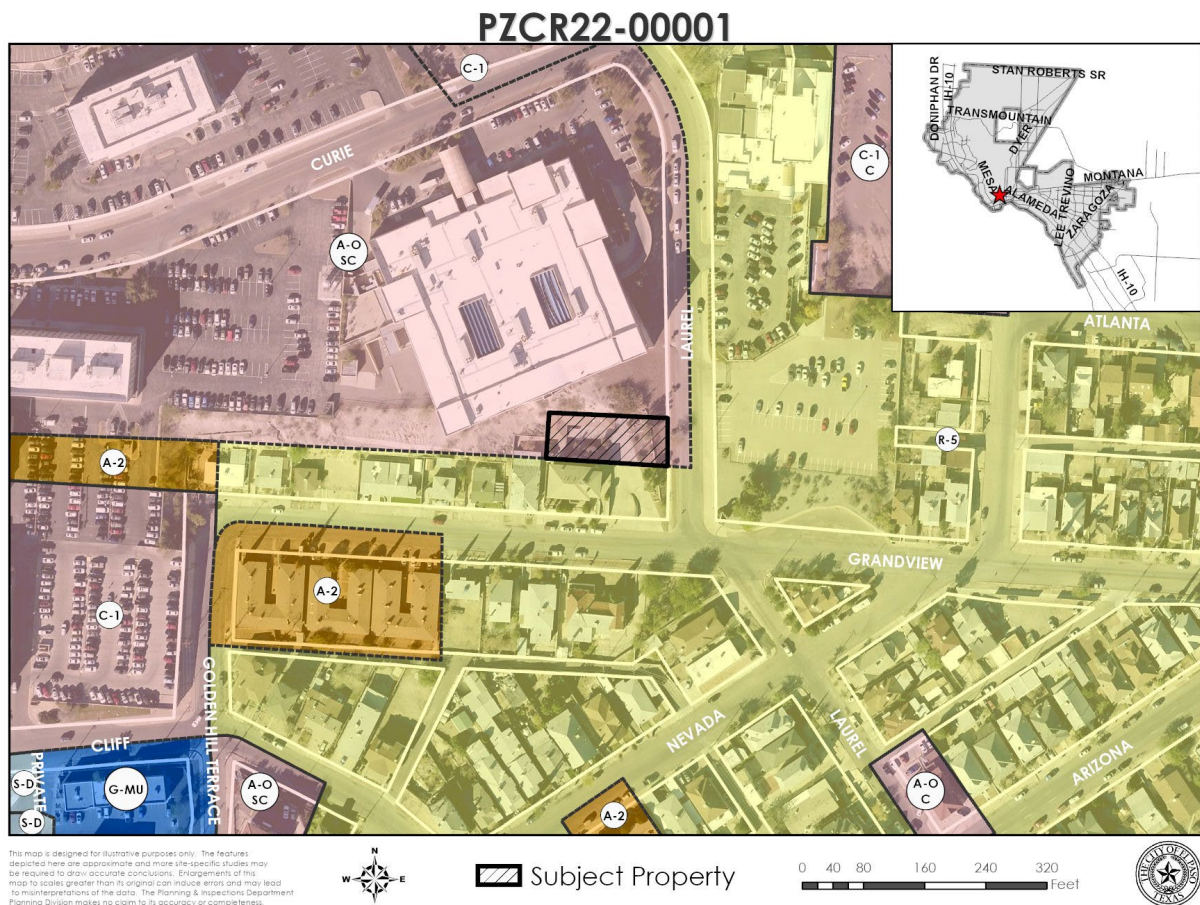


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to release Conditions No. 2 and No. 3, imposed by Ordinance No. 5193, in order to allow the use of lodging house. Condition No. 2 has been fulfilled and is not applicable, and Condition No. 3 restricts uses on the property, with the proposed use not being permitted. The detailed site development plan shows the layout of the existing structures located within the property and are to remain. There is a 4,788 square-foot two-story building, a 1,602 square foot existing garage and utility room located at the rear, and five (5) parking spaces being provided. Main access is through Grandview Avenue.

PREVIOUS CASE HISTORY: Ordinance No. 5193, dated October 18, 1973 (attachment 3) and amended to correct clerical errors by Ordinance No. 5691 (attachment 4), dated February 5, 1976 rezoned the northern portion of the property to A-O (Apartment/Office) and imposed conditions through a special contract, which was amended on December 5, 1974 (see page 9). Imposed conditions are the following:

1. Prior to the issuance of building permits for construction on the property, complete and detailed site development and architectural plans of the proposed development must be submitted by First Parties and approved by the City Plan Commission of the City of El Paso. All improvements on the property must be built in accordance with such approved plans.

Note: Condition to continue in effect.

2. Prior to the issuance of certificates of occupancy and compliance for any buildings constructed on the property, First Parties will, at no cost to the City, do the following:
 - a. First Parties will dedicate in writing and construct a deceleration traffic lane along Murchison Drive, including grading, paving, curbing and gutters. Such deceleration lane shall be dedicated and constructed in accordance with plans and specifications to be approved by the Director of Traffic and Transportation of the City of El Paso.
 - b. First Parties will enlarge and modify the Wright Street Dam to provide proper drainage for additional storm water runoff resulting from development of First Parties' property. Such enlargement and modification shall be done in accordance with plans and specifications to be approved by the City Engineer of the City of El Paso.
 - c. First Parties will dedicate in writing and construct a 60-foot wide extension of Medical Center (Utah) Street between its present northerly terminus and Murchison Drive, including grading, paving, curbing and gutters. Such street extension shall be dedicated and constructed in accordance with plans and specifications to be approved by the City Engineer of the City of El Paso.

The City Engineer must certify that First Parties have complied with this paragraph and have completed all improvements required hereunder before certificates of occupancy and compliance will issue.

Note: Condition 2 is being requested to be released in its entirety. Condition has already been fulfilled or is not applicable

3. The following part of the property shall be used only for the following purposes:

A parcel of land out of the H. F. Fisher Survey No. 293, more particularly described as follows:
Beginning at a point that is the southeast corner of said Survey No. 293;
Thence west along the south line of said Survey No. 293, a distance of 1180. 00 feet to a point;
Thence North 47 ° 47' 56 11 East a distance of 1592. 86 feet to a point o1 the east line of said Survey No. 293;
Thence south along the east line of said Survey No. 293, a distance of 1070. 00 feet to the point of beginning, containing 14. 49 acres of land, more or less.

 - a. Medical, dental, clinic, hospital, rest home, licensed healing service;
 - b. Medical research laboratory;
 - c. A use customarily incidental or subordinate to one of the above uses, providing that such use is so situated within a building that it is not directly accessible from any public way, that no sign or window display relating to such use is discernible from any public way, that such use does not in-volve the keeping of a stock of goods on the premises, and that it does not generate commercial vehicular traffic.

- d. Permit the construction of office buildings. (Condition 3 amended on December 5, 1974 to include this. See page 9)

Note: Condition 3 is being requested to be released in its entirety.

4. For a period of five years from the date hereof, no building shall be erected on the following part of the property and such part of the property shall be used only as a site for off-street parking facilities for the uses conducted on the tract described in paragraph 3 above:

From a point that is the southeast corner of said Survey No. 293;

Thence west along the south line of said Survey No. 293, a distance of 1180.00 feet to the point of beginning of the parcel herein being described;

Thence North 14° 41' 29" west a distance of 348.41 feet to a point;

Thence North 28° 32. 65 feet East a distance of 176. 38 feet to a point;

Thence North 13° 05' East a distance of 215. 00 feet to a point on the southerly right of way line of Murchison Drive;

Thence South 76° 55' East a distance of 3.20 feet to a point;

Thence easterly along said southerly right of way line, being a curve to the left, an arc distance of 511. 29 feet; curve having a radius of 540.00 feet, a central angle of 54 ° 15 ', and a long chord bearing North 75° 57' 30" East a distance of 492. 41 feet;

Thence North 48° 50' East, continuing along said southerly right of way line a distance of 684. 11 feet to the P. C. of a curve to the left;

Thence continuing easterly along said right of way line, being said curve to the left, an arc distance of 238.36 feet to its intersection with the east boundary line of said Survey No. 293; curve having a radius of 540. 00 feet, a central angle of 25° 17' 30", and a long chord bearing North 36° 11' 15" East a distance of 236. 44 feet;

Thence south along said east boundary line a distance of 391.27 feet to a point;

Thence South 47° 47' 56" West a distance of 1592. 86 feet to the point of beginning. This parcel contains 11. 26 acres, more or less.

After the expiration of such five-year period, said 11.26 acre parcel shall be used only for the purposes listed in paragraph 3 above or as a site for off-street parking facilities.

Note: Condition 4 was deleted in its entirety by amendment on December 5, 1974. (See page 9).

In addition to the special contract imposing conditions, there is an Option Agreement (see page 18), dated October 16, 1973, which was subsequently cancelled by amendment on December 5, 1974 (see page 9).

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The existing development is consistent with the neighboring properties. Property to the north is zoned A-O (Apartment/Office) and property to the east across Laurel Street zoned R-5 (Residential) both consisting of medical offices. Properties to the west and south are zoned R-5 (Residential) and consist of single-family dwellings. The nearest school is Armendariz Elementary School (0.35 miles) and the nearest park is Tom Lea Lower Park (0.80 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-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to</p>	<p>Yes. The proposed use is consistent with the Future Land Use designation and is compatible with surrounding 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:	
supplement the limited housing stock and add missing civic and commercial uses.	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: A-O (Apartment/Office): The purpose of this districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. The use of lodging house is permitted in the proposed A-O (Apartment/Office) zoning district (PZRZ21-00033) and serves as a transition from single-family dwelling uses to the existing medical office uses to the north and east.
Preferred Development Locations: 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 property is located at the corner of Grandview Avenue and Laurel Street. Furthermore, the proposed zoning district is the same as the abutting property to the north.
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 subject property is not located within any historic districts, other special designations, or areas with adopted study area plans.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested condition release.	There are no potential adverse effects anticipated.
Natural Environment: Anticipated effects on the natural environment.	There are not anticipated effects on the natural environment. The subject property does not involve greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezoning happening in the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing condition no longer suitable for the property.	The subject property is located between medical uses and single-family dwellings. The proposed use will serve as a buffer between these uses.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Main access to the property is through Grandview Avenue, which is classified as a Local Street per the El Paso Major Thoroughfare Plan (MTP) and is adequate to serve the development. There are existing sidewalks along the property and there is nearby bus service about 0.13 miles away to the north and south to serve the development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: There are no adverse comments from reviewing departments.

PUBLIC COMMENT: The property falls within the Central El Paso Community Organization, El Paso Central Business Association, Golden Hills Neighborhood Association, and Sunrise Civic Association, which were notified of the

request by the applicant. Public notice was provided to all property owners within 300 feet of subject property on June 30, 2022. The Planning Division has **received one (1) letter in support to the request as of August 8, 2022.**

RELATED APPLICATIONS: A rezoning application (PZRZ21-00033) is being processed in conjunction with this condition release to rezone the southern portion of the subject property from R-5 (Residential) to A-O (Apartment/Office) to clean up the zoning on the entire property.

CITY PLAN COMMISSION OPTIONS:

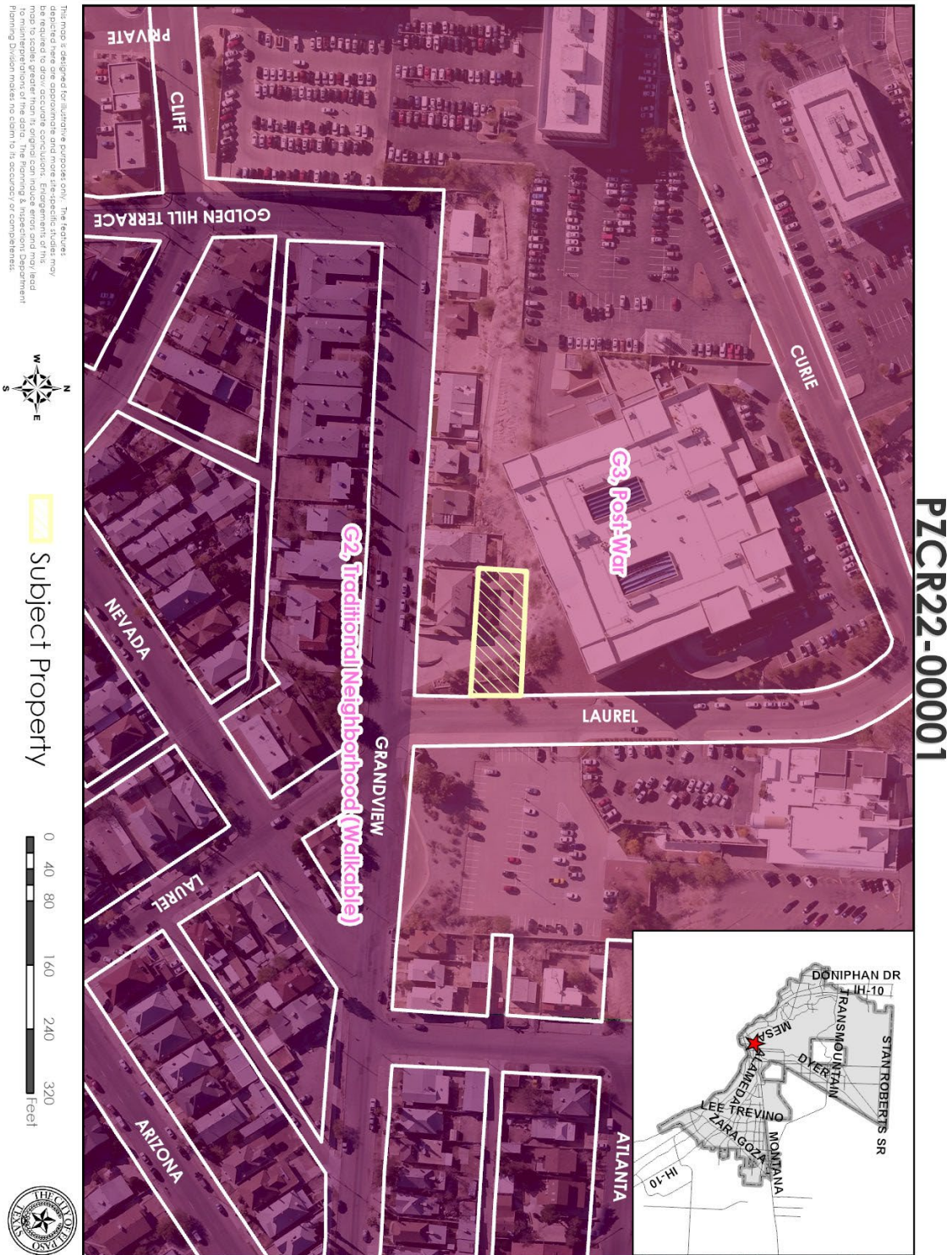
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

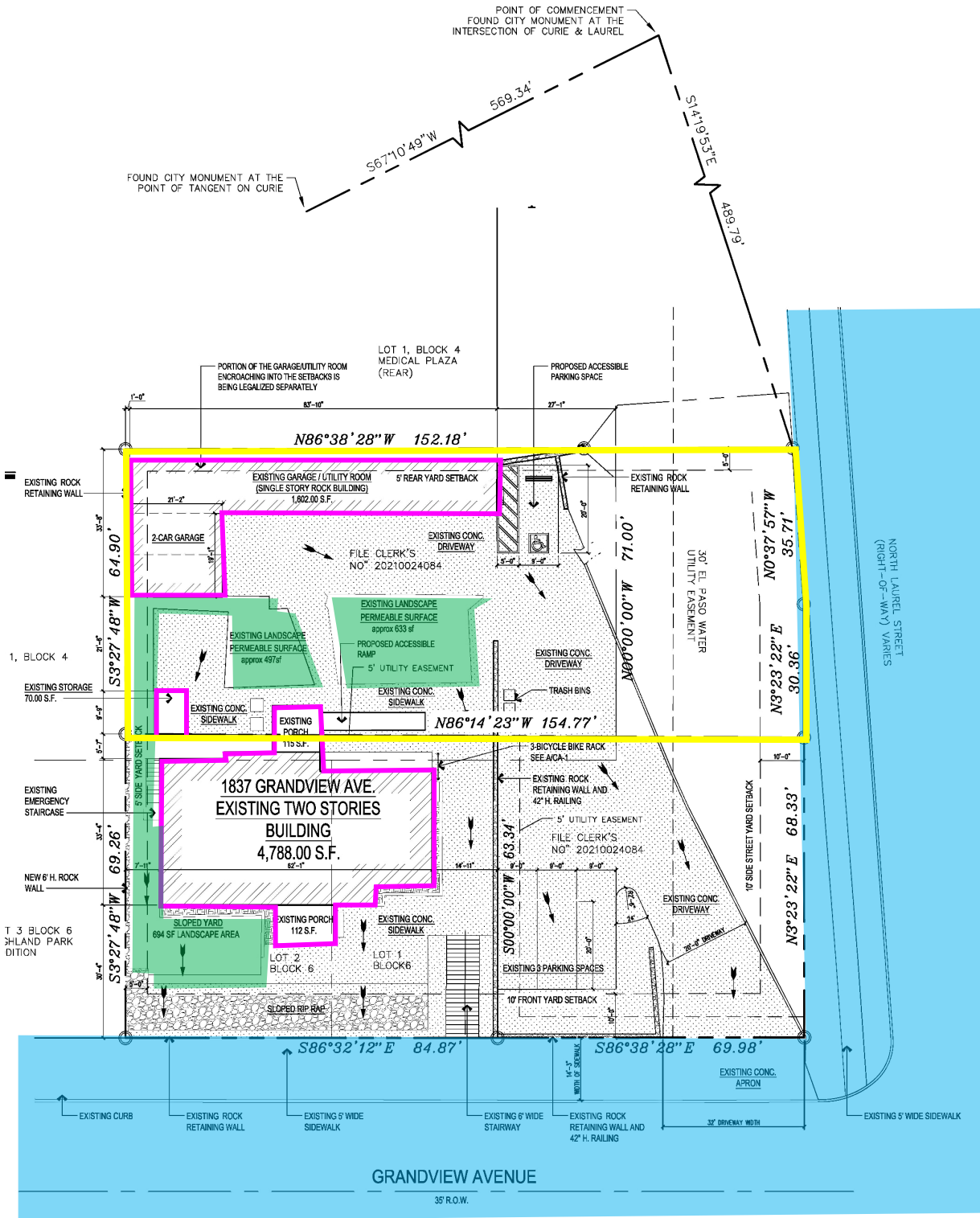
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Plan
3. Ordinance No. 5193
4. Ordinance No. 5691
5. Department Comments
6. Neighborhood Notification Boundary Map
7. **Letter in Support**

ATTACHMENT 1



ATTACHMENT 2



1 SITE PLAN

SCALE: 1/16"=1'

ASTN



ATTACHMENT 3

M O T I O N

December 5, 1974

Motion made, seconded and carried that Paragraph Three of the contract dated October 18, 1973, between Mortgage Investment Company et al., and the City of El Paso be amended to permit the construction of office buildings and that Paragraph Four be deleted in its entirety. It was further agreed that the Option Agreement dated October 16, 1973 by and between Mortgage Investment Company, et al., and the City of El Paso, be cancelled.

W. L. Rieger, City Clerk

cc: Mr. Jonathan W. Rogers
President
Mortgage Investment Co.
420 Texas, 79901

Planning Department

ORD. 5193
11-15-73

1974 1874
DEPT. OF
PLANNING

5193

AN ORDINANCE CHANGING THE ZONING
OF A PORTION OF H. F. FISHER SURVEY
293, THE PENALTY BEING AS PROVIDED
IN SECTION 25-10 OF THE EL PASO CITY CODE

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

That the zoning of the following described portion of H. F. Fisher
Survey No. 293 be changed to A-O within the meaning of the Zoning Ordinance, and the zoning map of the City be revised accordingly:

Beginning at the southeast corner of the H. F. Fisher Survey
No. 293 in El Paso County, Texas;

Thence west along the south boundary of said survey a distance
of 1180.00 feet;

Thence North 14° 41' 29" West a distance of 348.41 feet;

Thence North 28° 32.65' East a distance of 176.38 feet;

Thence North 13° 05' East a distance of 215.00 feet to a
point on the southerly right of way line of Murchison Drive;

Thence South 76° 55' East a distance of 3.20 feet;

Thence easterly along said southerly right of way line, being a
curve to the left, an arc distance of 511.29 feet; curve having
a radius of 540.00 feet, a central angle of 54° 15', and a long
chord bearing North 75° 57' 30" East a distance of 492.41 feet;

Thence North 48° 50' East continuing along said southerly right
of way line a distance of 684.11 feet to the P. C. of a curve to
the left;

Thence continuing easterly along said right of way line, being
said curve to the left, an arc distance of 238.36 feet to its inter-
section with the east boundary line of said survey No. 293;
curve having a radius of 540.00 feet, a central angle of 25°
17' 30", and a long chord bearing North 36° 11' 15" East a
distance of 236.44 feet;

Thence South along said East boundary line a distance of 1461.27
feet to the point of beginning, containing 25.751 acres of land,
more or less.

PASSED AND APPROVED this 16 day of November,

1973.

ATTEST:

Mayor

City Clerk I certify that the zoning map has been revised to

City Clerk

reflect the amendment of ordinance 5193

By 3673 Paul Ramsey Date 11-29-73

CONTRACT

This contract, made this 18th day of October, 1973,
by and between MORTGAGE INVESTMENT COMPANY OF EL PASO, TEXAS,
a corporation, INDIVIDUAL HOMES, INC., CELESTE RASBERRY, Individu-
ally and as Independent Executrix of the Estate of J. L. RASBERRY, deceased,
LOUISE MURCHISON, Individually and as Independent Executrix of the Estate
of S. M. MURCHISON, deceased, JONATHAN ROGERS and wife, PATRICIA
MURCHISON ROGERS, First Parties, and the CITY OF EL PASO, Second
Party, witnesseth:

Application has been made to the City of El Paso for rezoning of a por-
tion of H. F. Fisher Survey No. 293 in the City of El Paso, El Paso County,
Texas, such property being more particularly described in Ordinance No.
5193, now pending before the City Council of the City of El Paso, a copy
of which is attached hereto, marked Exhibit "A" and made a part hereof by
reference.

In order to remove certain objections to such rezoning, First Parties
covenant that if the property is rezoned as indicated in the attached ordinance,
it shall be subject to the following restrictions, conditions and covenants:

1. Prior to the issuance of building permits for construction on the
property, complete and detailed site development and architectural plans of
the proposed development must be submitted by First Parties and approved
by the City Plan Commission of the City of El Paso. All improvements on
the property must be built in accordance with such approved plans.

2. Prior to the issuance of certificates of occupancy and compliance
for any buildings constructed on the property, First Parties will, at no cost
to the City, do the following:

(a) First Parties will dedicate in writing and construct a de-
celeration traffic lane along Murchison Drive, including
grading, paving, curbing and gutters. Such deceleration
lane shall be dedicated and constructed in accordance
with plans and specifications to be approved by the Direc-
tor of Traffic and Transportation of the City of El Paso.

(b) First Parties will enlarge and modify the Wright Street Dam to provide proper drainage for additional storm water runoff resulting from development of First Parties' property. Such enlargement and modification shall be done in accordance with plans and specifications to be approved by the City Engineer of the City of El Paso.

(c) First Parties will dedicate in writing and construct a 60-foot wide extension of Medical Center (Utah) Street between its present northerly terminus and Murchison Drive, including grading, paving, curbing and gutters. Such street extension shall be dedicated and constructed in accordance with plans and specifications to be approved by the City Engineer of the City of El Paso.

The City Engineer must certify that First Parties have complied with this paragraph and have completed all improvements required hereunder before certificates of occupancy and compliance will issue.

3. The following part of the property shall be used only for the following purposes:

A parcel of land out of the H. F. Fisher Survey No. 293, more particularly described as follows:

Beginning at a point that is the southeast corner of said Survey No. 293;

Thence west along the south line of said Survey No. 293, a distance of 1180.00 feet to a point;

Thence North 47° 47' 56" East a distance of 1592.86 feet to a point on the east line of said Survey No. 293;

Thence south along the east line of said Survey No. 293, a distance of 1070.00 feet to the point of beginning, containing 14.49 acres of land, more or less.

(a) Medical, dental, clinic, hospital, rest home, licensed healing service;

(b) Medical research laboratory;

(c) A use customarily incidental or subordinate to one of the above uses, providing that such use is so situated within a building that it is not directly accessible from any public way, that no sign or window display relating to such use is discernible from any public way, that such use does not involve the keeping of a stock of goods on the premises, and that it does not generate commercial vehicular traffic.

(d) 4. For a period of five years from the date hereof, no building shall

be erected on the following part of the property and such part of the property shall be used only as a site for off-street parking facilities for the uses conducted on the tract described in paragraph 3 above:

NOTE: MOTION DATED 12-5-74
DELETES PARAGRAPH 4 IN ITS
ENTIRETY. R. G. Smith

MOTION DATED 12-5-74
AMENDS PARAGRAPH 3 TO
PERMIT THE CONSTRUCTION OF
OFFICE BUILDINGS. R. G. Smith

From a point that is the southeast corner of said Survey No. 293;

Thence west along the south line of said Survey No. 293, a distance of 1180.00 feet to the point of beginning of the parcel herein being described;

Thence North $41^{\circ} 29'$ West a distance of 348.41 feet to a point;

Thence North $28^{\circ} 32.65'$ East a distance of 176.38 feet to a point;

Thence North $13^{\circ} 05'$ East a distance of 215.00 feet to a point on the southerly right of way line of Murchison Drive;

Thence South $76^{\circ} 55'$ East a distance of 3.20 feet to a point;

Thence easterly along said southerly right of way line, being a curve to the left, an arc distance of 511.29 feet; curve having a radius of 540.00 feet, a central angle of $54^{\circ} 15'$, and a long chord bearing North $75^{\circ} 57' 30''$ East a distance of 492.41 feet;

Thence North $48^{\circ} 50'$ East, continuing along said southerly right of way line a distance of 684.11 feet to the P. C. of a curve to the left;

Thence continuing easterly along said right of way line, being said curve to the left, an arc distance of 238.36 feet to its intersection with the east boundary line of said Survey No. 293; curve having a radius of 540.00 feet, a central angle of $25^{\circ} 17' 30''$, and a long chord bearing North $36^{\circ} 11' 15''$ East a distance of 236.44 feet;

Thence south along said east boundary line a distance of 391.27 feet to a point;

Thence South $47^{\circ} 47' 56''$ West a distance of 1592.86 feet to the point of beginning. This parcel contains 11.26 acres, more or less.

After the expiration of such five-year period, said 11.26 acre parcel shall be used only for the purposes listed in paragraph 3 above or as a site for off-street parking facilities.

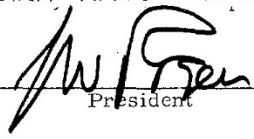
This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon and shall bind First Parties and their successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express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

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

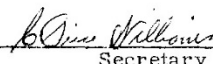
WITNESS the following signatures and seals:

MORTGAGE INVESTMENT COMPANY
OF EL PASO, TEXAS, a corporation

by

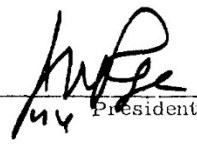

President

ATTEST:

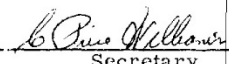

Secretary

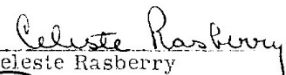
INDIVIDUAL HOMES, INC., a corporation

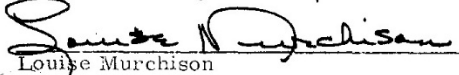
by



President

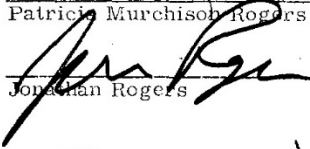
ATTEST:


Secretary


Celeste Rasberry


Louise Murchison


Patricia Murchison Rogers



Jonathan Rogers

THE CITY OF EL PASO

by


Mayor

ATTEST:


City Clerk

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared G.W. Rogers President of MORTGAGE INVESTMENT COMPANY OF EL PASO, TEXAS, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and official seal this 18th day of October, 1973.

Corine Manjar
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared G.W. Rogers, Vice President of INDIVIDUAL HOMES, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and official seal this 18th day of October, 1973.

Corine Manjar
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared CELESTE RASBERRY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 18th day of October, 1973.

Corine Manjar
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared LOUISE MURCHISON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 15th day of October, 1973.

Corine Mungar NOTARY PUBLIC
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared PATRICIA MURCHISON ROGERS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 18th day of October, 1973.

Corine Mungar NOTARY PUBLIC
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared JONATHAN ROGERS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 18th day of October, 1973.

Corine Mungar NOTARY PUBLIC
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared FRED HERVEY, Mayor of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that he had executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of the City of El Paso.

Given under my hand and official seal this 15th day of November, 1973.

Billie Jean Brankham
Notary Public, El Paso County, Texas.

BILLIE JEAN BRANKHAM, Notary Public
In and for the County of El Paso, Texas
My Commission Expires June 1, 1975

OPTION AGREEMENT

This agreement, made this 11th day of October, 1973,
by and between Mortgage Investment Company of El Paso, Texas, a corpora-
tion; Individual Homes, Inc.; Celeste Rasberry, in her own right and as Inde-
pendent Executrix of the Estate of J. L. Rasberry, deceased; Louise Murchi-
son, in her own right and as Independent Executrix of the Estate of S. M.
Murchison, deceased; Patricia Murchison Rogers; and Jonathan Rogers, First
Parties; and the City of El Paso, Second Party, witnesseth:

In consideration of ten dollars cash in hand paid by the Second Party
to the First Parties, the receipt whereof is hereby acknowledged, and of bene-
fits to First Parties likely to result from the highway anticipated herein, First
Parties have given and by these presents do give unto Second Party an option
to purchase a portion (to be determined as hereinafter set forth) of the follow-
ing described property situated in the H. F. Fisher Survey No. 293 in El Paso
County, Texas, upon the terms and conditions stated in this instrument:

From a point that is the southeast corner of said Survey No. 293;

Thence west along the south line of said Survey No. 293, a dis-
tance of 1180.00 feet to the point of beginning of the parcel herein
being described;

Thence North $14^{\circ} 41' 29''$ West a distance of 348.41 feet to a point;

Thence North $28^{\circ} 32.65'$ East a distance of 176.38 feet to a point;

Thence North $13^{\circ} 05'$ East a distance of 215.00 feet to a point on
the southerly right of way line of Murchison Drive;

Thence South $76^{\circ} 55'$ East a distance of 3.20 feet to a point;

Thence easterly along said southerly right of way line, being a
curve to the left, an arc distance of 511.29 feet; curve having a
radius of 540.00 feet, a central angle of $54^{\circ} 15'$, and a long chord
bearing North $75^{\circ} 57' 30''$ East a distance of 492.41 feet;

Thence North $48^{\circ} 50'$ East, continuing along said southerly right
of way line a distance of 684.11 feet to the P. C. of a curve to the
left;

Thence continuing easterly along said right of way line, being said
curve to the left, an arc distance of 238.36 feet to its intersection
with the east boundary line of said Survey No. 293; curve having a
radius of 540.00 feet, a central angle of $25^{\circ} 17' 30''$, and a long
chord bearing North $36^{\circ} 11' 15''$ East a distance of 236.44 feet;

NOTE: MOTION DATED 12-5-74
CANCELS THIS AGREEMENT
BETWEEN CITY OF EL PASO AND
MORTGAGE INVESTMENT CO.
R. Rogers

Thence south along said east boundary line a distance of 391.27 feet to a point;

Thence South 47° 47' 56" West a distance of 1592.86 feet to the point of beginning. This parcel contains 11.26 acres, more or less.

It is expected that the Texas Highway Department will in the future initiate construction of a freeway, part of the right of way of which will lie in or across the above-described land, and will request or require Second Party to furnish the right of way therefor. The Highway Department has not yet determined whether such highway will be built, or what its route or width will be.

If within five years after the date of this instrument the Texas Highway Department (or any successor agency) decides to construct such a freeway or other highway and furnishes Second Party with a description of the part of the right of way which will be within the 11.26 acres, and if Second Party gives notice to First Parties of its intent to exercise this option and supplies First Parties with the description of the land as determined by the Highway Department (all within said five years), the identity of the land to be conveyed to Second Party will thereby be fixed by the description determined by the Highway Department. First Parties will thereupon become obligated to convey such property to Second Party, with general warranty of title, and Second Party will become obligated to pay to First Parties for the acquisition of such property an amount to be determined as set forth below.

First Parties will appoint one appraiser, Second Party will appoint one appraiser, and the two appraisers will appoint a third. The three appraisers will determine by majority vote the then fair cash market value of the land to be acquired (without compensation for any improvements except the replacement value, less depreciation, of parking-lot type paving) valued however as if the property were still zoned R-4, and were still subject to the restrictions and limitations imposed on R-4 zones by the wording of the zoning ordinance of the City of El Paso in effect at the time of this agreement.

The value fixed by the appraisers in accordance with this agreement

shall be binding on both parties and may not be set aside except for fraud.

If a majority of the appraisers cannot agree successive boards shall be appointed in the same manner.

All appraisers appointed hereunder shall have received an M. A. I., S. R. A., or equivalent designation from an appraisal society or association. They shall be entitled to reasonable compensation, which shall be paid one-half by First Parties and one-half by Second Party.

Any notices to be given to First Parties in relation hereto may be given to Jonathan Rogers as agent for all his coparties.

This agreement shall run with the land and be binding on all First Parties' successors in title.

Witness the following signatures and seals:

MORTGAGE INVESTMENT COMPANY
OF EL PASO, TEXAS

by 
President

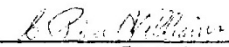
ATTEST:



Secretary

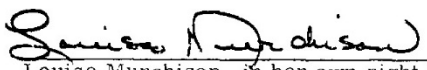
INDIVIDUAL HOMES, INC.

by 
President

ATTEST:


Secretary


Celeste Rasberry, in her own right and as
Executrix of the Estate of J. L. Rasberry,
deceased.


Louise Murchison, in her own right and as
Executrix of the Estate of S. M. Murchison,
deceased.

Patricia Murchison Rogers
Patricia Murchison Rogers

Jonathan Rogers
Jonathan Rogers

THE CITY OF EL PASO
by David Henry
Mayor

ATTEST:

W. Rieck
City Clerk

THE STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared Jonathan Rogers, President of MORTGAGE INVESTMENT COMPANY OF EL PASO, TEXAS, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and official seal this 16th day of October, 1973.

Catherine Myers
Notary Public, El Paso County, Texas.
CATHERINE MYERS

THE STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared Jonathan Rogers, President of INDIVIDUAL HOMES, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

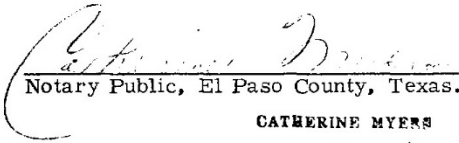
Given under my hand and official seal this 16th day of October, 1973.

Catherine Myers
Notary Public, El Paso County, Texas.
CATHERINE MYERS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared CELESTE RASBERRY, in her own right and as Executrix of the Estate of J. L. Raspberry, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 16th day of October, 1973.

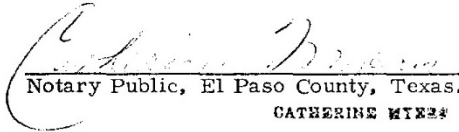

Notary Public, El Paso County, Texas.

CATHERINE MYERS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared LOUISE MURCHISON, in her own right and as Executrix of the Estate of S. M. Murchison, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 16th day of October, 1973.

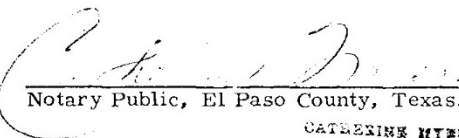

Notary Public, El Paso County, Texas.

CATHERINE MYERS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared PATRICIA MURCHISON ROGERS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 16th day of October, 1973.

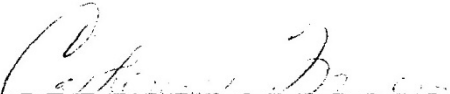

Notary Public, El Paso County, Texas.

CATHERINE MYERS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared JONATHAN ROGERS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 11th day of October, 1973.


Notary Public, El Paso County, Texas.
CATHERINE MYERS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this day personally appeared FRED HERVEY, Mayor of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that he had executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of the City of El Paso.

Given under my hand and official seal this 15th day of November, 1973.


Notary Public, El Paso County, Texas.

BILLIE JEAN BRANNAN, Notary Public
In and for the County of El Paso, Texas
My Commission Expires June 1, 1975

ATTACHMENT 4

5691

AN ORDINANCE AMENDING ORDINANCE NO. 5193, WHICH REZONED A PORTION OF H. F. FISHER SURVEY 293, THE PENALTY BEING AS PROVIDED IN SECTION 25-10 OF THE EL PASO CITY CODE

WHEREAS, Ordinance No. 5193, passed and approved on November 15, 1973, contained certain clerical errors in the description of the property rezoned, and it is necessary to correct such errors and verify the description;

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

That Ordinance No. 5193 be and is hereby amended to read as follows:

That the zoning of a portion of Fisher Survey 293, as more particularly described below, be changed to A-O within the meaning of the Zoning Ordinance, and the zoning map of the City be revised accordingly:

The parcel of land herein described is a portion of H. F. Fisher Survey No. 293, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at a point on the centerline of Murchison Street, said point also being a point of curvature and a city monument; thence South 13° 05' 00" West, a distance of 40.00 feet to a point on the southerly right of way line of Murchison Street, said point being the TRUE POINT OF BEGINNING of this description;

THENCE along the southerly right of way line of Murchison Street, the following courses:

511.29 feet along the arc of a curve to the left having a radius of 540.00 feet, a central angle of 54° 15' 00", and a chord which bears North 75° 57' 30" East, a distance of 492.41 feet to a point for a tangent;

North 48° 50' 00" East, a distance of 684.11 feet to a point for a curve.

238.37 feet along the arc of a curve to the left having a radius of 540.00 feet, a central angle of 25° 17' 30", and a chord which bears North 36° 11' 15" East, a distance of 236.44 feet to a point for a corner, said point being on the easterly boundary line of H. F. Fisher Survey No. 293;

5691

73-3673

THENCE, due South, along said boundary line a distance of 1461.27 feet to a point for a corner, said point being on the southerly boundary line of H. F. Fisher Survey No. 293;

THENCE, due West, along said boundary line, a distance of 968.28 feet, to a point for a corner;

THENCE, due North, a distance of 80.00 feet, to a point for corner;

THENCE, due West, a distance of 500.00 feet to a point for corner;

THENCE, due North, a distance of 118.00 feet to a point for a corner;

THENCE, due West, a distance of 161.35 feet to a point for a corner, said point being on the easterly boundary line of Richmar Unit 2;

THENCE, along the easterly boundary line of Richmar Unit 2, the following courses;

NORTH 27° 40' 00" East, a distance of 17.07 feet to a point for a corner;

NORTH 19° 40' 00" East, a distance of 103.00 feet, to a point for a corner;

NORTH 11° 40' 00" East, a distance of 103.00 feet, to a point for a corner;

THENCE, South 72° 57' 41" East, a distance of 67.10 feet to a point for a corner;

THENCE, South 76° 55' 00" East, a distance of 239.96 feet to a point for a corner;

THENCE North 28° 32' 00" East, a distance of 176.38 feet to a point for a corner;

THENCE North 13° 05' 00" East, a distance of 215.00 feet to a point for a corner, said point being on the southerly right of way line of Murchison Street;

THENCE, South 76° 55' 00" East, along said right of way line a distance of 3.20 feet to the True Point Of Beginning of this description

Said parcel of land contains 27,40322 acres (1,193,684.349 square feet) of land more or less.

PASSED AND APPROVED this 5 day of February, 1976.



Mayor (Pro Tem)

5691
ATTEST: 

City Clerk

FEB 9 1976

73-3673 City Clerk

7
K

AN ORDINANCE AMENDING ORDINANCE NO.
5193, WHICH REZONED A PORTION OF H. F.
FISHER SURVEY 293, THE PENALTY BEING
AS PROVIDED IN SECTION 25-10 OF THE EL
PASO CITY CODE

WHEREAS, Ordinance No. 5193, passed and approved on November
15, 1973, contained certain clerical errors in the description of the property
rezoned, and it is necessary to correct such errors and verify the description;

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

That Ordinance No. 5193 be and is hereby amended to read as follows:

That the zoning of a portion of Fisher Survey 293, as more particularly
described below, be changed to A-O within the meaning of the Zoning Ordinance, and
the zoning map of the City be revised accordingly:

The parcel of land herein described is a portion of H. F.
Fisher Survey No. 293, El Paso, El Paso County, Texas,
and is more particularly described by metes and bounds
as follows:

Commencing at a point on the centerline of Murchison
Street, said point also being a point of curvature and
a city monument; thence South $13^{\circ} 05' 00''$ West, a
distance of 40.00 feet to a point on the southerly right
of way line of Murchison Street, said point being the
TRUE POINT OF BEGINNING of this description;

THENCE along the southerly right of way line of Murchison
Street, the following courses:

511.29 feet along the arc of a curve to the
left having a radius of 540.00 feet, a central
angle of $54^{\circ} 15' 00''$, and a chord which bears
North $75^{\circ} 57' 30''$ East, a distance of 492.41
feet to a point for a tangent;

North $48^{\circ} 50' 00''$ East, a distance of 684.11 feet
to a point for a curve.

238.37 feet along the arc of a curve to the
left having a radius of 540.00 feet, a central
angle of $25^{\circ} 17' 30''$, and a chord which bears
North $36^{\circ} 11' 15''$ East, a distance of 236.44
feet to a point for a corner, said point being
on the easterly boundary line of H. F. Fisher
Survey No. 293;

73-3673

See Ord. 5193 for contract

I CERTIFY THAT THE FOLLOWING ZONING MAPS

HAVE BEEN REVISED: A.O.

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

3-8-76 COUNCIL

THENCE, due South, along said boundary line a distance of 1461.27 feet to a point for a corner, said point being on the southerly boundary line of H. F. Fisher Survey No. 293;

THENCE, due West, along said boundary line, a distance of 968.28 feet, to a point for a corner;

THENCE, due North, a distance of 80.00 feet, to a point for corner;

THENCE, due West, a distance of 500.00 feet to a point for corner;

THENCE, due North, a distance of 118.00 feet to a point for a corner;

THENCE, due West, a distance of 161.35 feet to a point for a corner, said point being on the easterly boundary line of Richmar Unit 2;

THENCE, along the easterly boundary line of Richmar Unit 2, the following courses:

NORTH 27° 40' 00" East, a distance of 17.07 feet to a point for a corner;

NORTH 19° 40' 00" East, a distance of 103.00 feet, to a point for a corner;

NORTH 11° 40' 00" East, a distance of 103.00 feet, to a point for a corner;

THENCE, South 72° 57' 41" East, a distance of 67.10 feet to a point for a corner;

THENCE, South 76° 55' 00" East, a distance of 239.96 feet to a point for a corner;

THENCE North 28° 32' 00" East, a distance of 176.38 feet to a point for a corner;

THENCE North 13° 05' 00" East, a distance of 215.00 feet to a point for a corner, said point being on the southerly right of way line of Murchison Street;

THENCE, South 76° 55' 00" East, along said right of way line a distance of 3.20 feet to the True Point Of Beginning of this description

Said parcel of land contains 27,40322 acres (1,193,684.349 square feet) of land more or less.

PASSED AND APPROVED this 5 day of February

Charles A. Ryan

Mayor (Pro Tem)

ATTEST:

W. R. Ryan

City Clerk, certify that the zoning map has been revised to

reflect the amendment of ordinance 5691

By *Paul Bongillie* Date 3-10-76

73-3673

City Clerk

TO

2/9/76 DATE

ZONING SECTION

LAND PLANNING

MAPPING SECTION

E.D.P. SECTION

ADVANCE SECTION

REPRODUCE:

RETURN TO:

By (Date):

FILED :

ORDINANCE NO:

DATE:

CONTRACT:

CASE NO.:

NOTES:

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Recommend approval.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval.

Planning and Inspections Department – Land Development

No objection to request.

Fire Department

Recommend approval. Check maximum number of occupants (A1, A2 or A3 Categories) Life safety systems would be required.

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

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

Water:

There is an existing 4-inch diameter water main that extends along the north side of Grandview Ave. approximately 19-feet south of and parallel to the northern right-of-way line of Grandview Ave. This water main is available for service.

EPWater records indicate there is one 1-inch meter serving the subject property, 1837 Grandview Ave.

Previous water pressure from fire hydrant #5584 located at the southeast intersection of Golden Hill Terrace and Grandview Ave., has yielded a static pressure of 90 psi, a residual pressure of 64 psi, and a discharge of 1,210 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

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

There is an existing 8-inch diameter sanitary sewer main that extends along the east side of Laurel St. approximately 25-feet west of and parallel to the eastern right-of-way line of Laurel St. This sanitary sewer main is available for service.

General:

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

Stormwater:

No objections to this proposal.

Texas Department of Transportation

No comments received.

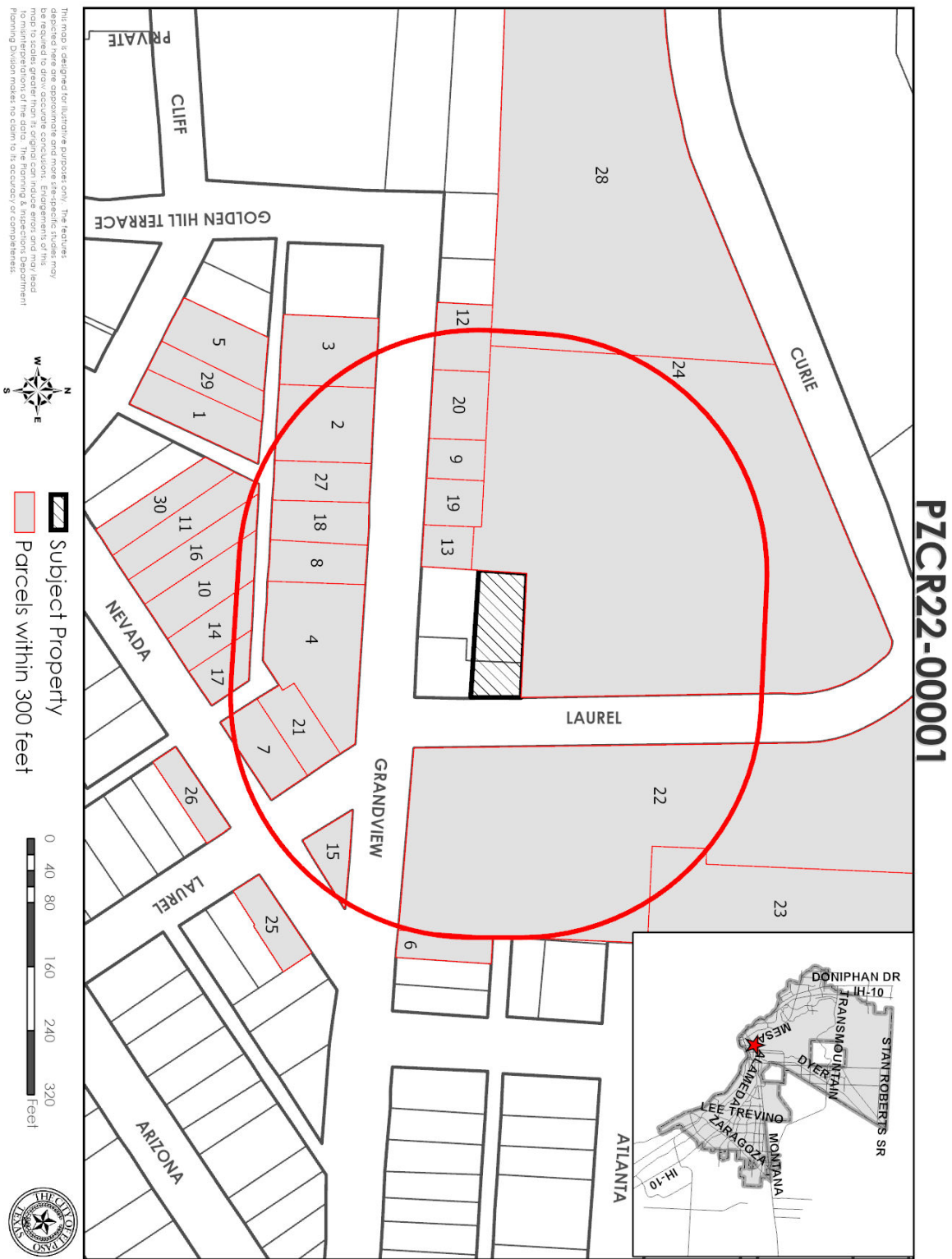
El Paso County Water Improvement District #1

Not within the boundaries of EPCWID1.

El Paso County 911 District

No comments/concerns regarding this zoning.

ATTACHMENT 6



ATTACHMENT 7



Office of the Bishop

Diocese of El Paso Catholic Pastoral Center

January 28, 2022.

City Plan Commission
c/o Planning and Inspections Department – Planning Division,
1st Floor, City 3,
801 Texas Avenue,
El Paso TX 79901.

Dear City Plan Commission,

This letter is written in support of The Encuentro Project. The Encuentro Project invites small groups, usually numbering around 12 members to experience the unique aspects of the life of their Binational Community and on the process, they establish lasting bonds with our community. This project has 501c.3 status and is also a Texas non-profit corporation. I am pleased to offer this letter of support, and I encourage your consideration.

The property is located at 1837 Grandview Ave. El Paso, Texas 79902. The house originally served as a convent for the Sisters of St. Joseph of Concordia, Kansas. It had a special zoning exception as a convent. Once the house was sold, it lost that designation.

This designation will be of a great impact as it would certainly help make the point of the benefit of such a faith-based educational and experiential border immersion program. Also, because participants encounter El Paso leaders, learn about and visit key places in El Paso, shop and eat at restaurants.

In order for The Encuentro Project to continue their missionary work and provide various services, a change of zoning is required. I urge your support of their request for The Encuentro Project to continue providing much needed religious, humanitarian, educational and shelter for those in need amongst us.

Sincerely in Christ,

Most Reverend Mark J. Seitz, D.D.
Bishop of El Paso

499 St. Matthews Street • El Paso Texas 79907 • Ph. (915) 872-8419 • Fax (915) 872-8409



Legislation Text

File #: 22-1310, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

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

Planning and Inspections, 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 a portion of Lots 14 through 26, Block 4, Hughes Subdivision of Block 2, Alameda Acres, 5713 Welch Avenue, City of El Paso, El Paso County, Texas from S-D/sp (Special Development/special permit) to M-1 (Light Manufacturing), 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: 5713 Welch Ave.

Applicant: Jose Manuel Valenzuela and Maria Del Sol Covarrubias, PZRZ22-00016

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: November 8, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora , (915) 212-1552

DISTRICT(S) AFFECTED: District 2

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An ordinance changing the zoning of a portion of Lots 14 through 26, Block 4, Hughes Subdivision of Block 2, Alameda Acres, 5713 Welch Avenue, City of El Paso, El Paso County, Texas from S-D/sp (Special Development/special permit) to M-1 (Light Manufacturing), 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: 5713 Welch Ave.

Applicant: Jose Manuel Valenzuela and Maria Del Sol Covarrubias, PZRZ22-00016

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone property at 5713 Welch Avenue to allow for anticipated truck parking. City Plan Commission recommended unanimous approval 5-0 to approve the proposed rezoning on September 8, 2022. As of October 4, 2022, the Planning Division has received one (1) letter and one (1) call in support and three (3) calls in opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOTS 14 THROUGH 26, BLOCK 4, HUGHES SUBDIVISION OF BLOCK 2, ALAMEDA ACRES, 5713 WELCH AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM S-D/SP (SPECIAL DEVELOPMENT/SPECIAL PERMIT) TO M-1 (LIGHT MANUFACTURING), 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 *a portion of Lots 14 through 26, Block 4, Hughes Subdivision of Block 2, Alameda Acres, 5713 Welch Avenue*, 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 **S-D/sp (Special Development/special permit)** to **M-1 (Light Manufacturing)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following 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 adjacent property owners and the residents of this City:

1. No ingress and/or egress shall be permitted onto Glenwood Street.
2. No ingress and/or egress shall be permitted onto the adjacent alley to the north.
3. Sidewalks along the property are to be installed prior to any certificates of occupancy or any certificates of completion.
4. An eight-foot (8') high masonry wall shall be placed along the northern property line along the alley.
5. A ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the northern property line adjacent to residential 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 or any certificates of completion.
6. For general warehouse or heavy truck (sales, storage, repair, and rental) type uses, a minimum 30% landscaping shall be required. The 30% landscaping shall be calculated in accordance with the El Paso City Code Section 18.46 Landscape, and shall include the landscaping required by El Paso City Code Section 18.46 Landscape and the landscaping required by condition No. 5.

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

ORDINANCE NO. _____

Zoning Case No: PZRZ22-00016

ADOPTED this _____ day of _____, **2022**.

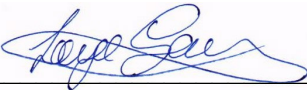
THE CITY OF EL PASO:

ATTEST:

Oscar Leeser
Mayor

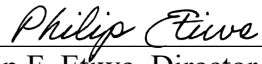
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ22-00016

EXHIBIT "A"

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

METES AND BOUNDS DESCRIPTION

Description of a portion of Lots 14 Through 26, Block 4, for Hughes Subdivision of Block 2, Alameda Acres, an addition to the City of El Paso County, Texas, according to the plat thereof on file in Volume 13, Page 16, Real Property Records, El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a Found Original City Monument at the intersection of North Glenwood Street and Welch Avenue, from which a Found Original City Monument at a PI of Welch Avenue, bears S 83°31'51" E, a distance of 252.70 feet; **THENCE**, N 54°13'41" E, a distance of 45.00 feet to the **POINT OF BEGINNING** of this parcel;

THENCE, N 03°12'24" E (Record N 00°03'00" E), a distance of 79.99 feet to a point for a corner of this parcel;

THENCE, S 83°12'47" E (Record S 86°22'12" E), along the Northerly line of a 10' Alley, a distance of 292.81 feet to a point for a corner of this parcel;

THENCE, S 03°08'24" W (Record S 00°01'00" E), a distance of 3.01 feet to a point for a corner of this parcel;

THENCE, 104.24 feet, along an arc of a curve to the right, with a radius of 294.50 feet, an interior angle of 20°16'47", and chord which bears S 55°27'49" W (Record S 52°18'25" W), a distance of 103.69 feet to a point for a corner of this parcel;

THENCE, 65.95 feet, along said northerly Right of Way line on Welch Avenue, and along an arc of a curve to the right, with a radius of 293.13 feet, an interior angle of 12°53'25", and chord which bears S 89°55'27" W (Record S 86°55'09" W), a distance of 65.81 feet to a point for a corner of this parcel;

THENCE, N 83°28'45" W (Record S 86°38'09" W), along said Northerly line, a distance of 144.78 feet, to the **POINT OF BEGINNING** of this parcel and containing in all 0.46 acres of land more or less.

NOTES:

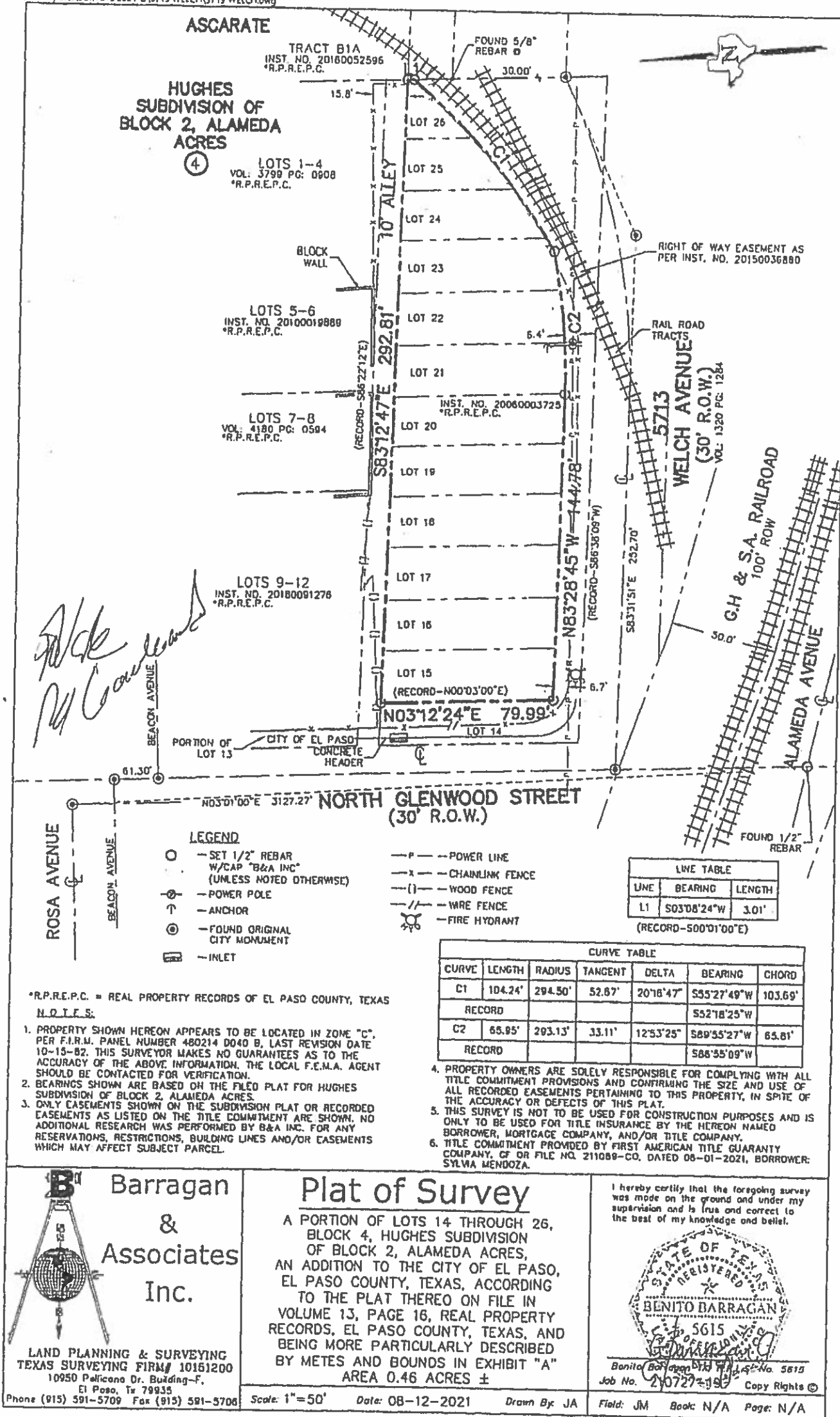
1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are based on the County plat for Hughes Subdivision of Block 2, Alameda Acres.
3. Not a ground survey. For rezoning purposes only.
4. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.



Benito Barragan, Texas R.P.L.S. 5615
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
September 27, 2022
5713 WELCH

EXHIBIT "A"

N:\D:\compute\SURVEYS 2021-D\5713 WELCH\5713 WELCH.dwg



5713 Welch Avenue

City Plan Commission — September 8, 2022 **REVISED**

REZONING



CASE NUMBER: PZRZ22-00016
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Jose Manuel Valenzuela and Maria Del Sol Covarrubias
REPRESENTATIVE: Fatima J. De Valenzuela
LOCATION: 5713 Welch Ave. (District 2)
PROPERTY AREA: 0.46 acres
REQUEST: Rezone from S-D/sp (Special Development/special permit) to M-1 (Light Manufacturing)
RELATED APPLICATIONS: None
PUBLIC INPUT: One (1) letter and one (1) call in support and three (3) calls in opposition received as of September 8, 2022

SUMMARY OF REQUEST: Applicant requests to rezone from S-D/sp (Special Development/special permit) to M-1 (Light Manufacturing) to allow for a truck parking.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The proposed development is in keeping with the character of its neighborhood and the policies of the adjacent G-7, Post-war Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The conditions are the following:

1. No ingress and/or egress shall be permitted onto Glenwood Street.
2. No ingress and/or egress shall be permitted onto the adjacent alley to the north.
3. Sidewalks along the property are to be installed prior to any certificates of occupancy or any certificates of completion.
4. An eight-foot (8') high masonry wall shall be placed along the northern property line along the alley.
5. A ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the northern property line adjacent to residential 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 or any certificates of completion.
6. For general warehouse or heavy truck (sales, storage, repair, and rental) type uses, a minimum 30% landscaping shall be required. The 30% landscaping shall be calculated in accordance with the El Paso City Code Section 18.46 Landscape, and shall include the landscaping required by El Paso City Code Section 18.46 Landscape and the landscaping required by condition No. 5.



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: Applicant requests to rezone from S-D/sp (Special Development/special permit) to M-1 (Light Manufacturing) to allow for truck parking. Currently, the property is vacant, and the generalized plot plan shows a proposed parking lot consisting of seven (7) trailer parking spaces and seven (7) vehicular parking spaces. In addition, it shows a ten-foot (10') landscape buffer with trees along the rear property line abutting the alley. Access is from Welch Avenue.

PREVIOUS CASE HISTORY: Ordinance No. 18217 (attachment 3), dated July 29, 2014 granted Special Permit PZST13-00027, which allowed for infill development with a reduction to front, rear, and side yard setbacks as well as a parking reduction. This special permit is to be rescinded along this rezoning request due to the proposed zoning district change which will automatically terminate such special permit.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The subject property is surrounded to west, south, and east of general warehouse uses zoned M-1 (Light Manufacturing). Properties to the north, are zoned R-5 (Residential) and consist of single-family dwellings. Due to possible nuisances to nearby residential properties, conditions are being recommended to mitigate any negative impacts. The nearest school is Hawkins Elementary (0.35 miles) and the nearest park is San Juan Strip 3 Park (0.25 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-2, Traditional Neighborhood: This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	<p>No. The subject property and proposed use do not align with the G-2, Traditional Neighborhood Future Land Use designation, but is consistent with the G-7, Industrial and/or Railyard Future Land Designation that surrounds it to the west, south, and east.</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 this district is to provide locations for light-intensity industries involving manufacturing, assembling, distribution and warehousing. It is intended that the districts will serve the entire city and will permit supporting commercial uses. The regulations of the districts are intended to preserve a light industrial nature particularly with regard to noise, smoke, odors, dust, vibrations and other noxious conditions.</p>	<p>Yes. The proposed zoning of M-1 (Light Manufacturing) matches that of properties to the west, south, and east consisting of general warehouse uses. Properties to the north, are zoned R-5 (Residential) and consist of single-family dwellings. Due to possible nuisances to these properties, conditions are being recommended to mitigate any negative impacts.</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>The subject property has access from Welch Avenue, classified as a Local road per the El Paso Major Thoroughfare Plan (MTP). Although a local road, Welch Avenue mostly serves light industrial developments and connects to El Paso Street to the south across rail road tracks and to Clark Drive to the east, classified as a Collector and a Minor Arterial respectively. In addition, the subject property is surrounded by other</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:	
	M-1 (Light Manufacturing) zone districts, thus ensuring it is not the only property with an alternative zoning district.
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 subject property is not located within any historic districts, other special designations, or areas with adopted study area plans.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	No adverse effects are anticipated.
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects to the natural environment.
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings in the vicinity in the last 10 years, besides the subject property previous rezoning in 2014.
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 will provide access from Welch Avenue, classified as a Local road per the El Paso MTP. Although a local road, Welch Avenue mostly serves light industrial developments and connects to El Paso Street to the south across rail road tracks and to Clark Drive to the east, classified as a Collector and a Minor Arterial respectively. The street network present is appropriate for the proposed intensity. No sidewalks are existing on the subject property, but may be required during development, as sidewalks are existing along Glenwood.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: The Planning Division is recommending multiple conditions to mitigate expected negative impacts to nearby properties.

PUBLIC COMMENT: The subject property lies within the El Paso Central Business Association, the San Juan Neighborhood Improvement Association, and the Sunrise Civic Group, which were notified of the request by the applicant. The applicant met with the San Juan Neighborhood Improvement Association and discussed the request. As required, public notice was sent to all property owners within 300 feet of the subject property on August 25, 2022. As of September 7, 2022, the Planning Division has received one (1) letter in support from the San Juan Neighborhood Improvement Association asking for construction of sidewalks along the property, and one (1) call in from a nearby neighbor in support of the rezoning with the recommended conditions by the Planning Division. In addition, three (3) phone calls in opposition to the request has been received. The calls were received from the property owners of adjacent residential properties to the north across the alley, which provided comments regarding future pollution and noises from the proposed use that will negatively impacting them. In addition, they stated to have to deal with existing trucks and forklift noises from existing businesses as well as to train horn noises, and that the existing train and truck traffic have a negative impact on the construction of their properties damaging walls.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS:

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

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

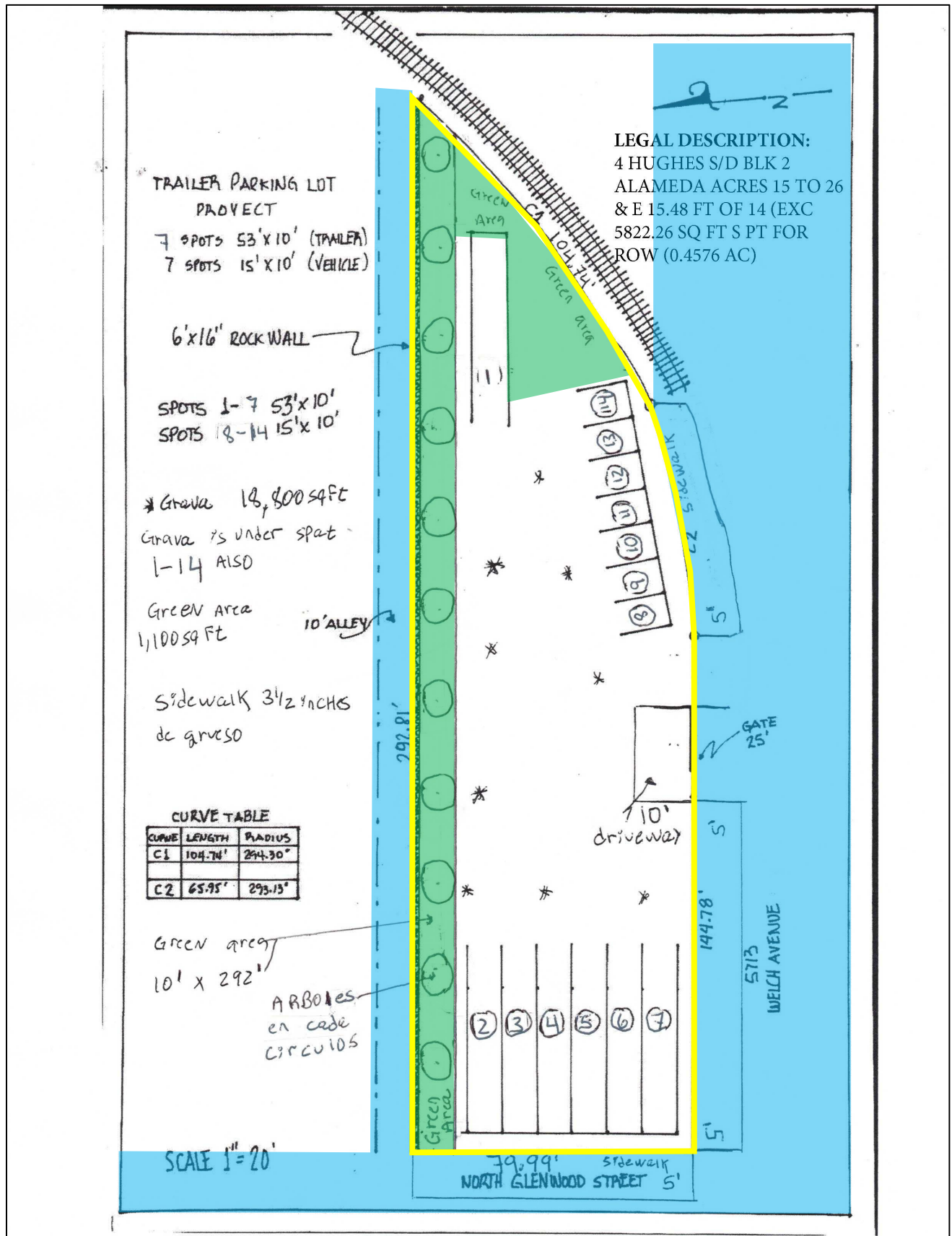
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Ordinance No. 18217
4. Department Comments
5. Neighborhood Notification Boundary Map
6. Communication in support

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

018217

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST13-00027, TO ALLOW FOR INFILL DEVELOPMENT WITH FRONT, REAR, SIDE YARD SETBACKS AND PARKING REDUCTION ON THE PROPERTY DESCRIBED AS A PORTION OF LOTS 14-26, BLOCK 4, HUGHES SUBDIVISION, 5713-5717 WELCH AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE AND REPEALING ORDINANCE NO. 018182. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Jorge Valenzuela, have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a front, rear, side yard setbacks and parking reduction; and,

WHEREAS, a report was made to the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and,

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and,

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Sections 20.04.320 of the El Paso City Code; and

WHEREAS, Ordinance No. 018182 was inadvertently filed in the Official Records of El Paso County and assigned Doc# 20140040244, before the City Council conducted a public hearing, and as a result, the action identified in that ordinance is void.

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

1. That the property described as follows is in a **S-D (Special Development)** Zone District:

A portion of Lots 14-26, Block 4, Hughes Subdivision, 5713-5717 Welch Avenue, City of El Paso, El Paso County, Texas and as more particularly described by metes and bounds on the attached Exhibit "A"; and,

2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a front, rear, side yard setbacks and parking reduction; and,

018217

ORDINANCE NO. _____

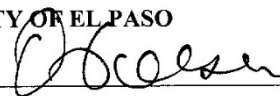
PZST13-00027

#284767_2/14-1007-1032/5713-5717 Welch Avenue-Special Permit
KMN

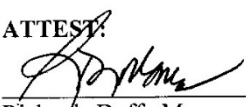
3. That this Special Permit is issued subject to the development standards in the **S-D (Special Development)** District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and,
4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST13-00027 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,
5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.
6. That Ordinance No. 018182 is repealed.

PASSED AND APPROVED this 29th day of July, 2014.

THE CITY OF EL PASO


Oscar Leeser
Mayor

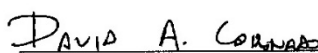
ATTEST:


Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Karla M. Nishman
Assistant City Attorney

APPROVED AS TO CONTENT:


Mathew S. McElroy, Director
City Development Department

CITY CLERK DEPT.
2014 JUN 26 PM 6:00

ORDINANCE NO. 018217

PZST13-00027

#284767_2/14-1007-1032/5713-5717 Welch Avenue-Special Permit
KMN

AGREEMENT

Jorge Valenzuela, referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **S-D (Special Development)** District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 8th day of May, 2014.

Jorge Valenzuela:

By:

(name/title)

(signature)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

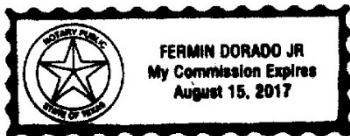
This instrument is acknowledged before me on this 8th day of MAY, 2014,
by Fermin Dorado Jr. for Jorge Valenzuela, as Owner.

My Commission Expires:

Notary Public, State of Texas

Notary's Printed or Typed Name:

Fermin Dorado Jr.



ORDINANCE NO. _____

PZST13-00027

#284767/14-1007-1032/5713-5717 Welch Avenue-Special Permit
KMN

CITY CLERK DEPT.
2014 MAY 13 PM 4:53

EXHIBIT "A"

DORADO ENGINEERING, INC.

2717 E. Yandell El Paso, Texas 79903 (915) 562-0002 Fax (915) 562-7743

5713- 5717 WELCH AVENUE

Metes and Bounds description of a portion of Lots 14-26, Block 4 Hughes Subdivision, El Paso County, Texas and more particularly described as follows;

From and existing city monument located on the centerline intersection of Beacon Street and Glenwood Street, Thence South $00^{\circ}03'00''$ West along the centerline of Glenwood Street a distance of four hundred seventy eight and fifty one hundredths (478.51) feet to a point, thence South $86^{\circ}22'12''$ East a distance of twenty three and no hundredths (23.00) feet to the northwest corner of the property being described said corner lying on the easterly Right-of-Way line of Glenwood Street, said corner being the Point of Beginning for this description;

Thence South $86^{\circ}22'12''$ East along the southerly Right-of-Way line of a 10 foot alley a distance of three hundred four and eighty five hundredths (304.85) feet to a point for a corner, said corner lying on the westerly boundary line of Tract 8B1, Block 2, Ascarate Grant;

Thence South $00^{\circ}01'00''$ East along the westerly boundary line of Tract 8B1, Block 2, Ascarate Grant a distance of three and one hundredths (3.01) feet to a point for a curve to the right;

Thence along an arc of a curve to the right a distance of one hundred four and twenty three hundredths (104.23) feet, said curve having a central angle of $20^{\circ}16'45''$, a radius of two hundred ninety four and fifty hundredths (294.50) feet, a chord bearing of South $52^{\circ}18'27''$ West and a chord distance of one hundred three and sixty nine hundredths (103.69) feet to a point for a curve to the right;

Thence along an arc of curve to the right a distance of sixty five and ninety five hundredths (65.95) feet, said curve having a central angle of $12^{\circ}53'25''$, a radius of two hundred ninety three and thirteen hundredths (293.13) feet, a chord bearing of South $86^{\circ}55'09''$ West and a chord distance of sixty five and eighty one hundredths (65.81) feet to a corner on the northerly Right-of-Way line of Welch Avenue;

Thence North $86^{\circ}38'09''$ West along the northerly Right-of-Way line of Welch Avenue a distance of one hundred fifty six and eighty hundredths (156.80) feet to a point for a corner on the east Right-of-Way line of Glenwood Street;

Thence North $00^{\circ}03'00''$ East along the easterly Right-of-Way line of Glenwood Drive a distance of eighty and four hundredths (80.04) feet to the Point of Beginning for this description;

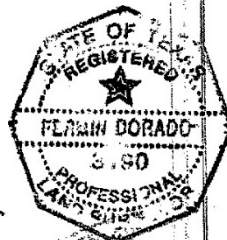
Said parcel of land contains 0.480 acres or 20,891 Sq. Ft of land more or less.

Prepared by;

Permin Dorado

Fermin Dorado, R.P.L.S.

04.23.14



Revised April 23, 2014
April 9, 2014

S:\My Files\Jorge Valenzuela\Metes and Bounds -5713 Welch.doc

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Recommend approval of the rezoning requests with the following conditions:

1. No ingress and/or egress shall be permitted onto Glenwood Street.
2. No ingress and/or egress shall be permitted onto the adjacent alley to the north.
3. Sidewalks along the property are to be installed prior to any certificates of occupancy or any certificates of completion.
4. An eight-foot (8') high masonry wall shall be placed along the northern property line along the alley.
5. A ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential 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 or any certificates of completion.
6. For general warehouse or heavy truck (sales, storage, repair, and rental) type uses, a minimum 30% landscaping shall be required. The 30% landscaping shall be calculated in accordance with the El Paso City Code Section 18.46 Landscape, and shall include the landscaping required by El Paso City Code Section 18.46 Landscape and the landscaping required by condition No. 5.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval.

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

Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision.

Note: Drainage flow patterns to be shown on site plan during building permitting.

Fire Department

Recommend approval. No adverse comments.

Police Department

No comments received.

Environmental Services

No comments received.

Streets and Maintenance Department

1. TIA not required for this application.
2. Improvements shall be made, Driveways, Sidewalks, etc. in compliance with City Designs Standards for Construction.

Note: Improvements to be required at time of building permitting.

Sun Metro

No comments received.

El Paso Water Utilities

EPWater does not object to this request.

Water:

There is an existing 8-inch diameter water main along Welch Ave. The water main is located approximately 25-ft south of the right-of-way north boundary line. This main is available for service.

There is an existing 8-inch diameter water main along Glenwood St. This water main is located approximately 7.5-feet west of the property line. This main is available for service.

EPWater records indicate one (1) 1 ½-inch vacant water service (inactive meter) serving the subject property. The address for this service is 5713 Welch Ave.

Previous water pressure from fire hydrant #05414 located in the northeast corner of Welch Ave. and Glenwood St., has yield a static pressure of 90 (psi), a residual pressure of 80 (psi), and a discharge of 919 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 Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 12-inch diameter sanitary sewer main along Welch Ave. The sanitary sewer main is located approximately 10-feet south of the north right-of-way line. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main along Glenwood St. The sanitary sewer main is located approximately 25-feet east of the western right-of-way line. This main is available for service.

General:

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

Stormwater:

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, porous pavement or other conservation efforts) to reduce the amount of developed stormwater runoff.

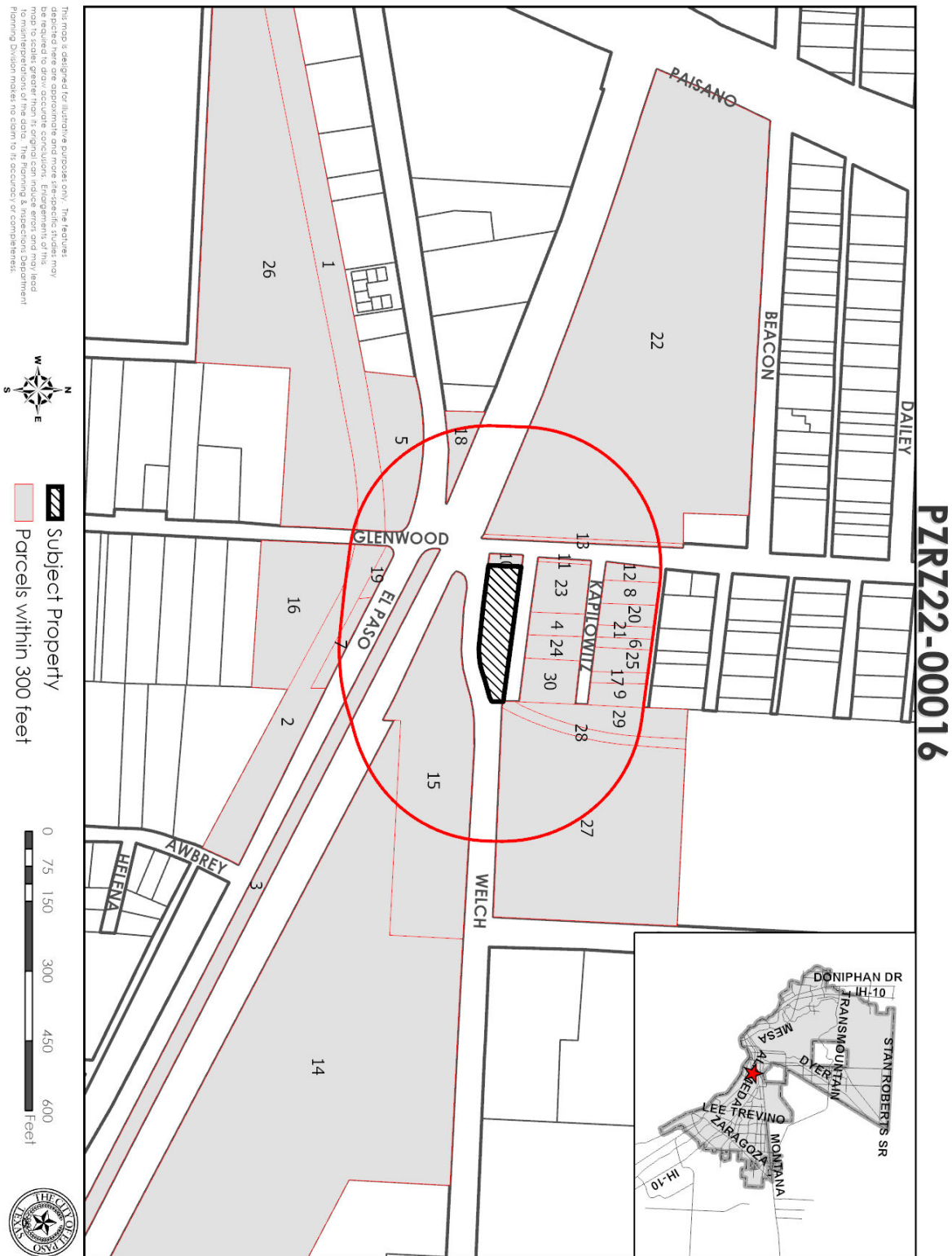
Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID 1.

ATTACHMENT 5



ATTACHMENT 6

San Juan Neighborhood Improvement Association

April 04, 2022

Reference: 5713 Welch St.

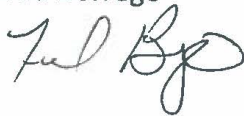
Mr Valenzuela,

The SJNIA has no problem or issues with you using your property for your trailer storage as long as you install sidewalks around your property and only use entrance on Welch street.

Welcome to our neighborhood and thank you for contacting the SJNIA.

Sincerely

Fred Borrego



President

San Juan Neighborhood Improvement Association



Legislation Text

File #: 22-1270, 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 Purchasing & Strategic Sourcing Director is authorized to notify Perikin Enterprises, LLC, that the City is terminating Contract: 2021-1146 for the construction of the Hondo Pass Collection Station effective October 18, 2022, pursuant to Section 6.9.2 of the General Condition of said Contract and that the Purchasing & Strategic Sourcing Director is authorized to sign all documents necessary to terminate said Contract.

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

AGENDA DATE: October 11, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, City Engineer – (915) 212-1860

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL: No. 6 - Set the Standard for Sound Governance and Fiscal

SUBGOAL: 6.7 Deliver effective and efficient processes to maximize value in obtaining goods and services.

SUBJECT:

Discussion and action that the Purchasing & Strategic Sourcing Director is authorized to notify Perikin Enterprises, LLC, that the City is terminating Contract: 2021-1146 for the construction of the Hondo Pass Collection Station effective October 18, 2022, pursuant Section of Paragraph 6.9.2 of the General Condition of said Contract and that the Purchasing & Strategic Sourcing Director is authorized to sign all documents necessary to terminate said Contract.

BACKGROUND / DISCUSSION:

City Council authorized award of Contract 2021-1146 for the construction of the Hondo Pass Collection Station at the location of the existing station to Perikin Enterprises, LLC, for \$2,247,463.12 on July 7, 2021. Following the award it was determined that a Special Permit was necessary as the zoning of the property does not allow for such uses. The Special Permit was approved by Council on July 19, 2022 and the contractor proceeded to apply for a building permit. That permit was not ready to issue until September 29, 2022. A pre-construction meeting was held and the contractor was informed Notice-to-Proceed would be issued when the building permit was issued. Because of increases in labor and material costs due to COVID and supply chain disruptions the contractor requested an economic adjustment (contract value increase) on September 14, 2022 in the amount of \$428,913.00. The contract lacks a provision for economic adjustments. Perikin has requested that the City terminate the contract without cause.

The City anticipates re-advertising the project for bid in by October 2022.

PRIOR COUNCIL ACTION:

Contract 2021-1146 Hondo Pass Citizen Collection Center was awarded by City Council on July 7, 2021

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement Department


SECONDARY DEPARTMENT: Purchasing and Strategic Sourcing

Revised 04/09/2021

—

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

DEPARTMENT HEAD:

Assistant Director Capital Improvement


Xvette Hernandez, P.E. City Engineer



Claudia Garcia Interim Director Purchasing and Strategic Sourcing

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

RESOLUTION

WHEREAS, on July 7, 2021 the City of El Paso (“City”) awarded Contract No. 2021-1146 for the construction of the Hondo Pass Citizen Collection Station (“Contract”) to Perikin Enterprises, LLC (“Contractor”) for the contract price of \$2,247,463.12;

WHEREAS, Contractor has requested an increase in the contract price based on an increase in labor and material costs and supply chain issues resulting from the COVID-19 pandemic;

WHEREAS, the Contract does not provide for a contract price increase based on an increase in labor and material costs and supply chain issues;

WHEREAS, Contractor has not performed any work under the Contract;

WHEREAS, Section 6.9.2 of the General Conditions of the Contract permits the City to terminate the Contract at any time, without cause, and for any reason by giving Contractor seven days prior written notice;

WHEREAS, the City desires to terminate the Contract pursuant to Section 6.9.2 of the General Conditions of the Contract.

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

That the Purchasing and Strategic Sourcing Director is authorized to notify Contractor that the City is terminating Contract No. 2021-1146 for the construction of the Hondo Pass Citizen Collection Station pursuant to Section 6.9.2 of the General Conditions of said Contract; and that the Purchasing and Strategic Sourcing Director is authorized to sign all documents necessary to terminate said Contract.

(Signatures on the following page)

APPROVED this _____ day of _____ 2022.

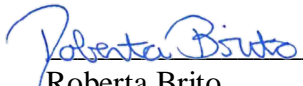
THE CITY OF EL PASO:

Oscar Leaser,
Mayor

ATTEST:

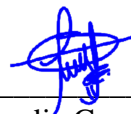
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

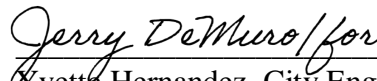
APPROVED AS TO CONTENT:



Claudia Garcia, Interim Director
Purchasing and Strategic Sourcing

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement Department



Yvette Hernandez, City Engineer
Capital Improvement Department



Hondo Pass Citizen Collection Station Construction Contract

Termination Without Cause

October 11, 2022

Strategic Plan Goal:

No. 6 - Set the Standard for Sound Governance and Fiscal Cultural and Educational Environments

6.7 Deliver effective and efficient processes to maximize value in obtaining goods and services.



2 Scope of Work

- Construction of the following at the existing Hondo Pass Collection Station:
 - ✓ Roadways, parking lot, retaining walls, and a new access driveway.
 - ✓ Two new metal buildings to house an IT room, break room, and one unisex bathroom.
 - ✓ New guard shack, wrought iron fence, sound barrier, and landscaping.



Background

- **Contract 2021-1146 for the construction of the Hondo Pass Collection Station to Periken Enterprises, LLC, for \$2,247,463.12 was awarded on July 7, 2021.**
- **Following the award it was determined that a Special Permit was necessary as the property was not zoned for such uses.**
- **The Special Permit was approved by Council on July 19, 2022; the building permit was not ready to issue until September 29, 2002.**
- **The contractor requested an economic adjustment (increase in contract value) on September 14, 2022 in the amount of \$428,913.00 to cover for increased labor and material costs due to COVID and supply chain disruptions.**
- **The contract lacks a provision for economic adjustments. Periken has requested that the City terminate the contract for convenience.**

Recommendation

- **Terminate contract 2021-1146 Hondo Pass Citizen Collection Station Construction with Periken Enterprises, LLC without cause effective October 19, 2022**
- **Re-advertise the project for bid in October 2022**



Legislation Text

File #: 22-1340, 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

Human Resources, Araceli Guerra, (915) 212-1401

Purchasing and Strategic Sourcing, Claudia Garcia, (915) 212-1218

AGENDA LANGUAGE:

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

The linkage to Strategic Plan is subsection 6.2 - Implement employee benefits and services that promote financial security.

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Aetna Life Insurance Company referencing Contract 2017-1357R Self-funded Comprehensive Health Plan Administration, Stop Loss, Employer Assistance Program and Fully Insured Supplemental Benefit Plan. This will be a change order to increase the contract by \$2,600,000.00 for a total amount not to exceed \$226,606,332.85. The change order will cover the increase in administrative fees for health insurance administration services from January 1, 2023, to December 31, 2024.

Department:	Human Resources
Award to:	Aetna Life Insurance Company
	Hartford, CT
Total Estimated Amount:	\$2,600,000.00
Account No.:	522000-209-3500-14045-P1414
Funding Source:	Benefit Administrators
District(s):	All

This is a Request for Proposal, services contract.

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Araceli Guerra, Managing Director of Internal Services, (915) 212-1401
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.2 - Implement employee benefits and services that promote financial security.

SUBJECT:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Aetna Life Insurance Company referencing Contract 2017-1357R Self-funded Comprehensive Health Plan Administration, Stop Loss, Employer Assistance Program and Fully Insured Supplemental Benefit Plan. This will be a change order to increase the contract by \$2,600,000.00 for a total amount not to exceed \$226,606,332.85. The change order will cover the increase in administrative fees for health insurance administration services from January 1, 2023 to December 31, 2024.

BACKGROUND / DISCUSSION:

This contract will continue providing the following services: Self-insured Medical, Pharmacy, Dental and Vision network and Third-Party Administration, HSA, FSA and COBRA Administration, Stop Loss, and fully insured PPO dental.

SELECTION SUMMARY:

NA

CONTRACT VARIANCE:

Not applicable.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On November 28, 2017 City Council approved the award of contract 2017-1357R to vendor for a three (3) year term and two (2), two (2) year-options to extend the contract for at total amount of \$313,608,865.97.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$2,600,000.00

Funding Source: 522000-209-3500-14045-P1414

Account: Benefit Administrators

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

2017-1357R Self-funded Comprehensive Health Plan Administration, Stop Loss, Employer Assistance Program and Fully Insured Supplemental Benefit Plan

Revised 2/23/2022-V2 – Previous Versions Obsolete

PRIMARY DEPARTMENT: Human Resources
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Araceli Guerra, Managing Director of Internal Services

**COUNCIL PROJECT FORM
(CHANGE ORDER)**

Please place the following item on the **REGULAR** agenda for the Council Meeting of **October 11, 2022**.

STRATEGIC GOAL NO. 6: Set the Standard for Sound Governance and Fiscal Management.

The linkage to Strategic Plan is subsection 6.2 - Implement employee benefits and services that promote financial security.

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Aetna Life Insurance Company referencing Contract 2017-1357R Self-funded Comprehensive Health Plan Administration, Stop Loss, Employer Assistance Program and Fully Insured Supplemental Benefit Plan. This will be a change order to increase the contract by \$2,600,000.00 for a total amount not to exceed \$226,606,332.85. The change order will cover the increase in administrative fees for health insurance administration services from January 1, 2023, to December 31, 2024.

Department: Human Resources
Award to: Aetna Life Insurance Company
Hartford, CT
Total Estimated Amount: \$2,600,000.00
Account No.: 522000-209-3500-14045-P1414
Funding Source: Benefit Administrators
District(s): All

This is a Request for Proposal, services contract.



Legislation Text

File #: 22-1266, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

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 a two year On-Call Professional Services Agreement to perform architectural services on a task-by-task basis by and between the City of El Paso and each of the following six (6) consultants:

1. Alvidrez Architecture, Inc.
2. Brown Reynolds Watford Architects, Inc.
3. Carl Daniel Architects, Inc.
4. Countryman & Co., PLLC
5. In*Situ Architecture, PLLC
6. MNK Architects, Inc.

Each On Call Agreement will be for an amount not to exceed \$750,000, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

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

AGENDA DATE: October 11, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E.
(915) 212-1860

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:

Discussion and action that the City Manager be authorized to sign a two year On-Call Professional Services Agreement to perform architectural services on a task-by-task basis by and between the City of El Paso and each of the following six (6) consultants:

1. Alvidrez Architecture, Inc.
2. Brown Reynolds Watford Architects, Inc.
3. Carl Daniel Architects, Inc.
4. Countryman & Co., PLLC
5. In*Situ Architecture, PLLC
6. MNK Architects, Inc.

Each On Call Agreement will be for an amount not to exceed \$750,000, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

BACKGROUND / DISCUSSION:

The on-call agreement for professional services to perform architect services assists the Capital Improvement Department as well as user departments to expedite and complete capital projects.

PRIOR COUNCIL ACTION:

City Council regularly approves on-call professional services agreements. The last Council action for approval of professional service agreements for architectural services was October 27, 2020.

AMOUNT AND SOURCE OF FUNDING:


\$750,000/each agreement
Capital Improvement Plans, and Qol, and Public Safety Bonds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



Yvette Hernandez, P.E.
City Engineer

RESOLUTION

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

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform architectural services on a task-by-task basis by and between the City of El Paso and each of the following six (6) consultants:

1. Alvidrez Architecture Inc.
2. Brown Reynolds Watford Architects, Inc.
3. Carl Daniel Architects, Inc
4. Countryman & Co., PLLC
5. In *Situ Architecture, PLLC
6. MNK Architects, Inc.

Each On-Call Agreement will be for an amount not to \$750,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

APPROVED THIS _____ day of _____ 2022.

(Signatures on the following page)

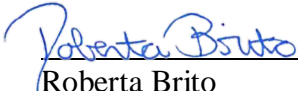
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, City Engineer
Capital Improvement Department

CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2022-0872 On-Call Architecture																		
	ADM Group	Alvidrez	ASA Architects	BRW Architects	CarlisonRTKL	Carl Daniel Architects	CIRE3	Countryman & Co.	Exigo	GA Architecture	Huitt-Zollars	InSitu	LievArch	Mijares Mora	MNK	Nine Degrees	Parkhill	Root Architects	Wright & Dalbin
Rater 1	63	75	70	68	74	74	62	75	74	62	71	72	62	73	75	65	74	62	62
Rater 2	56	75	70	73	73	76	63	76	73	72	70	74	69	73	74	70	71	60	64
Rater 3	45	74	61	66	67	69	54	62	60	56	60	58	40	56	57	53	73	58	44
Rater 4	47	77	70	66	44	65	48	74	62	61	64	75	45	64	67	57	62	61	51
Rater 5	55	79	71	80	83	62	49	68	75	73	67	75	55	73	78	66	71	64	67
Total Raters Score	266	380	342	353	341	346	276	355	344	324	332	354	271	339	351	311	351	305	288
References	6	10	5	2	0	9	8	9	8	10	8	9	0	9	7	3	2	9	9
OVERALL SCORE	272	390	347	355	341	355	284	364	352	334	340	363	271	348	358	314	353	314	297

#1	Alvidrez	390	#9	ASA Architects	347
#2	Countryman & Co	364	#10	CarlisonRTKL	341
#3	InSitu	363	#11	Huitt-Zollars	340
#4	MNK	358	#12	GA Architecture	334
#5 - tie	BRW Architects	355	#13 - tie	Nine Degrees	314
#5 - tie	Carl Daniel Architects	355	#13 - tie	Root Architects	314
#6	Parkhill	353	#14	Wright & Dalbin	297
#7	Exigo	352	#15	CIRE3	284
#8	Mijars Mora	348	#16	ADM Group	272
			#17	LievArch	271

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Alvidrez Architecture, Inc., a Domestic For Profit Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional architectural professional services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$750,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
-----------------	--

To the Consultant:	Alvidrez Architecture, Inc. Attn: David Alvidrez, Principal 310 N. Mesa St. El Paso, TX 79901
--------------------	--

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will

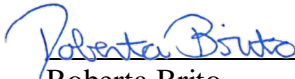
not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

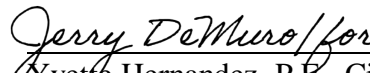
APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
ALVIDREZ ARCHITECTURE, INC.

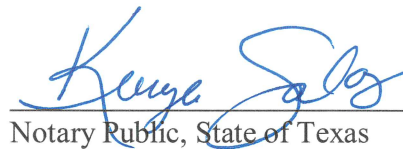
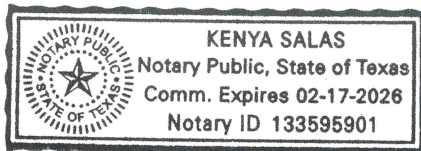


By: David Alvidrez
Title: Principal

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 27 day of September, 2022,
by David Alvidrez, as Principal of Alvidrez Architecture, Inc. .


Notary Public, State of Texas

My commission expires:

02/17/2026

**ATTACHMENT “A”
SCOPE OF SERVICES**

SCOPE OF WORK

The architectural services contracts will be used on an on-call basis for the commission of all customary architectural services, from Schematic Design and Design Development through Construction Documents phases as well as Supplementary services. Services and their tangible products may include, but are not limited to:

- Turn-key Capital Project Design Development
- Coordination and Oversight of Sub-consultants, Service Providers, and Contractors
- Utility Coordination
- Programming and Space Planning
- Design Analysis and Briefs/Basis of Design reports
- Design/Construction Delivery Strategy Development
- Charrettes, Public Presentations, Graphic Design, Mapping and Information Graphics
- Virtual/On-line Project Team Meetings and Community Engagement
- Architectural Modeling and Rendering
- Building/Facility Conditions Assessments
- Feasibility Assessments
- Urban and Contextual Analysis, Site Master Planning
- Tactical Urbanism Design
- Cost Estimating and Budget Verification
- Code Analysis
- Sustainability Consulting
- Bid Support Services
- Construction Administration
- Accessibility Design
- As-Builts, BIM models, and digital project records
- Other architectural functions, assignments, and analyses as requested
- Monthly status reports on each project. Reports shall include project progression, completion, and percentages and invoices billed and paid.

Performance of Scope

The objective for all services shall be to provide exceptional design for El Paso. In general, the Architect's tasks shall likely include:

- Assembling, coordinating, and overseeing project team of subject matter experts as required.
- Overseeing field investigations including but not limited to traffic analyses, geotechnical investigations, land surveys, and archaeological/historic resources and environmental assessments, as required.
- Producing construction and/or permit drawings and specifications that iterate throughout each phase so that the final documents are coordinated, complete, within budget and constructible.
- Developing schedules and monitoring schedule performance; recommending mitigation measures for delays.

- Developing budgets and monitoring budget performance, recommending measures to mitigate cost over-runs and enforce compliance of the project budget.
- Working in conjunction with the Capital Improvement Department and the respective user departments to proactively, innovatively, and successfully identify project requirements, constraints, and risks to successfully completing the project on time and within budget.
- Proactively recommending cost effective and innovative approaches to resolve issues within project constraints.
- Implementing creative and innovative design/project delivery strategies to optimize space uses and connect/ with and compliment the surrounding communities/neighborhoods.
- Employing current and task-appropriate technology, to include BIM, presentation software, and virtual meeting platforms for the production of exceptional work. Concurrent with this expectation is that the architect's consultants follow this standard.
- Assuring that the project will support the relevant department mission, and accreditation standards, comply with best practices, and contribute to the built environment in quality of design, connectivity, and accessibility.
- Identifying opportunities in project development that tie into the strategic goals of the City.
- Performing feasibility studies, structural analysis, design analysis and other studies as required. Such studies shall require research and database creation to conduct studies and produce reports, investigations, drawings, sketches and cost estimates. Analyses shall include description of alternatives, estimates, conclusions and recommendations.
- Preparing and refining scopes, plans, specifications and cost estimates for design of buildings, structures, and similar construction.
- Providing constructability, ability to bid, and operability reviews on proposed construction projects, to cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involved in the project. The firm shall also provide prompt responses to Requests for Information (RFIs).
- Reviewing shop drawings, materials, fixtures, and equipment submittals and making recommendations for approval or disapproval.
- Live and virtual attendance and participation in regular meetings and conferences pertinent to the work. In addition to regular meetings, the Architect shall prepare for and attend periodic meetings held as requested by the City for discussion of questions and problems relating to the work being performed by the firm.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

2022
PROFESSIONAL SERVICES
BILLING RATES

ARCHITECTURAL

CATEGORY	RATE
Principal	225.00
Project Manager	140.00
Architect I	120.00
Architect II	100.00
Architect III	85.00
CADD I	65.00
CADD II	60.00
Interior I	85.00
Graphic	75.00
Administrative	60.00

G:\OFFICE\BILLING RATES\2020 BILLING RATES

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d.** Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
- e.** As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2.** Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3.** As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1.** Consult with the Owner to determine the Owner’s requirements for the Project.
- 2.** Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

ALVID-1

OP ID: JN

DATE (MM/DD/YYYY)
09/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sellers Insurance Agency, Inc. 6356 Edgemere Blvd El Paso, TX 79925 Jonathan M. Nicely		CONTACT NAME: Jonathan M. Nicely PHONE (A/C, No, Ext): 915-778-5463 FAX (A/C, No): 915-779-1351 E-MAIL ADDRESS: jonathan@sellersinsuranceelp.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Liberty Mutual Insurance	
		INSURER B: A.M. Best Company 'A' Excellent	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		BZS57142041	02/19/2022	02/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BZS57142041	02/19/2022	02/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 2,000,000 PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTIONS \$ 10000			USO57142041	02/19/2022	02/19/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	XWS57142041	02/19/2022	02/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: On- Call Professional Services - Architecture
Solicitation 2022-0872R**CERTIFICATE HOLDER****CANCELLATION**

CITY OF EL PASO CAPITAL IMPROVEMENT DEPARTMENT 218 N. CAMPBELL EL PASO, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600		CONTACT NAME: Ofelia Padilla PHONE (A/C, No, Ext): 512-651-4163 FAX (A/C, No): 512-467-0113 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Arch Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

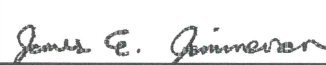
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Claims Made Pol.			PAAEP0116302 Full Prior Retro	11/01/2021	11/01/2022	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project name: On- Call Professional Services - Architecture Solicitation 2022-0872R.

CERTIFICATE HOLDER City of El Paso Capital Improvement Department 218 N. Campbell El Paso, TX 79901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

27 SEPTEMBER 2022

Date



Signature

ALVAREZ ARCHITECTURE INC.

Company Name

PRINCIPAL

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic product
 3. To furnish US domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

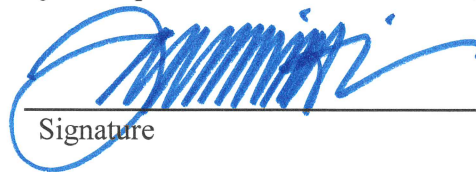
Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

27 SEPTEMBER 2022

Date



Signature

ALVIDREZ ARCHITECTURE INC.

Company Name

PRINCIPAL

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Brown Reynolds Watford Architects, Inc., a Domestic For-Profit Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional architectural services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$750,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment “D”**.

3.2 CONSULTANT’S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

3.3 CONSULTANT’S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment “D”**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant’s fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in
22-1004-1436.002 | 1205466
Brown Reynolds Watford Architects Inc. On-Call Agreement for Professional Services
RAB

interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
-----------------	--

To the Consultant:	Brown Reynolds Watford Architects, Inc. Attn: Ray Halliday, Principal 175 Century Square Dr. College Station, TX 77840
--------------------	---

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will

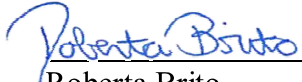
not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager


APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §


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

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
**BROWN REYNOLDS WATFORD
ARCHITECTS, INC.**


By: Ray Halliday
Title: Principal

(Acknowledgment)

**THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §**

This instrument was acknowledged before me on this 27 day of September, 2022,
by Ray Halliday, as Principal of Brown Reynolds Watford Architects, Inc. .

Notary Public, State of Texas

My commission expires:

August 24, 2024



**ATTACHMENT “A”
SCOPE OF SERVICES**

SCOPE OF WORK

The architectural services contracts will be used on an on-call basis for the commission of all customary architectural services, from Schematic Design and Design Development through Construction Documents phases as well as Supplementary services. Services and their tangible products may include, but are not limited to:

- Turn-key Capital Project Design Development
- Coordination and Oversight of Sub-consultants, Service Providers, and Contractors
- Utility Coordination
- Programming and Space Planning
- Design Analysis and Briefs/Basis of Design reports
- Design/Construction Delivery Strategy Development
- Charrettes, Public Presentations, Graphic Design, Mapping and Information Graphics
- Virtual/On-line Project Team Meetings and Community Engagement
- Architectural Modeling and Rendering
- Building/Facility Conditions Assessments
- Feasibility Assessments
- Urban and Contextual Analysis, Site Master Planning
- Tactical Urbanism Design
- Cost Estimating and Budget Verification
- Code Analysis
- Sustainability Consulting
- Bid Support Services
- Construction Administration
- Accessibility Design
- As-Builts, BIM models, and digital project records
- Other architectural functions, assignments, and analyses as requested
- Monthly status reports on each project. Reports shall include project progression, completion, and percentages and invoices billed and paid.

Performance of Scope

The objective for all services shall be to provide exceptional design for El Paso. In general, the Architect's tasks shall likely include:

- Assembling, coordinating, and overseeing project team of subject matter experts as required.
- Overseeing field investigations including but not limited to traffic analyses, geotechnical investigations, land surveys, and archaeological/historic resources and environmental assessments, as required.
- Producing construction and/or permit drawings and specifications that iterate throughout each phase so that the final documents are coordinated, complete, within budget and constructible.
- Developing schedules and monitoring schedule performance; recommending mitigation measures for delays.

- Developing budgets and monitoring budget performance, recommending measures to mitigate cost over-runs and enforce compliance of the project budget.
- Working in conjunction with the Capital Improvement Department and the respective user departments to proactively, innovatively, and successfully identify project requirements, constraints, and risks to successfully completing the project on time and within budget.
- Proactively recommending cost effective and innovative approaches to resolve issues within project constraints.
- Implementing creative and innovative design/project delivery strategies to optimize space uses and connect/ with and compliment the surrounding communities/neighborhoods.
- Employing current and task-appropriate technology, to include BIM, presentation software, and virtual meeting platforms for the production of exceptional work. Concurrent with this expectation is that the architect's consultants follow this standard.
- Assuring that the project will support the relevant department mission, and accreditation standards, comply with best practices, and contribute to the built environment in quality of design, connectivity, and accessibility.
- Identifying opportunities in project development that tie into the strategic goals of the City.
- Performing feasibility studies, structural analysis, design analysis and other studies as required. Such studies shall require research and database creation to conduct studies and produce reports, investigations, drawings, sketches and cost estimates. Analyses shall include description of alternatives, estimates, conclusions and recommendations.
- Preparing and refining scopes, plans, specifications and cost estimates for design of buildings, structures, and similar construction.
- Providing constructability, ability to bid, and operability reviews on proposed construction projects, to cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involved in the project. The firm shall also provide prompt responses to Requests for Information (RFIs).
- Reviewing shop drawings, materials, fixtures, and equipment submittals and making recommendations for approval or disapproval.
- Live and virtual attendance and participation in regular meetings and conferences pertinent to the work. In addition to regular meetings, the Architect shall prepare for and attend periodic meetings held as requested by the City for discussion of questions and problems relating to the work being performed by the firm.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES



POSITION

2022 HOURLY RATE

Principal	\$240.00
Associate Principal	\$220.00
Project Director	\$220.00
Project Manager	\$185.00
Project Architect	\$155.00
Intern Architect I	\$115.00
Intern Architect II	\$100.00
Graphic Designer	\$150.00
Architect	\$140.00
Project Coordinator	\$125.00
Interior Designer	\$110.00
Intern Architect	\$110.00
Admin.	\$75.00

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
 - e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings,**” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications.**” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

QJI

DATE (MM/DD/YYYY)

09/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AON RISK SERVICES SOUTH INC
3550 LENOX ROAD NORTHEAST
SUITE 1700
ATLANTA GA 30326

CONTACT NAME: Aon Risk Services, Inc of Florida

PHONE
(A/C, No, Ext): 833-506-1544

FAX
(A/C, No):

EMAIL ADDRESS: work.comp@trinet.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Indemnity Insurance Company of North America

43575

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
TriNet HR II Holdings, Inc.
BROWN REYNOLDS WATFORD ARCHITECTS, INC.
1 Park Place, Suite 600
Dublin, CA 94568-7983

COVERAGES

CERTIFICATE NUMBER: 15590570

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> OTHER						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	DEC <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N / A	WLR_C71142401	03/01/2022	03/01/2023	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation coverage is limited to worksite employees of BROWN REYNOLDS WATFORD ARCHITECTS, INC. through a co-employment agreement with TriNet HR II, Inc..
RE: Solicitation 2022-0872R

CERTIFICATE HOLDER

City of El Paso Capital Improvement Department
218 N. Campbell
El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)**

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

September 29, 2022

Date


Signature

Brown Reynolds Watford Architects

Company Name

Principal

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

September 29, 2022

Date



Signature

Brown Reynolds Watford Architects Principal

Company Name

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL (all contracts that exceed \$100,000)**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Carl Daniel Architects Inc., a Domestic For-Profit Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional architectural services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$750,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that

phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner.

The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00

\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
 - Combined Single Limit**
 - \$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance

policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out

these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the

contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the

City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project;

provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to: The City of El Paso
 Attn: City Engineer
 P.O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: Carl Daniel Architects, Inc..
 Attn: Carl Daniel, President
 305 Leon Ave.
 El Paso, TX 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.


(Signatures on the following pages)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager


APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §


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

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

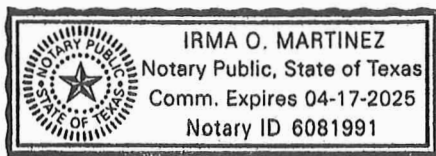
CONSULTANT:
CARL DANIEL ARCHITECTS, INC.

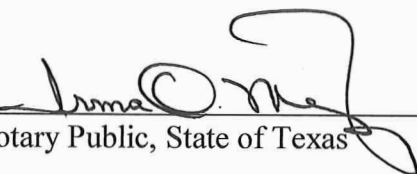

By: Carl Daniel
Title: President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 27th day of September, 2022,
by Carl Daniel, as President of Carl Daniel Architects, Inc..




Notary Public, State of Texas

My commission expires:

04-17-2025

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

**ATTACHMENT “A”
SCOPE OF SERVICES**

SCOPE OF WORK

The architectural services contracts will be used on an on-call basis for the commission of all customary architectural services, from Schematic Design and Design Development through Construction Documents phases as well as Supplementary services. Services and their tangible products may include, but are not limited to:

- Turn-key Capital Project Design Development
- Coordination and Oversight of Sub-consultants, Service Providers, and Contractors
- Utility Coordination
- Programming and Space Planning
- Design Analysis and Briefs/Basis of Design reports
- Design/Construction Delivery Strategy Development
- Charrettes, Public Presentations, Graphic Design, Mapping and Information Graphics
- Virtual/On-line Project Team Meetings and Community Engagement
- Architectural Modeling and Rendering
- Building/Facility Conditions Assessments
- Feasibility Assessments
- Urban and Contextual Analysis, Site Master Planning
- Tactical Urbanism Design
- Cost Estimating and Budget Verification
- Code Analysis
- Sustainability Consulting
- Bid Support Services
- Construction Administration
- Accessibility Design
- As-Builts, BIM models, and digital project records
- Other architectural functions, assignments, and analyses as requested
- Monthly status reports on each project. Reports shall include project progression, completion, and percentages and invoices billed and paid.

Performance of Scope

The objective for all services shall be to provide exceptional design for El Paso. In general, the Architect's tasks shall likely include:

- Assembling, coordinating, and overseeing project team of subject matter experts as required.
- Overseeing field investigations including but not limited to traffic analyses, geotechnical investigations, land surveys, and archaeological/historic resources and environmental assessments, as required.
- Producing construction and/or permit drawings and specifications that iterate throughout each phase so that the final documents are coordinated, complete, within budget and constructible.
- Developing schedules and monitoring schedule performance; recommending mitigation measures for delays.

- Developing budgets and monitoring budget performance, recommending measures to mitigate cost over-runs and enforce compliance of the project budget.
- Working in conjunction with the Capital Improvement Department and the respective user departments to proactively, innovatively, and successfully identify project requirements, constraints, and risks to successfully completing the project on time and within budget.
- Proactively recommending cost effective and innovative approaches to resolve issues within project constraints.
- Implementing creative and innovative design/project delivery strategies to optimize space uses and connect/ with and compliment the surrounding communities/neighborhoods.
- Employing current and task-appropriate technology, to include BIM, presentation software, and virtual meeting platforms for the production of exceptional work. Concurrent with this expectation is that the architect's consultants follow this standard.
- Assuring that the project will support the relevant department mission, and accreditation standards, comply with best practices, and contribute to the built environment in quality of design, connectivity, and accessibility.
- Identifying opportunities in project development that tie into the strategic goals of the City.
- Performing feasibility studies, structural analysis, design analysis and other studies as required. Such studies shall require research and database creation to conduct studies and produce reports, investigations, drawings, sketches and cost estimates. Analyses shall include description of alternatives, estimates, conclusions and recommendations.
- Preparing and refining scopes, plans, specifications and cost estimates for design of buildings, structures, and similar construction.
- Providing constructability, ability to bid, and operability reviews on proposed construction projects, to cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involved in the project. The firm shall also provide prompt responses to Requests for Information (RFIs).
- Reviewing shop drawings, materials, fixtures, and equipment submittals and making recommendations for approval or disapproval.
- Live and virtual attendance and participation in regular meetings and conferences pertinent to the work. In addition to regular meetings, the Architect shall prepare for and attend periodic meetings held as requested by the City for discussion of questions and problems relating to the work being performed by the firm.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES



Carl Daniel Architects • 305 Leon Street, El Paso, Texas 79901

19 September 2022

**Solicitation # 2022-0872R
On-Call Professional Services - Architecture
City of El Paso
Capital Improvement Department**

HOURLY RATES

Architectural Principal	\$200.00
Architectural Project Manager	\$150.00
Architectural CADD Tech.	\$ 85.00
Architectural Clerical	\$ 60.00

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”

CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
 - e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2022

916

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 7600-C No. Capital of Tx Hwy. #200 Austin, TX 78731		CONTACT NAME: Debi Wylie	
		PHONE (A/C, No, Ext): 512-651-4159	FAX (A/C, No): 610-537-2782
		E-MAIL ADDRESS: debra.wylie@usi.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : XL Specialty Insurance Company	
		NAIC # 37885	
INSURED Carl Daniel Architects, Inc. 305 Leon St. El Paso, TX 79901		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Claims Made & Reported Pol			DPR9992582 Retro:09/01/89	04/24/2022	04/24/2023	\$2,000,000 per claim \$4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project #2022-0872R , On-Call Professional Services Architecture.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso 218 N. Campbell Street El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

DATE(MM/DD/YYYY)
09/20/2022

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB INTERNATIONAL INSURANCE SERVICES-CLIENT CONNECTION 800 S WASHINGTON ST VAN WERT, OH 45891	CONTACT NAME: KENDRA SMART	
	PHONE:	FAX: (800)736-7026
	E-MAIL ADDRESS: ksmart@central-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A	Central Mutual 20230
	INSURER B	Texas Mutual
	INSURER C	
INSURED CARL DANIEL ARCHITECTS 305 LEON ST EL PASO, TX 79901	INSURER D	
	INSURER E	
	INSURER F	

REVISION NUMBER

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY	Y	Y	8609102	3/15/2022	3/15/2023	EACH OCCURRENCE		\$	1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)		\$	500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)		\$	10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY		\$	1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE		\$	2,000,000	
							PRODUCTS - COMP/OP AGG		\$	2,000,000	
A	AUTOMOBILE LIABILITY		Y	8609102	3/15/2022	3/15/2023	COMBINED SINGLE LIMIT (Ea accident)		\$	1,000,000	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)		\$			
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)		\$			
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)		\$			
A	UMBRELLA LIABILITY	Y	Y	8609103	3/15/2022	3/15/2023	EACH OCCURRENCE		\$	5,000,000	
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					AGGREGATE		\$	5,000,000		
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE										
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$										
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001189094	3/15/2022	3/15/2023	<input checked="" type="checkbox"/>	WC STATUTORY LIMITS		OTHER	
	ANY PROPRIETOR/PARTNERS/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)								\$	1000000.00	
	If yes, describe under DESCRIPTION OF OPERATIONS below								\$	1000000.00	
									\$	1000000.00	
									\$	1000000.00	

Certificate Holders are additional insured per the attached endorsements.
Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

CERTIFICATE HOLDER	CANCELLATION
CITY OF EL PASO 218 N CAMPBELL ST EL PASO, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>KENDRA SMART</i>

ATTACHMENT "F"

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)**

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

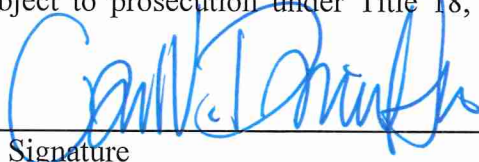
Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

28 September 2022

Date



Signature

Carl Daniel Architects

Company Name

President

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

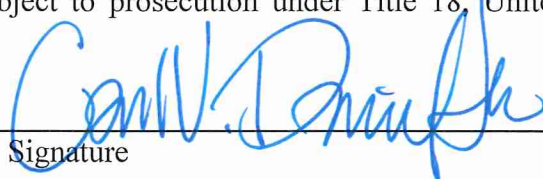
Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

28 September 2022

Date



Signature

Carl Daniel Architects

Company Name

President

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL (all contracts that exceed \$100,000)**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Countryman & Co. PLLC., a Domestic Limited Liability Company, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional architectural services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$750,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT’S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

3.3 CONSULTANT’S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment “D”**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant’s fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a

period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**

\$1,000,000.00 Per Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00

\$1,000,000.00 per occurrence

b) **AUTOMOBILE LIABILITY**

Combined Single Limit

\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “E”**. All certificates shall also include the name of the project on the corresponding insurance certificate.

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner’s officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant’s officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City’s Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT’S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant’s officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as “Consultant”), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter “Owner’s Claims”), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant’s insurers in settlement or satisfaction of Owner’s Claims under the terms and conditions of Consultant’s insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner’s Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner’s

claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant’s sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

- The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.
- The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.
- The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment “F”.
- The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant’s obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the

requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by

Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided

by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:

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

With a Copy to: The City of El Paso
 Attn: City Engineer
 P.O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: Countryman & Co. PLLC..
 Attn: Jennifer Countryman, Owner
 108 S. Stanton St.
 El Paso, TX 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

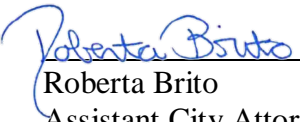
(Signatures on the following pages)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

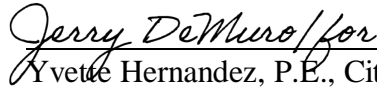
APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

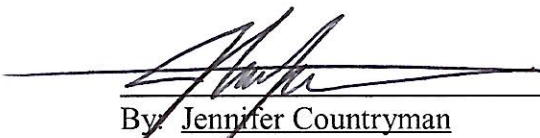
This instrument was acknowledged before me on this _____ day of _____,
20____, by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

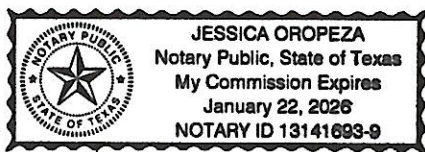
CONSULTANT:
COUNTRYMAN & CO., PLLC


By: Jennifer Countryman
Title: Owner

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 28th day of Sept., 2022,
by Jennifer Countryman, as Owner 1 of Countryman & Co. PLLC.





Notary Public, State of Texas

My commission expires:

Jan. 22, 2026

**ATTACHMENT “A”
SCOPE OF SERVICES**

SCOPE OF WORK

The architectural services contracts will be used on an on-call basis for the commission of all customary architectural services, from Schematic Design and Design Development through Construction Documents phases as well as Supplementary services. Services and their tangible products may include, but are not limited to:

- Turn-key Capital Project Design Development
- Coordination and Oversight of Sub-consultants, Service Providers, and Contractors
- Utility Coordination
- Programming and Space Planning
- Design Analysis and Briefs/Basis of Design reports
- Design/Construction Delivery Strategy Development
- Charrettes, Public Presentations, Graphic Design, Mapping and Information Graphics
- Virtual/On-line Project Team Meetings and Community Engagement
- Architectural Modeling and Rendering
- Building/Facility Conditions Assessments
- Feasibility Assessments
- Urban and Contextual Analysis, Site Master Planning
- Tactical Urbanism Design
- Cost Estimating and Budget Verification
- Code Analysis
- Sustainability Consulting
- Bid Support Services
- Construction Administration
- Accessibility Design
- As-Builts, BIM models, and digital project records
- Other architectural functions, assignments, and analyses as requested
- Monthly status reports on each project. Reports shall include project progression, completion, and percentages and invoices billed and paid.

Performance of Scope

The objective for all services shall be to provide exceptional design for El Paso. In general, the Architect's tasks shall likely include:

- Assembling, coordinating, and overseeing project team of subject matter experts as required.
- Overseeing field investigations including but not limited to traffic analyses, geotechnical investigations, land surveys, and archaeological/historic resources and environmental assessments, as required.
- Producing construction and/or permit drawings and specifications that iterate throughout each phase so that the final documents are coordinated, complete, within budget and constructible.
- Developing schedules and monitoring schedule performance; recommending mitigation measures for delays.

- Developing budgets and monitoring budget performance, recommending measures to mitigate cost over-runs and enforce compliance of the project budget.
- Working in conjunction with the Capital Improvement Department and the respective user departments to proactively, innovatively, and successfully identify project requirements, constraints, and risks to successfully completing the project on time and within budget.
- Proactively recommending cost effective and innovative approaches to resolve issues within project constraints.
- Implementing creative and innovative design/project delivery strategies to optimize space uses and connect/ with and compliment the surrounding communities/neighborhoods.
- Employing current and task-appropriate technology, to include BIM, presentation software, and virtual meeting platforms for the production of exceptional work. Concurrent with this expectation is that the architect's consultants follow this standard.
- Assuring that the project will support the relevant department mission, and accreditation standards, comply with best practices, and contribute to the built environment in quality of design, connectivity, and accessibility.
- Identifying opportunities in project development that tie into the strategic goals of the City.
- Performing feasibility studies, structural analysis, design analysis and other studies as required. Such studies shall require research and database creation to conduct studies and produce reports, investigations, drawings, sketches and cost estimates. Analyses shall include description of alternatives, estimates, conclusions and recommendations.
- Preparing and refining scopes, plans, specifications and cost estimates for design of buildings, structures, and similar construction.
- Providing constructability, ability to bid, and operability reviews on proposed construction projects, to cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involved in the project. The firm shall also provide prompt responses to Requests for Information (RFIs).
- Reviewing shop drawings, materials, fixtures, and equipment submittals and making recommendations for approval or disapproval.
- Live and virtual attendance and participation in regular meetings and conferences pertinent to the work. In addition to regular meetings, the Architect shall prepare for and attend periodic meetings held as requested by the City for discussion of questions and problems relating to the work being performed by the firm.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

HOURLY RATE SCHEDULE

2022 - 2023

LABOR CLASSIFICATION	RATE
Principal Architect	\$ 262.00 / Hour
Senior Construction Administrator	\$ 188.00 / Hour
Senior Project Manager	\$ 163.00 / Hour
Project Manager	\$ 144.00 / Hour
Production Technician III	\$ 125.00 / Hour
Production Technician II	\$ 116.00 / Hour
Production Technician I	\$ 108.00 / Hour
Administrator	\$ 96.00 / Hour

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e. As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner’s requirements for the Project.
- 2. Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WestStar Insurance PO Box 99105 El Paso TX 79999-9105	CONTACT NAME: Eric Swanson PHONE (A/C No. Ext): (915) 747-1038 E-MAIL ADDRESS: eric.swanson@weststar-insurance.com FAX (A/C No.): (915) 206-6552
INSURED Countryman & Co 108 S. Stanton 3rd Floor El Paso TX 79901	INSURER(S) AFFORDING COVERAGE INSURER A: General Ins. Co of America INSURER B: Underwriters at Lloyds, London INSURER C: INSURER D: INSURER E: INSURER F:
(915) 929-1827	NAIC # 24732

COVERAGES

CERTIFICATE NUMBER: Cert ID 6801

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BWG62552244	01/13/2022	01/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non Owned \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			PSK0137622406	01/13/2022	01/13/2023	Each Claim \$ 1,000,000 Aggregate Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Projects for Solicitation # 2022-08727R On-Call Professional Services - Architecture

City of El Paso is an Additional Insured when required by written contract as respects to General Liability, per attached Liability Broadening Endorsement BP8947 (04-18)

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso 218 N. Campbell El Paso TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic products
 - 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

9/28/2022

Date

Signature

Countryman & Co.

Company Name

Architect | Owner

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

9/28/2022
Date


Signature

Countryman & Co.
Company Name

Architect / Owner
Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and In*Situ Architecture, PLLC., a Domestic Limited Liability Company, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional architectural services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$750,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment “D”**.

3.2 CONSULTANT’S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

3.3 CONSULTANT’S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment “D”**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant’s fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
\$1,000,000.00
\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to: The City of El Paso
 Attn: City Engineer
 P.O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: In*Situ Architecture, PLLC
 Attn: William Helm II, Principal in Charge
 112 Texas Ave..
 El Paso, TX 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will


not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

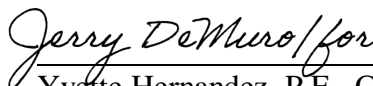
Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
IN*SITU ARCHITECTURE, PLLC.

By: William Helm II
Title: Principal in Charge

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

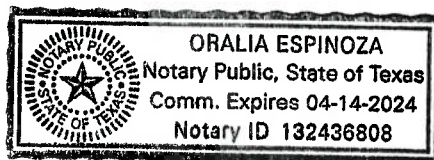
This instrument was acknowledged before me on this 27 day of SEPTEMBER 2022,
by William Helm II, as Principal in Charge of In*Situ Architecture, PLLC .

Oralia Espinoza

Notary Public, State of Texas

My commission expires:

04.14.2024



**ATTACHMENT “A”
SCOPE OF SERVICES**

SCOPE OF WORK

The architectural services contracts will be used on an on-call basis for the commission of all customary architectural services, from Schematic Design and Design Development through Construction Documents phases as well as Supplementary services. Services and their tangible products may include, but are not limited to:

- Turn-key Capital Project Design Development
- Coordination and Oversight of Sub-consultants, Service Providers, and Contractors
- Utility Coordination
- Programming and Space Planning
- Design Analysis and Briefs/Basis of Design reports
- Design/Construction Delivery Strategy Development
- Charrettes, Public Presentations, Graphic Design, Mapping and Information Graphics
- Virtual/On-line Project Team Meetings and Community Engagement
- Architectural Modeling and Rendering
- Building/Facility Conditions Assessments
- Feasibility Assessments
- Urban and Contextual Analysis, Site Master Planning
- Tactical Urbanism Design
- Cost Estimating and Budget Verification
- Code Analysis
- Sustainability Consulting
- Bid Support Services
- Construction Administration
- Accessibility Design
- As-Builts, BIM models, and digital project records
- Other architectural functions, assignments, and analyses as requested
- Monthly status reports on each project. Reports shall include project progression, completion, and percentages and invoices billed and paid.

Performance of Scope

The objective for all services shall be to provide exceptional design for El Paso. In general, the Architect's tasks shall likely include:

- Assembling, coordinating, and overseeing project team of subject matter experts as required.
- Overseeing field investigations including but not limited to traffic analyses, geotechnical investigations, land surveys, and archaeological/historic resources and environmental assessments, as required.
- Producing construction and/or permit drawings and specifications that iterate throughout each phase so that the final documents are coordinated, complete, within budget and constructible.
- Developing schedules and monitoring schedule performance; recommending mitigation measures for delays.

- Developing budgets and monitoring budget performance, recommending measures to mitigate cost over-runs and enforce compliance of the project budget.
- Working in conjunction with the Capital Improvement Department and the respective user departments to proactively, innovatively, and successfully identify project requirements, constraints, and risks to successfully completing the project on time and within budget.
- Proactively recommending cost effective and innovative approaches to resolve issues within project constraints.
- Implementing creative and innovative design/project delivery strategies to optimize space uses and connect/ with and compliment the surrounding communities/neighborhoods.
- Employing current and task-appropriate technology, to include BIM, presentation software, and virtual meeting platforms for the production of exceptional work. Concurrent with this expectation is that the architect's consultants follow this standard.
- Assuring that the project will support the relevant department mission, and accreditation standards, comply with best practices, and contribute to the built environment in quality of design, connectivity, and accessibility.
- Identifying opportunities in project development that tie into the strategic goals of the City.
- Performing feasibility studies, structural analysis, design analysis and other studies as required. Such studies shall require research and database creation to conduct studies and produce reports, investigations, drawings, sketches and cost estimates. Analyses shall include description of alternatives, estimates, conclusions and recommendations.
- Preparing and refining scopes, plans, specifications and cost estimates for design of buildings, structures, and similar construction.
- Providing constructability, ability to bid, and operability reviews on proposed construction projects, to cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involved in the project. The firm shall also provide prompt responses to Requests for Information (RFIs).
- Reviewing shop drawings, materials, fixtures, and equipment submittals and making recommendations for approval or disapproval.
- Live and virtual attendance and participation in regular meetings and conferences pertinent to the work. In addition to regular meetings, the Architect shall prepare for and attend periodic meetings held as requested by the City for discussion of questions and problems relating to the work being performed by the firm.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

September 23, 2022

Yvette Hernandez, P.E., City Engineer, Capital Improvement Department
City of El Paso Texas
218 N. Campbell, 2nd Floor
El Paso, Texas 79901

RE: SOLICITATION #2022-0872R
2022, ON-CALL PROFESSIONAL SERVICES - ARCHITECTURE

Ms. Hernandez,

Thank you once again for your consideration of In*Situ Architecture to provide professional services to the City of El Paso. In consideration of our selection for Solicitation #2022-0872R, On Call Professional Services - Architectural, the In*Situ Architecture team is pleased to offer the requested additional information and insurance certificates as follows:

Hourly Rate Schedule:

Principal - Project Architect / AIA	\$175.00
Project Architect - Design / AIA	\$150.00
Project Architect - Construction Admin	\$125.00
Project Manager - Design	\$100.00
Arch Design	\$ 75.00
Administrative	\$ 50.00

General Administrative Overhead Multiplier, Profit Mark-Up

Detailed breakdown - attached to this letter.

Certificate of Insurance

Attached to this letter

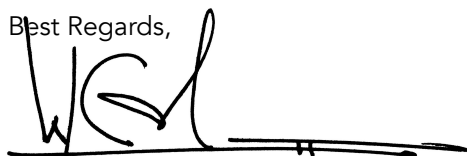
Required Forms

Form 1295 - attached to this letter.

Housed Bill 793 - attached to this letter.

Thanks for your consideration. We look forward to working with you once again under the new on-call agreement.

Best Regards,



William C. Helm II, AIA, NCARB
wchelm@insituarc.com

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d.** Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e.** As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2.** Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3.** As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1.** Consult with the Owner to determine the Owner’s requirements for the Project.
- 2.** Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

09.28.2022

Date

In*Situ Architecture

Company Name

Signature

Principal in Charge

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

09.28.2022

Date

Signature

In*Situ Architecture

Company Name

Principal in Charge

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **“Owner”**, and MNK Architects Inc., a Domestic For-Profit Corporation, hereinafter referred to as the **“Consultant”**.

WHEREAS, the Owner intends to engage the Consultant to perform professional architectural services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (**“Project”**) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$750,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment “D”**.

3.2 CONSULTANT’S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

3.3 CONSULTANT’S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment “D”**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant’s fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
\$1,000,000.00
\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
-----------------	--

To the Consultant:	MNK Architects Inc. Attn: C. Renee Jimenez, Principal 330 Eubank Ct. El Paso, TX 79902
--------------------	---

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will


not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:


Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

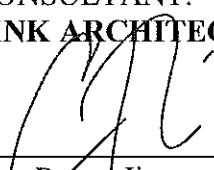
This instrument was acknowledged before me on this ____ day of _____,
20____, by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

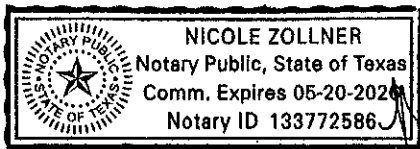
CONSULTANT:
MNK ARCHITECTS INC.


By: Renee Jimenez
Title: Principal

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 18TH day of SEPTEMBER, 2022,
by C. Renee Jimenez, as Principal of MNK Architects, Inc..



NICOLE ZOLLNER
Notary Public, State of Texas

My commission expires:

MAY 20, 2026

**ATTACHMENT “A”
SCOPE OF SERVICES**

SCOPE OF WORK

The architectural services contracts will be used on an on-call basis for the commission of all customary architectural services, from Schematic Design and Design Development through Construction Documents phases as well as Supplementary services. Services and their tangible products may include, but are not limited to:

- Turn-key Capital Project Design Development
- Coordination and Oversight of Sub-consultants, Service Providers, and Contractors
- Utility Coordination
- Programming and Space Planning
- Design Analysis and Briefs/Basis of Design reports
- Design/Construction Delivery Strategy Development
- Charrettes, Public Presentations, Graphic Design, Mapping and Information Graphics
- Virtual/On-line Project Team Meetings and Community Engagement
- Architectural Modeling and Rendering
- Building/Facility Conditions Assessments
- Feasibility Assessments
- Urban and Contextual Analysis, Site Master Planning
- Tactical Urbanism Design
- Cost Estimating and Budget Verification
- Code Analysis
- Sustainability Consulting
- Bid Support Services
- Construction Administration
- Accessibility Design
- As-Builts, BIM models, and digital project records
- Other architectural functions, assignments, and analyses as requested
- Monthly status reports on each project. Reports shall include project progression, completion, and percentages and invoices billed and paid.

Performance of Scope

The objective for all services shall be to provide exceptional design for El Paso. In general, the Architect's tasks shall likely include:

- Assembling, coordinating, and overseeing project team of subject matter experts as required.
- Overseeing field investigations including but not limited to traffic analyses, geotechnical investigations, land surveys, and archaeological/historic resources and environmental assessments, as required.
- Producing construction and/or permit drawings and specifications that iterate throughout each phase so that the final documents are coordinated, complete, within budget and constructible.
- Developing schedules and monitoring schedule performance; recommending mitigation measures for delays.

- Developing budgets and monitoring budget performance, recommending measures to mitigate cost over-runs and enforce compliance of the project budget.
- Working in conjunction with the Capital Improvement Department and the respective user departments to proactively, innovatively, and successfully identify project requirements, constraints, and risks to successfully completing the project on time and within budget.
- Proactively recommending cost effective and innovative approaches to resolve issues within project constraints.
- Implementing creative and innovative design/project delivery strategies to optimize space uses and connect/ with and compliment the surrounding communities/neighborhoods.
- Employing current and task-appropriate technology, to include BIM, presentation software, and virtual meeting platforms for the production of exceptional work. Concurrent with this expectation is that the architect's consultants follow this standard.
- Assuring that the project will support the relevant department mission, and accreditation standards, comply with best practices, and contribute to the built environment in quality of design, connectivity, and accessibility.
- Identifying opportunities in project development that tie into the strategic goals of the City.
- Performing feasibility studies, structural analysis, design analysis and other studies as required. Such studies shall require research and database creation to conduct studies and produce reports, investigations, drawings, sketches and cost estimates. Analyses shall include description of alternatives, estimates, conclusions and recommendations.
- Preparing and refining scopes, plans, specifications and cost estimates for design of buildings, structures, and similar construction.
- Providing constructability, ability to bid, and operability reviews on proposed construction projects, to cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involved in the project. The firm shall also provide prompt responses to Requests for Information (RFIs).
- Reviewing shop drawings, materials, fixtures, and equipment submittals and making recommendations for approval or disapproval.
- Live and virtual attendance and participation in regular meetings and conferences pertinent to the work. In addition to regular meetings, the Architect shall prepare for and attend periodic meetings held as requested by the City for discussion of questions and problems relating to the work being performed by the firm.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

CITY OF EL PASO CAPITAL IMPROVEMENT DEPARTMENT

OVERHEAD MULTIPLIER + PROFIT MARK-UP BREAKDOWN

Please note that consultants such as Geotechnical Engineer, Construction Materials Testing, Surveying, Roofing Consulting, Food Service Consulting, Testing and Balancing, Commissioning, and TDLR (Accessibility) Plan Review and Inspection provide fees per project, and not based on hourly rates.

	LIST OF LABOR CATEGORIES						
	RAW LABOR RATES (Based on an average of 52 weeks of labor per year.)	Indirect Rate (Overhead Costs) (175%)	Other Direct Costs (ODC) at cost (No Mark-Ups) (125%)	Proposed Rate of Profit (10%)	Vacancy Rate (8%)		
OFFICE MANAGEMENT CLASSIFICATION							
Office Manager	\$21.63	\$37.86	\$27.04	\$8.65	\$6.92	\$102.12	\$102.00
Administration Coordinator	\$24.04	\$42.07	\$30.05	\$9.62	\$7.69	\$113.46	\$113.00
Clerical	\$19.23	\$33.65	\$24.04	\$7.69	\$6.15	\$90.77	\$90.00
ARCHITECTURAL CLASSIFICATION							
Principal Architect	\$72.12	\$126.20	\$90.14	\$28.85	\$23.08	\$340.38	\$250.00
Associate Principal Architect	\$45.67	\$79.93	\$57.09	\$18.27	\$14.62	\$215.58	\$215.00
Sr. Project Architect	\$43.27	\$75.72	\$54.09	\$17.31	\$13.85	\$204.23	\$204.00
Project Architect	\$40.87	\$71.51	\$51.08	\$16.35	\$13.08	\$192.88	\$192.00
Associate Principal Sr. Project Manager	\$32.69	\$57.21	\$40.87	\$13.08	\$10.46	\$154.31	\$154.00
Sr. Project Manager	\$36.06	\$63.10	\$45.07	\$14.42	\$11.54	\$170.19	\$170.00
Project Manager	\$30.77	\$53.85	\$38.46	\$12.31	\$9.85	\$145.23	\$145.00
Associate Project Manager	\$31.25	\$54.69	\$39.06	\$12.50	\$10.00	\$147.50	\$147.00
Architectural Intern	\$22.12	\$38.70	\$27.64	\$8.85	\$7.08	\$104.38	\$104.00
Intern	\$15.87	\$27.76	\$19.83	\$6.35	\$5.08	\$74.88	\$75.00
Sr. Specification Writer	\$38.46	\$67.31	\$48.08	\$15.38	\$12.31	\$181.54	\$181.00
Specification Writer	\$33.65	\$58.89	\$42.07	\$13.46	\$10.77	\$158.85	\$159.00
Educational Planner	\$40.87	\$71.51	\$51.08	\$16.35	\$13.08	\$192.88	\$192.00
Associate Principal Sr. Construction Administrator	\$40.87	\$71.51	\$51.08	\$16.35	\$13.08	\$192.88	\$192.00
Sr. Construction Administrator	\$43.27	\$75.72	\$54.09	\$17.31	\$13.85	\$204.23	\$204.00
Associate Construction Administrator	\$28.85	\$50.48	\$36.06	\$11.54	\$9.23	\$136.15	\$136.00
Construction Administrator	\$24.04	\$42.07	\$30.05	\$9.62	\$7.69	\$113.46	\$113.00
INTERIOR DESIGN CLASSIFICATION							
Associate Principal Interior Designer	\$38.46	\$67.31	\$48.08	\$15.38	\$12.31	\$181.54	\$181.00
Senior Interior Designer	\$33.65	\$58.89	\$42.07	\$13.46	\$10.77	\$158.85	\$159.00
Interior Designer I	\$28.85	\$50.48	\$36.06	\$11.54	\$9.23	\$136.15	\$136.00
Interior Designer II	\$26.44	\$46.27	\$33.05	\$10.58	\$8.46	\$124.81	\$125.00
Interior Designer III	\$21.63	\$37.86	\$27.04	\$8.65	\$6.92	\$102.12	\$102.00
TECHNICIANS CLASSIFICATION							
BIM Manager	\$26.44	\$46.27	\$33.05	\$10.58	\$8.46	\$124.81	\$125.00
Drafter	\$21.63	\$37.86	\$27.04	\$8.65	\$6.92	\$102.12	\$102.00
Render	\$21.63	\$37.86	\$27.04	\$8.65	\$6.92	\$102.12	\$102.00
Project Estimator	\$28.85	\$50.48	\$36.06	\$11.54	\$9.23	\$136.15	\$136.00
Technician	\$20.67	\$36.18	\$25.84	\$8.27	\$6.62	\$97.58	\$97.00
STRUCTURAL CLASSIFICATION							
Senior Principal Engineer	\$72.12	\$126.20	\$90.14	\$28.85	\$23.08	\$340.38	\$295.00
Principal Engineer	\$48.08	\$84.13	\$60.10	\$19.23	\$15.38	\$226.92	\$225.00
Associate Principal Engineer	\$45.67	\$79.93	\$57.09	\$18.27	\$14.62	\$215.58	\$215.00
Senior Project Engineer	\$40.87	\$71.51	\$51.08	\$16.35	\$13.08	\$192.88	\$192.00
Project Engineer	\$33.65	\$58.89	\$42.07	\$13.46	\$10.77	\$158.85	\$158.00
Staff Engineer	\$26.44	\$46.27	\$33.05	\$10.58	\$8.46	\$124.81	\$120.00

INDIRECT RATE AND ODC CALCULATIONS

C. TOTAL INDIRECT RATE (OVERHEAD COSTS)	\$	398,558.79
AVE OC / HR, Based on 52 Wks / Yr.		\$191.61
D. TOTAL OTHER DIRECT COSTS (ODC)	\$	690,393.04
AVE ODC / HR, Based on 52 Wks / Yr.		\$331.92

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
- e. As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner’s requirements for the Project.
- 2. Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Risk Specialty Group, LLC 675 Bering Dr, Ste. 175 Houston TX 77057	CONTACT NAME: Leah Calloway PHONE (A/C, No, Ext): 713-552-1900 FAX (A/C, No): 713-513-5411 E-MAIL ADDRESS: lcalloway@risksspecialtygroup.com
INSURED MNK Architects, Inc. 330 Eubank Court El Paso TX 79902	INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1119818819**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability "claims made"		Y	PRB0619114735	8/16/2022	8/16/2023	Per Claim Limit Aggregate Limit \$2,000,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso
Capital Improvement Dept.
218 N. Campbell
El Paso TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic products
 - 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

09/27/2022

Date



Signature

MNK Architects, Inc.

Company Name

Principal Architect

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

09/28/2022

Date

Signature

MNK Architects, Inc.

Company Name

Principal Architect

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.



On-call Professional Services Architecture

Solicitation No: 2022-0872R

October 11, 2022

Strategic Plan Goal:

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

7.2 Improve competitiveness through infrastructure improvements impacting the quality of life.

Contract Details



Location:	City-wide
Contract Value:	\$750,000/contract
Contract Term:	Two years
Funding Source:	Capital plans, bond programs, enterprise funds

Scope of Services



- On-call professional architectural services facilities.
 - ✓ Architectural Modeling and Rendering
 - ✓ Building/Facility Conditions Assessments
 - ✓ Feasibility Assessments
 - ✓ Urban and Contextual Analysis, Site Master Planning
 - ✓ Tactical Urbanism Design
 - ✓ Cost Estimating and Budget Verification
 - ✓ Code Analysis
 - ✓ Sustainability Consulting
 - ✓ Bid Support Services and Construction Administration
 - ✓ Accessibility Design
 - ✓ As-Builts, BIM models, and digital project records



Procurement Summary



- Request for Qualifications advertised on July 15, 2022
 - ✓ Nineteen (19) firms submitted Statements of Qualifications, 17/19 were local or have local offices.
 - ✓ Selection based on qualifications and experience.
- Recommendation
 - ✓ Award contracts to the six highest ranked firms :

Alvidrez Architecture, Inc.	Countryman & Co., PLLC
Brown Reynolds Watford Architects, Inc.	In*Situ Architecture, PLLC
Carl Daniel Architects, Inc.	MNK Architects, Inc.



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Misión

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



Visión

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



Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



Legislation Text

File #: 22-1301, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

Capital Improvements, Yvette Hernandez, (915) 212-1860

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 7.4 Continue the strategic investment in City facilities and technology

Award Summary:

Discussion and action on the award of Solicitation 2022-0678 Job Order Contracting and Facilities Construction to Veliz Company, LLC dba Veliz Construction, Keystone GC, LLC and Jordan Foster Construction, LLC. Each contract has an initial term of two (2) and three (3), one (1) year options. The length of each contract including the initial term plus options is five (5) years for an estimated total aggregate of \$20,000,000.00. The award of the contracts will allow to perform maintenance, repair, alteration, renovation, remediation, or minor construction for City of El Paso facilities using the Job Order contract method.

Award to: Contractor 1 Veliz Company, LLC dba Veliz Construction
El Paso, TX

Initial Term: 2 years

Option to Extend: Three (3), one (1) year terms

Award to: Contractor 2 Keystone GC, LLC
El Paso, TX

Initial Term: 2 years

Option to Extend: Three (3), one (1) year terms

Award to: Contractor 3 Jordan Foster Construction, LLC
El Paso, TX

Initial Term: 2 years

Option to Extend: Three (3), one (1) year terms

Total Estimated Award:	\$20,000,000.00 (5 years)
Account No.:	Various
Funding Source:	2012 Quality of Life Bond, 2019 Public Safety Bond and Capital Improvement Plans
District(s):	All

This is a Competitive Sealed Proposal, Requirements Contract.

The Purchasing & Strategic Sourcing and the Capital Improvement departments recommend award as indicated to Veliz Company, LLC dba Veliz Construction Keystone GC, LLC and Jordan Foster Construction, LLC the highest ranked offerors based on evaluation factors established for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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: October 11, 2022

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860

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: 7.4 – Continue the strategic investment in City facilities and technology

SUBJECT:

Discussion and action on the award of solicitation 2022-0678 Job Order Contracting and Facilities Construction to Veliz Company, LLC dba Veliz Construction, Keystone GC, LLC and Jordan Foster Construction, LLC. Each contract has an initial term of two (2) and three (3), one (1) year options. The length of each contract including the initial term plus options is five (5) years for an estimated total aggregate of \$20,000,000.00.

BACKGROUND / DISCUSSION:

A Job Order Contract is an indefinite-delivery indefinite-quantity (IDIQ) contract to perform maintenance, repair, alteration, renovation, remediation, or minor construction on City facilities on a task order basis. This contract will pre-established prices and a coefficient to be used for each task order issued under this contract. This contracting method eliminates the need to procure each project separately allowing some time efficiencies on the delivery of qualified construction projects. The City has used Job Order Contracting for a number of renovation projects including recently completed and on-going renovations of library branches and fire stations.

SELECTION SUMMARY:

Solicitation was advertised on May 3, 2022 and May 10, 2022. The solicitation was posted on City website on May 3, 2022. The email (Purmail) notification was sent out on May 5, 2022. There were a total sixty-eight (68) viewers online; eight (8) proposals were received; five (5) from local suppliers.

CONTRACT VARIANCE:

No contract variance in comparison so previous contract awarded.

PROTEST

Two (2) protests were received for this requirement resolved and closed.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$20,000,000.00

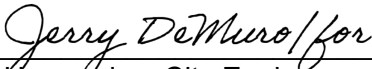
Funding Source: Quality of Life and Public Safety Bonds and Capital Improvement Plans

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD: Assistant Director Capital Improvement



Yvette Hernandez, City Engineer

**COUNCIL PROJECT FORM
(Competitive Sealed Proposal)**

*****POSTING LANGUAGE BELOW*****

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **October 11, 2022.**

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

The linkage to the Strategic Plan is subsection 7.4 Continue the strategic investment in City facilities and technology

Award Summary:

Discussion and action on the award of solicitation 2022-0678 Job Order Contracting and Facilities Construction to Veliz Company, LLC dba Veliz Construction, Keystone GC, LLC and Jordan Foster Construction, LLC. Each contract has an initial term of two (2) and three (3), one (1) year options. The length of each contract including the initial term plus options is five (5) years for an estimated total aggregate of \$20,000,000.00. The award of the contracts will allow to perform maintenance, repair, alteration, renovation, remediation, or minor construction for City of El Paso facilities using the Job Order contract method.

Award to: Contractor 1	Veliz Company, LLC dba Veliz Construction El Paso, TX
Initial Term:	2 years
Option to Extend:	Three (3), one (1) year terms
Award to: Contractor 2	Keystone GC, LLC El Paso, TX
Initial Term:	2 years
Option to Extend:	Three (3), one (1) year terms
Award to: Contractor 3	Jordan Foster Construction, LLC El Paso, TX
Initial Term:	2 years
Option to Extend:	Three (3), one (1) year terms
Total Estimated Award:	\$20,000,000.00 (5 years)
Account No.:	Various
Funding Source:	2012 Quality of Life Bond, 2019 Public Safety Bond and Capital Improvement Plans
District(s):	All

This is a Competitive Sealed Proposal, Requirements Contract.

The Purchasing & Strategic Sourcing and the Capital Improvement departments recommend award as indicated to Veliz Company, LLC dba Veliz Construction Keystone GC, LLC and Jordan Foster Construction, LLC the highest ranked offerors based on evaluation factors established for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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.

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET - 2nd Revision
2022-0678 Job Order Contracting and Facilities Construction

Evaluation Factors	Maximum Points	Veliz Company, LLC	Keystone GC, LLC	Jordan Foster Construction, LLC	Globe Builders, Inc.	Amstar, Inc.	Global Maven Enterprises, LLC	G Sandoval Construction, Inc.	Mirador Enterprises, Inc.
Factor A: Coefficients	25	25.00	22.55	20.46	24.52				
Factor B - General Contractor Comparable Experience	20	17.75	18.50	17.48	5.79				
Factor C - Organizational Structure and Business Practices	25	21.25	15.13	16.38	15.63	Non-responsive to all the requirements in solicitation	Non-responsive to all the requirements in solicitation	Non-responsive to all the requirements in solicitation	Non-responsive to all the requirements in solicitation
Factor D - Quality of Goods and Services	10	8.75	7.50	8.25	9.00				
Factor E - Safety Performance	10	9.75	9.50	9.50	5.33				
Factor F - Sample Project	10	8.75	9.25	9.25	9.25				
Total Points	100	91.25	82.43	81.32	69.52				
Ranking		1	2	3	4				

APPROVED:  10/3/2022
Purchasing & Strategic Sourcing Director Date

APPROVED:  10/3/22
City Engineer Date

View List

2022-0678 Job Order Contracting and Facilities Construction

NAME	COMPANY
1 Jensen, David	1 Priority
2 Solis, Bernardo	915-231-8839
3 Gallegos, Mari	Abescape
4 Dittmar, Mark	Access Communication
5 Carrisal, Atanacio	Amstar, Inc.
6 Rugh, John	AMTEK
7 Contreras, Javier	APJ Construction, In
8 DIAZ, REBECA	AREDI Enterprises, L
9 John, Aboumrad	AssuredPartners of T
10 Panahi, John	Banes General Contra
11 Allen, Darrell	BCA
12 Luna, Larry	Bella Luna Engineeri
13 Reyes, Carlos	Black stallion Contr
14 Anguiano, Carlos	Border Demolition
15 burke, wiliam	Burke Insurance Grou
16 Aguilar, Francisco	Burman
17 Arguijo, Carlos	CARDINA
18 thomas, lavicent	CNH CONSTRUCTION LLC
19 STINSON, MORGAN	ConstructConnect
20 Wood, Jane	Construction Reporte
21 Management, Source	Deltek
22 Hudson, Brad	Direx Construction,
23 Loganathan, Jayalakshmi	Dodge Data And Analy
24 Soto, Daniel	DRS Rock Materials,
25 Zubiate, Berta	Efficio Construction
26 Escobedo, Mario	EGL Construction Inc
27 Molina, Ytzal	El Roi Construction
28 Ross, Chris	EMJ Construction
29 Dominguez, Luis	Enotsyek
30 SIMS, EPHRAM	ENTELETELLC
31 Mireles, Maria	EPHCC
32 Lamoreaux, Mary	eRepublic, Inc.
33 Jaramillo, Jorge	Fulcrum Contracting
34 Sandra, Garcia	Gateway General Cont
35 Castillo, Marcos	Globe Builders
36 Sambrano, Michael	Gracen Eng. And Cons
37 Askar, Azzam	GRASS MASTERS LLC
38 Mulligan, Matthew	HB Construction
39 Cadena, Danielle	Holiday Inn Express
40 De Stefano, Luis Rene	Horizone Const. 1 LT
41 Balai, Rakesh	i- Sourcing Technolo
42 Gaynor, Shabron	IMS
43 Paredes, Raul	Jobe Materials

View List

2022-0678 Job Order Contracting and Facilities Construction

NAME	COMPANY
44 Kim, Candee	Jordan Foster Constr
45 Michael, Guillen	Keystone
46 Guillen, Francisco	Keystone GC, LLC.
47 Construction, Lesna	Lesna Construction
48 mota, pablo	Martinez Brothers Co
49 Scranton, Beatrice	Mirador Enterprises
50 Briseno, Fernando	Mission Trail Constr
51 Quintanilla, Veronica	Moreno Cardenas Inc.
52 Coronado, Joaquin	New Republic
53 Doe, John	Pacific Inc
54 Silva, Luis	Perikin Enterprises
55 Salgado, Ramon	Pride General Contra
56 Jones, Kim	Prime Vendor Inc.
57 Sanchez, Lynette	Royal Electric
58 Torres, Elizabeth	SigmCon
59 Bjornsson, Ron	Smartprocure
60 ALLEN, STEVE	SPARTAN CONSTRUCTION
61 Hernandez, Cecilia	The PlanIt Room
62 Maynez, Alejandra	VEMAC
63 Olguin, Jeannette	Vitual Builders Exch
64 Austin, Fork	Wayne Enterprises
65 Banks, Archie	Zayza Irrigation and
66 Banquil, Lovely	
67 Sierra, Idaly	
68 Watson, Frank	



Legislation Text

File #: 22-1313, 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

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Capital Improvement, Yvette Hernandez, (915) 212-1845

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:

Discussion and action on the award of Solicitation 2022-0747 Rojas Drive Widening to International Eagle Enterprise, Inc. for an estimated award of \$12,024,880.90. This project consists of the widening of existing Rojas Dr. from a four-lane roadway to a six - lane divided facility new construction of asphalt and concrete pavement, medians, illumination, signing and striping, shared use path, traffic signalization, landscaping, drainage improvements and ADA compliant facilities.

Department:	Capital Improvement
Award to:	International Eagle Enterprise, Inc. El Paso, TX
Item(s):	Base Bid I and Base Bid II
Initial Term:	337 Standard Work Week Days
Base Bid I:	\$10,550,550.90
Base Bid II:	\$1,474,330.00
Total Estimated Award:	\$12,024,880.90
Funding Source:	Federal Highway Administration, 2011 Certificates of Obligation and 2018 Certificates of Obligation
Accounts:	190-4530-28330-580270-PCP20TRAN05 190-4741-38290-580270-PCP20TRAN05 190-4950-38170-580270-PCP20TRAN05 190-4970-38230-580270-PCP20TRAN05
District(s):	6

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to International Eagle Enterprise, Inc., the lowest responsive and responsible bidder.

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

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: October 11, 2022

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1845

Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing,
(915)212-1218

DISTRICT(S) AFFECTED: 6

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:

Discussion and action on the award of solicitation 2022-0747 Rojas Drive Widening to International Eagle Enterprise, Inc. for a Base Bid I: \$10,550,550.90 and Base Bid II: \$1,474,330.00 for a total estimated award of \$12,024,880.90.

BACKGROUND / DISCUSSION:

This project consists of the widening of existing Rojas Dr. from a four-lane roadway to a six - lane divided facility new construction of asphalt and concrete pavement, medians, illumination, signing and striping, shared use path, traffic signalization, landscaping, and ADA compliant facilities. Project includes drainage improvements consisting of installing new storm water reinforced concrete pipe, concrete box culverts, concrete collars, junction boxes, and manholes where identified within project limits. In addition, project includes water improvements consisting on the installation of a water main and fittings within project limits.

SELECTION SUMMARY:

Solicitation was advertised on July 12, 2022, July 19, 2022 and July 27, 2022. The solicitation was posted on City website on July 12, 2022. The email (Purmail) notification was sent out on July 14, 2022. There was a total of seventy five (75) viewers online; four (4) bids were received; three (3) being from local suppliers.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$12,024,880.90

Funding Source: Federal Highway Administration, 2011 Certificates of Obligation, and 2018 Certificates of Obligation

Accounts: 190-4950-38170-580270-PCP20TRAN05

190-4741-38290-580270- PCP20TRAN05

190-4530-28330-580270-PCP20TRAN05

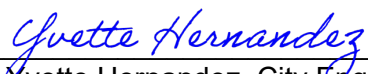
190-4970-38230-580270-PCP20TRAN05

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Yvette Hernandez, City Engineer

**COUNCIL PROJECT FORM
(Low Bid)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **Regular Agenda** for the Council Meeting of **October 11, 2022**.

STRATEGIC GOAL 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:

Discussion and action on the award of solicitation 2022-0747 Rojas Drive Widening to International Eagle Enterprise, Inc. for an estimated award of \$12,024,880.90. This project consists of the widening of existing Rojas Dr. from a four-lane roadway to a six - lane divided facility new construction of asphalt and concrete pavement, medians, illumination, signing and striping, shared use path, traffic signalization, landscaping, drainage improvements and ADA compliant facilities.

Department:	Capital Improvement
Award to:	International Eagle Enterprise, Inc. El Paso, TX
Item(s):	Base Bid I and Base Bid II
Initial Term:	337 Standard Work Week Days
Base Bid I:	\$10,550,550.90
Base Bid II:	\$1,474,330.00
Total Estimated Award:	\$12,024,880.90
Funding Source:	Federal Highway Administration, 2011 Certificates of Obligation and 2018 Certificates of Obligation
Accounts:	190-4530-28330-580270-PCP20TRAN05 190-4741-38290-580270-PCP20TRAN05 190-4950-38170-580270-PCP20TRAN05 190-4970-38230-580270-PCP20TRAN05
District(s):	6

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to International Eagle Enterprise, Inc., the lowest responsive and responsible bidder.

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

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

2022-0747 Rojas Drive Wideing

	Contractor	Base Bid I	Base Bid II	Sum Total Base Bid I and Sum Total of Base Bid II
1	International Eagle	\$10,550,550.90	\$1,474,330.00	\$12,024,880.90
2	Allen Concrete, LLC	\$12,203,242.05	\$1,832,550.50	\$14,035,792.55
3	Dan Williams Company	\$13,781,092.79	\$1,207,356.00	\$14,988,448.79
4	Jordan Foster	\$13,688,194.60	\$1,315,350.00	\$15,003,544.60



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
1	500	6001	MOBILIZATION	LS	1	\$318,993.27	\$318,993.27	\$1,200,000.00	\$1,200,000.00	\$525,000.00	\$525,000.00	
2	100	6002	PREPARING ROW	STA	53	\$2,800.00	\$148,400.00	\$1,600.00	\$84,800.00	\$300.00	\$15,900.00	
3	100	6006	PREP ROW (TREE)(LESS THAN 24" DIA)	EA	34	\$350.00	\$11,900.00	\$175.00	\$5,950.00	\$160.00	\$5,440.00	
4	104	6017	REMOVING CONC(DRIVEWAYS)	SY	1,421	\$13.50	\$19,183.50	\$11.00	\$15,631.00	\$25.00	\$35,525.00	
5	104	6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	17,498	\$2.50	\$43,745.00	\$3.00	\$52,494.00	\$6.00	\$104,988.00	
6	104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	3,774	\$13.50	\$50,949.00	\$8.00	\$30,192.00	\$20.00	\$75,480.00	
7	104	6044	REMOVING CONC (FLUME)	SY	11	\$46.00	\$506.00	\$60.00	\$660.00	\$100.00	\$1,100.00	
8	105	6038	REMOVING STAB BASE AND ASPH PAV (11")	SY	42,531	\$2.45	\$104,200.95	\$2.25	\$95,694.75	\$8.50	\$361,513.50	

1102

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
9	110	110	EXCAVATION (ROADWAY)	CY	16,850	\$10.25	\$172,712.50	\$18.00	\$303,300.00	\$9.00	\$151,650.00	
10	132	132	EMBANKMENT (FINAL) (DENS CONT) (TY A)	CY	2,972	\$14.00	\$41,608.00	\$16.00	\$47,552.00	\$18.00	\$53,496.00	
11	170	170	IRRIGATION SYSTEM	LS	1	\$367,500.00	\$367,500.00	\$386,500.00	\$386,500.00	\$200,000.00	\$200,000.00	
12	192	192	PLANT MATERIAL (1-GAL)	EA	235	\$31.50	\$7,402.50	\$25.00	\$5,875.00	\$40.00	\$9,400.00	
13	192	192	PLANT MATERIAL (5-GAL)	EA	1,979	\$42.00	\$83,118.00	\$55.05	\$108,943.95	\$55.00	\$108,845.00	
14	192	192	VEGETATION BARRIER	SY	6,978	\$2.10	\$14,653.80	\$2.75	\$19,189.50	\$3.25	\$22,678.50	
15	192	192	PLANT MATERIAL (MIN 3" CAL) (B&B)	EA	291	\$630.00	\$183,330.00	\$800.00	\$232,800.00	\$475.00	\$138,225.00	
16	193	193	PLANT MAINTENANCE	MO	12	\$1,050.00	\$12,600.00	\$1,950.00	\$23,400.00	\$1,200.00	\$14,400.00	

1103

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
17	193	6003	PLANT REPLACEMENT (1-GAL)	EA	46	\$31.50	\$1,449.00	\$23.80	\$1,094.80	\$46.00	\$2,116.00	
18	193	6005	PLANT REPLACEMENT (5-GAL)	EA	396	\$42.00	\$16,632.00	\$55.05	\$21,799.80	\$85.00	\$33,660.00	
19	193	6007	IRRIGATION SYSTEM OPER AND MAINT	MO	12	\$1,050.00	\$12,600.00	\$1,215.00	\$14,580.00	\$1,200.00	\$14,400.00	
20	193	6011	PLANT REPLACEMENT (65-GAL)	EA	58	\$630.00	\$36,540.00	\$700.00	\$40,600.00	\$650.00	\$37,700.00	
21	1002	6029	LANDSCAPE AMENITY (BOULDER)	EA	234	\$315.00	\$73,710.00	\$295.00	\$69,030.00	\$300.00	\$70,200.00	
22	1005	6001	LOOSE AGGR FOR GROUND COVER (TYPE I)	CY	497	\$126.00	\$62,622.00	\$110.00	\$54,670.00	\$75.00	\$37,275.00	
23	1005	6002	LOOSE AGGR FOR GROUND COVER (TYPE II)	CY	178	\$262.50	\$46,725.00	\$200.00	\$35,600.00	\$75.00	\$13,350.00	
24	247	6061	FL BS (CMP IN PLC)(TYA GR1-2) (6")	SY	47,896	\$12.50	\$598,700.00	\$12.00	\$574,752.00	\$9.00	\$431,064.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
25	310	6005	PRIME COAT (AE-P)	GAL	7,184	\$7.00	\$50,288.00	\$7.00	\$50,288.00	\$7.50	\$53,880.00	
26	351	6006	FLEXIBLE PAVEMENT STRUCTURE REPAIR(10")	SY	7,107	\$78.00	\$554,346.00	\$40.00	\$284,280.00	\$23.00	\$163,461.00	
27	360	6004	CONC PVMT (CONT REINF - CRCP) (10")	SY	45,921	\$98.00	\$4,500,258.00	\$105.00	\$4,821,705.00	\$70.00	\$3,214,470.00	
28	3076	6040	D-GR HMA TY-D PG70-22	TON	5,497	\$129.00	\$709,113.00	\$135.00	\$742,095.00	\$93.00	\$511,221.00	
29	401	6001	FLOWABLE BACKFILL	CY	701	\$113.00	\$79,213.00	\$200.00	\$140,200.00	\$125.00	\$87,625.00	
30	402	6001	TRENCH EXCAVATION PROTECTION	LF	1,273	\$12.60	\$16,039.80	\$1.75	\$2,227.75	\$3.50	\$4,455.50	
31	416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	208	\$339.00	\$70,512.00	\$325.00	\$67,600.00	\$355.00	\$73,840.00	
32	416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	12	\$363.00	\$4,356.00	\$335.00	\$4,020.00	\$380.00	\$4,560.00	

1105

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Allen Concrete, LLC El Paso, TX BIDDER 1 OF 4		Dan Williams Company Austin, TX BIDDER 2 OF 4		International Eagle Enterprises, Inc. El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
33	416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	40	\$383.00	\$15,320.00	\$365.00	\$14,600.00	\$400.00	\$16,000.00	
34	420	6007	CL A CONC (FLUME)	CY	12	\$2,550.00	\$30,600.00	\$2,400.00	\$28,800.00	\$500.00	\$6,000.00	
35	420	6071	CL A CONC (COLLAR)	EA	24	\$1,200.00	\$28,800.00	\$600.00	\$14,400.00	\$240.00	\$5,760.00	
36	420	ELP1	CL A CONC (FLUME)(SPL)	CY	11	\$1,015.00	\$11,165.00	\$1,200.00	\$13,200.00	\$500.00	\$5,500.00	
37	450	6048	RAIL (HANDRAIL) (TY B)	LF	20	\$152.00	\$3,040.00	\$500.00	\$10,000.00	\$260.00	\$5,200.00	
38	462	6003	CONC BOX CULV (4 FT X 2 FT)	LF	425	\$323.40	\$137,445.00	\$300.00	\$127,500.00	\$300.00	\$127,500.00	
39	462	6007	CONC BOX CULV (5 FT X 3 FT)	LF	252	\$464.31	\$117,006.12	\$400.00	\$100,800.00	\$385.00	\$97,020.00	
40	462	6099	CONC BOX CULV (6 FT X 2 FT)	LF	154	\$512.82	\$78,974.28	\$450.00	\$69,300.00	\$500.00	\$77,000.00	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening	BID NO: 2022-0747
BID DATE: August 10, 2022	DEPARTMENT: Capital Improvement

						Allen Concrete, LLC El Paso, TX BIDDER 1 OF 4		Dan Williams Company Austin, TX BIDDER 2 OF 4		International Eagle Enterprises, Inc. El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
41	464	6005	RC PIPE (CL III) (24 IN)	LF	536	\$107.42	\$57,577.12	\$90.00	\$48,240.00	\$105.00	\$56,280.00	
42	464	6007	RC PIPE (CL III) (30 IN)	LF	217	\$146.69	\$31,831.73	\$130.00	\$28,210.00	\$160.00	\$34,720.00	
43	464	6017	RC PIPE (CL IV)(18 IN)	LF	16	\$114.35	\$1,829.60	\$105.00	\$1,680.00	\$280.00	\$4,480.00	
44	464	6018	RC PIPE (CL IV) (24 IN)	LF	374	\$123.59	\$46,222.66	\$110.00	\$41,140.00	\$130.00	\$48,620.00	
45	464	6025	RC PIPE (CL V) (18 IN)	LF	26	\$113.19	\$2,942.94	\$120.00	\$3,120.00	\$150.00	\$3,900.00	
46	465	6002	MANH (COMPL) (PRM)(48IN)	EA	1	\$3,234.00	\$3,234.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	
47	465	465	MANH (COMPL) (PRM) (60 IN)	EA	3	\$4,042.50	\$12,127.50	\$5,500.00	\$16,500.00	\$4,600.00	\$13,800.00	
48	465	465	MANH (COMPL) (PRM) (72 IN)	EA	1	\$6,006.00	\$6,006.00	\$7,500.00	\$7,500.00	\$6,400.00	\$6,400.00	

1107

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2022-0747

BID DATE: August 10, 2022

DEPARTMENT: Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
49	465	6011	JCTBOX(COMPL)(PJB)(6FTX6FT)	EA	2	\$4,851.00	\$9,702.00	\$6,000.00	\$12,000.00	\$7,000.00	\$14,000.00	
50	465	6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	EA	3	\$7,623.00	\$22,869.00	\$10,000.00	\$30,000.00	\$10,000.00	\$30,000.00	
51	465	6188	INLET (COMPL) (DROP) (TY I) (2 GRATE)	EA	1	\$4,949.18	\$4,949.18	\$6,500.00	\$6,500.00	\$5,600.00	\$5,600.00	
52	465	6189	INLET (COMPL) (DROP) (TY I) (3 GRATE)	EA	2	\$9,586.50	\$19,173.00	\$11,000.00	\$22,000.00	\$9,400.00	\$18,800.00	
53	465	ELP1	INLET (COMPL) (DROP) (TY I) (4 GRATE)	EA	2	\$10,626.00	\$21,252.00	\$12,000.00	\$24,000.00	\$10,200.00	\$20,400.00	
54	465	ELP2	INLET (COMPL) (DROP) (TY I) (5 GRATE)	EA	2	\$13,629.00	\$27,258.00	\$15,000.00	\$30,000.00	\$13,000.00	\$26,000.00	
55	465	ELP3	INLET (CIP) (DROP) (TY I) (3 GRATE)	EA	1	\$11,500.00	\$11,500.00	\$9,500.00	\$9,500.00	\$8,500.00	\$8,500.00	
56	465	ELP4	INLET (CIP) (DROP) (TY I) (4 GRATE)	EA	1	\$13,600.00	\$13,600.00	\$11,500.00	\$11,500.00	\$11,000.00	\$11,000.00	

1108

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2022-0747

BID DATE: August 10, 2022

DEPARTMENT: Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S,P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
57	465	ELP5	INLET (CIP) (DROP) (TY I) (5 GRATE)	EA	1	\$15,500.00	\$15,500.00	\$12,500.00	\$12,500.00	\$13,000.00	\$13,000.00	
58	465	ELP5	JCT BOX (CIP)(SPL)	EA	1	\$18,600.00	\$18,600.00	\$20,000.00	\$20,000.00	\$12,500.00	\$12,500.00	
59	479	6001	ADJUSTING MANHOLES	EA	3	\$845.25	\$2,535.75	\$1,300.00	\$3,900.00	\$1,200.00	\$3,600.00	
60	479	6004	ADJUSTING MANHOLES (SANITARY)	EA	20	\$850.50	\$17,010.00	\$1,300.00	\$26,000.00	\$500.00	\$10,000.00	
61	479	6005	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	11	\$850.50	\$9,355.50	\$700.00	\$7,700.00	\$850.00	\$9,350.00	
62	479	6008	ADJUSTING MANHOLES (WATER METER)	EA	3	\$845.25	\$2,535.75	\$700.00	\$2,100.00	\$1,000.00	\$3,000.00	
63	479	6010	ADJUSTING MANHOLES (ELECTRIC BOX)	EA	8	\$2,704.00	\$21,632.00	\$2,575.00	\$20,600.00	\$2,840.00	\$22,720.00	
64	479	6011	ADJUSTING MANHOLES (IRRIGATION BOX)	EA	1	\$892.50	\$892.50	\$700.00	\$700.00	\$500.00	\$500.00	

1109

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
65	479	479	ADJUSTING MANHOLES (COMMUNICATION BOX)	EA	24	\$2,410.00	\$57,840.00	\$2,296.00	\$55,104.00	\$2,525.00	\$60,600.00	
66	479	479	ADJUSTING MANHOLES (WATER VAULT BOX)	EA	13	\$2,075.00	\$26,975.00	\$700.00	\$9,100.00	\$850.00	\$11,050.00	
67	479	479	ADJUSTING MANHOLES (GAS VALVE)	EA	3	\$1,890.00	\$5,670.00	\$700.00	\$2,100.00	\$1,200.00	\$3,600.00	
68	479	479	ADJUSTTING BACKFLOW PREVENTER	EA	8	\$7,245.00	\$57,960.00	\$700.00	\$5,600.00	\$1,000.00	\$8,000.00	
69	479	479	ADJUSTING FIBER OPTIC MARKERS	EA	17	\$530.00	\$9,010.00	\$505.00	\$8,585.00	\$555.00	\$9,435.00	
70	479	479	ADJUSTING TRAFFIC SGNL BOX	EA	2	\$1,800.00	\$3,600.00	\$1,715.00	\$3,430.00	\$1,900.00	\$3,800.00	
71	479	479	ADJUSTING GAS TEST STATION	EA	3	\$2,205.00	\$6,615.00	\$1,300.00	\$3,900.00	\$850.00	\$2,550.00	
72	479	479	ADJUSTING GAS METER	EA	1	\$1,890.00	\$1,890.00	\$700.00	\$700.00	\$800.00	\$800.00	

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2022-0747

BID DATE: August 10, 2022

DEPARTMENT: Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
73	496	6032	REMOVE STR (ROCKWALL)	EA	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	
74	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	17	\$4,200.00	\$71,400.00	\$20,500.00	\$348,500.00	\$20,000.00	\$340,000.00	
75	506	6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	1,560	\$16.00	\$24,960.00	\$23.00	\$35,880.00	\$25.00	\$39,000.00	
76	506	6024	CONSTRUCTION EXITS (REMOVE)	SY	1,560	\$6.00	\$9,360.00	\$8.50	\$13,260.00	\$8.00	\$12,480.00	
77	506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	23,311	\$3.50	\$81,588.50	\$3.35	\$78,091.85	\$4.50	\$104,899.50	
78	506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	23,311	\$1.00	\$23,311.00	\$1.15	\$26,807.65	\$0.50	\$11,655.50	
79	506	6040	BIODEG EROSN CONT LOGS (INSTL)(8")	LF	440	\$8.00	\$3,520.00	\$10.75	\$4,730.00	\$6.00	\$2,640.00	
80	506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	440	\$2.00	\$880.00	\$1.25	\$550.00	\$1.00	\$440.00	

1111

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening	BID NO: 2022-0747
BID DATE: August 10, 2022	DEPARTMENT: Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
81	512	6009	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	1,840	\$87.00	\$160,080.00	\$90.00	\$165,600.00	\$83.00	\$152,720.00	
82	512	6010	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	100	\$87.00	\$8,700.00	\$90.00	\$9,000.00	\$100.00	\$10,000.00	
83	528	6001	COLORED TEXTURED CONCRETE	SY	282	\$77.25	\$21,784.50	\$130.00	\$36,660.00	\$90.00	\$25,380.00	
84	529	6005	CONC CURB (MONO) (TY II)	LF	16,028	\$7.55	\$121,011.40	\$12.50	\$200,350.00	\$10.00	\$160,280.00	
85	529	6036	CONCRETE CURB (SPECIAL)	LF	374	\$17.00	\$6,358.00	\$26.00	\$9,724.00	\$22.00	\$8,228.00	
86	530	6004	DRIVEWAYS (CONC)	SY	1,773	\$54.50	\$96,628.50	\$80.00	\$141,840.00	\$45.00	\$79,785.00	
87	531	6001	CONCRETE SIDEWALKS (4")	SY	10,800	\$49.00	\$529,200.00	\$55.00	\$594,000.00	\$32.00	\$345,600.00	
88	531	6010	CURB RAMPS (TY 7)	EA	65	\$1,292.00	\$83,980.00	\$2,000.00	\$130,000.00	\$1,200.00	\$78,000.00	

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2022-0747

BID DATE: August 10, 2022

DEPARTMENT: Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
89	531	6013	CURB RAMPS (TY 10)	EA	2	\$1,575.00	\$3,150.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	
90	531	6016	CURB RAMPS (TY 21)	EA	3	\$1,548.00	\$4,644.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	
91	538	6001	RIGHT-OF-WAY MARKERS	EA	2	\$1,890.00	\$3,780.00	\$1,500.00	\$3,000.00	\$50.00	\$100.00	
92	5033	ELP1	FIXED BOLLARD	EA	10	\$892.00	\$8,920.00	\$1,000.00	\$10,000.00	\$750.00	\$7,500.00	
93	5113	ELP1	WROUGHT IRON FENCE	LF	70	\$110.00	\$7,700.00	\$350.00	\$24,500.00	\$300.00	\$21,000.00	
94	5113	ELP2	WROUGHT IRON GATE	EA	1	\$3,990.00	\$3,990.00	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00	
95	610	ELP1	LUMINAIRE POLE (DUAL ARM) (30' WITH 6' ARMS)	EA	26	\$6,991.00	\$181,766.00	\$6,875.00	\$178,750.00	\$7,324.00	\$190,424.00	
96	618	6023	CONDT(PVC) (SCH 40) (2")	LF	4,865	\$22.00	\$107,030.00	\$21.00	\$102,165.00	\$23.00	\$111,895.00	

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2022-0747

BID DATE: August 10, 2022

DEPARTMENT: Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
97	618	6024	CONDT (PVC) (SCH 40) (2") (BORE)	LF	1,055	\$32.00	\$33,760.00	\$30.55	\$32,230.25	\$33.60	\$35,448.00	
98	618	6029	CONDT (PVC) (SCH 40) (3")	LF	5,560	\$24.00	\$133,440.00	\$23.00	\$127,880.00	\$25.30	\$140,668.00	
99	618	6033	CONDT (PVC) (SCH 40) (4")	LF	50	\$30.00	\$1,500.00	\$28.00	\$1,400.00	\$30.80	\$1,540.00	
100	618	6034	CONDT (PVC) (SCH 40) (4") (BORE)	LF	1,050	\$57.00	\$59,850.00	\$54.00	\$56,700.00	\$60.00	\$63,000.00	
101	618	6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	1,580	\$34.00	\$53,720.00	\$32.00	\$50,560.00	\$35.00	\$55,300.00	
102	620	6004	ELEC CONDR (NO. 12) INSULATED	LF	160	\$2.05	\$328.00	\$1.95	\$312.00	\$2.25	\$360.00	
103	620	6008	ELEC CONDR (NO.8) INSULATED	LF	900	\$4.00	\$3,600.00	\$3.40	\$3,060.00	\$3.75	\$3,375.00	
104	620	6009	ELEC CONDR (NO. 6) BARE	LF	305	\$4.10	\$1,250.50	\$3.90	\$1,189.50	\$4.25	\$1,296.25	

1114

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2022-0747

BID DATE: August 10, 2022

DEPARTMENT: Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
105	620	6010	ELEC CONDR (NO. 6) INSULATED	LF	16,080	\$6.00	\$96,480.00	\$3.90	\$62,712.00	\$4.25	\$68,340.00	
106	620	6012	ELEC CONDR (NO. 4) INSULATED	LF	1,330	\$6.00	\$7,980.00	\$5.60	\$7,448.00	\$6.00	\$7,980.00	
107	624	6002	GROUND BOX TY A (122311)W/APRON	EA	3	\$1,422.00	\$4,266.00	\$1,355.00	\$4,065.00	\$1,500.00	\$4,500.00	
108	624	6010	GROUND BOX TY D (162922) W/APRON	EA	15	\$2,070.00	\$31,050.00	\$1,975.00	\$29,625.00	\$2,170.00	\$32,550.00	
109	624	6018	GROUND BOX TY 1 (362422) W/APRON	EA	8	\$5,800.00	\$46,400.00	\$5,515.00	\$44,120.00	\$6,065.00	\$48,520.00	
110	624	6028	REMOVE GROUND BOX	EA	1	\$315.00	\$315.00	\$300.00	\$300.00	\$330.00	\$330.00	
111	625	6001	ZINC-COAT STL WIRE STRAND (1/4")	LF	175	\$3.11	\$544.25	\$3.00	\$525.00	\$3.25	\$568.75	
112	625	6003	ZINC-COAT STL WIRE STRAND (3/8")	LF	700	\$4.33	\$3,031.00	\$4.15	\$2,905.00	\$4.50	\$3,150.00	

1115

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Allen Concrete, LLC El Paso, TX BIDDER 1 OF 4		Dan Williams Company Austin, TX BIDDER 2 OF 4		International Eagle Enterprises, Inc. El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
113	628	6041	ELC SRV TY A 240/480 060(NS)SS(E)GC(O)	EA	1	\$8,400.00	\$8,400.00	\$8,000.00	\$8,000.00	\$8,800.00	\$8,800.00	
114	628	6185	ELC SRV TY D 120/240 070(NS)SS(E) GC(O)	EA	1	\$6,825.00	\$6,825.00	\$6,500.00	\$6,500.00	\$7,200.00	\$7,200.00	
115	644	6001	IN SM RD SN SUP&SM TY10BWG(1) SA(P)	EA	40	\$943.00	\$37,720.00	\$900.00	\$36,000.00	\$900.00	\$36,000.00	
116	644	6075	RELOCATE SM RD SN SUP&AM (SIGN ONLY)	EA	5	\$500.00	\$2,500.00	\$475.00	\$2,375.00	\$500.00	\$2,500.00	
117	644	6076	REMOVE SM RD SN SUP&AM	EA	20	\$140.00	\$2,800.00	\$125.00	\$2,500.00	\$150.00	\$3,000.00	
118	644	6078	REMOVE SM RD SN SUP&AM (SIGN ONLY)	EA	5	\$105.00	\$525.00	\$95.00	\$475.00	\$50.00	\$250.00	
119	662	6061	WK ZN PAV MRK REMOV (W) 4" (DOT)	LF	77	\$4.20	\$323.40	\$4.00	\$308.00	\$4.60	\$354.20	
120	662	6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	10,814	\$1.89	\$20,438.46	\$1.80	\$19,465.20	\$2.50	\$27,035.00	

1116

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2022-0747

BID DATE: August 10, 2022

DEPARTMENT: Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
121	662	6075	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	360	\$13.91	\$5,007.60	\$13.25	\$4,770.00	\$15.00	\$5,400.00	
122	662	6080	WK ZN PAV MRK REMOV (W) (ARROW)	EA	24	\$336.00	\$8,064.00	\$320.00	\$7,680.00	\$360.00	\$8,640.00	
123	662	6081	WK ZN PAV MRK REMOV (W) (DBL ARROW)	EA	14	\$478.00	\$6,692.00	\$455.00	\$6,370.00	\$500.00	\$7,000.00	
124	662	6088	WK ZN PAV MRK REMOV (W) (TPL ARROW)	EA	6	\$656.00	\$3,936.00	\$625.00	\$3,750.00	\$675.00	\$4,050.00	
125	662	6094	WK ZN PAV MRK REMOV (Y)4"(DOT)	LF	94	\$4.04	\$379.76	\$3.85	\$361.90	\$5.00	\$470.00	
126	662	6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	18,690	\$1.89	\$35,324.10	\$1.80	\$33,642.00	\$2.25	\$42,052.50	
127	666	ELP1	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	4,460	\$0.90	\$4,014.00	\$0.86	\$3,835.60	\$1.50	\$6,690.00	
128	666	ELP2	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	1,567	\$0.95	\$1,488.65	\$0.90	\$1,410.30	\$1.50	\$2,350.50	

1117

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
129	666	6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	980	\$0.90	\$882.00	\$0.86	\$842.80	\$1.25	\$1,225.00	
130	666	6006	REFL PAV MRK TY I (W) 4" (DOT) (100MIL)	LF	26	\$8.19	\$212.94	\$7.80	\$202.80	\$10.00	\$260.00	
131	666	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	3,426	\$2.26	\$7,742.76	\$2.15	\$7,365.90	\$2.75	\$9,421.50	
132	666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	1,210	\$8.87	\$10,732.70	\$8.45	\$10,224.50	\$10.00	\$12,100.00	
133	666	6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	18	\$152.25	\$2,740.50	\$145.00	\$2,610.00	\$200.00	\$3,600.00	
134	666	6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	17	\$180.60	\$3,070.20	\$172.00	\$2,924.00	\$225.00	\$3,825.00	
135	666	6102	REF PAV MRK TY I(W)36"(YLD TRI)(100MIL)	LF	11	\$57.75	\$635.25	\$55.00	\$605.00	\$75.00	\$825.00	
136	666	6123	REFL PAV MRK TY I (Y) 4" (DOT) (100MIL)	LF	2,103	\$2.26	\$4,752.78	\$2.15	\$4,521.45	\$2.75	\$5,783.25	

1118

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening	BID NO: 2022-0747
BID DATE: August 10, 2022	DEPARTMENT: Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
137	666	ELP3	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	613	\$1.13	\$692.69	\$1.08	\$662.04	\$1.75	\$1,072.75	
138	666	6224	PAVEMENT SEALER 4"	LF	8,769	\$0.33	\$2,893.77	\$0.31	\$2,718.39	\$0.75	\$6,576.75	
139	666	6226	PAVEMENT SEALER 8"	LF	3,426	\$0.74	\$2,535.24	\$0.70	\$2,398.20	\$1.25	\$4,282.50	
140	666	6230	PAVEMENT SEALER 24"	LF	1,210	\$3.41	\$4,126.10	\$3.25	\$3,932.50	\$3.75	\$4,537.50	
141	666	6231	PAVEMENT SEALER (ARROW)	EA	18	\$94.50	\$1,701.00	\$90.00	\$1,620.00	\$160.00	\$2,880.00	
142	666	6232	PAVEMENT SEALER (WORD)	EA	17	\$94.50	\$1,606.50	\$90.00	\$1,530.00	\$160.00	\$2,720.00	
143	666	6243	PAVEMENT SEALER (YLD TRI)	EA	11	\$44.10	\$485.10	\$42.00	\$462.00	\$80.00	\$880.00	
144	672	6010	REFL PAV MRK TY II-C-R	EA	388	\$5.41	\$2,099.08	\$5.15	\$1,998.20	\$10.00	\$3,880.00	

1119

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2022-0747

BID DATE: August 10, 2022

DEPARTMENT: Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
145	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	5,492	\$0.67	\$3,679.64	\$0.64	\$3,514.88	\$0.90	\$4,942.80	
146	678	6001	PAV SURF PREP FOR MRK (4")	LF	8,769	\$0.35	\$3,069.15	\$0.33	\$2,893.77	\$0.75	\$6,576.75	
147	678	6004	PAV SURF PREP FOR MRK (8")	LF	3,426	\$0.60	\$2,055.60	\$0.57	\$1,952.82	\$1.25	\$4,282.50	
148	678	6008	PAV SURF PREP FOR MRK (24")	LF	1,210	\$2.51	\$3,037.10	\$2.38	\$2,879.80	\$3.00	\$3,630.00	
149	678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	18	\$90.00	\$1,620.00	\$75.00	\$1,350.00	\$100.00	\$1,800.00	
150	678	6016	PAV SURF PREP FOR MRK (WORD)	EA	17	\$96.00	\$1,632.00	\$80.00	\$1,360.00	\$100.00	\$1,700.00	
151	678	6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	EA	11	\$58.80	\$646.80	\$49.00	\$539.00	\$80.00	\$880.00	
152	678	6033	PAV SURF PREP FOR MRK (RPM)	EA	388	\$2.26	\$876.88	\$1.88	\$729.44	\$2.00	\$776.00	

1120

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S,P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
153	680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$40,950.00	\$40,950.00	\$40,000.00	\$40,000.00	\$42,900.00	\$42,900.00	
154	680	6004	REMOVAL OF TRAFFIC SIGNAL	EA	1	\$7,200.00	\$7,200.00	\$6,850.00	\$6,850.00	\$7,530.00	\$7,530.00	
155	681	6001	TEMP TRAF SIGNALS	EA	1	\$81,250.00	\$81,250.00	\$80,000.00	\$80,000.00	\$92,000.00	\$92,000.00	
156	682	6001	VEH SIG SEC (12")LED(GRN)	EA	10	\$522.00	\$5,220.00	\$525.00	\$5,250.00	\$575.00	\$5,750.00	
157	682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	5	\$540.00	\$2,700.00	\$515.00	\$2,575.00	\$565.00	\$2,825.00	
158	682	6003	VEH SIG SEC (12")LED(YEL)	EA	10	\$574.00	\$5,740.00	\$550.00	\$5,500.00	\$600.00	\$6,000.00	
159	682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	5	\$534.00	\$2,670.00	\$510.00	\$2,550.00	\$560.00	\$2,800.00	
160	682	6005	VEH SIG SEC (12")LED(RED)	EA	10	\$515.00	\$5,150.00	\$490.00	\$4,900.00	\$540.00	\$5,400.00	

1121

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
161	682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	3	\$512.00	\$1,536.00	\$490.00	\$1,470.00	\$535.00	\$1,605.00	
162	682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	12	\$1,050.00	\$12,600.00	\$1,000.00	\$12,000.00	\$1,100.00	\$13,200.00	
163	682	6054	BACKPLATE W/REF BRDR (3 SEC) (VENT) ALUM	EA	6	\$268.00	\$1,608.00	\$255.00	\$1,530.00	\$280.50	\$1,683.00	
164	682	6055	BACKPLATE W/REF BRDR (4 SEC) (VENT) ALUM	EA	4	\$353.00	\$1,412.00	\$340.00	\$1,360.00	\$370.00	\$1,480.00	
165	684	6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	2,370	\$3.74	\$8,863.80	\$3.40	\$8,058.00	\$4.00	\$9,480.00	
166	684	6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	540	\$4.27	\$2,305.80	\$4.10	\$2,214.00	\$4.50	\$2,430.00	
167	684	6025	TRF SIG CBL (TY A)(12 AWG)(20 CONDR)	LF	1,230	\$7.34	\$9,028.20	\$7.00	\$8,610.00	\$7.75	\$9,532.50	
168	684	6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	230	\$3.15	\$724.50	\$3.00	\$690.00	\$3.28	\$754.40	

1122

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening

BID NO: 2022-0747

BID DATE: August 10, 2022

DEPARTMENT: Capital Improvement

						Allen Concrete, LLC		Dan Williams Company		International Eagle Enterprises, Inc.		
						El Paso, TX BIDDER 1 OF 4		Austin, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
169	684	6033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	185	\$3.34	\$617.90	\$3.20	\$592.00	\$3.50	\$647.50	
170	684	6079	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	LF	2,735	\$2.57	\$7,028.95	\$2.45	\$6,700.75	\$2.75	\$7,521.25	
171	686	6031	INS TRF SIG PL AM(S)1 ARM(28')LUM	EA	1	\$11,800.00	\$11,800.00	\$11,230.00	\$11,230.00	\$12,350.00	\$12,350.00	
172	686	6049	INS TRF SIG PL AM(S)1 ARM(48')	EA	2	\$15,715.00	\$31,430.00	\$15,000.00	\$30,000.00	\$16,462.00	\$32,924.00	
173	686	6051	INS TRF SIG PL AM(S)1 ARM(48')LUM	EA	1	\$16,790.00	\$16,790.00	\$16,000.00	\$16,000.00	\$17,500.00	\$17,500.00	
174	687	6001	PED POLE ASSEMBLY	EA	6	\$3,038.00	\$18,228.00	\$2,900.00	\$17,400.00	\$13,180.00	\$79,080.00	
175	687	6002	RELOCATE PED POLE ASSEMBLY	EA	3	\$2,100.00	\$6,300.00	\$2,000.00	\$6,000.00	\$2,200.00	\$6,600.00	
176	688	6001	PED DETECT PUSH BUTTON (APS)	EA	10	\$960.00	\$9,600.00	\$910.00	\$9,100.00	\$1,000.00	\$10,000.00	

1123

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Allen Concrete, LLC El Paso, TX BIDDER 1 OF 4		Dan Williams Company Austin, TX BIDDER 2 OF 4		International Eagle Enterprises, Inc. El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
177	688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	\$4,200.00	\$4,200.00	\$4,000.00	\$4,000.00	\$4,380.00	\$4,380.00	
178	690	6001	REMOVAL OF CONDUIT	LF	125	\$6.85	\$856.25	\$6.50	\$812.50	\$7.15	\$893.75	
179	690	6006	REMOVAL OF GROUND BOXES	EA	2	\$315.00	\$630.00	\$300.00	\$600.00	\$330.00	\$660.00	
180	690	6009	REMOVAL OF CABLES	LF	125	\$4.20	\$525.00	\$4.00	\$500.00	\$4.50	\$562.50	
181	6001	6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	253	\$75.00	\$18,975.00	\$120.00	\$30,360.00	\$90.00	\$22,770.00	
182	6002	6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	105	\$3.61	\$379.05	\$3.45	\$362.25	\$4.00	\$420.00	
183	6027	6003	CONDUIT (PREPARE)	EA	675	\$6.47	\$4,367.25	\$6.20	\$4,185.00	\$7.00	\$4,725.00	
184	6027	6006	GROUND BOX(INSTALL)	EA	4	\$1,313.00	\$5,252.00	\$1,250.00	\$5,000.00	\$1,375.00	\$5,500.00	

1124

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Allen Concrete, LLC El Paso, TX BIDDER 1 OF 4		Dan Williams Company Austin, TX BIDDER 2 OF 4		International Eagle Enterprises, Inc. El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
185	6027	6008	GROUND BOX (PREPARE)	EA	6	\$900.00	\$5,400.00	\$855.00	\$5,130.00	\$940.00	\$5,640.00	
186	6186	6016	ITS GND BOX (POLY) TY 1 (243636)W/APRN	EA	20	\$6,987.00	\$139,740.00	\$6,655.00	\$133,100.00	\$7,320.00	\$146,400.00	
187	6306	6001	VIVDS PROCESSOR SYSTEM	EA	1	\$9,975.00	\$9,975.00	\$9,500.00	\$9,500.00	\$10,450.00	\$10,450.00	
188	6306	6002	VIVDS CAM ASSY FXD LNS	EA	4	\$3,086.00	\$12,344.00	\$2,950.00	\$11,800.00	\$3,250.00	\$13,000.00	
189	6306	6005	VIVDS CNTRL SOFTWARE	EA	1	\$1,050.00	\$1,050.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	
190	6306	6007	VIVDS CABLING	LF	1,125	\$4.00	\$4,500.00	\$3.80	\$4,275.00	\$4.20	\$4,725.00	
191	7016	6107	CONCRETE CAP	LF	398	\$9.00	\$3,582.00	\$13.00	\$5,174.00	\$27.00	\$10,746.00	
192	7114	ELP1	WATER FILLED BARRIER (TL-2)	LF	904	\$65.00	\$58,760.00	\$140.00	\$126,560.00	\$120.00	\$108,480.00	
193	ELP1	6001	POTHOLE & LOCATE EXIST (UTILITY)	EA	6	\$880.00	\$5,280.00	\$650.00	\$3,900.00	\$500.00	\$3,000.00	
Sum Total Base Bid I							\$12,203,242.05 Contractor's price: \$12,203,242.15		\$13,781,092.79		\$10,550,550.90	

1125

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Allen Concrete, LLC El Paso, TX BIDDER 1 OF 4		Dan Williams Company Austin, TX BIDDER 2 OF 4		International Eagle Enterprises, Inc. El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID II UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
1	401	6001	FLOWABLE BACKFILL	CY	6	\$108.00	\$648.00	\$450.00	\$2,700.00	\$140.00	\$840.00	
2	400	6006	CUT AND RESTORE PAVEMENT	SY	174	\$68.00	\$11,832.00	\$175.00	\$30,450.00	\$80.00	\$13,920.00	
3	400	6007	CUT AND RESTORE CONC PAVING	SY	143	\$96.00	\$13,728.00	\$170.00	\$24,310.00	\$130.00	\$18,590.00	
4	402	6001	TRENCH PROTECTION	LF	5,475	\$7.50	\$41,062.50	\$3.00	\$16,425.00	\$7.00	\$38,325.00	
5	7016	6004	WATER MAIN (PVC)(C-900)(8")	LF	602	\$175.00	\$105,350.00	\$167.00	\$100,534.00	\$175.00	\$105,350.00	
6	7016	6005	WATER MAIN (PVC)(C-900)(12")	LF	4,896	\$255.00	\$1,248,480.00	\$153.00	\$749,088.00	\$190.00	\$930,240.00	
7	7016	6033	ADDITIONAL FITTINGS	LBS	5,000	\$6.65	\$33,250.00	\$8.00	\$40,000.00	\$0.50	\$2,500.00	
8	7016	6034	WATER SERVICE RPL & RECON (3/4")	EA	1	\$2,100.00	\$2,100.00	\$2,120.00	\$2,120.00	\$2,025.00	\$2,025.00	

1126

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Allen Concrete, LLC El Paso, TX BIDDER 1 OF 4		Dan Williams Company Austin, TX BIDDER 2 OF 4		International Eagle Enterprises, Inc. El Paso, TX BIDDER 3 OF 4		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID II UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
9	7016	6035	WATER SERVICE RPL & RECON (1")	EA	1	\$2,900.00	\$2,900.00	\$2,999.00	\$2,999.00	\$3,040.00	\$3,040.00	
10	7016	6036	WATER SERVICE RPL & RECON (1 1/2")	EA	1	\$8,900.00	\$8,900.00	\$5,500.00	\$5,500.00	\$9,600.00	\$9,600.00	
11	7016	6037	WATER SERVICE RPL & RECON (2")	EA	5	\$12,300.00	\$61,500.00	\$5,850.00	\$29,250.00	\$13,000.00	\$65,000.00	
12	7016	6047	FIRE HYDRANT (NEW)	EA	4	\$11,800.00	\$47,200.00	\$9,725.00	\$38,900.00	\$11,600.00	\$46,400.00	
13	7016	6048	FIRE HYDRANT (REMOVE & SALVAGE)	EA	4	\$900.00	\$3,600.00 Contractor's price: \$3,000.00	\$1,020.00	\$4,080.00	\$825.00	\$3,300.00	
14	7016	6091	CASING(STEEL) (24IN)(BORED)	LF	280	\$900.00	\$252,000.00	\$575.00	\$161,000.00	\$840.00	\$235,200.00	
Sum Total Base Bid II; Items 1 - 14							\$1,832,550.50		\$1,207,356.00		\$1,474,330.00	
Sum Total Base Bid I and Base Bid II							\$14,035,792.55		\$14,988,448.79		\$12,024,880.90	
Amendment Acknowledged						Yes		Yes		Yes		
Bid Bond						Yes		Yes		Yes		

Approved By: D.R.
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening	BID NO: 2022-0747
BID DATE: August 10, 2022	DEPARTMENT: Capital Improvement

						Jordan Foster Construction, LLC El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
1	500	6001	MOBILIZATION	LS	1	\$680,000.00	\$680,000.00					
2	100	6002	PREPARING ROW	STA	53	\$3,500.00	\$185,500.00					
3	100	6006	PREP ROW (TREE)(LESS THAN 24" DIA)	EA	34	\$1,000.00	\$34,000.00					
4	104	6017	REMOVING CONC(DRIVEWAYS)	SY	1,421	\$12.00	\$17,052.00					
5	104	6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	17,498	\$4.50	\$78,741.00					
6	104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	3,774	\$9.50	\$35,853.00					
7	104	6044	REMOVING CONC (FLUME)	SY	11	\$30.00	\$330.00					
8	105	6038	REMOVING STAB BASE AND ASPH PAV (11")	SY	42,531	\$3.50	\$148,858.50					

1128

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
9	110	110	EXCAVATION (ROADWAY)	CY	16,850	\$15.00	\$252,750.00					
10	132	132	EMBANKMENT (FINAL) (DENS CONT) (TY A)	CY	2,972	\$13.00	\$38,636.00					
11	170	170	IRRIGATION SYSTEM	LS	1	\$360,000.00	\$360,000.00					
12	192	192	PLANT MATERIAL (1-GAL)	EA	235	\$33.00	\$7,755.00					
13	192	192	PLANT MATERIAL (5-GAL)	EA	1,979	\$44.00	\$87,076.00					
14	192	192	VEGETATION BARRIER	SY	6,978	\$2.00	\$13,956.00					
15	192	192	PLANT MATERIAL (MIN 3" CAL) (B&B)	EA	291	\$650.00	\$189,150.00					
16	193	193	PLANT MAINTENANCE	MO	12	\$1,000.00	\$12,000.00					

1129

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening										BID NO: 2022-0747	
BID DATE: August 10, 2022										DEPARTMENT: Capital Improvement	

						Jordan Foster Construction, LLC El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
17	193	6003	PLANT REPLACEMENT (1-GAL)	EA	46	\$30.00	\$1,380.00					
18	193	6005	PLANT REPLACEMENT (5-GAL)	EA	396	\$40.00	\$15,840.00					
19	193	6007	IRRIGATION SYSTEM OPER AND MAINT	MO	12	\$1,000.00	\$12,000.00					
20	193	6011	PLANT REPLACEMENT (65-GAL)	EA	58	\$600.00	\$34,800.00					
21	1002	6029	LANDSCAPE AMENITY (BOULDER)	EA	234	\$250.00	\$58,500.00					
22	1005	6001	LOOSE AGGR FOR GROUND COVER (TYPE I)	CY	497	\$120.00	\$59,640.00					
23	1005	6002	LOOSE AGGR FOR GROUND COVER (TYPE II)	CY	178	\$250.00	\$44,500.00					
24	247	6061	FL BS (CMP IN PLC)(TYA GR1-2) (6")	SY	47,896	\$40.00	\$1,915,840.00					

1130

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Jordan Foster Construction, LLC El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
25	310	6005	PRIME COAT (AE-P)	GAL	7,184	\$5.00	\$35,920.00					
26	351	6006	FLEXIBLE PAVEMENT STRUCTURE REPAIR(10")	SY	7,107	\$40.00	\$284,280.00					
27	360	6004	CONC PVMT (CONT REINF - CRCP) (10")	SY	45,921	\$90.00	\$4,132,890.00					
28	3076	6040	D-GR HMA TY-D PG70-22	TON	5,497	\$125.00	\$687,125.00					
29	401	6001	FLOWABLE BACKFILL	CY	701	\$200.00	\$140,200.00					
30	402	6001	TRENCH EXCAVATION PROTECTION	LF	1,273	\$8.00	\$10,184.00					
31	416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	208	\$325.00	\$67,600.00					
32	416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	12	\$350.00	\$4,200.00					

1131

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
33	416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	40	\$370.00	\$14,800.00					
34	420	6007	CL A CONC (FLUME)	CY	12	\$1,300.00	\$15,600.00					
35	420	6071	CL A CONC (COLLAR)	EA	24	\$1,900.00	\$45,600.00					
36	420	ELP1	CL A CONC (FLUME)(SPL)	CY	11	\$1,900.00	\$20,900.00					
37	450	6048	RAIL (HANDRAIL) (TY B)	LF	20	\$480.00	\$9,600.00					
38	462	6003	CONC BOX CULV (4 FT X 2 FT)	LF	425	\$315.00	\$133,875.00					
39	462	6007	CONC BOX CULV (5 FT X 3 FT)	LF	252	\$420.00	\$105,840.00					
40	462	6099	CONC BOX CULV (6 FT X 2 FT)	LF	154	\$490.00	\$75,460.00					

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Jordan Foster Construction, LLC El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
41	464	6005	RC PIPE (CL III) (24 IN)	LF	536	\$110.00	\$58,960.00					
42	464	6007	RC PIPE (CL III) (30 IN)	LF	217	\$175.00	\$37,975.00					
43	464	6017	RC PIPE (CL IV)(18 IN)	LF	16	\$100.00	\$1,600.00					
44	464	6018	RC PIPE (CL IV) (24 IN)	LF	374	\$130.00	\$48,620.00					
45	464	6025	RC PIPE (CL V) (18 IN)	LF	26	\$110.00	\$2,860.00					
46	465	6002	MANH (COMPL) (PRM)(48IN)	EA	1	\$5,700.00	\$5,700.00					
47	465	465	MANH (COMPL) (PRM) (60 IN)	EA	3	\$6,500.00	\$19,500.00					
48	465	465	MANH (COMPL) (PRM) (72 IN)	EA	1	\$8,800.00	\$8,800.00					

1133

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening	BID NO: 2022-0747
BID DATE: August 10, 2022	DEPARTMENT: Capital Improvement

						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
49	465	6011	JCTBOX(COMPL)(PJB)(6FTX6FT)	EA	2	\$8,600.00	\$17,200.00					
50	465	6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	EA	3	\$13,000.00	\$39,000.00					
51	465	6188	INLET (COMPL) (DROP) (TY I) (2 GRATE)	EA	1	\$9,000.00	\$9,000.00					
52	465	6189	INLET (COMPL) (DROP) (TY I) (3 GRATE)	EA	2	\$14,000.00	\$28,000.00					
53	465	ELP1	INLET (COMPL) (DROP) (TY I) (4 GRATE)	EA	2	\$15,000.00	\$30,000.00					
54	465	ELP2	INLET (COMPL) (DROP) (TY I) (5 GRATE)	EA	2	\$17,000.00	\$34,000.00					
55	465	ELP3	INLET (CIP) (DROP) (TY I) (3 GRATE)	EA	1	\$12,000.00	\$12,000.00					
56	465	ELP4	INLET (CIP) (DROP) (TY I) (4 GRATE)	EA	1	\$14,000.00	\$14,000.00					



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening	BID NO: 2022-0747
BID DATE: August 10, 2022	DEPARTMENT: Capital Improvement

						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
57	465	ELP5	INLET (CIP) (DROP) (TY I) (5 GRATE)	EA	1	\$15,000.00	\$15,000.00					
58	465	ELP5	JCT BOX (CIP)(SPL)	EA	1	\$12,000.00	\$12,000.00					
59	479	6001	ADJUSTING MANHOLES	EA	3	\$1,000.00	\$3,000.00					
60	479	6004	ADJUSTING MANHOLES (SANITARY)	EA	20	\$1,200.00	\$24,000.00					
61	479	6005	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	11	\$600.00	\$6,600.00					
62	479	6008	ADJUSTING MANHOLES (WATER METER)	EA	3	\$500.00	\$1,500.00					
63	479	6010	ADJUSTING MANHOLES (ELECTRIC BOX)	EA	8	\$3,000.00	\$24,000.00					
64	479	6011	ADJUSTING MANHOLES (IRRIGATION BOX)	EA	1	\$500.00	\$500.00					

1135

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
65	479	479	ADJUSTING MANHOLES (COMMUNICATION BOX)	EA	24	\$2,500.00	\$60,000.00					
66	479	479	ADJUSTING MANHOLES (WATER VAULT BOX)	EA	13	\$1,200.00	\$15,600.00					
67	479	479	ADJUSTING MANHOLES (GAS VALVE)	EA	3	\$600.00	\$1,800.00					
68	479	479	ADJUSTING BACKFLOW PREVENTER	EA	8	\$1,200.00	\$9,600.00					
69	479	479	ADJUSTING FIBER OPTIC MARKERS	EA	17	\$600.00	\$10,200.00					
70	479	479	ADJUSTING TRAFFIC SIGNAL BOX	EA	2	\$1,800.00	\$3,600.00					
71	479	479	ADJUSTING GAS TEST STATION	EA	3	\$1,200.00	\$3,600.00					
72	479	479	ADJUSTING GAS METER	EA	1	\$1,200.00	\$1,200.00					

1136

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
73	496	6032	REMOVE STR (ROCKWALL)	EA	1	\$2,000.00	\$2,000.00					
74	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	17	\$12,000.00	\$204,000.00					
75	506	6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	1,560	\$20.00	\$31,200.00					
76	506	6024	CONSTRUCTION EXITS (REMOVE)	SY	1,560	\$7.00	\$10,920.00					
77	506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	23,311	\$4.00	\$93,244.00					
78	506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	23,311	\$1.00	\$23,311.00					
79	506	6040	BIODEG EROSN CONT LOGS (INSTL)(8")	LF	440	\$6.00	\$2,640.00					
80	506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	440	\$2.00	\$880.00					

1137

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening										BID NO: 2022-0747		
BID DATE: August 10, 2022										DEPARTMENT: Capital Improvement		
						Jordan Foster Construction, LLC						
						El Paso, TX						
						BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
81	512	6009	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	1,840	\$100.00	\$184,000.00					
82	512	6010	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	100	\$100.00	\$10,000.00					
83	528	6001	COLORED TEXTURED CONCRETE	SY	282	\$95.00	\$26,790.00					
84	529	6005	CONC CURB (MONO) (TY II)	LF	16,028	\$10.00	\$160,280.00					
85	529	6036	CONCRETE CURB (SPECIAL)	LF	374	\$15.00	\$5,610.00					
86	530	6004	DRIVEWAYS (CONC)	SY	1,773	\$78.00	\$138,294.00					
87	531	6001	CONCRETE SIDEWALKS (4")	SY	10,800	\$51.00	\$550,800.00					
88	531	6010	CURB RAMPS (TY 7)	EA	65	\$1,300.00	\$84,500.00					

1138

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
89	531	6013	CURB RAMPS (TY 10)	EA	2	\$1,300.00	\$2,600.00					
90	531	6016	CURB RAMPS (TY 21)	EA	3	\$2,300.00	\$6,900.00					
91	538	6001	RIGHT-OF-WAY MARKERS	EA	2	\$1,800.00	\$3,600.00					
92	5033	ELP1	FIXED BOLLARD	EA	10	\$860.00	\$8,600.00					
93	5113	ELP1	WROUGHT IRON FENCE	LF	70	\$140.00	\$9,800.00					
94	5113	ELP2	WROUGHT IRON GATE	EA	1	\$5,000.00	\$5,000.00					
95	610	ELP1	LUMINAIRE POLE (DUAL ARM) (30' WITH 6' ARMS)	EA	26	\$6,700.00	\$174,200.00					
96	618	6023	CONDT(PVC) (SCH 40) (2")	LF	4,865	\$21.00	\$102,165.00					



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening										BID NO: 2022-0747		
BID DATE: August 10, 2022										DEPARTMENT: Capital Improvement		
						Jordan Foster Construction, LLC El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
97	618	6024	CONDT (PVC) (SCH 40) (2") (BORE)	LF	1,055	\$31.00	\$32,705.00					
98	618	6029	CONDT (PVC) (SCH 40) (3")	LF	5,560	\$23.00	\$127,880.00					
99	618	6033	CONDT (PVC) (SCH 40) (4")	LF	50	\$28.00	\$1,400.00					
100	618	6034	CONDT (PVC) (SCH 40) (4") (BORE)	LF	1,050	\$54.00	\$56,700.00					
101	618	6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	1,580	\$32.00	\$50,560.00					
102	620	6004	ELEC CONDR (NO. 12) INSULATED	LF	160	\$2.00	\$320.00					
103	620	6008	ELEC CONDR (NO.8) INSULATED	LF	900	\$3.40	\$3,060.00					
104	620	6009	ELEC CONDR (NO. 6) BARE	LF	305	\$4.00	\$1,220.00					

1140

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening										BID NO: 2022-0747		
BID DATE: August 10, 2022										DEPARTMENT: Capital Improvement		
						Jordan Foster Construction, LLC El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
105	620	6010	ELEC CONDR (NO. 6) INSULATED	LF	16,080	\$4.00	\$64,320.00					
106	620	6012	ELEC CONDR (NO. 4) INSULATED	LF	1,330	\$6.00	\$7,980.00					
107	624	6002	GROUND BOX TY A (122311)W/APRON	EA	3	\$1,400.00	\$4,200.00					
108	624	6010	GROUND BOX TY D (162922) W/APRON	EA	15	\$2,000.00	\$30,000.00					
109	624	6018	GROUND BOX TY 1 (362422) W/APRON	EA	8	\$5,600.00	\$44,800.00					
110	624	6028	REMOVE GROUND BOX	EA	1	\$300.00	\$300.00					
111	625	6001	ZINC-COAT STL WIRE STRAND (1/4")	LF	175	\$3.00	\$525.00					
112	625	6003	ZINC-COAT STL WIRE STRAND (3/8")	LF	700	\$4.25	\$2,975.00					

1141

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening										BID NO: 2022-0747	
BID DATE: August 10, 2022										DEPARTMENT: Capital Improvement	

						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
113	628	6041	ELC SRV TY A 240/480 060(NS)SS(E)GC(O)	EA	1	\$8,000.00	\$8,000.00					
114	628	6185	ELC SRV TY D 120/240 070(NS)SS(E) GC(O)	EA	1	\$6,500.00	\$6,500.00					
115	644	6001	IN SM RD SN SUP&SM TY10BWG(1) SA(P)	EA	40	\$900.00	\$36,000.00					
116	644	6075	RELOCATE SM RD SN SUP&AM (SIGN ONLY)	EA	5	\$480.00	\$2,400.00					
117	644	6076	REMOVE SM RD SN SUP&AM	EA	20	\$125.00	\$2,500.00					
118	644	6078	REMOVE SM RD SN SUP&AM (SIGN ONLY)	EA	5	\$95.00	\$475.00					
119	662	6061	WK ZN PAV MRK REMOV (W) 4" (DOT)	LF	77	\$4.00	\$308.00					
120	662	6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	10,814	\$1.80	\$19,465.20					

1142

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening	BID NO: 2022-0747
BID DATE: August 10, 2022	DEPARTMENT: Capital Improvement

						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
121	662	6075	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	360	\$13.25	\$4,770.00					
122	662	6080	WK ZN PAV MRK REMOV (W) (ARROW)	EA	24	\$320.00	\$7,680.00					
123	662	6081	WK ZN PAV MRK REMOV (W) (DBL ARROW)	EA	14	\$460.00	\$6,440.00					
124	662	6088	WK ZN PAV MRK REMOV (W) (TPL ARROW)	EA	6	\$625.00	\$3,750.00					
125	662	6094	WK ZN PAV MRK REMOV (Y)4"(DOT)	LF	94	\$3.85	\$361.90					
126	662	6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	18,690	\$1.80	\$33,642.00					
127	666	ELP1	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	4,460	\$0.90	\$4,014.00					
128	666	ELP2	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	1,567	\$0.90	\$1,410.30					

1143

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening										BID NO: 2022-0747		
BID DATE: August 10, 2022										DEPARTMENT: Capital Improvement		
						Jordan Foster Construction, LLC El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
129	666	6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	980	\$0.90	\$882.00					
130	666	6006	REFL PAV MRK TY I (W) 4" (DOT) (100MIL)	LF	26	\$8.00	\$208.00					
131	666	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	3,426	\$2.25	\$7,708.50					
132	666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	1,210	\$8.50	\$10,285.00					
133	666	6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	18	\$150.00	\$2,700.00					
134	666	6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	17	\$175.00	\$2,975.00					
135	666	6102	REF PAV MRK TY I(W)36"(YLD TRI)(100MIL)	LF	11	\$55.00	\$605.00					
136	666	6123	REFL PAV MRK TY I (Y) 4" (DOT) (100MIL)	LF	2,103	\$2.15	\$4,521.45					

1144

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
137	666	ELP3	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	613	\$1.10	\$674.30					
138	666	6224	PAVEMENT SEALER 4"	LF	8,769	\$0.30	\$2,630.70					
139	666	6226	PAVEMENT SEALER 8"	LF	3,426	\$0.70	\$2,398.20					
140	666	6230	PAVEMENT SEALER 24"	LF	1,210	\$3.25	\$3,932.50					
141	666	6231	PAVEMENT SEALER (ARROW)	EA	18	\$90.00	\$1,620.00					
142	666	6232	PAVEMENT SEALER (WORD)	EA	17	\$90.00	\$1,530.00					
143	666	6243	PAVEMENT SEALER (YLD TRI)	EA	11	\$42.00	\$462.00					
144	672	6010	REFL PAV MRK TY II-C-R	EA	388	\$5.25	\$2,037.00					

1145

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
145	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	5,492	\$0.65	\$3,569.80					
146	678	6001	PAV SURF PREP FOR MRK (4")	LF	8,769	\$0.35	\$3,069.15					
147	678	6004	PAV SURF PREP FOR MRK (8")	LF	3,426	\$0.60	\$2,055.60					
148	678	6008	PAV SURF PREP FOR MRK (24")	LF	1,210	\$2.40	\$2,904.00					
149	678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	18	\$75.00	\$1,350.00					
150	678	6016	PAV SURF PREP FOR MRK (WORD)	EA	17	\$80.00	\$1,360.00					
151	678	6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	EA	11	\$50.00	\$550.00					
152	678	6033	PAV SURF PREP FOR MRK (RPM)	EA	388	\$2.00	\$776.00					

1146

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening	BID NO: 2022-0747
BID DATE: August 10, 2022	DEPARTMENT: Capital Improvement

						Jordan Foster Construction, LLC El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
153	680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$39,000.00	\$39,000.00					
154	680	6004	REMOVAL OF TRAFFIC SIGNAL	EA	1	\$6,900.00	\$6,900.00					
155	681	6001	TEMP TRAF SIGNALS	EA	1	\$78,000.00	\$78,000.00					
156	682	6001	VEH SIG SEC (12")LED(GRN)	EA	10	\$525.00	\$5,250.00					
157	682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	5	\$515.00	\$2,575.00					
158	682	6003	VEH SIG SEC (12")LED(YEL)	EA	10	\$550.00	\$5,500.00					
159	682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	5	\$510.00	\$2,550.00					
160	682	6005	VEH SIG SEC (12")LED(RED)	EA	10	\$500.00	\$5,000.00					

1147

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
161	682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	3	\$490.00	\$1,470.00					
162	682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	12	\$1,000.00	\$12,000.00					
163	682	6054	BACKPLATE W/REF BRDR (3 SEC) (VENT) ALUM	EA	6	\$255.00	\$1,530.00					
164	682	6055	BACKPLATE W/REF BRDR (4 SEC) (VENT) ALUM	EA	4	\$340.00	\$1,360.00					
165	684	6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	2,370	\$3.60	\$8,532.00					
166	684	6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	540	\$4.10	\$2,214.00					
167	684	6025	TRF SIG CBL (TY A)(12 AWG)(20 CONDR)	LF	1,230	\$7.00	\$8,610.00					
168	684	6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	230	\$3.00	\$690.00					

1148

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening	BID NO: 2022-0747
BID DATE: August 10, 2022	DEPARTMENT: Capital Improvement

						Jordan Foster Construction, LLC						
						El Paso, TX						
						BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
169	684	6033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	185	\$3.25	\$601.25					
170	684	6079	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	LF	2,735	\$2.50	\$6,837.50					
171	686	6031	INS TRF SIG PL AM(S)1 ARM(28')LUM	EA	1	\$11,300.00	\$11,300.00					
172	686	6049	INS TRF SIG PL AM(S)1 ARM(48')	EA	2	\$15,000.00	\$30,000.00					
173	686	6051	INS TRF SIG PL AM(S)1 ARM(48')LUM	EA	1	\$16,000.00	\$16,000.00					
174	687	6001	PED POLE ASSEMBLY	EA	6	\$3,000.00	\$18,000.00					
175	687	6002	RELOCATE PED POLE ASSEMBLY	EA	3	\$2,000.00	\$6,000.00					
176	688	6001	PED DETECT PUSH BUTTON (APS)	EA	10	\$910.00	\$9,100.00					

1149

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening **BID NO:** 2022-0747
BID DATE: August 10, 2022 **DEPARTMENT:** Capital Improvement

						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
177	688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	\$4,000.00	\$4,000.00					
178	690	6001	REMOVAL OF CONDUIT	LF	125	\$6.50	\$812.50					
179	690	6006	REMOVAL OF GROUND BOXES	EA	2	\$300.00	\$600.00					
180	690	6009	REMOVAL OF CABLES	LF	125	\$4.00	\$500.00					
181	6001	6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	253	\$60.00	\$15,180.00					
182	6002	6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	105	\$3.50	\$367.50					
183	6027	6003	CONDUIT (PREPARE)	EA	675	\$6.25	\$4,218.75					
184	6027	6006	GROUND BOX(INSTALL)	EA	4	\$1,250.00	\$5,000.00					

1150

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Jordan Foster Construction, LLC El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605 CBI 2021 (691)												
185	6027	6008	GROUND BOX (PREPARE)	EA	6	\$855.00	\$5,130.00					
186	6186	6016	ITS GND BOX (POLY) TY 1 (243636)W/APRN	EA	20	\$6,600.00	\$132,000.00					
187	6306	6001	VIVDS PROCESSOR SYSTEM	EA	1	\$9,500.00	\$9,500.00					
188	6306	6002	VIVDS CAM ASSY FXD LNS	EA	4	\$3,000.00	\$12,000.00					
189	6306	6005	VIVDS CNTRL SOFTWARE	EA	1	\$1,000.00	\$1,000.00					
190	6306	6007	VIVDS CABLING	LF	1,125	\$4.00	\$4,500.00					
191	7016	6107	CONCRETE CAP	LF	398	\$20.00	\$7,960.00					
192	7114	ELP1	WATER FILLED BARRIER (TL-2)	LF	904	\$115.00	\$103,960.00					
193	ELP1	6001	POTHOLE & LOCATE EXIST (UTILITY)	EA	6	\$1,000.00	\$6,000.00					
Sum Total Base Bid I							\$13,688,194.60					

1151

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Jordan Foster Construction, LLC El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID II UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
1	401	6001	FLOWABLE BACKFILL	CY	6	200	\$1,200.00					
2	400	6006	CUT AND RESTORE PAVEMENT	SY	174	60	\$10,440.00					
3	400	6007	CUT AND RESTORE CONC PAVING	SY	143	100	\$14,300.00					
4	402	6001	TRENCH PROTECTION	LF	5,475	14	\$76,650.00					
5	7016	6004	WATER MAIN (PVC)(C-900)(8")	LF	602	130	\$78,260.00					
6	7016	6005	WATER MAIN (PVC)(C-900)(12")	LF	4,896	150	\$734,400.00					
7	7016	6033	ADDITIONAL FITTINGS	LBS	5,000	5	\$25,000.00					
8	7016	6034	WATER SERVICE RPL & RECON (3/4")	EA	1	2000	\$2,000.00					

Approved By: D.R
Date: 8/18/2022



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Rojas Drive Widening											BID NO: 2022-0747	
BID DATE: August 10, 2022											DEPARTMENT: Capital Improvement	
						Jordan Foster Construction, LLC						
						El Paso, TX BIDDER 4 OF 4						
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID II UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-605												
9	7016	6035	WATER SERVICE RPL & RECON (1")	EA	1	\$2,100.00	\$2,100.00					
10	7016	6036	WATER SERVICE RPL & RECON (1 1/2")	EA	1	\$4,800.00	\$4,800.00					
11	7016	6037	WATER SERVICE RPL & RECON (2")	EA	5	\$5,000.00	\$25,000.00					
12	7016	6047	FIRE HYDRANT (NEW)	EA	4	\$9,500.00	\$38,000.00					
13	7016	6048	FIRE HYDRANT (REMOVE & SALVAGE)	EA	4	\$2,300.00	\$9,200.00					
14	7016	6091	CASING(STEEL) (24IN)(BORED)	LF	280	\$1,050.00	\$294,000.00					
Sum Total Base Bid II; Items 1 - 14							\$1,315,350.00					
Sum Total Base Bid I and Base Bid II							\$15,003,544.60					
Amendment Acknowledged						Yes						
Bid Bond						Yes						

1153

Approved By: D.R
Date: 8/18/2022

2022-0747 Rojas Drive Widening
Views List

No.	COMPANY	NAME
1	Accent Landscape Con	Counts, Tim
2	Alamo 1	Robles, Jesse
3	Alamo Sprinklet	Valenzuela, Mark
4	Allen Concrete Inc.	Magdaleno, Jesus
5	allied paving	ortiz, abel
6	AMTEK	Rugh, John
7	Black stallion Contr	Reyes, Carlos
8	Border Demolition	Anguiano, Carlos
9	CEA Group	Concha, David
10	CMD Endeavors	Brayan, Chavarria
11	Consolidated Traffic	STAPLETON, DAWN
12	ConstructConnect	STINSON, MORGAN
13	Construction Reporte	Wood, Jane
14	Dan Williams Company	Mendoza, Pedro
15	Dannenbaum Engineeri	Villalobos, Silverio
16	Dawco Home Builders	Lujan, Walter
17	Del Mar Contracting,	Delgado, Ruth
18	Deltek	Management, Source
19	Direx Construction,	Hudson, Brad
20	Dodge Data	Peggy, Koehn
21	DRS Rock Materials,	Soto, Daniel
22	DuCross Construction	Peacher, Reinee
23	ECM International	Lujan, Rosie
24	El Paso Best Way Con	Carrillo, Oscar
25	El Paso Water - Stor	Velazquez, Rafael
26	El Roi Construction	Molina, Ytzel
27	EMJ Construction	Ross, Chris
28	EPHCC	Mireles, Maria
29	Ferguson Waterworks	Valenzuela, Zandra
30	Fulcrum Contracting	Jaramillo, Jorge
31	GCC Sun City Materia	Butterworth, Grace
32	Great American Insur	Swartzwelder, Jeremy
33	GRV IES	Medina, Steve
34	Horizone Const. 1 LT	De Stefano, Luis Rene
35	Huitt-Zollars Inc.	Monarrez, Francisco
36	i- Sourcing Technolo	Balai, Rakesh
37	IMS	Gaynor, Shabron
38	Integrated Marketing	Cody, Brannon
39	International Eagle	Molina, Marcos
40	Jobe Materials	Paredes, Raul
41	Jordan Foster Constr	Figueroa, Joseph
42	Keystone GC, LLC.	Guillen, Francisco
43	Lara Construction	Mario, Lara
44	LBAndSons	Barron, Jerry
45	Leedsmann Constructi	Saucedo, Jose
46	Lesna Construction	Construction, Lesna

2022-0747 Rojas Drive Widening
Views List

	COMPANY	NAME
47	Lomeli and sons Land	Gonzalez, Ruben
48	Martinez Bros. Lands	Martinez, Ben
49	MoboTrex, Inc.	Lanning, Cody
49	Pacific Inc	Doe, John
50	Parkhill Smith And C	Gutierrez, Sandra
51	PMI Pavement Marking	HESSNEY, STEVE
52	Prime Vendor Inc.	Jones, Kim
53	Quantum Engineering	Fraga, Miguel
54	Rangeline Tapping Se	Rodriguez, Timothy
55	RICKS PAVING And SEA	CAVAZOS, RICARDO
56	RLF Commercial Servi	Drae, Frescas
57	RMK	kalnas, matthew
58	Satarain Constructio	Satarain, Joe
59	Smartprocure	Bjornsson, Ron
60	SPARTAN CONSTRUCTION	ALLEN, STEVE
61	Straight Edge Contra	Jesus, Mesta
62	The PlanIt Room	Hernandez, Cecilia
63	Tri-State Electric,	Motta, Alejandro
64	TXDOT EL PASO	LAGUNAS, BETZABEL
65	VEMAC	Maynez, Alejandra
66	Vertex Contractors,	Ruiz, Erika
67	Vitual Builders Exch	Olguin, Jeannette
68	Wayne Enterprises	Austin, Fork
69	Win Supply	Garcia, Mark
70	Ztex Construction In	Construction, Ztex
71		Watson, Frank
72		Arzaga, Ruben
73		von Holstein, Jo Ann
74		Kennon, John
75		Carbajal, Mario



Rojas Drive Widening Construction Award

Solicitation No: **2021-0747**

October 11, 2022

Strategic Plan Goal:

7) Enhance and Sustain El Paso's Infrastructure Network



Project Details

Location:	Rojas Drive
District(s):	6
Total Budget:	\$12,024,088.90
Funding Source:	Federal Highway Administration, 2011 Certificates of Obligation, and 2018 Certificates of Obligation, El Paso Water



Project Details

- This project consists of the widening of existing Rojas Dr. from a four-lane roadway to a six – lane divided facility, providing better traffic fluency and pedestrian amenities.



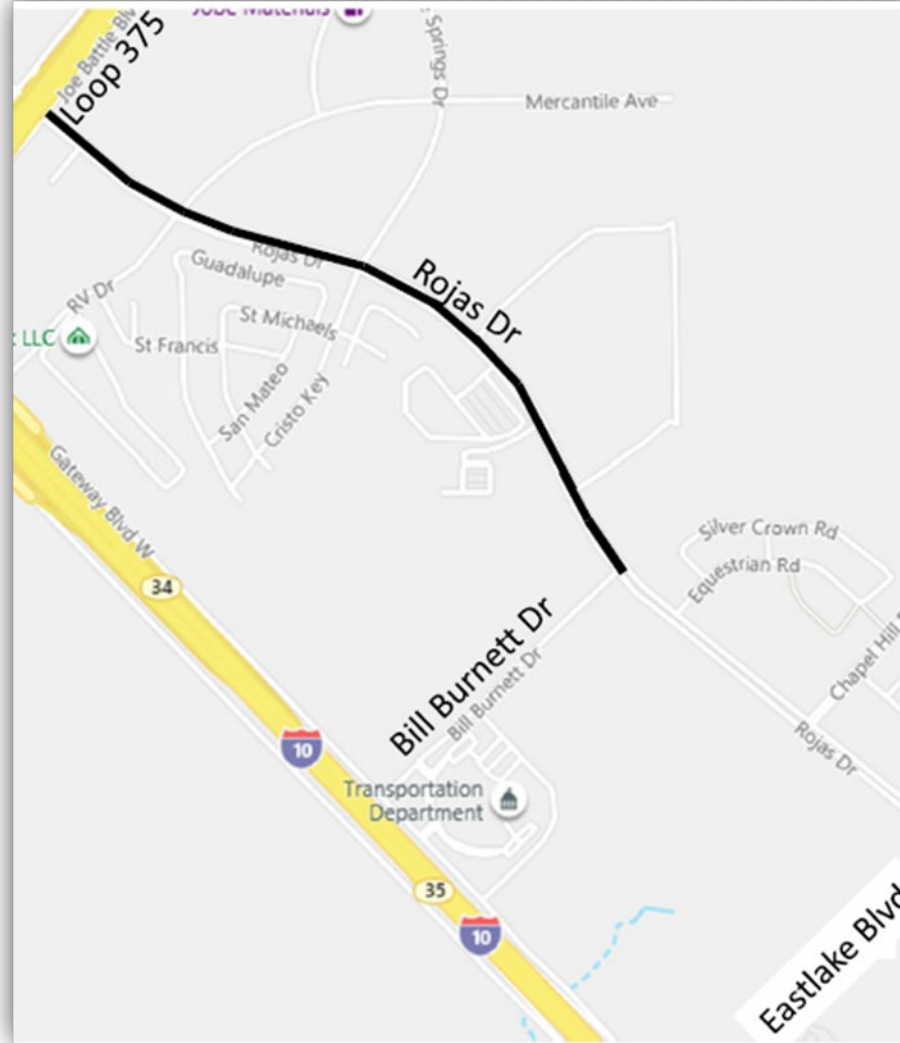


4 Scope of Work

- This project consists of new asphalt and concrete pavement, medians, illumination, signage and striping, shared use path, traffic signalization, landscaping, and ADA compliant facilities.
- In addition, project includes drainage and water improvements identified within project limits.



Project Location



- Rojas Drive from Joe Battle Blvd to Bill Burnett Drive

Procurement Summary

- **Low Bid**

- Solicitation advertised on **July 12, 2022, July 19, 2022 and July 27, 2022**
 - **4** firms submitted bids, **3** local vendors
- Recommendation
 - To award the construction contract to International Eagle Enterprise, Inc. in the amount of **\$12,024,880.90**

- **Construction Schedule**

- **Start: Early / 2023**
- **End: Summer / 2024**



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 #: 22-1230, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

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

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

AGENDA LANGUAGE:

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

An Ordinance renewing and extending the Special Privilege License granted to the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command Southeast, as owner of the Naval Operations Support Center (NOSC) El Paso, to permit the continued use, maintenance and repair of a surface encroachment of curbing, guttering and security fence over a portion of city right-of-way along Truman Avenue and adjacent to the NOSC El Paso located at 4810 Pollard Street, El Paso, Texas; setting the license term for a term of one (1) year with six (6) additional one (1) year renewal options.

Subject Property: 4810 Pollard

Applicant: United States of America, Department of the Navy, PSPN22-00008

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

AGENDA DATE: September 27, 2022
PUBLIC HEARING DATE: October 11, 2022

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

DISTRICT(S) AFFECTED: District 2

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

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

SUBJECT:

An Ordinance renewing and extending the Special Privilege License granted to the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command Southeast, as owner of the Naval Operations Support Center (NOSC) El Paso, to permit the continued use, maintenance and repair of a surface encroachment of curbing, guttering and security fence over a portion of city right-of-way along Truman Avenue and adjacent to the NOSC El Paso located at 4810 Pollard Street, El Paso, Texas; setting the license term for a term of one (1) year with six (6) additional one (1) year renewal options.

Subject Property: 4810 Pollard
Applicant: United States of America, Department of the Navy, PSPN22-00008

BACKGROUND / DISCUSSION:

The U.S. Navy requested the renewal of the Special Privilege License Agreement with the City of El Paso in support of the Navy Operational Support Center (NOSC) El Paso. The agreement will continue to permit the placement of a security fence encroaching two and a half (2.5') ft. in width and four hundred twenty (420') ft. in length onto public right-of-way along a portion of Truman Avenue, which has been in existence since 1989.

PRIOR COUNCIL ACTION:

September 15, 2020 - approval of Ordinance 019096 for the initial license.

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 RENEWING AND EXTENDING THE SPECIAL PRIVILEGE LICENSE GRANTED TO THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST, AS OWNER OF THE NAVAL OPERATIONS SUPPORT CENTER (NOSC) EL PASO, TO PERMIT THE CONTINUED USE, MAINTENANCE AND REPAIR OF A SURFACE ENCROACHMENT OF CURBING, GUTTERING AND SECURITY FENCE OVER A PORTION OF CITY RIGHT-OF-WAY ALONG TRUMAN AVENUE AND ADJACENT TO THE NOSC EL PASO LOCATED AT 4810 POLLARD STREET, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR A TERM OF ONE (1) YEAR WITH SIX (6) ADDITIONAL ONE (1) YEAR RENEWAL OPTIONS.

WHEREAS, the El Paso City Council approved Ordinance No. 019096 on September 15, 2020, a copy of which is attached as Exhibit “A” which authorized The Department of the Navy, Naval Facilities Engineering Command Southeast use of a portion of right-of-way along Truman Avenue and legally described as Lots 1 through 22, Block 74, Morningside Heights, City of El Paso, El Paso County, Texas to permit the continued use, maintenance and repair of a surface encroachment of a security fence; and

WHEREAS, The Department of the Navy, Naval Facilities Engineering Command Southeast has requested to renew the special privilege license as per the terms in Ordinance No. 019096; and

WHEREAS, on September 28, 2021, El Paso City Council approved Ordinance No. 019238 extending the special privilege license for one year.

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

1. That the Department of the Navy, Naval Facilities Engineering Command Southeast is authorized to use a portion of right-of-way along Truman Avenue and legally described as Lots 1 through 22, Block 74, Morningside Heights, City of El Paso, El Paso County, Texas to permit the continued use, maintenance and repair of a surface encroachment of a fence for a period of one year.
2. That the Special Privilege shall be subject to all the terms and conditions as specified in Exhibit “A”.

(Signatures on the following page)

PASSED AND APPROVED this ____ day of _____, 2022

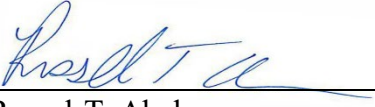
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russel T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

 for

Philip F. Etiwe, Director
Planning and Inspections Department

p.3

019096

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST, AS OWNER OF THE NAVAL OPERATIONS SUPPORT CENTER (NOSC) EL PASO, TO PERMIT THE CONTINUED USE, MAINTENANCE AND REPAIR OF A SURFACE ENCROACHMENT OF CURBING, GUTTERING AND A SECURITY FENCE OVER A PORTION OF CITY RIGHT-OF-WAY ALONG TRUMAN AVENUE AND ADJACENT TO THE NOSC EL PASO LOCATED AT 4810 POLLARD STREET, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR A TERM OF ONE (1) YEAR WITH EIGHT (8) ADDITIONAL ONE (1) YEAR RENEWAL OPTIONS.

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

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called "City") hereby grants a Special Privilege License (hereinafter called "License") to The United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command Southeast (hereinafter referred to as the "Grantee"), to permit the continued use, maintenance and repair of a surface encroachment of a fence (hereinafter also referred to as "Permitted Use") encroaching two and ½ (2.5') ft. in width and four hundred twenty (420') ft. in length for a total of one thousand fifty (1,050) square feet area or approximately 0.024 acres of encroachment onto the public right-of-way over a portion of the City Right-Of-Way adjacent to the NOSC El Paso located at 4810 Pollard Street as more particularly described in *Exhibit "A"* and depicted on *Exhibit "B"*, both *Exhibit "A"* and *Exhibit "B"* are attached hereto and incorporated herein by reference (hereinafter referred to as "License Area").

SECTION 2. LICENSE AREA

The surface rights granted herein over a portion of right-of-way along Truman Avenue and legally described as Lots 1 through 22, Block 74, Morningside Heights, City of El Paso, El Paso County, Texas to permit the continued use, maintenance and repair of a surface encroachment of a fence, as more particularly shown on *Exhibit "B"*.

SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City rights-of-way, which includes the requirement and responsibility for continued use, maintenance and repair of the fence, which serves as a security fence. Grantee agrees to maintain the License Area in proper working condition and in accordance with all applicable City specifications, which includes restoration to allow and not impede the City's use of the right of way for pedestrian and vehicular access.

Except for the waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance.

ORDINANCE NO. _____

019096

20-1007-2642 | 1016102
Navy-Special Privilege
RTA

Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the security fence as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in repairing, reconstructing, or maintaining the security fence shall be subject to and governed by all the applicable laws, rules and regulation of the City, State, and Federal laws that are applicable to the maintenance and repair of the security fence. Work done in connection with the repair and maintenance of the security fence is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the security fence built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee, subject to available appropriations, shall repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with any applicable City codes.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property.

SECTION 5. TERM

License Term for security fence: In accordance with City Code, Subsection 15.08.120(E)(2)(p), this license authorizing the encroachment of a security fence, as more particularly depicted on *Exhibit "B"* shall be for a term of one (1) year with eight (8) additional one (1) year renewal options, at the option of the Government, from the Effective Date hereof, unless terminated earlier as provided herein.

As noted above, Grantee shall have the right to extend this Special Privilege for **EIGHT** (8) additional **ONE** (1) year terms upon written notice to the City. Adequate federal appropriations for payment of annual rent must be available for the annual lease renewals. City understands Grantee pays rent in arrears. If Grantee wishes the City to extend this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the expiration date.

ORDINANCE NO. **019096**
 20-1007-2642 | 1016102
 Navy-Special Privilege
 RTA

SECTION 6. WORK DONE BY OTHERS

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described.

SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

Except as provided herein, the City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area.

SECTION 8. CONSIDERATION

As consideration for this special Privilege License, the Grantee shall pay, in arrears, to the City ONE HUNDRED NINETEEN AND 70/100 DOLLARS (\$119.70) per year or an appropriate pro rata amount if this special privilege license is terminated prior to conclusion of a full year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License. The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License.

City understands Grantee pays rent in arrears. Further, City understands Grantee pays non-federal entities via <https://www.sam.gov> and therefore City agrees to maintain their CAGE (commercial and government entity) Code and DUNS (data universal numbering system) number.

SECTION 9. INSURANCE

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee's Contractors or Agents shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the time of construction. The City shall be named as an additional insured on all of the Contractors or Agents insurance policies that are required by this License. Failure to maintain insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.

019096

ORDINANCE NO. _____

20-1007-2642 | 1016102

Navy-Special Privilege

RTA

Grantee's Contractors or Agents shall maintain liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per person, and Two Million and No/100 Dollars (\$2,000,000.00) for each single occurrence, and, in addition, will provide property damage liability insurance in a minimum sum of One Million and No/100Dollars (\$1,000,000.00) for property damage growing out of any one accident or other cause. These amounts are not a limitation upon the Grantee's Contractors or Agents agreement to indemnify and hold the City harmless.

Grantee's Contractors or Agents shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy of insurance with Financial Services Department and the Planning and Inspections Department.

SECTION 10. INDEMNITY The City acknowledges that the Grantee cannot agree to indemnification or damages provisions pursuant to its fiscal law policies. However, the Grantee will agree to include the following provisions in its agreements with contractors performing work on the Property under this Special Privilege:

The Contractor, its Agent or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THE THIRD PARTY ACTIVITIES, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor or Agent every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor or its Agent will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Company may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The Contractor or its Agent will pay all judgments finally establishing liability of the City in actions defended by the Contractor or its Agent 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 or its Agent, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor or its Agent's property from any cause.

ORDINANCE NO.

019096

20-1007-2642 | 1016102

Navy-Special Privilege

RTA

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the security fence or a portion thereof or ceases to use the security fence for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the security fence, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

SECTION 12. CANCELLATION

The City shall have the option to terminate this License at any time upon giving the Grantee written notice sixty (60) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated.

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee, subject to available appropriations, shall remove Grantee's security fence located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense, subject to available appropriations. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs, subject to available appropriations.

SECTION 13. RECORDS

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the use, replacement, maintenance, and repair of the security fence within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

ORDINANCE NO.
20-1007-2642 | 1016102
Navy-Special Privilege
RTA

019096

SECTION 14. NOTICE

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY: City of El Paso
Attn: City Manager
300 North Campbell Street
El Paso, Texas 79901

with copy to: City of El Paso
ATTN: Planning and Inspections Department
811 Texas Avenue
El Paso, Texas 79901

with copy to: City of El Paso
ATTN: Financial Services Department –
Financial Accounting & Reporting
300 North Campbell Street
El Paso, Texas 79901

GRANTEE: United States of America
Department of the Navy
Naval Facilities Engineering Command
Southeast
Attn: Real Estate Consulting Officer AM1
P.O. Box 30
Jacksonville, FL 32212-0030

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

SECTION 15. ASSIGNMENT

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

ORDINANCE NO. **019096**
20-1007-2642 | 1016102
Navy-Special Privilege
RTA

SECTION 17. ADMINISTRATION OF LICENSE

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

SECTION 18. NO PROPERTY RIGHTS

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

SECTION 19.

Intentionally Deleted.

SECTION 20. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

SECTION 21. LAWS AND ORDINANCES

Grantee shall comply with all State and Federal laws applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

ANTI-DEFICIENCY ACT; NAVY'S OBLIGATIONS.

Notwithstanding any provision to the contrary, all of Grantee's activities under or pursuant to this License are subject to the availability of appropriated funds, and no provisions shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Additionally, nothing contained in this License shall be considered to imply that the Congress of the United States of America will, at any later date, appropriate sufficient funds to meet the Navy's obligations under this License or any deficiencies hereunder.

SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

SECTION 23. SEVERABILITY

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder

ORDINANCE NO. 019096
 20-1007-2642 | 1016102
 Navy-Special Privilege
 RTA

of this license.

SECTION 24. LAWS GOVERNING/VENUE

This license shall be governed and interpreted according to the laws of the State of Texas as applied in Federal District Court and venue shall be in Federal District Court.

SECTION 25. RESTRICTIONS AND RESERVATIONS

This License is subject to all previously recorded rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land.

SECTION 26. EFFECTIVE DATE

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

ADOPTED this 15th day of SEPT., 2020

WITNESS THE FOLLOWING SIGNATURES AND SEALS


CITY OF EL PASO:


Dee Margo
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 and Inspections Department

ORDINANCE NO. 019096
20-1007-2642 | 1016102
Navy-Special Privilege
RTA

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 25th day of August, 2020.

GRANTEE:

United States of America,
acting by and through the Department of the Navy
SALOMON.FERDINAND Digitally signed by
SALOMON.FERDINAND LEWIS, III. 10487818
.LEWIS.III.1048781841 41
Date: 2020.08.25 07:41:47 -0400

FERDINAND L. SALOMON
Real Estate Contracting Officer
Naval Facilities Engineering Command,
Southeast

Form 2276 LOA from Document Number - N0969720RC103TT
AA 1701806 52FR 232 00520 056521 2D FPP1NG 69720RC103TT 1,000.00

019096

ORDINANCE NO. _____

20-1007-2642 | 1016102

Navy-Special Privilege

RTA

EXHIBIT A



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
OSCAR V. PEREZ
Vice President - Operations
ISAAC CAMACHO, R.P.L.S.
Survey Manager

N&MCRC
Fort Bliss
El Paso, Texas
14.15 Acres±

METES AND BOUNDS DESCRIPTION
"Navy & Marine Corps Reserve Center"

A 14.15 acre parcel being all of Blocks 74 & 76 and a portion of Blocks 25, 75, 79 & 80, Morningside Heights Addition, as conveyed to The United States Government, and a portion of Lincoln Avenue, Johnson Avenue and Garfield Street, El Paso County, Texas, and being more particularly described by metes and bounds as follows.

COMMENCING for reference at a found bolt located at the centerline intersection of Pollard Street (60.00 feet wide) and Truman Avenue (60.00 feet wide); **WHENCE**, a found Texas Department of Transportation Right-of-way brass cap located on the westerly right-of-way line of U.S. Highway No. 54/Patriot Freeway (width varies) bears, South 02°24'35" West, a distance of 1,730.26 feet (1,730.21 feet measured); **THENCE**, leaving the centerline of Pollard Street and following the centerline of Truman Avenue, South 86°35'48" East, a distance of 30.00 feet; **THENCE**, leaving the centerline of Truman Avenue, North 03°24'12" East, a distance of 30.00 feet to a 1/2" rebar with cap stamped "TX 5337" set at the intersection of the northerly right-of-way line of Truman Avenue and the easterly right-of-way line of Pollard Street, for the southwest corner of and the **POINT OF BEGINNING** of the parcel herein described; Having Texas Central Zone State Plane Coordinates (NAD83): *N: 10677479.5082* and *E: 399802.4710*; **WHENCE**, found N.G.S. Brass Cap Monument stamped "N-13-EPGS-1980", having Texas Central Zone State Plane Coordinates (NAD83): *N: 10680191.9530* and *E: 395838.3950*, located in the northwest angle of the intersection of Fred Wilson Drive and Alabama Street, bears North 55°37'04" West a distance of 4,803.25 feet;

THENCE, leaving the northerly right-of-way line of Truman Avenue and with the easterly right-of-way line of Pollard Street, North 03°24'12" East, a distance of 604.20 feet to a 1/2" rebar with cap stamped "TX 5337" set 2.20 feet north of the centerline of Johnson Avenue (60.00 feet wide), for the west northwest corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of Pollard Street and with a line 2.20 feet north of and parallel to the centerline of Johnson Avenue, South 86°35'48" East, a distance of 350.94 feet to a 1/2" rebar with cap stamped "TX 5337" set for an angle point;

THENCE, North 03°24'12" East, a distance of 80.14 feet to a 1/2" rebar with cap stamped "TX 5337" set for an angle point;

EXHIBIT A

Page 2 of 3

THENCE, South 86°35'48" East, a distance of 228.76 feet to a 1/2" rebar with cap stamped "TX 5337" set for an angle point;

THENCE, North 03°24'12" East, a distance of 202.23 feet to a 1/2" rebar with cap stamped "TX 5337" set for the north northwest corner of the parcel herein described

THENCE, South 88°04'42" East, a distance of 415.57 feet to a 1/2" rebar with cap stamped "TX 5337" set for the north northeast corner of the parcel herein described;

THENCE, South 07°24'41" East, a distance of 78.15 feet to a 1/2" rebar with cap stamped "TX 5337" set for an angle point;

THENCE, South 88°04'42" East, a distance of 50.65 feet to a 1/2" rebar with cap stamped "TX 5337" set on the westerly right-of-way line of U.S. Highway No. 54, for the northeast corner of the parcel herein described; **WHENCE**, a found Texas Department of Transportation Right-of-way Brass Cap located at the intersection of the westerly right-of-way line of U.S. Highway No. 54 and the southerly right-of-way line of Hayes Avenue (46.87 feet wide) bears, North 30°23'27" East (North 30°25'47" East ~ measured) a distance of 123.01 feet (122.18 feet measured);

THENCE, following the westerly right-of-way line of U.S. Highway No. 54, South 30°23'27" West, a distance of 447.41 feet to a 1/2" rebar with cap stamped "TX 5337" set for an angle point;

THENCE, continuing with the westerly right-of-way line of U.S. Highway No. 54, South 34°23'02" West, a distance of 260.00 feet to a 1/2" rebar with cap stamped "TX 5337" set for an angle point;

THENCE, continuing with the westerly right-of-way line of U.S. Highway No. 54, South 27°12'29" West, a distance of 218.88 feet to a 1/2" rebar with cap stamped "TX 5337" set at the intersection of the projected northerly right-of-way line of Truman Avenue and the westerly right-of-way line of U.S. Highway No. 54, for the southeast corner of the parcel herein described; **WHENCE**, a found 1" Iron at an angle point in the westerly right-of-way line of U.S. Highway No. 54, bears South 27°12'29" West (South 26°56'02" West ~ measured), a distance of 173.26 feet (173.19 feet ~ measured);

THENCE, leaving the westerly right-of-way line of U.S. Highway No. 54 and with the projected northerly right-of-way line of Truman Avenue and continuing with the northerly right-of-way line of Truman Avenue, North 86°35'48" West, a distance of 635.21 feet to the **TRUE POINT OF BEGINNING**.

Said Parcel contains 14.15 acres (616,345 square feet) more or less.

All bearings contained hereon are grid based on the Texas Central State Plane.

EXHIBIT A

Page 3 of 3

All coordinates contained hereon were obtained by G.P.S. observation and are Texas Central Zone State Plane (NAD83) based on found N.G.S. Brass Cap Monument stamped "N-13-EPGS-1980" as mentioned above.

Isaac Camacho

Isaac Camacho

TX R.P.L.S. No. 5337

Date: May 19, 2006

S5907-06



EXHIBIT B





ITEM 51

Special Privilege License

4810 Pollard



License Details

Applicant:

- Department of the Navy – Naval Operations Support Center (NOSC)

Location:

- 4810 Pollard

Type of Encroachment

- Surface encroachment of a security fence. 2.5' in width and 420' in length for a total of 1,050.00'. Previous license expired in September 2022.

Term

- One (1) year with Six (6) additional One (1) year renewal options
- Renewals require Council approval

Fees

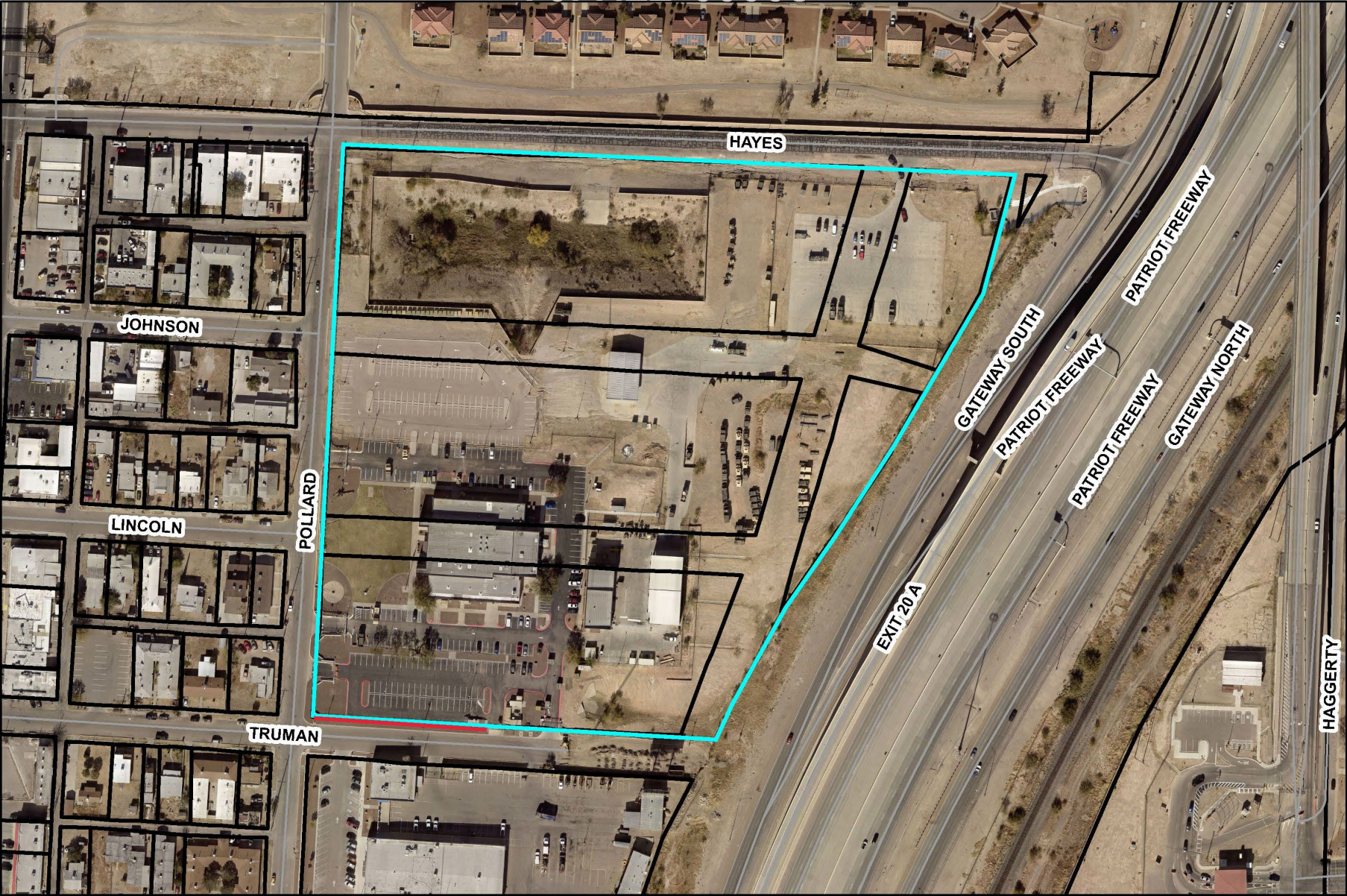
- \$119.70 per year

Staff Recommendation

- Approval



Aerial



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



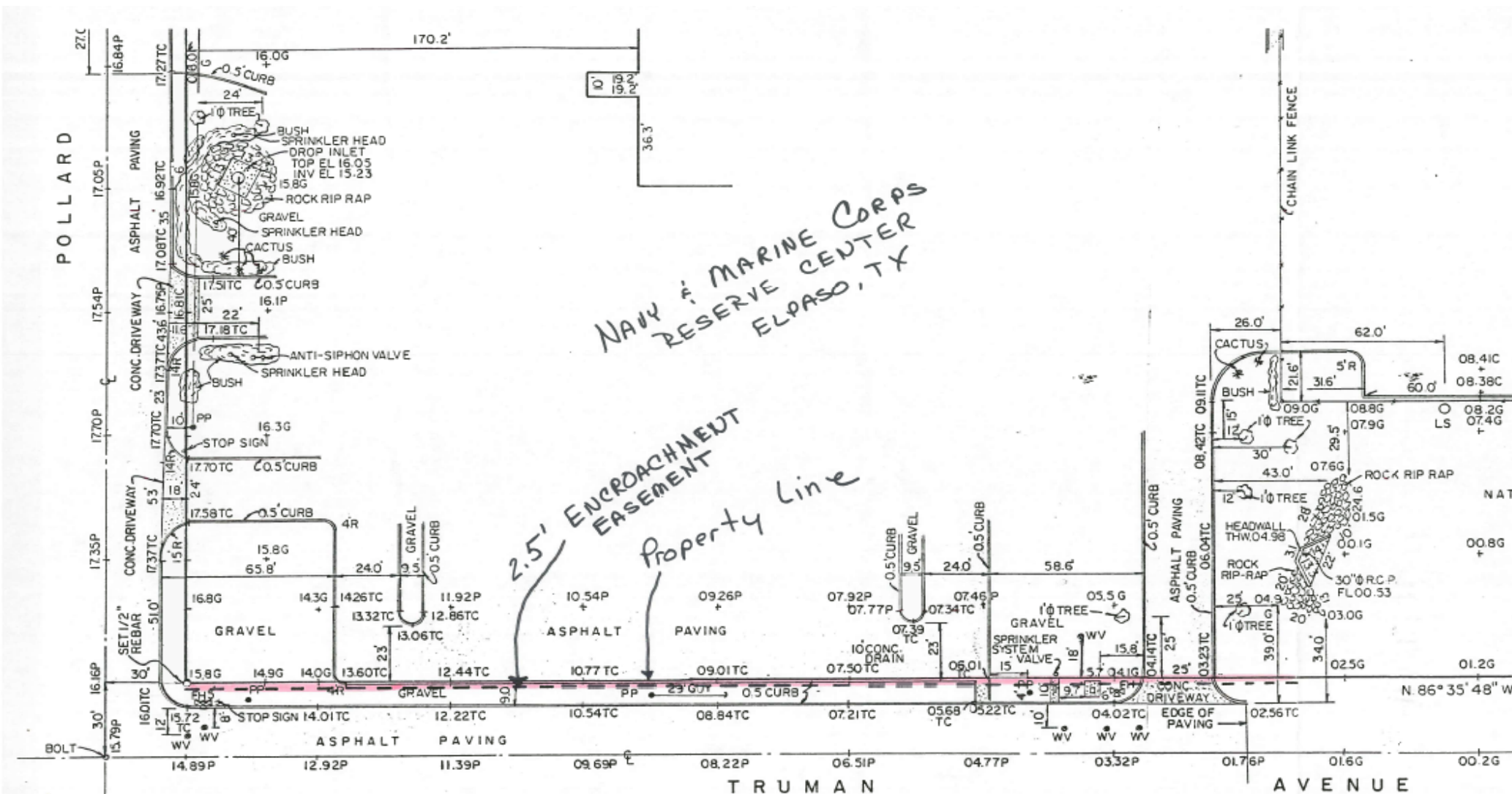
Subject Property



Subject Property



Site Plan





Recommendation

- Staff recommends **approval** of the Special Privilege License for the surface encroachment of the security fence.



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Misión

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



Visión

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



Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1207, 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.

An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to limit individual contributions to political campaigns for Mayor and City Council to \$1,000 per election and require donors to disclose their place of employment.

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

DEPARTMENT: City Clerk's Office

AGENDA DATE: September 27, 2022

PUBLIC HEARING DATE: October 11, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Laura D. Prine, (915) 212-0049

DISTRICT(S) AFFECTED: All District

STRATEGIC GOAL: Goal No. 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.11 – Provide efficient and effective services to taxpayers

SUBJECT:

An Ordinance pursuant to Article III, Section 3.11 (Initiative) of the El Paso City Charter, to limit individual contributions to political campaigns for Mayor and City Council to \$1,000 per election and require donors to disclose their place of employment.

BACKGROUND / DISCUSSION:

On August 4, 2022, an initiative petition was filed with the City Clerk's Office related to Fair Elections and on September 13, 2022 the City Clerk certified that the requisite number of signatures of registered voters were submitted.

Section 3.11 – Initiative of the City Charter requires that the petition verification and placement of the proposed ordinance be placed on the City Council agenda meeting to be held within 30 working days of the filing date of the petition.

Thus, pursuant to all applicable City Charter provisions and requirements, the City Clerk is presenting this petition to the City Council within the 30 working days specified.

PRIOR COUNCIL ACTION:



On January 8, 2019 an Ordinance pursuant to Article III, Section 3.11 (Initiative) of the El Paso City Charter was presented to City Council for a vote that the City of El Paso would take all steps necessary pursuant to Chapter 311 of the Texas Tax Code to immediately terminate "Reinvestment Zone Number Twelve, City of El Paso" created by Ordinance No. 018790 and "Reinvestment Zone Number 10 expanded 10a" created by Ordinance No. 018791.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

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

ORDINANCE NO. _____

AN ORDINANCE PROPOSED BY INITIATIVE PETITION UNDER CITY CHARTER SECTION 3.11 TO LIMIT INDIVIDUAL CONTRIBUTIONS TO POLITICAL CAMPAIGNS FOR MAYOR AND CITY COUNCIL TO \$1,000 PER ELECTION AND REQUIRE DONORS TO DISCLOSE THEIR PLACE OF EMPLOYMENT.

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

The City of El Paso shall limit contributions to political campaigns for mayor and city council to \$1,000.00 per individual donor per election, require campaign donors to disclose their place of employment, and adopt enforcement provisions. The City of El Paso adopts and shall take all steps necessary and appropriate to enforce the limits on campaign contributions to candidates for Mayor and City Council, to include the following.

Each candidate may authorize, establish, administer, or control only one campaign committee at one time.

The election cycle for purposes of this ordinance begins 365 days before election day.

Campaign contribution limits:

No candidate for mayor or city council and their campaign committee shall accept campaign contributions in excess of \$1000 per contributor per election cycle from any person, except for the candidate and political action committees. The amount of the contribution limit shall be modified each year with the adoption of the city budget to increase or decrease in accordance with the most recently published federal government Bureau of Labor Statistics Indicator, Consumer Price Index (CPI-W U.S. City Average) U.S. City Average. The most recently published Consumer Price Index in March 2022, shall be used as a base of 100 and the adjustment thereafter will be to the nearest \$50.00.

No candidate for mayor or city council shall contribute more than \$5,000 to the candidate's campaign or expend more than \$5000 from their own funds per election cycle. The amount of the contribution limit shall be modified each year with the adoption of the budget to increase or decrease in accordance with the most recently published federal government Bureau of Labor Statistics Indicator, Consumer Price Index (CPI-W U.S. City Average) U.S. City Average. The most recently published Consumer Price Index on March 2022, shall be used as a base of 100 and the adjustment thereafter will be to the nearest \$50.00.

Required disclosures:

All contributors to a candidate for mayor or city council shall disclose the name of their employer or current place of employment; if the contributor is not employed, they shall state their current status (ex: retired, unemployed, etc.).

ORDINANCE NO. _____

No candidate for mayor or city council shall accept an aggregate contribution total of more than \$5,000.00 per election, and \$2,500.00 in the case of a runoff election, from sources other than natural persons. The amount of the contribution limit shall be modified each year with the adoption of the budget to increase or decrease in accordance with the most recently published federal government Bureau of Labor Statistics Indicator, Consumer Price Index (CPI-W U.S. City Average) U.S. City Average. The most recently published Consumer Price Index on March 2022, shall be used as a base of 100 and the adjustment thereafter will be to the nearest \$1,000.00.

Coordinated Expenditures:

Any campaign expenditure supporting the election of a candidate or opposing the election of an opponent made with the prior consent of the candidate or his or her committee, or with cooperation or strategic communication between the candidate or his or her committee and the person making the expenditure, is considered a campaign contribution and a campaign expenditure and is subject to the limitations in this ordinance.

Responsibility of Candidate To Prevent Violations:

The candidate, or his or her committee, shall determine whether accepting each campaign contribution would violate this section before accepting the campaign contribution. If the candidate is unable to prevent a violation before accepting the campaign contribution, the candidate must return funds that exceed the above limits on campaign contributions within 20 days of receiving the campaign contribution, which is considered the date the cash donation was accepted or when the electronic deposit, check or money order was deposited into a bank account or cashed. A candidate who violates this section shall be subject to a \$500 civil penalty for each campaign contribution in violation of this section. The fine is due on the 21st day after the violation occurred (i.e. when the unlawful campaign contribution was received). A \$50 fine shall be assessed for every day the initial fine goes unpaid.

Severability:

If any portion of this chapter is held unlawful by a court of law, that portion shall be severed from the chapter and the rest shall continue in force.

PASSED AND APPROVED this _____ day of _____ 2022.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

ORDINANCE NO. _____

Laura D. Prine
City Clerk

ORDINANCE NO. _____

22-1065-156/1204245/



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1211, 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.

An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to provide public financing for candidates for Mayor and City Council who voluntarily agree to limit their campaign contributions and expenditures and demonstrate community support for their candidacy.

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

DEPARTMENT: City Clerk's Office

AGENDA DATE: September 27, 2022

PUBLIC HEARING DATE: October 11, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Laura D. Prine, (915) 212-0049

DISTRICT(S) AFFECTED: All District

STRATEGIC GOAL: Goal No. 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.11 – Provide efficient and effective services to taxpayers

SUBJECT:

An Ordinance pursuant to Article III, Section 3.11 (Initiative) of the El Paso City Charter, to provide public financing for candidates for Mayor and City Council who voluntarily agree to limit their campaign contributions and expenditures and demonstrate community support for their candidacy.

BACKGROUND / DISCUSSION:

On August 4, 2022, an initiative petition was filed with the City Clerk's Office related to Fair Elections and on September 13, 2022 the City Clerk certified that the requisite number of signatures of registered voters were submitted.

Section 3.11 – Initiative of the City Charter requires that the petition verification and placement of the proposed ordinance be placed on the City Council agenda meeting to be held within 30 working days of the filing date of the petition.

Thus, pursuant to all applicable City Charter provisions and requirements, the City Clerk is presenting this petition to the City Council within the 30 working days specified.

PRIOR COUNCIL ACTION:



On January 8, 2019 an Ordinance pursuant to Article III, Section 3.11 (Initiative) of the El Paso City Charter was presented to City Council for a vote that the City of El Paso would take all steps necessary pursuant to Chapter 311 of the Texas Tax Code to immediately terminate "Reinvestment Zone Number Twelve, City of El Paso" created by Ordinance No. 018790 and "Reinvestment Zone Number 10 expanded 10a" created by Ordinance No. 018791.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

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

ORDINANCE NO. _____

AN ORDINANCE PROPOSED BY INITIATIVE PETITION UNDER CITY CHARTER SECTION 3.11 TO PROVIDE PUBLIC FINANCING FOR CANDIDATES FOR MAYOR AND CITY COUNCIL WHO VOLUNTARILY AGREE TO LIMIT THEIR CAMPAIGN CONTRIBUTIONS AND EXPENDITURES AND DEMONSTRATE COMMUNITY SUPPORT FOR THEIR CANDIDACY.

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

The City of El Paso shall establish a program of public financing for candidates for mayor and city council who voluntarily agree to limit their campaign contributions and expenditures and demonstrate community support for their candidacy. The City of El Paso shall take all steps necessary and appropriate to implement public financing, to include the following.

Each candidate may authorize, establish, administer, or control only one campaign committee at one time.

The election cycle for purposes of this ordinance begins 365 days before election day.

Campaign Contributions:

Except as provided below, a candidate who signs a campaign public financing contract under this chapter shall not accept contributions from an individual or any political committee exceeding the following limits.

Candidates for mayor and city council shall not accept more than \$1,000 in contributions from individuals.

Candidates for mayor and city council shall not accept more than \$5,000 in campaign contributions in a campaign for a regular election from political committees for a regular election or an additional \$2,500 for a runoff election.

A candidate for mayor or city council may expend personal funds on his or her own campaign only up to \$5,000.

Candidates for Mayor:

Eligible mayoral candidates are those who sign the campaign public financing contract and collect signatures from 1 % of the number of registered voters in the City of El Paso as of the date of the last general election. Eligible mayoral candidates must collect and return the requisite number of signatures to the City Clerk within the 365 days preceding the election and 45 days before election day. The City Clerk will have 10 working days to validate the signatures and provide the funding to the eligible candidate. Eligible candidates will receive \$65,000 for their campaigns, while funds are available. Eligible candidates are those who have not accepted campaign contributions over \$150,000 prior to submitting the requisite signatures and who have agreed not to accept an aggregate of more than

ORDINANCE NO. _____

\$150,000 in campaign contributions during the election cycle. Funds from the public financing program do not count towards the \$150,000 limit.

Up to \$260,000 will be available by the City Council from the City of El Paso general fund to fund campaigns for mayoral candidates for every election for mayor.

Candidates for City Council:

Eligible city council candidates are those who sign the campaign public financing contract and who collect signatures from 1 % of the number of registered voters in their city council district as of the date of the last general election. Eligible mayoral candidates must collect and return the requisite number of signatures to the City Clerk within the 365 days preceding the election and 45 days before election day. Eligible candidates must collect and return the requisite number of signatures to the City Clerk.

The City Clerk will have 10 working days to validate the signatures and provide the funding to the eligible candidate. Eligible city council candidates will receive \$20,000 for their campaigns, while funds are available. Eligible city council candidates are those who have not accepted over \$50,000 in campaign contributions prior to submitting the requisite signatures and agree to not accept more than \$50,00 in campaign contributions during the election cycle. Funds from the public financing program do not count towards the \$50,000 limit.

Up to \$240,000 will be made available by the City Council from the City of El Paso general fund to fund campaigns for city council candidates for every election cycle.

Violations:

Candidates who accept public financing and violate the funding and spending limits of this ordinance, as determined by the candidate's campaign finance reports filed with the City Clerk, will be required to return the funding to the City within 15 days of the violation and will not be allowed to participate in the public financing program again.

Funding and Spending Limits:

(1) The City, acting through the City Clerk, shall establish a public financing dedicated fund account into which all the Program's proceeds shall be deposited. This account shall be under the city clerk's discretion and control, subject to the terms of this Ordinance (2) These funds shall be deposited promptly into the public financing dedicated fund account for the exclusive use of funding the Program: all candidate filing fees; all campaign finance, lobbyist reporting, and ethics fines, late fees, and criminal penalties; all donations and grants for the Program accepted by the city clerk; interest or other gains from the dedicated fund; and any other funds appropriated or designated for the Program. (3) The Council shall provide the city clerk the funds needed to effectively administer and publicize the Program. (4) At the beginning of each calendar year, the City of El Paso shall transfer in general revenue funds \$500,000 to the public financing dedicated fund account for the purpose of funding the redemption of Democracy Dollars Vouchers. (5) If there is an excess of funds in the public financing dedicated fund for the Program's current or reasonably foreseeable future use of Democracy Dollars Vouchers, the city clerk, at his or her discretion, may transfer the excess to the City's general fund.

Severability:

ORDINANCE NO. _____

If any portion of this chapter is held unlawful by a court of law, that portion shall be severed from the chapter and the rest shall continue in force.

PASSED AND APPROVED this _____ day of _____ 2022.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

ORDINANCE NO. _____



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1212, 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.

An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to use ranked choice voting for the election of Mayor and City Council where voters rank candidates in order of preference, and if no candidate receives a majority, the candidates with the fewest votes are eliminated and the votes they received are transferred to voter's second choice, and so on until there is a majority vote for one candidate, so long as permitted by state law.

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

DEPARTMENT: City Clerk's Office

AGENDA DATE: September 27, 2022

PUBLIC HEARING DATE: October 11, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Laura D. Prine, (915) 212-0049

DISTRICT(S) AFFECTED: All District

STRATEGIC GOAL: Goal No. 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.11 – Provide efficient and effective services to taxpayers

SUBJECT:

An Ordinance pursuant to Article III, Section 3.11 (Initiative) of the El Paso City Charter, to eliminate separate runoff elections for the election of Mayor and City Council and instead provide for the use of ranked choice voting, in which voters would have the choice of ranking candidates, and in which the candidate who receives a majority of first-choice votes would win, but if there is no majority winner, the last place candidate would be eliminated and any voter who had that candidate as their top choice would have their vote transferred to their next choice, until a candidate has a majority of votes and is therefore deemed the winner, so long as permitted by state law.

BACKGROUND / DISCUSSION:

On August 4, 2022, an initiative petition was filed with the City Clerk's Office related to Fair Elections and on September 13, 2022 the City Clerk certified that the requisite number of signatures of registered voters were submitted.

Section 3.11 – Initiative of the City Charter requires that the petition verification and placement of the proposed ordinance be placed on the City Council agenda meeting to be held within 30 working days of the filing date of the petition.

Thus, pursuant to all applicable City Charter provisions and requirements, the City Clerk is presenting this petition to the City Council within the 30 working days specified.

PRIOR COUNCIL ACTION:

On January 8, 2019 an Ordinance pursuant to Article III, Section 3.11 (Initiative) of the El Paso City Charter was presented to City Council for a vote that the City of El Paso would take all steps necessary pursuant to Chapter 311 of the Texas Tax Code to immediately terminate "Reinvestment Zone Number Twelve, City of El Paso" created by Ordinance No. 018790 and "Reinvestment Zone Number 10 expanded 10a" created by Ordinance No. 018791.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

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

ORDINANCE NO. _____

AN ORDINANCE PROPOSED BY INITIATIVE PETITION UNDER CITY CHARTER SECTION 3.11 TO USE RANKED CHOICE VOTING FOR THE ELECTION OF MAYOR AND CITY COUNCIL WHERE VOTERS RANK CANDIDATES IN ORDER OF PREFERENCE, AND IF NO CANDIDATE RECEIVES A MAJORITY, THE CANDIDATES WITH THE FEWEST VOTES ARE ELIMINATED AND THE VOTES THE RECEIVED ARE TRANSFERRED TO VOTER'S SECOND CHOICE, AND SO ON UNTIL THERE IS A MAJORITY VOTE FOR ONE CANDIDATE, SO LONG AS PERMITTED BY STATE LAW.

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

The City of El Paso shall use ranked choice voting for the election of mayor and city council where voters rank candidates [up to five] in order of preference, and if no candidate receives a majority, candidates with the fewest votes are eliminated and the votes they received are transferred to voter's second choice, and so on until there is a majority vote for one candidate, so long as permitted by state law?

The City of El Paso shall take all steps necessary and appropriate to implement ranked choice voting, to include the following.

RANKED CHOICE VOTING.

(A) This section shall be operative provided it is not in conflict with the state constitution or the state laws.

(B) To the extent of any conflict with other provisions of this Code, this section controls.

(C) For the purposes of this section, the following terms have the following meanings:

(1) Batch elimination. The term "batch elimination" means the simultaneous elimination of multiple candidates whose election is mathematically impossible.

(2) Continuing ballot. The term "continuing ballot" means a ballot that is not an inactive ballot.

(3) Continuing candidate. The term "continuing candidate" means any candidate who has not been eliminated.

(4) Election is mathematically impossible. The term "election is mathematically impossible" applies to a candidate who cannot be elected because such candidate's vote total in a round, plus all votes that could possibly be transferred to such candidate in future rounds from candidates who received

ORDINANCE NO. _____

a fewer or an equal number of votes, would not be enough to surpass that of the candidate with the next highest vote total in such round.

(5) Inactive Ballot. The term "inactive ballot" means a ballot in which all ranked candidates have been eliminated, or a ballot that assigns equal rank to two or more candidates and all candidates with higher ranks than the rank assigned to two or more candidates are eliminated.

(6) Highest rank. The term "highest rank" refers to the highest rank whether that be rank number 1, rank number 2, rank number 3, rank number 4, or rank number 5.

(7) Last place candidate. The term "last place candidate" means a continuing candidate with the fewest votes in a round.

(8) Rank. The term "rank" means the number assigned on a ballot by a voter to a candidate to express the voter's preference for that candidate. Rank number 1 is the highest ranking, rank number 2 is the next highest ranking, and so on. No rank lower than 5 shall be permitted or tabulated.

(9) Ranked choice election. The term "ranked choice election" means any election for a ranked choice office.

(10) Ranked choice office. The term "ranked choice office" means the offices of mayor and council member.

(D) The provisions of this section shall apply to ranked choice elections. No runoff election shall be held for any ranked choice office.

(E) All candidates in a ranked choice election shall be listed on the ballot. The ballot shall permit a voter to rank five candidates for each office, inclusive of any write-in candidate permitted by law, in order of preference, unless there are fewer than five candidates on the ballot for such office, in which case the ballot shall permit a voter to rank the total number of such candidates for such office inclusive of any write-in candidate permitted by law.

(F) For all ranked choice elections, the following tabulation procedures apply: (1) If a candidate receives a majority of highest rank votes, that candidate shall be elected. (2) If no candidate receives a majority of highest rank votes, tabulation shall proceed in rounds. In each round, the number of votes for each continuing candidate shall be counted; each continuing ballot shall count as one vote for its highest ranked continuing candidate for that round; and inactive ballots shall not be counted for any continuing candidate. A round ends with one of the following outcomes: (i) If there are two continuing candidates, the candidate with the most votes shall be elected. (ii) If there are more than two continuing candidates, the last place candidate shall be eliminated and a new round shall begin; provided, however, that batch elimination shall occur at the same time as such elimination of the last place candidate, unless such batch elimination would result in only one continuing candidate, in which case no such batch elimination shall

ORDINANCE NO. _____

occur. (3) A tie between two or more candidates shall be resolved in accordance with the election law.

(G) Severability. If any portion of this chapter is held unlawful by a court of law, that portion shall be severed from the chapter and the rest shall continue in force.

PASSED AND APPROVED this _____ day of _____ 2022.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

ORDINANCE NO. _____



Legislation Text

File #: 22-1293, 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

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 the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and LiftFund, providing \$2,500,000 to LiftFund to administer American Rescue Plan Act (ARPA) funds to institute the City of El Paso Small Business Grant & Interest Buy-Down Program to entities affected by the COVID-19 pandemic.

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

AGENDA DATE: September 27, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Tamayo Craigo 915.212.1617
Elizabeth Triggs 915.212.1619

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

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

Discussion and action for a resolution authorizing the City Manager be authorized to execute a Subrecipient Agreement by and between the City of El Paso and Lift Fund, providing \$2,500,000 to LiftFund to administer ARPA Act funds to institute the City of El Paso Small Business Grant & Interest Buy-Down Program to entities affected by the COVID-19 pandemic.

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 American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion stimulus bill passed by the US Congress and signed by President Joe Biden in March of 2021. The bill was a response to the COVID-19 Pandemic and sought to speed the United States' recovery by addressing both the health and economic impacts of the pandemic. The City of El Paso received \$154,365,135 from the ARPA bill and on May 14, 2022, City Council approved the allocation of \$14M to small business recovery and relief.

During the COVID-19 shutdown in 2020, City Council allocated \$21.9M from the CARES Act federal funding plus \$3M from the general fund to small business grants and programming. Most of the funds went directly to businesses, supporting 1,566 directly with cash grants.

LiftFund, a community development financial institution, will administer two programs with a \$2.5M allocation. Small businesses are still recovering from the devastating financial effects of the pandemic. The first program is for cash grants of up to \$10,000 to eligible businesses for working capital. Eligible businesses that did not receive CARES Act funding will be prioritized for grant funding. The second program is a \$100,000 fund to buy-down the interest rate on loans up to \$25k. One of the greatest challenges to growing a small business is access to capital. The allocation of the interest buy-down will help businesses reduce their borrowing costs which is critical to businesses affected by inflation, shrinking profit margins and workforce shortages.

PRIOR COUNCIL ACTION:

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

On August 19, 2020 City Council approved the allocation of \$8.5M to LiftFund of CARES Act Federal funding to distribute cash grants to small businesses.

AMOUNT AND SOURCE OF FUNDING:

Revised 04/09/2021

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?
ARPA Funding

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X 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, on March 11, 2021, the federal government enacted the American Rescue Plan Act (“ARPA”), which established the Coronavirus State Fiscal Relief Fund & Coronavirus Local Fiscal Relief Fund (“CSLFRF”) and appropriated \$150 billion to the Fund to be used to address the economic fallout caused by the COVID-19 pandemic; and

WHEREAS, the City is a recipient of \$154,365,135 under the ARPA funding grant; and

WHEREAS, on May 9th 2022 the City Council appropriated ARPA funds to be used by the City in accordance with the requirements stipulated by the CSLFRF, ARPA and federal guidelines; and

WHEREAS, the City desires to enter into a Subrecipient Agreement with **LIFTFUND INC. (“Liftfund”)**, a Texas non-profit organization, whereby Liftfund will administer ARPA Act funds to institute the City of El Paso Small Business Grant & Interest Buy-Down Program to entities affected by the COVID-19 pandemic; and

WHEREAS, the City’s expenditure under this Agreement is, in the reasonable judgement of the City Council, a necessary expenditure incurred due to the public health emergency with respect to COVID–19, and which was not accounted for in the budget most recently approved as of the date of enactment of this section for the City; and

WHEREAS, the City’s expenditure under this Subrecipient Agreement is related to the provision of grants to reimburse small businesses for the costs of business interruptions caused by required COVID-19 closures.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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

That the City Manager be authorized to execute a Subrecipient Agreement by and between the City of El Paso and Lift Fund, providing \$2,500,000 to Liftfund to administer ARPA Act funds to institute the City of El Paso Small Business Grant & Interest Buy-Down Program to entities affected by the COVID-19 pandemic.

APPROVED this ____ day of _____, 2022.

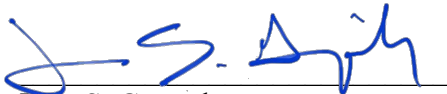
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth K. Triggs, Director
Economic & International Development



THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

SUB-RECIPIENT AGREEMENT
[ARPA – Economic Impacts]

This Sub-Recipient Agreement (“**Agreement**”) is made this _____ day of _____, 20____ by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**CITY**”, and the **LIFTFUND INC.**, a Texas non-profit organization (“**Sub-Recipient**” or “**Contractor**”).

RECITALS

WHEREAS, on May 9th 2022 the City Council appropriated ARPA funds to be used by the City in accordance with the requirements stipulated by the CSLFRF, ARPA and federal guidelines; and

WHEREAS, such funding may be used to provide loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees and mortgage, rent, utility, and other operating costs; and technical assistance, counseling or other services to support business planning; or other assistance as identified in the Final Rule to support impacted and disproportionately impacted small businesses; and

WHEREAS, the CITY intends to engage the Sub-Recipient to institute the City of El Paso Small Business Grant & Interest Buy-Down Program, hereinafter referred to as the “**Scope of Work**” or “**Project**”, as further described in **Attachment “A”**; and

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the CITY and Sub-Recipient agree as follows:

ARTICLE I. ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Work (Project)
Attachment “B”	Budget
Attachment “C”	Insurance Certificates / Certifications
Attachment “D”	Additional Terms & Conditions (ARPA)

ARTICLE II. PROJECT

2.1 The CITY hereby agrees to retain the Sub-Recipient and the Sub-Recipient agrees to perform the services contemplated in the for the Project. The Project shall consist of the Sub-Recipient’s completion of the Scope of Services as further described in **Attachment “A”**.

2.2 During the term of this Agreement, Sub-Recipient will establish a contractual obligation to provide support services, as reasonably needed, at a business support center to be identified by CITY. Said business support center will be located within the geographic boundaries of the City of El Paso.

Sub-Recipient acknowledges that they will not be the exclusive support services provider; but will cooperate and support the CITY's efforts at the business support center through the Sub-Recipient's participation and providing various metrics as may be requested by the City.

ARTICLE III. SUB-RECIPIENT FEES AND PROJECT BUDGET

3.1 PAYMENT TO SUB-RECIPIENT. The CITY shall pay to the Sub-Recipient an amount not to exceed **\$2,500,000** for all services and reimbursables performed pursuant to this Agreement.

The parties agree and understand that all fees and compensation to the Sub-Recipient shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Budget attached to this Agreement as **Attachment "B"**.

3.2 SUB-RECIPIENT'S SERVICES. The Services to be provided by the Sub-Recipient for this Agreement are attached hereto as **Attachment "A"**.

3.3 SUB-RECIPIENT'S INVOICES. The Sub-Recipient shall bill the CITY not more often than monthly, through written invoices. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Sub-Recipient, the current invoiced amount and the amount billed to date.

3.3.2 The CITY agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the CITY may, upon notice to the Sub-Recipient, withhold payment to the Sub-Recipient for the amount in dispute only, until such time as the exact amount of the disputed amount due the Sub-Recipient is determined. The total amount paid to Sub-Recipient shall not exceed Sub-Recipient's fee proposal, except by written amendment to this Agreement, executed by both parties.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the execution by all parties to this Agreement. The Sub-Recipient shall complete the requested services in accordance with the timeline(s) and schedule(s) outlined in **Attachment "A"**.

4.2 TERMINATION. This Agreement may be terminated as provided herein.

4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the Sub-Recipient and CITY that the CITY may terminate this Agreement, in whole or in part for the convenience of the CITY, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Sub-Recipient shall cease the performance of services under this Agreement. Upon such termination, the Sub-Recipient shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the CITY's notice of termination. CITY shall compensate Sub-Recipient in accordance with this Agreement; however, the CITY may withhold any payment to the Sub-Recipient that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Sub-Recipient from the CITY is determined. Nothing contained herein, or elsewhere in this Agreement shall require the CITY to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.2.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Sub-Recipient and CITY that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the CITY retains the right to immediately terminate this Agreement for default if the Sub-Recipient violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the CITY pursuant to this subsection, the CITY may withhold payments to the Sub-Recipient for the purpose of setoff until such time as the exact amount due the Sub-Recipient from the CITY is determined.

4.2.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract. Sub-Recipient agrees that the Contract can be terminated if the Sub-Recipient or any of its vendor(s) knowingly or intentionally fails to comply with a requirement of that subchapter.

TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Sub-Recipient shall procure and maintain insurance coverage as required herein and attached in **Attachment "C"**. Sub-Recipient shall not commence work under this Agreement until the Sub-Recipient has obtained the required insurance and such insurance has been approved by the CITY. The Sub-Recipient shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Sub-Recipient shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Sub-Recipient's employees to be engaged in work under this Agreement. The Sub-Recipient shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the CITY, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Sub-Recipient shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Sub-Recipient and the Sub-Recipient's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Sub-Recipient or by anyone directly or indirectly employed by the Sub-Recipient. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY Combined Single Limit**
\$1,000,000.00 per accident

5.1.3 OWNER AS ADDITIONAL INSURED. The CITY shall be named as an Additional Insured on all of the Sub-Recipient's Insurance Policies, with the exception of Workers' Compensation required by this Agreement.

5.1.4 PROOF OF INSURANCE. The Sub-Recipient shall furnish certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.5 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "C"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND CITY, AND CITY'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSULTANTS, SUBCONSULTANTS, VENDORS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT,

ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR, VENDOR, OR SUPPLIER COMMITTED BY SUB-RECIPIENT OR SUB-RECIPIENT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE SUB-RECIPIENT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

TO THE EXTENT ALLOWED BY STATE LAW, THE CITY WILL BE RESPONSIBLE FOR ITS OWN ACTIONS.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Sub-Recipient understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within Attachment "A".

7.2 ADDITIONAL TERMS AND CONDITIONS (ARPA). Sub-recipient agrees to comply and adhere to all terms and conditions associated with the CITY's receipt of ARPA funds. For Sub-recipient's ease of reference links and references to the additional Terms and Conditions are attached to this Agreement as **Attachment D**.

7.3 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the concepts, design, and other documents prepared by the Sub-Recipient for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the CITY, who shall be vested with all common law and statutory rights. The CITY shall have the right to the use of the documents; provided however the Sub-Recipient shall have no liability for any use of one or more of the Instruments of Service by the CITY. The CITY shall have the consent of the Sub-Recipient, provided, however, the Sub-Recipient shall have no liability or responsibility for such use of the concepts, design, and other documents. The rights granted to the CITY herein for the use of the documents for additional projects shall not grant the CITY any right to hold the Sub-Recipient responsible for any subsequent use of the documents. The Sub-Recipient shall provide the CITY with copies of the Instruments of Service in both electronic form and, if applicable, in hard copy.

7.4 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Sub-Recipient's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the CITY in connection with the Sub-Recipient's work on this Project for the CITY and shall be open to inspection and subject to audit and/or reproduction by CITY's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Sub-Recipient's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and

indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Sub-Recipient's records have been generated from computerized data, Sub-Recipient agrees to provide CITY's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The CITY or its designee shall be entitled, at its expense, to audit all of the Sub-Recipient's records related to this Project, and shall be allowed to interview any of the Sub-Recipient's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law or the additional Terms and Conditions referred to in Section 7.2 above. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Sub-Recipient's office hours) and places upon reasonable notice.

7.5 CONTRACTING INFORMATION

The Sub-Recipient must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Sub-Recipient will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Sub-Recipient on request of the City. On completion of this Contract, Sub-Recipient will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Sub-Recipient or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the CITY and the Sub-Recipient, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Sub-Recipient shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to: The City of El Paso
 Attn: Economic and International Development
 P. O. Box 1890
 El Paso, Texas 79950-1890

To the Sub-Recipient: LIFTFUND
 Interim President
 2014 S. Hackberry St.
 San Antonio, Texas 78210

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

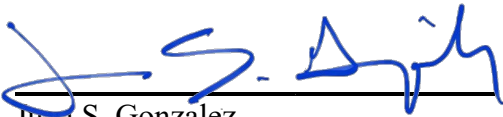
WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY:
CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney

Elizabeth Triggs
Director
Economic and International Development

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires: _____/_____/_____

(Signatures continue on the following page)

SUB-RECIPIENT:
LIFTUND INC.

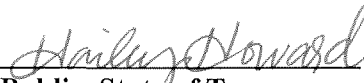


Richard Ruebe
Interim President

ACKNOWLEDGEMENT

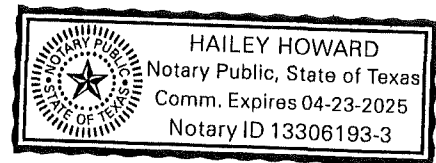
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 5th day of October, 20 22, by Hailey Howard, as Closing Officer of LiftFund Inc.



Notary Public, State of Texas

My commission expires: 04 / 23 / 2025



ATTACHMENT “A”
SCOPE OF WORK

CITY OF EL PASO SMALL BUSINESS GRANT & INTEREST BUY DOWN PROGRAM DESIGN

Grant Program Guidelines

Business Qualifications:

- 2020 annual gross sales of more than \$10,000 but not more than \$1 million;
- Located in the City of El Paso
- Experienced negative impact on operations due to the pandemic; “Negative impact” is defined as a decrease in gross sales or net profit/loss between 2019 and 2020 or 2019 and 2021
- In operation before January 1, 2020 with documented financials in 2019. If a business began in 2019 and was not operating the full year, 2019 gross sales will be compared to a pro-rated amount of gross sales in 2020 and 2021 to determine negative impact.

- Currently operating
- Be in good standing with Texas Comptroller’s office, if applicable.
- Prohibited industries are: sexually oriented, gambling, payday lenders, real estate investment. Prohibited industries will be identified by their NAICS code. List of prohibited codes below. Franchisees are allowed.

NAICS code	Industry
522292	Real Estate Credit
522294	Secondary Market Financing
525920	Trusts, Estates, and Agency Accounts
525990	Other Financial Vehicles
531390	Other Activities Related to Real Estate
551112	Offices of Other Holding Companies
551114	Corporate, Subsidiary, and Regional Managing Offices
713210	Casinos (except Casino Hotels)
713290	Other Gambling Industries
721120	Casino Hotels
921130	Public Finance Activities

Grant Awards & Limitations

Grants will be \$10,000 to eligible micro, small businesses and nonprofit organizations. Funds must be used for business-related expenses, including payroll, working capital, business rent, inventory, supplies, equipment, and other operating costs.

- Applicants are only eligible to receive one grant award
- Only one grant may be awarded per business with more than one location
- Limited to one grant per physical address within City of El Paso

Required Documents

- Current Driver's license or government-issued photo ID
- Business formation documents
- Business utility bill (water, gas, electric). Home based businesses may provide a home utility bill.
- Business Financials: 2019 and 2020 or 2019 and 2021 business tax returns (additional financial documents, such as bank statements or P&L may be requested if losses cannot be verified by the tax returns). Applicants without a tax return for 2019 will not be considered.
- Most recent business bank statement (personal bank statements will be accepted if business activity is clearly identifiable)
- DD 214 proof of military discharge (veterans only)
- 501(c)(3) certification (non-profits only)
- Grant acceptance resolution (non-profits only)

Applications will be considered on a first come, first served basis. The City of El Paso will provide a list of CARES Act grant recipients to LiftFund. Applicants who have not received any prior COVID relief funding will be reviewed and funded first. Application will be open for submission for up to a three-month period, or until funding is exhausted, whichever comes first. Applicants who have received prior funding may apply at the same time as those who have not received prior funding but will not be reviewed or considered until the 3 month application period has closed and if available funding remains.

A business climate survey formulated by the City of El Paso is a prerequisite to receiving the grant funding. The City of El Paso will provide the survey link to LiftFund for the applicant to complete.

Follow up: Recipients will sign an awardee agreement prior to receipt of funds guaranteeing funds will be used for eligible business expenses. An impact survey will be sent to grant recipients in January 2024 in which responders will indicate the primary use of the funds. LiftFund will not collect receipts for individual expenditures post

Program Timeline	
October 15, 2022	Eligibility criteria finalized and contract signed
October 28, 2022 - November 30, 2022	Build online application and website.
November 14- December 19 - 31, 2022	Program promotion: public virtual info session, social media, eblasts, press release, community outreach by City contractors
December 1, 2022 – March 1, 2023	Application Open Period (or until funds exhausted)
December 16, 2022	First applicant Analysis Report submitted to City. Weekly pipeline reports submitted until program concludes.
December 22, 2022	Program funds + ½ administrative fee released from City to LiftFund
December 15, 2022 – March 15, 2023	Application Review, doc collection
January 9, 2023 – March 22, 2023	Award notification via DocuSign
January 18 – March 29, 2023	Funding disbursement to awardees
April 1, 2023	Final Grants Award Analysis Report due to EDD

April 7, 2023	½ Administrative Fee Payment due from City to LiftFund
January 2024	Follow up survey to recipients + results reported to City

215 estimated grant recipients

II. Buy Down Guidelines

Timeline: Available on loans beginning March 1, 2023 until funds are exhausted, no later than December 31, 2024.

A sample breakdown of fees is below.

		Current Rate	Buy Down Options
Loan Amount	\$15,000.00	\$15,000.00	\$15,000.00
Term	36	36	36
	Interest Rate	9% (max 12.5%)	5%
	Payment Amount	\$ 476	\$ 449
	Monthly buy down		\$31
	Total buy down per loan		\$972

All loan applications are subject to LiftFund's underwriting and scoring criteria.

Loan Eligibility:

- Business can be a start-up or an established business
- Must be in good standing with creditors
- Loans are limited to businesses that are located in the City of El Paso.
- Business existence will be verified using Liftfund existing process including one of the following: Smartlinx Report, Entity documents verified with Secretary of State, or copies of Assumed business name filed with the County. Capacity to service the loan will be verified using existing Liftfund practice for capacity verification.

Loan Terms

- Loans up to \$100,000
- The maximum interest rate of 12.5% before the reduced interest buy down is applied. The interest rate is set at a maximum of 12.5% then a buy down on the borrower's cost will be applied to reduce the rate to 5%, as long as the interest buy down funds are available.
- Up to 5% commitment fee
- Terms are based on size of loan

ATTACHMENT “B”
BUDGET

Budget @ \$2,500,000 @ 10% admin fee	Associated Cost
Personnel & Benefits	\$161,600
Website, Application, Direct Costs, Promotional Efforts, Translation, Other Contractual	\$70,750
Program Support	\$17,650
Interest Buy Down Program	\$100,000
Grants Allocation	\$2,150,000
Total Program Cost	\$2,500,000

ATTACHMENT “C”
INSURANCE CERTIFICATES / CERTIFICATIONS

ATTACHMENT “D”
ADDITIONAL TERMS & CONDITIONS (ARPA)

The subrecipients must abide by the following, as may be updated and revised.

- A) **[Social Security Act Title VI Sections 602 and 603, Enacted March 11, 2021.](#)**
- B) **[Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#)**
- C) **[2022 State and Local Fiscal Recovery Fund Compliance Supplement](#)**
- D) **[Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions](#)**

In addition to the above requirements, subrecipients must comply with the April 1, 2022 Final Rule for the Coronavirus State & Local Fiscal Recovery Funds. An overview of the federal agency requirements in the Final Rule is attached for ease of use of the subrecipients.



Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022



The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.



Contents

Introduction	4
Overview of the Program	6
Replacing Lost Public Sector Revenue	9
Responding to Public Health and Economic Impacts of COVID-19	12
Responding to the Public Health Emergency	14
Responding to Negative Economic Impacts	16
Assistance to Households	17
Assistance to Small Businesses	21
Assistance to Nonprofits	23
Aid to Impacted Industries	24
Public Sector Capacity	26
Public Safety, Public Health, and Human Services Staff	26
Government Employment and Rehiring Public Sector Staff	27
Effective Service Delivery	28
Capital Expenditures	30
Framework for Eligible Uses Beyond those Enumerated	32
Premium Pay	35
Water & Sewer Infrastructure	37
Broadband Infrastructure	39
Restrictions on Use	41
Program Administration	43



Introduction

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

EARLY PROGRAM IMPLEMENTATION

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used SLFRF funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides the features below.

Replacing Lost Public Sector Revenue

The final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

Public Health and Economic Impacts

In addition to programs and services, the final rule clarifies that recipients can use funds for capital expenditures that support an eligible COVID-19 public health or economic response. For example, recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with final rule requirements.



In addition, the final rule provides an expanded set of households and communities that are presumed to be “impacted” and “disproportionately impacted” by the pandemic, thereby allowing recipients to provide responses to a broad set of households and entities without requiring additional analysis. Further, the final rule provides a broader set of uses available for these communities as part of COVID-19 public health and economic response, including making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities.

Further, the final rule allows for a broader set of uses to restore and support government employment, including hiring above a recipient’s pre-pandemic baseline, providing funds to employees that experienced pay cuts or furloughs, avoiding layoffs, and providing retention incentives.

Premium Pay

The final rule delivers more streamlined options to provide premium pay, by broadening the share of eligible workers who can receive premium pay without a written justification while maintaining a focus on lower-income and frontline workers performing essential work.

Water, Sewer & Broadband Infrastructure

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

FINAL RULE EFFECTIVE DATE

The final rule takes effect on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect are in compliance with the SLFRF program.

However, recipients can choose to take advantage of the final rule’s flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*, which can be found on Treasury’s website, for more information on compliance with the interim final rule and the final rule.



Overview of the Program

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories. This Overview of the Final Rule addresses the four eligible use categories ordered from the broadest and most flexible to the most specific.

Recipients may use SLFRF funds to:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue loss due to the pandemic.
 - Recipients may determine their revenue loss by choosing between two options:
 - A standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program;
 - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.
 - Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.
- **Support the COVID-19 public health and economic response** by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector.
 - Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
 - To provide simple and clear eligible uses of funds, Treasury provides a list of enumerated uses that recipients can provide to households, populations, or classes (i.e., groups) that experienced pandemic impacts.
 - Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
 - Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
 - Each category includes assistance for "impacted" and "disproportionately impacted" classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
 - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

6



- Eligible uses for assistance to impacted households include aid for re-employment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many **more uses**.
- Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
- Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
- Recipients providing funds for enumerated uses to populations and groups that Treasury has presumed eligible are clearly operating consistently with the final rule. Recipients can also identify (1) other populations or groups, beyond those presumed eligible, that experienced pandemic impacts or disproportionate impacts and (2) other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.
- **Provide premium pay for eligible workers performing essential work**, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
 - Recipients may provide premium pay to eligible workers – generally those working in-person in key economic sectors – who are below a wage threshold or non-exempt from the Fair Labor Standards Act overtime provisions, or if the recipient submits justification that the premium pay is responsive to workers performing essential work.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.
 - Recipients may fund a broad range of water and sewer projects, including those eligible under the EPA's Clean Water State Revolving Fund, EPA's Drinking Water State Revolving Fund, and certain additional projects, including a wide set of lead remediation, stormwater infrastructure, and aid for private wells and septic units.
 - Recipients may fund high-speed broadband infrastructure in areas of need that the recipient identifies, such as areas without access to adequate speeds, affordable options, or where connections are inconsistent or unreliable; completed projects must participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

- **For states and territories:** No offsets of a reduction in net tax revenue resulting from a change in state or territory law.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



- **For all recipients except for Tribal governments:** No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- **For all recipients:** No payments for debt service and replenishments of rainy day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026. This time period, during which recipients can expend SLFRF funds, is the “period of performance.”

In addition to SLFRF, the American Rescue Plan includes other sources of funding for state and local governments, including the [Coronavirus Capital Projects Fund](#) to fund critical capital investments including broadband infrastructure; the [Homeowner Assistance Fund](#) to provide relief for our country’s most vulnerable homeowners; the [Emergency Rental Assistance Program](#) to assist households that are unable to pay rent or utilities; and the [State Small Business Credit Initiative](#) to fund small business credit expansion initiatives. Eligible recipients are encouraged to visit the Treasury website for more information.



Replacing Lost Public Sector Revenue

The Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency. Specifically, SLFRF funding may be used to pay for “government services” in an amount equal to the revenue loss experienced by the recipient due to the COVID-19 public health emergency.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements.

In order to use funds under government services, recipients should first determine revenue loss. They may, then, spend up to that amount on general government services.

DETERMINING REVENUE LOSS

Recipients have two options for how to determine their amount of revenue loss. Recipients must choose one of the two options and cannot switch between these approaches after an election is made.

- 1. Recipients may elect a “standard allowance” of \$10 million to spend on government services through the period of performance.**

Under this option, which is newly offered in the final rule Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund “government services.” The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF’s smallest recipients.

All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula below, including those with total allocations of \$10 million or less. Electing the standard allowance does not increase or decrease a recipient’s total allocation.

- 2. Recipients may calculate their actual revenue loss according to the formula articulated in the final rule.**

Under this option, recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. Treasury has also provided several adjustments to the definition of general revenue in the final rule.

To calculate revenue loss at each of these dates, recipients must follow a four-step process:

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

9



- a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year revenue*.
- b. Estimate *counterfactual revenue*, which is equal to the following formula, where n is the number of months elapsed since the end of the base year to the calculation date:

$$\text{base year revenue} \times (1 + \text{growth adjustment})^{\frac{n}{12}}$$

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient’s average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

- c. Identify *actual revenue*, which equals revenues collected over the twelve months immediately preceding the calculation date.

Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added or subtracted to the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022.

Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.

- d. Revenue loss for the calculation date is equal to *counterfactual revenue* minus *actual revenue* (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss on for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section.



SPENDING ON GOVERNMENT SERVICES

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include *any service traditionally provided by a government***, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
- ✓ Road building and maintenance, and other infrastructure
- ✓ Health services
- ✓ General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- ✓ Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.



Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- public health,
- assistance to households,
- assistance to small businesses,
- assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.¹

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or “classes” of beneficiaries that experienced pandemic impacts and provide services to those classes.

¹ However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	<ul style="list-style-type: none"> Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class
Simplifying Presumptions	<ul style="list-style-type: none"> Final Rule presumes certain populations and classes are impacted and disproportionately impacted 	<ul style="list-style-type: none"> Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.² Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on “Framework for Eligible Uses Beyond Those Enumerated.”

² For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between “beneficiaries” and “sub-recipients.” Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

**RESPONDING TO THE PUBLIC HEALTH EMERGENCY**

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:
 - ✓ Vaccination programs, including vaccine incentives and vaccine sites
 - ✓ Testing programs, equipment and sites
 - ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
 - ✓ Public communication efforts
 - ✓ Public health data systems
 - ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances
 - ✓ Medical and PPE/protective supplies
 - ✓ Support for isolation or quarantine
 - ✓ Ventilation system installation and improvement
 - ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety
 - ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
 - ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
 - ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
 - ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity
 - ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
 - ✓ Public telemedicine capabilities for COVID-19 related treatment



- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
 - ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
 - ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
 - ✓ Emergency medical response expenses
 - ✓ Treatment of long-term symptoms or effects of COVID-19

- **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services.** Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:
 - ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
 - ✓ Enhanced behavioral health services in schools
 - ✓ Services for pregnant women or infants born with neonatal abstinence syndrome
 - ✓ Support for equitable access to reduce disparities in access to high-quality treatment
 - ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
 - ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
 - ✓ Behavioral health facilities & equipment

- **Preventing and responding to violence.** Recognizing that violence – and especially gun violence – has increased in some communities due to the pandemic, recipients may use funds to respond in these communities through:
 - ✓ Referrals to trauma recovery services for victims of crime
 - ✓ Community violence intervention programs, including:
 - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
 - ✓ In communities experiencing increased gun violence due to the pandemic:
 - Law enforcement officers focused on advancing community policing
 - Enforcement efforts to reduce gun violence, including prosecution
 - Technology & equipment to support law enforcement response

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, **much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis** and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as “impacted” households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as “disproportionately impacted” households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were “impacted” and “disproportionately impacted” by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. **Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.**

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.

However, note that the final rule maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction’s business climate – would generally not be eligible under this eligible use category.

**Assistance to Households*****Impacted Households and Communities***

Treasury presumes the following households and communities are impacted by the pandemic:

- ✓ Low- or moderate income households or communities
- ✓ Households that experienced unemployment
- ✓ Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- ✓ *When providing affordable housing programs:* households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ *When providing services to address lost instructional time in K-12 schools:* any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$65,880 per year.³ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury's standards.

³ For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$75,780 per year.



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- ✓ Food assistance (e.g., child nutrition programs, including school meals) & food banks
- ✓ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- ✓ Health insurance coverage expansion
- ✓ Benefits for surviving family members of individuals who have died from COVID-19
- ✓ Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly-employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- ✓ Financial services for the unbanked and underbanked
- ✓ Burials, home repair & home weatherization
- ✓ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- ✓ Cash assistance
- ✓ Paid sick, medical, and family leave programs
- ✓ Assistance in accessing and applying for public benefits or services
- ✓ Childcare and early learning services, home visiting programs, services for child welfare-involved families and foster youth & childcare facilities
- ✓ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- ✓ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund⁴

⁴ Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

***Disproportionately Impacted Households and Communities***

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low-income households and communities
- ✓ Households residing in Qualified Census Tracts
- ✓ Households that qualify for certain federal benefits⁵
- ✓ Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$40,626 per year.⁶ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

⁵ These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

⁶ For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$46,731 per year



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- ✓ Pay for community health workers to help households access health & social services
- ✓ Remediation of lead paint or other lead hazards
- ✓ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- ✓ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- ✓ Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing⁷
- ✓ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- ✓ Schools and other educational equipment & facilities
- ✓ Responses available to respond to impacts of the pandemic on households and communities (including those listed on page 18)

⁷ Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury's presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.



Assistance to Small Businesses

Small businesses have faced widespread challenges due to the pandemic, including periods of **shutdown, declines in revenue, or increased costs**. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic's effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:

1. Have no more than 500 employees, or if applicable, the size standard in number of employees [established](#) by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and
2. Are a small business concern as defined in section 3 of the Small Business Act⁸ (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

Impacted Small Businesses

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- | | |
|---------------------------------------|--|
| ✓ Decreased revenue or gross receipts | ✓ Capacity to weather financial hardship |
| ✓ Financial insecurity | ✓ Challenges covering payroll, rent or mortgage, and other operating costs |
| ✓ Increased costs | |

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- | | |
|---|--|
| ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs | ✓ Technical assistance, counseling, or other services to support business planning |
|---|--|

Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

⁸ 15 U.S.C. 632.



U.S. DEPARTMENT OF THE TREASURY

- ✓ Small businesses operating in Qualified Census Tracts
- ✓ **Small businesses operated by Tribal governments or on Tribal lands**
- ✓ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- ✓ Rehabilitation of commercial properties, storefront improvements & façade improvements
- ✓ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- ✓ Support for microbusinesses, including financial, childcare, and transportation costs



Assistance to Nonprofits

Nonprofits have faced significant challenges due to the pandemic's increased demand for services and **changing operational needs, as well as declines in revenue sources such as donations and fees.**

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

Impacted Nonprofits

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- ✓ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Disproportionately Impacted Nonprofits

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- ✓ Nonprofits operating in Qualified Census Tracts
- ✓ Nonprofits operated by Tribal governments or on Tribal lands
- ✓ Nonprofits operating in the U.S. territories

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.



Aid to Impacted Industries

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

1. Designating an impacted industry. There are two main ways an industry can be designated as “impacted.”

1. If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.
2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:
 - a. The industry experienced at least 8 percent employment loss from pre-pandemic levels,⁹ or
 - b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. Providing eligible aid to the impacted industry. Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

⁹ Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

Treasury recognizes the enumerated projects below as eligible responses to impacted industries.

- ✓ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- ✓ Technical assistance, counseling, or other services to support business planning
- ✓ COVID-19 mitigation and infection prevention measures (see section Public Health)

As with all eligible uses, recipients may pursue a project not listed above by undergoing the steps outlined in the section Framework for Eligible Uses Beyond Those Enumerated.

**PUBLIC SECTOR CAPACITY**

Recipients may use SLFRF funding to restore and bolster public sector capacity, which supports government's ability to deliver critical COVID-19 services. There are three main categories of eligible uses to bolster public sector capacity and workforce: Public Safety, Public Health, and Human Services Staff; Government Employment and Rehiring Public Sector Staff; and Effective Service Delivery.

Public Safety, Public Health, and Human Services Staff

SLFRF funding may be used for payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee's time spent responding to COVID-19. Recipients should follow the steps below.

1. Identify eligible public safety, public health, and human services staff. Public safety staff include:

- ✓ Police officers (including state police officers)
- ✓ Sheriffs and deputy sheriffs
- ✓ Firefighters
- ✓ Emergency medical responders
- ✓ Correctional and detention officers
- ✓ Dispatchers and supervisor personnel that directly support public safety staff

Public health staff include:

- ✓ Employees involved in providing medical and other physical or mental health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions
- ✓ Laboratory technicians, medical examiners, morgue staff, and other support services essential for patient care
- ✓ Employees of public health departments directly engaged in public health matters and related supervisory personnel

Human services staff include:

- ✓ Employees providing or administering social services and public benefits
- ✓ Child welfare services employees
- ✓ Child, elder, or family care employees

2. Assess portion of time spent on COVID-19 response for eligible staff.

Recipients can use a variety of methods to assess the share of an employees' time spent responding to COVID-19, including using reasonable estimates—such as estimating the share of time based on discussions with staff and applying that share to all employees in that position.

For administrative convenience, recipients can consider public health and safety employees entirely devoted to responding to COVID-19 (and their payroll and benefits fully covered by SLFRF) if the

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

26



employee, or his or her operating unit or division, is “primarily dedicated” to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division’s time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

3. **Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response.** SLFRF funding may be used for payroll and covered benefits for the portion of the employees’ time spent on COVID-19 response, as calculated above, through the period of performance.

Government Employment and Rehiring Public Sector Staff

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- **Restoring pre-pandemic employment.** Recipients have two options to restore pre-pandemic employment, depending on the recipient’s needs.
 - *If the recipient simply wants to hire back employees for pre-pandemic positions:* Recipients may use SLFRF funds to hire employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF funds to cover payroll and covered benefits for such positions through the period of performance.
 - *If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions:* Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:
 - a. Identify the recipient’s budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
 - b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre-pandemic baseline*.
 - c. Identify the recipient’s budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the *actual number of FTEs*.
 - d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- **Supporting and retaining public sector workers.** Recipients can also use funds in other ways that support the public sector workforce.¹⁰ These include:
 - **Providing additional funding for employees who experienced pay reductions or were furloughed** since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
 - **Maintaining current compensation levels to prevent layoffs.** SLFRF funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
 - **Providing worker retention incentives, including reasonable increases in compensation** to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- **Covering administrative costs associated with administering the hiring, support, and retention programs above.**

Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

- **Supporting program evaluation, data, and outreach through:**

¹⁰ Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

- ✓ Program evaluation and evidence resources
 - ✓ Data analysis resources to gather, assess, share, and use data
 - ✓ Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
 - ✓ Community outreach and engagement activities
 - ✓ Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support
- **Addressing administrative needs, including:**
 - ✓ Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
 - ✓ Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)

**CAPITAL EXPENDITURES**

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable sub-category of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no pre-approval is required for capital expenditures.

To guide recipients' analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

A Written Justification includes:

- *Description of the harm or need to be addressed.* Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

30



- *Explanation of why a capital expenditure is appropriate.* For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- *Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.* Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

- | | |
|---|---|
| ✖ Construction of new correctional facilities as a response to an increase in rate of crime | ✖ Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries |
| ✖ Construction of new congregate facilities to decrease spread of COVID-19 in the facility | |

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

**FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED**

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	<ul style="list-style-type: none"> Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class

1. Identify a COVID-19 public health or negative economic impact on an individual or a class.

Recipients should identify an individual or class that is “impacted” or “disproportionately impacted” by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- “Impacted” entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.
- “Disproportionately impacted” entities are those that experienced disproportionate public health or economic outcomes from the pandemic; Treasury recognizes that pre-existing disparities, in many cases, amplified the impacts of the pandemic, causing more severe impacts in underserved communities. For example, a household living in a neighborhood with limited access to medical care and healthy foods may have faced health disparities before the pandemic, like a higher rate of chronic health conditions, that contributed to more severe health outcomes during the COVID-19 pandemic.

The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

Recipients also have broad flexibility to identify a “class” – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

32



first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Recipients should keep the following considerations in mind when designating a class:

- **There should be a relationship between the definition of the class and the proposed response.** Larger and less-specific classes are less likely to have experienced similar harms, which may make it more difficult to design a response that appropriately responds to those harms.
- **Classes may be determined on a population basis or on a geographic basis,** and the response should be appropriately matched. For example, a response might be designed to provide childcare to single parents, regardless of which neighborhood they live in, or a response might provide a park to improve the health of a disproportionately impacted neighborhood.
- **Recipients may designate classes that experienced disproportionate impact,** by assessing the impacts of the pandemic and finding that some populations experienced meaningfully more severe impacts than the general public. To determine these disproportionate impacts, recipients:
 - May designate classes based on academic research or government research publications (such as the citations provided in the supplementary information in the final rule), through analysis of their own data, or through analysis of other existing data sources.
 - May also consider qualitative research and sources to augment their analysis, or when quantitative data is not readily available. Such sources might include resident interviews or feedback from relevant state and local agencies, such as public health departments or social services departments.
 - Should consider the quality of the research, data, and applicability of analysis to their determination in all cases.
- **Some of the enumerated uses may also be appropriate responses to the impacts experienced by other classes of beneficiaries.** It is permissible for recipients to provide these services to other classes, so long as the recipient determines that the response is also appropriate for those groups.
- **Recipients may designate a class based on income level, including at levels higher than the final rule definition of "low- and moderate-income."** For example, a recipient may identify that households in their community with incomes above the final rule threshold for low-income nevertheless experienced disproportionate impacts from the pandemic and provide responsive services.

2. **Design a response that addresses or responds to the impact.** Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

33



the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

“Reasonably proportional” refers to the scale of the response compared to the scale of the harm, as well as the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide a very small amount of aid to a group that experienced severe harm and a much larger amount to a group that experienced relatively little harm. Recipients should consider relevant factors about the harm identified and the response to evaluate whether the response is reasonably proportional. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response.

For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic, such as disproportionate gaps in access to health care or pre-existing disparities in educational outcomes that have been exacerbated by the pandemic.



Premium Pay

The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed \$25,000 for any single worker during the program.

Recipients should undergo the following steps to provide premium pay to eligible workers.

- 1. Identify an “eligible” worker.** Eligible workers include workers “needed to maintain continuity of operations of essential critical infrastructure sectors.” These sectors and occupations are eligible:

- | | |
|--|---|
| ✓ Health care | ✓ State, local, or Tribal government workforce |
| ✓ Emergency response | ✓ Workers providing vital services to Tribes |
| ✓ Sanitation, disinfection & cleaning | ✓ Educational, school nutrition, and other work required to operate a school facility |
| ✓ Maintenance | ✓ Laundry |
| ✓ Grocery stores, restaurants, food production, and food delivery | ✓ Elections |
| ✓ Pharmacy | ✓ Solid waste or hazardous materials management, response, and cleanup |
| ✓ Biomedical research | ✓ Work requiring physical interaction with patients |
| ✓ Behavioral health | ✓ Dental care |
| ✓ Medical testing and diagnostics | ✓ Transportation and warehousing |
| ✓ Home and community-based health care or assistance with activities of daily living | ✓ Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment |
| ✓ Family or child care | |
| ✓ Social services | |
| ✓ Public health | |
| ✓ Mortuary | |
| ✓ Critical clinical research, development, and testing necessary for COVID-19 response | |

Beyond this list, the chief executive (or equivalent) of a recipient government may designate additional non-public sectors as critical so long as doing so is necessary to protecting the health and wellbeing of the residents of such jurisdictions.

- 2. Verify that the eligible worker performs “essential work,”** meaning work that:

- Is not performed while teleworking from a residence; and
- Involves either:
 - a. regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
 - b. regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

35



3. Confirm that the premium pay “responds to” workers performing essential work during the COVID-19 public health emergency. Under the final rule, which broadened the share of eligible workers who can receive premium pay without a written justification, recipients may meet this requirement in one of three ways:

- Eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics’ [Occupational Employment and Wage Statistics](#), whichever is higher, on an annual basis; or
- Eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions; or
- If a worker does not meet either of the above requirements, the recipient must submit written justification to Treasury detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency. This may include a description of the essential worker’s duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive. Treasury anticipates that recipients will easily be able to satisfy the justification requirement for front-line workers, like nurses and hospital staff.

Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers. Premium pay must be paid in addition to wages already received and may be paid retrospectively. A recipient may not use SLFRF to merely reimburse itself for premium pay or hazard pay already received by the worker, and premium pay may not be paid to volunteers.



Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the [CWSRF](#) for a full list of eligibilities.

PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the [DWSRF](#) for a full list of eligibilities.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

**ADDITIONAL ELIGIBLE PROJECTS**

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs — beyond the CWSRF and DWSRF, if they are found to be “necessary” according to the definition provided in the final rule and outlined below.

- ✓ Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- ✓ Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- ✓ Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A “necessary” investment in infrastructure must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

38



Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

1. **Identify an eligible area for investment.** Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:
 - ✓ Lack of access to a reliable high-speed broadband connection
 - ✓ Lack of affordable broadband
 - ✓ Lack of reliable service

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. **Design project to meet high-speed technical standards.** Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.



3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:
 - ✓ Participate in the FCC's Affordable Connectivity Program (ACP)
 - ✓ Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent.** If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- **No recipients except Tribal governments may use this funding to make a deposit to a pension fund.** Treasury defines a “deposit” as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:
 - ✗ Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient’s regular timing for making the payment
 - ✗ Occur at the regular time for pension contributions but is larger than a regular payment would have been

ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- **No debt service or replenishing financial reserves.** Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- **No satisfaction of settlements and judgments.** Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are an eligible use of SLFRF funds, SLFRF may be used for those costs.
- **Additional general restrictions.** SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).



Program Administration

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

TRANSFERS

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

LOANS

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

ADMINISTRATIVE EXPENSES

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's [Compliance and Reporting Guidance](#). Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

43



REPORTING, COMPLIANCE & RECOUPMENT

Recipients are required to comply with Treasury's [Compliance and Reporting Guidance](#), which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

REVISIONS TO THE OVERVIEW OF THE FINAL RULE:

- January 18, 2022 (p. 4, p. 16): Clarification that the revenue loss standard allowance is “up to” \$10 million under the Replacing Lost Public Sector Revenue eligible use category; addition of further information on the eligibility of general infrastructure, general economic development, and worker development projects under the Public Health and Negative Economic Impacts eligible use category.
- March 17, 2022 (p. 18): Specified that provision of child nutrition programs is available to respond to impacts of the pandemic on households and communities.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

44



ARPA Small Business Response + Recovery

Economic & International Department

Goal 1. Create an environment conducive to strong,
sustainable economic development



Request

Authorize the City Manager to execute a Subrecipient Agreement by and between the **CITY OF EL PASO** and



1. **Better Business Bureau** providing **\$1,435,522** to BBB to administer American Rescue Plan Act ("ARPA") funds to continue the EPBusinessStrong and *Buy El Paso* Program and to implement the El Paso Small Business Rewards Program.
2. **Project Vida** providing **\$200,000** to hire staff to conduct outreach and technical assistance. They will assist businesses submit applications for cash grant opportunities. Their Microenterprise Technical Assistance Program (MTAP) assists underrepresented businesses.
3. **LiftFund** providing **\$2,500,000** to LiftFund to administer American Rescue Plan Act (ARPA) funds to institute the City of El Paso Small Business Grant & Interest Buy-Down Program to entities affected by the COVID-19 pandemic.

CARES Emergency Relief

Federal Funds	
Small Business Financial Assistance	\$ 17,334,000
Small Business Financial, Legal, Technical Assistance	\$400,000
Business Resource Clearinghouse	\$156,000
Business Safety Alteration Financial Assistance	\$1,990,000
Safety Product Access + Supply Chain	\$400,000
Contact Tracing + Work Safe Assistance + Training	\$100,000
Downtown Sanitation Program	\$113,000
Downtown Outdoor Dining	\$80,000
E-Commerce Platform Development + Technical Assistance	\$450,000
E-Commerce + Digital Platform Training	\$100,000
“Buy Local” Marketing Initiative	\$577,000
Childcare Assistance	\$50,000
Total	\$21,750,000

City Funds	
Small Business Recovery Program	\$ 3,000,000
Total	\$ 3,000,000

\$24,750,000
Total Economic Support

1,566 Grants



CARES Act Funding Impact



Technical Assistance

- E-commerce platforms developed for **130** businesses
- **1,040** businesses trained through one-on-one counseling or webinars
- Cash Grants, retained **1,379** jobs



Health

- **1,276** business visits by Task Force distributing PPE
- **155** businesses aided with "work safer" protocols
- **17** businesses engaged to support PPE supply chain
- **500** COVID-19 Business safety kits distributed
- **1,276** Education Task Force visits



Safety

- **80** businesses received installation of temperature kiosks and/or barriers
- Disinfected **61,000** public assets within downtown
- **19** handwashing stations installed and maintained, and
- **4,700** patrons utilized downtown Outdoor Dining Area maintained by DMD



Marketing

- Established EPBusinessStrong resource clearinghouse & Buy El Paso Program
- Buy El Paso Program: Generated **93,600** page views from **58,600** users

Economic Response + Recovery:

American Rescue Plan Act (ARPA)

Funds Allocation

\$14,000,000

\$6.2

Access to Capital +
Workforce Needs

\$4.8M

Strengthen the
Entrepreneurial Support
Ecosystem

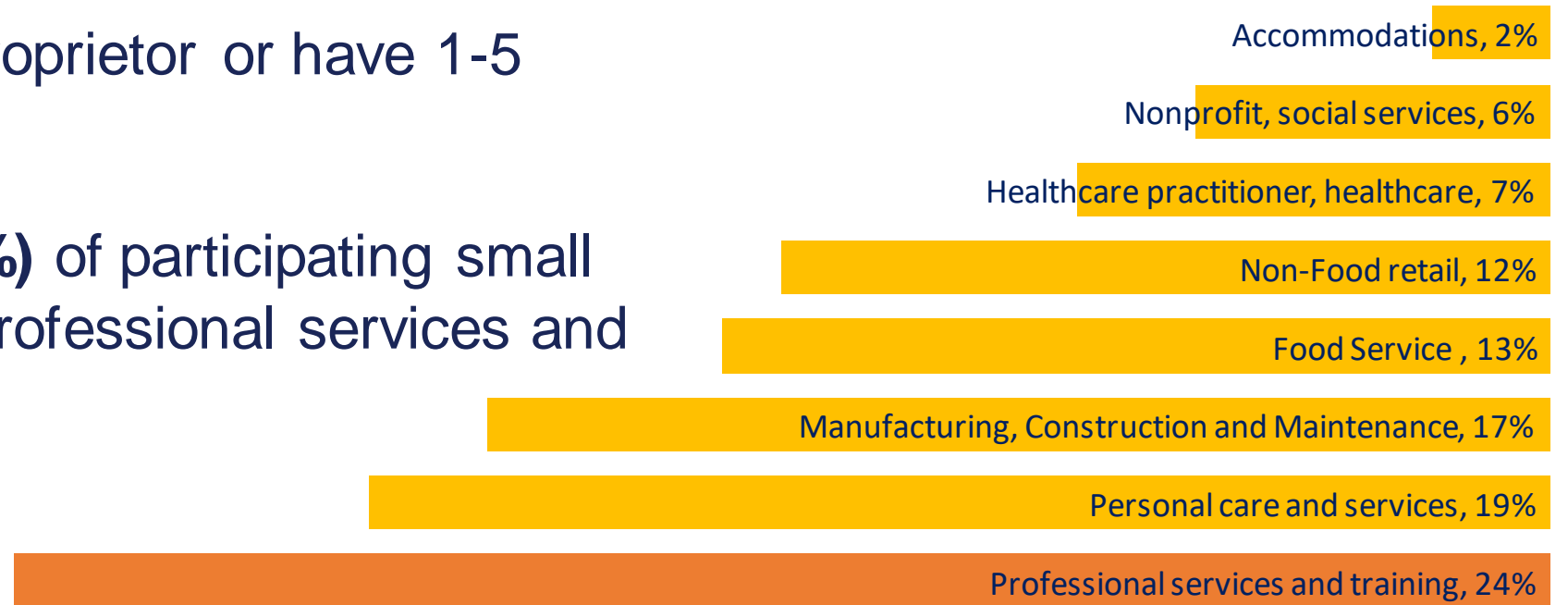
\$3.0M

Support Strong
Partnerships to Optimize
Economic Growth

Small Business Profile

- **121 Responses** from **13** roundtables/townhall meetings and online outreach from March to July 2022.
- **65%** are either sole-proprietor or have 1-5 employees
- Nearly a **quarter (24%)** of participating small businesses, provide professional services and training

Type of Business



Small Business Response

Which topics or tools are you most interested in developing or strengthening for your business?

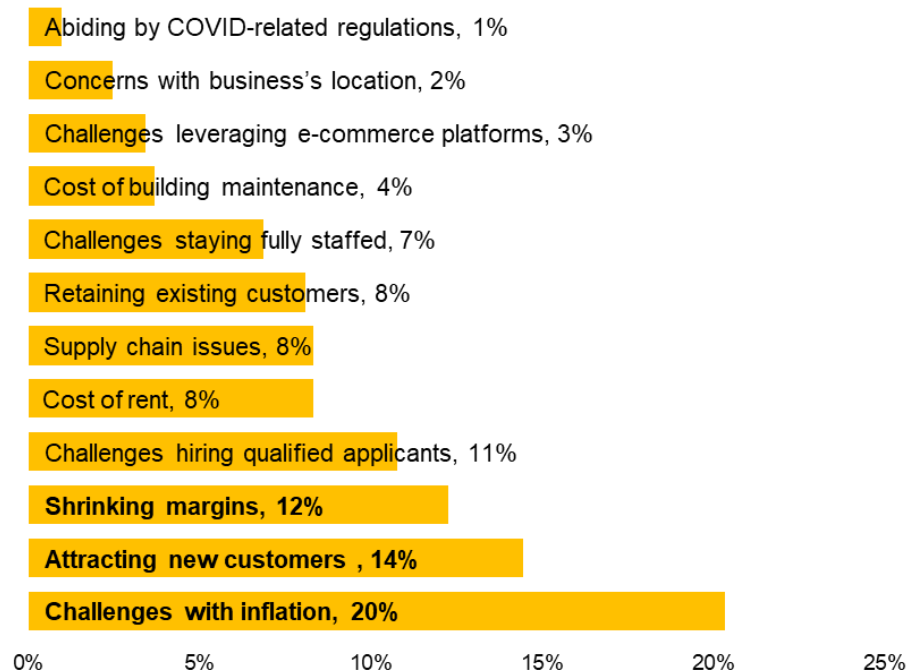


What types of support would you like to see offered that would help your business thrive?



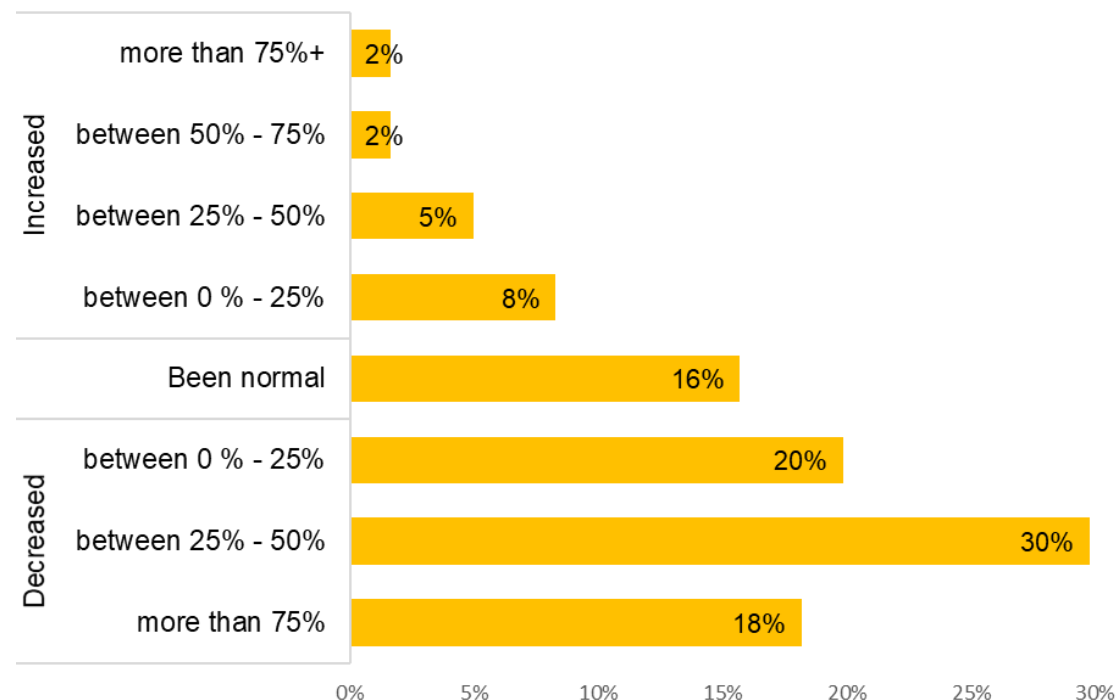
Small Business Response

Thinking of the next six months,
how serious are the following
concerns for your business?*



*Respondents selected the top three

How has your business revenue changed
since COVID-19 became a widespread
concern in early March 2020?



Access to Capital + Workforce Needs

1 Small Business Financial Assistance:

LiftFund: \$2,500,000

2 Financial Literacy + Technical Assistance + Community Outreach:

Project Vida: \$200,000

Strengthen Entrepreneurial Support Ecosystem

3 Marketing Campaign Partnerships:

Better Business Bureau: 1,435,522

What's in a Name?

The logo for LiftFund, with "Lift" in blue and green and "Fund" in grey.

DREAM IT. FUND IT.

The word LIFT has an inspirational meaning which is why it is often used, services are different.

The logo for sunmetro LIFT, featuring a green circle with "sunmetro" in white and blue, and "LIFT" in blue below it.The logo for Lyft, in a stylized pink font.

It means to raise, rise, elevate, pick up, boost, and uplift.

Small Business Grant & Interest Buy-Down Program

Cash grants

- Up to **\$10,000** to eligible small businesses for working capital
- Businesses making \$1M or less in annual gross revenue
- Eligible businesses that did not receive CARES Act funding will be prioritized for grant funding under this program
- Approximately **215** businesses will receive funds

Buy-down interest rate

- Interest buy-down to **5%**
- Loans up to \$100,000



Budget	
Grants	\$2,150,000
Interest Buy-down	\$100,000
Administration Fee 10%	\$250,000
	\$2,500,000



Microenterprise Technical Assistance Program

MTAP

Addresses outreach and technical assistance encouraging stabilization and growth of microenterprise businesses:

- Project Vida will utilize a “**promotora**” (community health worker) model to conduct outreach and build relationships with microentrepreneurs in El Paso.
- Prioritizing outreach to businesses that did not receive CARES Act funding to assist with grant applications in all City Council Districts
- Primary focus of recruitment for the program: self-employed and business owners with less than four employees
- Program will serve over **260 microentrepreneurs**



Budget	
Program Cost	\$180,000
Administration Fee 10%	\$20,000
	\$200,000

EPBusinessStrong, Buy El Paso & SizeUp

- **EPBusinessStrong** designed, created and launched during August 2020, a digital, centralized source of information to help connect small business owners with credible financial resource opportunities.
- **Buy El Paso Program** began in August 2020 as a pandemic response campaign to help local businesses. Program is focused on increasing support for local small businesses by encouraging the community to shop locally.
- **SizeUp El Paso** business intelligence tool, provides market research data for small businesses.



Budget	
Program Cost	\$1,299,122
Administration Fee 9.5%	\$136,400
	\$1,435,522

Made in El Paso

- Video & blog series, supports small businesses by featuring local businesses that make unique items.
- **24 business** received marketing and publicity free of charge, through this initiative.

Success Stories

- Highlighted local businesses through video.
- Captured how businesses, and its owners survived and navigated the pandemic utilizing resources shared on the website.
- Series concluded *July 2022*.
- Website pivoted from pandemic response tool to premier business resource digital center.

BBB Tips

- Launched in *August 2022*
- Video series, answer common questions business owners may have.
- Topics: Why become BBB Accredited?, Why have a business website?, What is a Community Development Financial Institution (CDFI)?

Buy El Paso Day

- All-day event, first Saturday of December.

Buy El Paso Shirt Campaign

- Local artists were recruited to design t-shirts depicting what they perceived the "Buy El Paso" initiative means. Each month featured a unique design by a different artist.
- Over **500 t-shirts** were designed by **15 local artists**, distributed to **33 local businesses**

Buy El Paso Adventures

- Monthly video & written blog, explores local businesses & highlights products.
- **67 businesses** have been featured in the program.

Holiday Gift Guide

- Businesses were encouraged to submit a product they wanted featured.
- Gift guide included: business' information, picture & product description.
- **17,000 gift guides** distributed through El Paso Inc & El Paso Times
- **Over 500 businesses** were listed or featured.

Website Analytics

EP Business Strong

- 57,670 Users
- 75,206 Sessions
- 126,928 Page Views

Buy El Paso

- 63,433 Users
- 74,846 Sessions
- 103,535 Page Views

When you Buy El Paso
...You ♥ El Paso

El Paso Small Business Reward Program

- Program will serve as a catalyst to help revitalize local businesses by offering a marketing incentive tool to drive customer behavior.
- Technology Driven solution rewards incentive / Movement tracking technology (QR Code)
- Providing business owners behavioral and predictive analytics to support operational decisions.
- Provide real-time economic and consumer movement data, including consumer habits.
- Program will serve a minimum of **500 small businesses**.



Customer QR Code rewards program process



Request

Authorize the City Manager to execute a Subrecipient Agreement by and between the **CITY OF EL PASO** and



1. **Better Business Bureau** providing **\$1,435,522** to BBB to administer American Rescue Plan Act ("ARPA") funds to continue the EPBusinessStrong and *Buy El Paso* Program and to implement the El Paso Small Business Rewards Program.
2. **Project Vida** providing **\$200,000** to hire staff to conduct outreach and technical assistance. They will assist businesses submit applications for cash grant opportunities. Their Microenterprise Technical Assistance Program (MTAP) assists underrepresented businesses.
3. **Lift Fund** providing **\$2,500,000** to LiftFund to administer American Rescue Plan Act (ARPA) funds to institute the City of El Paso Small Business Grant & Interest Buy-Down Program to entities affected by the COVID-19 pandemic.



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 #: 22-1315, 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

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 the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and Better Business Bureau (the "BBB"), providing \$1,435,522.24 to BBB to administer American Rescue Plan Act ("ARPA") funds to continue the EPBusinessStrong and Buy El Paso Program and to implement the El Paso Small Business Rewards Program.

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PH. NUMBER: Mirella Craigo, Assistant Director 915-212-1617
Elizabeth Triggs, Director 915-212-1619
DISTRICT(S) AFFECTED: ALL
STRATEGIC GOAL: 1. Cultivate an Environment Conducive to Strong, Economic Development
SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

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

Discussion and action on a resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and **Better Business Bureau** (the "BBB"), providing \$1,435,522.24 to BBB to administer American Rescue Plan Act ("ARPA") funds to continue the EPBusinessStrong and Buy El Paso Program and to implement the El Paso Small Business Rewards Program.

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 American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion stimulus bill passed by the US Congress and signed by President Joe Biden in March of 2021. The bill was a response to the COVID-19 Pandemic and sought to speed the United States' recovery by addressing both the health and economic impacts of the pandemic. The City of El Paso received \$154,365,135 from the ARPA bill and on May 14, 2022, City Council approved the allocation of \$14M to small business recovery and relief.

The Better Business Bureau will continue to provide and manage the small business resource clearinghouse through EPBUSINESS STRONG, small business promotion through BUY EL PASO website and social media accounts, and host SizeUP a business intelligence tool currently accessible through the EPBUSINESS STRONG website.

The Better Business Bureau will provide a technology-driven solution to expedite recovery, build resilience, and promote sustainability of local businesses and gather data to support local economic development and policy decisions by implementing the El Paso Small Business Rewards Program via QR Code Technology. The program will serve as a catalyst to help revitalize local businesses by offering a marketing incentive tool to drive customer behavior, providing business owners behavioral and predictive analytics to support more informed operations decisions; provide real-time economic and consumer movement data, including consumer habits, to support regional economic development efforts.

PRIOR COUNCIL ACTION:

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

Yes, the BBB received CARES Act funds to administer three programs: On July 30, 2020, Clearinghouse to create website and on October 1, 2020 Buy Local and E-Commerce expanded the programming and services.

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?

ARPA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Economic & 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

WHEREAS, on March 11, 2021, the federal government enacted the American Rescue Plan Act (“ARPA”), which established the Coronavirus State Fiscal Relief Fund & Coronavirus Local Fiscal Relief Fund (“CSLFRF”) and appropriated \$150 billion to the Fund to be used to address the economic fallout caused by the COVID-19 pandemic; and

WHEREAS, the City is a recipient of \$154,365,135 under the ARPA funding grant; and

WHEREAS, on May 9th 2022 the City Council appropriated ARPA funds to be used by the City in accordance with the requirements stipulated by the CSLFRF, ARPA and federal guidelines; and

WHEREAS, the City desires to enter into a Subrecipient Agreement with **Better Business Bureau (“Better Business Bureau” or “BBB”) Foundation El Paso, a 501 (c)3 nonprofit organization**, whereby BBB will administer ARPA Act funds for the continuation of the Buy El Paso and EPBusinessStrong programs for two years, and implement the El Paso Small Business Rewards Program to address business growth slow-down resulting from the COVID-19 pandemic; and

WHEREAS, the City’s expenditure under this Agreement is, in the reasonable judgement of the City Council, a necessary expenditure incurred due to the public health emergency with respect to COVID–19, and which was not accounted for in the budget most recently approved as of the date of enactment of this section for the City; and

WHEREAS, the City’s expenditure under this Subrecipient Agreement is related to the provision of grants to reimburse small businesses for the costs of business interruptions caused by required COVID-19 closures.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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

That the City Manager be authorized to execute a Subrecipient Agreement by and between the City of El Paso and **Better Business Bureau**, providing \$1,435,522.24 to BBB to administer ARPA Act funds to continue the EPBusinessStrong and Buy El Paso Programs and to implement the El Paso Small Business Rewards Program.

APPROVED this ____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic & International Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

SUB-RECIPIENT AGREEMENT
[ARPA – Economic Impacts]

This Sub-Recipient Agreement (“**Agreement**”) is made this _____ day of _____, 20____ by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**CITY**”, and the **Better Business Bureau Foundation El Paso, a 501 (c)3 nonprofit organization** (“**Sub-Recipient**” or “**Contractor**”).

RECITALS

WHEREAS, on May 9th 2022 the City Council appropriated ARPA funds to be used by the City in accordance with the requirements stipulated by the CSLFRF, ARPA and federal guidelines; and

WHEREAS, such funding may be used to provide loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees and mortgage, rent, utility, and other operating costs; and technical assistance, counseling or other services to support business planning; or other assistance as identified in the Final Rule to support impacted and disproportionately impacted small businesses; and

WHEREAS, the CITY intends to engage the Sub-Recipient to continue the **EPBusinessStrong and Buy El Paso Programs and to implement the El Paso Small Business Rewards Program** collectively referred to as the “**Programs**”, and as further described in **Attachment “A”**; and

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the CITY and Sub-Recipient agree as follows:

ARTICLE I. ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Work (Project)
Attachment “B”	Budget
Attachment “C”	Insurance Certificates / Certifications
Attachment “D”	Additional Terms & Conditions (ARPA)

ARTICLE II. PROJECT

2.1 The CITY hereby agrees to retain the Sub-Recipient and the Sub-Recipient agrees to perform the services contemplated for the Project. The Project shall consist of the Sub-Recipient’s completion of the Scope of Services as further described in **Attachment “A”**.

2.2 [intentionally deleted]

**ARTICLE III.
SUB-RECIPIENT FEES AND PROJECT BUDGET**

3.1 PAYMENT TO SUB-RECIPIENT. The CITY shall pay to the Sub-Recipient an amount not to exceed **\$1,435,522.24** for all services and reimbursables performed pursuant to this Agreement.

The parties agree and understand that all fees and compensation to the Sub-Recipient shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Budget attached to this Agreement as **Attachment “B”**.

3.2 SUB-RECIPIENT’S SERVICES. The Services to be provided by the Sub-Recipient for this Agreement are attached hereto as **Attachment “A”**.

3.3 SUB-RECIPIENT’S INVOICES. The Sub-Recipient shall bill the CITY not more often than monthly, through written invoices. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Sub-Recipient, the current invoiced amount and the amount billed to date.

3.3.2 The CITY agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the CITY may, upon notice to the Sub-Recipient, withhold payment to the Sub-Recipient for the amount in dispute only, until such time as the exact amount of the disputed amount due the Sub-Recipient is determined. The total amount paid to Sub-Recipient shall not exceed Sub-Recipient’s fee proposal, except by written amendment to this Agreement, executed by both parties.

**ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION**

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the execution by all parties to this Agreement. The Sub-Recipient shall complete the requested services in accordance with the timeline(s) and schedule(s) outlined in **Attachment “A”**.

4.2 TERMINATION. This Agreement may be terminated as provided herein.

4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the Sub-Recipient and CITY that the CITY may terminate this Agreement, in whole or in part for the convenience of the CITY, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Sub-Recipient shall cease the performance of services under this Agreement. Upon such termination, the Sub-Recipient shall provide one final invoice for all services

completed and reimbursable expenses incurred prior to the CITY's notice of termination. CITY shall compensate Sub-Recipient in accordance with this Agreement; however, the CITY may withhold any payment to the Sub-Recipient that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Sub-Recipient from the CITY is determined. Nothing contained herein, or elsewhere in this Agreement shall require the CITY to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.2.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Sub-Recipient and CITY that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the CITY retains the right to immediately terminate this Agreement for default if the Sub-Recipient violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the CITY pursuant to this subsection, the CITY may withhold payments to the Sub-Recipient for the purpose of setoff until such time as the exact amount due the Sub-Recipient from the CITY is determined.

4.2.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract. Sub-Recipient agrees that the Contract can be terminated if the Sub-Recipient or any of its vendor(s) knowingly or intentionally fails to comply with a requirement of that subchapter.

TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Sub-Recipient shall procure and maintain insurance coverage as required herein and attached in **Attachment "C"**. Sub-Recipient shall not commence work under this Agreement until the Sub-Recipient has obtained the required insurance and such insurance has been approved by the CITY. The Sub-Recipient shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Sub-Recipient shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Sub-Recipient's employees to be engaged in work under this Agreement. The Sub-Recipient shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the

CITY, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Sub-Recipient shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Sub-Recipient and the Sub-Recipient’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Sub-Recipient or by anyone directly or indirectly employed by the Sub-Recipient. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY Combined Single Limit**
\$1,000,000.00 per accident

5.1.3 OWNER AS ADDITIONAL INSURED. The CITY shall be named as an Additional Insured on all of the Sub-Recipient’s Insurance Policies, with the exception of Workers’ Compensation required by this Agreement.

5.1.4 PROOF OF INSURANCE. The Sub-Recipient shall furnish certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.5 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “C”**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND CITY, AND CITY’S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSULTANTS, SUBCONSULTANTS, VENDORS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR, VENDOR, OR SUPPLIER COMMITTED BY SUB-RECIPIENT OR SUB-

RECIPIENT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE SUB-RECIPIENT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

TO THE EXTENT ALLOWED BY STATE LAW, THE CITY WILL BE RESPONSIBLE FOR ITS OWN ACTIONS.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Sub-Recipient understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within Attachment "A".

7.2 ADDITIONAL TERMS AND CONDITIONS (ARPA). Sub-recipient agrees to comply and adhere to all terms and conditions associated with the CITY's receipt of ARPA funds. For Sub-recipient's ease of reference links and references to the additional Terms and Conditions are attached to this Agreement as **Attachment D**.

7.3 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the concepts, design, and other documents prepared by the Sub-Recipient for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the CITY, who shall be vested with all common law and statutory rights. The CITY shall have the right to the use of the documents; provided however the Sub-Recipient shall have no liability for any use of one or more of the Instruments of Service by the CITY. The CITY shall have the consent of the Sub-Recipient, provided, however, the Sub-Recipient shall have no liability or responsibility for such use of the concepts, design, and other documents. The rights granted to the CITY herein for the use of the documents for additional projects shall not grant the CITY any right to hold the Sub-Recipient responsible for any subsequent use of the documents. The Sub-Recipient shall provide the CITY with copies of the Instruments of Service in both electronic form and in hard copy.

7.4 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Sub-Recipient's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the CITY in connection with the Sub-Recipient's work on this Project for the CITY and shall be open to inspection and subject to audit and/or reproduction by CITY's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Sub-Recipient's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Sub-Recipient's records have been generated from computerized data, Sub-Recipient agrees to provide CITY's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The CITY or its designee shall be entitled, at its expense, to audit all of the Sub-Recipient's records related to this Project, and shall be allowed to interview any of the Sub-Recipient's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law or the additional Terms and Conditions referred to in Section 7.2 above. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Sub-Recipient's office hours) and places upon reasonable notice.

7.5 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the CITY and the Sub-Recipient, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Sub-Recipient shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to: The City of El Paso
Attn: Economic and International Development
P. O. Box 1890
El Paso, Texas 79950-1890

To the Sub-Recipient: Better Business Bureau Foundation El Paso
Attn: _____
550 East Paisano
El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY:
CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs
Director
Economic and International Development

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires: _____ / _____ / _____

(Signatures continue on the following page)

SUB-RECIPIENT:

Better Business Bureau Foundation El Paso



Name: MARY STEVENS

Title: PRESIDENT

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

§

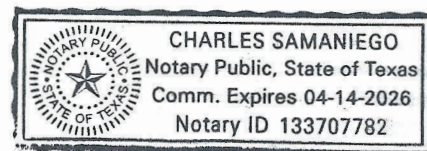
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 17th day of September, 2022, by _____
Mary Stevens, as President of BBB Foundation of El Paso



Notary Public, State of Texas

My commission expires: 04 / 14 / 2026



ATTACHMENT “A”
SCOPE OF WORK



SCOPE of WORK

Buy El Paso EPBusinessStrong El Paso Small Business Rewards Program

INTRODUCTION

The City of El Paso is currently supporting the **Buy El Paso** and **EPBusinessStrong** programs that were developed in response to the City's 2020 request for programs to support local businesses. This proposal leverages the best practices and investments made by the City of El Paso and the Better Business Bureau in these integrated and sustained marketing and communication campaigns *and* incorporates the **El Paso Small Business Rewards Program**.

All aspects and deliverables currently embodied in the Buy El Paso and EPBusinessStrong programs continue pursuant to this proposal, including

- Providing critical information from City officials and available economic development resources for local and small businesses;
- Promoting and providing needed exposure of local small businesses that are continuing to recover from the negative economic impacts of the pandemic and current market uncertainties and challenges;
- Educating and encouraging the public regarding the importance of buying from locally owned and operated businesses; and
- Hosting the *SizeUp* business intelligence software for local businesses and entrepreneurs to research the start, growth, and expansion of local businesses.

(See end note for specifics¹.)

EL PASO SMALL BUSINESS REWARDS PROGRAM

PROBLEM STATEMENT

After years of business disruptions caused by the pandemic, supply chain shortages and delays, and employee staffing challenges, regional businesses are resuming operations and working to ensure their businesses and the El Paso economy are poised for future success. Much of the last two years was focused on providing immediate assistance, primarily in the form of direct financial assistance to keep businesses afloat. As operations have resumed, a number of factors will provide new and ongoing challenges for businesses, including continued health and safety concerns, inflation, rising gas prices, and the possibility of a recession.

This is a time when businesses need tools to regain their customer base and attract new ones. However, many businesses, especially smaller ones, do not have the resources for effective marketing campaigns or customer retention tools.

At the same time, local economic development experts are seeking new tools to assist businesses understand the market and how to maximize location, operation hours, etc... to support sustainable growth.¹ They are also seeking data to understand marketplace trends and opportunities to help attract new businesses and help others expand in our region to grow our economy.

Finally, never before has the impact of the physical health of a community been so intertwined with its economic prosperity. Businesses must operate in a manner that instills confidence that the health and safety of their employees and customers is protected. Additionally, local leaders need tools and information to better help them make data-driven decisions regarding health and safety measures that directly impact local business and the economy.

SOLUTION SUMMARY

Provide technology-driven solution to expedite recovery, build resilience, and promote sustainability of local businesses and to gather data to support local economic development and policy decisions by implementing Rewards Incentive / Movement Tracking Technology (“QR Code Technology”) to

- serve as a catalyst to help revitalize local businesses on many levels, including
 - offering a marketing incentive tool to drive customer behavior,
 - building consumer confidence safely and mindful of business growth, and
 - providing business owners behavioral and predictive analytics to support more informed operations decisions;

¹ Goal #1 of Borderplex Alliance’s 2025 Ascend Plan is “Help retain businesses and assist them in recovering from the shocks of the COVID-19 pandemic.”

- provide rich, real-time economic and consumer movement data, including consumer habits, to support regional economic development efforts;
- provide data to local authorities to support data-driven decision-making with use of anonymous contact tracing as public health, or other, issues arise²; and
- provide an underlying data set to capture other regional trends, as they arise.

HOW

Build upon the outreach tools and digital platforms developed by the Better Business Bureau El Paso (“BBB”) and the City and County of El Paso (www.epbusinessstrong.org and the Buy El Paso program) to communicate, promote, and administer the adoption of Curacubby’s QR Code Technology to at least 500 local businesses.³

Communicate Opportunity to Local Businesses and Community

Initial outreach will focus on the recruitment of local businesses through the El Paso Business Strong platform. Along with utilizing BBB’s robust database and the communication resources of our community partners, it will likely involve digital, social, traditional, and earned media, as well as the use of direct mail and in-person training and outreach to ensure effective adoption. Communication will be in English and Spanish.

Soon thereafter, a campaign to encourage consumers to patronize those businesses in the QR Code Technology program will begin. We are recommending that we transition the Buy El Paso program to include those businesses that adopt the QR Code Technology in the Buy El Paso directory and promotional programs (replacing the original Pledge to Safety component of participation). Contests and gamification will be included to encourage use of the technology and comfort-level of consumers. This is a natural and logical evolution of the Buy El Paso program that leverages the work and investment to date.

QR Code Technology Deployment

1. Business Downloads QR Code from epbusinessstrong.org.
2. Business Prints QR Code and displays it at check-out.
3. Customer Scans QR Code.
4. Customer Enters Phone # (*compatible with What’s App for international application*).
5. Customer Receives Rewards via SMS Text (no App required).
6. Location Stored & Time Stamped in Cloud Database (*no personally identifiable information stored*).
 - Smartphones and business locations create geo-fence.

²The government of Singapore has been using this model successfully since the outbreak of COVID (<https://www.ndi-api.gov.sg/safeentry>).

³It is estimated that 500 business locations utilizing the technology will provide meaningful data.

REWARDS PROCESS

For Small Businesses:



Value

- **Increased Loyalty** Visitors earn reward points by scanning QR code
- **Powerful Marketing Tools** Send text messages to your customers. Send promotions, drive sales, and more.
- **Business Insights** Get data on your busiest and quietest times, your most loyal customers, and more.
- **Easy Setup** Create an account, enter location information, set rewards points values, and get a QR code to display.

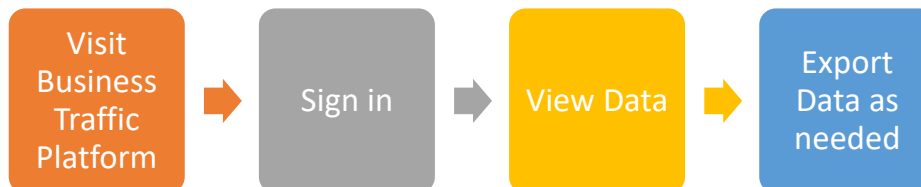
For Customers:



Value

- Scan a QR code to earn points that can be traded for rewards.
- Get notified of promotions and more.

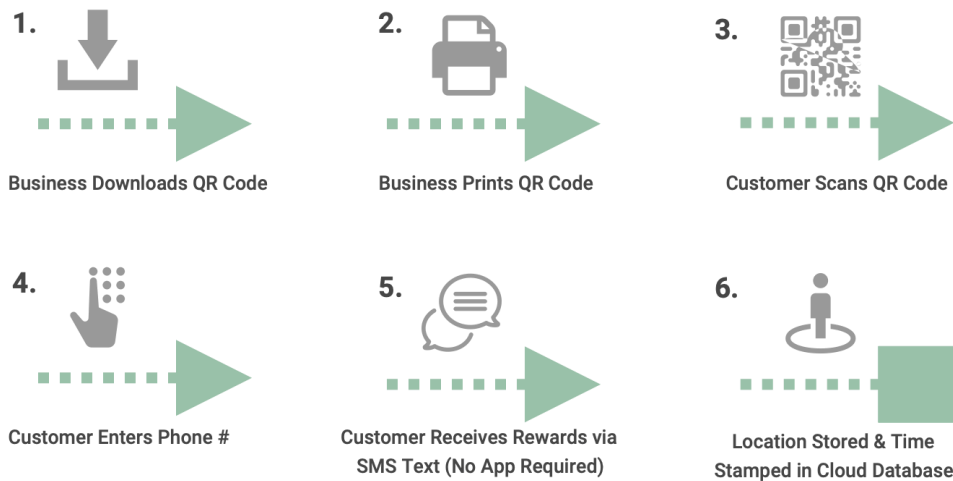
For Local Economic Development Experts



Value

- Access to data:
 - Foot traffic
 - Merchant Analytics
 - Trends and more

QR Code Deployment: Process Map



Presented by Steven Khong, CEO, Curacubby

curacubby

Data Utilized by Business

- Customize rewards program.
- Access data dashboard to analyze customer behavior, e.g. peaks, lows, etc...
- Use data to drive customer behavior, e.g send messages with discounts during off-peak hours.

Data Utilized by Local Economic Development Experts

- Use data to support economic development efforts.

Data Utilized by Local Officials

- Use data to support data-driven decision making with respect to public health and the economy.

WHY/BENEFITS

In addition to further reinforcing the “think local first” mentality

Business

- Supports marketing, business retention and expansion, and contributes to growth.
- Opportunity for smaller businesses to leverage the same technology benefits⁴ of loyalty programs utilized by large corporations for a fraction of the cost (initially free or low-cost).

⁴Loyalty programs offer valuable data collection opportunities, as proven by big brands.

- Consumers increasingly expect rewards from retailers.
- Drives customers to local businesses.
- Promotion of businesses using the QR Technology on Buy El Paso, which provides visibility of local businesses to a large audience which would otherwise be cost-prohibitive to these businesses.
- Opportunity to leverage other Buy El Paso programs, such as Buy El Paso Day.

Local Government

- Tracking human movement between business locations provides powerful data for the region.
- Places region at forefront of technology-driven solutions to economic development and public health by supporting proactive v. reactive decision making.
- Increases in sales tax receipts from small businesses.
- Maintains valuable communication tools of epbusinessstrong.org for the City with business community as new programs and opportunities are available.
- Maintains commitment to promoting buying local.

OUTCOMES

Engage a minimum of 500 local businesses to utilize the QR Code Technology.

Businesses provided data analytic tools to drive customer retention and growth.

Regional economic development leaders provided data analytic tools that offer information on human movement and consumer habits to guide economic development and growth.

Local government officials provided data analytic tools to guide data-driven decisions regarding public health and the local economy.

Increases in sales tax receipts from small businesses within the County of El Paso.

The proactive investment in these programs and communication tools favorably positions the City with the local business community and future relocation and expansion prospects.

-
- 60% of retailers are using a loyalty program as a tool to track consumer activity across the omnichannel purchasing journey
 - 75% of customers said they were likely to make another purchase after receiving an incentive
 - 85% of loyalty program members who have redeemed with their mobile phone say their experience was improved by that technology

Source: [Loyalty Statistics: The Ultimate Collection](#)

ISSUES/CONCERNS

Privacy

- Opt-in design is compliant with national and local data privacy laws.

Technology proficiency and comfort level of businesses and consumers

- Consumers have embraced electronic loyalty programs at a majority of larger retail businesses. In addition, one of the few bright sides of COVID is that businesses and consumers alike have quickly adapted to using their phones and QR Codes to make marketplace experiences safer for employees and customers, e.g. the use QR codes for menus at restaurants.
- Adoption rate of technology can be measured weekly, providing measurement of penetration success.

TIMELINE

Upon approval and allocation of resources from City of El Paso

Days 1-120 (120 days)

Discovery

Curacubby and BBB will engage in stakeholder interviews to identify opportunities and obstacles to business adoption of QR Code Technology.

Design

Armed with information from interviews, BBB and Curacubby will refine design and functionality of technology and delivery through epbusinessstrong.org.

Concurrently, BBB and Barracuda Public Relations (“BPR”) will design business outreach and communication plans, to include all methods and tools needed to reach target business audiences at various stages of the roll-out.

(Note: Outreach and communication will leverage BBB’s robust local business database and likely involve digital, social, traditional, and earned media, as well as the use of direct mail and in-person training and outreach to ensure effective adoption. Gamification and contest components will be included via Buy El Paso Phase II to promote engagement. Communication will be in English and Spanish.)

Pilot

Recruitment and testing with limited number of businesses.

Days 120-240 (120 days)

Launch and Implementation

Curacubby/BBB/BPR will coordinate a full rollout with the City of El Paso, including media relations, social media content and direct communications to businesses about this new tool. EPbusinessstrong.org will function as the

information hub, including downloading QR Code functionality and a full tutorial on how to utilize the technology, as well as other relevant information. Buy El Paso will be leveraged to encourage adoption and consumer engagement.

Days 240-545

Continued Implementation and Outreach

18 Months+

Program expected to be self-sustaining and continued to be administered by BBB and Curacubby, with data available to City officials.

EVALUATION

Monthly reports on adoption and usage to be provided to the City of El Paso.

BUDGET JUSTIFICATION

A number of factors ensure the positive impact of the program to individual businesses, local governments, and economic development organizations will far out-weigh the required investment, including

- Curacubby is providing this technology at cost;
- cost for business to build similar program independently prohibitive⁵;
- the value of the data to drive decision making on business, economic development, and policy-development levels;
- BBB is able to build upon the previous investments by the City and County of El Paso and the success and familiarity of www.epbusinessstrong.org and the Buy El Paso program, as well as its own business database, to increase likelihood of adoption and success; and
- communication tools and successful Buy El Paso program remain intact.

BUDGET

Assumptions

- Incorporates the existing budget the City of El Paso is currently funding to support the Buy El Paso and EPBusinessstrong programs (funded under contract through March 2023), and extends them for the term of this proposed contract.
- At least 500 business locations adopt the QR Code Technology.
- Budget is designed to cover all costs of QR Code Technology program.
- The budget is designed for optimal impact, taking into account the experiences of promoting the City's CARES programs.
- 18-24 month deployment (goal is for program to be self-sustaining in 1-2 years).

⁵ Cost for business to build similar program independently:

Upfront Cost per Business:

- Use Case Research - \$5,000 to \$10,000
- Design - \$15,000 to \$30,000
- Back-End Development - \$75,000 to \$150,000
- Front-End Development - \$50,000 to \$100,000
- Quality Assurance - \$20,000 to \$40,000

Total: \$160,000 to \$330,000

Monthly Recurring Cost per Business:

- Hosting Services - \$200 - \$600
- Code Maintenance - \$2000 - \$6000
- Version Control - \$500 to \$1500
- Systems Administrator - \$2000 - \$6000

Total: \$4,700 - \$14,100

WHO

Curacubby

Curacubby provides software and data analytics to over 500 schools in 18 states and was most recently featured in the New York Times as a leading platform for the future of education. They have developed proprietary software to help schools track student & family movement and aggregate the data to support contact tracing and predictive analysis for outbreaks. This software is also immediately deployable to retail businesses.

Curacubby has an office in El Paso with the technology on the ground for fast deployment and long-term success.

Better Business Bureau El Paso

BBB has helped build better businesses since 1954 and is a trusted resource for any business or consumer. With over 90% of BBB Accredited Businesses having less than 25 employees, BBB understands the unique needs, challenges, and opportunities of small businesses. In addition to over 1600 members, BBB El Paso has

- database with over 22,000 local businesses;
- robust social media and public relations program; and
- over 30,000 visitors each month to bbb.org/elpaso.

In 2020, working with the City of El Paso and El Paso County, BBB created a centralized, single point-of-contact information source for businesses impacted by COVID-19, with information on available resources for immediate relief and to grow and sustain business. This bilingual website/directory is supported by search engine optimization, traditional marketing efforts and a robust social media strategy. Concurrently, BBB developed and implemented a "Buy Local" marketing initiative that has ignited more spending in the El Paso economy and supports smaller businesses, microenterprises, and independent contractors.

ADDITIONAL RESOURCES

Videos that demonstrate the power of the technology:

- Fast QR check-in
 - https://youtu.be/lH624yfO_uc
- Government Data Dashboard:
 - SafeELP City Dashboard - [Watch Video](#)

Small Business Rewards Budget					
		fixed	per month	24 months	Total
Small Business Rewards Technology (assumes 500 businesses)				\$ 264,000.00	
Buy EP and EPBusinessStrong Websites					
	gamification/ web developmnet	\$ 15,000.00		\$ 15,000.00	
	Tech Support		\$ 1,000.00	\$ 24,000.00	
Communications and Consulting					
	Strategy and Messaging		\$ 5,000.00	\$ 120,000.00	
	Production Fee	\$ 22,000.00		\$ 22,000.00	
	Social Media Ad Budget		\$ 1,000.00	\$ 24,000.00	
	Google Adwords		\$ 1,000.00	\$ 24,000.00	
	Promotional Items	\$ 30,000.00		\$ 30,000.00	
	Direct outreach (WFSB and/or promotoras)	\$ 77,619.00		\$ 77,619.00	
	<i>Paid Media: Traditional (outdoor, television, digital)</i>		\$ 17,500.00	\$ 315,000.00	
	Direct Mail Campaign	\$ 20,000.00		\$ 20,000.00	
	Total			\$ 935,619.00	\$ 935,619.00
Buy El Paso and EPBuisnessStrong programs					
		fixed	/per month	24 months	
Buy EP and EPBusinessStrong Websites					
	Custom Web Development	\$ 5,334.00		\$ 13,868.40	
	Tech Support		\$ 500.00	\$ 12,000.00	
	Google Adwords		\$ 750.00	\$ 18,000.00	
Communications and Consulting					
	Communications Consulting		\$ 7,500.00	\$ 180,000.00	
	Social media ad budget		\$ 500.00	\$ 12,000.00	
	Production fee	\$ 9,874.09		\$ 25,672.34	
	promotional items	\$ 14,541.09		\$ 52,362.50	
				\$ 313,903.24	\$ 313,903.24
BBB Direct Services and Admin for ALL programs					
	BBB Direct Service Delivery Resources		\$ 4,000.00	\$ 96,000.00	
	Administration and Reporting		\$ 3,750.00	\$ 90,000.00	
				\$ 186,000.00	\$ 186,000.00
TOTAL					\$ 1,435,522.24

i Current Buy EP and EPBusinessStrong Services

Websites:

Custom Web Development

Tech Support

Google Adwords to include:

Google AdWords and Search Engine Optimization for both epbusinessstrong.org and BuyEP.org

Continued tech support for the year

Maintenance, Support and Content Management

Server configuration, VPS Hosting

Malware and Phishing Security Services

Backup and Disaster Recovery

SSL Certification

1 user email hosting

Content management: edits, uploads, basic enhancements

Communications and Consulting:

Communications Consulting

Social Media Ads

Production fee

Promotional items

Develop and implement communications strategy for Biz Strong and Buy El Paso

Develop and manage all messaging for Biz Strong and Buy El Paso

Public Relations

Crisis communications and rapid response

Social media management and content creation

Content Calendar

Promotional Campaigns

Production of creative collateral for campaign

Video

Photos

Promotional Items

Facebook Live production

BBB Direct Service Delivery Resources:

Direct staffing services and communication tools include

Translation

Interviews

Production

Administration and Reporting

ATTACHMENT “B”
BUDGET

Small Business Rewards Budget					
		fixed	per month	24 months	Total
Small Business Rewards Technology (assumes 500 businesses)				\$ 264,000.00	
Buy EP and EPBusinessStrong Websites					
	gamification/ web developmnet	\$ 15,000.00		\$ 15,000.00	
	Tech Support		\$ 1,000.00	\$ 24,000.00	
Communications and Consulting					
	Strategy and Messaging		\$ 5,000.00	\$ 120,000.00	
	Production Fee	\$ 22,000.00		\$ 22,000.00	
	Social Media Ad Budget		\$ 1,000.00	\$ 24,000.00	
	Google Adwords		\$ 1,000.00	\$ 24,000.00	
	Promotional Items	\$ 30,000.00		\$ 30,000.00	
	Direct outreach (WFSB and/or promotoras)	\$ 77,619.00		\$ 77,619.00	
	<i>Paid Media: Traditional (outdoor, television, digital)</i>		\$ 17,500.00	\$ 315,000.00	
	Direct Mail Campaign	\$ 20,000.00		\$ 20,000.00	
	Total			\$ 935,619.00	\$ 935,619.00
Buy El Paso and EPBuisnessStrong programs					
		fixed	/per month	24 months	
Buy EP and EPBusinessStrong Websites					
	Custom Web Development	\$ 5,334.00		\$ 13,868.40	
	Tech Support		\$ 500.00	\$ 12,000.00	
	Google Adwords		\$ 750.00	\$ 18,000.00	
Communications and Consulting					
	Communications Consulting		\$ 7,500.00	\$ 180,000.00	
	Social media ad budget		\$ 500.00	\$ 12,000.00	
	Production fee	\$ 9,874.09		\$ 25,672.34	
	promotional items	\$ 14,541.09		\$ 52,362.50	
				\$ 313,903.24	\$ 313,903.24
BBB Direct Services and Admin for ALL programs					
	BBB Direct Service Delivery Resources		\$ 4,000.00	\$ 96,000.00	
	Administration and Reporting		\$ 3,750.00	\$ 90,000.00	
				\$ 186,000.00	\$ 186,000.00
TOTAL					\$ 1,435,522.24

ATTACHMENT “C”
INSURANCE CERTIFICATES / CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 57 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	9823268	10/01/2022	10/01/2023	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

376-335-6
BETTER BUSINESS BUREAU
550 E PAISANO DR
EL PASO, TX 79901-2836

CANCELLATION

57 0

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT “D”
ADDITIONAL TERMS & CONDITIONS (ARPA)

The subrecipients must abide by the following, as may be updated and revised.

- A) **Social Security Act Title VI Sections 602 and 603, Enacted March 11, 2021.**
- B) **Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds**
- C) **2022 State and Local Fiscal Recovery Fund Compliance Supplement**
- D) **Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions**

In addition to the above requirements, subrecipients must comply with the April 1, 2022 Final Rule for the Coronavirus State & Local Fiscal Recovery Funds. An overview of the federal agency requirements in the Final Rule is attached for ease of use of the subrecipients.



Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022



The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.



Contents

Introduction	4
Overview of the Program	6
Replacing Lost Public Sector Revenue	9
Responding to Public Health and Economic Impacts of COVID-19	12
Responding to the Public Health Emergency	14
Responding to Negative Economic Impacts	16
Assistance to Households	17
Assistance to Small Businesses	21
Assistance to Nonprofits	23
Aid to Impacted Industries	24
Public Sector Capacity	26
Public Safety, Public Health, and Human Services Staff	26
Government Employment and Rehiring Public Sector Staff	27
Effective Service Delivery	28
Capital Expenditures	30
Framework for Eligible Uses Beyond those Enumerated	32
Premium Pay	35
Water & Sewer Infrastructure	37
Broadband Infrastructure	39
Restrictions on Use	41
Program Administration	43



Introduction

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

EARLY PROGRAM IMPLEMENTATION

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used SLFRF funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides the features below.

Replacing Lost Public Sector Revenue

The final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

Public Health and Economic Impacts

In addition to programs and services, the final rule clarifies that recipients can use funds for capital expenditures that support an eligible COVID-19 public health or economic response. For example, recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with final rule requirements.



In addition, the final rule provides an expanded set of households and communities that are presumed to be “impacted” and “disproportionately impacted” by the pandemic, thereby allowing recipients to provide responses to a broad set of households and entities without requiring additional analysis. Further, the final rule provides a broader set of uses available for these communities as part of COVID-19 public health and economic response, including making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities.

Further, the final rule allows for a broader set of uses to restore and support government employment, including hiring above a recipient’s pre-pandemic baseline, providing funds to employees that experienced pay cuts or furloughs, avoiding layoffs, and providing retention incentives.

Premium Pay

The final rule delivers more streamlined options to provide premium pay, by broadening the share of eligible workers who can receive premium pay without a written justification while maintaining a focus on lower-income and frontline workers performing essential work.

Water, Sewer & Broadband Infrastructure

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

FINAL RULE EFFECTIVE DATE

The final rule takes effect on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect are in compliance with the SLFRF program.

However, recipients can choose to take advantage of the final rule’s flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*, which can be found on Treasury’s website, for more information on compliance with the interim final rule and the final rule.



Overview of the Program

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories. This Overview of the Final Rule addresses the four eligible use categories ordered from the broadest and most flexible to the most specific.

Recipients may use SLFRF funds to:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue loss due to the pandemic.
 - Recipients may determine their revenue loss by choosing between two options:
 - A standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program;
 - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.
 - Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.
- **Support the COVID-19 public health and economic response** by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector.
 - Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
 - To provide simple and clear eligible uses of funds, Treasury provides a list of enumerated uses that recipients can provide to households, populations, or classes (i.e., groups) that experienced pandemic impacts.
 - Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
 - Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
 - Each category includes assistance for "impacted" and "disproportionately impacted" classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
 - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

6



- Eligible uses for assistance to impacted households include aid for re-employment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many **more uses**.
- Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
- Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
- Recipients providing funds for enumerated uses to populations and groups that Treasury has presumed eligible are clearly operating consistently with the final rule. Recipients can also identify (1) other populations or groups, beyond those presumed eligible, that experienced pandemic impacts or disproportionate impacts and (2) other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.
- **Provide premium pay for eligible workers performing essential work**, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
 - Recipients may provide premium pay to eligible workers – generally those working in-person in key economic sectors – who are below a wage threshold or non-exempt from the Fair Labor Standards Act overtime provisions, or if the recipient submits justification that the premium pay is responsive to workers performing essential work.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.
 - Recipients may fund a broad range of water and sewer projects, including those eligible under the EPA's Clean Water State Revolving Fund, EPA's Drinking Water State Revolving Fund, and certain additional projects, including a wide set of lead remediation, stormwater infrastructure, and aid for private wells and septic units.
 - Recipients may fund high-speed broadband infrastructure in areas of need that the recipient identifies, such as areas without access to adequate speeds, affordable options, or where connections are inconsistent or unreliable; completed projects must participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

- **For states and territories:** No offsets of a reduction in net tax revenue resulting from a change in state or territory law.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



- **For all recipients except for Tribal governments:** No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- **For all recipients:** No payments for debt service and replenishments of rainy day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026. This time period, during which recipients can expend SLFRF funds, is the “period of performance.”

In addition to SLFRF, the American Rescue Plan includes other sources of funding for state and local governments, including the [Coronavirus Capital Projects Fund](#) to fund critical capital investments including broadband infrastructure; the [Homeowner Assistance Fund](#) to provide relief for our country’s most vulnerable homeowners; the [Emergency Rental Assistance Program](#) to assist households that are unable to pay rent or utilities; and the [State Small Business Credit Initiative](#) to fund small business credit expansion initiatives. Eligible recipients are encouraged to visit the Treasury website for more information.



Replacing Lost Public Sector Revenue

The Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency. Specifically, SLFRF funding may be used to pay for “government services” in an amount equal to the revenue loss experienced by the recipient due to the COVID-19 public health emergency.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements.

In order to use funds under government services, recipients should first determine revenue loss. They may, then, spend up to that amount on general government services.

DETERMINING REVENUE LOSS

Recipients have two options for how to determine their amount of revenue loss. Recipients must choose one of the two options and cannot switch between these approaches after an election is made.

1. Recipients may elect a “standard allowance” of \$10 million to spend on government services through the period of performance.

Under this option, which is newly offered in the final rule Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund “government services.” The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF’s smallest recipients.

All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula below, including those with total allocations of \$10 million or less. Electing the standard allowance does not increase or decrease a recipient’s total allocation.

2. Recipients may calculate their actual revenue loss according to the formula articulated in the final rule.

Under this option, recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. Treasury has also provided several adjustments to the definition of general revenue in the final rule.

To calculate revenue loss at each of these dates, recipients must follow a four-step process:

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

9



- a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year revenue*.
- b. Estimate *counterfactual revenue*, which is equal to the following formula, where *n* is the number of months elapsed since the end of the base year to the calculation date:

$$\text{base year revenue} \times (1 + \text{growth adjustment})^{\frac{n}{12}}$$

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient’s average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

- c. Identify *actual revenue*, which equals revenues collected over the twelve months immediately preceding the calculation date.

Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added or subtracted to the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022.

Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.

- d. Revenue loss for the calculation date is equal to *counterfactual revenue* minus *actual revenue* (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss on for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section.



SPENDING ON GOVERNMENT SERVICES

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include *any service traditionally provided by a government***, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
- ✓ Road building and maintenance, and other infrastructure
- ✓ Health services
- ✓ General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- ✓ Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.



Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- public health,
- assistance to households,
- assistance to small businesses,
- assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.¹

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or “classes” of beneficiaries that experienced pandemic impacts and provide services to those classes.

¹ However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	<ul style="list-style-type: none"> Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class
Simplifying Presumptions	<ul style="list-style-type: none"> Final Rule presumes certain populations and classes are impacted and disproportionately impacted 	<ul style="list-style-type: none"> Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.² Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on “Framework for Eligible Uses Beyond Those Enumerated.”

² For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between “beneficiaries” and “sub-recipients.” Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.



RESPONDING TO THE PUBLIC HEALTH EMERGENCY

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:

- ✓ Vaccination programs, including vaccine incentives and vaccine sites
- ✓ Testing programs, equipment and sites
- ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
- ✓ Public communication efforts
- ✓ Public health data systems
- ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances
- ✓ Medical and PPE/protective supplies
- ✓ Support for isolation or quarantine
- ✓ Ventilation system installation and improvement
- ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety
- ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
- ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
- ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
- ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
- ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity
- ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
- ✓ Public telemedicine capabilities for COVID-19 related treatment



- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
 - ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
 - ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
 - ✓ Emergency medical response expenses
 - ✓ Treatment of long-term symptoms or effects of COVID-19

- **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services.** Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:
 - ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
 - ✓ Enhanced behavioral health services in schools
 - ✓ Services for pregnant women or infants born with neonatal abstinence syndrome
 - ✓ Support for equitable access to reduce disparities in access to high-quality treatment
 - ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
 - ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
 - ✓ Behavioral health facilities & equipment

- **Preventing and responding to violence.** Recognizing that violence – and especially gun violence – has increased in some communities due to the pandemic, recipients may use funds to respond in these communities through:
 - ✓ Referrals to trauma recovery services for victims of crime
 - ✓ Community violence intervention programs, including:
 - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
 - ✓ In communities experiencing increased gun violence due to the pandemic:
 - Law enforcement officers focused on advancing community policing
 - Enforcement efforts to reduce gun violence, including prosecution
 - Technology & equipment to support law enforcement response

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, **much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis** and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as “impacted” households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as “disproportionately impacted” households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were “impacted” and “disproportionately impacted” by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.

However, note that the final rule maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction’s business climate – would generally not be eligible under this eligible use category.

**Assistance to Households*****Impacted Households and Communities***

Treasury presumes the following households and communities are impacted by the pandemic:

- ✓ Low- or moderate income households or communities
- ✓ Households that experienced unemployment
- ✓ Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- ✓ *When providing affordable housing programs:* households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ *When providing services to address lost instructional time in K-12 schools:* any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible.

Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$65,880 per year.³ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury's standards.

³ For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$75,780 per year.



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- ✓ Food assistance (e.g., child nutrition programs, including school meals) & food banks
- ✓ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- ✓ Health insurance coverage expansion
- ✓ Benefits for surviving family members of individuals who have died from COVID-19
- ✓ Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly-employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- ✓ Financial services for the unbanked and underbanked
- ✓ Burials, home repair & home weatherization
- ✓ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- ✓ Cash assistance
- ✓ Paid sick, medical, and family leave programs
- ✓ Assistance in accessing and applying for public benefits or services
- ✓ Childcare and early learning services, home visiting programs, services for child welfare-involved families and foster youth & childcare facilities
- ✓ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- ✓ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund⁴

⁴ Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

***Disproportionately Impacted Households and Communities***

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low-income households and communities
- ✓ Households residing in Qualified Census Tracts
- ✓ Households that qualify for certain federal benefits⁵
- ✓ Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$40,626 per year.⁶ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

⁵ These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

⁶ For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$46,731 per year



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- ✓ Pay for community health workers to help households access health & social services
- ✓ Remediation of lead paint or other lead hazards
- ✓ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- ✓ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- ✓ Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing⁷
- ✓ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- ✓ Schools and other educational equipment & facilities
- ✓ Responses available to respond to impacts of the pandemic on households and communities (including those listed on page 18)

⁷ Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury's presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.



Assistance to Small Businesses

Small businesses have faced widespread challenges due to the pandemic, including periods of **shutdown, declines in revenue, or increased costs**. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic's effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:

1. Have no more than 500 employees, or if applicable, the size standard in number of employees [established](#) by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and
2. Are a small business concern as defined in section 3 of the Small Business Act⁸ (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

Impacted Small Businesses

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- | | |
|---------------------------------------|--|
| ✓ Decreased revenue or gross receipts | ✓ Capacity to weather financial hardship |
| ✓ Financial insecurity | ✓ Challenges covering payroll, rent or mortgage, and other operating costs |
| ✓ Increased costs | |

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- | | |
|---|--|
| ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs | ✓ Technical assistance, counseling, or other services to support business planning |
|---|--|

Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

⁸ 15 U.S.C. 632.



U.S. DEPARTMENT OF THE TREASURY

- ✓ Small businesses operating in Qualified Census Tracts
- ✓ **Small businesses operated by Tribal governments or on Tribal lands**
- ✓ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- ✓ Rehabilitation of commercial properties, storefront improvements & façade improvements
- ✓ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- ✓ Support for microbusinesses, including financial, childcare, and transportation costs



Assistance to Nonprofits

Nonprofits have faced significant challenges due to the pandemic's increased demand for services and **changing operational needs, as well as declines in revenue sources such as donations and fees.**

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

Impacted Nonprofits

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- ✓ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Disproportionately Impacted Nonprofits

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- ✓ Nonprofits operating in Qualified Census Tracts
- ✓ Nonprofits operated by Tribal governments or on Tribal lands
- ✓ Nonprofits operating in the U.S. territories

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.



Aid to Impacted Industries

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

1. Designating an impacted industry. There are two main ways an industry can be designated as “impacted.”

1. If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.
2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:
 - a. The industry experienced at least 8 percent employment loss from pre-pandemic levels,⁹ or
 - b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. Providing eligible aid to the impacted industry. Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

⁹ Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

Treasury recognizes the enumerated projects below as eligible responses to impacted industries.

- ✓ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- ✓ Technical assistance, counseling, or other services to support business planning
- ✓ COVID-19 mitigation and infection prevention measures (see section Public Health)

As with all eligible uses, recipients may pursue a project not listed above by undergoing the steps outlined in the section Framework for Eligible Uses Beyond Those Enumerated.

**PUBLIC SECTOR CAPACITY**

Recipients may use SLFRF funding to restore and bolster public sector capacity, which supports government's ability to deliver critical COVID-19 services. There are three main categories of eligible uses to bolster public sector capacity and workforce: Public Safety, Public Health, and Human Services Staff; Government Employment and Rehiring Public Sector Staff; and Effective Service Delivery.

Public Safety, Public Health, and Human Services Staff

SLFRF funding may be used for payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee's time spent responding to COVID-19. Recipients should follow the steps below.

1. Identify eligible public safety, public health, and human services staff. Public safety staff include:

- ✓ Police officers (including state police officers)
- ✓ Sheriffs and deputy sheriffs
- ✓ Firefighters
- ✓ Emergency medical responders
- ✓ Correctional and detention officers
- ✓ Dispatchers and supervisor personnel that directly support public safety staff

Public health staff include:

- ✓ Employees involved in providing medical and other physical or mental health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions
- ✓ Laboratory technicians, medical examiners, morgue staff, and other support services essential for patient care
- ✓ Employees of public health departments directly engaged in public health matters and related supervisory personnel

Human services staff include:

- ✓ Employees providing or administering social services and public benefits
- ✓ Child welfare services employees
- ✓ Child, elder, or family care employees

2. Assess portion of time spent on COVID-19 response for eligible staff.

Recipients can use a variety of methods to assess the share of an employees' time spent responding to COVID-19, including using reasonable estimates—such as estimating the share of time based on discussions with staff and applying that share to all employees in that position.

For administrative convenience, recipients can consider public health and safety employees entirely devoted to responding to COVID-19 (and their payroll and benefits fully covered by SLFRF) if the

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

26



employee, or his or her operating unit or division, is “primarily dedicated” to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division’s time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

3. **Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response.** SLFRF funding may be used for payroll and covered benefits for the portion of the employees’ time spent on COVID-19 response, as calculated above, through the period of performance.

Government Employment and Rehiring Public Sector Staff

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- **Restoring pre-pandemic employment.** Recipients have two options to restore pre-pandemic employment, depending on the recipient’s needs.
 - *If the recipient simply wants to hire back employees for pre-pandemic positions:* Recipients may use SLFRF funds to hire employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF funds to cover payroll and covered benefits for such positions through the period of performance.
 - *If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions:* Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:
 - a. Identify the recipient’s budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
 - b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre-pandemic baseline*.
 - c. Identify the recipient’s budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the *actual number of FTEs*.
 - d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- **Supporting and retaining public sector workers.** Recipients can also use funds in other ways that support the public sector workforce.¹⁰ These include:
 - **Providing additional funding for employees who experienced pay reductions or were furloughed** since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
 - **Maintaining current compensation levels to prevent layoffs.** SLFRF funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
 - **Providing worker retention incentives, including reasonable increases in compensation** to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- **Covering administrative costs associated with administering the hiring, support, and retention programs above.**

Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

- **Supporting program evaluation, data, and outreach through:**

¹⁰ Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

- ✓ Program evaluation and evidence resources
 - ✓ Data analysis resources to gather, assess, share, and use data
 - ✓ Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
 - ✓ Community outreach and engagement activities
 - ✓ Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support
- **Addressing administrative needs, including:**
 - ✓ Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
 - ✓ Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)

**CAPITAL EXPENDITURES**

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable sub-category of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no pre-approval is required for capital expenditures.

To guide recipients' analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

A Written Justification includes:

- *Description of the harm or need to be addressed.* Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

30



- *Explanation of why a capital expenditure is appropriate.* For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- *Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.* Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

- | | |
|---|---|
| ✗ Construction of new correctional facilities as a response to an increase in rate of crime | ✗ Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries |
| ✗ Construction of new congregate facilities to decrease spread of COVID-19 in the facility | |

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

**FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED**

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	<ul style="list-style-type: none"> Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class

1. Identify a COVID-19 public health or negative economic impact on an individual or a class.

Recipients should identify an individual or class that is “impacted” or “disproportionately impacted” by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- “Impacted” entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.
- “Disproportionately impacted” entities are those that experienced disproportionate public health or economic outcomes from the pandemic; Treasury recognizes that pre-existing disparities, in many cases, amplified the impacts of the pandemic, causing more severe impacts in underserved communities. For example, a household living in a neighborhood with limited access to medical care and healthy foods may have faced health disparities before the pandemic, like a higher rate of chronic health conditions, that contributed to more severe health outcomes during the COVID-19 pandemic.

The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

Recipients also have broad flexibility to identify a “class” – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

32



first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Recipients should keep the following considerations in mind when designating a class:

- **There should be a relationship between the definition of the class and the proposed response.** Larger and less-specific classes are less likely to have experienced similar harms, which may make it more difficult to design a response that appropriately responds to those harms.
- **Classes may be determined on a population basis or on a geographic basis,** and the response should be appropriately matched. For example, a response might be designed to provide childcare to single parents, regardless of which neighborhood they live in, or a response might provide a park to improve the health of a disproportionately impacted neighborhood.
- **Recipients may designate classes that experienced disproportionate impact,** by assessing the impacts of the pandemic and finding that some populations experienced meaningfully more severe impacts than the general public. To determine these disproportionate impacts, recipients:
 - May designate classes based on academic research or government research publications (such as the citations provided in the supplementary information in the final rule), through analysis of their own data, or through analysis of other existing data sources.
 - May also consider qualitative research and sources to augment their analysis, or when quantitative data is not readily available. Such sources might include resident interviews or feedback from relevant state and local agencies, such as public health departments or social services departments.
 - Should consider the quality of the research, data, and applicability of analysis to their determination in all cases.
- **Some of the enumerated uses may also be appropriate responses to the impacts experienced by other classes of beneficiaries.** It is permissible for recipients to provide these services to other classes, so long as the recipient determines that the response is also appropriate for those groups.
- **Recipients may designate a class based on income level, including at levels higher than the final rule definition of "low- and moderate-income."** For example, a recipient may identify that households in their community with incomes above the final rule threshold for low-income nevertheless experienced disproportionate impacts from the pandemic and provide responsive services.

2. **Design a response that addresses or responds to the impact.** Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

33



the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

“Reasonably proportional” refers to the scale of the response compared to the scale of the harm, as well as the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide a very small amount of aid to a group that experienced severe harm and a much larger amount to a group that experienced relatively little harm. Recipients should consider relevant factors about the harm identified and the response to evaluate whether the response is reasonably proportional. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response.

For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic, such as disproportionate gaps in access to health care or pre-existing disparities in educational outcomes that have been exacerbated by the pandemic.



Premium Pay

The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed \$25,000 for any single worker during the program.

Recipients should undergo the following steps to provide premium pay to eligible workers.

- 1. Identify an “eligible” worker.** Eligible workers include workers “needed to maintain continuity of operations of essential critical infrastructure sectors.” These sectors and occupations are eligible:

- | | |
|--|---|
| ✓ Health care | ✓ State, local, or Tribal government workforce |
| ✓ Emergency response | ✓ Workers providing vital services to Tribes |
| ✓ Sanitation, disinfection & cleaning | ✓ Educational, school nutrition, and other work required to operate a school facility |
| ✓ Maintenance | ✓ Laundry |
| ✓ Grocery stores, restaurants, food production, and food delivery | ✓ Elections |
| ✓ Pharmacy | ✓ Solid waste or hazardous materials management, response, and cleanup |
| ✓ Biomedical research | ✓ Work requiring physical interaction with patients |
| ✓ Behavioral health | ✓ Dental care |
| ✓ Medical testing and diagnostics | ✓ Transportation and warehousing |
| ✓ Home and community-based health care or assistance with activities of daily living | ✓ Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment |
| ✓ Family or child care | |
| ✓ Social services | |
| ✓ Public health | |
| ✓ Mortuary | |
| ✓ Critical clinical research, development, and testing necessary for COVID-19 response | |

Beyond this list, the chief executive (or equivalent) of a recipient government may designate additional non-public sectors as critical so long as doing so is necessary to protecting the health and wellbeing of the residents of such jurisdictions.

- 2. Verify that the eligible worker performs “essential work,”** meaning work that:

- Is not performed while teleworking from a residence; and
- Involves either:
 - a. regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
 - b. regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

35



3. Confirm that the premium pay “responds to” workers performing essential work during the COVID-19 public health emergency. Under the final rule, which broadened the share of eligible workers who can receive premium pay without a written justification, recipients may meet this requirement in one of three ways:

- Eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics’ [Occupational Employment and Wage Statistics](#), whichever is higher, on an annual basis; or
- Eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions; or
- If a worker does not meet either of the above requirements, the recipient must submit written justification to Treasury detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency. This may include a description of the essential worker’s duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive. Treasury anticipates that recipients will easily be able to satisfy the justification requirement for front-line workers, like nurses and hospital staff.

Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers. Premium pay must be paid in addition to wages already received and may be paid retrospectively. A recipient may not use SLFRF to merely reimburse itself for premium pay or hazard pay already received by the worker, and premium pay may not be paid to volunteers.



Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the [CWSRF](#) for a full list of eligibilities.

PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the [DWSRF](#) for a full list of eligibilities.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

37



ADDITIONAL ELIGIBLE PROJECTS

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs — beyond the CWSRF and DWSRF, if they are found to be “necessary” according to the definition provided in the final rule and outlined below.

- ✓ Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- ✓ Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- ✓ Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A “necessary” investment in infrastructure must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

38



Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

1. **Identify an eligible area for investment.** Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:
 - ✓ Lack of access to a reliable high-speed broadband connection
 - ✓ Lack of affordable broadband
 - ✓ Lack of reliable service

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. **Design project to meet high-speed technical standards.** Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.



3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:
 - ✓ Participate in the FCC's Affordable Connectivity Program (ACP)
 - ✓ Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent.** If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- **No recipients except Tribal governments may use this funding to make a deposit to a pension fund.** Treasury defines a “deposit” as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:

<ul style="list-style-type: none"> ✗ Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient’s regular timing for making the payment 	<ul style="list-style-type: none"> ✗ Occur at the regular time for pension contributions but is larger than a regular payment would have been
--	--

ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- **No debt service or replenishing financial reserves.** Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- **No satisfaction of settlements and judgments.** Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are an eligible use of SLFRF funds, SLFRF may be used for those costs.
- **Additional general restrictions.** SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).



Program Administration

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

TRANSFERS

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

LOANS

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

ADMINISTRATIVE EXPENSES

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's [Compliance and Reporting Guidance](#). Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

43



REPORTING, COMPLIANCE & RECOUPMENT

Recipients are required to comply with Treasury's [Compliance and Reporting Guidance](#), which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

REVISIONS TO THE OVERVIEW OF THE FINAL RULE:

- January 18, 2022 (p. 4, p. 16): Clarification that the revenue loss standard allowance is “up to” \$10 million under the Replacing Lost Public Sector Revenue eligible use category; addition of further information on the eligibility of general infrastructure, general economic development, and worker development projects under the Public Health and Negative Economic Impacts eligible use category.
- March 17, 2022 (p. 18): Specified that provision of child nutrition programs is available to respond to impacts of the pandemic on households and communities.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

44



ARPA Small Business Response + Recovery

Economic & International Department

Goal 1. Create an environment conducive to strong,
sustainable economic development



Request

Authorize the City Manager to execute a Subrecipient Agreement by and between the **CITY OF EL PASO** and



1. **Better Business Bureau** providing **\$1,435,522** to BBB to administer American Rescue Plan Act ("ARPA") funds to continue the EPBusinessStrong and *Buy El Paso* Program and to implement the El Paso Small Business Rewards Program.
2. **Project Vida** providing **\$200,000** to hire staff to conduct outreach and technical assistance. They will assist businesses submit applications for cash grant opportunities. Their Microenterprise Technical Assistance Program (MTAP) assists underrepresented businesses.
3. **LiftFund** providing **\$2,500,000** to LiftFund to administer American Rescue Plan Act (ARPA) funds to institute the City of El Paso Small Business Grant & Interest Buy-Down Program to entities affected by the COVID-19 pandemic.

CARES Emergency Relief

Federal Funds	
Small Business Financial Assistance	\$ 17,334,000
Small Business Financial, Legal, Technical Assistance	\$400,000
Business Resource Clearinghouse	\$156,000
Business Safety Alteration Financial Assistance	\$1,990,000
Safety Product Access + Supply Chain	\$400,000
Contact Tracing + Work Safe Assistance + Training	\$100,000
Downtown Sanitation Program	\$113,000
Downtown Outdoor Dining	\$80,000
E-Commerce Platform Development + Technical Assistance	\$450,000
E-Commerce + Digital Platform Training	\$100,000
“Buy Local” Marketing Initiative	\$577,000
Childcare Assistance	\$50,000
Total	\$21,750,000

City Funds	
Small Business Recovery Program	\$ 3,000,000
Total	\$ 3,000,000

\$24,750,000
Total Economic Support

1,566 Grants



CARES Act Funding Impact



Technical Assistance

- E-commerce platforms developed for **130** businesses
- **1,040** businesses trained through one-on-one counseling or webinars
- Cash Grants, retained **1,379** jobs



Health

- **1,276** business visits by Task Force distributing PPE
- **155** businesses aided with "work safer" protocols
- **17** businesses engaged to support PPE supply chain
- **500** COVID-19 Business safety kits distributed
- **1,276** Education Task Force visits



Safety

- **80** businesses received installation of temperature kiosks and/or barriers
- Disinfected **61,000** public assets within downtown
- **19** handwashing stations installed and maintained, and
- **4,700** patrons utilized downtown Outdoor Dining Area maintained by DMD



Marketing

- Established EPBusinessStrong resource clearinghouse & Buy El Paso Program
- Buy El Paso Program: Generated **93,600** page views from **58,600** users

Economic Response + Recovery:

American Rescue Plan Act (ARPA)

Funds Allocation

\$14,000,000

\$6.2

Access to Capital +
Workforce Needs

\$4.8M

Strengthen the
Entrepreneurial Support
Ecosystem

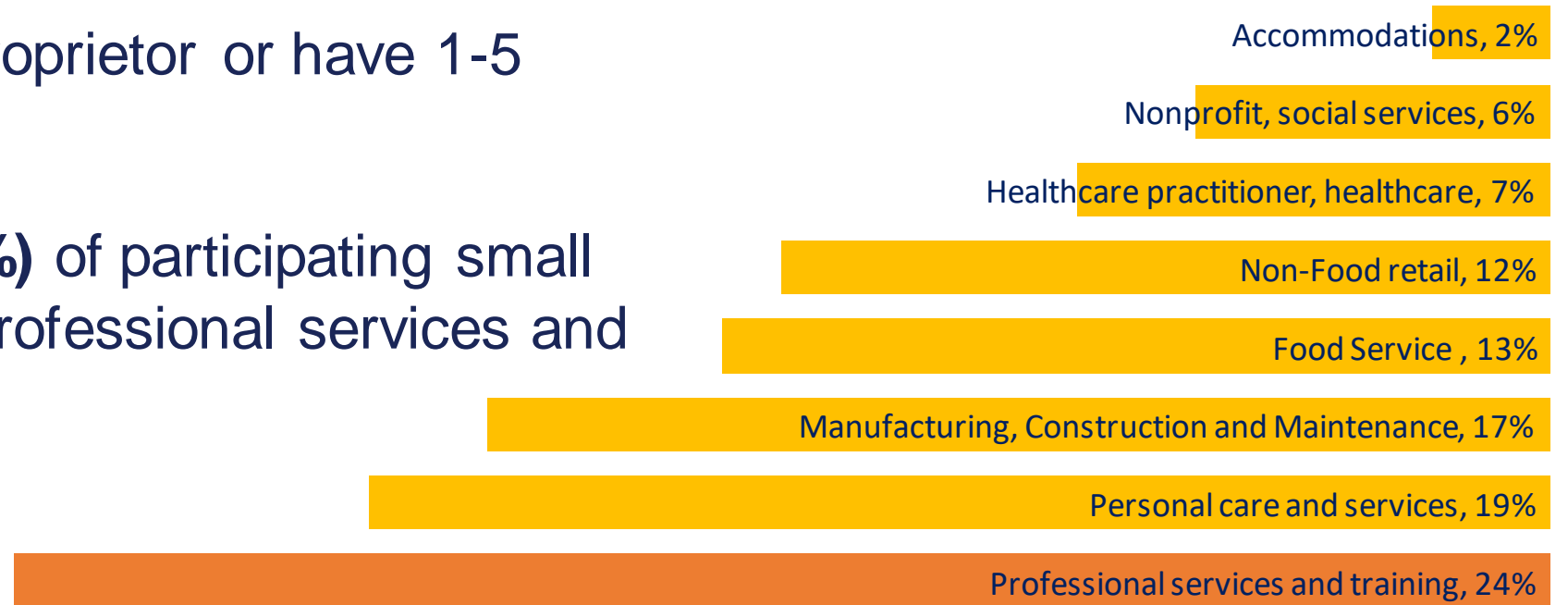
\$3.0M

Support Strong
Partnerships to Optimize
Economic Growth

Small Business Profile

- **121 Responses** from **13** roundtables/townhall meetings and online outreach from March to July 2022.
- **65%** are either sole-proprietor or have 1-5 employees
- Nearly a **quarter (24%)** of participating small businesses, provide professional services and training

Type of Business

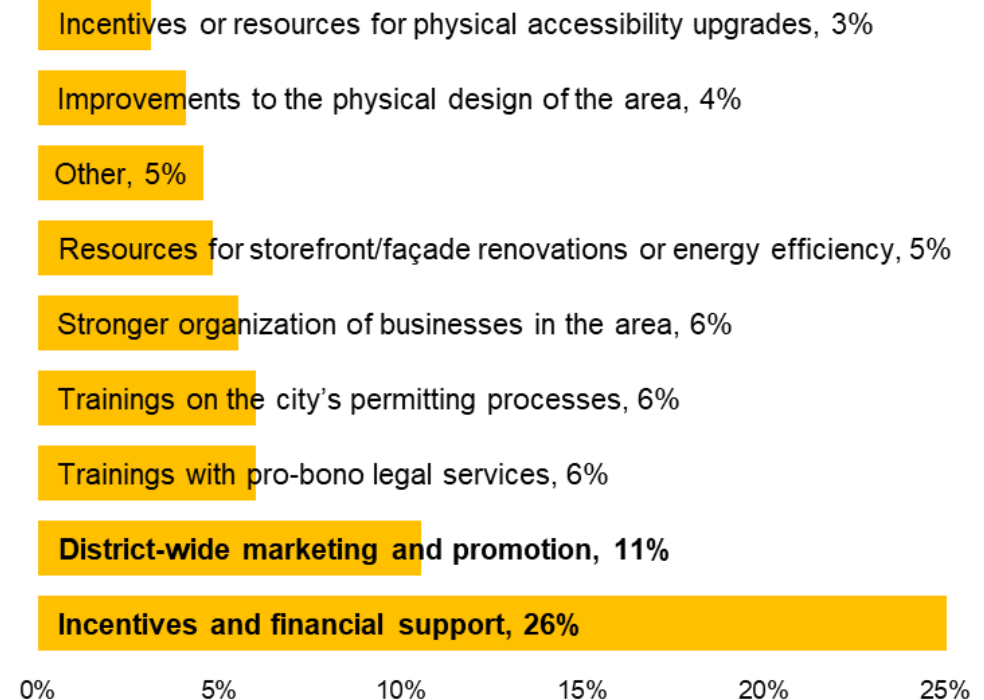


Small Business Response

Which topics or tools are you most interested in developing or strengthening for your business?

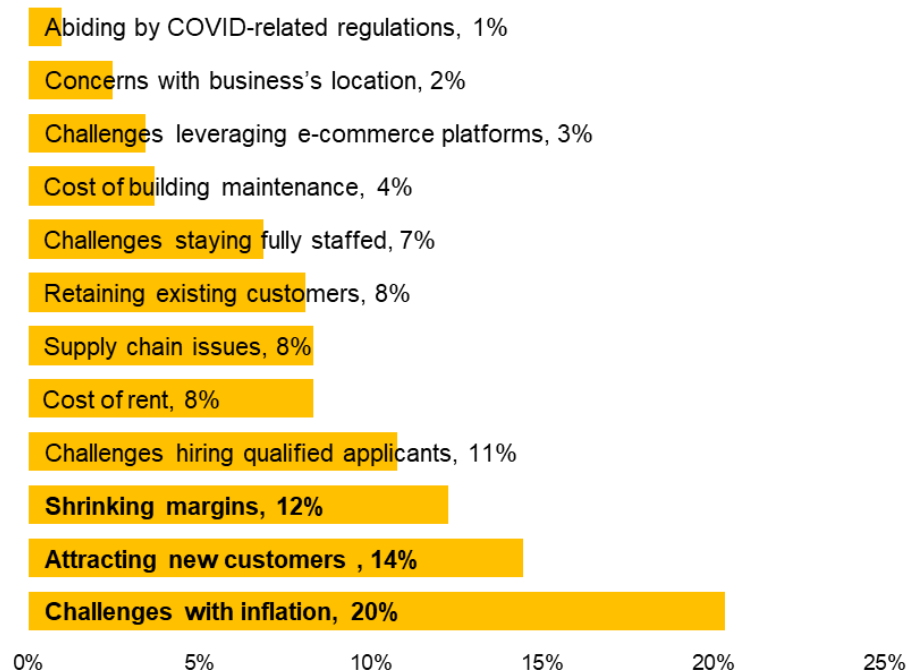


What types of support would you like to see offered that would help your business thrive?



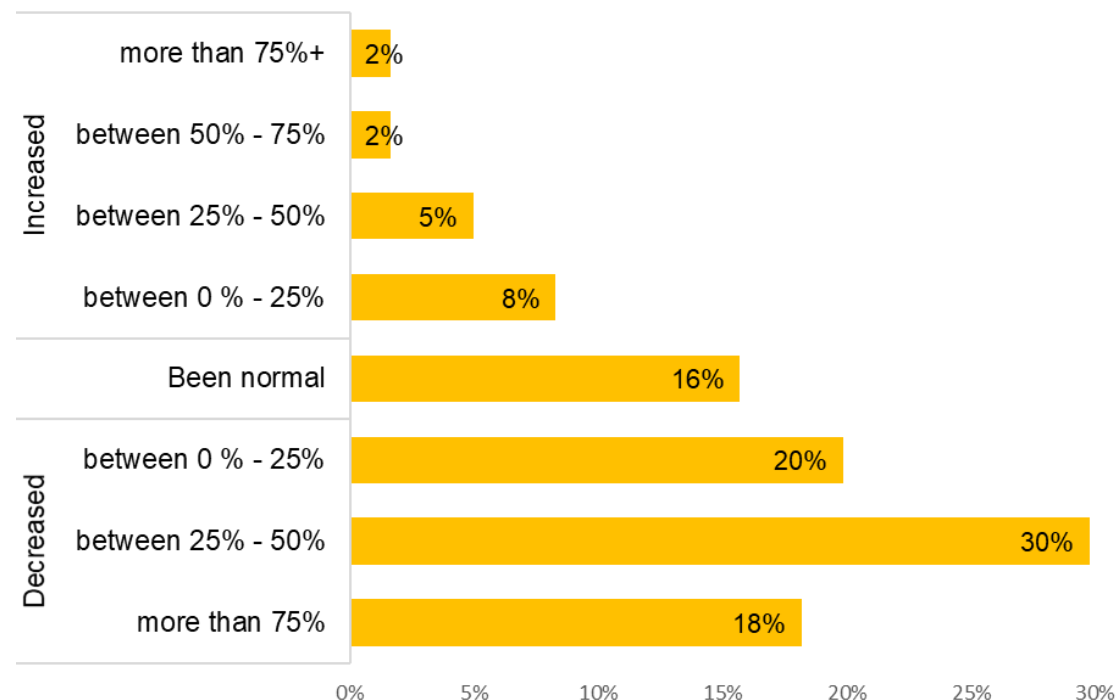
Small Business Response

Thinking of the next six months,
how serious are the following
concerns for your business?*



*Respondents selected the top three

How has your business revenue changed
since COVID-19 became a widespread
concern in early March 2020?



Access to Capital + Workforce Needs

1 Small Business Financial Assistance:

LiftFund: \$2,500,000

2 Financial Literacy + Technical Assistance + Community Outreach:

Project Vida: \$200,000

Strengthen Entrepreneurial Support Ecosystem

3 Marketing Campaign Partnerships:

Better Business Bureau: 1,435,522

What's in a Name?

The logo for LiftFund, with "Lift" in blue and green and "Fund" in grey.

DREAM IT. FUND IT.

The word LIFT has an inspirational meaning which is why it is often used, services are different.

The logo for sunmetro LIFT, featuring a green circle with "sunmetro" in white and blue, and "LIFT" in blue below it.The logo for lyft, in a stylized pink font.

It means to raise, rise, elevate, pick up, boost, and uplift.

Small Business Grant & Interest Buy-Down Program

Cash grants

- Up to **\$10,000** to eligible small businesses for working capital
- Businesses making \$1M or less in annual gross revenue
- Eligible businesses that did not receive CARES Act funding will be prioritized for grant funding under this program
- Approximately **215** businesses will receive funds

Buy-down interest rate

- Interest buy-down to **5%**
- Loans up to \$100,000



Budget	
Grants	\$2,150,000
Interest Buy-down	\$100,000
Administration Fee 10%	\$250,000
	\$2,500,000



Microenterprise Technical Assistance Program

MTAP

Addresses outreach and technical assistance encouraging stabilization and growth of microenterprise businesses:

- Project Vida will utilize a “**promotora**” (community health worker) model to conduct outreach and build relationships with microentrepreneurs in El Paso.
- Prioritizing outreach to businesses that did not receive CARES Act funding to assist with grant applications in all City Council Districts
- Primary focus of recruitment for the program: self-employed and business owners with less than four employees
- Program will serve over **260 microentrepreneurs**



Budget	
Program Cost	\$180,000
Administration Fee 10%	\$20,000
	\$200,000

EPBusinessStrong, Buy El Paso & SizeUp

- **EPBusinessStrong** designed, created and launched during August 2020, a digital, centralized source of information to help connect small business owners with credible financial resource opportunities.
- **Buy El Paso Program** began in August 2020 as a pandemic response campaign to help local businesses. Program is focused on increasing support for local small businesses by encouraging the community to shop locally.
- **SizeUp El Paso** business intelligence tool, provides market research data for small businesses.



Budget	
Program Cost	\$1,299,122
Administration Fee 9.5%	\$136,400
	\$1,435,522

Made in El Paso

- Video & blog series, supports small businesses by featuring local businesses that make unique items.
- **24 business** received marketing and publicity free of charge, through this initiative.

Success Stories

- Highlighted local businesses through video.
- Captured how businesses, and its owners survived and navigated the pandemic utilizing resources shared on the website.
- Series concluded *July 2022*.
- Website pivoted from pandemic response tool to premier business resource digital center.

BBB Tips

- Launched in *August 2022*
- Video series, answer common questions business owners may have.
- Topics: Why become BBB Accredited?, Why have a business website?, What is a Community Development Financial Institution (CDFI)?

Buy El Paso Day

- All-day event, first Saturday of December.

Buy El Paso Shirt Campaign

- Local artists were recruited to design t-shirts depicting what they perceived the "Buy El Paso" initiative means. Each month featured a unique design by a different artist.
- Over **500 t-shirts** were designed by **15 local artists**, distributed to **33 local businesses**

Buy El Paso Adventures

- Monthly video & written blog, explores local businesses & highlights products.
- **67 businesses** have been featured in the program.

Holiday Gift Guide

- Businesses were encouraged to submit a product they wanted featured.
- Gift guide included: business' information, picture & product description.
- **17,000 gift guides** distributed through El Paso Inc & El Paso Times
- **Over 500 businesses** were listed or featured.

Website Analytics

EP Business Strong

- 57,670 Users
- 75,206 Sessions
- 126,928 Page Views

Buy El Paso

- 63,433 Users
- 74,846 Sessions
- 103,535 Page Views

When you Buy El Paso
...You ♥ El Paso

El Paso Small Business Reward Program

- Program will serve as a catalyst to help revitalize local businesses by offering a marketing incentive tool to drive customer behavior.
- Technology Driven solution rewards incentive / Movement tracking technology (QR Code)
- Providing business owners behavioral and predictive analytics to support operational decisions.
- Provide real-time economic and consumer movement data, including consumer habits.
- Program will serve a minimum of **500 small businesses**.



Customer QR Code rewards program process



Request

Authorize the City Manager to execute a Subrecipient Agreement by and between the **CITY OF EL PASO** and



1. **Better Business Bureau** providing **\$1,435,522** to BBB to administer American Rescue Plan Act ("ARPA") funds to continue the EPBusinessStrong and *Buy El Paso* Program and to implement the El Paso Small Business Rewards Program.
2. **Project Vida** providing **\$200,000** to hire staff to conduct outreach and technical assistance. They will assist businesses submit applications for cash grant opportunities. Their Microenterprise Technical Assistance Program (MTAP) assists underrepresented businesses.
3. **Lift Fund** providing **\$2,500,000** to LiftFund to administer American Rescue Plan Act (ARPA) funds to institute the City of El Paso Small Business Grant & Interest Buy-Down Program to entities affected by the COVID-19 pandemic.



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 #: 22-1317, 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

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 that the City Manager be authorized to execute a Subrecipient Agreement by and between the City of El Paso and Project Vida, providing \$200,000 to Project Vida to administer American Rescue Plan Act (ARPA) funds to provide Microenterprise Technical Assistance to entities affected by the COVID-19 pandemic.

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

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PH. NUMBER: Mirella Craigo, Assistant Director 915-212-1617
Elizabeth Triggs, Director 915-212-1619

DISTRICT(S) AFFECTED: ALL

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

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

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

Discussion and action on a resolution that the City Manager be authorized to execute a Subrecipient Agreement by and between the City of El Paso and Project Vida, providing \$200,000 to Project Vida to administer ARPA Act funds to provide Microenterprise Technical Assistance to entities affected by the COVID-19 pandemic.

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 American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion stimulus bill passed by the US Congress and signed by President Joe Biden in March of 2021. The bill was a response to the COVID-19 Pandemic and sought to speed the United States' recovery by addressing both the health and economic impacts of the pandemic. The City of El Paso received \$154,365,135 from the ARPA bill and on May 14, 2022, City Council approved the allocation of \$14M to small business recovery and relief.

Project Vida (PV) will expand their existing Microenterprise Technical Assistance Program (MTAP). The program addresses unemployment and poverty by enabling and encouraging the stabilization and growth of microenterprise businesses. The program seeks to improve the economic well-being of low- to moderate-income owners, employees, and their families. PV will utilize a "promotora" (community health worker) model to conduct outreach, build relationships and serve over 260 microentrepreneurs in El Paso. The primary focus of recruitment for the program will be low-income population that are self-employed, business owners with less than four employees, or persons who have viable plans to start a business. Because language is a significant barrier for local entrepreneurs, all services will be provided in English and Spanish.

PRIOR COUNCIL ACTION:

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

Yes, Project Vida administered three programs: Digital Literacy, Cash Grant and the Build Safe through CARES Act funding executed on August 7, 2020.

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?

ARPA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO PRIMARY

DEPARTMENT: Economic & International Development

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:  _____

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

RESOLUTION

WHEREAS, on March 11, 2021, the federal government enacted the American Rescue Plan Act (“ARPA”), which established the Coronavirus State Fiscal Relief Fund & Coronavirus Local Fiscal Relief Fund (“CSLFRF”) and appropriated \$150 billion to the Fund to be used to address the economic fallout caused by the COVID-19 pandemic; and

WHEREAS, the City is a recipient of \$154,365,135 under the ARPA funding grant; and

WHEREAS, on May 9th 2022 the City Council appropriated ARPA funds to be used by the City in accordance with the requirements stipulated by the CSLFRF, ARPA and federal guidelines; and

WHEREAS, the City desires to enter into a Subrecipient Agreement with Project Vida, Inc., a Texas Non-Profit Corporation (“Project Vida”), whereby Project Vida will administer ARPA Act funds to provide Microenterprise Technical Assistance to entities affected by the COVID-19 pandemic; and

WHEREAS, the City’s expenditure under this Agreement is, in the reasonable judgement of the City Council, a necessary expenditure incurred due to the public health emergency with respect to COVID–19, and which was not accounted for in the budget most recently approved as of the date of enactment of this section for the City; and

WHEREAS, the City’s expenditure under this Subrecipient Agreement is related to the provision of grants to reimburse small businesses for the costs of business interruptions caused by required COVID-19 closures.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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

That the City Manager be authorized to execute a Subrecipient Agreement by and between the City of El Paso and Project Vida, providing \$200,000 to Project Vida to administer ARPA Act funds to provide Microenterprise Technical Assistance to entities affected by the COVID-19 pandemic.

APPROVED this _____ day of _____, 2022.

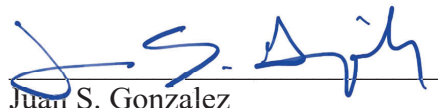
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic & International Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

SUB-RECIPIENT AGREEMENT
[ARPA – Economic Impacts]

This Sub-Recipient Agreement (“**Agreement**”) is made this _____ day of _____, 20____ by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**CITY**”, and **Project Vida, Inc.**, a Texas Non-Profit Corporation (“**Sub-Recipient**” or “**Contractor**”).

RECITALS

WHEREAS, on May 9th 2022 the City Council appropriated ARPA funds to be used by the City in accordance with the requirements stipulated by the CSLFRF, ARPA and federal guidelines; and

WHEREAS, such funding may be used to provide loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees and mortgage, rent, utility, and other operating costs; and technical assistance, counseling or other services to support business planning; or other assistance as identified in the Final Rule to support impacted and disproportionately impacted small businesses; and

WHEREAS, the CITY intends to engage the Sub-Recipient to provide Microenterprise Technical Assistance, hereinafter referred to as the “**Scope of Work**” or “**Project**”, as further described in **Attachment “A”**; and

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the CITY and Sub-Recipient agree as follows:

ARTICLE I. ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Work (Project)
Attachment “B”	Budget
Attachment “C”	Insurance Certificates / Certifications
Attachment “D”	Additional Terms & Conditions (ARPA)

ARTICLE II. PROJECT

2.1 The CITY hereby agrees to retain the Sub-Recipient and the Sub-Recipient agrees to perform the services contemplated for the Project. The Project shall consist of the Sub-Recipient’s completion of the Scope of Services as further described in **Attachment “A”**.

2.2 During the term of this Agreement, Sub-Recipient will establish a contractual obligation to provide support services, as reasonably needed, at a business support center to be identified by CITY. Said business support center will be located within the geographic boundaries of the City of El Paso.

Sub-Recipient acknowledges that they will not be the exclusive support services provider; but will cooperate and support the CITY's efforts at the business support center through the Sub-Recipient's participation and providing various metrics as may be requested by the City.

ARTICLE III. SUB-RECIPIENT FEES AND PROJECT BUDGET

3.1 PAYMENT TO SUB-RECIPIENT. The CITY shall pay to the Sub-Recipient an amount not to exceed **\$200,000** for all services and reimbursables performed pursuant to this Agreement.

The parties agree and understand that all fees and compensation to the Sub-Recipient shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Budget attached to this Agreement as **Attachment "B"**.

3.2 SUB-RECIPIENT'S SERVICES. The Services to be provided by the Sub-Recipient for this Agreement are attached hereto as **Attachment "A"**.

3.3 SUB-RECIPIENT'S INVOICES. The Sub-Recipient shall bill the CITY not more often than monthly, through written invoices. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Sub-Recipient, the current invoiced amount and the amount billed to date.

3.3.2 The CITY agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the CITY may, upon notice to the Sub-Recipient, withhold payment to the Sub-Recipient for the amount in dispute only, until such time as the exact amount of the disputed amount due the Sub-Recipient is determined. The total amount paid to Sub-Recipient shall not exceed Sub-Recipient's fee proposal, except by written amendment to this Agreement, executed by both parties.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the execution by all parties to this Agreement. The Sub-Recipient shall complete the requested services in accordance with the timeline(s) and schedule(s) outlined in **Attachment "A"**.

4.2 TERMINATION. This Agreement may be terminated as provided herein.

4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the Sub-Recipient and CITY that the CITY may terminate this Agreement, in whole or in part for the convenience of the CITY, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Sub-Recipient shall cease the performance of services under this Agreement. Upon such termination, the Sub-Recipient shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the CITY's notice of termination. CITY shall compensate Sub-Recipient in accordance with this Agreement; however, the CITY may withhold any payment to the Sub-Recipient that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Sub-Recipient from the CITY is determined. Nothing contained herein, or elsewhere in this Agreement shall require the CITY to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.2.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Sub-Recipient and CITY that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the CITY retains the right to immediately terminate this Agreement for default if the Sub-Recipient violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the CITY pursuant to this subsection, the CITY may withhold payments to the Sub-Recipient for the purpose of setoff until such time as the exact amount due the Sub-Recipient from the CITY is determined.

4.2.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract. Sub-Recipient agrees that the Contract can be terminated if the Sub-Recipient or any of its vendor(s) knowingly or intentionally fails to comply with a requirement of that subchapter.

TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Sub-Recipient shall procure and maintain insurance coverage as required herein and attached in **Attachment "C"**. Sub-Recipient shall not commence work under this Agreement until the Sub-Recipient has obtained the required insurance and such insurance has been approved by the CITY. The Sub-Recipient shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Sub-Recipient shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Sub-Recipient's employees to be engaged in work under this Agreement. The Sub-Recipient shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the CITY, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Sub-Recipient shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Sub-Recipient and the Sub-Recipient's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Sub-Recipient or by anyone directly or indirectly employed by the Sub-Recipient. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY Combined Single Limit**
\$1,000,000.00 per accident

5.1.3 OWNER AS ADDITIONAL INSURED. The CITY shall be named as an Additional Insured on all of the Sub-Recipient's Insurance Policies, with the exception of Workers' Compensation required by this Agreement.

5.1.4 PROOF OF INSURANCE. The Sub-Recipient shall furnish certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.5 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "C"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND CITY, AND CITY'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSULTANTS, SUBCONSULTANTS,

VENDORS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR, VENDOR, OR SUPPLIER COMMITTED BY SUB-RECIPIENT OR SUB-RECIPIENT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE SUB-RECIPIENT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

TO THE EXTENT ALLOWED BY STATE LAW, THE CITY WILL BE RESPONSIBLE FOR ITS OWN ACTIONS.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Sub-Recipient understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within Attachment "A".

7.2 ADDITIONAL TERMS AND CONDITIONS (ARPA). Sub-recipient agrees to comply and adhere to all terms and conditions associated with the CITY's receipt of ARPA funds. For Sub-recipient's ease of reference links and references to the additional Terms and Conditions are attached to this Agreement as **Attachment D**.

7.3 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the concepts, design, and other documents prepared by the Sub-Recipient for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the CITY, who shall be vested with all common law and statutory rights. The CITY shall have the right to the use of the documents; provided however the Sub-Recipient shall have no liability for any use of one or more of the Instruments of Service by the CITY. The CITY shall have the consent of the Sub-Recipient, provided, however, the Sub-Recipient shall have no liability or responsibility for such use of the concepts, design, and other documents. The rights granted to the CITY herein for the use of the documents for additional projects shall not grant the CITY any right to hold the Sub-Recipient responsible for any subsequent use of the documents. The Sub-Recipient shall provide the CITY with copies of the Instruments of Service in both electronic form and in hard copy.

7.4 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Sub-Recipient's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the CITY in connection with the Sub-Recipient's work on this Project for the CITY and shall be open to inspection and subject to audit and/or reproduction by CITY's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Sub-Recipient's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Sub-Recipient's records have been generated from computerized data, Sub-Recipient agrees to provide CITY's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The CITY or its designee shall be entitled, at its expense, to audit all of the Sub-Recipient's records related to this Project, and shall be allowed to interview any of the Sub-Recipient's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law or the additional Terms and Conditions referred to in Section 7.2 above. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Sub-Recipient's office hours) and places upon reasonable notice.

7.5 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the CITY and the Sub-Recipient, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Sub-Recipient shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to: The City of El Paso
 Attn: Economic and International Development
 P. O. Box 1890
 El Paso, Texas 79950-1890

To the Sub-Recipient: Project Vida, Inc.
 Attn: William Schlesinger, Co-Director
 3607 Rivera Avenue
 El Paso, Texas 79905

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY:
CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs
Director
Economic and International Development

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 20____, by
Tomás González, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires: _____ / _____ / _____

(Signatures continue on the following page)

SUB-RECIPIENT:
PROJECT VIDA, INC.

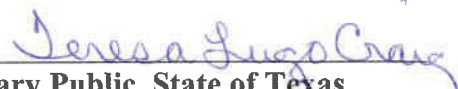


William Schlesinger
Director

ACKNOWLEDGEMENT

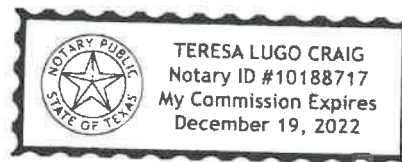
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 19th day of September, 2022, by ____
William Schlesinger, as Director of Project Vida, Inc..



Notary Public, State of Texas

My commission expires: 12 / 19 / 2022



ATTACHMENT “A”
SCOPE OF WORK

MICROENTERPRISE TECHNICAL ASSISTANT PROGRAM PROJECT VIDA

William Schlesinger, CEO

3607 Rivera Ave.

El Paso, TX 79905

Program Period Start: 11/1/2022

Program Period End: 11/1/2024

Project Vida (PV) supported by ARPA funding, will have the opportunity to serve more than **260 micro entrepreneurs**, create or retain 70 jobs, provide more than 12 workshops and events and support businesses to be able to obtain capital from different financial institutions and CDFI's. Based on its affiliate's successful Community Health Worker program, PV will do outreach to build relationships with a variety of microentrepreneurs in the City of El Paso. According to WalletHub, El Paso is the ninth-best city for Hispanic entrepreneurs (2019). The primary focus of recruitment for the proposed program is low-income and very low-income Hispanic persons that are self-employed, businesses that have not been able to obtain CARES grants, and persons who have viable plans to start a business. Because language is a significant barrier for local entrepreneurs, all services provided by MTAP are provided in English and Spanish.

PROBLEM STATEMENT

El Paso's microenterprise and small businesses suffered a major loss of revenue stream due to COVID-19 due to required closures or limitations. For example, a local restaurant named Saul Junior owned by Carlos Chaparro had to let go three of his five employees due to sales decreasing to 50%. This resulted in a staffing reduction of 60%. For this, we had an impact in losses of microbusiness that needed to close their businesses forever and needed to look for different ways and resources to support the needs of the ones who were still struggling to operate and survive. The GO DIGITAL program with Cares funds was an opportunity to serve, teach and guide our clients into the digital era and resources that were available to them.

100% of the population currently served is low-income or very-low income, and 27.56% have incomes below the area median. Because many business owners or prospective owners lack education and business training, the program often works with business owners for more than a year, providing additional training to meet needs as the owner develops and expands their microenterprise. The proposed program will enhance, train, guide and provide resources to the microenterprises that exist in the City of El Paso.

PROGRAM DESCRIPTION

1) Organizational Experience & Capacity

PV's innovative and actionable strategy is based on the promotora/ community health worker model of outreach and relationship-building adapted for economic development. Some MTAP staff members have the experience of struggling as microenterprise owners themselves including with language and cultural barriers, so they readily identify with clients; and clients easily identify with them.

A study done by Hunt Institute at the University of Texas at El Paso on MTAP concluded that "Project VIDA's operating expenses were found to have a sizable impact on the local economy of El Paso County, Texas, increasing output by \$418,693.50 and labor income by \$247,116.60. However, these numbers do not represent the full impact of Project VIDA's technical assistance program in our region. Accounting for the incomes generated by the 137 microenterprises that received technical assistance from Project VIDA in FY 2020-2021 results in a gain in total output of \$4,758,685.00 and a gain in total labor income of \$1,461,155.70. We also find that these expenditures support an additional 198.7 jobs within our region. The report reviewed data from the 2020-2021 fiscal year. This evaluation of the impact of the program looked at the impact on El Paso County's economy, the increase in jobs created and retained over time, and the benefit cost ratio.

The study included the following chart that shows the economic impact of the technical assistance provided by MTAP to microenterprises.



A Project of The Cumberland Presbyterian Church and The Presbyterian Church (USA)



Table 4. Project VIDA Economic Impact: Most Impacted Sectors by Output

Sector Description	Total Employment	Total Labor Income	Total Output
Other support services	22.0	\$181,225.4	\$520,444.9
Retail - nonstore retailers	28.1	\$57,297.8	\$492,731.1
Other accommodations	45.0	\$235,151.3	\$442,819.6
All other industrial machinery manufacturing	18.0	\$43,487.9	\$288,020.5
Construction of other new nonresidential structures	15.0	\$81,196.3	\$273,722.9
Other real estate	3.7	\$23,675.5	\$182,161.6
Scientific research and development services	12.0	\$60,263.7	\$178,657.2
Individual and family services	8.2	\$100,589.8	\$141,473.5
Insurance agencies, brokerages, and related activities	1.4	\$24,441.5	\$128,949.6
Transit and ground passenger transportation	5.2	\$51,494.2	\$122,590.4

Source: Hunt Institute using IMPLAN.

MTAP has proven to be an effective support to the numerous micro-businesses in the City and County of El Paso. MTAP has developed an effective model of outreach to and engagement with microenterprise owners. Based on the community health worker/*promotora* model, which is described further below, MTAP staff gain trust and develop a relationship with microenterprise owners in order to introduce them to business literacy and skills based on the owner's readiness and needs of the business. Not only are microenterprises stabilized, but results demonstrate 1) improved business competence; 2) improvement in the financial situation of owners, employees, and their families; 3) entry into the mainstream economy; and 4) growth toward small business status – all of which help improve overall economic development in the El Paso area.

T1.2 - Success Indicator	Data Collection Method	FYE 2018/2019	FYE 2019/2020	FYE 2020/2021	TOTAL
Client seeking TA/Financing	Client files	614	1,085	618	2317
Clients Completing TA Program	Client files	160	237	137	534
New Business Starts	Client files	16	57	51	124
Successfully Obtained Microloan	Liftfund, People Fund, EPC	53	55	42 PPP	53
Grants	Recover Cares Program	0	0	212	212
Jobs Created/Retained	Client files	235	496	174	905



A Project of The Cumberland Presbyterian Church and The Presbyterian Church (USA)



Program data is collected from participant record files, and compiled in an Excel based data system which provides for confidentiality of personal and business information. MTAP tracks participants currently enrolled (new or existing businesses), program completion, finance application completed, loans awarded, jobs created or retained, and business revenue increased. Additional data is maintained in participant files. **(example of record included in this document as attachment)**

PROPOSED PROJECT

MTAP serves enterprising individuals who are ready to, have recently begun, or have established businesses, many times working out of their homes. The business owners identify a community need for a product or service that they can fulfill. Examples of this are persons who may start selling burritos out of their kitchen, people who start repairing/selling cars, and hairdressers. Many times, word-of-mouth grows their business, but the owners are not prepared to manage and expand their business. Many owners do not have the business knowledge, bookkeeping skills or an understanding of credit needed to grow their businesses, or they do not know how to start a business, what type of licenses, permits and registrations they need in order to establish their company. MTAP strengthens the knowledge and skills of business owners so that they are able to strengthen and expand their businesses.

MTAP's outreach staff members follow a community health worker, or *promotora*, approach. A Technical Assistance Specialist visits a community or visits small businesses and introduces him/herself to microenterprise owners. The Specialist begins with initial conversation to gain understanding of the business and then offers services to eligible participants based on the perceived needs of the business. Over time, the Specialist invites an owner to monthly meetings offered in Spanish and/or English, which provide information on business literacy topics as well as topics selected by owners. Monthly meetings also provide business-to-business networking that often results in new customers or suppliers for participants, and the opportunity to sell and promote their products and services in the event of Project Vida Market. Additional training is made available in both one-on-one sessions and topical seminars or workshops. Individualized technical assistance is the most time intensive component of the program, and not all business owners want or need that service. It typically occurs over many sessions and requires a significant time commitment by the participant. In the one-on-one sessions, the Specialist provides information about licenses, permit, name registration, ein importance, bookkeeping courses, and assists with the creation of business plan, financial forecast, marketing plan and advertising. There is no charge to participants for any service or component of MTAP.

The above approach is tailored to extremely low and low-income, primarily Spanish speaking, microenterprise owners served by MTAP. This seeks to mitigate the sense of isolation these owners often experience and to bridge cultural gaps inhibiting them from entering into relationships with more traditional business and financial organizations or institutions. Owners who have been unbanked, or unbankable, are shown ways to enter the formal economic system and to meet regulatory and tax requirements, without becoming overwhelmed by its complexity.



A Project of The Cumberland Presbyterian Church and The Presbyterian Church (USA)



Many microenterprise business owners borrow from business funds to meet family emergencies without a clear plan to recover from the resulting debt. Thus, they often lose non-family employees and suppliers when they are short of funds. Connecting owners to LiftFund, People Fund, El Paso Collaborative, credit unions, or banks and assisting them in the loan application process has helped many clients to obtain financing or lines of credit.

Monthly meeting themes are developed based on periodic surveys of owners enrolled in the program. Based on these surveys, the Economic Development Supervisor seeks volunteers and occasionally if they are funds pay for experts from the public and private sectors who can authoritatively address the chosen topics. Topics are published in advance and provided as part of outreach visits as well as communicated to businesses currently in the program. Monthly meeting topics selected by owners have included use of credit cards, taxes, saving, addressing bad checks, marketing techniques, and other issues of common concern.

Business financial literacy often begins with teaching basic accounting and cash flow principles using the Dome Book, a simplified manual ledger system. It is used as the entry point for businesses without the complexity or computer literacy necessary for computerized bookkeeping. The second step is a transition to computer-based bookkeeping using Dome Book software, which retains the simplicity and familiarity of the manual Dome Book yet moves the business to basic computer levels. The third step is the introduction of QuickBooks to those businesses prepared for a moderately complex and more powerful system.

The focus of all these activities is to provide business owners with the financial tools and controls to know where they are in “real time” and to avoid dependency on outside bookkeepers. MTAP staff members do not perform bookkeeping for clients but rather teach business owners bookkeeping skills, review their work periodically, and ensure that these entrepreneurs understand their own work. The Technical Assistant takes a personal interest in each business requiring assistance and continues contact for as long as the owner requests it.

MTAP provides the following technical assistance services based on interest and assessment of needs of program participants:

1. Monthly general business meetings
2. Marketing classes
3. Instruction on business start-up principles
4. Instruction on market analysis
5. Product development assistance
6. Assistance in obtaining licenses and permits
7. Basic accounting and recordkeeping (classes and individual assistance)
8. Business plan development
9. Assistance obtaining financing, as appropriate
10. Instruction on accessing and using credit
11. Packaging loan applications, as appropriate
12. Strategic planning assistance
13. Customer service and development of a sales strategy and program



A Project of The Cumberland Presbyterian Church and The Presbyterian Church (USA)



14. Use of technology in the workplace
15. Networking “*ferias*,” or business fairs
16. Project Vida Market event
17. Facebook Live Sessions

METHODOLOGY

Historically, the MTAP program has found that the best sources of referrals to the program are current or former clients. Traditional marketing methods such as mass media are minimally effective; because the persons that the program targets are often distrustful of government programs or are not reached by traditional media. Program staff members when calling on a business client will see other small businesses in the neighborhood and call on them to introduce MTAP. The program has built a reputation over the years among microenterprise owners which aids staff members in overcoming fears of new potential clients. Prospective clients are often isolated, reluctant to seek advice, and mistrustful of banks and public institutions. Many are also monolingual Spanish speakers.

While word-of-mouth referrals to MTAP are common, staff generally reaches out in LMI areas throughout the City of El Paso, Texas. Staff literally may knock on doors, introduce themselves and get to know the owner. Over time, they establish a relationship of trust with each potential client, and get to know the potential client’s business position and need for increased profitability. Establishing trust between the staff member and the potential client is key, as many LMI microenterprise owners are mistrusting of formal agencies and institutions, especially in the wider society.

If the client is interested in what MTAP offers and qualifies as LMI based on HUD guidelines, the staff member enrolls them in the program. Based on each client business’ individual needs, the array of services offered includes business-related consultation and counseling with start-up principles as needed; help with obtaining proper licenses and permits; business plan development; accounting training based on the client’s level of record-keeping and bookkeeping sophistication and readiness for advancement; market analysis and marketing, especially through digital platforms; product or service development; instruction on accessing and using credit; increased use of technology in the workplace; strategic planning; workshops and seminars presented by professionals with expertise in relevant business topics; networking business fairs and area meetings; and loan preparation and packaging when and as a client is ready to assume debt and loan repayment. Such clients are referred to local CDFIs including El Paso Collaborative for Community and Economic Development.



A Project of The Cumberland Presbyterian Church and The Presbyterian Church (USA)



T1.1 - Organizational Experience		# of Disadvantaged Microentrepreneurs Served		
Workshop/Seminar/Course/TA		FY2018/19	FY 2019/2020	FY 2020/2021
Technical Assistance and instruction provided individually or in small groups		177	308	137
Training on accounting software provided		160	237	137
Workshops and events participation		614	1085	588
Assistance with Business plans		159	237	137
Assistance with income taxes services (VITA program)		0	86	107
Total # of unduplicated Microentrepreneurs		614	1085	1580

Additionally, the significant history of the program, and results for microenterprise owners, has led to an excellent reputation in the community. Staff members are familiar with El Paso County neighborhoods and culture, understand challenges associated with microenterprises, and are provided with the tools and resources to become trusted advisors to microenterprise business owners and prospective owners. Additionally, all are fluent Spanish speakers. Besides the outreach, visits and word of mouth, we have close and strong relationships with our partners. For example, if any CDFI or credit union serves a client who did not meet their criteria, they refer this owner to us to create a plan and help him to become bankable.

Social media has been important these last years, and more with the COVID pandemic, for this reason, we do social media campaigns providing information about our services, events, workshops and transmit few of our interviews and training by Facebook.

T1.2 - Marketing Plan
Presentations at Chambers of Commerce, financial institutions, business associations, networking groups. At least 12 presentations will be made to groups during the program year.
Association newsletters, local newspapers, and radio stations occasionally cover events or the program.
LiftFund – Many business owners come to LiftFund for a loan and are referred to MTAP for technical assistance to prepare them
Partnerships with other associations, build relationships and key partnerships.
Mexican Consulate outreach programs and consular presence - refer individuals in need of business advice to MTAP for training with our Ventanilla de Asesoría Financiera
Build an online presence. Created social media campaigns, created digital and printing material, and shared information on our website.



A Project of The Cumberland Presbyterian Church and The Presbyterian Church (USA)



During the week, one staff will participate in our weekly meetings with the Ventanilla de Asesoría Financiera to do outreach, two staff will be doing outreach in the different areas of the City, and four days a week are generally focus in one-on-one TA's and other participations such as our networking and community fairs.

When we have the trust of the client who is interested in the program we create a specific program to be able to talk about the type of company she/he/they desires to open, registrations steps, the licenses and permits the person will need. After that we focus in the "idea" which guide us to the preparation of business plan, financial projections, and marketing plans. Our services go beyond of the previous explained, we also provided digital courses, computer literacy, we help businesses with the documents and filling for grants and loans; as well, we are partner with the IRS and assist with the EIN, ITIN and income taxes. And for last but not least, we organize networking, Vida Markets and specific trainings and workshops where we invite businesses to learn new abilities, obtain new skills and open their minds.

During a week, the MTAP staff will do an outreach of approximately 100 people, and in monthly basis enroll 16 microbusinesses. The hours of TA are based on the topics that they will focus, but the average of weekly hours invested in clients are 36 hours as minimum per staff.

T1.3 - Services to be Provided		Total Clients to be Served
One on one technical assistance, group events, workshops on basic accounting and recordkeeping, marketing, product development, market analysis and business startup, financing, and e-commerce.	At least 75% of microenterprises assisted will demonstrate an increased knowledge of business management as measured by increased post-test scores.	195
Technical Assistance in obtaining financing, business plan development, instruction on accessing and using credit, packaging loan applications.	At least 25% of microenterprises provided T.A. will increase their employment levels, with 30 new jobs. At least 80% of assisted microenterprises will retain employees as a direct result of the assistance, with 40 employees retained.	70
Networking, business fairs, opportunities to connect with other microenterprise owners.	50% of microenterprise owners will indicate that they have developed new business relationships as a result of participation.	260
Outreach	People that will now about the resources, MTAP services and grants available for small/micro businesses.	500
At Clients to be Served over Award's Project Period:		260



A Project of The Cumberland Presbyterian Church and The Presbyterian Church (USA)



IMPLEMENTATION AND EVALUATION

Based on our timeline and experience of the program and needs that clients have, we will follow up the following implementation and strategy.

T1.4- Implementation Internal Task or Process	Due Date	Performance Threshold (i.e. what defines success)
Preparation for program implementation, including training staff members, providing training on procedures, content. Begin expanding outreach activities to recruit new clients.	11/1/22	5.50 FTE key staff will be trained and prepared with all the promotional material, enrollment, forms and information.
Recruitment of microenterprise owners through presentations and outreach visits to business owners.	11/1/22-11/1/24	100 new participants will be recruited with a total of 260 businesses enrolled and 500 participants served during the program year.
Provide group training sessions monthly on topics such as business management and accounting. The program will continue throughout the year to existing clients supported by matching funds. Services begin for new participants when they enter the program.	11/01/22-10/29/24	At least 12 monthly group training sessions will be held on topics such as credit cards, taxes, addressing bad checks, and marketing techniques for existing and new clients.
Meetings and fairs are provided at least quarterly for business networking and support.	11/15/22-10/30/24	Provide at least 8 events for networking among participants during the year. November 15 th 2022 will be the VIDA MARKET which will be held in the Library Esperanza.
Individual technical assistance provided to participants in small groups or individually at businesses.	11/01/22-10/29/24	260 owners will receive technical assistance, including instruction on Dome Books or QuickBooks.
Maintain client data in Excel data system, compiled from individual client files.	11/01/22-10/29/24	Maintain a database compiling accurate data on participants.



A Project of The Cumberland Presbyterian Church and The Presbyterian Church (USA)



Computer and digital literacy	02/01/23-10/29/24	At least four workshops in digital and computer literacy will be held with a total participation of 30 small/micro businesses.
Evaluate output and outcome data.	11/10/2024	Qualitative and Quantitative data compiled and presented in a report.

MILESTONES

Our milestones are based on our record experience of work in the field. We will knock doors, visit businesses and participate in community events, business fairs, networking events and presentations.

We calculated the number of clients served based on the participation that we have obtained this last year, plus calculating the social media efforts that we will do to obtain more traffic and make our program known.

In order to enroll or be named as a business who completes the program the business owner has to obtain the TA, obtain their business plan, financial forecast, marketing plan and obtain their dome book for their business. Workshops and presentations are not mandatory, but they will be invited.

T1.5 - Milestones	Q1	Q2	Q3	Q4	Project timeline
Mandatory Milestones					
# of Non-Disadvantaged Entrepreneurs Counseled	30	40	60	25	155
# of Disadvantaged Entrepreneurs Counseled	40	60	75	85	260
Milestones from Your Technical Proposal					
# of microenterprise owners starting to utilize Dome Books or QuickBooks	40	60	75	85	260
# of microenterprise owners applying for financing	8	20	16	12	56
# of microenterprise owners retaining or creating jobs	10	15	20	25	70
# of microenterprises who received one-on one TA	40	60	75	85	260
# of microenterprise who were helped with their business plans	40	60	75	85	260
# of microenterprises who participate in business events and workshops	30	60	80	100	270
# of microenterprise owners completing services	40	60	75	85	260



A Project of The Cumberland Presbyterian Church and The Presbyterian Church (USA)



BUDGET

1) Organizational Chart

Project Vida was incorporated in 1990 and initially began providing services to low-income citizens of South Central El Paso from the back room of a small adobe house. In 2003, recognizing the diversity of services being provided, the Project Vida Health Center and Project Vida Community Development Corporation were established as separate but linked nonprofits. Project Vida provides administrative, accounting and staffing for the other two nonprofit entities. Combined, the three organizations serve about 6,000 low income families in some of the nation's most impoverished neighborhoods. There are seven main divisions or programs that support different community needs: economic development, housing, health care, health education, homelessness, early childhood education, and after-school enrichment. Thus, MTAP clients have access to a variety of other services that may be needed by their own family members, or their employee's families through the three linked nonprofits.

10) Key Personnel

T1.11 - Key Personnel Name	Position / Title	Years TA Experience	% of time to be spent on this project
Paloma Medina	Supervisor	4	25%
Erika Gardea	Technical Assistance Lead	3	25%
Ivanna Siller	Technical Assistance	3	30%
Mario Mendoza	Technical Assistance	16	100%
Angela Velazquez	Technical Assistance (new)	2	50
Martha Banos	Technical Assistance	4	30%

MTAP is supervised by Paloma Medina, Economic Development Supervisor, who has 4 years of experience in non-profit work and 2 years of experience working with microenterprises. She holds a Bachelor's Degree in Media Advertising with a Minor in Management from the University of Texas at El Paso, a Google Marketing Certification, VITA certification, a certification of Small Business Management sponsored by SBDC, EPCC AND SBA, and has 5 years of experience in Digital Marketing owning her own advertising agency.

Erika Gardea has a bachelor's degree in Human Resources from the University of Texas at El Paso, with 5 years of experience in accounting in the transportation industry, and 6 months supporting microenterprises in Project Vida. Erika has her own flower shop and just obtained her certification in Small Business Management sponsored by SBDC, EPCC, and SBA. Martha Banos is pursuing a bachelor's degree in Risk Management, has her own artsy business, currently



A Project of The Cumberland Presbyterian Church and The Presbyterian Church (USA)



obtained her certificate in Small Business Management sponsored by SBA, EPCC and SBDC, and has 4 years of experience helping small business owners. Ivanna Siller, is pursuing her bachelor's degree and education, she has her own microenterprise of jewelry, she has worked for others nonprofit organizations providing legal assistant and as kindergarten professor. Ivanna is in charge of our social media and computer literacy courses. Mario Mendoza has worked in the MTAP for 16 years and PV is his second home. His passion of helping the community providing TA and art lessons has giving him a list of 50 clients and many stories to share. Angela Velazquez is the recent hire that we believe that with her passion, experience in education will make an impact in our community. They understand the barriers and struggles that our city has gone through. And last, but not least, they own their own small business. Understanding the situation of each client that visits Project Vida goes through. Their lived experience and cultural backgrounds are extremely important to achieve our goals and build the trust and relationships with our clients. Each personal and professional background helps us to understand, support and succeed.

As can be seen from the above table existing staff members have significant experience providing the program and they bring significant business experience to program participants. All of them are bilingual, live in, love and know their community. All of them have significant knowledge of El Paso County and its low-income communities.

ARPA funding is a key resource that give us the opportunity to expand our services to areas of the City of El Paso that we have not be able to. Visit districts that we know that they are microenterprises, small business owners that needs the TA and assistance for grants/loans/capital opportunities. With this grant we will be able to hire a new member, contract experts in the business field that will help us to provide a quality of service and help more micro/small businesses to achieve their goals.

As our budget shows, this year PV obtained funding from SBA with Prime, Wellsfargo, GECU, Bank of America, El Paso Electric, United Way and PNC.

PV is committed to look for funding opportunities to sustain our program and to create new areas that we can keep innovating our curriculum. Looking always the needs of our microenterprises and the areas that we can support them.

MTAP-ARPA FUNDING	AMOUNTS
Funding requested	\$200,000
Program Cost	\$645,700
Admin fee	\$20,000
Admin fee %	10%

Admin fee can be pay by year. \$10,000 at the end of the first year and the other half at the end of the second year of the program.



A Project of The Cumberland Presbyterian Church and The Presbyterian Church (USA)



Demographics per Gender and Ethnicity

Total Number of Female: 168	
Age	Number of Persons per Age
18-24	7
25-34	16
35-44	37
45-54	63
55-64	36
65-100	9

Total Number of Male: 100	
Age	Number of Persons per Age
18-24	3
25-34	8
35-44	26
45-54	33
55-64	17
65-100	13

Ethnicity	Number of Clients
Hispanic	262
No Hispanic	6

Race	Number of Clients
White	264
Black/African American	1
Asian	2
American Indian/Alaskan Native	1
Native Hawaiian/Other Pacific Islander	0

Demographics per Family Size and Income

Family Size	No. of Clients
1	43
2	54
3	52
4	54
5	32
6	16
7	5
8	5
9	0
10	0

Income according to CD Contract Guidelines	Number of Clients
Extremely Low Income	131
Very Low Income	62
Low to Moderate Income	64
Non-Low/Moderate Income	4

Clients Disabled	Number of Clients
Yes	4
No	257

Female Headed Household Number of Clients	
Yes	101
No	160

Household Assistance	Number of Clients
Housing Authority (HUD) Section 8 Rent Subsidy	9
Supplementary Security Income (SSI)	10
Medicare or Medicaid	44
Food Stamps	30
No receiving benefits	214

Type of Business	Number of Clients
Corporation	14
Corporation S	1
General Partnership	10
Self-employed	2
LLC	37
Partnership	3
Proprietorship	13
Sole Proprietorship	173
Incorporated	7
Independent Contract	1

Household's total income	Number of Clients
\$0.00-\$12,800.00	94
\$12,801.00-\$14,600.00	14
\$14,601.00-\$16,450.00	16
\$16,451.00-\$18,250.00	11
\$18,251.00-\$19,750.00	3
\$19,751.00-\$21,200.00	8
\$21,201.00-\$21,350.00	0
\$21,351.00-\$22,650.00	5
\$22,651.00-\$24,100.00	9
\$24,101.00-\$24,400.00	1
\$24,401.00-\$27,450.00	16
\$27,451.00-\$30,450.00	20
\$30,451.00-\$32,900.00	7
\$32,901.00-\$34,100.00	4
\$34,101.00-\$35,350.00	6
\$35,351.00-\$37,800.00	5
\$37,801.00-\$39,000.00	1
\$39,001.00-\$40,200.00	5
\$40,201.00-\$43,850.00	5
\$43,851.00-\$48,700.00	14
\$48,701.00-\$52,600.00	9
\$52,601.00-\$56,500.00	2
\$56,501.00-\$60,400.00	3
\$60,401.00-\$64,300.00	3
\$64,301.00 and over.	0

Clients Business by City District	
City District	No. of Clients
1	14
2	37
3	27
4	14
5	23
6	25
7	35
8	43
Canutillo	2
Horizon	17
Sparks	1
Fabens	1
Clint	2
San Elizario	7
Anthony, NM	1
Montana Vista	1
Socorro	11

Clients Living In City District	
City District	No. of Clients
1	15
2	30
3	28
4	18
5	29
6	24
7	36
8	38
Horizon	16
San Elizario	8
Socorro	9
Canutillo	2
Fabens	1
Anthony, TX	0
Anthony	1
Sunland Park	0
Montana Vista	1
Sparks	1
Clint	4

(NAICS) Code	Industry Title	No. of Bus. Per Industry
11	Agriculture, Forestry, Fishing and Hunting.	0
21	Mining	0
22	Utilities	1
23	Construction	12
31	Manufacturing	17
32	Manufacturing	2
33	Manufacturing	5
35	Industrial And Commercial Machinery And Computer Equipment.	0
42	Wholesale Trade	11
44	Retail Trade	30
45	Retail Trade	21
48	Transportation and Warehousing	11
49	Transportation and Warehousing	1
51	Information	2
52	Finance and Insurance	4
53	Real Estate Rental and Leasing	6
54	Professional, Scientific, and Technical Services.	22
55	Management of Companies and Enterprises	1
56	Administrative and Support and Waste Management and Remediation	14
61	Educational Services	2
62	Health Care and Social Assistance	21

71	Arts, Entertainment, and Recreation	11
72	Accommodation and Food Services	36
81	Other Services (except Public Administration)	30
92	Public Administration	0

Businesses that were Re-enrolled in 2021-2022	43
Businesses that were enrolled as "New Clients" in 2021-2022	218
Number of Job Retains in 2021-2022	54
Number of Full Employees 2021-2022	50
Number of Part-Time Employees 2021-2022	5
Number of New Jobs in 2021-2022	326
Number of Full Employees 2021-2022	246
Number of Part-Time Employees 2021-2022	84

How did client know about Project Vida?		
New Clients	218	
Re-enrolled	43	

Did client applied for a Loan and Grant?	
Yes	90
No	171

Folders Per Tech Assesor	
Tech Assesor	Number of Folders
Martha Banos	31
Erika Gardea	54
Maria Elena Garza	24
Maria Huitron	48
Mario Mendoza	34
Tania Bustillos	55
Reynaldo Beanez	3
Tony Murillo	1
Samantha Siller	11

Folders Reported Per Month	
September 2021	31
October 2021	25
November 2021	21
December 2021	19
January 2022	21
February 2022	24
March 2022	22
April 2022	18
May 2022	18
June 2022	18
July 2022	25
August 2022	19
Total:	261

Folders Reported Per Month	
September 2021	31
October 2021	25
November 2021	21
December 2021	19
January 2022	21
February 2022	24
March 2022	22
April 2022	18
May 2022	18
June 2022	19
July 2022	
August 2022	
Total:	218

Re-enrolled	22
New Business	159
Number of Job	35
Full Time	
Part Time	
Number of New	232
Full Time	
Part Time	

Timestamp 7/8/2022 12:10:58	Tech Assessor Erika Gardea	Month July	MTAP Date Enrolled 7/6/2022
Is this a new business? Yes	Client's Name Judith Franco	Company's Name All Purpose Maids	Type of Business Sole Proprietorship
NAICS Code 561720	Type of Industry (According with NAICS code) 56 Administrative and Support and Waste Management and Remediation Services	Business Street Address 8857 Harding Way	Business -City or El Paso District El Paso District #7
Client's Home Street Address 8857 Harding Way	Business Zip Code 79907	Residence City or El Paso District El Paso District #7	Residence Zip Code 79907
Best Contact Phone Number 9152825746	E-Mail judithalmazan18@gmail.com	Gender Female	Age 35-44
How much is client annual income? \$25,000.00	According with HUD Income Limits, which is our client's Income Limit Category? Very Low Income	is client disabled? No	Ethnicity Hispanic
Race White	Is this a Female headed household? Yes	Family Size 3	is client receiving government subsidies? Food Stamps
Number of Job Retain- Part Time 0	Number of Job Retain - Full Time 0	Number of New Job - Part Time 0	Number of New Job- Full Time 1
How did client know about Project Vida MTAP Services? Referral	Did the Client apply for loan ? No, Yet	If client applied for a loan, please select the options that he/she used: EPC, Lift Fund	Did the Client apply for a grant? No
If yes, which grant did client apply for?	Is Client using social media? Facebook	Technical Assistance Survey (Please select in what areas your business needs assistance) Accounting, Business Bank Account, Business Plan, Advertising and Marketing Strategies, Loans and Grants, EIN Number	

Fiscal Year 2022-2023

Business Name:

Business is (select on Currently in Operation New, Still in Development) Type of Industry:

NAICS: _____ **Email Address:** _____ **Business Phone :** (_____) _____ **Type of**

Business: sole proprietorship () self-employment () LLC () Corporation () other: _____ **Business**

Address: _____

S _____
Client Name:

District

_____ **Client**

Address: _____ **Gender:** _____
Street City Zip Code District

<p>Male Ethnicity: Hispanic Female LGBTQ+</p>	<p>No Hispanic</p>	<p>Is the client a veteran or active military?</p>
<p>Is the client disabled? Yes No</p>	<p>Race: No White Black/African American Asian American Indian/Alaskan Native Native Hawaiian/Other Pacific</p>	<p>Islander Other Multi-Racial Veteran Active Military Not Applicable</p>
<p>Is this a Female Headed Household? Yes</p>		

Income: Please circle the amount which best describes your household's total income for the year. (This includes the combined income of all family members who live in the home, regardless of whether they contribute to household bills.)

0 - \$12,800	\$22,651- \$24,100	\$39,001- \$40,200
\$12,801 - \$14,600	\$24,101- \$24,400	\$40,201- \$43,850
\$14,601 - \$16,450	\$24,401- \$27,450	\$43,851- \$48,700
\$16,451 - \$18,250	\$27,451- \$30,450	\$48,701- \$52,600
\$18,251 - \$19,750	\$30,451- \$32,900	\$52,601- \$56,500
\$19,751 - \$21,200	\$32,901- \$34,100	\$56,501- \$60,400
\$21,201 - \$21,350	\$34,101- \$35,350	\$60,401- \$64,300
\$21,351 - \$22,650	\$35,351 - \$37,800	\$64,301 and over
	\$37,801- \$39,000	

Number of family members living in your household (please check one): _____ **Income (SSI) Food Stamps Income certification**

and signature on reverse side of form

1____ 2____ 3____ 4____ 5____ 6____ 7____ 8____
9____ 10____ Please circle any of the following
assistance your household currently receives:

For Agency Use Only

Housing Authority (HUD) Section 8 Rent Subsidy

Annual Income \$ _____

Medicare or Medicaid Supplementary Security

Date in process	Date acquired	Copy
		Registered business name county courthouse
		Texas Comptroller Sales Tax
		City License:
		Other
		Business Plan
		Financial Projections
		Social Media Courses

(Additional household information may be entered at margins)

I hereby certify that all information within this certification is true and correct to the best of my knowledge. I understand that I am applying for federal assistance intended to benefit only low- and moderate-income persons. I am aware that making a false statement to obtain benefits to which I am not entitled may subject me to both civil and criminal penalties, as well as forfeiture of my benefits. I authorize that information on this document be verified with the employers or other income sources later and authorize said employers or other sources to release this information.

client if over 18 or parent/legal guardian Date Signed _____ *Signature of*

Eligibility Information –Existing Microenterprise currently in Operation:

A “microenterprise” is a business having five or fewer employees, at least one of whom is the owner. Eligibility for the program includes the owner, Prospective owner, or 51% of the participants of the business qualifying under current HUD income guidelines for CDBG benefits.

Owner/Employee Name	Position/Job Title	Is this position at risk of being lost? Y/N	Income Level	Full Time/Part Time

ATTACHMENT “B”
BUDGET

Project Budget / Expense Summary

Agency Name **Project Vida** **Project Name:** MTAP

Line Item Expense Category			Budget Year 2022-2023	
			Total	Budget
Salaries			\$	141,250.56
Fringe benefits			\$	23,942.57
Contract services			\$	2,400.00
Rent				
Communications				
Utilities & occupancy expenses			\$	-
Equipment rental & maintenance			\$	-
Equipment purchases			\$	-
Mileage reimbursements			\$	5,000.00
Postage & shipping			\$	-
Printing & publications			\$	2,000.00
Supplies			\$	3,300.00
Local conferences & meetings			\$	-
Insurance			\$	-
Travel - long distance			\$	-
Other Expenses			\$	22,106.87
Total Project Expenses	\$	-	\$	-
			\$	200,000.00

ATTACHMENT “C”
INSURANCE CERTIFICATES / CERTIFICATIONS

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
6/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest CL El Paso 303 N. Oregon, Ste 310 El Paso, TX 79901 915 544-3111	CONTACT NAME: Tracy Rosales PHONE (A/C, No, Ext): 915-534-9468 FAX (A/C, No): E-MAIL ADDRESS: Tracy.Rosales@usi.com																					
INSURED Project Vida & PV Community Development 3607 Rivera Ave. El Paso, TX 79905	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Philadelphia Indemnity Insurance Co.</td><td>18058</td></tr> <tr> <td colspan="2">INSURER B : Texas Mutual Insurance Company</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Philadelphia Indemnity Insurance Co.		18058	INSURER B : Texas Mutual Insurance Company			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A : Philadelphia Indemnity Insurance Co.		18058																				
INSURER B : Texas Mutual Insurance Company																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK2393166	03/21/2022	03/21/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			PHPK2393166	03/21/2022	03/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001286934	04/26/2022	04/26/2023	PER STATUTE OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N		N / A				E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy(s) includes an additional insured endorsement that provides additional insured status to the Certificate holder only with regard to the to the above referenced.

3612-3616 Pera, 4875 Maxwell, 3531 Rivera. 30 Day NOC.

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso Public Facilities Compliance Monitor 300 N. Campbell El Paso, TX 79901	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT “D”
ADDITIONAL TERMS & CONDITIONS (ARPA)

The subrecipients must abide by the following, as may be updated and revised.

- A) **[Social Security Act Title VI Sections 602 and 603, Enacted March 11, 2021.](#)**
- B) **[Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#)**
- C) **[2022 State and Local Fiscal Recovery Fund Compliance Supplement](#)**
- D) **[Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions](#)**

In addition to the above requirements, subrecipients must comply with the [April 1, 2022 Final Rule for the Coronavirus State & Local Fiscal Recovery Funds](#). An overview of the federal agency requirements in the Final Rule is attached for ease of use of the subrecipients.



Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022



The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.



Contents

Introduction	4
Overview of the Program	6
Replacing Lost Public Sector Revenue	9
Responding to Public Health and Economic Impacts of COVID-19	12
Responding to the Public Health Emergency	14
Responding to Negative Economic Impacts	16
Assistance to Households	17
Assistance to Small Businesses	21
Assistance to Nonprofits	23
Aid to Impacted Industries	24
Public Sector Capacity	26
Public Safety, Public Health, and Human Services Staff	26
Government Employment and Rehiring Public Sector Staff	27
Effective Service Delivery	28
Capital Expenditures	30
Framework for Eligible Uses Beyond those Enumerated	32
Premium Pay	35
Water & Sewer Infrastructure	37
Broadband Infrastructure	39
Restrictions on Use	41
Program Administration	43



Introduction

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

EARLY PROGRAM IMPLEMENTATION

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used SLFRF funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides the features below.

Replacing Lost Public Sector Revenue

The final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

Public Health and Economic Impacts

In addition to programs and services, the final rule clarifies that recipients can use funds for capital expenditures that support an eligible COVID-19 public health or economic response. For example, recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with final rule requirements.



In addition, the final rule provides an expanded set of households and communities that are presumed to be “impacted” and “disproportionately impacted” by the pandemic, thereby allowing recipients to provide responses to a broad set of households and entities without requiring additional analysis. Further, the final rule provides a broader set of uses available for these communities as part of COVID-19 public health and economic response, including making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities.

Further, the final rule allows for a broader set of uses to restore and support government employment, including hiring above a recipient’s pre-pandemic baseline, providing funds to employees that experienced pay cuts or furloughs, avoiding layoffs, and providing retention incentives.

Premium Pay

The final rule delivers more streamlined options to provide premium pay, by broadening the share of eligible workers who can receive premium pay without a written justification while maintaining a focus on lower-income and frontline workers performing essential work.

Water, Sewer & Broadband Infrastructure

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

FINAL RULE EFFECTIVE DATE

The final rule takes effect on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect are in compliance with the SLFRF program.

However, recipients can choose to take advantage of the final rule’s flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*, which can be found on Treasury’s website, for more information on compliance with the interim final rule and the final rule.



Overview of the Program

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories. This Overview of the Final Rule addresses the four eligible use categories ordered from the broadest and most flexible to the most specific.

Recipients may use SLFRF funds to:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue loss due to the pandemic.
 - Recipients may determine their revenue loss by choosing between two options:
 - A standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program;
 - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.
 - Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.
- **Support the COVID-19 public health and economic response** by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector.
 - Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
 - To provide simple and clear eligible uses of funds, Treasury provides a list of enumerated uses that recipients can provide to households, populations, or classes (i.e., groups) that experienced pandemic impacts.
 - Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
 - Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
 - Each category includes assistance for "impacted" and "disproportionately impacted" classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
 - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

6



- Eligible uses for assistance to impacted households include aid for re-employment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many **more uses**.
- Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
- Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
- Recipients providing funds for enumerated uses to populations and groups that Treasury has presumed eligible are clearly operating consistently with the final rule. Recipients can also identify (1) other populations or groups, beyond those presumed eligible, that experienced pandemic impacts or disproportionate impacts and (2) other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.
- **Provide premium pay for eligible workers performing essential work**, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
 - Recipients may provide premium pay to eligible workers – generally those working in-person in key economic sectors – who are below a wage threshold or non-exempt from the Fair Labor Standards Act overtime provisions, or if the recipient submits justification that the premium pay is responsive to workers performing essential work.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.
 - Recipients may fund a broad range of water and sewer projects, including those eligible under the EPA's Clean Water State Revolving Fund, EPA's Drinking Water State Revolving Fund, and certain additional projects, including a wide set of lead remediation, stormwater infrastructure, and aid for private wells and septic units.
 - Recipients may fund high-speed broadband infrastructure in areas of need that the recipient identifies, such as areas without access to adequate speeds, affordable options, or where connections are inconsistent or unreliable; completed projects must participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

- **For states and territories:** No offsets of a reduction in net tax revenue resulting from a change in state or territory law.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



- **For all recipients except for Tribal governments:** No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- **For all recipients:** No payments for debt service and replenishments of rainy day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026. This time period, during which recipients can expend SLFRF funds, is the “period of performance.”

In addition to SLFRF, the American Rescue Plan includes other sources of funding for state and local governments, including the [Coronavirus Capital Projects Fund](#) to fund critical capital investments including broadband infrastructure; the [Homeowner Assistance Fund](#) to provide relief for our country’s most vulnerable homeowners; the [Emergency Rental Assistance Program](#) to assist households that are unable to pay rent or utilities; and the [State Small Business Credit Initiative](#) to fund small business credit expansion initiatives. Eligible recipients are encouraged to visit the Treasury website for more information.



Replacing Lost Public Sector Revenue

The Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency. Specifically, SLFRF funding may be used to pay for “government services” in an amount equal to the revenue loss experienced by the recipient due to the COVID-19 public health emergency.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements.

In order to use funds under government services, recipients should first determine revenue loss. They may, then, spend up to that amount on general government services.

DETERMINING REVENUE LOSS

Recipients have two options for how to determine their amount of revenue loss. Recipients must choose one of the two options and cannot switch between these approaches after an election is made.

1. Recipients may elect a “standard allowance” of \$10 million to spend on government services through the period of performance.

Under this option, which is newly offered in the final rule Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund “government services.” The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF’s smallest recipients.

All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula below, including those with total allocations of \$10 million or less. Electing the standard allowance does not increase or decrease a recipient’s total allocation.

2. Recipients may calculate their actual revenue loss according to the formula articulated in the final rule.

Under this option, recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. Treasury has also provided several adjustments to the definition of general revenue in the final rule.

To calculate revenue loss at each of these dates, recipients must follow a four-step process:

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

9



- a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year revenue*.
- b. Estimate *counterfactual revenue*, which is equal to the following formula, where *n* is the number of months elapsed since the end of the base year to the calculation date:

$$\text{base year revenue} \times (1 + \text{growth adjustment})^{\frac{n}{12}}$$

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient’s average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

- c. Identify *actual revenue*, which equals revenues collected over the twelve months immediately preceding the calculation date.

Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added or subtracted to the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022.

Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.

- d. Revenue loss for the calculation date is equal to *counterfactual revenue* minus *actual revenue* (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss on for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section.



SPENDING ON GOVERNMENT SERVICES

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include *any service traditionally provided by a government***, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
- ✓ Road building and maintenance, and other infrastructure
- ✓ Health services
- ✓ General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- ✓ Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.



Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- public health,
- assistance to households,
- assistance to small businesses,
- assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.¹

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or “classes” of beneficiaries that experienced pandemic impacts and provide services to those classes.

¹ However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	<ul style="list-style-type: none"> Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class
Simplifying Presumptions	<ul style="list-style-type: none"> Final Rule presumes certain populations and classes are impacted and disproportionately impacted 	<ul style="list-style-type: none"> Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.² Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on “Framework for Eligible Uses Beyond Those Enumerated.”

² For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between “beneficiaries” and “sub-recipients.” Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

**RESPONDING TO THE PUBLIC HEALTH EMERGENCY**

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:
 - ✓ Vaccination programs, including vaccine incentives and vaccine sites
 - ✓ Testing programs, equipment and sites
 - ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
 - ✓ Public communication efforts
 - ✓ Public health data systems
 - ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances
 - ✓ Medical and PPE/protective supplies
 - ✓ Support for isolation or quarantine
 - ✓ Ventilation system installation and improvement
 - ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety
 - ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
 - ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
 - ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
 - ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity
 - ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
 - ✓ Public telemedicine capabilities for COVID-19 related treatment



- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
 - ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
 - ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
 - ✓ Emergency medical response expenses
 - ✓ Treatment of long-term symptoms or effects of COVID-19

- **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services.** Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:
 - ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
 - ✓ Enhanced behavioral health services in schools
 - ✓ Services for pregnant women or infants born with neonatal abstinence syndrome
 - ✓ Support for equitable access to reduce disparities in access to high-quality treatment
 - ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
 - ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
 - ✓ Behavioral health facilities & equipment

- **Preventing and responding to violence.** Recognizing that violence – and especially gun violence – has increased in some communities due to the pandemic, recipients may use funds to respond in these communities through:
 - ✓ Referrals to trauma recovery services for victims of crime
 - ✓ Community violence intervention programs, including:
 - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
 - ✓ In communities experiencing increased gun violence due to the pandemic:
 - Law enforcement officers focused on advancing community policing
 - Enforcement efforts to reduce gun violence, including prosecution
 - Technology & equipment to support law enforcement response

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, **much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis** and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as “impacted” households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as “disproportionately impacted” households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were “impacted” and “disproportionately impacted” by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.

However, note that the final rule maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction’s business climate – would generally not be eligible under this eligible use category.

**Assistance to Households*****Impacted Households and Communities***

Treasury presumes the following households and communities are impacted by the pandemic:

- ✓ Low- or moderate income households or communities
- ✓ Households that experienced unemployment
- ✓ Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- ✓ *When providing affordable housing programs:* households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ *When providing services to address lost instructional time in K-12 schools:* any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible.

Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$65,880 per year.³ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury's standards.

³ For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$75,780 per year.



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- ✓ Food assistance (e.g., child nutrition programs, including school meals) & food banks
- ✓ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- ✓ Health insurance coverage expansion
- ✓ Benefits for surviving family members of individuals who have died from COVID-19
- ✓ Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly-employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- ✓ Financial services for the unbanked and underbanked
- ✓ Burials, home repair & home weatherization
- ✓ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- ✓ Cash assistance
- ✓ Paid sick, medical, and family leave programs
- ✓ Assistance in accessing and applying for public benefits or services
- ✓ Childcare and early learning services, home visiting programs, services for child welfare-involved families and foster youth & childcare facilities
- ✓ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- ✓ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund⁴

⁴ Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

***Disproportionately Impacted Households and Communities***

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low-income households and communities
- ✓ Households residing in Qualified Census Tracts
- ✓ Households that qualify for certain federal benefits⁵
- ✓ Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$40,626 per year.⁶ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

⁵ These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

⁶ For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$46,731 per year



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- ✓ Pay for community health workers to help households access health & social services
- ✓ Remediation of lead paint or other lead hazards
- ✓ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- ✓ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- ✓ Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing⁷
- ✓ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- ✓ Schools and other educational equipment & facilities
- ✓ Responses available to respond to impacts of the pandemic on households and communities (including those listed on page 18)

⁷ Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury's presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.



Assistance to Small Businesses

Small businesses have faced widespread challenges due to the pandemic, including periods of **shutdown, declines in revenue, or increased costs**. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic's effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:

1. Have no more than 500 employees, or if applicable, the size standard in number of employees [established](#) by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and
2. Are a small business concern as defined in section 3 of the Small Business Act⁸ (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

Impacted Small Businesses

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- | | |
|---------------------------------------|--|
| ✓ Decreased revenue or gross receipts | ✓ Capacity to weather financial hardship |
| ✓ Financial insecurity | ✓ Challenges covering payroll, rent or mortgage, and other operating costs |
| ✓ Increased costs | |

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- | | |
|---|--|
| ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs | ✓ Technical assistance, counseling, or other services to support business planning |
|---|--|

Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

⁸ 15 U.S.C. 632.



U.S. DEPARTMENT OF THE TREASURY

- ✓ Small businesses operating in Qualified Census Tracts
- ✓ **Small businesses operated by Tribal governments or on Tribal lands**
- ✓ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- ✓ Rehabilitation of commercial properties, storefront improvements & façade improvements
- ✓ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- ✓ Support for microbusinesses, including financial, childcare, and transportation costs



Assistance to Nonprofits

Nonprofits have faced significant challenges due to the pandemic's increased demand for services and **changing operational needs, as well as declines in revenue sources such as donations and fees.**

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

Impacted Nonprofits

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- ✓ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Disproportionately Impacted Nonprofits

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- ✓ Nonprofits operating in Qualified Census Tracts
- ✓ Nonprofits operated by Tribal governments or on Tribal lands
- ✓ Nonprofits operating in the U.S. territories

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.



Aid to Impacted Industries

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

1. Designating an impacted industry. There are two main ways an industry can be designated as “impacted.”

1. If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.
2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:
 - a. The industry experienced at least 8 percent employment loss from pre-pandemic levels,⁹ or
 - b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. Providing eligible aid to the impacted industry. Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

⁹ Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

Treasury recognizes the enumerated projects below as eligible responses to impacted industries.

- ✓ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- ✓ Technical assistance, counseling, or other services to support business planning
- ✓ COVID-19 mitigation and infection prevention measures (see section Public Health)

As with all eligible uses, recipients may pursue a project not listed above by undergoing the steps outlined in the section Framework for Eligible Uses Beyond Those Enumerated.

**PUBLIC SECTOR CAPACITY**

Recipients may use SLFRF funding to restore and bolster public sector capacity, which supports government's ability to deliver critical COVID-19 services. There are three main categories of eligible uses to bolster public sector capacity and workforce: Public Safety, Public Health, and Human Services Staff; Government Employment and Rehiring Public Sector Staff; and Effective Service Delivery.

Public Safety, Public Health, and Human Services Staff

SLFRF funding may be used for payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee's time spent responding to COVID-19. Recipients should follow the steps below.

1. Identify eligible public safety, public health, and human services staff. Public safety staff include:

- ✓ Police officers (including state police officers)
- ✓ Sheriffs and deputy sheriffs
- ✓ Firefighters
- ✓ Emergency medical responders
- ✓ Correctional and detention officers
- ✓ Dispatchers and supervisor personnel that directly support public safety staff

Public health staff include:

- ✓ Employees involved in providing medical and other physical or mental health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions
- ✓ Laboratory technicians, medical examiners, morgue staff, and other support services essential for patient care
- ✓ Employees of public health departments directly engaged in public health matters and related supervisory personnel

Human services staff include:

- ✓ Employees providing or administering social services and public benefits
- ✓ Child, elder, or family care employees
- ✓ Child welfare services employees

2. Assess portion of time spent on COVID-19 response for eligible staff.

Recipients can use a variety of methods to assess the share of an employees' time spent responding to COVID-19, including using reasonable estimates—such as estimating the share of time based on discussions with staff and applying that share to all employees in that position.

For administrative convenience, recipients can consider public health and safety employees entirely devoted to responding to COVID-19 (and their payroll and benefits fully covered by SLFRF) if the

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

26



employee, or his or her operating unit or division, is “primarily dedicated” to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division’s time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

3. **Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response.** SLFRF funding may be used for payroll and covered benefits for the portion of the employees’ time spent on COVID-19 response, as calculated above, through the period of performance.

Government Employment and Rehiring Public Sector Staff

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- **Restoring pre-pandemic employment.** Recipients have two options to restore pre-pandemic employment, depending on the recipient’s needs.
 - *If the recipient simply wants to hire back employees for pre-pandemic positions:* Recipients may use SLFRF funds to hire employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF funds to cover payroll and covered benefits for such positions through the period of performance.
 - *If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions:* Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:
 - a. Identify the recipient’s budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
 - b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre-pandemic baseline*.
 - c. Identify the recipient’s budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the *actual number of FTEs*.
 - d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- **Supporting and retaining public sector workers.** Recipients can also use funds in other ways that support the public sector workforce.¹⁰ These include:
 - **Providing additional funding for employees who experienced pay reductions or were furloughed** since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
 - **Maintaining current compensation levels to prevent layoffs.** SLFRF funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
 - **Providing worker retention incentives, including reasonable increases in compensation** to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- **Covering administrative costs associated with administering the hiring, support, and retention programs above.**

Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

- **Supporting program evaluation, data, and outreach through:**

¹⁰ Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

- ✓ Program evaluation and evidence resources
 - ✓ Data analysis resources to gather, assess, share, and use data
 - ✓ Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
 - ✓ Community outreach and engagement activities
 - ✓ Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support
- **Addressing administrative needs, including:**
 - ✓ Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
 - ✓ Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)

**CAPITAL EXPENDITURES**

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable sub-category of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no pre-approval is required for capital expenditures.

To guide recipients' analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

A Written Justification includes:

- *Description of the harm or need to be addressed.* Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

30



- *Explanation of why a capital expenditure is appropriate.* For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- *Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.* Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

- | | |
|---|---|
| ✗ Construction of new correctional facilities as a response to an increase in rate of crime | ✗ Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries |
| ✗ Construction of new congregate facilities to decrease spread of COVID-19 in the facility | |

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

**FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED**

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	<ul style="list-style-type: none"> Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class

1. Identify a COVID-19 public health or negative economic impact on an individual or a class.

Recipients should identify an individual or class that is “impacted” or “disproportionately impacted” by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- “Impacted” entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.
- “Disproportionately impacted” entities are those that experienced disproportionate public health or economic outcomes from the pandemic; Treasury recognizes that pre-existing disparities, in many cases, amplified the impacts of the pandemic, causing more severe impacts in underserved communities. For example, a household living in a neighborhood with limited access to medical care and healthy foods may have faced health disparities before the pandemic, like a higher rate of chronic health conditions, that contributed to more severe health outcomes during the COVID-19 pandemic.

The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

Recipients also have broad flexibility to identify a “class” – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

32



first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Recipients should keep the following considerations in mind when designating a class:

- **There should be a relationship between the definition of the class and the proposed response.** Larger and less-specific classes are less likely to have experienced similar harms, which may make it more difficult to design a response that appropriately responds to those harms.
- **Classes may be determined on a population basis or on a geographic basis,** and the response should be appropriately matched. For example, a response might be designed to provide childcare to single parents, regardless of which neighborhood they live in, or a response might provide a park to improve the health of a disproportionately impacted neighborhood.
- **Recipients may designate classes that experienced disproportionate impact,** by assessing the impacts of the pandemic and finding that some populations experienced meaningfully more severe impacts than the general public. To determine these disproportionate impacts, recipients:
 - May designate classes based on academic research or government research publications (such as the citations provided in the supplementary information in the final rule), through analysis of their own data, or through analysis of other existing data sources.
 - May also consider qualitative research and sources to augment their analysis, or when quantitative data is not readily available. Such sources might include resident interviews or feedback from relevant state and local agencies, such as public health departments or social services departments.
 - Should consider the quality of the research, data, and applicability of analysis to their determination in all cases.
- **Some of the enumerated uses may also be appropriate responses to the impacts experienced by other classes of beneficiaries.** It is permissible for recipients to provide these services to other classes, so long as the recipient determines that the response is also appropriate for those groups.
- **Recipients may designate a class based on income level, including at levels higher than the final rule definition of "low- and moderate-income."** For example, a recipient may identify that households in their community with incomes above the final rule threshold for low-income nevertheless experienced disproportionate impacts from the pandemic and provide responsive services.

2. **Design a response that addresses or responds to the impact.** Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

33



the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

“Reasonably proportional” refers to the scale of the response compared to the scale of the harm, as well as the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide a very small amount of aid to a group that experienced severe harm and a much larger amount to a group that experienced relatively little harm. Recipients should consider relevant factors about the harm identified and the response to evaluate whether the response is reasonably proportional. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response.

For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic, such as disproportionate gaps in access to health care or pre-existing disparities in educational outcomes that have been exacerbated by the pandemic.



Premium Pay

The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed \$25,000 for any single worker during the program.

Recipients should undergo the following steps to provide premium pay to eligible workers.

- 1. Identify an “eligible” worker.** Eligible workers include workers “needed to maintain continuity of operations of essential critical infrastructure sectors.” These sectors and occupations are eligible:

- | | |
|--|---|
| ✓ Health care | ✓ State, local, or Tribal government workforce |
| ✓ Emergency response | ✓ Workers providing vital services to Tribes |
| ✓ Sanitation, disinfection & cleaning | ✓ Educational, school nutrition, and other work required to operate a school facility |
| ✓ Maintenance | ✓ Laundry |
| ✓ Grocery stores, restaurants, food production, and food delivery | ✓ Elections |
| ✓ Pharmacy | ✓ Solid waste or hazardous materials management, response, and cleanup |
| ✓ Biomedical research | ✓ Work requiring physical interaction with patients |
| ✓ Behavioral health | ✓ Dental care |
| ✓ Medical testing and diagnostics | ✓ Transportation and warehousing |
| ✓ Home and community-based health care or assistance with activities of daily living | ✓ Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment |
| ✓ Family or child care | |
| ✓ Social services | |
| ✓ Public health | |
| ✓ Mortuary | |
| ✓ Critical clinical research, development, and testing necessary for COVID-19 response | |

Beyond this list, the chief executive (or equivalent) of a recipient government may designate additional non-public sectors as critical so long as doing so is necessary to protecting the health and wellbeing of the residents of such jurisdictions.

- 2. Verify that the eligible worker performs “essential work,”** meaning work that:

- Is not performed while teleworking from a residence; and
- Involves either:
 - a. regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
 - b. regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

35



3. Confirm that the premium pay “responds to” workers performing essential work during the COVID-19 public health emergency. Under the final rule, which broadened the share of eligible workers who can receive premium pay without a written justification, recipients may meet this requirement in one of three ways:

- Eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics’ [Occupational Employment and Wage Statistics](#), whichever is higher, on an annual basis; or
- Eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions; or
- If a worker does not meet either of the above requirements, the recipient must submit written justification to Treasury detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency. This may include a description of the essential worker’s duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive. Treasury anticipates that recipients will easily be able to satisfy the justification requirement for front-line workers, like nurses and hospital staff.

Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers. Premium pay must be paid in addition to wages already received and may be paid retrospectively. A recipient may not use SLFRF to merely reimburse itself for premium pay or hazard pay already received by the worker, and premium pay may not be paid to volunteers.



Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the [CWSRF](#) for a full list of eligibilities.

PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the [DWSRF](#) for a full list of eligibilities.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

37

**ADDITIONAL ELIGIBLE PROJECTS**

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs — beyond the CWSRF and DWSRF, if they are found to be “necessary” according to the definition provided in the final rule and outlined below.

- ✓ Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- ✓ Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- ✓ Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A “necessary” investment in infrastructure must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

38



Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

1. **Identify an eligible area for investment.** Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:
 - ✓ Lack of access to a reliable high-speed broadband connection
 - ✓ Lack of affordable broadband
 - ✓ Lack of reliable service

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. **Design project to meet high-speed technical standards.** Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.



3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:
 - ✓ Participate in the FCC's Affordable Connectivity Program (ACP)
 - ✓ Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent.** If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- **No recipients except Tribal governments may use this funding to make a deposit to a pension fund.** Treasury defines a “deposit” as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:

<ul style="list-style-type: none"> ✗ Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient’s regular timing for making the payment 	<ul style="list-style-type: none"> ✗ Occur at the regular time for pension contributions but is larger than a regular payment would have been
--	--

ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- **No debt service or replenishing financial reserves.** Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- **No satisfaction of settlements and judgments.** Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are an eligible use of SLFRF funds, SLFRF may be used for those costs.
- **Additional general restrictions.** SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).



Program Administration

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

TRANSFERS

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

LOANS

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

ADMINISTRATIVE EXPENSES

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's [Compliance and Reporting Guidance](#). Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

43



REPORTING, COMPLIANCE & RECOUPMENT

Recipients are required to comply with Treasury's [Compliance and Reporting Guidance](#), which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

REVISIONS TO THE OVERVIEW OF THE FINAL RULE:

- January 18, 2022 (p. 4, p. 16): Clarification that the revenue loss standard allowance is “up to” \$10 million under the Replacing Lost Public Sector Revenue eligible use category; addition of further information on the eligibility of general infrastructure, general economic development, and worker development projects under the Public Health and Negative Economic Impacts eligible use category.
- March 17, 2022 (p. 18): Specified that provision of child nutrition programs is available to respond to impacts of the pandemic on households and communities.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

44



ARPA Small Business Response + Recovery

Economic & International Department

Goal 1. Create an environment conducive to strong,
sustainable economic development



Request

Authorize the City Manager to execute a Subrecipient Agreement by and between the **CITY OF EL PASO** and



1. **Better Business Bureau** providing **\$1,435,522** to BBB to administer American Rescue Plan Act ("ARPA") funds to continue the EPBusinessStrong and *Buy El Paso* Program and to implement the El Paso Small Business Rewards Program.



2. **Project Vida** providing **\$200,000** to hire staff to conduct outreach and technical assistance. They will assist businesses submit applications for cash grant opportunities. Their Microenterprise Technical Assistance Program (MTAP) assists underrepresented businesses.



3. **LiftFund** providing **\$2,500,000** to LiftFund to administer American Rescue Plan Act (ARPA) funds to institute the City of El Paso Small Business Grant & Interest Buy-Down Program to entities affected by the COVID-19 pandemic.

CARES Emergency Relief

Federal Funds	
Small Business Financial Assistance	\$ 17,334,000
Small Business Financial, Legal, Technical Assistance	\$400,000
Business Resource Clearinghouse	\$156,000
Business Safety Alteration Financial Assistance	\$1,990,000
Safety Product Access + Supply Chain	\$400,000
Contact Tracing + Work Safe Assistance + Training	\$100,000
Downtown Sanitation Program	\$113,000
Downtown Outdoor Dining	\$80,000
E-Commerce Platform Development + Technical Assistance	\$450,000
E-Commerce + Digital Platform Training	\$100,000
“Buy Local” Marketing Initiative	\$577,000
Childcare Assistance	\$50,000
Total	\$21,750,000

City Funds	
Small Business Recovery Program	\$ 3,000,000
Total	\$ 3,000,000

\$24,750,000
Total Economic Support

1,566 Grants



CARES Act Funding Impact



Technical Assistance

- E-commerce platforms developed for **130** businesses
- **1,040** businesses trained through one-on-one counseling or webinars
- Cash Grants, retained **1,379** jobs



Health

- **1,276** business visits by Task Force distributing PPE
- **155** businesses aided with "work safer" protocols
- **17** businesses engaged to support PPE supply chain
- **500** COVID-19 Business safety kits distributed
- **1,276** Education Task Force visits



Safety

- **80** businesses received installation of temperature kiosks and/or barriers
- Disinfected **61,000** public assets within downtown
- **19** handwashing stations installed and maintained, and
- **4,700** patrons utilized downtown Outdoor Dining Area maintained by DMD



Marketing

- Established EPBusinessStrong resource clearinghouse & Buy El Paso Program
- Buy El Paso Program: Generated **93,600** page views from **58,600** users

Economic Response + Recovery:

American Rescue Plan Act (ARPA)

Funds Allocation

\$14,000,000

\$6.2

Access to Capital +
Workforce Needs

\$4.8M

Strengthen the
Entrepreneurial Support
Ecosystem

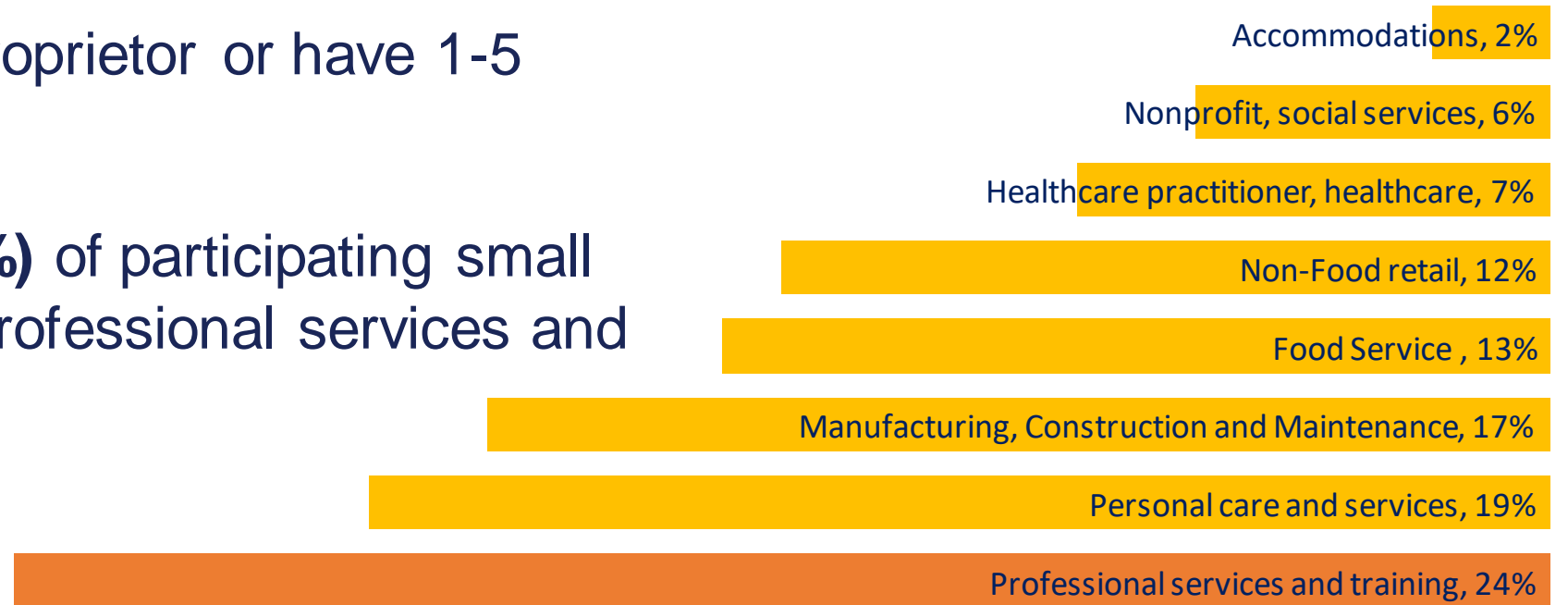
\$3.0M

Support Strong
Partnerships to Optimize
Economic Growth

Small Business Profile

- **121 Responses** from **13** roundtables/townhall meetings and online outreach from March to July 2022.
- **65%** are either sole-proprietor or have 1-5 employees
- Nearly a **quarter (24%)** of participating small businesses, provide professional services and training

Type of Business



Small Business Response

Which topics or tools are you most interested in developing or strengthening for your business?

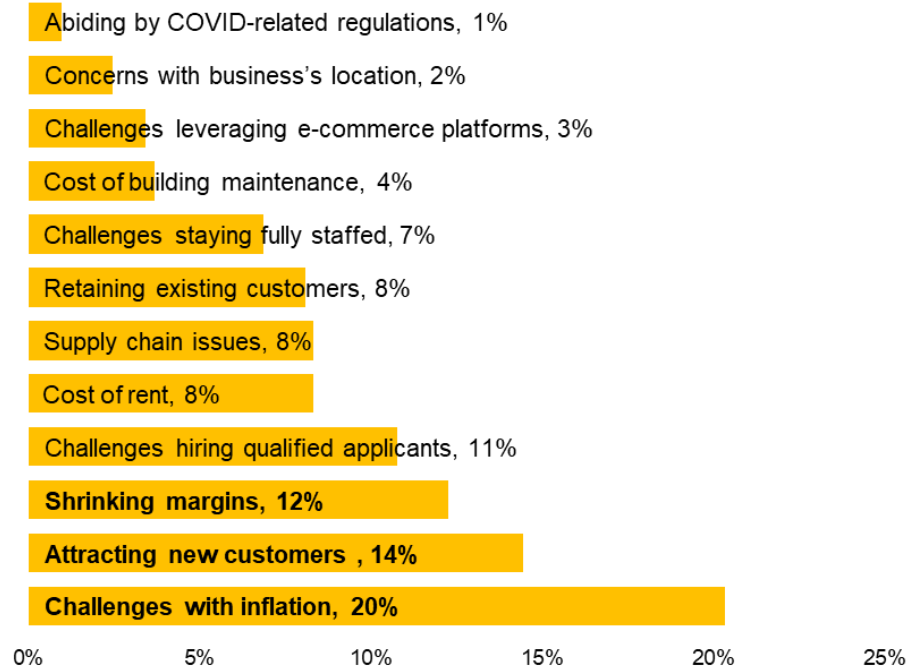


What types of support would you like to see offered that would help your business thrive?



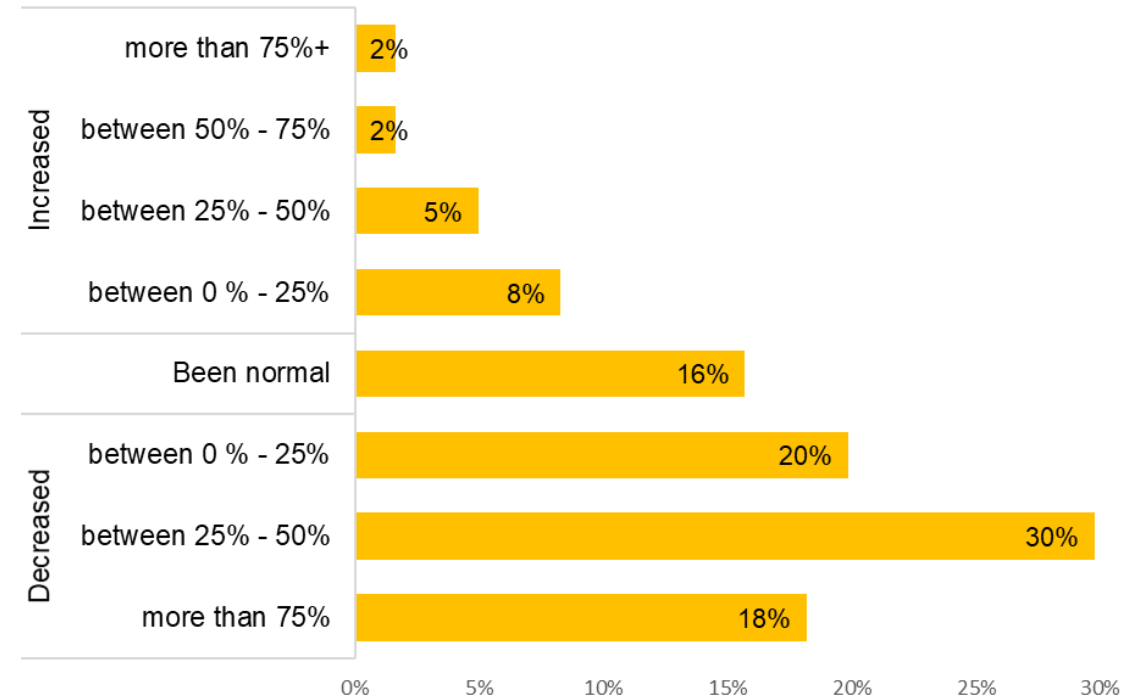
Small Business Response

Thinking of the next six months,
how serious are the following
concerns for your business?*



*Respondents selected the top three

How has your business revenue changed
since COVID-19 became a widespread
concern in early March 2020?



Access to Capital + Workforce Needs

1 Small Business Financial Assistance:

LiftFund: \$2,500,000

2 Financial Literacy + Technical Assistance + Community Outreach:

Project Vida: \$200,000

Strengthen Entrepreneurial Support Ecosystem

3 Marketing Campaign Partnerships:

Better Business Bureau: 1,435,522

What's in a Name?

The logo for LiftFund, with "Lift" in blue and green and "Fund" in grey.

DREAM IT. FUND IT.

The word LIFT has an inspirational meaning which is why it is often used, services are different.

The logo for sunmetro LIFT, featuring a green circle with "sunmetro" in white and blue, and "LIFT" in blue below it.The logo for lyft, in a stylized pink font.

It means to raise, rise, elevate, pick up, boost, and uplift.

Small Business Grant & Interest Buy-Down Program

Cash grants

- Up to **\$10,000** to eligible small businesses for working capital
- Businesses making \$1M or less in annual gross revenue
- Eligible businesses that did not receive CARES Act funding will be prioritized for grant funding under this program
- Approximately **215** businesses will receive funds

Buy-down interest rate

- Interest buy-down to **5%**
- Loans up to \$100,000



Budget	
Grants	\$2,150,000
Interest Buy-down	\$100,000
Administration Fee 10%	\$250,000
	\$2,500,000



Microenterprise Technical Assistance Program

MTAP

Addresses outreach and technical assistance encouraging stabilization and growth of microenterprise businesses:

- Project Vida will utilize a “**promotora**” (community health worker) model to conduct outreach and build relationships with microentrepreneurs in El Paso.
- Prioritizing outreach to businesses that did not receive CARES Act funding to assist with grant applications in all City Council Districts
- Primary focus of recruitment for the program: self-employed and business owners with less than four employees
- Program will serve over **260 microentrepreneurs**



Budget	
Program Cost	\$180,000
Administration Fee 10%	\$20,000
	\$200,000

EPBusinessStrong, Buy El Paso & SizeUp

- **EPBusinessStrong** designed, created and launched during August 2020, a digital, centralized source of information to help connect small business owners with credible financial resource opportunities.
- **Buy El Paso Program** began in August 2020 as a pandemic response campaign to help local businesses. Program is focused on increasing support for local small businesses by encouraging the community to shop locally.
- **SizeUp El Paso** business intelligence tool, provides market research data for small businesses.



Budget	
Program Cost	\$1,299,122
Administration Fee 9.5%	\$136,400
	\$1,435,522

Made in El Paso

- Video & blog series, supports small businesses by featuring local businesses that make unique items.
- **24 business** received marketing and publicity free of charge, through this initiative.

Success Stories

- Highlighted local businesses through video.
- Captured how businesses, and its owners survived and navigated the pandemic utilizing resources shared on the website.
- Series concluded *July 2022*.
- Website pivoted from pandemic response tool to premier business resource digital center.

BBB Tips

- Launched in *August 2022*
- Video series, answer common questions business owners may have.
- Topics: Why become BBB Accredited?, Why have a business website?, What is a Community Development Financial Institution (CDFI)?

Buy El Paso Day

- All-day event, first Saturday of December.

Buy El Paso Shirt Campaign

- Local artists were recruited to design t-shirts depicting what they perceived the "Buy El Paso" initiative means. Each month featured a unique design by a different artist.
- Over **500 t-shirts** were designed by **15 local artists**, distributed to **33 local businesses**

Buy El Paso Adventures

- Monthly video & written blog, explores local businesses & highlights products.
- **67 businesses** have been featured in the program.

Holiday Gift Guide

- Businesses were encouraged to submit a product they wanted featured.
- Gift guide included: business' information, picture & product description.
- **17,000 gift guides** distributed through El Paso Inc & El Paso Times
- **Over 500 businesses** were listed or featured.

Website Analytics

EP Business Strong

- 57,670 Users
- 75,206 Sessions
- 126,928 Page Views

Buy El Paso

- 63,433 Users
- 74,846 Sessions
- 103,535 Page Views

When you Buy El Paso
...You ♥ El Paso

El Paso Small Business Reward Program

- Program will serve as a catalyst to help revitalize local businesses by offering a marketing incentive tool to drive customer behavior.
- Technology Driven solution rewards incentive / Movement tracking technology (QR Code)
- Providing business owners behavioral and predictive analytics to support operational decisions.
- Provide real-time economic and consumer movement data, including consumer habits.
- Program will serve a minimum of **500 small businesses**.



Customer QR Code rewards program process



Request

Authorize the City Manager to execute a Subrecipient Agreement by and between the **CITY OF EL PASO** and



1. **Better Business Bureau** providing **\$1,435,522** to BBB to administer American Rescue Plan Act ("ARPA") funds to continue the EPBusinessStrong and *Buy El Paso* Program and to implement the El Paso Small Business Rewards Program.
2. **Project Vida** providing **\$200,000** to hire staff to conduct outreach and technical assistance. They will assist businesses submit applications for cash grant opportunities. Their Microenterprise Technical Assistance Program (MTAP) assists underrepresented businesses.
3. **Lift Fund** providing **\$2,500,000** to LiftFund to administer American Rescue Plan Act (ARPA) funds to institute the City of El Paso Small Business Grant & Interest Buy-Down Program to entities affected by the COVID-19 pandemic.



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 #: 22-1299, 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, Elizabeth Triggs (915) 212-1619

Economic and International Development, Denisse Carter, (915) 212-1620

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 execute a Chapter 380 Economic Development Program Agreement by and between the CITY OF EL PASO, TEXAS, a home-rule municipality of El Paso County, Texas and SCHNEIDER ELECTRIC USA, INC., a Delaware Corporation for the expansion of its operations within the city limits of the City of El Paso for the expansion of its existing facility located at 1601 and 1701 Northwestern Dr to include a minimum \$15,064,000 capital investment, the creation of 368 new full-time positions and the retention of its existing 1,130 full time positions.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: October 11, 2022
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PH. NUMBER: Elizabeth Triggs, Director 915-212-1619
Denisse Carter, Business Services Coordinator
915-212-1620
DISTRICT(S) AFFECTED: 1
STRATEGIC GOAL: 1. Cultivate an Environment Conducive to Strong,
Economic Development
SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action on a resolution that the City Manager be authorized to execute a Chapter 380 Economic Development Program Agreement by and between the **CITY OF EL PASO, TEXAS**, a home-rule municipality of El Paso County, Texas and **SCHNEIDER ELECTRIC USA, INC.**, a Delaware Corporation for the expansion of its operations within the city limits of the City of El Paso for the expansion of its existing facility located at 1601 and 1701 Northwestern Dr to include a minimum \$15,064,000 capital investment, the creation of 368 new full-time positions and the retention of its existing 1,130 full time positions.

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?

International company specializing in energy management, security and electrical distribution and automation. The company is proposing to expand current operations at their El Paso facilities located at 1601 & 1701 Northwestern Dr. and 7801 Northern Pass Dr. which currently employs about 1,130 people. The new expansion will allow the company to manufacture complex engineered-to-order products. The applicant will create 368 new full-time employment positions and retain its existing workforce.

Upon satisfying all contract metrics, the Applicant will be eligible to receive the following incentives:

- **Property Tax Rebate** (City's Portion): The City's portion of ad valorem incremental property taxes. 10-year grant period. Capped at \$715,000
- **Construction Materials Sales Tax Rebate:** A one-time rebate of the City's Portion (1%) of Sales Taxes levied on project-related construction materials. Capped at \$57,000
- **Development and Fee Rebate:** A one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the project. Capped at \$30,000
- **Public improvement Reimbursement:** reimbursement to applicant for public improvements capped at \$600,000
- **Sustainability Grant:** For electric vehicle charging infrastructure capped at \$75,000

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, a term sheet was approved on February 14, 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?

General Fund and TIRZ 10 Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic and International 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 execute a Chapter 380 Economic Development Program Agreement by and between the **CITY OF EL PASO, TEXAS**, a home-rule municipality of El Paso County, Texas and **SCHNEIDER ELECTRIC USA, INC.**, a Delaware Corporation for the expansion of its operations within the city limits of the City of El Paso.

PASSED AND APPROVED this _____ day of _____ 2022.

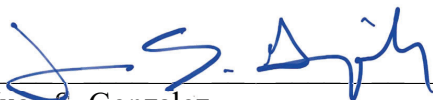
CITY OF EL PASO, TEXAS

Oscar Leaser
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 the ____ day of October, 2022 (“**Effective Date**”) between the **CITY OF EL PASO, TEXAS** a Texas home rule municipal corporation, (the “**City**”) and **Schneider Electric USA, Inc.**, a Delaware Corporation (the “**Applicant**”), for the purposes and considerations stated below:

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code, an incentive to Applicant to support the Development as more fully described below; and

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code 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 Schneider Electric USA, Inc., a Delaware Corporation.
- C. **Applicant Affiliate.** Means with respect to Applicant, any other person or entity that, directly or indirectly, controls, is under common control with, or is controlled by Applicant. 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.
- D. **Base Year Value.** The words “Base Year Value” shall have the meaning in Section 3(A)(4) of this Agreement.
- 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 Tax Rebate shall not exceed **\$57,000**.
- F. **Development.** The word “Development” means the expansion of Applicant’s existing manufacturing operations as more fully described on **Exhibit “A”**, which is attached hereto and incorporated herein for all purposes.
- G. **Development and Building Fee Rebate** means a one-time 100% rebate of certain development fees and building fee costs associated with the construction of the Development, which shall not exceed **\$30,000** (the “Development and Building Fee Rebate Cap”). The Development and Building Fee Rebate shall be limited to the lesser of: (i) the development and building fee costs associated with the construction of the Development or (ii) the Development and Building Fee Rebate Cap. Under no circumstances shall the City rebate reinspection fees or inspection penalty fees associated with construction of the Development.
- H. **Development Location** shall mean within the geographic boundaries of the City of El Paso and more particularly described in **Exhibit “A-1”**, which is attached hereto and incorporated herein for all purposes.
- I. **Effective Date** the Effective Date of this Agreement shall be the date indicated in the preamble to this Agreement.
- J. **Existing Facilities.** The words “Existing Facilities” mean Applicant’s existing facilities located at 1601 & 1701 Northwestern Drive and 7801 Northern Pass, in El Paso, Texas, and any new facility (other than the Development) that Applicant or any Applicant Affiliate own or operate in El Paso, Texas.
- K. **Full-Time Employment.** Full-Time Employment position shall mean a position requiring a minimum of 2,080 straight-time paid hours in Applicant’s fiscal year, including allowance for vacation and sick leave, with the opportunity to participate in Applicant’s

employee benefits programs, including Applicant's health plan. Such Full-Time Employment positions shall be located at the Development or the Existing Facilities. For purposes of meeting the required job numbers for all purposes under this Agreement, "Full-Time Employment" shall (i) be calculated using only filled positions; and (ii) shall include employees of Applicant and any Applicant Affiliate. These requirements are more completely described in **Exhibit "B"**, which is attached hereto and incorporated herein for all purposes.

- L. **Grant Payments.** The words "Grant Payments" mean the Public Improvements Reimbursement, the Sustainability Grant, the Construction Materials Sales Tax Rebate, the Development and Building Fee Rebate, and the Property Tax Rebate.
- M. **Grant Submittal Package.** The words "Grant Submittal Package" mean the documentation required to be supplied to City on a yearly basis during the Grant Period, with such documentation more fully described in Section 3 (C)(1) and **Exhibit "C"**, which is attached hereto and incorporated herein for all purposes.
- N. **Landlord.** The word "Landlord" shall mean Applicant's landlord under the lease for the Development and any subsidiary of Applicant's landlord or any entity affiliated with Applicant's landlord.
- O. **Minimum Investment.** In accordance with Section 3(A)(1), Applicant agrees that it, or any Applicant Affiliate, shall make, or cause Landlord to make, Qualified Expenditures of not less than **\$15,064,000** in the Development, where "Qualified Expenditures" means those costs incurred by the Applicant, an Applicant Affiliate and/or Landlord, in the acquisition, construction or furnishing of the Development.
- P. **Property Tax Rebate** means a rebate of a percentage of the City's portion of: (1) the incremental ad valorem property tax revenue generated by the Development above the ad valorem property tax revenue that would have been generated at the Base Year Value for the Development for each tax year during the Grant Period; and (2) the incremental ad valorem personal property tax revenue generated by the Development above the ad valorem personal property tax revenue that would have been generated at the Personal Property Base Year Value for the Development for each tax year during the Grant Period (collectively, (1) and (2), the "Incremental Ad Valorem Property Tax Revenue"). The Incremental Ad Valorem Property Tax Revenue will be determined each tax year during the Grant Period based on the ad valorem property taxes due under the tax statements issued by the El Paso Central Appraisal District for Property ID 712032 and Property ID 507027, pursuant to the calculation formula described in **Exhibit "D"**, which is attached hereto and incorporated herein for all purposes. The Property Tax Rebate payments: (i) for any calendar year shall not exceed 75 percent of the Incremental Ad Valorem Property Tax Revenue; and (ii) shall not exceed **\$715,000** (whichever comes first) during the Grant Period.

- Q. **Public Improvements Reimbursement.** The City shall use available revenue in the fund created for Tax Increment Reinvestment Zone Number 10, City of El Paso, Texas as reimbursement to Applicant for Public Improvements, up to **\$600,000** (the “Public Improvement Reimbursement Cap”).
- R. **Sustainability Grant.** The City shall reimburse the Applicant up to **\$75,000** for actual costs incurred by Applicant, any Applicant Affiliate and/or Landlord in connection with the electric vehicle charging infrastructure (“Sustainability Grant Cap”). Under no circumstances shall reimbursement exceed the lesser of: (i) actual costs for the design, construction, and installation of the electric vehicle charging infrastructure; or (ii) the Sustainability Grant Cap.

SECTION 2. TERM AND GRANT PERIOD.

The term of this Agreement (“Term”) shall begin on the Effective Date and shall terminate upon the earlier of: (I) the end of the Grant Period; or (II) termination of this Agreement as otherwise provided in this Agreement.

The Effective Date of this Agreement shall be the date upon which both parties have fully executed the Agreement. However, Applicant’s eligibility for Property Tax Rebate payments shall be limited to ten (10) consecutive calendar years (the “Grant Period”) within the Term of this Agreement, with the first year being 2024. The Grant Period shall terminate upon payment by City of the Property Tax Rebate payment corresponding to the Grant Submittal Package submitted by Applicant on March 1, 2033 (for the compliance period covering from January 1, 2032 through December 31, 2032). Failure of the Applicant to obtain a permanent Certificate of Occupancy for the Development by April 30, 2023 shall result in the immediate termination of this Agreement, unless such failure is due to a Force Majeure or a delay caused by the City.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT

1. **Development.** Applicant agrees that the Development will be constructed at the Development Location in El Paso, Texas. Applicant shall, or cause its Landlord to, commence construction and or improvements of 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 Development by **April 30, 2023**, as set forth in Section 2. Applicant agrees that it or an Applicant Affiliate shall make, or cause Landlord to make, Qualified Expenditures of not less than \$15,064,000 relating to the Development. The City shall be permitted to review Applicant’s or its Landlord’s receipts of Qualified Expenditures to evidence the expenditure of a minimum amount of \$15,064,000. It is anticipated that the Applicant may from time to time require or benefit from relocation or reconfiguration of personal property between the Existing Facilities and the Development Location. As such, with respect to Qualified Expenditures and the calculation of Incremental Ad Valorem Property Tax Revenue, the situs of personal property is deemed to be at the Development regardless of whether the personal

property in question is physically located at the Existing Facilities or the Development Location.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**.

2. **Public Improvements.** It is the intent of the parties that the Applicant shall be responsible for the design, construction and installation of certain roadway infrastructure improvements including, but not necessarily limited to, traffic control devices, intersection and signalization improvements, roadway lighting, and landscaping within the City rights-of-way abutting the Applicant's Existing Facilities and the Development Location to facilitate the safe movement of people and goods between those facilities, as determined by Applicant (the "Public Improvements"). The City hereby grants Applicant and Landlord the right to construct Public Improvements in the City rights-of-way abutting the Applicant's Existing Facilities and the Development Location, subject to Applicant or Landlord adhering with city code provisions associated with same and subject to Applicant or Landlord complying with any payment and performance bond requirements applicable to the construction of the Public Improvements. The Public Improvements shall be designed, constructed, and installed in compliance with all applicable laws. The Applicant shall advance funds for the purpose of the design, construction, and installation of the Public Improvements in accordance with the development schedule of the Applicant. Upon inspection and approval of the Public Improvements by the City, the Applicant shall promptly transfer or dedicate ownership of the Public Improvements to the City. Upon Public Improvements completion, the City shall reimburse the Applicant up to the Public Improvements Reimbursement Cap. Public Improvements shall be deemed complete upon submission and approval of all approved construction plans, as-built drawings, and inspections, and a letter of acceptance from the City Engineer certifying that the Public Improvements were constructed in accordance with all applicable laws. Under no circumstances shall the Public Improvements reimbursement exceed the lesser of: (i) the actual costs incurred in connection with design, construction and installation of the Public Improvements or (ii) the Public Improvement Reimbursement Cap.
3. **Sustainability Grant.** It is the intent of the parties that the Applicant or an Applicant Affiliate will purchase, or cause its Landlord to purchase, and use electric vehicles in connection with its operations at the Existing Facilities and the Development Location. Applicant shall be responsible for the design, construction and installation of necessary electric vehicle charging infrastructure, which shall be designed, constructed, and installed in compliance with all applicable laws. Upon electric vehicle charging infrastructure completion and submittal of documentation of actual costs pursuant to Section 3(C)(2) to the City, the City shall reimburse the Applicant up to **\$75,000** for actual costs incurred in connection with the electric vehicle charging infrastructure ("Sustainability Grant Cap"). Under no circumstances shall reimbursement exceed the lesser of: (i) actual costs for the design, construction, and installation of the electric vehicle charging infrastructure; or (ii) the Sustainability Grant Cap.
4. **Minimum Appraised Value; Base Year Values.** Applicant or its Landlord shall pay by January 31 of each year all of the real and business personal property ad valorem taxes due for

the previous tax year on the Development and any other property owned by the Applicant within the City. The parties agree that the taxable value of the Development for purposes of determining the Incremental Ad Valorem Property Tax Revenue will be: (1) **\$722,678.00** (being the 2022 assessed land value for Property ID 712032)(the “Base Year Value”); and (2) **\$26,006,649.00** (being the 2022 taxable value for Property ID 507027)(the “Personal Property Base Year Value”).

Applicant and its Landlord shall have the right to contest the appraised values of the Development as provided by law. However, Applicant covenants and agrees that after completion of construction of the Development, except in the event of a Force Majeure, it shall not protest or permit anyone under direct authority from Applicant to take actions on Applicant’s behalf to protest any assessments by the El Paso Central Appraisal District to the extent such protest would reduce the aggregate assessed value of the Development on the tax rolls below **\$10,222,678** (being the sum of \$9,500,000 and the Base Year Value)(the “Minimum Appraised Value”). Any such action will be deemed an Event of Default if not cured within the cure periods prescribed in **Section 5** of this Agreement.

B. EMPLOYMENT POSITIONS

1. Applicant agrees that it: (i) will create at least 239 Full-Time Employment positions by December 31, 2023; (ii) create an additional 129 Full-Time Employment positions by December 31, 2024; and (iii) thereafter maintain at least such 368 Full-Time Employment positions through December 31, 2032, in each case such Full-Time Employment positions being as described in **Exhibit “B”** and Section 1(K). Furthermore, Applicant agrees that it shall retain a combined aggregate workforce at its Existing Facilities and the Development Location of 1,130 Full-Time Employment positions (the “Threshold”) through December 31, 2032. The parties agree that Full-Time Employment positions shall be considered “created” if they are above the Threshold.
2. It is anticipated that the Applicant may from time to time require or benefit from relocation or creation of Full-Time Employment positions between the Existing Facilities and the Development Location. As such, with respect to Full-Time Employment position requirements and the calculation of positions created or retained, the situs of Full-Time Employment positions is deemed to be at the Development regardless of whether the position in question is physically located at the Existing Facilities or the Development Location.
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 this Agreement and the Grant Payments described herein, to verify Applicant’s compliance with the provisions of this Agreement. 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 Public Information Act.

C. GRANT SUBMITTAL PACKAGE AND REIMBURSEMENT REQUESTS

1. Unless otherwise agreed by the City and Applicant, the initial **Grant Submittal Package** will be due no later than **March 1, 2024** (covering the compliance period from January 1, 2023 through December 31, 2023), and continuing every calendar year thereafter through March 1, 2033, shall be due by **March 1st** of each calendar year. Each Grant Submittal Package shall include a verification signed by a duly authorized representative of Applicant that shall certify the number of and generally describe the Full-Time Employment positions existing at its Existing Facilities and at the Development Location as of December 31 of the year preceding and provide the hourly wage for all Full-Time Employment positions. There will be a total of ten (10) Grant Submittal Packages due under this Agreement, covering jobs created and maintained in calendar years 2023 through 2032, with the last Grant Submittal Package being due by March 1, 2033. All Grant Submittal Packages shall be in the form provided in **Exhibit “C”** and shall provide reasonable verification for the Full-Time Employment position numbers provided, including the Threshold. A failure by Applicant to timely submit a Grant Submittal Package in accordance with this paragraph or a reimbursement request in accordance with Section 3(C)(2) below is a waiver by the Applicant to receive a Property Tax Rebate payment for the period covered by the late Grant Submittal Package, or a waiver by the Applicant to receive the Public Improvements Reimbursement, the Sustainability Grant, the Construction Materials Sales Tax Rebate, and/or the Development and Building Fee Rebate, as applicable.
2. If during the Term Applicant incurs the costs relating to the Public Improvements Reimbursement, the Sustainability Grant, the Construction Materials Sales Tax Rebate, and/or the Development and Building Fee Rebate prior to the due date of the applicable Grant Submittal Package, Applicant shall have the right to submit a request for reimbursement of such costs to the City prior to the due date of the applicable Grant Submittal Package. If Applicant submits a request to the City for reimbursement under this Section 3(C)(2), Applicant’s submittal shall include documentation evidencing the costs incurred by Applicant relating to the Public Improvements Reimbursement, the Sustainability Grant, the Construction Materials Sales Tax Rebate, and/or the Development and Building Fee Rebate. City shall reimburse Applicant for such costs in accordance with Section 4 of this Agreement.
3. The City’s determination of the amount of the applicable Grant Payment due to Applicant is final if such determination is in compliance with the terms of this Agreement.

SECTION 4. OBLIGATIONS OF CITY.

During the Term of this Agreement, and so long as an Event of Default by Applicant has not occurred, the City agrees to make the following Grant Payments to Applicant:

- A. The City agrees to provide a **Construction Materials Sales Tax Rebate** not to exceed **\$57,000** within ninety (90) days of City’s receipt of Applicant’s submittal of a Grant Submittal Package or a reimbursement request pursuant to Section 3(C)(2) of this Agreement, as applicable.

- B. The City agrees to provide a **Development and Building Fee Rebate** not to exceed **\$30,000** within ninety (90) days of City's receipt of Applicant's submittal of a Grant Submittal Package or a reimbursement request pursuant to Section 3(C)(2) of this Agreement, as applicable.
- C. The City agrees to provide **Property Tax Rebates** not to exceed **\$715,000** during the Grant Period in accordance with the terms and provisions of this Agreement within 90 days after receipt of the Applicant's annual Grant Submittal Package.
- D. The City agrees to provide a **Public Improvement Reimbursement** not to exceed **\$600,000** within ninety (90) days of City's receipt of Applicant's submittal of a Grant Submittal Package or a reimbursement request pursuant to Section 3(C)(2) of this Agreement, as applicable. The City shall use available revenue in the fund created for Tax Increment Reinvestment Zone Number 10, City of El Paso, Texas as reimbursement to Applicant for Public Improvements, up to the Public Improvement Reimbursement Cap.
- E. The City agrees to provide a **Sustainability Grant** not to exceed **\$75,000** within ninety (90) days of City's receipt of Applicant's submittal of a Grant Submittal Package or a reimbursement request pursuant to Section 3(C)(2) of this Agreement, as applicable.

SECTION 5. EVENTS OF DEFAULT.

The events described in subsections (A) through (F) below shall constitute an Applicant 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 other than an obligation or condition described in subsections (B) through (F) below, and Applicant's refusal to cure within sixty (60) days after written notice from the City describing such failure. 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 prosecutes the cure of such failure, such failure shall not be deemed an Event of Default.
- B. **Failure to Maintain Development and Job Requirements.** Applicant's failure or refusal to maintain operations at the Development Location during the Grant Period or maintain the required Full-Time Employment positions pursuant to Section 3(B)(1) of this Agreement through December 31, 2032, 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 failure 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 a Grant Submittal Package that is/are false 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 prosecutes 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.

- 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 company, 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 an Event of Default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no Event of Default shall be deemed to have occurred.
- E. **Construction of Development.** Applicant's failure to comply with its construction obligations set forth in Section 3(A)(1) of this Agreement and Applicant's failure to cure same within ninety (90) days after written notice from the City shall be deemed an Event of Default. If such failure cannot be cured within such ninety (90) day period and Applicant fails or refuses to commence such cure within such ninety (90) day period, except to the extent such failure is caused by any act or failure to act on the part of the City, such actions or omissions shall be deemed an Event of Default.
- F. **Property Taxes.** In the event Applicant allows any property taxes owed to the City by Applicant 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.
- G. **City Event of Default.** City shall be in default under this Agreement if it defaults in the performance of any of its obligations under this Agreement and such failure continues uncured for a period of thirty (30) days from and after the date Applicant notifies City of such failure. Upon a City Event of Default, Applicant shall be entitled to terminate this Agreement by written notice to City or seek any right or remedies available to it at law or in equity, including without limitation, bringing an action to required City to specifically perform its obligations hereunder including, without limitation, a mandamus action to compel such performance.
- H. **Applicant Failure to Cure.** If any Applicant Event of Default shall occur, and after Applicant fails to cure same in accordance herewith, then this Agreement may be terminated by written notice from the City to Applicant and the City shall be entitled to recapture certain Grant Payments

as provided in Section 6 of this Agreement. The City's termination and recapture rights shall be City's sole and exclusive remedies in the event of an Applicant Event of Default.

- I. **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 paid 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 applicable cure period for such Applicant Event of Default has expired, the City shall have the right to recapture Grant Payments (other than any Grant Payments attributable to the Public Improvements Reimbursements which shall not be subject to recapture) previously paid by the City pursuant to this Agreement pursuant to the following schedule and Applicant shall repay such recaptured Grant Payments to City within **60 days** from the date of such termination:

<u>Grant Period Year in Which Recapture Occurs</u>	<u>Total Percentage of Grant Payments to be Recaptured</u>
1-3	100%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	10%

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

If any state or federal statute, regulation, case law, or other law renders this Agreement illegal, including any case law holding that a Chapter 380 of the Texas Local Government Code Economic Development Agreement such as this Agreement is an unconstitutional debt, then the City may terminate this Agreement for its convenience and without the requirement of an Event of Default by Applicant, which such termination shall become effective immediately upon written notice from the City to Applicant. In the event of such termination, Applicant shall be entitled to keep all Grant Payments received prior to such termination. For clarification, the repeal or sunset of Chapter 380 of the Texas Local Government Code by the Texas Legislature shall not affect the validity of this Agreement.

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 Payments proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign or convey rights to receive Grant Payments 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 by Applicant, 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 City and Applicant upon execution by all signatories hereto. Applicant and City warrant and represent that the individuals executing this Agreement on behalf of City and Applicant have full authority to execute this Agreement and bind City and Applicant to the same.
- E. **Completion of Development.** As consideration for the agreements of the City as contained herein, Applicant agrees that it or its Landlord will diligently and 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 all records and information provided to the City by Applicant under this Agreement will be maintained in accordance with and subject to all applicable laws, including the Texas Public Information Act, Chapter 552, of the 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 Texas Public Information Act, it will promptly notify Applicant if a request relating to Applicant's information is received. Applicant represents that it understands that the Texas Public Information Act applies to information provided to the City pursuant to this Agreement and that it will need to assert the applicable exceptions to disclosure under the Texas Public Information Act if it objects to disclosure.
- 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 one and 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 during which such violation occurred, 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 any Applicant Affiliate or franchisee, or by a person with 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 with the Texas State Comptroller in accordance with Section 380.004 of the Texas Local Government Code.
- 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, pandemic, quarantines, 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 if 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, shall be effective five business days after deposit. Any party may change its address for notices under this Agreement by giving formal written notice to the other party, 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. The City agrees that Grant Submittal Packages may be submitted electronically by Applicant.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**.

APPLICANT: Schneider Electric USA, Inc.
One Boston Place, Suite 2700
Boston, Massachusetts 02108

CITY: The City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

Copy To: The City of El Paso
Attn: Economic Development Department Director
P.O. Box 1890
El Paso, Texas 79950-1890

- M. **Ordinance Applicability.** Applicant 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 Applicant's contractual rights or obligations under this Agreement. 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 Term of this Agreement, Applicant or its assigns agree that neither the term sheet executed by Applicant and City in connection with the Development or this Agreement, nor the values contained within will be used as a basis to contest appraisal values or in the determination of the market value of the Development, and that the Grant Payments established within this Agreement between the parties shall not be considered in valuing the Development Location for tax purposes.
- P. The City acknowledges that notwithstanding execution of this Agreement, Applicant shall continue to be eligible for incentive payments under the Chapter 380 Economic Development Program Agreement executed by Applicant and the City on July 15, 2014, in accordance with the terms of such agreement.

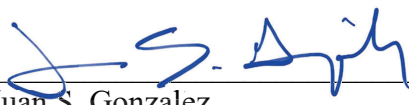
(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

CITY OF EL PASO, TEXAS:

Tomás González
City Manager

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

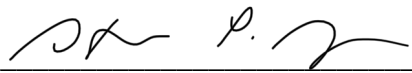


Elizabeth Triggs, Director
Economic and International Development

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

APPLICANT:

Schneider Electric USA, Inc., a Delaware Corporation

By: 

Name: Steven L. Sacco

Title: Vice President

EXHIBIT A

DEVELOPMENT

The proposed development located at Northwestern Drive and Northern Pass Drive is an expansion of existing manufacturing operations of the Applicant at its Existing Facilities. The incremental real property component of the Development is proposed as a proximately located standalone facility to be developed by the Applicant's Landlord and operated by Applicant under lease at the Development Location. The Development is estimated to require approximately 160,000 square feet of industrial facility.

EXHIBIT A-1

DEVELOPMENT LOCATION METES & BOUNDS & SURVEY MAP

The parcel of land herein described is a 10.369-acre portion of Lot 1, Block 6, Northwestern Corporate Center Unit Five (Book 73, Page 61, Plat Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a city monument at the centerline intersection of Northwestern Drive (90-foot right-of-way, Northwestern Corporate Center Unit Three, Book 69, Page 15, Plat Records, El Paso County, Texas) and Northern Pass Drive (90-foot right-of-way, Plexxar South, Book 72, Page 32, Plat Records, El Paso County, Texas) from which a city monument at the centerline P.I. of Northwestern Drive, opposite Lot 2, Block 1, Plexxar South (Book 72, Page 32, Plat Records, El Paso County, Texas) bears South $17^{\circ}02'18''$ East, a distance of 1034.42 feet; Thence, North $17^{\circ}02'20''$ West, along the centerline of North-western Drive, a distance of 63.99 feet; Thence, North $72^{\circ}57'33''$ East, a distance of 45.00 feet to a 5/8" rebar with cap marked "RPLS 4178" found on the easterly right-of-way of Northwestern Drive for the POINT OF BEGINNING of this description;

THENCE, North $17^{\circ}02'27''$ West, along said right-of-way, a distance of 23.91 feet to a found 5/8" rebar with cap marked "RPLS 4178";

THENCE, 395.06 feet continuing along said right-of-way and along the arc of a curve to the right, having a radius of 2795.64 feet, a central angle of $8^{\circ}05'48''$, and a chord which bears North $12^{\circ}59'33''$ West, a distance of 394.73 feet to a found 5/8" rebar with cap marked "RPLS 4178";

THENCE, North $8^{\circ}56'39''$ West, continuing along said right-of-way, a distance of 488.20 feet to a 5/8" rebar with cap marked "RPLS 4178" found on the southerly right-of-way of Drainage right of- way (varied width right-of-way, Northwestern Corporate Center Unit Five);

THENCE, South $70^{\circ}12'32''$ East, along said right-of-way, a distance of 28.44 feet to a set marked "X";

THENCE, North $86^{\circ}35'36''$ East, continuing along said right-of-way, a distance of 185.47 feet to a found 5/8" rebar with cap marked "RPLS 4178";

THENCE, North $82^{\circ}00'52''$ East, continuing along said right-of-way, a distance of 294.83 feet to a set marked "X";

THENCE, South $8^{\circ}56'39''$ East, a distance of 902.33 feet to 5/8" re bar with cap marked "RPLS 6489" set on the northerly right-of-way of Northern Pass Drive;

THENCE, South $82^{\circ}00'57''$ West, along said right-of-way, a distance of 443.96 feet to a found 5/8" rebar with cap marked "RPLS 4178";

THENCE, 42.38 feet continuing along said right-of-way and along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of $80^{\circ}56'36''$, and a chord which bears North $57^{\circ}30'45''$ West, a distance of 38.94 feet to the POINT OF BEGINNING of this description.

Said parcel of land contains 10.369 acres (451,663 square feet) of land more or less.

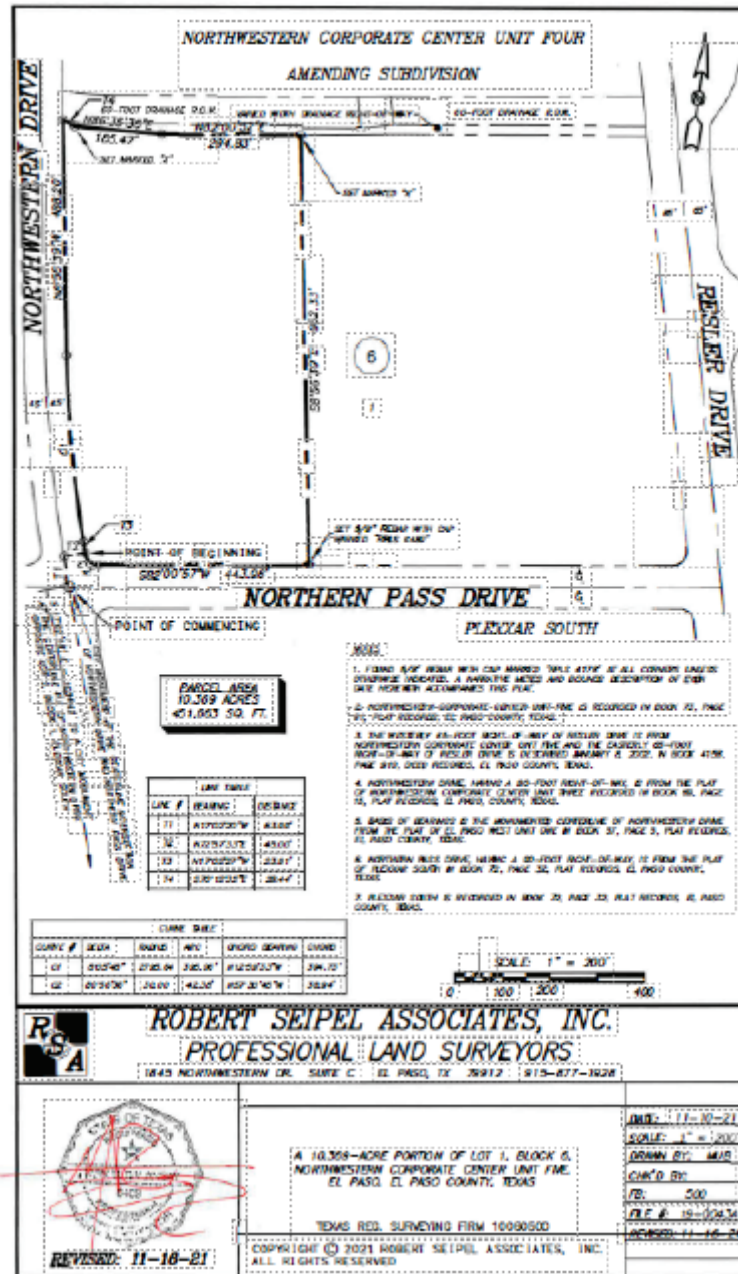


EXHIBIT B

Employment Requirements & Property Tax Rebate Eligibility

SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order to be eligible for any Property Tax Rebate payment, Applicant is required to create the Full-Time Employment positions during the applicable time-period as set forth in Section 3(B)(1) of this Agreement.

SECTION 2. PHYSICAL LOCATION OF FULL-TIME EMPLOYMENT POSITIONS.

It is anticipated the Applicant may from time to time require or benefit from relocation of Full-Time Employment positions between the Existing Facilities and the Development Location. As such, with respect to Full-Time Employment positions and the calculation of positions created or retained, as applicable, the situs of Full-Time Employment positions is deemed to be at the Development Location regardless of whether the position in question is physically located at the Existing Facilities or the Development Location.

SECTION 3. ELIGIBILITY FOR PROPERTY TAX REBATE PAYMENTS.

The Applicant's eligibility for Property Tax Rebate payments made by the City to the Applicant shall be determined pursuant to and in accordance with the following:

- A. Property Tax Rebate payments shall be made equivalent to **fifty-percent (50%)** of the Incremental Ad Valorem Property Tax Revenue for the given tax year during the Grant Period, upon the Applicant's certification in a Grant Submittal Package that at least **eighty-percent (80%)** of the created and retained Full-Time Employment positions required for the applicable time-period were paid wages at or above **ninety-percent (90%)** of the Median Area Wage for the year covered by the applicable Grant Submittal Package.
- B. Property Tax Rebate payments shall be made equivalent to at least **seventy five-percent (75%)** of the Incremental Ad Valorem Property Tax Revenue for the given tax year during the Grant Period, upon the Applicant's certification that at least **ninety-percent (90%)** of the created and retained Full-Time Employment positions required for the applicable time-period were paid wages at or above **ninety-percent (90%)** of the Median Area Wage for the year covered by the applicable Grant Submittal Package.
- C. For example, if during calendar year 2023:
 - Applicant retained 1,130 Full-Time Employment positions;
 - Applicant created 245 Full-Time Employment positions for a total retained and created Full-Time Employment positions of 1,375;
 - the Median Area Wage for calendar year 2023 was \$16.00/hour;
 - the wages paid to 1,238 of the 1,375 Full-Time Employment positions was \$15.00/hour; and

- the Incremental Ad Valorem Property Tax Revenue amount was \$60,000; then
- the amount of Property Tax Rebate payment due to Applicant corresponding to the Grant Submittal Package submitted by Applicant no later than March 1, 2024 would be \$45,000 (being 75% of \$60,000).

SECTION 4. MEDIAN AREA 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, for the applicable year during the Grant Period. However, in no event shall the applicable Median Area Wage used for determination of Property Tax Rebate payment eligibility be less than the Median Area Wage established for 2022, which is \$14.71 per hour.

For clarification, the Median Area Wage shall only be used to determine the amount of Property Tax Rebate payments pursuant to Section 3 of this Exhibit, but shall not be used in determining whether an employment position constitutes a Full-Time Employment position for purposes of this Agreement.

EXHIBIT C

Grant Submittal Package Form

Schneider Electric USA, Inc. believes that it has substantially met its obligations under the Chapter 380 Economic Development Program Agreement dated the ____ day of October, 2022 (the “Agreement”). Pursuant to the Agreement, **Schneider Electric USA, 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. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of reasonable documentation (which may be a construction or building permit issued by the City) to evidence that construction of the Development commenced within twelve (12) months of the effective date of the Agreement.
2. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of permanent Certificate of Occupancy.
3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum Qualified Expenditures to date, including:
 - 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 credit or debit card).
 - e. Contractor pay applications, notarized with lien releases.
4. **[INITIAL GRANT SUBMITTAL ONLY—if not previously submitted and reimbursed in accordance with Section 3(C)(2) of the Agreement]** 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—if not previously submitted and reimbursed in accordance with Section 3(C)(2) of the Agreement]** Documentation to evidence the amount of development and building fees paid relating to the Development eligible for rebate to Applicant under the **Development and Building Fee Rebate**.
6. **[If not already reimbursed in accordance with Section 3(C)(2) of the Agreement]** Documentation to evidence the costs of Public Improvements necessary to request the Public Improvement Reimbursement.
7. **[If not already reimbursed in accordance with Section 3(C)(2) of the Agreement]** Documentation necessary to evidence the costs of the electric vehicle charging infrastructure necessary to request the Sustainability Grant.

8. Full-Time Employment positions verification plus attachment(s) as referenced in Section 3(C)(1) of the Agreement.
9. Property tax payment receipts showing proof of payment for the immediately preceding tax year.

It is understood by **Schneider Electric USA, Inc.** that the City of El Paso has up to **(90) days** to process this request and reserves the right to deny the Grant Payment claim if the terms of the Agreement have not been complied with.

Schneider Electric USA, Inc., a Delaware Corporation

By: _____

Name: _____

Title: _____

Date of submission: _____

EXHIBIT D

Incremental Ad Valorem Property Tax Revenue Calculation

The following exhibit depicts an example of Real and Personal Property Tax rebate calculation, the dollar amounts utilized are for *illustrative purposes* only, and do not reflect an actual rebate that will be or has been issued by the City of El Paso.

****For *illustrative purposes only*, the rebate will be calculated assuming a 75% reimbursement****

REAL property tax rebate calculation

Base Value 2022	\$722,678.00
<u>Tax Value</u>	
Property Value 2023	1,500,000.00
Base Year Value 2022	- 722,678.00
Increased Tax Value	\$777,322.00
<u>Rebate Calculation</u>	
Increased Tax Value	\$777,322.00
Tax Rate per \$100	x .907301
Rebate	\$705,265.03/100
75% REAL property tax rebate	\$7,052.65 * .75
REAL Property Tax Rebate	\$5,289.49

PERSONAL property tax rebate calculation

Base Value 2022	\$26,006,649.00
<u>Tax Value</u>	
Property Value 2023	30,000,000.00
Base Year Value 2022	- 26,006,649.00
Increased Tax Value	\$3,993,351.00
<u>Rebate Calculation</u>	
Increased Tax Value	\$3,993,351.00
Tax Rate per \$100	x .907301
Rebate	\$3,623,171.36/100
75% PERSONAL property tax rebate	\$36,231.71 * .75
PERSONAL Property Tax Rebate	\$27,173.79
TOTAL Combined Rebates (Real + Personal)	\$32,463.27

****For the purposes of this agreement, the base value of personal property, and the personal property rebate calculation is determined by the El Paso Central Appraisal District's "Owner within a Taxing Jurisdiction" assessment method. ****

October 11, 2022



Item 58

Schneider Electric USA Inc.

Chapter 380 Economic Development Program
Agreement for the Expansion of existing operations

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development. 1.1 Stabilize and expand El Paso's tax base



Schneider Electric: Requested Action

Authorize the City Manager to sign a **Chapter 380 Economic Development Program Agreement** by and between the CITY OF EL PASO, and **SCHNEIDER ELECTRIC USA, INC.** in support for the expansion of its operations of its existing facility located at 1601 and 1701 Northwestern Dr to include a minimum **\$15,064,000** capital investment, the creation of **368** new full-time positions and the retention of its existing **1,130** full time positions.

Schneider Electric

Project Summary

Schneider Electric

- Manufacturer of electronic switch gear
- Looking to buy or lease a new 160,000 sq. ft. facility

Property Address: Corner of Northwestern Dr. and Northern Pass Dr.

Investment:

Real Property:	\$9,735,000
<u>Personal Property:</u>	<u>\$5,329,000</u>
Total Investment:	\$15,064,000

Net New Employment: 368 FTEs

Employees Retained: 1,130 FTEs

Total Employment After Expansion: 1,498 FTEs

District: 1



Site Location : Corner of Northwestern Dr. & Northern Pass Dr.

Existing
Facilities



New
Proposed
Location

Space for
Future
Supplier

Schneider Electric: Proposed Local Incentive

City Incentive (82%)
\$1,477,000

County Incentive (18%)
\$326,000

Total Local Incentive = \$1,803,000 (11.9% of Investment)

Schneider Electric: Proposed City Incentive

		Sustainability Grant	Permit Fee Rebate
		\$75,000	\$30,000
Property Tax Rebate (*10 Years)	Public Improvement Grant for Safety Improvements		
\$715,000	\$600,000		
		Construction Materials Sales Tax Rebate (1%)	
		\$57,000	

Total Proposed City Incentive = \$1,477,000 (9.8% of Investment)

Schneider Electric: Community Tax Benefit

New Property Tax Revenue over Agreement Term

City
\$136,157



EPCC
\$126,421

Total Property Tax Benefit = \$2,205,166

Schneider Electric: Requested Action

Authorize the City Manager to sign a **Chapter 380 Economic Development Program Agreement** by and between the CITY OF EL PASO, and **SCHNEIDER ELECTRIC USA, INC.** in support for the expansion of its operations of its existing facility located at 1601 and 1701 Northwestern Dr to include a minimum **\$15,064,000** capital investment, the creation of **368** new full-time positions and the retention of its existing **1,130** full time positions.



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 #: 22-1308, 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 and 8

Economic and International Development, Karina Brascalla, (915) 212-1570

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 requesting City Council support for the staff recommended project selected to submit for the Reconnecting Communities Pilot (RCP) Discretionary Grant Program.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: October 11, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212-1570
Elizabeth Triggs, (915) 212-1619

DISTRICT(S) AFFECTED: District 8 & District 2

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBJECT:

Discussion and action requesting City Council support for the staff recommended project selected to submit for the Reconnecting Communities Pilot (RCP) Discretionary Grant Program.

BACKGROUND / DISCUSSION:

The City of El Paso and El Paso County Water Improvement District will jointly submit a grant application for the recommended RCP project, a portion of the Paso Del Norte Trail from Magoffin at Cotton to US 54 / I-110 to US 62 at Washington, Franklin Canal concrete lining from US 62 at Washington to the Intersection at US 62 and Texas SH 20. The path will travel along local streets, arterials, Washington Park, and the Franklin Canal. The shared use path will consist of a minimum 10-foot asphalt trail, street trees, landscaping, lighting, textured crosswalks, and other improvements. The grant application will also include concrete lining of the Franklin Canal. Other improvements include traffic calming along Washington, amenities at Washington Park along the trail, and other amenities.

Funds for the Fiscal Year (FY) 2022 RCP Program are to be awarded on a competitive basis for projects that reconnect communities by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including to mobility, access, or economic development. Multiple barriers, including US 54 / I-110 leading to the International Port-of-Entry, US 62, and Texas SH 20, currently separate multiple neighborhoods that lack connectivity for pedestrians and bicyclists.

The anticipated grant application request is between \$5 million and \$5.5 million. The total project cost will be between \$10 million and \$11 million.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

The required minimum 20 percent local match will be provided by in-kind services from the El Paso County Water Improvement District No. 1 valued at between \$1 million and \$1.1 million.

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



Reconnecting Communities through Trail Development

A grant application to the Reconnecting Communities Pilot Program
for the development of segments of the Paso del Norte Trail to
mitigate barriers introduced by US 54 / I-10, US 62, and Texas SH 20

Goal 7. Enhance and Sustain El Paso's Infrastructure Network



Reconnecting Communities Application: Requested Action

A **motion providing City Council support and approval** of the City's submission of a grant application to the U.S. Department of Transportation's FY22 Reconnecting Communities Pilot Program for development of the Paso del Norte Trail segment from Magoffin at Cotton to US-54 / I-10 to US-62 at Washington.

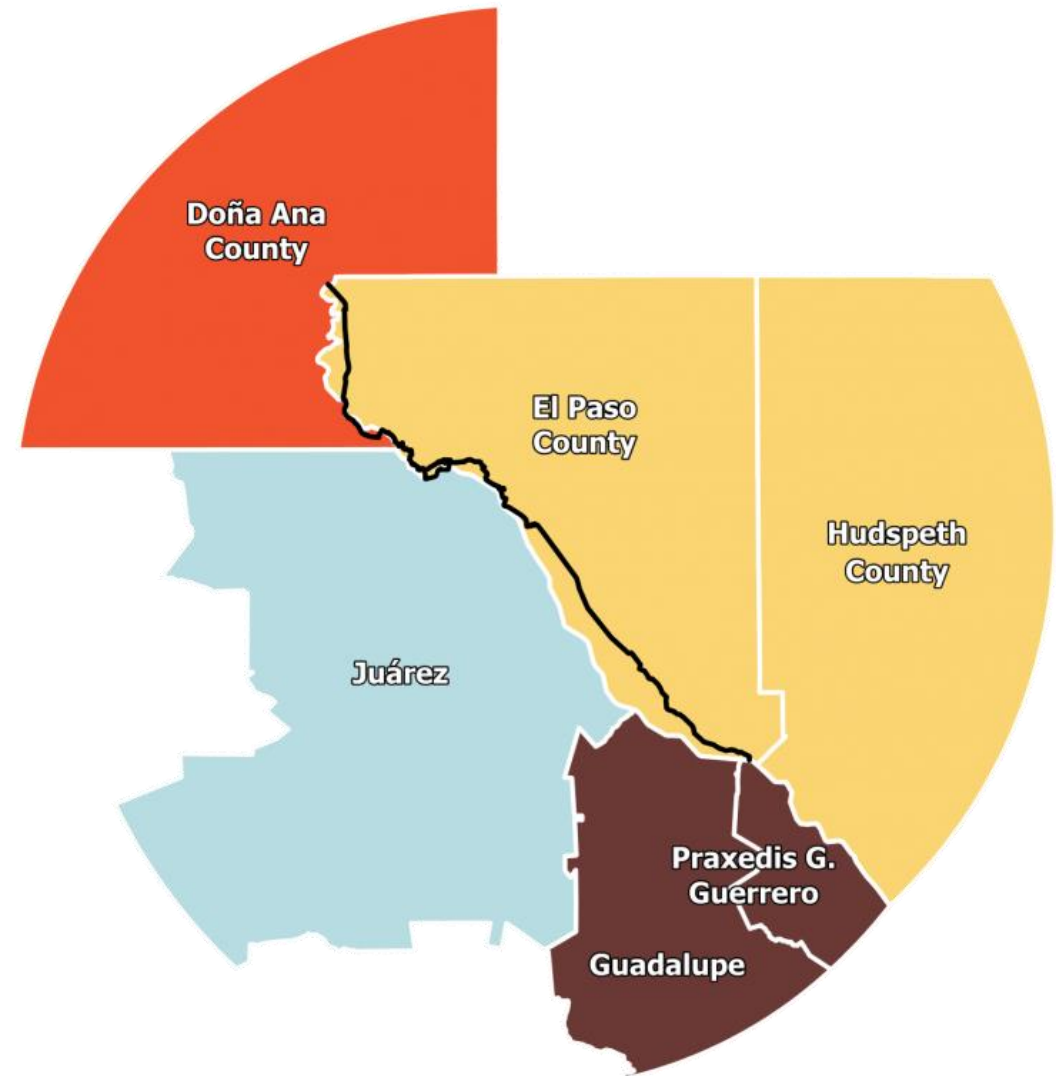
- The City provides technical expertise to develop the project and manage project budget
- The Paso del Norte Health Foundation & the Water Improvement District provide financial capacity and project support
- The application is due on October 13th

Reconnecting Communities Pilot Program

- Established under the Bipartisan Infrastructure Law (BIL) and administered by the U.S. Department of Transportation
- First-ever federal program dedicated to **reconnecting communities** that were previously cut off from economic opportunities by transportation infrastructure
- BIL allocates \$1 billion over the next 5 years for planning and capital construction projects to restore community connectivity through the removal, retrofit, mitigation or replacement of eligible transportation infrastructure facilities

The Paso del Norte Trail

- Community-driven, collaborative effort launched in 2017 to develop a county-wide trail in El Paso
- Roughly 68-mile span of trail is divided into 5 distinct districts
- Provides essential connections for residents to businesses, attractions, parks, and downtown areas, including UTEP, Ascarate Park, the Medical Center of Americas, and the El Paso Zoo
- Connector trails and loops provide additional access to natural areas and outdoor spaces such as the Franklin Mountains State Park and the Rio Grande



PDN Trail: Project Impact

- 68 miles of connected trails when completed
- Additional habitat for burrowing owls, pollinators, edible and native plant life, and other wildlife incorporated along the trail, bringing nature closer to the City
- Sustainable stormwater management through installation of bioswales and other water management projects along the trail
- Binational, multi-state, regional reach through Texas, New Mexico, and Mexico
- Improved quality of life through a reduction in urban heat, increased transportation options, and safer outdoor access

Benefits of Trails

Increase
Business

Tourist
Attraction

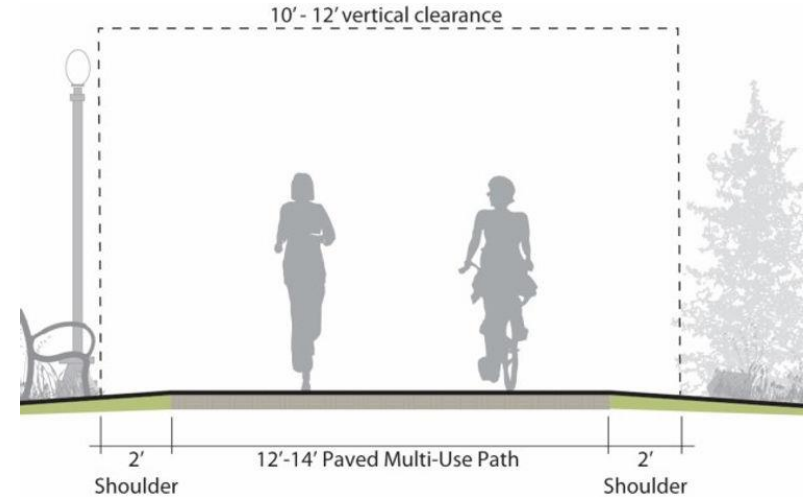
Tax Revenue
Generation

Real Estate
Boost

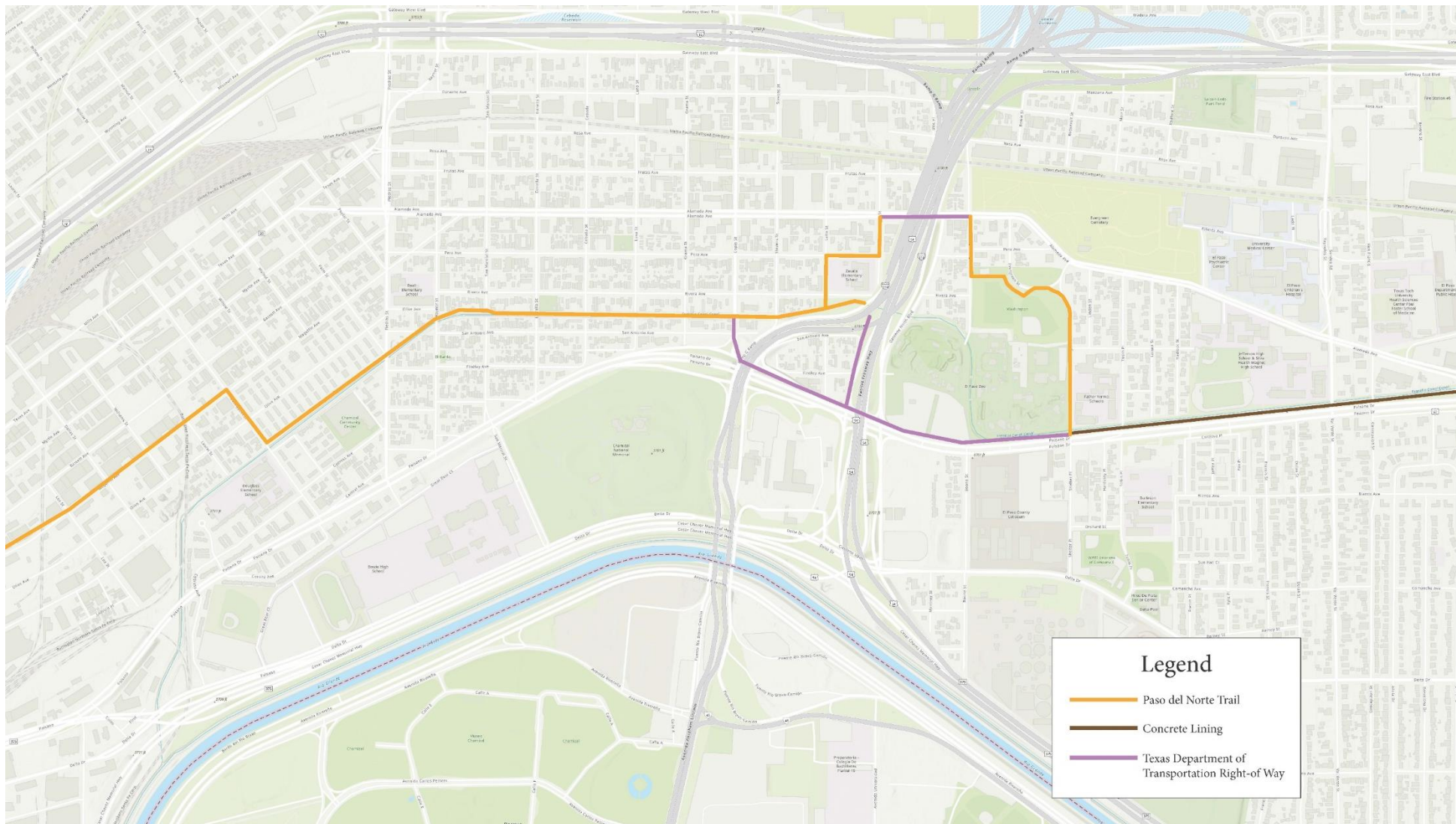
Affordable
Construction

Reconnecting Communities Application (RCP): Scope of Work

- Multiple barriers, including US 54 / I-10 leading to the International Port-of-Entry, US 62, and Texas SH 20, separate neighborhoods that lack connectivity for pedestrians and bicyclists
- Address these barriers through the development of a shared use path from Magoffin at Cotton to US 54 / I-110 to US 62 at Washington
 - minimum 10-foot asphalt trail, street trees, landscaping, lighting, textured crosswalks, and other improvements
 - concrete lining of the Franklin Canal
 - traffic calming along Washington
 - amenities at Washington Park along the trail



RCP Application: Project Limits



Project Limits: From Magoffin at Cotton to US-54 / I-10 to US-62 at Washington

Reconnecting Communities Application: Grant Proposal

- Partnership with the Paso del Norte Health Foundation & the El Paso Water Improvement District
 - City of El Paso will be lead applicant, providing technical expertise
 - El Paso Water Improvement District is co-applicant providing in-kind match and facilitating the development of the trail along the canal
 - Paso del Norte Health Foundation is lead grant writer providing design and remaining required match
- Compliments the \$1M Congressional Appropriation for the trail segment from the Zoo to the MCA
- Community support expressed by neighborhood associations and regional government and transportation stakeholders

Reconnecting Communities Application: Budget Summary (\$10 million)

	City Hike/Bike Portion	EPWID#1 Canal Portion
Grant Request	\$3,225,000	\$1,775,000
In-kind EPWID#1		\$2,481,000
In-kind PdNHF/PdNCF	\$2,519,000	
TOTAL BUDGET	\$5,744,000	\$4,256,000

Local Match:

- The required minimum 20 percent local match will be provided by in-kind services from the El Paso County Water Improvement District No. 1 and funds provided by the Paso del Norte Health Foundation + Paso del Norte Community Foundation for \$5 million combined.
- No cash match is required from the City

Reconnecting Communities Application: Requested Action

A **motion providing City Council support and approval** of the City's submission of a grant application to the U.S. Department of Transportation's FY22 Reconnecting Communities Pilot Program for development of the Paso del Norte Trail segment from Magoffin at Cotton to US-54 / I-10 to US-62 at Washington.

- The City provides technical expertise to develop the project and manage project budget
- The Paso del Norte Health Foundation & the Water Improvement District provide financial capacity and project support
- The application is due on October 13th



Legislation Text

File #: 22-1281, 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

Sun Metro Mass Transit, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action that the City Manager be authorized to sign the First Amendment to 2019-607R Management of Fixed Transit Services and Contracted Service for Lift Paratransit-Solicitation by and between the City of El Paso and MV Contract Transportation, Inc. improving the quality of the services provided to citizens and increasing the contract value to an amount not to exceed \$57,905,447.15

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: October 11, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 7 – Enhance regional comprehensive transportation system

SUBGOAL:

SUBJECT:

That the City Manager be authorized to sign the First Amendment to 2019-607R Management of Fixed Transit Services and Contracted Service for Lift Paratransit-Solicitation by and between the City of El Paso and MV Contract Transportation, Inc. improving the quality of the services provided to citizens and increasing the contract value to an amount not to exceed \$57,905,447.15

BACKGROUND / DISCUSSION:

The City and MV have identified efficiencies within the existing contract parameters to better address the needs and usage of the citizens availing themselves of these services.

PRIOR COUNCIL ACTION:

The City Council for the City of El Paso awarded 2019-607R - Management of Fixed Transit Services and Contracted Service for LIFT Paratransit-Solicitation to MV Contract Transportation Inc on or about October 29, 2019.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Sun Metro

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 the First Amendment to 2019-607R Management of Fixed Transit Services and Contracted Service for Lift Paratransit-Solicitation by and between the City of El Paso and MV Contract Transportation, Inc. improving the quality of the services provided to citizens and increasing the contract value to an amount not to exceed \$57,905.447.15.

APPROVED this ____ day of _____, 2022.

CITY OF EL PASO:

ATTEST:

Oscar Leeser
Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth,
Chief Transit and Field Operations Officer

**FIRST AMENDMENT TO
2019-607R - MANAGEMENT OF FIXED TRANSIT SERVICES AND
CONTRACTED SERVICE FOR LIFT PARATRANSIT-SOLICITATION**

This First Amendment (“**First Amendment**”) to 2019-607R - Management of Fixed Transit Services and Contracted Service for LIFT Paratransit-Solicitation (“**Contract**”) is between the City of El Paso, Texas (the “**City**”) and the MV Contract Transportation, Inc. (“**Contractor**” or “**MV**”), each referred to individually as a “**Party**” or collectively as the “**Parties**.”

WHEREAS on or about October 29th, 2019 the City Council for the City of El Paso awarded 2019-607R - Management of Fixed Transit Services and Contracted Service for LIFT Paratransit-Solicitation to MV Contract Transportation, Inc.; and

WHEREAS citizens’ usage of the services provided by this contract have been affected by labor and asset limitations that have been exacerbated by the ongoing COVID-19 pandemic; and

WHEREAS City and MV have identified efficiencies within the existing contract parameters to better address the needs and usage of the citizens availing themselves of the services provided by this contract; and

WHEREAS the Parties wish to amend the contract to provide clarity and improve the quality of the requested services provided to citizens.

NOW THEREFORE, the Parties agree as follows:

Section 1. The following changes are made to the Scope of Work (“**SOW**”) associated with the Contract:

- a) Page 9 of SOW, Section 5.1.3 shall be revised in its entirety to read as follows:

Direct cost including 10% of said cost of a Subcontractor per ADA-eligible passenger trip performed. Any amounts above the direct cost are associated with Contractor’s administration and coordination with Subcontractor in order to provide the requested services.

- b) Page 35 of SOW, Section 11.7.13 shall be revised in its entirety to read as follows:

Each vehicle shall include adequate safety restraints consistent with the purpose and design of the vehicle. Said safety restraints will be in compliance with the specific vehicles’ intended use and comply with Americans with Disabilities Act (ADA) and Federal Motor Vehicle Safety Standards (FMVSS); as may be applicable.

Section 2. Any liquidated damages provided under this Agreement shall be suspended from August 1, 2022 through July 31, 2023.

Section 3. The award amount for the initial 5-year term is increased to an amount not to exceed \$57,905,447.15.

Section 4. The authority delegated in the October 29, 2019 resolution which accompanied the award of the Contract remains in full force and effect; subject to the revisions contained in this Amendment.

Section 5. The effective date of this First Amendment is the date when the Resolution approving this Amendment is approved by the City Council for the City of El Paso.


Section 6. Except as amended in this First Amendment, the Agreement remains in full force and effect.

The parties are signing this agreement as of the effective date.

CITY:
CITY OF EL PASO:

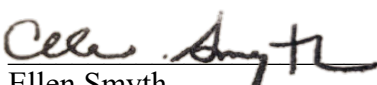
Tomas Gonzalez
City Manager

APPROVED AS TO FORM:




Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen Smyth
Chief Transit and Field Operations Officer

CONTRACTOR:
MV Contract Transportation, Inc.

By: 
Name: J. E. Proctor
Title: CEO



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1325, 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.

City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Initiative petition by El Pasoans for Fair Elections. Matter No. 22-1065-156 (551.071)